

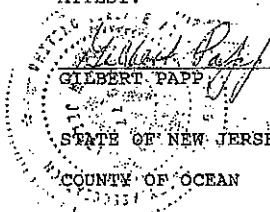
follows:

(a) The permanent residents of Whiting Village at Crestwood will be restricted by covenant to residents who (1) are at least (55) fifty-five years of age or over or (2) in the case of married couples, at least one of whom is (55) fifty-five years of age or older.

IN WITNESS WHEREOF, the BOARD OF TRUSTEES of WHITING VILLAGE AT CRESTWOOD COMMUNITY ASSOCIATION, has caused this amendment to be executed this 27 day of February, 1989.

ATTEST:

WHITING VILLAGE AT CRESTWOOD  
COMMUNITY ASSOCIATION

  
GILBERT PAPP, Secretary

By: Edward J. Gaydos  
EDWARD J. GAYDOSH, President

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

BE IT REMEMBERED, that on this 27 day of February, 1989, before me, the subscriber, an Attorney at Law of the State of New Jersey personally appeared GILBERT PAPP, who being by me duly sworn upon his oath, deposes and make proof to my satisfaction, that he is the Secretary of the WHITING VILLAGE AT CRESTWOOD COMMUNITY ASSOCIATION, the corporation named in the within instrument; that EDWARD J. GAYDOSH 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 said corporation; that deponent well knows the corporate

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seal of said corporation; and that the seal affixed to said instrument is the proper corporate seal and was thereto affixed and said instrument signed and delivered by said EDWARD J. GAYDOSH as and for the voluntary act and deed of said corporation, in presence of deponent, who thereupon subscribed his name thereto as attesting witness.

*Gilbert Papp*  
GILBERT PAPP, Secretary

Sworn and Subscribed to before  
me the date aforesaid

*Samuel Carotenuto*  
SAMUEL CAROTENUTO  
Attorney at Law of New Jersey

DB 4739-0999

B B B

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

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GREEN COUNTY  
CLERK'S OFFICE  
MAY 23 1989  
H. DEAN HAINES  
COUNTY CLERK  
TOWNS RIVER N.J.

DATED: FEBRUARY 27<sup>th</sup>, 1989

*W. R. ...*  
*Greenwood Office*  
*P.O. Box 580*  
*Cell Phone 392*  
*07701*

*27.00*  
*27.00*

SUPPLEMENTAL DECLARATION OF COVENANTS  
AND  
RESTRICTIONS - WHITING VILLAGE AT CRESTWOOD - SECTION 72

THIS DECLARATION, made the 24th day of January, 1979, 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 235.24 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 1,200 to 1,300 single family homes to be located in one of several subdivisions now or hereafter to be established; and

WHEREAS, by Declaration dated September 6, 1977 and recorded on September 6, 1977 in the Ocean County Clerk's office at Book 3644 at page 326, et seq. (the "Original Declaration"), the Declarant subjected certain lands and premises located in Whiting Village at Crestwood - Section 70 to certain covenants, restrictions, easements, charges and liens, which lands are more specifically described in Exhibit A of said Original Declaration; and

WHEREAS, by separate Supplemental Declaration of Covenants and Restrictions recorded by the Declarant in the Ocean County Clerk's

Office June 13, 1978, the Declarant subjected certain additional lands and premises located within Whiting Village at Crestwood to the aforesaid covenants, restrictions, easements, charges and liens, which lands are more specifically described in said Supplemental Declaration for Section 71; and

WHEREAS, the Declarant now intends to construct 352 individual Homes together with certain roads, driveways and other improvements upon the lands described in Exhibit A-1 attached hereto and made a part hereof and as shown on that certain subdivision plat entitled "Final Map of Whiting Village at Crestwood - Section 72, Manchester Township, Ocean County, New Jersey" dated April, 1978, and prepared by Fellows, Reed & Weber, Inc., which subdivision plat was duly recorded in the Office of the Ocean County Clerk September 19, 1978, Map File No. C-820, and

WHEREAS, Declarant wishes to provide for the preservation and maintenance of said additional dwelling units and the other lands and improvements within the Property, and to this end, desires pursuant to Section 4 of Article VI of the Original Declaration, to subject all of the Property hereinafter described to the covenants, restrictions, easements, charges, liens and provisions set forth in the Original Declaration, each and all of which are intended to be for the benefit of said Property and each and every Owner thereof; and

NOW, THEREFORE, Declarant hereby declares that the lands described in Exhibit A-1 hereof are and shall be held, transferred, sold, conveyed, leased, occupied and used subject to the covenants, restrictions,

conditions, easements, charges, liens, and provisions set forth in the Original Declaration, all of which are hereby incorporated by reference as though fully set out herein.

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 E. Wishnick, Secretary

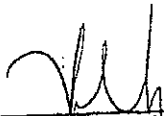
CRESTWOOD VILLAGE, INC.

BY

Jan A. Kokes Vice President

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

BE IT REMEMBERED, that on this 24th day of January, 1979, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared Herbert E. 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 Jan A. 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 E. Wishnick, Secretary

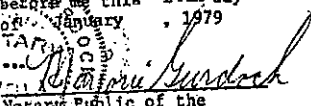
Sworn to and Subscribed  
before me this 24th day  
of January, 1979  
  
Notary Public of the  
State of New Jersey  
MARJORIE E. GURDOCK  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires July 18, 1982

EXHIBIT A-1 TO THE SUPPLEMENTAL  
DECLARATION OF COVENANTS AND RESTRICTIONS

DESCRIPTION OF WHITING VILLAGE  
AT CRESTWOOD  
SECTION 72  
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 herein more particularly bounded and described as follows:

Beginning at a concrete monument, said monument being located by the intersection of the easterly right-of-way line (100 feet wide) of Block 200, Lot 4 N/F Central Railroad of New Jersey and the southerly right-of-way line (100 feet wide) of Block 102, Lot 5 N/F the County of Ocean, formerly Tuckerton Railroad; thence

- (1) In a southeasterly direction along a curve bearing to the right having a radius of 1,929.17 feet and an arc length of 806.35 feet to a point; thence
- (2) South 41° 59' 00" East a distance of 222.40 feet to a point; thence
- (3) South 39° 03' 25" West a distance of 201.87 feet to a point of curvature; thence
- (4) In a northwesterly direction along a curve bearing to the right having a radius of 5 feet and an arc length of 7.68 feet to a point on a curve on the northerly right-of-way line of Keena Street; thence
- (5) In a northwesterly direction along a curve bearing to the left having a radius of 415.00 feet and an arc length of 9.37 feet to a point; thence
- (6) South 35° 42' 59" West a distance of 30.00 feet to a point on the southerly right-of-way line of Keena Street; thence
- (7) South 47° 42' 32" West a distance of 131.00 feet to a point; thence
- (8) South 42° 17' 26" East a distance of 70.00 feet to a point; thence
- (9) North 47° 42' 34" East a distance of 20.00 feet to a point; thence



## Whiting Village, Section 72

- (10) South 42° 17' 26" East a distance of 20.00 feet to a point; thence
- (11) South 47° 42' 34" West a distance of 33.14 feet to a point; thence
- (12) South 42° 17' 26" East a distance of 65.00 feet to a point; thence
- (13) South 16° 41' 36" East a distance of 77.71 feet to a point; thence
- (14) North 73° 18' 24" East a distance of 28.49 feet to a point; thence
- (15) South 16° 41' 36" East a distance of 20.00 feet to a point; thence
- (16) South 73° 18' 24" West a distance of 20.00 feet to a point; thence
- (17) South 16° 41' 36" East a distance of 160.00 feet to a point on the northerly right-of-way line of Caribou Drive; thence
- (18) Along said line South 73° 18' 24" West a distance of 15.00 feet to a point; thence
- (19) South 16° 41' 36" East a distance of 94.34 feet to a point; thence
- (20) South 09° 49' 04" East a distance of 54.26 feet to a point; thence
- (21) South 88° 06' 21" West a distance of 10.00 feet to a point; thence
- (22) North 01° 53' 39" West a distance of 7.00 feet to a point; thence
- (23) South 88° 06' 21" West a distance of 65.00 feet to a point; thence
- (24) South 01° 53' 39" East a distance of 55.00 feet to a point; thence
- (25) North 88° 06' 21" East a distance of 65.00 feet to a point; thence
- (26) South 01° 53' 39" East a distance of 62.00 feet to a point; thence
- (27) South 86° 50' 29" East a distance of 58.85 feet to a point; thence
- (28) South 12° 35' 57" West a distance of 58.11 feet to a point; thence
- (29) North 76° 56' 36" West a distance of 75.00 feet to a point; thence
- (30) North 13° 03' 24" East a distance of 70.00 feet to a point; thence
- (31) North 76° 56' 36" West a distance of 60.00 feet to a point; thence

## Whiting Village, Section 72

- (32) South 13° 03' 24" West a distance of 60.00 feet to a point; thence
- (33) South 76° 56' 36" East a distance of 20.00 feet to a point; thence
- (34) South 13° 03' 24" West a distance of 5.00 feet to a point; thence
- (35) North 76° 56' 36" West a distance of 50.00 feet to a point; thence
- (36) South 13° 03' 24" West a distance of 60.00 feet to a point; thence
- (37) North 68° 42' 19" West a distance of 66.47 feet to a point; thence
- (38) South 24° 25' 53" West a distance of 77.59 feet to a point on a curve in the northerly right-of-way line of South Chestnut Avenue.
- (39) In northeasterly direction along a curve bearing to the right having a radius of 685.00 feet and an arc length of 28.81 feet to a point; thence
- (40) South 26° 50' 29" West a distance of 30.00 feet to a point on a curve in the southerly right-of-way line of South Chestnut Avenue.
- (41) South 20° 00' 50" West a distance of 144.45 feet to a point; thence
- (42) North 69° 59' 10" West a distance of 65.00 feet to a point; thence
- (43) South 20° 00' 50" West a distance of 80.00 feet to a point; thence
- (44) South 69° 59' 10" East a distance of 25.00 feet to a point; thence
- (45) South 20° 00' 50" West a distance of 20.00 feet to a point; thence
- (46) North 69° 59' 10" West a distance of 30.00 feet to a point; thence
- (47) South 20° 00' 50" West a distance of 30.11 feet to a point; thence
- (48) North 72° 44' 11" West a distance of 42.37 feet to a point; thence
- (49) North 17° 15' 49" East a distance of 75.00 feet to a point; thence
- (50) North 72° 44' 11" West a distance of 75.00 feet to a point; thence
- (51) South 17° 15' 49" West a distance of 80.00 feet to a point; thence
- (52) North 72° 44' 11" West a distance of 50.00 feet to a point; thence

## Whiting Village, Section 72

- (53) South  $17^{\circ} 15' 49''$  West a distance of 150.00 feet to a point on the northerly right-of-way line of Chelsea Drive; thence
- (54) Along said line South  $72^{\circ} 44' 11''$  East a distance of 63.92 feet to a point; thence
- (55) South  $17^{\circ} 15' 49''$  West a distance of 177.00 feet to a point; thence
- (56) North  $72^{\circ} 44' 11''$  West a distance of 110.00 feet to a point; thence
- (57) South  $21^{\circ} 14' 56''$  West a distance of 155.65 feet to a point on the northerly right-of-way line of Falmouth Avenue, thence
- (58) Along said line South  $68^{\circ} 45' 04''$  East a distance of 108.89 feet to a point; thence
- (59) South  $21^{\circ} 14' 56''$  West a distance of 116.64 feet to a point; thence
- (60) South  $21^{\circ} 44' 56''$  West a distance of 149.80 feet to a point; thence
- (61) South  $68^{\circ} 15' 04''$  East a distance of 75.00 feet to a point; thence
- (62) South  $21^{\circ} 44' 56''$  West a distance of 55.00 feet to a point; thence
- (63) South  $68^{\circ} 15' 04''$  East a distance of 80.00 feet to a point; thence
- (64) South  $21^{\circ} 44' 56''$  West a distance of 115.00 feet to a point; thence
- (65) North  $68^{\circ} 15' 04''$  West a distance of 155.00 feet to a point; thence
- (66) South  $21^{\circ} 44' 56''$  West a distance of 75.00 feet to a point; thence
- (67) North  $68^{\circ} 15' 04''$  West a distance of 80.00 feet to a point on the easterly right-of-way line of Humming Bird Lane; thence
- (68) Along said line South  $21^{\circ} 44' 56''$  West a distance of 60.00 feet to a point; thence
- (69) North  $68^{\circ} 15' 04''$  West a distance of 179.93 feet to a point; thence
- (70) South  $21^{\circ} 44' 56''$  West a distance of 20.00 feet to a point; thence
- (71) South  $86^{\circ} 22' 28''$  West a distance of 50.76 feet to a point; thence
- (72) South  $74^{\circ} 44' 01''$  West a distance of 58.50 feet to a point; thence

## Whiting Village, Section 72

- (73) South 36° 52' 44" West a distance of 72.96 feet to a point; thence  
(74) South 58° 16' 01" East a distance of 7.31 feet to a point; thence  
(75) South 31° 43' 59" West a distance of 74.48 feet to a point; thence  
(76) South 47° 50' 33" East a distance of 75.08 feet to a point; thence  
(77) South 44° 45' 18" West a distance of 61.80 feet to a point; thence  
(78) South 38° 02' 10" East a distance of 86.42 feet to a point; thence  
(79) South 57° 05' 26" West a distance of 73.68 feet to a point; thence  
(80) North 45° 14' 42" West a distance of 70.00 feet to a point; thence  
(81) South 44° 45' 18" West a distance of 48.31 feet to a point; thence  
(82) North 35° 47' 07" West a distance of 42.88 feet to a point; thence  
(83) South 68° 31' 10" West a distance of 82.15 feet to a point; thence  
(84) North 27° 19' 16" West a distance of 100.84 feet to a point on a curve in the southerly right-of-way line of Longwood Drive; thence  
(85) In a southwesterly direction along a curve bearing to the right having a radius of 440.00 feet and an arc length of 10.23 feet to a point of tangency; thence  
(86) South 64° 00' 39" West a distance of 50.72 feet to a point; thence  
(87) North 2° 59' 21" West a distance of 122.09 feet to a point; thence  
(88) North 46° 15' 02" West a distance of 88.89 feet to a point; thence  
(89) North 41° 46' 50" West a distance of 84.40 feet to a point; thence  
(90) North 41° 20' 38" East a distance of 75.00 feet to a point; thence  
(91) North 48° 39' 22" West a distance of 67.68 feet to a point; thence  
(92) North 41° 20' 38" East a distance of 82.16 feet to a point; thence  
(93) North 60° 33' 35" West a distance of 36.69 feet to a point; thence

Whiting Village, Section 72

- (94) North 48° 39' 22" West a distance of 76.05 feet to a point; thence
- (95) South 41° 20' 38" West a distance of 75.00 feet to a point; thence
- (96) North 48° 39' 22" West a distance of 80.00 feet to a point on the easterly right-of-way line of Central Avenue; thence
- (97) Along said line South 41° 20' 38" West a distance of 82.73 feet to a point; thence
- (98) North 48° 39' 22" West a distance of 273.64 feet to a point; thence
- (99) North 30° 44' 56" East a distance of 2,521.10 feet to a point of curvature; thence
- (100) In a north-easterly direction along a curve bearing to the left, having a radius of 3,121.00 feet and an arc length of 348.00 feet to a concrete monument being the true point and place of beginning.

Containing 77.21 acres and being in accordance with a map entitled "Final Map of Whiting Village at Crestwood, Section 72, Manchester Township, Ocean County, New Jersey" dated April 18, 1978, date filed September 19, 1978, File Map No. C-820.

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P. H. Smith

SUPPLEMENTAL DECLARATION OF COVENANTS AND  
RESTRICTIONS - WHITING VILLAGE  
SECTION 72

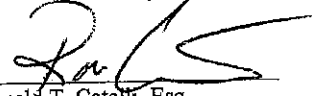
Dated: January , 1979

Prepared by: Wendell A. Smith, Esq.

RECORD AND RETURN TO:  
GREENBAUM, GREENBAUM, ROWE & SMITH  
SUTTON METROPARK  
WOODBIDGE, NEW JERSEY 07095

*Woochy*

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 best interest of the Association to amend the By-Laws regarding eligibility for

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membership, membership, election, organization, and meetings of Trustees, restrictions applicable to the property, leasing, assessments, and related matters.

WHEREAS, a Special Meeting For the Purpose of Amending the By-Laws was called by the Board of Trustees of Whiting Village at Crestwood Community Association, Inc., for the purpose of amending the current By-Laws, with proper notice being given to all members of the Association, in accordance with its governing documents, which meeting was held on May 31, 2007, at 10:00 a.m., in Fernwood Hall, located at 1 Falmouth Avenue, Whiting, New Jersey.

WHEREAS, a vote was taken on the above date aforesaid, and having received the appropriate number of total votes cast, and each and every By-Law amendment proposed to the Association having received an affirmative majority vote in favor of each and every proposed amendment, in accordance with the By-Laws of Whiting Village at Crestwood Community Association, Inc.

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.

Nothing contained within these By-Laws shall be construed to waive the minimum age requirement of fifty-five (55) years for membership contained elsewhere in these By-Laws, except when the transferee is the surviving spouse or domestic partner of the deceased member over the age of fifty-five (55) years, and in that instance the property may be transferred to the surviving spouse and/or domestic partner, irrespective of the age requirement and approval of the Board of Trustees. Under no circumstances shall the surviving spouse and/or domestic partner allow an individual under the age of fifty-five (55) to reside in the subject unit for any reason whatsoever.

## **ARTICLE II – MEMBERSHIP**

### **Section 4. Documentation**

Every member of the Community Association shall execute and keep current an Emergency Reference Sheet and any other such forms as may be required by the Board of Trustees.

## **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.

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 IV- BOARD OF TRUSTEES**

**Section 6. Restrictions applicable to the Property.**

**6.d. Prior Written Consent of the Trustees**

No resident shall build, plant, or maintain any matter or thing upon, in, over or under the Property without the prior written consent of the Trustees, except that a resident may (1.) Plant flowers, trees, shrubbery and gardens within the area immediately adjacent to his or her unit, provided such plantings do not interfere with the lawn maintenance personnel or equipment or form a growing fence delineating or separating one property from another; and (2.) Plant and maintain flowers and shrubbery in the beds immediately adjacent to his house. No person shall place trash, garbage, excess materials of any kind on or about the property except in designated receptacles, nor burn, chip or cut anything on, over or above the Property. Residents 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 Trustees and if permission has been granted, complete responsibility for proper maintenance becomes the homeowner's. All electrical or plumbing alterations must be made by a licensed workman conforming to the local code. All new changes or improvements should receive Trustee approval, but the owner must have the right to cope with an emergency. It is the resident's responsibility to promptly report to the Board of Trustees any defect or need for repairs for which the Community Association is responsible.

**ARTICLE IV- BOARD OF TRUSTEES**

**Section 6. Restrictions applicable to the Property.**

**6.k. Fencing, Hedge, Growing Fence.**

In no event shall there be erected or planted upon any Lot any fabricated fence (wood, metal, etc.) hedge, or other growing fence which delineates or separates one property or portions of one property from another.

**ARTICLE IV- BOARD OF TRUSTEES**

**Section 6. Restrictions applicable to the Property.**

**6.r. (6) Leasing.**

Prior to any rental, a Home Owner must occupy the home for a minimum of one (1) year. Any and all Leases are subject to the approval of the Board of Trustees of the Community Association. Any additions, deletions or corrections to said Lease by the Landlord and each Tenant must be approved by the Association. In addition, both Landlord and each Tenant must execute a "Tenant Agreement Form," and a "Lease Rider." When said Lease and Lease Rider as well as Tenant Agreement Form have been signed by the Landlord and each Tenant, it must be submitted to the Association at least ten (10) days

prior to the beginning of the rental term along with an administrative processing fee. Review by the Board and approval of each lease shall not begin unless and until the applicable processing fee has been submitted to the Association. Each time a new/different Tenant moves in, a separate Lease, Lease Rider and Tenant Agreement Form must be submitted to the Board for review and approval together with the applicable Administrative Lease Rider Fee. Moreover, no lease or occupancy of a unit shall be permitted unless a true copy of the lease is furnished in advance to the Association, as set forth above, together with the current address and phone numbers of both the owner and the lessee, as well as proof of age of the lessee. In addition, the owner of the unit shall not have the right to utilize the common elements during any period that said unit is rented. No unit owner may lease less than an entire unit. No lessee shall be entitled to vote on any issue at any special and/or open and/or regular meeting of the Association. No dwelling unit shall be rented by the owner for any period less than twelve (12) consecutive months. Subject to the foregoing restrictions, the unit owner shall have the right to lease their units provided that a lease is in writing and made subject to all provisions of the condominium and/or governing documents of the Association and other documents referred to herein, including the right of amendment contained therein, and provided further that any failure of the lessee to fully comply with the terms and conditions of such documents shall constitute a material default under the lease and be grounds for termination and eviction. In the event a tenant of a unit fails to comply with the provisions of the Condominium Documents then, in addition to all other remedies which it may have, the Association shall notify the unit owner of such violation(s) and demand that the same be remedied through the unit owner's efforts within thirty (30) days after such notice. If such violation(s) is not remedied within said thirty (30) day period, then the unit owner shall immediately thereafter, at his own cost and expense, institute and diligently prosecute an eviction action against his tenant on account of such violation(s). Such action shall not be compromised or settled without the prior written consent of the Association. In the event the unit owner fails to fulfill the foregoing obligation, then the Board shall have the right, but not the duty, to institute and prosecute such action as attorney-in-fact for the unit owner and at the unit owner's sole cost and expense, including all legal fees incurred. Said costs and expenses shall be deemed to constitute a lien on the particular unit involved, and collection thereof may be enforced by the Board in the same manner as the Board is entitled to enforce collection of Common Expenses. By acceptance of a deed to any unit, each and every unit owner does thereby automatically and irrevocably name, constitute, appoint and confirm the Board as his attorney-in-fact for the purposes described in this Section. A unit owner may not lease a unit unless the lease expressly assigns to the Association all rents due under the lease in the event of any delinquency in the payment of Common Expenses or other charges due and payable to the Association for more than thirty (30) days, including authorization for the tenant to pay such rents directly to the Association to the extent that such Common Expenses and other charges are due and payable to the Association with respect to the unit.

In the event of the death of a member, and transfer of the unit to a child, and/or next of kin under the age fifty-five (55), then and in that event the one (1) year residency requirement contained herein shall not apply.

**ARTICLE XII - COMMON EXPENSES, MAINTENANCE CHARGES AND ASSESSMENTS**


**Section 2. Involuntary Assessments.**


Adequate fire and other insurance, including public liability shall be carried to cover any and all buildings that may be partially or totally destroyed by fire, or other casualty for full restoration. However, in the event any facility pertaining to the health, transportation or safety of the members of the Community Association shall be required to be replaced, repaired, restored or constructed, or in the event any applicable governmental authority having jurisdiction shall require a capital expenditure in order that the Community Association comply with any applicable statute, law, code or regulation and there are not enough funds in the Reserve/Contingency Account to cover the cost, then a special assessment shall be levied equally among all housing units.

DATED: 6/8/07

WHITING VILLAGE AT CRESTWOOD  
COMMUNITY ASSOCIATION, INC.

Attest:

  
Helen C. Atkins, Secretary

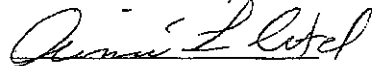
By:   
THOMAS B. SMITH, President

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

BE IT REMEMBERED, that on this *8th* day of *June*, 2007,  
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 *8th* day  
of *June*, 2007.




AMEE L. ANTAL  
A Notary Public of New Jersey  
My Commission Expires 3/22/2011

Prepared by:  
Reussille Law Firm, 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

  
INSTR # 2011021271  
OR BK 14836 PG 0756  
RECORDED 03/03/2011 09:09:02 AM  
SCOTT M. COLABELLA, COUNTY CLERK  
OCEAN COUNTY, 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 Whiting Village at Crestwood Community Association, Inc., as well as the members of the Association, have determined that it would be in the best interest of the Association to amend the By-Laws regarding Trustee vacancies, resident responsibilities, Rules and Regulations and/or fines, violation

① - <sup>1m</sup>110 - chg #148 - Reussille

referrals, determination of common expenses and fixing of maintenance charges, defaults, and related concerns regarding the Association.

WHEREAS, a Special Meeting For the Purpose of Amending the By-Laws was called by the Board of Trustees of Whiting Village at Crestwood Community Association, Inc., for the purpose of amending the current By-Laws, with proper notice being given to all members of the Association, in accordance with its governing documents, which meeting was held on February 3, 2011, at 10:00 a.m., in Fernwood Hall, located at 1 Falmouth Avenue, Whiting, New Jersey.

WHEREAS, a vote was taken on the above date aforesaid, and having received the appropriate number of total votes cast, and each and every By-Law amendment proposed to the Association having received an affirmative majority vote in favor of each and every proposed amendment, in accordance with the By-Laws of Whiting Village at Crestwood Community Association, Inc.

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 III - ELECTION, ORGANIZATION AND MEETING OF TRUSTEES**  
**Section 1. Election and Term in Office of the Board of Trustees**

**1.b. Vacancy**

Any vacancy which occurs in the office of the Trustees shall be filled by appointment by the current Board of Trustees. The Trustees may 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 IV- BOARD OF TRUSTEES**  
**Section 6. Restrictions Applicable to the Property**

**6.e. Resident Responsibility**

Houses are owned fee simple therefore the owner is fully responsible for repair and upkeep of the interior. However, the Trustees, its agents, and employees may effect emergency (or other necessary repairs) which the resident has failed to perform and charge the cost of same to the resident(s) involved.

**ARTICLE IV- BOARD OF TRUSTEES**  
**6.g. Exterior**

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 Buildings, and no signs, or radio, or television antennas shall be affixed or placed upon the exterior walls or roof, or any part thereof, nor relocated or extended, without the prior written consent of the Board of Trustees. Satellite dishes are acceptable, but do require a "Permission Request Form" to be completed. The display or use of items visible in the interior of any Building from the exterior thereof, shall be subject to the Rules and Regulations of the Community Association. Owners shall not cause or permit any signs to be displayed on the Property advertising a contractor, sale or lease of their home, except for notification to office for approval for a weekend open house.

**ARTICLE IV- BOARD OF TRUSTEES**  
**6.m. Rules and Regulations; Fines**

The Board shall have the power to promulgate, adopt and publish 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 so promulgated. Without limiting the foregoing, to the extent that New Jersey Law may permit, the Board of Trustees shall also have the right to levy fines for a violation of the governing documents, provided that the fine for a single violation may not, under any circumstance, exceed the maximum amount permitted by law at the time of the violation. Each day that a violation continues after notice, via certified and regular mail to the unit owner, shall be considered as a separate violation. Any fines so levied shall be considered as a common expense to be levied against the particular Unit Owner involved, and collection may be enforced by the Board in the same manner as the Board is entitled to enforce collection of common expenses.



**ARTICLE IV- BOARD OF TRUSTEES**

**6.m.(1) Violation Referral**

Alleged violations of the By-Laws, Rules and Regulations shall be referred to the Board of Trustees by written and signed allegation, no signature or name shall be revealed or published.

**ARTICLE IV- BOARD OF TRUSTEES**

**6.m.(3) Owner Notification**

If the Board of Trustees' investigation discloses a violation of the Rules and Regulations, or the Association's governing documents, the Board of Trustees shall notify the Owner in writing of the Violation and order the Owner to cease and desist from further Violation. The Cease and Desist Order may provide a grace period before the fine shall be levied, shall advise the Owner of his or her right to a hearing, and that a fine shall be assessed for each day the Violation continues unabated.

**ARTICLE XII- COMMON EXPENSES, MAINTENANCE CHARGES AND ASSESSMENTS**

**Section 1. Determination of Common Expenses and Fixing of Maintenance Charges**

The Board of Trustees shall from time to time, and at least annually, prepare a budget for the Association, determine the amount of the maintenance charges payable by the members to meet the common expenses of the Association and allocate and assess such maintenance charges among the members. The budget shall be printed in its entirety and distributed to the membership upon its completion. A Whiting Village Community Association meeting shall be held prior to the Board of Trustees taking final action on said budget. The time, place and manner in which the Whiting Village Community Association meeting shall be held shall be determined by the Board of Trustees. The common expenses shall include without limitations, the cost of all insurance premiums on all policies of insurance. The maintenance expenses may also include such amounts as the Board of Trustees may deem proper for the administration, operation, maintenance, repair and replacement of the property, including, without limitation, an amount for working capital of the Association, for a general operating reserve, for a reserve capital of the Association, for a reserve fund for any prior year. The common expenses may also include such amounts as may be required for the purchase or lease by the Board of Trustees or its designee, corporatee or otherwise, on behalf of the members of any Unit whose owner has elected to sell or lease such Unit, any Unit which is to be sold at the foreclosure or other judicial sale and/or a Unit for use by the Board of Trustees. The Board of Trustees shall advise all members promptly in writing of the amount of the

maintenance charges payable by each of them as determined by the Board of Trustees as aforesaid, and shall furnish copies of each budget on which such maintenance charges are based to all members. The assessment against each home for the exterior maintenance and repair of the building and for lawn mowing, fertilizing, and liming shall be equal. All other assessments for all homes and house units shall be equal for each home or house unit.

**ARTICLE XII- COMMON EXPENSES, MAINTENANCE CHARGES AND ASSESSMENTS**

**Section 2.a. Operating Deficit**

ELIMINATED

**ARTICLE XII- COMMON EXPENSES, MAINTENANCE CHARGES AND ASSESSMENTS**

**Section 6. Default in Payment of Maintenance Charges or Assessments**

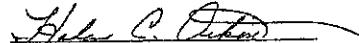
In the event any member shall fail to make full payment of his maintenance charges or assessments within fifteen (15) days from the date due, such member shall be obligated to pay a late charge of fifteen dollars (\$15.00) per month on such unpaid maintenance charges or assessments computed from the due date thereof until paid, together with all expenses, including, without limitation, attorney's fees and court costs paid or incurred by the Board of Trustees or by the managing agent or manager in any proceeding brought to collect such unpaid maintenance charges or assessments or any action to foreclose the lien on such Unit arising from said unpaid maintenance charges or assessments. Such penalty and collection expenses shall be added to and deemed part of said unpaid maintenance charges or assessments, and the Association shall have a lien for all of the same (as well as the unpaid Common Charges) upon the Unit of such defaulting member. In the event of any such default by any member, the Association through the Board of Trustees and the manager or managing agent, if so authorized by the Board of Trustees, shall have the authority to correct such default, and to do whatever may be necessary for such purpose, and all expenses in connection therewith shall be charged to and assessed against such defaulting member and may be collected in the same manner as an unpaid maintenance charge. Any and all of such right rights and remedies may be exercised at any time, and from time to time, cumulatively or otherwise, by the Association or the Board of Trustees. The Board of Trustees shall have the right and obligation to institute all proceedings deemed necessary or desirable by the Board of Trustees to recover such unpaid maintenance charges together with penalty thereon computed as aforesaid, and the expenses of any such proceeding. The Board of Trustees shall cause to be filed in the public records of Ocean County, liens for unpaid assessments for common expenses or otherwise.

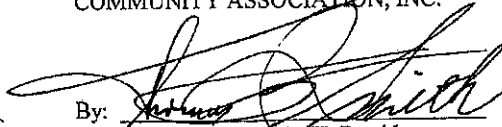
The failure of any member to comply with the provisions of this Article XII within the time prescribed by the Board of Trustees shall be deemed a default of his membership.

DATED: 2/17/11

WHITING VILLAGE AT CRESTWOOD  
COMMUNITY ASSOCIATION, INC.

Attest:

  
Helen C. Atkins, Secretary

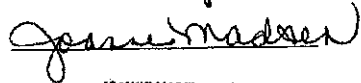
By:   
THOMAS B. SMITH, President

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

BE IT REMEMBERED, that on this *2<sup>nd</sup>* day of *February*, 2011,  
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 *17* day  
of *February*, 2011.



JOANNE MARIE MADSEN  
A Notary Public of New Jersey  
My Commission Expires January 3, 2013

022926

BOOK 3723 PAGE 499

RECORDED  
OCEAN COUNTY CLERK'S  
OFFICE

JUN 13 10 45 AM '78

BOOK 3723 PAGE 499  
OF 3723 CLERK  
*E. Howard Budge*

SUPPLEMENTAL DECLARATION OF COVENANTS  
AND  
RESTRICTIONS - WHITING VILLAGE AT CRESTWOOD,  
SECTION 71

Dated: June 12, 1978

Prepared By: Wendell A. Smith, Esq.

RECORD AND RETURN TO:  
GREENBAUM, GREENBAUM, ROWE & SMITH  
SUTTON METROPARK  
WOODBIDGE, NEW JERSEY 07095

*20/2/78*

SUPPLEMENTAL DECLARATION OF COVENANTS  
AND  
RESTRICTIONS - WHITING VILLAGE AT CRESTWOOD - SECTION 71

THIS DECLARATION, made the 12<sup>th</sup> day of June, 1978,  
by CRESTWOOD VILLAGE, INC., a New Jersey corporation, having its principal  
office at P.O. Box 166, Whiting, New Jersey, hereinafter called "Declarant",

WITNESSETH:

WHEREAS, Declarant is the owner of the fee simple title to  
approximately 235.24 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  
1,200 to 1,300 single family homes to be located in one of several sub-  
divisions now or hereafter to be established; and

WHEREAS, by Declaration dated September 6, 1977 and recorded  
on September 6, 1977 in the Ocean County Clerk's office at Book 3644 at  
page 326, et seq. (the "Original Declaration"), the Declarant subjected  
certain lands and premises located in Whiting Village at Crestwood -  
Section 70 to certain covenants, restrictions, easements, charges and  
liens, which lands are more specifically described in Exhibit A of said  
Original Declaration; and

WHEREAS, the Declarant now intends to construct 171 individual Homes together with certain roads, driveways and other improvements upon the lands described in Exhibit A-1 attached hereto and made a part hereof and as shown on that certain subdivision plat entitled "Final Map of Whiting Village at Crestwood - Section 71, Manchester Township, Ocean County, New Jersey" dated June, 1977, and prepared by Fellows, Read & Weber, Inc., which subdivision plat is attached hereto and made a part hereof as Exhibit B-1 and is intended to be filed simultaneously herewith; and

WHEREAS, Declarant wishes to provide for the preservation and maintenance of said additional dwelling units and the other lands and improvements within the Property, and to this end, desires pursuant to Section 4 of Article VI of the Original Declaration, to subject all of the Property hereinafter described to the covenants, restrictions, easements, charges, liens and provisions set forth in the Original Declaration, each and all of which are intended to be for the benefit of said Property and each and every Owner thereof; and

NOW, THEREFORE, Declarant hereby declares that the lands described in Exhibit A-1 hereof are and shall be held, transferred, sold, conveyed, leased, occupied and used subject to the covenants, restrictions, conditions, easements, charges, liens, and provisions set forth in the Original Declaration, all of which are hereby incorporated by reference as though fully set out herein.

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.



*[Handwritten signature]*  
Herbert E. Wishnick, Secretary

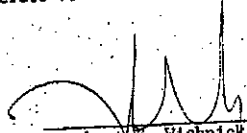
CRESTWOOD VILLAGE, INC.

BY *[Handwritten signature]*  
Miroslav A. Kokes, President



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

BE IT REMEMBERED, that on this 12<sup>th</sup> day of June, 1978, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared Herbert E. 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 A. 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 E. Wishnick, Secretary

Sworn to and Subscribed  
before me this 12<sup>th</sup> day  
of June, 1978  
Notary Public of the  
State of New Jersey

MARJORIE GURDOCK  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires July 18, 1982

EXHIBIT A-1 TO THE SUPPLEMENTAL DECLARATION OF COVENANTS  
AND RESTRICTIONS - WHITING VILLAGE AT CRESTWOOD - SECTION 71

DESCRIPTION OF WHITING VILLAGE AT CRESTWOOD - SECTION 71

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 point, said point being formed by the intersection of the northeasterly right-of-way line of the abandoned Tuckerton Railroad (100 feet wide) and the northwesterly right-of-way line of Lake Road (60 feet wide); thence from said beginning

- (1) North 41° 58' 59" West, along said northeasterly right-of-way of Tuckerton Railroad, 1714.64 feet to a concrete monument; thence
- (2) In a northerly direction along a curve bearing to the right, having a radius of 558.06 feet, an arc length of 155.58 feet to a concrete monument at a point of tangency; thence
- (3) North 10° 57' 38" West, 104.21 feet to a concrete monument at a point of curvature; thence
- (4) In a northwesterly direction along a curve bearing to the left, having a radius of 658.06 feet, an arc length of 487.07 feet to a concrete monument in the southerly right-of-way line of the Jersey Central Power & Light Co. (formerly Pennsylvania Railroad of N.J.); thence
- (5) North 88° 57' 56" East, along said southerly right-of-way line, 1228.38 feet to a concrete monument; thence
- (6) South 09° 41' 00" East, 949.84 feet to a concrete monument; thence
- (7) South 71° 37' 20" East, 341.99 feet to a concrete monument in the aforementioned northwesterly line of Lake Road; thence
- (8) South 09° 00' 00" West, along the northwesterly right-of-way line of Lake Road (55 feet wide), 750.75 feet to a point of curvature; thence
- (9) In a southerly direction along said right-of-way along a curve bearing to the right, having a radius of 170.00 feet, an arc length of 115.77 feet to a point of tangency; thence

(10) South  $48^{\circ} 01' 01''$  West, continuing along said right-of-way, 94.62 feet to the true point and place of beginning.

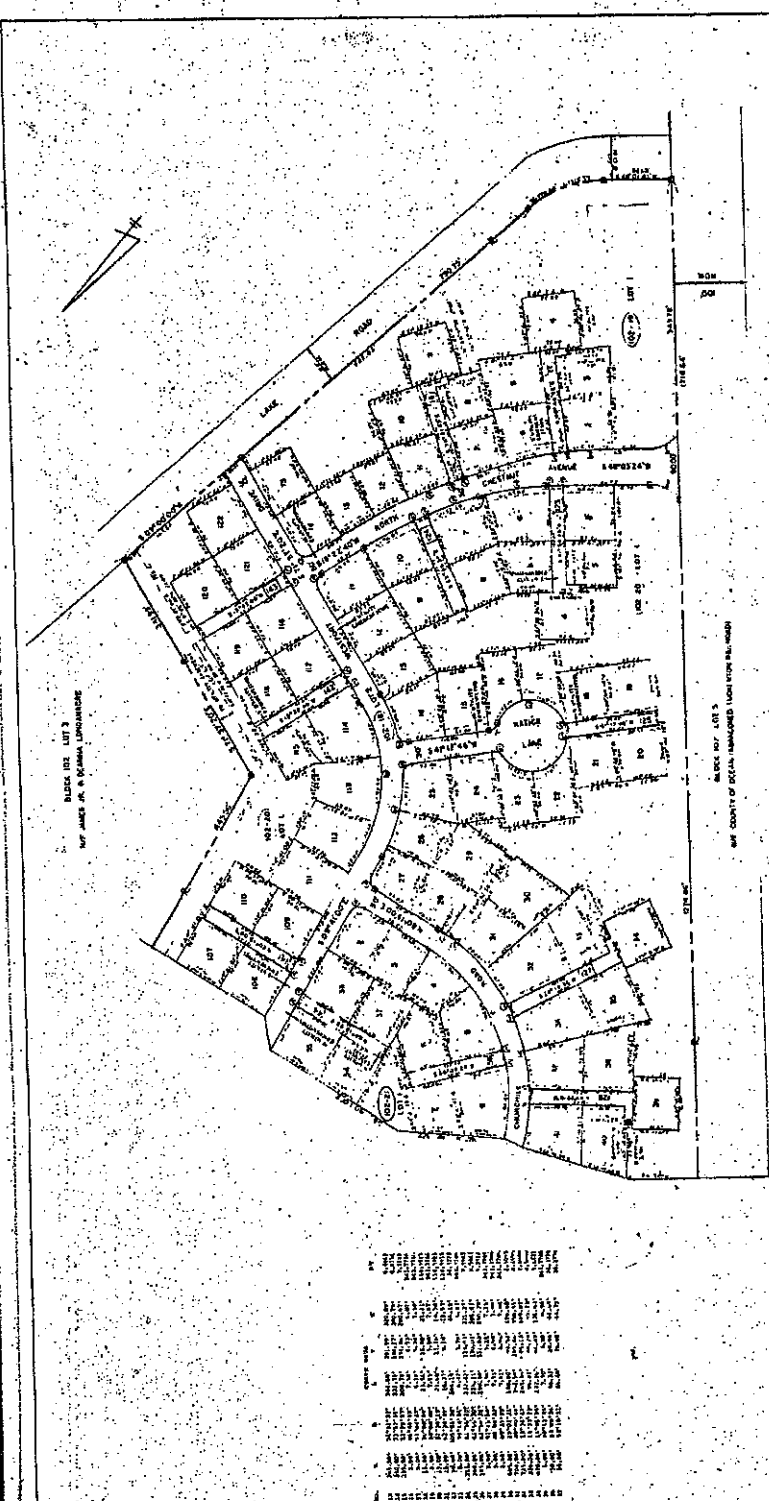
Containing 36.23 acres.

BEING written in accordance with a map entitled, "Final Map of Whiting Village at Crestwood, Section 71" drawings 1 of 2 and 2 of 2 dated June 1977, prepared by Fellows, Read and Weber, Inc., Consulting Engineers and Land Surveyors, Toms River, New Jersey.

EXHIBIT B-1 TO THE SUPPLEMENTAL DECLARATION OF  
COVENANTS AND RESTRICTIONS - WHITING VILLAGE AT CRESTWOOD - SECTION 71

SUBDIVISION PLAT

The final Subdivision Plat For Whiting Village at Crestwood  
Section 71, is attached hereto and made a part hereof as Exhibit  
B-1.



BLK 102 LOT 3  
 W/ JAMES A. & SYLVIA LINDENBERG

BLK 107 LOT 3  
 W/ COURTNEY & JAMES HANCOCK

BLK 107 LOT 7  
 W/ CRESTWOOD VILLAGE INC.

SEEK FOR RESERVATION OF THE DRIVEWAY  
 W/ LOT 5

<p>ILLINOIS, DEAR &amp; WISCONSIN INC.                  CONSULTING ENGINEERS                  100 W. WISCONSIN ST. SUITE 200                  CHICAGO, ILL. 60601</p> <p>JOSEPH R. DEAR, PE &amp; S.                  100 W. WISCONSIN ST. SUITE 200                  CHICAGO, ILL. 60601</p>	<p>FINAL MAP OF                  WHITING VILLAGE AT CRESTWOOD                  SECTION 71</p> <p>TOWNSHIP                  MANASSETTE                  COUNTY                  OCEAN COUNTY                  STATE                  NEW JERSEY</p>
---	--



APPROVED FOR THE COUNTY OF OCEAN COUNTY  
 BY: *[Signature]*  
 DATE: 11/14/97

APPROVED FOR THE TOWNSHIP OF MANASSETTE  
 BY: *[Signature]*  
 DATE: 11/14/97

FILED MAP NO. C-789 DATE FILED 11-14-97

1. This map was prepared by the undersigned engineer, architect, or land surveyor in accordance with the provisions of the laws of the State of New Jersey, and the undersigned certifies that the same are true and correct as shown on the original map or plan, and that the same conform to the laws of the State of New Jersey.

*[Signature]*  
 DATE: 11/14/97

12/2

BOOK 3723 PAGE 508

THIS DEED, made the 5<sup>th</sup> day of February 1979,

BETWEEN - CRESTWOOD VILLAGE, INC., a corporation existing under and by virtue of the laws of the State of New Jersey having its principal office at P.O. Box 166, Whiting, New Jersey 08759 in the Township of Manchester in the County of Ocean and State of New Jersey herein designated as the Grantor,

AND - WHITING VILLAGE AT CRESTWOOD COMMUNITY ASSOCIATION residing or located at P.O. Box 166, Whiting, New Jersey 08759 in the Township of Manchester in the County of Ocean and State of New Jersey herein designated as the Grantee;

WHEREAS, the Grantor is the developer of a retirement community which is known as Whiting Village at Crestwood located in the Township of Manchester, County of Ocean which is intended to ultimately contain 1,200 dwelling units;

WHEREAS, the Grantee is a New Jersey non-profit corporation established *inter alia* for the purpose of owning, operating and maintaining on behalf of the residents of said dwelling units, that common property within Whiting Village at Crestwood which is hereinafter described.

WITNESSETH, that the Grantor, for and in consideration of the sum of One (\$1.00) Dollar, lawful money of the United States of America, to it in hand well and truly paid by the Grantees, at or before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, and the Grantor being therewith fully satisfied, does by these presents grant, bargain and convey unto the Grantees forever, the lands and premises hereinafter described.

ALL of the following lots located on that certain final subdivision map of Whiting Village at Crestwood Section 70, filed in the Office of the Ocean County Clerk August 11, 1977, Map No. P-766, and for the purpose(s) hereinafter set forth.

* Block	Lot	Purpose
102-8	1	Common Areas
102-8	2	Common Areas
102-9	1	Common Areas
102-12	1	Common Areas
102-13	1	Common Areas
102-14	1	Common Areas
102-12	39	Common Drives
102-12	38	Common Drives
102-12	37	Common Drives
102-12	36	Common Drives
102-12	41	Common Drives
102-12	40	Common Drives
102-13	34	Common Drives
102-13	35	Common Drives
102-13	36	Common Drives
102-13	37	Common Drives
102-13	38	Common Drives
102-14	32	Common Drives
102-14	33	Common Drives
102-14	34	Common Drives
102-14	35	Common Drives
102-14	36	Common Drives

COUNTY OF OCEAN  
 CONSIDERATION 1.00  
 REALTY TRANSFER FEE \$25.00  
 DATE 2-19-79 BY JLR

* Block	Lot	Purpose
102-15	12	Common Drives
102-15	13	Common Drives
102-16	18	Common Drives
102-16	19	Common Drives
102-17	8	Common Drives
102-11	20	Common Drives
102-11	21	Common Drives
102-10	28	Common Drives
102-10	29	Common Drives
102-10	30	Common Drives
102-10	31	Common Drives
102-10	32	Common Drives
102-9	23	Common Drives
102-9	24	Common Drives
102-8	73	Common Drives
102-8	74	Common Drives
102-8	75	Common Drives
102-8	76	Common Drives
102-8	77	Common Drives
102-8	78	Common Drives
102-8	79	Common Drives
102-8	80	Common Drives
102-8	81	Common Drives
102-8	82	Common Drives
102-8	83	Common Drives
102-8	84	Common Drives
102-8	85	Common Drives
102-8	86	Common Drives
102-18	1	Common Roads

ALL of the following lots located on that certain final subdivision map of Whiting Village at Crestwood, Section 71, filed in the Office of the Ocean County Clerk April 18, 1978, Map No. C-789, and for the purpose(s) hereinafter set forth:

* Block	Lot	Purpose
102-20	1	Common Areas
102-21	1	Common Areas
102-19	1	Common Areas
102-19	16	Common Drives
102-19	17	Common Drives
102-20	123	Common Drives
102-20	124	Common Drives
102-20	125	Common Drives
102-20	126	Common Drives
102-20	127	Common Drives
102-20	128	Common Drives
102-20	129	Common Drives
102-20	130	Common Drives
102-20	131	Common Drives
102-20	132	Common Drives
102-20	133	Common Drives
102-20	134	Common Drives
102-20	135	Common Drives
102-20	136	Common Drives
102-20	137	Common Drives
102-20	138	Common Drives
102-20	139	Common Drives
102-20	140	Common Drives
102-20	141	Common Drives



* Block	Lot	Purpose
102-20	142	Common Drives
102-20	143	Common Drives
102-21	38	Common Drives
102-21	39	Common Drives
102-21	40	Common Drives
102-21	41	Common Drives
102-21	42	Common Drives
102-21	43	Common Drives
102-21	44	Common Drives
102-18	2	Common Roads

ALL of the following lots located on that certain final subdivision map of Whiting Village at Crestwood, Section 72, filed in the Office of the Ocean County Clerk September 19, 1978, Map No. C-820, and for the purpose(s) hereinafter set forth;

* Block	Lot	Purpose
102-17	1	Common Areas
102-16	1	Common Areas
102-15	1	Common Areas
102-15	58	Common Areas
102-22	1	Common Areas
102-24	1	Common Areas
102-14	49	Common Areas
102-24	2	Common Areas
102-25	1	Common Areas
102-25	59	Common Areas
102-17	19	Common Drives
102-17	25	Common Drives
102-17	30	Common Drives
102-17	39	Common Drives
102-15	16	Common Drives
102-15	23	Common Drives
102-15	28	Common Drives
102-15	41	Common Drives
102-15	54	Common Drives
102-22	7	Common Drives
102-22	13	Common Drives
102-22	22	Common Drives
102-22	27	Common Drives
102-14	42, 37	Common Drives
102-16	22	Common Drives
102-24	5, 10, 15, 20,	Common Drives
	25, 30, 39,	Common Drives
	47, 52, 57,	Common Drives
	62, 67	Common Drives
102-23	3, 8, 13, 18,	Common Drives
	23, 28, 33,	Common Drives
	45, 52, 57,	Common Drives
	62, 67, 72	Common Drives
102-26	7	Common Drives
102-27	9	Common Drives
102-29	7, 15	Common Drives
102-28	8, 19, 26	Common Drives
102-25	6, 14, 19, 24,	Common Drives
	31, 41, 46,	Common Drives
	51, 56	Common Drives
102-18	3	Common Roads

\*All tax map references for the above described property are the same Block and Lot number as those indicated above.

TOGETHER with all and singular the buildings, improvements, ways, woods, waters, watercourses, rights, liberties, privileges, hereditaments and appurtenances to the same belonging or in anywise appertaining; and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and of every part and parcel thereof; AND ALSO all the estate, right, title, interest, use, possession, property, claim and demand whatsoever, of the Grantor both in law and in equity of, in and to the premises herein described, and every part and parcel thereof, with the appurtenances. TO HAVE AND TO HOLD all and singular, the premises herein described, together with the appurtenances, unto the Grantees and to Grantees' proper use and benefit forever.

SUBJECT TO THE FOLLOWING CONDITIONS:

1. All Lots set aside for "Common Drives" are to be utilized only for vehicular or pedestrian access to the building Lots adjacent thereto by the residents of such building Lots and their invitees.
2. All Lots set aside for "Common Areas" shall be maintained in their natural state and no trees, bushes, or other vegetation shall be removed unless same are dead or diseased or unless in the opinion of the Board of Governors of the Whiting Village at Crestwood Community Association, the removal of same is necessary to benefit the health, safety or general welfare of any resident of Whiting Village. Further, no structure shall be permitted or constructed on any of said Lots without the prior written permission of the Grantor and then, only if said structure will be compatible with maintenance of said Lots as a natural open space.

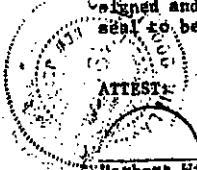
AND the Grantee by acceptance of this deed does hereby covenant and agree that it will not utilize or permit the lands and premises herein conveyed or assigned to be utilized for any purpose which is not contemplated hereby or by that certain Declaration of Covenants and Restrictions of Whiting Village at Crestwood - Section 70 recorded in the Ocean County Clerk's Office on September 6, 1977 in Book 3644, at Page 327 et seq., as amended or supplemented from time to time, without the express consent of the Grantor and of 75% of the members of the Grantee being first had and obtained. This covenant shall be enforceable both in law and in equity by the Grantor, any member of the Grantee, or the Township of Manchester.

AND the Grantor covenants that it has not done or executed, or knowingly suffered to be done or executed, any act, deed or thing whatsoever or by means whereof the premises conveyed herein, or any part thereof, now are or at any time hereafter, will or may be charged or encumbered in any manner or way whatsoever.

In all references herein to any parties, persons, entities or corporations, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require.

Wherever in this instrument any party shall be designated or referred to by name or general reference, such designation is intended to and shall have the same effect as if the words "heirs, executors, administrators, personal or legal representatives, successors and assigns" had been inserted after each and every such designation.

IN WITNESS WHEREOF, the Grantor has caused these presents to be signed and attested by its proper corporate officers and its corporate seal to be hereto affixed the day and year first above written.



*[Signature]*  
Herbert Wishnick, Secretary

*[Signature]*  
Miroslav A. Kokes, President

STATE OF NEW JERSEY )  
 ) sst.  
COUNTY OF OCEAN )

BE IT REMEMBERED, that on February 5, 1979, 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, deposes and makes proof to my satisfaction, that he is the Secretary of Crestwood Village, Inc., the Corporation named in the within Instrument; that MIROSLAV A. 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 that the seal affixed to said Instrument is the proper corporate seal and was thereto affixed and said Instrument signed and delivered by said President as and for the voluntary act and deed to said Corporation, in presence of deponent, who thereupon subscribed his name thereto as attesting witness; and that the full and actual consideration paid or to be paid for the transfer of title to realty evidenced by the within deed, as such consideration is defined in P.L. 1968, c. 49, Sec. 1(c), is One (\$1.00) Dollar.



Sworn to and subscribed before me, the date aforesaid.

*[Signature]*  
HARBRIE GURDOCK  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires July 18, 1982

*[Signature]*  
Herbert Wishnick

Prepared by: Wendell A. Smith

006669

RECORDED  
OCEAN COUNTY CLERK'S  
OFFICE

FEB 16 2 48 PM '79

BOOK 3799 PAGE 498  
P. [Signature]

DEED

CRESTWOOD VILLAGE, INC.

TO

WHITING VILLAGE AT CRESTWOOD  
COMMUNITY ASSOCIATION

DATED: February 5, 1979

RECORD AND RETURN TO:

General Land Abstract Company  
P.O. Box 1151  
Princeton, N.J. 08540

*Abstract - 1300 Chg*

SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS  
WHITING VILLAGE AT CRESTWOOD - SECTION 73

THIS DECLARATION, made the 8<sup>th</sup> day of May, 1981,  
by CRESTWOOD VILLAGE, INC., a New Jersey corporation, 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 235.27 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 deve-  
lop a residential community for senior citizens and is intended to  
ultimately contain from 1,025 to 1,087 single family homes to be  
located in one of several subdivisions now or hereafter to be  
established; and

WHEREAS, by Declaration dated September 6, 1977 and recorded  
on September 6, 1977 in the Ocean County Clerk's office at Book 3644  
at page 326, et seq. (the "Original Declaration"), the Declarant sub-  
jected certain lands and premises located in Whiting Village at  
Crestwood - Section 70 to certain covenants, restrictions, easements,  
charges and liens, which lands are more specifically described in  
Exhibit A of said Original Declaration; and

WHEREAS, by separate Supplemental Declaration of Covenants  
and Restrictions recorded by the Declarant in the Ocean County Clerk's

Office on June 3, 1978 and January 26, 1979, in Book 3723, Page 499 et seq., and Book 3794, Page 179 et seq., respectively, the Declarant subjected certain additional lands and premises located within Whiting Village at Crestwood to the aforesaid covenants, restrictions, easements, charges and liens, which lands are more specifically described in said Supplemental Declarations for Sections 71 and 72; and

WHEREAS, the Declarant now intends to construct 239 individual Homes together with certain roads, driveways and other improvements upon the lands described in Exhibit A-1 attached hereto and made a part hereof and as shown on that certain subdivision plat entitled "Final Map of Whiting Village at Crestwood - Section 73, Manchester Township, Ocean County, New Jersey" dated June, 1979, and prepared by Fellows, Read & Weber, Inc., which subdivision plat was duly filed in the Office of the Ocean County Clerk on December 5, 1979, Map No. D-966; and

WHEREAS, pursuant to Section 4 of Article VI of the Original Declaration, Declarant wishes to (i) provide for the preservation and maintenance of said additional dwelling units and 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, liens and provisions set forth in the Original Declaration each and all of which are intended to be for the benefit of said Property and each and every Owner thereof, and (ii) to amend the Original Declaration to comply with the legal requirements of the State of New Jersey; and

WHEREAS, the law of the State of New Jersey was amended effective November 1, 1979 to prohibit rights of first refusal with respect to residential dwelling units located within retirement communities, all as set forth in N.J.A.C. 5:26-6.5(10).

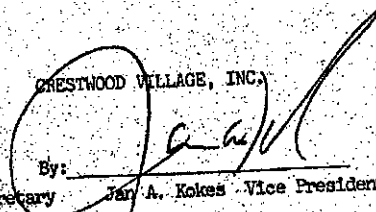
NOW, THEREFORE, Declarant hereby declares that the lands described in Exhibit A-1 hereof are and shall be held, transferred, sold conveyed, occupied and used subject to the covenants, restrictions, conditions, easements, charges, liens, and provisions set forth in the Original Declaration, all of which are hereby incorporated by reference as though fully set out herein.

FURTHER, the provisions of subparagraph (A) of Section 4 of Article III of the Original Declaration are hereby deleted in their entirety so as to expunge the right of first refusal set forth therein, together with any and all references to said subparagraph (s) contained in the Original Declaration.

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.



CRESTWOOD VILLAGE, INC.

By:  Jay A. Kokes Vice President

Prepared by: Wendell A. Smith, Esq.

FELLOWS, READ & WEBER, INC.  
310 Main Street  
Toms River, N. J. 08753

EXHIBIT A-1

BOOK 3996 PAGE 611

November 17, 1978  
Revised June 5, 1979  
Revised September 18, 1979

DESCRIPTION OF WHITING VILLAGE AT CRESTWOOD  
SECTION 73  
MANCHESTER TOWNSHIP, OCEAN COUNTY, NEW JERSEY

All that certain lots, tracts or parcels of land, situate, lying and being in the Township of Manchester, County of Ocean and State of New Jersey and being herein more particularly bounded and described as follows:

Beginning at a concrete monument being located in the most westerly corner of Lot 7, Block 102, N/F Crestwood Village, Inc., said monument being on the easterly right-of-way line (100 feet wide) of Lot 4, Block 200, N/F. Central Railroad of New Jersey; and running; thence

- (1) North 30° 44' 56" East, along said easterly right-of-way line of the Central Railroad of New Jersey, a distance of 529.95 feet to a point; thence
- (2) South 48° 39' 22" East a distance of 273.64 feet to a point on the easterly right-of-way line of Central Avenue (30 feet wide); thence
- (3) Along said line North 41° 20' 38" East a distance of 82.73 feet to a point; thence
- (4) South 48° 39' 22" East a distance of 80.00 feet to a point; thence
- (5) North 41° 20' 38" East a distance of 75.00 feet to a point; thence
- (6) South 48° 39' 22" East a distance of 76.05 feet to a point; thence
- (7) South 60° 33' 35" East a distance of 34.69 feet to a point; thence
- (8) South 41° 20' 38" West a distance of 82.16 feet to a point; thence
- (9) South 48° 39' 22" East a distance of 67.68 feet to a point; thence



Whiting Village  
Section 73

(2)

November 17, 1978

- (10) South  $41^{\circ} 20' 38''$  West a distance of 75.00 feet to a point; thence
- (11) South  $41^{\circ} 46' 50''$  East a distance of 84.40 feet to a point; thence
- (12) South  $46^{\circ} 15' 02''$  East a distance of 88.89 feet to a point; thence
- (13) South  $25^{\circ} 59' 21''$  East a distance of 122.09 feet to a point on the southerly right-of-way line of Longwood Drive (30 feet wide); thence
- (14) Along said line north  $64^{\circ} 00' 39''$  East a distance of 50.72 feet to a point of curvature; thence
- (15) In a northeasterly direction along a curve bearing to the left having a radius of 440.00 feet and an arc length of 10.23 feet to a point; thence
- (16) South  $27^{\circ} 19' 16''$  East a distance of 100.84 feet to a point; thence
- (17) North  $68^{\circ} 31' 10''$  East a distance of 82.15 feet to a point; thence
- (18) South  $35^{\circ} 47' 07''$  East a distance of 42.88 feet to a point; thence
- (19) North  $44^{\circ} 45' 18''$  East a distance of 48.31 feet to a point; thence
- (20) South  $45^{\circ} 14' 42''$  East a distance of 70.00 feet to a point; thence
- (21) North  $57^{\circ} 05' 26''$  East a distance of 73.68 feet to a point; thence
- (22) North  $38^{\circ} 02' 10''$  West a distance of 86.42 feet to a point; thence
- (23) North  $44^{\circ} 45' 18''$  East a distance of 61.80 feet to a point; thence
- (24) North  $47^{\circ} 50' 33''$  West a distance of 75.08 feet to a point; thence

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(3)

November 16, 1978

- (25) North 31° 43' 59" East a distance of 74.48 feet to a point;  
thence
- (26) North 58° 16' 01" West a distance of 7.31 feet to a point;  
thence
- (27) North 36° 52' 44" East a distance of 72.96 feet to a point;  
thence
- (28) North 74° 44' 01" East a distance of 58.50 feet to a point;  
thence
- (29) North 86° 22' 28" East a distance of 50.76 feet to a point;  
thence
- (30) North 21° 44' 56" East a distance of 20.00 feet to a point;  
thence
- (31) South 68° 15' 04" East a distance of 179.93 feet to a point  
on the easterly right-of-way line of Hummingbird Lane (30  
feet wide); thence
- (32) Along said line north 21° 44' 56" East a distance of 60.00  
feet to a point; thence
- (33) South 68° 15' 04" East a distance of 80.00 feet to a point;  
thence
- (34) North 21° 44' 56" East a distance of 75.00 feet to a point;  
thence
- (35) South 68° 15' 04" East a distance of 155.00 feet to a point;  
thence
- (36) North 21° 44' 56" East a distance of 115.00 feet to a point;  
thence
- (37) North 68° 15' 04" West a distance of 80.00 feet to a point;  
thence
- (38) North 21° 44' 56" East a distance of 55.00 feet to a point;  
thence
- (39) North 68° 15' 04" West a distance of 75.00 feet to a point;  
thence

Whiting Village  
Section 73

(4)

November 17, 1978

- (40) North 21° 44' 48" East, a distance of 149.80 feet to a point; thence
- (41) North 21° 14' 56" East a distance of 116.64 feet to a point on the northerly right-of-way line of Falmouth Avenue (30 feet wide); thence
- (42) Along said line north 68° 45' 04" West a distance of 108.89 feet to a point; thence
- (43) North 21° 14' 56" East a distance of 155.65 feet to a point; thence
- (44) South 72° 44' 11" East a distance of 110.00 feet to a point; thence
- (45) North 17° 15' 49" East a distance of 177.00 feet to a point; on the northerly right-of-way line of Chelsea Drive (30 feet wide); thence
- (46) Along said line North 72° 44' 11" West a distance of 63.92 feet to a point; thence
- (47) North 17° 15' 49" East a distance of 150.00 feet to a point; thence
- (48) South 72° 44' 11" East a distance of 50.00 feet to a point; thence
- (49) North 17° 15' 49" East a distance of 80.00 feet to a point; thence
- (50) South 72° 44' 11" East a distance of 75.00 feet to a point; thence
- (51) South 17° 15' 49" West a distance of 75.00 feet to a point; thence
- (52) South 72° 44' 11" East a distance 42.37 feet to a point; thence
- (53) South 20° 00' 50" West a distance of 39.89 feet to a point; thence
- (54) South 69° 59' 10" East, a distance of 140.00 feet to a point on the westerly right-of-way line of Brentwood Street (30 feet wide); thence

Whiting Village  
Section 73

(5)

BOOK 3996 PAGE 615  
November 17, 1978

- (55) Along said line South  $20^{\circ} 00' 50''$  West, a distance of 94.26 feet to a point of curvature; thence
- (56) Along a curve bearing to the right, having a radius of 15.00 feet and an arc length of 22.94 feet to a point on the northerly right-of-way line of Chelsea Drive (30 feet wide); thence
- (57) South  $16^{\circ} 59' 57''$  West, a distance of 30.00 feet to a point on a curve; thence
- (58) Along a curve bearing to the right, having a radius of 15.00 feet and an arc length of 22.45 feet to a point; thence
- (59) South  $68^{\circ} 10' 38''$  East, a distance of 30.39 feet to a point on a curve; thence
- (60) Along a curve bearing to the right, having a radius of 15.00 feet and an arc length of 24.87 feet to a point of tangency on the southerly right-of-way line of Chelsea Drive (30 feet wide); thence
- (61) South  $72^{\circ} 44' 10''$  East, a distance of 82.03 feet to a point of curvature; thence
- (62) Southeasterly along a curve bearing to the left, having a radius of 315.00 feet and an arc length of 123.81 feet to a point of tangency; thence
- (63) South  $08^{\circ} 07' 54''$  East, a distance of 67.32 feet to a point; thence
- (64) North  $78^{\circ} 00' 50''$  East, a distance of 75.00 feet to a point; thence
- (65) South  $11^{\circ} 59' 10''$  East, a distance of 78.74 feet to a point; thence
- (66) North  $80^{\circ} 54' 59''$  East, a distance of 48.85 feet to a point; thence
- (67) South  $11^{\circ} 59' 10''$  East, a distance of 40.00 feet to a point; thence
- (68) North  $80^{\circ} 51' 30''$  East, a distance of 76.31 feet to a point; thence
- (69) North  $11^{\circ} 59' 10''$  West, a distance of 65.00 feet to a point; thence

- (70) South  $78^{\circ} 00' 50''$  West, a distance of 15.00 feet to a point;  
thence
- (71) North  $11^{\circ} 59' 10''$  West, a distance of 5.00 feet to a point;  
thence
- (72) North  $78^{\circ} 00' 50''$  East, a distance of 43.55 feet to a point;  
thence
- (73) South  $02^{\circ} 33' 15''$  East, a distance of 9.34 feet to a point;  
thence
- (74) South  $88^{\circ} 59' 10''$  East, a distance of 70.00 feet to a point;  
thence
- (75) South  $01^{\circ} 00' 50''$  West, a distance of 25.00 feet to a point;  
thence
- (76) South  $88^{\circ} 59' 10''$  East, a distance of 60.00 feet to a point;  
thence
- (77) North  $01^{\circ} 00' 50''$  East, a distance of 70.00 feet to a point;  
thence
- (78) North  $88^{\circ} 59' 10''$  West, a distance of 20.00 feet to a point;  
thence
- (79) North  $01^{\circ} 00' 50''$  East, a distance of 10.00 feet to a point;  
thence
- (80) South  $88^{\circ} 59' 10''$  East, a distance of 57.00 feet to a point;  
thence
- (81) South  $01^{\circ} 00' 50''$  West, a distance of 10.00 feet to a point;  
thence
- (82) North  $88^{\circ} 59' 10''$  West, a distance of 15.00 feet to a point;  
thence
- (83) South  $01^{\circ} 00' 50''$  West, a distance of 110.00 feet to a point;  
thence
- (84) North  $88^{\circ} 59' 10''$  West, a distance of 115.00 feet to a point;  
thence
- (85) South  $01^{\circ} 00' 50''$  West, a distance of 30.00 feet to a point;  
thence
- (86) North  $88^{\circ} 59' 10''$  West, a distance of 55.60 feet to a point;  
thence

Whiting Village  
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(7)

November 17, 1978

- (87) South  $79^{\circ} 20' 30''$  West, a distance of 68.81 feet to a point;  
thence.
- (88) South  $14^{\circ} 38' 49''$  East, a distance of 75.00 feet to a point  
on a curve lying in the northerly right-of-way line of Hart-  
ford Road (30 feet wide); thence
- (89) Southwesterly along a curve bearing to the left having a radius  
of 300.00 feet and an arc length of 43.00 feet to a point;  
thence
- (90) South  $22^{\circ} 51' 34''$  East, a distance of 30.00 feet to a point  
on a curve lying in the southerly right-of-way line of Hart-  
ford Road (30 feet wide); thence
- (91) South  $14^{\circ} 32' 36''$  East, a distance of 71.87 feet to a point;  
thence
- (92) South  $22^{\circ} 48' 21''$  East, a distance of 60.18 feet to a point;  
thence
- (93) North  $67^{\circ} 11' 39''$  East, a distance of 50.00 feet to a point;  
thence
- (94) South  $22^{\circ} 48' 21''$  East, a distance of 5.00 feet to a point;  
thence
- (95) South  $67^{\circ} 11' 39''$  West, a distance of 20.00 feet to a point;  
thence
- (96) South  $22^{\circ} 48' 21''$  East, a distance of 70.00 feet to a point;  
thence
- (97) North  $67^{\circ} 11' 39''$  East, a distance of 60.00 feet to a point;  
thence
- (98) North  $22^{\circ} 48' 21''$  West, a distance of 47.00 feet to a point;  
thence
- (99) North  $67^{\circ} 11' 39''$  East, a distance of 70.00 feet to a point;  
thence
- (100) North  $22^{\circ} 48' 21''$  West, a distance of 36.49 feet to a point;  
thence

Whiting Village  
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(8)

November 17, 1978

- (101) South 88° 59' 10" East, a distance of 69.51 feet to a point;  
thence
- (102) South 04° 25' 06" West, a distance of 53.08 feet to a point;  
thence
- (103) North 77° 04' 50" West, a distance of 45.51 feet to a point;  
thence
- (104) South 57° 55' 10" West, a distance of 21.21 feet to a point;  
thence
- (105) South 12° 55' 10" West, a distance of 55.00 feet to a point;  
thence
- (106) South 77° 04' 50" East, a distance of 40.00 feet to a point;  
thence
- (107) South 12° 55' 10" West, a distance of 20.00 feet to a point;  
thence
- (108) North 77° 04' 50" West, a distance of 25.01 feet to a point;  
thence
- (109) South 18° 53' 20" West, a distance of 70.00 feet to a point;  
thence
- (110) South 45° 19' 00" West, a distance of 65.00 feet to a point;  
thence
- (111) North 44° 41' 00" West, a distance of 70.00 feet to a point;  
thence
- (112) South 45° 19' 00" West, a distance of 60.00 feet to a point;  
thence
- (113) South 44° 41' 00" East, a distance of 70.00 feet to a point;  
thence
- (114) North 45° 19' 00" East, a distance of 20.00 feet to a point;  
thence
- (115) South 44° 41' 00" East, a distance of 5.00 feet to a point;  
thence
- (116) South 45° 19' 00" West, a distance of 130.00 feet to a point;  
thence

Whiting Village  
Section 73

(9)

November 17, 1978

- (117) North 44° 41' 00" West, a distance of 60.00 feet to a point; thence
- (118) South 45° 19' 00" West, a distance of 65.00 feet to a point; thence
- (119) South 44° 41' 00" East, a distance of 70.00 feet to a point; thence
- (120) North 45° 19' 00" East, a distance of 25.00 feet to a point; thence
- (121) South 44° 41' 00" East, a distance of 5.00 feet to a point; thence
- (122) South 45° 19' 00" West, a distance of 135.00 feet to a point; thence
- (123) South 44° 41' 00" East, a distance of 35.00 feet to a point; thence
- (124) South 45° 19' 00" West, a distance of 20.00 feet to a point; thence
- (125) North 44° 41' 00" West, a distance of 35.00 feet to a point; thence
- (126) South 45° 19' 00" West, a distance of 70.00 feet to a point; thence
- (127) South 44° 41' 00" East, a distance of 125.00 feet to a point on the westerly right-of-way line of Norwalk Avenue (30 feet wide); thence
- (128) Along said line South 45° 19' 00" West, a distance of 51.24 feet to a point; thence
- (129) South 44° 41' 00" East, a distance of 30.00 feet to a point on a curve; said point lying on the easterly right-of-way line of Norwalk Avenue (30 feet wide); thence
- (130) Northeasterly along a curve bearing to the right having a radius of 5.00 feet, and an arc length of 7.85 feet to a point of tangency; thence



Whiting Village  
Section 73

(10)

November 17, 1978

- (131) South 44° 41' 00" East, a distance of 190.20 feet to a point, thence
- (132) South 46° 39' 15" West, a distance of 1637.91 feet to a point, thence.
- (133) North 40° 36' 27" West, a distance of 2059.45 feet to a concrete monument being the true point and place of beginning.

Containing 71.60 acres and being in accordance with a map entitled "Final Map of Whiting Village at Crestwood Section 73, Manchester Township, Ocean County, New Jersey", dated June, 1979, prepared by Fellows, Read & Weber, Inc., Consulting Engineers,

/cm

014858

RECORDED  
OCEAN COUNTY  
CLERK'S OFFICE

MAY 13 10 10 AM '81

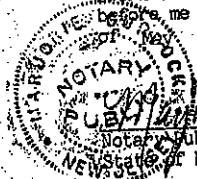
*3996  
of  
F. Kennedy*

*Shore of ...  
...  
...*

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

BE IT REMEMBERED, that on this 8th day of May, 1981, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared Jerry J. Kokes, 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 Jan A. 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.

  
\_\_\_\_\_  
Jerry J. Kokes

Sworn to and Subscribed  
before me this 8th day  
of May, 1981  
  
Notary Public of the  
State of New Jersey

MARJORIE GUROCK  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires 12/18/1982

7/14/82

ADGRVST—1

# DEED

COUNTY OF OCEAN	
CONSIDERATION	1.00
REALTY TRANSFER FEE	Exempt
DATE	3/4/83
BY	MD

This Deed is made on February 24, 19 83

BETWEEN CRESTWOOD VILLAGE, INC.

a corporation of the state of New Jersey  
having its principal office at P.O. Box 166, Whiting, New Jersey 08759  
referred to as the Grantor,

AND WHITING VILLAGE AT CRESTWOOD COMMUNITY ASSOCIATION

whose post office address is P.O. Box 166, Whiting, New Jersey 08759  
referred to as the Grantee.  
The word "Grantee" shall mean all Grantees listed above.

Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) the property described below to the Grantee. This transfer is made for the sum of  
ONE AND 00/100 (\$1.00) DOLLAR  
The Grantor acknowledges receipt of this money.

Tax Map Reference. (N.J.S.A. 46:15-2.1) Municipality of Manchester Township  
Block No. 102-24 Lot No. 2 Account No.  
 No property tax identification number is available on the date of this Deed. (Check box if applicable.)

Property. The property consists of the land and all the buildings and structures on the land in the Township of Manchester County of Ocean and State of New Jersey. The legal description is:

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 most northerly corner of Block 102, Lot 7, N/F Crestwood Village, Inc., and running thence (1) Along a curve bearing to the right, having a radius of 1929.17 feet and an arc length of 578.41 feet along the southerly side line of Block 102, Lot 5 to a point of curve in the north-westerly side line of Falmouth Avenue; thence (2) Continuing along the north-westerly side line of Falmouth Avenue, on a curve bearing to the right, having a radius of 40.00 feet and an arc length of 10.68 feet to a point of tangency; thence (3) Continuing along the same South 48 degrees 01 minutes 00 seconds West, a distance of 85.09 feet to a point of curvature; thence (4) Continuing along the same along a curve bearing to the right, having a radius of 225.00 feet and an arc length of 80.01 feet to a point of tangency; thence (5) Continuing along the same South 68 degrees 23 minutes 23 seconds West, a distance of 246.63 feet to a point of curvature; thence (6) Continuing along the same along a curve bearing to the left, having a radius of 515.00 feet and an arc length of 175.00 feet to a point; thence (7) North 41 degrees 04 minutes 47 seconds West, a distance of 274.37 feet to a point; thence (8) North 30 degrees 44 minutes 56 seconds East, a distance of 97.93 feet to a point of curvature; thence (9) Along a curve bearing to the left, having a radius of 3121.00 feet and an arc length of 343.00 feet to a point being the true point and place of BEGINNING.

BEING in accordance with a drawing entitled, "Final Site Plan Clubhouse VII Whiting Village at Crestwood, Manchester Township, Ocean County, New Jersey, prepared by Fellows, Read & Weber, Inc., dated August, 1977.

SUBJECT TO easements, agreements, reservations and restrictions of record, and such facts as an accurate survey of the property would reveal.

BY these presents the Grantor does further remise, release and forever quitclaim unto the Grantee all furniture, fixtures, equipment and other personal property in, on or about the property subject to this Deed and used by the members of the Grantee in connection therewith.

BEING a part of the lands and premises acquired by the Grantor by virtue of Deed from Bernard Feifer and Beverly Jane Feifer, his wife, to Sunny Pine Contracting Corp. (now known as Crestwood Village, Inc.) dated June 27, 1974 and recorded in the Office of the Clerk of Ocean County on July 1, 1974 in Book 3396 of Deeds at Page 699.

STATE OF NEW JERSEY  
AFFIDAVIT OF CONSIDERATION OR EXEMPTION  
(c. 49, P.L. 1968)  
or  
PARTIAL EXEMPTION  
(c. 176, P.L. 1975)

BOOK 4107 PAGE 613

ALL-STATE LEGAL SUPPLY CO.  
One Commerce Drive, Cranford, N. J. 07016  
A.D.G. RV 51-1

To Be Recorded With Deed Pursuant to c. 49, P.L. 1968 (N.J.S.A. 46:15-5 et seq.)

STATE OF NEW JERSEY  
COUNTY OF OCEAN } ss.

FOR RECORDER'S USE ONLY  
Consideration \$ 1.00  
Realty Transfer Fee \$ Exempt  
Date 2/24/83 By [Signature]

\*Use symbol "C" to indicate that fee is exclusively for county use.

(1) PARTY OR LEGAL REPRESENTATIVE (See Instructions #3, 4 and 5 on reverse side)

Deponent, MIROSLAV A. KOKES, being duly sworn according to law upon his/her oath deposes and says that he/she is the President of Crestwood Village, Inc., the Grantor in a deed dated February 24, 1983, transferring real property identified as Block No. 102-24 Lot No. 2 located at Falmouth Avenue, Whiting, Manchester Township, Ocean County, New Jersey, and annexed hereto.

(2) CONSIDERATION (See Instruction #6)

Deponent states that, with respect to deed hereto annexed, the actual amount of money and the monetary value of any other thing of value constituting the entire compensation paid or to be paid for the transfer of title to the lands, tenements or other realty, including the remaining amount of any prior mortgage to which the transfer is subject or which is to be assumed, and agreed to be paid by the grantee and any other lien or encumbrance thereon not paid, satisfied or removed in connection with the transfer of title is \$1.00

(3) FULL EXEMPTION FROM FEE Deponent claims that this deed transaction is fully exempt from the Realty Transfer Fee imposed by c. 49, P.L. 1968, for the following reason(s): Explain in detail. (See Instruction #7.) Mere reference to exemption symbol is not sufficient.

Consideration less than \$100.00

(4) PARTIAL EXEMPTION FROM FEE NOTE: All boxes below apply to grantor(s) only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will void claim for partial exemption. (See Instruction #8)

Deponent claims that this deed transaction is exempt from the increased portion of the Realty Transfer Fee imposed by c. 176, P.L. 1975 for the following reason(s):

- a) SENIOR CITIZEN (See Instruction #8)
- [ ] Grantor(s) 62 yrs. of age or over.
- [ ] One or two-family residential premises.
- [ ] Owned and occupied by grantor(s) at time of sale.
- [ ] No joint owners other than spouse or other qualified exempt owners.
- b) BLIND (See Instruction #8)
- [ ] Grantor(s) legally blind.
- [ ] One or two-family residential premises.
- [ ] Owned and occupied by grantor(s) at time of sale.
- [ ] No joint owners other than spouse or other qualified exempt owners.
- c) DISABLED (See Instruction #8)
- [ ] Grantor(s) permanently and totally disabled.
- [ ] One or two-family residential premises.
- [ ] Receiving disability payments.
- [ ] Owned and occupied by grantor(s) at time of sale.
- [ ] Not gainfully employed.
- [ ] No joint owners other than spouse or other qualified exempt owners.
- d) NEW CONSTRUCTION (See Instruction #8)
- [ ] Entirely new improvement.
- [ ] Not previously used for any purpose.
- [ ] Not previously occupied.

\*IN THE CASE OF HUSBAND AND WIFE, ONLY ONE GRANTOR NEED QUALIFY.

Deponent makes affidavit to induce the County Clerk or Register of Deeds to record the deed and accept the same submitted herewith in accordance with the provisions of c. 49, P.L. 1968.

Subscribed and Sworn to before me this day of February 24, 1983.

[Signature]
MARJORIE GURDOCK
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires July 25, 1987

[Signature]
Name of Deponent MIROSLAV A. KOKES
Address of Deponent

FOR OFFICIAL USE ONLY This space for use of County Clerk or Register of Deeds.
Instrument Number 7401 County Ocean
Deed Number Book 4107 Page 613
Deed Dated 2-24-83 Date Recorded 3-4-83


IMPORTANT - BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE HEREOF.

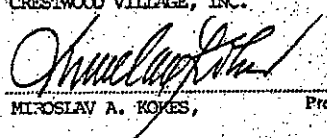
This form is prescribed by the Director, Division of Taxation in the Department of the Treasury, as required by law, and may not be altered or amended without the approval of the Director.
ORIGINAL - White copy to be retained by County.
DUPLICATE - Yellow copy to be forwarded by County to Division of Taxation, pursuant to N.J.A.C. 19:18-2.12.
TRIPLICATE - Pink copy is your file copy.

WHITE AND YELLOW COPIES MUST BE SUBMITTED WITH DEED TO COUNTY RECORDING OFFICER

**Promises by Grantor.** The Grantor promises that the Grantor has done no act to encumber the property. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).

**Signatures.** This Deed is signed and attested to by the Grantor's proper corporate officers as of the date at the top of the first page. Its corporate seal is affixed.

Attested by:   
Jan A. Kokes, Vice President

CRESTWOOD VILLAGE, INC.  
By:   
MIROSLAV A. KOKES, President

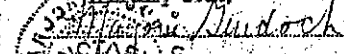
STATE OF NEW JERSEY, COUNTY OF OCEAN SS.:

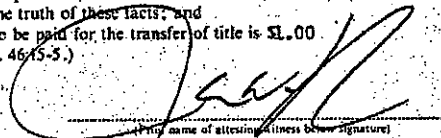
I CERTIFY that on February 24, 1983  
Jan A. Kokes

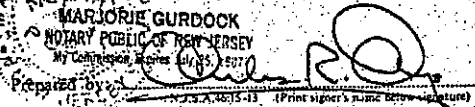
personally came before me and this person acknowledged under oath, to my satisfaction, that:

- (a) this person is the secretary of CRESTWOOD VILLAGE, INC. the corporation named in this Deed;
- (b) this person is the attesting witness to the signing of this Deed by the proper corporate officer who is MIROSLAV A. KOKES the President of the corporation;
- (c) this Deed was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Board of Directors;
- (d) this person knows the proper seal of the corporation which was affixed to this Deed;
- (e) this person signed this proof to attest to the truth of these facts; and
- (f) the full and actual consideration paid or to be paid for the transfer of title is \$1.00 (Such consideration is defined in N.J.S.A. 46:15-3.)

Signed and sworn to before me on  
February 24th, 1983

  
MARJORIE GURDOCK  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires 11/25/87

  
Print name of attesting witness below signature  
Jan A. Kokes

Prepared by:   
CHARLES R. ORENYO, ESQ.

DEED

CRESIWOOD VILLAGE, INC.

Record and return to:

Grantor.

TO

WHITING VILLAGE AT CRESIWOOD  
COMMUNITY ASSOCIATION

Grantee.

*15. City Chamberlain, Secretary*

007401

RECORDED  
OCEAN COUNTY  
CLERK'S OFFICE

MAR 4 2 41 PM '83

*4107 PAGE 612  
of Deeds  
P. Chamberlain*

GENERAL LAND ABSTRACT CO.  
389 MAIN STREET  
METUCHEN, N.J. 08840

*P & R*

*71096*

# DEED

This Deed is made on February 24, 1983

BETWEEN CRESTWOOD VILLAGE, INC.

COUNTY OF OCEAN	
CONSIDERATION	<u>1.00</u>
REALTY TRANSFER FEE	<u>Expense</u>
DATE	<u>2/24/83</u> BY <u>MB</u>

a corporation of the state of New Jersey  
having its principal office at P.O. Box 166, Whiting, New Jersey 08759

referred to as the Grantor.

AND WHITING VILLAGE AT CRESTWOOD COMMUNITY ASSOCIATION

whose post office address is P.O. Box 166, Whiting, New Jersey 08759

referred to as the Grantee.

The word "Grantee" shall mean all Grantees listed above.

Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) the property described below to the Grantee. This transfer is made for the sum of

ONE AND 00/100 (\$1.00) DOLLAR

The Grantor acknowledges receipt of this money.

Tax Map Reference. (N.J.S.A. 46:15-2.1) Municipality of Manchester Township  
Block No. 102-24 Lot No. 2 Account No.

No property tax identification number is available on the date of this Deed. (Check box if applicable.)

Property. The property consists of the land and all the buildings and structures on the land in the Township of Manchester and State of New Jersey. The legal description is:

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 most northerly corner of Block 102, Lot 7, N/F Crestwood Village, Inc., and running thence (1) Along a curve bearing to the right, having a radius of 1929.17 feet and an arc length of 578.41 feet along the southerly side line of Block 102, Lot 5 to a point of curve in the north-westerly side line of Falmouth Avenue; thence (2) Continuing along the north-westerly side line of Falmouth Avenue, on a curve bearing to the right, having a radius of 40.00 feet and an arc length of 10.68 feet to a point of tangency; thence (3) Continuing along the same South 48 degrees 01 minutes 00 seconds West, a distance of 85.09 feet to a point of curvature; thence (4) Continuing along the same along a curve bearing to the right, having a radius of 225.00 feet and an arc length of 80.01 feet to a point of tangency; thence (5) Continuing along the same South 68 degrees 23 minutes 23 seconds West, a distance of 246.63 feet to a point of curvature; thence (6) Continuing along the same along a curve bearing to the left, having a radius of 515.00 feet and an arc length of 175.00 feet to a point; thence (7) North 41 degrees 04 minutes 47 seconds West, a distance of 274.37 feet to a point; thence (8) North 30 degrees 44 minutes 56 seconds East, a distance of 97.93 feet to a point of curvature; thence (9) Along a curve bearing to the left, having a radius of 3121.00 feet and an arc length of 348.00 feet to a point being the true point and place of BEGINNING.

BEING in accordance with a drawing entitled, "Final Site Plan Clubhouse VII Whiting Village at Crestwood, Manchester Township, Ocean County, New Jersey, prepared by Fellows, Read & Weber, Inc., dated August, 1977.

SUBJECT TO easements, agreements, reservations and restrictions of record, and such facts as an accurate survey of the property would reveal.

BY these presents the Grantor does further remise, release and forever quitclaim unto the Grantee all furniture, fixtures, equipment and other personal property in, on or about the property subject to this Deed and used by the members of the Grantee in connection therewith.

BEING a part of the lands and premises acquired by the Grantor by virtue of Deed from Bernard Feifer and Beverly Jane Feifer, his wife, to Sunny Pine Contracting Corp. (now known as Crestwood Village, Inc.) dated June 27, 1974 and recorded in the Office of the Clerk of Ocean County on July 1, 1974 in Book 3396 of Deeds at Page 699.

STATE OF NEW JERSEY  
AFFIDAVIT OF CONSIDERATION OR EXEMPTION  
(c. 49, P.L. 1968)  
OR  
PARTIAL EXEMPTION  
(c. 176, P.L. 1975)

To Be Recorded With Deed Pursuant to c. 49, P.L. 1968 (N.J.S.A. 46:15-5 et seq.)

STATE OF NEW JERSEY }  
COUNTY OF OCEAN } ss.

FOR RECORDER'S USE ONLY

Consideration \$ 1.00  
Realty Transfer Fee \$ Exempt  
Date 2/24/83 By [Signature]

\*Use symbol "C" to indicate that fee is exclusively for county use.

(1) PARTY OR LEGAL REPRESENTATIVE (See Instructions #3, 4 and 5 on reverse side)

Deponent, MIROSLAV A. KOKES, being duly sworn according to law upon his/her oath deposes and says that he/she is the President of Crestwood Village, Inc., the Grantor in a deed dated February 24, 1983 transferring real property identified as Block No. 102-24 Lot No. 2 located at Falmouth Avenue, Whiting, Manchester Township, Ocean County, New Jersey, and annexed hereto.

(2) CONSIDERATION (See Instruction #6)

Deponent states that, with respect to deed hereto annexed, the actual amount of money and the monetary value of any other thing of value constituting the entire compensation paid or to be paid for the transfer of title to the lands, tenements or other realty, including the remaining amount of any prior mortgage to which the transfer is subject or which is to be assumed and agreed to be paid by the grantee and any other lien or encumbrance thereon not paid, satisfied or removed in connection with the transfer of title is \$1.00

(3) FULL EXEMPTION FROM FEE Deponent claims that this deed transaction is fully exempt from the Realty Transfer Fee imposed by c. 49, P.L. 1968, for the following reason(s): Explain in detail. (See Instruction #7.) Mere reference to exemption symbol is not sufficient.

Consideration less than \$100.00

(4) PARTIAL EXEMPTION FROM FEE NOTE: All boxes below apply to grantor(s) only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will void claim for partial exemption. (See Instruction #8)

Deponent claims that this deed transaction is exempt from the increased portion of the Realty Transfer Fee imposed by c. 176, P.L. 1975 for the following reason(s):

- a) SENIOR CITIZEN (See Instruction #8)
- Grantor(s) 62 yrs. of age or over.
- One or two-family residential premises.
- Owned and occupied by grantor(s) at time of sale.
- No joint owners other than spouse or other qualified exempt owners.
- b) BLIND (See Instruction #8)
- Grantor(s) legally blind.
- One or two-family residential premises.
- Owned and occupied by grantor(s) at time of sale.
- No joint owners other than spouse or other qualified exempt owners.
- c) DISABLED (See Instruction #8)
- Grantor(s) permanently and totally disabled.
- One or two-family residential premises.
- Receiving disability payments.
- Owned and occupied by grantor(s) at time of sale.
- Not gainfully employed.
- No joint owners other than spouse or other qualified exempt owners.
- \*IN THE CASE OF HUSBAND AND WIFE, ONLY ONE GRANTOR NEED QUALIFY.
- d) NEW CONSTRUCTION (See Instruction #8)
- Entirely new improvement.
- Not previously used for any purpose.
- Not previously occupied.

Deponent makes affidavit to induce the County Clerk or Register of Deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of c. 49, P.L. 1968.

Subscribed and Sworn to before me this day of February 24, 1983.

MARJORIE GURDOCK
CLERK PUBLIC OF NEW JERSEY
My Commission Expires July 26, 1987

[Signature]
Name of Deponent MIROSLAV A. KOKES
Address of Deponent

FOR OFFICIAL USE ONLY This space for use of County Clerk or Register of Deeds.
Instrument Number 7401 County Ocean
Deed Number Book 4107 Page 613
Deed Dated 2-24-83 Date Recorded 3-4-83

IMPORTANT - BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE HEREOF.

This form is prescribed by the Director, Division of Taxation in the Department of the Treasury, as required by law, and may not be altered or amended without the approval of the Director.
ORIGINAL - White copy to be retained by County.
DUPLICATE - Yellow copy to be forwarded by County to Division of Taxation, pursuant to N.J.A.C. 18:18-8.12.
TRIPLICATE - Pink copy is your file copy.

WHITE AND YELLOW COPIES MUST BE SUBMITTED WITH DEED TO COUNTY RECORDING OFFICER



Promise by Grantor. The Grantor promises that the Grantor has done no act to encumber the property. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).

Signatures. This Deed is signed and attested to by the Grantor's proper corporate officers as of the date at the top of the first page. Its corporate seal is affixed.

Attested by: *[Signature]*  
Jan A. Kokes, Vice President

CRESTWOOD VILLAGE, INC.

By: *[Signature]*  
MIROSLAV A. KOKES, President

STATE OF NEW JERSEY, COUNTY OF OCEAN SS.:

I CERTIFY that on February 24, 1983  
Jan A. Kokes

personally came before me and this person acknowledged under oath, to my satisfaction, that:

- (a) this person is the secretary of CRESTWOOD VILLAGE, INC. the corporation named in this Deed;
- (b) this person is the attesting witness to the signing of this Deed by the proper corporate officer who is MIROSLAV A. KOKES the President of the corporation;
- (c) this Deed was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Board of Directors;
- (d) this person knows the proper seal of the corporation which was affixed to this Deed;
- (e) this person signed this proof to attest to the truth of these facts; and
- (f) the full and actual consideration paid or to be paid for the transfer of title is \$1.00 (Such consideration is defined in N.J.S.A. 46:15-5.)

Signed and sworn to before me on February 24th, 1983

*[Signature]*  
MARJORIE GURDOCK  
ROTARY PUBLIC OF NEW JERSEY  
My Commission Expires 11/15/83

*[Signature]*  
Jan A. Kokes

Prepared by: *[Signature]*  
CHARLES R. ORENYO, ESQ.

DEED

CRESTWOOD VILLAGE, INC.

Record and return to:

Grantor,

TO

WHITING VILLAGE AT CRESTWOOD  
COMMUNITY ASSOCIATION

Grantee.

*15. City Shimbun, Seabrook*

007401

RECORDED  
OCEAN COUNTY  
CLERK'S OFFICE

MAR 4 2 41 PM '83

*4107*  
*612*  
*to Deeds*  
*E. Shimbun*

GENERAL LAND ABSTRACT CO.  
389 MAIN STREET  
METUCHEN, N.J. 08840

*PK*

*71096*