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DECLARATION OF COVENANTS, RESTRICTIONS,  
EASEMENTS, CHARGES AND LIENS

THIS DECLARATION, made this 25th day of March, 1969, by LEVITT AND SONS, INCORPORATED, a Delaware corporation having an office at Marcus Avenue and Lakeville Road, Lake Success, New York, hereinafter referred to as the "DEVELOPER".

WITNESSETH:

WHEREAS, Developer is the owner of the real property described in Exhibit "A" of this Declaration and desires to develop thereon a residential community; and

WHEREAS, Developer desires to provide certain common lands and facilities for recreational purposes for the benefit of such community and to provide for the maintenance of said common lands and facilities; and to this end desires to subject the aforesaid real property, hereinafter referred to in Article II as the "Existing Property", to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Developer has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an agency to which will be delegated and assigned the powers of maintaining and administering the aforesaid common lands and facilities, administering and enforcing these covenants and restrictions and levying, collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, a non-profit corporation is about to be incorporated under the laws of the State of New Jersey for the purpose of exercising the functions aforesaid;

NOW, THEREFORE, the Developer declares that the real property referred to in Article II hereof and more particularly described in Exhibit "A" attached hereto and forming a part hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "Covenants and Restrictions") hereinafter set forth.

ARTICLE I  
DEFINITIONS

Section 1. The following words when used in this Declaration or in any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings;

- (a) "Association" shall mean and refer to the non-profit corporation referred to above.
- (b) "The Properties" shall mean and refer to all such existing properties and additions thereto, both Lots and Common Areas, as are subject to this Declaration or any Supplemental Declaration under the provisions of Article II hereof.

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- (c) "Common Areas" shall mean and refer to those areas of land which are intended to be devoted to the common use and enjoyment of the members of the Association as herein defined, rather than dedicated for use by the general public. Developer intends to acquire for this purpose a parcel of land, containing not less than two (2) acres, within three (3) miles of the premises described in Exhibit "A". Such parcel of land shall be subjected to the provisions of this Declaration by the filing of an appropriate Supplemental Declaration. In the event that the Developer is unable to acquire such land within two (2) years from the date hereof, or in the event that it is unable to secure zoning and all other necessary governmental approval (s) with respect to same, the Developer, its successors and assigns may declare this Declaration to have terminated and expired and may release and extinguish this Declaration, and all of the covenants, restrictions, easements, charges and liens created hereby, as to that property described in Exhibit "A" without the joinder or consent of any other person or entity.
- (d) "Lot" shall mean and refer to any plot of land intended and subdivided for residential use, shown upon any of the recorded subdivision plats of The Properties, but shall not include the Common Areas as heretofore defined.
- (e) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot but shall not mean or refer to any mortgagee or subsequent holder of a mortgage, unless and until such mortgagee or holder had acquired title pursuant to foreclosure or any proceedings in lieu of foreclosure.
- (f) "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article III, Section I, hereof.

ARTICLE II  
PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Existing Property. The real property which is and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration is located in Freehold Township, Monmouth County, New Jersey, and is more fully described in Exhibit "A" attached hereto and forming a part hereof, all of which real property shall hereinafter be referred to as "Existing Property."

Section 2. Additions to Existing Property. Additional lands may become subject to this Declaration in the following manner:

- (a) Additions by Developer. The Developer, its successors or assigns shall have the right until December 31, 1979, to bring within the scheme of this Declaration additional properties consisting of residential developments in which the Developer proposes to construct single family houses in substantially the same price range as those to be constructed by it on the land described in Exhibit "A". However, neither the Developer nor its successors and assigns, shall be bound to make such additions. The

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additions under this and the succeeding sub-section shall be made by filing of record a Supplemental Declaration with respect to the additional property which shall extend the scheme of this Declaration to such property. Such Supplemental Declaration may contain such complementary additions and modifications of the Covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the scheme of this Declaration. In no event, however, shall such Supplemental Declaration revoke, modify or add to the covenants established by this Declaration within the Existing Property.

- (b) Other Additions. Upon approval in writing of the Association pursuant to a vote of its Members, the Owner of any property who desires to add it to the scheme of this Declaration and to subject it to the jurisdiction of the Association, may file of record a Supplemental Declaration of Covenants and restrictions as described in subsection (a) hereof.

### ARTICLE III MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record Owner (as defined in Article I) of any Lot which is subject by this Declaration to assessment by the Association shall be a member of the Association.

Section 2. Voting rights. The Association shall have two classes of voting membership:

Class A. Class "A" Members shall be all Owners excepting the Developer and excepting any other person or entity which acquires title to all or a substantial portion of the Properties for the purpose of developing thereon a residential community. Class "A" Members shall be entitled to one vote for each Lot in which they hold the interests required for membership by Section 1. When more than one person holds such interest or interests in any Lot all such persons shall be Members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

Class B. Class "B" Members shall be the Developer, its successors or assigns. The Class "B" Member shall be entitled to four (4) votes for each Lot in which it holds the interest required for membership by Section 1 provided that upon the happening of either of the following events, whichever first occurs, the Class "B" Member shall be entitled to only one vote for each such lot:

(a) when the total votes outstanding in the Class "A" membership equal the total votes outstanding in the Class "B" membership; or

(b) on December 31, 1973.

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When a purchaser of an individual Lot takes title thereto from the Developer, he becomes a Class "A" Member and the membership of the Developer as to such Lot shall cease.

ARTICLE IV  
PROPERTY RIGHTS IN THE COMMON AREAS

Section 1. <sup>fr</sup>Members' Easements of Enjoyment. Subject to the provisions of Section 3 of this Article IV, every Member shall have a right and easement of enjoyment in and to the Common Areas and such easement shall be appurtenant to and shall pass with the title to every Lot.

Section 2. Title to Common Areas. The Developer may retain the legal title to the Common Areas until such time as it has completed improvements thereon and until such time as in the sole opinion of the Developer, the Association is able to maintain the same. Notwithstanding any provision herein the Developer hereby covenants, for itself, its successors and assigns, that it will convey the Common Areas to the Association not later than December 31, 1973, subject, however, to the following additional covenants and conditions, which shall be deemed to run with the land and shall be binding upon the Association, its successors and assigns.

- (a) The Common Areas shall be used exclusively for non-profit recreational purposes, and uses incidental thereto.
- (b) In order to preserve and enhance the property values and amenities of the Community, the Common Areas and all facilities now or hereafter built or installed thereon shall at all times be maintained in good repair and condition and shall be operated in accordance with high standards. Further, it shall be an express affirmative obligation of the Association to keep the swimming pool, and facilities appurtenant thereto, open, adequately staffed and operating during those months and during such hours as outdoor swimming pools are normally in operation in this locality.
- (c) For a period of fifteen (15) years from date of the conveyance to the Association, no site development work shall be done or changed, nor shall any building or structure be erected, reconstructed or altered (except for interior construction or alterations) without the prior, written approval by the Developer, its successors or assigns, of the plans and specifications for such work.
- (d) Wherever the Developer shall erect a fence or plant screening material on the Common areas, such fence and screening shall be maintained intact at all times and shall not be removed; if such fence or screening becomes damaged or is destroyed it shall be repaired or replaced with fencing or screening material as the case may be, of comparable size and style. However, such fence may be removed at such time as dense evergreen planting has been established, at least four (4) feet high, along the entire length of the fence line, provided that such planting shall be maintained at all times as hereinabove provided.

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- (e) It shall be an express affirmative obligation of the Association to maintain in effect at all times public liability insurance, with a reputable company or companies authorized to do business in the State of New Jersey, in limits of not less than Five Hundred thousand Dollars (\$500,000.00) per person and One Million Dollars (\$1,000,000.00) aggregate and for property damage of not less than Twenty-five Thousand Dollars (\$25,000.00) per accident and Fifty thousand Dollars (\$50,000.00) aggregate.

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

- (a) The right of the Developer, and of the Association in accordance with its Certificate of Incorporation and Bylaws, to borrow money for the purpose of improving the Common Areas and in aid thereof to mortgage said Common Areas. The total debts of the Association, including the principal amount of such mortgages, outstanding at any time, shall not exceed the total of two (2) years' assessments current at that time. In the event of a default under any such mortgage the lender shall have the right, after taking possession of such properties, to charge admission and other fees as a condition to continued enjoyment by the Members and, if necessary, to open the enjoyment of such properties to a wider public (subject to applicable zoning laws and other governmental regulations) until the mortgage debt is satisfied, whereupon the possession of such properties shall be returned to the Association and all rights of the Members hereunder shall be fully restored.
- (b) The right of the Association to take such steps as are reasonably necessary to protect the above described properties against foreclosure.
- (c) The right of the Association, as provided by its Bylaws, to suspend the use, enjoyment and voting rights of any Members for any period during which any assessment remains unpaid, and for any period not to exceed thirty(30) days for any infraction of its published rules and regulations.
- (d) The right of the Association to dedicate or transfer all or any part of the Common Areas to an appropriate governmental body agency or authority, to be devoted to purposes as nearly as practicable the same as those to which said Common Areas are hereby required to be devoted by the Association, provided that no such dedication or transfer shall be effective unless an instrument signed by Members entitled to cast two-third(2/3) of the votes of each class of membership has been recorded, agreeing to such dedication or transfer and unless written notice of the proposed agreement and action thereunder is sent to every Member at least sixty (60) days in advance of any action taken.

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- (e) The right of the Developer, and of the Association, to grant and reserve easements and right-of-way through, under, over and across the Common Areas, for the installation, maintenance and inspection of lines and appurtenances for public or private water, sewer, drainage, fuel oil and other utilities.
- (f) The right of the Developer to grant, to a governmental body having jurisdiction, a "conservation easement" pursuant to the "New Jersey Green Acres Land Acquisition Act of 1961", L. 1961, c. 45, p. 481, Sec. 12 (N.J.S.A. 13:8A-12) or otherwise.

Section 4. Management by the Developer. Anything contained in this Declaration to the contrary notwithstanding, Developer hereby reserves, until December 31, 1971, the right terminable by the Developer at any time upon 30 days' notice to the Association), but not the obligation, to manage, operate, improve and maintain the Common Areas and facilities, together with the right to levy, collect, receive, disburse and use the annual assessments or charges hereinafter created, exclusively for such management, operation, improvement and maintenance of the Common Areas and facilities, and for the use and enjoyment thereof by the Members of the Association and their guests, and for the operating expenses of the Association. The provisions of this Section shall survive delivery to the Association of the Deed for the Common Areas and shall not be deemed to have merged therein.

ARTICLE V  
COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the liens and Personal Obligation of Assessments. Each Class "A" member, by acceptance of a Deed to a Lot, whether or not it shall be so expressed in any such Deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; (2) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. All assessments, both annual and special, shall be uniform as to each Lot and, together with such interest thereon and costs of collection thereof as are hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as are hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the management, operation, improvement and maintenance of the Common Areas and for the use and enjoyment thereof by the Members of the Association and their guests, and for the operating expenses of the Association.

Section 3. Basis and Maximum of Annual Assessments. Until the year beginning January, 1973, the annual assessment shall be not more than One

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Hundred Fifty Dollars (\$150.00) and after January 1, 1973, the maximum annual assessment may be increased only as hereinafter provided in Section 5. The Board of Trustees of the Association may, after consideration of the current maintenance costs and future needs of the Association, fix the actual assessment for any year at a lesser amount, provided that it shall be an affirmative obligation to the Association, and its Trustees, to fix such assessment at an amount sufficient to maintain and operate the Common Areas and facilities in accordance with the standards set forth in Section 2 (b) of Article IV.

Section 4. Special Assessments for Capital Improvements. After January 1, 1973, in addition to the annual assessments authorized by Section 3 of this Article V, the Association may levy in any assessment year a uniform special assessment applicable to that year only, in an amount no higher than the maximum annual assessment then permitted to be levied hereunder, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement or a described capital improvement upon the Common Areas, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each Class of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and which shall set forth the purpose of the meeting.

Section 5. Change in Basis and Maximum of Annual Assessments. Subject to the limitations of Section 3 of this Article V, the Association may change the maximum and basis of the assessments fixed by Section 3 hereof prospectively, provided that any such change shall have the assent of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and which shall set forth the purpose of the meeting.

Section 6. Quorum for any Action Authorized Under Sections 4 and 5. The quorum required for any action authorized by Sections 4 and 5 of this Article V, shall be as follows: At the first meeting called, as provided in Sections 4 and 5 of this Article V, the presence at the meeting of Members, or of proxies, entitled to cast sixty (60) per cent of all the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Section 4 and 5, and the required quorum at such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that such subsequent meeting shall be held not more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessments: Due dates-  
The annual assessments provided for herein shall commence on the date (which shall be the first day of a month) fixed by the Board of Trustees of the Association to be the date of commencement. The Assessments for any year after the first year of assessment shall become due and payable on the first day of March of said year. The amount of the annual assessment which may be levied for the balance remaining in the first year of assessment shall be that percentage of the annual assessment provided for in Section 3 hereof as is determined from the following table:

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FROM	JANUARY 1	through	JUNE 15:	100%
"	JUNE 16	"	JUNE 30:	85%
"	JULY 1	"	JULY 15:	70%
"	JULY 16	"	JULY 31:	50%
"	AUGUST 1	"	AUGUST 15:	35%
"	AUGUST 16	"	AUGUST 31:	20%
"	SEPTEMBER 1	"	DECEMBER 21:	---

The same reduction in the amount of the assessment shall apply to the first assessment levied against any property which is added to the properties subject assessment at a time other than the beginning of any assessment period. The due date of any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment.

Section 8. Duties of the Board of Trustees. The Board of Trustees of the Association shall fix the date of commencement and the amount of the assessment against each Lot for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the Lots and assessments applicable thereto which shall be open to inspection by any Owner. Written notice of the assessment shall thereupon be sent to every Owner subject thereto. The Association shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 9. Effect of Non-Payment of Assessment: The Personal Obligation of the Owner; The Lien: Remedies of Association. If any assessment is not paid on the date when due, then such assessment shall be deemed delinquent, and, together with such interest thereon and cost of collection thereof as are hereinafter provided, shall thereupon become a continuing lien on the Lot which shall bind such Lot in the hands of the then Owner, his heirs, devisees, personal representatives, successors and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation and shall not pass to his successors in title unless expressly assumed by them. If the assessment is not paid within thirty (30) days after the delinquent date, the assessment shall bear interest from the date of delinquency at the rate of six (6) per cent annum, and the Association may bring legal action against the Owner personally obligated to pay the same or may enforce or foreclose the lien against the property; and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assess-



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ments thereafter becoming due, nor from the lien of any such subsequent assessment.

Section 11. Exempt Property. The following properties subject to this Declaration shall be exempted from the assessments, charges and liens created herein: (a) All properties dedicated to and accepted by a governmental body, agency or authority and devoted to public use; (b) all Common Areas as defined in Article I, Section 1 hereof; (c) all properties now or hereafter owned and occupied by any company or entity for the purpose of furnishing water, sewer or other utility services, or central distribution of fuel oil, to the Properties.

ARTICLE VI  
GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, until December 31, 1999, unless otherwise expressly limited herein, after which time said covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by the then Owners of two-thirds (2/3) of the Lots has been recorded, agreeing to change said covenants and restrictions in whole or in part. Provided, however, that no such agreement to change shall be effective unless made and recorded two (2) years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken.

Section 2. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last know address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 3. Enforcement. Enforcement of these covenants and restrictions shall be by proceeding at law or in equity, against any person or persons violating or attempting to violate any covenants or restrictions, to restrain violation, to require specific performance and/or to recover damages; and against the land to enforce any lien created by these covenants; and failure by the Association or any Owner to enforce any covenants or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect the validity of any other provisions, which shall remain in full force and effect. Anything herein to the contrary notwithstanding, if the Developer is enjoined from selling, offering for sale or advertising the sale of Lots under and subject to the terms of this Declaration or if the Developer, in its sole opinion, would be subjected to civil or criminal liability for so doing, or if the Developer in its sole opinion should be otherwise precluded by reason of any judicial or administrative proceeding then threatened or pending from providing for the establishment or operation of the recreation facilities in the manner herein provided, the Developer shall have the right to extinguish

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this Declaration and all of the covenants, restrictions, easements, charges and liens created hereby, and to dissolve the membership corporation created pursuant hereto, without the joinder or consent of any other person or entity. If the Developer exercises the right herein reserved to extinguish this Declaration, the Developer hereby agrees that it will pay to the Owner of each lot (or to the equitable owner when such equitable owner acquires legal title to the lot) the sum of Three Hundred Dollars (\$300.00) in lieu of any and all obligations and duties on the part of the Developer to be performed hereunder and the tender of such amount shall operate as a full discharge and release of the Developer from any and all such obligations and duties.

IN WITNESS WHEREOF, LEVITT AND SONS, INCORPORATED has caused its seal to be hereunto affixed and these presents to be signed by an officer thereunto duly authorized the day and year first above written.

LEVITT AND SONS, INCORPORATED

ATTEST:

S/ RAYMOND SCHWARTZ  
Raymond Schwartz, Assistant Secretary

By: S/William H. Isaac  
William H. Isaac, Vice President

STATE OF NEW YORK ) ss.:  
COUNTY OF NASSAU )

BE IT REMEMBERED, that on this 25th day of March, 1969, before me, the subscriber, a Notary Public of the State of New York personally appeared William H. Isaac a Vice President of Levitt and Sons, Incorporated who, I am satisfied, is the person who has signed the within instrument; and I having first made known to him the contents thereof, he thereupon acknowledged that he signed, sealed with the corporate seal and delivered the said instrument as such officer aforesaid; that the within instrument is the voluntary act and deed of said corporation made by virtue of authority from its Board of Directors.

S/ Kathleen M. Travis  
Kathleen M. Travis  
Notary Public, State of New York  
No. 30-4014444  
Qualified in Nassau County  
Commission Expires March 30, 1971

# Monmouth Heights

AT FREEHOLD RECREATIONAL ASSOCIATION, INC.

P. O. BOX 763  
FREEHOLD, N. J. 07728

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Exhibit "A" attached To and Forming Part  
of a Declaration of Covenants, Restrictions,  
Easements, Charges and Liens Made by  
Levitt and Sons, Incorporated on March 25, 1969

TRACT I

All those certain parcels of land and premises, hereinafter particularly described, situate, lying and being in the Township of Freehold in the County of Monmouth and State of New Jersey, being known and designated as Lots 15 and 26 in Block 71-5; Lots 19 through 25, inclusive, in Block 71-9; Lots 1 through 15, inclusive, in Block 71-36; Lots 1 through 9, inclusive, Lots 11, 12 and 13, and Lots 25 through 32, inclusive, in Block 71-30; Lots 2, 4, 11 and 12 in Block 71-32; Lots 8 through 12, inclusive, in Block 71-34; Lots 2, 4, 6, 7, 8, 9 and 10 in Block 71-35; Lots 1 through 5, inclusive, and Lots 7 and 8, in Block 71-29; and Lots 11 through 13, inclusive, and Lots 15 through 24, inclusive, in Block 71-15, all as shown on a map entitled "Revised Map of Woodgate Farms at Freehold, situate in Township of Freehold, Monmouth County, New Jersey, prepared for Leonard Diener" dated July 7, 1964, revised August 28, 1964 and prepared by Jersey Engineering Co., Professional Engineers and Surveyors, Long Branch, New Jersey, which Map was filed in the office of the Clerk of Monmouth County on October 28, 1964, in Case 75-20.

TRACT II

All those certain parcels of land and premises, hereinafter particularly described, situate, lying and being in the Township of Freehold in the County of Monmouth and State of New Jersey, being known and designated as Lots 1 through 14, inclusive, in Block 85-P; Lots 1 through 14, inclusive, in Block 85-Q; Lots 1 through 21, inclusive, in Block 85-R; Lots 1 through 16, inclusive, in Block 85-S; Lots 1 through 13, inclusive, in Block 85-T; Lots 1, 2 and 3 in Block 85-U; Lots 1 through 15, inclusive, in Block 85-V; Lots 1 through 9, inclusive, in Block 85-W; Lots 1, 2, 7, 8, 9, 10 and 12 in Block 85-X; and lots 1 through 11, inclusive, in Block 71-A, all as shown on a map entitled "Map of Woodgate Farms at Freehold, South, Sections 1 & 2, situated in Freehold Township, Monmouth County, New Jersey, Edward C. Reilly & Associates, Jampes P. Kovacs, Professional Engineers - Land Surveyors, Route No. 9, Marlboro, New Jersey, R.D. 1, Box 178A, Englishtown, New Jersey, dated December 1, 1964, Files 64-M-025, Scale 1" - 100', which Map has been filed in the office of the Clerk of Monmouth County, New Jersey on September 14, 1967, in Case 89-15.

SAVING AND EXCEPTING therefrom, however, a portion of Lot #1 in Block 85-P, as shown on the above entitled map, "Map of Woodgate Farms at Freehold South, Sections 1 and 2", said portion of said Lot #1 in Block 85-P being more particularly described as follows:

BEGINNING at a point on the north side of Elton-Adelphia Road, said point of beginning being 75.73 feet westerly from the westerly end of a 35 foot radius curve which connects the west side of Ticonderoga Boulevard with the north side of Elton-Adelphia

*Handwritten notes and signatures at the bottom right of the page.*

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Road as shown on said "Map of Woodgate Farms at Freehold South, Sections 1 and 2, situated in Freehold Township, Monmouth County, New Jersey, said point also being along the south line of Lot 1, Block 85-P, running thence the following four (4) courses and distances:

1. South 82° 27' 37" West, along the northerly line of Elton-Adelphia Road a distance of 40 feet to the center line of Manasquan Brook, said point also being the southwesterly corner of Lot 1, Block 85-P;
2. North 25° 56' 48" West along the center line of Manasquan Brook a distance of 63.24 feet;
3. North 82° 27' 37" East through Lot 1, Block 85-P a distance of 59.97 feet;
4. South 7° 32' 23" East through Lot 1, Block 85-P a distance of 60 feet to the point or place of beginning, containing 0.0688 acres.