

SEE DEED REC 8-11-75 BOOK 3935 PAGE 68

SEE DEED REC 9-28-72 BOOK 3801 PAGE 800

SEE DEED REC 9-25-72 BOOK 3801 PAGE 112

SEE DEED REC 10-9-69 BOOK 3661 PAGE 275

SEE MTG REC 5/25/2001

BOOK 38025 PAGE 106

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 "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.

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as are subject to this Declaration or any Supplemental Declaration under the provisions of Article II hereof.

- (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 or 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 has 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 1, 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 additions under this and the succeeding subsection 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.

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. 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 time as hereinabove provided.

- (e) It shall be an express affirmative obligation of the Association to maintain in effect at all time 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 enjoyment 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 By-laws, 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 By-laws, 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 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-thirds (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, any action taken.

- (e) The right of the Developer, and of the Association, to grant and reserve easements and rights-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 Hundred Fifty Dollars (\$150.00) and after January, 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 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 Section 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 Section 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 Sections 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 . 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:

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 31:	

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 to 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 per 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 assessments 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 known 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 restriction, 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.

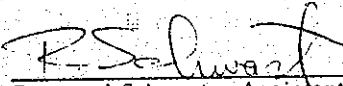
Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect the validity of any other provisions, which shall remain in full force and effect. Anything herein to the contrary notwithstanding, if the Developer is enjoined from selling, 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 this Declaration and all of the covenants, restrictions, easements, charges and liens created hereby, and to dissolve the

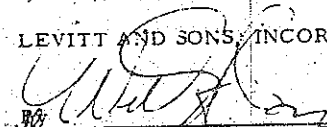
membership corporation created pursuant hereto, without the joinder or consent of any other person or entity. If the Developer exercises the right herein reserved to extinguish this Declaration, the Developer hereby agrees that it will pay to the Owner of each Lot (or to the equitable owner when such 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:


Raymond Schwartz, Assistant Secretary

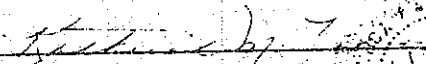

William H. Isaac, Vice President

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.


KATHLEEN M. TROUS
NOTARY PUBLIC, State of New York
No. 254214244
In Nassau County
Expires March 20, 1971

BOOK 3660 PAGE 723

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, James P. Kovacs, Professional Engineers - Land Surveyors, Route No. 9, Marlboro, New Jersey, R.D. 1, Box 178A, English-town, 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

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 $82^{\circ}27'37''$ 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 $25^{\circ}56'48''$ West along the center line of Manasquan Brook a distance of 63.24 feet;
3. North $82^{\circ}27'37''$ East through Lot 1, Block 85-P a distance of 59.97 feet;
4. South $7^{\circ}32'23''$ East through Lot 1, Block 85-P a distance of 60 feet to the point or place of beginning, containing 0.0688 acres.

028583

RECORDED MONMOUTH
COUNTY CLERK'S OFFICE

OCT 7 9 43 AM '03

BOOK 3660 PAGE 725

CLERK

0.25
1895 *copy* *MS. L. P.*
230 *Map*

Limit in Power
19054

BOOK 3660 PAGE 725

END OF DOCUMENT

SUPPLEMENTAL DECLARATION OF COVENANTS,
RESTRICTIONS, EASEMENTS, CHARGES AND LIENS

SUPPLEMENTAL DECLARATION, made this 1st day of July, 1969 by
LEVITT AND SONS, INCORPORATED, a Delaware corporation having its
principal office at Marcus Avenue and Lakeville Road, Lake Success, New York,
and GLOUCESTER ENTERPRISERS, INC., a New Jersey corporation having
its principal office at Route 130 and Willingboro Parkway, Willingboro, New
Jersey, hereinafter referred to as "Developer".

WITNESSETH:

WHEREAS, under the terms of a certain Declaration of Covenants,
Restrictions, Easements, Charges and Liens (hereinafter referred to as the
"Declaration") made on March 25, 1969 and recorded in the Office of the Clerk
of Monmouth County, New Jersey in Book 3660 of Deeds at Page 744, the
Developer has the right to bring within the scheme of said Declaration additional
properties in its real estate development described therein; and

WHEREAS, the Developer is the owner of the property hereinafter
described and now desires to subject said property to the scheme of the aforesaid
Declaration, as fully as though it had been included within "The Properties", as
defined and described in the said Declaration,

NOW THEREFORE, the Developer declares that the real property herein
after described is and shall be held, transferred, sold, conveyed and occupied
subject to the covenants, restrictions, easements, charges and liens set forth
in the aforesaid Declaration of March 25, 1969, which is incorporated herein
by reference and made a part hereof as though fully set forth.

The property which is the subject of this Supplemental Declaration is
in the Township of Freehold, County of Monmouth, State of New Jersey and is
shown on the following final subdivision maps filed in the Office of the County
Clerk of Monmouth County:

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R10-969,

TRACT ONE

Being known and designated as Lots 2 through 6, inclusive, in Block 85-21; Lots 1 through 3, inclusive, and Lots 28 through 33, inclusive, in Block 85-22; Lots 1 through 5, inclusive, and Lots 10 through 17, inclusive, in Block 85-24; Lots 1, 2, 17 and 18 in Block 85-25; Lots 1 through 10, inclusive, in Block 85-27, all as shown on a map entitled: "Final Plat of Greentree at Freehold Section 2 Freehold Township, Monmouth Co. N. J.", dated February 14, 1967, prepared by Frederick H. Kurtz, Consulting Engineer, Parlin, New Jersey, and which was filed in the Monmouth County Clerk's Office on June 27, 1968 as Map No. 92-11.

TRACT TWO

Being known and designated as Lots 14 through 18, inclusive, in Block 85-27; Lots 11 through 31, inclusive, in Block 85-28; Lots 7 through 9, inclusive, in Block 85-29; Lots 1 through 4, inclusive, and Lot 19 in Block 85-31; Lots 1 through 5, inclusive, in Block 85-32; Lots 4 through 8, inclusive, in Block 85-33, all as shown on a map entitled: "Final Plat of Greentree at Freehold Section 5 Freehold Township, Monmouth Co. N. J.", dated February 14, 1967, prepared by Frederick H. Kurtz, Consulting Engineer, Parlin, New Jersey, and which was filed in the Monmouth County Clerk's Office on June 27, 1968 as Map No. 92-12.

TRACT THREE

Being known and designated as Lots 1 through 6, inclusive, Lots 10 through 12, inclusive, and Lot 16 in Block 85-29; Lots 1 through 7, inclusive, in Block 85-30; Lots 5 through 18, inclusive, in Block 85-31; Lots 9 through 11, inclusive, in Block 85-33; Lot 5 in Block 85-34; Lots 1 through 10, inclusive, and Lots 13 through 18, inclusive, in Block 85-35; Lots 23 and 24 in Block 85-39, all as shown on a map entitled: "Final Plat of Greentree at Freehold Section 6 Freehold Township, Monmouth Co. N. J.", dated February 14, 1967, prepared by Frederick H. Kurtz, Consulting Engineer, Parlin, New Jersey, and which was filed in the Monmouth County Clerk's Office on June 27, 1968 as Map No. 92-13.

TRACT FOUR

Being known and designated as Lots 12 through 16, inclusive, in Block 85-33; Lots 1 through 4, inclusive, and Lots 6 through 13, inclusive, in Block 85-34; Lots 11 and 12 in Block 85-35; Lots 7 through 22, inclusive, and Lots 25 through 41, inclusive, in Block 85-39; Lots 1 through 4, inclusive, in Block 85-40, all as shown on a map entitled: "Final Plat of Greentree at Freehold Section 7 Freehold Township, Monmouth Co., N. J.", dated February 14, 1967, prepared by Frederick H. Kurtz, Consulting Engineer, Parlin, New Jersey, and which was filed in the Monmouth County Clerk's Office on March 5, 1969 as Map No. 96-1.

BOOK 3661 PAGE 276

TRACT FIVE

Being known and designated as Lots 6 through 15, inclusive, in Block 85-32; Lots 1 through 3, inclusive, in Block 85-33; Lots 1 through 5, inclusive, in Block 85-36; Lots 1 through 9, inclusive, in Block 85-37; Lots 1 through 14, inclusive, in Block 85-38; Lots 1 through 6, inclusive, in Block 85-39, all as shown on a map entitled: "Final Plat of Greentree at Freehold Section 8, Freehold Township, Monmouth Co. N.J.", dated February 14, 1967, prepared by Frederick H. Kurtz, Consulting Engineer, Parlin, New Jersey, and which was filed in the Monmouth County Clerk's Office on June 27, 1968 as Map No. 92-14.

IN WITNESS WHEREOF, LEVITT AND SONS, INCORPORATED and GLOUCESTER ENTERPRISERS, INC. have caused their seals to be hereunto

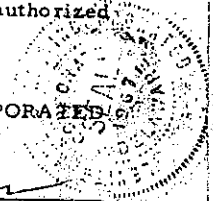
affixed and these presents to be signed by their officers thereunto duly authorized the day and year first above written.

ATTEST:

R. Schwartz

LEVITT AND SONS, INCORPORATED

[Signature]
Vice President

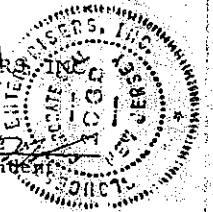


ATTEST:

[Signature]

GLOUCESTER ENTERPRISERS, INC.

[Signature]
Vice President

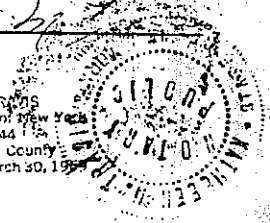


STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

BE IT REMEMBERED, that on this 1st day of July, 1969, before me, the subscriber, a Notary Public of the State of New York, personally appeared Wm. W. Zacc, 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.

[Signature]

KATHLEEN M. TRAVIS
NOTARY PUBLIC, State of New York
No. 20-401444
in Nassau County
Expires March 30, 1970



SUPPLEMENTAL DECLARATION OF COVENANTS,
RESTRICTIONS, EASEMENTS, CHARGES AND LIENS

SUPPLEMENTAL DECLARATION, made this 21st day of July, 1970
by LEVITT AND SONS, INCORPORATED, a Delaware corporation having
its principal office at Marcus Avenue and Lakeville Road, Lake Success,
New York, hereinafter referred to as "Developer".

WITNESSETH:

WHEREAS, under the terms of a certain Declaration of Covenants,
Restrictions, Easements, Charges and Liens (hereinafter referred to as the
"Declaration") made on March 25, 1969 and recorded in the Office of the
Clerk of Monmouth County, New Jersey in Book ~~3360~~³⁶⁶⁰ of Deeds at Page 714,
the Developer has the right to bring within the scheme of the said Declaration
additional properties in its real estate development described therein; and

WHEREAS, the Developer is the owner of the property hereinafter
described and now desires to subject said property to the scheme of the
aforesaid Declaration, as fully as though it had been included within "The
Properties", as defined and described in the said Declaration,

NOW THEREFORE, the Developer declares that the real property
hereinafter described is and shall be held, transferred, sold, conveyed and
occupied subject to the covenants, restrictions, easements, charges and
liens set forth in the aforesaid Declaration of March 25, 1969, which is
incorporated herein by reference and made a part hereof as though fully set
forth.

The property which is the subject of this Supplemental Declaration is
located in the Township of Freehold, County of Monmouth, State of New
Jersey and is more particularly described in SCHEDULE A, attached hereto

BOOK 3399 PAGE 126

R7-24-70

SCHEDULE A

All that tract or parcel of land and premises, situate, lying and being in the Township of Freehold, County of Monmouth and State of New Jersey:

Tract No. 1

Being a 50 foot wide grant of land situated in Freehold Township, Monmouth County, New Jersey; being parts of Townsend Drive, Ott Place, and Medford Boulevard; each 50 feet wide, as shown on a map entitled, "Map of Woodgate Farms at Freehold South - Section 3", said map being filed or about to be filed in the Monmouth County Clerk's Office.

Said grant being 50 feet wide runs in a generally southerly direction and the hereinafter described center-line of said grant being distant 25.00 feet from and parallel to or concentric with the easterly and westerly confines of said grant.

Beginning at a point, distant 267.75 feet on a bearing of N 78° 31' 14" W from the intersection of the center-line of the Elton-Adelphia Road with the westerly line of lands now or formerly Andrew Deball, thence running

- (1) S 11° 28' 46" W, 95.92 feet to a point; thence
- (2) Along a curve to the right, having a radius of 350.00 feet, an arc distance of 102.96 feet to a point; thence
- (3) S 28° 20' 03" W 1888.69 feet to a point; thence
- (4) Along a curve to the left, having a radius of 550.00 feet, an arc distance of 105.59 feet to a point; thence
- (5) S 17° 20' 03" W, 105.85 feet to a point; thence
- (6) Along a curve to the right, having a radius of 800.00 feet, an arc distance of 153.59 feet to a point; thence
- (7) S 28° 20' 03" W 67.97 feet to a point; thence
- (8) N 61° 39' 57" W, 73.47 feet to a point; thence
- (9) Along a curve to the left, having a radius of 350.00 feet, an arc distance of 56.94 feet to a point; thence
- (10) N 70° 59' 12" W, 232.61 feet to a point; thence
- (11) S 19° 00' 48" W, 380.00 feet to a point; thence
- (12) Along a curve to the left, having a radius of 100.00 feet, an arc distance of 130.24 feet to a point; thence

(13) S 55° 36' 16" E, 120.00 feet to a point; thence

(14) S 28° 02' 03" W, to the southerly outline of the hereinafter referred to "Map of Woodgate Farms", 25.00 feet to a point on the terminum of the 50 foot wide grant herein described.

Tract No. 2

Being a 30 foot wide grant of land situated in Freehold Township, Monmouth County, New Jersey, said 30 foot wide grant runs in a generally southerly direction and the hereinafter described centerline of said grant being distant 15.00 feet from and parallel to the easterly and westerly confines of said grant.

Beginning at a point, said point being the terminus of the fourteenth course of grant number one, hereinabove described; thence running:

(1) S 28° 03' 03" W, 240.00 feet to a point; the terminus of the 30 foot wide grant herein described.

Tract No. 3

Being a grant of land situated in Freehold Township, Monmouth County, New Jersey.

Beginning at a point distant 15.00 feet on a bearing of N 61° 39' 57" W, from the terminus of the hereinabove described grant No. 2; thence running:

(1) N 61° 39' 57" W, 100.00 feet to a point; thence

(2) N 28° 20' 03" E, 50.00 feet to a point; thence

(3) S 61° 39' 57" E, 100.00 feet to a point on the westerly line of Grant No. 2 above described; thence

(4) Along the westerly line of Grant No. 2, S 28° 20' 03" W, 50.00 feet to a point; the point and place of Beginning.

Being in accordance with a survey dated April 9, 1965 and prepared by Edward C. Reilly and Associates, Professional Engineers and Surveyors.

There is excepted from the description of the subject premises all portions of the following-described lots as shown on the certain map designated, "Final Plat of Woodgate Farms at Freehold South, Section 3, prepared by Frederick H. Kurtz, Consulting Engineer, Parlin, New Jersey" dated May 9, 1967, filed in the office of the Clerk of Monmouth County on June 21, 1968, case number 92, sheet number 6, which may be included within the description of the subject premises:

Block 93-A	Lot 7
Block 93-B	Lot 11
Block 93-C	Lot 14
Block 93-D	Lot 5
Block 93-F	Lot 12

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RECORDED MONMOUTH COUNTY CLERK'S OFFICE

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BOOK 3699 page 126

OF Deeds

County Clerk

*9 City of Freehold
230 Kenton Rd
Freehold NJ
19054*

BOOK 3699 PAGE 130

END OF DOCUMENT

SUPPLEMENTAL DECLARATION OF COVENANTS
RESTRICTIONS, EASEMENTS, CHARGES AND LIENS

SUPPLEMENTAL DECLARATION, made this 20th day of July, 1970 by LEVITT AND SONS, INCORPORATED, a Delaware corporation having its principal office at 350 Jericho Turnpike, Jericho, New York, hereinafter referred to as "Developer."

WITNESSETH:

WHEREAS, under the terms of a certain Declaration of Covenants, Restrictions, Easements, Charges and Liens (hereinafter referred to as the "Declaration") made on the 25th day of March, 1969 and recorded in the Office of the Clerk of Monmouth County, New Jersey in Book 3660 of Deeds at page 714, the Developer has the right to bring within the scheme of said Declaration additional properties in its real estate development described therein; and

WHEREAS, the Developer is the owner of the property hereinafter described and now desires to subject said property to the scheme of the aforesaid Declaration as a Common Area as defined in Article 1, Section 1 of the aforesaid Declaration,

NOW, THEREFORE, the Developer declares that the real property hereinafter described is designated a "Common Area", and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens set forth in the aforesaid Declaration of March 25, 1969, which is incorporated herein by reference and made a part hereof as though fully set forth.

The property which is the subject of this Supplemental Declaration is in the Township of Freehold, County of Monmouth, State of New Jersey and is more particularly described as follows:

BOOK 3689 PAGE 131

R 7-24-70

TRACT I

BEING known and designated as Lot 5, in Block 85-X, "Proposed Swim and Racquet Club", all as shown on a map entitled: "Revised Final Map of a Portion of Woodgate Farms at Freehold South Section 2", dated April 6, 1970, prepared by Levitt and Sons, Incorporated, Zone North Headquarters Engineering Department, R. S. Bodwell P. E. & L. S. No. 8456, N.J., and which was filed in the Monmouth County Clerk's Office on May 25, 1970 as Map No. 102, Sheet 13.

TRACT II

BEING known and designated as Lot 12, in Block 85-X, 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, James P. Kovacs, Professional Engineers - Land Surveyors, Route 9, Marlboro, New Jersey, R.D. 1, Box 178A, Englishtown, New Jersey, dated December 1, 1964, which map was filed in the office of the Clerk of Monmouth County, New Jersey on September 14, 1967, in Case 89-15.

IN WITNESS WHEREOF, LEVITT AND SONS, INCORPORATED has caused its seal to be hereunto affixed and these presents to be signed by its

officer thereunto duly authorized the day and year first above written.



ATTEST:

Roberta L. Hoagland
Assistant Secretary

LEVITT AND SONS, INCORPORATED

By *Herbert Praver*
Vice President

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

BE IT REMEMBERED, that on this 20th day of July, 1970, before me the subscriber, a Notary Public of the State of New York, personally appeared Herbert Praver, 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 to 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.

LUCILLE ANTONIELLO
NOTARY PUBLIC, State of New York
No. 30-4096280
Qualified in Nassau County
Commission Expires March 30, 1971

Lucille Antonello
Notary Public

Prepared by Levitt and Sons, Incorporated, 350 Jericho Turnpike, Jericho, New York.

City 200 2.0
200 Jericho Turnpike
Jericho N.Y.
1965

BOOK 3699 PAGE 132

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3699 page 131
Deeds
COUNTY CLERK

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CORRECTIVE SUPPLEMENTAL DECLARATION OF
COVENANTS, RESTRICTIONS, EASEMENTS,
CHARGES AND LIENS

CORRECTIVE SUPPLEMENTAL DECLARATION, made this 15th day of September 1972 to correct Supplemental Declaration made the 10th day of August 1971 by LEVITT AND SONS, INCORPORATED, a Delaware corporation having its principal office at Marcus Avenue and Lakeville Road, Lake Success, New York, hereinafter referred to as "Developer".

WITNESSETH:

WHEREAS, under the terms of a certain Declaration of Covenants, Restrictions, Easements, Charges and Liens (hereinafter referred to as the "Declaration") made on March 25, 1969 and recorded in the Office of the Clerk of Monmouth County, New Jersey in Book ~~366~~³⁶⁶⁰ of Deeds at Page 714, the Developer has the right to bring within the scheme of the said Declaration additional properties in its real estate development described therein; and

WHEREAS, the Developer is the owner of the property hereinafter described and now desires to subject said property to the scheme of the aforesaid Declaration, as fully as though it had been included within "The Properties", as defined and described in the said Declaration,

NOW THEREFORE, the Developer declares that the real property hereinafter described is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens set forth in the aforesaid Declaration of March 25, 1969, which is incorporated herein by reference and made a part hereof as though fully set forth.

The property which is the subject of this Corrective Supplemental Declaration is located in the Township of Freehold, County of Monmouth, State of New Jersey and is more particularly described in SCHEDULE A, attached hereto and made a part hereof.

BOOK 3801 PAGE 112

RA/25/72

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

ATTEST:

LEVITT AND SONS, INCORPORATED

Herman L. Goodman
Secretary

By Lawrence M. Soifer
VICE President

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

BE IT REMEMBERED, that on September 15, 1972, before me, the subscriber, a Notary Public of the State of New York personally appeared Florence L. Goodman who, being by me duly sworn on her oath, deposes and makes proof to my satisfaction, that she is the Secretary of Levitt and Sons, Incorporated, the Corporation named in the within Instrument, that Lawrence M. Soifer is the Vice 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 Vice President as and for the voluntary act and deed of said Corporation, in the presence of deponent, who thereupon subscribed her name thereto as attesting witness.

SEP-25-72 70008 •31659

Sworn to and subscribed before me the date aforesaid



Gerald N. Goldsberg By Herman L. Goodman

GERALD N. GOLDBERG
Notary Public, State of New York
No. 31-6558320
Qualified in New York County
Commission Expires March 30, 1973

*100.00
City of Nassau
350 Jericho Turnpike
Nassau*

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COUNTY CLERK'S OFFICE
SEP 25 9 44 AM '72
BOOK OF DEEDS
PAGE 112
Gerald N. Goldsberg
COUNTY CLERK

Prepared by Gerald N. Goldberg, 350 Jericho Turnpike, Jericho, New York

BOOK 3801 PAGE 113

SCHEDULE A

All those certain plots, pieces or parcels of land, situate, lying and being in the Township of Freehold, County of Monmouth, and State of New Jersey as the same are shown on the "Final Plat of Woodgate Farms at Freehold South, Section 3 situated in Freehold Township, Monmouth County, made by Frederick H. Kurtz, Consulting Engineer, dated May 9, 1967, Drawing No. 4 Map 77" filed on June 21, 1968 in the County Clerk's Office of Monmouth County as Case No. 92, Sheet No. 6, and refiled as "Amended Final Plat of Woodgate Farms at Freehold South, Section 3, on December 6, 1971 in the County Clerk's Office of Monmouth County as Case No. 111, Sheet No. 9", which lots are identified on said map as follows:

Block 93A lots 1 through 7 inclusive.
Block 93B lots 1 through 11 inclusive.
Block 93C lots 1 through 14 inclusive,
and 16 through 22 inclusive.
Block 93D lots 1 through 8 inclusive.
Block 93E lots 1 through 53 inclusive.
Block 93F lots 1 through 12 inclusive.
Block 93G lots 1 through 15 inclusive.

BOOK 3801 PAGE 114

END OF DOCUMENT

CORRECTIVE SUPPLEMENTAL DECLARATION OF
COVENANTS, RESTRICTIONS, EASEMENTS,
CHARGES AND LIENS

CORRECTIVE SUPPLEMENTAL DECLARATION, made this 15th day of September 1972 to correct Supplemental Declaration made the 10th day of August 1971 by LEVITT AND SONS, INCORPORATED, a Delaware corporation having its principal office at Marcus Avenue and Lakeville Road, Lake Success, New York, hereinafter referred to as "Developer".

WITNESSETH:

WHEREAS, under the terms of a certain Declaration of Covenants, Restrictions, Easements, Charges and Liens (hereinafter referred to as the "Declaration") made on March 25, 1969 and recorded in the Office of the Clerk of Monmouth County, New Jersey in Book ³⁶⁶⁰ of Deeds at Page 714, the Developer has the right to bring within the scheme of the said Declaration additional properties in its real estate development described therein; and

WHEREAS, the Developer is the owner of the property hereinafter described and now desires to subject said property to the scheme of the aforesaid Declaration, as fully as though it had been included within "The Properties", as defined and described in the said Declaration,

NOW THEREFORE, the Developer declares that the real property hereinafter described is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens set forth in the aforesaid Declaration of March 25, 1969, which is incorporated herein by reference and made a part hereof as though fully set forth.

The property which is the subject of this Corrective Supplemental Declaration is located in the Township of Freehold, County of Monmouth, State of New Jersey and is more particularly described in SCHEDULE A, attached hereto and made a part hereof.

BOOK 3660 PAGE 714

BOOK 3801 PAGE 802

R 9-28-72

SCHEDULE A

All those certain plots, pieces or parcels of land, situate, lying and being in the Township of Freehold, County of Monmouth, and State of New Jersey as the same are shown on the "Final Plat of Woodgate Farms at Freehold South, Section 3 situated in Freehold Township, Monmouth County, made by Frederick H. Kurtz, Consulting Engineer, dated May 9, 1967, Drawing No. 4 Map 77" filed on June 21, 1968 in the County Clerk's Office of Monmouth County as Case No. 92, Sheet No. 6, and refiled as "Amended Final Plat of Woodgate Farms at Freehold South, Section 3, on December 6, 1971 in the County Clerk's Office of Monmouth County as Case No. 111, Sheet No. 9", which lots are identified on said map as follows:

- Block 93A lots 1 through 7 inclusive.
- Block 93B lots 1 through 11 inclusive.
- Block 93C lots 1 through 14 inclusive,
and 16 through 22 inclusive.
- Block 93D lots 1 through 8 inclusive.
- Block 93E lots 1 through 53 inclusive.
- Block 93F lots 1 through 12 inclusive.
- Block 93G lots 1 through 15 inclusive.

BOOK ~~3801~~ PAGE ~~114~~

SEP-28-72 END OF DOCUMENT •32237 GRa Rec ACa 10.00

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OF DEEDS
COUNTY CLERK
REGGROEN MONMOUTH
COUNTY CLERK'S OFFICE

032237

BOOK ~~3801~~ PAGE ~~805~~
END OF DOCUMENT.

Article II
Sect. (2)(a) Additions by Developer

Article III
Sect. 2 Class B

RELEASE OF CERTAIN COVENANTS, RESTRICTIONS,
EASEMENTS, CHARGES AND LIENS

KNOW ALL MEN BY THESE PRESENTS:

This Release and Quitclaim, made this 1st day of August, 1975 by LEVITT AND SONS, INCORPORATED, a Delaware corporation having an office at 400 Lakeville Road, Lake Success, New York hereinafter referred to as "Developer".

WITNESSETH:

WHEREAS, Developer created certain covenants, restrictions, easements, charges and liens in certain real property more particularly described in Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, the purpose of said covenants, restrictions, easements, charges and liens is to provide certain common lands and facilities for recreational purposes for the benefit of such community; and

WHEREAS, by Deed dated January 25, 1972 and recorded March 21, 1972 in Book 3773, Page 575 et seq in the Clerk's Office at Freehold, New Jersey, the "Developer" conveyed title to the common areas to the MONMOUTH HEIGHTS AT FREEHOLD RECREATIONAL ASSOCIATION, a non-profit corporation of the

100 *Breelin + Monahan*
1500 *Aldrich Bldg*
and *Suite 2-C*
504 Aldrich Rd
Hamlet, N.J. - 07731

BOOK 3935 PAGE 68

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Book 3935 DEED 68
COUNTY CLERK

State of New Jersey; and

WHEREAS, the "Developer" is now desirous of releasing certain rights retained by the Developer therein;

NOW THEREFORE, the developer does hereby by these presents remise, release and forever Quitclaim unto the MONMOUTH HEIGHTS AT FREEHOLD RECREATIONAL ASSOCIATION forever,

The certain covenants, restrictions, easements, charges and liens as contained in the Declaration recorded in Book 3660 Page 714 et seq of Deeds at Freehold, New Jersey as follows:

ARTICLE II, 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 additions under this and the succeeding subsection 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 is 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.

ARTICLE III, Section 2 Voting rights.

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

EXHIBIT "A" ATTACHED TO AND FORMING PART
OF A DECLARATION AND RELEASE 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 23, 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 and 2, situated in Freehold Township, Monmouth County, New Jersey, Edward C. Reilly & Associates, James F. 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 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 $82^{\circ}27'37''$ 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 south-westerly corner of Lot 1, Block 85-P;
2. North $25^{\circ}56'48''$ West along the center line of Manasquan Brook a distance of 63.24 feet;
3. North $82^{\circ}27'37''$ East through Lot 1, Block 85-P a distance of 59.97 feet;
4. South $7^{\circ}32'23''$ East through Lot 1, Block 85-P a distance of 60 feet to the point or place of beginning, containing 0.0688 acres.

3

TRACT ONE

Being known and designated as Lots 2 through 6, inclusive, in Block 85-21; Lots 1 through 3, inclusive, and Lots 28 through 31, inclusive, in Block 85-22; Lots 1 through 5, inclusive, and Lots 10 through 17, inclusive, in Block 85-24; Lots 1, 2, 17 and 18 in Block 85-25; Lots 1 through 10, inclusive, in Block 85-27, all as shown on a map entitled: "Final Plat of Greentree at Freehold Section 2 Freehold Township, Monmouth Co. N.J.", dated February 14, 1967, prepared by Frederick H. Kurtz, Consulting Engineer, Parlin, New Jersey, and which was filed in the Monmouth County Clerk's Office on June 27, 1968 as Map No. 92-11.

TRACT TWO

Being known and designated as Lots 14 through 18, inclusive, in Block 85-27; Lots 11 through 31, inclusive, in Block 85-28; Lots 7 through 9, inclusive, in Block 85-29; Lots 1 through 4, inclusive, and Lot 19 in Block 85-31; Lots 1 through 5, inclusive, in Block 85-32; Lots 4 through 6, inclusive, in Block 85-33, all as shown on a map entitled: "Final Plat of Greentree at Freehold Section 5 Freehold Township, Monmouth Co. N.J.", dated February 14, 1967, prepared by Frederick H. Kurtz, Consulting Engineer, Parlin, New Jersey, and which was filed in the Monmouth County Clerk's Office on June 27, 1968 as Map No. 92-12.

TRACT THREE

Being known and designated as Lots 1 through 6, inclusive, Lots 10 through 12, inclusive, and Lot 16 in Block 85-29; Lots 1 through 7, inclusive, in Block 85-30; Lots 5 through 18, inclusive, in Block 85-31; Lots 9 through 11, inclusive, in Block 85-33; Lot 5 in Block 85-34; Lots 1 through 10, inclusive, and Lots 13 through 16, inclusive, in Block 85-35; Lots 23 and 24 in Block 85-39, all as shown on a map entitled: "Final Plat of Greentree at Freehold Section 6 Freehold Township, Monmouth Co. N.J.", dated February 14, 1967, prepared by Frederick H. Kurtz, Consulting Engineer, Parlin, New Jersey, and which was filed in the Monmouth County Clerk's Office on June 27, 1968 as Map No. 92-13.

TRACT FOUR

Being known and designated as Lots 12 through 16, inclusive, in Block 85-33; Lots 1 through 4, inclusive, and Lots 6 through 13, inclusive, in Block 85-34; Lots 11 and 12 in Block 85-35; Lots 7 through 22, inclusive, and Lots 25 through 41, inclusive, in Block 85-39; Lots 1 through 4, inclusive, in Block 85-40, all as shown on a map entitled: "Final Plat of Greentree at Freehold Section 7 Freehold Township, Monmouth Co. N.J.", dated February 14, 1967, prepared by Frederick H. Kurtz, Consulting Engineer, Parlin, New Jersey, and which was filed in the Monmouth County Clerk's Office on March 5, 1969 as Map No. 96-1.

TRACT FIVE

Being known and designated as Lots 6 through 15, inclusive, in Block 85-32; Lots 1 through 3, inclusive, in Block 85-33; Lots 1 through 5, inclusive, in Block 85-36; Lots 1 through 9, inclusive, in Block 85-37; Lots 1 through 14, inclusive, in Block 85-38; Lots 1 through 6, inclusive, in Block 85-39, all as shown on a map entitled: "Final Plat of Greentree at Freehold Section 8 Freehold Township, Monmouth Co. N.J.", dated February 14, 1967, prepared by Frederick H. Kurtz, Consulting Engineer, Parlin, New Jersey, and which was filed in the Monmouth County Clerk's Office on June 27, 1968 as Map No. 92-14.

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ORIGINAL DOCUMENT-POOR COPY

All that tract of land and premises situated, lying and being in the Township of Freehold, County of Monmouth and State of New Jersey:

Tract No. 1

Being a 50 foot wide grant of land situated in Freehold Township, Monmouth County, New Jersey; being parts of Townsend Drive, Ott Place, and Richard Boulevard; each 50 feet wide, as shown on a map entitled, "Map of Woodgate Farms at Freehold South - Section 3", said map being filed or about to be filed in the Monmouth County Clerk's Office.

Said grant being 50 feet wide runs in a generally southerly direction and the herein after described centerline of said grant being distant 25.00 feet from and parallel to its concentric with the easterly and westerly confines of said grant.

Beginning at a point, distant 267.75 feet on a bearing of N 70° 31' 14" W from the intersection of the centerline of the Elton-Adelphi Road with the westerly line of lands now or formerly owned DeBull, thence running

- (1) S 11° 28' 46" W, 95.92 feet to a point; thence
- (2) Along a curve to the right, having a radius of 350.00 feet, an arc distance of 102.96 feet to a point; thence
- (3) S 28° 20' 03" W 1883.69 feet to a point; thence
- (4) Along a curve to the left, having a radius of 550.00 feet, an arc distance of 105.59 feet to a point; thence
- (5) S 17° 20' 03" W, 105.65 feet to a point; thence
- (6) Along a curve to the right, having a radius of 800.00 feet, an arc distance of 153.59 feet to a point; thence
- (7) S 28° 20' 03" W 67.97 feet to a point; thence
- (8) N 61° 39' 57" W, 73.47 feet to a point; thence
- (9) Along a curve to the left, having a radius of 350.00 feet, an arc distance of 56.94 feet to a point; thence
- (10) N 70° 59' 12" W, 232.61 feet to a point; thence
- (11) S 19° 00' 48" W, 380.00 feet to a point; thence
- (12) Along a curve to the left, having a radius of 100.00 feet, an arc distance of 130.24 feet to a point; thence
- (13) S 55° 36' 16" E, 120.00 feet to a point; thence
- (14) S 28° 02' 03" W, to the southerly outline of the hereinafter referred to "Map of Woodgate Farms", 25.00 feet to a point on the terminus of the 50 foot wide grant herein described.

Tract No. 2

Being a 30 foot wide grant of land situated in Freehold Township, Monmouth County, New Jersey, said 30 foot wide grant runs in a generally southerly direction and the hereinafter described centerline of said grant being distant 15.00 feet from and parallel to the easterly and westerly confines of said grant.

Beginning at a point, said point being the terminus of the fourteenth course of grant number one, hereinabove described; thence running:

- (1) S 28° 03' 03" W, 240.00 feet to a point; the terminus of the 30 foot wide grant herein described.

Tract No. 3

Being a grant of land situated in Freehold Township, Monmouth County, New Jersey.

Beginning at a point distant 15.00 feet on a bearing of N 61° 39' 57" W, from the terminus of the hereinabove described grant No. 2; thence running:

- (1) N 61° 39' 57" W, 100.00 feet to a point; thence
- (2) N 28° 20' 03" E, 50.00 feet to a point; thence
- (3) S 61° 39' 57" E, 100.00 feet to a point on the westerly line of Grant No. 2 above described; thence
- (4) Along the westerly line of Grant No. 2, S 28° 20' 03" W, 50.00 feet to a point; the point and place of Beginning.

Being in accordance with a survey dated April 9, 1965 and prepared by Edward C. Reilly and Associates, Professional Engineers and Surveyors.

There is excepted from the description of the subject premises all portions of the following-described lots as shown on the certain map designated, "Final Plat of Woodgate Farms at Freehold South, Section 3, prepared by Frederick H. Kurtz, Consulting Engineer, Parlin, New Jersey" dated May 9, 1967, filed in the office of the Clerk of Monmouth County on June 21, 1968, case number 32, sheet number 6, which may be included within the description of the subject premises:

- | | |
|------------|--------|
| Block 93-A | Lot 7 |
| Block 93-B | Lot 11 |
| Block 93-C | Lot 14 |
| Block 93-D | Lot 5 |
| Block 93-E | Lot 12 |

TRACT I
BEING known and designated as Lot 9, in Block 85-X, "Proposed Swim and Racquet Club", all as shown on a map entitled: "Revised Final Map of a Portion of Woodgate Farms at Freehold South Section 2", dated April 6, 1970, prepared by Levitt and Sons, Incorporated, Zone North Headquarters Engineering Department, R. S. Rodwell P. E. & L. S. No. 8456, N.J., and which was filed in the Monmouth County Clerk's Office on May 25, 1970 as Map No. 102, Sheet 13.

TRACT II
BEING known and designated as Lot 12, in Block 85-X, 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, James P. Kovacs, Professional Engineers - Land Surveyors, Route 9, Marlboro, New Jersey, R.D. 1, Box 178A, Englishtown, New Jersey, dated December 1, 1964, which map was filed in the office of the Clerk of Monmouth County, New Jersey on September 14, 1967, in Case 89-15.

SCHEDULE A

All those certain plots, pieces or parcels of land, situate, lying and being in the Township of Freehold, County of Monmouth, and State of New Jersey as the same are shown on the "Final Plat of Woodgate Farms at Freehold South, Section 3 situated in Freehold Township, Monmouth County, made by Frederick H. Kurtz, Consulting Engineer, dated May 9, 1967, Drawing No. 4 Map 77" filed on June 21, 1968 in the County Clerk's Office of Monmouth County as Case No. 92, Sheet No. 6 which lots are identified on said Map as follows:

- Block 93A lots 1 to 6 both inclusive.
- Block 93D lots 1 to 10 both inclusive.
- Block 93C lots 1 to 13 both inclusive, and 15 to 22 both inclusive.
- Block 93D lots 1 to 8 both inclusive, (excluding therefrom lot 5.)
- Block 93E lots 1 to 53 both inclusive.
- Block 93F lots 1 to 11 both inclusive.
- Block 93G lots 1 to 15 both inclusive.

SCHEDULE A

All those certain plots, pieces or parcels of land, situate, lying and being in the Township of Freehold, County of Monmouth and State of New Jersey as the same are shown on the "Final Plat of Woodgate Farms at Freehold South, Section 3 situated in Freehold Township, Monmouth County, made by Frederick H. Kurtz, Consulting Engineer, dated May 9, 1967, Drawing No. 4 Map 77" filed on June 21, 1968 in the County Clerk's Office of Monmouth County as Case No. 92, Sheet No. 6, and refiled as "Amended Final Plat of Woodgate Farms at Freehold South, Section 3, on December 6, 1971 in the County Clerk's Office of Monmouth County as Case No. 111, Sheet No. 9", which lots are identified on said map as follows:

- Block 93A lots 1 through 7 inclusive.
- Block 93B lots 1 through 11 inclusive.
- Block 93C lots 1 through 14 inclusive, and 16 through 22 inclusive.
- Block 93D lots 1 through 8 inclusive.
- Block 93E lots 1 through 53 inclusive.
- Block 93F lots 1 through 12 inclusive.
- Block 93G lots 1 through 15 inclusive.

SCHEDULE A

All those certain plots, pieces or parcels of land, situate, lying and being in the Township of Freehold, County of Monmouth, and State of New Jersey as the same are shown on the "Final Plat of Woodgate Farms at Freehold South, Section 3 situated in Freehold Township, Monmouth County, made by Frederick H. Kurtz, Consulting Engineer, dated May 9, 1967, Drawing No. 4 Map 77" filed on June 21, 1968 in the County Clerk's Office of Monmouth County as Case No. 92, Sheet No. 6, and refiled as "Amended Final Plat of Woodgate Farms at Freehold South, Section 3, on December 6, 1971 in the County Clerk's Office of Monmouth County as Case No. 111, Sheet No. 9", which lots are identified on said map as follows:

- Block 93A lots 1 through 7 inclusive.
- Block 93B lots 1 through 11 inclusive.
- Block 93C lots 1 through 14 inclusive, and 16 through 22 inclusive.
- Block 93D lots 1 through 8 inclusive.
- Block 93E lots 1 through 53 inclusive.
- Block 93F lots 1 through 12 inclusive.
- Block 93G lots 1 through 15 inclusive.

