

CRESTWOOD VILLAGE SIX
COMMUNITY ASSOCIATION

**DECLARATION OF COVENANTS
AND RESTRICTIONS**

REVISED NOVEMBER 1, 2004

CRESTWOOD VILLAGE SIX COMMUNITY ASSOCIATION
Declaration of Covenants and Restrictions

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CRESTWOOD VILLAGE SIX COMMUNITY ASSOCIATION
DECLARATION OF COVENANTS AND RESTRICTIONS

This Declaration, made the 1st day of May, 2003 by the Members of Crestwood Village Six Community Association, Inc. a corporation of the State of New Jersey having its principal place of business at 6 Congasia Road, Whiting, Manchester Township, New Jersey, 08759, hereinafter called "Declarant",

WITNESSETH:

WHEREAS, Crestwood Village Inc., a New Jersey corporation having its principal place of business at Schoolhouse Road, Whiting, Manchester Township, New Jersey, 08759, was the owner of the fee simple title to and/or leasehold interest in approximately 277.5 acres located in the Township of Manchester, County of Ocean and State of New Jersey, known and designated as Crestwood Village Six and upon which it developed a residential community for senior citizens intended to ultimately contain from 1,000 to 1,400 Homes which were intended to be located in one of several subdivision parcels of land, then to be established; and

WHEREAS, Crestwood Village, Inc. constructed 1141 individual Homes to be contained within 490 single-family (one additional site remains) and 651 multi-family buildings together with certain roads, driveways and other improvements upon the lands described in the original Declaration of Covenants and Restrictions – Crestwood Village Six and Master Deed and various subdivision plats entitled Maps of Crestwood Village VI, Section 60 through 65 and Clubhouse VI Site, prepared by Fellows, Read & Weber, Inc., which plats have been duly recorded in the Office of the Ocean County Clerk on various dates; and

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

WHEREAS, Crestwood Village, Inc. and Declarant have deemed it advisable to create an agency to which shall be delegated and assigned the power and authority to maintain the exterior of said Homes, subject to the provisions of ARTICLE VI, Section 2(a), and the

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other lands and improvements within the property, to administer and enforce the covenants and restrictions governing the Property, to collect and disperse all assessments and charges necessary for such maintenance, administration, and enforcement, to operate and maintain all recreational and clubhouse facilities within Crestwood Village Six, and to perform such other services as may be required to benefit its residents all as hereinafter provided; and

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

WHEREAS, Crestwood Village, Inc. constructed a clubhouse and certain other recreational facilities to be located within portions of Crestwood Village Six and has conveyed title to same to the Community Association, together with all Common Property now or hereafter subject to this Declaration.

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

ARTICLE I - Definitions

When used in this Declaration (unless the context clearly shall indicate otherwise), the Articles of Incorporation, Covenants and Restrictions, By-Laws and Rules and Regulations of the Crestwood Village Six Community Association, shall have the following meanings:

Section 1. "Articles of Incorporation"

shall mean and refer to the Articles of Incorporation of CRESTWOOD VILLAGE SIX COMMUNITY ASSOCIATION dated January 31, 1979, together with all future amendments thereto.

Section 2. "Board" or "Board of Trustees"

shall mean and refer to the Board of Trustees of the Community Association.

Section 3. "By-Laws"

shall mean and refer to the By-Laws of the Community Association, together with all future amendments thereto.

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Section 4. "Common Property"

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

Section 5. "Community Association"

shall mean and refer to the CRESTWOOD VILLAGE SIX COMMUNITY ASSOCIATION, INC., a New Jersey non-profit corporation, its successors and assigns.

Section 6. "Declarant"

shall mean the membership of Crestwood Village Six Community Association, Inc., a non-profit New Jersey corporation, its successors and assigns.

Section 7. "Declaration"

shall mean and refer to this Declaration of Covenants and Restrictions, as same may now or hereafter be amended or supplemented.

Section 8. "Home"

shall mean and refer to any residential dwelling unit and the Lot upon which same is located.

Section 9. "Lot"

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

Section 10. "Member"

shall mean and refer to all those Lot Owners who are members of the Community Association as provided in Article V of the Articles of Incorporation.

Section 11. "Owner", "Home Owner" or "Property Owner"

shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Home, or the leasehold interest pertaining to such Home acquired from Crestwood Village, Inc., or its successors or assigns.

Section 12. "First Mortgage"

shall mean and refer to any first mortgage lien encumbering a Home held by a bank, mortgage banker, trust company, insurance company, savings and loan association, pension fund, governmental agency, or other institutional lender for which it is a purchase money mortgage held by the Declarant or by the Seller of a Home.

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Section 13. "Property"

shall mean and refer to those real property premises described on the various subdivision plots of Crestwood Village Six, its Common Grounds and Clubhouse together with any lands or premises which have heretofore or may hereinafter be lawfully acquired and recorded in the Office of the Clerk of Ocean County, New Jersey.

ARTICLE II - Property Subject to This Declaration

All the Property of Crestwood Village Six, including every Home, Lot and all Common Property now or hereafter established, is, and shall be, held, transferred, sold, conveyed, leased and occupied, subject to this Declaration. More specifically, the Property consists of approximately 277.5 acres located in the Township of Manchester, County of Ocean and State of New Jersey and designated as Crestwood Village Six and is more specifically described in the Six Master Deeds for single and multiple home sites located in Section 60 through 65 more particularly described in Exhibits "A1-A6" attached hereto with supplements representing various corrections and related easements, as well as, Six Master Maps of those Sections with similar amendments described in Exhibits "B1-B6" attached hereto. For purpose of brevity, those Exhibits are attached only to the original Covenants which may be examined at the Administrative Office of the Community Association at 6 Congasia Road, Whiting, New Jersey, 08759.

The number and mix of the dwellings described in those Deeds and located on those Maps include the following characteristics:

<u>Unit</u>	<u>No. of Buildings</u>	<u>No. of Units</u>
Single	490	490
Double	169	338
Three Plex	24	72
Quad	59	236
Five Plex	<u>1</u>	<u>5</u>
Total	743	1141

ARTICLE III - Property Rights of Owner in the Common Property

Subject to the provisions of this Declaration, the Articles of Incorporation, By-Laws and the Rules and Regulations of the Community Association, every Member shall have a right and easement of enjoyment in and to the Common Property and such easement shall be appurtenant to and shall pass with the title to every Home as hereinafter set forth:

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Section 1. Common Property

A perpetual and non-exclusive easement in, over and through the Common Property and to use the roads, walks and other common facilities therein, subject to the right of the Community Association to promulgate reasonable rules and regulations for the use thereof. When any Home or other dwelling unit is not owner occupied, such easement shall be solely for the benefit of the occupants thereof, and their guests, and not the owner or his invitees. In addition to the foregoing, each resident of Crestwood Village Five shall have a perpetual and non-exclusive easement in, over and through all contiguous roadways of Crestwood Village Six.

Section 2. Unintended Encroachments

An exclusive easement for the existence and continuance of any encroachment by his Home upon any adjoining Home now existing or which may come into existence hereafter as a result of construction, repair, shifting, settlement, movement of any portion of the Buildings or a Home, or as a result of condemnation or eminent domain proceedings, so that any such encroachment may remain undisturbed so long as the Buildings stand.

Section 3. Common Driveways and Walks

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

Section 4. Utilities

An easement in common with the owners of all other Lots to use all pipes, wires, ducts, cables, conduits, public utility lines and other common facilities located on any of the other Lots and serving his Lot. Each Lot shall be subject to an easement in favor of the owners of all other Lots to use the pipes, ducts, cables, wires, conduits, public utility lines and other common facilities serving such other Lot and located in such Lot. The Community Association or its representative shall have the right of access to each Home to inspect same in order to correct any conditions threatening another Home or violating any provision set forth in this Declaration, the By-Laws or in any regulations promulgated by the Community Association, provided that any requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Home Owner. In case of an emergency, such right of entry shall be immediate, whether the Home Owner is present at the time or not.

Section 5. Crawl Space

A perpetual and non-exclusive easement for ingress and egress to the crawl space beneath his home in, upon, under, over, across and through any Lot upon which the entrance to such crawl space is located or across which access is necessary for the purpose of maintenance and/or inspection.

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Section 6. Rear Yard Access

Every Home Owner who does not have access to the rear yard of his Lot, except from his dwelling or garage or by transversing an adjacent Lot, shall have a perpetual and non-exclusive easement for ingress and egress to and from the rear yard of his Lot in, upon, under, over, across and through any adjacent Lot. Such easement may be utilized only for the purpose of transporting equipment or materials required for the installation, maintenance or repair of improvements within said rear yard area, including ingress and egress for the persons performing such installation, maintenance or repair. Further, should the use of such easement result in any damage to or within the adjacent Lot or any improvements therein, then the Home Owner utilizing said easement shall be liable for any and all damages, liability, costs and expense, caused by or arising directly or indirectly from the use of the easement.

Section 7. Covered Parking Facilities also known as Carriage Sheds

The covered parking facilities known as carriage sheds are common property in which there shall be a perpetual non-exclusive easement appurtenant to the various lots designated hereinafter to which the owner thereof is entitled to the use and enjoyment upon, over, across and through such common property for the purpose of ingress and egress to and from its specified parking facility together with a perpetual exclusive easement appurtenant to such lots to use and enjoy as a specified parking facility subject to the By-Laws and/or Rules and Regulations of the Association which may be adopted with respect to same. The easements arising hereunder in favor of any lot shall not be divisible from such lot and any sale, conveyance, lease, devise or other disposition of any such lot shall extend to and include such easements whether or not referred to in the instrument creating or effecting same. The maintenance of the covered parking space including its garage doors, garage door openers, springs, locks and any other accessories shall be the responsibility of the individual Home Owner assigned thereto. No individual Home Owner shall encroach, in any manner, upon adjacent parking areas so as to deprive other Home Owners from full utilization of their designated parking space. Further, it should be recognized that designated carriage shed spaces are for the parking of Home Owner vehicles and not to be utilized as a general storage facility.

This restriction may be waived in instances where temporary storage of household goods is associated with a Home Owner moving into or leaving a purchased or sold unit provided that such temporary storage of household goods shall not exceed a period of 30 days.

The covered parking space maintenance, repair, painting of the windows and common entry doorways, siding, and roofing shall be the responsibility of the Community Association. Any additional municipal tax assessment for the individual parking space or the covered parking facility shall be the responsibility of the Home Owner(s), as the case may be. The assignment of covered parking facilities to the lots in question are set forth in Exhibit "C" which is attached hereto.

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ARTICLE IV - Property Rights of Community Association

The Community Association shall have and enjoy the following easements with respect to the Property and Homes located thereon.

Section 1. Easement for Improvements

The Community Association, its officers, agents or employees shall have a perpetual exclusive easement for the existence, continuance, and maintenance of any improvements which presently or may hereafter be required to service.

Section 2. Easement for Safety

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

Section 3. Easement for Mortgage Banker

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

Section 4. Easement for Utility Companies

Any utility company or other entity furnishing utility services, such as sewer, water, power, telephone, pipe lines, mains, conduits, poles, transformers, master television antennas and/or cable television, direct television antennas, to the Property shall have continuing blanket, perpetual and non-exclusive easements to enter the Property, or any part thereof, in order to install, maintain, repair, replace and service meters, utility lines and equipment and do everything and anything else necessary in order to properly maintain and furnish utility service to the Property and Homes. Should any governmental agency or utility company furnishing one of the foregoing services hereafter request a specific easement by a separate recordable instrument in connection with the furnishing of any such service, the Board of Trustees of the Community Association shall have the right to grant such easement provided that it does not materially impair the rights of any Home Owner, or detract from the appearance of any unit or associated property.

Section 5. Drainage Easement

A perpetual and non-exclusive easement in common with the Home Owner(s) in, upon, over, under, across and through the Property for surface water runoff and drainage caused by natural forces and elements, grading, and/or the improvements located upon the Property. No individual Home Owner shall directly or indirectly interfere with or alter the drainage and runoff patterns or systems within the Property.

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ARTICLE V - Restrictions Upon Property and Owners

In order to preserve the character of Crestwood Village Six as a senior citizen residential community and for the protection of the value of the Homes therein, the Property shall be subject to all covenants, easements and restrictions of record as well as the following restrictions, all of which shall be perpetual in duration and run with the land:

Section 1. Age and Number of Occupants

The age and number of owner(s) or tenant(s) and occupant(s) of each home in Crestwood Village Six are restricted as follows:

- (a) All owners must be at least 55 years of age or older except in the instance of a spouse who can be under that age (see (b) below).
- (b) In the event of the death of an owner survived by an underaged spouse, then that spouse can continue as an owner. That spouse can remarry an underaged spouse who can jointly occupy the home but cannot become an owner. In the event of the death of the first underaged spouse, the second underaged spouse cannot become an owner unless the age requirement of 55 has been reached.
- (c) Close family members (children, grandchildren, niece, nephew and/or sibling, both natural or by marriage) who are under the age of 55 years may be sole or co-owner for the benefit of an elder relative 55 years of age or older for the purpose of estate planning or security. The beneficial elder relative must be an occupant. Upon the subsequent death of the elder relative, the underage close family member may not continue as an owner or occupant. Application for this exception of underage owner to the general rule shall be made in writing to the Board of Trustees for its approval as to the accurateness of the circumstances.
- (d) All occupants other than the owner(s) must be at least nineteen (19) years of age and closely related to the owner(s) such as a child, grandchild or niece or nephew, both natural and by marriage.
- (e) There can be no more than three (3) occupants in any home.

Section 2. Multiple Ownership

Ownership in Crestwood Village Six is limited to one home property. Multiple ownership is not permitted except in the incident of inheritance, marriage, or upon enforcement of a delinquent lien. In that instance, multiple ownership shall be permitted only insofar as reasonable effort is made to dispose of all but one of the multiple homes. Existing multiple ownership will be permitted without consequences except that future title transfers shall abolish multiple ownership.

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Section 3. Private Residents Only, No Business

No Home shall be used for any purpose other than a private residence.

Section 4. No Obstruction to Common Property, Storage Area or Crawl Space

There shall be no obstruction of access to any Common Property. The use of storage areas, if any, shall be in accordance with rules and regulations promulgated by the Board of Trustees. There shall be no storage in the crawl space.

Section 5. Planting Guide

No Home Owner or occupant shall build, plant, or maintain any matter or thing upon, in, over or under the Property without the prior written consent of the Board, except that a Home Owner may (i) plant flowers, trees, shrubbery and gardens within the area appurtenant to his Home and as provided in the Planting Guide prepared by the Board of Trustees, a copy of which shall be available at the office of the Community Association during reasonable business hours; and (ii) plant and maintain flowers and shrubbery in the beds immediately adjacent to his dwelling.

To maintain the country and park like setting of the community, lawn areas surrounding house units must remain grass areas. It is prohibited for lawns to be replaced by crushed stone, decorative stones, bricks or any other ground covering. The limited use of stone or other mulch covering is only allowed in approved planting beds set forth in the planting guide.

No person shall place trash, garbage, excess materials of any kind on or about the Property except in designated receptacles, nor burn, over or above the Property. Home Owners shall not have any right to paint or otherwise decorate or change the appearance of any portion of the exterior of any Building without the prior written approval of the Board. It is the Home Owner's responsibility to promptly report to the Board or its duly authorized representative any defect or need for repairs for which the Community Association is responsible.

Section 6. No Hazardous Use

Nothing shall be done or kept in any Home which will increase the rates of insurance of the Building(s) or the contents thereof beyond the rates applicable for Homes, without the prior written consent of the Community Association. No Home Owner shall permit anything to be done or kept in his Home or in or upon the Common Property which will result in the cancellation of insurance on any of the Buildings or the contents thereof, or which will be in violation of any law.

Section 7. No Exterior Hangings

No clothes, sheets, blankets, laundry of any kind or any other articles shall be hung out or exposed on any part of the Property nor shall anything be hung, painted or displayed on the outside of the windows or placed on the outside walls or outside surfaces of doors of any of the Buildings nor shall any signs, awnings, canopies, or shutters be affixed or

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placed upon the exterior walls or roofs or any part thereof, without the prior written consent of the Community Association. Further, under no circumstances shall any radio or television antennas be affixed or placed upon the exterior of any roof, walls, or other portion of the Property without the prior written approval of the Board. The display or use of items (except normal furnishings) in the interior of any Building which are visible from the exterior shall be subject to the rules and regulations of the Community Association. Seasonal decorations are an exception to these provisions. Abuses of same may become subject to the rules and regulations of the Board of Trustees at its discretion.

Section 8. Pets

No animals (dogs, cats, rabbits, livestock, fowl, birds, reptiles, poultry or rodents, etc.) shall be raised, bred or kept in any Home or upon the Common Property except as may be permitted by the rules and regulations of the Community Association. Feeding of stray animals is prohibited and will subject offenders to a \$10.00 fine per each occurrence.

Section 9. Nuisance

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

Section 10. Alterations

Nothing shall be done to any Home which will impair the structural integrity of any Building or which will structurally change a Building. No Home Owner may make any structural additions, alterations or improvements in or to his Home without the prior written approval of the Board or impair any easement without the prior written consent of the Board. The Board of Trustees shall have the obligation to answer any written request received by it from a Home Owner for approval of a proposed structural addition, alteration or improvement in the Owner's Home within thirty (30) days after receipt of such request, and failure to do so within the stipulated time shall constitute a consent to the proposed structural addition, alteration or improvement. Any application to any municipal authority for a permit to make an addition, alteration or improvement in or to any Home must first be approved by the Community Association and, if approved, shall be executed by the Board of Trustees and may then be submitted by the Home Owner to the proper authorities as may be required. Such approval, however, shall not incur any liability on the part of the Community Association to any contractor, subcontractor, or materialman on account of such addition, alteration or improvement, or to any person having any claim for injury to person or damage to property arising therefrom. The Home Owners shall furnish the Board with a copy of any such permit which he has procured.

Section 11. Fences

No fabricated fence, hedge or other growing fence shall be erected or planted upon any lot. Nor, shall there be any plantings along the street side of any lot.

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Section 12. Trucks and Vans

No trucks, vans or other commercial vehicles may park overnight, and no boats, trailers, campers or mobile homes may be parked at any time on any part of the Property of Crestwood Village Six except as hereinafter provided: (i) in areas specifically designated for such purpose by the Board of Trustees, if any; and (ii) for those vehicles temporarily on the Property for purposes of servicing the Property itself or one of the Homes. All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. A vehicle is deemed to be a truck for the purpose of this subsection if it has more than four normal size tires and will not fit into a 7 foot by 9 foot garage door opening which is common in Crestwood Village Six and is of a length greater than 19 feet. The definition of truck periodically may be re-determined by the Board of Trustees at its discretion.

Section 13. Leasing

Leasing is not considered to be in the best interests of the Community. It hinders interest and participation in community pride, activities and responsibilities. Under no circumstances shall leasing occur unless the owner has entered into possession of the home and occupied it as a legal residence for a period of at least one (1) year. After that one (1) year period, leasing is permitted subject to the following limitations:

A. No Lease Less than One (1) Year

No Home shall be rented by the Owners thereof (except a lender in possession of such Home following a default in a first mortgage, a foreclosure proceeding or any deed or other arrangement in lieu of foreclosure) or otherwise utilized for transient or hotel purposes, which shall be defined as "(i) rental for any period less than one (1) year; or (ii) any rental if the occupants of the Home are provided customary hotel services, such as room service for food and beverages, maid service, furnishing laundry and linen, and bellboy service", provided however, that any Home Owner including Declarant, may rent a Home for a period of less than one (1) year to a contract purchaser.

B. General Leasing Requirements

Other than the foregoing obligations, the Home Owners shall have the right to lease same provided that said lease is in writing and made subject to all provisions of the Declaration, including, but not limited to, the By-Laws of the Community Association and other documents referred to herein, including the right of amendment, reserved to Declarant therein and provided further that any failure of the lessee to fully comply with the terms and conditions of such documents shall constitute a default under the lease. Nothing herein provided is intended to prevent any owner from transferring his leasehold interest pertaining to his Home.

1. Term of Lease

All leases must contain a provision authorizing the tenant to make rent payments directly to the Community Association upon being notified that

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the maintenance payments are delinquent for more than sixty (60) days.
The Community Association is to receive a copy of the written lease.

2. Entire Home

No Home Owner may lease less than an entire home.

Section 14. Rules and Regulations and Fines

The Board of Trustees shall have the power to make such rules and regulations as may be necessary to carry out the intent of these use restrictions and shall have the right to bring lawsuits to enforce the rules and regulations promulgated by it. The Board shall further have the right to levy fines for violation of such regulations, provided that the fine for a single violation may not, under any circumstances exceed \$10.00. For each day a violation continues after notice to the offender it may be considered a separate violation at the discretion of the Board of Trustees. Any fine so levied is to be considered as an assessment to be levied against the particular Home Owner involved, and collection may be enforced by the Board in the same manner as the Board is entitled to enforce collection of other assessments. Fines may be levied against a Home Owner's tenant, and the Home Owner shall be jointly and severally liable with his tenant for the payment of same. In the event the Community Association institutes legal action for collection of any fines, then the defendant(s) shall be responsible for payment of reasonable attorneys' fees of the Community Association plus interest and costs of suit. The periodic failure by the Community Association to enforce its rules and regulations shall not constitute a waiver of its authority to adopt such rules and regulations and/or their enforcement in a consistent fashion. It is recognized that enforcement may periodically be sporadic based upon periodic enforcement attitudes of the Board of Trustees as well as the frequency of particular violations which periodically may become more offensive due to their frequency. In addition to the imposition of fines, the Board of Trustees may suspend the voting rights of any member for any infraction of the published rules and regulations or for the failure to pay any assessment for maintenance fees when due and to deny the use of all Village recreational facilities.

Section 15. Mortgage

Each Home Owner shall have the right to mortgage or encumber his or her Home.

Section 16. Telephone

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

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Section 17. Wet Garbage

Each Home Owner shall be responsible for placing all trash in in-ground enclosed receptacles provided by the Community Association. On collection day, trash bags too large to be placed in the receptacles can be placed on the top thereof for collection.

Section 18. Garbage Disposal

The use of garbage disposal units in any home shall be subject to Rules and Regulations adopted by the Board of Trustees of the Community Association dependent upon practices established by the owners or regulators of the sewer and waste facilities serving the Community.

Section 19. Free Standing Sheds

There shall be no free standing sheds. Carriage sheds are not considered as "free standing sheds".

Section 20. Home Owner's Insurance Responsibility

Each Home Owner is required to provide their own Home Owner's insurance protection afforded by the Condo HO6 type insurance policy: (a) Structure changes (such as new windows, walls, patios, additions, upgrades, etc.); (b) Personal Property insurance which would cover replacement appliances, rugs and other items besides furniture and furnishings which might be confused with original installations; (c) Personal Liability insurance for protection of so-called roof neighbors that might be affected by losses, caused by the negligence of others. In addition, the standard Condo HO6 type policy provides as options most beneficial to the members for two other items; (d) Additional living expenses; (e) Loss assessment.

In the event of a financial loss caused by a member who has failed to obtain and maintain insurance coverage as required by Covenants and By-Laws, a lien could be created and attached to a faulty members residence for the protection of those who have suffered as a result thereof.

ARTICLE VI - Maintenance and Repair Responsibility

Section 1. Community Association

It shall be the responsibility of the Community Association to provide for and undertake for the care, maintenance, repair, refurbishment of the following areas and facilities of the Crestwood Village Six Community:

- (a) Roads, finger-streets, pavements, walkways, curbs, swales, trees, bushes, fences and retaining walls located on common areas.

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- (b) Removal/plowing of snow when snowfall exceeds 3 inches from Village roads, finger-streets, residence driveways, clubhouse, maintenance and carriage shed parking lots.
- (c) Clubhouse and maintenance building and their contents, parking lots, pavements, street lighting and attached recreational areas.
- (d) Roof repairs/replacements of individual residences will be provided on an "as needed" basis.
- (e) Carriage sheds assigned to various residences.
- (f) Crawl space inspection for moisture and termites, treatment and repair of termite damage (repairs on hidden damages are not the responsibility of the Association), hanging and replacement of insulation, crawl space covers and wall vent screens, emergency thawing of frozen pipes but not the repair if ruptured or leaking. Outside hose bib (spigot) will only be replaced if properly turned off and hose disconnected from faucet. Removal of rodents and squirrels as governed by New Jersey Law.

Section 2. Responsibility of the Resident - Home

It shall be the responsibility of the Home Owner to care, maintain, repair and refurbish the entire interior and exterior of the residence except that specifically set forth in the above Section 1 is the responsibility of the Community Association.

- (a) Interior/Exterior Repair: Each Home Owner shall promptly furnish, perform and be responsible for, at his own expense, the repair, maintenance, replacement, decoration of the interior/exterior of his own Home, including painting, wall papering, paneling, floor covering, draperies, window shades and appliances, provided, however, the Community Association, its agents and employees may effect emergency or other necessary repairs which the Home Owner has failed to perform and charge the cost of same to the Home Owner(s) involved. Maintenance, repair and replacements of the internal plumbing fixtures and systems, heating and air conditioning systems, windows, doors, leaders, gutters, shutters, garage doors, storm doors, awnings, electrical systems and receptacles, breaker boxes, kitchen appliances and equipment and light fixtures within the Home and lighting fixtures attached to the exterior of Buildings shall be at the Home Owner's sole cost and expense unless covered by the Community Association's insurance coverage. Roof repairs will be paid for by the Community Association on an "as needed" basis.

Section 3. Responsibility of the Resident - Lawns

It shall be the responsibility of the Home Owner to care, maintain, repair and refurbish the lawn adjacent to the residence, including its gardens, trees, shrubbery, fences and retaining walls.

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Failure to conform to a standard of care set by a special committee of residents appointed by the Board of Trustees shall result in notice, hearing in accordance with Alternate Dispute Resolution Procedure and decision remedy.

Failure by the Home Owner to abide therewith may result in the work being performed at the direction of the Board of Trustees at the cost of the resident, which would then become a lien upon the premises. The standard of care shall be determined at the sole discretion of the committee appointed by the Board of Trustees.

Section 4. Ground Maintenance Responsibility of Owner

The Community Association does not assume any responsibility with respect to the care and maintenance of the exterior grounds or residential properties. The raking of leaves, removal of twig, branches and other debris which gathers on the lawns, walkways, driveways and parking areas is the responsibility of the unit owners. The only responsibility of the Community Association is that of grass cutting and snow removal during the appropriate seasons. The snow removal policy of the Board of Trustees is limited to those situations when it exceeds 3 inches. Even then, snow removal is based upon a cooperated effort between Manchester Township, Independent Contractors and personnel of the Community Association. Emergency service by way of early snow removal is based upon medical need and needs to be previously requested and agreed upon.

Section 5. Limited Use of Decorative Stone

To maintain the country and park like setting of the community, lawn areas surrounding house units must remain grass areas. It is prohibited for lawns to be replaced by crushed stone, decorative stones, bricks or any other ground covering. The limited use of stone or other mulch covering is only allowed in approved planting beds set forth in the planting guide.

ARTICLE VII - Assessments

Section 1. Creation of the Lien

Every Owner by acceptance of a deed or other conveyance for a Home, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Community Association such sums, by way of annual or special assessments or charges as hereinafter more particularly described. Each such assessment, together with such interest thereon and cost of collection thereof (including reasonable attorney's fees) shall be a continuing lien upon the Home against which each such assessment is made and shall also be the personal obligation of the Owner of such Home at the time when the assessment falls due. Further, the Township of Manchester shall have a continuing lien against each such Home for its pro rata share of all real estate taxes due and payable to the Township of Manchester by the Community Association for real estate taxes assessed against the Common Property, Carriage Sheds and Finger Streets. Such lien shall be apportioned equally among all Homes and shall be

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enforceable by the Township of Manchester to the manner provided by law with respect to the real estate taxes assessed directly against each such Home. No Owner may waive or otherwise avoid liability for the aforesaid assessments by non-use of the Common Property.

Section 2. Purpose of Assessments

The annual assessments levied by the Community Association shall be used exclusively for promoting the health, safety, pleasure and welfare of the Home Owners and for the costs and expenses incidental to the operation of the Community Association, including the maintenance and repair of the exterior of the aforesaid Homes except as hereinafter stated, lawn mowing for all portions of Crestwood Village Six requiring same, the maintenance of services furnished by the Community Association, the maintenance, repair and/or replacement of improvements on the Common Property, payment of all taxes and insurance premium required to be paid by the Community Association, and all costs and expenses incidental to the operation and administration of the Community Association and its facilities and services. The Community Association shall not be responsible for the painting, maintenance, repair or replacement of exterior doors, shutters, windows, aluminum siding, gutters and down spouts, except when they have been damaged by wind, water, settling, fire or other forces of nature for which the Community Association has obtained insurance coverage. The Community Association at its discretion may assume the responsibility for painting of exterior doors. The Community Association shall assume responsibility with respect to the following services and functions involving the crawl space of the Homes: vent screen replacement; termite inspection and treatment; notification of excessive moisture found upon termite inspection (no responsibility is assumed with respect to the cause or remedy of any such moisture); emergency thawing of frozen pipes (no repair if broken); removal of rodents, squirrels, etc.; outside hose bib (spigot will be replaced if properly turned off and hose disconnected from faucet); repair or replacement of crawl space entrance cover; and repair or replacement of fallen insulation.

Section 3. Amount of Annual Assessments

It shall be the obligation of the Board of Trustees to fix assessments in an amount sufficient to carry out the purposes set forth in Section 2. Maintenance Fees will be allocated as follows: (i) The assessment against each Home for insurance, roof repair or replacement and all lawn mowing required for the Property shall be equal to that fraction of the total assessment for such purposes in Crestwood Village Six, the numerator of which is the initial sales price of the Home as established by Crestwood Village, Inc., and the denominator of which is the aggregate initial sales price of all Homes within Crestwood Village Six as established by Crestwood Village, Inc. of which a Certificate of Occupancy has been issued by the Township of Manchester as of the date the assessment is established. (ii) All other assessments for all Homes and dwelling units shall be equal to that fraction of the total of same for Crestwood Village Six, the numerator of which is one and the denominator of which is that number of Homes and/or dwelling units or building lots located within Crestwood Village Six. In the event that there should some time occur the distribution of any proceeds from any insurance casualty loss, eminent

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

Section 4. Date of Commencement of Annual Assessments and Due Dates

The annual assessments provided for herein shall commence on the first day of July of each year and shall be due and payable during the fiscal year July 1 through June 30 on such dates as may from time to time be prescribed by the Board of Trustees.

Section 5. Special Assessments

In addition to the annual assessments authorized by Section 3 of this Article, the Community Association may levy, in any assessment year, a special assessment, applicable to that year only or consecutive years as may be proposed, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Property, including the necessary furniture, fixtures, equipment and other personal property related thereto, or for other lawful purpose, provided that any such special assessment shall receive the assent of two-thirds (2/3) of the Members voting in person, by proxy or by absentee ballot at a special meeting called for that purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and which notice shall set forth the purpose of the meeting.

Section 6. Subordination of the Lien to Mortgage

The lien of the assessments provided for herein shall be subordinate to any lien for past due and unpaid taxes and the lien of any First Mortgage now or hereafter placed upon any Home; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of any such Home pursuant to a decree of foreclosure, or any proceeding in lieu of foreclosure, so long as the foreclosure proceeding is commenced within 120 days after becoming delinquent. Such sale, transfer or delay in instituting a foreclosure action after 120 days of delinquency shall not relieve any such Home from liability for any assessment thereafter becoming due, nor from the lien of any such subsequent assessment.

If a holder of a First Mortgage or other purchaser of a Home obtains title to such Home as a result of foreclosure of such Mortgage (or by a deed of conveyance in lieu thereof), such acquirer of title, his successors and assigns shall not be liable for the assessments by the Community Association pertaining to such Home or chargeable to the former Owner thereof which became due prior to acquisition of title as a result of the foreclosure, so long as the foreclosure proceeding was commenced within 120 days after becoming delinquent as set forth above. Such unpaid assessments shall be collectible from all of the remaining Home Owners including such acquirer, his successors and assigns.

Liens for unpaid assessments may be foreclosed by suit brought in the name of the Community Association in the same manner as a foreclosure of a mortgage on real

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property. Suit to recover a money judgment for unpaid assessments may be maintained without waiving the lien securing same.

Section 7. List of Assessments, Notice of Assessment, Certificate as to Payment

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

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

If an annual assessment is not made due to the non-approval of a new budget, an assessment shall be presumed to have been made in the amount of the last prior year's assessment, and any installments on such assessment shall be due upon each installment payment date until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board, provided, that nothing herein shall serve to prohibit or prevent the Board from imposing a lump sum assessment in the case of any immediate need or emergency.

Section 8. Acceleration of Assessment Installments and Other Remedies of the Community Association

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

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shall consider the risk of nonpayment and the status of the property with respect to sale, etc.

Section 9. Interest and Counsel Fees

The Board, at its option, shall have the right in connection with the collection of this, or any other charge, to impose an interest charge at the legal maximum if such payment is made after the date stated in such notice. In the event that the Board shall effectuate collection of said charges by resort to counsel, the Board may add to the aforesaid charge or charges a sum or sums of twenty (20%) percent of the gross amount due as counsel fees, in addition to such costs allowable by law.

Section 10. Preparation and Presentation of Budget

The Board of Trustees shall prepare and present to the Membership of the Community Association a budget for the forthcoming fiscal year which commences on July 1. Notification thereof shall be made to the Membership by May 15 and a Special Meeting set for its presentation by June 1 of each fiscal year. The budget as prepared by the Board of Trustees shall become effective as of the 1st of July unless it is disapproved by two-thirds (2/3) of the Membership of the Community Association at the June meeting. Any such motion to disapprove the proposed budget must be made from the floor. There is no need for a formal approval. In the event of any such non-approval, the Board of Trustees shall prepare a revised budget for presentation to the Membership by June 15 and notification of its terms shall be made as soon as reasonably possible. As set forth above, it shall become effective at the rescheduled meeting unless disapproved by a two-thirds (2/3) vote of the Membership.

Section 11. Purchaser Responsible for Existing Liens

Every purchaser by acceptance of a deed or other conveyance for a Home whether or not it shall be so expressed in any such deed or other conveyance, shall be jointly and severally responsible for the payment of any annual or special assessment or charges which are unpaid at the time of purchase or acquisition of ownership as set forth above. Upon request of any such purchaser, the Community Association shall search its records and confirm in writing the status of current liens for unpaid payments.

Section 12 Title Transfer Fee

Each new purchaser of premises located within Crestwood Village Six shall be responsible and pay a Title Transfer Fee of \$250.00 to the Community Association for services rendered which shall include the following: (a) Report as to property changes made after construction by the developer for which the homeowner is responsible for repair and maintenance; (b) Existence of unpaid annual assessment or special assessment(s) and/or other liens upon the property of the homeowner; (c) Current Budget; (d) Study and Funding of Reserves; (e) Explanation of Primary Covenants, By-Laws and Rules and Regulations; (f) Schedule of current events and social activities; (g) Village transportation schedules; (h) Insurance information. This fee shall be paid upon closing. It will be considered a lien upon the premises until paid.

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ARTICLE VIII - Miscellaneous Services Authorized

Section 1. Improvements and Facilities on Common Property

The Community Association shall have the right to make such improvements and provide such facilities on the common property as it considers to be advantageous to the common property and to the Owners.

Section 2. Additional Services to Membership

The Community Association shall have the right (but shall not be required to furnish) such services as the Board of Trustees from time to time, by resolution, may propose, but not until after such proposed additional services are authorized by a vote of two-thirds (2/3) of the members voting in person, by proxy or absentee ballot at a special meeting called for the purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance, which notice shall contain the purpose of the meeting and the proposed additional service to be authorized.

ARTICLE IX - General Provisions

Section 1. Duration

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

Section 2. Enforcement

Enforcement of this Declaration shall be by any appropriate proceeding in law or equity in any court or administration tribunal having jurisdiction, against any person or persons, firm or corporation violating or attempting to violate or circumvent any provision herein contained, either to restrain or enjoin such violation or threatened violation or to recover damages, and against any Home to enforce any lien created by this Declaration, and failure by the Community Association or any Owner to enforce any covenant or restriction herein contained for any period of time, shall in no event be deemed a waiver or estoppel of the right to thereafter enforce the same. In the event that the Community Association should at any time fail to discharge its obligations to maintain any portion of the Property as required by this Declaration, or to enforce the provisions hereof, the Township of Manchester shall have the right to so maintain the Property or to enforce such provisions in the name, place and stead of the Community Association. The

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assumption of such maintenance responsibility shall be in accordance with the procedures set forth in R.S. 40:55D-43(b) standards for the establishment of "open space" organization. This statute authorizes a governing body to maintain open spaces such as Common Property in the event that the organization responsible for same fails to meet its obligation. The cost of same shall be assessed, enforced and collected in accordance with the provisions contained therein. Notwithstanding any limitations as to the applicability of the statute aforesaid to the maintenance of "open space", the provisions of this subparagraph shall apply to all maintenance obligations of the Community Association as set forth in the Declaration or otherwise.

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

Section 4. Amendment

"This Declaration may be amended, modified, altered, repealed or adopted by the affirmative vote of a majority of those members who vote in person, or by proxy, or by absentee ballot. Voting shall take place at any meeting of the Association duly held for such purpose, and previous to which written notice to unit owners of the exact language of the amendment or of the repeal shall be sent at least 30 days in advance of voting. A quorum of 20% of the membership must vote either in person, by proxy, or by absentee ballot in order for the voting process to be valid. One vote per dwelling shall be cast regardless of the number of owners. No amendment may be so effected which would permit (i) any Home Owner to be exempted from the payment of any assessment, (ii) the obligation or proportionate responsibility for the payment of assessments with respect to Homes or Common Property to be change, or (iii) modifying any restrictions or easements in Section 3 or 4 of this article III hereof except as contemplated by section 1 of the Article; and further provided, that in no event may the Common Property be conveyed to any third person, firm or corporation nor may the rights of the Township of Manchester be modified in any manner; without the express consent, by ordinance, of the governing body of the Township of Manchester".

Section 4. was replaced and revised per Court Order on 11/19/14 and recorded in the Ocean County Clerk's Office on December 18, 2014. Book 15965, page 1583 and Book 15965, page 1587.

Article X Tort Immunity

The Community Association shall not be liable in any civil action brought by or on behalf of another member, a member's spouse, or any resident of a residential unit to damages as a result of bodily injury occurring on the premises of the Community Association which would include its administration building, maintenance building, club house, recreational facilities, roads, walkways, pavements, driveways, parking areas, common areas, as well as the grounds of the member's individual residential units. Nothing, however, in this limitation of responsibility shall be deemed to grant immunity to any member, spouse or resident from, the willful, wanton or grossly negligent act of commission or omission by the Community Association. Authority for Tort Immunity is

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New Jersey Public Law 1989, Chapter 9, Sec. 1, effective June 30, 1989; also known as N.J.S.A. 2A:62A-11 et. sec.

EXHIBITS "A1 – A6"

Six Master Deeds for single and multiple home sites located in Sections 60 through 65, with supplements representing various corrections and related easements, are attached hereto as "Exhibits A1 – A6". For purpose of brevity, those Exhibits are attached only to the original Covenants which may be examined at the Administration Office of Community Association at 6 Congasia Road, Whiting, New Jersey 08759.

EXHIBITS "B1 – B6"

Six Master Maps of Sections 60 through 65, with amendments, are attached hereto as "Exhibits B1 – B6". For purpose of brevity, those Exhibits are attached only to the original Covenants which may be examined at the Administration Office of Community Association at 6 Congasia Road, Whiting, New Jersey 08759.

EXHIBIT "C"

Set forth below is the assignment of automobile storage rights in separate covered parking facilities known as Carriage Sheds located in the community to various members in their respective Deeds from the Developer. The particular portion of a Carriage Shed to be used by a member shall remain as assumed by the original owner of the residences and can only be changed by written agreement among them.

Carriage Shed Location

Residences

Alpine 8
1 garage/3 spaces

Alpine 8 A B & C

Alpine 9, 11 & 13
2 garages/9 spaces

Alpine 9 A B & C
11 A & B
13 A B C & D

Alpine 12 & 14
1 garage/5 spaces

Alpine 12 A & B
14 A B & C

Alpine 16
1 garage/3 spaces

Alpine 16 A B & C

Amesbury 11
1 garage/5 spaces

Amesbury 11 A B C D & E

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Amesbury 21 & 23
1 garage/6 spaces

Amesbury 21 A & B
23 A B C & D

Amherst 11
1 garage/3 spaces

Amherst 11 A B & C

Ardsley 4
1 garage/4 lots

Ardsley 4 A B C & D

Ardsley 15
1 garage/4 spaces

Ardsley 15 A B C & D

Ashley 16, 18, 20
2 garages/12 spaces

Ashley 16 A B C & D
18 A B C & D
20 A B C & D

Ashley 34
1 garage/4 spaces

Ashley 34 A B C & D

Berkley 3 & 5
1 garage/4 spaces

Berkley 3 A & B
5 A & B

Hawthorne 1 and Mill Road 13
1 garage/5 spaces
(shared)

Hawthorne 1 A B & C
Mill Road 13 A & B

Mill Road 7 & 9
1 garage/4 spaces

Mill Road 7 A & B
9 A & B

Mill Road 28 & 30
1 garage/6 spaces

Mill Road 28 A B & C
30 A B & C

Mill Road 32 & 34
1 garage/5 spaces

Mill Road 32 A B & C
34 A & B

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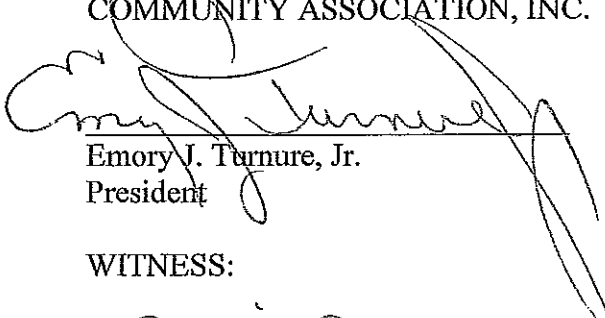
CRESTWOOD VILLAGE SIX COMMUNITY ASSOCIATION

Declaration of Covenants and Restrictions

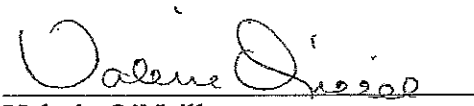
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CRESTWOOD VILLAGE SIX
COMMUNITY ASSOCIATION, INC.

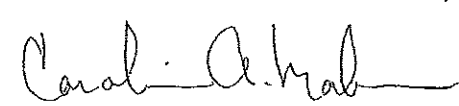

Emory J. Turnure, Jr.
President

WITNESS:


Valerie O'Neill
Village Administrator

STATE OF NEW JERSEY :
:
COUNTY OF OCEAN :

I CERTIFY THAT on this 4th day of January, 2008, before me,
the subscriber personally appeared, Emory J. Turnure, Jr., who, I am
satisfied is the person named in and who executed the within instrument,
and thereupon acknowledged that they signed, sealed and delivered the
within instrument as their act in deed, for the purpose therein expressed.


CAROLINE A. MABEE
Notary Public
State of New Jersey

CAROLINE A. MABEE
NOTARY PUBLIC
STATE OF NEW JERSEY
COMMISSION EXPIRES 08/13/2012