



County Search Services

Phone: 800.432.8384 Option 7

Fax: 877.289.7724

www.charlesjones.com

JEFF RICKENBACH

Reference: NS-213-10519
Account Number: 631774185
Product Type: DOCUMENT COPY SEARCH

Please See Attached Findings

Date:	06/24/2025
Search #:	9554750
Search Fee:	\$30.00
Copy Fee:	\$0.00
Misc Fee:	\$0.00
Tax:	\$0.00
Total:	\$30.00



County Search

Search Type: **DOCUMENT COPY SEARCH**

of Pages : 1

Charles Jones LLC • P.O. Box 8488, Trenton, NJ 08650-0488

Phone: 800 432-8384 Option 7 • Fax 877-289-7724

Search #: **9554750**

Due to Charles Jones LLC: **06/23/2025**

Copy Preference: **FIRST PAGE, LEGAL, SIGNATURE COPIES**

County of: **ATLANTIC**

Municipality:

TASS Information -- N	Client/Supplemental Property Information
Street Address: None Found	Street Address:
Block: Lot: Qualifier:	Block: Lot: Qualifier:
Additional Lots :	Additional Lots:
Assessed Owner:	Provided Owner:
Deed Book/Page:	

Owner/Seller

Buyer

Prior Orders: None Found

System Back Title Information: None Found

Back Title

Prior Search Date: Prior Search Number:

Prior Deed:

Book No:	DB 3639	Page No:	289
Book No:	DB 3620	Page No:	1
Book No:	DB 3670	Page No:	1
Book No:	DB 3644	Page No:	318

*These are all?
are online
it's where
I got em ✓*

Special Instructions: **DESKTOP CLIENT** I AM DOING A SEARCH ON DTS AND THE FOLLOWING COPIES ARE NOT ONLINE DB 3670-1 DB 3644-318 DB 3639-289 DB 3620-1 WILL NEED A COPY OF THESE FROM ATLANTIC COUNTY. NS-213-10519 ATLANTIC COPY REQUESTS

RIGHT-OF-WAY GRANT (CORPORATE)

R/W #33-81-274

N-49 12/69

In consideration of One Dollar (\$1.00) and other valuable consideration paid by NEW JERSEY BELL TELEPHONE COMPANY, a corporation of the State of New Jersey, receipt whereof is hereby acknowledged, I the undersigned do hereby grant and convey unto said NEW JERSEY BELL TELEPHONE COMPANY, its associates and allied companies, their successors and assigns, and _____ a corporation of the State of New Jersey its successors and assigns an easement in perpetuity in, on, over, under and through our premises known and described as Block 1028.01, Lot 1

in the Township of Hamilton County of Atlantic and State of New Jersey, with the right to enter in and upon the same to construct, maintain, renew, repair and remove a line or lines of aerial and underground plant, equipment and appurtenant facilities, as said companies may deem necessary and proper for the operation of a communication system or systems, and the transmission and distribution of electricity the course of said line to run as more particularly hereinafter described or outlined on the map attached hereto and made a part hereof: Aforementioned map being identified as Plan of New Jersey Bell Easement, Oakcrest Section I - Hamilton Township, Atlantic County, New Jersey, dated October 19, 1981 and associated metes and bounds description.

Rec'd 1-19-82
Re Rec'd
BOOK 3659 PAGE 327
Lori Mooney, Clerk

Grantor(s) agree(s) to permit Grantee(s), entry onto the within right-of-way without notice, for exercising all easement rights herein granted.

It is agreed that said plant, equipment and facilities shall be kept in proper condition and that said companies shall further have the right to install service wires across lots, with poles and guys for the support thereof where needed; and the right to trim and keep trimmed, or cut and remove such tree or tree branches as may be required to maintain service at all times; the work shall be done with care and the sidewalks, streets and premises disturbed shall be restored to their proper condition by and at the expense of the companies.

The grantor covenants that he will warrant generally the rights above granted, will execute such further assurance of the same as may be required, and that the grantees shall have the quiet possession thereof free from all encumbrances.



In Witness Whereof, the grantors have hereunto caused these presents to be duly signed and sealed this 30th day of October, 1981.

SECRETARY

Thomas A. Crane
Thomas A. Crane

PRESIDENT

STATE OF NEW JERSEY
COUNTY OF ATLANTIC SS:

BE IT REMEMBERED, That on this 30th day of October, 1981, before me, a Notary Public of New Jersey, personally appeared Thomas A. Crane President of Oakcrest Developers, Inc. 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 did acknowledge that he signed, sealed and delivered the same as such officer aforesaid; and that the within instrument is the voluntary act and deed of such corporation, made by virtue of authority from its Board of Directors.

Donna P. Pagan
NOTARY PUBLIC
MY COMMISSION EXPIRES JULY 8, 1988

STATE OF NEW JERSEY
COUNTY OF ATLANTIC SS:

BE IT REMEMBERED, That on this 30th day of October, Nineteen Hundred and 81, before me the subscriber, personally appeared Thomas A. Crane, who being by me duly sworn on his oath, says that he is the President of Oakcrest Developers, Inc., the corporation named in the foregoing instrument; that he well knows the corporate seal of said corporation; that the seal affixed in said instrument is the corporate seal of said corporation; that the said seal was so affixed and the said instrument signed and delivered by Thomas A. Crane who was at the date thereof the President of said corporation, in the presence of this deponent, and said President, at the same time acknowledged that he signed, sealed and delivered the same as his voluntary act and deed, and as the voluntary act and deed of said corporation, by virtue of authority from its Board of Directors, and that deponent, at the same time, subscribed his name to said instrument as an attesting witness to the execution thereof.

Subscribed and subscribed to before me this 30 day of Oct., 1981

NOTARY PUBLIC
MY COMMISSION EXPIRES

MAP #3292

DEED DATED 10-30-81

RECORDED 10-30-81

BOOK 3639 PAGE 2894
RIGHT OF WAY #9031

10-30-81

R103081

ROBERT BADGER
LAND SURVEYOR
PLANNER

608 LAZY LANE
ABSECON, N.J. 08201
609-646-6126

MAPPING
SUBDIVISIONS

PLEASE REPLY TO: P.O. BOX 531
ABSECON, N.J. 08201

October 19, 1981

Re: METES AND BOUNDS DESCRIPTION
PROPOSED EASEMENT
BLOCK 1028.01, P/O Lot 1
HAMILTON TOWNSHIP, ATLANTIC COUNTY

BEGINNING at a point of curve in the Northerly line of Oak Crest Drive (50 feet wide), as shown on the Plan titled "Final Plan Oak Crest Section 1, Block 1028. Lot 3, Hamilton Township, Atlantic County, New Jersey", File No. 1792, said point being at right angle distances 440 feet Northwestwardly from the Northerly line of Cologne Avenue (80 feet wide), and 514.74 feet Southwestwardly from the point of intersection of the centerline of Oak Crest Drive and the Northerly line of Cologne Avenue, and extending thence

1. Southwestwardly in and along the arc of a circle curving to the right having a radius of 350 feet and being the Northerly line of Oak Crest Drive 20.01 feet; thence
2. North 48 degrees, 01 minutes, 57 seconds West, 19.43 feet; thence
3. North 41 degrees, 58 minutes, 03 seconds East, 20 feet; thence
4. South 48 degrees, 01 minutes, 57 seconds East, 20 feet to the point and place of beginning in the Northerly line of Oak Crest Drive.

The above described tract being part of Lot 1, in Block 1028.01, Hamilton Township, Atlantic County, New Jersey, and containing 401.9 square feet.

Acc. 1

ATLANTIC COUNTY
CLERK'S OFFICE
OCT 30 PM 12 10

RECEIVED

OCT 30 1961

ATLANTIC CITY ENGINEERING

GA-2857

OCT- H 2492

ETA-4239

#-607

CV 44232

185X

19031

B/R No.

33-81-276

130

Line:

Country

RIGHT OF WAY

Delmond Duckworth,
Chas.

Chris

10

New Jersey Bell Telephone Company

Dated: _____, 19____.

Received in the Clerks Office
of the County of Atlantic

of the County of Alameda

New Jersey. on the 30th

day of Oct. A.D. 19 81

at 12:10 o'clock in the PM hour

and recorded in Book 3639 of Deeds

For said County on page 2893

FOR EACH COUNTY ON PAGE _____
 JOSE W. CANNON - CLERK
 PREPARED BY: H. H. CHICO

Prepared by: ~~H. W.~~ Chico

CO

Return to

D. PITTLE

ENCLOSURE DEPT

3209 FLIPSTREET AVE
ALBANY - CT - 05211 - ASBEN

ATHLETIC CITY, ILL. 024

1000

ROAD EASEMENT FORM

BOOK 3620 PAGE 1

THIS INDENTURE made this 29th day of June, 19 81
(day) (month) (year)
BETWEEN Oak Crest Developers Inc., a corporation of the State
(Grantor or Corporation) (Marital Status or if
Corporation write "a Corporation of the State of New Jersey")
hereinafter known as the grantor, and residing at
Lumberton Road, Lumberton, N.J., and
(street address) (municipality) (state)
County of Atlantic, a municipal corporation of the State of New Jersey,
with principal offices at the Guarantee Trust Building, Atlantic
City, 08401, hereinafter known as the grantee,
WITNESSETH THAT, it is in the interest of the general public
and the welfare of the County of Atlantic that the lands hereinafter
described shall at all times remain forever an easement or right-of-
way for the purpose of construction, improvement, operation and
maintenance of a public road, upon and across land;
NOW THEREFORE, in consideration of the benefits accruing to
grantor and to the public and one dollar (\$1.00), the grantor does
hereby dedicate to public use the following land, situate, lying and
being in Hamilton Township, County of Atlantic and
(municipality)
State of New Jersey, and being bound and described as follows:
BEING a portion of and in accordance with a survey made
by Robert W. Lord, dated February 18, 1981
(name of surveyor) (date of survey)
BEING the same property conveyed to the sellers by
Deed of Claire, Daniel & Vernan Redmond dated June 22, 1981
(name of grantor or corp.) (date of deed)
and recorded in the Office of the Register of Atlantic County on
July, 1981, in Deed Book _____
(date of recording) (number of deed book)
at page _____ et seq.

METES AND BOUNDS DESCRIPTION

See Attached

8-21-81

June 24, 1981

Ramsfield
Job No. 7230

Description of 20 Foot Wide Easement

BEGINNING at a concrete monument the northwesterly line of Cologne Road (50 Feet Wide), corner to lands now or formerly of John Quinn and runs:

- (1) Along the northwesterly line of said Cologne Road, South 41 degrees 58 minutes 03 seconds West, 1452.46 feet to a concrete monument corner to lands now or formerly of Calt Inc., thence;
- (2) Along said Calt Inc., South 86 degrees 01 minutes 47 seconds West, 28.76 feet to a point in same, and in the proposed widened northwesterly line of Cologne Avenue, thence;
- (3) Along proposed widened line of said Road, North 41 degrees 58 minutes 03 seconds East, 1467.13 feet to a point in same and in line of lands now or formerly of John Quinn, thence;
- (4) Along said Quinn, South 64 degrees 42 minutes 12 seconds East, 20.88 feet to the Place of Beginning.

Containing within said bounds 0.6702 Acres.

ACKNOWLEDGMENT, CORPORATION

STATE OF NEW JERSEY :
 : ss.:
 COUNTY OF ATLANTIC :

BE IT REMEMBERED, that on this 29 day of June (month)
 19 81, before me the subscriber, Margaret A. Ritten (name of notary public)
 personally appeared Thomas Crane (grantor/s)
 who being by me duly sworn on His oath, doth de-
 pose and make proof to my satisfaction that He
 the President (title of person), of the Oak Crest Developers (corporate name)
 the corporation named in this instrument; that Thomas Crane (name of person)
 who is the President of said corporation; that
 (corporate title of person)
 the execution, as well as the making of this instrument, has
 been duly authorized by a proper resolution of the board of
 directors of the said corporation, that deponent well knows
 the corporate seal of said corporation; and the seal affixed
 to said instrument is such corporate seal and was thereto
 affixed, and said instrument signed and delivered by said
Thomas Crane as and for His
 (corporate title of person) (gender/tense)
 voluntary act and deed and as and for the voluntary act
 and deed of said corporation, in presence of deponent, who
 thereupon subscribed His name thereto as witness,
 (gender)
 as such consideration defined in P.L. 1968 C. 49 Sec. 1(c).
 is \$1.00 (one dollar).

Sworn to and subscribed before me,
 at Mt. Holly-Lumberton Road, Lumberton, NJ
 (address)
 the date aforesaid.

(signature and seal of corporation) Thomas Crane

(signature and seal of notary public)
Margaret A. Ritten
 NOTARY PUBLIC OF NEW JERSEY
 My Commission Expires Aug 14 1985

Deed Prepared by

(name of deed preparer)

451 Hollow Rd Phoenixville Pa 19380
 (address of deed preparer)

BEING KNOWN AS a portion of lot 2, Block 1028 on Sheet 142 on the tax map of Hamilton Twp., subject to existing easements and rights of record.

IN WITNESS WHEREOF, the grantor has hereunto set hand and seal the day and year above written OR GRANTOR HAS CAUSED its corporate seal to be hereto affixed and attested by its proper corporate officer this 1st day of July, 19 81.

(month)

(Year)

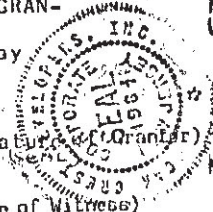
J. Thomas Crane
(name typed or printed)

(Signature of Grantor)

ATTEST:

Margaret A. Ritterson
(name typed or printed)

(Signature of Witness)



1981 AUG 21 PM 3:50
ATLANTIC COUNTY
CLERK'S OFFICE

BOOK 3620 PAGE 5

EA-2857
(PCT) H-2492

ETA-4239

CN 44232
H-607

ST 7038

nc 4284

Easement
Oak Crest
Developers Inc.

County of Atlantic

Received Aug. 21 19 81
3:50 P.M. and recorded in the
Clerk's Office of Atlantic County, at
Troy Landing, N.J. in Book
of Deeds

No. 3620 Page 18c

Lori Murray
CLERK

Att. C. Dept. of Law

210923



(512)

DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR OAK CREST ESTATES

THIS DECLARATION, made this first day of October, 1981 by OAK CREST DEVELOPERS, INC., a New Jersey corporation with offices located at Black Horse Pike and Cologne Avenue, Mays Landing, New Jersey 08330 hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain lands and premises situate, lying and being in the Township of Hamilton, County of Atlantic and State of New Jersey, which is more particularly described as applicable phase and incorporated herein by reference (hereinafter referred to as the "Property"); and

WHEREAS, Declarant is subdividing, developing and offering for sale the Property as herein more fully described in the said Township of Hamilton, County of Atlantic and State of New Jersey as a planned residential community to be known as OAK CREST ESTATES ("Oak Crest"); and

WHEREAS, in order to make feasible the ownership and sale of the Property and to preserve the character of the Oak Crest community and to make possible the fulfillment of the purpose of cooperative living intended, Declarant, its successors and assigns and the owners or occupants from time to time of the Property or any part thereof;

NOW, THEREFORE, Declarant does hereby submit the Property herein described and each and every part thereof to the restrictions governing the ownership, use and occupancy thereof hereinafter set forth and declares that all of the Property described herein shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property herein described and be binding on all parties having any right, title or interest in the described Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I DEFINITIONS

Section 1. "Association" shall mean and refer to Oak Crest Association, a not-for-profit membership corporation of the State of New Jersey, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee title to any lot which is a part of the Property, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Property" shall mean and refer to that certain real property hereinabove and on Exhibit A described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association as hereinafter more specifically provided.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot of the Property by Declarant is described on Exhibit B annexed hereto and incorporated herein by reference.

Section 5. "Unit" shall mean a section of a multidwelling building situated on its own lot and designed for use and occupancy as a one-family residence by a group of persons living together as a single housekeeping unit and containing one kitchen.

Section 6. "Party Wall" shall mean any wall built originally as part of a building upon the Property and placed in a dividing line or plane between two lots and two Units.

Section 7. "Lot" shall mean and refer to any plot of land shown upon a

DOC TYPE

Amendment to By-Laws *Record on 11-3-89* *Amended Declaration etc*

INST #2004111178 DATE 11-15-84

BOOK 4994 PAGE 225

Lori Mooney, Clerk

Michael Garone
ATLANTIC COUNTY CLERK

Rec'd 2-22-96

Amendment to By-Laws
DEED BOOK 5930 PAGE 224

LORI MOONEY, COUNTY CLERK

Rec'd 8-18-94
DEED BOOK 5930 PAGE 230

LORI MOONEY, COUNTY CLERK

Rec'd 8-19-93
DEED BOOK 5544 PAGE 159

LORI MOONEY, COUNTY CLERK

subdivision map of the Property entitled "Oak Crest Estates" and recorded in the Atlantic County Clerk's Office as Map # _____ with the exception of the Common Area.

Section 8. "Declarant" shall mean and refer to Oak Crest Developers, INC., a New Jersey Corp. and its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 9. "Federal Agencies" shall mean Federal Housing Administration, Veterans Administration, Federal Home Loan Mortgage Corporation, Federal National Mortgage Association or other similar entities involved in mortgage financing of the purchase of residential dwellings.

ARTICLE II PROPERTY RIGHTS AND RESTRICTIONS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) the right of the Association to adopt reasonable rules and regulations pertaining to the occupancy, use and enjoyment of the Common area and any recreation facilities erected or situate thereon;
- (b) the obligation of each Owner to pay the monthly assessment against his Lot as fixed and determined by the Board of Trustees of the Association as being necessary to provide the full maintenance and repair of the Common Area and recreation facilities situated thereon;
- (c) the rights of the Association to suspend the voting rights and right to use of the recreation facilities by an Owner for any period during which any assessment against his Lot remains unpaid and for a period not to exceed 60 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 Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by 67% of each class of members has been recorded and approved by any Federal Agency requiring such approval;
- (e) all area designated as Common Area or open space shall remain open and used for recreation consistent with plans as finally approved by Township of Hamilton; and
- (f) the right of the Association to charge a penalty assessment for rule infractions as provided for in the By-laws of the Association.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the certificate of incorporation of the Association, its By-laws and this Declaration, his right of enjoyment of the Common Area and recreation facilities to the members of his family, his tenants, or contract purchasers who reside in that Owner's Unit.

Section 3. Parking Rights. Ownership of each Lot shall entitle the Owner or Owners thereof to the use of not more than two automobile parking spaces, which shall be as near and convenient to said Lot as reasonably possible, together with the right of ingress and egress in and upon the parking area of which said spaces are a part. No parking spaces shall be permanently assigned except by the Board of Trustees of the Association by written authorization and in accordance with rules and regulations governing such assignments.

Section 4. Grant of Cross Rights, Easements, Restrictions and Covenants. Each Unit shall be, and it hereby is, made subject to the following rights, easements, restrictions and covenants in favor of each adjoining Unit:

- (a) An easement within the Party Walls for the installation, maintenance, use, repair, removal and replacement of any lighting fixtures, electrical receptacles, and like fixtures which are located in any portion of any party wall

provided, that any such installation, maintenance, use, repair, removal or replacement of any such fixture shall not unreasonably interfere with the Unit burdened hereunder, or with the use thereof, or impair or structurally weaken any load-bearing walls.

(b) Any easements within the Party Walls for driving and removing nails, screws, bolts, staples and other similar fastenings from the surface of a Party Wall into the common portion of such Party Wall; provided that such action will not unreasonably interfere with the adjoining Unit or the use thereof, or impair or structurally weaken any load-bearing walls.

(c) To the extent that any Unit or other structure erected or to be erected on any of the Property shall have a wall or fence in common with another such Unit or structure, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply to each party wall or party fence which is built as part of the original construction of the said Units or structures upon any portions of the Property, and in particular the following covenants shall govern and control the users or owners in common of such Party Walls or fences:

(i) In the event that any portion of the Party Wall or fence encroaches upon any lot or parcel of said premises, a valid easement for the encroachment and for the maintenance of the same so long as it stands, shall and does exist and no owner or user thereof shall maintain any action for the removal or abatement of said encroachment. In the event that any one or more of the multi-unit buildings containing such Party Walls or fences is partially or totally destroyed and is then rebuilt in substantially the same location as originally constructed, and as a result of such rebuilding any portion of the Party Wall or fence encroaches upon any portion of said lands and premises, a valid easement for such encroachment and for the maintenance thereof so long as it stands, shall and does exist.

(ii) The cost of reasonable repair and maintenance of a Party Wall or fence shall be shared equally by the owners or users of said Party Wall or fence.

(iii) If a Party Wall or fence is destroyed or damaged by fire or other casualty, any owner or user who has used the wall or fence may restore it, and if the other owners or users thereafter make use of the wall or fence, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such owner or users to call for a larger contribution from the others under any rules of law regarding liability for negligent or willful acts or omissions to act.

(iv) Any owner or user who by his negligent or willful act or by such acts of his agents, servants, employees or licensees, causes the Party Wall or fence to be exposed to the elements or otherwise damaged, shall bear the whole cost of furnishing the necessary protection against such elements.

(v) Each owner or user may use said Party Wall or fence in common with all other owners and users thereof in accordance with the purpose for which said Party Wall or fence is intended, without hindering or encroaching upon the lawful rights of the owners or users thereof. None of such owners or users shall make any such use of said Party Wall or fence or do any act affecting the same, as will interfere with the use and enjoyment thereof by the other owners or users.

(vi) Any wall which is common to any lot line of two or more lots and which serves as an integral structural portion of a Unit or other building as an enclosure of two or more such Units or structures shall be deemed a Party Wall and subject to the restrictions hereinabove set forth and shall be considered to be owned by adjoining owners as tenants in common, without right of partition and the interest of each owner therein shall be deemed conclusively to pass with the transfer of title to the said lot notwithstanding any reservation or attempted reservation for the owner's interest in said Party Wall or the failure of the instrument of conveyance to specifically include such interest.

(d) Each owner shall maintain all portions of his Unit in such condition as to ensure structural support of the adjoining Units, and no Owner shall so fail to maintain or repair his unit, whether after damage by fire or otherwise, as to materially impair the value of any other Unit.

(e) Easements and rights-of-way for the installation, maintenance, operation, renewal and repair of water, sewer, telephone, electric and gas utilities, television antenna and transmission cable, storm drainage facilities and sidewalks for the general public are hereby reserved. These easements and rights-of-way shall include the portion of each lot closest to common parking area and extending to a depth of ten (10) feet. Owners of the lots shall be responsible for repairing removing snow from, and keeping unobstructed, said sidewalks;

The easement or right-of-way areas of affected Lots shall be maintained by the Owner of the Lot except for the improvements for which a public authority or a utility company is responsible. An easement for underground television antenna and transmission cable is reserved in and across all Lots of the Property.

(f) A valid easement does and shall continue to exist generally throughout the Property for the purpose of installation, maintenance, repair and replacement of all sewer, water, power, television antenna and transmission cable and telephone pipes, lines, mains, conduits, wires, poles, transformers and any and all other equipment or machinery necessary or incidental to the proper functioning of any utility or drainage system, and each owner agrees by the acceptance of the deed of his Lot to execute such specific grants, easements and/or rights-of-way as shall from time to time be necessary or required by any such utility company or person or corporation responsible for the installation of said drainage system.

(g) A valid easement does and shall continue to exist generally throughout the Property in favor and for the benefit of Declarant and the Association for the purposes of operating, repairing, maintaining and managing said Property, including, but not by way of limitation, the unrestricted right of ingress, egress and access in, over and under said Property and all Lots which are a part thereof, and each Owner agrees by the acceptance of the deed of his Lot to execute such specific grants, easements and/or rights-of-way as shall from time to time be necessary or required by either Declarant or Association.

(h) The covenants, agreements, easements and restrictions contained in this Section 4 shall, from time to time, be enforceable by any Owner or mortgagee, including Declarant so long as it remains an Owner of any benefitted Lot.

(i) In the event any reasonable portion of any unit encroaches upon the common areas as a result of construction, reconstruction, repair, shifting, settlement or movement, a valid easement shall exist so long as the encroachment exists.

Section 5. General Restrictions on Use and Occupancy.

(a) No Lot or Unit shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than a single-family attached dwelling.

(b) No noxious or offensive activity shall be carried on upon any Lot or in any Unit nor shall anything be done thereon which may be or may become an annoyance or nuisance to the other Owners or occupants of Units in Oak Crest.

(c) No structure of a temporary character, trailer, tent, shack, garage, barn, storage shed, whether manufactured or constructed, or other outbuilding shall be built or used on any Lot at any time as a residence, either temporary or permanently.

(d) No sign of any kind shall be displayed to the public view on any Lot except a "For Sale" or other sign provided and erected by Declarant.

(e) No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot or in any Unit except that one dog and/or one cat, or two dogs or two cats, or other usual household pets not to exceed two in the aggregate, may be kept provided they are not kept, bred or maintained for any commercial purpose.

(f) No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

(g) No individual water supply system or sewerage disposal system shall be permitted on any Lot and each Unit on every Lot shall be connected to the public water supply and community sewerage disposal system provided in Oak Crest.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

Section 1. Association Membership. Every Owner or co-owner of a Lot shall automatically upon becoming such Owner or co-owner thereof, be a member of the Association, and shall remain a member of the Association until such time as his ownership ceases for any reason, at which time his membership in said Association shall automatically cease. Other than as an incident to a lawful transfer of title to a Lot, membership in the Association shall be non-transferable and any attempted transfer shall be null and void. All Owners or co-Owners of each lot, their tenants, guests, licensees, servants, agents, employees and any other person or persons that shall be permitted to use the facilities of the Association or to lawfully occupy a Unit in Oak Crest shall be subject to the By-laws, Rules and Regulations adopted by the Association to govern the conduct of its members. The initial By-laws of the Association are annexed hereto as Exhibit C (the "By-laws").

Section 2. Classes of Membership. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and each Class A member shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as all of the Owners thereof may determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall automatically cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (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, 1990.

ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments.

(a) The Owner or co-Owners of each Lot, including Declarant, are bound to contribute to the common expenses of administering, maintaining and operating the Association and all of the Common Area and personal property, including any and all recreation facilities owned by the Association, in such reasonable proportions and amounts as shall, from time to time, be fixed by the Board of Trustees of the Association (the "Assessments"). No Owner or co-Owner may exempt himself from contributing toward such expenses by waiver of the use or enjoyment of the Common Area or recreation facilities of the Association or by abandonment of the Lot owned by him. Declarant, for each Lot owned and occupied within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual Assessments and (2) special Assessments for capital improvements, such Assessments to be established and collected as hereinafter provided. The annual and special Assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge against the Lot and shall be a continuing lien upon the Lot against which each such Assessment is made. Each such Assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the Assessments fell due. The personal obligation for delinquent Assessments shall not pass to the delinquent

Owner's successor in title unless expressly assumed by him.

(b) That all Assessments chargeable to any Lot shall constitute a lien against said Lot in favor of the Association, which lien shall be prior to all other liens except (1) assessments, liens and charges for taxes past due and unpaid on the Lot or Unit, (2) a bona fide mortgage lien, if any, to which the Lot is subject, and (3) any other lien recorded prior to recording the claim of lien. Such lien shall be effective from and after the time of recording in the office of the Clerk of Atlantic County of a claim of lien stating the description of the Lot and Unit, the name of the record owner, the amount due and the date when due. Such claim of lien shall include only sums which are due and payable when the claim of lien is recorded and shall be signed and verified by an officer or agent of the Association. Upon full payment of all sums secured by the lien, the party making payment of all sums secured by the lien, the party making payment shall be entitled to a recordable satisfaction of lien. Liens for unpaid Assessments may be foreclosed by suit brought in the name of the Association in the same manner as a foreclosure of a mortgage on real property. The Association shall have the power to bid in the Lot at foreclosure sale and to acquire, hold, lease, mortgage and convey. Suit to recover money judgment for unpaid Assessments may be maintained without waiving the lien securing the same. The title acquired by any purchaser following any such foreclosure sale shall be subject to all of the provisions of this Declaration, the By-laws and the Rules and Regulations of the Association and by so acquiring title to the Lot, said purchaser covenants and agrees to abide and be bound thereby.

(c) Upon any voluntary conveyance of a Lot, the grantor and grantee of such Lot shall be jointly and severally liable for all unpaid Assessments pertaining to such Lot duly made by the Association or accrued up to the date of such conveyance, without prejudice to the right of the grantee to recover from the grantor any amounts paid by the grantee but the grantee shall be exclusively liable for those accruing while he is the Lot Owner. Any Lot Owner or any purchaser of a Lot, prior to completion of a voluntary sale, may require from the Association a statement showing the amount of unpaid Assessments pertaining to such Lot and the Association shall provide such statement within ten (10) days after the request therefor. The holder of a mortgage or other lien on any Lot may request a similar statement with respect to such Lot. Any person, other than the Lot Owner at the time of issuance of any such statement, who relies upon such statement shall be entitled to rely thereon and his liability shall be limited to the amounts set forth in such statement. The Association shall be entitled to charge a reasonable fee for the issuance of any statement of unpaid Assessments hereunder.

(d) If a mortgagee of the first mortgage of record or other purchaser of a Lot acquires title to such Lot as a result of foreclosure of the first mortgage, such acquirer of title, his successors and assigns, shall not be liable for the Assessments by the Association pertaining to such Lot or chargeable to the former Lot Owner which became due prior to acquisition of title as a result of the foreclosure. Such unpaid Assessments shall be deemed to be common expenses collectible from all of the remaining Lot Owners including such acquirer, his successors and assigns.

Section 2. Purpose of Assessments. The Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents of Oak Crest and for the improvement, maintenance and repair of the Common Area, the recreation facilities located thereon and the community sewage system.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Three Hundred and Sixty Dollars (\$360.00) plus each Lot Owner's aliquot share of the expenses of the community sewage system.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual Assessment may be increased each year by a percentage not greater than the percentage represented by a fraction having as its denominator the Consumer Price Index for Urban Wage Earners and Clerical Workers issued and published monthly by the Department of Labor Statistics, in effect in the month of December of the then current calendar year, and having as its numerator the Consumer Price Index as set forth above in effect on December 31, of the immediately preceding year (the "Consumer Price Index"), without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above the Consumer Price Index by a vote of a two thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum which new assessment shall become effective upon thirty (30) days prior written notice to the membership.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including 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.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 & 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting and the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called, subject to the same notice requirement and quorum requirements. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments shall be fixed at an equal rate per Lot for all Lots and may be paid on a monthly basis if so determined by the Board of Directors.

Section 7. Date of Commencement of Annual Assessments. The annual assessments provided for herein shall commence as to any Lot on the first day of the month following the conveyance of that Lot from Declarant. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association.

(a) Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate established from time to time by the Board of Trustees which shall in no event exceed the maximum lawful interest rate then in effect in the State of New Jersey. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or Abandonment of his Lot.

(b) Each Owner, on becoming an Owner of any Lot or Unit, shall be deemed to covenant and agree to the enforcement of all assessments in the manner specified in this Declaration. Each Owner agrees to pay reasonable attorneys' fees and costs incurred in the collection of any assessment against such Owner, whether by suit or otherwise, or in enforcing compliance with or specific performance of the terms and conditions of this Declaration or other governing documents as against such Owner.

(c) Any assessment installment not paid within fifteen (15) days after the due date shall be delinquent. Thereupon, the Association shall provide Notice of such delinquency and may (a) declare the entire balance of such Annual or Special Assessment due and payable in full; (b) charge a late fee in an amount to be set by the Board of Directors; (c) upon written notice to the Owner served personally or by certified mail, return receipt requested, suspend the right of such Owner to vote or to use the recreation facilities until the assessment and accrued charges are paid in full; (d) employ other remedies available at law or equity, or with limitation of the foregoing, by either of the following procedures:

(1) Enforcement by Suit. The Association may commence and maintain a suit at law against any Owner or Owners personally obligated to pay assessments for such delinquent assessments as to which they are personally obligated. Any judgment rendered in any such action shall include the amount of the delinquency, together with interest thereon as established by the Board of Trustees from the date of delinquency, costs of collection, court costs and reasonable attorneys' fees in such amount as the Court may adjudge against the delinquent Owner. Suit to recover a money judgement for unpaid assessments shall be maintainable without foreclosing or waiving the lien hereinafter provided for.

(ii) Enforce by Lien.

(a) There is hereby created a claim of lien, with power of sale, on each and every Lot and Unit to secure payment to the Association of any and all assessments levied against any and all Owners of such lots and Units pursuant to this

Declaration, together with interest thereon as provided for by this Section and all costs of collection which may be paid or incurred by the Association in connection therewith, including reasonable attorney's fees. At any time after the occurrence of any delinquency in the payment of any such assessment, the Association or an authorized representative thereof, may make a written demand for payment to the delinquent Owner. Said demand shall state the date and amount of the delinquency. Each delinquency shall constitute a separate basis for a demand or claim of lien or a lien, but any number of defaults may be included within a single demand or claim of lien or lien, and any demand or claim or lien or lien on account of prior delinquencies shall be deemed to include subsequent delinquencies and amounts due on account thereof. If such delinquency is not paid within ten (10) days after delivery of such demand, the Association, or its duly authorized representative, may thereafter elect to file and record a claim of lien on behalf of the Association against the Lot or Unit of the defaulting Owner in the office of the Clerk of Atlantic County. Such claim of lien shall be executed and acknowledged by any officer of the Association and shall contain substantially the following information:

- (1) The name of the delinquent Owner;
 - (2) The legal description and/or street address of the Lot or Unit against which the claim of lien is made;
 - (3) The total amount claimed to be due and owing for the amount of the delinquency, interest thereon, collection costs, and reasonable attorneys' fees (with any proper offset allowed) as well as the cost of recording and releasing the lien;
 - (4) That the claim of lien is made by the Association pursuant to this Declaration;
 - (5) That a lien is claimed against said Lot or Living Unit in an amount equal to the amount stated, together with all other amounts becoming due from time to time in accordance with this Declaration; and
 - (6) The date of issuance of the claim.
- (b) Upon such recordation of a duly executed original or copy of such a claim of lien, the lien claimed therein shall immediately attach and become effective in favor of the Association as a lien upon the Lot or Unit against which such assessment was levied. Such a lien shall have priority over all liens or claims created subsequent to the recordation of the claim of lien thereof, except for tax liens for real property taxes and assessments on any Lot or Unit in favor of any municipal or other governmental assessing agency, and first mortgagee.
- (c) Any such lien may be foreclosed by appropriate action in Court or in the manner provided by law for foreclosure of mortgages or sale by a judgment creditor or in any other manner permitted by law. The Board of Trustees is hereby authorized to appoint any attorney or any officer or director of the Association for the purpose of conducting such proceeding.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. The sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V ARCHITECTURAL CONTROL

Section 1. No structure shall be erected, placed or altered on any Lot and no alteration shall be made to the exterior of any Unit except by Declarant until the construction plans and specifications and a plan showing the location and nature of the structure or alterations have been approved by the Architectural Control Committee as to quality of materials, harmony of external design with existing structures, as well as the assurance of a homogeneous exterior design or appearance in comparison with other existing neighborhood structures, location with respect to topography and finished grade, elevation and conformity to ordinance requirements of the Township of Hamilton and to desirable aesthetic principles.

Section 2. The following provisions shall govern the Architectural Control Committee:

- (a) There shall be an Architectural Control Committee composed of three members, with one member to be designated by the Board of Trustees of the Association, one member to be designated by the Declarant, and one member to be selected by the other members from membership of the Association. In the event of disagreement in the designation of the said third member, said member shall be designated by a Court of competent jurisdiction or by arbitration.
- (b) The members of said Architectural Control Committee shall serve at the pleasure of their respective appointing authorities and until their successors are nominated and qualified.
- (c) The names and addresses of the individual members of said Architectural Control Committee shall, from time to time and at all times, be filed with the Secretary of the Association.
- (d) A majority of the Architectural Control Committee may designate a representative to act for and on behalf of the Committee.
- (e) The members of the Architectural Control Committee may designate a representative to act for and on behalf of the Committee.
- (f) The Architectural Control Committee is specifically charged to insure the homogenous exterior appearance of individual dwellings and structures on the Lots, to insure the preservation of Common Areas and park areas, the use of those materials and quality of workmanship required to maintain the aesthetic quality of all structures including all exterior additions, alterations, renovations and additions.
- (g) Any Owner desiring to make such exterior additions, alterations, renovations and additions shall submit the plans, specifications and cost estimates thereof to the Architectural Control Committee in writing, and the Committee shall either approve or disapprove thereof in writing within forty-five (45) days after the submission of said plans, specifications and cost estimates, and the Architectural Control Committee shall not unreasonably withhold approval thereof. The failure of the Architectural Control Committee to act upon such application within the said forty-five (45) day period shall be deemed to be approval by the Architectural Control Committee of such plans and specifications unless the Architectural Control Committee within the period of time shall have commenced an action to enjoin the proposed work.
- (h) All of the provisions contained in this Article V and all of the subsections thereof shall not apply to Declarant.

Section 3. Any and all buildings or structures and alterations thereto constructed or erected on any Lot shall be of a quality of workmanship and materials substantially the same or better than those constructed or erected thereon by Declarant, its successors or assign.

ARTICLE VI GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. In order to secure compliance with the within restrictions of the Association and the Rules and Regulations as adopted by the Board of Trustees of the Association, the following powers and procedures are hereby granted to the Board of Trustees as additional powers of enforcement of said restrictions:

(a) The Board of Trustees may take disciplinary action against any member of the Association for breach of any covenant or restriction as provided herein.

(b) Disciplinary action authorized hereunder may consist of any or all of the following:

(1) A fine not to exceed \$100 for each breach of restriction.

(2) Suspension of the right to use any of the recreation facilities owned, operated or managed by the Association for a period not to exceed 60 days for each such breach, except in the case of failure to pay assessments, in which event the suspension may run for the duration of the delinquency.

(c) Prior to any disciplinary action being taken, the member shall be entitled to a hearing before the Board of Trustees against who such action is proposed to be taken at least 5 days after mailing of written notice of the time and place thereof and the nature of the breach charged against said member. A member of the Association shall have the right to appear at said hearing in person and to be represented by counsel and present evidence in his behalf.

(d) At the conclusion of the hearing and in any event not later than 10 days thereafter, the decision of the Board of Trustees shall be rendered in writing with a copy to be delivered personally or by registered or certified mail to the member involved, setting forth the determination of the Board of Trustees with respect to the breach of the restriction as charged and the disciplinary action to be imposed, if applicable.

(e) Failure to pay any fine within five days after imposition thereof shall constitute a separate offense.

(f) In addition to the remedies specified herein, a member shall be liable to the Association for reasonable attorney's fees incurred in enforcing the within restrictive and protective covenants.

Section 3. The Association is hereby designated as the maintenance agency for the following purposes relating to the individual lots comprising Oak Crest:

(a) To provide lawn and yard maintenance to all individual lots and Units within Oak Crest upon terms and conditions as may be established from time to time by the Board of Trustees.

(b) To provide snow removal on all streets servicing all individual Units within Oak Crest, as may be determined to be necessary from time to time by the Board of Trustees.

Section 4. It is intended by Declarant that the within Declaration, the By-laws of Association annexed hereto as Exhibit C and the Rules and Regulations of Association be read and interpreted as one integrated document. However, in the event that any conflict shall arise between said documents or any inconsistency in language shall be determined to exist between two or more of them, then the following priorities shall govern:

(a) The By-laws of Association shall govern and prevail over the Rules and Regulations of Association.

(b) The within Declaration shall govern and prevail over the By-laws of Association.

Section 5. No restriction, condition, obligation or covenant contained in this

Declaration shall be deemed to have been abrogated or waived by reason of the failure to enforce the same irrespective of the number of violations or breaches thereof which may occur.

Section 6. Association shall have the power, at its sole option, to enforce the terms of this instrument or any rule or regulation promulgated pursuant thereto, by any or all of the following:

- (a) Self-help
- (b) By sending notice to the offending party to cause certain things to be done or undone.
- (c) By restoring the Association to its original position and charging the breaching party with the entire cost or any part thereof.
- (d) By taking any other action before any Court, summary or otherwise, as may be provided by law.
- (e) By complaint to the duly constituted authorities. The foregoing shall be construed to be in addition to any other powers granted herein and by the Laws of the State of New Jersey and not in limitation thereof.

Section 7. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 8. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land in perpetuity from the date this Declaration is recorded. This Declaration may be amended at any time by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners and recorded in the Office of the Clerk of Atlantic County.

Section 9. Annexation.

- (a) Additional residential property and Common Area may be annexed to the Property with the consent of two-thirds (2/3) of each class of members, and any Federal Agency requiring such consent, except for additional land within the area described in Exhibit D annexed hereto which may be annexed by the Declarant without the consent of members within 12 years of the date of this Declaration provided that the Federal agencies not find that the annexation is not in accord with the general plan of development.
- (b) The Declarant hereby reserves the right to amend the Development Plan for lands which have yet not been made subject to this Declaration, in response to changes in technological, economic, environmental or social conditions related to the development. Such amendments shall be effected by securing the approval of the Township of Hamilton and any Federal agencies which have any interest in the Properties.

Section 10. Rights of Institutional Lenders. In order to induce the interest of institutional lenders in making secured loans on Lots, the Association shall not, without prior written consent of at least the percent of first mortgagees of individual units required by Federal Agencies and two thirds of Owners other than the Declarant:

- (a) by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Areas owned directly or indirectly. Public utility easements or public purpose easements consistent with Common Area use are excepted.
- (b) change the method of determining the obligations, assessments, dues or other charges which may be levied against an Owner;
- (c) by act or omission change, waive or abandon regulations or enforcement pertaining to the architectural design or the exterior appearance of Units, the exterior maintenance of units, the maintenance of the common property party walks, or common driveways, or the upkeep of lawns and plantings;
- (d) fail to maintain fire and extended coverage on insurable common property on a basis as required by Federal Agencies having an interest in the Property.
- (e) use hazard insurance proceeds for losses to common property for other

than the repair, replacement or reconstruction of such Common Area.

(f) Also, as part of the aforementioned inducement to institutional lenders, the Association shall:

(i) not make liable any first mortgagee who obtains title to a Lot pursuant to the remedies provided in the mortgage or foreclosure for such Lot's unpaid dues or charges which accrued prior to the acquisition of title to such Lot by the mortgagee.

(ii) Allow first mortgagees of Lots to, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against Common Area and pay overdue premiums on hazard insurance policies, or secure new hazard insurance policies on the lapse of a policy, for such Common Area and first mortgagees making such payments shall be owed immediate reimbursement therefor from the Association.

(iii) give written notification, upon request, to any first mortgagee, of any default in the performance by any individual Lot Owner as the mortgagor thereunder.

(iv) limit any agreement for professional management, or any contract providing for services of the Declarant to that required by any Federal Agencies and provide for termination in accord with standards of Federal Agencies. Any management agreement shall remain consistent with the constituent documents of the property.

(g) Provisions Respecting Construction Lender Notwithstanding anything to the contrary contained in this Declaration of Easement, Covenants, Conditions and Restrictions, until the satisfaction of record of that certain mortgage upon the Premises, dated _____, 1980, and recorded _____, 1980, in the Office of the Recorder of Deeds in and for _____ County, in Mortgage Book No. _____, Page _____ et seq., now held by Colonial Mortgage Service Company (hereinafter referred to as the "Mortgage"), the following provisions shall be a part of this Declaration and shall supersede any inconsistent provisions contained heretofore in this Declaration.

(i) Whenever the consent of Declarant is required under this Declaration, the written consent of the holder of the Mortgage (hereinafter referred to as "Mortgagee") shall also be required.

(ii) In the event that Declarant shall violate any of its obligations as an owner, the Association shall be required to give Mortgagee written notice of such failure or violation, and the Association shall be prohibited from instituting any suit or exercising any other remedy against Declarant for any such failure or violation until it has given Mortgagee (10) days prior written notice of its intention to file such suit or exercise such remedy during which time Mortgagee shall have the right to cure any such failure or violation.

(iii) Mortgagee shall be given written notice by the Association of any meeting of the Owners together with the agenda of such meeting.

(iv) No amendment shall be made to this Declaration or to the By-laws of the Association, which would alter the rights of Mortgagee or in any other way affect the security of Mortgagee without its joinder and written consent to such amendment.

(v) If Mortgagee either assumes possession of any portion of the Lots or Common Area upon which said Mortgage is a lien or acquires title to unsold Lots upon foreclosure of the Mortgage, by purchase of the unsold Lots at foreclosure sale, or by deed in lieu of foreclosure, Mortgagee and its successors and assigns shall have and enjoy all of the rights, privileges, and exemptions granted to Declarant by this Declaration and/or by the By-laws.

Section 11. Certain Rights of the Declarant. For such time as the Declarant shall own Lots, there shall be no amendments to the constituent documents of the Property, unless it shall, in writing, join in such actions which discriminate or tend to discriminate against the Declarant's rights as an Owner to annex additional properties as Declarant.

Notwithstanding any provision of this Declaration or of any Supplementary

Declaration, so long as the Declarant is engaged in developing or improving any portion of the Property, such persons shall have an easement of ingress, egress and use over any lands not conveyed to an Owner for occupancy for (1) movement and storage of building materials and equipment, (2) erection and maintenance of directional and promotional signs, and (3) conduct of sales activities, including maintenance of model Units. Such easement, shall be subject to such rules as may be established by the Developer to maintain reasonable standards of safety, cleanliness and general appearance of the Properties.

Section 12. Limitations. As long as the Declarant has an interest in developing the Property as defined in Article I hereof, the Association may not use its financial resources.

Provisions Pertaining to Declarant. Notwithstanding any other provisions herein, for so long as Declarant continues to own any of the Lots, the following provisions shall be deemed to be in full force and effect, none of which shall be construed so as to relieve Declarant from any obligations of an Owner to pay assessments as to each Lot owned by Declarant after the construction on the Lot has been completed:

(i) Declarant shall have the right at any time to sell, transfer, lease, re-let, subdivide or combine any Lots which Declarant continues to own after this Declaration has been recorded, without regard to any restrictions relating to the sale, transfer, lease, form of lease, subdivision or combination of Lots contained herein and without the consent or approval of the Association or any other Owner being required.

(ii) Declarant does not make, and specifically disclaims any intent to have made, any warranty or representation in connection with any Lot, Common area, the Property, or these Covenants and Restrictions, except as specifically set forth herein or in any agreement of sale for a Lot, and no person shall rely upon any warranty or representation not so specifically made therein.

(iii) The Declarant shall have the right to transact on the Property any business necessary to consummate the sale or leasing of Lots, including, but not limited to, the right to maintain models, display signs, employees in the office and to use the Common Area.

(iv) During the period of time in which structures are under construction by the Declarant and not completed, no dues shall be charged against the Declarant as the Owner of Lots on which living units have not been completed until the completion thereof, and the dues shall be assessed against the Owners (including Declarant) of those Lots on which living units shall have been completed, proportionately, interse.

(v) Declarant reserves the right, prior to settlement upon any Lot, to adjust the boundary lines thereof, and reserves the right, at any time prior to the conveyance of the Common Area to the Association, to adjust the boundary lines of the Common Area. The word "boundary lines" as used herein shall include title lines of any nature either with respect to Lots or the property as a whole.

(vi) Without limiting the foregoing, Declarant shall have the power, but not the obligation, acting alone, at any time (and from time to time) so long as Declarant owns at least one lot, to amend the Declaration to cause the same to conform to the requirements of the Federal National Mortgage Association and/or the Federal Home Loan Mortgage Corporation, as set forth, respectively, in "FEMA Conventional Home Mortgage Selling Contract Supplement" and "Seller's Guide Conventional Mortgages", as the same may be amended from time to time.

Section 13. Interpretation. Unless the context otherwise requires the use herein, the singular shall include the plural and vice versa; the use of one gender shall include all genders; and the use of the term "including" shall mean "including, without limitation." The headings used herein are for indexing purposes only and shall not be used as a means of interpreting or construing the substantive provisions thereof.

Anything to the contrary herein notwithstanding, if any provision of this instrument is in conflict with or contradiction of the requirements of New Jersey laws, then the requirements of said laws shall be deemed controlling.

Section 14. Maintenance.

(a) In the event an owner of any Lot in the Properties fails to maintain the premises and the improvements situated thereon as provided herein, the Association, after Notice to the Owner and approval by a two-thirds (2/3) vote of the Board of Trustees, shall have the right to enter upon said Lot to correct drainage and to repair, maintain and restore the Lot and the exterior of the buildings and any other improvements erected thereon. All costs related to such correction, repair or restoration

shall become a Special Restoration Assessment upon such Lot and as such shall be regarded as any other assessment with respect to lien rights of the Association and remedies provided for non-payment.

(b) The Association may, if the Board of Trustees so votes, be responsible for and shall provide, at the expense of the Unit Owners benefiting from such maintenance as determined by the Board of Trustees of the Association, any or all of the following exterior maintenance upon the Units: paint, repair, replacement and care for all exterior building surfaces, cutting and trimming of trees, shrubs, grass, and repairs to walks, doors and other exterior improvements. Any maintenance which involves any change in the exterior of a Lot or the Unit thereon shall be subject to the prior written consent of the Architectural Control Committee.

(c) Any Unit Owner shall have the right to enter an adjacent Lot and/or Unit for the purpose of maintenance to his Unit, the common party wall, facilities within the party wall, of facilities in the adjacent lot and/or unit which service said Owner's Unit, provided that reasonable notice and hours are observed.

(d) The Association shall maintain, operate, repair, and monitor any community sewer systems approved by applicable authorities and not dedicated or leased to a public body. Unit owners connected to such system shall share the expense involved equally and non-payment shall be deemed a default in assessments as herein defined. Upon notice from the Township of Hamilton or other public body authorized, for Unit Owners to disconnect from any community sewer system and connect to a municipal central sanitary sewer system, such Unit Owners shall do so within 60 days and pay all expenses or fees involved.

Section FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

Section The failure of any unit owner to comply with the provisions of the constituent documents of the properties shall be cause for action by the Association and/or any aggrieved owner for the recovery of damages and/or relief.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 1st day of MARCH, 1982.

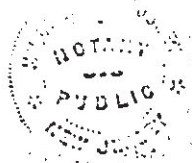
By: Thomas L. Kane President
Steven D. Smith Secretary
 OAK CREST DEVELOPERS, INC.
 Declarant

STATE OF NEW JERSEY:
 COUNTY OF ATLANTIC :

BE IT REMEMBERED, that on this 1st day of March, 1982, before me, the subscriber, the undersigned authority personally appeared THOMAS L. KANE who, being by me duly sworn on his oath, deposes and makes proof to my satisfaction, that he is the Secretary of OAK CREST DEVELOPERS, INC., the corporation named in the within Instrument; that he is the President of said Corporation; that the execution, as well as the making of this Instrument, has been duly authorized by a proper resolution of the Board of Directors of the said Corporation; that deponent well knows the corporate seal of said Corporation; and that the seal affixed to said Instrument is the proper corporate seal and was thereto affixed and said Instrument signed and delivered by said President as and for the voluntary act and deed of said Corporation, in presence of deponent, who thereupon subscribed his name thereto as attesting witness.

Sworn to and subscribed before me,
 the date aforesaid,
March 1, 1982

MILDRED P. WOOLLEY
 NOTARY PUBLIC OF NEW JERSEY
 My Commission Expires June 5, 1984



Thomas L. Kane
 PROPOSED BY

EXHIBIT A

PROPERTY DESCRIPTION OF PUD PHASE I AREA, OAK CREST ESTATES

All that certain lot, tract or parcel of land situate, lying and being in the Township of Hamilton, County of Atlantic and State of New Jersey, Bounded and described as follows:

BEGINNING at the point of intersection of the Northerly line of School Lane and the Northwesterly line of Cologne Avenue (60 feet wide,) and proceeding thence

- (1) South 86 degrees 01 minute 47 seconds West 1407.72 feet; thence
- (2) North 15 degrees 41 minutes 45 seconds West 441.25 feet; thence
- (3) North 60 degrees 18 minutes 15 seconds East 464.84 feet; thence
- (4) North 09 degrees 58 minutes 13 seconds West 100.09 feet; thence
- (5) North 35 degrees 01 minute 47 seconds East 148.09 feet; thence
- (6) North 80 degrees 01 minute 47 seconds East 359.94 feet; thence
- (7) North 41 degrees 01 minute 47 seconds East 74.95 feet; thence
- (8) North 86 degrees 01 minute 47 seconds East 148.09 feet; thence
- (9) South 48 degrees 58 minutes 13 seconds East 248.28 feet; thence
- (10) South 41 degrees 01 minute 47 seconds West 52.31 feet; thence
- (11) South 48 degrees 01 minute 57 seconds East 729.48 feet; thence
- (12) South 41 degrees 58 minutes 03 seconds East 290.92 feet along Cologne Avenue to beginning.

L-2 B-1027

EXHIBIT A.

DESCRIPTION OF COMMON AREA, OAK CREST ESTATES PHASE I

All that certain lot, tract or parcel of land situate, lying and being in the Township of Hamilton, County of Atlantic and State of New Jersey, Bounded and described as follows:

BEGINNING at the point of intersection of the Northerly line of School Lane and the Northwesterly line of Cologne Avenue (60 feet wide,) and proceeding thence

- (1) South 86 degrees 01 minute 47 seconds West 1407.72 feet; thence
- (2) North 15 degrees 41 minutes 45 seconds West 441.25 feet; thence
- (3) North 60 degrees 18 minutes 15 seconds East 464.84 feet; thence
- (4) North 09 degrees 58 minutes 13 seconds West 100.09 feet; thence
- (5) North 35 degrees 01 minute 47 seconds East 148.09 feet; thence
- (6) North 80 degrees 01 minute 47 seconds East 359.94 feet; thence
- (7) North 41 degrees 01 minute 47 seconds East 74.95 feet; thence
- (8) North 86 degrees 01 minute 47 seconds East 148.09 feet; thence
- (9) South 48 degrees 58 minutes 13 seconds East 248.28 feet; thence
- (10) South 41 degrees 01 minute 47 seconds West 52.31 feet; thence
- (11) South 48 degrees 01 minute 57 seconds East 729.48 feet; thence
- (12) South 41 degrees 58 minutes 03 seconds East 290.92 feet along Cologne Avenue to beginning.

EXCEPTING therefrom and thereout all of the 96 townhouse lots on the recorded subdivision plan of Phase I, the dedicated street, and other easements and rights of way dedicated or to be dedicated to any public body.

RECORDED
JAN 10 1982
BOOK 3670 PAGE 16

L-2 B-1027

77A8528

77A-12143

442055

Pre-6431823-0527

662-11011

CSAC 9660
9892

Received March 1, 1982 as
9:45 AM, and recorded in the
Clerk's Office of Atlantic County, at
Mays Landing, N.J. in Book
of Maps, Deeds
No. 3670 Page 140

BOOK 3670, PAGE 17

Lori M. Money CLERK

215.44

3291-1256

SA 93144.8
COT 101132
FL 12168

1996

MTA

200

109-H

J33154
30981
30823

26519

30381
30382

CA-205
32794
31351

Lot #2492

F-28802

ETA-4239

651-11064
651-10721

SAC 7302 CN 44232 T-44804

650-25024
Borton 15033

DUT 506
#1538

TA 401-292
#15405

DUT 4171

10184 ES
F-3551

MSW 6430 26.00

Declarator of
Covenant, Condition
and Restrictions
On and Over
Estate

(Deed in Hand)

Postmort Development

Cal Coast Develop
one lot C
may landy mg
04530

SETTLERS #15040

ATLANTIC COUNTY
CLERK'S OFFICE
MAR -1 AM 9:45

San Jack #10008

LEO-34990

1203-10046

List of Marks

- | | |
|----|---|
| 01 | AMENDMENT RECORDED 01/08/2021 #2021001774 |
| 02 | AMENDMENT RECORDED 06/15/2022 #2022030775 |

THIS INDENTURE, made this 1st day of October 1981,
by and between OAKCREST DEVELOPERS INC.

a corporation of the State of NEW JERSEY, hereinafter referred to
as "GRANTOR" and ATLANTIC CITY ELECTRIC COMPANY and NEW JERSEY BELL TELEPHONE
COMPANY, corporations organized and existing under the laws of the State of
New Jersey, hereinafter referred to as "GRANTEES".

W I T N E S S E T H

THAT for and in consideration of the sum of ONE (\$1.00) DOLLAR,
the receipt of which is hereby acknowledged, the Grantor being the owner of
that certain tract of land or development known as Block 1028 Lot 2,
Block 1028 Lot 3, Block 1028 Lot 3 C0401-C0408 inclusive, C0501-C0508
inclusive, C0601-C0608 inclusive, C0701-C0708 inclusive, C0801-C0808 inclusive,
C0901-C0908 inclusive, Block 1028.01 Lot 1 C1801-C1808 inclusive, C1901-
C1908 inclusive, C2001-C2008 inclusive, C2101-C2108 inclusive, C2201-C2208
inclusive, C2301-C2308 inclusive situate in the Township of Hamilton,
County of Atlantic and State of New Jersey, hereby grants and conveys unto
the Grantees, their successors and assigns, the right and easement to
construct, extend, inspect, operate, replace, repair, renew, maintain and
remove an underground system for the distribution and transmission of
electricity, together with telephone communication line or lines, consisting
of conduits, duct banks, cables, wires, transformers, transformer pads,
service pedestals, manholes, handholes, and all appurtenances and associated
fixtures thereto, through, under upon and across the aforementioned lands
of the Grantor. Said

MAP # 3307
DEED DATED 10/1-81
RECORDED 11-17-81
BOOK 3644 PAGE 318
EASEMENT # 224

underground system to be located within those specified areas provided by Grantor and in accordance with and as shown on Atlantic City Electric Company Drawing No. R-25717-1 dated 9/11/81 rec. 9/21/81 entitled " Proposed Distribution to serve Oak Crest Estates " attached hereto and made a part hereof.

The rights herein granted shall also include the right to install, extend, operate, maintain, replace and remove conduits, cables and wires including underground service entrance cables from the said underground system to any service location approved by the Grantor that may be necessary to furnish electrical energy and telephone service required for any building structure, residence or street lighting standard or to interconnect with other underground facilities of Grantees.

THE GRANTOR does also hereby further grant and convey unto the Grantees, their successors and assigns, the right and easement to construct, erect, extend, inspect, operate, replace, repair, renew, maintain and remove all those certain overhead facilities consisting of poles, standards, brackets, wires, cables, guy wires and anchors and necessary appurtenances thereto as required in conjunction with or supplemental to said underground system through, over, across and upon the said-mentioned lands of the Grantor and along the public highway or streets on which said lands adjoin or abut, in accordance with and as shown on the aforesaid Atlantic City Electric Company drawing No. R-25717-1

GRANTOR hereby warrants that it is the owner in fee simple, of the lands and premises herein, as of the date of this easement grant, and have complete right and power to execute this grant, and as such will indemnify, hold harmless, and defend Grantee, or its successors or assigns, from any and all loss, costs, damages, claims, actions or liability on account of any and all defects in or lack of title, and disputes arising from or

growing out of the grant made herein.

IT IS FURTHER UNDERSTOOD AND AGREED by the Grantor that in the event permanent structures or improvements are constructed or erected on, over, upon or within the areas designated for said underground system, Grantor will provide Grantees with a suitable and adequate means of access including ingress and egress to said underground system at any and all times for the purpose and exercise of the rights herein granted. Grantees shall have the right and privilege to remove any and all said structures or improvements or any part thereof so placed within the designated easement area as to constitute an obstruction or deny Grantees a means of access including ingress and egress to said underground system. Together with and including the right to fell, cut or trim and remove any trees, brush, shrubs or other obstructions on, over, upon or within the areas designated for said underground system wherever the same may be necessary in order to construct, extend, operate, replace, repair and maintain said underground system free and clear from any and all obstructions. It is further understood that Grantees shall at all times use reasonable care in the removal and/or replacement of shrubs, lawns and improvements in connection with the rights herein granted, however, Grantees shall not be held liable for any damages to shrubs, lawns, and improvements provided that reasonable care has been exercised in the replacement thereof. Also together with and including the right of ingress and egress by any means over and upon the said mentioned lands of the Grantor or any part thereof for any and all of the purposes hereinabove provided.

Grantor does also hereby further grant and convey unto the said Grantee, ATLANTIC CITY ELECTRIC COMPANY, its successors and assigns forever, the right and easement to locate meters and other facilities in or on any portion of the premises in questions, including affixing same to buildings, structures and fixtures, said location to be in such manner and in such configuration, including but not limited to multiple meterings, gang metering and/or stack metering, as determined by the Grantee, ATLANTIC CITY ELECTRIC COMPANY; and further grants and conveys unto the Grantee, ATLANTIC CITY ELECTRIC COMPANY, its successors and assigns forever, the right to relocate, change or modify from time to time said meters and facilities and replace and relocate same in such location and in such configuration, including, but not limited to multiple metering, gang metering and/or stack metering, as then to be determined by ATLANTIC CITY ELECTRIC COMPANY.

The rights and easements herein contained whether expressed or implied shall be construed to be a covenant running with the land and shall be binding upon and inure to the benefit of any successor or assign of the parties hereto.

IN WITNESS WHEREOF, Grantor has signed and sealed this indenture the day and year first above written.

WITNESS:

_____	_____ (SEAL)
_____	_____ (SEAL)
_____	_____ (SEAL)
_____	_____ (SEAL)

ATTEST:

	<u>Oak Crest Developers, Inc.</u>
<u>Steven D. Sligh</u> Secretary	BY: <u>Thomas Crane</u> President

STATE OF

COUNTY

)
:ss
)

BE IT REMEMBERED, that on this _____ day of _____
A. D. 19 __, before me, a _____
personally appeared _____

who I am satisfied is or are the Grantor or Grantors mentioned in the above deed or conveyance, and I having first made known to him, her, or them, the contents thereof, he, she or they acknowledged that he, she, or they signed, sealed and delivered the same as his, her or their voluntary act and deed. All of which is hereby certified.

STATE OF New Jersey,
COUNTY OF Atlantic)
:ss)

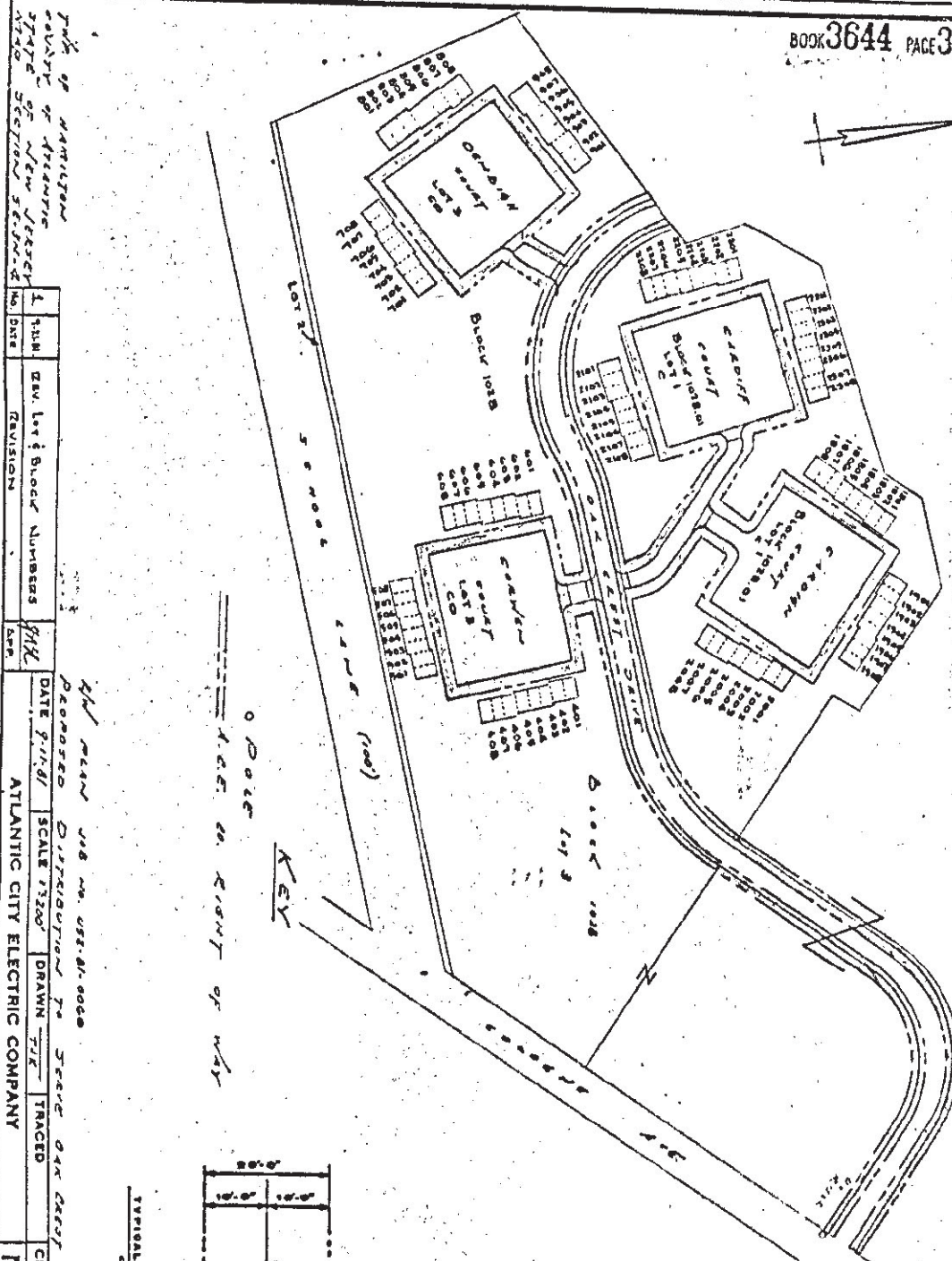
BE IT REMEMBERED, that on this 1st day of October
in the year of our Lord one thousand nine hundred and eighty-one
before me, the subscriber, Mary S. Seifried, a notary
public of New Jersey
personally appeared Thomas Crane, President
of Oakwood Development, Inc.

who I am satisfied is the person who signed the within instrument, and he acknowledged that he signed, sealed with the corporate seal and delivered the same as such officer aforesaid, and that the within instrument is the voluntary act and deed of such corporation, made by virtue of a Resolution of its Board of Directors.

Mary S. Seifried
MARY S. SEIFRIED
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Aug 27 1984

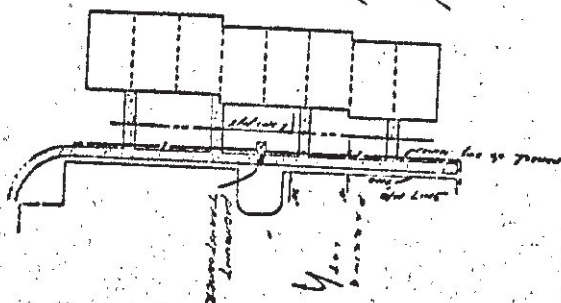
NOTE Prothonotary or Clerk's Certificate not necessary when acknowledgements are taken by other than N.J. officers, provided the seal of the Notary is affixed to the acknowledgement. Acknowledgements by Magistrates, Aldermen, Justices of the Peace, etc., not acceptable in New Jersey.

TRENCH SPONSOR AGE CO. ☒ R.T. ☐ OTHER ☐



KEY

0 Pole
--- 4.00' in front of way



TYPICAL NEW LOCATION PLAN
ON CITY LOT
NO SCALE

City of Hamilton
County of Hamilton
State of New Jersey
Map Section 5000-4

1	1.00	REV. LOT & BLOCK NUMBERS	100
2	1.00	REVISION	100

DATE 7-1-61 SCALE 1/2" = 1'-0" DRAWN TJC TRACED

ATLANTIC CITY ELECTRIC COMPANY

CHECKED [Signature] APPROVED [Signature]

NO. K-25717-1

NOV 17 11 2 03
ATLANTIC CITY
CLERK'S OFFICE

John

224

16.00c

Oak Crest Developers, Inc.

138/10010

38101

*All City Club City
New Jersey Bell*

RECEIVED BY
Richard J. [illegible]

Barbara 15023

Received NOV. 17, 19 81 at
2:03 P.M. and recorded in the
Clerk's Office of Atlantic County, at
Atlas Landing, N.J. in Book

*651-1071 Spruce 10614
DVT 503*

No. 3644 Page 3186c

John J. [illegible]
CLERK

651-11054

E-3113

A 1430

RETURN TO:
ATLANTIC CITY CLERK'S OFFICE
REAL ESTATE DEPARTMENT
1600 PACIFIC AVENUE
ATLANTIC CITY, N. J.

(Signature)

749115

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