

DECLARATION OF COVENANTS AND RESTRICTIONS
FOR SEA VIEW VILLAGE

THIS DECLARATION MADE this 28 day of July 1980, by

BLUFF VIEW, INC., a corporation of New Jersey,
with principal offices at 909 Cedar Bridge Avenue,
Brick, New Jersey; hereinafter called Developer.

WITNESSETH:

WHEREAS, Developer is the owner of the real property described in Article II of this declaration and desires to create thereon an adult residential community to be known as Sea View Village, with permanent recreational areas, open spaces, and other Common Properties and Facilities for the benefit of said community; and

WHEREAS, Developer desires to provide for the preservation of the values and amenities in said community and for the maintenance of said recreational areas, Open spaces and other Common Facilities and to this end, desires to subject the real property described in Article II, together with such additions as may hereafter be made thereto (as provided in Article II), to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof, and

WHEREAS, Developer has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an agency to which should be delegated and assigned the powers of maintaining and administering the Common Properties and Facilities, providing basic services and maintenance for the exterior of the Living Units, and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created: and

WHEREAS, Developer has caused to be incorporated under the 'laws of the State of New Jersey a non-profit corporation, SEA VIEW VILLAGE ASSOCIATION, for the purpose of exercising the functions aforesaid;

NOW THEREFORE, the Developer declares that the real property described in Article II is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as the "Declaration", and/or "Covenants and Restrictions") hereinafter set forth.

SEA VIEW VILLAGE ASSOCIATION severally and jointly with the Developer, shall be the beneficiary of any and all of the covenants and restrictions hereinafter set forth, and shall have the power to enforce the same by any lawful procedure whether in law or equity, or by any other lawful means.

ARTICLE I
DEFINITIONS

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

- (a) "Association" shall mean and refer to Sea View Village Association.
- (b) "The Properties" shall mean and refer to all such existing properties.
- (c) "Common Properties" shall mean and refer to those areas of land shown on any recorded subdivision plot of The Properties and intended to be devoted to the common use and enjoyment of the owners of The Properties.
- (d) "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of The Properties (with the exception of Common Properties as heretofore defined), or shown on the approved Site Development Plan.
- (e) "Living Unit" shall mean and refer to any portion of a building situated upon The Properties designed and intended for use and occupancy as a residence by a single family.
- (f) "Owner" shall mean and refer to the record owner, whether one or more persons or entities of the fee simple title to any lot or Living Unit situated upon The Properties but, notwithstanding any applicable theory of mortgages, shall not mean Or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.
- (g) "Members" shall mean and refer to all those Owners who are members of the Association as provided in Article III, Section 1, hereof.

(h) "Developer" shall refer to Bluff View, Inc., a corporation of New Jersey, or any successor in right, title and interest, as sponsor-builder of the project.

(i) "Facilities" shall mean buildings, structures, fixtures, items of personalty, improvements of whatsoever nature, associated with the Common Properties.

ARTICLE II PROPERTY SUBJECT TO THIS DECLARATION

The real property which is, and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration, is located in Brick Township, Ocean County, New Jersey, and is more particularly described on Schedule A attached hereto and made a part hereof; all of which real property shall hereinafter be referred to as "Property".

ARTICLE III MEMBERSHIP AND VOTING-RIGHTS IN THE ASSOCIATION

Section 1. Membership

Every person or entity who is a record owner of a fee or undivided interest, in any Lot or Living Unit which is subject by covenants or record assessment by the Association shall be a member of the Association provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member, and provided as follows:

- (a) No member of the Association shall be less than the age of 48 years, except a spouse or surviving spouse,
- (b) It is intended that these articles shall in no way limit or deprive any owner member of the Association or prospective member of his or her rights, privileges or immunities as provided under the Constitution of the United States and of New Jersey, and of any written or common law.
- (c) In the event that an owner of a Lot or Living Unit dies testate or intestate leaving as heirs a person or persons who do not qualify as a member of the Association, these restrictions shall in no way restrict ownership of said heir, provided, however, that said heir or heirs shall not occupy said Lot or Living Unit until he or she meets the membership requirements of the Association. This shall in no way preclude the right of the owner to lease the said premises or to grant occupancy as a resident to his invitees or guest, etc., provided, however, that in each instance, such guest, invitee, occupant or lessee must first meet the requirements of the Association. The inability of any owner to become a member, or to occupy the premises for whatsoever reason, shall not in any way serve to exempt him of his obligation to pay the annual or special assessments. In the event a person or persons obtain title to a Lot or Living Unit by the operation of law or court order, these articles shall in no way limit the right of the owner of said Lot or Living Unit provided, however, that said owner shall not occupy said Lot or Living Unit until he or she meets the requirements of the Association.
- (d) The owner or owners of a Lot or Living Unit by acceptance of the Deed conveying ownership from the grantor accepts said instrument subject to the right of the grantor, its successors and the Association to redeem any tax sale certificate or assignment thereof issued by the municipality and to acquire by reason of such redemption any and all rights accruing thereby in conformity with provision N.J.S. 54:5-54, any conveyance or alienation by the grantee, his heirs, successors, administrators and assigns to the contrary notwithstanding.
- (e) Membership in the Association shall lapse and terminate when any member shall cease to be the owner of record of a Lot or Living Unit.

Section 2. Voting Rights

The Association shall have the following voting membership: All those owners, as defined in Section I, shall be entitled to one vote for each Lot or Living Unit in which they hold the interests required for membership by Section I. When more than one person holds such interest or interests in any Lot or Living Unit, their vote shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot or Living Unit. Where a Living Unit has more than one owner of record, and they are unable to agree on how to cast the one vote they are entitled to, each owner may cast individual votes, except each will be entitled only, to the fraction of a vote that is equivalent to their fraction of ownership in the Living Unit.

The Board of Trustees shall be composed of five (5) members. Until such time as Developer has conveyed title to twenty-five percent (25%) of the Units, not less than twenty-five percent (25%) of the Board of Trustees shall be elected by the Members. Thereafter, when Developer has conveyed fifty percent (50%) of the Units, not less than forty percent (40%) of the Board of Trustees shall be elected by the Members. Thereafter, after Developer has conveyed seventy-five percent (75%) of the Units, the Developer's control of the Board of Trustees shall terminate, at which time, the Members shall elect the entire Board of Trustees. However, Developer may retain one member of the Board of Trustees so long as there are any Units remaining unsold in the regular course of business. At such time as Developer's control of the Association shall terminate, elections for the Board of Trustees shall be conducted in accordance with the provisions as set forth in the by-laws of the Association. Nothing contained herein to the contrary shall serve to exculpate members of the Board of Trustees appointed by the Developer from their fiduciary responsibilities.

In calculating the above percentages, it is presumed that they are calculated on the basis of the entire number of Units entitled to membership in the Association.

The Developer may surrender control of the board of the Association prior to the time as specified, provided the Members agree by a majority vote to assume control.

Upon resumption by the Members of control of the board of the Association, the Developer shall forthwith deliver to the Association all items and documents pertinent to the Association such as, but not limited to, declaration of covenants and restrictions, documents of creation of the Association, by-laws, minute book, including all minutes, any rules and regulations, an accounting of association funds, all personal property, insurance policies, government permits, a membership roster and all contracts and agreements relative to the Association.

The Association, when controlled by the Members, shall not take any action that would be detrimental to the sales of units by the Developer and shall continue the same level of maintenance, operation and services as immediately prior to their assumption of controls, until the last unit is sold.

During the time the Developer controls the majority of the Board of Trustees, the minority members shall be nominated and elected solely by the residents of the project, the Developer having no vote in the nomination or election of the minority trustees. All trustees whether majority or minority trustees shall be non-salaried. The majority trustees appointed by the Developer may be employees or officers of the developer and/or non-homeowners. The term of the initial appointees to the Board of Trustees shall be staggered among terms of not less than one (1) and not more than three (3) years. Trustees may be removed for good cause by a majority of the Trustees, or without good cause by a two-thirds vote of all the members, provided that the Trustees designated by the Developer may only be removed by those Trustees appointed by the Developer.

ARTICLE IV RIGHTS IN THE COMMON PROPERTIES

Section 1. Members Easements of Enjoyment

Subject to the provisions of Section 3 of this Article and the provisions of the By Laws of the Association, every member shall have a right and easement of enjoyment in and to the Common Properties and Facilities and such easement shall be appurtenant to and Shall pass with the title to every Living Unit.

Section 2. Title to Common Properties and Facilities

The Developer hereby covenants, for itself, its successors and assigns, that it shall convey those common properties and facilities to the Association contemporaneously with the approval by the Planning Board of a particular section. The Developer shall furnish the Association with a Policy of Title Insurance with respect to the common area. At the time control of the Board of Trustees passes to the residents from the Developer, said Common Properties and Facilities shall be free and clear of all mortgages. The clubhouse and swimming pool shall be completed and in operation free and clear of all mortgages by the completion of the twenty-fifth dwelling unit and a Certificate of Occupancy issued thereupon, at which time access will be guaranteed by Developer, or within six months after the issuance of the first Building Permit for a Unit, whichever first occurs.

Section 3. Extent of Members' Easements.

The rights and easements created hereby shall be subject to the following:

- a) right of the Developer and of the Association in accordance with its Articles and By Laws, to borrow money for the purpose of improving the Common Properties and Facilities in aid thereof to mortgage said properties.

- b) right of the Association to take such steps as are reasonably necessary to protect the above described properties against foreclosure.
- c) right of the Association, as provided in its Articles and By Laws, to suspend the enjoyment rights of any Member or those claiming under him, for any period during which any assessment remains unpaid; and for any further reasonable period for each and any infraction of its published rules and regulations.
- d) sole right of the Association to charge reasonable admission and other fees for the use of the Common Properties and Facilities. No other private group (even if made up of association members) shall be entitled to charge any fee for the use of common elements. The Association shall have the right to set a different charge for residents and guests when an admission charge is established for the use of the common area.
- e) right of further restrictions imposed by the Board of Trustees and/or by the By Laws of the Association.

ARTICLE V COVENANT FOR MAINTENANCE ASSESSMENTS

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

Each Owner of any Living Unit, excepting therefrom the Developer, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, be deemed to covenant and agree to pay to the Association (1) annual assessments or charges (payable monthly); (2) special assessments to be fixed, established and collected from time to time as hereinafter provided. The Developer shall pay the assessments on those homes which are substantially completed until the closing of title. The annual and special assessments, together with such interest thereon and cost of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment together with such interest thereon and cost of the collection thereof as hereinafter provided shall also be the personal obligation of the persons who were the Owners of such property at the time when the assessment fell due.

Section 2. Purpose of Assessments.

The assessments levied by the Association shall be used exclusively for the purpose of providing services, promoting the recreation, health, safety, and welfare of the residents in the Common Properties and in particular, for the improvement and maintenance of Common Properties and Facilities and exteriors of Living Units, their grounds, walks, driveways, etc., and services and facilities devoted to this purpose and also related to the use and enjoyment of the Common Properties and Facilities, including but not limited to the payment of taxes and insurance on the Common Properties and Facilities, and repair, replacement, and additions thereto and for the cost of labor, equipment, material, management, improvements, and supervision thereof.

Section 3. Basis of Annual Assessments and Changes in Rate

Until the Board of Trustees determines that a greater assessment basis is needed, the assessment shall be \$44.00 per month per Living Unit. If the Board of Trustees determines that the existing assessment rate does not meet the demands of operation, and maintaining the Common Properties, Facilities, and exteriors of Living Units, their grounds, walks, driveways, etc., a new rate may be set by the Board, and the owners and/or members of the Association shall, upon notice of the same and the reasons therefor, be subject to the payment of the new rate.

Section 4. Special Assessments

In addition to the annual assessment outlined in Section 3 hereof, the Association may levy in any assessment year a special assessment applicable to that year, only for the construction, reconstruction, unexpected repairs or replacement of a described capital improvement upon the Common Properties and Facilities including the necessary fixtures and personal property related thereto, and/or for the exteriors of the Living Units, their grounds, walks, driveways, etc., provided that the Board of Trustees in its discretion determines that there is a need for the same and it shall thereupon notify the owners and/or members of the Association of said need and shall describe to them why said construction, reconstruction, or repair is necessary and cost of said improvement, and the amount of such special assessment. Such assessment shall be levied only for new construction and not for those improvements shown on the Site Plan, which are the responsibility of the Developer to construct.

Section 5. Date of Commencement of Annual Assessments

The annual assessments provided herein shall be payable monthly and will commence and be payable in advance on the first day of each month.

Section 6. Default

In the event one or more of the monthly payments of the annual or special assessment are not paid within thirty (30) days from the date the same shall become due and payable, then the entire assessment shall become delinquent and shall, together with such interest thereon and cost of collection therefor as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then owner, its successors in title and assigns. The personal obligation of the then Owner or Owners to pay such assessment, however, shall remain his personal obligation for the Statutory period. The acquirer of title to a Living Unit shall be jointly and severally liable with his predecessor in title thereto for the amounts owing by the latter to the Association up to the time of the transfer of title, without prejudice to the acquirer's right to recover from his predecessor in title the amount paid by him as such joint debtor. The Association shall provide for the issuance and issue to every acquirer, upon his request, a statement of such amounts due and the acquirer's ability under this covenant shall be limited to the amount as set forth in said statement. Liability for the payment of said amounts due to the Association shall attach to the mortgagee and the purchaser of the Living Unit following a mortgage foreclosure sale of any Living Unit.

If the assessment payment is not paid within thirty (30) days after the same has become due and payable, the assessment shall bear interest from the date of delinquency at the then maximum legal rate per annum, and the Association may bring action at law against the Owner personally obligated to pay the same, or to foreclose the lien against the property; and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action. In the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the courts, together with the cost of the action.

The lien of the assessment provided herein shall not be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to assessment. Such lien shall apply only to the assessments which have become due and payable prior to a sale, transfer or mortgage of such property. Such sale, mortgage or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

Section 7. Books of Account

The Association shall maintain detailed books of account in accordance with generally accepted accounting principles. Said books shall be kept on site or at the office of the Developer within 10 miles of the site. Said books shall be available for inspection and audit by a committee of no more than three of the residents, on a regular monthly basis, in no event less than quarterly in each year, which committee may also have the right to inspect service contracts and agreements relating to and governing the operation of the properties. The Association, through its Treasurer, shall keep proper books of account and cause an annual audit of the Association books to be made by a certified public accountant at the completion of each fiscal year. He should also prepare an annual budget, an annual balance sheet and shall present the same to the membership.

Section 8. Exempt Properties

The following subject to this Declaration shall be exempted from the assessments, charge and lien created herein: (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (b) all Common Properties as defined in Article I, Section 1, hereof; (c) all properties exempted from taxation by the Laws of the State of New Jersey upon the terms and to the extent of such legal exemption.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens, except as to those units owned by the Developer which are not substantially completed.

ARTICLE VI

Section 1. Subsequent Transfer: Definitions

(a) Members of the Association as used and referred to herein shall be any person being granted title to a Lot or Living Unit within the Properties described herein, by deed from Developer, and the Developer so long as it retains title to one or more Lots or Living Units. (b) Membership as used and referred to herein shall be construed as being the same as ownership of any Lot or Living Unit subject to the exceptions explicitly stated in the Restrictive Covenants and By Laws.

Section 2. Rights, Duties and Obligations of Owners, Members, Residents, Guests, Invitees, Occupants, Lessees, etc.

The vesting of ownership, by transfer of title into any Owner of a Lot or Living Unit shall vest in said Owner, all of the rights described herein toward the use and enjoyment of the Common Properties and Facilities and shall make said owner a beneficiary of each of the Restrictive Covenants and By Laws of the Association. The vesting of title unto the owner, and as part of the consideration given by the Owner therefor, shall create a duty and obligation on said owner to comply with each and every Covenant and Restriction, By Law, and any and all Rules and Regulations promulgated by the Association. The inability of an owner to qualify as a member, shall not serve to exempt him of the obligations and duties aforesaid.

The right of enjoyment of all Common Properties and Facilities shall extend to and include all guests, occupants, residents, invitees, lessees, etc., and such right of enjoyment shall carry with it a corresponding obligation to abide by and comply with all of the provisions of the Declaration of Covenants and Restrictions, the By Laws and Rules and Regulations of the Association.

Section 3. Transfer of Ownership

No owner shall sell, give, devise, lease, assign, or transfer title, interest or leasehold to his or her living unit prior to making full disclosure to the Association of his intent to make said transfer, and until said Owner receives written assurance from the Association that the prospective transferee has met all of the qualifications incident to membership in the Association. Such assurance shall be given within ten (10) business days following written request and such assurance shall not be unreasonably withheld. If leased, the lease must provide that its terms are subject to the Covenants, Restrictions, By Laws and Rules and Regulations of the Association. This provision is not intended in any way to deprive any member or prospective transferee of his or her rights, privileges and immunities under the Constitutions of the United States and State of New Jersey, and under the laws of such jurisdictions. The intention of the Developer is to strictly provide a Community providing for and meeting the needs of those people 48 years of age and older.

Section 4. Purchase

No member of the Association as defined in Section 1 of Article III shall be less than the age of 48 years; provided, however, that in the event a Lot or Living Unit is owned by Husband and Wife as tenants in the entirety, only one of said spouse must meet the requirements of this article. No transfer as described in Section 3 of this Article shall be made to any prospective purchaser or to any person less than the age of 48 years, subject to the exceptions herein.

Section 5. Children

No sale, gift, devise, lease, assignment, pledge or transfer shall be made by an owner-member of a Lot or Living Unit to any prospective transferee who has or shall intend to have residing in the Living Unit a child or children under the age of 18 years, as member of a family order or any other relationship other than a temporary visit specifically provided for herein.

Section 6. Passage of Title by Operation of Law

In the event that an owner-member of a Lot or Living Unit departs this life testate or intestate, leaving as heirs one or more persons who do not qualify as a member of the Association, or in the event title is passed from an owner-member by operation of law other than by method as provided in Section 3, these restrictive covenants shall in no way operate in violation of the law to restrict ownership by said heirs of said Lot or Living Unit provided, however, that said heir or heirs shall not occupy said Lot or Living Unit until he or she meet the qualifications of the Association, except that such owner shall, at all times, be subject to the Covenants and Restrictions, the By Laws and Rules and Regulations of the Association.

ARTICLE VII PARTY WALLS

Section 1. General Rules of Law to Apply

Each wall which is built as part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and to the extent not inconsistent with the provisions of this Article, the general rules of law regarding the party walls and of ability for property damage due to negligent or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance

The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty

If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger

contribution from the others under any rule of law regarding the liability for negligent or willful acts or omissions.

Section 4. Weatherproofing

Notwithstanding any provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land

The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration

In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision of a majority of all the arbitrators shall be final and conclusive of the question involved.

ARTICLE VIII AREAS OF MAINTENANCE

Section 1. Areas of Maintenance

In addition to maintenance upon the Common Properties and Facilities, the Association shall provide exterior maintenance upon each Lot and Living Unit, its grounds, walks, driveways, etc., (on standard improvements only as originally provided by Developer) which is subject to assessment under Article V hereof. The nature and extent of such maintenance shall at all times be determined by the Board of Trustees.

Section 2. Assessment of Cost

The cost of such exterior maintenance shall be assessed against each Living Unit and shall be part of the annual maintenance assessment or charge to which such Living Unit is subject under Article V hereof, and as part of such annual assessment or charge, it shall be a lien and obligation of the Owner and shall become due and payable in all respects as provided in Article V hereof. The election of any owner not to avail himself of any or all of the services and maintenance provided by the Association, shall not exempt him from the obligation to pay the assessments.

Section 3. Access at Reasonable Hours

For the purpose solely of performing the exterior maintenance required by this Article, the Association, through its duly authorized agents or employees shall have the right, to enter upon any lot or exterior of any Living Unit at reasonable hours on any day. Developer retains an easement of ingress and egress over all the "Properties" for so long as it owns any part of the land described herein only for construction, repair, emergency matters, or by governmental order or requirement.

ARTICLE IX CONTROL COMMITTEE

Section 1. (a) Architecture and Construction

No building, fence, wall, walkways, excavation or grading operation, or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing by a Committee appointed by the Board of Trustees.

(b) Modification of Provisions of the Declaration

The committee may amend, modify, delete, supplement, alter or grant relief from the provisions of Article X of this Declaration provided it is determined by the Committee in its sole discretion that the same is in furtherance of the objective of the Sea View Village. Notwithstanding the foregoing, there shall be no amendment or change made to the Declaration of Covenants and Restrictions, By Laws which would affect zoning, site plan consideration or any other item which is within the jurisdiction or right of review by the Brick Township Planning Board or any other municipal agency without first obtaining approval, in writing, by said Planning Board or any other municipal agency.

ARTICLE X RESTRICTIONS

All lot, and/or Living Unit Owners, as well as all members, guests, residents, occupants, lessees, etc., in addition to any other obligation, duty right and limitation imposed upon them by this Declaration, the Articles of Incorporation, By Laws of the Association, and Rules and Regulations that may be promulgated by the Association, shall be subject to and agree to abide by the following restrictive covenants which shall be

applicable to all lot and/or Living Unit Owner occupants, guests, invitees, tenants, residents, and lessees, etc., to wit:

Section 1. No Living Unit shall be used for any purpose than as and for a single family residence or dwelling.

Section 2. No exterior radio or electronic antenna or aerial shall be erected, maintained or operated upon any of the lots or buildings or structures located thereon, and the erection, maintenance or operation of any of the same is prohibited except as required by the master Antenna Television System.

Section 3. No signs of any nature whatsoever shall be erected or displayed upon any of the property, except when express prior written approval of the Board of the size, shape, content, and location thereof has been obtained from the Association. Excepted from this provision, are signs used by the developer during the construction and sales period.

Section 4. No clothing, bedding, or other similar items, shall be dried or aired in any outdoor area.

Section 5. Livestock and Poultry. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept providing that they are not kept, bred or maintained for any commercial purpose. There shall be no more than 2 dogs or 2 cats in any Living Unit.

Section 6. Water Supply. No individual water supply system shall be permitted on any lot except as may be required of Developer.

Section 7. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved. The Developer hereby reserves an easement in, over, under and across all streets, public areas, and community property areas as maybe shown on any filed map of the property for the purpose of maintaining utility services thereon, together with the right to transfer their right in such easements to any third party or corporation who may provide such utilities and services, and to maintain the same, and over the front and rear 10 feet of each lot and 5 feet along each side line.

Section 8. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as residence either temporarily or permanently, and all such trailers, campers and motor homes shall be stored in the area provided therefor.

Section 9. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring oil or natural gas shall be erected, maintained or permitted upon any lot.

Section 10. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish, Trash, garbage or other waste shall not be kept except in sanitary containers. Any builder, contractor or other person doing work on or about any unit or common area shall endeavor to clean up all rubbish at the conclusion of each work day.

Section 11. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 12. Sewage Disposal. No individual sewage-disposal system shall be permitted on any lot.

Section 13. No fences or hedges shall be permitted on the grounds of any living unit except as approved in writing by the Committee.

Section 14. No lot owner, member, guest, lessee, resident, occupant, invitee, etc., shall commence any digging or earth moving or regarding operations of any nature whatsoever without first obtaining permission of the control committee. This section is intended as a protection against inadvertent disruption of underground services and creation of a nuisance to adjoining property owners.

Section 15. No one bedroom unit shall be permanently occupied by more than two (2) individuals, and no two bedroom unit shall be permanently occupied at any time by more than four (4) individuals except as otherwise provided herein.

Section 16. Owners, members, guests, lessees, residents, occupants, invitees, etc., shall only be permitted to have visitor occupants of any age for up to four weeks during any six month period, commencing on January 1, or July 1 of any year, or a maximum of six weeks in any twelve month period, provided that at no time shall any one bedroom unit be occupied by more than five individuals, nor any two bedroom unit by more than six individuals. No person under the age of 18 may be a permanent resident.

Section 17. The parking or storage of automobiles except upon paved areas is prohibited. The overnight parking or storage of trucks or commercial vehicles is prohibited. The parking or storage of camping vehicles, boats and boat trailers upon any of the foregoing described lands is prohibited, except in a designated area. .

PUBLIC OFFERING STATEMENT

For the planned residential retirement community known as

SEA VIEW VILLAGE

located in the Township of Brick, Ocean County, New Jersey, and comprising Lots 2. and 3 in Block 377, as indicated on the Official Tax Map of the Township of Brick, and shown on Tax Map Sheet No. 29.

Developer is:

BLUFF VIEW, INC.,
a New Jersey corporation,

having its principal office at

909 Cedar Bridge Avenue
Township of Brick, Ocean County
New Jersey.

This Offering Statement is effective July 25, 1980.

THIS PUBLIC OFFERING STATEMENT IS FOR INFORMATIONAL PURPOSES ONLY. PURCHASERS SHOULD ASCERTAIN FOR THEMSELVES THAT THE PROPERTY OFFERED MEETS THEIR PERSONAL REQUIREMENTS. THE NEW JERSEY DIVISION OF HOUSING HAS NEITHER APPROVED NOR DISAPPROVED THE MERITS OF THIS OFFERING. BE SURE TO READ CAREFULLY ALL DOCUMENTS BEFORE YOU SIGN THEM.

ARTICLE XI MANAGEMENT CONTRACTS

Any contract or agreement affecting the use, maintenance, management or access of the common elements and facilities entered into between the Developer and itself, or a company owned, operated or controlled by the Developer or in which it has a financial interest prior to the Owners being entitled to elect a majority of the members of the board, shall not be entered into for a period in excess of one year. Such contracts or agreements shall not be renewed for periods in excess of one year and the Association may, at the expiration of any one year period, terminate any further renewals or extensions thereof.

ARTICLE XII GENERAL PROVISIONS

Section 1. All property owners shall automatically be members of the Association provided they qualify under Article III, Section 1 of this document, and shall thereupon be subject to its By Laws and Rules and Regulations. Ownership of a Living Unit, and/or membership in the Association shall give the benefits and privileges as well as the duties and obligations as defined in other provisions of this Declaration. No property owner shall have the right to terminate his membership in the Association, except by sale or transfer of the Living Unit or by written consent of the Association. Membership in the Association is non-transferable, and any attempt to transfer shall be null and void.

Section 2. Duration

The covenants and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for the term of ten (10) years from the date this Declaration is recorded, after which time, said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then Owners of two-third of the Living Units has been recorded, agreeing to change said covenants and restrictions in whole or in part, provided, however, that no such agreement to change shall be effective unless made and recorded thirty days in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every Owner at least thirty (30) days in advance of any action taken.

Section 3. Notices

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

Section 4. Enforcement

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

Section 5. Severability

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

IN WITNESS WHEREOF, said Declarant has caused this instrument to be executed by its corporate name, by its proper corporate officers, its corporate seal affixed, the day and year first above written.

BLUFF VIEW, INC.

ATTEST:

Secretary

STATE OF NEW JERSEY

COUNTY OF OCEAN

BE IT REMEMBERED, that on this day of , 1980, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared , who being by me duly sworn on his oath, doth depose and make proof to my satisfaction, that he is the Secretary of BLUFF VIEW, INC., the corporation named in the within instrument; that 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 and the seal affixed to this instrument is such corporate seal and was thereto affixed, and said instrument signed and delivered by said President, as and for his voluntary act and deed of said corporation, in the presence of said deponent, who thereupon subscribed his name as attesting witness.

Secretary
Sworn and subscribed to -

before me, this ,
day of 1980. .
Notary Public of New Jersey