

PREAMBLE

DECLARATION made March 29, 1968 by LEVITT AND SONS, INCORPORATED, a New York Corporation with its principal office at Lakeville Road, Lake Success, New York hereinafter called "Company".

WHEREAS, the Company is the owner of certain land in the Township of Manalapan, Monmouth County, New Jersey, subdivided as shown on Subdivision Map of "Monmouth Heights", Section 7, filed in the office of the County Clerk of Monmouth County, New Jersey on January 10, 1967 in Case No. 86; Sheet No. 7; and

WHEREAS, it is the Company's intention that the aforesaid land shall be developed as a planned suburban residential community;

DECLARATION AND TERM

NOW THEREFORE, the Company declares that the aforesaid land is held and shall be conveyed by it subject to

(a) the following covenants and restrictions which shall run with the land until December 31, 1999 after which time they shall be automatically extended for successive periods of ten years each unless an instrument, signed by the then owners of a majority of all the lots shown on the aforesaid map, agreeing to change such covenants and restrictions in whole or in part, shall have been recorded;

(b) the easements referred to in paragraph 12 hereof, which shall be perpetual in duration.

The following covenants, restrictions and easements shall apply to all of the lots on the aforesaid map:

USES AND STRUCTURES

1. (a) No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not exceeding two and one-half (2-1/2) stories in height and a private garage or carport for not more than three cars. No motor vehicle other than of a private passenger type shall be parked or stored outdoors on any lot except in the rear yard where it shall be enclosed by a fence or screen. No detached garage, carport or accessory building may be erected or permitted to remain on any lot.

(b) An attached addition to the dwelling may be erected but only on condition that it shall not project beyond the rear wall of the dwelling or structure as originally constructed by the Company and upon the further conditions set forth in paragraph 2 hereof.

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(c) Private swimming pools may be constructed or erected on any lot provided that they are situated in the rear yard only, and provided further that no portion of any such pool or its appurtenances, including its fence, shall be closer to the side lot lines than the minimum distances required by local ordinance for a principal building on such lot, nor less than ten (10) feet from the rear lot line.

(d) No dwelling or any part thereof shall be used for any purpose except as a private dwelling for one family or as a professional office of a physician, dentist, chiropractor, chiropractor, optometrist, attorney, accountant, architect or engineer; nor shall any business of any kind be conducted therein. No business or trade of any kind or noxious or offensive activity shall be carried on upon any lot, within or without the dwelling, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No trailer, tent, shack or other such structure shall be located, erected or used on any lot, temporarily or permanently.

(e) No radio, television or similar tower or antenna shall be erected on any lot or attached to any dwelling, except for one television or radio receiving antenna which must be attached to the dwelling.

**ALTERATIONS
AND ADDITIONS**

2. No building, structure, dwelling, garage, carport or breezeway shall be erected, nor shall any alteration or addition to or repainting of the exterior thereof be made, unless it shall conform in architecture, material and color to the dwelling as originally constructed by the Company.

**COST AND SIZE
OF DWELLING**

3. No dwelling shall be erected on any lot at a cost of less than \$18,000.00 based upon cost levels prevailing on the date this Declaration is recorded, it being the intent and purpose of this covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same as or better than that which can be produced on the date this Declaration is recorded at the minimum cost stated herein for the maximum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches, patios, terraces and carports, shall be not less than 1,400 square feet for a one-story dwelling, nor less than 800 square feet for a dwelling more than one story.

**DRILLING
AND
MINING**

4. 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, pits, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in the production of oil or natural gas shall be erected, maintained or permitted on any lot.

ANIMALS

5. No animals, livestock, or poultry of any kind shall be raised, bred, or kept in any house or on any lot, except that not more than two (2) dogs, cats or other domesticated household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

GARBAGE
AND
RUBBISH

6. Garbage or rubbish shall not be dumped or allowed to remain on any lot. If contained in a closed metal receptacle, it may be placed outside the dwelling for collection, in accordance with the regulations of the collecting agency.

7. No cesspool, septic tank or other individual or privately-owned sewage disposal system shall be installed or permitted on any lot.

8. (a) A fabricated fence may be erected only in the rear yard and shall not exceed four (4) feet in height, except that a fence or wall of brick, stone or wood, not exceeding six (6) feet in height, may be constructed in the rear yard on condition that it shall not project beyond either side wall, nor more than twenty (20) feet beyond the rear wall, of the dwelling or structure as originally erected by the Company, and provided that no portion of such fence or wall shall be closer to the rear or side lot lines than the minimum distances respectively required by local ordinances for a principal building on such lot.

(b) No fence shall be fabricated, constructed or built of any material other than wood, wire (11 gauge or heavier), brick, stone or masonry. The following fences and fencing materials are specifically prohibited: barbed wire fences, sharp-pointed fences, electrically-charged fences, temporary fences (such as snow fences, expandable fences and collapsible fences).

(c) Anything herein to the contrary notwithstanding, fences required around swimming pools shall comply with applicable statutes and ordinances.

(d) Hedge, shrub or other growing fences shall not be permitted to grow to a height in excess of three (3) feet either in front yards or, in the case of corner lots, in the side yard that abuts on a street; and shall not exceed five (5) feet elsewhere, except as provided for in paragraph 11 relating to protective screening areas.

LAUNDRY
LINES

9. All laundry poles and lines outside of houses are prohibited except that one portable laundry dryer, not more than seven (7) feet high, may be used in the rear yard of each house on days other than Saturdays, Sundays and legal holidays; and such dryer shall be removed from the outside when not in actual use.

LAWN MOWING

10. Lawns shall be mowed and weeds removed at least once a week between April 15th and November 15th of each year.

**PROTECTIVE
SCREENING**

11. (a) Protective screening areas are established as follows:

On all corner lots, in an area along a diagonal line between two points each approximately fifteen (15) feet back from the point of intersection of the two street lines.

(b) (1) Wherever in any such screening area on any lot, the Company has planted or may hereafter plant screening material, the owner shall maintain such material at his own expense in accordance with good landscaping practice, and shall not remove any part thereof. If any of such planting dies or is destroyed the owner shall forthwith replace same with planting of the same kind and size or with evergreens of at least comparable height and density. No building or structure shall be placed or allowed to remain in any such screening area nor shall vehicular access be permitted thereover other than for the purpose of installing, maintaining or utilizing the easements referred to in paragraph 12.

(2) Wherever the Company has erected or may hereafter erect a fence on any lot the owner shall maintain such fence intact and shall not remove any part thereof; and if damaged or destroyed the owner shall repair or replace same with fencing of the same size and style. However, such fence may be removed at such time as dense evergreen planting has been established, at least six (6) feet high, along the entire length of the fence line, provided that such planting is maintained in accordance with subparagraph (b) (1) hereof.

EASEMENTS

12. (a) Perpetual easements for the installation, construction, reconstruction, maintenance, repair, operation and inspection of sewer, water and drainage facilities, for the benefit

of the adjoining landowners and/or the company, authority, commission, municipality or other agency supplying sewer, water and/or drainage facilities, are reserved as shown on the aforesaid subdivision map; also, easements in general in and over each lot for the installation of electric, gas and telephone facilities. No building, fence, or other structure shall be erected, nor any paving laid, nor any filling or excavation done, nor any boat or other property stored within the easement areas occupied by such facilities.

(b) The Company, and its successors and assigns, shall at all times have the right of ingress and egress over the aforesaid easements, and a right of way for the purpose of installing, constructing, reconstructing, maintaining, repairing, operating and inspecting any such sewer, water, drainage, electric, gas and telephone facilities within such easement and right of way areas, along the lines designated for such purposes on the aforesaid map, and shall also have an easement and right of way in general in and over each lot for access to such easement areas and the facilities located therein, and for installing, operating, maintaining, repairing, inspecting and reading any meters appurtenant to such facilities.

VIOLATIONS

13. Violation of any covenant or restriction may be remedied by the Company, and the expense thereof shall be chargeable to the then owner of the lot and be payable forthwith upon demand. The foregoing shall be alternative or in addition to the enforcement provisions of paragraph 14.

ENFORCEMENT

14. Enforcement shall be by proceeding at law or in equity, brought by the Company, its successors and assigns, or by the owner of any lot, against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages or both.

SEVERABILITY

15. Invalidation of any of the aforesaid covenants and restrictions by judgment or court order shall in no way affect any of the other covenants which shall remain in full force and effect.

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

LEVITT AND SONS, INCORPORATED

By: Joel L. Carr
Joel L. Carr, Vice President

ATTEST:

Florence L. Goodman
Assistant Secretary
Florence L. Goodman