

DECLARATION OF COVENANTS, CASEMENTS AND RESTRICTIONS

OF

THE VINEYARDS OF GREENTREE COMMUNITY ASSOCIATION

THIS DECLARATION, made this 14th day of August, 1985, by VINGL/TRAINO CONSTRUCTION CO., INC., a New Jersey Corporation, having an office at 651 Centerton Road, Moorestown, New Jersey, hereinafter referred to as the "DECLARANT".

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property In Evesham Township, Burlington County, State of New Jersey, Which presently consists of approximately 38.4 acres of land Together with certain improvements thereon and which is more Particularly described in Exhibits C and D attached hereto and Made a part hereof (herein referred to as the "Entire Tract");

WHEREAS, the Declarant proposes to develop a residential Townhouse Community upon the Entire Tract, or a portion thereof, which is to be known as "The Vineyards of Greentree Community Association" (herein the "Community") and is intended To ultimately contain up to 177 Townhouses, together with recreation facilities, streets, roads, buildings and other structures For the benefit of the Community and its residents and which is

Shown more particularly in Exhibit D attached hereto and made a Part hereof; and WHEREAS, Declarant intends to initially develop and Submit to the provisions of this Declaration that portion of the Entire Tract shown on the Survey Map and Site Plan for The Vineyards of Greentree Community, Phase I as is more particularly Described in Exhibits A and B hereof and hereafter hereby re-Serves the right to develop and submit to this Declaration, in Accordance with its terms, those portions of the Entire Tract shown as Phases II And III on Exhibit D hereof (with any and all such portions of the Entire Tract Now or hereafter submitted to this Declaration being hereafter referred to as-the “Property”); and

WHEREAS, Declarant desires to provide for the preservation and Maintenance of the Townhouses and Recreation Facilities to be constructed upon t The Property and for other land and improvements within and upon the Property, And to this end, desires to subject the Property, hereinbefore described, to the Covenants, conditions, restrictions, easements, assessments, obligations, charges and Liens, hereinafter set forth, each and all of which is and hereby are declared to Be for the purpose of protecting the value and desirability of the Property, for The benefit of said Property and each and every Owner of any and all portions Thereof; and

WHERAS, Declarant has deemed it advisable to create an agency to which Shall be delegated and assigned the power and authority (i) to administer and Enforce the covenants and restrictions governing the Property; (ii) to collect and

Disburse all assessments and charges deemed necessary for such maintenance, Administration and enforcement; (iii) to operate and maintain all recreational and Common facilities and other Common Property within the Community which are To be owned by the Community Association; and (iv) to perform such other Services as may be deemed desirable to benefit its residents all as hereinafter Provided; and

WHEREAS, Declarant has incorporated or will cause to be incorporated Under the laws of the State of New Jersey, a nonprofit corporation known or to Be known as THE VINEYARDS OF GREENTREE COMMUNITY ASSOCIATION, (hereinafter “the Community Association”) as the agency to Perform the functions aforesaid, all of which are hereinafter more fully set forth; And

WHEREAS, the Declarant intends to construct a recreation center and Certain other recreational facilities to be located within the Community, and To convey title to same to the Community Association.

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

ARTICLE I

Definitions

The following words and terms, when used in this Declaration or any Supplemental Declaration (unless the context clearly shall indicate otherwise) shall

Have the following meanings:

(a) “Architectural Review” shall mean the Committee established by the Board pursuant to Article IX of the By-Laws to regulate the exterior design, Appearance, use and maintenance of the Community in accordance with records And guidelines containe in the Declaration, By-Laws or Rules and Regulations or As otherwise adopted by the Board.

(b) “Articles of Incorporation” shall mean and refer to the Articles of Incorporation of The Vineyards of Greentree Community Association, a copy of Which is attached hereto and made a part hereof as Exhibit E, together with any And all amendments thereto.

(c) “Board” or “Board of Trustees” shall mean, refer to and be the same as a Board of Directors as set forth in Title 15, Chapter 1, et seq. of the New Jersey Statutes Annotated.

(d) “Building” shall mean and refer to any structure containing one or more Townhouses.

(e) “By-Laws” shall mean and refer to the By-Laws of the Community Association, a copy of which is attached hereto and made a part hereof as Exhibit F, together with all amendments thereto.

(f) “Common Property” shall mean and refer to the Recreation Facilities located within The Vineyards of Greentree Community which are shown on the Overall Survey Map and Site Plan of The Vineyards of Greentree Community, Which appears as Exhibit D hereto, together with all recreational facilities, Interior streets (including bicycle paths) and other improvements owned or to

Be owned by the Community Association.

(g) “Community” shall mean and refer to any portion of the Entire Tract which has been subject to or which Declarant ultimately subjects to the provisions of this Declaration.

(h) “Declarant” shall mean and refer to the developer, Vingl/Traino Construction Co., Inc., a New Jersey corporation, its successors assigns.

(i) “Declaration” shall mean and refer to this Declaration of Covenants, Easements and Restrictions and all Exhibits hereto, as same may now or hereafter Be amended or supplements.

(j) “Entire Tract” shall mean and refer to the lands described in Exhibits C and D hereof and which may ultimately be lawfully subjected to the provisions Of this Declaration.

(k) “Community Association” or “Association” shall mean and refer to THE VINEYARDS OF GREENTREE COMMUNITY ASSOCIATION, a New Jersey non-profit Corporation, its successors and assigns.

(l) “Common Expenses” shall mean all expenses including reserves incurred by or assessed by the Community Association or its Trustees, officers, agencies or employees in the performance of their responsibilities, duties or powers.

(m) “Institutional Lender” shall mean and refer to the Declarant, any bank, mortgage banker, savings and loan association or other financial institution or pension fund, which is the record owner of a first mortgage lien which encumbers any Townhouse.

(n) "Member" shall mean and refer to all those Owners of Townhouses who are Members of the Community Association as provided in the Articles of Incorporation.

(o) "Owner" or "Townhouse Owner", shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Townhouse, excluding Declarant.

(p) "Permitted First Mortgage" shall mean and refer to any first mortgage lien encumbering a Townhouse held by an Institutional Lender or which is a purchase money mortgage held by the Developer or by the Seller of a Townhouse.

(p) "Property" shall mean and refer to those real property premises more fully described and shown in and on Exhibits A and B hereof, together with the lands and premises shown in and on Exhibits C and D hereof, which may hereafter be lawfully subjected to the provisions of this Declaration pursuant to Section 5 of Article V hereof or otherwise.

® "Townhouse" shall mean and refer to any individual dwelling unit within the Community.

ARTICLE II

Property Subject to This Declaration

The Property, including every Townhouse, and all Common Property now or hereafter expressly subjected to this Declaration, is, and Shall be, held, transferred, sold, conveyed, leased and occupied, subject To this Declaration and all amendments or supplements hereto. The

Community will initially contain fifty two (52) Townhouses comprising Phase I and Perhaps as many as one hundred seventy-seven (177) total Townhouses. The fifty-Two (52) Townhouses in Phase I will be arranged as shown on Exhibit "B", With parking areas, interior roadways and other improvements.

THE DECLARANT SHALL HAVE NO OBLIGATION TO COMPLETE ANYTHING MORE THAN PHASE I. HOWEVER, ONCE THE DECLARANT EXECUTES AN AGREEMENT OF SALE FOR THE SALE OF A TOWNHOUSE IN A SUBSEQUENT PHASE, THE DECLARANT SHALL BE OBLIGATED TO AMEND THIS DECLARATION AS HEREINAFTER SET FORTH TO SUBMIT THAT PARTICULAR PHASE TO THE PROVISIONS OF THIS DECLARATION AND TO COMPLETE ALL OF THAT PARTICULAR PHASE.

ARTICLE III

Property Rights in the Property

Section 1. Member's Easements of Enjoyment. Subject to the provisions of This Declaration, the Articles of Incorporation, the By-Laws and the Rules and Regulations of the Community association, every Member shall have a right and Easement of enjoyment in and to the Common Property and such easement of Enjoyment in and to the Common Property and such easement shall be Appurtenant to and shall pass with the title to every Townhouse.

Section 2. Title to Common Property. Declarant may retain the legal Title to the whole or portions of the Common Property until such time as It is ready to convey the first Townhouse within The Vineyards of Greentree

Community, Phase I, prior to which it must convey all Common Property located Within Phase I and all Recreational facilities located within Phase II to the Community Association. The balance of Common Property located within Phases II and III, including interior streets, paths and other improvements, shall Be so conveyed prior to the conveyance of the first Townhouse in the Respective Phases II and III. Declarant hereby covenants for itself, its Successors and assigns, that it shall convey its entire interest in the Common Property as aforesaid, to the Community Association without consideration and Free and clear of all liens and encumbrances except those established by This Declaration. The cost for maintenance, operation and administration Of the Common Property, including insurance premiums and the proportionate Allocation of real estate taxes thereupon shall become a Common Expense of The Community Association. The Community Association shall be obligated to Accept such conveyance(s) and shall properly maintain the Common Property in Accordance with this Declaration and the By-Laws.

Section 3. Extent of Members' Easements. The Property and rights and Easements of enjoyment created hereby shall be subject to the following Easements.

(a) Every Townhouse Owner shall have a perpetual and nonexclusive Easement in, over and through the conveyed Common Property and to use the Roads, walks and other common facilities therein, subject to the right of the Community Association as provided in the By-Laws to promulgate rules and Regulations for the use and the enjoyment of the Common Property or to

Suspend the enjoyment of the Common Property and voting rights of any Member For any period during which any assessment, interest or penalty charge (herein Sometimes collectively referred to as “assessment”) remains unpaid, or for any Period during which any assessment or a breach of the rules and regulations of The Community Association shall not constitute a waiver or discharge of Member’s Obligation to pay the assessment. When any Townhouse is not owner occupied, Such easement shall be solely for the benefit of the permanent occupants Thereof and their guests, and not the owner or his invitee; and

(b) The right of the Community Association to charge admission and other Fees for the use of the Common Property, provided, however, that during the Period of control of the Community Association by Declarant , no fees may be Charged for the general use of the Common Property without the consent of at Least 66 2/3% of the resident members; and

© The right of the Community Association to dedicate or transfer all or any part of the Common Property to any municipal, County, State, Federal or other public agency, authority, or utility, for such purposes and subject to such conditions as may be agreed upon by the Members, provided that no such dedication, transfer, or determination as to the purposes of or as to the conditions of such dedication, transfer and determination as to purposes and conditions thereof shall be authorized by the vote in person or by proxy of two-thirds (2/3) of the aggregate votes held by all Members of the Community Association in good standing, and unless written notice of the proposed resolution authorizing such action is sent to every Member at least sixty (60) days in advance of the

scheduled meeting, at which such action is to be taken. A true copy of such resolution together with a certificate of a result of the vote taken thereon shall be made and acknowledged by the President or Vice President and Secretary or Assistant Secretary of the Community Association, and such certificate shall be Annexed to any instrument of dedication or transfer affecting the Common Property, prior to the recording thereof in the Office of the Burlington County Clerk. Such certificate shall be conclusive evidence of authorization by the Membership; and

(c) The following easements all of which are hereby reserved for the Declarant, its successors and assigns:

(1) A blanket and non-exclusive easement in, upon, over, under, Through and across the Common Property for as long as the said Declarant, Its successors and assigns, shall be engaged in the construction, development And sale of Townhouses within the Community, which easement shall be For the purpose of construction, installation, maintenance and repair of Existing and future Buildings and appurtenances thereto, whether located Upon the Property or elsewhere within the Community, for ingress and Egress to all Townhouses and for the use of all roadways parking areas, Walkways, existing and future model Townhouses and Common Property For sales promotion and exhibition. In addition, Declarant, hereby reserves The irrevocable right to enter into, upon, over or under any Townhouse for A period of one (1) year after the date of delivery of the Deed for such Purposes as may be reasonably necessary for the Declarant or its agents

To complete the Community or service any Townhouse therein, provided that Requests for entry are made in advance and that such entry is at a time Reasonably convenient to the Owners. In case of an emergency, such Right of entry shall be immediate whether the Owner is present at the Time or not.

(2) A blanket and non-exclusive easement in, upon, over, under, Across and through the Property for the purpose of installation, maintenance, Repair and replacement of (i) all sewer, water, power and telephone, pipes Lines, mains, conduits, meters, poles, transformers, master television antennas Or cable television facilities and any and all other equipment or machinery Necessary or incidental to the proper functioning of any utility systems Serving the Property; or (ii) any other improvements thereto, including the Right of ingress and egress, which easements shall be for the benefit of (a) Declarant for so long as Declarant, its successors and assigns shall be Engaged in the construction, development and sale of Townhouses on the Property; and (b) the Community Association on a perpetual basis in Connection with the proper discharge of its responsibilities with respect To the Townhouses or Common Property. Should any governmental agency or Utility company furnishing one of the foregoing services hereafter request a Specific easement by a separate recordable instrument in connection with the Furnishing of any such services, the Board of Trustees of the Community Association shall have the right to grant such easement, without payment of Any consideration, provided that it does not materially impair the rights

Of any Owner.

(d) A blanket perpetual and non-exclusive easement of unobstructed ingress And egress in, upon, over, across, and through the Property is hereby Established for the Township of Evesham and the Community Association, Their respective officers, agents and employees and for all policemen, Firemen and ambulance personnel in the proper performance of their Respective duties; and

(e) Every Townhouse Owner shall also have:

(1) A perpetual and non-exclusive easement for the Existence and continuance of any encroachment by his Townhouse upon any Adjoining Townhouse now existing or which may come into existence hereafter As a result of construction, repair, shifting, settlement, movement of any portion Of a Building or a Townhouse, or as a result of condemnation or eminent Domain proceedings, so that any such encroachment may remain undisturbed So long as the Building stands.

(2) A perpetual non-exclusive easement for ingress and egress to his Townhouse or parking space in, upon, under, over, across and through (i) the Common driveways and walkways; or (ii) the Common Property all as may be Reasonably required for such ingress and egress.

(3) A perpetual non-exclusive easement to use and maintain all Pipes, wires, ducts, cables, conduits, public utility lines and other common Facilities located on any portion of the Property which serve an individual Owner(s). The Community Association or its representative shall have the right

Of access to each Townhouse to inspect same in order to correct any Conditions threatening another Townhouse or violating any provision set Forth in the Declaration, the By-Laws or in any rule(s) or regulation(s) Promulgated by the Community Association, provided that requests for Entry are made in advance and that any such entry is at a time Reasonably convenient to the Owner. In case of an emergency, such Right of entry shall be immediate, whether the Owner is present at the Time or not.

(f) Any Institutional Lender who is the owner of a mortgage which Encumbers any Townhouse, its officers, agents, and employees, shall have a Blanket, perpetual and non-exclusive easement to enter the Property or any Part thereof to inspect the condition and repair of same. This right shall be Exercised only during reasonable daylight hours, and then, whenever practicable, Only after advance notice to and with the permission of the Community Association; and

(g) Any utility company or entity furnishing utility service, Including master or cable television, to the Property, its agents and employees Shall have a blanket, perpetual and non-exclusive easement to enter the Property, or any part thereof, in order to read meters, service or repair Utility lines and equipment and do everything and anything else necessary In order to properly maintain and furnish utility service to the Property And Townhouses; and

(h) The Declarant and Owners, their successors and assigns shall have

A blanket perpetual and nonexclusive easement in common in, upon, over, under, Across and through the Property for surface water runoff and drainage caused by Natural forces and elements, grading, and/or the improvements located upon the Property. No individual Owner shall directly or indirectly interfere with or Alter the drainage and runoff patterns and systems within the Property.

Section 4. Restrictions Applicable to the Property.

In order to preserve the character of the Community as a residential community And for the protection of the value of the Townhouses therein, the Declarant Declares that the Property shall be subject to all covenants, easements and Restrictions of record, to all applicable restrictions in the Evesham Township Zoning Ordinance and to the following restrictions and Covenants, all of which shall be perpetual in nature and run with the land:

(a) No Townhouse, except those owned by the Declarant or the Community Association, and used by the Declarant for sales, Administration, construction, maintenance or similar purposes, shall Be used for any purpose other than as a private residence. Further, The Common Property shall not be utilized for any residential or Commercial purpose not expressly permitted by this Declaration.

(b) There shall be no obstruction of access to any Common Property.

© No Owner or occupant shall build, plant, or maintain any matter or thing upon, in, over or under the Common Property without the prior written consent of the Architectural Review Committee.

(c) Subject to the provisions of Article IX of the By-Laws: each Owner Shall promptly furnish, perform and be responsible for, at his own expense, the Repair, maintenance, replacement and decoration of his own Townhouse, Provided, however, that the Community Association, its agents and employees May effect emergency or other necessary repairs which the Owner has failed To perform and charge the cost of same to the Owner(s) involved.

(d) Nothing shall be done or kept in any Townhouse which will Increase the rates of insurance of the Building(s) or the contents thereof Beyond the rates applicable for residential Townhouses, without the prior Written consent of the Board. No Owner shall permit anything to be done Or kept in his Townhouse or in upon the Common Property which will result in The cancellation of insurance on any of the Buildings or the contents thereof, or Which will be in violation of any law.

(e) No clothes, sheets, blankets, laundry of kind or any other articles Shall be hung out or exposed on any part of the Property nor shall anything Be hung, painted or displayed on the outside of the windows or placed on The outside walls or outside surfaces of doors of any of the Buildings and No signs, awnings, canopies, shutters or antennas (except for those heretofore Or hereinafter installed by Declarant) shall be affixed or placed upon the Exterior walls or roofs or any part thereof, nor relocated or extended, without The prior written consent of the Architectural Review Committee. Television or radio antennas are not permitted under any circumstances. The display or use of items visible in the interior of any Building from the

Exterior thereof shall be subject to the Rules and Regulations of the Community Association. Notwithstanding the foregoing, the Declarant shall have the right to Display signs for promotional, sales, exhibit, and administrative purposes upon any Portion of the Common Property or within any Townhouse owned by it until The last Townhouse within the Property is sold and conveyed. Until sale of The last unit by Developer Owners shall not cause or permit any signs to be Displayed on the Property or Townhouse including but not limited to the Windows of the Townhouse, advertising the sale of lease of their Townhouses Or for any other purpose which is not permitted by the Rules and Regulations Of the Community Association.

(f) No obnoxious or offensive activities shall be carried on, in or upon The Property or in any Townhouse nor shall anything be done therein either Willfully or negligently which may be or become an annoyance or nuisance To the other residents or which interferes with the peaceful possession and Proper use of the Property by its residents. All valid laws, zoning ordinances and Regulations of all governmental bodies having jurisdiction over the Property shall Be observed.

(g) Nothing shall be done to any Townhouse which will impair the Structural integrity of any Building or which will structurally change a Building. No Owner (other than the Declarant) may make any structural Additions, alterations or improvements in or to his Townhouse without the Prior written approval of the Architectural Review Committee or impair any Easement without the prior written consent of the Architectural Review

Committee subject to the right of appeal to the Board of Trustees as provided by Article IX of the By-Laws. The Committee shall have the obligation to answer Any written request received from an Owner for approval of a proposed structural Addition, alteration or improvement to his Townhouse within forty-five (45) days after the receipt of such request. In the event the Committee fails to take any action within the aforesaid Forty-five (45) days, then such Owner shall submit an additional written request To the Board of Trustees. If the Board fails to answer such second written Request within thirty (30) days after its receipt of same, such failure shall Constitute a consent to the proposal. Any application to any municipal Authority for a permit to make an addition, alteration or improvement in Or to any Townhouse must be reviewed by the Board, and, if approved, Shall be executed by the Board and may then be submitted by the Owner. Such approval, however, shall not result in liability on the part of the Association to any contractor, subcontractor or materialman on account of Such addition, alteration or improvement, or to any person having any claim For injury to person or damage to property arising therefrom . The Owner Shall furnish the Board with a copy of any such permit which he has Procured. The provisions of this subparagraph shall not apply to Townhouses Owned by the Developer until such Townhouses have been initially sold And conveyed by the Developer.

(h) No commercial vehicles may park over-night and no boats, Trailer, campers, mobile homes, or trucks may be parked on any part of the

Property except (i) in areas specifically designated for such purpose by Community Association; and (ii) for those vehicles temporarily on the Property for purposes of servicing the Property itself or one of the Townhouses. This restriction shall not apply to Declarant its employees, Agents, contractors or servants.

(i) No Townhouse shall be rented by the Owners thereof (except by the Declarant or an Institutional Lender in possession of such Townhouse following a default in a first mortgage, or foreclosure) or otherwise utilized for transient or hotel purposes, which shall be defined as “(i) rental for any period less than one year; or (ii) any rental if the occupants of the Townhouse are provided customary hotel services, such as room service for food and beverages, maid service, furnishing laundry and linen, and bellboy service”, provided however, that any Owner including Declarant, may rent a Townhouse for period of less than one year to a Contract purchaser, but in no event for transient or hotel purposes. No Owner may lease less than the entire Townhouse. Copies of all leases must be furnished to the Community Association prior to the commencement of the Term thereof. Other than the foregoing obligations, the Owners shall have the Right to lease same provided that said lease is made subject to all provisions of the Declaration, including, but not limited to, the By-Laws of the Community Association and the other documents referred to herein, including the right of Amendment reserved to Declarant therein and provided further that any failure of the lessee to fully comply with the terms and conditions of such documents

Shall constitute a default under the lease. No leasing shall, however, relieve an Owner from his obligations hereunder and he shall remain primarily responsible Therefore: In the event a tenant of a Townhouse fails to comply with the Provisions of this Declaration, the By-Laws or Rules and Regulations then, in Addition to all other remedies which it may have, the Community Association Shall notify the Owner of such violation(s) and demand that the same be remedied Through the Owner's efforts within thirty (30) days after such notice. If such Violation(s) is not remedied within said thirty (30) day period, then the Owner Shall immediately thereafter, at his won cost and expense, institute and diligently Prosecute an eviction action against his tenant on account of such violation(s). Such action shall not be compromised or settled without the prior written Consent of the Community Association. In the event the Owner fails to fulfill The foregoing obligation, then the Board shall have the right, but not The duty, to institute and prosecute such action as attorney-in-fact for the Owner and at the Owner's sole cost and expense, including all legal fees Incurred. Said costs and expenses shall be due and payable upon demand By the Community Association and shall be deemed to constitute a lien on The particular Townhouse involved, and collection thereof may be enforced By the Board in the same manner as the Board is entitled to enforce collection Of Common Expenses. By acceptance of a deed to a Townhouse, each and every Owner does thereby automatically and irrevocably name, constitute, appoint and Confirm the Board as his attorney-in-fact for the purposes described in this Subparagraph.

(j) The Board shall have the power to make such rules and regulations as May be necessary to carry out the intent of these restrictions and shall have the Right to bring lawsuits to enforce these restrictions and the rules and regulations Promulgated by it. The Board shall further have the right to levy fines for Violation of such restrictions and regulations provided that the fine for a single Violation may not, under any circumstances exceed \$100.00. For each day A violation continues after notice it shall be considered a separate violation. Any fine so levied is to be considered as an assessment to be levied against the Particular Owner involved, and collection may be enforced by the Board in The same manner as the Board is entitled to enforce collection of other Assessments. Fines may be levied against an Owner's tenant, and the Owner shall be jointly and severally liable with his tenant for the payment Of same. In the event the Board institutes legal action for collection of

Any fines, then the defendant(s) shall be responsible for payment of reasonable Attorney's fees of the Community Association plus interest and costs of suit.

(1) Each Owner shall have the right to mortgage or encumber his Townhouse provided that such mortgage or encumbrance is made to an Institution Lender, or is a purchase money mortgage made to the Declarant or to the seller Of an Townhouse.

(m) Declarant, for itself, its successors and assigns, shall have the right to

Use, without charge, an area of the Recreation Center for its sales and marketing Purposes with respect to Townhouses located or to be located within the Community, provided that such use shall not unduly interfere with the Recreation Center for the purposes for which it is reasonably intended. Such right continue Until all such Townhouses have been conveyed by the Declarant or until Expiration of twenty (20) years from the date of filing this Declaration Whichever event first occurs.

(n) In order to provide an orderly procedure in the case of title Transfers, and to assist in the maintenance of a current, up-to-date roster Of Owners, each Owner shall give the Secretary of the Association timely Notice of his intent to list his Townhouse for sale, and, upon closing of Title shall forthwith notify such Secretary of the names and home addresses Of the purchaser s.

(q) All floor areas within a Townhouse must be covered by padding, Carpeting, hardwood, area rugs, tile or linoleum of a size and quality reasonably Acceptable to the Association. The foregoing shall not be applicable to Townhouses owned by the Developer.

ARTICLE IV

Assessments

Section 1. Creation of the Lien. Every Owner by acceptance of a deed or Other conveyance for a Townhouse, whether or not it shall be so expressed in Any such deed or other conveyance, shall be deemed to covenant and agree To pay to the Community Association such sums, by way of annual or special

Common Expense assessments or charges as hereinafter more particularly Described. Each such assessment, together with such interest thereon, late Charges, and cost of collection thereof (including reasonable attorneys' fees) Shall be a continuing lien upon the Townhouse against which each such Assessment is made and shall also be the personal obligation of the Owner of such Townhouse at the time when the assessment fell due. Further, the Township of Evesham shall have a continuing lien against Each such Townhouse for its pro rata share of all real estate taxes due And payable to the Township of Evesham by the Community Association for Real estate taxes assessed against the Common Property. Such lien shall Be apportioned equally among all Townhouses and shall be enforceable By the Township of Evesham in the manner provided by law with respect To the real estate taxes assessed directly against each such Townhouse.

In the event that the Community Association shall at any time Fail to discharge its obligations to maintain any portion of the Property as Required by this Declaration, or to enforce the provisions hereof, The Township of Evesham shall have the right to so maintain the Property or To enforce such provisions in the place and stead of the Community Association. The assumption of such maintenance responsibility shall be in accordance with The procedures set forth in N.J.S.A. 40:55D-43(b). The cost of same shall be Assessed, enforced and collected in accordance with provisions of N.J.S.A. 40:55D-43©.

No Owner may waive or otherwise avoid liability for the aforesaid

Common Expenses by non-use of the Common Property, or otherwise.

Section 2. Purpose of Assessment. The annual assessments levied by The Community Association shall be used exclusively for promoting the Health, safety, pleasure and welfare of the Owners and for the costs and Expenses incident to the operation of the Community Association, including, Without limitation, lawn mowing and grounds care for all portions of the Common Property requiring same, the maintenance of services furnished by The Community Association, the repair and replacement of improvements On the Common Property, payment of all taxes and insurance premiums Required to be paid by the Community Association, and all costs and Expenses incidental to the operation and administration of the Community Association and its facilities and services.

Section 3. Amount of Annual Assessments. It shall be an affirmative Obligation of the Community Association and its Board to fix assessments in An amount sufficient to maintain the Common Property, to mow all lawns and Provide grounds care within the Common Property and to pay all taxes thereon.

Common Expenses will be allocated by the Board in accordance with Exhibit G appended hereto which is based upon each Townhouse Unit's Relative improved square footage as a proportionate share of the aggregate Improved square footage as a proportionate share of the aggregate improved Square footage of all Townhouses.

Anything to the contrary herein notwithstanding, no assessment shall be Made and no services shall be performed by the Community Association with

Respect to any Townhouse owned by Declarant for which a Certificate of Occupancy has not been issued by the Township of Evesham. In addition, The distribution of any proceeds from any insured casualty loss, eminent Domain proceeds from any insured casualty loss, eminent domain proceeding Affecting the Common Property of the Community Association or any Distribution of common surplus of the Community Association shall be distributed In accordance with the aforesaid Exhibit G.

The amount of monies for assessments deemed necessary by the Board To discharge the responsibility of the Board and the manner of expenditure Thereof, including but not limited to, the allocation thereof, shall be a matter For the sole discretion of the Board.

Section 4. Date of Commencement of Annual Assessments and Due Dates. The annual assessments provided for herein shall commence On the date fixed by the Board to be the date of commencement and Shall be due and payable on such dates and in such installments as may From time to time be prescribed by the Board.

Section 5. Special Assessments. In addition to the annual assessments Authorized by Section 3 of this Article, the Board 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 or reconstruction, Unexpected repair or replacement of a described capital improvement upon The Common Property, including the necessary furniture, fixtures, equipment and Other personal property related thereto, or for other lawful purposes, provided that

Any such special assessment shall be apportioned in the same manner as a Regular assessment and shall receive the assent of two-thirds (2/3) of all of The votes eligible to be cast by all of the Members, at a meeting duly called for This purpose, written notice of which shall be sent to Members at least thirty (30) days in advance and which notice shall set forth the purpose of the meeting. The due date(s) of any special assessment, or any installment(s) thereof, shall be fixed in the resolution authorization such special assessment.

While the sponsor maintains a majority of the Board of Directors, Shall make no additions, alterations, improvements or purchases not contemplated In this Offering which would necessitate a special assessment or a substantial Increase in the monthly assessment unless required by a government agency, Title insurance company, mortgage lender or in the event of an emergency.

Section 6. Subordination of the Lien to Mortgage. The lien of the Assessments provided for herein shall be subordinate to any lien for past Due and unpaid taxes and the lien of any first mortgage or mortgages held By an Institutional Lender now or hereafter placed upon any Townhouse; Provided, however, that such subordination shall apply only to the assessments Which have become due and payable prior to a sale or transfer of any such Townhouse pursuant to the judgment of foreclosure or a deed in lieu of Foreclosure. Such sale or transfer shall not relieve any such Townhouse From liability for any assessments thereafter becoming due, nor from the lien Of any such subsequent assessment.

If an Institutional Lender or other purchaser of a Townhouse obtains

Title to such Townhouse as a result of foreclosure of such first mortgage (or by A deed of conveyance in lieu thereof), such acquirer of title, his successors and Assigns shall not be liable for the assessments by the Community Association Pertaining to such Townhouses or chargeable to the former Owner thereof which Became due prior to acquisition of title as a result of the foreclosure.

Such unpaid sums shall be deemed to be Common Expenses collectible From all of the remaining Owners, including such acquirer, his successors And assigns.

Liens for unpaid assessments may be foreclosed by suit brought in The name of the Community Association in the same manner as a foregoing Exceptions, a suit to recover a money judgment for unpaid assessments may Be maintained against the record Owner of the Townhouse as of the effective Date of the assessment or against all subsequent record Owners thereof, without Waiving the lien securing same, all of which record Owners shall be jointly And severally liable with respect to same.

Section 7. List of Assessments, Notice of Assessment, Certificate as to Payment. The Board shall cause to be prepared, at least thirty (30) days in Advance of the due date of each annual or special assessment, a list of the Properties and the assessments applicable thereto, in alphabetical order, According to the names of the Owners thereof, which list shall be kept In the office of the Community Association and shall be open to inspection, Upon request, by any Owner of a Townhouse. Written notice of the assessments Shall be sent to every Owner subject thereto.

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

If an annual assessment is not made as required, an assessment Shall be presumed to have been made in the amount equal to one hundred And ten (110%) percent of the last prior year's assessment, and any Installments on such assessment shall be due upon each installment payment Date until changed by an amended assessment. In the event the annual assessment Proves to be insufficient, the budget and annual assessment may be amended at Any time by the Board, provided. That nothing herein shall serve to prohibit or Prevent the Board from imposing a lump sum assessment in the case of any Immediate need or emergency without the consent of the Owners.

Section 8. Acceleration of Assessment Installments and Other Remedies Of the Community Association. If an Owner shall be in default in the payment Of an installment upon an assessment, the Board may accelerate the remaining Installments of the assessment upon notice to the Owner, and the then unpaid Balance of the assessment shall become due upon the date stated in the notice, But not less than five (5) days after delivery of the notice to the Owner, or Not less than ten (10) days after the mailing of such notice to him by registered Or certified mail, whichever shall first occur. If such default shall continue for

A period of thirty (30) days, then the Board shall be obligated to (i) accelerate The remaining installments of the assessment; (ii) file a lien for such accelerated Assessment; and (iii) notify any mortgagee of the Townhouse affected of such Default if such mortgagee has requested such notice from the Community Association in writing. If said default continues for a period of ninety (90) Days, then the Board shall have the duty to foreclose the foregoing lien pursuant To law and/or to commence a suit against the appropriate Owner(s) to collect Said assessment.

Section 9. Interest and Counsel Fees. The Board, at its option, shall have The right in connection with the collection of this, or any other charge, to impose A late fee, or an interest charge at the legal maximum rate if such payment Is made after a certain date stated in such notice. In the event that the Board Shall effectuate collection of said charges by resort to counsel, the Board may Add to the aforesaid charge or charges a sum or sums of twenty (20%) per cent Of gross amount due as counsel fees, in addition to such costs allowable by law.

Section 10. Contribution to Capital. Each Owner shall at the time he Acquires title to his Townhouse be obligated to pay to the Community Association a non-refundable, one time contribution to the capital and Operating expense of the Community Association equal to one-sixth (1/6) Of the estimated annual Common Expenses for the Townhouse which Contribution shall not be transferable and may be utilized for any lawful Purpose which the Board may deem appropriate. Such capital and operating Expense contribution shall be placed in an interest bearing account.

ARTICLE V

General Provisions

Section 1. Duration. This Declaration shall run with and bind all of the Property perpetually, and shall inure to the benefit of and be enforceable by the Community Association, and the Owners of any portion of the Property, their Respective successors, assigns, heirs, executors, administrators and personal Representatives, except that the restrictions contained in subparagraph (a) Through (o) of Section 4 of Article III hereof shall have a duration of Forty (40) years, at the end of which period said restrictions shall be Automatically extended for successive periods of ten (10) years each, unless at Least two thirds (2/3) of the Owners at the time of the expiration of the Initial period, or of any extension period, shall sign an instrument or instruments, In which they shall agree to change said restrictions in whole or in part.

Section 2. Notice. Any notice required to be sent to any Member Under the provisions of this Declaration or the Articles of Incorporation Or the By-Laws shall be deemed to have been properly sent, and notice Thereby given, when mailed, by regular post, with postage prepaid, addressed To the Member or Owner at the last known post office address of the person Who appears as a Member on the records of the Community Association at The time of such mailing. Notice to one of two Owners shall constitute notice To all Owners thereof. It shall be the obligation of every Member to Immediately notify the Secretary of the Community Association in writing of Any change of address. Valid notice may also be given to Members by

(i) Personal delivery to any occupant of any dwelling over fourteen (14) Years of age; or (ii) by affixing said notice to or sliding same under the front Door of any dwelling within the property.

Section 3. Enforcement. Enforcement of this Declaration shall be by Any appropriate proceeding in law or equity in any court or administrative Tribunal having jurisdiction, against any person or persons, firm or corporation Violating or attempting to violate or circumvent any provision herein contained, Either to restrain or enjoin such violation or threatened violation or to recover Damages, and against any Townhouse to enforce any lien created by this Declaration, and failure by the Community Association or any Owner to Enforce any covenant or restriction herein contained for any period of time, Shall in no event be deemed a waiver or estoppel of the right to thereafter Enforce the same. In the event that the Community Association should at any Time fail to discharge its obligations to maintain any portion of the Property As required by this Declaration, or to enforce the provisions hereof, any Owner Shall have the right to enforce such obligations by any proceeding at law or Equity. A failure to so enforce any covenant or restriction herein contained Shall in no event be deemed a waiver of the right to do so thereafter. Also, In such event, the Township or Evesham shall have the right to so maintain The Property or to enforce such provisions in the name, place and stead of The Community Association. The assumption of such maintenance Responsibility shall be in accordance with the procedures set forth In N.J.S.A. 40:55D-43(b). The cost of same shall be assessed, enforced

And collected in accordance with the provisions of N.J.S.A. 40:55D-43©.

Notwithstanding any limitations as to the applicability of N.J.S.A. 40:55D-43 (b) and (c) aforesaid to the maintenance of “open space”, the provisions of this subparagraph shall be deemed to apply to all maintenance obligations of the Community Association as set forth in this Declaration or otherwise.

Should either the Community Association or any of its Members at any time Fail to enforce the provisions hereof; the Township of Evesham upon thirty (30) Days notice to the Community Association, shall have the right to institute Appropriate legal proceedings in the name of the Community Association to Effect such enforcement.

Section 4. Severability.. Should any covenant or restriction herein contained, Or any Article, Section, subsection, sentence, clause, phrase or term of this Declaration be declared to be void, invalid, illegal or unenforceable, for Any reason, by the adjudication of any court or other tribunal having Jurisdiction over the parties hereto and the subject matter hereof, such Judgment shall in no wise effect the other provisions hereof which are Hereby declared to be severable, and which shall remain in full force and Effect.

Section 5. Amendment. This Declaration may be amended at any Time after the date hereof by a vote at least two-thirds (2/3) of the fully Authorized membership of the Community Association at any meeting of The membership established by the Board for such purpose and previous

To which written notice to every Owner of the exact language of the Amendment shall have been sent at least thirty (30) days in advance Except as contemplated by Section 1 of Article VI, and further provided, That no amendment may be so effected which would permit (i) any Owner to be exempted from the payment of any assessment; (ii) the Obligation or proportionate responsibility for the payment of assessments With respect to Townhouses or Common Property to be changed; or (iii) modifying any easements or restrictions in Section 3 or 4 of Article III hereof; and further provided, that in no event may the Common Property be conveyed to any third person, firm or corporation nor may the Rights of the Township of Evesham, be modified in any manner, without the Express consent, by ordinance, or otherwise of the governing body of the Township of Evesham. Notwithstanding the foregoing, the Declarant hereby Expressly reserves the right to amend and supplement this Declaration From time to time, to incorporate any or all future portions of the Entire Tract within the Property; however, in no event shall any of the substantive Provisions be changed so as to adversely and materially affect the priority or Validity of any Permitted First Mortgage or the value of any Townhouse. Any amendment to this Declaration which subjects to the provisions of this Declaration one or more phases in addition to Phase I (which is subjected to the Provisions of this Declaration as of the date of execution of this Declaration) Shall be subject to the following conditions:

- (1) Each additional phase be as shown on Exhibit

“C”

(2) Each additional phase shall be added in numerical order;

(3) Each additional phase will be consistent with initial improvements

In terms of quality and construction. In the event additional Townhouses are Added to the Community by amendment of this Declaration to include an Additional phase or phases, the common interest appurtenant to each unit Then a part of the Community shall be changed automatically and reduced to That number which is calculated by dividing the improved square footage of Each respective Townhouses then being a part of the Community Expressed as a percentage). By acceptance of a deed to a Townhouse Or by acceptance of any other legal or equitable interest in the Community, Each and every contract purchaser, Townhouse owner or occupant or holder Of any mortgage or lien does automatically consent to amendment of this Declaration by Declarant pursuant to this paragraph. No amendment shall be Effective until recorded in the Burlington County Clerk's Office. This Paragraph is by way of supplement to and not is derogation of the powers Of amendment reserved to Declarant pursuant to Section 6 hereof. In the Alternative, and at the Declarant's option, an amendment may be made by An agreement, signed and acknowledge by all of the Owners including Declarant, in the manner required for the execution of a deed, and such Amendment shall be effective when recorded in the Office of the Clerk of Burlington County, New Jersey.

Section 6. By-Laws and Administration; Changes in Documents; Power of

Attorney. The administration of the Common Property shall be by the Community Association in accordance with the provisions of this Declaration, the Articles of Incorporation, the By-Laws, and of any other agreements, documents, amendments Or supplements to the foregoing which may be dully adopted or subsequently be Required by any Institutional Lender designated by the Declarant or by any Government agency having regulatory jurisdiction over the Property or by any Title insurance company selected by Declarant to insure title to any Townhouses. Declarant hereby reserves for itself, its successors and assigns, For a period of ten (10) years from the date the first Townhouse is conveyed to An individual purchaser, the right to execute on behalf of all contract purchasers, Owners, mortgages, other lienholders or parties claming a legal or equitable Interest in the Property, any such agreements, documents, amendments or Supplements to the above described documents which may be so required by Any such Institutional Lender, governmental agency or title insurance company; Provided however, that no such agreement, document, amendment or supplement Which adversely affects the value or increases the financial obligations of the Owners or reserves any additional or special privileges shall be made without The prior written consent of the affected Owner(s) and all owners of any Mortgage(s) encumbering same; or if such agreement, document, amendment Or supplement adversely affects the priority or validity of any mortgage Which encumbers any Townhouse, without the prior written consent of the Owners of any such mortgages.

The powers of attorney aforesaid are expressly declared and acknowledged

To be coupled with an interest in the subject matter hereof and the same shall Run with the title to any and all Townhouses and be binding upon the heirs, Personal representatives, successors and assigns of any of the foregoing parties. Further, said powers of attorney shall not be affected by the death or disability of Any principal and is intended to deliver all right, title and interest of the Principal and is intended to deliver all right, title and interest of the principal in And to said powers. In furtherance of this provision, at the time of acceptance of A deed to any Townhouse or at the time of acceptance of any other instrument Conveying any legal or equitable interest in the Property, each and every contract Purchaser, Townhouse Owner or occupant or holder of any mortgage or other Liens, agrees to execute an instrument which will expressly grant, ratify and Confirm the foregoing power of attorney.

Section 7. Waiver. No provision contained in this Declaration shall be Deemed to have been abrogated or waived by reason of any failure to enforce The same, irrespective of the number of violations or breaches which may Occur.

Section 8. Rule Against Perpetuities. If any provisions of the Declaration, or the By-Laws attached hereto as Exhibit "G" shall be interpreted To constitute a violation of the rule against perpetuities, then such provision shall Be deemed to remain in effect until the death of the last survivor of the now Living descendants of Robert F. Kennedy, deceased, former Senator of the State Of New York, plus twenty-one (21) years thereafter.

Section 9. Ratification, Confirmation and Approval of Agreements. The fact

That some or all of the officers, trustees, members or employees of the Community Association and the Declarant may be identical, and the fact that The Declarant or its nominees, have heretofore or may hereafter enter into Agreements with the Community Association or with third parties, will not Invalidate any such agreements and the Community Association, and its members, From time to time, will be obligated to abide by and comply with the terms And conditions thereof. The purchase of a Townhouse, and the acceptance of The Deed therefore by any party, shall constitute the ratification, confirmation and Approval by such purchaser, his heirs, legal representatives, successors and Assigns, of the propriety and legality of said agreements or said agreement, or Any other agreements authorized and permitted by the Laws of the State Of New Jersey, this Declaration, the Articles of Incorporation or the By-Laws of the Community Association.

Section 10. Protective Provisions for the Benefit of Institutional Lenders.

Anything to the contrary in this Declaration or the Articles of Incorporation, By-Laws or Rules and Regulations of the Community Association, the following Shall apply with respect to each Institutional Lender who holds a Permitted First Mortgage on any Townhouse.

(a) The prior written approval of each such Institutional Lender is Required for the following:

(j) Any material amendment to the Declaration or to the Articles of Incorporation or the By-Laws of the Community Association, which materially And adversely affects the priority of the lien or value of the security encumbered

By its mortgage; and (ii) The effectuation of any decision by the Community Association to terminate professional management and assume self-management Of the Property.

(b) No Townhouse in the Property may be partitioned or subdivided Without the prior written approval of any such Institutional Lender.

© Any lien the Community Association may have on any Townhouse for the payment of any assessments attributable to such Townhouse shall be subordinate to any lien for past due and unpaid taxes And the lien or equivalent security interest of any Permitted First Mortgage On any Townhouse recorded prior to the date any such common expense Assessments became due.

(c) Any such Institutional Lender shall upon request, be entitled to:

(i) inspect the books and records of the Community Association during the normal business hours; (ii) receive an annual audited financial statement of the Community Association within ninety (90) days following the end of any fiscal Year of the Community Association; (iii) receive written notice of all the Meetings of the Community Association and be permitted to designate a Representative to attend all such meetings; and (iv) receive written notice of Default in the payment of any installment of a Common Expense Assessment.

(d) Any Institutional Lender who obtains title to any Townhouse as a Result of foreclosure of a Permitted First Mortgage on any Townhouse Recorded prior to the date any assessment became due, or by deed or assignment In lieu of foreclosure, or any purchaser in such a foreclosure sale (pursuant to

Such mortgage), or their respective successors and assigns, is not liable for the Share of Common Expenses or other assessments by the Community Association Pertaining to such Townhouse or chargeable to the former Owner which became Due prior to such acquisitions of title. Such unpaid share of Common Expenses Collectible from all of the remaining Owners including such acquirer, his Successors and assigns.

(e) In the event of substantial damage to or destruction of any Townhouse or any part of the Common Property, any Institutional Lender Which may be affected shall be entitled to timely written notice from The Community Association of any such damage or destruction. No Owner Or other party shall have priority over such Institutional Lender with respect To the distribution of any insurance proceeds.

(f) If any Townhouse or portion thereof, or the Common Property Or any portion thereof is made the subject matter of any condemnation or Eminent domain proceedings or is otherwise sought to be acquired by a Condemning authority, then the Institutional Lender(s) holding a first mortgage On the Townhouse so affected is entitled to timely written notice from the Community Association of any such proceedings or proceeding or proposed Acquisition and no Owner or other party shall have priority over such Institutional Lender with respect to the distribution allocable to such Townhouse Of the proceeds of any award or settlement.

(g) Any management agreement for the Community will be Terminable by the Community Association for cause upon thirty (30)

Days prior written notice thereof, and the term of any such agreement shall not Exceed one year.

(h) Notwithstanding the absence of any express provision to such effect in The mortgage instrument, in the event that there is any default in the payment Of any installment of any maintenance fee assessment with respect to any Townhouse, either regular or special, any Institutional Lender holding a Mortgage which encumbers such Townhouse shall be entitled to declare Such mortgage in default in the same manner that is permitted by such Mortgage with respect to any default in the payment of real estate taxes.

ARTICLE VI

Special Declarant's Rights

Section 1. Transfer of Rights. No special rights created or reserved to the Declarant under this Declaration (“Special Declarant Rights”) may be transferred Except by an instrument evidencing the transfer recorded in the Office of the Clerk of Burlington County, New Jersey. The instrument shall not be effective Unless executed by the transferee.

Section 2. Liability of Transferor. Upon transfer of any such Special Declarant Rights, the liability of the transferor is as follows:

(a) A transferor is not relieved of any obligation or liability arising before The transfer and remains liable for warranty obligations imposed upon him.

(b) A transferor who retains no such Special Declarant Rights has no Liability for any act or omission or any breach of a contractual or warranty Obligation arising from the exercise of any such Special Declarant Right by

A successor Declarant who is not an affiliate of the transferor.

Section 3. Foreclosure.

(a) Unless otherwise provided in a mortgage instrument or deed of Trust, in case of foreclosure of a mortgage, sale by a trustee under a deed Of trust, or sale under bankruptcy laws or receivership proceedings, of any Townhouses owned by Declarant in the Property, a person or entity acquiring Title to all the Townhouses being foreclosed or sold, but only upon his Request, succeeds to all such Special Declarant Rights, or only to any Such Special Declarant Rights to maintain models, sales offices and signs. The judgment or instrument conveying title shall provide for transfer of Only the Special Declarant Rightd requested.

(b) Upon foreclosure, sale by a trustee under a deed of trust, Or sale under bankruptcy law or receivership proceedings, of all Townhouses in the Property owned by Declarant:

1. The Declarant ceases to have any such Special Declarant Rights, and
2. The period the Declarant control terminates unless the Judgment to instrument conveying title provides for transfer of all such Special Declarant Rights to a successor to Declarant.

Section 4. Liability of Transferee. The liabilities and obligations of persons Who succeeded to Special Declarant Rights are as follows:

(a) A successor to all Special Declarant Rights who is an affiliate of The Declarant is subject to all obligations and liabilities imposed on any

Declaration.

(b) A successor to all such Special Declarant Rights, other than a Successor described in subparagraphs, © or (d) hereof who is not an affiliate Of Declarant, is subject to all obligations and liabilities imposed upon Declarant by law or the Declaration, but he is not subject to liability for Misrepresentations or warranty obligations on improvements made by any Previous Declarant or predecessor in title or for a breach of fiduciary Obligation by any previous Declarant.

© A successor to the sole Special Declarant Right to maintain models, sales offices and signs, if he is not an affiliate of Declarant, may not exercise any other Special Developer Rights, but is not subject to any liability or obligation as a Declarant.

(c) A successor to all Special Declarant Rights who is not an affiliate Of Declarant and who succeeded to those rights pursuant to a deed in lieu of Foreclosure or a judgment or instrument conveying title to Townhouses under Subparagraph © aforesaid, may declare his intention in a recorded instrument To hold those rights solely for transfer to another party. Thereafter, until Transferring all such Special Declarant Rights to any person acquiring title to Any Lot owned by the successor, or until recording an instrument permitting Exercise of all those rights, that successor may not exercise any of those rights Other than the right to control the Board for the duration of any period Of Declarant control, and any attempted exercise of those rights is void. So Long as a successor Declarant may not exercise special rights under this

Subparagraph he is not subject to any liability or obligation as
A Declarant other than liability for the successor's acts and
Omissions under the Declaration.

(d) Nothing in this article subjects any successor to a Special
Declarant Right to any claims against or other obligations of a
Transferor other than claims and obligations arising under the
Declaration.

The Developer shall not be permitted to cast any votes held
By him for unsold lots, parcels, units or interests for the purpose of
Amending the Master Deed, By-Laws or any other document for the purpose
Of changing the permitted use of a lot, parcel, unit or interest, or for the purpose
Of reducing the common elements or facilities.

While the Developer maintains control of the Executive
Board he shall take no action which adversely affects a homeowners
Rights under N.J.A.C. 5:25-5.5. Claims relative to defects in common elements
Shall be processed in accordance with N.J.A.C. 5:25-5.5.

IN WITNESS WHEREOF, the Declarant has caused this instrument to
Be executed the day and year first above written, by its President and attested
By its Secretary, and the corporate seal affixed, pursuant to a resolution duly
And unanimously adopted by its Board of Directors.

VINGL/TRAINO CONSTRUCTION CO., INC.

By: _____
GERARD D. VINGL

ATTEST:

MICHAEL J. TRAINO, Secretary

STATE OF NEW JERSEY

SS:

COUNTY OF BURLINGTON

I HEREBY CERTIFY that on this day of August 14 1985, before me, a Notary Public in and for the State and County aforesaid, personally appeared GERARD D. VINGL President of Vingl/Traino Construction Co., Inc., a body Corporate of the State of New Jersey, and acknowledged himself to be such President and duly authorized and empowered to act on behalf of Vingl/Traino Construction Co., Inc. and did further acknowledge the aforesaid Declaration to Be the act and deed of Vingl/Traino Construction Co., for the purposes therein Contained.

WITNESS my hand and Notarial Seal

Notary Public

Prepared by: JOHN MICHAEL DEVLIN, ESQ.

EXHIBIT "A"

LEGAL DESCRIPTION

THE VINEYARDS OF GREENTREE COMMUNITY, PHASE I

LEGAL DESCRIPTION OF OUTBOUND PERIMETER OF ENTIRE
TRACT CONSTITUTING THE VINEYARDS OF GREENTREE

ALL THAT CERTAIN lot, piece or parcel of land, with the buildings
And improvements thereon erected, situate, lying and being in the Township of
Evesham, County of Burlington, State of New Jersey:

BEGINNING at a point in the Easterly line of North Maple Avenue
(66.0 feet wide) where the same is intersected by the Northeasterly line of
Moorestown Road (66.00 feet wide) and from said beginning point runs; thence
Along the former Easterly line of North Maple Avenue (now vacated) (1) North

0 degrees 48 minutes 29 seconds West, 78.44 feet to a point corner to Lot
2E, Block 9 as illustrated on Sheet 1 of the Official Tax Map of Evesham
Township; thence along the Southerly line of Lots 2G, 2H, 2E, 2E-1 and 4

(2) South 85 degrees 33 minutes 59 seconds East, 1029.51 feet to an angle
Point in said Lot 4; thence, still along the same (3) South 74 degrees 39 minutes
59 seconds East, 137.28 feet to a point corner to Lot 8; thence, along the same

(3) South 3 degrees 19 minutes 59 seconds East 241.94 feet to a point;
Thence, through lands of the Grantor herein, the following 10 courses (5) South
79 degrees 55 minutes 18 seconds West 302.16 feet to a point; thence (6)
South 89 degrees 11 minutes 31 seconds West 227.12 feet to a point on a
Curve; thence, on a curve to the right, having a radius of 250.50 feet (7)
Southwardly an arc distance of 14.85 feet to a point; thence (8) South 69
Degrees 11 minutes 31 seconds West 217.61 feet to a point; thence (9) North

20 degrees 48 minutes 29 seconds West 15.00 feet to a point; thence (10) South 69 degrees 11 minutes 31 seconds West 37.02 feet to a point; thence (11) North 20 degrees 48 minutes 29 seconds West 24.62 feet to a point; thence, (12) South 69 degrees 11 minutes 31 seconds West 154.50 feet to a point; Thence (13) North 20 degrees 48 minutes 24 seconds West, 260.23 feet to a Point; thence (14) South 89 degrees 11 minutes 31 seconds West 192.55 feet To a point in the centerline of the aforementioned North Maple Avenue; thence, Along the same (15) North 0 degrees 48 minutes 29 seconds West, 299.87 feet To a point in the aforementioned Northeasterly line of Moorestown Road; thence, Along the same (16) South 22 degrees 25 minutes 17 seconds East 89.59 feet to The point and place of beginning.

BEING Lots 1 through 58, inclusive of Block 9.01 as shown on plan entitled Cobblestone Section JH-1 prepared by Taylor, Wiseman and Taylor, dated March 1984 and revised to 5-24-84, Drawing #313-16660-B, filed or about to be filed.

ALL THAT CERTAIN strip of land (1 part 25.00 feet wide and second Part 30.00 feet wide) to be dedicated to Evesham Township Municipal Utilities Authority the centerline of same being described as follows:

BEGINNING at the end of the Ninth course described above and from Said beginning point runs the following two courses; thence (1) South 66 degrees 35 minutes 34 seconds West, 201.33 feet to a point; thence (2) South 87 degrees 51 minutes 24 seconds West, 251.69 feet to a point in the Easterly line of North Maple Avenue.

Said Easement being 12.50 feet wide on each side of course 1 and 15.00 Feet wide on each side of course 2.

The above described tract and easement being illustrated on plan of “Cobblestone, Section 1” prepared by Taylor, Wiseman and Taylor and dated March 1984 and revised to 5-24-84, Drawing #313-16660-B, filed or about to Be filed.

EXHIBIT “B”

SURVEY MAP AND SITE PLAN

EXHIBIT "C"

LEGAL DESCRIPTION OF OUTBOUND PERIMETER OF ENTIRE TRACT
CONSTITUTING THE VINEYARDS OF GREENTREE

ALL THAT CERTAIN tract or parcel of land situate in the Township of Evesham, County of Burlington, and State of New Jersey being more particularly Described as follows:

BEGINNING at a point in the centerline of North Maple Avenue (66.00 Feet wide) where the same is intersected by the division line between Lots 3 and 5B, Block 9 as illustrated on Sheet 1 of the official tax map of Evesham Township and from said beginning points runs; thence, along said centerline of North Maple Avenue (1) N. 00 40' 29" W. 1,266.86 feet to a point in the Division between Lots 2G, 2H, 2E, and 4 and Lot 3; thence, along the same (2)

S. 85 33' 59" E. 1062.65 feet to a point; thence, along the division line between Lots 4 and 3 (3) S. 74 39' 59" E. 137.28 feet to a point corner to Lot 8; thence, along the division line between Lots 8 and 3 (4) S. 3 19' 59" E. 411.47 feet to a point corner to Lot 9; thence, along the division line between Lots 9 and 3 (5) S. 3 05' 07" E. 308.40 feet to an angle point in the same; Thence, still along the same (6) S. 25 13' 20" W. 943.30 feet to a point corner To Lot 7; thence, along the division line between Lots 5B, 6, 6A, 7 and 3 (7)

N. 66 26' 40" W. 885.33 feet to a point and place of beginning.

SAID ABOVE DESCRIBED tract containing within said bounds 38.410 Acres of land.

SAID ABOVE DESCRIBED tract being subject to a 120.00 29" W. 122.51 feet, measured along the same from its intersection with the division line between Lots 3 and 5B and from said beginning point runs; thence, through

Lot 3 (1) S. 84 00' 56" E. 994.24 feet to a point in the division line between
Lots 3 and 9.

SAID ABOVE DESCRIBED easements containing within said bounds
2.739 acres of land.

Being a portion of the same lands and premises conveyed to John Hines,
Inc., by deed from John J. Hines and Florence K. Hines, his wife, dated 5/6/66
Recorded 5/12/66 in Deed Book 1615, page 69.

Being Lot 3, Block 9 on the tax map of Evesham Township.

EXHIBIT "D"
OVERALL SURVEY MAP AND SITE PLAN

EXHIBIT "E"
FLOOR PLANS AND ARCHITECTURAL DRAWINGS

EXHIBIT "F"
ARTICLES OF INCORPORATION
OF
THE VINEYARDS OF GREENTREE COMMUNITY ASSOCIATION

ARTICLES OF INCORPORATION
OF
THE VINEYARDS OF GREENTREE COMMUNITY ASSOCIATION

Dated: August 14, 1985

Record and Return to:

PARKER, McCAY & CRISCUOLO
A Professional Corporation
Suite 401
Three Greentree Centre
Route 73 & Greentree Road
Marlton, NJ 08053

In compliance with the requirements of Title 15A, Chapter 1, et seq. of The New Jersey Statutes Annotated, the undersigned, all of whom are of full age, Have this day voluntarily associated themselves together for the purpose of Forming a corporation not for profit, and do hereby certify:

ARTICLE I

NAME

COMMUNITY ASSOCIATION, INC., hereinafter called the “Community Association.”

ARTILCE II

PRINCIPAL OFFICE

The principal address of the Community Association is 651 Centerton Road, Moorestown, New Jersey 08057.

ARTICLE III

REGISTERED AGENT

John Michael Devlin, Esquire, whose address is Suite 401, Three Greentree Centre, Route 73 & Greentree Road, Marlton, New Jersey, is Hereby appointed the initial Registered Agent of this Association.

ARTICLE IV

PURPOSE AND POWERS OF THE COMMUNITY ASSOCIATION

The Community Association does not contemplate pecuniary gain or profit To the members thereof, and the specific purposes for which it is formed are to

Provide for the maintenance, preservation and control of the Common Property
Within those certain tracts of property described in a certain Declaration of
Covenants, Easements and Restrictions of The Vineyards of Greentree Community
Association, recorded or ultimately to be recorded in the Office of the Clerk of
Burlington County, and to promote the health, safety and welfare of the residents
Within the above described property and for these purposes

- (a) To exercise all of the powers and privileges and to perform all of the
Duties and obligations of the Community Association as set forth in
The By-Laws for said Community Association, said By-Laws being
Incorporated herein as if set forth at length;
- (b) To fix, levy, collect and enforce payment by any lawful means,
Of all charges or assessments pursuant to the terms of said
Declaration and the By-Laws of the Community Association;
To pay all expenses in connection therewith and all office and
Other expenses incident to the conduct of the business of the
Community Association, including all licenses, taxes or governmental
Charges levied or imposed against the property of the Community
Association.
- © To acquire (by gift, purchase, or otherwise), own, hold, improve,
build upon, operate, maintain, convey, sell, lease, transfer, dedicate
for public use or otherwise dispose of real or personal property in
connection with the affairs of the Community Association;
- (c) To borrow money to mortgage, pledge, deed in trust, or

Hypothecate any or all of its real or personal property as
Security for money borrowed or debts incurred; and

- (d) To have and to exercise any and all powers, rights and privileges
Which a corporation organized under the Non-Profit Corporation
Law of the State of New Jersey by law may now or hereafter
Have or exercise.

ARTICLE V

MEMBERSHIP

Every person or entity who is a record owner of a fee interest in any
Townhouse which is subject to the Declaration aforesaid is subject to assessment
By the Community Association, and qualifies in accordance with the By-Laws,
Shall be a member of the Community Association. The foregoing is not intended
To include persons or entities who hold an interest merely as security for the
Performance of an obligation. Ownership of any such Townhouse shall be the
Sole qualification for membership. Upon termination of the interest of the
Townhouse Owner, his/her membership shall automatically terminate and shall
Be transferred and shall inure to the new Townhouse Owner succeeding him
In interest.

ARTICLE VI

BOARD OF TRUSTEES

The affairs of the Community Association shall be managed by a Board
Of Trustees. The initial Board of Trustees shall be composed of two (2) persons
Who need not be members of the Community Association. The number of

Trustees may be changed pursuant to the By-laws of the Community Association.

The names and addresses of the persons who are to act in the capacity of

Trustees until the selection of their successors are:

Michael J. Traino	Louise Vingl	Gerard D. Vingl
139 Union Mill Terrace	7 Cortland Shire Dr.	7 Cortland Shire Dr.
Mount Laurel, NJ 08054	Moorestown, NJ 08057	Moorestown, NJ 08057

ARTICLE VII

The method of electing Trustees will be as set forth in the By-Laws.

ARTICLE VII

DURATION

The corporation shall exist perpetually.

ARTICLE VIII

AMENDMENTS

Amendment of these Articles shall require the assent of seventy-five (75%)
Percent of the members.

IN WITNESS WHEREOF, for the purpose of forming this non-profit
Corporation under the laws of the State of New Jersey, we, the undersigned,
Constituting the incorporations of the Community Association, have executed these
Articles of Incorporation this 14th day of August, 1985.

MICHAEL J. TRAINO

GERARD D. VINGL

STATE OF NEW JERSEY

SS

COUNTY OF BURLINGTON

BE IT REMEMBERED, that on this 14 day of August 1985, before Me, the subscriber, a Notary Public of the State of New Jersey, personally Appeared MICHAEL J. TRAINO and GERARD VINGL, who, I am satisfied Are the persons named in and who executed the within Instrument, and thereupon They acknowledge that they signed, sealed and delivered the same as their act Deed, for the uses and purposes therein expressed.

A Notary Public of New Jersey

Prepared by: _____
JOHN MICHAEL DEVLIN, ESQ.

EXHIBIT "G"
BY-LAWS
OF
THE VINEYARDS OF GREENTREE COMMUNITY ASSOCIATION

EXHIBIT "G"

BY-LAWS
OF
THE VINEYARDS OF GREENTREE COMMUNITY ASSOCIATION

ARTICLE I

NATURE OF BY-LAWS

SECTION 1. Purpose. These By-Laws are intended to govern the Administration of The Vineyards of Greentree Community Association (hereinafter The “Community Association”), a non-profit corporation organized under Title 15A of the New Jersey Statutes Annotated, and provide for the management, administration, utilization and maintenance of the Common Property described in the Declaration of Covenants, Easements and Restrictions of The Vineyards of Greentree Community (hereinafter the “Declaration”).

SECTION 2. Definitions. Unless the context clearly indicates otherwise, All definitions set forth in the aforesaid Declaration are incorporated herein by Reference.

SECTION 3. Fiscal Year. The fiscal year of the corporation shall be Established by the Board of Trustees.

SECTION 4. Principal Office. The principal office of the corporation is Located at Church Road & Union Mill Road, Mount Laurel, New Jersey, 08054.

ARTICLE II

MEMBERSHIP AND VOTING RIGHTS

SECTION 1. Members. Every person, firm, association, corporation or other Legal entity who is a record Owner or Co-Owner of the fee simple title to any Townhouse shall be a Member of the Community Association; provided however, That any person, firm, association, corporation, or legal entity who holds such Title or interest merely as a security for the performance of an obligation (including but not limited to mortgages or trustees under deeds of trust) shall not be a Member of the Association.

SECTION 2. Associate Members. Every person who is entitled to Possession and occupancy of a Townhouse as a tenant or lessee of a Townhouse Owner may be an Associate Member of the Community Association, but shall not Be entitled to any vote with respect to Association matters.

SECTION 3. Change of Membership. Change of membership shall be Accomplished by recording in the Burlington County Clerk's Office a deed or Other instrument establishing a record title to a Townhouse, and delivery to the Secretary of the Community Association of a certified copy of such instrument. The membership of the prior Townhouse Owner shall be thereby terminated.

SECTION 4. Rights of Membership. Every person who is entitled to Membership in the Community Association, pursuant to the provisions of the Articles of Incorporation of Community Association and these By-Laws, shall be Privileged to use and enjoy the Common Property, subject, however, to the right Of the Community Association to:

- (a) Promulgate rules and regulations governing such use and enjoyment;

(b) Suspend the use and enjoyment of the Common Property as provided In Section 5 of this Article II; and

© Dedicate or transfer all or part of the Common Property.

SECTION 5. Supension of Rights. The membership and voting rights of Any Member may be suspended by the Board for any period during which any Assessment against the Townhouse to which his membership is appurtenant Remains unpaid; but upon payment of such assessments, and any interest accrued Thereon, (whether by check or cash) his rights and privileges shall be restored as Provided in Section 8 of this Article. Further, if rules and regulations governing The use of the Common Property and the conduct of persons thereon have been Adopted and published, as authorized in the By-Laws, the rights and privileges Of any person in violation thereof may be suspended at the discretion of the Board for a period not to exceed thirty (30) days for any single violation, But if the violation is of a continuing nature, such rights and privileges may Be suspended indefinitely until such time as the violation is abated. No such Action shall be taken by the Board until the Townhouse Owner is afforded An opportunity for a hearing consistent with the principle of due process of law.

SECTION 6. Votes. There shall be one vote of equal weight for each Townhouse ultimately constructed in the Community. Initially, there will be one Hundred seventy-seven (177) votes 41based upon the contemplated phasing plan For the Community, all of which shall be held by the Developer who shall be Deemed to be a member of the Community Association. Upon conveyance of Title to a Townhouse to another Owner by the Developer such Owner shall be

Entitled to one vote for each Townhouse conveyed, and the number of votes held By Developer shall be reduced accordingly. The Developer's votes shall be cast At all Board meetings by such person(s) as it may from time to time designate. Votes not held by the Developer shall be cast in person or by proxy, as Otherwise provided herein. Anything to the contrary herein notwithstanding, It is understood that in the event the number of Townhouses ultimately built Within the Community is less than one hundred seventy-seven (177), the number Of votes in the Community Association shall be equal to the number of Townhouses ultimately built. When more than one person holds title, the vote(s) For each Townhouse shall be exercised as the Co-Owners among themselves to Determine. When one or more Co-Owners sign a proxy or purports to vote for Or her Co-Owners, such vote(s) shall be counted unless one or more of the other Co-Owners is present and objects to such vote(s); or if not present submits a Proxy or objects in writing delivered to the Secretary of the Community Association before the vote(s) are counted. If Co-Owners disagree as to the Vote(s), the vote(s) shall be split equally among the Co-Owners.

SECTION 7. Proxies. Proxy ballots shall be permitted with respect to All elections of Trustees, and all amendments to the Articles of Incorporation, or These By-Laws, or any other matter which is to come before a meeting of the Membership of the Community Association. All proxies shall be in writing, Signed by all individual Townhouse Owners (or in the case of joint owners by Any one of them) , or by his or their duly authorized representative(s) and Delivered to the Secretary of the Community Association, or such other person

As the President may designate, at least 24 hours prior to the commencement of The meeting at which ballots are to be cast. Proxies may be revoked at any time Prior to the opening of the polls, and no proxy shall be voted on after eleven

(11) months from its date unless said proxy provides for a longer period, not to exceed three (3) years from the date of execution. All proxies shall be substantially in the form prescribed by the Board, and if not in such form, shall be deemed invalid which determination shall be made in the sole and absolute discretion of the Board.

ARTICLE III

MEETINGS OF TOWNHOUSE UNIT OWNERS

SECTION 1. Place of Meetings. All meetings of the Townhouse Owners Of the Community Association shall be held at the Community Recreation Center Or at such other place convenient to the members as may be designated by the Board.

SECTION 2. First Annual Meeting and Regular Annual Meetings. All Annual meetings of the Townhouse Owners of the Community Association shall Be held on the day and month of the year to be established by the Board, Except that the first such annual meeting shall be held when one of the following First occurs:

- (a) not more than sixty (60) days after Townhouse Owners other than the Developer own forty-four (44) or more Townhouses within the Community; or
- (b) if the Declaration has not been amended to include Phase III and

said amendment recorded by the tenth anniversary date of the initial recordation of said Declaration (Phase I) then the first annual meeting shall be held not more than sixty (60) days after the last to occur of:

- i) the tenth anniversary date of the recordation of the Amended Declaration to include Phase II; or
- ii) the date on which Townhouse Owners other than the Developer own twenty-nine (29) or more Townhouses within The Vineyards of Greentree Community, Phase I, and The Vineyards of Greentree Community, Phase II; or

© if the Declaration had not been amended to include Phase II, and said amendment recorded by the fifth anniversary date of the initial recordation of the Declaration (Phase I), then the first annual meeting shall be held not more than sixty (60) days after the last to occur of:

- i) the fifth anniversary date of the initial recordation of the recordation of the Declaration (Phase I); or
- ii) the date on which Townhouse Owners other than the Developer own thirteen (13) or more Townhouses within The Vineyards of Greentree Community, Phase I.

At the first annual meeting and such subsequent annual meeting the election of Trustees shall take place. If the election of Trustees shall not be held at the Annual meeting or any adjournment of such meeting, the Board shall cause the

Election to be held at a special meeting as soon thereafter as may be convenient. At such special meeting the Townhouse Owners may elect the Trustees and Transact other business with the same force and effect as at an annual meeting Duly called and held. All proxies validly received for the originally scheduled Meeting shall remain in full force and effect for any such adjourned meeting or Special meeting and new proxies may be received for any such subsequent Meeting.

SECTION 3. Special Meetings. After the first annual or special meeting, Special meetings of Townhouse Owners may be called by the President whenever He deems such a meeting advisable, or shall be called by the Secretary when so Ordered by the Board, or upon the written request of Members representing not Less than twenty-five (25%) percent of all the votes entitled to be cast at such Meeting. Such request shall state the purpose(s) of such meeting and the matter(s) Proposed to be acted upon. Unless Townhouse Owners representing at least fifty (50%) percent of all votes entitled to be cast request such a meeting, no special meeting may be called to consider any matter which is substantially the same as a matter voted upon at any meeting of the Townhouse Owners held during the preceding twelve (!2)months, which determination shall be made in the sole and absolute discretion of the Board.

SECTION 4. Notice of Meeting. Except as otherwise provided by law, Notice of each meeting of Townhouse Owners, whether annual or special, shall Be given not less than ten (10) days, nor more than ninety (90) days before the Day on which the meeting is to be held, to each Townhouse Owner at his last

Known address, by delivering a written or printed notice thereof to said Townhouse Owner, or by mailing such notice, postage prepaid. Each such notice shall state the time and place of the meeting and shall state briefly the purpose(s) thereof. Notice of any meeting of Townhouse Owners shall not be required to have been sent to any Townhouse Owners who shall attend such meeting in person or by proxy. Notice of any adjourned meeting of the Townhouse Owners shall not be required to be given except when expressly required by law. Except where otherwise expressly required by law, no publication of any notice of a meeting of Townhouse Owners shall be required.

SECTION 5. Quorum and Adjourned Meetings. At such meeting of the Townhouse Owners, persons (including Developer or its representatives) holding twenty-five (25%) percent of the authorized votes present in person or by proxy, shall constitute a quorum for the transaction of business except where otherwise provided by law. In the absence of a quorum, the persons holding votes present in person or by proxy and entitled to vote, by majority vote, adjourn the meeting from time to time, until a quorum shall be present or represented. At any such adjourned meeting at which a quorum may be present any business may be transacted which might have been transacted at the meeting originally called.

SECTION 6. Organization. At each meeting of the Community Association, the President, or, in his absence, the Vice President, or in the absence of both of them, a person chosen by a majority vote of the Townhouse Owners present in person or represented by proxy and entitled to vote there at,

Shall act as a chairperson, and the Secretary, or in his absence, a person whom
The chairperson shall appoint, shall act as Secretary of the Meeting.

SECTION 7. Voting. Except as otherwise required by the Articles of
Incorporation, the Declaration or any law, a quorum being present, a majority of
Votes present, in person or by proxy, shall be sufficient on those matters which
Are to be voted on by the Townhouse Owners. The election of Trustees shall be
By ballot. Unless determined by a majority of the votes of the Townhouse
Owners present at such meeting, in person or by proxy, or determined by the
Chairperson of the meeting to be advisable, the vote on any other question need
Not be by ballot.

SECTION 8. Member in Good Standing. A member shall be deemed to
Be in good standing and entitled to vote at any annual meeting or at any special
Meeting of the Community Association if, and only if, he shall have fully paid
All installments due for assessments made or levied against him and his
Townhouse by the Trustees hereinafter provided, together with all interest, costs,
Attorney's fees, penalties and other expenses, if any properly chargeable to him
And to his Townhouse, at least three (3) days prior to the date fixed for such
Meeting.

SECTION 9. Judges. If at any meeting of the Townhouse Owners a vote
By ballot shall be taken on any question, the chairperson of such meeting shall
Appoint two Judges to act there at with respect to such vote. Each Judge so
Appointed shall first subscribe an oath faithfully to execute the duties of a
Judge at such meeting with strict impartiality and according to the best of his

Ability. Such Judges shall decide upon the qualifications of voters and shall report
The number of votes represented at the meeting and entitled to vote on such
Question, shall conduct and accept the votes, and when the voting is completed,
Shall ascertain and report the number of votes respectively for and against the
Questions; but as to the election of Trustees, the number of votes received by
Each candidate need not be reported. Reports of Judges shall be in writing and
Subscribed and delivered by them to the Secretary of the meeting. The Judges
Need not be members of the Community Association, and any officer or Trustee
Of the Community Association may be a Judge on any question, other than a
Vote for or against his election to any position with the Community Association
Or any other question in which he may be directly interested.

SECTION 10. Order of Business. The order of business at the annual
Meeting of the Townhouse Owners or at any special meetings insofar as
Practicable shall be:

- (a) Calling of the roll and certifying the proxies.
- , (b) Proof of notice of meeting and waiver of notice.
- © Reading and disposal of any unapproved minutes.
- (c) Appointment of Judges of Election, if appropriate.
- (d) Election of Trustees, if appropriate.
- (e) Receiving reports of officers.
- (f) Receiving reports of committees.
- (g) Old Business.
- (h) New business.

- (i) Adjournment.

ARTICLE IV

BOARD OF TRUSTEES

SECTION 1. Express and Implied Powers and Duties. The property, Affairs and business of the Community Association shall be managed by the Board of Trustees, which shall have all those powers granted to it by the Articles of Incorporation of The Vineyards of Greentree Community Association, These By-Laws, the Declaration, and by law.

SECTION 2. Number and Qualifications.

(a) Until the first annual meeting of the membership of the Community Association, and thereafter until their successors shall have been Elected and qualified, the Board shall consist of two (2) Trustees designated by The Developer, none of whom need be Townhouse Owners. Thereafter, the Board Shall consist of seven (7) Trustees (hereinafter referred to as Trustees A, B, C, D, E, F, and G). Within thirty (30) days after Townhouse Owners other than the Developer own forty-four (44) or more Townhouses within the Community, the President of the Community Association shall call and give not less than twenty (20) nor more than thirty (30) days notice of a special meeting of the membership of the Community Association. At such special meeting, Townhouse Owners other than the Developer shall be entitled to vote for and Elect Trustees A and B and the Developer shall have the right to appoint Trustees C, D, E, F and G. Thereafter, and within thirty (30) days after

Townhouse Owners other than the Developer own eighty-eight (88) or more Townhouses within the Community, the President of the Community Association Shall call and give not less than twenty (20) nor more than thirty (30) days Notice of a special meeting of the membership of the Community Association.

At such special meeting, Townhouse Owners other than the Developer, shall be Entitled to elect Trustee C and the Developer shall continue to be entitled to Appoint Trustees D, E , F and G. Thereafter, and within thirty (30) days after Townhouse Owners other than the Developer own one hundred and thirty-two

(132) or more Townhouses within the Community, the President of the Community Association shall call and give not less than twenty (20) nor more Than thirty (30) days notice of a special meeting of the membership of the Community Association. At such special meeting, Townhouse Owners other than The Developer, shall be entitled to vote for and elect all Trustees of the Board Not theretofore elected by them, except that the Developer shall be entitled to Appoint Trustee G for so long as it owns one or more un conveyed Townhouse Unit(s) within the Community and holds same for sale in the ordinary course of Business.

(b) Anything in subsection (a) of this Section 2 to the contrary Notwithstanding, in the event the Developer does not record an amendment to the Declaration to include Phase II, within five (5) years of initial recordation of the Declaration (Phase I), then, until the first annual meeting of the membership of The Association, and thereafter until their successors have been elected and Qualified, the Board shall consist of three (3) Trustees designated by the

Developer, none of whom need be Townhouse Owners. Thereafter, the Board Shall consist of seven (7) Trustees (hereinafter referred to as Trustees A, B, C D, E, F, and G). Within thirty (30) days after Townhouse Owners other than the Developer own thirteen (13) or more Townhouses within The Vineyards of Greentree Community, Phase I, or within thirty (30) days of the fifth anniversary Date of the initial recordation of the Declaration (Phase I), whichever occurs last, The President of the Community Association shall call and give not less than Twenty (20) nor more than thirty (30) days' notice of a special meeting of the Community Association. At such special meeting, Townhouse Owners other than The Developer shall be entitled to vote for and elect Trustees A and B and Developer shall have the right to appoint Trustees C, D, E, F and G. Thereafter, And within thirty (30) days after Townhouse Owners other than the Developer Own twenty-six (26) or more Townhouses within the Condominium Community, The President of the Community Association shall call and give not less than (20) nor more than thirty (30) days notice of a special meeting of the membership of the Community Association. At such special meeting, Townhouse Owners other than the Developer shall be entitled to elect Trustee C and the Developer shall continue to be entitled to appoint Trustees D, E, F., and G. Thereafter, and within thirty (30) days after Townhouse Owners other than the Developer own thirty-nine (39) or more Townhouses within The Vineyards of Greentee Community Phase I, the President of the Community Association shall Call and give not less than twenty (20) nor more than thirty (30) day's notice of Special meeting of membership of the Community Association. At such special

Meeting, Townhouse Owners other than the Developer shall be entitled to vote For all of the Trustees of the Board not theretofore elected by them, except that Developer shall be entitled to appoint Trustee G so long as the Developer owns One or more Townhouse within The Vineyards of Greentree Community, Phase I, And holds same for sale in the ordinary course of business.

© Anything in subsections (a) or (b) of this Section 2 to the contrary notwithstanding, in the event the Developer does not Record an amendment to the Declaration to include Phase III, within ten (10) Years of the recordation of an amendment to include Phase II, then, until the First annual meeting of the membership of the Association and thereafter until Their successors shall have been elected and qualified, the Board shall consist of Three (3) Trustees designated by the Developer, none of whom need be Townhouse Owners. Thereafter, the Board shall consist of seven (7) Trustees (hereinafter referred to as Trustees A, B, C, D, E, F and G). Within thirty (30) days after Townhouse Owners other than the Developer own twenty-nine (29) or more Townhouses in The Vineyards of Greentree Community, Phase I, and Phase II, or within thirty (30) days of the tenth anniversary date of the initial Recordation of the Declaration (Phase I) whichever occurs last, the President Of the Community Association shall call and give not less than twenty (20) Nor more than thirty (30) days' notice of a special meeting of the membership Of the Community Association. At such special meeting, Townhouse Owners Other than the Developer shall be entitled to vote for and select Trustee A and B and the Developer shall have the right to appoint Trustees C, D, E, F and G.

Thereafter, and within thirty (30) days after Townhouse Owners other than the Developer own fifty-eight (58) or more Townhouses within the Vineyards of Greentree Community, the President of the Community Association shall call and Give not less than twenty (20) nor more than thirty (30) days notice of a special Meeting of the membership of the Community Association. At such special Meeting, Townhouse Owners other than the Developer shall be entitled to Elect Trustee C and the Developer shall continue to be entitled to appoint Trustees D, E, F, and G. Thereafter, and within thirty (30) days after Townhouse Owners other than the Developer own eighty-seven (87) or more Townhouses, The President shall call and give not less than twenty (20) nor more than thirty (30) days' notice of a special meeting of the membership of the Community Association. At such special meeting, Townhouse Owners other than the Developer Shall be entitled to vote for all of the Trustees of the Board not theretofore Elected by them, except that the Developer shall be entitled to appoint Trustee G so long as the Developer owns one or more unconveyed Townhouse within The Vineyards of Greentree Community, Phase I or Phase II, and holds same for Sale in the ordinary course of business.

(c) In the case of partnership owners, Trustees shall be members, Agents or employees of such partnership of the partners thereof, or, in the case Of corporate owners, (including the Developer, during such time as the Developer Shall be an Owner of any Townhouse), Trustees shall be officers, stockholders, Employees or agents of such corporation; or in the case of fiduciary owners, Trustees shall be fiduciaries or officers or employees of such fiduciaries;

Provided, however, that at least one of the Trustees of the Board shall be a Resident of the State of New Jersey.

SECTION 3. Election and Term of Office. At the first meeting of The membership that is called for the purpose of providing Townhouse Owners Other than the Developer an opportunity to elect Trustees to the Board in Accordance with Section 2 of this Article IV, Trustees A and B shall be elected By the Townhouse Owners other than the Developer, and Developer shall appoint Trustees C, D, E, F and G. Trustees A and B shall be elected for two (2) year Terms and Trustees C, D, E, F and G shall be appointed to serve until their Successors are elected in accordance with Section 2 of this Article IV.

At such time as Townhouse Owners other than the Developer are Entitled to elect Trustee C in accordance with Section 2 of this Article IV, said Trustee C shall be elected to serve for an initial term which expires at the annual Meeting of the membership at which Trustees A and B are scheduled for Reelection. Thereafter, the term for Trustee C shall be for two (2) years, the Same as Trustees A and B.

At such time as Townhouse Owners other than the Developer are Entitled to elect Trustees D, E, F and G in accordance with Section 2 of this Article IV, (subject, however, to the Developer's right to appoint Director G as Provided for in Section 2 of this Article IV), said Trustees D, E, F and G shall Be elected to serve for an initial term which shall expire at the annual meeting Of the membership at which Trustees A, B and C are not scheduled for

Re-election, but in no event shall such initial term be less than two (2) years or More than three (3) years. Thereafter, the term for Trustees D, E, F and G shall Be for two (2) years; it being the purpose and intent hereof that Trustees A, B And C shall be elected in alternate years to Trustees D, E, F and G.

SECTION 4. Qualifications. Until such time as Townhouse Owners other Than the Developer become entitled to elect all but Trustee G, the only Qualification for eligibility for Townhouse Owners other than the Developer Seeking election to the Board shall be membership in good standing in the Community Association. Thereafter, and once Trustees A, B, C, D, E and F Elected by the Townhouse Owners have served their respective initial terms, in Addition to membership in good standing in the Community Association, the Following qualifications shall apply:

- a) Trustees A and B must be Townhouse Owners within Phase I;
And
- b) Trustees C and D must be Townhouse Owners within Phase II;
And
- c) Trustees E and F Must be Townhouse Owners within Phase III.

Notwithstanding anything in this Section 4 to the contrary, in the Event an amendment to the Declaration to include Phase III is not recorded by The tenth anniversary date of the recordation of the Declaration for The Vineyards of Greentree Community (Phase I) the following qualifications shall Apply for eligibility for Townhouse Owners other than the Developer seeking Election to the Board:

- a) Trustees A, B and C must be Townhouse Owners within Phase I;
And
- b) Trustees D, E and F must be Townhouse Owners of Townhouses
Within Phase II.

Again, notwithstanding anything in this Section to the contrary, in the Event an amendment to the Declaration to include Phase II is not recorded by The fifth anniversary date of the initial recordation of the Declaration for The Vineyards of Greentree Community (Phase I) the only qualification for eligibility For Townhouse Owners other than the Developer seeking election to the Board Shall be membership in good standing in the Community Association.

In all instances, once Townhouse Owners other than the Developer Become entitled to elect Trustee G, the only qualification for eligibility for Townhouse Owners seeking election to the Board as Trustee G shall be Membership in good standing in the Community Association.

The Trustees shall hold office until their respective successors have been Duly elected and qualified, or until removed in the manner elsewhere provided. If at any meeting for election of membership to the Board more than twice the Number of candidates to be elected at such meeting are nominated, then, and in Such event, there shall be two ballots for membership. At the end of the first Ballot, the field of nominees shall be reduced so that there are twice as many Candidates as there are positions to be filled, with the persons receiving the Fewest votes being eliminated form the ensuing ballot. A second ballot shall Be held, and on the second ballot, the persons receiving the most votes will be

Deemed to be elected in order to fill the vacant positions. If there are not more Than twice the number of nominees for the number of positions to be filled, then There shall be one ballot, with the persons receiving the most votes being elected In order to fill the vacancies on the Board. If ever applicable, candidates polling The highest votes will be considered elected for the longest period of years. Election of Trustees at successive annual meetings shall be in accordance with This Section 3.

SECTION 4. Developer's Protective Provisions. After control of the Board of Trustees has become vested in Trustees elected by Townhouse Owners Other than the Developer, and so long as the Developer owns at least one (1) Townhouse and holds same for sale in the ordinary course of business, the Following shall apply:

- (a) Neither the Community Association nor its Board of Trustees shall take any action that will impair or adversely affect the rights of the Developer or cause the Developer to suffer any financial, legal or other detriment, including but not limited to any direct or indirect interference with the sale of Townhouses, or the assessment of the Developer for capital improvements, unless the Developer derives a benefit from such capital improvement.
- (b) The Community Association and its Board of Trustees shall Continue the same level of maintenance, operation and services As provided immediately prior to the assumption of control of the

Community Association and the Board of Trustees by Townhouse Owners other than the Developer.

- © In furtherance of the foregoing provisions, the Developer shall have the right to veto any and all actions of the Community Association or its Board of Trustees which may have any direct Or indirect detrimental impact upon the Developer as may be Determined by the sole discretion of the Developer.
- (c) The Developer shall exercise its veto right, in its sole and Absolute discretion, within ten (10) days after its receipt of Notice that a resolution or other action is proposed or has been Taken by the Community Association or its Board of Trustees. In such event, the Developer shall notify the Secretary of the Community Association of its exercise of its veto right and any Such proposal or action shall be null and void abinitio and Of no further force or effect.

The aforementioned protective provisions shall be construed in accordance with And not in derogation or N.J.A.C. 5:26-8.4 of the regulations promulgated Pursuant to the New Jersey Planned Real Estate Development Full Disclosure Act, N.J.S.A. 45:22A-21 et seq.

SECTION 5. Removal of Members of the Board. At any duly held regular Or special meeting of the Townhouse Owners, any one or more Trustees may be Removed with or without cause by a majority of the Townhouse Owner votes Present, and a successor may then and there be appointed by a majority of the

Remaining Trustees to fill the vacancy thus created. Each person so appointed shall be a Trustee for the remainder of the term of the Trustee whose term he is filling and until his successor is duly elected and qualified. Any Trustee whose removal has been proposed shall be given an opportunity to be heard at the Meeting. This provision shall not apply to any Trustee appointed by the Developer. Notwithstanding the foregoing, Developer appointed trustees may not, acting alone, remove a Townhouse Owner-elected trustee. In the event that all of the Trustees are removed, successors shall be elected by the Townhouse Owners in the manner set forth in Article IV, Section 3 herein to fill the vacancies thus created.

SECTION 6. Vacancies. Vacancies on the Board caused by any reason other than the removal of a Trustee by a vote of the Townhouse Owners of the Community Association shall be filled by a vote of a majority of the remaining Trustees, including the Developer's appointees, at a special meeting of the Board held for that purpose promptly after the occurrence of any such vacancy. Each person so elected shall be a Trustee for the remainder of the term of the Trustee whose term he is filling and until his successor shall have been duly elected and qualified. Notwithstanding the foregoing, until the first annual meeting of Townhouse Owners, Developer shall have the right to fill all vacancies on the Board by appointment. Townhouse Owner-elected vacancies on the Board shall only be filled with Townhouse Owners other than the Developer, whether same be appointed or elected.

SECTION 7. Meeting of the Board; Notices: Waiver of Notice. The first

Annual meeting of the Board shall be held within ten (10) days after the first Annual meeting of the Townhouse Owners and at such time and place as shall be Fixed by a majority of the Board and no notice shall be necessary. Thereafter Regular meetings of the Board may be held at such time and place as shall be Determined from time to time by a majority of the Board, but at least two Meetings shall be held each year. Notice of regular meetings of the Board shall Be given to each Trustee by telephone, mail, or telegram at least three (3) days Prior to the day of the meeting. Special meetings of the Board may be called by The President on three (3) days notice to each Trustee given by telephone, mail, Or telegram, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board shall be called by the President or the Secretary in Like manner and on like notice on the written request of at least four (4) Trustees. Any Trustee may, at any time, waive notice of any meeting of the Board in writing and such waiver shall be deemed equivalent to the giving of Notice. Actual attendance by Trustees at any meeting of the Board shall Constitute a waiver of notice by him of the time and place thereof. If all the Trustees are present at any meeting of the Board, no notice shall be required and Any business may be transacted at such meeting. In the discretion of the Board, Meetings of the Board or portions thereof, may be open to members of the Community Association for observation or participation in such manner and to The extent the Board may deem appropriate.

SECTION 8. Quorum and Adjourned Meetings. At all meetings of the Board, a majority of the Trustees shall constitute a quorum for the transaction of

Business and the votes of a majority of the Trustees present and voting at a Meeting at which a quorum is present shall constitute a valid decision.

If at any meeting of the Board there shall be less than a quorum present, The majority of those present shall adjourn the meeting to a new date. At any Such adjourned meeting at which a quorum is present, any business which may Have been transacted at the original meeting may be transacted without further Notice. The vote of a majority of those present at a Board meeting at which a Quorum is present shall be necessary for valid action by the Board on any Matter.

SECTION 10. Non-Waiver. All the rights, duties and privileges of the Board shall be deemed to be continuing and shall not be exhausted by any single Act or series of acts. To the same extent, the failure to use or employ any Remedy or right hereunder or hereafter granted shall not preclude its exercise in The future nor shall any custom bind the Board.

SECTION 11. Consent in Lieu of Meeting and Vote. Anything to the Contrary in these By-Laws, the Articles of Incorporation of The Vineyards of Greentree Community Association or the Declaration notwithstanding, the Board of Trustees shall have the power to take action on any matter on which it Is authorized to act, without the necessity of a formal meeting and vote if the Entire Board, or all the Trustees empowered to act, whichever the case may be, Shall consent in writing to such action.

ARTICLE V

POWERS AND DUTIES OF BOARD OF TRUSTEES

SECTION 1. General Powers and Privileges. The Board shall have these Powers, which include but which are not necessarily limited to the following, Together with such other powers as may be provided herein or in the Declaration or Articles of Incorporation, or which may be necessarily implied.

(a) Employ, by contact or otherwise, a manager, managing agent or An independent contractor, to oversee, supervise and carry out the responsibilities Of the Board. Said manager or said independent contractor shall be compensated Upon such terms as the Board deems necessary and proper; and

(b) To employ any person, firm or corporation to repair, maintain Or renovate the Common Property of The Vineyards of Greentree Community; Lay pipes or culverts; to bury utilities; to put up lights or poles; to erect signs And traffic and safety controls of various sorts on said Property; and

(c) Employ professional counsel and to obtain advice from persons, Firms or corporations such as, but not limited to, landscape architects, engineers, Lawyers and accountants; and

(d) To employ or contract for trash removal water and sewer, Sewer, electricity and gas or other forms of utilities, cable Or master antenna television; and

(e) To employ all managerial personnel necessary, or enter into a Managerial contract for the efficient discharge of the duties of The Board hereunder; and

(f) To adopt, amend, and publish rules and regulations covering the Details of the operation and use of the Common Property including

- But not limited to pet controls; and
- (g) Secure full performance by Townhouse Owners or occupants of all Items of maintenance for which they are responsible; and
 - (h) Set minimum standards for floor coverings installed by all Townhouse Owners in Buildings, with the exception of Developer; and
 - (i) Establish and enforce Rules and Regulations for parking by, and The assignment of parking spaces to, Townhouse Owners, subject to The provisions of the Articles of Incorporation of the Community Association, these By-Laws and the Declaration; and
 - (j) Arrange for security protection as necessary; and
 - (k) Enforce obligations of the Townhouse Owners and do anything and Everything else necessary and proper for the sound management of The Community, including the right to bring or defend lawsuits to Enforce the terms, conditions and restrictions contained in these By-Laws, the Rules and Regulations of the Community Association and The Declaration; and
 - (l) Borrow and repay monies giving notes, mortgages or other security Upon such term or terms as it deems necessary; and
 - (m) Invest and reinvest monies, sue and be sued; collect interest, Dividends, and capital gains; exercise rights; pay taxes; make and Enter into contracts; enter into leases or concessions; make and Execute any and all proper affidavits for various purposes;

Compromise any action without leave of court; and all other Powers contained herein, and those necessary and incidental Thereto; and

- (n) Grant and obtain easements, licenses and other property rights with Respect to contiguous lands; and
- (o) Purchase or lease or otherwise acquire in the name of the Community Association or its designees, corporate or otherwise, On behalf of all Townhouse Owners within the Community, Townhouses offered for sale or lease or surrendered by their Owners to the Board; and
- (p) Purchase Townhouses within the Condominium Community at Foreclosure or other judicial sales in the name of the Community Associa
tion or its designees, corporate or otherwise, on behalf of all Townhouse Owners provided no such purchase shall be made by The Board while same is controlled by the Developer; and
- (q) Sell, lease, mortgage (but not vote the votes appurtenant thereto) Or otherwise deal with Townhouses acquired by the Community Association, and sublease any such Townhouses leased by the Community Association or its designees, on behalf of all Townhouse Owners provided this power shall not be exercised By the Board while same is controlled by the Developer; and
- (r) Bring and defend actions by or against more than one Townhouse

Owner which are pertinent to the operation of the Community, the Health, safety or general welfare of the Townhouse Owners, or Any other legal action to which the Townhouse Owners may Consent in accordance with the By-Laws.

- (s) Appoint an Insurance Trustee, who shall not be a member of the Community Association, an employee of the Developer, or the Manager, who shall discharge his duties in accordance with these By-Laws. In the absence of such an appointment, the Board shall Be responsible for the disposition of all insurance proceeds.
- (t) Create, appoint members to and disband such committees as Shall from time to time be deemed appropriate or necessary to Aid the Board in the discharge of its duties, functions and powers.

SECTION 2. Duties and Responsibilities. It shall be the affirmative and Perpetual obligation and duty of the Board to perform the following:

- (a) Cause the Common Property to be maintained according to accepted Standards and as set forth in the Declaration and By-Laws, Including, but not limited to such maintenance, painting, replacement And repair work as may be necessary, lawn maintenance and Clearing of snow form roadways and walkways as the Board may Deem appropriate. All repairs and replacements shall be substan- Tially similar to the original application and installation and shall Be of first quality; and
- (b) To investigate, hire, pay, supervise and discharge the personnel

Necessary to be employed, and provide the equipment and materials Necessary, in order to properly maintain and operate the Common Property. Compensation for the services of such employees (as Evidenced by certified payroll) shall be considered an operating Expense of the Community Association; and

- (c) Cause to be kept a complete record of all its acts and corporate Affairs and to present a summary report thereof to the members At the annual meeting or at any special meeting when requested In writing at least twenty-one (21) days in advance by members Entitled to cast at least twenty-five (25%) percent of the total votes Of the Community Association; and
- (d) Allocate common surplus or make repairs, additions, improvements To, or restoration of the Common Property in accordance with the Provisions of these By-Laws and the Declaration after damage or Destruction by fire or other casualty, or as a result of condemnation Or eminent domain proceedings; and
- (e) Take such action as may be necessary to comply promptly with Any and all orders or requirements affecting the premises Maintained by the Community Association placed thereon by any Federal, state, county or municipal authority having jurisdiction Thereover, and order of the Board of Fire Underwriters or other Similar bodies; and
- (f) Place and keep in force all insurance coverages required to be

Maintained by the Community Association, applicable to its Property and members, including, but not limited to:

- (j) Physical Damage Insurance. Board from insurance against Loss by fire and against loss by lightning, windstorm and other Risks normally included within all risk extended coverage, Including vandalism and malicious mischief, insuring all Improvements on the Common Property, together with all Service machinery appurtenant thereto, and covering the interest Of the Community Association, the Board, the Developer, and all Townhouse Owners and Qualified Lenders as their respective Interests may appear, in an amount equal to the full replacement Value of such improvements (exclusive of foundations and footings) , without deduction for depreciation. Prior to obtaining any policy of fire insurance or any renewal thereof, the Board shall obtain a qualified appraisal of the full replacement value of the Common Property and the improvements located thereon, without deduction For depreciation, for the purposes of determining the amount of Fire insurance to be effected pursuant to this subparagraph. The amount of any deductible shall be determined by the Board, In its sole discretion.

- (ii) Public Liability Insurance. To the extent obtainable, public Liability insurance for personal injury and death from accidents Occurring within the Common Property, (and any other areas which

The Board may deem advisable) and the defense of any actions Brought by injury or death of a person or damage to property, Occurring within such Common Property, and not arising by reason Of any act or negligence of any individual Townhouse Owner. Said insurance shall be in such limits as the Board may, from time To time, determine, covering each Member of the Board, the managing Agent, the manager, and each Member, and shall also cover cross Liability claims of one insured against another. The Board shall Establish the limits of coverage and shall review such limits once a Year.

- (iii) Directors and Officers Liability Insurance. Liability insurance Indemnifying the Trustees and Officers of the Community Association Against the liability for errors and omissions occurring in connection With the performance of their duties with any deductible amount to be In the sole discretion of the Board.
- (iv) Workers Compensation Insurance. Workers compensation and New Jersey disability benefits insurance as required by law.
- (v) Other Insurance. Such other insurance as the Board may Determine.

All policies shall: (i) provide that adjustment of loss shall Be made by the Board of Trustees with the approval of the Insurance Trustee, if any, and that the net proceeds thereof, if \$5,000.00 or less shall be payable to the Board, and if more than

\$5,000.00 shall be payable to the Insurance Trustee if any; (ii) require that the proceeds of physical damage insurance be applied to the restoration of such Common Property; (iii) to the extent obtainable contain waivers of subrogation and waivers of any defense based on coinsurance or of invalidity arising from any acts of the insured; and (iv) provide that such policies may not be cancelled without at least thirty (30) days prior to written notice to all of the named insureds, including all Townhouse Owners and Institutional Lenders.

Any insurance maintained by the Board may provide for such Deductible amount as the Board may determine.

The premiums for all insurance and fidelity bonds carried by the Community Association shall be a Common Expense and shall be borne By the Townhouse Owners in direct proportion to their respective Percentage of interests.

- (g) To manage the fiscal affairs of the Community Association as Hereinafter provided in Article VI.
- (h) To establish an Architectural Review Committee as hereinafter Provided in Article IX.

ARTICLE VI

FISCAL MANAGEMENT

SECTION 1. Common Receipts. The Board shall have the duty to Collect from each Townhouse Owner, his, her, or their heirs, administrators,

Successors and assigns, as “Common Receipts”, the proportionate part of the Common Expenses assessed against such Townhouse Owner as provided in the Declaration, the Articles of Incorporation, these By-Laws, and in Accordance with Applicable law.

SECTION 2. Determination of Common Expenses. The amount of Monies for Common Expenses deemed necessary by the Board and the manner Of expenditure thereof, including but not limited to, the allocation thereof, shall Be a matter for the sole discretion of the Board.

SECTION 3. Disbursements. The Board shall take and hold the funds As collected and shall disburse the same for the purposes and in the manner set Forth herein and as required by the Declaration, Articles of Incorporation, and the Applicable law.

SECTION 4. Depositories. The depository of the Community Association Shall be such a bank or banks as shall be designated from time to time by the Board and in which the monies of the Community Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such Parties as are authorized by the Board, provided that a management agreement May include among its provisions authority for the manager to sign checks on Behalf of the Community Association for payment of the obligations of the Community Association, if the proper fidelity bond is furnished to the Community Association.

SECTION 5. Accounts. The receipts and expenditures of the Community Association shall be common charges and Common Expenses respectively, and

Shall be credited and charged to accounts under the following classifications as
The Board shall deem appropriate, all of which expenditures shall be Common
Expenses:

- (a) Current expenses, which shall include expenditures within the year
For which the budget is made, including reasonable allowances for
Contingencies and working funds. Current expenses shall not include
Expenditures chargeable to reserves. At the end of each year, the
Unexpended amount remaining in this account shall be applied to
Reduce the assessments for current expenses for the succeeding
Year, or may be distributed to the membership as the Board shall
Determine.
- (b) Reserve for deferred maintenance, which shall include funds for
Maintenance items that occur less frequently than annually.
- © Reserve for replacement, which shall include funds for repair
or replacement of the Common Property and those portions of
the improvements located on the Property which the Community
Association is obligated to maintain or repair which is required
Because of the damage, depreciation or obsolescence. The amounts
In this account shall be allocated among each of the separate
Categories of replacement items.
- (c) Reserves for capital improvements, which shall include the
Funds to be used for capital expenditures of for
Acquisition of additional personal property that will be apart

Of the Common Property.

- (d) Operations, which shall include all funds from the use of the Of the Common Property or from any other sources. Only the Additional direct expense required by any revenue producing Operation will be charged to this account, and any surplus from Any operation or otherwise shall be used to reduce the assessments For current expenses for the year during the one in which the surplus Is realized, or at the discretion of the Board, in the year following The one in which the surplus is realized. Losses from operation or Otherwise shall be met by special assessments may be made in Advance in order to provide a working fund.

The Board shall not be required to physically segregate the Funds held in the above accounts but may, in its sole discretion, Maintain the fund in one or more consolidated accounts. As to each Consolidated account, the division into the various accounts set forth Above need be made only on the Community Association's records.

SECTION 6. Reserves. The Board shall not be obligated to expend all Of the revenues collected in any accounting period, and must maintain reasonable Reserves for, among other things, repairs, replacements, emergencies, contingencies Of bad weather or uncollected accounts. Notwithstanding anything herein to the Contrary, the Board in its determination of the Common Expenses and the Preparation of a budget shall specifically designate and identify that portion of The Common Expenses which is to be assessed against the Townhouse Owners as

A capital contribution and is allocable to reserves for each separate item of Capital improvement of and to said Property. The amounts assessed and collected For the reserves shall be kept in one or more interest-bearing savings accounts, or Certificates of deposit and shall not be utilized for any purpose other than that Which was contemplated at the time of the assessment. The foregoing shall not Be construed to mean that the Board shall not be permitted to keep additional Cash on hand, in a checking or petty cash account, for the necessary discharge of Its functions.

SECTION 7. Exemption from Assessments for Capital Improvements.

Anything to the contrary herein notwithstanding, neither Developer nor any Institutional Lender for any Townhouse shall be required to pay any assessment For capital improvements, whether by way of regular or special assessments or Otherwise. Further, this provision may not be amended without the written consent Of the Developer and that of every Institutional Lender. Notwithstanding the Foregoing, the Developer shall be obligated to pay assessments for capital Improvements for which he derives a benefit.

SECTION 8. Notice. The Board shall give notice to each Townhouse Owner, in writing, and to any Institutional Lender who requests same, of the Amount estimated by the Board for Common Expenses for the management and Operation of the Community Association for the next ensuing budget period, Directed to the Townhouse Owner at his last known address by ordinary mail, or By hand delivery. Said notice shall be conclusively presumed to have been Delivered five (5) days after deposit in the United States mails. If an annual

Common Expense assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior year's Assessment, increased by ten (10%) percent; and monthly installments on such Assessment shall be due upon each installment payment date until changed by an amended assessment. In the event the annual Common Expense assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board, provided that nothing herein shall serve to prohibit or prevent the Board from imposing a lump sum assessment in the case of any immediate need or emergency which cannot be met by reserve funds earmarked for such contingency.

SECTION 9. Acceleration of Assessment Installment Upon Default. If a Townhouse Owner shall be in default in the payment of an installment upon a Common Expense assessment, the Board may accelerate the remaining installments of the assessment and file a lien for such accelerated amount upon notice to the Townhouse Owner, and if the delinquent installment has not been theretofore paid, the then unpaid balance of the Common Expense assessment shall become due upon the date stated in the notice, which date shall not be less than five (5) days after delivery of the notice to the Townhouse Owner, or not less than ten (10) days after the mailing of such notice to him by registered or certified mail, whichever shall first occur. If no such notice is given and default shall continue for a period of thirty (30) days then the Board shall be required to accelerate the remaining installments of the assessment upon similar notice to the Townhouse Owner, and to file a lien for such accelerated

Assessment as permitted by law if the delinquent assessment has not been Heretofore paid. In such latter event, the Board may also notify any Institutional Lender holding a mortgage which encumbers the Townhouse affected by such Default or publish appropriate notice of such delinquency to the membership of The Community Association. If said default continues for a period of 90 days Then the Board shall foreclose the foregoing lien pursuant to law and/or Commence a suit against the appropriate parties to collect said assessment.

SECTION 10. Interest and Counsel Fees. The Board at its option shall Have the right in connection with the collection of any Common Expense Assessment, or other charge, to impose a late charge of any reasonable amount And/or interest at the legal maximum rate permitted by law for the payment of Delinquent real estate taxes, if such payment is made after a date certain stated In such notice. In the event that the Board shall effectuate collection of said Assessments or charges by resort to counsel, and/or the filing of a lien, the Board May add to the aforesaid assessments or charges a sum or sums of twenty (20 %) Percent of the gross amount due as counsel fees, plus the reasonable costs for Preparation, filing and discharge of the lien, in addition to such other costs as May be allowable by law.

- (a) In the case of any action or proceeding brought or defended by the Community Association or the Board pursuant to the provisions of These By-Laws, the reasonable costs and expenses of preparation and Litigation, including attorneys fees, shall be a Common Expense Allocated to all Townhouse Owners.

- (b) Money judgments recovered by the Community Association in any action Or proceeding brought hereunder, including costs, penalties or damages Shall be deemed a special fund to be applied to (1) the payment of Unpaid litigation expenses; (2) refunding to the Townhouse Owners the Cost and expenses of litigation advanced by them; (3) Common Charges, If the recovery thereof was the purpose of the litigation; (4) repair or Reconstruction of the Common Property if recover of damages to same Was the motivation for the litigation; and (5) any amount not applied to (1), (2), (3) and (4) above shall be at the discretion of the Board be treated either as (i) a common surplus or (ii) a set off against the common charges generally. Notwithstanding the foregoing, if a Townhouse Owner(s), the Board or any other person or legal entity Affected by any such distribution, shall assert that the damages sustained Or the diminution in value suffered by a Townhouse Owner(s) was Disproportionate to his or their percentage of common interest, in that Event the matter shall be submitted to binding arbitration to be decided In accordance with the procedures set forth in Article XV hereof.
- © All Common Charges received and to be received by the Board, for the purpose of paying any judgment obtained against the Community Association or the Board and the right to receive such funds, shall Constitute trust funds and the same shall be expended first for such Purpose before expending any part of the same for any other purpose.
- (c) In the event that a Townhouse Owner(s) shall succeed in obtaining a

Judgment or order against the Community Association or the Board, then
In addition to any other sums to which said Owner(s) would otherwise
Be entitled by such judgment or order, he or they shall also be entitled
To the restitution or recovery of any sums paid to the Board as
Common charges for litigation expenses in relation to said action or
Proceeding.

SECTION 12. Power of Attorney to Institutional Lender. In the event the
Board shall not cause the enforcement procedures provided in Section 9 above to
Be implemented within the time provided, any Institutional Lender for any Town-
House as to which there shall be such unpaid Common Expense assessments is
Hereby irrevocably granted a power of attorney to commence such actions and
To invoke such other remedies, all in the name of the Community Association.
This power of attorney is expressly stipulated to be coupled with an interest in
The subject matter.

SECTION 13. Annual Audit. The Board shall submit the books, records,
And memoranda of the Community Association to an annual audit by an indepen-
Dent certified public accountant who shall audit the same and render a report
Thereon in writing to the Board and in summary form to the Townhouse Owners
And such Institutional Lenders or other persons, firms or corporations as may be
Entitled to same. While the Developer maintains a majority of the Board of
Trustees, he shall have an annual audit of association funds prepared by an
Independent accountant, a copy of which shall be delivered to each Townhouse
Owner within 90 days of the expiration of the fiscal year of the association.

The audit shall cover the operating budget and reserve accounts.

SECTION 14. Examination of Books. Each Townhouse Owner shall be permitted to examine the books of account of the Board by appointment at a reasonable time on business days; provided, however, that the Treasurer has been given At least 10 days prior written notice of the Townhouse Owner's desire to make Such an examination.

SECTION 15. Fidelity Bonds. Fidelity bonds shall be required by the Board From all persons handling or responsible for Community Association funds. The Amount of such bonds shall be determined by the Board. The premiums on such Bonds shall be paid by the Community Association. While the Developer maintains a majority of representation on the Board of Trustees, he shall post a fidelity Bond or other guarantee acceptable to the Agency, in an amount equal to the annual budget. For the second and succeeding years, the bond or other guarantee Shall include accumulated reserves.

ARTICLE VIII

OFFICERS

SECTION 1. Designation. The principal officers of the Community Association Shall be a President, a Vice-President, both of who shall be members of the Board, a Secretary and a Treasurer. The Board may also appoint such other Assistant Treasurers and Assistant Secretaries as in its judgment may be necessary. Any Two (2) offices, except that of President and Vice-President, may be held by one Person.

SECTION 2. Election of Officers. The officers of the Community Association

Shall be elected annually by the Board at the first Board of Trustees meeting following each annual meeting and such officer shall hold office at the pleasure of The Board.

SECTION 3. Duties and Responsibilities of Officers.

- (a) The President shall be the chief executive officer of the Community Association. He shall preside at all meetings of the Community Association and Of the Board. He shall have all of the general power and duties which are Usually vested in the office of President of a Community Association.
- (b) The Vice-President shall take the place of the President and perform his Duties whenever the President shall be absent or unable to act. If neither The President nor the Vice-President is able to act, the Board shall appoint Some other Trustee to so do on an interim basis. The Vice-President shall Also perform such other duties as shall from time to time be imposed upon Him by the Board.
- (c) The Secretary shall keep the minutes of all meetings of the members of The members of the Community Association; he shall have charge of such Books and papers as the Board may direct; and he shall, in general, perform all the duties incident to the office of the Secretary.
- (d) The Treasurer shall have the responsibility for the custody of Community Association funds and securities and shall be responsible for keeping full And accurate accounts of all receipts and disbursements in books belonging To the Community Association. He shall be responsible for the deposit of All monies and other valuable effects in the name, and to the credit of the

Community Association in such depositories as may from time to time be Authorized by the Board.

SECTION 5. Other Duties and Powers. The Officers shall have such other Duties, powers and responsibilities as shall, from time to time, be authorized by The Board.

SECTION 6. Eligibility of Trustees. Nothing herein contained shall prohibit A Trustee from being an Officer.

ARTICLE VIII

COMPENSATION, INDEMNIFICATION AND EXCULPABILITY OF OFFICERS, TRUSTEES, AND COMMITTEE MEMBERS

SECTION 1. Compensation. No compensation shall be paid to the President, Vice-President, Secretary or Treasurer or any Trustee, or Committee Member for Acting as such Officer or Trustee. Nothing herein stated shall prevent any Officer Or Trustee, or Committee Member from being reimbursed for out-of-pocket expenses or compensated for services rendered in any other capacity to or for the Community Association, provided however that any such expenses incurred or Services rendered shall have been authorized in advance by the Board.

SECTION 2. Indemnification. Each trustee, Officer or Committee Member Of the Community Association, shall be indemnified by the Community Association against the actual amount of net loss including counsel fees, reasonably Incurred by or imposed upon him in connection with any action, suit or proceeding to which he may be a party by reason of his being or having been a

Trustee, Officer, or Committee Member of the Community Association, or delegee, Except as to matters as to which he shall be ultimately found in such action to Be liable for gross negligence or willful misconduct. In the event of a settlement Of any such case, indemnification shall be provided only in connection with such Matters covered by the settlement as to which the Community Association is Advised by counsel that the person to be indemnified had not been guilty of Gross negligence or willful misconduct.

SECTION 3. Exculpability. Unless acting in bad faith, neither the Board as A body nor any Trustee, Officer, nor any Committee Member of the Community Association, shall be personally liable to any Townhouse Owner in any respect for Any action or lack of action arising out the execution of his office. Each Town- House Owner shall be bound by the good faith actions of the Board, Officers and Committee Members of the Community Association, in the execution of the duties Of said Trustees, Officers and Committee Members. Nothing contained herein Shall be construed so as to exculpate members of the Board of Trustees app- Ointed by the Developer from discharging their fiduciary responsibilities.

ARTICLE IX

ARCHITECTURAL REVIEW COMMITTEE

- (a) Purpose. The Board shall establish an Architectural Review Committee, Consisting of three members appointed by the Board, each to serve for A term of one year, in order to assure that the Community shall always Be maintained in a manner:
- (k) providing for visual harmony and soundness of repair;

- (2) avoiding activities deleterious to the aesthetic or property values of the Community;
- (3) furthering the comfort of the Townhouse Owners; their guests, invitees and lessees; and
- (4) promoting the general welfare and safety of the Community.

(b) Review and Approval of Members' Plans and Specifications for

Additions, Alterations or Changes to Structures. No building, wall, fence, Swimming pool, or other structure shall be commenced, erected, or maintained upon any Townhouse, nor shall any exterior addition to any such Existing structure or any exterior change or alteration (including change in Paint colors), which alteration or change alters in any way the building Exterior of any Townhouse from its improved state existing on the date Such Townhouse was first conveyed by the Developer to an Owner, be Made until the plans and specifications therefore showing the nature, kind, Shape, height, color, materials, and location of the same shall have been Submitted to and approved in writing as to the harmony and compatibility Of its external design and location, with the surrounding structures and Topography, by the Architectural Review Committee. In the event the Committee fails to approve or disapprove such design and location within Forty-five (45) days after said plans and specifications have been fully Submitted to it then the Owner shall submit an additional written request To the Board of Trustees. If the Board fails to take action on such

Additional written request, approval will not be required and the provisions of this Section shall be deemed to have been waived with respect to such structure, addition, alteration or change.

The provisions of this Section shall not apply to the Developer in the building of new Townhouses on Lots owned by the Developer.

- (c) Planting and Removal of Trees and Shrubbery. Required Review and Approval of Plans by Architectural Review Committee. No trees or Shrubbery shall be planted or maintained upon any portion of any Townhouse Owner's Lot which abuts a curve or corner of intersecting Streets, unless and until the Member shall have submitted to the Architectural Review Committee his plans therefore, showing the location, Area and height of the proposed planting; and the materials proposed to Be used. In approving or disapproving a Member's proposal, the Architectural Review Committee, shall employ general rules which take into Consideration: the nature of the proposed material (e.g. evergreen or Deciduous); its potential height and breadth at maturity; its shape (e.g. Low spreading, bushy, pyramidal, etc.); its rate of growth; the potential Effect of such planting upon such problems as leaf removal from streets, Root growth into sanitary and storm sewer facilities; and, most importantly, visibility for vehicular traffic at street curves and intersections.

No tree having a diameter in excess of five (5) inches, measured Feet above the ground level, shall be removed for any reason by any Townhouse Owner from his lot, unless he first shall have obtained

Written consent for such removal from the Architectural Review Committee, which consent shall not be granted unless it shall be established clearly that the tree in question is diseased, poorly formed, has been damaged by the elements beyond reasonable repair or salvage; is of such nature or kind as to harbour the breeding of tent caterpillars or other noxious insects therein; will constitute a hazard by reason of its proximity to a building, driveway, street or utility service line; or constitutes a nuisance because of excessive seeds, pods, leaves, nuts, bark, or other debris therefrom, or other undesirable characteristics.

The provisions of this Section relating both to the planting or removal of trees and shrubs shall not be applicable to or binding upon the Developer with respect to the clearing, grading, and landscaping of any Lot owned by the Developer incidental to the improvement thereof, and the erection of any structure thereon.

(c) Powers. The Architectural Review Committee shall have the power to issue a cease and desist request to a Townhouse Owner, his guest, invitees, or lessees whose actions are inconsistent with the provisions of this Article

IX. Any action, ruling or decision of the Architectural Review Committee

may be appealed to the Board by any party deemed by the Board to have standing as an aggrieved party and a vote of a majority of the full authorized membership of the Board may modify or reverse any such action, ruling or decision.

(d) Authority. The Architectural Review Committee shall have such addit-

Tonal duties, power and authority as the Board may from time to time Provide by resolution including the right to impose fines for violations of This Article IX. Notwithstanding the foregoing, no action may be taken by The Committee without giving the Townhouse Owner(s) involved at least Ten (10) days prior written notice and affording him the opportunity to be Heard, with or without counsel, with respect to the violation(s) asserted.

ARTICLE X

EXTERIOR MAINTENANCE

SECTION I. Exterior Maintenance. In addition to the care, improvement, And maintenance of the Common Properties, the Association in its discretion May, at the request of a Townhouse Owner provide care or maintenance upon Such Townhouse Owner's Townhouse or lot, limited to the following: trimming Grass, shrubs and trees, and the removal of snow, ice and leaves from walks and Driveways. Payment for such care or maintenance service shall be made in full According to such rates as the Board shall determine, upon presentation, person- Ally, or by regular mail, of an invoice for such services.

SECTION 2. Necessary Exterior Repairs by Association Occasioned by Owner's Neglect. Every Townhouse Owner by the acceptance of a deed for the Same, or by acceptance of title as devisee or heir, covenants that he, she or it Will not permit the Townhouse or any improvements (including, but not limited To the grass, shrubs, trees, driveways, walks and fences) thereon to be otherwise Maintained than in good repair and in a safe, neat and attractive condition. In the Event any Owner shall fail to so maintain his Townhouse, and such neglect, in

The judgment of the Board should result in a condition of unsightliness tending To adversely affect the value or enjoyment of other Townhouses within the community, or should constitute a hazard to persons or property, the Board, or the Architectural Review Committee, may give notice of such conditions to the Owner Of the Townhouse, demanding that such condition be abated within seven (7) Days from the date the notice is sent. If the Owner of the Townhouse does not Rectify the condition at the end of such period, the Association may cause such Work to be performed as is necessary to rectify the condition. The cost of such Work shall be assessed against the Townhouse upon which the services are performed and shall be added to and become part of the annual maintenance assessment or charge to which such Townhouse is subject, and, as part of such annual Assessment or charge, it shall be a lien and obligation of the Owner in all respects as provided in the Declaration, except that payment for any work performed pursuant to this Section shall be due upon presentation to the Owner, either in person or by regular mail, of the Association's invoice therefore. Default in prompt and full payment within ten (10) days from the date the invoice is sent to the Member, shall entitle the Association to interest at the legal maximum rate on the amount due from the date of the invoice, which interest shall also constitute a lien upon the Townhouse and obligation of the Owner thereof.

SECTION 3. Access to the Association at Reasonable Hours.

For the purpose of performing either any exterior maintenance requested by the Owner under Section 1 of this Article, or of performing (after expiration of the Notice period required in Section 2 hereof), the necessary exterior work as pro-

Vided in said Section 2 of this Article, the Association, through its authorized Agents, servants, employees, or contractors, shall have the right to enter upon the Lot upon which any Townhouse is located at reasonable hours, except Sundays And Legal Holidays.

ARTICLE XI

ENFORCEMENT

SECTION 1. Enforcement. The Board 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: self-help; sending notice To the offending party to cause certain things to be done or undone; restoring the Community Association to its original position and charging the breaching party With the entire cost or any part thereof by bringing complaint to the duly constituted authorities; or by taking any other action before any court, summary or Otherwise, as may be provided by law.

SECTION 2. Fines. The Board shall also have the power to levy fines Against any Townhouse Owner(s) for violations(s) of any rule or regulation of the Community Association or of the Declaration or By-Laws, except that no fine May be levied for more than \$100.00 for any one violation; provided, however, That for each day a violation continues after notice it shall be considered a separate violation. Collection of the fines may be enforced against any Townhouse Owner(s) involved as if the fine were a Common Expense owed by the particular Owner(s). Notwithstanding the foregoing, before any fine is imposed by the Board, the Townhouse Owner involved shall be given at least ten (10) days

Prior written notice and afforded an opportunity to be heard, with or without Counsel, with respect to the violation(s) asserted.

SECTION 3. Waiver. No restriction, condition, obligation or covenant Contained in these By-Laws 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.

ARTICLE XIII

AMENDMENTS

Subject to the restrictions in Section 7 of Article VI hereof, these By-Laws, Or any of them, may altered or repealed, or new By-Laws may be made, at any Meeting of the Community Association duly held for such purpose, and previous To which written notice to Townhouse Owners of the exact language of the amendment or of the repeal shall have been sent, a quorum being present, by an Affirmative vote of two-thirds in number and in interest of the votes entitled to Be cast in person or by proxy, except that (i) the first annual meeting may not Be advanced, (ii) the first Board (including replacements in case of vacancies) May not be enlarged or removed, (iii) the obligation or the proportionate responsibility for the payment of Common Expenses with respect to Townhouses or the Common Properties may not be changed by reason of any such new By-Laws, Amendment or repeal, or (iv) no such new By-Law, amendment or repeal shall in Any way affect the Developer, including any successor of the Developer, unless The Developer, or its successor, has given its prior written consent thereto.

ARTICLE XIII

CONFLICT: INVALIDITY

SECTION 1. Conflict. Anything to the contrary herein notwithstanding, if Any provision of these By-Laws is in conflict with or contradiction of the Declaration, the Articles of Incorporation of the Community Association or with the Requirements of any law, then the requirements of said Declaration, Articles of Incorporation or law shall be deemed controlling.

SECTION 2. Invalidity. The invalidity of any part of these By-Laws shall Not impair or affect in any manner the enforceability or affect the remaining Provisions of the By-Laws.

ARTICLE XIV

NOTICE

Any notice required to be sent to any Townhouse Owner under the provisions Of the Declaration or Articles of Incorporation or these By-Laws shall be deemed To have been properly sent and notice thereby given, when mailed, by regular Post with postage prepaid, addressed to the Townhouse Owner at the last known Post office addressed to the Townhouse Owner at the last known post office address of the person who appears as a member on the records of the Community Association at the time of such mailing. Notice to one or more co-owners of a Townhouse shall constitute notice to all co-owners. It shall be the obligation of Every Townhouse Owner to immediately notify the Secretary of the Community Association in writing of any change of address. Valid notice may also be given To Townhouse Owners (i) personal delivery to any occupant of said Townhouse Over 14 years of age or (ii) by affixing said notice to or sliding same under the

Front door of any Townhouse.

ARTILCE XV

ARBITRATION

Any arbitration provided for in these By-Laws shall be conducted before one Arbitrator in Burlington County, New Jersey by the American Arbitration Association, in accordance with its rules then obtaining and the decision rendered in Such arbitration hereunder including the fees and expenses of counsel and experts Shall be Common Expenses.

ARTICLE XVI

CORPORATE SEAL

The Community Association shall have a seal in circular from having within Its circumference the word "The Vineyards of Greentree Community Association".

EXHIBIT "H"

THE VINEYARDS OF GREENTREE COMMUNITY
PERCENTAGE OF OWNERSHIP

THE VINEYARDS OF GREENTREE COMMUNITY

PERCENTAGE OF OWNERSHIP

ADDRESS

SECTION TH-1

UNIT PERCENTAGE
OF DEVELOPMENT

1	Burgundy Drive	1.592%
2	Burgundy Drive	1.914
3	Burgundy Drive	2.285
4	Burgundy Drive	1.897
5	Burgundy Drive	1.897
6	Burgundy Drive	2.285
7	Burgundy Drive	1.914
8	Burgundy Drive	1.592
9	Burgundy Drive	1.592
10	Burgundy Drive	1.914
11	Burgundy Drive	2.285
12	Burgundy Drive	1.897
13	Burgundy Drive	1.897
14	Burgundy Drive	2.285
15	Burgundy Drive	1.914
16	Burgundy Drive	1.592
17	Burgundy Drive	1.592
18	Burgundy Drive	1.914
19	Burgundy Drive	2.285
20	Burgundy Drive	1.897
21	Burgundy Drive	1.897
22	Burgundy Drive	2.285
23	Burgundy Drive	1.914
24	Burgundy Drive	1.592
1	Chablis Court	1.592
2	Chablis Court	1.914
3	Chablis Court	2.285
4	Chablis Court	1.897
5	Chablis Court	1.897
6	Chablis Court	2.285
7	Chablis Court	1.914
8	Chablis Court	1.592

1 Chardonay Court	1.592%
2 Chardonay Court	1.914
3 Chardonay Court	2.285
4 Chardonay Court	1.897
5 Chardonay Court	1.897
6 Chardonay Court	2.285
7 Chardonay Court	1.914
8 Chardonay Court	1.592
9 Chardonay Court	1.592
10 Chardonay Court	2.285
11 Chardonay Court	2.285
12 Chardonay Court	1.592
13 Chardonay Court	1.592
14 Chardonay Court	1.914
15 Chardonay Court	2.285
16 Chardonay Court	1.897
17 Chardonay Court	1.897
18 Chardonay Court	2.285
19 Chardonay Court	1.914
20 Chardonay Court	1.592

Said common interest percentages are subject to reduction, as provided in Article V, Section 5 of the Declaration, upon the supplementation of the Declaration to include Phase II or III.

EXHIBIT "I"
RULES AND REGULATIONS
OF
THE VINEYARDS OF GREENTREE COMMUNITY ASSOCIATION

RULES AND REGULATIONS
OF
THE VINEYARDS OF GREENTREE COMMUNITY ASSOCIATION

1. There shall be no obstruction of the Common Property nor shall anything be stored in or upon the Common Property without the prior written consent of the Board of Trustees.
2. No exterior loudspeakers other than those contained in portable radios or television sets shall be permitted nor shall unshielded floodlights be installed in any exterior area of any Townhouse or any balcony, patio or terrace appurtenant thereto without the prior written permission of the Board of Trustees.
3. No portion of the Common Property shall be used or maintained for the dumping of rubbish or debris. Trash, garbage or other waste shall be kept in sanitary containers or other designated receptacles provided by the Community Association for regular collection.
4. No Townhouse Owner shall burn, chop or cut anything on, or above the Common Property.
5. Nothing shall be done or kept in or upon the Common Property which will increase the rate of insurance of any Townhouse or Building or the contents thereof beyond the rate applicable for Townhouse units without the prior written consent of the Board of Trustees.
6. No Townhouse Owner shall do anything to or upon the Common Property or keep anything in or upon the Common Property which will result in the cancellation of insurance on an Unit or Building or the contents thereof, or which will be in violation of any law.
7. No Townhouse Owner shall permit anything to be done or kept in upon the Common Property which will result the contents thereof, or which will be in violation of any law.
8. All sidewalks and walkways throughout the Property shall be used for pedestrian traffic only.

9. No bicycles, scooters, baby carriages or similar vehicles or toys or other personal articles shall be allowed to stand unattended in any portion of the Common Property.
10. Nothing shall be done in or upon the Common Property so as to permit or create any noises that will unreasonably disturb or annoy the occupants of the Townhouse or unreasonably interfere with the rights, comfort or convenience of Unit Owners.
11. No Townhouse Owner shall use or permit to be brought into or onto the Common Property any inflammable oil or fluid, such as but not limited to, gasoline, kerosene, naphtha, or benzene, or explosives, fireworks or articles deemed extra hazardous to life, limb or property, without, in each case, obtaining the prior written consent of the Board of Trustees.
12. No Townhouse Owner shall plant, place, prune, or remove trees or shrubs in or on the Common Property without the prior consent of the Board of Trustees.
13. Any damage to any portion of the Common Property caused by minor children of Townhouse Owners or guests, invitees or licensees of Townhouse Owners shall be repaired at the expense of such Townhouse Owners.
14. Parents or Guardians shall be held responsible for the actions of their minor children and their guests.
15. Draperies, blinds, curtains or other window coverings must be installed by each Townhouse Owner on all windows of his Townhouse and must be maintained in said windows at all times. That portion of any such window coverings installed by any Townhouse Owner and which is visible from the exterior of an Townhouse must be white. All front doors shall be of the same color as existing doors (paint color and brand available from the Board of Trustees).
16. Clothespoles, clotheslines or other devices for the hanging or drying of clothes shall not be installed or maintained, temporarily or permanently, on any portion of the Common Property.

17. Dogs, cats or other common household pets are permitted to be kept within an Townhouse, provided that they are not kept, bred or maintained for any commercial purpose; however, in no event shall more than two household pets per Townhouse be allowed absent prior written approval from the Board of Trustees. Pets shall not be permitted to run free, and must be curbed in designated areas only.
18. No outside pens, runs, yards or other devices for harboring animals shall be permitted to be installed or maintained, temporarily or permanently on any portion of the Common Property.
19. No Townhouse Owner shall cause or permit any clothes, sheets, blankets or laundry of any kind or any signs or other articles to be hung or displayed on the outside of windows or placed on the outside window sills, walls or balconies of any Townhouses or Buildings, terraces, patios, or any parking areas.
20. No business of any kind shall be permitted to be conducted in any Townhouses.

To the extent that any of the foregoing rules and regulations of any portion of same conflict with or are any way inconsistent with the provisions of the Declaration of Covenants, Easements and Restrictions for The Vineyards of Greentree Association, the Articles of Incorporation of The Vineyards of Greentree Association, the provisions of the latter shall prevail.

Further, unless otherwise provided, all terms used in these Rules and Regulations shall be given the same definition as provided in the aforesaid documents except where the context clearly indicates a contrary intention.

FIRST AMENDMENT TO DECLARATION
OF COVENANTS, EASEMENTS AND RESTRICTIONS
OF
THE VINEYARDS OF GREENTREE COMMUNITY ASSOCIATION

Whereas, Declarant, Vingl/Traino Construction Co., Inc., now Gerard Builders, Inc., on August 14, 1985 was the owner of certain real property in Evesham Township, Burlington County, State of New Jersey, consisting of approximately 38.4 acres of land together with certain improvements thereon; and

Whereas, Declarant proposed to develop a residential Townhouse Community on the 38.4 acres or a portion thereof, which was to be known as “The Vineyards of Greentree Community Association” and was intended to ultimately contain up to 177 Townhouses, together with recreation facilities, streets, roads, buildings, parking areas and other common areas; and

Whereas, Declarant submitted Phase 1 of The Vineyards of Greentree Community to the provisions of a Declaration of Covenants, Easements and Restrictions on August 14, 1985 and reserved the right to develop and submit to that Declaration those portions of the 38.4 acres to be known as Phase 2 and Phase 3; and

Whereas, said Declaration contained certain other rights which were reserved to Declarant; and

Whereas, Declarant is conveying the lands containing Phase 2 and 3 of that portion of the 38.4 acre site of The Vineyards of Greentree Community to Scarborough Corporation this day of 1986;

and by: _____

DANIEL J. WARD, ESQ.

DuBOIS, SHEEHAH, HAMILTION& DuBOIS

511 Cooper St., Camden, NJ 08102

(609) 365-7665

:

Whereas, pursuant to Article VI, Sections 1, 2 and 4(b) and (e) of the Declaration of Covenants, Easements and Restrictions, Scarborough Corporation intends to be the transferee of all special rights created or reserved to the Declarant under said Declaration; and

Whereas, in addition to the above, Scarborough Corporation, as said transferee, intends, immediately upon closing on the balance of the 38.4 acres, to replace all of the Trustees on the Board of Directors of The Vineyards of Greentree Community Association and all members of the Architectural Review Committee, and the Declarant has so consented;

Now, therefore, Vingl/Traino Construction Co., Inc., now Gerard Builders, Inc., hereby transfers to Scarborough Corporation all of the above rights as set forth in the Declaration and Scarborough Corporation agrees to accept those rights and be subject to all obligations and liabilities imposed upon it, as transferee of Declarant's Rights, by law or the Declaration itself.

In addition, Scarborough Corporation hereby accepts the resignation of Michael J. Traino, Louise Vingl and Gerard D. Vingl as Trustees of The Vineyards of Greentree Community Association and appoints the following as their successors, effective immediately:

Donald J. Cunningham
1815 Hamilton Avenue
Trenton, NJ 08619

Gary G. Schaal
8 Addington Court
Voorhees, NJ 08043

Winfield E. Ziegenfuss, Jr.
R.D. 1, Box 1702
Commission Road
Mullica Hill, NJ 08062

These same individuals shall also function hereafter as the Architectural Review Committee of The Vineyards Of Greentree Community Association.

In Witness Whereof, the Declarant/Transferor, Vingl/Traino Construction Co., Inc., now Gerard Builders, Inc., has caused this instrument to be executed this 3, day of January , 1986, by its President and Attested by its Secretary, and its corporate seal affixed, pursuant to a resolution duly and unanimously adoped By its Board of Directors.

The Successor Declarant/Transferee, Scarborough Corporation, pursuant to Article VI, Section I of the Declaration of Covenants, Easements and Restrictions of The Vineyards of Greentree Community Association, dated August 14, 1985, has also caused this instrument to be executed this day of January , 1986, by its President And attested by its Secretary, and its corporate seal affixed, pursuant to a resolution duly and unanimously adopted by Its Board of Directors.

GERARD BUILDERS, INC. (Formerly
Vingl/Traino Construction Co., Inc.)

Secretary

By: _____
GERARD D. VINGL, PRESIDENT

Secretary

By: _____
President

STATE OF NEW JERSEY :
SS:

COUNTY OF BURLINGTON:

Be It Remembered that on this 3, day of January, 1986,

Before me, the subscriber,

Personally appeared Gerard D. Vingl, President of Gerard Builders, Inc., a New Jersey corporation, who I am satisfied are the persons who signed the within instrument, and they acknowledged that they signed sealed with the corporate

seal, and delivered the same as such officers 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.
