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DECLARATION OF COVENANTS & RESTRICTIONS

THE RESERVE AT FAWN RUN

TOWNSHIP OF BRANCHBURG, SOMERSET COUNTY

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DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
THE RESERVE AT FAWN RUN

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Record and Return To : Perimeter Properties One, LLC
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EXHIBITS

- Exhibit A - Description of Property**
- Exhibit B - Map of Property**
- Exhibit C - By-Laws**
- Exhibit D - Certificate of Incorporation**
- Exhibit E - Stormwater Operation and Maintenance Manual**
- Exhibit F - Schedule of Impacted Lots**

DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
THE RESERVE AT FAWN RUN

This Declaration, made this 2nd day of February, 2017, by Perimeter Properties One, LLC, 30 Kings Ridge Road, Basking Ridge, NJ 07920, hereinafter called "Declarant":

WITNESSETH:

WHEREAS, Declarant collectively owns all of the real property located in the Township of Branchburg, Somerset County, New Jersey, as more particularly described in Exhibit "A" attached hereto (hereinafter the "Property"); and will generally be known as The Reserve at Fawn Run; and

WHEREAS, Declarant intends to submit to this Declaration the Property which is more particularly described in Exhibit "A" attached hereto; and

WHEREAS, Declarant contemplates the establishment of The Reserve at Fawn Run as a community of single family residences and a stormwater management system for the benefit of the residents of said community; and

WHEREAS, the Property is the subject of certain subdivision approvals which permit the construction thereon of up to a total of ten (10) single-family, residential building lots upon which single family dwellings shall be constructed (collectively, the "Units") along with certain stormwater management facilities located on the Property, including swales, two (2) storm sewer sub-systems, detention basin, the sand filter in the detention basin, the outlet structure, the gabion aprons, the flared end sections at the detention basin and the scour hole located throughout the Property and serving the Lots (collectively, the "Common Property") in a community to be known as "The Reserve at Fawn Run" (the "Community"), as shown a certain plan prepared by Templin Engineering Associates entitled "Preliminary Major Subdivision of Block 60, Lot 7, Flatwater Development, Inc., Branchburg Township, Somerset County, New Jersey", dated February 17, 2004, as last revised October 14, 2015 (the "Map"), a copy of which is attached hereto and made a part hereof as Exhibit "B" which Map has heretofore been recorded in the Office of the Clerk of Somerset County on September 14, 2016 in Book 6903 at page 2269; and

WHEREAS, pursuant to the subdivision approvals for the Property, the Declarant is required to establish a scheme of management at the Property whereby THE RESERVE AT FAWN RUN Homeowners Association, Inc., a New Jersey nonprofit corporation (the "Homeowners Association" or "Association"), shall (i) administer the covenants, conditions and restrictions of this Declaration; and (ii) insure, maintain, repair and replace the Stormwater Management Facilities, as further described in this Declaration; and

WHEREAS, Declarant desires to provide for the preservation of said residences and detention system, and to this end, desires to subject the Property to the covenants, restrictions, easements, charges and liens hereinafter set forth, all of which are hereby declared to be for the benefit of said lands and each and every owner of any and all parts hereof; and

WHEREAS, Declarant has deemed it advisable to create an agency to which shall be delegated and assigned the power and authority to maintain and administer the Common Property, to administer and enforce the covenants and restrictions, and to collect and disburse all assessments and charges necessary for such maintenance, administration and enforcement, all as hereinafter provided; and

WHEREAS, Declarant has caused to be incorporated under the laws of the State of New Jersey, a non-profit corporation known and designated as The Reserve at Fawn Run Homeowners Association, Inc. as the agency to perform the functions aforesaid, and which are hereinafter more fully set forth.

NOW, THEREFORE, Declarant declares that the Property, hereinafter described in Exhibit "A" 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

Section 1. The following words and terms, when used in this Declaration or any Supplemental Declaration (unless the context clearly shall indicate otherwise), the Articles of Incorporation or the By-Laws of the Association, shall have the following meanings:

(A) "Articles of Incorporation" and "Certificate of Incorporation" shall mean and refer to the Certificate of Incorporation of The Reserve at Fawn Run Homeowners Association, Inc., a copy of which is attached hereto and made a part hereof as Exhibit "D", as the same may, from time to time be amended.

(B) "Association" shall mean and refer to The Reserve at Fawn Run Homeowners Association, Inc, a New Jersey non-profit corporation, its successors and assigns.

(C) "Board" or "Board of Directors" shall mean and refer to the Board of Directors of the Association.

(D) "By-Laws" shall mean and refer to the By-Laws of the Association, a copy of which is attached hereto and made a part hereof as Exhibit "C", as the same may, from time to time, be amended.

(E) "Common Expenses" shall mean and refer to those expenses (including reserves) which are incurred or assessed by the Association in fulfilling its lawful responsibilities.

(F) "Common Property" shall mean those areas of the Property as shown on Exhibit "B" hereto, together with any improvements thereto, which shall include the stormwater detention system located on those easement areas and shall mean swales, two (2) storm sewer sub-systems, detention basin, the sand filter in the detention basin, the outlet structure, the gabion aprons, the flared end sections at the detention basin and the scour hole located throughout the Property and serving the Lots. Common Property shall also mean and refer to all personal property owned by the Association.

(G) "Declarant" shall mean and refer to Perimeter Properties One, LLC., its successors and assigns.

(H) "Declaration" shall mean and refer to this Declaration of Covenants and Restrictions, as the same may, from time to time, be amended and/or supplemented.

(I) "Developer" shall mean any person or corporation engaged in construction of Units on Lots within Exhibit "A" for resale in the ordinary course of business.

(J) "Property" shall mean and refer to all of the real property located in the Township of Branchburg, Somerset County, described in Exhibit "A" aforesaid.

(K) "Institutional Lender" shall mean and refer to any bank, mortgage banker, savings and loan association or other financial institution or pension fund, which is the owner of a first mortgage of record which encumbers any Lot. The term "Institutional Lender" shall also mean and refer to any Institutional Lender taking a first mortgage position and any Lot Owner who sells to another and takes back a purchase money mortgage.

(L) "Lot" shall mean and refer to any individual residential building Lot(s) intended for the construction of Unit(s) thereon and shall include any Unit so constructed on such Lot.

(M) "Member" shall mean and refer to all those Owners of Lots who are members of the Association as provided in the Articles of Incorporation.

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

(O) "Unit" shall mean and refer to any portion of any building or any individual building designed and intended for independent single family residential use and occupancy which may be erected on any Lot, and for which an initial Certificate of Occupancy has been issued by the Township of Branchburg.

ARTICLE II
Property Subject to This Declaration

Section 1. The Property. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration, is located in the Township of Branchburg, Somerset County, New Jersey, and is more particularly described in Exhibit "A" aforesaid. The Common Property is shown on Exhibit "B" hereto.

The Property described in Exhibit "A" and shown on Exhibit "B" hereto is hereby expressly made subject to this Declaration and shall be held, transferred, sold, conveyed, leased and occupied subject to this Declaration and all future amendments or supplements hereto. A total of ten (10) Units are being subjected to the Declaration upon its recordation, which represents the maximum number of Units to be situated in the Community.

Common Property. The Common Property is located throughout the Property consists of easement areas located on the Lots listed as Lots subject to Drainage Easements on the Schedule of Impacted Lots attached hereto and made a part hereof as Exhibit F. The Homeowners Association shall have a perpetual non-exclusive easement over, on and through the Lots, pursuant to this Declaration, for the purpose of permitting the Homeowners Association to insure, maintain, repair, improve and/or replace the Common Property, or any part thereof, for the benefit of all of the Lots planned for the Community.

ARTICLE III
Property Rights in the Common Property

Section 1. Members' Easement of Enjoyment. Subject to the provisions of this Declaration, the Articles of Incorporation, By-Laws and the rules and regulations of the Association, every Member shall have a right and easement of enjoyment in and to the Common Property and such easement shall be appurtenant to and shall pass with the title to every Lot.

Section 2. Title To Common Property. Despite any provision to the contrary herein, Declarant covenants for itself, its successors and assigns, that it shall convey title to the Common Property as part of the conveyance of the Lot on which the Common Property is located to the Lot Owner, and the Association shall be obligated to properly maintain the Common Property in accordance with this Declaration and the By-Laws. Retention of title to Common Property by the Lot Owner shall not exempt the Association and Owners from their obligation to maintain such areas.

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

(A) The right of the Association, as provided in the By-Laws, to promulgate rules and regulations for the use and enjoyment of the Common Property or to suspend the enjoyment 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 infraction of its published rules and regulations continues, it being understood that any suspension for either nonpayment of any assessment or a breach of the rules and regulations of the Association shall not constitute a waiver or discharge of the Member's obligation to pay the assessment; and

(B) The right of Declarant to mortgage the Common Property prior to conveyance to the Lot Owner and to take such other actions as would be necessary to prevent foreclosure; and

(C) The following easements are hereby established:

(1) A blanket perpetual and non-exclusive easement in, upon, over, under, across and through the Property for the purpose of the installation, maintenance, repair and replacement of the Common Property and associated structures, sewer, water, power and telephone pipes, lines, mains, conduits, poles, transformers, storm drainage facilities, master television antennas or cable television facilities, sprinkler lines and control boxes, and any and all other equipment or machinery necessary or incidental to the proper functioning of any utility systems serving the Property, which easement shall be for the benefit of the Declarant, the Association, the Township of Branchburg or any governmental agency or utility company which requires same for the purpose of furnishing, maintaining, repairing or replacing one or more of the foregoing services or facilities;

(2) A blanket and non-exclusive easement in, upon, through and over the Property for the purpose of construction, installation, maintenance and repair of any improvements on the Lots or Common Property, and for ingress and egress thereto, and for the use of all roadways, parking areas and walkways for sales promotion and exhibition purposes which easements shall be for the benefit of (i) Declarant or its successors and assigns and shall exist for so long as Declarant or its successors and assigns shall be engaged in the construction, development and sale of Lots on the Property, and (ii) the Association on a perpetual basis in connection with the proper discharge of its responsibilities with respect to the Lots, Units or Common Property;

(3) A blanket, perpetual and non-exclusive easement of unobstructed ingress and egress in, upon, over, across and through the Common Property to the Township of Branchburg, the Association, their respective officers, agents and employees and all policemen, firemen and ambulance personnel;

(4) A perpetual easement for the benefit of any Owner upon whose Lot Declarant or any Developer has constructed or shall construct improvements which encroach upon adjoining Lot(s); Unit(s) or Common Property for the continuance of such encroachments, now existing or which

may come into existence hereafter, so that any such encroachment may remain undisturbed so long as the improvements are in existence; and

(5) A blanket, perpetual and non-exclusive easement 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 Lot Owner shall directly or indirectly interfere with or alter the drainage or runoff patterns and systems within the Property.

Section 4. Use of the Common Property. The Common Property shall be used strictly in accordance with the easements granted thereon. The Common Property shall be used only for the purposes intended as a stormwater detention system and not for any other purpose. There shall be no access to the Easement area on which the stormwater detention system is located by Owners except as necessary for the maintenance, repair and replacement of such facilities. There shall be no obstruction or interference whatever with the rights and privileges of other Owners in the Common Property and nothing shall be planted, altered, constructed upon or removed from the Common Property by any Owner or other party (other than Declarant or Association). If an Owner shall violate this section, the Association shall have the right to restore the Common Property to its prior condition and assess the cost thereof against the Owner who violates this section and such cost shall become a lien upon the Lot of such Owner, which shall become due and payable upon demand. The Association shall have the same right and powers to collect the cost of such restoration as provided for the collection of delinquent assessments. If an Owner interferes with the rights and privileges of another Owner in the use of the Common Property, the Association or the Owner, in addition to all other remedies available, may commence an action to enjoin such interference and the prevailing party shall be entitled to recover such reasonable counsel fees as the Court may allow together with all necessary costs and disbursements incurred in connection therewith. Violation of this Section shall also be subject to the imposition of fines pursuant to the terms

ARTICLE IV

Membership in and Management of The Reserve at Fawn Run Homeowners Association, Inc

Section 1. Membership Every Owner of a Lot subject to this Declaration shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot subject to this Declaration. Ownership of a Lot shall be the sole qualification for membership. Membership in the Association shall lapse and terminate when a Member shall cease to be an Owner; however, any delinquent assessments will still be the personal liability of said Owner despite termination of membership.

Section 2. Management of Association. The Association shall be managed by a Board of Directors and Association officers in accordance with the provisions of the Certificate

Clerk of Somerset County. Each such assessment together with interest, costs and reasonable counsel fees, shall also be the personal obligation of the Owner of such Lot at the time when the assessment accrued. The personal obligation for delinquent assessments shall also pass to an Owner's successor in title by his acceptance of title to such Lot for which such assessments are delinquent, except as otherwise provided herein. Lot Owners agree to satisfy any arrearages in assessments, charges or dues from the proceeds of closing of title to any such Lot.

Section 2. Purpose of Assessments. The Owners, through the Association, shall be responsible for the care, maintenance, repair and improvement of the Common Property and may undertake additional maintenance in accordance with Article VI herein. Such maintenance shall be in strict accordance with all applicable laws and regulations. Such maintenance shall be funded by assessments and dues against the Lot Owners, other than the Declarant or any Developer as further provided herein, and such responsibility of maintenance shall be by the Association whether title to the Common Property is in the Declarant or in the Lot Owner. No Lot Owner may waive or otherwise avoid liability for the aforesaid Common Expenses by non-use of the Common Property, or otherwise. The annual Common Expense assessments levied by the Association shall be used exclusively for promoting the health, safety, and welfare of the Lot Owners and costs and expenses incident to the operation of the Association, including, without limitation, the maintenance of services furnished by the Association, the repair and replacement of improvements on the Common Property, payment of all insurance premiums, and all costs and expenses incidental to the operation and administration of the Association and its facilities and services. The Board of Directors shall include in the general assessment a charge to establish a fund for future repairs and replacement of Common Property, as required. This fund shall be known as a reserve fund.

Section 3. Amount of Annual Assessments to be Borne Equally. It shall be an affirmative obligation of the Association and its Board of Directors to fix Common Expense assessments in an amount sufficient to maintain and operate the Common Property, to maintain improvements which the Association is obligated to so maintain, and to place and maintain in full force and effect all of the insurance coverage provided for in the By-Laws. All real estate taxes on the Common Property shall be paid by the Owner on whose lot the Common Property is located. Subject to the provisions of the By-Laws, such assessments shall be borne equally among all Lots. Any common surplus of the Association shall also be allocated equally among all Lot Owners, or applied to reserves at the discretion of the Board.

Section 4. Date of Commencement of Annual Assessments and Due Dates. The annual Common Expense 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 semi-annually, in advance, on the date set by the Board of Directors, or at such intervals as determined by the Board of Directors.

Section 5. Special Assessments. In addition to the annual Common Expense assessments authorized in this Article, the Association may levy, in any assessment year, a

ARTICLE VI
Maintenance.

Section 1. Areas of Maintenance. The Association shall maintain the Common Property in strict accordance with all applicable laws and regulations and in accordance with the Stormwater Operation and Maintenance Manual attached hereto as Exhibit E.

Section 2. Access at Reasonable Hours. For the purpose solely of performing the maintenance pursuant to this Article, the Association, through its duly authorized agents or employees shall have the right to enter upon any Lot at reasonable hours on any day. This right shall be exercised upon notice to the Owner except in emergency.

Section 3. Willful or Negligent Acts. In the event that the need for maintenance or repair to any area required to be maintained by the Association is caused through the willful or negligent act or omission of an Owner, his family, guests, invitees or lessees, the cost of such maintenance and repair shall be added to and become a part of the assessment to which such Owner's Lot is subject.

Section 4. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

ARTICLE VII
Restrictions and Easements

Section 1. Mutual Restrictions: In order to preserve the character of The Reserve at Fawn Run as a residential community and for the protection of the value of the Lots therein, the Declarant hereby declares that the Property shall be subject to all covenants, easements, and restrictions of record and to the following restrictions and easements, all of which shall run with the land:

(A) **No Obstruction of Access.** There shall be no obstruction of access to any Common Property, the use of which shall be in accordance with the Declaration, the By-Laws and any rules and regulations promulgated by the Association or the Board. No easement shall be impaired by any Lot Owner. The Common Property shall be kept free and clear of debris, obstructions, leaves and the like as may be necessary to keep the stormwater detention system operating effectively in accordance with the plans as approved. The system shall not be blocked, filled in or altered from its condition as originally constructed and approved.

(B) **Sale of Lot.** The Association shall be notified if a current Owner is selling his Lot. Such notice shall be in writing, and shall include the name and address of the listing real

estate agent, if any. Within seven days of execution of a listing agreement with a real estate agent or of execution of a contract for sale if no real estate agent is involved, a copy of the listing agreement or contract for sale shall be provided to the Association. With regard to any Unit listed for sale with a real estate agent, if such listing culminates in an executed contract for sale, such contract shall be provided to the Association within seven days of its execution.

Section 2. Enforcement of Restrictions. The Board shall have the power to make such Rules and Regulations as may be necessary to carry out the intent of these use restrictions, and shall have the right to bring lawsuits to enforce the rules and regulations so promulgated. The Board shall further have the right to levy fines for violations of these Regulations, provided that the fine for a single violation may not, under any circumstances, exceed \$50.00. Each day that a violation continues after receipt of notice by the Unit Owner may be considered as a separate violation. Any fine so levied shall be considered as a Common Charge to be levied against the particular Unit involved, and collection may be enforced by the Board in the same manner as the Board is entitled to enforce collection of Common Charges, including the right of lien.

ARTICLE VIII

Insurance

Section 1. Maintenance of Insurance. The Association shall provide public liability insurance covering the Common Property and other areas as necessary in such amounts as may be determined at the discretion of the Board of Directors from time to time. The Association shall also provide workers' compensation insurance and fiduciary and indemnification coverage for officers and employees with scope of coverage and policy limits as the Board of Directors deems reasonable and necessary.

Section 2. Waiver of Subrogation. To the extent permitted by the standard New Jersey form of fire and extended coverage insurance and to the extent benefits are paid under such policy, each Owner, the Declarant or any Developer, and the Association do hereby mutually release each from the other, and their respective officers, agents, employees and invitees, from all claims for damage or destruction to their respective physical properties if such damage or destruction result from one or more of the perils covered by the standard New Jersey form of fire and extended insurance coverage.

ARTICLE IX

General Provisions

Section 1. Duration. This Declaration shall be perpetual, run with and bind all of the Property as described above, and shall inure to the benefit of and be enforceable by the Association, and the Owners, their respective successors, assigns, heirs, executors, administrators, and personal representatives, except that the covenants and restrictions set forth in Article VII shall have an initial term of forty years from the date this Declaration is recorded

in the Office of the Somerset County Clerk, at the end of which period such covenants and restrictions shall automatically be extended for successive periods of ten years each unless at least two-thirds (2/3) of the Owners in number and in interest, at the time of the expiration of the initial period, or of any extension period, shall sign an instrument, or instruments (which may be in counterparts) in which they shall agree to terminate any or all of said covenants and restrictions in any manner as may be provided by law; but no such agreement shall become binding unless written notice containing the terms of the proposed agreement is sent to every Owner at least ninety days in advance of the action taken in authorizing said agreement, and, in any event, any such agreement shall not become effective and binding until after the recording of the aforesaid fully executed instrument or instruments containing such agreement.

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 of the Association shall be deemed to have been properly sent, and notice thereby given, when mailed, by regular post, with postage prepaid, addressed to the Owner at the last known post office address of the person who appears as a Member on the records of the Association at the time of such mailing. Notice to one of two Owners of a Lot shall constitute notice to all Owners thereof. It shall be the obligation of every Member to immediately notify the Secretary of the 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 eighteen (18) years of age or over, 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, to recover damages, and against the Owner of any Lots to enforce any lien created by this Declaration. Failure by the Association or any Member 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 Association should at any time fail to discharge its obligation to maintain any portion of the Common Property as required by this Declaration, or to enforce the provisions hereof, the Township of Branchburg shall have the right, but not the obligation, to so maintain the Common Property or to enforce such provisions in the name, place and stead of the Association, in accordance with the easements granted herein.

The assumption of such maintenance responsibility shall be in accordance with the procedures set forth in R.S. 40:55D-43(b). The cost of same shall be assessed, enforced and collected in accordance with the provisions of R.S. 40:55D-43(c). Despite any limitations as to the applicability of R.S. 40:55D-43(b) and (c) aforesaid to the maintenance of "open space", the provisions of this subparagraph shall apply to all maintenance obligations of the Association as set forth in this Declaration or otherwise. Should either the Association or any of its Members at any time fail to enforce the provisions hereof, the Township of Branchburg upon 30 days' notice

to the Association, shall have the right, but not the obligation, to institute appropriate legal proceedings in the name of the Association to effect such enforcement.

Section 4. Powers and Duties

(A) Subject to the Declaration of Covenants and Restrictions or other instruments of creation, the Association may do all that it is legally entitled to do under the laws applicable to its form of organization.

(B) The Association shall discharge its powers in a manner that protects and furthers the health, safety and general welfare of the residents of the community.

(C) The Association shall provide a fair and efficient procedure for the resolution of disputes between individual Unit Owners and the Association, and between different Unit Owners, that shall be readily available as an alternative to litigation.

Section 5. 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 way affect the other provisions hereof which are hereby declared to be severable, and which shall remain in full force and effect.

Section 6. Amendments. This Declaration may be amended at any time after the date hereof by a vote of at least two-thirds (2/3) of all Members in good standing, at any meeting of the Association duly held in accordance with the provisions of the By-Laws provided, however, (a) no amendment may be effected which would permit (i) the Association or any Lot Owner to be exempted from the payment of any Common Expenses, or (ii) any action which contravenes the provisions of Article XII of the By-Laws; and (b) that any amendment so requiring it shall also have the prior written approval of each Institutional Lender, which prior written approval shall be assumed to have been granted if no response in writing is received by the Association within thirty (30) days after notice of such amendment is given in writing by certified mail, return receipt requested to any such mortgagee. No amendment may be made to alter Article V, Section 10 of this Declaration. No amendment shall be effective until recorded in the Office of the Clerk of Somerset County, New Jersey. This paragraph is by way of supplement to and not in derogation of the powers of amendment reserved to Declarant. In the alternative, an amendment may be made by an agreement, signed and acknowledged by all of the Lot Owners 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 Somerset County, New Jersey.

Section 7. By-Laws and Administration; Changes in Documents; Power of Attorney. The administration of the Property shall be by the 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 duly adopted or subsequently be required by any Institutional Lender designated by the Declarant or by any governmental agency having regulatory jurisdiction over the Property or by any title insurance company selected by Declarant to insure title to any portion thereof. Declarant hereby reserves for itself, its successors and assigns, for a period of 10 years from the date the first Certificate of Occupancy is issued for any home on any Lot, the right to execute on behalf of all contract purchasers, Lot Owners, mortgagees, other lienholders or parties claiming 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 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 Lot, without the prior written consent of the holders of any such mortgages.

By acceptance of a deed to any Lot or by the acceptance of any other legal or equitable interest in the Property, each and every such contract purchaser, Owner, mortgagee or other lien holder or party having a legal or equitable interest in the Property or any portion thereof, does automatically and irrevocably name, constitute, appoint and confirm Declarant, its successors and assigns, as attorney-in-fact for the purpose of executing such amended or supplemented Declaration and other instrument(s) necessary to effect the foregoing subject to the limitations set forth above in the preceding paragraph.

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 Lots 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 are intended to deliver all right, title and interest of the principal in and to said powers. In addition to the rights enumerated above, Declarant may use the right granted in this paragraph to effectuate the following changes, enumerated by way of description and not limitation:

(A) Adding to or altering the location, size and/or purpose of easements and lands for utilities, roads, access, egress, drainage and/or financing purposes.

(B) Permitting users or occupants of lands owned by or controlled by Declarant or its successors in title to use easements, roads, drainage facilities, utility lines and the like within or servicing this Property on fair and equitable terms.

(C) Correcting, supplementing and providing technical changes to this Declaration, and any of its exhibits or amendments.

No amendment shall be effective until recorded in the Office of the Clerk of Somerset County, New Jersey.

Section 8. Articles of Incorporation and By-Laws of the Association. All the provisions of the Articles of Incorporation and By-Laws of the Association, copies of which are annexed hereto and made a part thereof, together with all future amendments thereto, are hereby incorporated by reference as though set out in full.

ARTICLE X
Institutional Lenders' Rights

Section 1. Protective Provisions for the Benefit of Institutional Lenders. Despite anything to the contrary in this Declaration or the By-Laws or Articles of Incorporation, the following shall apply with respect to each institutional lender:

(A) The prior written approval of each Institutional Lender who requests notice thereof is required for the following event:

(1) Any material amendment to the Declaration or to the By-Laws or Articles of Incorporation, which adversely affects the priority of the lien or value of the security encumbered by its mortgages.

(B) No Lot may be partitioned or Lot subdivided without the prior written approval of the Association and of any Institutional Lender for such Lot.

(C) Any lien the Association may have on any Lot in the Property for the payment of Common Expenses assessments attributable to each Lot is subordinate to the lien or equivalent security interest of any first mortgage on the Lot recorded prior to the date any such Common Expense assessment became due.

(D) Any Institutional Lender shall, upon request, (i) be permitted to inspect the books and records of the Association during normal business hours; (ii) receive such annual financial statements as may be prepared for the Association within ninety days following the end of any fiscal year of the Association; (iii) receive written notice of all meetings of the Association and be permitted to designate a representative to attend all such meetings; and (iv) receive written notice of any default in the payment of any Common Expense assessment installment which is more than thirty days in arrears.

(E) In the event of substantial damage to any part of the Common Property, any Institutional Lender which may be affected shall be entitled to timely written notice from the Association of any such damage or destruction.

(F) If any Lot or portion thereof, or the Common Property or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, then the Institutional Lender(s) holding a first mortgage on the Lot so affected is entitled to timely written notice from the Association of any such 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 Lot(s) of the proceeds of any award of settlement.


(G) Any Institutional Lender who obtains title to the Lot as a result of the foreclosure of the first mortgage, or by deed or assignment in lieu of foreclosure, or any Purchaser in such a foreclosure sale, or their respective successors and assigns, is not liable for the share of Common Expenses or other assessments by the Association pertaining to such Lot or chargeable to the former Owner which became due prior to such acquisition of title. Such unpaid share of Common Expenses and other assessments shall be deemed to be Common Expenses collectible from all of the remaining Owners including such acquirer, his successors and assigns.

(H) Despite 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 a Common Expense assessment with respect to any Lot, either regular or special, any Institutional Lender holding a mortgage which encumbers such Lot 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.


(I) With regard to any action requiring the approval of any Institutional Lender, the Association may assume implied approval of any Institutional Lender failing to submit a written response within sixty (60) days after it receives notice of such action so long as the notice was delivered by certified mail as indicated by a signed return receipt.

IN WITNESS WHEREOF, the Declarant hereby executes this document as of the date hereinabove written.

WITNESS/ATTEST:


Print Name: Annmarie Lance
Title: _____

DECLARANT:
PERIMETER PROPERTIES ONE, LLC,
a New Jersey limited liability company

By: 
Print Name: Greg Egnatuk
Title: Member



Date: January 13, 2017
Job No. 15-6569

Description of Property
Lots 7.01, 7.02, 7.03, 7.04, 7.05, 7.06, 7.07, 7.08, 7.09 & 7.10, Block 60
Fawn Run Lane
Branchburg Township, Somerset County, New Jersey

All that certain lot, piece or parcel of land, situated, lying and being in the Township of Branchburg, County of Somerset, and State of New Jersey, being known and designated as Lots 7.01, 7.02, 7.03, 7.04, 7.05, 7.06, 7.07, 7.08, 7.09 & 7.10 in Block 60 and Fawn Run Lane as shown on a certain map entitled "FINAL PLAT, The Reserve at Fawn Run, Perimeter Properties One, LLC, Block 60, Lot 7, Branchburg Township, Somerset County, New Jersey," filed in the Somerset County Clerk's Office on September 14, 2016 as Inst# 2016038996 and being further described as follows:

BEGINNING at a point on the Southerly sideline of Dreahook Road (a.k.a. Somerset County Route 637), where the same is intersected by the Westerly sideline of Fawn Run Lane as shown on the aforesaid map and from said point and place of beginning running; thence along said Southerly sideline of Dreahook Road the following two (2) courses:

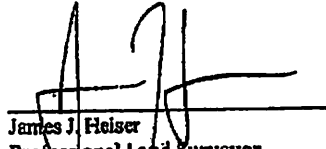
1. Along a curve to the right, having a radius of 1,475 feet, a central angle of 00 Degrees 54 Minutes 13 Seconds, an arc length of 23.26 feet, bearing a chord of South 63 Degrees 32 Minutes 17 Seconds East, a chord distance of 23.26 feet to a point of tangency; thence
2. South 63 Degrees 05 Minutes 11 Seconds East, a distance of 26.78 feet to a point; thence
3. Along the Easterly sideline of Fawn Run Lane as shown on the aforementioned map, South 26 Degrees 53 Minutes 27 Seconds West, a distance of 265.76 feet to a capped iron bar; thence
4. Along the Southerly sideline of Lots 1, 2, 3, 4, & 5 in Block 60, South 63 Degrees 06 Minutes 33 Seconds East, a distance of 605.45 feet to a point; thence
5. Along the Westerly sideline of Lots 6, 23, 24 & 25 in Block 60, South 26 Degrees 43 Minutes 20 Seconds West, a distance of 1,042.88 feet to a monument; thence

EXHIBIT A TO DECLARATION

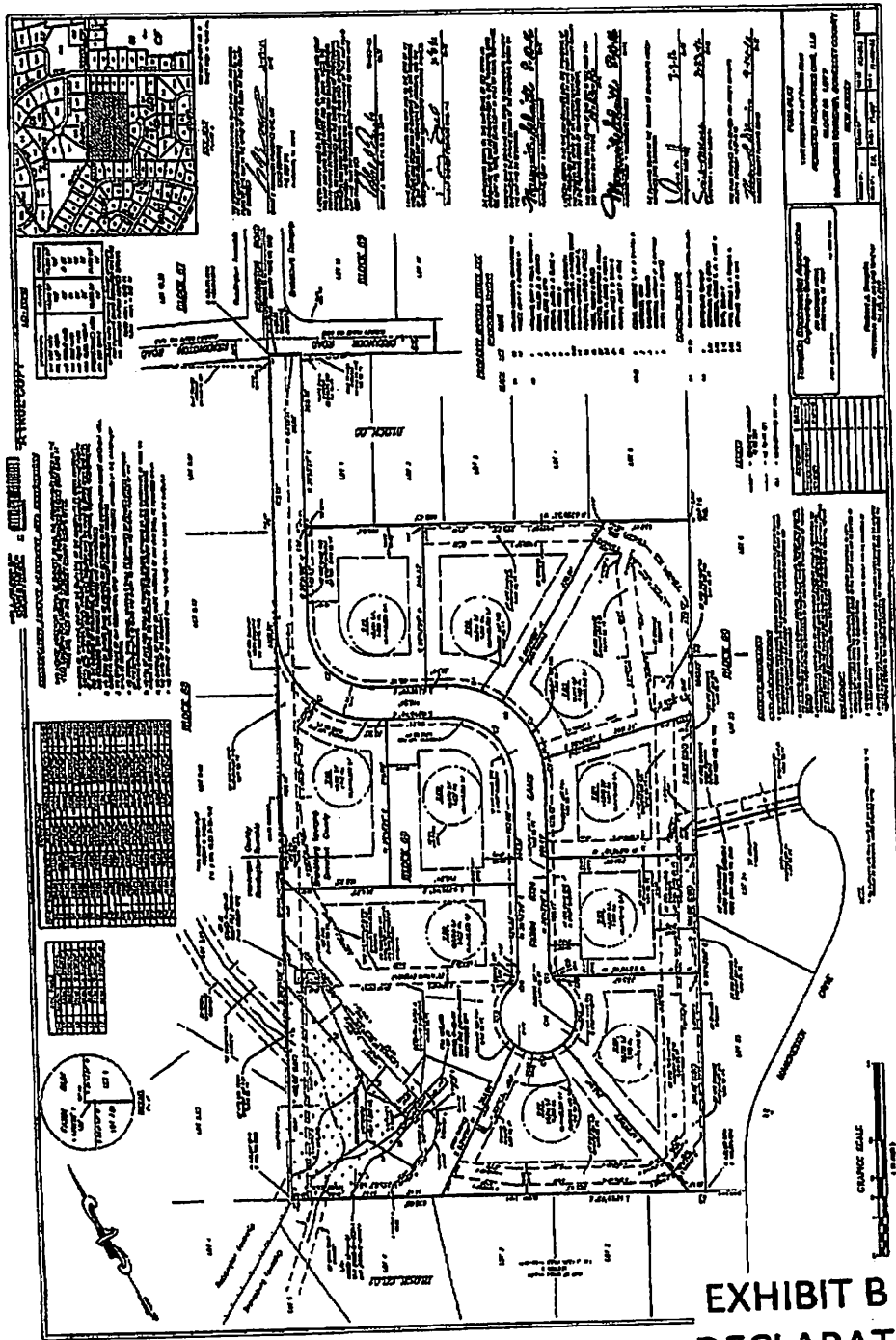
DPK Consulting, LLC
220 Old New Brunswick Rd - Ste. 201, Piscataway, NJ 08854
P: 732-784-0100 F: 732-784-0990
www.dpkconsulting.net

6. Along the Northerly sideline of Lots 1, 2, 3, & 4 in Block 60.01, North 62 Degrees 59 Minutes 43 Seconds West, a distance of 650.08 feet to an iron pipe; thence
7. Along the aforementioned Westerly county line North 26 Degrees 31 Minutes 08 Seconds East, a distance of 1,307.21 feet to the point and place of BEGINNING.

Containing 692,521 square feet or 15.8981 ± acres of land as described above.



James J. Feiser
Professional Land Surveyor
N.J. License No. 24GS04331100



BY-LAWS
OF
THE RESERVE AT PAWN RUN HOMEOWNERS ASSOCIATION, INC.

EXHIBIT C TO
DECLARATION

BY-LAWS OF
THE RESERVE AT FAWN RUN HOMEOWNERS ASSOCIATION, INC.

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BY-LAWS
OF
THE RESERVE AT FAWN RUN HOMEOWNERS ASSOCIATION, INC.

ARTICLE I
NATURE OF BY-LAWS

1.01. Purpose. These By-Laws are intended to govern the administration of the The Reserve at Fawn Run Homeowners Association, Inc., 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 for The Reserve at Fawn Run.

1.02. Definitions. Unless the context clearly indicates otherwise, all definitions set forth in the aforesaid Declaration are incorporated herein by reference.

1.03. Fiscal Year. The fiscal year of the corporation shall be determined by the Board of Directors.

1.04. Principal Office. The principal office of the corporation is located at 30 Kings Ridge Rd., Basking Ridge, NJ 07920.

ARTICLE II
MEMBERSHIP AND VOTING RIGHTS

2.01. 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 Lot shall be a Member of the 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 mortgagees or trustees under deeds of trust) shall not be a Member of the Association. Despite anything to the contrary in the preceding, the Developer has one membership in the Association for each Lot which has not been conveyed to an individual purchaser.

2.02. Change of Membership. Change of membership shall be accomplished by recording in the Somerset County Clerk's Office a deed or other instrument establishing a record title to a Lot, and delivery to the Secretary of the Association of a certified true copy of such instrument. The membership of the prior Lot Owner shall be thereby terminated.

2.03. Rights of Membership. Every person who is entitled to membership in the Association, pursuant to the provisions of the Certificate of Incorporation and these By-Laws, shall be privileged to use and enjoy the Common Property, subject however to the

right of the 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 2.04; and
- (c) Dedicate or transfer all or part of the Common Property, if permissible.

2.04. Suspension 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 Lot 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 immediately and automatically restored. 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 Lot Owner is afforded an opportunity for a hearing consistent with the principles of due process of law.

2.05. Votes. Each Lot Owner, including Developer, shall be entitled to one (1) vote for each Lot to which he holds title as is provided in the Declaration. When more than one person holds title, the vote for each Lot shall be exercised as the Co-Owners among themselves determine. When one or more Co-Owners signs a proxy or purports to vote for his or her Co-Owners, such vote(s) shall be counted unless one or more of the other Co-Owners is present and objects in a writing delivered to the Secretary of the Association before the vote(s) is counted.

2.06. Proxies. Proxy ballots shall be permitted with respect to all elections of Directors, and all amendments to the Certificate of Incorporation, the Declaration or these By-Laws, or any other matter which is to come before a meeting of the membership of the Association. All proxies shall be in writing, signed by all individual Lot Owners (or in the case of joint owners by any one of them), or by his or their duly authorized representative(s) (who holds a properly executed power of attorney) and delivered to the Secretary of the 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 LOT OWNERS

3.01. Place of Meetings. All meetings of the Lot Owners of the Association shall be held at the Property or at such other place in the Township of Branchburg convenient to the members as may be designated by the Board.

3.02. First Annual Meeting and Regular Annual Meetings. All annual meetings of the Lot Owners of the Association shall be held on the day and month of the year to be established by the Board, except that the first annual meeting shall be held not more than sixty (60) days after Lot Owners other than the Developer own seventy-five percent (75%) or more of the Lots, or on such earlier date as the Developer in its sole discretion may elect. At the first annual meeting and each subsequent annual meeting the election of Directors shall take place. If the election of Directors 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 Lot Owners may elect the Directors 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.

3.03. Special Meetings. After the first annual or special meeting, special meetings of Lot 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 Lot 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 Lot Owners held during the preceding twelve (12) months, which determination shall be made in the sole and absolute discretion of the Board.

3.04. Notice of Meeting. Except as otherwise provided by law, notice of each meeting of Lot Owners, whether annual or special, shall be given not less than ten (10) days, nor more than sixty (60) days before the day on which the meeting is to be held, to each Lot Owner at his last known address, by delivering a written or printed notice thereof to said Lot Owner, or by mailing such notice, postage prepaid. Every such notice shall state the time and place of the meeting and shall state briefly the purpose(s) thereof. Notice of any meeting of Lot Owners shall not be required to have been sent to any Lot Owners who shall attend such meeting in person or by proxy. Notice of any adjourned meeting of the Lot 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 Lot Owners shall be required.

3.05. Quorum and Adjourned Meetings. At such meeting of the Lot Owners, persons (including Developer or its representatives) holding thirty (30%) 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, shall adjourn the meeting for at least 48 hours from the time the original meeting was scheduled. 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.

3.06. Organization. At each meeting of the 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 Lot Owners present in person or represented by proxy and entitled to vote thereat, 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.

3.07. Voting. Except as otherwise required by the Certificate 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 Lot Owners. The election of Directors shall be by ballot. Unless determined by a majority of the votes of the Lot 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.

The Board, in lieu of calling a meeting of Lot Owners, may submit any question requiring the vote of the Lot Owners, including the election of Directors, to a ballot by mail. In order to conduct a ballot by mail, the Board shall serve a notice upon all Lot Owners entitled to vote which shall state with specificity in terms of motion(s) the question(s) upon which the vote is to be taken, state the date by which ballots must be received in order to be counted, provide an official ballot for the purposes of the vote, and, except in the case of election of Directors, state the date upon which the action contemplated by the motion(s) shall be effective, which date shall be no less than ten (10) days after the date ballots must be received. Except in the case of election of Directors (when a plurality of ballots by mail shall control), no actions contemplated by a ballot by mail shall be taken unless a majority in interest of all Lot Owners entitled to vote submit ballots approving such action. No ballot by mail shall be valid or tabulated unless the signature of the Lot Owner(s) submitting the ballot has been verified on the ballot according to the procedures established by the Board of Directors, if any. The Board shall appoint judges to tabulate the ballot whose report shall be included in the minute book.

3.08. 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 Association if, and only if, he shall have fully paid all installments due for assessments made or levied against him and his Lot by the Directors as hereinafter provided, together with all interest, costs, attorney's fees, penalties and other expenses, if any properly chargeable to him and to his Lot, at least three (3) days prior to the date fixed for such meeting.

3.09. Inspectors. If at any meeting of the Lot Owners a vote by ballot shall be taken on any question, the chairperson of such meeting shall appoint two inspectors to act thereat with respect to such vote. Each Inspector so appointed shall first subscribe an oath to faithfully execute the duties of an Inspector at such meeting with strict impartiality and according to the best of his ability. Such Inspectors 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 Directors, the number of votes received by each candidate need not be reported. Reports of Inspectors shall be in writing and subscribed and delivered by them to the Secretary of the meeting. The Inspectors need not be members of the Association, and any Officer or Director of the Association may be an Inspector on any question, other than a vote for or against his election to any position with the Association or any other question in which he may be directly interested.

3.10. Order of Business. The order of business at the annual meeting of the Lot 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.
- (c) Reading and disposal of any unapproved minutes.
- (d) Receiving reports of officers.
- (e) Receiving reports of committees.
- (f) Old Business.
- (g) New Business.
- (h) Appointment of Inspectors of Election, if appropriate.
- (i) Election of Directors, if appropriate.

- (j) Adjournment.

ARTICLE IV
BOARD OF DIRECTORS

4.01. Express and Implied Powers and Duties. The property, affairs and business of the Association shall be managed by the Board of Directors, which shall have all those powers granted to it by the Certificate of Incorporation, the Declaration, these By-Laws, and by law.

4.02. Number and Qualifications.

(a) 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) persons designated by the Developer, none of whom need be Lot Owners.

Thereafter, the Board shall consist of three (3) Directors (hereinafter referred to as Directors A, B, and C). Within sixty (60) days after Lot Owners other than Developer own seventy-five (75%) percent or more of the Lots, the President shall call and give not less than ten (10) days notice of a special meeting of the membership of the Association. At such special meeting Lot Owners other than Developer shall be entitled to vote for all of the Directors of the Board, except that Developer shall be entitled to appoint Director C so long as Developer owns one or more Lots and holds same for sale in the ordinary course of business.

(b) In the case of partnership owners, Directors shall be members, agents or employees of such partnership or of the partners thereof; or, in the case of corporate owners, (including the Developer, during such time as Developer shall be an Owner of any Lots), Directors shall be officers, stockholders, employees or agents of such corporation; or, in the case of fiduciary owners, Directors shall be fiduciaries or officers or employees of such fiduciaries; provided, however, that at least one of the Directors of the Board shall be a resident of the State of New Jersey.

(c) As a condition of standing for election or appointment as a Director elected or appointed by Lot Owners other than the Developer, a Lot Owner must be a member in good standing of the Association. The failure of a Director elected or appointed by Lot Owners other than the Developer to maintain membership in good standing during the Director's term of office shall constitute cause for removal pursuant to Section 4.05.

(d) Turnover of control of the Board shall be based on the number of all Lots conveyed to Lot purchasers.

4.03. Election and Term of Office. At the first annual meeting of the membership that is called after Lot Owners other than the Developer own seventy-five (75%) percent or more of the Lots, Directors A and B shall be elected by the Lot Owners other than the Developer, and Developer may appoint Director C. Directors A and B shall be elected for two (2) year terms and Director C shall be appointed to serve until his successor is elected at a special meeting held after all Lots are owned by Lot Owners other than Developer. At said special meeting, Director C shall be elected by Lot Owners other than Developer to serve for an initial term which expires at the annual meeting of the membership at which Directors A and B are not scheduled for re-election, but in no event shall such initial term be less than two (2) years nor more than three (3) years. Thereafter, the term for Director C shall be for two (2) years; it being the purpose and intent hereof that Directors A and B shall be elected in alternate years to Director C.

If the Developer chooses to relinquish his right to appoint Director C at the election held when Lot Owners own 75 percent or more of the Lots, then at that election Directors A and B shall be elected for two year terms and Director C shall be elected for an initial one year term, followed by two year terms; it being the purpose and intent hereof that Directors A and B shall be elected in alternate years to Director C.

The Directors shall hold office until their respective successors have been duly elected and qualified, or until removed in the manner elsewhere provided. 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 Directors at successive annual meetings shall be in accordance with this Section 4.03.

4.04. Developer's Protective Provisions. After control of the Board of Directors has become vested in Directors elected by Lot Owners other than the Developer, and so long as the Developer owns at least one (1) Lot and holds same for sale in the ordinary course of business, the following shall apply:

(a) Neither the Association nor its Board of Directors 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 or rental of Lots, or the assessment of the Developer for capital improvements.

(b) The Association and its Board of Directors shall continue the same level of maintenance, operation and services as provided immediately prior to the assumption of control of the Association and the Board of Directors by Lot Owners other than the Developer.

(c) In furtherance of the foregoing provisions, the Sponsor shall have the right to veto any and all actions of the Association or its Board of Directors which violates Sections 4(a) and (b) above. The Developer shall exercise its veto right, in its sole and absolute discretion, within ten (10) days after its receipt of written notice that a resolution or other action is proposed or has been taken by the Association or its Board of Directors. In such event, the Developer shall notify the Secretary of the Association of its exercise of its veto right and any such proposal or action shall be null and void and have no further force and effect. This veto right shall expire 10 years after the recording of the Declaration or upon conveyance of the last Lot, whichever occurs first.

4.05. Removal of Members of the Board. At any duly held special meeting of the Lot Owners, any one or more Directors may be removed with or without cause by a majority of the Lot Owner votes present, and a successor may then and there be appointed by a majority of the remaining Directors to fill the vacancy thus created. Each person so appointed shall be a Director for the remainder of the term of the Director whose term he is filling and until his successor is duly elected and qualified. Any Director whose removal has been proposed shall be given an opportunity to be heard at the meeting. This provision shall not apply to any Director appointed by the Developer. Despite the foregoing, the Developer, as the owner of Lots, may not, acting alone, remove a Lot Owner-elected Director. In the event that all of the Lot Owner-elected Directors are removed, successors shall be elected by the Lot Owners other than the Developer in the manner set forth in Section 4.03 herein to fill the vacancies thus created.

4.06. Vacancies. Vacancies on the Board caused by any reason other than the removal of a Director by a vote of the Lot Owners of the Association shall be filled by a vote of a majority of the remaining Directors, 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 selected shall be a Director for the remainder of the term of the Director whose term he is filling and until his successor shall have been duly elected and qualified. Despite the foregoing, until the first annual meeting of Lot Owners, Developer shall have the right to fill all vacancies on the Board by appointment. Lot Owner-elected vacancies on the Board shall only be filled with Lot Owners other than the Developer, whether same be appointed or elected. This provision shall not apply to Director C for as long as Developer has the right to appoint Director C.

4.07. 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 Lot 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. Notice of regular meetings of the Board shall be given to each Director 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 Director 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 two (2) Directors. Any Director 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 Directors at any meeting of the Board shall constitute a waiver of notice by him of the time and place thereof. If all the Directors 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 Association for observation or participation in such manner and to the extent the Board may deem appropriate.

4.08. Quorum and Adjourned Meetings. At all meetings of the Board, a majority of the Directors shall constitute a quorum for the transaction of business and the votes of a majority of the Directors 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.

4.09. Joinder in Meetings by Approval of Minutes. The transaction of any business at any meeting of the Board however called and noticed or wherever held, shall be valid as though a meeting duly held after regular call and notice, if a quorum is present; and if either before or after the meeting, each Director signs a written waiver of notice, or a consent to the holding of the meeting, or an approval of the minutes thereof or of the resolution or act adopted at such meeting. All such waivers, consents or approvals, shall be in writing and filed with the Secretary and made a part of the minutes of the meeting even though filed subsequent thereto.

4.10. 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.

4.11. Consent in Lieu of Meeting and Vote. Despite anything to the contrary in these By-Laws, the Certificate of Incorporation or the Declaration, the entire Board of Directors 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 Directors empowered to act, whichever the case may be, shall consent in writing to such action, if permitted by law.

ARTICLE V
POWERS AND DUTIES OF BOARD OF DIRECTORS

5.01. 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 by law, or which may be necessarily implied:

(a) Employ, by contract or otherwise, a manager, managing agent or an independent contractor, to oversee, supervise and carry out the responsibilities of the Board. Any manager or 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; 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 Common 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 electricity or other forms of utilities; and

(e) To adopt, amend, and publish Rules and Regulations covering the details of the operation and use of the Common Property; and

(f) Secure full performance by Lot Owners or occupants of all items of maintenance for which they are responsible; and

(g) Enforce obligations of the Lot Owners and do anything and everything else necessary and proper for the sound management of the Property, including the right to bring or defend lawsuits to enforce the terms, conditions and restrictions contained in the Declaration, these By-Laws, or the Rules and Regulations; and

(h) Borrow and repay monies giving notes, mortgages, or other security upon such term or terms as it deems necessary; and

(i) 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

(j) Transfer, grant and obtain permits, easements, licenses and other property rights with respect to the Common Property and to contiguous lands for utilities, roads and other purposes necessary for proper operation of the Property; and

(k) Bring and defend actions by or against more than one Lot Owner which are pertinent to the operation of the Association, the health, safety or general welfare of the Lot Owners, or any other legal action to which the Lot Owners may consent in accordance with these By-Laws; and

(l) Appoint an Insurance Trustee, who shall not be a member of the 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; and

(m) 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.

5.02. 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, including, but not limited to such maintenance, painting, replacement and repair work as may be necessary. All repairs and replacements shall be substantially similar to the original application and installation and shall be of first class 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 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 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 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 Association, applicable to its property and members including, but not limited to:

(i) 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 Lot 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 review such limits once a year.

(ii) Directors' and Officers' Liability Insurance. Liability insurance indemnifying the Directors and Officers of the 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.

(iii) Workers Compensation Insurance. Workers compensation and New Jersey disability benefits insurance as required by law.

(iv) 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 Directors with the approval of the Insurance Trustee, if any, and that the net proceeds thereof, if \$25,000.00 or less shall be payable to the Board and if more than \$25,000.00 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 and structural portions and service machinery as is required by the Declaration and these By-Laws; (iii) to the extent obtainable contain agreed amount and violation guard endorsements; (iv) provide that the insurance will not be prejudiced by any act or omission of individual Members that are not

under control of the Association; (v) provide that the policy will be primary, even if insurance covering the same loss is held by any Member(s); (vi) to the extent obtainable contain waivers of subrogation and waivers of any defense based on co-insurance or of invalidity arising from any acts of the insured; and (vii) provide that such policies may not be cancelled without at least thirty (30) days prior written notice to all of the named insureds, including all Lot Owners and Eligible Mortgage Holders.

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

Lot Owners shall not be prohibited from carrying insurance for their own benefit provided that all such policies shall contain waivers of subrogation and, further provided that the liability of the carriers issuing insurance obtained by the Board shall not be affected or diminished by reason of any such additional insurance carried by any Lot Owner.

The premiums for all insurance and fidelity bonds carried by the Association shall be a Common Expense. However, the Board may allocate the cost of such premiums among Lots in a proportion other than that utilized for Common Expenses generally in the event the character or use of any Lot(s) results in increased risk or liability (as determined by the respective insurance carriers, their agents or brokers, or such other parties designated by the Board) and the increased premiums should equitably be borne by the particular Lot Owner(s), as determined in the discretion of the Board; and

(g) To manage the fiscal affairs of the Association as hereinafter provided in Article VI.

ARTICLE VI FISCAL MANAGEMENT

6.01. Common Receipts. The Board shall have the duty to collect from each Lot Owner, his, her, or their heirs, administrators, successors and assigns, as "Common Receipts", the proportionate part of the Common Expenses assessed against such Lot Owner as provided in the Declaration, the Certificate of Incorporation, these By-Laws, and in accordance with applicable law.

6.02. 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.

6.03. 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, Certificate of Incorporation and applicable law.

6.04. Depositories. The depository of the 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 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 Association for payment of the obligations of the Association, if the proper fidelity bond is furnished to the Association.

6.05. Accounts. The receipts and expenditures of the 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.

(c) Reserve for replacement, which shall include funds for repair or replacement of the Common Property and those portions of the Common Property for which repair or replacement is required because of damage, depreciation or obsolescence. The amounts in this account shall be allocated among each of the separate categories of replacement items.

(d) Reserves for capital improvements, which shall include the funds to be used for capital expenditures or for acquisition of additional personal property that will be part of the Common Property.

(e) Operations, which shall include all funds from the use 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. Losses from operations or otherwise shall be met by special assessments against Lot Owners, which 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 except for reserves for replacement and repair, which funds must be maintained in a separate account. The Board may, in its sole discretion, maintain the remaining funds 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 Association's records.

6.06. 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. Despite 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 Lot 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 function.

6.07. Exemption from Assessments for Capital Improvements. Despite anything to the contrary herein, neither Developer nor any Permitted Mortgage Holder for any Lot 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 Permitted Mortgage Holder.

6.08. Notice. The Board shall give to each Lot Owner, in writing, and to any Permitted Mortgage Holder who requests same, notice of the amount estimated by the Board for Common Expenses for the management and operation of the Association for the next ensuing budget period, directed to the Lot 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. After Developer relinquishes control, 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, and 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 allocated for such contingency.

6.09. Acceleration of Assessment Installment Upon Default. Payment of each

installment on a Common Expense Assessment is due semi-annually on the first of the month or as otherwise set by the Board and a late charge for each unpaid installment shall be imposed on the 15th day of that month. If a Lot Owner shall be in default upon the 30th of that month in the payment of any installment upon a Common Expense Assessment, the Board may accelerate the remaining installment of the Common Expense Assessment and file a lien for such accelerated amount upon notice to the Lot 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 Lot 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. The Board may but will not be obligated to also notify any Mortgage Holder holding a first mortgage which encumbers the Lot affected by such default or publish appropriate notice of such delinquency to the membership of the Association. If said default continues for a period of 90 days then the Board may foreclose the foregoing lien pursuant to law and/or commence a suit against the appropriate parties to collect said assessment.

6.10. 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 rate of ten (10%) percent per annum, 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 reasonable sum 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 Association or the Board pursuant to the provisions of these By-Laws, the reasonable costs and expenses of preparation and litigation, including attorney's fees, shall be a Common Expense allocated to all Lot Owners. Despite the foregoing, if any such action is successfully pursued against a Lot Owner in order to collect assessments or enforce a restriction, rule or regulation, the Lot Owner shall pay all costs and attorney's fees necessitated by such enforcement. Such costs and attorney's fees may be collected as though they were a Common Expense assessment due and owing.

(b) Money Judgments recovered by the 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 Lot Owners the cost of litigation advanced by them; (3) common charges, if the recovery thereof was the purpose of the litigation and costs and attorney's fees are not recoverable from the Lot Owner; (4) repair or reconstruction of the Common Property if recovery of damages to same was the motivation for the litigation; and (5) any amount to be applied to (1), (2), (3) and (4) above shall be a set off against the common charges generally.

(c) All common charges received and to be received by the Board, for the purpose of paying any judgment obtained against the 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.

(d) In the event that a Lot Owner(s) succeeds in obtaining a judgment or order against the 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.

6.11. Power of Attorney to Permitted Mortgage Holders. In the event the Board shall not cause the enforcement procedures provided above to be implemented within the time provided, any Permitted Mortgage Holder holding a first mortgage for any Lot 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 Association. This power of attorney is expressly stipulated to be coupled with an interest in the subject matter.

6.12. Annual Audit. The Board may submit the books, records, and memoranda of the Association to an annual audit by an independent certified public accountant who shall audit the same and render a report thereon in writing to the Board. The audit shall cover the operating budget and reserve accounts. The cost of the audit shall be an Association expense.

6.13. Examination of Books. Each Lot 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 Lot Owner's desire to make such an examination.

6.14. Fidelity Bonds. Fidelity bonds may be required by the Board from all persons handling or responsible for Association funds. The amount of such bonds shall be determined by the Board. The premiums on such bonds shall be paid by the Association.

ARTICLE VII OFFICERS

7.01. Designation. The principal officers of the Association shall be a President, a Vice President, both of whom 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.

7.02. Election of Officers. The officers of the Association shall be elected annually by the Board at the first Board of Directors meeting following each annual meeting and such officers shall hold office at the pleasure of the Board.

7.03. Removal of Officers. Upon an affirmative vote of a majority of the full number of Directors, any officer may be removed, either with or without cause, after opportunity for a hearing, and his successor elected at any regular meeting of the Board, or at any special meeting of the Board called for such purpose.

7.04. Duties and Responsibilities of Officers.

(a) The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board. He shall have all of the general powers and duties which are usually vested in the office of President of an 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 Director to do so 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 Board and the minutes of all meetings of the members of the 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 Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit of the Association in such depositories as may from time to time be authorized by the Board.

7.05. 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.

7.06. Eligibility of Directors. Nothing herein contained shall prohibit a Director from being an Officer.

ARTICLE VIII
COMPENSATION, INDEMNIFICATION AND
EXCULPABILITY OF OFFICERS, DIRECTORS,
AND COMMITTEE MEMBERS

8.01. Compensation. No compensation shall be paid to the President or the Vice President or any Director, or Committee Member for acting as such Officer or Director. The Secretary and/or Treasurer (excluding Developer appointees) may be compensated for their services if the Board determines that such compensation is appropriate. Nothing herein stated shall prevent any Officer or Director, or Committee Member from being reimbursed for out-of-pocket expenses or compensated for services rendered in any other capacity to or for the Association, provided, however, that any such expenses incurred or services rendered shall have been authorized in advance by the Board.

8.02. Indemnification. Each Director, Officer or Committee Member of the Association, shall be indemnified by the Association against the actual amount of net loss including counsel fees, reasonably incurred by or imposed by him in connection with any action, suit or proceeding to which he may be party by reason of his being or having been a Director, Officer, or Committee Member of the Association, or delegee, except as to matters for 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 Association is advised by counsel that the person to be indemnified had not been guilty of gross negligence or willful misconduct.

8.03. Exculpability. Unless acting in bad faith, neither the Board as a body nor any Director, Officer, or Committee Member shall be personally liable to any Lot Owner in any respect for any action or lack of action arising out of the execution of his office. Each Lot Owner shall be bound by the good faith actions of the Board, Officers and Committee Members of the Association, in the execution of the duties of said Directors, Officers and Committee Members. Nothing contained herein shall be construed as to exculpate members of the Board of Directors appointed by the Developer from discharging their fiduciary responsibilities.

ARTICLE IX
ADDITIONS, ALTERATIONS OR
IMPROVEMENTS BY THE ASSOCIATION

Whenever the Board approves a new capital improvement costing in excess of \$30,000.00, new capital improvement shall not be made unless it has been authorized by the vote in person or by proxy of two-thirds (2/3) of all the aggregate votes of all the Lot Owners in good standing at a meeting of the Lot Owners, as required by the Declaration. Written

notice of such meeting shall be sent to all Lot Owners at least thirty (30) days in advance and shall set forth the purpose of the meeting. The Board may incur expenses for any new capital improvement costing less than \$30,000.00 without the approval of the Lot Owners.

ARTICLE X ENFORCEMENT

10.01. 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: sending notice to the offending party to cause certain things to be done or undone; restoring the Association to its original position and charging the breaching party with the entire cost or any part thereof; complaint to the duly constituted authorities; or by taking any other action before any court, summary or otherwise, as may be provided by law.

10.02. Fines. The Board shall also have the power to levy fines against any Lot Owner(s) for violations of any rule or regulation of the Association or for any covenants or restrictions contained in the Declaration or By-Laws, except that no fine may be levied for more than \$50.00 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 Lot Owner(s) involved as if the fine were a Common Expense owed by the particular Lot Owner(s). Despite the foregoing, before any fine is imposed by the Board, the Lot 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 violations asserted.

10.03. 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.

10.04. Costs of Enforcement. The costs and attorney's fees of enforcement shall be assessed and collected against the Lot Owner as provided in Section 6.10 of these By-Laws.

ARTICLE XI AMENDMENTS

Subject to the restrictions in Section 6.07 hereof and in the Declaration, these By-Laws, or any of them, may be altered or repealed, or new By-Laws may be made, at any meeting of the Association duly held for such purpose, and previous to which written notice to Lot 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 51% 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, or (iii) the obligation or the proportionate responsibility for the payment of Common Expenses may not be changed by reason of any such new By-Law, amendment or repeal. No amendment of these By-Laws shall be effective until recorded in the Office of the Somerset County Clerk.

ARTICLE XII CONFLICT; INVALIDITY

12.01. Conflict. Despite anything to the contrary herein, if any provision of these By-Laws is in conflict with or contradiction of the Declaration, the Certificate of Incorporation or with the requirements of any law, then the requirements of said Declaration, Certificate or law shall be deemed controlling.

12.02. 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.

ARTICLE XIII NOTICE

Any notice required to be sent to any Lot Owner under the provisions of the Declaration or Certificate 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 Lot Owner at the last known post office address of the person who appears as a member on the records of the Association at the time of such mailing. Notice to one of two or more co-owners of a Lot shall constitute notice to all co-owners. It shall be the obligation of every Lot Owner to immediately notify the Secretary of the Association in writing of any change of address. Valid notice may also be given to Lot Owners by (i) personal delivery to any occupant of said Lot over 18 years of age or (ii) by affixing said notice to or sliding same under the front door of any Lot.

ARTICLE XIV ARBITRATION

Any arbitration provided for in these By-Laws shall be conducted before one arbitrator in Somerset County, New Jersey by the American Arbitration Association, in accordance with its rules then obtaining and the decision rendered in such arbitration shall be binding upon the parties and may be entered in any court having jurisdiction. All expenses of arbitration hereunder including the fees and expenses of counsel and experts shall be Common Expenses.

ARTICLE XV
CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words "The Reserve at Fawn Run Homeowners Association, Inc."

ARTICLE XVI

Subject to the Declaration and restrictions or other instruments of creation, the Association may do all that it is legally entitled to do under the laws applicable to its form of organization.

The Association shall discharge its powers in a manner that protects and furthers the health, safety and general welfare of the residents of the community.

The Association shall provide a fair and efficient procedure for the resolution of disputes between individual Lot Owners and the Association, and between different Lot Owners, that shall be readily available as an alternative to litigation, same to include arbitration pursuant to Article XIV above.

ARTICLE XVII

17.01. Open Meetings. All meetings of the Association Board of Directors, except conference or working sessions at which no binding votes are to be taken, shall be open to attendance by all Lot Owners.

17.02. Restrictions to Open Meetings. Despite (17.01) above, the Association Board of Directors may exclude or restrict attendance at those meetings or portions of meetings dealing with the following:

- (a) Any matter the disclosure of which would constitute an unwarranted invasion of individual privacy;
- (b) Any pending or anticipated litigation or contract negotiations;
- (c) Any matters falling within the attorney-client privilege, to the extent that confidentiality is required in order for the attorney to exercise his ethical duties as a lawyer, or
- (d) Any matter involving the employment, promotion, discipline, or dismissal of a specific employee of the Association.

17.03. Minutes at Open Meetings. At each meeting required to be open to all Lot Owners, minutes of the proceedings shall be taken, and copies of those meetings shall be made available to all Lot Owners before the next open meeting, after the minutes have been approved by the Board.

(a) The Association shall keep reasonably comprehensible minutes of all its Board meetings showing the time and place, the Directors present, the subjects considered, the actions taken, the vote of each Board member, and any other information required to be shown in the minutes by the By-Laws.

17.04. Notice Requirements For Open Meetings. Adequate notice of any open meeting shall be given to all Lot Owners.

17.05. Emergency Meetings. In the event that a Board of Directors' Association meeting is required to deal with such matters of urgency and importance that delay, for the purpose of providing 48 hours' advance notice, would result in substantial harm to the interests of the Association, the notice shall be deemed adequate if it is provided as soon as possible following the calling of the meeting.

ARTICLE XVIII

18.01. Common Surplus. Any surplus of Common Expense funds remaining after payment of the Common Expenses may be used by the Association for any lawful purpose. The unused portion shall be divided among Lot Owners and credited to the Lot Owners' forthcoming year's annual Common Expense Assessments.

2017-01-31 12:18

fax 1382 >> 609-984-6850

10:27:35 a.m.

02-01-2017

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JAN 31 2017

STATE TREASURER

CERTIFICATE OF INCORPORATION
OF
THE RESERVE AT FAWN RUN HOMEOWNERS ASSOCIATION, INC.

0101043705

In compliance with the requirements of Title 15A, Chapter 1, et seq. of the New Jersey Statutes, 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

The name of the corporation is The Reserve at Fawn Run Homeowners Association, Inc., hereinafter called the "Association".

ARTICLE II

The principal office of the Association is located at 30 Kings Ridge Rd., Basking Ridge, NJ 07920.

ARTICLE III

Greg Egnatuk, whose address is 30 Kings Ridge Rd., Basking Ridge, NJ 07920, is hereby appointed the initial registered agent of this Association.

ARTICLE IV

PURPOSE AND POWERS OF THE ASSOCIATION

This 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 that certain tract of property described in Exhibit "A" of a certain Declaration of Covenants and Restrictions for The Reserve at Fawn Run, recorded or intended to be recorded in the Office of the Clerk of Somerset County, and to promote health, safety and welfare of the residents within the above-described property and for these additional purposes:

(a) To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the aforesaid Declaration and the By-Laws of the Association as they both may be amended from time to time as therein provided, said Declaration and By-Laws being incorporated herein as if set forth at length;

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(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 Association; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) 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 Association;

(d) To borrow money to mortgage, pledge, deed in trust, or hypothecate any of all of its real or personal property as security for money borrowed or debts incurred; and

(e) 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 Lot which is subject to the Declaration aforesaid is subject to assessment by the Association, and qualifies in accordance with the By-Laws, shall be a member of the Association. The foregoing is not intended to include persons or entities that hold an interest merely as security for the performance of an obligation. Ownership of any such Lot shall be the sole qualification for membership. Upon termination of the interest of the Lot Owner, his membership shall automatically terminate and shall be transferred and shall inure to the new Lot Owner succeeding him in interest.

ARTICLE VI BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of Directors. The Board of Directors shall be composed of three (3) persons. The number of Directors may be changed pursuant to the By-Laws of the Association. The names and

addresses of the persons who are to act in the capacity of Directors until the selection of their successors are:

1. Greg Egnatuk, 30 Kings Ridge Rd., Basking Ridge, NJ 07920.
2. Tiffany Egnatuk, 30 Kings Ridge Rd., Basking Ridge, NJ 07920.
3. Alfred McKeon, 30 Kings Ridge Rd., Basking Ridge, NJ 07920.

ARTICLE VII

The name and address of the Incorporator is as follows: Janice K. Scherer, Esq., c/o Hutt & Shimanowitz, P.C., 459 Amboy Avenue, Woodbridge, New Jersey 07095.

ARTICLE VIII

The rights and limitations of the different classes of members will be set forth in the By-Laws.

ARTICLE IX

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

ARTICLE X

Upon dissolution, the assets of the Association shall be distributed on the same basis as the respective proportionate responsibility for common expenses of the members is determined.

ARTICLE XI DURATION

The corporation shall exist perpetually.

ARTICLE XII AMENDMENTS

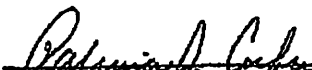
Amendment of these Articles shall require the assent of seventy-five (75%) percent of the members.

IN WITNESS WHEREOF, for the purpose of forming this non-profit corporation under the laws of the State of New Jersey, the undersigned incorporator of this Association, has executed these Articles of Incorporation this 31ST day of January, 2017.


JANICE K. SCHERER

STATE OF NEW JERSEY)
COUNTY OF MIDDLESEX)

BE IT REMEMBERED, that on this 31ST day of January, 2017, before me the subscriber, a Notary Public of the State of New Jersey, personally appeared JANICE K. SCHERER, who, I am satisfied is the person named in and who executed the within instrument, and thereupon she acknowledged that she signed, sealed and delivered the same as her act and deed, for the uses and purposes therein expressed.



NOTARY PUBLIC OF NEW JERSEY

PATRICIA J. COLFER
Notary Public Of New Jersey
Commission Expires March 4, 2020

EXHIBIT SA-B

STORMWATER OPERATION AND
MAINTENANCE MANUAL
THE RESERVE AT FAWN RUN
CASE #2004-004P-PSUB
DREAHOOK ROAD
BLOCK 60, LOT 7
BRANCHBURG TOWNSHIP, SOMERSET COUNTY
NEW JERSEY

Prepared By:


Robert J. Templin,
PE&LS 24GB02513600

11/04/15

EXHIBIT E TO
DECLARATION

**STORMWATER OPERATION AND
MAINTENANCE MANUAL
THE RESERVE AT FAWN RUN
CASE #2004-004P-PSUB
DREAHOOK ROAD
BLOCK 60, LOT 7
BRANCHBURG TOWNSHIP, SOMERSET COUNTY
NEW JERSEY**

1. INTRODUCTION

This maintenance manual was prepared for the proposed stormwater management features located in the above referenced project in accordance with the Residential Site Improvement Standards (N.J.A.C. 5:21), the New Jersey Stormwater Management Rules (N.J.A.C. 7:8) and the Branchburg Township Land Development Ordinance. The owner-developer during the construction of the project is Perimeter Properties One, LLC, P.O. Box 216, Pluckemin, N.J. 07978. The contact person is Greg Egnatuk at 908-421-3117. It is the responsibility of the owner-developer to properly train the homeowners association in the proper inspection and maintenance of the stormwater facilities in this manual. Upon completion of the project and implementation of the stormwater facilities the responsibility will go to "The Reserve at Fawn Run Homeowners Association" who shall be responsible for the inspection and corrective maintenance of the stormwater management measures. The contact person is _____, address _____ and contact phone number _____.

2. STORMWATER MANAGEMENT DEVICES REQUIRING MAINTENANCE

The project requires the maintenance of all swales, the detention basin, the sand filter in the detention basin, the outlet structure, the gabion aprons, flared end sections at the basin and the scour hole. After completion of the project it will be the responsibility of The Reserve at Fawn Run Homeowners Association to maintain the above stormwater facilities. The maintenance work shall be performed by qualified personnel.

3. PREVENTIVE MAINTENANCE

Preventive maintenance shall be performed on a regular basis by properly trained personnel and is intended to keep the facility operational and attractive at all times. Preventive maintenance shall include the following procedures:

1. Grass Cutting - Mowing and trimming to maintain a 3-6" height shall be performed at least monthly from April through October. Additional mowing and trimming shall be performed if necessary to prevent undesirable growth on the embankment and maintain the 3-6" height. Grass clippings shall be removed.

2. Removal and disposal of trash and debris - Immediately following any storm exceeding 1" of rainfall and at least once every month, all trash and debris shall be removed from the trash racks, spillway, concrete low flow channel and the impoundment area. Trash and debris shall be disposed of properly in accordance with State and Local regulations.

3. Sediment removal and disposal - Accumulated sediment must be removed before it threatens the operation of the facility. Sediment volume should be monitored periodically, and shall be removed, if necessary, at least 4 times annually. Sediment shall be disposed of properly in accordance with Soil Conservation District and N.J.D.E.P. Regulations. Sediment removal shall occur when the facilities are dry.

4. Grass maintenance - An annual program of fertilizing and soil conditioning shall be provided to maintain healthy grass growth and to ensure that no erosion, scour or unwanted tree or growth is occurring. Reseeding shall be performed as necessary to maintain soil stabilizing grass cover. Trees and shrubs shall be maintained in good health and if necessary, replaced if diseased or dead. Vegetative cover shall be maintained to 85 percent in the sand filter and to 95 percent in the grass swales.

5. The "establishing and restoring" vegetation and sand filter shall be inspected biweekly while the "established" vegetation shall be inspected twice annually (once during the growing season and once during the non growing season).

6. The structural components shall be inspected for cracking, subsidence, spalling, erosion and deterioration at least once annually.

7. The sand bed shall be inspected twice annually for permeability. The drain time shall be noted in the maintenance manual in order to be used to evaluate performance. If the sand filter fails to drain the water quality design storm within 72 hours replacement shall occur.

4. CORRECTIVE MAINTENANCE

Corrective maintenance shall be performed as soon as possible after a situation requiring attention is reported. Corrective maintenance includes filling of animal burrows, re-establishment of embankments where sloughing or settlement has occurred, repair of damage resulting from vandalism or natural causes, removal of debris and sediment which impairs the operation of the facility and correction of any defects in structures and/or the stormwater facilities which jeopardize safety or the operation of the facility.

Sand infiltration bed performance assessment- The surface sand layer within the detention basin should be evaluated following every storm exceeding one inch of rainfall. Standing water observed more than 72 hours after the end of the storm is an indication of reduced performance and corrective measures shall be taken. Inspections shall be made on a monthly basis and after every storm exceeding one inch of rainfall.

If significant increases or decreases in the normal drain time is observed the sand filter, then the bottom surface, subsoil and both the ground water and tailwater levels need to be evaluated and appropriate measures taken to comply with the design and proper functioning of the basin. Annual tilling by light equipment of the sand bed is recommended to break up clogged surfaces and assist in maintaining its infiltration capacity.

5. MAINTENANCE INSPECTION

An inspection of the facility shall be performed at least every three months to determine the effectiveness of maintenance work and the condition of the facility. In addition, an inspection shall be made whenever a severe storm warning is issued to determine the readiness of the facility.

All structural components including the outlet structure, headwalls, swales, gabion aprons, spalling, erosion and deterioration four times a year and after each storm exceeding one inch of rainfall.

6. RECORDS

The Appendix of this manual contains checklists and logs for the maintenance and inspection of the stormwater facilities to be completed by responsible personnel at the direction of the Homeowners Association. These shall be utilized each time an inspection and/or maintenance is performed, and shall be kept on file by the Homeowners Association. These records may be used to determine the effectiveness of the existing maintenance and inspection schedules, and as a guide to revising the schedules as appropriate.

TABLE ONE
MAINTENANCE LOG
FOR STORMWATER OPERATION AND
MAINTENANCE PLAN AT
THE RERVE AT FAWN RUN

1. Grass Cutting	Date Completed	Comments
A. De-Weed Sand Bed		
B. Embankment		
C. Perimeter Areas		
D. Access areas		

2. Grass Maintenance	Date Completed	Comments
A. Fertilizing		
B. Reseeding		
C. De-thatching		
D. Pest Control		
E. Aeration		

3. Tree/Shrub Care	Date Completed	Comments
A. Fertilizing		
B. Pruning		
C. Pest Control		
D. Replacement		

4. Trash/Debris Removal	Date Completed	Comments
A. Basements		
B. Embankments		
C. Perimeter Areas		
D. Inlets/Outlets		
E. Trash Racks		
F. Rip-Rap Apron		
G. Sand Filter Bed		

5. Sediment Removal Date Completed Comments

A. Sand Filter		
B. Inlets/Outlets		
C. Rip-Rap Apron		

6. Corrective Maintenance Date Completed Comments

A. Erosion Repair		
B. Embankment Repair		
C. Inlet Repair		
D. Outlet Repair		
E. Sand Filter Repair		
F. Wall Repair		

Authorized Maintenance Person

Date

TABLE TWO
INSPECTION LOG
FOR
STORMWATER MANAGEMENT FACILITIES
FOOTHILL ESTATES HOMEOWNERS ASSOCIATION

1. Embankments	Good	O.K.	Comments/Repair
A. Vegetation			
B. Retaining Wall			
C. Erosion			
D. Settlement			
E. Sloughing			
F. Seepage			
G. Aesthetics			
H. Trash/Debris			

2. Sand Filter	Good	O.K.	Comments/Repair
A. Vegetation			
B. Ponding			
C. Erosion			
D. Settlement			
E. Sloughing			
F. Seepage			
G. Aesthetics			
H. Trash/Debris			
I. Permeability			

3. Inlet Structure	Good	O.K.	Comments/Repair
A. General Condition			
B. Trash/Debris			
C. Settlement			
D. Aesthetics			

4. Outlet Structure Good O.K. Comments/Repair

A. General Condition			
B. Trash/Debris			
C. Settlement			
D. Aesthetics			
E. Trash Rack			

5. Emergency Spillway Good O.K. Comments/Repair

A. Vegetation			
B. Erosion			
C. Trash/Debris			
D. Aesthetics			

Good - No evidence of failure or need to repair.

O.K. - Should be monitored as it may need repair in the future.

Comments/Repair - Either a comment as to the status of the facility item or a statement of a necessary repair if Good and O.K. are not checked.

Authorized Maintenance Person

Date

SCHEDULE OF LOTS IMPACTED BY EASEMENTS

Easement Type	Impacted Lots
Drainage	7.02
	7.03
	7.04
	7.05
	7.06
	7.07
	7.08
Tree Planting	7.03
	7.04
	7.05
	7.06
Shade Tree & Utility	All Lots 7.01-7.10
Water Company	7.04
Sanitary Sewer Easement	7.08
	7.10
Utility Easement	7.08
	7.10

**EXHIBIT F TO
DECLARATION**

STATE OF NEW JERSEY:

: SS
COUNTY OF Somerset

I CERTIFY that on 2-2, 2017, before me the undersigned witnessing authority, personally appeared Greg Egnatuk, who is a Member of PERIMETER PROPERTIES ONE, LLC, a New Jersey limited liability company, who I am satisfied is the person who signed the within instrument, and he acknowledged that he signed, sealed and delivered the same as such officer aforesaid, and that the within instrument is the voluntary act and deed of such company.

James Madalena
Notary Public

JAMES T. MADALONE
NOTARY PUBLIC OF NEW JERSEY
ID # 2430330
My Commission Expires 2/22/2018

\\Fs5\Company\PattyC\Reserve at Fawn Run\Declaration JKS.doc



BRETT A. RADI
SOMERSET COUNTY CLERK
20 GROVE STREET
P.O. BOX 3000
SOMERVILLE, NJ 08876-1262

Recorded: 02/03/2017 01:12:44 PM
Book: OPR 6939 Page: 3664-3728
Instrument No.: 2017005532
AGTDEED 66 PGS \$683.00

Recorder: NICHOLLS PA

DO NOT DISCARD



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