

**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS**

OF

HAMLET AT HIDDEN MEADOWS, L.L.C.

**NOTICE: EACH OWNER OF A LOT SUBJECT TO THIS DECLARATION MUST
COMPLY WITH SECTION PRIOR TO ANY RESALE OF THE LOT.**



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Dorothy K. Tirpak
Hunterdon County Clerk

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
OF**

Table of Contents

		P a g e	
Section	1	Submission to the Declaration	1
Section	2	Definitions	1
Section	3	Applicability; Membership in the Association	2
Section	4	Construction, Management, Operation, Maintenance and Dedication of the Community Facilities	4
Section	5	Owners' Easement of Enjoyment	4
Section	6	Easements	4
Section	7	Owners' Assessment Obligation	5
Section	8	Time of Payment	5
Section	9	Lien for Assessments; Personal Obligation	6
Section	10	Effect of Non-Payment of Assessments	6
Section	11	Method of Enforcing Collection of Assessments.....	6
Section	12	Unpaid Assessment at the Time of Execution Sale Against a Lot	6
Section	13	Transfer of a Lot	7
Section	14	Mortgage Foreclosure	7
Section	15	Declarant's Assessment Obligations.....	7
Section	16	Owners' Negligence	7
Section	17	Surplus Funds	8
Section	18	Transfer of Lots	8

Section	19	Mandatory Disclosure to Lot Purchaser	8
Section	20	Use Restrictions	9
Section	21	Compliance and Default	11
Section	22	Complaint and Hearing Procedure; Actions by Owners	12
Section	23	Amendments	12
Section	24	Duration	13
Section	25	By Unanimous Agreement	13
Section	26	Notice	13
Section	27	Severability	13
Section	28	Headings	13
Section	29	Effective Date	14
Section	30	Binding	14

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

The **DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS** (the "Declaration"), made this 27th day of March, 2001, by **HAMLET AT HIDDEN MEADOW, L.L.C.**, a New Jersey Limited Liability Company, for itself, its successors, grantees and assigns other than the purchasers of a Lot (herein called the "Declarant").

Section 1. Submission to the Declaration. Declarant hereby submits the land consisting of approximately 19.8835 +/- Acres located in Union Township, Hunterdon County, New Jersey and more fully described on Exhibit "A" hereto, together with the buildings and improvements to be constructed thereon, and all easements, rights and appurtenances belonging thereto (the "property"), to the terms, conditions and provisions of this Declaration.

Section 2. Definitions. The following terms when used herein and in the By-Laws shall have the meanings ascribed to them by this Section 2.

(a) **"Assessments"** shall mean those assessments payable by the Owners upon notification by the Association as provided herein. Each Assessment shall be separate and payable by the Owner of the Lot against which the Assessment is levied.

(b) **"Association"** shall mean Hamlet at Hidden Meadows Association, a New Jersey non-profit corporation, being an association of all Owners and the Declarant while it owns a Lot subject to this Declaration.

(c) **"Board of Directors"** shall mean a group of individuals who shall manage and administer the business affairs and operation of the Association on behalf of the Members.

(d) **"By-Laws"** shall mean the governing rules and procedures for the operation of the Association.

(e) **"Common Expenses"** shall mean the expenses for which all of the Owners shall be liable pursuant to this Declaration or the By-Laws.

(f) **"Common Receipts"** shall mean the funds collected from Owners as Assessments and receipts designated as common by the provisions of this Declaration and the By-Laws.

(g) **"Common Surplus"** shall mean the excess of all Common Receipts

Addendum

Properties known as Tax Lot 19, Block 28; Tax Lot 19.01, Block 28 Tax Lot 19.02, Block 28; Tax Lot 19.03, Block 28; Tax Lot 19.04, Block 28; Tax Lot 19.05, Block 28; and Tax Lot 19.06, Block 28 are subject to these covenants and restrictions.

Said property known as Tax Lot 19 (also known as Lot 19, Block 28 on a map, "Final Plat for the Hamlet at Hidden Meadow, Block 28, Lot 19, Tax Map Sheet 8, Union Township, Hunterdon County New Jersey," filed in the Hunterdon County Clerk's Office on 4/5/01 as Map No. 8310829) was conveyed from Hamlet at Hidden Meadow, LLC to Michael D. Beck and Barri J. Beck, by deed dated 8/27/01 and recorded 8/31/01 in **Deed Book 2017, page 906.**

Said property known as Tax Lot 19.01 (also known as Lot 19.01, Block 28 on a map, "Final Plat for the Hamlet at Hidden Meadow, Block 28, Lot 19, Tax Map Sheet 8, Union Township, Hunterdon County New Jersey," filed in the Hunterdon County Clerk's Office on 4/5/01 as Map No. 8310829) was conveyed from Hamlet at Hidden Meadow, LLC to Thomas A. Larkin and Elizabeth A. Larkin, by deed dated 5/17/02 and recorded 5/28/02 in **Deed Book 2038, page 168.**

Said property known as Tax Lot 19.02 (also known as Lot 19.02, Block 28 on a map, "Final Plat for the Hamlet at Hidden Meadow, Block 28, Lot 19, Tax Map Sheet 8, Union Township, Hunterdon County New Jersey," filed in the Hunterdon County Clerk's Office on 4/5/01 as Map No. 8310829) was conveyed from Hamlet at Hidden Meadow, LLC to Donald H. Joos and Stephanie E. Joos, by deed dated 4/17/02 and recorded 5/1/02 in **Deed Book 2036, page 319.**

Said property known as Tax Lot 19.03 (also known as Lot 19.03, Block 28 on a map, "Final Plat for the Hamlet at Hidden Meadow, Block 28, Lot 19, Tax Map Sheet 8, Union Township, Hunterdon County New Jersey," filed in the Hunterdon County Clerk's Office on 4/5/01 as Map No. 8310829) was conveyed from Nicholas L. Bozzo and Beth N. Bozzo to William J. Bourque and Stacey Bourque, by deed dated 2/1/05 and recorded 2/4/05 in **Deed Book 2114, page 528.**

Said property known as Tax Lot 19.04 (also known as Lot 19.04, Block 28 on a map, "Final Plat for the Hamlet at Hidden Meadow, Block 28, Lot 19, Tax Map Sheet 8, Union Township, Hunterdon County New Jersey," filed in the Hunterdon County Clerk's Office on 4/5/01 as Map No. 8310829) was conveyed from Hamlet at Hidden Meadow, LLC to Mohammad Ali Khatibzadeh and Laura D. Jhatibzadeh, by deed dated 9/6/01 and recorded 9/12/01 in **Deed Book 2018, page 701.**

Said property known as Tax Lot 19.05 (also known as Lot 19.05, Block 28 on a map, "Final Plat for the Hamlet at Hidden Meadow, Block 28, Lot 19, Tax Map Sheet 8, Union Township, Hunterdon County New Jersey," filed in the Hunterdon County Clerk's Office on 4/5/01 as Map No. 8310829) was conveyed from Hamlet at Hidden Meadow, LLC to Theodore F. Frankenbach and Marilyn R. Frankenbach, by deed dated 1/9/02 and recorded 1/18/02 in **Deed Book 2028, page 192.**

Said property known as Tax Lot 19.06 (also known as Lot 19.06, Block 28 on a map, "Final Plat for the Hamlet at Hidden Meadow, Block 28, Lot 19, Tax Map Sheet 8, Union Township, Hunterdon County New Jersey," filed in the Hunterdon County Clerk's Office on 4/5/01 as Map No. 8310829) was conveyed from Cendant Mobility to James J. Ferry and Christine L. Ferry, by deed dated 6/15/05 and recorded 7/1/05 in **Deed Book 2127, page 169.**

The above-referenced deeds are to be marginally notated to to confirm that said parcels are subject to this deed of Covenants and Restrictions.

J.M.H. LAND SURVEYORS

James M. Hansen, P.L.S.

146 Rick Road

Milford, NJ 08848-2112

(908) 996-7028 Fax: (908) 996-7001

**CONSERVATION EASEMENT / OPEN SPACE EASEMENT
BLOCK 28, LOT 19
TOWNSHIP OF UNION, HUNTERDON COUNTY, N.J.**

North-west area of 8,886 S.F.

Beginning at a point on the southerly right-of-way line of Main Street (ultimate 50 foot wide right-of-way) in the easterly line of Lot 13.01 in Block 28, said beginning point being South 21 degrees 59 minutes 12 seconds East, a distance of 25.05 feet from the point of beginning of property conveyed from Ann C. Lewis to Arthur Ronquist (Block 28, Lot 19 in the Township of Union, County of Hunterdon) described in a deed dated December 2, 1993 and filed in the Hunterdon County Clerk's Office on January 16, 1994 in Deed Book 1102, pages 460 & 461; and running, thence

1) along a portion of the southerly right-of-way line of Main Street, North 64 degrees 24 minutes 15 seconds East, a distance of 11.99 feet to a point, thence leaving said line and continuing through the interior of Lot 19 the following five (5) courses to each respective point

2) South 22 degrees 01 minutes 04 seconds East, 536.48 feet

3) South 14 degrees 00 minutes 42 seconds East, 37.41 feet

4) along a curve with data of; R=25.00', L=27.28', CH= South 17 degrees 14 minutes 53 seconds West, 25.95 feet

5) South 48 degrees 30 minutes 28 seconds West, 53.92 feet

6) along a curve with data of; R=65.00', L=19.73', CH= South 39 degrees 48 minutes 43 seconds West, 19.65 feet to a point in line of Lot 13.02 in Block 28, thence

7) along a portion of Lot 13.02, North 20 degrees 33 minutes 48 seconds East, a distance of 114.59 feet to a point and corner to Lot 13.02, thence

8) along a portion of another line of Lot 13.02 and continuing along the easterly line of Lot 13.01 in Block 28, North 21 degrees 59 minutes 12 seconds West, a distance of 535.75 to the point and place of beginning.

Containing an area of 8886 S.F., more or less.

Southerly area of 402,531 S.F.

Beginning at a point in line of Lot 13.02 in Block 28, being South 20 degrees 33 minutes 48 seconds West, a distance of 138.40 feet from the termination of Course 16 in the description of property conveyed from Ann C. Lewis to Arthur Ronquist (Block 28, Lot 19 in the Township of Union, County of Hunterdon) by a deed dated December 2, 1993 and filed in the Hunterdon County Clerk's Office on January 16, 1994 in Deed Book 1102, pages 460 & 461; and running the following seventy-two (72) courses through the interior of Lot 19 to each respective point,

1) along a curve with data of; R=65.00', L=64.07', CH= South 18 degrees 13 minutes 43 seconds East, 61.51 feet

2) South 46 degrees 28 minutes 05 seconds East, 64.38 feet

3) along a curve with data of; R=35.00', L=55.53', CH= South 01 degrees 01 minutes 01 seconds East, 49.89 feet

- 4) South 44 degrees 26 minutes 06 seconds West, 40.79 feet
- 5) South 83 degrees 39 minutes 18 seconds West, 17.25 feet
- 6) South 32 degrees 44 minutes 07 seconds West, 35.95 feet
- 7) along a curve with data of; R=75.00', L=41.12', CH= South
- 48 degrees 26 minutes 28 seconds West, 40.60 feet
- 8) South 64 degrees 08 minutes 49 seconds West, 32.63 feet
- 9) along a curve with data of; R=75.00', L=18.28', CH= South
- 71 degrees 07 minutes 46 seconds West, 18.23 feet
- 10) along a curve with data of; R=75.00', L= 9.31', CH= South
- 42 degrees 58 minutes 43 seconds West, 9.31 feet
- 11) South 89 degrees 52 minutes 28 seconds East, 49.70 feet
- 12) along a curve with data of; R=75.00', L=15.80', CH= South
- 83 degrees 50 minutes 23 seconds East, 15.77 feet
- 13) South 12 degrees 11 minutes 41 seconds West, 25.00 feet
- 14) South 77 degrees 48 minutes 19 seconds East, 28.57 feet
- 15) South 84 degrees 03 minutes 38 seconds East, 42.39 feet
- 16) South 85 degrees 10 minutes 58 seconds East, 45.92 feet
- 17) North 82 degrees 46 minutes 07 seconds East, 38.28 feet
- 18) along a curve with data of; R=50.00', L= 4.66', CH= North
- 85 degrees 26 minutes 19 seconds East, 4.66 feet
- 19) along a curve with data of; R=25.00', L=30.98', CH= North
- 52 degrees 36 minutes 44 seconds East, 29.03 feet
- 20) along a curve with data of; R=50.00', L=19.02', CH= North
- 28 degrees 00 minutes 40 seconds West, 18.90 feet
- 21) North 38 degrees 54 minutes 23 seconds East, 39.91 feet
- 22) along a curve with data of; R=50.00', L=14.95', CH= North
- 47 degrees 28 minutes 29 seconds East, 14.90 feet
- 23) North 33 degrees 57 minutes 24 seconds West, 25.00 feet
- 24) along a curve with data of; R=75.00', L=22.43', CH= North
- 64 degrees 36 minutes 42 seconds East, 22.35 feet
- 25) North 73 degrees 10 minutes 49 seconds East, 57.51 feet
- 26) along a curve with data of; R=50.00', L= 7.51', CH= North
- 07 degrees 23 minutes 51 seconds East, 7.50 feet
- 27) North 76 degrees 23 minutes 45 seconds East, 116.55 feet
- 28) along a curve with data of; R=50.00', L=18.44', CH= South
- 13 degrees 59 minutes 43 seconds East, 18.33 feet
- 29) South 03 degrees 25 minutes 50 seconds West, 35.69 feet
- 30) along a curve with data of; R=50.00', L= 9.35', CH= South
- 01 degrees 55 minutes 39 seconds West, 9.34 feet
- 31) South 07 degrees 17 minutes 07 seconds West, 28.49 feet
- 32) along a curve with data of; R=50.00', L= 6.87', CH= South
- 11 degrees 13 minutes 22 seconds West, 6.87 feet
- 33) North 57 degrees 30 minutes 15 seconds East, 26.45 feet
- 34) North 06 degrees 51 minutes 23 seconds East, 17.80 feet
- 35) along a curve with data of; R=50.00', L=32.13', CH= North
- 25 degrees 15 minutes 52 seconds East, 31.58 feet
- 36) along a curve with data of; R=50.00', L=16.07', CH= North
- 31 degrees 15 minutes 31 seconds West, 16.00 feet
- 37) North 22 degrees 03 minutes 02 seconds West, 32.59 feet
- 38) along a curve with data of; R=50.00', L=18.11', CH= North
- 11 degrees 40 minutes 32 seconds West, 18.01 feet
- 39) South 76 degrees 23 minutes 45 seconds West, 125.82 feet

2)

- 40) North 16 degrees 18 minutes 19 seconds West, 13.68 feet
- 41) North 82 degrees 36 minutes 41 seconds West, 34.91 feet
- 42) along a curve with data of; R=43.16', L=45.23', CH= North
- 84 degrees 55 minutes 56 seconds West, 43.19 feet
- 43) South 78 degrees 49 minutes 10 seconds West, 11.13 feet
- 44) along a curve with data of; R=46.91', L=47.00', CH= South
- 61 degrees 01 minute 52 seconds West, 45.06 feet
- 45) South 87 degrees 48 minutes 49 seconds West, 31.55 feet
- 46) South 49 degrees 44 minutes 09 seconds West, 21.52 feet
- 47) along a curve with data of; R=50.00', L= 3.44', CH= South
- 51 degrees 42 minutes 22 seconds West, 3.44 feet
- 48) along a curve with data of; R=65.00', L=99.55', CH= North
- 02 degrees 35 minutes 34 seconds West, 90.10 feet
- 49) North 46 degrees 28 minutes 05 seconds West, 64.38 feet
- 50) along a curve with data of; R=35.00', L=58.02', CH= North
- 01 degrees 01 minutes 11 seconds East, 51.60 feet
- 51) North 48 degrees 30 minutes 28 seconds East, 53.92 feet
- 52) along a curve with data of; R=55.00', L=67.75', CH= North
- 13 degrees 13 minutes 01 second East, 63.55 feet
- 53) North 22 degrees 04 minutes 26 seconds West, 50.27 feet
- 54) South 75 degrees 55 minutes 21 seconds East, 23.85 feet
- 55) along a curve with data of; R=53.30', L=50.50', CH= South
- 46 degrees 49 minutes 19 seconds East, 48.63 feet
- 56) South 21 degrees 40 minutes 07 seconds East, 13.08 feet
- 57) South 13 degrees 03 minutes 10 seconds East, 26.25 feet
- 58) South 83 degrees 11 minutes 01 seconds East, 35.20 feet
- 59) along a curve with data of; R=50.00', L=18.87', CH= North
- 81 degrees 46 minutes 01 seconds East, 18.76 feet
- 60) South 87 degrees 25 minutes 08 seconds East, 21.08 feet
- 61) South 78 degrees 35 minutes 20 seconds East, 23.43 feet
- 62) North 75 degrees 12 minutes 35 seconds East, 29.27 feet
- 63) North 82 degrees 22 minutes 58 seconds East, 16.43 feet
- 64) North 31 degrees 26 minutes 19 seconds East, 36.27 feet
- 65) North 24 degrees 32 minutes 26 seconds East, 17.99 feet
- 66) North 04 degrees 54 minutes 16 seconds East, 23.83 feet
- 67) along a curve with data of; R=50.00', L=27.13', CH= North
- 20 degrees 26 minutes 58 seconds East, 26.80 feet
- 68) North 35 degrees 59 minutes 41 seconds East, 41.17 feet
- 69) along a curve with data of; R=50.00', L=53.62', CH= North
- 66 degrees 42 minutes 51 seconds East, 51.08 feet
- 70) North 44 degrees 04 minutes 41 seconds East, 27.42 feet
- 71) North 56 degrees 20 minutes 01 second East, 37.53 feet
- 72) North 57 degrees 54 minutes 18 seconds East, 76.41 feet to a point on the westerly line of Lot 41 in Block 28, thence
- 73) along a portion of the westerly line of Lot 41, South 26 degrees 17 minutes 32 seconds East, a distance of 135.09 feet to a point, thence
- 74) along a portion of the southerly line of Lot 41, North 62 degrees 19 minutes 38 seconds East, a distance of 298.43 feet to a point, thence leaving said line and continuing through the interior of Lot 19 the following twenty (20) courses to each respective point,

3)

- 75) South 18 degrees 02 minutes 17 seconds East, 47.26 feet
 - 76) South 61 degrees 53 minutes 36 seconds East, 38.85 feet
 - 77) South 59 degrees 04 minutes 11 seconds East, 36.29 feet
 - 78) South 56 degrees 38 minutes 33 seconds West, 54.59 feet
 - 79) North 54 degrees 51 minutes 00 seconds West, 26.92 feet
 - 80) South 73 degrees 15 minutes 47 seconds West, 36.51 feet
 - 81) South 60 degrees 07 minutes 05 seconds West, 55.76 feet
 - 82) South 14 degrees 43 minutes 27 seconds East, 41.77 feet
 - 83) South 39 degrees 30 minutes 27 seconds East, 44.60 feet
 - 84) South 63 degrees 46 minutes 55 seconds East, 31.59 feet
 - 85) South 80 degrees 27 minutes 03 seconds East, 30.56 feet
 - 86) North 85 degrees 48 minutes 04 seconds East, 28.75 feet
 - 87) South 84 degrees 44 minutes 24 seconds East, 48.96 feet
 - 88) North 81 degrees 14 minutes 36 seconds East, 23.48 feet
 - 89) North 82 degrees 59 minutes 59 seconds East, 31.13 feet
 - 90) South 06 degrees 51 minutes 50 seconds East, 146.06 feet
 - 91) South 06 degrees 24 minutes 32 seconds East, 53.70 feet
 - 92) South 00 degrees 20 minutes 05 seconds East, 52.79 feet
 - 93) South 05 degrees 56 minutes 24 seconds West, 44.11 feet
 - 94) South 09 degrees 47 minutes 16 seconds West, 28.88 feet to a point on the northerly line of Lot 20.03 in Block 28, thence
 - 95) along a portion of the northerly line of Lot 20.03 and continuing along a portion of a line of Lot 20 in Block 28, South 78 degrees 39 minutes 25 seconds West, a distance of 681.21 feet to a point, thence
 - 96) along a portion of another line of Lot 20, North 85 degrees 25 minutes 34 seconds West, a distance of 451.45 feet to a point, corner to Lot 13.02 in Block 28, thence
 - 97) along a line of Lot 13.02, North 21 degrees 39 minutes 08 seconds West, a distance of 110.18 feet to a point and corner, thence
 - 98) along another line of Lot 13.02, North 66 degrees 28 minutes 39 seconds East, a distance of 263.21 feet to a point and corner, thence
 - 99) along a portion of another line of Lot 13.02, North 20 degrees 33 minutes 48 seconds East, a distance of 111.60 feet to the point and place of beginning.
- Containing an area of 402,586 S.F., more or less.

Northeast area of 18,063 S.F.

Beginning at a point on the southerly line of Lot 18 in Block 28, said beginning point being North 60 degrees 50 minutes 05 seconds East, a distance of 12.41 feet from the beginning of Course Five (5) of property conveyed from Ann C. Lewis to Arthur Ronquist (Block 28, Lot 19 in the Township of Union, County of Hunterdon) described in a deed dated December 2, 1993 and filed in the Hunterdon County Clerk's Office on January 16, 1994 in Deed Book 1102, pages 460 & 461; and running, thence

- 1) along a portion of the southerly line of Lot 18, North 60 degrees 50 minutes 05 seconds East, a distance of 179.09 feet to a point on the westerly right-of-way line of Finn Road (said right-

of-way measured 25 feet normal from the roadway centerline of Finn Road), thence

2) along said westerly line, South 29 degrees 18 minutes 31 seconds East, a distance of 239.25 to a point on the northerly line of Lot 41 in Block 28, thence

3) along a portion of the northerly line of Lot 41, South 62 degrees 33 minutes 28 seconds West, a distance of 58.02 feet to a point, thence

4) leaving said line and continuing through the interior of Lot 19, North 29 degrees 18 minutes 31 seconds West, a distance of 202.51 feet to a point, thence

5) South 60 degrees 50 minutes 05 seconds West, a distance of 121.18 feet to a point, thence

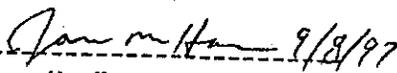
6) North 29 degrees 10 minutes 28 seconds West, a distance of 35.00 feet to the point and place of beginning.

Containing an area of 18,063 S.F., more or less.

The total calculated area of the conservation easement/open space area is 9.8595 acres (429,480 square feet) with bearings referenced to Deed Book 1102, page 460.

Reference is also made to a map entitled "Preliminary Plat of Major Subdivision for Arthur R. Ronquist, Lot 19 Block 28 T.M. Sht. 8, Union Township, Hunterdon County, New Jersey" Sheet 3 of 12, prepared by Biggs Engineering Associates, P.A. (File # 96-191) dated 1/29/96 and revised to 7/22/97.

Subject to all easements, restrictions, covenants, ordinances, and agreements of record, if any.



James M. Hansen
Professional Land Surveyor
New Jersey Lic. # 32650

over all Common Expenses.

(h) "Community" shall mean the development known as Hamlet at Hidden Meadows which includes the Property.

(i) "Community Facilities" shall include the open space areas, including passive recreation areas, entrance signs and monuments, perimeter buffer, storm water retention, detention and drainage facilities and areas, and all other property or facilities shown on the Plan as within the Community, but not located on an individual lot or within areas to be dedicated to Union Township, and any other property which the Community Association may hereafter own or maintain. *Community Facilities shall include the drainage basin located on Lots 19.02 + 19.03 in Block 28.*

(j) "Lot" shall mean each separate and subdivided parcel of land which is shown on the Plan as a building lot, and all structures which are or will be erected thereon.

(k) "Members" shall mean Class A and Class B Members of the Association, as these terms are defined herein.

(l) "Owner" shall mean the record owner of any Lot, excluding those persons having an interest merely as security for the performance of an obligation, and excluding the Declarant. Multiple Owners of a single Lot shall together be deemed one Owner for purposes of this Declaration.

(m) "Plan" shall mean the Final Subdivision Plan, approved by Union Township and recorded in the Clerk's Office of Hunterdon County, New Jersey on *April 5*, 2001, in ~~Book~~ *as Filed Map 8310829*, Pages , showing the Property.

Section 3. Applicability; Membership in the Association.

(a) This Declaration shall be applicable to the Property. All Owners of Lots and their tenants, guests, or invitees, and any other persons who shall be permitted to use the Community Facilities, shall be subject to this Declaration, the By-Laws and any rules and regulations promulgated by the Board of Directors.

(b) All Owners upon acceptance of the deed to their Lots shall become Members of the Association and shall be obligated to pay all Assessments levied by the Association. Membership in the Association shall be limited to the Owners of Lots subjected to this Declaration and the Declarant. Except as set forth herein, the affairs of the Association shall be governed by the By-Laws.

(c) There shall be two classes of Members in the Association: Class A Members and the Class B Members.

(i) Class A Members shall be all Owners. Class A Members shall be entitled to one (1) vote for each Lot they own in the Community.

(ii) The Class B Member shall be the Declarant who shall have four (4) votes for each Lot in the Community which the Declarant owns, including all Lots owned by Declarant within any property annexed into the Community pursuant to Section below. Class B membership shall be converted to one (1) vote for each Lot in the Property which the Declarant owns or on which it reserves the right to build a house upon the earlier to occur of either of the following events:

(A) When the total number of votes outstanding among Class A Members equals the total number of votes outstanding in the Class B membership; or

(B) The expiration of ten (10) years from the initial recordation of this Declaration.

(d) Notwithstanding any other provision of this Declaration or the By-Laws, no action shall be taken or adopted by the Association which would in any way affect any of the rights, privileges, powers or options of the Declarant (including, but not limited to development of the Property or the marketing program of the Declarant) without the prior written approval of the Declarant.

(e) Only those Class A Members in good standing and entitled to vote shall be considered in determining whether, as to Class A Members, a quorum is present at a meeting of the Association or for determining the percentage of Class A Members voting on a matter. A Class 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 Assessments made or levied against him or against his Lot by the Board of Directors as hereinafter provided, together with all interest, costs of collection, attorneys' fees, penalties and other expenses, if any, properly chargeable to him or against his Lot, at least ten (10) days prior to the date fixed for the annual or special meeting and has not violated any of the covenants and conditions contained in this Declaration, the By-Laws or rules and regulations.

(f) In the event a Member shall lease or permit another to occupy his Dwelling in accordance with the provisions of this Declaration, the tenant or occupant shall be permitted to enjoy the Community Facilities but shall not vote in the affairs of the Association, except when the Member shall permit the tenant or occupant to exercise the proxy vote of the Member.

(g) Every lawful transfer of title to a Lot shall include membership in the Association, and, upon making this transfer, the previous Owner's membership shall

automatically terminate. Except as otherwise expressly provided, membership in the Association may not be assigned or transferred without the transfer of legal title to a Lot and any attempt at assignment or transfer thereof shall be void and of no effect.

Section 4. Management, Operation, Maintenance and Dedication of the Community Facilities.

The Declarant may transfer to the Association and the Association shall accept ownership of the Community Facilities. Whether or not the Community Facilities are owned by the Declarant or by the Association, the management, operation and maintenance of the Community Facilities (including the obligation to pay real estate taxes) shall be the responsibility of the Association from and after the date hereof. The Association may delegate to a professional manager or agent the responsibility to manage the Community Facilities at the expense of the Association. The Association shall maintain the Community Facilities in accordance with all ordinances and approvals, and in accordance with sound property management practices. The Association shall cause all open space which is part of the Community Facilities, including the sewage treatment lot and drainage swales and basin, to be mowed on a regular basis during the growing season. Notwithstanding anything else set forth herein, until such time as a Community Facility is conveyed to the Association, the Declarant reserves the right to dedicate the Community Facility to the municipality or any public or quasi-public body or utility.

Section 5. Owners' Easement of Enjoyment.

Every Owner shall have the right of ingress, egress and regress over and the right of enjoyment in and to the Community Facilities, which right shall be appurtenant to each Lot and shall pass with title to every Lot, subject to (a) the right of the Association to establish rules and regulations governing their use, and (b) the easements described elsewhere in this Declaration.

Section 6. Easements.

(a) All the Property shall be subject *** easement for fire protection and other emergency services, and for the present and future installation and maintenance of electric service, master and cable television service, telephone service, water service, storm water and sanitary sewage service, gas service and other utility services, and the facilities and appurtenances necessary to the same, street trees and any other improvements required by the Plan. This easement shall run in favor of the Declarant, the Association and the entity or entities owning or operating the utilities, and the Declarant and the Board of Directors shall have the right to grant additional utility easements in connection with the supply of utilities to the Community.

(b) The Association and its agents and employees shall have the irrevocable right and easement of access to each Lot as necessary for the inspection, maintenance, repair

***...to all easements of record and as may be reflected on the filed major subdivision plat referenced herein easements of record and including but not limited to sight, drainage, road right of way and conservation easements, and an...

or replacement of any of the Community Facilities accessible therefrom, or to abate any violation of this Declaration or any rules or regulations of the Association or any violation of any laws or orders of any governmental authorities having jurisdiction over the Property. The cost of the repairs made to any Lot shall be chargeable to the Owner of the Lot.

(c) The Declarant reserves an easement over the entire Property, including all Lots, for the ingress and egress of itself, construction or maintenance of Lots, including an easement to change or alter the grading of the Property or to correct any construction errors, defects or violation of ordinances or codes. The Declarant shall also have the right to maintain construction and sales offices, specialty lighting, specialty fencing and signs on the Community Facilities or on any Lot which it owns. The rights reserved for the Declarant by this Section 6(c) shall remain in effect for two (2) years after the Declarant has conveyed the last Lot in the Community. This Section 6(c) shall not be amended without the prior written consent of the Declarant.

(d) For a period of ten (10) years from and after conveyance of the last Lot which it owns in the Community, Declarant shall have an easement over the entire Property, including all Lots, for purposes of repairing, maintaining or replacing any entrance monuments, community signage or associated landscaping.

(e) Each Owner, by acceptance of the deed, whether or not it shall be so expressed in his deed or other conveyance, acknowledges that the Lots will be serviced by a Wastewater Treatment Facility located within the Community. In connection with the Wastewater Treatment Facility, Declarant hereby reserves the following easements:

(i) blanket easements to construct, maintain, repair and operate tanks, sewer lines, valves, connections, cleanouts, manholes and the like within the boundaries of all streets and as otherwise shown on the approved plans for the Community; and

(f) All of the easements described in this Declaration shall run with the land and inure to the benefit of and be binding upon the Declarant, the Association, each Owner and each tenant, occupant or other person having any interest in any Lot or in the Community Facilities.

Section 7. Owners' Assessment Obligation.

Each Owner, by acceptance of the deed, whether or not it shall be so expressed in his deed or other conveyance, shall be deemed to covenant and agree to pay to the Association (in addition to any other charges or costs levied by the Association pursuant to this Declaration) all Assessments, including, but not limited to the following:

- (a) A capital contribution equal to ~~(\$ 1, 00)~~ *one-dollar* upon the initial conveyance of a Lot from Declarant to an Owner;
- (b) Regular Assessments due and payable on a monthly basis based upon the budget of the Association;
- (c) Special Assessments fixed, established and collected from time to time as provided in this Declaration;
- (d) Any other charges or Assessments for what may be determined from time to time by the Association to be Common Expenses; and
- (e) Any interest charges, attorneys' fees, penalties or fines levied by the Board of Directors for non-payment of Assessments or for non-compliance with the terms and provisions of this Declaration, the By-Laws or any rules or regulations created by the Board of Directors. The Association shall have the right to assess charges (herein referred to as "Limited Charges") against any one or more Lots in the event that the Association expends any sums in exercising its right to enforce any provision of this Declaration against the Lot(s) or Owner(s). No Owner may exempt himself from contributing toward these expenses by waiver of the use or enjoyment of the Community Facilities or by abandonment of the Lot owned by him or by setoff or counterclaim.

Section 8. Time of Payment. Except as otherwise provided in this Declaration, payment of Assessments by the Owner shall be made at the discretion of the Board of Directors; provided that all regular and special Assessments shall be declared by the Board of Directors and made due and payable on a regular basis. The failure of the Board of Directors to formally declare any regular Assessment shall result in the regular Assessment for the immediately preceding year being the regular Assessment applicable to and due and payable for the next year.

Section 9. Lien for Assessments; Personal Obligation. All Assessments and Limited Charges chargeable to any Lot, including all fines, fees, charges, late charges, interest and costs of all fines, fees, charges, late charges, interest and costs of collection thereof (including attorneys' fees), and penalties levied for non-compliance with this Declaration, the By-Laws and any rules and regulations of the Association shall constitute a lien against the Lot in favor of the Association and shall also be the personal obligation of the Owner who was the Owner of the Lot at the time when the Assessment or Limited Charge became due. This lien shall be effective from and after the time the Assessment or Limited Charge becomes due and shall be evidenced by the recording in the public records of the county in which the Community is situate of a claim of lien stating the description of the Lot, the name of the record Owner and the date when the Assessment or Limited Charge

became due. This claim of lien shall include only those sums which are due and payable when the claim of lien is recorded and shall be signed and verified by an officer or agent of the Association. Upon full payment of all sums secured by the lien and payment of a preparation fee, the party making payment shall be entitled to a recordable satisfaction of lien to be recorded at his sole expense.

Section 10. Effect of Non-Payment of Assessments.

Any Assessment or installment thereof not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of fifteen percent (15%) per annum or a higher rate permitted by law which the Board of Directors may assess fines, late charges and costs of collection (including attorneys' fees) in addition to the interest charged hereunder.

Section 11. Method of Enforcing Collection of Assessments.

Any Assessment charged against a Lot may be enforced by a lawsuit brought by the Board of Directors on behalf of the Association in an action at law or equity against the Owner personally obligated to pay the same, or by executing the lien described in Section 9 against the Lot, or both, and it may seek whatever other remedy is available at law or in equity. In addition, the Association shall have the right to revoke the rights of an Owner in the Association, including the right to vote; provided the Association shall provide written notice of this revocation and an opportunity for the defaulting Owner to be heard before the Board of Directors. The decision of the Board of Directors shall be final.

Section 12. Unpaid Assessment at the Time of Execution Sale Against a Lot.

In the event that title to a Lot is transferred by sheriff's sale pursuant to execution upon any lien against the Lot, the Board of Directors may give notice in writing of any unpaid Assessment, which is a charge against the Lot but have not been reduced to a lien to the sheriff and the sheriff shall pay the Assessment of which he has notice out of the proceeds of the sale which remain in his hands for distribution after payment of all other claims which he is required bylaw to pay, but prior to any distribution of the balance to the former Owner against whom the execution was issued. The purchaser at the sheriff's sale and the Lot involved, shall not be liable for unpaid Assessments, which became due prior to the sheriff's sale of the Lot. To protect its right to collect unpaid Assessments which are a charge against a Lot, the Board of Directors may, on behalf of the Owners, purchase the Lot at sheriff's sale; provided this action is authorized by the affirmative vote of a majority of the Board of Directors. If it does so purchase, the Board of Directors shall thereafter have the power to sell, convey, mortgage or lease the Lot to any person whatsoever.

Section 13. Transfer of a Lot. Upon the transfer of a Lot other than a transfer described in Section 12 of this Declaration, the grantee shall be jointly and severally liable with the grantor for all unpaid Assessments and Limited Charges which are charges against the Lot as of the date of transfer. This joint and several liability shall be without prejudice to the right of the grantee to recover from the grantor in the amount of any unpaid Assessments provided, however, that any person who shall have entered into a written agreement to purchase a Lot shall be entitled to obtain a written statement from the Treasurer of the Association setting forth the amount of unpaid Assessments charged against the Lot, and if the statement does not reveal the full amount of the unpaid Assessments as of the date it is rendered, neither the purchaser nor the Lot after transfer thereof shall be liable for the payment of the amount in excess of the unpaid Assessments shown on the statement.

Section 14. Mortgage Foreclosure. If a Lot is acquired as a result of foreclosure or deed in lieu of foreclosure of a first lien mortgage, the acquirer of title, its successors and assigns shall not be liable for the share of Common Expenses or other charges by the Association pertaining to the Lot or chargeable to the former Owner which accrued prior to acquisition of title. The unpaid share of the shares shall be a Common Expense collectible from all Owners including the acquirer of the Lot by foreclosure.

Section 15. Declarant's Assessment Obligations. The Declarant and any transferee of the Declarant which acquires Lot(s) for the purpose of constructing and selling houses shall not be liable for any charges or Assessments levied by the Association against Lots owned by the Declarant or such transferee.

Section 16. Owners' Negligence. Each Owner shall be obligated to reimburse the Association for any expenses incurred by it in repairing or replacing any part or parts of the Community Facilities damaged by such Owner's act, omission or negligence or by the act, omission or negligence of its tenants, agents or guests promptly upon receipt of the Association's statement therefor.

Section 17. Surplus Funds. Any Common Surplus of the Association remaining after payment of or provision for Common Expenses and any payment of reserves may be used by the Association as determined by the Board of Directors and, to the extent not used, may be credited to the Owners to reduce their future Assessments.

Section 18. Transfer of Lot. An Owner may transfer all of his ownership in the Lot (which must include his membership in the Association) at any time to any other person, and it shall not be necessary to secure the prior consent of the Association, Board of Directors or any other Owner.

Section 19. Mandatory Disclosure to Lot Purchaser.

(a) An Owner who sells his Lot shall provide his purchaser, at the Owner's expense, a current copy of this Declaration, the By-Laws, all rules and regulations promulgated by the Association, any amendments to the foregoing and any other covenants, conditions or restrictions and related documents (the "Applicable Documents") which may apply to the Lot. Within fifteen (15) business days of receiving a request for copies of the Applicable Documents from the Owner, the Association shall furnish to the Owner copies of the Applicable Documents to provide to the purchaser. Within thirty (30) business days after the execution of an agreement for the sale of the Lot by the Owner, the Owner shall submit to the Association a certificate signed by the purchaser which certifies that the purchaser has received copies of the Applicable Documents.

(b) Upon the sale of a Lot, the selling Owner shall furnish to the purchaser a certificate issued by the Association, no later than forty-eight (48) hours prior to the transfer of ownership, containing the following information:

(i) A statement of the current Assessments and Limited Charges payable and any past due Assessments and Limited Charges due and payable from the selling Owner;

(ii) A statement of any other fees payable by the selling Owner;

(iii) A statement of any special Assessments for capital expenditures currently proposed or adopted by the Association for the current and next two succeeding fiscal years, if these have been determined;

(iv) A Statement of the amount of any reserves for capital expenditures and of any portions of those reserves designated by the Association for any specified project;

(v) A copy of the most recent regularly prepared balance sheet and income and expense statement, if any, of the Association; and

(vi) A copy of the current operating budget of the Association.

The Association shall fully cooperate in the preparation of this information certificate to a selling Owner within fifteen (15) days after it is requested in writing by the Owner. An Owner providing this certificate to a purchaser is not liable to the purchaser for any erroneous information provided by the Association and included in the certificate. A purchaser shall not be liable for any unpaid Assessments greater than those set forth in the

certificate. The Association shall have the power to assess the reasonable cost of the preparation of the certificate to the selling Owner and require payment thereof prior to the delivery of the certificate to the selling Owner.

Section 20. Use Restrictions. The following restrictions shall apply to each Lot in the Community, which restrictions may not be amended or revoked without Declarant's consent until such time as Declarant conveys the last Lot in the Community owned by Declarant:

(a) Residential Purposes. The Lots shall be used for residential purposes only; provided, however, that Declarant and any successor or assign holding title to a Lot for the purposes of home building shall have the right to maintain construction or sales offices, signs, specialty fencing, specialty lighting and other displays and to otherwise use any Lot for the purposes of construction and sales of Lots in the Community, for so long as Declarant or its successor or assign holds title to the Lot.

(b) No Nuisances. No noxious or offensive activity shall be carried on upon a Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the other Owners. No trash, garbage, metal, scrap or other waste may be placed or stored upon a Lot, except in approved sanitary containers which may be placed outside only on scheduled collection days.

(c) No Trailers, Clotheslines, etc. No trailer, boat, camper, commercial vehicle, unlicensed vehicle or clothesline or any apparatus designed for the purpose of drying clothing may be placed, constructed or stored on a Lot at any time, either temporarily or permanently.

(d) No Livestock and Poultry. No livestock, including, without limitation, horses, poultry or reptiles of any kind shall be kept or bred on any Lot.

(e) No Signs. No signs of any kind shall be displayed to the public view on any Lot or inside the dwelling including, but not limited to, real estate "For Sale" or "For Rent" signs. Notwithstanding the foregoing or any other terms of this Declaration, the restriction against "For Sale" and "For Rent" signs shall terminate upon the conveyance of the last Lot owned by Declarant in the Community.

(f) Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved in Section 6. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may obstruct, redirect or retard the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

(g) Fences, Pools, Tennis Courts, Storage Buildings, Additions. No Owner shall erect or permit to be erected on any Lot any fence, in-ground pool, tennis court or other outdoor game court, storage shed or other exterior building, addition or improvement, without the prior written consent and design approval of Declarant until such time as Declarant no longer owns a Lot in the Community. Under no circumstances may any fences, hedges or mass plantings of any type be erected or planted in front of the front wall line of the dwelling; nor may any above-ground pools be erected or maintained at any time. Each Owner shall act to insure that the Property and each Lot remain open to light and air. As an example, no stockade fence or similar fence that blocks one's view or any other structure that will in any way prohibit free view of the Property will be permitted. The grading of any Lot shall not be changed in any manner that will cause an adverse effect on any adjacent Lots.

(h) Sight Distances at Intersections. No wall or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadway shall be placed on any corner Lot within the triangular area formed by the street property lines and a line connecting them at a point twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. No tree shall be permitted to remain within the distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of the sight lines. In the event any applicable law, ordinance or regulation imposes a more restrictive requirement for maintaining site distances at intersections, then the more restrictive requirement shall govern.

(i) No Television and Radio Towers, Dishes or Antenna. Except as hereafter provided, no radio, television or other tower, pole, dish, antenna or similar structure shall be erected on any part of any Lot or dwelling, including but not limited to radio or television mast antennas. A satellite dish not greater than two feet (2') in diameter may be installed on the Lot provided that no part of the satellite dish is visible from the street on which the house fronts.

(j) Buildable Area. Improvements which may be constructed on each Lot are required to be located within a net buildable area on each Lot. The net buildable area for each Lot is set forth on an individual performance subdivision plot plan submitted to, and approved by, the Township of Union. The number of square feet of net buildable area for each Lot is set forth in the Subdivision Plans. The specific location of the net buildable area of each Lot is set forth in the individual performance subdivision plot plan which is approved by the Township of Union in connection with the issuance of a building permit for such Lot. The use of the area of each Lot which is outside the net buildable area is restricted to a conservation area, and subject to the following:

(i) There shall be no structures, decks, patios, pools, or other structural features within the conservation area;

(ii) Any tree removal within the conservation area shall be in strict accordance Township of Union requirements; and

(iii) The delineation of the conservation area shall be recorded on a plot plan for each Lot to be recorded with the Deed for each Lot, upon a sale by Declarant, provided, however, that landscaping walls, fences, grading and landscaping may be located in the conservation area, subject to the compliance by Owner with the other provisions of this Section 20.

Section 21. Compliance and Default.

(a) The Board of Directors shall have the power to adopt, amend and enforce compliance with any reasonable rules and regulations relative to the operation use and occupancy of the Lots and the Community Facilities consistent with the provisions of this Declaration. Any rules and regulations adopted or amended by a resolution duly approved by the Board of Directors in accordance with the By-Laws shall be binding upon all Owners and occupants of Lots.

(b) Failure of an Owner to comply with any provision of this Declaration or the By-Laws or any rules and regulations adopted pursuant thereto shall entitle the Association or any aggrieved Owner to the remedies provided in this Declaration and also to the following relief, none of which shall be exclusive of any other remedies:

(i) Suits: Failure to comply with the terms of this Declaration, the By-Laws and any rules and regulations adopted pursuant thereto, as they may be amended from time to time, shall entitle the Association or any aggrieved Owner to sue for the recovery of damages or for injunctive relief or both. The relief shall not be exclusive of other remedies provided by law.

(ii) Costs and Fees: In any proceeding arising because of an alleged failure of an Owner to comply with the terms of this Declaration, the By-Laws and any rules and regulations adopted pursuant thereto the prevailing party shall be entitled to recover the costs of the proceeding and reasonable attorneys', expert witness and other fees; provided, however, that no costs or witness and other fees; provided, however, that no costs or attorneys' fees may be recovered against the Board of Directors in any action unless the court shall first expressly find that the Board of Directors acted in bad faith.

(iii) No Waiver of Rights: The failure of the Declarant, or this Board of Directors, or any Owner to enforce any covenant, restriction or other provision of this Declaration, the By-Laws or any rules and regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

Section 22. Complaint and Hearing Procedure; Actions by Owners.

No Owner or occupant shall have the right to object, challenge or commence any suit at law or in equity or take any other action under any act, power or authority now in force or hereafter to be enacted except after following procedures established by the Board of Directors by rule or regulation consistent with the provisions of the By-Laws.

Section 23. Amendments.

(a) Subject to the other provisions of this Declaration relative to amendment, this Declaration may be amended in the following manner:

(i) Before Any Conveyances: Prior to the transfer of any Lot by the Declarant to an ultimate Owner, the Declarant may amend this Declaration in any legal fashion which the Declarant may deem appropriate. After the first transfer of title, the terms of the following Subsection shall apply.

(ii) By Resolution: An amendment may be proposed by either the Board of Directors or by at least twenty percent (20%) of either class of Members. No proposed amendment shall be effective unless it has been adopted by the affirmative vote or written agreement of at least fifty-one percent (51%) of the Members. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting of the Association at which a proposed amendment is to be considered, and shall be served upon all Owners in the manner hereinafter provided for service of notices.

(b) No amendment of this Declaration shall make any change which would in any way affect any of the rights, privileges, powers or options of the Declarant unless the Declarant shall join in the execution of the amendment. As long as the Declarant owns any portion of the Property, the Declarant may amend this Declaration or the By-Laws in any manner which the Declarant believes either is necessary or desirable for the development, marketing, administration or operation of the Property and will not materially adversely affect these Owners.

(c) A copy of each amendment shall be attached to or included with a certificate, certifying that the amendment was duly adopted, which certificate shall be executed and acknowledged by the officers of the Association with the formalities of a deed.

The amendment of the Declaration shall be effective when the certificate and copy of the amendment are recorded.

(d) If any amendment of this Declaration or the By-Laws is necessary in the judgment of the Board of Directors to change, correct or supplement anything appearing or failing to appear therein which is incorrect, defective or inconsistent with anything in either this Declaration or the By-Laws, or if an amendment is necessary to conform to the requirements of FNMA, FHLMC, HUD or VA or other institutional purchasers, guarantors or insurers of first mortgage liens with respect to the Community or to the requirements of the municipality in which the Property is located, the Board of Directors may at any time and from time to time effect an appropriate corrective amendment without the approval of the Owners upon receipt by the Board of Directors of an opinion from independent counsel to the effect that the proposed amendment is permitted by the terms of this sentence.

Section 24. Duration.

The covenants and restrictions of this Declaration shall run with and bind the land, for a term not to exceed twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless terminated, at least six (6) months before the commencement of any extension, by a vote of not less than seventy-five percent (75%) of the Members, evidence of which shall be recorded.

Section 25. By Unanimous Agreement.

This Declaration may be terminated at any time by the unanimous agreement, in writing, in the form of a Deed of Revocation, executed by all of the Owners and all holders of mortgages or judgment or other liens affecting the Lots. This deed of revocation shall become effective upon being recorded.

Section 26. Notice.

All notices required to be served upon Owners pursuant to this Declaration or the By-Laws shall be sufficient if delivered to the Lot or mailed to the Owner at the Lot mailing address by regular mail and if delivered or mailed to the Declarant, at the business office of the Declarant. The effective date of a notice shall be the date of delivery to the Lot or the Declarant's business office in the case of actual delivery and a date five (5) days after deposit in the mail in the case of notice sent by mail.

Section 27. Severability. If any provisions of this Declaration are determined to be invalid, that determination shall not affect the validity or effect of the remaining provisions hereof, the By-Laws or any rules and regulations, all of which shall continue in effect as if the invalid provisions had not been included herein.

Section 28. Headings.

The headings herein are for reference purposes only and shall not affect the meaning or interpretation of this Declaration.

Section 29. Effective Date.

This Declaration shall become effective when it has been duly entered of record.

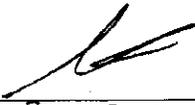
Section 30. Binding.

This Declaration shall inure to the benefit of and shall be binding on the Declarant's successors or assigns.

IN WITNESS WHEREOF, the Declarant has set its hand and seal the day and year first written above.

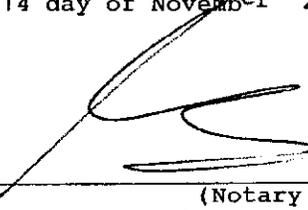
ATTEST:

HAMLET AT HIDDEN
MEADOWS, LLC

By: 
Name: Sam S. Matthews
Title: Attorney at law
State of NJ

By: 
Name: JONATHON CANTOR
Title: MANAGING MEMBER

Sworn and Subscribed to before me this 14 day of November 2006



(Notary Public)
Sam S. Matthews
An Attorney of Law of New Jersey

BY-LAWS OF HAMLET AT HIDDEN MEADOW HOMEOWNERS ASSOCIATION

ARTICLE I – NATURE OF BY-LAWS

Section 1. Purpose – The Association is or will become the owner of certain open space as shown on Schedule A of the Deed for Hamlet at Hidden Meadow, L.L.C.. These By-laws are intended to govern the administration of the Association, a non-profit membership company organized under the Revised Statutes of New Jersey, together with the administration, utilization and maintenance of the drainage and detention facilities, and the sight and conservation easements within the development.

Section 2. Fiscal Year – The fiscal year of the Association shall be from January 1st through December 31st of each year.

Section 3. Principal Office – Initially the office of the Association is located at in care of Walter N. Wilson, Esq., 67 Beaver Avenue, Annandale, New Jersey 08801.

Section 4. Definitions –

- a. “Property owners” shall mean the record owner of any lot within the premises described in Schedule A of the Deed either presently or in the future. A property owner may be one or more of the persons, one or more corporations, or any other entity which by the laws of the State of New Jersey may hold title to real estate.
- b. “Association” shall mean Hamlet at Hidden Meadow Homeowners Association, L.L.C..
- c. “Board” shall mean the Board of Trustees of the Association.
- d. “Sponsor” and “Developer” may be used interchangeably and shall mean the person, corporation or entity which develops the road and drainage/detention infrastructure at the Hamlet at Hidden Meadow subdivision.
- e. “Common expenses” shall mean the amount necessary to maintain land owned by the Association.
- f. The “Deed” is the Declarations of Covenants and Restrictions executed by Hamlet at Hidden Meadow, L.L.C.
- g. “Lot” shall mean any lot within the premises described in Schedule A of the Deed.
- h. “Builder” shall mean the person, corporation, or entity which purchases the single family lot from the Developer and builds the dwelling on the lot and sells to the “owner” a new home.

ARTICLE II – MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every property owner shall be a member of the Association, subject to the provisions of these By-laws and any rules and regulations promulgated by the Board. Where two or more persons are the joint owners of real property in Hamlet at Hidden Meadow, only one shall become a member. Membership in the Association shall terminate when any property owner shall cease to be the record owner of a lot. A member shall have no vested right, interest or knowledge of, in, or to the assets, functions, affairs, or franchises of the corporation or any rights, interest or privilege which may be transferable or inheritable or which shall continue after his membership ceases or while he is not in good standing.

Section 2. Voting Rights. When the Hamlet at Hidden Meadow is fully built, it is anticipated that there shall be 7 votes in the Association, each of equal weight, with one vote allocated to each lot in development. At any time, the number of votes shall be equal to the number of lots which have received final approval from the Union Township Planning Board.

Members, including the Developer, hereinafter shall be referred to as "owners" or "homeowners". Only owners or their proxies shall be entitled to vote.

Section 3. Suspension of Rights. The membership rights of any homeowner may be suspended by action of the board during the period when such homeowner's common expense assessments remain unpaid; but upon payment of such assessment, his rights and privileges shall be automatically restored. If the Board has adopted and published rules and regulations governing the use of the lands of the Association, and the personal conduct of any persons thereon, the Board may, in its discretion, suspend the rights of any person for violation of any such rules and regulations for a person not to exceed thirty (30) days.

Section 4. Upon the sale by Developer of the last remaining lot, the membership of the Developer in the Association shall terminate and thereafter the Developer shall have no rights in the Association.

Section 5. 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 chairperson chosen by a majority of the vote of the homeowners 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.

Section 6. Voting. Except as otherwise required by the Articles of Incorporation, the Deed or any law, a quorum being present, a majority of the votes in person or by proxy shall be sufficient on those matters which are to be voted on by the owners. All proxies shall be in writing, signed by all individual homeowners or by his or their duly authorized representative(s) and delivered to the Secretary of the meeting; but 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. The election of Trustees shall be by ballot. Unless demanded by a homeowner in person or by proxy at such meeting and entitled to vote thereat or determined by the chairperson of the meeting to be advisable, the vote on any other question need not be by ballot.

Section 7. Judges. If at any meeting of the Association a vote by ballot shall be taken on any question, the chairperson of such meeting shall appoint two judges to act thereat with respect to such vote. Each judge so appointed shall first subscribe an oath faithfully to execute the duties of a judge at such meeting with strict impartiality and according to the best of his ability. Such judges shall decide upon the qualification of voters and shall report the number of votes represented at the meeting and entitled to vote on such question, shall ascertain and report the number of votes respectively for an against the question. Reports of judges shall be in writing and subscribed and delivered by them to the Secretary of the meeting. The judges need not be members of the Association or any other question in which he may be directly interested.

Section 8. Order of Business. The order of business at the annual meeting of the Association or at any meetings as far 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. Appointment of judges of election, if appropriate;
- g. Election of Trustee, if appropriate;
- h. Old business;
- i. New business; and
- j. Adjournment.

ARTICLE III – MEETINGS OF OWNERS

Section 1. Place and Dates of Meeting. All meetings of the owners of the Association shall be held at such suitable place convenient to the members as may be designated by the board. The owners of the Association shall meet at least annually during the month of January of each year. The first annual meeting shall be held on the second day of January following the delivery and recording of a deed conveying the 7th lot in Hamlet at Hidden Meadow from the Builder to a homeowner. All meetings shall take place in the Township of Union, County of Hunterdon, State of New Jersey.

Section 2. Special Meetings. A special meeting shall be held as provided in Article IV, Section 3, 4, and 5 of these By-laws. In addition, special meetings of homeowners 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%) 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 homeowners representing at least fifty (50%) percent of all votes entitled to be cast request such 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 Association held during the preceding twelve (12) months.

Section 3. Notice of Meeting. Except as otherwise provided by law, notice of each meeting of the Association, whether annual or special, shall be given by the President not less than ten (10) days, nor more than ninety (90) days before the day on which the meeting is to be held, to the representative of each homeowner at his last known address, by delivering a written or printed notice thereof to him personally, or by mailing such notice, postage prepaid. Except where expressly required by law, no publication of any notice of a meeting of homeowners shall be required. 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 homeowners shall not be required to have been sent to any homeowners who shall attend such meeting in person or by proxy. Notice of any adjourned meeting of the homeowners shall not be required to be given except when expressly required by law.

Section 4. Quorum and Adjournment of Meetings. At each meeting, homeowners holding twenty-five (25%) percent of the 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 homeowner holding votes present in person and entitled to vote, by a majority vote, may adjourn the meeting from time to time, until a quorum shall be present or represented. At any such adjourned meeting at which a quorum may be presented any business may be transacted which might have been transacted at the meeting originally called.

ARTICLE IV -- BOARD OF TRUSTEES

Section 1. Express or Implied Powers and Duties; Delegation thereof. The property, affairs and business of the Association shall be managed by the Board of Trustees which shall have all those powers granted to it by the Certificate of Incorporation, these By-laws and by law. All of these aforesaid powers and duties are hereby irrevocably delegated to the board of Trustees the Association except as may otherwise be expressly provided to the contrary.

Section 2. Number of Qualifications. Unit the first annual meeting of the members of the Association, the Board shall consist of one (1) person designated by the Developer, none of whom need be homeowners. Thereafter, the composition of the Board shall be as provided in Sections 3, 4, and 5 of this Article. Trustees elected by homeowners shall be homeowners in Hamlet at Hidden Meadow. In the case of partnership, or in the case of corporate homeowners (including the Developer) they shall be officers, stockholders, employees or agents of such corporation; or in the case of fiduciaries, provided that at least one (1) of the Trustees of the Board shall be a resident of the State of New Jersey.

Section 3. Election and Term of Office. The first annual meeting of the Association shall be held on the second day of January following the delivery and recording of a deed conveying title to the fourth (4th) lot in Hamlet at Hidden Meadow by the developer to a purchaser. At this meeting one (1) sponsor-appointed member shall resign and one member of the Board of Trustees shall be elected by the majority vote of the homeowners other than the sponsor. The Association shall also meet specially within sixty (60) days of the closing of title of the 7th lot in the development. At this meeting, one of the sponsor's designed Trustees shall resign, and the homeowners shall elect, by a majority vote of the homeowners other than the developer, a replacement whose term shall expire at the next annual meeting of the Association. The Board of Trustees may designate a replacement as provided in Section 7 of this Article. This seat shall be filled by a member elected by a majority vote by the homeowners at the next scheduled annual meeting the Association

Section 4. Each Trustee elected by the member-owner at the annual meeting shall serve for a term of twenty-four (24) months.

Section 5. Vacancies in Board. When a vacancy in the membership of the Board shall occur, the remaining members of the Board shall have the power by a majority vote to select a member of the Association to serve the unexpired term of the vacancy.

Section 6. Regular Meetings. Regular meetings of the Board of Trustees shall be held in Hunterdon County, New Jersey, at such times and places as shall be determined from time to time by a majority of the Trustees. At least one (1) such meeting shall be held during the month of December of each fiscal year. notice of the regular meetings of the board of Trustees shall be given by the President to each Trustee, personally or by mail, telephone, or telegraph, at least three (3) days prior to the day named for such meeting.

Section 7. Special Meetings. Special meetings of the Board of Trustees may be called by the president or any two (2) members of the Board of Trustees on seven (7) days notice to each Trustee, given personally or by mail, telephone, or telegraph, which notice shall state the

time, place, and purpose of the meeting. Actions of the Board at a special meeting shall be limited to those purposes for which a meeting is called.

Section 8. Waiver of Notice. Before or at any meeting of the Board of Trustees, any Trustee may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a trustee at any meeting of the Board shall constitute a waiver of notice by him.

ARTICLE V -- OFFICERS

Section 1. Designation; Compensation. The principal officers of the Association shall be a President, a Secretary and a Treasurer, all of whom shall be elected by and from the Board of Trustees. The Trustees may elect an Assistant Treasurer and Assistant Secretary, and such other officers as in their judgment may be necessary. Such additional officers need not be Board members. One (1) person may hold more than one (1) office. No compensation shall be paid to any officer for action as an officer.

Section 2. Election of Officers. The officers of the Association shall be elected annually by the Board of Trustees at its December regular meeting and shall hold office at the pleasure of the Board. The Board may, at any meeting, elect replacements for officers who leave the Board.

Section 3. Removal of Officers. Upon an affirmative vote of a majority of the members of the Board of Trustees, any officer may be removed, either with or without cause, and his successor elected at any regular or special meeting of the Board call for such purpose.

Section 4. President. The president shall be the chief executive officer of the Association. He shall preside at all meetings of the Association members and of the Board of Trustees. He shall have all the general powers and duties which are vested in the office of President of an Association, including, but not limited to, the power to appoint committees from among the members from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association.

Section 5. Secretary. The Secretary shall keep the minutes of all meetings of the Board of Trustees and the minutes of all meetings of the Association members. He shall have charge of such books and papers as the Board of Trustees may direct, and he shall, in general, perform all duties incident to the office of the Secretary.

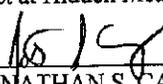
Section 6. Treasurer. The Treasurer shall have responsibility for Association funds and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. They shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Trustees. The treasurer shall be, and hereby is, authorized to pay any and all routine bills of the Association up to Two Hundred Fifty Dollars (\$250.00), and emergency items upon to One Thousand Dollars (\$1,000.00) without prior Board approval. The Treasurer shall provide the Board of Trustees with reports quarterly with respect to all expenditures and receipts.

IN WITNESS WHEREOF, the above party has hereunto set his hand and seal as of this

14 day of ~~May~~, 2005. *November, 2006* *SSM JC*

WITNESS:


SAM S. MATTHEWS

Hamlet at Hidden Meadow, L.L.C.
by: 

JONATHAN S. CANTOR
Manager

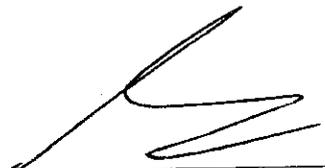
STATE OF NEW JERSEY:

SS:

COUNTY OF BERGEN : *November* *SSM JC*

I CERTIFY that on ~~May 14~~, 2006, JONATHAN S. CANTOR, personally came before me and this person acknowledged under oath, to my satisfaction, that:

- (a) was the maker of the attached instrument; and,
- (b) executed this instrument as his or her own act.



SAM S. MATTHEWS, ESQ.
An Attorney At Law of New Jersey

Record and Return:

Sam S. Matthews, Esq.
185 Cedar Lane, Unit U-6
Teaneck, New Jersey 07666

MUST SUBMIT IN DUPLICATE
RTF-1 (Rev. 8/11/08)

STATE OF NEW JERSEY
AFFIDAVIT OF CONSIDERATION FOR USE BY SELLER

(Chapter 49, P.L. 1968, as amended through Chapter 33, P.L. 2006) (N.J.S.A. 46:15-5 et seq.)

BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM.

STATE OF NEW JERSEY

COUNTY

OF UNION

}SS. County Municipal Code
1025

MUNICIPALITY OF PROPERTY LOCATION HUNTERDON

FOR RECORDER'S USE ONLY

Consideration \$ _____
RTF paid by seller \$ _____
Date _____ By _____

*Use symbol "C" to indicate that fee is exclusively for county use.

(1) PARTY OR LEGAL REPRESENTATIVE (See Instructions # 3 and #4 on reverse side)

Deponent, Dennis Liloia (Name) being duly sworn according to law upon his/her oath, deposes and says that he/she is the Officer of ABL Title Ins. Agency, LLC in a deed dated November 14, 2006 transferring (Grantor, Legal Representative, Corporate Officer, Officer of Title Co., Lending Institution, etc.) real property identified as Block number 28 Lot number 19 located at Hidden Meadow Lane, Union Township and annexed thereto. (Street Address, Town)

(2) CONSIDERATION \$ 1.00 (See Instructions #1 and #5 on reverse side)

(3) Property transferred is Class 4A 4B 4C. (circle one) If Class 4A, calculation in Section 3A is required.

(3A) REQUIRED CALCULATION OF EQUALIZED ASSESSED VALUATION FOR ALL CLASS 4A COMMERCIAL PROPERTY TRANSACTIONS: (See Instructions #5A and 7 on reverse side)
Total Assessed Valuation + Director's Ratio = Equalized Valuation

\$ _____ + _____ % = \$ _____

If Director's Ratio is less than 100%, the equalized valuation will be an amount greater than the assessed value. If Director's Ratio is equal to or in excess of 100%, the assessed value will be equal to the equalized value.

(4) FULL EXEMPTION FROM FEE (See Instruction #8 on reverse side)

Deponent states that this deed transaction is fully exempt from the Realty Transfer Fee imposed by C. 49, P.L. 1968, as amended through C. 66, P.L. 2004, for the following reason(s). Mere reference to exemption symbol is insufficient. Explain in detail.
For consideration of less than \$100.00.

(5) PARTIAL EXEMPTION FROM FEE (See Instruction #9 on reverse side)

NOTE: All boxes below apply to grantor(s) only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will void claim for partial exemption. Deponent claims that this deed transaction is exempt from State portions of the Basic Fee, Supplemental Fee, and General Purpose Fee, as applicable, imposed by C. 176, P.L. 1975, C. 113, P.L. 2004 and C. 66, P.L. 2004 for the following reason(s):

- A. SENIOR CITIZEN Grantor(s) 62 years of age or over. * (See Instruction #9 on reverse side for A or B)
- B. { BLIND PERSON Grantor(s) legally blind or; *
- DISABLED PERSON Grantor(s) permanently and totally disabled Receiving disability payments Not gainfully employed*

Senior citizens, blind or disabled persons must also meet all of the following criteria.

- Owned and occupied by grantor(s) at time of sale.
- Resident of the State of New Jersey.
- One or two-family residential premises.
- Owners as joint tenants must all qualify.

*IN THE CASE OF HUSBAND AND WIFE, ONLY ONE GRANTOR NEEDS TO QUALIFY IF OWNED AS TENANTS BY THE ENTIRETY.

C. LOW AND MODERATE INCOME HOUSING (See Instruction #9 on reverse side)

- Affordable according to H.U.D. standards.
- Reserved for occupancy.
- Meets income requirements of region.
- Subject to resale controls.

(6) NEW CONSTRUCTION (See Instructions #2, #10 and # 12 on reverse side)

- Entirely new improvement.
- Not previously occupied.
- Not previously used for any purpose.
- "NEW CONSTRUCTION" printed clearly at the top of the first page of the deed.

(7) Deponent makes this Affidavit to induce county clerk or register of deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of Chapter 49, P.L. 1968, as amended through Chapter 33, P.L. 2006.

Subscribed and sworn to before me this 14 day of November, 2006

Dennis Liloia
Signature of Deponent
505 Morris Avenue, Springfield, N.J.
Deponent Address

Hamlet at Hidden Meadow, L.L.C.
Grantor Name
140 Sylvan Avenue, Engelwood, NJ
Grantor Address at Time of Sale

Name/Company of Settlement Officer

Joseph Cenicola
JOSEPH CENICOLA
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES NOV. 21, 2010

FOR OFFICIAL USE ONLY
Instrument Number _____ County _____
Deed Number _____ Book _____ Page _____
Deed Dated _____ Date Recorded _____

County Recording Officers shall forward one copy of each Affidavit of Consideration for Use by Seller when Section 3A is completed.

STATE OF NEW JERSEY - DIVISION OF TAXATION
PO BOX 251
TRENTON, NJ 08695-0251
ATTENTION: REALTY TRANSFER FEE UNIT

The Director of the Division of Taxation in the Department of the Treasury has prescribed this form as required by law, and may not be altered or amended without prior approval of the Director. For information on the Realty Transfer Fee or to print a copy of this Affidavit, visit the Division of Taxation website at: www.state.nj.us/treasury/taxation/lpt/localtax.htm.



State of New Jersey
SELLER'S RESIDENCY CERTIFICATION/EXEMPTION
 (C.55, P.L. 2004)

GIT/REP-3
 (3-06)

20061129000100770 32/32
 11/29/2006 02:26:31 PM DO
 Recording Fee: \$410.00
 Tax Fee: \$.00
 Consideration: \$.00
 Buyers Fee: \$.00
 LB11

(Please Print or Type)

SELLER(S) INFORMATION (See Instructions, Page 2)

Name(s)

Hamlet at Hidden Meadow, L.L.C.

Current Resident Address:

Street: 140 Sylvan Avenue

City, Town, Post Office

State

Zip Code

Englewood

NJ

07632

PROPERTY INFORMATION (Brief Property Description)

Block(s)

Lot(s)

Qualifier

28

19

Street Address:

Hidden Meadow Lane

City, Town, Post Office

State

Zip Code

Union

NJ

08860

Seller's Percentage of Ownership

Consideration

Closing Date

SELLER ASSURANCES (Check the Appropriate Box) (Boxes 2 through 8 apply to NON-residents)

1. I am a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to N.J.S.A. 54A:1-1 et seq. and will file a resident gross income tax return and pay any applicable taxes on any gain or income from the disposition of this property.
2. The real property being sold or transferred is used exclusively as my principal residence within the meaning of section 121 of the federal Internal Revenue Code of 1986, 26 U.S.C. s. 121.
3. I am a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
4. Seller, transferor or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
5. Seller is not an individual, estate or trust and as such not required to make an estimated payment pursuant to N.J.S.A.54A:1-1 et seq.
6. The total consideration for the property is \$1,000 or less and as such, the seller is not required to make an estimated payment pursuant to N.J.S.A. 54A:5-1-1 et seq.
7. The gain from the sale will not be recognized for Federal income tax purposes under I.R.C. Section 721, 1031, 1033 or is a cemetery plot. (CIRCLE THE APPLICABLE SECTION). If such section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey income tax return for the year of the sale.
8. Transfer by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this state.

SELLER(S) DECLARATION

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein could be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete.

November 14, 2006

Date

Signature

(Seller) Please indicate if Power of Attorney or Attorney in Fact

Date

Signature

(Seller) Please indicate if Power of Attorney or Attorney in Fact