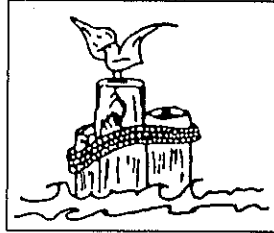


Sweetwater Haven Association, Inc.

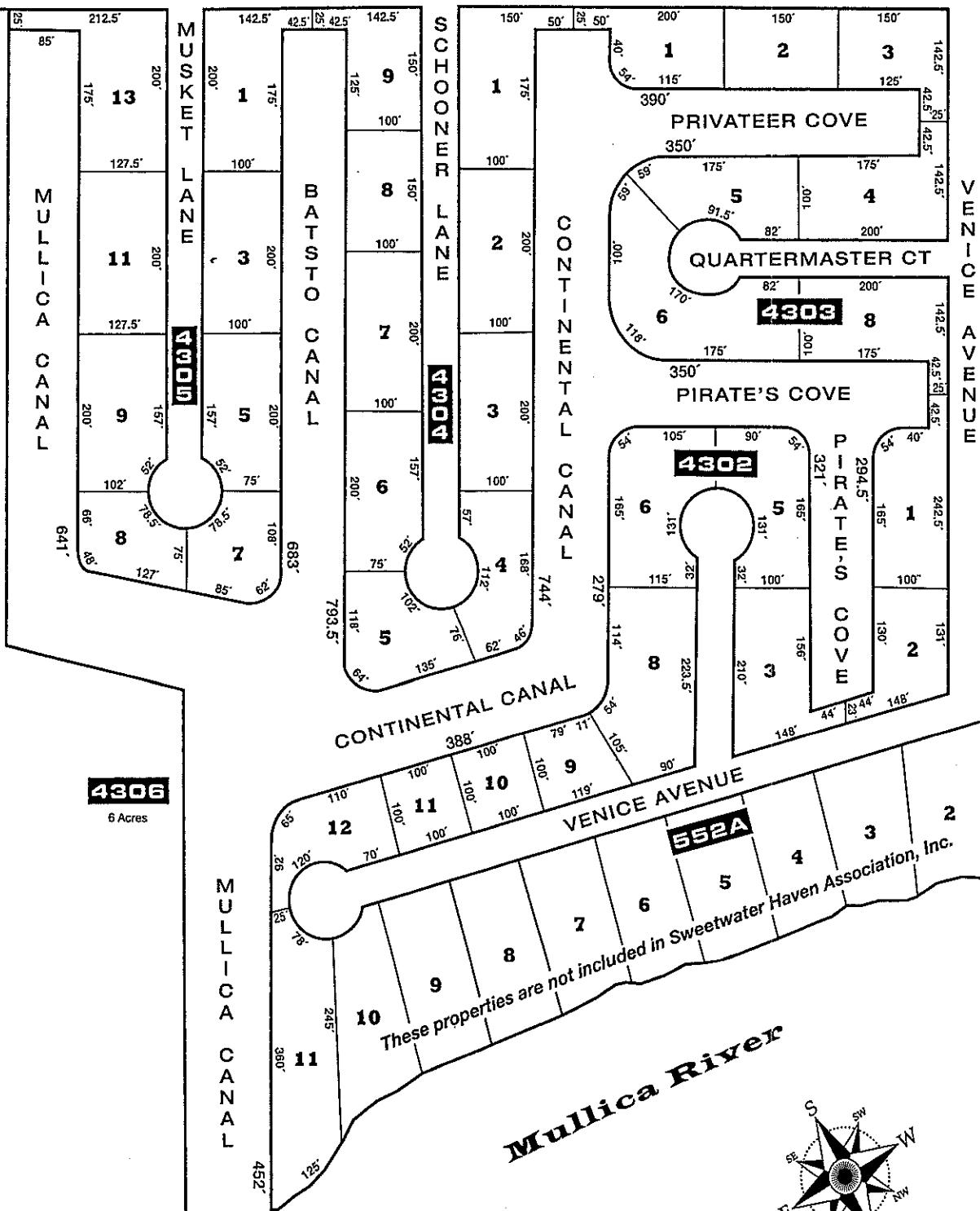


BY-LAWS

AND

**COVENANTS,
CONDITIONS AND RESTRICTIONS**

NEW HAMPSHIRE AVENUE



Sweetwater Haven

All dimensions are approximate and are rounded off.
This is not a scaled drawing and should only be used as a reference.

Sweetwater Haven Association, Inc.

THIS BOOKLET CONTAINS THE

BY-LAWS

AND

COVENANTS, CONDITIONS AND RESTRICTIONS

With Amendments To Both As Dated

This booklet is divided into two sections—

By-Laws: 12 pages plus Amendment / Covenants: 5 pages plus Amendment.

THIS BOOKLET BELONGS TO:

Sweetwater Haven Association, Inc.

BY-LAWS

ARTICLE I

APPLICABILITY, MEMBERS, MEMBERSHIP AND DEFINITIONS

SECTION I APPLICABILITY OF BY-LAWS

These By-Laws shall be applicable to Sweetwater Haven Association, Inc., a Corporation of the State of New Jersey, hereinafter referred to as the "Association," and to all of the members, thereof, as hereafter defined.

SECTION II APPLICATION

All present and future owners, mortgagees, tenants, lessees, occupants, their guests, employees, servants, licensees and agents who may use the rights and/or facilities of the Association are subject to and agree to abide by these By-Laws, and the rules and regulations of the Association and not violate any of the Restrictive and Protective Covenants dated May 23, 1979 and recorded May 25, 1979 in Book 3348 of Deeds at Page 237, Atlantic County Clerk's Office and the revision's thereof dated July 23, 1997 and recorded July 30, 1997 in Book 6163 of Deeds at Page 235 in the Atlantic County Clerk's Office which are applicable to all members of the Association.

SECTION III DEFINITIONS

The following definitions shall apply to these By-Laws, unless it is plainly evident from the context that other meanings are intended:

(a) "Sponsor" means Sweetwater Development Corporation, a Corporation of the State of New Jersey, the Seller of the various lots to the Association members, or their successors, designees or assigns.

(b) "Member" means the owner or co-owners of a lot, as shown on maps of Sweetwater Haven, Revision #1, Section #1, Block 552A, Lots 1 through 60, as identified on the revised tax map of Mullica Township, New Jersey as Block 4305, Lots 1 through 14, Block 4304, Lots 1 through 9, Block 4303, Lots 1 through 8, Block 4302, Lots 1 through 12, and Block 552-A, Lots 2 through 11, their heirs, successors, executors, administrators and assigns.

(c) "Common Elements" means and includes: (i) riparian rights; (ii) canals and waterways; (iii) in general, all right and rights in property existing for common use; and (iv) all other elements of common use or necessity for the existence, upkeep and safety of said riparian rights, canals and waterways. Common elements shall not include bulkheading which adjoins, abuts and is attached to real property of which a member is the recorded title holder. All such bulkheading, and the repair, replacement, upkeep and maintenance of same, shall be the sole responsibility of the respective member.

ARTICLE II

BOARD OF TRUSTEES

SECTION I NUMBER OF QUALIFICATION

The affairs of the Association shall be governed by a Board of Trustees consisting of three (3) persons. Until all the lots covered by Restrictive Covenants dated May 23, 1979 and recorded May 25, 1979 shall have been sold by the Sponsor, and shall have been paid for, and thereafter until their successors shall have been elected by the Association members, notwithstanding any other provisions hereof, the Board of Trustees shall consist of such of the officers or nominees of the Sponsor as shall have been designated by the said Sponsor. Thereafter, the Board of Trustees shall consist of (3) persons, each of whom shall be a member of the Association and one of whom, shall be a resident of the State of New Jersey.

SECTION II POWER AND DUTIES

The Board of Trustees shall have the powers and duties necessary for the administration of the affairs of the Association and the operation and maintenance of the Common Elements and may do all acts and things except as prohibited by law or by the Restrictive Covenants hereinbefore referred to, or which powers and duties by these By-Laws may not be delegated to the Board of Trustees. Such powers and duties of the Board of Trustees shall include, but shall not be limited to, the following:

(a) To provide for the operation, care, upkeep, maintenance and protection of the Common Elements, limited Common Elements, together with the right to use of all funds collected by the Association to effectuate the foregoing.

(b) Operation, care, upkeep, maintenance and protection of the Common Elements of the Association, together with the right to use of funds collected by the Association to effectuate the foregoing.

(c) Determination of the common expenses required for the responsibilities and duties of the Association including establishment of reasonable reserves for depreciation, retirements and renewals.

The Board of Trustees shall, prior to the beginning of each fiscal year, prepare a budget which shall determine the amount of the common charges payable by each member to meet the expenses of the Association, including the aforesaid reserves, and to make up for any deficit in the common expenses for any prior year. The Board of Trustees shall allocate and assess such charges to members according to and in the percentage of their respective interests as set forth in these By-Laws and the Restrictive and Protective Covenants prorated as may be required to include the members in the Association. All members shall be advised of the amount of the common charges payable by each of them and these charges shall be paid to the Association in annual installments on the first day of the fiscal year, in advance, at the office of the Association. A statement of the aforesaid yearly changes shall be mailed to each member at the commencement of each fiscal year.

(d) Collection of the common charges and assessments from the members, together with costs and expenses of collection thereof, including reasonable attorney's fees.

(e) Employment and dismissal of the personnel necessary for the maintenance and operation of the Association's common and limited Common Elements.

(f) Employment and dismissal of personnel and purchase of arrangement for such services, machinery, tools, supplies and the like as in the opinion of the Board of Trustees may from time to time be necessary for the proper operation and general business of the Association. The Board of Trustees may also employ a Manager for the Association, at such compensation as it may deem fit, to perform such duties as the Board of Trustees may so designate and may lawfully delegate.

(g) Adoption, amendment and enforcement by any legal means which the Board of Trustees may deem appropriate of reasonable rules and regulations covering the detail of the operation of the Association, which rules and regulations shall be binding on the owner and occupant of each lot.

(h) Opening of bank accounts and escrow accounts of the Association and designating the signatories required therefor.

(i) Employment of legal counsel, engineers and accountants and to fix their compensation whenever such services may be deemed necessary by the Board of Trustees.

(j) Maintenance of detailed books of account of the receipts and expenditures of the Association and the administration thereof in chronological order, with specification of the repair, renewal and maintenance costs of the common and limited Common Elements as well as other expenses. The aforesaid books and accounts shall be audited, when required by the Board of Trustees but not less than annually, by a public accountant and a statement reflecting the financial condition and transactions of the Association shall be furnished to each member on an annual basis. The books and the vouchers which shall be utilized in accrediting the entries therein shall be made available for examination by all members of the Association at convenient hours on working days that shall be established by the Board of Trustees and announced for general knowledge to the members.

(k) Maintenance of adequate fidelity bonds for the Association officers, agents and employees are handling Association funds and records, at such times, instances, and in such amounts as the Board of Trustees may deem necessary. The premiums for such coverage shall be paid by the Association and shall constitute a common expense.

(l) Payment of all taxes, assessments, utility charges and the like assessed against any property of the Association or assessed against any common or limited common element, exclusive of any taxes or assessments properly levied against any lot and/or its owner or owners.

(m) Purchasing or leasing or otherwise acquiring in the name of the Association, or its designee, corporate or otherwise, on behalf of all members, other lots offered for sale or lease or surrendered by the owners and/or members to the Board of Trustees or the Association, when so required in the discretion of the Board of Trustees. This provision shall be construed as permitting or sanctioning such lot surrender without the express consent of the Board of Trustees, in writing.

(n) Mortgaging, leasing, holding and purchasing lots in the name of the Association, or its designee, corporate or otherwise, on behalf of all members, when so required in the discretion of the Board of Trustees.

(o) Selling, leasing, mortgaging, casting of votes appurtenant to (other than for the election of the Board of Trustees), or otherwise dealing with lots leased by the Association through the Board of Trustees or its designee, corporate or otherwise, on behalf of all members.

(p) Adjust or increase the amount of any payment and to levy and collect in addition thereto, special assessments in such amounts and payable in such manner as the Board of Trustees may deem necessary to defray and meet increased operating costs, capital expenses or to resolve emergent situation; provided, however, that all such special assessments or increased payment assessments shall be levied against the lot owners and/or members, and the lots so owned, in the same proportions or percentages as provided in Section IV of Article XII hereof.

(q) When in the opinion of the Board of Trustees any of the Common Elements or limited Common Elements requires protection, renewal, maintenance or repair; or when the abatement of any nuisance is required; or in any emergent situation, the Board of Trustees shall, have the right to enter any lot or to cause the same to be entered for such purposes. Such entry shall, however, be done with as little inconvenience to the owners of such lots as is reasonably possible. By the acceptance of the deed conveying each lot to the owner, each owner expressly and irrevocably grants and confirms the rights of entry aforesaid.

(r) Lease or license the use of the Common Elements as may be determined by the Board of Trustees, in a manner consistent with the rights of the members.

(s) Acquire or enter into Agreements whereby the Association acquires leaseholds, memberships or other possessory or use interest in lands or facilities including lots, intended to provide for the enjoyment, recreation or other use or benefit of the lot owners/members. In such event, the within By-Laws may be amended in the manner of amendment elsewhere provided herein, to reflect and specifically authorize such action and upon such amendment and the filing thereof as elsewhere herein provided, the fees, costs and expenses of acquiring, maintaining, operating, repairing and replacing any such memberships, interests and facilities shall be common expenses.

SECTION III ELECTION AND TERM OF OFFICE

Subject to the provisions of Section 1 of this Article, at the first annual meeting of the members of the Association, one (1) Trustee shall be elected to serve for a term of three (3) years, and one (1) Trustee shall be elected to serve for a term of two (2) years, and one (1) Trustee shall be elected to serve for a term of one (1) year. At the expiration of the initial term of office of each respective member of the Board of Trustees, his successor shall be elected to serve for a term of three (3) years. The members of the Board of Trustees shall hold office until their respective successors shall have been elected.

SECTION IV REMOVAL OF MEMBERS OF THE BOARD OF TRUSTEES

Except as qualified by Section I of this Article, at any regular or special meeting of the Association, any one (1) or more Trustees may be removed with or without cause of a two thirds vote of the members of the Association present at a meeting called for that purpose and a successor may then or thereafter be elected by majority vote of the Association members present to fill the vacancy thus created. Any member of the Board of Trustees whose removal has been proposed shall be given an opportunity to be heard at the meeting.

SECTION V VACANCIES

Vacancies in the Board of Trustees caused by any reason other than the removal of a member thereof pursuant Section IV of this Article, shall be filled by a vote of the majority of the remaining Trustees at a special meeting of such Board of Trustees held for that purpose promptly after the occurrence of any such vacancy and such successor shall hold office until the next annual meeting of the Association. At such next annual meeting a successor to such Trustee shall be elected by a majority vote of the members of the Association present at such meeting and such newly elected Trustee shall serve for the unexpired term in respect to which such vacancy occurred.

SECTION VI ORGANIZATION MEETING

Regular meetings of the Board of Trustees shall be held at such time and place as shall be determined from time to time by a majority of the members of the Board of Trustees, but at least two (2) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board stating the date, time and place of such meeting shall be given each fiscal year. Notice of regular meetings of the Board stating the date, time and place of such meeting shall be given each Trustee by regular mail or telegram, at least five (5) days prior to the day named for such meeting.

SECTION VII SPECIAL MEETINGS

Special meetings of the Board of Trustees may be called by the President of the Association on three (3) days written notice to each Trustee, given in the same manner as provided in Section VI of this Article. Special meetings

of the Board of Trustees shall be called by the President or Secretary of the Association in like manner and on like notice on the written request of any two (2) Trustees.

SECTION VIII WAIVER OF NOTICE

Any member of the Board of Trustees may, at any time, waive notice of any meeting of the Board of Trustees, in writing, 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 of such notice. If all Trustees are present at any meeting, no notice shall be required and any business may be transacted at such meetings except as prohibited by law or these By-Laws.

SECTION IX QUORUM OF BOARD OF TRUSTEES

At all meetings of the Board of Trustees, a majority of the members thereof shall constitute a quorum for the transaction of business, and the votes of a majority of the members of the Board of Trustees present at a meeting at which a quorum is present shall constitute the decision of the Board of Trustees. If at any meeting of the Board of Trustees there shall be less than a quorum present, the Trustee present may adjourn the meeting from time to time. At any adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called, may be transacted without further notice.

SECTION X COMPENSATION

No member of the Board of Trustees shall receive any compensation for acting as such.

ARTICLE III PRINCIPAL OFFICE

SECTION I LOCATION

The principal offices of the Association shall be located at 5120 Quartermaster Court, Sweetwater, Mullica Township, Atlantic County, New Jersey, but said location may be changed by the Board of Trustees as permitted by law.

ARTICLE IV ASSOCIATION MEMBERS

SECTION I PLACE OF MEETING

All annual and special meetings of the Association shall be held at the principal office of the Association or at such other place or places as may be designated by the Board of Trustees. The place fixed for such meetings shall be designated in the notices of such meeting.

SECTION II TIME OF ANNUAL MEETING

The first annual meeting of the members of the Association shall take place on July 1, 1980. Subsequent annual meetings shall take place on the 1st day of July of each succeeding year.

SECTION III NOTICE OF MEETINGS

It shall be the duty of the Secretary of the Association to forward by regular mail, a notice of each annual or special meeting to each Association member, directed to said member's last known mailing address, at least ten (10) but not more than twenty (20) days prior to such meeting, stating the purpose thereof, as well as the time and place where such meeting is to be held. The mailing of a notice of meeting in the manner herein provided shall be considered service of notice.

SECTION IV QUORUM—ADJOURNMENT OF MEETINGS

If any meeting of the Association members cannot be held because a quorum has not attended in person or by proxy, a majority of the members present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called. No further notice to the members as to the date, time and place of the adjourned meeting shall be required. A majority of the members of the Association, in person or by proxy, shall constitute a quorum.

SECTION V SPECIAL MEETINGS

The President of the Association shall call a special meeting of the members of the Association if so directed by resolution of the Board of Trustees or upon a petition signed and presented to the Secretary by a majority of the Association members entitled to vote at such special meeting. No business shall be transacted at such meeting except as stated in the notice of such meeting forwarded to the Association members, unless by consent of two thirds ($\frac{2}{3}$) of the members present at such special meeting, either in person or by proxy.

SECTION VI VOTING

Each member in good standing and entitled to vote, or a person designated by such member to act as proxy on their behalf, shall be entitled to the number of votes assigned and entitled to his particular lot, provided, however, the splitting of lot votes is prohibited where a lot is owned jointly, only one (1) such owner shall be entitled to cast the total number of votes assigned to that unit. The designation of proxies shall be made in writing to the Secretary at least two (2) days prior to any meeting, and shall be revocable at any time by written notice to the Secretary by the owner or owners so designating.

SECTION VII GOOD STANDING

As used in these By-Laws, a member of the Association shall be deemed in "good standing" and shall, therefore, be entitled to vote as herein provided at the annual and special meetings of the Association, if said member shall have fully paid all assessments and charges as permitted by these By-Laws, levied against his lot and himself, at least five (5) days prior to the date established for such meetings. Provided further, that in the event any interest, costs, fees and the likes have been levied against said member and his lot, these interests, costs, fees and the like shall likewise be fully paid within the aforesaid time.

SECTION VIII ORDER OF BUSINESS

The order of business at all meetings of the Association shall be as follows:

- (a) Roll call.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading of minutes of preceding meeting.
- (d) Reports of Officers
- (e) Reports of Trustees
- (f) Reports of Committees
- (g) Election of inspectors of election (when so required)
- (h) Election of members of Board of Trustees (when so required).
- (i) Unfinished business.
- (j) New business.

ARTICLE V OFFICERS

SECTION I DESIGNATION

The principal officers of the Association shall be the President, the Vice President, the Secretary, and the Treasurer, all of whom shall be elected by the Board of Trustees. The Board of Trustees may from time to time appoint such other officers as they may deem necessary. The President of the Association shall also be a member of the Board of Trustees.

SECTION II ELECTION OF OFFICERS

The officers of the Association shall be elected annually by the Board of Trustees at the organization meeting of each new Board of Trustees and shall hold office at the pleasure of the Board of Trustees. Each officer shall hold office until his successor is elected or appointed and qualifies.

SECTION III REMOVAL OF OFFICERS

Upon the affirmative vote of a majority of the members of the Board of Trustees, an officer may be removed, either with or without cause, and his successor may be elected at any regular meeting of the Board of Trustees, or at any special meeting of said Board called for that purpose.

SECTION IV VICE PRESIDENT

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 of Trustees shall appoint some other member of the Board of Trustees to act in place of the President, 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 of Trustees or by the President.

SECTION V SECRETARY

The Secretary shall keep the minutes of and record all votes and resolutions of all meetings of the Association and of the Board of Trustees; 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 Secretary of the Association. The Secretary shall also perform the duties aforesaid for any committees as the Board of Trustees or the President may so direct. The Secretary shall have custody of the corporate seal of the Association and shall affix the same to any instruments requiring such seal and attest custody of the corporate seal of the Association and shall affix the same to any instruments requiring such seal and attest such instruments and certify such resolutions as may be required.

SECTION VI TREASURER

The Treasurer shall have the responsibility for Association funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements of the Association, and for the preparation of all required financial data. He shall be responsible for the deposit of all monies of other valuable effects in the name of the Association, in such depositories as may from time to time be designated by the Board of Trustees and he shall, in general, perform all duties incident to the office of the Treasurer of an Association. He shall render to the President and to the Board of Trustees, at the regular meetings of the Board of Trustees, at the regular meetings of the Board or whenever either the President or the Board of Trustees shall require a full account of his transactions of the Association.

SECTION VII COMPENSATION OF OFFICERS

The officers of the Association shall receive no compensation for acting as such, except that they shall be entitled to reimbursement for all reasonable expenses incurred in the discharge of their duties.

SECTION VIII AGREEMENTS, CONTRACTS, DEEDS, CHECKS, ETC.

All agreements, contracts, deeds, leases, checks and other instruments shall be executed by the President and any other officers of the Association or by such other person or persons as may be designated by the Board of Trustees, except when such documents are required by law to be otherwise executed.

SECTION IX INDEMNIFICATION OF OFFICERS AND TRUSTEES

Every Trustee and officer, their heirs, administrators and executors, shall be indemnified and held harmless by the Association against all losses, expenses and counsel fees reasonably incurred in connection with any action or proceeding in which said officer, trustee or their heirs, administrators and executors are made a party by reason of such office or trusteeship. Provided, however, that should such officer or trustee be adjudged in such action to have been guilty of gross negligence or willful misconduct the aforesaid indemnity shall not apply. In the event of a settlement, such officer or trustee shall indemnify only as to such matters covered by the settlement which the Association is advised by Counsel is not the result of such gross negligence or willful misconduct of such officer or trustee. The aforesaid indemnification is intended only to encompass the aforesaid acts of the officers and trustees as such officers and trustees, to the extent herein provided, and is not intended to be operative with respect to any duties, obligations or liabilities assumed by such officers and trustees as lot owners or Association members.

ARTICLE VI OPERATION OF THE ASSOCIATION

SECTION I DETERMINATION OF COMMON EXPENSES AND FIXING OF COMMON CHARGES

The Board of Trustees shall from time to time, determine the common expenses and fix the common charges of the Association, as more fully provided in Article II of these By-Laws.

SECTION II INSURANCE

A. The Board of Trustees shall obtain and maintain, to the extent available, liability, casualty and marine insurance on Association property and Common Elements and all other insurable improvements on land, including, but not limited to all other personal property as may be held and administered by the Board of Trustees for the

benefit of the members covering the interest of the Association, the Board of Trustees and all members and their Mortgagees as their interest may appear.

B. Where applicable, and customary, all policies shall provide that in the event of loss or damage, the policy proceeds shall be payable to the Association. Each policy, where applicable, shall contain a mortgage payment clause in form satisfactory to the Board of Trustees.

C. All insurance premiums for the hereinabove stated coverages shall be paid by the Association as common expense.

D. No provision herein contained shall be deemed to prohibit or prevent the owner of any lot from the effectuation and maintenance, at his own expense, of any additional insurance coverage on any lot or property owned by such owner, provided that the liability of the insurance carriers issuing insurance obtained by the Board of Trustees shall not be affected or diminished by reason of such additional insurance.

SECTION III LOSS OR DAMAGE

A. Damage or destruction to any property of the Association or any part thereof or to a common element or elements or any part thereof covered by insurance maintained by the Association shall be repaired and restored by the Association using the proceeds of any such insurance. All lot owners shall be assessed on an equitable basis.

B. If the proceeds of such insurance shall be inadequate by a substantial amount of cover the estimated cost of restoration of an essential improvement or common element or if such damage shall constitute substantially total destruction of Association property or if 75% of the members voting in accordance with the procedures established by the by-laws shall determine not to repair or restore, the Association shall proceed to realize upon the salvage value of that portion of the Association property so damaged or destroyed either by sale or such other means as the Association may deem advisable and shall collect the proceeds of any insurance. Thereupon the net proceeds of such sale, together with the net proceeds of such insurance shall be considered as one fund to be divided among the members in proportion to their respective undivided ownership of the Common Elements.

C. The term "equitable basis" as utilized in Section A above shall be deemed to require assessments of lot owners in proportion to the ownership of each lot owner in the divided Common Elements of the Association.

SECTION IV PAYMENT OF COMMON CHARGES

All members shall be obligated to pay the common charges or expenses assessed by the Board of Trustees pursuant to the provisions of Article II and Section I of Article VI of those By-Laws, which payment shall be made annually on the first day of July, to the Association Treasurer at the principal office of the Association or at such other place as may be designated by the Board of Trustees. The pro-rata contribution of each member toward the common charges or expenses which a member shall be obligated to pay shall be based upon the percentage of the member's interest in the undivided common and limited Common Elements of the Association in which his lot is located, as the same by Restrictive and Protective Covenants dated May 23, 1979 and recorded May 25, 1979 in Book 3348 of Deeds at Page 237 in the Atlantic County Clerk's Office and any recorded revisions thereof.

No abandonment of the lot owned by a member or waiver of the use and enjoyment of any of the Common Elements shall exempt or excuse any member from his contribution towards the expenses aforesaid.

SECTION V PAYMENT OF SPECIAL ASSESSMENT

Special assessments, when levied by the Board of Trustees, pursuant to these By-Laws, shall be paid by the members in such manner as may be determined by the Board of Trustees, provided however, that the pro-rata contribution of each member for special assessment shall be in accordance with Section IV of this Article.

SECTION VI DEFAULT IN PAYMENT OF CHARGES AND ASSESSMENTS

All charges and assessments chargeable to a member and his lot shall constitute a lien against said lot in favor of the Association upon the filing of any such lien or notice of lien with the Office of the County Register. Interest at the highest legal rate and reasonable attorney's fees shall be included in said lien. The aforesaid lien shall be prior to all other liens, except: (a) any similar liens by the Association for prior charges and assessments; (b) assessments, liens and charges for unpaid taxes due on said lot; and (c) prior mortgages and liens of record upon such lot. The lien aforesaid may be foreclosed in the same manner as real estate mortgages and in the event of such foreclosure the Association, shall in addition to the amount due, be entitled to recover interest at the legal rate on such sums due, together with the reasonable expenses of such actions including costs and attorney's fees. A suit by the Association against the delinquent member to recover a money judgment for the unpaid common charges and assessments shall be maintainable without foreclosing or waiving the lien securing the same.

SECTION VII MAINTENANCE AND REPAIR

A. All maintenance, repairs and replacements shall be made by the Association and be charged to all members as a common expense.

B. All maintenance of and repairs to such portion of any lot which does not comprise a part of the Common Elements or limited Common Elements, or any part or parts thereof belonging in whole or in part to other members, shall be made by the member or members owing such lots at their own risk, cost and expense. Each member shall be liable for any damages, liabilities, costs or expenses including attorney's fees, caused by or arising out of his failure to promptly perform any such maintenance and repair work.

SECTION VIII RESTRICTIONS ON USE OF LOTS

In order to provide for congenial occupancy of the lots and for the protection of the values of the lots, the use of property shall, in addition to the terms and conditions contained in the Restrictive and Protective Covenants, be restricted to and shall be in accordance with the following provisions:

- (a) The lots shall be used for residential purposes only.
- (b) The Common Elements and limited Common Elements as well as the rights, property and facilities of the Association shall be used only for the furnishing of the services and facilities for which they are reasonably suited.
- (c) No nuisances shall be allowed nor shall any use or practice be allowed which is a source of annoyance to the member of the Association or which interferes with the peaceful possession or proper use of the lots, Common Elements and limited Common Elements by the members of the Association.
- (d) No immoral, improper, offensive or unlawful use shall be made of any lot, or part thereof or any of the Association's property, or of any of the common or limited Common Elements, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed, laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof shall be complied with, by and at the sole expense of the member or the Board of Trustees, whichever shall have the obligation to maintain or repair such portion.

SECTION IX ADDITIONS, ALTERATIONS OR MODIFICATIONS

No member shall make any substantial additions, material alterations, or improvement on his lot, without the prior written consent thereto of the Board of Trustees.

The provisions of this Section shall not apply to lots owned by the Sponsor, until such lots shall have been initially transferred by the Sponsor.

SECTION X DECISIONS

All decisions of members involving capital expenditures shall require for passage, the affirmative vote of the members representing at least sixty (60%) percent of the members. All other decisions which are left to the members by these By-Laws shall require for passage, the affirmative vote of at least a majority of the Association Members.

The Board of Trustees shall be governed in their actions by the decisions of the members made in accordance herewith.

SECTION XI COMMON SURPLUS

Common surplus shall be distributed and dealt with by the Board of Trustees. The Board of Trustees shall have the authority to: (a) distribute such common surplus to the members as more fully herein defined; or (b) apply such common surplus to any reserve accounts for such future purposes as the Board of Trustees may deem advisable; or (c) apply such common surplus to the common expenses or assessments for a future period or periods.

Common surplus shall be applied, distributed or credited to each member or for the account of each member, in the same proportion as the ownership of each member bears as to the ownership of the undivided Common Elements.

ARTICLE VII

SALES, LEASES AND MORTGAGES OR LOTS

SECTION I SALES AND LEASES

A. No member or any member may sell or lease his lot or any interest therein except by complying with the following provisions: Any member who receives a bona fide offer for the sale of his lot together with : (a) the undivided interest in the common and limited Common Elements appurtenant thereto; (b) the interest of such member in any lot theretofore acquired by the Board of Trustees, or its designees on behalf of all Lot owners, or the proceeds of the sale or lease thereof, if any; and (c) the interest of such lot owner in any other assets of the Association (hereafter in this Article referred to as "appurtenant interests"), or a bona fide offer for a lease of his lot (hereinafter referred to as an "Outside Offer"), which he intends to accept, shall give written notice to the Board of

Trustees of such offer and a copy thereof, the name and address of the proposed purchaser or lessee, the terms of the proposed transaction and such other information as the Board of Trustees may reasonably require, and shall offer to sell such lot, together with the appurtenant interests, or to lease such lot, to the Board of Trustees, or its designee, corporate or otherwise, on behalf of the Association on the same terms and conditions as contained in such "Outside Offer." The giving of such notice shall constitute a warranty and representation by the member who has received such offer, to the Board of Trustees on behalf of the Association, that such member believes the "Outside Offer" to be bona fide in all respects. Within thirty (30) days after receipt of such written notice, and the Board of Trustees may elect, by notice to such member, to purchase such unit together with the appurtenant interest, or to lease such lot, as the case may be (or to cause the same to be purchased or leased by its designee, corporate or otherwise) on behalf of the Association on the same terms and conditions as contained in the "Outside Offer" and as stated in the notice from the offering member. In the event the Board of Trustees purchased or leased by its designee, corporate or otherwise, title shall close and the deed executed by the offering member and his or her spouse delivered, at the office of the Attorneys for the Association forty-five (45) days after the giving of notice by the Board of Trustees of its election to accept such offer. In the event such lot is to be leased, the offering member and his or her spouse shall execute and deliver to the Board of Trustees, or its assignee, corporate or otherwise, a lease between the offering member and his or her spouse as landlord and the Board of Trustees, or to its designee, as tenant covering such lot, on the terms and conditions contained in such "Outside Offer." In the event the Board of Trustees or its designee shall fail to accept such offer within thirty (30) days as aforesaid, the offering member shall be free to contract to sell such lot, together with the appurtenant interests, or to lease such lot, as the case may be, on the terms and conditions set forth in the notice from the offering member to the Board of Trustees of such "Outside Offer." Any such deed or lease to an Outside Offeror and the acceptance thereof by such offeror shall constitute an assumption and an agreement to comply, by such Outside Offeror, with the aforesaid Restrictive Covenants, these By-Laws and the Rules and Regulations of the Association, as the same are promulgated and as they may be amended from time to time. Should the aforesaid sale or lease not be consummated, pursuant to the terms of the notice to the Board of Trustees, within sixty (60) days after the expiration of the period in which the Board of Trustees or its designee might have accepted such offer, then should such offering member thereafter elect to sell such lot, together with the appurtenant interests, or to lease such lot, as the case may be, to the same or another Outside Offeror, on the same or other terms and conditions, the offering member shall be required to again comply with all of the terms and provisions of this Section I of Article VIII.

Any purported sale or lease of a lot in violation of this section shall be voidable at the election of the Board of Trustees.

B. Notwithstanding the provisions of the above Section, so long as the Sponsor shall be the owner of one (1) or more lots, there shall exist a first and pre-emptive right of first refusal by the Sponsor to purchase any lot subject to sale as described above, under the same terms and conditions set forth in Section A hereof. The Sponsor shall be given identical notices to those given the Association in connection with any sale. Said pre-emptive right of the first refusal shall exercised by the Sponsor within fifteen (15) days after both Sponsor and the Association have received the required notice as set forth in Section A hereof. Closing of title to the Lot in question shall be held within the time an in the manner as above set forth. Should the Sponsor not exercise the right herein conferred within the aforesaid fifteen (15) day period by proper written notification to the selling owner, this right of first refusal shall terminate. The termination thereof however, shall not extinguish any rights to purchase by the Association, which rights shall continue and be governed by Section I A. hereof.

C. In the event of a sale of a lot to the Association or to the Sponsor pursuant to the provisions of this Article, either the Association or the Sponsor (whichever is the purchasing party) shall have the right to deduct from the sale price to be paid to the selling owner, any bona fide commissions which the said selling owner contracted for or would be obligated to pay others in connection with the "Outside Offer" if such sale were consummated.

SECTION II CONSENT OF MEMBERS TO PURCHASE OR LEASE OR LOT BY BOARD OF TRUSTEES

The Board of Trustees shall not exercise any option hereinabove set forth to purchase or lease any lot without the prior approval of a majority of the members of the Association; except instances wherein, within the period in which the Board of Trustees may deliberate and decide their course of action, the Board of Trustees receives an offer from the Sponsor, or its designee, which offer shall have the effect of having the Association harmless from all financial loss, including costs and Attorney's fees, with regard to such sale or lease as the case may be; then and in that event the Board of Trustees may elect to accept the offer of sale or lease by the offering member, without the approval of a majority of the members as aforesaid.

SECTION III RELEASE OF RIGHTS OF FIRST REFUSAL

The rights of first refusal contained in this Article may be released or waived by the Sponsor and Board of Trustees at their discretion, in which the Lot, together with the appurtenant interests, may be sold or leased, free and clear of the provisions of this Section.

SECTION IV CERTIFICATE OF TERMINATION OF RIGHTS OF FIRST REFUSAL

Certification executed by the Sponsor and the Secretary of the Association stating that the provisions of Section I of this Article VII have been met by a member, or have been duly waived by the Sponsor and the Board of Trustees, and that the rights thereunder have been terminated, shall be conclusive upon the Sponsor and the Board of Trustees and the Association and its members, in favor of all persons who rely thereon in good faith. Upon his request such Certificates shall be furnished to a member who has in fact complied with the provisions of Section I of this Article VII or from whom the provisions of such action have been waived.

SECTION V EXCEPTIONS

The provisions of Section I of this Article VII shall not apply with respect to any sale or conveyance of a lot by a member to his or her spouse, together with the appurtenant interests, or to any lot owned by the Sponsor, or to the acquisition or sale of a lot together with the appurtenant interests by a mortgagee who shall acquire title to such lot by foreclosure or by deed in lieu of such foreclosure. However, the provisions of this Section shall apply with respect to any purchaser of such lot and appurtenant interests from such mortgagee, spouse or grantee from the Sponsor.

SECTION VI GIFTS AND DEVISES

Any member shall be free to convey or transfer his lot by gift, or to devise his unit by will or to pass the same by intestacy without restriction of Section I of this Article.

SECTION VII DEED RESTRICTIONS

None of the provisions of this Article VII or elsewhere in these By-Laws shall be deemed to be in derogation of or in release of any deed restrictions to which the property of the Association is or may be subject, whether such restrictions are contained in the Master Deeds now or hereafter to be executed or in other prior deeds in the chain of title.

SECTION VIII PAYMENT OF ASSESSMENTS

Each member shall, upon the sale, transfer, or other lawful conveyance of his lot, first pay in full to the Association his pro-rata share of all unpaid assessments for administration expense, maintenance and repair of the common and limited Common Elements of the Association and other Association expenses. The foregoing shall have priority of payment over all other charges and liens excepting unpaid municipal taxes and payments due under any recorded mortgages and prior liens.

The grantee of a lot shall, with the transferor, be jointly and severally liable for payment of the hereinabove recited charges to the Association, without prejudice to the right of the grantee to recourse from the transferor the amount paid by such grantee as a joint debtor. The Association shall supply a statement of amounts due it upon request from any grantee, and the Association shall be limited in its recovery to the amounts set forth therein.

ARTICLE VIII FISCAL YEAR

SECTION I DETERMINATION

The fiscal year of the Association shall be determined by the Board of Trustees at the first organizational meeting of said Board.

ARTICLE IX AMENDMENTS TO BY-LAWS

SECTION I METHOD OF AMENDMENT

Except as provided otherwise, these By-Laws may be modified or amended by the affirmative vote of the members representing 66²/₃% of the total interest in the Common Elements of the Association within the limits prescribed by law. All modifications and amendments, shall not be operative until recorded with the Office of the Clerk of Atlantic County in the same manner as these By-Laws. Insofar as rights are conferred upon the Sponsor of these By-Laws, these By-Laws may not be amended or modified as to these portions only, without the consent in writing of the Sponsor, so long as the Sponsor shall be the owner of one or more lots

ARTICLE X
DISSOLUTION OF ASSOCIATION

SECTION I PROCEDURE

In the event it shall be deemed advisable and for the benefit of the members of the Association that the Association should be dissolved, the procedures concerning dissolution, as set forth in Title 14 of the Revised Statutes of the State of New Jersey shall be followed.

SECTION II

In the event of dissolution, the Assets of the Association after the payment of all debts, including mortgages and other encumbrances, shall be distributed to the members of the Association in the same proportion as their respective undivided interests in the Common Elements.

SECTION III

In no event shall the Association be dissolved if to do so would leave no entity to administer and manage the Association's Common Element.

ARTICLE XI
COMPLIANCE WITH BY-LAWS AND RESTRICTIVE COVENANTS

SECTION I PENALTIES

The within By-Laws, the rules and regulations adopted pursuant thereto, all future amendments hereto and thereof, and the Restrictive and Protective Covenants now or in the future, shall be strictly complied with by each Association Member. Failure to comply with any of the same shall entitle the Association and/or in a proper case aggrieved member and/or both to commence a civil action to recover monies due or for damages and/or injunctive relief or both against the offending member.

SECTION II FORCE AND EFFECT OF BY-LAWS

These By-Laws are subject to the provisions of the New Jersey Business Corporation Act (the "Act") and the Certificate of Incorporation as they may be amended from time to time. If any provision in these By-Laws is inconsistent with a provision in the Act or the Certificate of Incorporation, the provision of the Act or the Certificate of Incorporation shall govern to the extent of such inconsistency.

ARTICLE XII
ASSOCIATION MEMBERSHIP USE OF RIGHTS

SECTION I ASSOCIATION MEMBERSHIP

The term "Association Membership" as utilized herein shall mean the owner or co-owners of any lot. Whenever title to a lot is vested in two (2) or more persons, such co-owners shall be entitled jointly to only one undivided whole vote for each lot as designated herein. No occupants or tenants without ownership may become members of the Association, nor may membership be transferred or assigned except as herein provided. However, a tenant or occupant of a lot may utilize the recreational community facilities of the Association. Membership in the Association shall vest in any lawful transferee of a lot (subject to the provisions of these By-Laws and Restrictive and Protective Covenants), and upon such transfer the previous owner's membership in the Association shall automatically cease and terminate.

SECTION II USE OF FACILITIES

Every occupant of a lot may utilize the Common Elements of the Association. Any additional uses and users shall be determined by the Board of Trustees from time to time.

SECTION III MORTGAGES

The lien of any mortgage executed by a member of his lot shall attach also the member's rights in the Association, including the right to vote. The rights aforesaid shall inure to the benefit of the various mortgagees, their successors and assigns. In the event of foreclosure, and the rights of the mortgagor-member shall cease and terminate.

SECTION IV RIGHT TO VOTES IN THE ASSOCIATION

Each lot shall be entitled to one (1) vote in the Association.

**ARTICLE XIII
MISCELLANEOUS**

SECTION I INVALIDITY

The invalidity of any part of these By-Laws shall not impair or affect in any manner the validity, enforceability or effect of the remaining By-Laws.

SECTION II CAPTIONS

The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these By-Laws, or the intent of any thereof.

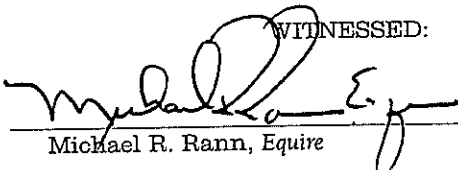
SECTION III GENDER

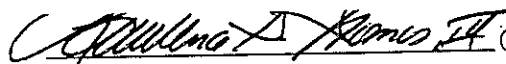

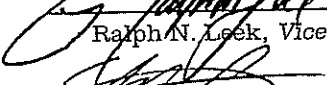
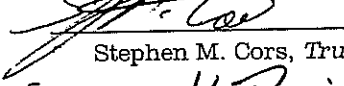
The use of the masculine gender in these By-Laws shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

SECTION IV WAIVER

No restrictions, condition, obligation or provision contained in these By-Laws shall be deemed to have been abrogated or waived by reason of any failure to enforce same, irrespective of the number of violations or breaches thereof which may occur.

In Witness whereof, the undersigned, constituting all the members of the Board of Trustees have executed these revised By-Laws in such capacity, under their hands and seals, this 23rd day of July, 1997.

WITNESSED:

Michael R. Rann, Esquire

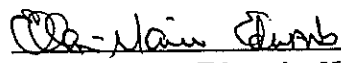
 (SEAL)
Lawrence S. Thomas III, President and Trustee
 (SEAL)
Ralph N. Leek, Vice President and Trustee
 (SEAL)
Stephen M. Cors, Trustee
 (SEAL)
Max K. Reim, Secretary

ATTEST:

STATE OF NEW JERSEY :
: ss:
COUNTY OF ATLANTIC :

I certify that on July 23, 1997, Lawrence S. Thomas, III, President and Trustee, Ralph N. Leek, Vice President and Trustee, Stephen M. Cors, Trustee and Max K. Reim, Secretary, personally came before me and stated to my satisfaction that each person:

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


Ellen-Marie Edwards, Notary Public
ELLEN-MARIE EDWARDS
A Notary Public of New Jersey
My Commission Expires 04/28/99

Sweetwater Haven Association, Inc.

FIRST AMENDMENT OF THE BY-LAWS

This First Amendment to the By-Laws of Sweetwater Haven Association, Inc. (the "Association") is made the 2nd day of September, 2005, pursuant to the affirmative vote of the members representing two-thirds of the total interest of the Association.

WITNESSETH:

~~Whereas~~, the By-Laws of Sweetwater Haven Association, Inc. (the "Association") were made on July 23, 1997 and recorded July 30 1997 in Book 6173 of Deeds at Page 051 in the Atlantic Count Clerk's Office (the "By-Laws"); and

~~Whereas~~, Article IX Section I of the existing By-Laws provides a method of amending the By-Laws, but does not provide a method of amending the Covenants, Conditions, and Restrictions; and

~~Whereas~~, N.J.S.A. 46:8C-18(b)(10) provides a method for amending the by-laws of a private homeowner's association where the By-Laws are otherwise silent; and

~~Whereas~~, N.J.S.A. 46:8C-18(b)(10) directs that the By-Laws of the Association may be amended "... if the amendment is approved by no less than two-thirds of the members ..."; and

~~Whereas~~, the Association members are, by a two-thirds majority vote, desirous of adding, revising and amending certain provisions of the By-Laws, thereby allowing for the amending and revising from time-to-time the Covenants, Conditions and Restrictions of the Association as set forth hereinbelow; and

Now, ~~Therefore~~, the Association members and Trustees do hereby approve certain amendments and additions to the By-Laws of the Association as follows:

1. AMENDMENT TO THE BY-LAWS.

Article IX, Section I of the By-Laws shall be amended by adding a new paragraph as follows:

"Except as provided otherwise, the Covenants, Conditions and Restrictions may be modified or amended by the affirmative vote of the members representing not less than sixty-six and two-thirds percent (66 2/3%) majority vote of the total interest of the Association within the limits prescribed by law. All modifications and amendments shall not be operative until recorded with the Office of the Clerk of Atlantic County in the same manner as the existing Covenants, Conditions and Restrictions."

2. Except as set forth herein, the By-Laws shall remain unmodified and in full force and effect.

~~In Witness Whereof~~, the appropriate Trustees of the Association have duly executed this Amendment to the By-Laws on the day and year written above.

Attest:

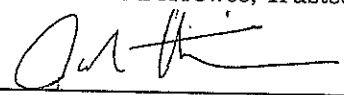


Lawrence Borrowec, Secretary

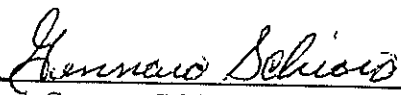
SWEETWATER HAVEN ASSOCIATION, INC.

By: 

Lawrence Borrowec, Trustee

By: 

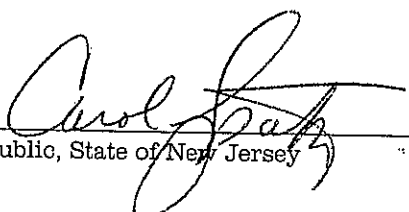
John Atkinson, Trustee

By: 

Gennaro Schiavo, Trustee

STATE OF NEW JERSEY :
: SS :
COUNTY OF ATLANTIC :

~~We It Remembered~~, that on this 7th day of April, 2006, before me, the subscriber, personally appeared Lawrence Borrowec, John Atkinson, and Gennaro Schiavo, who I am satisfied are the persons who signed the within instrument as Trustees of Sweetwater Haven Association, Inc., the corporation named therein, and they acknowledged that they signed, sealed with the corporate seal and delivered the same as such Trustees aforesaid, and that the within instrument is the voluntary act and deed of such corporation, made by virtue of approval of its Board of Trustees.



Notary Public, State of New Jersey

Sweetwater Haven Association, Inc.

RESTRICTIVE AND PROTECTIVE COVENANTS, CONDITIONS AND LIMITATIONS FOR SWEETWATER DEVELOPMENT CORPORATION, A NEW JERSEY CORPORATION, NOW KNOWN AS SWEETWATER HAVEN ASSOCIATION, INC. AFFECTING BLOCK 552-A, LOTS 1-60 OF THE MAP OF SWEET WATER HAVEN, REVISION NO. 1, SECTION NO. 1, MULLICA TOWNSHIP, ATLANTIC COUNTY, NEW JERSEY, AND AS SHOWN ON THE REVISED TAX MAP OF THE TOWNSHIP OF MULLICA AS BLOCK 4305, LOTS 1-14, BLOCK 4304, LOTS 1-9, BLOCK 4303, LOTS 1-8, BLOCK 4302, LOTS 1-12, AND BLOCK 552-A, LOTS 2-11, MADE THIS 23RD DAY OF MAY, 1979 AND AMENDED IN ACCORDANCE WITH THE BY-LAWS BY VOTE ON JULY 10, 1991.

In consideration of special benefits to it arising by reason of devoting of lands and premises hereinafter described solely to the uses and purposes to which it may be hereby limited, Sweetwater Development Corporation does hereby declare that all those certain lands and premises owned by Sweetwater Development Corporation, situate in the Township of Mullica, County of Atlantic and State of New Jersey, on this 23rd day of May, 1979, as shown on maps of Sweet Water Haven, Revision No. 1, Section No. 1, Block 552A, Lots 1 through 60, and as shown on the revised tax map of the Township of Mullica as Block 4305, Lots 1 through 14, Block 4304, Lots 1 through 9, Block 4303, Lots 1 through 8, Block 4302, Lots 1 through 12, and Block 552-A, Lots 2 through 11, shall be subject as herein set forth, to the following covenants, conditions and restrictions which are placed upon said lands and premises in pursuance of a general scheme for the improvement and enhancement of the said lands and premises and which shall run with said lands and premises and shall be binding upon Sweetwater Development Corporation, its successors and assigns, to wit:

COVENANTS, CONDITIONS AND RESTRICTIONS

1. DEFINITIONS OF TERMS AS USED HEREIN:

(A) GRANTOR shall mean Sweetwater Development Corporation, a New Jersey Corporation, its successors and assigns.

(B) GRANTEE shall mean the person or persons or entity to whom the grantor first conveys the land herein and described, and his, her and/or its heirs, executors, administrators, personal representatives, successors and assigns, and all persons or entities claiming by, through, or under such grantee and wherever in this instrument the masculine is used, it shall include the feminine and neuter as the context may require.

(C) SUBDIVISION means the residential section of Sweet Water Haven, Revision No. 1, Section No. 1 as shown on the plat thereof, including lots from 1 through 60 inclusive in Block No. 552-A, and as shown on the revised tax map of the Township of Mullica as Block 4305, Lots 1 through 14, Block 4304, Lots 1 through 9, Block 4303, Lots 1 through 8, Block 4302, Lots 1 through 12, and Block 552-A, Lots 2 through 11.

(D) PLAT means the plan of the residential section of Sweet Water Haven as recorded in the public records of the Township of Mullica, County of Atlantic and State of New Jersey.

(E) ASSOCIATION means Sweetwater Haven Association Inc., a New Jersey Corporation, organized for the purposes pursuing a general scheme for improvements, maintenance and esthetics of the subdivision.

2. USE RESTRICTION

No buildings shall be erected or constructed on any lot in this subdivision other than a single-family dwelling or residence. No garage may be erected except simultaneously with or subsequent to erection of the residence. Any existing structure in violation in this restriction at the time of the grant herein, shall be permitted. In the event said structure is destroyed, this restriction shall have full force and effect thereafter.

3. SETBACK LINES

No building or any part thereof may be erected within 20 feet of the bulkheadline measured from the outside face thereof or within 40 feet of the front property line (which is the line abutting the street).

4. SIDE YARDS

No building shall be erected on any lot within 15 feet of the side property line including eaves, overhangs and foundations.

5. BULKHEADING

No bulkhead shall be erected, constructed and/or maintained on and/or adjoining any lot in this subdivision unless its location, plan, materials, structure, strength, and other specifications shall have been first approved by the Association.

Any and all bulkheads within this subdivision shall be erected, constructed and/or maintained to prevent sand, silt and other similar material from entering any of the canals or openings at the Mullica River's edge. It shall be the responsibility of each named title lot owner (owner) to adequately erect, construct and/or maintain said bulkhead. The Association, after serving proper notice on the lot owner, shall have full right and authority to enter upon the owner's property and erect, construct, repair and/or maintain the bulkhead and assess the lot owner the cost of same plus reasonable interest as provided for in the By-Laws of the Association.

Title to the bulkhead and any land associated with the bulkhead whether under water or not shall be vested in the owner of land closest to the bulkhead.

6. STATE, COUNTY AND TOWNSHIP REQUIREMENTS THAT MUST BE ADHERED TO

It is acknowledged that the State of New Jersey, Department of Environmental Protection has placed certain requirements and obligations on the grantor, the Association and the lot owners to maintain full compliance with any conditions that have or may be imposed by any federal, state, county or local agency which include, but are not limited by the following requirements:

(A) That all canal bulkheads be maintained and erected so as to prevent sand, silt and other similar materials from entering the canals. This requirement is subject to any and all rules and regulations of the above public entities, and/or the Association.

(B) Maintaining the canals in a dredged condition to enable the canals to flush freely, as may be a requirement or directive of any of the above public entities and/or the Association.

(C) Provide the State of New Jersey, Department of Environmental Protection, which will show water quality analysis of the canals (samples to be obtained adjacent to Block 4302, Lot 2; Block 4303, Lot 3; and Block 4304, Lot 9), twice a year, in the spring and summer, testing for the tolerances of the following substances; ammonia-nitrogen and total phosphates. Said results shall be forwarded to the Division of Water Resources, Bureau of Water Quality Planning and Management, P.O. Box CN029, Trenton, New Jersey 08625.

7. FILLING IN

No lot or parcel shall be increased in size by filling in the waters on which it abuts unless by prior written consent and approval of the Association and appropriate public agencies, including the Division of Water Resources, Bureau of Water Quality Planning and Management, P.O. Box CN029, Trenton, New Jersey 08625.

8. MOORING PILES

No mooring piles shall be placed more than 15 feet beyond the outside surface of the bulkhead wall of any lots facing canals. If any lot fronts on two canals, or the Mullica River and a canal, said lot owner shall have the right to construct or place mooring piles in one canal and the Association shall designate in which canal said piles are to be placed.

9. BOAT HOUSES, ANCHORAGE AND DOCKS

No boat house or dock building shall be erected on or adjoining any of the lots in this subdivision, but a dock extending a distance of 8 feet from the line of the bulkhead of lots facing canals may be permitted or authorized by special written approval by the Association.

PROVIDED FURTHER that no boat landing, dock or pier of any kind or sort shall be constructed until the plans and specifications therefor shall first have been approved in writing by the Association.

On all lots facing canals, the plans for slips, dock or mooring piles shall first be submitted to the Association for written approval prior to the submission of any application to the State authorities.

Any other special construction or indentation of any area inside bulkhead line docks or slips may be approved, provided design or plans are first submitted for approval by the Association. It is understood that the Association shall not unreasonably withhold any approvals required by this section.

10. WALLS AND FENCES

Heights of any fences built within the property lines shall be as follows:

No fence shall be erected on any lot in the subdivision within a distance of 40 feet from any street line, except from a distance of 8 feet back from the street line to the bulkhead, fences of rustic split rail type may be permitted to a height not exceeding 4 feet. All fences existing at the time of the grant of this deed, are excepted hereto. In the event that any part of a fence in excess of 20 feet is removed, then, in that event, the lot owner shall remove all of his fence and conform with this covenant.

COVENANTS, CONDITIONS AND RESTRICTIONS

No fence shall be constructed on any lot until the height, type, design and location thereof shall have been first approved in writing by the Association.

It is understood that the Association shall not unreasonably withhold any approvals required by this section.

Exceptions of the above covenants and restrictions are fences surrounding swimming pools, which shall be of a height and type designated by the Municipal authorities, or any Municipal Ordinances, or State rules and regulations.

11. SIDEWALKS

No sidewalks shall be placed within the subdivision unless prior written approval has been granted by the Association.

12. EASEMENTS

Grantor reserves the right of easement over each and any lots for the installation and maintenance of telephone and electric lines and conduits, water, gas mains, sewers and any other utility and for any similar facility deemed by grantor necessary for the service of the said lands, and the grantor further reserves the right to assign the use of said easements and right-of-way to any person, firm, corporation or municipality furnishing one or more of said facilities.

13. BUILDING PLANS

For the purpose of furthering insuring and protecting the development of lands in the subdivision as a residential area of high quality, the grantor reserves the right to approve the buildings, structures and other improvements placed on each lot.

Whether or not a provision therefore is specifically stated in any conveyance of a lot in the subdivision by the grantor, the owner or occupant of each and every lot, by acceptance of title thereto or by taking possession thereof, covenants and agrees that no building, wall or other structures shall be placed upon such lot and until the plans and specifications therefor and the plot plan have been approved in writing by the Association. Each such building, wall or structure shall be placed on the premises only in accordance with the plans and specifications and plot plan so approved to said Association.

In the event the Association fails to approve or disapprove the plans and specifications submitted to it by the owner of a lot or lots in the subdivision within 30 days after written request, duly acknowledged therefor, such approval shall not be required; provided that no building or other structure shall be erected or shall be allowed to remain on any lot which violates the covenants or restrictions herein contained.

14. NO TEMPORARY BUILDINGS

No structure of a temporary character including but not limited to tents, trailers, shack, garage, barn or other structure shall be erected and/or placed on any of the lots in said subdivision, without written consent of the Association.

15. SIGNS

No signboard of any description, including "For Sale" or "For Rent" signs may be used, erected or maintained on said premises in question excepting a decorative, noncommercial signboard with the name of the owner or occupant inscribed upon it, unless application for approval is submitted to Sweetwater Haven Association, Inc. and permission granted in writing, but in no event shall sign exceed 2 feet x 2 feet x 2 inches.

16. NUISANCES

Nothing shall be done on any lot which may be or become an annoyance or nuisance to the neighborhood. No horses, cattle, swine, sheep, goats, poultry or fowl shall be kept on any lot.

No weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon the premises hereby conveyed, and no refuse or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon and in the event that the owner shall fail to refuse to keep the demised premises free of weeds, underbrush or refuse piles or other unsightly growths or objects, after 10 days' written notice to remove same, than the Association may enter upon said lands and remove the same at the expense of the owner, and such entry shall not be deemed a trespass.

No building or structure shall be permitted to become shabby or deteriorate or that the painting on exteriors shall become unsightly. If in the opinion of the Association such a condition exists, 30 days due notice by Certified mail shall be given the owner and failure to correct this condition shall warrant the Association to enter the premises and correct the shabby condition or repaint the exteriors at the expense of the owner. In the event said expenditure is made by the Association, then in that event the Association shall have a lien for said expenditure and institute legal proceedings to collect same with reasonable attorney fees and costs.

17. ANIMALS

No animals, livestock or poultry shall be raised, bred or kept, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial or experimental purpose.

18. CHARTER MEMBERSHIP

The grantee herein is required to be a member of the Association, and as such, member is familiar with and agrees to abide by the rules, regulations, restrictions and objectives of said Association. It is a condition of any property conveyed hereunder that the grantee shall not rent, lease, give, convey, or in anywise transfer the property to any person who is not, at the time of such transfer, lease, gift or conveyance, a member of the association, or to any concern or corporation in which any member or stockholder is not, at the time of such transfer, lease, gift or conveyance a member of said Association; it being expressly understood and agreed that a similar condition will be made by the grantor in all other conveyances of similar property in the subdivision made subsequent to the transfer herein. The purpose of this and other such conditions being to insure to the grantee and all other members of the Association and to the Association, that all other property in said residential section subsequent to the transfer herein, shall at all times be occupied by a colony of congenial persons.

19. MEMBERS ANNUAL FEES

The Association shall each year collect from its bona fide member lot owners a sum decided upon by the Trustees, in accordance with the guidelines as set forth in the By-Laws of Sweetwater Haven Association, Inc., by a per lot and/or a pro-rata fee of any part of a lot owned, for the purpose of defraying the expense incurred for the maintenance of any requirement of this restrictive covenant, including but not limited to the maintenance of the Common Elements, laboratory tests, and/or horticultural displays in the street areas.

20. DURATION OF RESTRICTIONS

The foregoing agreements, covenants, restrictions and conditions shall constitute an easement in and upon the lands hereby conveyed running with the land and shall be deemed for the benefit of all the lands in the subdivision; and shall be and remain in full force and effect forever.

The conditions of the Section entitled "Charter Membership" shall be subject and subordinate to the lien of any bona fide mortgage which may hereafter be created by the owner or owners of any lots in the subdivision. It being understood and agreed that as to any mortgage, that in the event of default in the terms of payment thereof, resulting in foreclosure, or a conveyance in lieu of foreclosure of such mortgage, that the purchaser shall acquire title subject to the conditions of said Section entitled "Charter Membership," less any liens of the Association prior to the foreclosure or conveyance in lieu of foreclosure, and the successor in title of said purchaser or purchasers would likewise acquire title subject to the effect of said conditions less any liens of the Association prior to said foreclosure or conveyance in lieu of foreclosure.

21. ADDITIONAL RESTRICTIONS

The grantor may include in any contract or deed hereafter made, any additional restrictive covenants not inconsistent with those herein contained.

22. REMEDIES FOR VIOLATIONS

In the event of a violation or breach of any of these restrictions by any person or concern claiming by, through, or under the grantor, or by virtue of any judicial proceeding, the grantor and the owners of lots in the subdivision, or any of them jointly or severally, shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent the violation or breach of any of them. In addition to the foregoing right, the Association shall have right, whenever there shall have been built on any lot in the subdivision any structure which is in violation of these restrictions, to enter upon the property where such violations exist and summarily abate or remove the same at the expense of the owner, and such entry and abatement of removal shall not be deemed a trespass. The failure to enforce any right, reservation, restriction or condition contained in this deed, however long continued, shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement;

The invalidation by any court of any of the restrictions in this deed contained shall in no way affect any of the other restrictions, but they shall remain in full force and effect. Also, any expenses incurred for any remedial action that has been taken by the Association shall be at the expense of the owner and shall be a lien on the property and may only be released by written authorization by said Association. In the event the Association shall have a lien, then in that event, Association shall institute legal proceedings to collect same, with reasonable attorney fees and costs.

23. UNIFORMITY OF RESTRICTIONS

The foregoing restrictions shall be incorporated in all deeds which the grantor may execute and deliver conveying lots in said subdivision subsequent to the grant herein; and any restriction or condition which is inconsistent, however, with any Government constituted authority shall be abrogated to the extent of such inconsistency but shall in no way affect other conditions and restrictions which shall remain in full force and effect.

24. COVENANTS RUNNING WITH LAND

And it is expressly understood and agreed that the said several covenants above specified shall attach to and run with the land and it shall be lawful not only for the said grantors, their heirs or assigns, but also for the owner or owners of any lot or lots adjoining in the neighborhood of the premises hereby granted, deriving title from or through the said grantor, his heirs or assigns, to institute and prosecute at his or their own cost any proceedings at law or in equity against any person or persons violating or threatening to violate the same; and that the object of the covenants is to secure the health, beauty, ornamentation and value of the premises. And it is expressly understood and agreed that the foregoing covenants and conditions are accepted and agreed to by the grantor and grantee and shall bind their heirs, executors, administrators or assigns and that any conveyance hereafter made by the grantor or grantors, their heirs, executors or assigns, shall have inserted in the deed or deeds the foregoing covenants and conditions.

25. INVALIDATION OF COVENANTS:

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

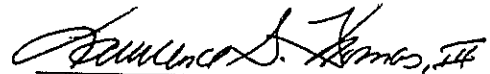
26. RESTRICTIONS AND COVENANTS, INCONSISTENT WITH ANY ORDINANCE, REGULATION AND/OR STATUTE

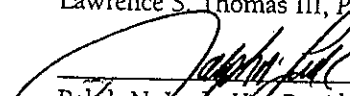
In the event any of the above restrictions and covenants are inconsistent with any ordinance, regulation and/or statute of any state, county or state agency, then in that event, the said ordinance, regulation and/or statute shall prevail wherein said inconsistency exists.

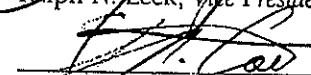
In Witness whereof, the said Sweetwater Haven Association, Inc. has caused its corporate seal to be affixed hereto, duly attested by its proper and authorized officers, affixing their signatures hereto in attestation of due execution, the day and year first above written.

SWEETWATER HAVEN ASSOCIATION, INC.

ATTEST:

 (SEAL)
Lawrence S. Thomas III, President and Trustee


 (SEAL)
Ralph N. Leek, Vice President and Trustee

 (SEAL)
Stephen M. Cors, Trustee

 (SEAL)
Max K. Reim, Secretary

Be it remembered that on this 23rd day of July, 1997, before me, the undersigned authority, personally appeared Lawrence S. Thomas, President and Trustee, Ralph N. Leek, Vice President and Trustee, Stephen M. Cors, Trustee and Max K. Reim, Secretary of Sweetwater Haven Association, Inc., who I am satisfied are the persons named in and who executed the foregoing instrument and having first made known to them the contents thereof, they did acknowledge that they signed, sealed and delivered the same as their voluntary act and deed for the uses and purposes therein expressed.

ELLEN-MARIE EDWARDS
A Notary Public of New Jersey
My Commission Expires 04/28/99


Notary Public of New Jersey
My Commission Expires 4/28/99

Sweetwater Haven Association, Inc.

FIRST AMENDMENT TO THE
COVENANTS, CONDITIONS AND RESTRICTIONS

This First Amendment to the Covenants, Conditions and Restrictions of Sweetwater Haven Association, Inc. (the "Association") is made the 2nd day of September, 2005, pursuant to the affirmative vote of the members representing two-thirds of the total interest of the Association.

WITNESSETH:

Whereas, the By-Laws of Sweetwater Haven Association, Inc. (the "Association") were made on July 23, 1997 and recorded July 30 1997 in Book 6173 of Deeds at Page 051 in the Atlantic Count Clerk's Office (the "By-Laws"); and

Whereas, the Covenants, Conditions and Restrictions for Sweetwater Haven Association were made May 23, 1979 and recorded May 25, 1979 in the Atlantic County Clerk's Office in Deed Book 3348 of Deeds at page 237 and the revisions thereof dated July 23, 1997 and recorded July 30, 1997 in Book 6163 of Deeds at Page 235 in the Atlantic County Clerk's Office which are applicable to all members of the Association (the "Covenants"); and

Whereas, Article IX, Section I, Paragraph 2 of the By-Laws of the Association provide the method by which the Covenants, Conditions and Restrictions may be amended; and

Whereas, the Association members are, by a two-thirds majority vote, desirous of amending certain provisions of the existing Covenants, Conditions and Restrictions for the Association as set forth hereinbelow:

Now, Therefore, the Association members and Trustees do hereby amend certain provisions of the Covenants, Conditions and Restrictions as follows:

1. AMENDMENTS TO THE COVENANTS, CONDITIONS AND RESTRICTIONS.

(a) The first paragraph of Section 9 of the Covenants, Conditions and Restrictions ("Covenants") entitled "Boat Houses, Anchorage and Docks," regarding the distance a dock may extend from the line of the bulkhead, shall be modified to extend said distance from 3 feet to 8 feet, and said paragraph shall be amended to read as follows (with the deletion of text in this paragraph indicated by (parenthesis) and the addition of text indicated by underline):

"No boathouse or dock building shall be erected on or adjoining any of the lots in this subdivision, but a dock extending a distance of (3) 8 feet from the line of the bulkhead of lots facing canals may be permitted or authorized by special written approval by the Association."

2. Except as set forth herein, the Covenants, Conditions and Restrictions shall remain unmodified and in full force and effect.

In Witness Whereof, the appropriate Trustees of the Association have duly executed this Amendment to the By-Laws on the day and year written above.

SWEETWATER HAVEN ASSOCIATION, INC.

Attest:

LW Borrowec
Lawrence Borrowec, Secretary

By: LW Borrowec
Lawrence Borrowec, Trustee

By: John Atkinson
John Atkinson, Trustee

By: Gennaro Schiavo
Gennaro Schiavo, Trustee

STATE OF NEW JERSEY :
: SS :
COUNTY OF ATLANTIC :

Be It Remembered, that on this 7th day of April, 2006, before me, the subscriber, personally appeared Lawrence Borrowec, John Atkinson, and Gennaro Schiavo, who I am satisfied are the persons who signed the within instrument as Trustees of Sweetwater Haven Association, Inc., the corporation named therein, and they acknowledged that they signed, sealed with the corporate seal and delivered the same as such Trustees aforesaid, and that the within instrument is the voluntary act and deed of such corporation, made by virtue of approval of its Board of Trustees.

Carol J. [Signature]
Notary Public, State of New Jersey

