



**PUBLIC OFFERING STATEMENT**

**FOR**

**STANTON RIDGE DEVELOPMENT**

**(151 Lots)**

**Book 1**

# 016

PUBLIC OFFERING STATEMENT  
FOR  
STANTON RIDGE DEVELOPMENT  
(151 Lots)

Declarant: Stanton Properties II, A New Jersey general partnership

Name of Development: Stanton Ridge

Address: P. O. Box 399,  
Amwell Road  
Belle Mead, New Jersey 08502-0399

Location: Township of Readington  
Hunterdon County, New Jersey

Effective Date: October 4, 1993

Registration Number: 3167

**NOTICE TO PURCHASERS**

**THIS PUBLIC OFFERING STATEMENT IS FOR INFORMATIONAL PURPOSES ONLY. PURCHASERS SHOULD ASCERTAIN FOR THEMSELVES THAT THE PROPERTY OFFERED MEETS THEIR PERSONAL REQUIREMENTS. THE NEW JERSEY DIVISION OF CODES AND STANDARDS HAS NEITHER APPROVED NOR DISAPPROVED THE MERITS OF THIS OFFERING. BE SURE TO READ CAREFULLY ALL DOCUMENTS BEFORE YOU SIGN THEM.**

**YOU AS PURCHASERS HAVE THE RIGHT TO CANCEL ANY CONTRACT OR AGREEMENT FOR THE PURCHASE OF ANY LOT, PARCEL, UNIT OR INTEREST IN THE DEVELOPMENT, WITHOUT CAUSE, BY SENDING OR DELIVERING WRITTEN NOTICE OF CANCELLATION TO THE SELLER-DEVELOPER OR ITS AGENTS BY MIDNIGHT OF THE SEVENTH (7TH) CALENDAR DAY FOLLOWING THE DAY ON WHICH SUCH CONTRACT OR AGREEMENT WAS EXECUTED, AND ALL MONIES PAID SHALL BE PROMPTLY REFUNDED.**

Prepared by:

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for Page 2 of 3  
Notice

Notice to Prospective Homeowners  
Stanton Ridge  
Page 2

unintentionally carried from the golf course onto individual lots and homes. Tall, perennial vegetation shall be grown and maintained around the perimeter of the golf course to restrict unintentional spray of effluent onto individual lots. In addition, a wind meter shall be used that will automatically turn off the spray system if winds become excessive. Each purchaser of a lot in the Development realizes this, and if any further information is required, such homeowners should ask the sponsor of the Development for additional information concerning the same."

\_\_\_\_\_  
Name of Prospective Homeowner (printed)

\_\_\_\_\_  
Signature of Prospective Homeowner

\_\_\_\_\_  
Representative of Stanton Properties

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness:

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STANTON RIDGE DEVELOPMENT

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### Introduction

Stanton Properties II (the "Declarant" or "Seller" or "Developer") presents this public offering statement for the "Stanton Ridge Development" in Readington Township, Hunterdon County, New Jersey (the "Public Offering Statement" or the "POS"). The Public Offering Statement is intended only as a summary of the main features of the development and of the legal documents required for the creation of the interest offered.

Because of the complexity and interdependence of those legal documents, all of the Declarant's sales and other representatives are prohibited from changing any of the terms and conditions thereof or attempting to interpret their legal effect.

You are urged to consult your own counsel in connection with a review of these documents. The Declarant's counsel, in turn, will be available to discuss any matter that your counsel may wish to discuss.

### The Declarant

The Declarant, Stanton Properties II, located at Amwell Road, P.O. Box 399, Belle Mead, New Jersey 08502, is a New Jersey general partnership consisting of Stanton Properties, a New Jersey general partnership in which Neil I. Van Cleef and Edward H. Vogel are partners and Chanco Development Corporation - Stanton, a Delaware corporation is the other general partner.

The Declarant presently offers for sale 151 homesites on separate subdivided residential building lots, each containing a minimum of two (2) acres ("Lots"). It is presently anticipated that the size of the homes to be constructed will have a minimum size (not including the garage or basement) of 3,000 square feet and a maximum size of probably not to exceed 9,000 square feet. Prospective purchasers or Buyers may purchase a Lot, have their architect design a home and have their builder construct the home. In addition, Chanco Development Corporation, will construct a home for the Purchaser on a Lot of their choice. Again, prospective Purchasers may



contract with other builders to construct customized homes on Lots with their select builders, which their select builders or they themselves have purchased from Declarant. IN ORDER TO ASSURE A HARMONIOUS COMMUNITY WITH COMPATIBLE HOME DESIGNS, ALL NEW HOMES MUST BE APPROVED BY THE ARCHITECTURAL REVIEW COMMITTEE ("ARC") OF THE STANTON RIDGE HOMEOWNERS ASSOCIATION, INC. AS HEREINAFTER EXPLAINED AND AS SET FORTH IN THE DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS, ETC. (THE "DECLARATION") OR THE DECLARANT PRIOR TO THE COMMENCEMENT OF THE CONSTRUCTION. A builder who buys several lots from the Declarant and builds dwellings on them for such builder's customers may subject himself to the provisions of the Planned Real Estate Development Full Disclosure Act (N.J.S.A. 45:22A-21 et seq.) and regulations promulgated thereunder.

#### Interest Being Offered

Stanton Ridge Development is located in Readington Township, Hunterdon County, New Jersey. Each Stanton Ridge Development homeowner will acquire ownership of a Lot in fee simple absolute. Additionally, each purchaser shall be a member of the not-for-profit corporation called the Stanton Ridge Homeowners Association, Inc. (hereinafter "Association"). The Association will be created to own, operate and administer the homeowner common areas and facilities which include an open space lot that will be left in its natural state plus a lot contiguous thereto containing the Development's wastewater treatment facility devoted to the common use, benefit and enjoyment of the residents and owners of Lots of the Stanton Ridge Development. This is hereinafter referred to as the "Homeowner Common Areas and Facilities".

Each Owner within the Development will own his or her Lot as aforesaid in fee simple absolute and will be entitled to exclusive possession of that Lot. The Owner is responsible for the maintenance of his or her Lot in accordance with the Declaration, the Bylaws of the Association ("Bylaws"), and any standards promulgated by the Board of Trustees of the Association (the "Standards"). The Homeowner Common Areas and Facilities are owned by the

Association and each Owner will be obligated to pay his or her proportionate part of the expenses of the Association to maintain the said Homeowner Common Areas and Facilities.

Each Owner may mortgage his or her Lot or the home or any improvements thereon in such amount as he or she chooses and as may be available to the Owner. No Lot is subject to the lien of any mortgages placed by any other purchaser of other Lots. Each Lot is subject to a lien for any unpaid Association charges attributable to that Lot as set forth in the Declaration.

Each Lot will be taxed separately for real estate tax purposes. Except for the Homeowner Common Areas and Facilities, no Owner will be responsible for payment of taxes on Lots other than his or her own. Owners should consult their attorney or tax advisor to determine whether real estate taxes and mortgage interest are deductible based upon the Owner's individual circumstances.

#### Narrative Description of the Development

The Development is a cluster single family home development. It will consist of approximately 555 acres (including the golf course and other recreational facilities). There will be 151 single-family homesites, each being a minimum of two (2) acres. The Association will own the Homeowner Common Areas and Facilities which is a Lot where the sewage treatment plant is situated. The sewage treatment facility consists of a pressurized collection system and tertiary stage sewage treatment plant. The effluent from the treatment process will be stored in a holding pond located on the said lot during the winter months and irrigated on selected areas of the golf course contiguous to the Development during the irrigation season. The advanced treatment allows the nutrients in the effluent to serve as fertilizer on the fairways of the golf course. In addition the Association will own a lot which is to be left in its natural state contiguous to the lot containing the sewage treatment facility.

The lands of the Development are bounded by County Route 523 to the southeast, a road which runs from Stockton through Flemington to Oldwick and Bedminster; Springtown Road to the southwest; Dreahook Road to the northwest; and developed lands to the northeast. The roads within the Development will be dedicated to the Township of Readington. Access will be provided by these interior roads and the roads above-described to each individual home lot.

The Development surrounds the Stanton Ridge Golf and Country Club, which includes the 18-hole golf course, clubhouse, tennis courts, swimming pool, cabana and parking lot and will be owned, managed and operated by Stanton Golf Properties, a general partnership of New Jersey consisting of the same partners as the Declarant who will then lease out these functions to Stanton Ridge Golf and Country Club, Inc., a New Jersey not-for-profit corporation, which will assume all of the said obligations. This lease will be for period of 99 years, will have rent being paid on January 2 of each year of \$1.00, but all costs (including reimbursement of construction costs for the course and other recreational facilities) as described in Section 3 of the Lease will be paid by the lessee Stanton Ridge Golf and Country Club, Inc. Stanton Ridge Golf and Country Club, Inc. is, again, a New Jersey not-for-profit corporation which contains no members and whose governing board consists of members of the entities of the Declarant. Pursuant to Section 29 of the Lease and Sections 6.3 and 6.4 of the Declaration, the Owners of Lots in the Stanton Ridge Development have certain priorities and certain rights over the general public with respect to membership and use and enjoyment of the Country Club Areas and Facilities. A membership application by an owner of a lot in the Stanton Ridge Development shall receive consideration before an application of any person or entity who or which is not an owner of any such lot and the lessee shall not discriminate against any prospective member on account of marital status, age, sex, race, creed, religion or national origin.

Any owner of a lot in the Stanton Ridge Development shall be entitled to receive a membership in the leased premises entitling them to use the following specified recreational facilities of the leased premises, without payment of any Country Club membership joining fees: the swimming pool, tennis and swim clubhouse, and tennis courts. The use of the foregoing facilities of the Country Club may be subject to the payment of annual dues or charges, other than membership joining fees, as may be imposed from time to time by lessee for the use of such facilities.

Use by the owners of any of the lots in the Stanton Ridge Development of the golf course, golf clubhouse, and other rights of any golf membership in the Country Club shall be subject to acceptance by the Country Club of an owner of a lot in the Stanton Ridge Development application and subscription to such golf membership subject to payment of such membership joining fees, annual dues or other charges imposed by lessee for such golf membership. Membership in the Country Club and use of any Country Club facilities by such owners of lots in the Stanton Ridge Development shall be subject to the Country Club's governing documents, rules, regulations and procedures.

In the event Stanton Ridge Golf and Country Club, Inc. shall cease to exist or assigns the Lease to the Association, the Association would then own and manage the Country Club Areas and Facilities. Additionally, the Declarant, which owns the lands encompassing the Country Club Areas and Facilities at the present time will convey these lands in fee simple absolute to the Association which will then convey the lands encompassing the Country Club Areas and Facilities to Stanton Golf Properties in fee simple on condition subsequent with a right of reverter so that if the Country Club Areas and Facilities are not maintained as a golf course - recreational facilities as per the approved site plan for these lands from the Readington Township Planning Board and all other governmental authorities having jurisdiction thereof, the Association would

then own and thereafter manage the Country Club Areas and Facilities as more fully set forth in the Declaration.

The Development has received certain approvals from certain governmental authorities having jurisdiction thereof. Salient provisions of these approvals are as follows:

The approvals provide that the Development is to be served by a domestic wastewater treatment facility and disposal facility to be owned and operated by a homeowners association (to be formed by the Developer). The homeowner's association documents shall provide for the installation, use, inspection and maintenance of this domestic wastewater treatment facility for the Development, subject to the review and approval of the Township Attorney. Said attorney has approved the documents.

Other salient provisions of the approvals are as follows:

The golf course and amenities will be maintained by an entity which is to be selected by and responsible to the master association to be formed by the Applicant. The applicant further testified that every property owner will be a member of the homeowners association and every resident of the subdivision will have access to the club house, pool and tennis courts. Golf members will have access to those facilities as well. Pool and tennis memberships will not be offered to people living outside the subdivision, except in conjunction with the golf membership. The applicant will limit the total number of golf memberships to 325 of which no less than 50 will be available to homeowners within the subdivision. The total number of memberships available for all facilities will be limited to 419 which includes 275 golf club memberships for those residing within or outside the subdivision, 50 guaranteed available golf club memberships for residents within the subdivision and 94 memberships belonging to the remainder of the residents for the clubhouse, pool and tennis facilities.

All lot owners of the subdivision will be members of a Master Homeowners' Association and shall have access to all recreational activities except golf. Of the 325 family golf memberships proposed, 50 memberships will be permanently reserved for members of the aforementioned Homeowners' Association. The balance, or no more than 275 family golf memberships, will be made available to persons from outside the subdivision. Besides golf, family golf members will have access to all other recreational facilities in the open space.

All lighting associated with the golf course and its amenities shall be owned, operated, maintained and paid for by the Master Homeowners Association. [Developer's Note: This lighting expense has been transferred over to the lessee of the golf course so that the only lighting expense of the Homeowners' Association should be street lighting at street intersections.]

The cabana in the Country Club Areas and Facilities is proposed to be completed by April 30, 1994 and will be used as a temporary clubhouse in conjunction with golf play prior to construction of the clubhouse. The construction of the clubhouse is anticipated to begin when paid memberships in the golf club reach 200 members or on or about October 30, 1994. Construction of four regulation tennis courts and swimming pool (size: 45' X 82') are anticipated to begin on or about October 30, 1994. The phasing of this development is for financing purposes only. The golf course which includes the open space requirement for Phase I of the Development and for the future residential phases of the Development (i.e. Phases II through VI) is being completed concurrent with the improvements for Phase I for the Development. Phase I will consist of the initial 40 homesites, each Lot being a minimum of two (2) acres as shown on the "Final Plat - Stanton Ridge - Section I" located in Readington Township, Hunterdon County, New Jersey as prepared by Van Cleef Engineering Associates. This phase received final subdivision approval from the Readington Township Planning Board and other governmental authorities having jurisdiction thereof by a resolution of said Planning Board on January 11, 1993 memorializing action taken by the Board on November 14, 1992. The final plat was filed in the Hunterdon County Clerk's Office.

The sewage treatment facility should be completed by November 1, 1993; the golf course around the middle of September of 1993; and at the same time the temporary clubhouse consisting of a trailer will be available. The completion of the clubhouse construction is contemplated for April 30, 1995 and the pool and tennis facilities on April 30, 1995. These dates are approximate only. In addition the Development will be completed within six years, the Declarant presently projecting conveyance of approximately 25 lots per year between 1993 and 1998. Again, given the economic conditions and the scale and nature of the Stanton Ridge

Development, the Declarant cannot predict or guarantee with any certainty the time of completion or the rate of conveyance of the lots in the Development.

Storm water drainage facilities are being constructed by Developer along with the other improvements and these will be completed prior to the first Lot being conveyed out to a third party. All other improvements for each section or phase will be completed prior to the conveyance of the first Lot to a third person owner for such section.

The Lease referred to above is attached here as Exhibit 1; the Stanton Ridge Golf and Country Club "club profile" is attached hereto as Exhibit 2; the membership opportunities and membership fees of Stanton Ridge Golf and Country Club is attached hereto as Exhibit 3; the Club Rules, Regulations and Membership procedures of the Country Club is attached hereto as Exhibit 4; and a membership application is attached hereto as Exhibit 5.

The lands of the Development are known as Lots 16, 25, 26.01 (partial), and 27 in Block 45; and Lots 3, 5, 13, 14, 20 and 21 in Block 51 on the Tax Map of Readington Township, Hunterdon County, New Jersey.

#### Community Information

The Stanton Ridge Development is located in Readington Township, Hunterdon County, New Jersey. Readington Township is in the eastern portion of Hunterdon County just north of Flemington, the County Seat, and equidistant from New York City to the northeast and Philadelphia, Pennsylvania to the southwest.

Readington Township is governed by a 5 member township committee which is elected at large for 3 year staggered terms. The mayor is one of the 5, elected by the others for a 1 year term. The Township Committee holds 2 public meetings each month.

There are four hospitals located within 25 miles of the Stanton Ridge Development. The Hunterdon Medical Center, with 200 beds, is located on Route 31 in Flemington approximately

5 miles from the Development. Somerset Medical Center, with 374 beds, is located in Somerville, approximately 10 miles from the Development. Hackettstown Community Hospital, with 106 beds, is located in Hackettstown, approximately 20 miles from the Development. Morristown Memorial Hospital, with 639 beds, is located in Morristown, approximately 24 miles from the Development.

Readington Township has its own police department consisting of a police chief and approximately 15 uniformed officers who provide protection for the Township's residents. The police department headquarters is located approximately 3 miles from the Development. Fire protection is provided by the Whitehouse Station Volunteer Fire Department located on Route 523, approximately 3 1/2 miles from the Development. Emergency first aid is provided by the Whitehouse Station Rescue Squad, approximately 3 1/2 miles from the Development.

As for transportation, the Township is traversed by Interstate Highway 78 which runs east/west 6.4 miles from the Development. Interstate 78 connects with Interstate 287 north/south, State Highways 202, 206 and 31 north/south, the Garden State Parkway and State Route 22. State Route 22 east/west can also be reached 4.1 miles from the Development. Hunterdon County Route 523 abuts the Development and County Roads 629 (Pleasant Run Road) and 620 (Readington Road), which connect with Route 202, are within a mile of the Development.

The Raritan Valley Line (New Jersey Transit) offers train service from High Bridge to Newark, New York and intermediate points. It has connecting waterfront service to Hoboken and connecting PATH service to Jersey City and New York, both Penn Station and World Trade Center. A person may take the train to and from Whitehouse Station, approximately 4 miles away, during peak commuter hours. A full schedule of trains is available from either Raritan or Somerville, approximately 10 miles from the site.



Newark International Airport is approximately 35 miles from Stanton Ridge and Philadelphia International Airport and JFK International Airport are approximately 50 to 70 miles, respectively, from the site.

Three Bridges Elementary School serves kindergarten through fourth grade. It is the public school that is located 6 miles from Development and has approximately 413 students. The Readington Township Middle School (640 students) serves fifth through eighth grades and is approximately 3 miles from Stanton Ridge. Grades nine through twelve attend Hunterdon Central High School (1,788 students) which is approximately 6 miles from the Development. These constitute the public schools serving Readington Township, which the children living at Stanton Ridge may attend.

Within an easy commute from the site are number of private schools such as Far Hills Country Day School and the Gill-St. Bernard School in Bernardsville and Gladstone, respectively, and Purnell School in Pottersville, as well as numerous pre-schools, Montessori Schools and nursery schools.

The Development is within 10 miles of Raritan Valley Community College which serves residents of Somerset and Hunterdon Counties. Public and private institutions of higher education in adjoining counties include Fairleigh Dickenson University and Drew University in Morris County and Princeton University, Trenton State College and Rider College in Mercer County. Rutgers, The State University of New Jersey, is located in New Brunswick, approximately 20 miles from Stanton Ridge.

Located within 4 miles and 8 miles respectively from the Development are Round Valley and Spruce Run Reservoirs which provide facilities for swimming, picnics, boating, fishing and camping. The Hunterdon County Park System, whose main offices and sites are within 4 miles of Stanton Ridge, offers children's programs, nature programs including bird watching trips, and

horticultural workshops, tours and classes, meeting rooms, gazebo and gardens for weddings and photo sessions and camping. It also offers biking trails, cross-country skiing, jogging trails and canoeing and canoe trips at various locations in the County. The Deer Path YMCA has facilities approximately 3 miles from Stanton Ridge which include a full range of fitness equipment and programs, basketball and volleyball courts, scuba instruction, karate instruction, swimming and swim programs for all ages.

Flemington Fair Grounds, site of the annual Flemington Agricultural Fair is within 6 miles of the site. The South Branch of the Raritan River, a stream favored by fishermen, runs through the Township just north of Flemington.

The New Jersey Festival of Ballooning, a three day competitive event, takes place at Solberg Airport, approximately 3 miles from Stanton Ridge.

Bridgewater Commons, one of the largest regional shopping centers in the area (3 major department stores, 160 specialty shops, food court, multiplex cinema) is approximately 10 miles from the site. In Flemington, approximately 6 miles from Stanton Ridge, are numerous shops and several factory outlet shopping villages, including Turntable Junction and Liberty Village. The historic town of Clinton, 6 miles from the site, has a town center with many small, exclusive shops. The Hunterdon County Art Center and the Historical Museum both housed in restored mills on the banks of the Raritan in Clinton, are among the many picturesque sites in the area.

Places of worship of many denominations are well represented within the area. Included are churches for those of the Roman Catholic, Mormon and various Protestant faiths, and several for those of the Jewish faith.

Stanton Ridge will be served by the following utility companies: Jersey Central Power and Light Company will provide electric service; Public Service Electric and Gas Company will provide gas service; United Telephone of New Jersey will provide telephone service. Each Lot owner

shall be responsible for drilling a well for domestic water supply. The Developer is constructing an onsite wastewater treatment facility to be owned and maintained by the Declarant - Developer and thereafter the Association and the Homeowners will be charged through assessments collected through the Association. There are no "hook up" fees for the sewage treatment plant and nor do the utility companies which serve the Development require any additional deposits from a purchaser. When 75% of the Lots have been sold, the control of the governing board of the Association - i.e. the Board of Trustees, shall pass to the owners of Lots other than the Declarant. Each homeowner shall be responsible for connecting his residence to the wastewater collection and treatment facility. Connections are provided at the edge of the right-of-way in the front of each Lot for other utilities as well as the sanitary sewer lines that traverse through the Development to the wastewater treatment facility.

Cable television service by C-TEC Cable Systems will be made available for residents who desire such service at an additional cost to be charged for said cable television service.

Trash and garbage service is to be arranged by each homeowner privately with any of a number of private haulers servicing the Readington Township area.

The drainage system designed for the Development includes detention basins which are located at strategic points throughout the Development. Certain detention basins are located on homeowner Lots and will be maintained by the golf club and expensed to the Association; other detention basins are located within the golf course - Country Club Areas and Facilities and will be the responsibility of the Country Club to maintain.

Statement of Nature, Type and Capacity of Improvements  
to be Installed by the Developer - Declarant

Roads are to be installed for each phase of the Development pursuant to the preliminary subdivision/site plan approvals granted for this Development by the Readington Township Planning Board and any and all other governmental authorities having jurisdiction thereof. They

will be completed in accordance also with the Readington Township Land Development Ordinances - Zoning and Subdivision - as well as pursuant to any orders, rules, regulations, laws, statutes, ordinances, of any other governmental authorities having jurisdiction thereof. As final approval is obtained for each phase, the roads will be completed or bonds will be posted with Readington Township to insure their completion. In addition, bonds for the installation of the top course of the improvements will also be posted by the Declarant-Developer. Utilities to service each homesite will be provided within the right-of-way lines of the roads and streets and hook-ups as explained heretofore, can be made by each Owner of a Lot at each one's own cost and expense. A Developer's Agreement entered into between Declarant-Developer and Readington Township dated October 5, 1992 provides for these guarantees, the method of estimation by the Township of Readington and provides that substantially all the improvements shall be completed for the Development for each phase before certificates of occupancy would be issued by the Township. This would include sewage disposal systems, drainage systems, interim road improvements, etc. Developer will comply with this Agreement.

As stated aforesaid, each homeowner will have to drill a well on his or her homesite for the lot's potable water supply. The streets will be dedicated to the Township of Readington. The Developer has made contributions for offsite improvements which are again regulated by the Developer's Agreement. A copy of this Developer's Agreement is attached hereto as Exhibit 6.

The Homeowner Common Areas and Facilities will be the wastewater sewage treatment facility described heretofore as well as the Lot to be left in its natural state contiguous thereto described heretofore. It is described in Article III, Section 3.1 of the Declaration and excludes the Country Club Areas and Facilities which are described in Article III, Section 3.2 of the Declaration. The detention basins will be constructed by the Declarant and some are within the golf course and will be the responsibility of the Country Club to maintain; other detention basins

are located on homeowner Lots and will be maintained by the Country Club and expensed to the Association.

As to the golf club and other recreational facilities, the prospective purchaser is instructed to turn to previous sections of this Public Offering Statement and the Exhibits regarding same as to it although, purchaser must realize that this is not part of the "Homeowner Common Areas and Facilities" and is a separate category set forth in the Declaration. However, again, the prospective purchaser is cautioned that should the lease be terminated from Stanton Golf Properties to the Stanton Golf and Country Club, Inc., or should the lease be assigned by the Stanton Golf and Country Club, Inc. to the Association, or should the Association get title to the Country Club Areas and Facilities, by reason of its exercise of its right of reverter or otherwise, all is explained heretofore, then and in that event, the Association will maintain, operate and own the Country Club Areas and Facilities as if it were the Homeowner Common Areas and Facilities, all as provided for in the Declaration and the Bylaws. The Homeowner Common Areas and Facilities also include easements set forth in the Declaration; tangible personal property required for the operation, maintenance and administration of such areas and facilities (excluding, again, the Country Club Areas and Facilities); and all other facilities or elements of any improvement on the Stanton Ridge Development necessary or convenient to the existence, management, operation, maintenance and well-being of the Stanton Ridge Development (excluding, again, the Country Club Areas and Facilities).

Method of Operation and Management  
of the Homeowner Common Areas and Facilities

The Homeowner Common Areas and Facilities available for use by residents or owners of the Stanton Ridge Development shall be administered, supervised and managed by the Stanton Ridge Homeowners Association, Inc., a not-for-profit corporation of the State of New Jersey, which shall act by and on behalf of all Owners in accordance with the Declaration of

Covenants, Easements and Restrictions, the Certificate of Incorporation and the Bylaws of the Association. Upon purchasing a lot in the Development, each Owner automatically becomes a member of the Association.

The Association shall consist of the Owners, each of whom shall be entitled to cast one (1) vote for each Lot owned, and the Declarant, which will be entitled to 151 votes, less the total number of Lots which have been conveyed. The Declarant shall not be permitted to cast any votes held by it for unsold Lots, parcels, units or interests in order to amend the Declaration of Covenants, Easements and Restrictions, Bylaws or any other document for the purpose of changing the permitted use of a Lot, parcel or interest subject to the Declaration, or for the purpose of reducing the Homeowner Common Areas and Facilities conveyed to the Association.

The Board of Trustees of the Association has the power in its discretion to designate portions of the Homeowner Common Areas and Facilities as "reserved" and to grant reserved rights to the Association, to the Country Club and/or to any or fewer than all of the Owners in such Reserved Homeowner Common Areas and Facilities.

Copies of the Declaration of Covenants, Easements and Restrictions, Certificate of Incorporation and Bylaws of the Association are attached as exhibits to or incorporated within this Public Offering Statement. These documents contain additional powers, restrictions and rights for Owners, the Declarant, and the Association as pertain to the Homeowner Common Areas and Facilities.

#### Control of Operation and Management of the Homeowner Common Areas

The property, affairs and business of the Association shall be managed by initially a four person Board of Trustees and thereafter a seven person Board of Trustees ("Trustees"). Initially, the Trustees shall be appointed by the Declarant. Within sixty (60) days after the conveyance of 25% of all of the planned Lots in the entire Development to an end user, i.e. not a conveyance

to a builder or developer for use in its trade or business (38 of the planned 151 Lots), the Owners other than the Declarant shall elect two persons to serve on the Board which will consist of seven (7) members. Within sixty (60) days after the conveyance of 50% of all of the planned Lots in the entire Development to an end user, i.e. not a conveyance to a builder or developer for use in its trade or business (76 of the planned 151 Lots), the Owners other than the Declarant shall elect three persons to serve on the Board. Within sixty (60) days of the conveyance of 75% of all of the approved Lots in the entire Development to an end user (defined as aforesaid) (114 of the planned 151 Lots), the Owners other than Declarant shall elect the entire Board, except that the Declarant may elect to retain one member of the Board for so long as any Lots remain unsold to an end user. When a member of the Board who has been elected by Owners other than the Declarant is removed or resigns that vacancy shall be filled by an Owner other than the Declarant. The Declarant may surrender control of the majority of the Board prior to the time specified above, provided the Owners agree by majority vote to assume control. Due to economic conditions, it may be an extended time before the Owners assume majority control of the Board. Nothing contained herein to the contrary shall serve to exculpate members of the Board appointed by the Declarant from their fiduciary responsibilities.

As discussed in this Public Offering Statement with regard to the operation of the Country Club, same will be operated as a separate entity - i.e. the Stanton Ridge Golf and Country Club, Inc. with its own regulations as to membership, etc. and, again, with certain priorities given to Owners of Lots within the Stanton Ridge Development to become full members or other classes of members. The Stanton Ridge Golf and Country Club management shall not be made up of any members of the golf club or of any of the "third person" Owners of any Lots within the Stanton Ridge Development.

### Proposed Budget and Annual Assessment

A copy of the proposed budget for the operation and maintenance of the Homeowner Common Areas and Facilities operated by the Association is set forth as Exhibit 7 to this Public Offering Statement. The budget, including specifically the annual amount set aside for reserves and replacements of the Homeowner Common Areas and Facilities, is set forth to show estimates of income and expenses for the Association based upon full occupancy of the entire development (151 Lots).

Although not anticipated at the present time, the Declarant may in its sole discretion subsidize the Association's budget to the extent that actual incurred expenses exceed the total amounts received from Owners, which subsidy may be terminated unilaterally at any time. It is not the Declarant's intent to subsidize budget deficits which are beyond its control. Subsidies will not be provided for the purpose of artificially reducing assessments payable by Owners other than the Declarant during the period of the Declarant's control of the Board. The foregoing statement is made in compliance with *N.J.A.C. 5:26-8.7(b)* which provides that no budget prepared by the Declarant or by the Board while under the control of the Declarant shall contain any payment or subsidy by the Declarant that artificially influences the assessment, unless the details are fully disclosed in the Public Offering Statement to the satisfaction of the Department of Community Affairs of the State of New Jersey.

This proposed budget is not intended, nor should it be considered as a guarantee or warranty of the projected annual assessments. The Declarant's obligation to contribute to the Association budget shall not at any time exceed its share of the amount necessary to set aside reasonable reserves and to pay for actually and reasonably incurred Common Expenses, nor shall it exceed the amount necessary to underwrite any cash deficit of the Association after payment of all assessments by the Owners. The Declarant's responsibility, if any, to contribute



to the Association budget shall conform to the requirements of the Planned Real Estate Development Full Disclosure Act regulation 8.6b, *N.J.A.C. 5:26-8.6(b)*) which states that "when the Association has made a common expense assessment, the assessment shall be assessed against the Lots individually owned and under development in proportion to the benefit derived by the Lot from the items included in the budget."

A prospective purchaser should be aware that a lot owner in the Development will have to pay assessments whether such purchaser constructs a dwelling house on the lot he purchased or not.

While the Declarant maintains a majority of the Board of the Association, it shall have annual audits of the Association funds prepared by an independent certified public accountant, copies of which shall be delivered to each Owner within 90 days of the expiration of the fiscal year of the Association. The audit shall cover the operating budget and reserve accounts. Additionally, while the Declarant maintains a majority of representation on the Board of the Association, it shall post a fidelity bond or other guarantee acceptable to the Department of Community Affairs of the State of New Jersey, in an amount equal to the annual budget. For the second and succeeding years, the bond or other guarantee shall include accumulated reserves.

The Board of the Association may also levy, on a yearly basis, a special assessment of up to ten percent of the annual budget without Owner approval. Special assessments can be levied in order to defray the cost of capital improvements connected with the Homeowner Common Areas and Facilities or easement areas. Special assessments in excess of ten percent of the annual budget which are levied by the Association must be approved by at least two-thirds of the Owners in good standing. While the Declarant maintains a majority of the Board, it shall make no additions, alterations, improvements or purchases not contemplated in this Public

Offering Statement which would necessitate a special assessment or a substantial increase in the regular assessment unless required by a government agency, title insurance company, mortgage lender or in the event of an emergency.

Management and Service Contract and Relationship  
Between Developer and Management Firm

A copy of the proposed management contract between Association and Edge Ventures, a New Jersey limited partnership, is attached as Exhibit 8 to this Public Offering Statement.

Edge Ventures is a New Jersey limited partnership whose general partner is Neil I. Van Cleef, one of the partners of Stanton Properties, one of the general partners of the Declarant.

The proposed management agreement entered into between the Declarant and the Association shall be limited to one year's duration and shall not be renewed for periods in excess of one year so long as the Declarant maintains a majority of the Board of the Association. The Association may, at the expiration of any one year period, terminate any further renewals or extensions thereof. The Management Agreement also provides that it may be terminated by the Association or by Edge Ventures at any time, with or without cause, upon the giving of ninety (90) days' prior written notice. The management company in sum shall have the following duties and functions on behalf of the Association: 1) hire and supervise personnel; 2) ascertain the general condition of the Development; 3) investigate complaints of and take care of requests of homeowners; 4) collect the assessments and account for same; 5) see to it that the Common Areas and Facilities are kept in repair and are maintained and see to it that all governmental requirements are complied with; 6) contract for necessary services for the Common Areas and Facilities; 7) handle insurance matters; 8) pay the accounts payable; 9) maintain records and accounts; and 10) help prepare the annual budget with the Association's accountants.

The effect on each purchaser of the Management Agreement would be that part of the annual budget for the Association includes management fees payable to Edge Ventures pursuant to said Management Agreement which is stated to be \$1,000.00 per month.

#### Declaration of Covenants, Easements and Restrictions

A copy of the Declaration of Covenants, Easements and Restrictions ("Declaration") is attached as Exhibit 9 to this Public Offering Statement. Attached as Exhibit 10 are the Bylaws of the Stanton Ridge Homeowners Association, Inc. The Certificate of Incorporation of the Association is attached as Exhibit 11. Owners will take title to their Lots subject to the covenants, easements and restrictions set forth in the Declaration and subject to the Bylaws and Certificate of Incorporation of the Association. Also, attached to this Public Offering Statement as aforesaid explained as Exhibit 1 which is the Lease between Stanton Golf Properties and Stanton Ridge Golf and Country Club, Inc. Also attached as Exhibit 12 is the Certificate of Incorporation of Stanton Ridge Golf and Country Club, Inc. and attached hereto as Exhibit 13 are the Bylaws of the Stanton Ridge Golf and Country Club, Inc. Again, as explained throughout this Public Offering Statement, the Country Club Areas and Facilities are not the same as the Common Areas and Facilities in accordance with the Declaration. The Declaration will be recorded in the Hunterdon County Clerk's Office together with a copy of the Bylaws as an exhibit prior to the conveyance of the first Lot from Declarant to a third person.

#### Restrictions on Occupancy, Alienation and Alteration

All Owners must comply with the terms of the Declaration and the Association Bylaws, as well as any rules or regulations which may be adopted by the Association.

The following is a summary of the covenants and restrictions contained in the Declaration relating to the use and occupancy of all Lots in the development, the right of alienation and right of alteration of all Lots in the Development. Any person interested in purchasing a Lot should

review carefully the Declaration's covenants and restrictions to insure that the Development meets their needs and anticipated uses. The Declarant or Association, through the Board or an appropriate committee, may enforce these covenants and restrictions and any Owner may start a suit at law or equity to enforce these covenants and restrictions against any other Owner. The Declaration expressly provides that none of the provisions of the Declaration, including the protective covenants and restrictions, 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 which may occur. Capitalized terms in the following summary of covenants and restrictions have the meaning set forth in the Declaration and Article and Section Numbers refer to those in the Declaration:

(a) No lot, except those owned by Declarant, shall be used for any purpose other than as a private residence. No garage sale, moving sale, rummage sale or similar activity and no trade or business may be conducted in or from any Lot or residential dwelling.

The terms "business" and "trade," as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit, or (iii) a license is required therefor.

Despite the foregoing, the leasing or sale of the residential dwelling of the Owner shall not be considered a trade or business within the meaning of this Section. This provision shall not apply to any activity conducted by a builder with approval of the Declarant, with respect to its development and sale of the Property or of Lots or its use of any residential dwelling which

it owns or leases within the Stanton Ridge Development including the operation of the County Club Areas and Facilities.

(b) No portion of the Property shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be noxious to the eye; nor shall any substance, thing, or material be kept upon any portion of the Stanton Ridge Development that will emit foul or noxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of the Property. No noxious, illegal or offensive activity shall be carried on upon any portion of the Property, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to the Owners or occupants of Lots. There shall not be maintained any plant(s) or animal(s) or device(s) or thing(s) of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, illegal or of a nature as may diminish or destroy the value or enjoyment of the Property. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted within the Property. No unlawful use shall be made of any Lot, and all laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereover shall be observed.

(c) Each owner shall maintain his or her Lot and all structures, parking areas and other improvements comprising the Lot including mowing the grass on a regular basis in accordance with sound agricultural standards; removal of fallen leaves; and other usual and customary maintenance standards. Owners of Lots adjacent to any roadway within the Property shall maintain driveways serving their respective Lots, whether or not lying within the Lot boundaries. Owners of Lots abutting the bank or water's edge, or a portion of the Homeowner Common Areas and Facilities and/or the Country Club Areas and Facilities abutting the bank or water's edge, of any pond or stream, except designated wetlands, within the Property shall

maintain all landscaping between the Lot boundary and such bank or water's edge; provided there shall be no right to remove trees, shrubs or similar vegetation from this area without prior approval of the Board or the Architectural Review Committee and any governmental authority having jurisdiction thereof.

All maintenance required by this Section 10.1(c) shall be performed in a manner consistent with all applicable covenants and any rules and regulations promulgated by the Association Board unless such maintenance responsibility is otherwise assumed by the Association or the Country Club. In addition to any other enforcement rights available to the Association, if any Owner fails properly to perform his or her maintenance responsibility, the Association may perform it and assess all costs incurred by the Association against the Lot and the Owner thereof in accordance with the provisions of Article IX, Section 9.3(b) hereof; provided however, except when entry is required due to an emergency situation, the Association shall afford the Owner reasonable notice and an opportunity to cure the problem prior to entry.

(d) No part of any Lot or the Homeowner Common Areas and Facilities shall be used or maintained as a dumping ground for rubbish, trash, new or used lumber, metal, scrap, garbage, brush, leaves, mulch piles, or other waste. Accumulations of rubbish, trash, lumber, metal, scrap, garbage, brush, leaves or mulch piles or other wastes shall not be kept except in sanitary containers or trash bags which shall be kept in a clean and sanitary condition. Containers or trash bags as may be required by the regulations of the collecting agency shall be placed streetside only on collection days and only in accordance with the regulations of the collecting agency. Such containers shall be removed promptly after garbage, trash and rubbish is removed.

(e) No animals, livestock, poultry, or reptiles of any kind shall be raised, bred or kept on any Lot or on the Homeowner Common Areas and Facilities except that, subject to the

provisions of Section 10.1(b) hereof, common household pets are permitted provided they are not kept, bred or maintained for any commercial purpose. Household pets may not roam unleashed, except within fenced areas on a Lot. Pet owners shall curb their pets and shall pick up and properly dispose of any pet droppings.

(f) No hunting, trapping, killing or interference with wildlife coming onto or on the Stanton Ridge Development shall be permitted, except as may be required or permitted by the Declarant during the construction period of the Stanton Ridge Development or except for reasons of health and/or safety with the prior written approval of the Board.

(g) A single "for sale" or "for lease" sign shall be permitted on any Lot or residential dwelling being offered for sale or for lease, provided it conforms to the design, size, height, color, lettering, copy and post detail as required by the Architectural Review Committee. No other signs of any kind shall be erected on the Lots or any other portion of the Property, including any residential dwelling if visible from outside the residential dwelling, without the written consent of the Architectural Review Committee, except entry, regulatory, informational and directional signs installed by or permitted by the Declarant or the Board. If permission is granted to any person to erect a sign on any Lot or any other portion of the Property, the Architectural Review Committee reserves the right to restrict the design and placement of such sign. The Board, the Country Club and the Declarant shall have the right to erect signs as they, in their discretion, deem appropriate. Except as provided above, no signs, banners or similar items shall be permitted to be displayed or posted on the Lots or Property. Any sign permitted hereunder must also comply with Readington Township ordinances and other applicable law. Any sign in violation of this Section 10.1(g) may be removed by the Declarant or the Architectural Review Committee without notice.

(h) No wall, hedge, grading, shrub, planting or structure more than twelve (12) inches above the street centerline shall be erected, maintained or permitted within the sight triangle easements as shown on plans or instruments filed or recorded in the office of the Hunterdon County Clerk, except for street signs, mail boxes, fire hydrants and light standards.

(i) No trees shall be removed, except for diseased or dead trees and trees needing to be removed to promote the growth of other trees or for safety reasons, unless approved by the Architectural Review Committee and any governmental authority with jurisdiction over Lots within the Development. In the event of any intentional or unintentional violation of this provision, the violator may be required by the Architectural Review Committee to replace the removed tree with one or more comparable trees of such size and number, and in such locations as the Architectural Review Committee may determine necessary, in its sole discretion, to mitigate the damage. The prior approval of the Declarant shall also be required for the removal of any tree on any Lot or any other portion of the Property for so long as the Declarant owns any Lots.

(j) No clothes poles, lines or clothes trees shall be installed or maintained, nor shall any laundry or other thing be hung out to dry outside on any Lot or elsewhere on the Property. The Owner of each Lot shall not cause or permit any clothes, blankets or laundry of any kind to be hung or displayed on the outside of windows or placed outside windowsills, walls, balconies, or decks of a residential dwelling on any Lot.

(k) No window or through-wall air conditioning unit shall be permitted on any Lot unless specifically approved by the Architectural Review Committee. Compressors and fans for central air-conditioning systems which are located outside of a residence or building shall be adequately walled, fenced or landscaped to prevent any unreasonable noise and visual disturbance therefrom and are subject to review and approval by the Architectural Review Committee. Despite the foregoing, the restrictions contained in this Section 10.1(k) shall not



apply to any units, compressors or fans installed by Declarant or installed by any builder with the approval of the Declarant or the Architectural Review Committee, or any comparable replacement thereof installed by an Owner in the same location as originally installed by the Declarant or approved by the Declarant or the Architectural Review Committee.

(l) Easements for installation and maintenance of utilities and drainage or irrigation facilities and cable television may be reserved as shown on plans or instruments filed or recorded in the Hunterdon County Clerk's Office. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of any of these facilities or utilities, or which may change the direction or flow of drainage channels in the easements or which may obstruct or retard the flow of water through surface and subsurface drainage channels in the easements.

(m) No Owner or occupant shall build, plant, permit or maintain any matter or thing upon, in, over or under the Homeowner Common Areas and Facilities or within the conservation easements, except as may be permitted by the Board and the applicable governmental agencies.

(n) No Owner or occupant shall burn, chop or cut vegetation, trees or similar matter in the Stanton Ridge Development, except as otherwise expressly permitted by the Rules and Regulations or a Design Criteria and Guidelines Manual that may be adopted by the Board.

(o) No Owner shall do or permit anything to be done which will in any way interfere with or otherwise hinder the use or operation of the Country Club Areas and Facilities.

(p) The Board shall have the authority to make and to enforce standards and restrictions governing the use of the Stanton Ridge Development in addition to those contained herein. Such standards and restrictions shall be binding upon all Lots, Owners and occupants

until and unless overruled, cancelled or modified by a majority of the Owners in a regular or special meeting of the Association held pursuant to the Bylaws.

(q) If any Lot or the improvements thereon are damaged or destroyed by fire or any casualty, then the Owner shall be obligated to rebuild or repair such damage or destroyed portions of the Lot in conformance with the original plans and specifications or if adherence to such original plans and specifications is impracticable, then, upon written approval from the Board, in conformance with revised plans and specifications provided such repairs or rebuilding shall be of a quality and kind substantially equivalent to the original construction.

(r) For a period of ten (10) years after the date of recordation of the first deed conveying title to a Lot within the Development from the Declarant to an Owner, no Owner nor his successors nor assigns, shall seek to obtain any zoning change, modification or variance for a Lot or any part thereof or residential dwelling thereon without the prior written consent of the Declarant. In any event, for the duration of this Declaration, no Lot shall be subdivided or its boundary lines changed except with the prior written approval of the Board. Declarant, however, hereby expressly reserves the right to consolidate, replat, subdivide, or resubdivide any Lots owned by it. Any such division, subdivision, resubdivision, boundary line change, or replatting shall not be in violation of the applicable subdivision and zoning regulations. No Lot shall be made subject to any type of timeshare or similar program whereby the right to exclusive use of the Lot rotates among members of the program on a fixed or floating time schedule over a period of years.

(s) No Owner or occupant shall dump grass clippings, leaves or other debris, petroleum products, fertilizers or other potentially hazardous or toxic substances, whether intentionally or unintentionally, onto any Lot or in any drainage ditch, stormwater inlet, stream, pond or lake on the Property.

(t) No on-site storage of gasoline or other fuels shall be permitted on any Lot or on the Homeowner Common Areas and Facilities except that up to five (5) gallons of fuel may be stored within each Lot for emergency purposes and for operation of lawn mowers and similar tools or equipment. The Association and the Country Club shall be permitted to store fuel for operation of maintenance vehicles, generators and similar equipment. Despite this provision, underground fuel tanks for storage of heating fuel for dwellings, pools, or gas grills may be permitted if approved by the Declarant or the Architectural Review Committee.

(u) The Board or the Architectural Review Committee may, in its sole discretion, establish rules and regulations governing the permissible or required interior window coverings visible from outside of the residential dwellings.

(v) Except for lights installed by the Declarant or builder in initial construction, or replacements thereof, and except for traditional holiday decorative lights, which may be displayed for one (1) month before and one (1) month after any commonly recognized holidays for which such lights are traditionally displayed, all exterior lights must be approved by the Architectural Review Committee prior to installation or use in accordance with standards, rules, and regulations established by such Architectural Review Committee.

(w) No use of the wetlands, ponds, streams, or other bodies of water within the Homeowner Common Areas and Facilities, if any, shall be permitted without prior approval of the Board. No use of the wetlands, ponds, streams, or other bodies of water within the Country Club Areas and Facilities shall be permitted without the prior approval of the Country Club. The Association and Country Club shall not be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of wetlands, ponds, streams, or other bodies of water within or adjacent to the Property.

(x) No jungle gym, swing sets or similar play equipment shall be erected or installed on any Lot without prior written approval of the Board or Architectural Review Committee. Any playground or other play areas or equipment furnished by the Association or erected on the Property shall be used at the risk of the user, and the Association shall not be held liable to any person for any claim, damage, or injury thereon or related to use thereof.

(y) No residential dwelling on any Lot shall be occupied by more than one single family. For purposes of this restriction, a single family shall be defined as any number of persons related by blood, adoption or marriage living with not more than one (1) person who is not so related as a single household unit, or no more than two (2) persons who are not so related living together as a single household unit, and the household employees of either such household unit.

Vehicles shall be parked only in the garage or driveway serving a residential dwelling on a Lot or in such other paved areas as have been approved by the Board for parking vehicles. A maximum of two "occupant vehicles" may be parked outside of the garage serving a Lot. Parking shall be permitted on public streets in accordance with applicable law. Garage doors visible from any street within the Property shall remain closed except during ingress or egress or when the garage is actively being used by the Owner or occupant.

Members of the Country Club and permitted members of the public shall have the right to park their vehicles on the boulevards and streets located within the Development in accordance with applicable law and at reasonable times before, during, and after golf or tennis tournaments and other similar functions held by or at the Country Club.

Commercial vehicles, vehicles with commercial writing on their exteriors, vehicles primarily used or designed for commercial purposes, tractors, mobile homes, recreational vehicles, trailers (either with or without wheels), campers, camper trailers, boats and other watercraft, and boat

trailers shall be parked only in enclosed garages or areas, if any, designated by the Board. Stored vehicles and vehicles which are obviously inoperable or do not have current operating licenses shall not be permitted on the Property except within enclosed garages. The Declaration has definitions for what constitutes "vehicles that become inoperable" or "stored vehicles". These covenants do exclude service and delivery vehicles being parked on the Property for such period of time as is reasonably necessary to provide service or to make a delivery to a residential dwelling or the Homeowner Common Areas and Facilities or Country Club Areas and Facilities. A vehicle in violation of the parking covenants that is parked may be towed in accordance with the Bylaws or Rules and Regulations adopted by the Board. As to golf carts, same shall not be operated within the Homeowner Common Areas and Facilities or the Lots other than as may be authorized by the Country Club and the Association. No golf carts shall be operated within the Country Club Areas and Facilities other than as may be authorized by the Country Club.

The Board of the Association shall appoint an Architectural Review Committee ("ARC"). Any Owner desiring to add or construct any structure or to make an exterior change to any building or provide landscaping on his or her Lot must first submit a written application to the ARC. The ARC's jurisdiction includes buildings, carports, walls, sheds, fences, in-ground pools, porches, patios, decks, awnings, shutters, antennae, playhouses and any other structures erected on the Lot. Once the Declarant has turned over control of the Association, notice shall be given to all Owners within 100 feet of the Lot of any application to modify existing construction, and such other notice must be given as ARC may require. The application shall be in such form and detail as directed by the Board or ARC. If ARC fails to approve, modify or disapprove in writing the application within thirty (30) days of its submission, approval shall be deemed granted. Any party deemed by the Board to have standing as an aggrieved party may

file an appeal within 30 days of an adverse decision to the Board of the Association which may affirm, modify or reverse such decision by a majority vote of the Board.

The Board may also establish a Covenants Committee, which shall carry out activities designed to enhance visual harmony and soundness of repair in the Development; avoid activities deleterious to the aesthetic or property values of the Development; further the comfort of Owners, their guests, invitees, and tenants; and promote the general welfare and safety of residents of the Development. If established, among other powers as set forth in the Bylaws, the Covenants Committee shall have the power to issue a cease and desist order to an Owner, guest, invitee or lessee whose actions are inconsistent with the Governing Documents. The Covenants Committee may also be empowered by the Board to impose fines for such violations.

The Association may, but shall not be obligated to, maintain or support certain activities within the Development designed to make the Development safer than they otherwise might be. Neither the Association, Declarant, or any successor Declarant shall in any way be considered insurers, or guarantors of security within the Property. Neither the Association, the Declarant, nor any successor Declarant shall be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken. Each Owner or occupant of a residential dwelling, and each tenant, guest and invitee of an owner, as applicable, acknowledge that the Association, its Board and committees, Declarant or any successor Declarant are not insurers and that each Owner and occupant of any residential dwelling and each tenant, guest and invitee of any Owner assumes all risks for loss or damage to persons, to residential dwellings, and to the contents of residential dwellings and further acknowledge that the Association, its Board and committees, Declarant, or any successor Declarant have made no representations or warranties nor has any Owner, occupant, tenant, guest or invitee relied upon any representations or warranties, expressed or implied, including any warranty of

merchantability or fitness for any particular purpose, relative to any fire and/or burglar alarm systems or other security systems recommended or installed or any security measures undertaken within the Development.

The Association and the Country Club shall not be liable for injury or damage to any person or property caused by the elements, any Owner, or any other person or resulting from electricity or water, snow or ice upon which may leak or flow from any portion of the Homeowner Common Areas and Facilities or from any portion of the Country Club Areas and Facilities from any pipe, drain, conduit, appliance or equipment. The Association shall not be liable to any Member for loss or damage, by theft or otherwise, of articles from any part of the Homeowner Common Areas and Facilities.

All lease agreements between an Owner and a tenant must be in writing and must provide that the lease is subject to the Declaration, the Bylaws and the rules and regulations. All leases must provide that any failure by the tenant, guests or invitees to comply with all of the Governing Documents shall be a material default under the lease and be grounds for termination and eviction. As more particularly set forth in the Declaration, the Owner of a Lot shall be liable for a tenant's failure to comply with the Declaration, Bylaws or any rules or regulations adopted by the Board. All leases shall also give the Association the right to collect from the tenant any assessment not paid by the Owner and, provided that the assessment does not exceed the rent paid by the tenant, the tenant can deduct this payment from his rent. No lease shall be less than one year. Copies of all leases must be provided to the Association, and the Board may require that all leases contain specific provisions regarding the foregoing requirements.

No person shall use the names "Stanton Ridge," "Stanton Ridge Development" or "Stanton Ridge Country Club" or any derivatives thereof in any printed or promotional material without the express written consent of the Declarant. However, an Owner may use the foregoing

names in printed or promotional material where such name is used solely to specify that particular property is located within the Stanton Ridge Development and the Association and the Country Club shall be permitted to use the names "Stanton Ridge," "Stanton Ridge Development" and "Stanton Ridge Country Club."

#### Documents Received by an Owner at Closing

Owners shall receive a Bargain and Sale Deed with Covenants against Grantor's Acts to the individual Lot by reference to a lot and block on the filed map and a metes and bounds description, if requested by the Owner. The metes and bounds description is to be paid for as an additional charge by the Owner to the surveyor or engineer who prepared the survey. In addition, an affidavit of title will be delivered to the Owner, such affidavit of title to contain such information regarding the partnership status of Declarant including a statement regarding the authority of the partner executing the deed conveying title of Lots of the Development to Owners. A copy of the Deed is attached to this Public Offering Statement as Exhibit 14 and a copy of the proposed affidavit of title is attached hereto as Exhibit 15. The title policy will be obtained by a new owner of a lot, a specimen of which is attached hereto as Exhibit 15A to this Public Offering Statement. Since various Owners will engage various different builders to construct houses or various builders who have purchased Lots within the Development will make their own arrangements with various purchasers of their respective Lots, these contracts are subject to negotiation between such owners or purchasers and such builders.

The Declarant reserves the right to agree to modifications of the standard form of the Agreement of Sale with a particular prospective purchaser without any obligation to obtain approval from any other Owners or to offer the same or similar modifications to any other prospective purchaser. The Agreement of Sale to such prospective purchaser by Declarant for a Lot will provide that the purchaser is obligated to hookup his utilities to the Lot and also drill



a well for potable water purposes within the Lot all at the prospective purchaser's own cost and expense. The utilities shall include the sanitary sewer disposal service as set forth in this POS.

#### Downpayments and Deposits

All downpayments and other monies paid by purchasers to the seller prior to closing will be deposited in a trust account located at United Jersey Bank/Central, N.A., 90 Nassau Street, Princeton, New Jersey 08542, No. 403-9616 to be held in escrow by McCarthy and Schatzman, P.A., 228 Alexander Street, P.O. Box 2329, Princeton, New Jersey 08543-2329, attorneys for the seller. The deposit money shall be held in escrow as provided until closing of title or termination of the agreement of sale. The deposit monies will not earn any interest.

#### Encumbrances, Easements and Restrictions

The Stanton Ridge Development is located in the RR (Rural Residential) zone of Readington Township. The principal permitted use in this zone are single family homes on three acres. This zone surrounds the subject property as well, except to the northwest where the zone is SSR (Steep Slope Residential) which is basically a five acre minimum size lot for single family residential dwellings. The use of the adjoining lands are residential and farming.

There are easements affecting Lots in the Development which run in favor of the public utility companies and to Readington Township; rights of others in and to any brook flowing across any Lot; the matters shown on any filed map(s) filed in the Hunterdon County Clerk's Office for the Development. These easements and other matters would not significantly affect the purchaser of a proposed Lot in order for that purchaser to construct a single family dwelling on said Lot.

There are various mortgages encumbering the Property: (1) one held by G. Stanley Bohlander and Florence Bohlander recorded in Mortgage Book 853, Page 904; (2) another held by United Jersey Bank/Central, N.A. recorded in Mortgage Book 975, Page 83 together with the

UCC1 filed in the Hunterdon County Clerk's Office and the Secretary of State's Office and with a Collateral Assignment of Development Approvals etc. recorded in Deed Book 1070, Page 83; (3) one held by Grand Pacific Finance Corp. recorded in Mortgage Book 991, Page 86; (4) another held by Hua Nan Commercial Bank, LTD, New York Agency, recorded in Mortgage Book 1011, Page 859 (note: affects the golf course area facilities only); and (5) one held by John A. Bertrand *et al.*, recorded in Mortgage Book 1013, Page 736. These mortgages have provisions for releases for release of each Lot to be purchased by a prospective purchaser from the lien of same upon payment of a specified fee or some of the mortgages will be cancelled of record in their entirety prior to the conveyance of the first Lot to a prospective purchaser. Additionally, the mortgages may be cancelled later in time, but at any rate a prospective purchaser will take title to his Lot free and clear of the lien of any of the hereinabove stated mortgages.

Numerous other easement rights in favor of the Owners, the Association, the Declarant, utilities, government personnel, the Country Club and lenders with respect to the Property, including the Lots and the Homeowner Common Areas and Facilities are created or reserved in the Declaration as well as restrictive covenants, which is attached as Exhibit 9 to this Public Offering Statement.

#### Adverse. Natural or Man-Made Forces

Natural forces affecting the property are weather forces common to most areas of central New Jersey. Regular rainfall and snowfall is experienced at the site. Greater forces, such as hurricanes occur only occasionally. Use or enjoyment of each Lot in the Development should seldom be adversely affected. The Holland Brook and its tributaries run through the Development and they are not designated as a flood hazard area by HUD. To the best of Declarant's knowledge, no portion of the Development is regularly or periodically subject to

natural forces that would tend to adversely affect the use or enjoyment of the Development. All buildings will be constructed on land with proper load-bearing capacity.

As for man-made forces affecting the site, there is a private landing strip adjoining the Development on the easterly side. This strip is located in Block 45, Lot 5 on the Tax Map and is restricted for the private use of the Owner. Planes fly over the Development and it is expected that the noise will be heard on the Property. Solberg Airport, a general aviation airport for light planes, is located approximately 3 miles east of the Development. To the best of Declarant's knowledge, there are no regularly scheduled flight paths which cross over the Development. Public Service Electric and Gas Company has an easement through the latter phases of the Development (Phases V and VI). This utility maintains overhead electrical transmission lines through this easement. The Development is designed so that the easement runs through golf course property and homes on Lots adjacent to the transmission lines will be located in excess of 400 feet from the lines.

The Lots in the Development are located adjacent to or in close proximity to the Stanton Ridge Golf and Country Club. Purchasers should be aware that owning property adjacent to or in close proximity to a golf course involves certain risks which may have an effect on the purchaser's enjoyment of the Lot. Such risks may include (as examples and not as a limitation on the generality of such risks) golf balls being hit onto purchaser's Lot, with the potential of causing bodily injury or physical damage to property, and golfers coming onto purchaser's Lot to look for errant golf balls. (Pursuant to certain easements set forth in the Declaration to which all Owners of Lots are subject, golfers are entitled to retrieve errant golf balls from Lots in the Development.) All purchasers expressly assume such risks and agree that neither the Country Club nor the Declarant nor the Association nor any other entity owning, leasing or managing the golf course shall be liable to purchaser or anyone else claiming any loss or damage, including,

without limitation, indirect, special or consequential loss or damage arising from personal injury, destruction of property, trespass or any other alleged wrong or entitlement to remedy based upon, due to, arising from or otherwise related to the proximity of purchaser's Lot to the golf course, including, without limitation, any claim arising in whole or in part from the negligence of Declarant, the Country Club, the Association or any other entity owning, leasing or managing the golf course. Purchasers shall indemnify and hold harmless the Country Club, the Association and any other entity owning, leasing or managing the golf course against any and all such claims, losses or damages by purchaser, purchaser's guests, invitees or licensees with respect to the above. Nothing herein shall restrict or limit any power of Declarant, the Country Club, the Association or any entity owning, leasing or managing the golf course to change the design of the golf course, and such changes, if any, shall not nullify, restrict or impair purchaser's covenants and duties contained in the Declaration.

Attached hereto as Exhibit 16 is a special notice to purchaser which purchaser should read regarding the workings of the sewage treatment plant as explained in this POS. This notice is required to be brought to the attention of each and every purchaser by the Department of Environmental Protection and Energy of the State of New Jersey as a condition for the issuance of permits to the Declarant to construct and operate the said treatment plant. As set forth in the Declaration there are easements in favor of the Association to discharge the effluent into the Country Club Areas and Facilities or on parts of Lots to be owned by purchasers. Additionally the entity owning, managing or leasing the Country Club Areas and Facilities will not have to pay any charges to the Association for treatment of sewage generated by these facilities because of this easement. In addition, in accordance with site plan approval and other approvals granted for the Development, the sewage treatment facility will be properly landscaped and proper safety equipment will be installed. This facility will be completed as stated aforesaid on or about

November 1, 1993, but in any event prior to the issuance of the first certificate of occupancy to be issued by Readington Township for a home to be constructed on any one of the Lots in the Development.

Readington Township is a so-called "Tier 1" community with respect to the presence of radon. Certain mitigation requirements may be necessary if there is a presence of radon beyond recommended levels that a prospective purchaser may have to undertake at his cost when said purchaser constructs the dwelling house on the lot.

#### Real Estate Taxes

In 1990, the tax rate for the local real property tax for Stanton Ridge (in terms of tax per \$100 of assessed valuation) was 1.44 based on 100% average ratio of assessed to true value. In 1991 the tax rate was 1.59 based on an equalization ratio of 98.73%. In 1992 the equalization ratio was 94.24% with the rate of a 1.85. Based on a lot sales price (land only) of \$225,000 in 1990 the taxes would have been \$3,240; in 1991 \$3,530; and in 1992 \$3,922. These numbers have been rounded off. Of course, any improvements constructed on the Lot will necessitate the Township of Readington adding an added assessment for new construction based upon when the house was substantially completed. The purchaser may contact the Readington Township Tax Assessor to determine the actual property taxes applicable to his or her home or the unimproved Lot.

The lands included within the Development have been assessed as farmland by the Township of Readington. These will and have lost farmland status and "rollback" taxes have been assessed against the lands or will be assessed against the lands that comprise that portion of the Development being improved in accordance with law. Seller-Declarant will be responsible to pay all such rollback taxes affecting each Lot prior to closing.

The Declarant is unaware of any other existing or proposed special taxes or assessments which might affect the Development. If any special taxes or special assessments are assessed prior to closing, the special tax or special assessment will be the sole responsibility of the seller of the Lot.

Closing Costs Charged by the Seller and  
Payable by the Purchaser

The Purchaser of a Lot is required at the time of closing to pay to the Association a nontransferable and non-refundable "Capital Contribution", equivalent to one-quarter of the annual Association common expense assessment. At the present time this is calculated to be \$291.00. Subsequent purchasers are also required to pay a non-refundable Capital Contribution equivalent to one-quarter of the annual Association common expense assessment at the time of purchase. The purchaser is also required to pay the portion of the Association assessment pro-rated from the date of closing to the end of the calendar quarter or other applicable Association assessment period. The requirement to pay a "Capital Contribution" does not apply to the Declarant or any builder who purchases a Lot solely for the purpose of constructing a dwelling thereon for resale.

If the purchaser contracts with the Declarant to purchase an unimproved Lot or a builder who will sell a Lot together with a house to be constructed thereon in accordance with agreements reached between purchaser and said builder, the seller and the purchaser will adjust real estate taxes and Association charges at the closing and the purchaser will pay the seller his or her allocable portion of such items for the period for which the seller has prepaid such items. Purchasers will be responsible for fees and expenses of purchasers' own attorney; cost of title searches, examination and title insurance; and the fee to record purchaser's Notice of Settlement, Deed and Mortgage, if any, in the Hunterdon County Clerk's Office.

Purchasers who obtain mortgages will assume the payment of all expenses thereto, which will generally consist of some or all of the following: points and/or an origination fee, credit investigation fee, loan application and/or loan processing fee, bank's attorney's fees, and mortgage recording fees. The total of such additional costs will vary with the date of execution and the requirements of the particular lender. All such rates are subject to change. The purchaser will reimburse the Declarant for a survey in the sum of \$500.00, if Purchaser requests a survey from Declarant. Charges for metes and bounds descriptions and stakes and other markers - monuments for the property being purchased will be paid separately, if requested by the purchaser, to the surveyor-engineer who prepared the survey.

Purchasers are advised that mortgage lenders often require payments at closing for escrow advances on the real estate taxes, insurance and/or Association charges. Since purchasers may be obtaining mortgages from various sources, purchasers should ascertain prior to closing the amounts of such advances required by the proposed mortgage lender.

#### Warranties

The warranties provided are set forth in the Sales Agreement to be signed by the purchaser and they are reiterated here as follows (where seller set forth hereinafter is Declarant-Developer): The warranties and remedies provided herein (sometimes referred to in the Agreement as "Warranties and Remedies"), constitute the exclusive Warranties and Remedies to be made available by Seller. Seller, as Developer of the site improvements, warrants that all drainage of the lot in its natural state is proper and adequate (although Buyer is responsible to file a grading plan with Readington Township for the lot at Buyer's own cost and expense which plan will show the grading after the dwelling house is constructed and thus shows the draining of the lot thereafter) and that all off-site improvements are free from defects for a period of one year from the date of construction. *N.J.A.C. 5:26-7.1(b)*. Developer warrants that all lots are fit

for their intended use for a residential dwelling house to be built thereon. *N.J.A.C. 5:26-7.1(c)*. Developer-Seller warrants that the construction of the Common Property for a period of two years from the date of the completion of each portion of the Common Property. *N.J.A.C. 5:26-7.2(a)*. Developer also warrants that the Common Property is fit for its intended use. *N.J.A.C. 5:26-7.2(b)*. Developer shall repair or correct any defect in construction, material or workmanship in the Common Property within a reasonable time after notification of the defect. *N.J.A.C. 5:26-7.2(c)*. During the warranty period, Developer expressly warrants that the Common Property will substantially conform to the description used to induce the Buyer to enter into an agreement to purchase a lot unless noted otherwise in the Agreement of Sale. *N.J.A.C. 5:26-7.3*. While the Developer maintains control of the executive Board, it shall take no action which adversely affects homeowners' rights under *N.J.A.C. 5:25-5.5*. No other warranties, express or implied, shall apply. Seller makes no other representations or warranties of any nature, express or implied, including but not limited to, those of workmanlike construction, habitability, design, condition, quality or otherwise and Seller hereby expressly disclaims any such representations or warranties. Buyer acknowledges and accepts such disclaimer and agrees to give up any and all rights Buyer may have by virtue of such representations and warranties. Seller has made no geological or environmental tests or surveys of the lot and makes no representation or warranty concerning radon gas or concerning other geological or environmental matters and specifically excludes geological or environmental matters from any warranties given under this Agreement. Except for the Warranties and Remedies, Buyer assumes the risk of any and all damage occurring in or appearing on the lot after the date of closing regardless of the cause. Buyer's assumption of this risk is partially in consideration of the amount of the purchase price which is lower than it would be if Seller were to be held responsible for any such risks by virtue of



additional warranties. The terms of this paragraph shall continue in effect after delivery of the deed under the Agreement of Sale concerning the lot.

In addition, claims relative to defects in the Homeowner Common Areas and Facilities shall be processed in accordance with *N.J.A.C. 5:25-5.5*.

In addition, each builder constructing new dwelling house for the purchaser on a Lot will be required to deliver a H.O.W. warranty sponsored by the State of New Jersey or other licensed organization at the time of the closing of the Lot with the dwelling house constructed thereon.

#### Insurance

Included in the POS is a letter from an independent insurance broker certifying to the hazard and liability insurance coverage. This is attached to the copy of the proposed budget, and Exhibit 17 hereafter. Attached hereto as Exhibit 17 is a list of such insurance coverage to be carried by the Association. Each Owner should check with his or her consultant - insurance broker as to the nature and type of hazard and liability insurance to be carried by the Owner. The Association will not carry any insurance other than the insurance set forth in this POS for Common Areas and Facilities. The Declarant gives no recommendation whatsoever to such individual insurance as may be necessary for the purchaser of a Lot whether improved or unimproved to carry. Since the property is not within any flood hazard area, no flood hazard insurance is necessary.

#### Miscellaneous

The Declarant does not knowingly omit any material fact from this Public Offering Statement, nor make any untrue statements about material facts.

**THIS PUBLIC OFFERING STATEMENT DOES NOT CONTAIN A FULL SUMMARY OF ALL THE VARIOUS DOCUMENTS REFERRED TO HEREIN. STATEMENTS MADE AS TO PROVISIONS OF SUCH DOCUMENTS ARE QUALIFIED IN ALL RESPECTS BY THE**

CONTENTS OF SUCH DOCUMENTS WHICH SHOULD BE REVIEWED BY ALL PROSPECTIVE PURCHASERS. NO PERSON HAS BEEN AUTHORIZED TO MAKE ANY REPRESENTATION WHICH IS NOT EXPRESSLY CONTAINED IN THIS STATEMENT. THIS PLAN MAY NOT BE MODIFIED OR CHANGED ORALLY.

THIS PUBLIC OFFERING STATEMENT IS FOR INFORMATIONAL PURPOSES ONLY. PURCHASERS SHOULD ASCERTAIN FOR THEMSELVES THAT THE PROPERTY OFFERED MEETS THEIR PERSONAL REQUIREMENTS. THE NEW JERSEY DIVISION OF CODES AND STANDARDS HAS NEITHER APPROVED NOR DISAPPROVED THE MERITS OF THIS OFFERING. BE SURE TO READ CAREFULLY ALL DOCUMENTS BEFORE YOU SIGN THEM.

YOU AS PURCHASERS HAVE THE RIGHT TO CANCEL ANY CONTRACT OR AGREEMENT FOR THE PURCHASE OF ANY LOT, PARCEL, UNIT OR INTEREST IN THE DEVELOPMENT, WITHOUT CAUSE, BY SENDING OR DELIVERING WRITTEN NOTICE OF CANCELLATION TO THE SELLER-DEVELOPER OR ITS AGENTS BY MIDNIGHT OF THE SEVENTH (7TH) CALENDAR DAY FOLLOWING THE DAY ON WHICH SUCH CONTRACT OR AGREEMENT WAS EXECUTED, AND ALL MONIES PAID SHALL BE PROMPTLY REFUNDED.

A FINANCIAL STATEMENT OF DECLARANT IS AVAILABLE AT THE SALES OFFICE FOR INSPECTION BY ANY PROSPECTIVE PURCHASER.

The Declarant has been represented by the law firm of McCarthy and Schatzman, P.A. in the preparation of this Public Offering Statement. Said law firm has made no independent investigation or determination as to the accuracy of the facts and statements set forth herein, but has relied solely on the representations made by the Declarant and its agents with respect thereto. Accordingly, although said law firm has no specific knowledge to the contrary, it assumes no independent responsibility with regard to the accuracy of such facts or statements.

The Declarant reserves the right to amend this Public Offering Statement and the Declaration and its accompanying exhibits and the Lease at anytime and from time to time, to add Property to the lands subject to the Declaration or to satisfy the requirements of a lender having a mortgage(s) on the property, or by any title company designated by the Developer to insure title to the property or by any governmental body having jurisdiction over the property when amendments do not materially or adversely affect any purchaser of his or her Lot. Amendments under any of these circumstances shall be binding on any purchaser who has previously executed a Sales Agreement for a Lot.

## LEASE AGREEMENT

This lease agreement made and entered into on \_\_\_\_\_, 1993 between **STANTON GOLF PROPERTIES**, a New Jersey general partnership consisting of Stanton Properties, a New Jersey general partnership in which Neil I. Van Cleef and Edward Vogel are partners and Chanco Development-Stanton, a Delaware corporation, c/o Edge Ventures, Amwell Road, P. O. Box 399, Belle Mead, New Jersey 08502, referred to as lessor, and **STANTON RIDGE GOLF AND COUNTRY CLUB, INC.**, a New Jersey not-for-profit corporation, c/o Edge Ventures, Amwell Road, P. O. Box 399, Belle Mead, New Jersey 08502, referred to as lessee.

The parties agree as follows:

### SECTION ONE DESCRIPTION OF PREMISES

Lessor demises and leases to lessee, and lessee hires and takes from lessor for the term and upon the rentals specified below, the premises, consisting of a swimming pool and tennis courts; tennis and swim clubhouse including areas for a foyer, men's and women's locker rooms, a fitness faculty, a dining area - game room and kitchen, a pro shop and various offices and meeting rooms; an 18 hole golf course and practice areas (driving range, putting green and chipping green); a golf clubhouse including a dining room, grill, lounge, card and activity room, pro shop, administrative offices and men's and women's locker rooms; parking areas and maintenance facilities related to the foregoing; the access to these facilities and easements for ingress and egress to the golf and tennis-swim facilities; detention basins located within the golf course areas; the golf cart and golf pedestrian cartways and paths, the path system used solely for the golf course, and easements related thereto and all other rights running in favor of the premises all as more fully described in applicable provisions of a certain Declaration of Covenants, Easements and Restrictions for the Stanton Ridge Development, etc. dated \_\_\_\_\_, 1993 made by lessor herein to which reference is hereby made (the "Declaration") and being described in area by metes and bounds descriptions attached hereto and made a part hereof as though more fully set forth hereinafter verbatim. In addition, certain equipment for the maintenance of the premises including tractors, mowers, irrigation equipment and tools are being leased to lessee.

### SECTION TWO TERM

The term of this lease agreement shall be for ninety-nine (99) years beginning \_\_\_\_\_, 1999, and ending \_\_\_\_\_.

### SECTION THREE RENT

The rent for the demised premises shall be \$1.00 per year payable on January 2 of every year but lessee shall be responsible for all insurance costs required by lessor; shall maintain the demised premises in accordance with standards promulgated by lessor from time to time and be responsible for all costs for same; be responsible for all salaries of employees and any third

persons hired in connection with the demised premises (including professionals, independent contractors, subcontractors); be responsible for taxes assessed against the premises including but not limited to any equipment, personal property, licenses thereto, real estate taxes; all administrative costs whatsoever in connection with running, maintaining the demised premises as such golf and recreational club; and management fees paid to lessor as lessor shall determine from year to year to reimburse lessor for the construction and all other costs associated with the demised premises that lessor incurred as developer of the golf course and recreational facilities. This would include transferring of funds paid by members of the golf club and recreational facilities as fees, bonds, etc. from lessee to lessor (all of this referred to as "additional rent"). This lease shall be a so-called "net-net-net lease" with no costs to be paid by the lessor regarding the demised premises whatsoever. Anything herein to the contrary notwithstanding, lessee will be entitled to keep such monies as is necessary in order to pay the costs and expenses set out in this Section Three and not be required to transfer all funds paid by members of the golf club and recreational facilities as fees, bonds, etc. to lessor.

The rent other than one dollar per year shall be paid in quarterly installments due three (3) months from the date of this lease and thereafter every three months during the term of this lease.

All payments of rent and additional rent shall be paid to lessor at lessor's address set forth above or as may be otherwise directed by lessor in writing.

#### **SECTION FOUR PEACEFUL POSSESSION**

Lessor covenants that lessee, on paying the rental and performing the conditions and covenants contained in this lease agreement, shall and may peaceably and quietly have, hold, and enjoy the demised premises for the stated term, and at the end or other expiration of the term shall deliver up the demised premises in good order or condition, damage by the elements excepted.

#### **SECTION FIVE PURPOSE**

Lessee covenants and agrees to take good care of the demised premises and to use the demised premises only in the operation of the golf course and other facilities described herein on the demised premises. Lessee agrees not to use or permit the demised premises or any part of the demised premises to be used for any other purpose other than as set forth herein. Lessee realizes that if same is not maintained as provided for herein then and in that event, the Stanton Ridge Homeowners Association, Inc. through its right of reverter can exercise the right to own the demised premises in fee and not be subject to the terms, covenants, and conditions of this lease since this lease is hereby made expressly subject to the right of reverter, all as is more fully set forth in the Declaration and in a certain deed made by the said Stanton Ridge Homeowners Association, Inc. to Lessor dated \_\_\_\_\_, 1993 and recorded in the Hunterdon County Clerk's Office.

## **SECTION SIX COMPLIANCE WITH LAWS**

Lessee, at lessee's own cost and expense, shall promptly comply with all laws, orders, and regulations of federal, state, county, and township authorities and with any direction of any public officer or officers pursuant to law that shall impose any regulation, order, or duty upon lessor or lessee with respect to the demised premises or the use and occupation of the demised premises as part of the operation of the golf course-recreation business.

## **SECTION SEVEN SUBLETTING AND ASSIGNMENT**

Lessee shall not sublet the demised premises or any portion of the demised premises, nor shall this lease agreement be assigned by lessee except to the Association.

## **SECTION EIGHT DEFAULT BY LESSEE**

A. If lessee shall default in any of the terms and conditions of this lease agreement, or if the golf course is not kept in good operating condition as provided for herein, or if lessee shall abandon the property, then, in any one or more of such events, upon the lessor serving a written thirty (30) days' notice upon lessee specifying the nature of the default, and upon expiration of such thirty (30) days, if lessee shall have failed to comply with or remedy the default, or, if the default cannot be completely cured or remedied within such thirty (30) days, and, if lessee has not diligently commenced curing the default within such thirty (30) day period and shall not with reasonable diligence and in good faith proceed to remedy the default, then lessor may serve a thirty-day notice of cancellation of this lease agreement upon lessee. On the expiration of the notice period, this lease agreement and its term shall end and expire as fully and completely as if the date of expiration of such thirty-day period were the day fixed in this lease agreement for the end and expiration of the lease agreement. Lessee shall then quit and surrender the demised premises to lessor.

B. If lessee shall default in the payment of the rent provided in this lease agreement or any item of additional rent, or any part of either, or in making any other payment provided in this lease agreement, then lessor may, upon thirty (30) days' written notice, reenter the demised premises either by force or otherwise and dispossess lessee by summary proceedings or otherwise and remove lessee's effects and hold the demised premises as if this lease agreement had not been made. Lessee hereby waives service of notice of intention to reenter or institute legal proceedings to that end. The Stanton Ridge Homeowners Association shall be deemed to be a third party beneficiary of this Section Eight.

## **SECTION NINE IMPROVEMENTS, ALTERATIONS, AND REPAIRS**

A. Lessee has examined the demised premises and accepts them in their present condition. Lessee shall keep the demised premises in good condition and make repairs to and paint the structures thereon as may be found necessary to keep them in good appearance, all at lessee's own cost and expense and in accordance with standards promulgated by lessor from time to time. At the end of the demised term, and any and all extensions and renewals, if any, lessee shall quit and surrender the demised premises in as good condition as reasonable use of the premises will permit. Lessee shall not make any major alterations, additions, or improvements to the demised premises without the prior, express, and written consent of lessor, which shall not be withheld unreasonably. The following items, however, shall not require consent from the lessor: (1) repair and improvement of all tees; (2) repair of sand traps and addition of sand if required; (3) fertilizing and seeding of all fairways; (4) fertilizing greens and installation of new flagpoles; and (5) installation of new tee benches, markers, and ball washers.

B. All erections, alterations, additions, and improvements, whether temporary or permanent in character, that may be made upon the demised premises either by lessee or lessor, except furniture or movable trade fixtures installed at the expense of lessee, shall be the property of lessor and shall remain upon and be surrendered with the demised premises as part of the premises at the termination of this lease agreement, without compensation to lessee. Lessee further agrees to keep the demised premises and all parts of the demised premises in a clean and sanitary condition, free from inflammable materials and trash.

## **SECTION TEN MECHANICS' LIENS**

In the event that any mechanic's lien, mechanic's notice of intention or stop notice is filed against the demised premises as a result of alterations, additions, or improvements made by lessee, lessor, at lessor's option, after thirty (30) days' notice to lessee, may terminate this lease agreement and may pay the lien, without inquiring into its validity. Lessee shall promptly reimburse lessor for the total expense incurred by lessor in discharging the lien, as additional rent.

## **SECTION ELEVEN LIABILITY OF LESSOR**

Lessor shall not be responsible for the loss of damage to property, or injury to persons, occurring in and about the demised premises, by reason of any existing or future condition, defect, matter, or thing in or on the demised premises or the property of which the demised premises are a part, or for the acts, omissions, or negligence of other persons in and about the demised premises. Lessee shall indemnify and hold lessor harmless from all costs, suits, judgments, liabilities or fees by reason of any claims or assertions made by anyone against lessor arising out of the terms of this Section Eleven.

## **SECTION TWELVE LIABILITY INSURANCE**

A. Lessee agrees to indemnify lessor from all claims and liability for losses of or damage to property, or injuries to persons occurring in or about the demised premises.

B. Lessee, at lessee's own cost and expense, shall procure liability insurance covering lessee and lessor against any and all actions, suits, damages, loss, claims, and judgments arising out of any injuries that may be suffered by persons lawfully using the golf course and any other parts of the demised premises. A certificate of such insurance shall be immediately furnished to lessor by lessee upon issuance of the insurance policy or policies. The insurance shall be by such insurers, such amounts, and in such form as lessor shall from time to time prescribe.

## **SECTION THIRTEEN FIRE INSURANCE**

A. Lessee shall, at lessee's own cost and expense, procure adequate fire insurance to protect lessee's and lessor's interests in connection with the operation of the golf course-recreational business. The insurance shall be by such insurers, such amounts, and in such form as lessor shall from time to time prescribe.

B. In the event the clubhouse building and the other structures are destroyed by fire, storm or other casualty so as to render the buildings useless for the proper function of the golf course-recreational business as presently used, then the rent as designated in this lease agreement shall abate until such time as the clubhouse building and other structures are restored by lessor to their present use and purpose.

## **SECTION FOURTEEN WAIVER**

A. Failure of lessor to seek redress for violations of, or to insist upon the strict performance of, any covenants or conditions of this lease agreement and any and all extensions and renewals, shall not prevent a subsequent act that would have originally constituted a violation from having the force and effect of an original violation.

B. The receipt by lessor of rent with knowledge of the breach of any covenant of this lease agreement shall not be deemed a waiver of the breach, provided that the provisions of Section Eight of this lease agreement are complied with.

C. No provision of this lease agreement shall be deemed to have been waived by lessor unless such waiver is in writing and signed by lessor.



**SECTION FIFTEEN  
GOLF COURSE NAME**

Lessee shall use the name, Stanton Ridge Country Club, only, in connection with the operation of the golf course-recreational facilities during the term of this lease agreement and all extensions and renewals of this lease agreement.

**SECTION SIXTEEN  
UTILITIES**

Lessor shall be under no obligation to supply heat, light, water and power to the demised premises. Lessee shall be responsible to pay all costs and fees for all utilities regarding the demised premises.

**SECTION SEVENTEEN  
INSPECTION BY LESSOR**

Lessor shall have the privilege of inspecting the demised premises during the duration of this lease agreement at reasonable times except in the case of an emergency when such right shall be immediate and at anytime.

**SECTION EIGHTEEN  
UTILITY METERS**

All present meters covering the use of electricity, gas, and water pertaining to the operation of the golf course and other facilities shall be transferred to the name of lessee who shall assume and pay all such meter charges.

**SECTION NINETEEN  
LESSEE'S BANKRUPTCY**

If at any time during the term of this lease agreement lessee shall make any assignment for the benefit of creditors, or be decreed insolvent or bankrupt according to law, or if a receiver shall be appointed for lessee, then lessor may, at lessor's option, terminate this lease agreement, the exercise of such option to be evidenced by notice to that effect served upon the assignee, receiver, trustee, or other person in charge of the liquidation of the property of lessee or lessee's estate. Such termination shall not, however, relieve or discharge any payment of rent or additional rent payable under this lease agreement and then accrued, or any liability then accrued by reason of any agreement or covenant contained in this lease agreement on the part of lessee or lessee's legal representative.

## **SECTION TWENTY EMINENT DOMAIN**

If all or any part of the property on which the demised premises are located shall be taken by public or quasi-public authority under any power of eminent domain or condemnation, this lease agreement, at the option of lessor, shall terminate, and lessee shall have no claim to any such condemnation awards whatsoever.

## **SECTION TWENTY-ONE NOTICES**

Service of any notice required or agreed to be given under this lease agreement shall be sufficient if sent by certified or registered mail, return receipt requested, addressed, if given by lessor, to lessee at the demised premises, or if given by lessee, addressed to lessor's address above set forth.

## **SECTION TWENTY-TWO EXCLUSIVITY**

The foregoing rights and remedies are not intended to be exclusive, but are in addition to all rights and remedies lessor would otherwise have by law.

## **SECTION TWENTY-THREE BINDING EFFECT**

All of the terms and conditions of this lease agreement shall inure to the benefit of and be binding upon the respective heirs, executors, successors, and to the extent permitted herein assigns of lessee and lessor.

## **SECTION TWENTY-FOUR GOVERNING LAW**

It is agreed that this lease agreement shall be governed by, construed, and enforced in accordance with the laws of the State of New Jersey.

## **SECTION TWENTY-FIVE ATTORNEY FEES**

In the event that any action is filed in relation to this lease agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorney fees.

## **SECTION TWENTY-SIX ENTIRE AGREEMENT**

This lease agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this lease agreement shall not be binding upon either party except to the extent incorporated in this lease agreement. Where applicable, the provisions of the Declaration are incorporated herein.

## **SECTION TWENTY-SEVEN MODIFICATION OF AGREEMENT**

Any modification of this lease agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

## **SECTION TWENTY-EIGHT COUNTERPARTS**

This lease agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

## **SECTION TWENTY-NINE SPECIAL PROVISIONS**

Lessee cannot cut down any trees on the demised premises and cannot take off of the land any sand, gravel, soil or minerals of any kind without lessor's written consent but agrees to repair any damages caused to the said land and agrees to restore all turf cut or removed therefrom and lessee agrees to fill up or level down all bunkers and do all other acts of repair to and maintenance of the demised premises, as required by lessor from time to time during the term of this lease.

This lease is subordinate in all respects to any mortgages now or hereafter placed on the demised premises by lessor and this subordination shall be automatic and self-operative; however, should any mortgagee of the demised premises require instruments evidencing this provision, then and in that event, lessee agrees to execute such instruments on five (5) days notice to it. Should lessee fail to execute same, then such failure shall be considered a default hereunder. Lessee can not encumber in any way the leasehold interest created hereunder without the lessor's written consent.

A membership application by an owner of a lot in the Stanton Ridge Development shall receive consideration before an application of any person or entity who or which is not an owner of any such lot and the lessee shall not discriminate against any prospective member on account of marital status, age, sex, race, creed, religion or national origin.

Any owner of a lot in the Stanton Ridge Development shall be entitled to receive a membership in the leased premises entitling them to use the following specified recreational

facilities of the leased premises, without payment of any Country Club membership joining fees: the swimming pool, tennis and swim clubhouse, and tennis courts. The use of the foregoing facilities of the Country Club may be subject to the payment of annual dues or charges, other than membership joining fees, as may be imposed from time to time by lessee for the use of such facilities.

Use by the owners of any of the lots in the Stanton Ridge Development of the golf course, golf clubhouse, and other rights of any golf membership in the Country Club shall be subject to acceptance by the Country Club of an owner of a lot in the Stanton Ridge Development application and subscription to such golf membership subject to payment of such membership joining fees, annual dues or other charges imposed by lessee for such golf membership. Membership in the Country Club and use of any Country Club facilities (i.e. the leased premises) by such owners of lots in the Stanton Ridge Development shall be subject to the Country Club's governing documents, rules, regulations and procedures.

**SECTION THIRTY  
PARAGRAPH HEADINGS AND AMENDMENTS**

The titles to the paragraphs of this lease agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this lease agreement.

This lease can be amended or modified or supplemented at any time by a writing signed by the lessor and lessee.

IN WITNESS WHEREOF, each party to this agreement has caused it to be executed on the date indicated below.

WITNESS OR ATTEST:

\_\_\_\_\_

**LESSOR:**

**STANTON GOLF PROPERTIES, a New Jersey general partnership**

By: \_\_\_\_\_

Dated:

**LESSEE:**

WITNESS OR ATTEST:

\_\_\_\_\_

**STANTON RIDGE GOLF AND COUNTRY CLUB, INC., a New Jersey not-for-profit corporation**

By: \_\_\_\_\_

Dated:

GOLF COURSE

Office Copy

DEC 14 1992

Metes and Bounds Description  
Proposed Open Space Lot 25  
Readington Township, Hunterdon County, New Jersey

Beginning at a point in the line dividing lands of Stanton Properties Section I and Block 51, Lot 2.02, said point distant 675.92' measured easterly along the said dividing line extended from a corner of Stanton Properties Section I, located in Springtown Road and from said point running:

thence (1) along the said dividing line and along Block 51, Lots 2.03, 2.04 and 2.05, North 52°45'13" East, 950.08' to a point;

thence (2) along Block 51, Lot 2.05, North 21°00'52" West, 226.61' to a point;

thence (3) along a new line, North 55°16'08" East, 755.00' to a point;

thence (4) still along the same, North 18°13'30" West, 822.88' to a point;

thence (5) still along the same, North 55°10'44" East, 1,226.34' to a point;

thence (6) still along the same, South 55°11'26" East, 54.62' to a point of curvature;

thence (7) still along the same, on a curve to the right, having a radius of 25.00', an arc length of 37.45', a chord bearing and distance of South 12°16'46" East, 34.04' to a point of tangency;

thence (8) still along the same, South 30°37'55" West, 24.26' to a point of curvature;

thence (9) still along the same, on a curve to the left, having a radius of 530.00', an arc length of 487.15', a chord bearing and distance of South 04°18'00" West, 470.16' to a point of tangency;

thence (10) still along the same, South 22°01'55" East, 145.49' to a point of curvature;

thence (11) still along the same, on a curve to the right, having a radius of 1,170', an arc length of 1,093.55', a chord bearing and distance of South 04°44'39" West, 1,054.18' to a point of tangency;

thence (12) still along the same, South 31°31'12" West, 364.13' to a point;

thence (13) still along the same, North 77°45'17" West, 173.36' to a point;

thence (14) still along the same, South 85°21'25" West, 435.91' to a point;

thence (15) still along the same, South 45°57'25" West, 363.90' to a point;

Metes and Bounds Description  
Proposed Open Space Lot 25  
Readington Township, Hunterdon County, New Jersey  
Page 2

thence (16) still along the same, South 56°19'10" West, 917.93' to a point;  
thence (17) still along the same, South 36°25'27" East, 255.96' to a point;  
thence (18) still along the same, South 64°32'52" West, 30.56' to a point;  
thence (19) still along the same, North 36°25'27" West, 236.18' to a point;  
thence (20) still along the same, North 78°09'01" West, 105.53' to a point;  
thence (21) still along the same, North 33°09'09" West, 142.60' to the point  
and place of beginning.


Containing a calculated area of 46.806 acres.

Subject to modifications and revisions per Readington Township Planning Board approval.

Subject to a 16.5' wide AT&T Company easement as shown on plans entitled "Final Plat for Stanton Ridge -- Section 1, Block 51, Lots 3, 5, 13, 14, 20 & 21, Block 45, Lots 16 & 25, Readington Township, Hunterdon County, New Jersey", dated October 16, 1992, comprising three sheets, prepared by Van Cleef Engineering Associates, and filed or about to be filed in the Hunterdon County Clerk's Office.

Subject to existing easements of record.

The above description is in accordance with a map entitled "Stanton Properties Golf Course, Located in Readington Township, Hunterdon County, New Jersey", dated March 17, 1992, last revised December 3, 1992, Sheet 1 of 2, prepared by Van Cleef Engineering Associates, Lebanon, New Jersey.

  
Errol Melnick, P.L.S. #GS34013  
Van Cleef Engineering Associates

EM/rlg  
3/23/92  
R120/2

Rev. 12/9/92 -- per revised lot lines

Office Copy

## GOLF COURSE

Metes and Bounds Description  
Proposed Open Area Lot 117  
Readington Township, Hunterdon County, New Jersey

Beginning at a point in the existing right-of-way of County Route 523, where the same is intersected by the line dividing lands of Stanton Properties and Block 51, Lot 12 and from said point running:

thence (1) along the said dividing line, North 40°53'49" West, 227.16' to a point;

thence (2) still along the same, South 48°53'11" West, 200.00' to a point;

thence (3) still along the same, South 40°53'49" East, 0.80 to a point where the same is intersected by the northwesterly line of Block 51, Lot 11;

thence (4) along the said northwesterly line and along the northwesterly line of Lot 10, South 48°43'11" West, 400.00' to a point;

thence (5) along the southwesterly line of Block 51, Lot 10, South 40°53'49" East, 233.60' to a point in the existing right-of-way of County Route 523;

thence (6) along County Route 523, South 48°12'11" West, 34.94' to a point;

thence (7) along a new line, North 41°47'49" West, 41.24' to a point;

thence (8) still along the same, on a curve to the right, having a radius of 25.00', an arc length of 39.27', a chord bearing and distance of North 86°42'58" West, 35.36' to a point of tangency;

thence (9) still along the same, North 41°42'50" West, 67.95' to a point of curvature;

thence (10) still along the same, on a curve to the right, having a radius of 460.00', an arc length of 393.40', a chord bearing and distance of North 17°12'50" West, 381.52' to a point;

thence (11) still along the same, North 04°25'26" East, 200.25' to a point;

thence (12) still along the same, North 59°57'20" East, 365.48' to a point;

thence (13) still along the same, North 72°49'38" East, 325.00' to a point;

thence (14) still along the same, North 17°49'21" East, 212.57' to a point;

thence (15) still along the same, North 22°53'14" West, 586.46' to a point;

thence (16) still along the same, North 17°31'07" West, 193.21' to a point;

Metes and Bounds Description  
Proposed Open Area Lot 117  
Readington Township, Hunterdon County, New Jersey  
Page 2

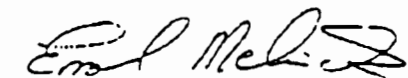
thence (17) still along the same, North 08°03'23" West, 344.29' to a point;  
thence (18) still along the same, North 21°31'12" East, 199.21' to a point;  
thence (19) still along the same, South 32°50'57" East, 292.80' to a point;  
thence (20) still along the same, South 25°53'47" East, 135.57' to a point;  
thence (21) still along the same, South 16°24'18" East, 215.19' to a point;  
thence (22) still along the same, South 10°34'17" East, 266.75' to a point;  
thence (23) still along the same, South 31°18'21" East, 776.74' to a point  
in the existing right-of-way of County Route 523;  
thence (24) along County Route 523, South 49°30'13" West, 677.10' to the  
point and place of beginning.

Containing a calculated area of 19.816 acres.

Subject to the rights of the public in and along the existing right-of-way  
of County Route 523 as they may now exist.

Subject to modifications and revisions per Readington Township Planning  
Board final approval.

The above description is in accordance with a map entitled "Stanton Properties  
Golf Course, Located in Readington Township, Hunterdon County, New Jersey",  
dated March 17, 1992, last revised December 15, 1992, Sheet 1 of 2, prepared  
by Van Cleef Engineering Associates, Lebanon, New Jersey.



Errol Melnick, P.L.S. #GS34013  
Van Cleef Engineering Associates

EM/rlg  
3/23/92  
R120/6

Rev. 12/9/92 -- per revised lot lines  
Rev. 12/15/92 -- course #7



Office Copy

DEC 14 1992

## GOLF COURSE

Metes and Bounds Description  
Proposed Open Space Area Lot 118  
Readington Township, Hunterdon County, New Jersey

Beginning at a corner of Stanton Properties Section I, located in Holland Brook where the same is intersected by the line dividing lands of Stanton Properties and Block 45, Lot 15 and from said point running:

thence (1) along the said dividing line, South  $71^{\circ}21'30''$  West, 819.11' to a point;

thence (2) still along the same, South  $38^{\circ}34'30''$  East, 70.00' to a point;

thence (3) along a new line, South  $51^{\circ}25'30''$  West, 350.25' to a point;

thence (4) still along the same, South  $24^{\circ}10'43''$  West, 178.67' to a point;

thence (5) still along the same, South  $63^{\circ}06'31''$  West, 705.78' to a point;

thence (6) still along the same, South  $84^{\circ}59'37''$  West, 601.68' to a point;

thence (7) still along the same, South  $87^{\circ}25'51''$  West, 292.36' to a point;

thence (8) still along the same, on a curve to the left, having a radius of 1,230.00', an arc length of 303.99', a chord bearing and distance of North  $14^{\circ}57'06''$  West, 303.22' to a point of tangency;

thence (9) still along the same, North  $22^{\circ}01'55''$  West, 65.22' to a point;

thence (10) still along the same, North  $69^{\circ}26'31''$  East, 251.98' to a point;

thence (11) still along the same, North  $78^{\circ}57'04''$  East, 603.70' to a point;

thence (12) still along the same, North  $62^{\circ}13'53''$  East, 667.66' to a point;

thence (13) still along the same, North  $50^{\circ}38'00''$  East, 743.95' to a point;

thence (14) still along the same, North  $62^{\circ}13'17''$  West, 206.61' to a point;

thence (15) still along the same, on a curve to the left, having a radius of 63.00', an arc length of 31.27', a chord bearing and distance of North  $13^{\circ}33'21''$  East, 30.95' to a point;

thence (16) still along the same, South  $62^{\circ}13'17''$  East, 226.86' to a point;

thence (17) still along the same, North  $50^{\circ}38'00''$  East, 429.93' to a point in Holland Brook;

thence (18) along Holland Brook, South  $33^{\circ}30'15''$  East, 41.91' to a point;

thence (19) still along the same, South  $78^{\circ}53'40''$  East, 61.40' to a point;

Metes and Bounds Description  
Proposed Open Space Area Lot 116  
Readington Township, Hunterdon County, New Jersey  
Page 2

thence (20) still along the same, South 55°11'10" East, 43.35' to a point;  
thence (21) still along the same, South 37°54'00" East, 28.85' to a point;  
thence (22) still along the same, South 16°39'10" West, 96.15' to a point;  
thence (23) still along the same, South 21°05'30" East, 67.90' to a point;  
thence (24) still along the same, South 11°47'30" East, 52.30' to a point;  
thence (25) still along the same, South 35°05'40" East, 94.45' to a point;  
thence (26) still along the same, South 32°52'30" East, 107.60' to a point;  
thence (27) still along the same, South 55°09'30" East, 91.44' to a point;  
thence (28) still along the same, South 32°21'15" East, 35.83' to the point  
and place of beginning.

Containing a calculated area of 31.001 acres.

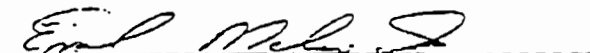
Subject to a 16.5' wide AT&T Company easement as shown on plans entitled "Final Plat for Stanton Ridge -- Section I, Block 51, Lots 3, 5, 13, 14, 20 & 21, Block 45, Lots 16 & 25, Readington Township, Hunterdon County, New Jersey", dated October 16, 1992, comprising three sheets, prepared by Van Cleef Engineering Associates, and filed or about to be filed in the Hunterdon County Clerk's Office.

Subject to 70' x 40' utility easement as shown on the above-referenced plans.

Subject to modifications and revisions per Readington Township Planning Board approval.

Subject to existing easements of record.

The above description is in accordance with a map entitled "Stanton Properties Golf Course, Located in Readington Township, Hunterdon County, New Jersey", dated March 17, 1992, last revised December 3, 1992, Sheet 1 of 2, prepared by Van Cleef Engineering Associates, Lebanon, New Jersey.

  
Errol Melnick, P.L.S. #GS34013  
Van Cleef Engineering Associates

EM/rlg  
3/23/92  
R120/3

Rev. 12/9/92 -- per revised lot lines

Office Copy

DEC 14 1987

## GOLF COURSE

Metes and Bounds Description  
Proposed Open Area Lot 18  
Readington Township, Hunterdon County, New Jersey

Beginning at the most southwesterly corner of lands of Stanton Properties Section I, located in County Route 523 where the same is intersected by the line dividing lands of Stanton Properties Section I and Block 51, Lot 9 and from said point running:

thence (1) along the said dividing line and along Block 51, Lot 6, North  $41^{\circ}47'49''$  West, 1,148.60' to a point in the southerly line of Block 51, Lot 5.01;

thence (2) along the said southerly line, North  $41^{\circ}14'11''$  East, 368.00' to a point;

thence (3) still along the same, North  $69^{\circ}20'11''$  East, 237.22' to a point;

thence (4) along the easterly line of Block 51, Lot 5.01, North  $38^{\circ}48'28''$  West, 344.72' to a point;

thence (5) along a new line, North  $51^{\circ}11'32''$  East, 240.68' to a point;

thence (6) still along the same, North  $37^{\circ}17'36''$  West, 340.76' to a point;

thence (7) still along the same, North  $64^{\circ}32'52''$  East, 30.65' to a point;

thence (8) still along the same, South  $37^{\circ}17'36''$  East, 350.01' to a point;

thence (9) still along the same, North  $55^{\circ}23'46''$  East, 207.03' to a point;

thence (10) still along the same, North  $51^{\circ}09'34''$  East, 311.42' to a point;

thence (11) still along the same, North  $62^{\circ}10'08''$  East, 477.85' to a point;

thence (12) still along the same, North  $69^{\circ}25'19''$  East, 186.95' to a point;

thence (13) still along the same, South  $07^{\circ}17'10''$  West, 312.16' to a point;

thence (14) still along the same, South  $48^{\circ}10'12''$  West, 646.13' to a point;

thence (15) still along the same, South  $25^{\circ}40'49''$  West, 430.03' to a point;

thence (16) still along the same, South  $40^{\circ}39'43''$  West, 439.76' to a point;

thence (17) still along the same, South  $26^{\circ}37'26''$  East, 415.61' to a point;

thence (18) still along the same, North  $56^{\circ}34'05''$  East, 473.10' to a point;

## Metes and Bounds Description

Proposed Open Area Lot 18

Readington Township, Hunterdon County, New Jersey

Page 2

thence (19) still along the same, North 65°31'37" East, 453.76' to a point;

thence (20) still along the same, South 41°42'50" East, 67.96' to a point of curvature;

thence (21) still along the same, on a curve to the right, having a radius of 25.00', an arc length of 39.27', a chord bearing and distance of South 03°17'02" West, 35.35' to a point;

thence (22) still along the same, South 41°47'49" East, 41.42' to a point in County Route 523;

thence (23) along County Route 523, South 48°12'11" West, 1,077.75' to the point and place of beginning.

Containing a calculated area of 28.180 acres.

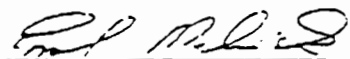
Subject to a 16.5' wide AT&T Company easement as shown on plans entitled "Final Plat for Stanton Ridge -- Section I, Block 51, Lots 3, 5, 13, 14, 20 & 21, Block 45, Lots 16 & 25, Readington Township, Hunterdon County, New Jersey", dated October 16, 1992, comprising three sheets, prepared by Van Cleef Engineering Associates, and filed or about to be filed in the Hunterdon County Clerk's Office.

Subject to any other existing easements of record.

Subject to the rights of the public in and along County Route 523 as they now exist.

Subject to modifications and revisions per Readington Township Planning Board final approval.

The above description is in accordance with a map entitled "Stanton Properties Golf Course, Located in Readington Township, Hunterdon County, New Jersey", dated March 17, 1992, last revised December 3, 1992, Sheet 1 of 2, prepared by Van Cleef Engineering Associates, Lebanon, New Jersey.



Errol Melnick, P.L.S. #GS34013

Van Cleef Engineering Associates

EM/rlg

3/23/92

R120/14

Rev. 12/9/92 -- per revised lot lines

Office Copy

## GOLF COURSE

DEC 14 1992

pen space for  
course on Block 45

= 27

Metes and Bounds Description  
Proposed Open Space Lot 27.34  
Readington Township, Hunterdon County, New Jersey

Beginning at a point in the southerly line of Stanton Properties Section II where the same is intersected by the line dividing lands of Stanton Properties Section II and Block 45, Lot 35.01, said point distant the following two courses from the most southeasterly corner of the lands of Stanton Properties Section II;

(1) North  $67^{\circ}59'03''$  West, 438.27' to a point;

(11) North  $55^{\circ}13'03''$  West, 357.80' to a point;

thence (1) along the said southerly line of Stanton Properties Section II, North  $55^{\circ}13'03''$  West, 165.19' to a point;

thence (2) still along the same, North  $55^{\circ}53'33''$  West, 810.71' to a point;

thence (3) along a new line, North  $34^{\circ}59'59''$  East, 68.83' to a point;

thence (4) still along the same, North  $08^{\circ}11'51''$  West, 759.21' to a point;

thence (5) still along the same, North  $22^{\circ}04'24''$  East, 433.27' to a point;

thence (6) still along the same, North  $31^{\circ}32'08''$  East, 167.69' to a point;

thence (7) still along the same, North  $48^{\circ}01'35''$  West, 115.22' to a point;

thence (8) still along the same, on a curve to the left, having a radius of 325.00', an arc length of 120.50', a chord bearing and distance of North  $31^{\circ}21'06''$  East, 119.80' to a point of tangency;

thence (9) still along the same, North  $20^{\circ}43'48''$  East, 10.15' to a point of curvature;

thence (10) still along the same, on a curve to the right, having a radius of 25.00', an arc length of 35.69', a chord bearing and distance of North  $61^{\circ}37'24''$  East, 32.73' to a point of reverse curvature;

thence (11) still along the same, on a curve to the left, having a radius of 325.00', an arc length of 91.23', a chord bearing and distance of South  $85^{\circ}31'31''$  East, 90.93' to a point of tangency;

thence (12) still along the same, North  $86^{\circ}25'58''$  East, 104.08' to a point of curvature;

thence (13) still along the same, on a curve to the right, having a radius of 300.00', an arc length of 392.70', a chord bearing and distance of South  $56^{\circ}04'02''$  East, 365.26' to a point of tangency;

Metes and Bounds Description  
Proposed Open Space Lot 27.34  
Readington Township, Hunterdon County, New Jersey  
Page 2

thence (14) still along the same, South 18°34'02" East, 306.58' to a point;  
thence (15) still along the same, South 71°25'58" West, 183.86' to a point;  
thence (16) still along the same, South 22°01'15" West, 121.25' to a point;  
thence (17) still along the same, South 11°23'46" East, 524.70' to a point;  
thence (18) still along the same, South 07°36'00" East, 610.21' to a point;  
thence (19) still along the same, South 09°05'32" East, 333.78' to the point  
and place of beginning.

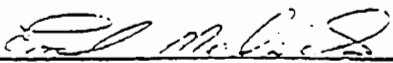
Containing a calculated area of 27.312 acres.

Subject to a 200' wide PSE&G easement described in Deed Book 730, Page 95.

Subject to any other existing easements of record.

Subject to modifications and revisions per Readington Township Planning Board approval.

The above description is in accordance with a map entitled "Stanton Properties Golf Course, Located in Readington Township, Hunterdon County, New Jersey", dated March 17, 1992 and last revised November 5, 1992, Sheet 2 of 2, prepared by Van Cleef Engineering Associates, Lebanon, New Jersey.

  
Errol Melnick, P.L.S. #GS34013  
Van Cleef Engineering Associates

EM/rlg  
3/23/92  
R120/9

Rev. 7/28/92 -- revised distances.  
Rev. 11/5/92 -- revised course 3.  
Rev. 11/16/92 -- course (11), map revision date.

# *STANTON RIDGE*

## *Golf & Country Club*

### **Club Profile**

Stanton Ridge was created for the joy and recreation of its membership. Every effort has been made to insure that the Club will always be a source of pride and enjoyment to its members. Use of the Club facilities is strictly governed by the Club's Rules and Regulations. Proper etiquette and the utmost in playing pleasure are to be maintained at all times.

**GOLF-** The eighteen-hole championship golf course, designed by Stephen Kay, provides a varied degree of difficulty on its 6,500 yards. The Scottish influence of number 4 and the Radan style of number 17 will make every round of Golf a fresh experience for the member. The Par 71 layout will make for an enjoyable challenge whatever degree of a players skill. In addition, practice facilities for members include several practice putting greens, a pitching green with practice sand trap and a driving range. Lessons will be available from the Club professional.

**TENNIS-** Tennis will be an important part of the activities at Stanton Ridge. Four composition courts are planned with lights. Adjoining the Tennis courts will be an Olympic size swimming pool. The Tennis and Swim Complex will have its own Clubhouse containing locker rooms, meeting rooms, snack bar and childrens play area. The Club will have an experienced pool staff which will provide expert swimming instructions for all ages.

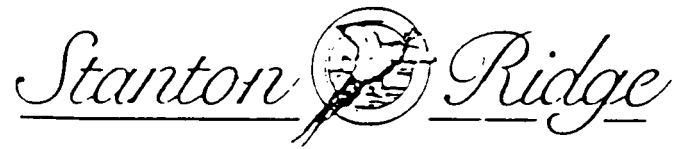
**CLUBHOUSE-** The Stanton Ridge Clubhouse will be a prestigious facility offering a variety of activities, amenities and services. The multi-level structure encompasses formal dining, grill room, bar, conference rooms, locker rooms and a full service pro shop. The facility may be utilized for parties, business meetings and special club events.

**ACTIVITIES-** Numerous golf and tennis activities are planned year round including Club Championship, Member-Guest Tournaments, Ladies' and Mens' Days and many other events. A variety of social functions including dinner-dances and Club sponsored trips will be offered for maximum member enjoyment.

---

P.O. Box 189, Stanton, New Jersey 08885  
908-534-5404

**EXHIBIT 2**



*Stanton Ridge  
Golf  
and  
Country  
Club*

Membership Opportunities and Membership Fees

**EXHIBIT 3**



## STANTON RIDGE GOLF & COUNTRY CLUB

### MANAGEMENT

The increased complexity of operating private clubs properly demands full-time professional management by trained and knowledgeable people. Therefore, the management of Stanton Ridge Golf and Country Club is under the direction of Stanton Management Company, Inc. Stanton Management Company, Inc. has complete responsibility for managing the Club so that it always remains both a source of pride and enjoyment to its members and a Club that is an economically viable self-sustaining venture. Thus, the members may be assured that Stanton Ridge Golf and Country Club is being properly managed on a full-time basis.

### DUES

Dues are billed in advance. It will be expected that dues and fees will increase over time consistent with the inflationary economy and to ensure the economic viability of the Club. It is impossible to tell what future fees will be as they are dictated by economic factors as well as expansion needs of the club. However, all decisions regarding dues and fees changes will be made by the professional management team with due regard to the needs of the Club.

### NO ASSUMPTIONS OF LIABILITY OR OWNERSHIP

It is understood and agreed that this membership does not confer upon the member any ownership or liability to the Club property or assets. The member assumes liability for membership dues and charges incurred by the member, his family and guests in use of the club. This membership is not transferable to another individual.\*

\* Stanton Ridge Golf & Country Club homeowners excepted.

## SUMMARY OF MEMBERSHIP OPPORTUNITIES

### MEMBERSHIP

Membership in the Stanton Ridge Golf and Country Club is subject to approval by the Club. Property owners must make application to the Club and will only have access to those facilities included in the specific membership category joined. All Club facilities are for the sole use of club members, their immediate families and accompanied or sponsored guests.

### FULL MEMBERSHIP

A full membership includes all privileges of the Club for each individual in the member's immediate family (o.e. member, spouse and unmarried children living at home or attending school on a full-time basis and under 23 years of age). No greens fees or tennis court fees will be charged and the full member will be granted a 7-day advance sign-up privilege for golf and tennis. Full members can participate in all Club tournaments and Club activities. Under the terms outlined regarding resignations, a full membership will receive a full refund of the initiation deposit.

### CORPORATE MEMBERSHIP

Corporate memberships include all privileges of the Club for a maximum of four named individuals. No green fees or tennis court fees will be charged and the corporate member will be granted a 7-day advance sign-up privilege for golf and tennis. However, sign-up privileges for Saturdays, Sundays, and Holidays will be limited to P.M. starts or as is available. Corporate members can participate in all Club tournaments and Club activities. Under terms regarding resignations, corporate members will receive no refund of the initiation fee.

## SUMMARY OF MEMBERSHIP OPPORTUNITIES

### ACCOMPANIED AND OR SPONSORED GUESTS

Use of the Clubs facilities will be limited to one day per month for accompanied guests. This limitation extends to members of the immediate family. Requests for exceptions must be made in advance to the Clubs General Manager.

Sponsored guests are those that reside out of the geographic area of the Club and are being housed by the member for a limited period of time. A sponsored guest pass will be issued to the member who must attest that the guest resides outside a 50 mile radius of the Club and that the member is providing full accommodations for the guest. The sponsored guest pass will entitle the guest full access to all Club facilities and allow the guest full signature privileges that will be the responsibility of the member. A sponsored guest pass will expire 3 days from the date of issue.

### RESIGNATIONS

All resignations must be received in writing and sent to the membership director of the Stanton Ridge Golf and Country Club. Upon receipt of your written resignation, return of the Club membership cards and settlement of your Club account, you will be sent a written acknowledgement of your resignation. Until all of these requirements are fulfilled and you have received a written acknowledgment of your resignation, you are considered to be an active member.

### REFUND OF INTTLATION DEPOSIT

If a member resigns his or her membership the resigned membership will be placed on a waiting list to be repurchased by the Club. The amount to be paid to the resigning member will be the initiation deposit initially paid. The Club will repurchase the membership when a new membership has been accepted in the category of the resigning member.

## CHARTER MEMBERSHIP FEE SCHEDULE

### INITIATION FEES

<u>Classification</u>	<u>Initiation Deposit</u>	<u>Initiation Fee</u>	<u>Total Fees</u>
Full Membership	\$12,000	\$5,000	\$17,000
Corporate Members	\$0	\$6,000	\$6,000

### ANNUAL DUES SCHEDULE

<u>Classification</u>	<u>1994 Dues</u>	<u>1993 * Estimates</u>
Full Membership - Family	\$5,000	Anticipated
Full Membership - Individual	\$3,500	
Corporate Membership	\$12,000	September 1993
Each additional	\$4,000	
Trail Fee - Stanton Ridge Homeowners Only	\$ 400	

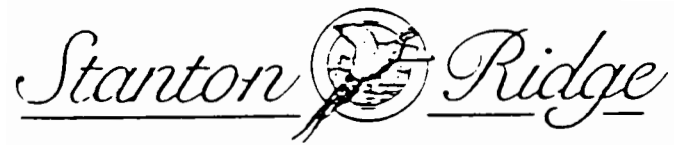
All members accepted for Membership by June 1, 1993 will be considered Charter Members. Charter Members will be recognized by having their name placed upon a plaque that will hang in the main clubhouse. The plaque will emphasize Stanton Ridge Golf & Country Clubs appreciation to these founding members.

\* Limited play is planned for 1993. No Annual Dues are anticipated. Members will be charged green fees for the 1993 season.

The 1994 Estimated dues reflect the completion of the Golf Course, Practice Facility, Tennis and Swim Clubhouse.

Golf Clubhouse completion is planned for the beginning of the 1995 season.

Fees are subject to change without notice.



*Stanton Ridge  
Golf  
and  
Country  
Club*

*Club Rules, Regulations  
and  
Membership Procedures*

*January, 1993*

**EXHIBIT 4**

## Membership Procedure

Stanton Ridge Golf & Country Club (the Club) has appointed certain individuals to serve on its Membership Committee. The Membership Committee requires the completion of a membership application as well as reserving the right to request a membership interview. The application will be reviewed by the Membership Committee and presented to the Club with its recommendation for acceptance or denial. The Club will have the final determination on all matters dealing with membership.

The total number of memberships is not anticipated to exceed 350. The Club will offer Memberships in three Classifications. The Classifications will be Full Memberships, and Corporate Memberships. Upon completion of the Golf Clubhouse, the Club will be offering a limited number of Tennis and Social memberships.

Any questions about the Club should be directed to Stanton Ridge Golf & Country Club, P.O. Box 189, Stanton, New Jersey 08885.

STANTON RIDGE GOLF & COUNTRY CLUB

## MEMBERSHIP CLASSIFICATIONS

### Full Membership:

#### Individual -

A Full Membership includes all privileges of the Club for the Individual member.

#### Family -

This classification of membership includes all privileges of the Club for the Individual member and his immediate family, (spouse and unmarried children living at home or attending school on a full-time basis and under the age of 23).

#### Corporate Members -

Corporate Memberships include all privileges of the Club for a maximum of four named individuals approved by the Club. Additional members can be added by paying the additional Annual Fee.

### Change of Membership Classification

Requests to change Membership Classification must be made in writing to the Club. All change requests will be reviewed on an individual basis. The Club will make a best effort to accommodate the needs of the member. However, the best interests of the total membership will be considered before any change in membership status will be granted.

### Golfing Season

The Golf Season shall be fixed each year by the Club. It is anticipated that the season will not begin before April 1 nor extend beyond November 30 each year.

The course will be open 8:00 a.m. daily and 7:30 a.m. on Saturdays, Sundays and Holidays. The course may be closed by the Club Superintendent or the Head Club Professional if, in their opinion play would be injurious to the course.

### Playing Regulations

1. All Play must commence on the First Tee unless permission to start off Back Nine is received from Club Professional or a member of his staff.
2. All Full Members may play whenever the course is open.
3. Corporate Members will have limited Tee Time privileges on Weekends and Holidays.
4. No more than 2 guests per foursome will be permitted on Weekends and Holidays.
5. On Weekends and Holidays at least two Stanton Ridge playing members must be included in each foursome teeing off prior to 10:00 a.m.
6. The Club Professional, Assistant Professional or Starter has authority to permit threesomes to tee off. No singles or twosomes will be allowed on Weekends or Holidays before 11:00 a.m.
7. Players less than age 18 will not be permitted to play before 11:00 a.m. on Weekends or Holidays without the Club Professional's permission.
8. The Club Professional, by Authority of the Club is empowered to establish rules that will govern the continuity of play.
9. All members are allowed to use the Golf Club's designated practice facilities. The Golf Course is not a practice area. Practice is limited to the designated areas.



## Local Rules

The Rules of Golf, as adopted and interpreted by the U.S.G.A., shall apply except as modified by Local Club Rules. Local Club Rules will be published prior to the opening of the season.

## Care of Course

1. Golf Bags, and Golf Carts may not be taken on greens, fringes, aprons, tees, traps, or any other areas where they might damage the turf. **OBEY ALL SIGNS.**
2. Practice only in designated areas. Practice range hours will be determined by the Club Professional.
3. More than four players in one group is prohibited.
4. All players must sign in at the Pro Shop each time before starting Play.
5. Rake out footprints in all sand traps (bunkers) and enter and leave them at the lowest point nearest the ball.
6. Repair ball marks on the greens and replace all divots. It is the intent of the Club's management to maintain the course to the highest standards possible. We want the course and Club to be a source of pride for all its members. Each member's strict observance to the Club's rules will benefit all members and enhance the reputation of our Club.

## Cart Rules

1. All electric carts must use cart paths where provided.
2. 90 degree rule. Carts should remain on cart paths and / or rough until opposite your ball; cross at 90 degrees and return to cart path or rough after hitting.
3. Stanton Ridge Homeowners who have paid the appropriate trail fee may use their carts for normal play. Member-owned carts will be charged 1/2 the normal cart fee when the member is accompanied by a playing partner.
4. All carts are restricted to the cart paths. The Club will not be responsible for the safety, maintenance or damage to personally owned carts. Care and maintenance of private Golf Carts is the responsibility of the owner.

## Rules of Etiquette

1. When both nines are used for start of play, the players completing the back nine will alternate with the groups on the first tee. All Four Players must have left the 18th green before starting the alternating process.
2. Players stopping after the 9th hole will lose their position and cannot resume play on the 10th tee until the 9th green is open and permission is granted by starter or Club Professional.
3. No player should play until party in front is out of range.
4. When play is completed on a hole, all players should quickly move to next tee. Mark scores on next tee, not on green just completed.
6. Players looking for lost ball must observe the Rules of Golf on the proper time allowed to find the lost ball. Provisional balls should be played when there is any doubt that a previously played ball may not be found.
7. A player who has incurred a penalty shall state this fact to his opponent as soon as possible.
8. In the interest of all, slow play will not be tolerated.
9. The course ranger is empowered by the Club to instruct a foursome to allow the next group to play through if in his judgement the foursome is not making a best effort to play at an acceptable pace.
10. In looking for balls out of bounds, players should respect the fences and property of the Homeowners.
11. Loud, Profane or Vulgar Language has NO place on a golf course. Unacceptable conduct will disqualify a player from completing a round of golf. Continuous infractions will lead to suspension of Golf privileges and or forfeiture of Club Membership.

## Miscellaneous Rules

1. Non-playing persons must be accompanied by a member.
2. Each player must have his own set of Golf Clubs.
3. Each member is responsible for conduct and actions of his guest.

4. No alcoholic beverages are permitted to be brought onto the course or the Club property. Beverage coolers are not permitted on Club property.
5. No bath towels from the locker room are to be taken on the course.
6. Hunting is not permitted on Golf Course Property.

### **Stanton Ridge Dress Code**

Members and guests are required to observe good taste and dress appropriately. For men, shirts with collars or turtlenecks and sleeves, and pants designed for golf play are required. For women, shirts must cover the shoulders but can be collarless and sleeveless. Skirts and slacks designed for golf play are required for both men and women; items such as T-Shirts, tank tops, blue jeans and shorts more than 6 inches above the knee will not be permitted. The Golf Professional or any member of his staff can disqualify any person from playing if in their judgement they feel the Clubs rules for proper attire are not being observed.

### **House Rules**

1. Golf Clubs and bags are not to be stored in the locker room. Club storage is available to all members.
2. The club will not be responsible for property or valuables left on the premises, in Golf carts or in the lockers.
3. Minors are not permitted at the Bar under any circumstances.
4. Spikes are not permitted on the second level of the Golf Clubhouse.
5. The Clubhouse is no place for Loud, Profane or Vulgar Language. Proper conduct is expected from all members at all times.

### **Rules and Regulations Enforcement**

All Stanton Ridge Golf & Country Club members are expected to abide by the rules and regulations as established by the Club. It is the responsibility of all members who observe any flagrant violation to report the occurrence to the Club Professional, the General Manager or a member of his staff. Rules are established for the betterment of the Club. Stanton Ridge was created for the joy and recreation of all of its members and the Board will not tolerate any member who detracts from allowing the Club to serve the best interest of its entire membership.

It is anticipated that rules and regulations will be added and / or amended from time to time. Stanton Ridge Golf & Country Club will continually review its policies to insure that the Club remains a source of pride and enjoyment to its members.

### **Leave of Absence Policy**

Requests for Leaves of Absence will be addressed on a case-by-case basis by the Club.

### **Account Delinquency**

All monthly charges are due upon receipt. Accounts delinquent more than 30 days will result in a suspension of club privileges until the account is settled. Delinquent accounts will be published in the Club Newsletter and in the Men's and Women's Locker Rooms.

### **Accompanied and or Sponsored Guests**

Use of the Clubs facilities will be limited to one day per month for accompanied guests. This limitation extends to members of the immediate family. Requests for exceptions must be made in advance to the Club's General Manager.

Sponsored guests are those who reside out of the geographic area of the Club and are being housed by the member for a limited period of time. A sponsored guest pass will be issued to the member who must attest that the guest resides outside of a 50 mile radius of the Club and that the member is providing full accommodations for the guest. The sponsored guest pass will entitle the guest full access to all Club Facilities and allow the guest full signature privileges that will be the responsibility of the member. A sponsored guest pass will expire 3 days from the date of issue.

MEMBERSHIP APPLICATION

PERSONAL

Name \_\_\_\_\_  
Primary Residence \_\_\_\_\_  
Telephone(s) \_\_\_\_\_ Social Security #: \_\_\_\_\_  
Place of Birth \_\_\_\_\_ Date: \_\_\_\_\_  
Spouse's Name \_\_\_\_\_  
Spouse's Place of Birth \_\_\_\_\_ Date: \_\_\_\_\_  
Social Security # of Spouse \_\_\_\_\_

Unmarried children of applicant under the age of twenty-three living at home or attending school on a full-time basis:

	List By Name	Age	Male	Female
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____

BUSINESS

Applicant's Occupation  
and/or Nature of Business \_\_\_\_\_  
Title \_\_\_\_\_ Telephone \_\_\_\_\_  
Address \_\_\_\_\_  
Years in Present Employment \_\_\_\_\_  
Spouse's Occupation  
and/or Nature of Business \_\_\_\_\_  
Title \_\_\_\_\_ Telephone \_\_\_\_\_  
Address \_\_\_\_\_

REFERENCES

Bank \_\_\_\_\_  
Name of Institution \_\_\_\_\_ Address \_\_\_\_\_  
\_\_\_\_\_  
Contact Person \_\_\_\_\_ Account # \_\_\_\_\_ Tel # \_\_\_\_\_

EXHIBIT 5

MEMBERSHIP APPLICATION

My membership classification will be:

☐ Full Membership

☐ Corporate Membership

My membership status will be:

☐ Full Member - Family

☐ Full Member - Individual

DEPOSIT

My deposit in the amount of \$500.00 accompanies this application. It is agreed that my membership will not be effective unless and until this application is approved by the membership committee. If this application is not approved by the membership committee all funds deposited herewith shall be immediately refunded to me and this application shall be cancelled and be of no further affect.

The Club will notify the member by letter when the application is accepted. The membership will take effect upon receipt of the Initiation fee and the Initiation Deposit. The initiation fees will be billed to the member with the letter of acceptance. The initiation fees will be due 30 days from the applications acceptance date.

BY-LAWS RULES AND REGULATIONS

It is agreed that this membership and all persons using the facilities of Stanton Ridge Golf and Country Club pursuant to this membership are bound by and shall comply with all rules and regulations of the Club as they exist and as they may be amended from time to time.

Applicant's Signature \_\_\_\_\_

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_

By \_\_\_\_\_  
Membership Director

Membership Effective \_\_\_\_\_ No. of cards issued \_\_\_\_\_

Please Make Check Payable to:  
Stanton Ridge Golf & Country Club  
P.O. Box 189, Stanton, New Jersey 08885

MEMBERSHIP APPLICATION

CORPORATE

Business Name \_\_\_\_\_

Address \_\_\_\_\_

Telephone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

Business Start Date \_\_\_\_\_

Nature of Business \_\_\_\_\_

Person to Contact concerning Membership \_\_\_\_\_

Person to Contact concerning Payment \_\_\_\_\_

Ownership: Proprietorship \_\_\_\_\_ Partnership \_\_\_\_\_ Corporation \_\_\_\_\_

Business Bank Reference \_\_\_\_\_

Bank Contact Person \_\_\_\_\_

Bank Telephone Number \_\_\_\_\_

List Member's Names \*

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

5. \_\_\_\_\_

6. \_\_\_\_\_

\*Basic membership covers four named individual's

As a duly appointed representative of the above named corporation/business, I acknowledge that I have read and understand the Rules and Regulations of Stanton Ridge Golf and Country Club.

Signature \_\_\_\_\_

### DEVELOPER'S AGREEMENT

THIS AGREEMENT by and between the TOWNSHIP OF READINGTON, a municipal body politic having its municipal offices at 105 Route 523, Whitehouse Station, New Jersey 08689 (hereinafter "Township") and STANTON PROPERTIES II, a New Jersey general partnership, with offices at c/o Edge Ventures, P.O. Box 399, Amwell Road, Belle Meade, New Jersey (hereinafter "Developer"), is dated this 5 day of October, 1992.

WHEREAS, Developer submitted an application to the Readington Township Planning Board (hereinafter "Board") for preliminary major subdivision approval and related variances for 112 residential lots to be located on property in Readington Township known on its official tax map as Block 51, Lots 3, 5, 13, 14, 20 and 21; and Block 45, Lots 16 and 25, known as "Stanton I" of the development, for preliminary major subdivision approval for 32 residential lots to be located on property it owns known as Block 45, Lot 27 and a portion of Lot 26, known as "Stanton II" of the development; for site plan approval of a golf course and other recreational facilities, effluent storage lagoons and irrigation system in connection therewith to be located in the open space of Stanton I and Stanton II properties; for preliminary major subdivision approval of Block 45, Lot 26.01 to create 7 additional lots known as "Stanton III of the development" and a boundary line adjustment between Lot 26 and Lot 26.01 in Block 45 of the



development; and

WHEREAS, by resolutions adopted on November 28, 1988 and on March 26, 1990, which are attached hereto as Exhibits "A-1" and "A-2", and are incorporated by reference herein, and subsequent resolution dated May 11, 1992 attached as Exhibit "A-3" and incorporated herein, hereinafter referred to collectively as "Resolutions" , the Board approved Developer's applications subject to the applicant's express adherence to the terms and conditions of such approval; and

WHEREAS, the Resolutions required the Developer to enter into a developer's agreement with the Township incorporating the terms and conditions of the various representations made by the Developer before the Board and the various recommendations made by the Board's professionals pertaining to the development in question;

WHEREAS, the improvements required for the above Development are set forth in the approved plans enumerated in Schedule A of the resolution of March 26, 1990 attached hereto as Exhibit "A-2" and in the resolution of May 11, 1992, attached hereto as Exhibit "A-3".

WHEREAS, the Developer proposes that the subdivision will be served by a domestic wastewater treatment facility and disposal facility to be owned and operated by a homeowners association to be

formed by the applicant and such proposal has been accepted by the Township and included in its Wastewater Management Plan which has been approved by the State.

WHEREAS, the Developer has requested that the Township enter into a developer's agreement so as to enable to developer to meet the terms and conditions of the aforementioned approval;

NOW THEREFORE, in consideration of the covenants and agreements contained within, the Developer and the Township made this agreement as follows:

1. Developer shall grant to the appropriate governmental agencies and authorities, including any municipal utilities authorities, as well as any duly licensed public utilities such access to the property as may be required to enable such governmental agencies and authorities and duly licensed public utilities to provide, maintain, service and inspect water, telephone, electrical, and gas service, as well as all sanitary sewer connections to the Development's facilities. In addition, during construction, Developer shall grant to the aforementioned entities such access to the property as is required to reasonably inspect such Development and install all associated facilities.

2. All construction and improvements on the Development shall be in conformance with any and all standards set forth in the Readington Township Land Use Ordinances, as amended and

supplemented.

3. Construction of the Development shall be in compliance with the requirements of the Uniform State Construction Code at the time of issuance of pertinent construction permit(s). All exterior site improvements for the subdivision and site plan, both on-site and off-site, shall be installed in accordance with the most current standards and specifications for all facility installations necessary for subdivision and site plan approval, including, but not limited to, where and if applicable):

a. New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction, 1983 Edition and Addendum;

b. American Water Works Association Standard Specifications for Construction;

c. American Nurserymen Association Standards for Landscaping;

d. United States Department of Agriculture and Hunterdon County Soil Conservation District Specifications and Recommendations for Restoration and Revegetation;

e. New Jersey Department of Environmental Protection and Energy (hereinafter "N.J.D.E.P.E.") Construction Standards and requirements described by the NJPDES and Treatment Works permits for the effluent collection, treatment, storage and disposal system

and the construction requirements of the Township of Readington relative to those facilities; and

f. Current Public Utility Installation Standards for Gas Service, Electrical Service and Telecommunications Facilities.

4. The Development shall be served by an adequate on-site sewage disposal system and on-site water supply. The requirement for an adequate sewage disposal system to service the Development shall be met in accordance with the provisions of Paragraphs 5 and 9 herein. Developer has received site plan approval which contemplates the use of multiple production wells and staggered withdrawal times to reduce the overall effect of "cones of depression" associated with the production well withdrawals. The Developer's approved plans also contemplate a judicious use of water quantities for irrigation, staggered pumping hours and "drought emergency" contingency programs for golf course irrigation. In addition, the plans also provide for "treated effluent irrigation" from the sewage disposal system in selected golf course areas requiring N.J.D.E.P.E. approval, as well as maximum entrapment and use of stormwater run-off for irrigation augmentation. By making this agreement, Developer confirms that it will utilize the measures described above.

5. The Township and Developer agree and acknowledge that in accordance with recent amendments to State law, it is not

necessary for the Township to enter into a co-permittee agreement with the Developer in connection with the domestic wastewater treatment facility to be constructed on-site. The Township shall assist and cooperate with the Developer in obtaining all necessary permits and approvals for the domestic wastewater treatment facility and related collection system, including any CP-#1 permits from the N.J.D.E.P.E. All permits and approvals from applicable regulatory authorities shall be obtained at the sole cost and expense of Developer.

6. Developer may grade, clear, perform road and utility installations, the golf course improvements described in paragraph 7 hereof and related site work when it receives site plan approval from the Hunterdon County Planning Board, Soil Erosion and Sediment Control Plan Certification from the Hunterdon County Soil Conservation District and U.S. Army Corps of Engineers Nationwide Permit. Developer represents and warrants that at the time of the execution of this Agreement, all of the above-mentioned permits and approvals have been obtained by Developer and are attached hereto as Exhibit "B" and incorporated by reference herein.

7. The approved development contemplates a total of 112 single-family cluster lots with open space which will be dedicated to a portion of the golf course in Stanton I; 32 single-family two

acre lots in Stanton II; 7 additional single-family lots in Stanton III and the golf course site plan which includes construction of a club house totalling 10,916 square feet and includes showers, locker rooms, kitchen facilities/grill/dining room, lounge, a small meeting room/library combination, administrative offices and a pro shop. Also proposed are a cart storage barn of 3,860 square feet, a snack bar of 128 square feet, a cabana building of 3,158 square feet, pool, tennis courts and associated parking area.

8. The Developer shall section the construction of the Development. A copy of a map depicting the preliminary phasing schedule and entitled "General Phase Plan for Stanton Properties" (hereinafter referred to as "Phasing Plan") is attached hereto as Exhibit "C". The applicant may submit for revision of the schedule subject to the review and approval of the Planning Board. Developer may proceed to commence construction of the initial phase of the development to be constructed so long as it has received all necessary approvals/permits for same from all appropriate governmental bodies and regulatory agencies having jurisdiction over it, including any and all Township approvals necessary (including the Readington Township Board of Health).

9. The Homeowners Association Documents shall provide for the installation, use, inspection and maintenance of the domestic wastewater treatment facility for the development, which

provisiuons shall be subject to the review and approval of the Township Attorney.

10. The approval of the Development is subject to the Developer's compliance with all conditions of approval by the Readington Township Planning Board, Hunterdon County Planning Board and other approvals as required by law.

11. In accordance with N.J.S.A. 40:55D-53 et seq., the Developer shall reimburse the Township for all reasonable inspections; the fee shall be calculated at 5% of the total cost of the improvements for each phase to be developed as shown on the Phasing Plan. For Phase I, the Developer shall deposit sufficient funds to maintain an inspection escrow account for the development of at least 25% of the original inspection fee due at the time construction is commenced. The amount is \$41,830.13 based on the cost estimate prepared by the applicant's engineer and approved by the Township Engineer attached hereto as Exhibit "D". Developer may pay the inspection fees for the first section in four (4) equal installments. Installments shall be due and payable each time the balance falls to 10% of the anticipated inspection fee for the first section. Upon notification that such escrow account has dropped to 10% of the anticipated inspection fee for the first section, the Developer shall immediately deposit an additional 25%. In no case shall the Township Engineer be required to make an

inspection unless at least 10% of the inspection fee is on deposit.

The aforementioned procedure shall also be applicable to all future phases to be developed and the amount to be deposited shall be based on a cost estimate which is current at the time each future phase is ready to be constructed. Readington Township shall prepare and submit to Developer a detailed list of how aforesaid inspection monies have been utilized. The failure of the Developer to sufficiently fund escrow accounts shall constitute a default under the terms of this agreement and the Township shall be entitled to pursue all legal remedies.

12. Prior to receiving final approval for any phase of the Development as the case may be, Developer shall submit for review and approval by the Township a performance bond, irrevocable letter of credit or other acceptable guarantee (hereinafter "performance guarantee") as permitted by the Municipal Land Use law in an amount which the Township Engineer considers sufficient to fund the completion of any and all of Developer's site improvements hereunder relating to the phase of the Development. All building code requirements must be satisfied prior to issuance of any certificates of occupancy; however, other site improvements such as, but not limited to, landscaping and parking area or roadway topcoating which could not be completed due to inclement weather conditions, shortages of materials, acts of God, good construction



practices or other limiting conditions may be bonded or secured by a letter of credit. The form, content and sufficiency of the performance guarantee shall be approved by both the Township Engineer and the Township Attorney. Letters of credit shall be issued by a reputable lending institution and shall contain an automatic rollover provision. The anticipated bonding amount for each phase shall be determined by estimates made by Developer's engineers and approved by the Township Engineer. Such schedule bonding amount, once determined, shall be considered an addendum hereto which, when executed, shall be incorporated by reference herein. Such performance guarantee shall remain in effect until the Township determines that the Developer has fulfilled the obligations which the guarantee was intended to ensure. Unless bonded or secured for the reasons set forth herein, all building or residence-specific site improvements shall be completed prior to the issuance of a Certificate of Occupancy.

13. Developer agrees to make a fair-share contribution in the amount of \$15,000.00 to be held by either the Township or the County of Hunterdon in escrow in accordance with applicable State law and Township Ordinances governing the subject for the design and construction of a traffic signal at Route 523 and Dreahook Road as required concurrently by Readington Township and Hunterdon County. Township acknowledges that the contribution shall be

assessed only once and Developer agrees that, if the payment is made to the County, it shall provide the Township with evidence that such contribution has been made. Further, the Township acknowledges that the contribution shall not include an assessment for the realignment of the roadway proposed as part of the Cornhuskers II development. The aforementioned amount represents 120% of the Developer's fair share of the cost of the above improvements and shall be made within 30 days from the time the building and foundation permit is obtained on Stanton III.

14. Developer agrees to make a fair-share contribution in the amount of \$35,000.00 to be held by the Township in escrow in accordance with applicable State law and Township Ordinances governing the subject for safety-related improvements along Dreahook Road and at the intersection of Springtown Road and Road "D" (as shown on the applicant's plans), including traffic signing and installation of drainage improvements to eliminate ditches. The aforementioned amount represents 120% of the Developer's fair share of the cost of the above improvements. The cash contribution shall be made within 30 days from the time the building and foundation permit is obtained on Stanton III. In lieu of a cash contribution, the Developer may construct its fair share of the improvements referred to above; if so, Developer is responsible for any State permits which may be required and the expense in

obtaining such permits shall not be considered a part of the contribution.

15. Developer agrees that a performance guarantee shall be deposited with the Township as surety to ensure completion of the improvements by Phase as set forth on the Phasing Plans and that, in the event all such improvements are not completed to the satisfaction of the Township Engineer, the Township may invoke the performance guarantee to pay for the completion of improvements and for any professional fees incurred in connection therewith. For Phase I, cost estimates which have been prepared by the Township Engineer are attached hereto as Exhibit "E" and are in the total amount of \$1,279,337.55. A form of performance guarantee in the amount of \$1,475,205.06 as stated in Exhibit "E" shall be submitted prior to final approval for Phase I and a performance guarantee in the appropriate amount shall be submitted for each subsequent phase in accordance with paragraph 12 of this agreement. Notwithstanding the above, if there are significant changes in the Phase I cost estimates which would alter the amount of the performance guarantee, then such estimates shall be resubmitted for approval by the Township. In addition, the required amount of the performance guarantee shall be reduced by the amount of the cost of improvements already completed by the Developer, inspected by the Township Engineer and approved by the Township Committee. In the

event Developer provides a performance guarantee with other governmental agencies to insure completion of certain improvements, then in that event Developer shall only provide to the Township a performance guarantee to ensure completion of the remainder of the improvements not already covered.

16. Notwithstanding anything contained herein to the contrary, no certificates of occupancy, permanent or temporary, shall be issued or applied for any building, nor shall Developer attempt to occupy or allow occupancy of any building until sufficient improvements, both on-site and off-site, required by the Board's Resolution and this agreement, necessary for the occupancy of such residential dwellings or buildings, as the case may be are completed, inspected, certified and approved by the Township Engineer.

17. Notwithstanding any of the above, if Developer or its agents, servants or employees shall allow to exist any conditions on-site or shall cause conditions adjacent to the Development site which are detrimental to the public health, safety and welfare, the Township Engineer may withhold the certification required above until such condition is remedied by the Developer to the satisfaction of the Township Engineer. Alternatively, the Township may invoke its right to use the performance bond to remedy the conditions referred to in this paragraph.

18. Developer shall construct all on-site improvements and public facility improvements including potable water (on-site well or public water), sewage disposal systems, drainage systems and interim road improvements, as required by the terms of the subdivision and site plan and which improvements shall be substantially completed prior to the issuance of certificate of occupancy for any phase of the Development.

19. If either Developer or Township breach this Agreement, Developer or Township shall be entitled to obtain all appropriate legal relief, including but not limited to, injunctive relief, specific performance, money damages and any and all appropriate remedies at law and equity.

20. If the Township or Developer decides not to take any action in response to the Developer's or Township's default in a single instance, it shall not be construed as a waiver of such default or of any other right arising out of such default. The Township's consent to Developer's nonperformance, or Developer's consent to the Township's nonperformance or performance in a manner inconsistent with this Agreement shall not be construed as a waiver of any right of the Township or Developer arising hereunder. Any and all rights of the Township and Developer under this Agreement may only be waived by an express written waiver. The Township's or Developer's waiver of any and all rights hereunder shall not be

construed as a waiver of any other provision of this Agreement.

21. Developer has submitted detailed plans and supporting documents during the course of the hearing as required by the Readington Township Planning Board or any other regulatory body or governmental agency and such plans, exhibits and drawings shall become a part of hereof and incorporated by reference herein.

22. In the event the validity of any section, clause or provision of this Developer's Agreement shall be declared invalid by a court of competent jurisdiction, such invalidity shall not affect the validity of any other section or clause or provision thereof.

23. This Agreement may only be amended in writing signed by the Township and Developer.

24. This Agreement shall be binding upon the parties hereto and upon their successors and assigns.

25. Developer shall submit a quarterly progress report to the Township Clerk, with copies to the Township Engineer, Township Attorney and Planning Board Secretary as to the status of those items which need to be completed under the terms and conditions of this Developer's Agreement. The quarterly reports will be reviewed semi-annually by the Township Engineer to update any incomplete items and dates of completion for same.

26. This agreement shall expire five (5) years from the date of signature by all parties. However, this agreement may be extended by written agreement by both parties after approval and an appropriate resolution adopted by the Township Committee based upon a request by the Developer and for just cause.

27. The Developer shall indemnify and save harmless the Township from and against any and all claims for damage caused by the failure of the Developer to construct and install said improvements in accordance with this Agreement.

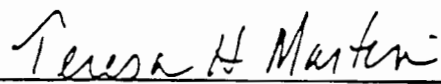
28. The Township agrees that upon completion of the required improvements in accordance with the approved plans, or amendments thereto as the case may be, to the satisfaction of the Township Engineer and the posting of suitable maintenance guarantee(s) in a form acceptable to the Township, the Agreement shall be discharged and released.

IN WITNESS WHEREOF, Readington Township and Stanton Properties have executed this Agreement as of the date and year first above written.

ATTEST:  
(seal)

  
\_\_\_\_\_  
PEGGY HENDERSHOT, Clerk

READINGTON TOWNSHIP

By:   
\_\_\_\_\_  
TERESA H. MARTIN, Mayor

ATTEST:

[Signature]

STANTON PROPERTIES II, a  
New Jersey General  
Partnership

By: [Signature]

STATE OF NEW JERSEY  
ss:  
COUNTY OF HUNTERDON

I CERTIFY that on \_\_\_\_\_, PEGGY HENDERSHOT  
personally came before me and this person acknowledged under oath,  
to my satisfaction, that:

(a) this person is the Municipal Clerk of the Township of  
Readington;

(b) this person is the attesting witness to the signing of  
this document by the Mayor of the Township of Readington;

(c) this document was signed and delivered by the municipality  
as its voluntary act duly authorized by a proper resolution of its  
governing body;

(d) this person knows the proper seal of the municipal  
corporation which was affixed to this document; and

(e) this person signed this proof to attest to the truth of  
these facts.

[Signature]  
PEGGY HENDERSHOT, Twp. Clerk

Signed and sworn to before  
me this 3<sup>rd</sup> day of  
October, 1992.

[Signature]

NANCY C. MILLER  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires April 9, 1997



STATE OF NEW JERSEY

ss:

COUNTY OF HUNTERDON

I CERTIFY that on \_\_\_\_\_, 1992,  
personally came before me and this person acknowledged under oath,  
to my satisfaction, that

(a) this person is the \_\_\_\_\_ of STANTON PROPERTIES II, a New  
Jersey General Partnership, named in the attached document;

(b) this person signed this document with authorization from  
the partnership.

Signed to and sworn to before me  
this 2nd day of

October, 1992

Nancy C. Miller

NANCY C. MILLER  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires April 9, 1997

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**STANTON RIDGE HOMEOWNERS  
ASSOCIATION, INC.**

**FORECASTED BUDGET FOR  
THE ASSOCIATION**

**INITIAL YEAR FOR 151 UNITS  
AT FULL OCCUPANCY  
IN 1993 DOLLARS**

**EXHIBIT 7**

**STANTON RIDGE HOMEOWNERS ASSOCIATION, INC.  
CONTENTS TO FORECASTED BUDGET**

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Independent Accountants' Examination Report	1
Forecasted Budget for the Association Initial Year for 151 Units at Full Occupancy in 1993 Dollars	2
Summary of Significant Forecast Assumptions and Accounting Policies	3 - 6
Reserves for Replacement and Deferred Maintenance Initial Year for 151 Units at Full Occupancy in 1993 Dollars	7

# WITHUM, SMITH & BROWN

A Professional Corporation  
Certified Public Accountants & Consultants



## INDEPENDENT ACCOUNTANTS' EXAMINATION REPORT

Stanton Ridge Homeowners Association, Inc. (151 Units):

We have examined the accompanying forecasted budget of Stanton Ridge Homeowners Association, Inc. for the initial year of 151 units at full occupancy in 1993 dollars. Our examination was made in accordance with standards for an examination of a forecast established by the American Institute of Certified Public Accountants and, accordingly, included such procedures as we considered necessary to evaluate both the assumptions used by management and the preparation and presentation of the forecast.

In our opinion, the accompanying forecast is presented in conformity with guidelines for presentation of a forecast established by the American Institute of Certified Public Accountants, and the underlying assumptions provide a reasonable and adequate basis for management's forecast. However, there will usually be differences between the forecasted and actual results, because events and circumstances frequently do not occur as expected, and those differences may be material. We have no responsibility to update this report for events and circumstances occurring after the date of this report.

A handwritten signature in cursive script, appearing to read "Withum, Smith &amp; Brown".

April 21, 1993

89.

100 Overlook Center - Princeton, NJ 08540 - USA  
Tel.: (609) 520-1188 - Fax.: (609) 520-9882

MEMBER OF NEXIA INTERNATIONAL, A WORLDWIDE NETWORK OF INDEPENDENT ACCOUNTING FIRMS  
OTHER OFFICES: SOMERVILLE NEW BRUNSWICK BEDMINSTER TOMESVILLE

**STANTON RIDGE HOMEOWNERS ASSOCIATION, INC.  
FORECASTED BUDGET FOR THE ASSOCIATION  
INITIAL YEAR FOR 151 UNITS AT FULL  
OCCUPANCY IN 1993 DOLLARS**

Forecasted Income:	
Residential assessments	\$175,764
Forecasted Operating Expenses:	
Administrative Expenses:	
Real estate taxes	2,000
Management fees	12,000
Insurance	13,000
Professional fees	4,500
Office supplies and expenses	2,000
Miscellaneous	<u>3,264</u>
Total Administrative Expenses	36,764
Lawn and Grounds Expenses:	
Landscaping	10,000
Sewage Collection and Treatment Facilities Expenses:	
Daily inspection	36,000
Management and engineering	12,000
Electricity	12,000
Chemicals and supplies	8,000
Repairs and maintenance	15,000
Sludge disposal	6,000
Reports and testing	7,000
Miscellaneous	<u>11,000</u>
Total Sewage Collection and Treatment Facilities Expenses	<u>107,000</u>
Total Forecasted Operating Expenses	153,764
Reserves for Replacements	<u>22,000</u>
Total Forecasted Operating Expenses and Reserves	<u>175,764</u>
Forecasted Excess Revenues Over Expenses	<u>\$ --</u>

See Summary of Significant Assumptions and Accounting Policies and Accountants' Report

**STANTON RIDGE HOMEOWNERS ASSOCIATION, INC.  
SUMMARY OF SIGNIFICANT FORECAST ASSUMPTIONS AND ACCOUNTING POLICIES  
INITIAL YEAR FOR 151 UNITS AT FULL OCCUPANCY IN 1993 DOLLARS**

This forecast is management's estimate of the most probable budget for the forecast period. Accordingly, the forecast reflects management's judgment based on present circumstances of the most likely set of conditions and its most likely course of action. The assumptions disclosed herein are those that management believes are significant to the forecast or are key factors upon which the financial results of the Association depend. Some assumptions inevitably will not materialize, and unanticipated events and circumstances may occur subsequent to April 21, 1993, the date of this forecast. Therefore, the actual results achieved during the forecast period will vary from the forecast, and the variations may be material.

**Note 1 - General:**

Stanton Ridge Homeowners Association, Inc. ("Association"), will be formed as a non-profit corporation organized under Title 15A of the New Jersey Statutes, and will provide for the management, administration, utilization and maintenance of the homeowner common areas and facilities for the Stanton Ridge Development, Readington Township, Hunterdon County, New Jersey.

The Association will be formed prior to the sale of the first building lot.

**Note 2 - Maintenance Income:**

The budget assumes 100 percent collection of assessments which were calculated on the straight line method over the number of building lots (151 units). The following is the forecasted assessment for each unit:

Unit Type	No. Units	Monthly Fee / Unit	Annual Fee / Unit	Total
Building Lots	151	\$97	\$1,164	\$175,764

**Note 3 - Operating Expenses:**

**A. Real Estate Taxes**

Real estate taxes will be assessed on the passive open space areas.

**B. Management Fees**

The operation of an association requires various administrative and supervisory services. Edge Ventures, Inc., a related party, will act as managing agent for the Association for a one year period commencing at the closing of the first unit. The management contract will be renewable for additional one year terms.

See Accountants' Report

**STANTON RIDGE HOMEOWNERS ASSOCIATION, INC.**  
**SUMMARY OF SIGNIFICANT FORECAST ASSUMPTIONS AND ACCOUNTING POLICIES**  
**INITIAL YEAR FOR 151 UNITS AT FULL OCCUPANCY IN 1993 DOLLARS**

**Note 3 - Operating Expenses (Cont'd):**

**C. Insurance**

**1. General:**

The By-Laws and Declaration detail the insurance coverage which will be required by the Association.

**2. Property:**

Coverage to be provided on an "All Risk", including boiler and machinery perils on a replacement cost basis with a \$1,000 deductible and a limit of \$750,000. The policy includes loss of income for both fire and boiler and machinery.

**3. Liability:**

a. Commercial General Liability including the broad form CGL endorsement in limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate.

b. Officers and Directors coverage for the officers, directors and trustees of the Association. Limit - \$1,000,000.

c. Workers' Compensation - statutory policy to cover incidental exposure.

**4. Crime:**

The Association will have to be protected for the funds it collects from its members. Employee dishonesty to cover the actions of the trustees and employees of the Association must be carried in a limit of \$180,000.

**D. Professional Fees**

The estimated cost of an annual audit of the Association's financial statements by an independent certified public accountant and preparation of the Association's tax return. In addition, the Association will require the services of an attorney for various purposes including collection matters, adopting resolutions, etc.

**E. Office Expense**

Office expenses include the costs of photocopying and sending mailings to unit owners and costs of miscellaneous office supplies such as journals, etc. for the Association recordkeeping.

**F. Miscellaneous**

Miscellaneous administrative expenses are included to cover unexpected contingencies that may arise during the first year of operation.

See Accountants' Report

**STANTON RIDGE HOMEOWNERS ASSOCIATION, INC.**  
**SUMMARY OF SIGNIFICANT FORECAST ASSUMPTIONS AND ACCOUNTING POLICIES**  
**INITIAL YEAR FOR 151 UNITS AT FULL OCCUPANCY IN 1993 DOLLARS**

**Note 4 - Lawn and Grounds Expense:**

**A. Landscaping**

This category includes the cost of lawn and shrub maintenance including mulching, spraying, and seasonal flowers.

**Note 5 - Sewage Collection and Treatment Facilities Expenses:**

This category includes the cost of maintaining and operating the sewage collection and treatment facilities in accordance with regulations issued by the New Jersey Department of Environmental Protection and Energy.

Miscellaneous expenses are included to cover unexpected contingencies that may arise during the first year of operation.

These facilities will be utilized to collect and treat the sewage and waste water from buildings located on the golf course property as well as from the homes of the 151 association members. The cost related to the golf course properties will be funded by the 151 association members.

**Note 6 - Reserves:**

The Association documents will call for the establishment and accumulation of separate funds for the eventual replacement of certain common facilities. The funds should be budgeted, collected and set aside in separate Association accounts on an annual basis. Association board members should review the replacement cost and useful life for reasonableness in determining the proper amount of funds to be set aside in that particular year.

The item quantities and cost estimates provided by the developer are detailed on page 7.

**Note 7 - Income Taxes:**

Should they so elect, homeowners' associations are exempt from federal income taxes on the excess, if any, of maintenance income over expenses. They are also exempt from any reserve accumulated should they elect tax treatment as a homeowners' association. They will not be exempt from any earnings of funds held in reserve. No provision has been made for such tax in these forecasts since no interest income has been projected.

The Association will not be liable for New Jersey corporation franchise tax since it will be organized under Title 15A of the New Jersey Statute that exempts it from tax.

See Accountants' Report



**STANTON RIDGE HOMEOWNERS ASSOCIATION, INC.**  
**SUMMARY OF SIGNIFICANT FORECAST ASSUMPTIONS AND ACCOUNTING POLICIES**  
**INITIAL YEAR FOR 151 UNITS AT FULL OCCUPANCY IN 1993 DOLLARS**

**Note 8 - Summary of Significant Accounting Policies:**

The financial forecast has been prepared on the basis of the generally accepted accounting principles expected to be used in the historical financial statements covering the forecast period. Generally, those principles are accrual and fund accounting applied to a homeowners association.

See Accountants' Report

**STANTON RIDGE HOMEOWNERS ASSOCIATION, INC.  
FORECASTED BUDGET FOR THE ASSOCIATION  
INITIAL YEAR FOR 151 UNITS AT FULL  
OCCUPANCY IN 1993 DOLLARS**

Reserves for Replacement and Deferred Maintenance

<u>Item</u>	<u>Quantity</u>	<u>Unit Cost</u>	<u>Replacement Cost</u>	<u>Useful Life</u>	<u>Annual Reserve</u>
Roof	7,000 SQ FT	\$ 1.14	\$ 8,000	25	\$ 320
Blowers	4	\$ 5,000	\$ 20,000	10	2,000
Ultra Violet Disinfection Unit	1	\$18,000	\$ 18,000	10	1,800
Generator	1	\$25,000	\$ 25,000	15	1,700
Liner	150,000 SQ FT	\$ .70	\$105,000	20	5,250
Upgrade of Process Treatment Unit	Lump Sum	\$ --	\$ 30,000	20	1,500
Filtering Unit Pumps	5	\$ 2,500	\$ 12,500	10	1,250
Equalization Tank Pumps	3	\$ 2,500	\$ 7,500	10	750
Irrigation Pumps	1	\$27,500	\$ 27,500	10	2,750
Exterior Paint/ Stain	Lump Sum	\$ --	\$ 3,000	5	600
Operating Contingency					<u>4,080</u>
Total Annual Reserves Contribution					<u>\$22,000</u>

See Summary of Significant Assumptions and Accounting Policies and Accountants' Report

## MANAGEMENT AGREEMENT

### STANTON RIDGE HOMEOWNERS ASSOCIATION, INC.

THIS AGREEMENT ("Agreement") made \_\_\_\_\_, 19\_\_\_\_, between STANTON RIDGE HOMEOWNERS ASSOCIATION, INC. ("Association"), a not-for-profit corporation of the State of New Jersey, with an office at Amwell Road, P. O. Box 399, Belle Mead, New Jersey, and EDGE VENTURES, a New Jersey limited partnership having its principal office at Amwell Road, P. O. Box 399, Belle Mead, New Jersey, ("Agent").

#### WITNESSETH THAT:

WHEREAS, the Association exists for the purpose of owning, maintaining and operating certain properties and generally promoting the health, safety, welfare, and betterment of its members ("Members"); and

WHEREAS, the Association has determined that it requires the assistance of a managing agent to perform management services at Stanton Ridge Development ("Development"); and

WHEREAS, Agent engages in the business of performing services required by the Association; and

WHEREAS, the Association wishes to engage Agent and Agent wishes to accept such engagement for the period of one year from the date hereof.

In consideration of the terms, conditions, and covenants hereinafter set forth, the parties hereto mutually agree as follows:

In consideration of the terms, conditions, and covenants hereinafter set forth, the parties hereto mutually agree as follows:

1. Appointment.

1.1 Association hereby appoints Agent and Agent hereby accepts appointment on the terms and conditions hereinafter provided, as exclusive managing agent for the Association.

1.2 Agent fully understands that the function of Association is the operation and management of the Development. Agent will, notwithstanding the authority given to Agent in this Agreement, confer fully and freely with the trustees of Association ("Trustees") in the performance of its duties as herein set forth and will attend one monthly meeting, required at a time and place mutually acceptable to Agent and Association. This monthly meeting will not exceed three hours in length. A

charge to the Association will be rendered for any time thereafter. It is further understood that the authority and duties conferred on Agent hereunder are confined to the Homeowner Common Areas and Facilities ("Common Property") of the Development.

2. Plans. In order to facilitate efficient operation, the Association shall furnish Agent with a complete set of the plans and specifications of the Common Property and with the aid of these documents and inspection made by competent personnel, Agent will inform itself with respect to the layout, construction, location, character and plan of the Development. Copies of guarantees and warranties pertinent to the Common Property in force at the time of the execution of this Agreement shall be furnished to Agent.

3. Personnel. Agent shall hire in its own name all managerial personnel necessary for the efficient discharge of the duties of the Agent hereunder. Those employees of Agent who handle or are responsible for the handling of Association's moneys shall be acceptable both to Agent and Association and shall be bonded.

4. Duties of Agent. Under the personal and direct supervision of one of its principal administrators, Agent shall render services and perform duties as follows:

- 4.1 Investigate, hire, supervise, pay and discharge personnel needed for Association to properly fulfill its responsibilities. Use of employees will be based on job standards, wage rates, and an operating schedule previously approved by Association on Agent's recommendation. Compensation for the services of personnel as evidenced by certified payrolls shall be considered an operating expense of Association.
- 4.2 Immediately ascertain the general condition of the Development.
- 4.3 Maintain businesslike relations with Members whose service requests shall be received, considered, and recorded in systematic fashion in order to show the action taken with respect to each; investigate and report complaints of a serious nature to Association with appropriate recommendations as part of a continuing program of proper maintenance.
- 4.4 Collect all assessments due from members, and, pursuant to Association's authorization, Agent shall request, demand, collect, receive, and receipt for any and all charges or rents that may at any time be or become due to Association. Agent shall take such action in the name of Association by way of legal process or otherwise as may be required for the collection of delinquent assessments. As a standard practice, Agent shall furnish Association with an itemized list of all delinquent accounts immediately following the delinquency.

- 4.5 Cause the buildings, appurtenances, and grounds owned and controlled by Association to be maintained according to standards reasonably acceptable to Association. Agent shall perform such other normal maintenance and repair work as may be necessary, subject to any limitations imposed by Association in addition to those contained herein. For any one item of repair or replacement the expense incurred shall not exceed the sum of \$1,000.00 unless specifically authorized by Association, excepting that emergency repairs necessary for the preservation and safety of life and property or required to avoid the suspension of any necessary service to Association members may be made immediately by Agent, irrespective of the cost limitation imposed by this Section. Notwithstanding this authority as to emergency repairs, Agent will, if at all possible, confer immediately with Association regarding every such expenditure. Agent shall not incur liabilities (direct or contingent) that will at any time exceed the aggregate of \$1,000.00 or any liability maturing more than one year from the creation thereof, without first obtaining approval of the Board of Trustees of Association.
- 4.6 To comply promptly with any and all orders or requirements affecting the Development placed thereon by any federal, state, county, or municipal authority having jurisdiction thereover and orders of the Board of Fire Underwriters or other similar bodies subject to the same limitation contained in Subsection 4.5 of this Agreement in connection with the making of repairs and alterations. Agent, however, shall not take any action under this Section so long as Association is contesting or has affirmed its intention to contest any such order or requirement. Agent shall promptly and in no event later than 72 hours from the time of their receipt, notify Association in writing of all such orders and notices of requirements.
- 4.7 Subject to approval by Association and execution by the President, negotiate and contract for landscaping maintenance and other necessary services; negotiate and purchase equipment, tools, appliances, materials and supplies as are necessary to properly maintain the Common Property owned by the Association. All such contracts and orders shall be made in the name of Association and shall be subject to the limitations set forth in Subsection 4.5 of this Agreement. When accepting bids for purchases, Agent shall act at all times under the direction of Association and shall be under a duty to secure for and credit to the latter any discount, commissions, or rebates obtainable as a result of such purchases.
- 4.8 Upon written authorization by Association, place and maintain all forms of insurance needed to adequately protect the Association and its Members, as their respective interests appear (or as required by law), including but not limited to worker's compensation insurance, public liability insurance and fire and extended coverage insurance. These various types of insurance coverages shall be placed with competent insurance carriers in amounts, and with beneficial interests, as shall be acceptable to adequately protect the Association. Agent shall promptly investigate and make a full written report on all accidents or claims for damage relating to the management, operation, and maintenance of Association, including any damage or destruction to the Common Property and the estimated cost of

repair, and shall cooperate and submit any and all reports required by any insurance company in connection therewith.

- 4.9 To regularly and punctually disburse from the accounts hereinafter provided; 4.9.1 salaries and any other compensation due and payable to the employees and independent contractors of Association and taxes due; 4.9.2 fire and other property insurance as required by Subsection 4.8 of this Agreement; and 4.9.3 sums otherwise due and payable by Association as operating expenses authorized to be incurred under the terms of this Agreement (including Agent's commission, if any).
- 4.10 Prepare for execution and filing by Association all forms, reports, and returns required by law in connection with the unemployment insurance, worker's compensation insurance, employment of personnel, disability benefits, Social Security benefits, and other similar taxes now in effect or hereafter imposed.
- 4.11 Maintain a cash basis system of office records, books, and accounts which records shall be subject to examination by Association's authorized agents at all reasonable hours. As a standard practice Agent shall render to Association a quarterly statement of receipts and disbursements within 15 days of the last day of each quarter.
- 4.12 Prepare with the assistance of an accountant, if necessary, an operating budget for a fiscal year ending March 31, setting forth an itemized statement of the anticipated receipts and disbursements for every new fiscal year based on the then current schedule of assessments and taking into account the general condition of the Association. Each such budget, together with a statement from Agent detailing a plan of operation and justifying cost estimates, shall be submitted to Association at least 45 days prior to commencement of the annual period for which it has been made. Following its adoption by Association, copies of the budget shall be made available, upon request, to appropriate governmental authorities. The budget shall serve as a supporting document for the schedule of assessments proposed for the new fiscal year. It shall also constitute a major control under which Agent shall operate and there shall be no substantial variances therefrom, except such as may be authorized by Association. By this is meant that no expenses may be incurred by Agent in connection with the maintenance and operation of Association in excess of the amounts allocated to the various classifications of expense in the approved budget without the prior consent of Association, except if necessary due to emergency or lack of sufficient time to obtain such prior consent. An overrun may be experienced, provided the Association is notified in writing within 24 hours.
- 4.13 Operate and maintain the Association according to the highest standard achievable consistent with the overall plan of Association. Agent shall see that all Members are informed with respect to such rules, regulations, and notices as may be promulgated by Association from time to time. Agent shall be expected to use its best efforts to perform such other acts and deeds as are reasonable, necessary, and proper in the discharge of its duties under this Agreement.

5. Obligation of Association. Everything done by Agent under the provisions of Section 4 of this Agreement shall be done as Agent of the Association. All obligations or expenses incurred thereunder shall be on behalf of and at the expense of Association. Any payments made by Agent thereunder shall be disbursed from such sums available in the special account of Association. No Agent shall be obliged to incur any liability or obligation for the account of Association without reasonable assurance that the necessary funds for the discharge thereof will be provided.

6. Bank Account. Agent shall establish and maintain, in a bank whose deposits are insured by the Federal Deposit Insurance Corporation and in a manner to indicate the custodial nature thereof, a separate bank account as Agent of Association for the deposit of Association's moneys, with authority to draw thereon for any and all payments (including Agent's fee). All such payments are subject to the limitations in this Agreement.

7. Compensation. Agent shall be entitled to receive for all services performed under this agreement a fee of \$1,000.00 per month. Agent shall be compensated by Association for its services according to the amounts set forth in this Section on a monthly basis, payments being due on the first of each month for which the services are being rendered. Materials and services used for Association's management or maintenance programs shall be paid by Association. Included are costs such as: answering service, service request forms, telephone log books, commercial bank service charges, voucher checks, photocopy charges, printing, distribution, and mailing activities, etc. costs of processing chronic or extreme delinquent accounts, (e.g. registered mailings, costs of filing claims, appearance in court, etc.) shall represent "Additional Activities" for which Agent shall be compensated at an amount agreed to by both parties. The same shall prevail for other actions resulting in the need to engage counsel and pursue legal remedies regarding the actions of an individual, as agreed to by Association. In the event of a major casualty loss, Agent shall be entitled to additional compensation for supervision of restoration activities at an amount agreed to by both parties.

8. Term.

- 8.1 Unless cancelled pursuant to Subsections 8.2, 8.3, or 8.4 of this Section, this Agreement shall be in effect beginning \_\_\_\_\_ and ending [1 year] \_\_\_\_\_ and shall then continue on a month to month basis unless otherwise renewed.
- 8.2 This Agreement may be terminated by mutual consent at the end of any calendar month, but not without 30 days prior written notice, and served upon the president of the Association.
- 8.3 In the event a petition in bankruptcy is filed by or against Agent, or in the event that he shall make an assignment for the benefit of creditors or take advantage of any insolvency act or proceeding, either party hereto may terminate this agreement with at least 30 days prior written notice.

- 8.4 On termination, the parties shall account to each other with respect to all outstanding matters as of the date of termination, and Association shall furnish Agent with reasonable security that any outstanding obligations or liabilities that the Agent may have incurred will be satisfied by Association hereunder.
- 8.5 This Agreement may be assigned and transferred by Agent with prior written authorization from Association, which shall not unreasonably be withheld.
- 8.6 Except for willful acts or acts amounting to gross negligence on the part of Agent, the Association agrees to indemnify and hold harmless the Agent for all liability, damages and expenses (including without limitation counsel fees sustained by Agent from Agent's action in carrying out and fulfilling the provisions of this Agreement or acting under the express or implied direction of Association). Association shall also indemnify and hold harmless the Agent from all liability, damages and expenses (including without limitation counsel fees) sustained by Agent as a result of the actions of Association or Association's officers, employees, and contractors. Any action or proceeding brought against Agent by reason of any claim, just or unjust, covered by this Section, Association shall, at its own expense, defend such action or proceeding in Agent's name, and retain legal counsel approved by the Agent. Agent shall give Association prompt notice of such claim or proceeding. The provisions of this Section shall survive the termination of the Agreement.

9. Definitions. As used in this Agreement:

- 9.1 The term "assessments" shall mean those costs established by Association that the members are obliged to pay as their share of the common expenses under the plan of unit ownership.
- 9.2 The term "gross collections" shall mean all amounts actually collected by Agent, either as assessments or as rents.
- 9.3 The fiscal year for the Association shall end March 31st or as may be determined by the Board of Directors of the Association.

10. Successors and Assigns. This Agreement, which is made subject and subordinate to all rights of federal, state, county or municipal authorities, shall inure to the benefit of and constitute a binding obligation upon the contracting parties, their respective successors and assigns.

11. Entire Agreement and Modification. This Agreement shall constitute the entire agreement between the contracting parties, and supersedes all prior and contemporaneous agreements and understandings of the parties. No variance or modification thereof shall be valid and enforceable, except by supplemental agreement in writing, executed and approved in the same manner as this Agreement.



12. Arbitration. Any party to this Agreement shall have the right to demand that any dispute or controversy arising out of or related to this Agreement, shall be adjudicated by arbitration in accordance with the rules of the American Arbitration Association.

13. Interpretation. All issues and interpretations of this Agreement shall be construed in accordance with New Jersey Law.

IN WITNESS WHEREOF, the parties have hereunder set their hands and seals on the date set forth above.

ASSOCIATION

ATTEST:

STANTON RIDGE HOMEOWNERS  
ASSOCIATION, INC.

\_\_\_\_\_  
Name:  
Title:  
(Corporate Seal)

By: \_\_\_\_\_  
Name:  
Title:

AGENT

WITNESS:

EDGE VENTURES

\_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

Prepared by: \_\_\_\_\_  
Richard Schatzman  
Attorney-at-Law  
of New Jersey

**DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS  
FOR THE  
STANTON RIDGE DEVELOPMENT  
READINGTON TOWNSHIP  
HUNTERDON COUNTY, NEW JERSEY**

THIS DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS (herein "Declaration"), made and executed this \_\_\_\_\_ day of \_\_\_\_\_, 1993 by Stanton Properties II, a New Jersey general partnership consisting of Stanton Properties, a New Jersey general partnership in which Neil I. Van Cleef and Edward Vogel are partners and Chanco Development Corporation - Stanton, a Delaware corporation, c/o Edge Ventures, Amwell Road, P.O. Box 399, Belle Mead, New Jersey 08502 (herein the "Declarant"),

**WITNESS:**

WHEREAS, Declarant is the owner of certain real property situate in the Township of Readington, County of Hunterdon and State of New Jersey, more particularly described in Exhibits "A", "B", and "C" attached hereto and made a part hereof (herein the "Property"); and

WHEREAS, Declarant desires to create on the Property a residential development to be referred to herein as the "Stanton Ridge Development," which is presently planned to consist of up to 151 lots for individually owned residences, and other Homeowner Common Areas and Facilities and Country Club Areas and Facilities, as further described and defined herein, some of which are to be owned and/or maintained by a homeowners association; and

WHEREAS, the Declarant's plan for the Property contemplates development in multiple stages; and

WHEREAS, previous to the date hereof Declarant or its predecessor in interest in the Property obtained preliminary subdivision for different phases or parts of the Development, final subdivision approval for Phase I of the Development consisting of forty (40) lots, together with site plan approval for the sewer treatment facilities, the golf course and other Country Club facilities from the Readington Township Planning Board and all other governmental authorities having jurisdiction thereof;

WHEREAS, Declarant has caused or is about to cause to be created and incorporated a not-for-profit corporation known as Stanton Ridge Homeowners Association, Inc. for the purposes, among other things, of owning and, except as set forth herein, maintaining the aforesaid Homeowner Common Areas and Facilities for the use, benefit and enjoyment of the residents of the Stanton Ridge Development, and for the purpose of owning the Country Club Areas and Facilities initially and then conveying same in fee simple on condition subsequent (with a right of reverter in it should same not be maintained and operated as a Country Club with golf course and other recreational facilities as per the aforesaid approved site plan for the Development) to a certain Stanton Golf Properties, a New Jersey general partnership consisting of the same general partners as the Declarant (hereinafter "Golf Properties") which will thereafter lease the said golf course and other recreational facilities to a not-for-profit New Jersey corporation known as Stanton Ridge Golf and Country Club, Inc.; and

WHEREAS, the said Homeowners Association will own in fee simple absolute the lot upon which the sewer treatment facilities are situated together with all of the equipment, pipes, appurtenances of such sewer treatment facilities together with an additional open space lot adjoining same; and

WHEREAS, Declarant desires to ensure the attractiveness of the Stanton Ridge Development as a residential neighborhood and to ensure and provide for the maintenance and upkeep of the said Homeowner Common Areas and Facilities;

NOW, THEREFORE, Declarant, intending to be bound legally hereby declares that all of the real property described in Article II of this Declaration, including the improvements to be constructed thereon, is and shall be held, transferred, sold, conveyed, leased, mortgaged and occupied subject to the covenants, easements, restrictions, conditions, charges and liens hereinafter set forth, all of which are intended by Declarant to run with the land and be binding upon and enure to benefit of successors and/or assigns in title.

## ARTICLE I

### DEFINITIONS

#### Section 1.1

The following words, when used in this Declaration (unless the context clearly indicates otherwise), shall have the following meanings:

(a) "Areas of Common Responsibility" shall mean and refer to those areas, if any, which by the terms of this Declaration or by easement, contract or agreement become the responsibility of the Association.

(b) "Association" shall mean and refer to "Stanton Ridge Homeowners Association, Inc.," a not-for-profit corporation of the State of New Jersey, its successors and assigns, formed to administer, manage and operate the Homeowner Common Areas and Facilities and the common affairs of the Association on behalf of the Owners of Lots on the property subject to this Declaration and to own, lease, maintain, repair and replace the Homeowner Common Areas and Facilities of the Stanton Ridge Development, and to initially own the Country Club Areas and

Facilities, as more fully provided in this Declaration and the Association's Certificate of Incorporation and Bylaws.

(c) "Board" shall mean and refer to the Board of Trustees of the Association and any reference herein or in the Certificate of Incorporation, Bylaws or Rules and Regulations to any power, duty, right of approval or any other right of the Association shall be deemed to refer to the Board and not the membership of the Association, unless the context expressly indicates to the contrary.

(d) "Bylaws" shall mean and refer to the Bylaws of the Association, together with all future amendments or supplements thereto.

(e) "Certificate of Incorporation" shall mean and refer to the Certificate of Incorporation of the Association as it may be amended.

(f) "Stanton Ridge Development" shall mean and refer to (i) all the lands and premises described in Exhibits "A", "B" and "C"; (ii) all improvements now or hereinafter constructed in, upon, over or through such lands and premises, whether or not shown on any Exhibit hereto; and (iii) all rights, roads, bridges, waters, privileges and appurtenances thereto belonging or appertaining; (iv) the entire entity created by the execution and recording of this Declaration; and (v) such additions thereto of all or any portion of any additional lands or parcels of lands as may be made by Declarant by amendment to this Declaration.

(g) "Common Expenses" shall, subject to the provisions of Article VIII hereof, mean and refer to all those expenses (including reserves) incurred or assessed by the Association, or its respective trustees, officers, agents or employees, in the lawful performance of their respective duties or powers.

(h) "Country Club" shall mean and refer to the Stanton Ridge Golf and Country Club, Inc., a not-for-profit corporation of the State of New Jersey, its successors and assigns, or any similar

entity organized for the purpose of maintaining and operating the Country Club Areas and Facilities.

(i) "Country Club Areas and Facilities" shall mean and refer to the real property and the improvements thereon, designed and reserved for use by the Country Club, as described and defined in Article III, Section 3.2 hereof.

(j) "Country Club Member" shall mean and refer to the members of the Country Club as provided in the Country Club Certificate of Incorporation and/or the Bylaws.

(k) "Declarant" shall mean and refer to Stanton Properties II, a New Jersey general partnership consisting of Stanton Properties, a New Jersey general partnership in which Neil I. Van Cleef and Edward Vogel are partners and Chanco Development - Stanton, a Delaware corporation, and its successors and assigns if any such successor or assigns shall acquire more than one undeveloped Lot from the Declarant for the purpose of development, and is designated as such by Declarant as contemplated by Article XXI of this Declaration.

(l) "Declaration" shall mean and refer to this instrument with all future amendments and supplements hereto.

(m) "Drainage Rights" shall mean and refer to all of Declarant's rights, privileges, easements and rights of way to construct, use and enjoy for the benefit of the Association and the Owners, any facilities or improvements for the drainage, retention or detention of storm water, together with rights of access thereto, whether or not such facilities or improvements are physically located on the Property.

(n) "Easement Areas" shall mean and refer only to those portions of the Property, including portions of some Lots, as shown on the Final Plat(s) or the other plans or instruments filed or recorded with the Clerk of Hunterdon County which are subject to existing easements, or as may hereinafter be subjected to easements created by additional filed plat(s), or other

recorded plans or instruments. Easement Areas shall mean and refer only to the lands subject to the Declaration, even if portions of those lands include easements which extend beyond the Property subject at the time to the Declaration.

(o) "Federal Mortgage Agencies" shall mean and refer to those federal agencies who have or may come to have an interest in the Stanton Ridge Development, including, but not limited to, the Federal Housing Administration, the Veterans Administration, the Federal National Mortgage Association, and the Federal Home Loan Bank Corporation, and the Government National Mortgage Association, or successors to their interests.

(p) "First Mortgagee" shall mean and refer to a Lender who holds the first mortgage on a Lot and who has notified the Association of its holdings.

(q) "Final Plat" or "Final Plat(s)" shall mean (i) the series of plans entitled : "Final-Plat - Stanton Ridge - Section 1" prepared by Van Cleef Engineering Associates and (ii) the plan or series of plans constituting each and every additional final plat(s) filed by Declarant with the Office of the Clerk of Hunterdon County for any subsequent stage(s) or phase(s) of the Declarant's general development plan as may be amended and made a part of the Stanton Ridge Development by virtue of amendment(s) to this Declaration as contemplated by Article II, Section 2.2 hereof or further final plats filed in the Hunterdon County Clerk's Office finalizing the aforesaid preliminary subdivision approvals obtained for this Development (after obtaining such final approval from the Readington Township Planning Board and other governmental authorities having jurisdiction thereof).

(r) "Golf Properties" means Stanton Golf Properties, a New Jersey general partnership consisting of the same general partners as the Declarant which thereafter lease the said golf course and other recreational facilities to a not-for-profit New Jersey corporation known as Stanton Ridge Golf and Country Club, Inc., after receiving title in and to the lands comprising

said golf course and recreational facilities in fee on condition subsequent from the Association as herein explained.

(s) "Governing Documents" shall mean and refer collectively and severally to the Certificate of Incorporation of the Association, the Bylaws, this Declaration and the Rules and Regulations, all as may be amended from time to time.

(t) "Homeowner Common Areas and Facilities" shall mean and refer to all real property, the improvements thereon and personal property in which the Association holds an ownership or leasehold interest or an easement for the common use and enjoyment of all Owners, as described and defined in Article III, Section 3.1 hereof, excluding the Country Club Areas and Facilities as described and defined in Article III, Section 3.2 hereof.

(u) "Lender" shall mean and refer to any commercial or savings bank, mortgage banker, savings and loan association, trust company, insurance company, governmental agency, or other financial institution or pension fund, any other lender engaged in financing the purchase, construction or improvement of real estate, or any assignee of loans made by such a lender.

(v) "Lot" shall mean and refer to any lot or other parcel in the Property shown upon the Final Plat, together with any and all improvements thereon, on which a residential structure could be constructed, whether or not one has been constructed.

(w) "Member" shall mean and refer to a person or entity who or which is the Owner of a Lot subject to this Declaration.

(x) "Owner" or "Owners" shall mean and refer to, individually or collectively, as applicable, those persons or entities in whom record title to any Lot whether improved or unimproved is vested as shown in the records of the Hunterdon County Clerk, and shall include the Declarant unless the context expressly indicates otherwise. An Owner shall not mean or refer to any mortgagee or any person or entity who hold an interest merely as security for the



performance of an obligation unless and until such mortgagee has acquired title to any such Lot pursuant to foreclosure proceedings or any proceeding in lieu of foreclosure. The term "Owner" shall not include or refer to any lessee or tenant of an Owner.

(y) "Permitted Mortgage" shall mean and refer to any mortgage lien encumbering a Lot, which mortgage is held by a Lender or which is a purchase money mortgage held by the Declarant or by the seller of a Lot.

(z) "Property" shall mean and refer to (i) the real property situate in Readington Township, Hunterdon County, New Jersey more particularly described in Exhibits "A", "B", and "C" attached hereto, and made subject to this Declaration under the provisions of Article II, Section 2.1 hereof, and (ii) such additions thereto as may be made by Declarant by amendment to this Declaration.

(aa) "Reserved Homeowner Common Areas and Facilities" shall mean and refer to the Homeowner Common Areas and Facilities described in Section 3.3 herein.

(bb) "Rules and Regulations" shall mean and refer to the rules and regulations duly adopted by the Board with all future amendments and supplements thereto.

## ARTICLE II

### PROPERTY SUBJECT TO THIS DECLARATION

**Section 2.1 Property.** The real property which is and shall be held, transferred, sold, conveyed, leased, mortgaged and occupied subject to the covenants, easements, restrictions, conditions, charges and liens set forth in and imposed by this Declaration shall be that real property which is more particularly described in Exhibits "A", "B", and "C" and any additional property hereafter annexed as provided in Article II, Section 2.2 hereof.

**Section 2.2 Additional Property Which May Be Added.** The Declarant, its successors and assigns, at any time and from time to time shall have the unilateral right, but not the obligation, by one or more amendments to this Declaration, to subject additional lands to this Declaration by an amendment to this Declaration. Any such amendment shall be recorded in the Office of the Hunterdon County Clerk and shall contain a legal description of such additional lands. Nothing herein shall be construed to require Declarant to develop or subdivide all or any portion of additional lands other than that which are described on Exhibits "A", "B", and "C" attached hereto in any manner whatsoever. No amendments made or recorded by the Declarant pursuant to this section shall require the approval or consent of any Owner or the Association.

**Section 2.3 Conveyance of Declarant's Interests in Homeowner Common Areas and Facilities and Country Club Areas and Facilities.** Declarant may retain legal title to all or portions of the Homeowner Common Areas and Facilities, the Country Club Areas and Facilities and/or to all or any portion of Declarant's Drainage Rights until such time as it has completed all required improvements thereon and all Lots are conveyed to an end user, (*i.e.*, not a conveyance to a builder or developer for use in its trade or business) and not later than ninety (90) days following such time, conveyance of same to the Association shall be required. Although Declarant may own the Homeowner Common Areas and Facilities, all maintenance costs, operating expenses, taxes (if any), repair and replacement costs of Homeowner Common Areas and Facilities shall be provided and paid for as set forth in Article VIII herein. Declarant reserves the unilateral right, without the consent of the Owners or the Association, at any time to grant and convey or to cause the grant and conveyance to the Association, for the benefit of the Owners, all of Declarant's right, title and interest, in and to all or any portion of the Homeowner Common Areas and Facilities, subject to the provisions of this Declaration,

encumbrances of record, the registered public offering statement, and as may be required pursuant to the New Jersey Planned Real Estate Development Full Disclosure Act. The Association shall be obligated to accept as Homeowner Common Areas and Facilities any property or interest therein conveyed to the Association as Homeowner Common Areas and Facilities by the Declarant. Declarant further reserves the unilateral right, and this unilateral right shall also be reserved in favor of Golf Properties as well, without the consent of the Owners or the Association, at any time to grant and convey or to cause the grant and conveyance to the Association all of Declarant's and/or Golf Properties' right, title and interest, in and to all or any portion of the Country Club Areas and Facilities, subject to the provisions of this Declaration, encumbrances of record, any lease or leases, the registered public offering statement, and as may be required pursuant to the New Jersey Planned Real Estate Development Full Disclosure Act. The Association shall be obligated to accept as Country Club Areas and Facilities any property or interest conveyed to the Association as Country Club Areas and Facilities by the Declarant or Golf Properties.

**Section 2.4 Conveyance of Declarant's Drainage Rights and Obligations.** Declarant further reserves the unilateral right, without the consent of the Owners or the Association, to grant, convey, transfer and assign, or to cause the grant, conveyance, transfer and assignment to the Association, for the benefit of the Owners, Declarant's Drainage Rights, whether or not physically located on the Property or any additional property and to impose upon the Association in connection therewith the obligation to maintain all improvements constructed pursuant to said Drainage Rights, and the ways of access thereto, in good order and repair, so that said improvements shall be fully useful at all times for the purposes for which they were designed. The Association shall be obligated to accept any such grant, conveyance, transfer or assignment. Regardless of the status of title to the Drainage Rights, the required maintenance

costs, operating expenses, taxes (if any), repair and replacement costs shall be provided and paid for as set forth in Article VIII herein. Upon the making of such grant, conveyance, transfer or assignment, all areas and improvements connected with such Drainage Rights shall be deemed to be a part of the Homeowner Common Areas and Facilities for all purposes of this Declaration.

**Section 2.5 Designation and/or Conveyance of Property for Governmental Interests.** For so long as the Declarant owns any portion of the Property the Declarant shall have the unilateral right, without the consent of the Owners or the Association, to designate and/or convey or to cause the designation and/or conveyance of sites on the Property for fire, police, water and sewer facilities, public schools, parks, and other public facilities. The right so reserved in this Section 2.5 shall not apply to Homeowner Common Areas and Facilities that have been conveyed to the Association by Declarant unless such designation and/or conveyance is undertaken pursuant to any lawful order by a government agency or by any condition imposed upon the grant of final subdivision or site plan approval by the Planning Board of Readington Township (or such other planning board or municipal body as may have jurisdiction over the Property) as set forth in any resolutions of final approval with respect to any portion of the Property.

### **ARTICLE III**

#### **DESCRIPTION OF HOMEOWNER COMMON AREAS AND FACILITIES, COUNTRY CLUB AREAS AND FACILITIES AND AREAS OF COMMON RESPONSIBILITY**

**Section 3.1 Homeowner Common Areas and Facilities.** Except as otherwise provided herein, all appurtenances, facilities and other items which are not physically within the boundaries of the Lots or the Country Club Areas and Facilities and not within the bounds of streets, roads, roadways shown on final subdivision plats of the Property filed in the Hunterdon

County Clerk's Office and which are part of the Property then subject to the Declaration (or any additional Property that becomes subject to the Declaration) shall comprise the Homeowner Common Areas and Facilities. The Homeowner Common Areas and Facilities shall also include by way of description, but not by way of limitation:

(a) All land shown on Exhibits "D" and "E" whether improved or unimproved, which lands comprise a lot upon which is constructed a sewage treatment plant, pipelines and all of the accompanying equipment and an open space lot contiguous thereto.

(b) Any and all easements for any purpose, including, without limitation, for drainage, irrigation pipes, discharge for treated sewage on the Country Club Areas and Facilities and/or other parts of the Property, construction access, or emergency access, and any easement or other right which may now or hereafter be granted for the benefit of the Owners or others for access to and use of the Homeowner Common Areas and Facilities not included within the Stanton Ridge Development;

(c) All tangible personal property required for the operation, maintenance and administration of the Homeowner Common Areas and Facilities, the Stanton Ridge Development and/or the Association which may be owned or leased by the Association, excluding, however, all of the machinery, equipment and personal property used by the Country Club or owned or leased and used in connection with the operation and maintenance of the Country Club Areas and Facilities; and

(d) All other facilities or elements of any improvement on the Stanton Ridge Development necessary or convenient to the existence, management, operation, maintenance and well-being of the Stanton Ridge Development, the Homeowner Common Areas and Facilities and/or the Association, excluding, however, the Country Club Areas and Facilities.

**Section 3.2 Country Club Areas and Facilities.**

The Country Club Areas and Facilities shall include (a) all land as described in Exhibits "F" and "G", and shall also include, by way of description, but not limitation, the real property and the improvements thereon, designed and reserved for use as golf facilities and tennis-swim facilities, including (i) a swimming pool and tennis courts; (ii) tennis and swim clubhouse including areas for a foyer, men's and women's locker rooms, a fitness facility, a dining area - game room and kitchen, a pro shop, and various offices and meeting rooms; (iii) an 18 hole golf course and practice areas (driving range, putting green and chipping green); (iv) a golf clubhouse including a dining room, grill, lounge, card and activity room, pro shop, administrative offices and men's and women's locker rooms; (v) parking areas and maintenance facilities related to the foregoing; (vi) the access to the Country Club and easements for ingress and egress to the golf and tennis-swim facilities; (vii) the detention basins located within the golf course areas; (viii) the golf cart and golf pedestrian cartways and paths, the path system used solely for the golf course, and easements related thereto, including, without limitation, any other easement or right which may now or hereafter be granted for the benefit of the Country Club.

**Section 3.3 Reserved Homeowner Common Areas and Facilities and Areas of**

**Common Responsibility.** The Board shall have the power in its discretion with regard to all or any portion(s) of the Homeowner Common Areas and Facilities, to (i) designate same from time to time as "Reserved Homeowner Common Areas and Facilities"; (ii) grant reserved rights to the Association, to the Country Club and/or to any or fewer than all of the Owners; and (iii) establish a reasonable charge to such Owners for the use and maintenance thereof. The exercise of such discretion by the Board shall not be construed as a sale or disposition of the Homeowner Common Areas and Facilities. The Board shall also have the power in its discretion to maintain and operate any areas, including public rights-of-way within or adjacent to Lots which

by the terms of this Declaration or by easement, contract, or agreement become the responsibility of the Association, as Areas of Common Responsibility.

#### **ARTICLE IV**

##### **HOMEOWNER COMMON AREAS AND FACILITIES**

**Section 4.1 Owners' Right of Enjoyment.** Every Owner's right to the use and enjoyment of the Homeowner Common Areas and Facilities shall be subject to the following:

- (a) The right of the Board to promulgate Rules and Regulations for the use and enjoyment thereof;
- (b) The right of the Board to suspend the voting rights and right to use and enjoy the Homeowner Common Areas and Facilities of any Owner for the period during which any assessment against his Lot remains due and unpaid, or for up to sixty (60) days for any infraction of the Rules or Regulations or for any period during which an infraction of the Rules and Regulations continues, it being understood that any suspension for either non-payment of any assessment or a breach of the Rules and Regulations shall not constitute a waiver or discharge of the Owner's obligation to pay assessments or to comply with the Rules and Regulations;
- (c) All the provisions of this Declaration, and of the Certificate of Incorporation and Bylaws of the Association;
- (d) The right of the Association to dedicate or convey all or any part of the Homeowner Common Areas and Facilities (or easement rights therein) to any governmental or quasi-governmental agency, utility or authority, for such purposes and subject to such conditions as may be agreed upon by the Association. No such dedication or transfer shall be effective unless the holders of all First Mortgages of record on the Lots and the Owners of seventy-five (75%) percent of the voting power of the Association have signed a written instrument agreeing

to such dedication or transfer and such instrument shall have been recorded and the written consent of Readington Township, to such dedication or transfer also shall have been obtained. However, the written consent of Readington Township or any other governmental agency, the mortgagees and the Owners shall not be required for the dedication or conveyance of any utility easements (including, but not limited to: water line, gas line, electric, telephone, sanitary sewer, storm sewer and cable television easements). In addition, no written agreement or consent of First Mortgagees and Owners and no written consent of Readington Township or any other governmental agency shall be required in the case of any lease to the Country Club, or any conveyance, dedication, grant or transfer (conditional or otherwise) of any portion of the Homeowner Common Areas and Facilities or Country Club Areas and Facilities carried out by the Declarant to the Association, or carried out by the Declarant or Association pursuant to any lawful order by a government agency or by any condition imposed upon the grant of final or preliminary subdivision or site plan approval by the Planning Board of Readington Township (or such other planning board or governmental agency as may have jurisdiction over the Property or any additional Property), as set forth in any resolution(s) of final or preliminary approval with respect to any portion of the Property or any additional Property; and

(e) The rights of Declarant and the Association to borrow money on the security of the Homeowner Common Areas and Facilities and the rights of the Declarant, the Association, and Golf Properties as regards to the Country Club Areas and Facilities to place easements or mortgages respectively on said Homeowner Common Areas and Facilities, and the Country Club Areas and Facilities; and

(f) The right of the Declarant, until the last Lot in the development is conveyed to an end user, i.e. not a conveyance to a builder or developer for use in its trade or business, to enter onto and maintain said Homeowner Common Areas and Facilities and reasonably charge the



Association for such maintenance in the event that the Association fails to properly maintain the Homeowner Common Areas and Facilities in accordance with the standards as may be promulgated by the Association from time to time.

**Section 4.2 Delegation of Use.** Any Owner may delegate his right of enjoyment to the Homeowner Common Areas and Facilities to the members of the Owner's family, tenants, or contract purchasers who reside on the Lot, subject to the provisions of this Declaration, the Bylaws and the Rules and Regulations.

**Section 4.3 Rules and Regulations.** The Board shall have the right to adopt and promulgate Rules and Regulations governing the use of the Homeowner Common Areas and Facilities.

**Section 4.4 Obligation to Maintain.** The Association shall have the duty and obligation to maintain the Homeowner Common Areas and Facilities in good order and condition, in accordance with standards as may be promulgated by the Board from time to time.

## **ARTICLE V**

### **COMMON UTILITY LINES**

**Section 5.1 Utility Lines Serving More Than One Lot.** In order to provide the Lots with underground utility lines, it may be required from place to place within the Stanton Ridge Development that two or more Lots be served with a common service entrance line and encumbered with easements therefor. The Owners of Lots subject to easements for such lines, as shown on any Final Plat of the Property shall cooperate fully with all maintenance, repair and other measures as may be necessary to provide adequate and proper services to the Lots served thereby.

## ARTICLE VI

### CONVEYANCE OF THE COUNTRY CLUB AREAS AND FACILITIES

**Section 6.1 Lease to Country Club.** In spite of anything to the contrary herein or in the Governing Documents, the Declarant will convey in fee simple absolute the Country Club Areas and Facilities to the Association which will then at some point later in time convey the Country Club Areas and Facilities in fee simple on condition subsequent to Golf Properties with a covenant that the Country Club Areas and Facilities will be maintained as such in perpetuity (the maintenance of same being described herein and in other Governing Documents) and upon breach of this covenant, the Association because of its right of reverter, will be vested with title in and to the Country Club Areas and Facilities. After the conveyance in fee simple on condition subsequent by the Association to Golf Properties, Golf Properties will lease the Country Club Areas and Facilities as lessor (but subject to the right of reverter in favor of the Association) to a not-for-profit New Jersey corporation known as Stanton Ridge Golf and Country Club, Inc. as lessee pursuant to a written lease agreement (hereinafter the "Lease"). The Lease or any such renewal thereof or any of the transactions described in this Article VI, Section 6.1 shall not be construed as a transfer, disposition, sale or conveyance of the Country Club Areas and Facilities. Further, and in spite of anything to the contrary herein or in the Governing Documents, Golf Properties reserves the unilateral right, without consent of the Owners or the Association, after the conveyance of the Country Club Areas and Facilities to it, to assign or cause the assignment to the Association of all or any of the Golf Properties' rights and obligations under the Lease. The Association shall be obligated to accept any such assignment. Subject to the provisions of the Lease and after assignment of the Lease from Golf Properties to the Association, the Board of Trustees of the Association shall have the power to agree to and execute such amendments to the Lease as may also be agreed upon by the Stanton Ridge Golf and Country

Club, Inc. as lessee. The approval, agreement or consent of the Members of the Association shall not be required for any such amendment.

**Section 6.2 Maintenance of the Country Club Areas and Facilities.** The terms of the Lease shall provide that the lessee shall be solely responsible for all of the costs, obligations and liabilities (including but not limited to property taxes and insurance) outside lighting costs, salaries of Country Club employees, administrative costs, management fees of Golf Properties, reimbursement for all costs relative to the construction and start up of the Country Club Areas and Facilities and all other costs associated with the operation and maintenance of the Country Club Areas and Facilities. The Lease shall also require that the lessee shall maintain the Country Club Areas and Facilities in accordance with the maintenance standards prescribed by the lessor from time to time.

**Section 6.3 Priority Consideration for Country Club Membership; No Discrimination.** The terms of the Lease of the Country Club Areas and Facilities shall provide that a membership application by an Owner shall receive consideration before an application of any person or entity who or which is not an Owner, and that the Country Club shall not discriminate on account of marital status, age, sex, race, creed, religion or national origin.

**Section 6.4 Use of Country Club Areas and Facilities by Lot Owners.** The Lease of the Country Club Areas and Facilities shall provide that the Owners shall be entitled to receive a membership in the Country Club entitling them to use the following specified recreational facilities of the Country Club, without payment of any Country Club membership joining fees: the swimming pool, tennis and swim clubhouse and tennis courts. The Lease shall further provide that the use of the foregoing facilities of the Country Club may be subject to the payment of annual dues or charges, other than membership joining fees, as may be imposed from time to time by the Country Club for the use of such facilities. The Lease shall also provide,

however, that use by Owners of the golf course, golf clubhouse and other rights of any golf membership in the Country Club shall be subject to acceptance by the Country Club of an Owner's application and subscription to such golf membership, and shall be subject to payment of such membership joining fees, annual dues or other charges imposed by the Country Club for such golf membership. The Lease shall also provide that membership in the Country Club and use of any Country Club Areas and Facilities by Owners shall be subject to the Country Club's governing documents, rules, regulations and procedures.

**Section 6.5 Failure to Enter Into Lease; Termination of Lease; Exercise of Right of Reverter.** In the event Declarant conveys title to the Country Club Areas and Facilities to the Association, or in the event after assignment of the Lease by the Association, the Lease terminates or the Association otherwise obtains the lawful possession of and title to (by reason of exercising its right of reverter or otherwise) and use of the Country Club Areas and Facilities, then in any such event the Association shall have all of the rights, powers, privileges, duties and obligations with respect to the Country Club Areas and Facilities as the Association has with respect to the Homeowner Common Areas and Facilities, including but not limited to the rights, powers, privileges, duties and obligations to maintain and upkeep the Country Club Areas and Facilities and to fix and impose Common Expenses and other assessments therefor upon the Owners.

## **ARTICLE VII**

### **MEMBERSHIP AND VOTING IN THE ASSOCIATION**

**Section 7.1 Membership; Declarant's Voting Rights.** Upon acceptance of a deed to a Lot each Owner shall automatically become a Member of the Association and shall be a Member for so long as legal title to the Lot is held, subject to all provisions of the Governing Documents. The Declarant shall be a Member of the Association with respect to all Lots owned

by it and shall be entitled to that number of votes equal to 151 less the total number of Lots which have been conveyed.

**Section 7.2 Control of the Board of Trustees of the Association.**

(a) In spite of the provisions of Section 7.1 of this Article, the Declarant shall initially be entitled to appoint all members of the Board of Trustees, subject to the following:

(i) No later than sixty days after conveyance of 25% of the Lots to an end user (i.e. not a conveyance to a builder or developer for use in its trade or business), not less than 25% of the members of the Board shall be elected by Owners other than the Declarant;

(ii) No later than sixty days after conveyance of 50% of the Lots to an end user (i.e. not a conveyance to a builder or developer for use in its trade or business), not less than 40% of the members of the Board shall be elected by Owners other than the Declarant;

(iii) No later than sixty days after conveyance of 75% of the Lots to an end user (i.e. not a conveyance to a builder or developer for use in its trade or business), the Declarant's control of the Board shall terminate at which time the Owners shall elect the entire Board, except that the Declarant may continue to appoint one member of the Board so long as there are any Lots remaining unsold to such an end user in the regular course of business.

(b) The above percentages shall be calculated on the basis of the 151 maximum number of Lots contemplated by the Declarant's plan of development; however, in the event there is change in the total number of Lots contemplated to be developed by the Declarant pursuant to its general plan of development as reflected in any amended preliminary and/or final subdivision or site plan approval for the Property or the addition of additional Property, then the above percentages shall be calculated upon the actual number of Lots contemplated for development as reflected in the Declarant's revised development plan.

(c) The Declarant may surrender control of the Board prior to the time specified by executing and filing a written instrument with the Board which surrenders such control, provided the Owners agree by a majority vote to assume control.

(d) While the Declarant is entitled to a majority of the members of the Board, it shall post a fidelity bond or other guarantee acceptable to the Department of Community Affairs of the State of New Jersey, in an amount equal to the annual budget. For the second and succeeding fiscal years of the Association, the bond or other guarantee shall include accumulated reserves.

(e) While the Declarant is entitled to appoint a majority of the Board, it shall have an annual audit of Association funds prepared by an independent accountant, a copy of which shall be delivered to each unit owner within 90 days of the expiration of the fiscal year of the Association. The audit shall cover the operating budget and reserve accounts.

(f) While the Declarant maintains control of the Board, it shall take no action which adversely affects a homeowners rights under *N.J.A.C. 5:25-5.5*, pertaining to new home warranty claims on Homeowner Common Areas and Facilities. Claims relative to defects in Homeowner Common Areas and Facilities, shall be processed in accordance with *N.J.A.C. 5:25-5.5*.

(g) Upon the assumption by the Owners of control of the Board, the Declarant shall forthwith deliver to the Association all items and documents pertinent to the Association such as, but not limited to, the Declaration, documents of creation of the Association, the Bylaws, the Association's minute book, including all minutes, any Rules and Regulations, an accounting of Association funds, Association funds, all personal property, insurance policies, government permits, a membership roster and all contracts and agreements relative to the Association.

(h) The Association, when controlled by the Owners, shall not take any action that would be detrimental to the sale of Lots by the Declarant and shall continue the same level of maintenance, operation and services as immediately prior to their assumption of control, until

the last Lot is sold. The Declarant reserves the right to enforce this provision with any and all lawful remedies including, but not limited to, injunctive relief since the remedy at law for the breach of this covenant is inadequate.

(i) The Declarant shall not be permitted to cast any votes allocated to unsold Lots in order to amend any of the Governing Documents or any other documents for the purpose of changing the permitted use of a Lot, or for the purpose of reducing the Homeowner Common Areas or Facilities.

(j) No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by the Declarant or by a vote of seventy-five (75%) percent of the Owners. This Section shall not apply, however, to (i) actions brought by the Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens), (ii) the imposition and collection of assessments as provided in Article VIII hereof, (iii) proceedings involving challenges to *ad valorem* taxation, or (iv) counterclaims brought by the Association in proceedings instituted against it. This subsection shall not be amended unless such amendment is made by the Declarant or is approved by a vote of 75% of the Owners.

(k) So long as the Declarant owns one or more Lots, the Declarant shall have the right to disapprove actions relating to sales of lots or construction activities of the Board and/or any committee of the Board or the Association, unless it receives prior notice as set forth in this Section 7.2(k). This right shall be exercisable only by the Declarant, its successors and assigns who or which specifically take this power in a recorded instrument. The right to disapprove shall be as follows:

No action authorized by the Board or any committee of the Board or the Association shall become effective, nor shall any action, policy, or program be implemented, until and unless:

(i) The Declarant shall be given prior written notice of all meetings and proposed actions to be considered at meetings of the Board or any committee thereof or of the Association, by certified mail, return receipt requested, or by personal delivery, at the address which Declarant has registered with the Secretary of the Association, and which it may change from time to time. Such notice shall comply with the requirements as to time applicable to written notice of meetings of the Board as set forth in the Bylaws and shall, except in the case of regular meetings held pursuant to the Bylaws, set forth in reasonable particularity the agenda to be followed and matters to be discussed or acted upon at said meeting; and

(ii) The Declarant or its representative or agents shall be given the opportunity at any such meeting to participate without unreasonable limitation in the discussion of any prospective action, policy, or program to be implemented by the Board or any committee thereof or of the Association, and to make its concerns, thoughts, and suggestions known to the Board, or any committee thereof or of the Association.

This subsection 7.2(k) may not be amended without the express, written consent of the Declarant as long as the Declarant owns any Lots.

## **ARTICLE VIII**

### **COVENANTS FOR MAINTENANCE AND CAPITAL IMPROVEMENT ASSESSMENTS.**

**Section 8.1 Fixing of Common Expenses.** It shall be an affirmative and perpetual obligation of the Board to fix assessments for Common Expenses in an amount at least sufficient to maintain and operate the Homeowner Common Areas and Facilities and Areas of Common Responsibility as contemplated by this Declaration and the Bylaws, including, without limitation, the funding of reserves for the maintenance, repair, and replacement of those elements and improvements of the Homeowner Common Areas and Facilities and Areas of Common Responsibility that must be replaced on a periodic basis. The amount of monies for Common



Expenses of the Association deemed necessary by the Board and the manner of expenditure thereof shall be a matter for the sole discretion of the Board subject to the requirements of this Declaration. The Board shall maintain reserve funds which are, in its sole judgment, adequate for the maintenance, repair, and replacement of those Homeowner Common Areas and Facilities and Areas of Common Responsibility that need maintenance, repairs and/or replacement on a periodic basis.

**Section 8.2 Annual Assessments; Installment Payments.** Assessments for Common Expenses shall be made for an annual period to be determined by the Board and shall be payable in monthly installments due on the first day of each month. The Board shall cause to be prepared at least thirty (30) days in advance of the due date of the first installment of each year's annual assessment for Common Expense, a list of all Lots and the annual Common Expense assessment applicable thereto, including the names of the Owners of each Lot, which list shall be kept in the office of the Association and shall be open to inspection, upon request, by any Owner. Written notice of the annual assessment for Common Expenses shall be sent by mail or delivered to every Owner. If an annual assessment is not made as required herein and so long as Declarant is not in control of the Board, an assessment shall be presumed to have been made in the amount of the last prior year's assessment increased by ten percent (10%), and any installment of such annual assessment shall be due upon each installment payment date until a new annual assessment for Common Expenses is made.

**Section 8.3 Amendment of Annual Common Expense Assessment.** In the event the assessment for annual Common Expenses proves to be insufficient, the budget and assessments for expenses may be amended at any time by the Board, provided that nothing

herein shall serve to prohibit or prevent the Board from imposing a lump sum assessment in the case of any immediate need or emergency.

**Section 8.4 Special Assessments.** In addition to the annual assessment for Common Expenses hereinbefore authorized, the Board may, at any time and from time to time levy a special Common Expense assessment, for the purpose of defraying in whole or in part, the cost of any construction or reconstruction, unexpected repair, replacement or increase in anticipated costs or a described capital improvement upon or to the Homeowner Common Areas and Facilities or Areas of Common Responsibility, including the necessary furniture, fixtures, equipment, and other personal property related thereto, or for any other lawful purpose, provided that if during any twelve (12) month period, such special assessment or special assessments in consecutive years for a single improvement exceeds in the aggregate ten (10%) percent of the then annual Association budget, it shall receive the assent by the vote in person or by proxy of two-thirds (2/3) of the aggregate votes held by all of the Members in good standing at a meeting duly called for such purpose. Written notice of such meeting shall be sent to all Owners at least thirty (30) days in advance, and which notice shall set forth the purpose of the meeting. The due date(s) of any special assessment, or any installment(s) thereof, shall be fixed in the resolution authorizing such special assessment.

While the Declarant maintains a majority of the Board, Declarant shall make no additions, alterations, improvements or purchases not contemplated in the registered Public Offering Statement, as may be amended, which would necessitate a special assessment or a substantial increase in the monthly annual assessment for Common Expenses unless required by a government agency, title insurance company, mortgage lender or in the event of any emergency.

Additionally, while the Declarant owns Lots, whether improved or unimproved, and the Owners other than the Declarant elect a majority of the Board, the Board shall not take any action which would reduce the Owners' annual contribution toward reserves, make any additions, alterations, improvements or purchases not contemplated in the registered Public Offering Statement, as may be amended, or would necessitate a special assessment or substantial increase in the monthly or quarterly assessment, unless the Declarant gives its written consent or such action is required by a government agency, title insurance company, mortgage lender or in the event of any emergency. Moreover, while Owners other than the Declarant elect a majority of the Board, the Association and the Board shall continue the same level of maintenance, operation and services as provided immediately prior to the Declarant's relinquishment of control of the Board except where the Bylaws or Governing Documents require a higher degree of maintenance, operation or services in which case the Association and the Board shall provide such higher level. Neither the Association nor the Board may take any action that will impair or adversely affect the rights of the Declarant or cause the Declarant to suffer any financial, legal or other detriment, including, but not limited to, any direct or indirect interference with the sale of Lots.

**Section 8.5 Uniform Rate of Assessment.** All annual assessments for Common Expenses will be fixed at an equal rate for all improved Lots (*i.e.*, lots upon which residential dwellings have been constructed), and at an equal rate for all unimproved Lots, respectively. Special assessments must be fixed at equal rate for all Lots. Any assessments may be paid in a lump sum or on a periodic basis, as determined by the Board.

**Section 8.6 Payment of Common Expense Assessments; Delinquencies.** An Owner shall, by acceptance of title to a Lot, be conclusively presumed to have agreed to pay the Common Expenses assessed against each owned Lot and during such Owner's ownership. No

Owner shall be exempt from liability for such part of Common Expenses by waiver of the enjoyment of the right to use any of the Homeowner Common Areas or Facilities or by abandonment of a Lot or otherwise. The Association may charge a late fee for payments not made on the due date thereof. In addition, if an Owner fails to make a monthly or quarterly installment payment when due (i) the Board or its authorized representative shall have the right to accelerate the time for payment of the annual assessment so that the entire annual assessment is immediately due and payable, and (ii) the Owner shall also be responsible for payment of all reasonable attorneys' fees and costs incurred by the Association in seeking collection of amounts due to it. The Board may also inform any and all mortgagees of delinquency in payments to the Association by the Owner of such Lot. Claims against the Declarant, including but not limited to, claims for alleged construction defects or deficiencies, shall not relieve an Owner of liability for Common Expenses.

**Section 8.7 Lien for Unpaid Assessments.** The Association shall have a lien on each Lot for any unpaid assessment duly made by the Association for a share of the Common Expenses or otherwise, together with the right to charge late fees of 5% of the gross assessments due and/or interest thereon (at a rate not to exceed the legal rate as may be established by the Board, or if no rate is so established, at twelve percent (12%) per annum) and reasonable attorneys' fees and costs as provided in Section 8.6 hereof. Such lien shall be effective from and after the time of recording in the public records of the Hunterdon County Clerk's Office of a claim of lien stating the description of the Lot, the name of the Owner, the amount due and the date when due. Such claim of lien shall include only sums which are due and payable when the claim of lien is recorded (including the entire balance of the annual assessment if payment thereof is accelerated pursuant to Section 8.6 of this Article) and shall be signed and acknowledged by an officer or agent of the Association. Upon full payment of

all sums secured by the lien, the party making payment shall be entitled to a reasonable satisfaction of lien for recording by such party at its expense. All such liens shall be subordinate to any lien for past due and unpaid taxes, any prior municipal assessments, the lien of any previously duly recorded mortgage to which the Lot is subject and to any other lien recorded prior to the time of recording the claim of lien.

**Section 8.8 Joint and Several Liability.** Upon any conveyance of a Lot, except as specified in Section 8.10 hereof, the grantor and grantee of such Lot shall be jointly and severally liable for all unpaid assessments pertaining to such Lot duly made by the Association without prejudice to the right of the grantee to recover from the grantor any amounts paid by the grantee.

**Section 8.9 Certificate of Unpaid Assessments.** An Owner or prospective purchaser of a Lot may require from the Association a certificate showing the amount of unpaid assessments pertaining to such Lot. The Association shall provide such certificate within ten (10) days after receipt of written request therefor. Lender may also request such a certificate with respect to a Lot. Any person (other than the Owner) who is so entitled to request and who receives such certificate shall be entitled to rely on the certificate as conclusive satisfaction of the obligations of the person requesting receipt of the certificate. The Association shall be entitled to charge any person other than the Owner or the Declarant a reasonable fee for issuance of such a certificate.

**Section 8.10 Lenders Not Liable.** If a Lender or other purchaser of a Lot obtains title to such Lot as a result of foreclosure or deed in lieu of foreclosure of a Permitted Mortgage, such acquirer of title, its successors and assigns, shall not be liable for the part of Common Expenses or other assessments made by the Association pertaining to such Lot or chargeable to the former Owner which became due prior to acquisition of title as a result of foreclosure. Such

unpaid share of Common Expenses and other assessments shall be deemed to be Common Expenses collectible from all the remaining Owners, including such acquirer, its successors and assigns, provided that nothing herein shall be construed to prevent the Association from seeking payment from the former Owner. No Lender or other purchaser shall use this provision in bad faith to require such unpaid share of Common Expenses to be paid by the remaining Owners.

**Section 8.11 Foreclosure of Liens.** Liens for unpaid assessment may be foreclosed by suit brought in the name of the Association in the same manner as a foreclosure of a mortgage on real property. The Association shall have the power to bid on the Lot at the foreclosure sale and to acquire, hold, lease, mortgage and convey the same. Suit to recover a money judgment for unpaid assessments may be maintained without waiving the lien securing the same.

**Section 8.12 Declarant's Obligations.** <sup>①</sup>Until the conveyance of title to the first Lot by Declarant, the Declarant shall be solely responsible for all Common Expenses for the Property subject to the Declaration. <sup>②</sup>Following the first conveyance, and for so long as the governmental approvals for the Stanton Ridge Development contemplate creation of one hundred fifty-one (151) lots for single-family residences, every Owner to whom title shall have been conveyed except for Declarant shall be responsible for each Lot owned for an equal one - one hundred fifty-oneth (1/151) part of those Common Expenses attributable to all Lots. <sup>③</sup>Owners of Lots with residential dwellings located thereon which have received certificates of occupancy, shall also be responsible for their <sup>④</sup>proportionate and equal share of those costs attributable solely to residential dwellings. The Board, in its sole and absolute discretion, shall determine what portions of the Association assessment(s), if any, shall be attributable to fewer than all of the Owners.

The Declarant or any end user shall be responsible for payment of all Common Expenses assessed against improved Lots (i.e. upon which a residential dwelling has been constructed), which have not been initially conveyed to a purchaser, for which a final Certificate of Occupancy has been issued by the Township of Readington or other government agency having jurisdiction and which is responsible for issuing same. In the event that the Declarant modifies its plans to create more or less than one hundred fifty-one (151) Lots, then, in that event the allocated share of Common Expenses for each Lot, shall be equal to that fraction the numerator of which is one (1) and the denominator of which is the number of Lots then contemplated for the Stanton Ridge Development. In spite of the foregoing, the Declarant's obligation to contribute to the Association budget shall not at any time exceed its share of the amount necessary to set aside reasonable reserves and to pay for actually and reasonably incurred Common Expenses, nor shall it exceed the amount necessary to underwrite any cash deficit of the Association after payment of all assessments by the Owners.

**Section 8.13 Capital Contribution.** In addition to the assessments herein authorized, the Board shall levy upon each initial and subsequent Lot purchaser, other than the Declarant or a builder or developer who purchases a Lot solely for the purposes of constructing a dwelling thereon for resale, a nonrefundable capital contribution in an amount equal to one quarter (1/4) of the current annual Common Expense assessment, which capital contribution may be used by the Association for working capital. The payment of such capital contribution shall be due on the date of conveyance of a Lot and shall be a condition precedent to closing of title to each Lot. The payment of the capital contribution shall not be credited against future Common Expense assessments.

## ARTICLE IX

### USE OF ASSESSMENTS

**Section 9.1 Use of Assessments.** The assessments and other charges levied by the Association shall be used for, but without limitation, the following purposes:

(a) Annual assessments for Common Expenses shall be used for any and all costs associated with the maintenance and administration of the Association and the Homeowner Common Areas and Facilities and Areas of Common Responsibility; and

(b) Special Assessments shall only be used for extraordinary expenses including, but not limited to the repair of damaged Homeowner Common Areas and Facilities and Areas of Common Responsibility, or to cover the deficits of the Association; and

(c) The assessments and other charges may be used to fund the costs and expenses incurred or to be incurred by the Association pursuant to the full exercise of its powers and duties under this Declaration, the Bylaws and by law.

**Section 9.2 Damage to Homeowner Common Areas and Facilities or Areas of Common Responsibility.** If, due to the negligent act or omission of or misuse by an Owner, or an Owner's family, pet, guest, occupant or visitor (whether authorized or unauthorized by the Owner), damage shall be caused to the Homeowner Common Areas or Facilities or Areas of Common Responsibility, or maintenance, repairs or replacements shall be required which would otherwise be a Common Expense, then the Owner so responsible shall pay for such damage and shall be liable for any damages, liability, costs and expenses, including attorney's fees and costs, caused by or arising out of such circumstances. The Association may, at its option, undertake such maintenance, repairs and replacement and charge same as a Common Expense, or bill same directly, to the Owner so responsible. Such maintenance, repairs and



replacements to the Homeowner Common Areas and Facilities shall be subject to the Governing Documents.

### **Section 9.3 Ordinary Maintenance.**

(a) Upon request of an Owner, the Board may provide, by its Rules and Regulations, for ordinary maintenance and minor repairs and replacements to be furnished to Lots by Association personnel or representatives and billed directly to the Owners who have received the benefit thereof.

(b) In the event that an Owner shall not maintain a Lot in accordance with the Declaration, as amended, or any Rules and Regulations promulgated by the Board and upon ten (10) days prior written notice to the Owner, the Association shall be entitled to enter onto the Lot and to perform any landscaping, maintenance, repairs and replacement to the land and to the exterior of any improvements and charge same as a Common Expense, or bill same directly to the Owner so responsible.

## **ARTICLE X**

### **PROTECTIVE COVENANTS AND RESTRICTIONS**

**Section 10.1 Covenants and Restrictions.** The covenants and restrictions set forth herein are imposed for the duration of this Declaration as a common scheme upon all Lots, but not upon the Country Club, the Country Club Areas and Facilities (unless otherwise specified) nor upon the activities of the Country Club. Except for those restrictions enforcement of which is assigned to the Architectural Review Committee, the Board may retain enforcement responsibility or delegate such enforcement to a Covenants Committee or to the Architectural Review Committee as it sees fit.

(a) No lot, except those owned by Declarant, shall be used for any purpose other than as a private residence. No garage sale, moving sale, rummage sale or similar activity and no trade or business may be conducted in or from any Lot or residential dwelling.

The terms "business" and "trade," as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit, or (iii) a license is required therefor.

However, the leasing or sale of the residential dwelling of the Owner shall not be considered a trade or business within the meaning of this Section. This provision shall not apply to any activity conducted by a builder with approval of the Declarant, with respect to its development and sale of the Property or of Lots or its use of any residential dwelling which it owns or leases within the Stanton Ridge Development including the operation of the County Club Areas and Facilities.

(b) No portion of the Property shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be noxious to the eye; nor shall any substance, thing, or material be kept upon any portion of the Stanton Ridge Development that will emit foul or noxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of the Property. No noxious, illegal or offensive activity shall be carried on upon any portion of the Property, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to the Owners or occupants of Lots. There shall not be

maintained any plant(s) or animal(s) or device(s) or thing(s) of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, illegal or of a nature as may diminish or destroy the value or enjoyment of the Property. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted within the Property. No unlawful use shall be made of any Lot, and all laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereover shall be observed.

(c) Each owner shall maintain his or her Lot and all structures, parking areas and other improvements comprising the Lot including mowing the grass on a regular basis in accordance with sound agricultural standards; removal of fallen leaves; and other usual and customary maintenance standards. Owners of Lots adjacent to any roadway within the Property shall maintain driveways serving their respective Lots, whether or not lying within the Lot boundaries. Owners of Lots abutting the bank or water's edge, or a portion of the Homeowner Common Areas and Facilities and/or the Country Club Areas and Facilities abutting the bank or water's edge, of any pond or stream, except designated wetlands, within the Property shall maintain all landscaping between the Lot boundary and such bank or water's edge; provided there shall be no right to remove trees, shrubs or similar vegetation from this area without prior approval of the Board or the Architectural Review Committee and any governmental authority having jurisdiction thereof.

All maintenance required by this Section 10.1(c) shall be performed in a manner consistent with all applicable covenants and any rules and regulations promulgated by the Association Board unless such maintenance responsibility is otherwise assumed by the Association or the Country Club. In addition to any other enforcement rights available to the Association, if any Owner fails properly to perform his or her maintenance responsibility, the Association may perform it and assess all costs incurred by the Association against the Lot and

the Owner thereof in accordance with the provisions of Article IX, Section 9.3(b) hereof; provided however, except when entry is required due to an emergency situation, the Association shall afford the Owner reasonable notice and an opportunity to cure the problem prior to entry.

(d) No part of any Lot or the Homeowner Common Areas and Facilities shall be used or maintained as a dumping ground for rubbish, trash, new or used lumber, metal, scrap, garbage, brush, leaves, mulch piles, or other waste. Accumulations of rubbish, trash, lumber, metal, scrap, garbage, brush, leaves or mulch piles or other wastes shall not be kept except in sanitary containers or trash bags which shall be kept in a clean and sanitary condition. Containers or trash bags as may be required by the regulations of the collecting agency shall be placed streetside only on collection days and only in accordance with the regulations of the collecting agency. Such containers shall be removed promptly after garbage, trash and rubbish is removed.

(e) No animals, livestock, poultry, or reptiles of any kind shall be raised, bred or kept on any Lot or on the Homeowner Common Areas and Facilities except that, subject to the provisions of Section 10.1(b) hereof, common household pets are permitted provided they are not kept, bred or maintained for any commercial purpose. Household pets may not roam unleashed, except within fenced areas on a Lot. Pet owners shall curb their pets and shall pick up and properly dispose of any pet droppings.

(f) No hunting, trapping, killing or interference with wildlife coming onto or on the Stanton Ridge Development shall be permitted, except as may be required or permitted by the Declarant during the construction period of the Stanton Ridge Development or except for reasons of health and/or safety with the prior written approval of the Board.

(g) A single "for sale" or "for lease" sign shall be permitted on any Lot or residential dwelling being offered for sale or for lease, provided it conforms to the design, size, height, color,

lettering, copy and post detail as required by the Architectural Review Committee. No other signs of any kind shall be erected on the Lots or any other portion of the Property, including any residential dwelling if visible from outside the residential dwelling, without the written consent of the Architectural Review Committee, except entry, regulatory, informational and directional signs installed by or permitted by the Declarant or the Board. If permission is granted to any person to erect a sign on any Lot or any other portion of the Property, the Architectural Review Committee reserves the right to restrict the design and placement of such sign. This also applies to any mailboxes to be erected on any lot. The Board, the Country Club and the Declarant shall have the right to erect signs as they, in their discretion, deem appropriate. Except as provided above, no signs, banners or similar items shall be permitted to be displayed or posted on the Lots or Property. Any sign permitted hereunder must also comply with Readington Township ordinances and other applicable law. Any sign in violation of this Section 10.1(g) may be removed by the Declarant or the Architectural Review Committee without notice.

(h) No wall, hedge, grading, shrub, planting or structure more than twelve (12) inches above the street centerline shall be erected, maintained or permitted within the sight triangle easements as shown on plans or instruments filed or recorded in the office of the Hunterdon County Clerk, except for street signs, mail boxes, fire hydrants and light standards.

*SIGHT  
TRIANGLE  
EASEMENTS*

(i) No trees shall be removed, except for diseased or dead trees and trees needing to be removed to promote the growth of other trees or for safety reasons, unless approved by the Architectural Review Committee and any governmental authority with jurisdiction over Lots within the Development. In the event of any intentional or unintentional violation of this provision, the violator may be required by the Architectural Review Committee to replace the removed tree with one or more comparable trees of such size and number, and in such locations as the Architectural Review Committee may determine necessary, in its sole discretion, to mitigate the

damage. The prior approval of the Declarant shall also be required for the removal of any tree on any Lot or any other portion of the Property for so long as the Declarant owns any Lots.

(j) No clothes poles, lines or clothes trees shall be installed or maintained, nor shall any laundry or other thing be hung out to dry outside on any Lot or elsewhere on the Property. The Owner of each Lot shall not cause or permit any clothes, blankets or laundry of any kind to be hung or displayed on the outside of windows or placed outside windowsills, walls, balconies, or decks of a residential dwelling on any Lot.

(k) No window or through-wall air conditioning unit shall be permitted on any Lot unless specifically approved by the Architectural Review Committee. Compressors and fans for central air-conditioning systems which are located outside of a residence or building shall be adequately walled, fenced or landscaped to prevent any unreasonable noise and visual disturbance therefrom and are subject to review and approval by the Architectural Review Committee. In spite of the foregoing, the restrictions contained in this Section 10.1(k) shall not apply to any units, compressors or fans installed by Declarant or installed by any builder with the approval of the Declarant or the Architectural Review Committee, or any comparable replacement thereof installed by an Owner in the same location as originally installed by the Declarant or approved by the Declarant or the Architectural Review Committee.

(l) Easements for installation and maintenance of utilities and drainage or irrigation facilities and cable television may be reserved as shown on plans or instruments filed or recorded in the Hunterdon County Clerk's Office. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of any of these facilities or utilities, or which may change the direction or flow of drainage channels in the easements or which may obstruct or retard the flow of water through surface and subsurface drainage channels in the easements.

(m) No Owner or occupant shall build, plant, permit or maintain any matter or thing upon, in, over or under the Homeowner Common Areas and Facilities or within the conservation easements, except as may be permitted by the Board and the applicable governmental agencies.

(n) No Owner or occupant shall burn, chop or cut vegetation, trees or similar matter in the Stanton Ridge Development, except as otherwise expressly permitted by the Rules and Regulations or a Design Criteria and Guidelines Manual that may be adopted by the Board.

(o) No Owner shall do or permit anything to be done which will in any way interfere with or otherwise hinder the use or operation of the Country Club Areas and Facilities.

(p) The Board shall have the authority to make and to enforce standards and restrictions governing the use of the Stanton Ridge Development in addition to those contained herein. Such standards and restrictions shall be binding upon all Lots, Owners and occupants until and unless overruled, cancelled or modified by a majority of the Owners in a regular or special meeting of the Association held pursuant to the Bylaws.

(q) If any Lot or the improvements thereon are damaged or destroyed by fire or any casualty, then the Owner shall be obligated to rebuild or repair such damage or destroyed portions of the Lot in conformance with the original plans and specifications or if adherence to such original plans and specifications is impracticable, then, upon written approval from the Board, in conformance with revised plans and specifications provided such repairs or rebuilding shall be of a quality and kind substantially equivalent to the original construction.

(r) For a period of ten (10) years after the date of recordation of the first deed conveying title to a Lot within the Development from the Declarant to an Owner, no Owner nor his successors nor assigns, shall seek to obtain any zoning change, modification or variance for a Lot or any part thereof or residential dwelling thereon without the prior written consent of the

Declarant. In any event, for the duration of this Declaration, no Lot shall be subdivided or its boundary lines changed except with the prior written approval of the Board. Declarant, however, hereby expressly reserves the right to consolidate, replat, subdivide, or resubdivide any Lots owned by it. Any such division, subdivision, resubdivision, boundary line change, or replatting shall not be in violation of the applicable subdivision and zoning regulations. No Lot shall be made subject to any type of timeshare or similar program whereby the right to exclusive use of the Lot rotates among members of the program on a fixed or floating time schedule over a period of years.

(s) No Owner or occupant shall dump grass clippings, leaves or other debris, petroleum products, fertilizers or other potentially hazardous or toxic substances, whether intentionally or unintentionally, onto any Lot or in any drainage ditch, stormwater inlet, stream, pond or lake on the Property.

(t) No on-site storage of gasoline or other fuels shall be permitted on any Lot or on the Homeowner Common Areas and Facilities except that up to five (5) gallons of fuel may be stored within each Lot for emergency purposes and for operation of lawn mowers and similar tools or equipment. The Association and the Country Club shall be permitted to store fuel for operation of maintenance vehicles, generators and similar equipment. However, underground fuel tanks for storage of heating fuel for dwellings, pools, or gas grills may be permitted if approved by the Declarant or the Architectural Review Committee.

(u) The Board or the Architectural Review Committee may, in its sole discretion, establish rules and regulations governing the permissible or required interior window coverings visible from outside of the residential dwellings.

(v) Except for lights installed by the Declarant or builder in initial construction, or replacements thereof, and except for traditional holiday decorative lights, which may be displayed



for one (1) month before and one (1) month after any commonly recognized holidays for which such lights are traditionally displayed, all exterior lights must be approved by the Architectural Review Committee prior to installation or use in accordance with standards, rules, and regulations established by such Architectural Review Committee.

(w) No use of the wetlands, ponds, streams, or other bodies of water within the Homeowner Common Areas and Facilities, if any, shall be permitted without prior approval of the Board. No use of the wetlands, ponds, streams, or other bodies of water within the Country Club Areas and Facilities shall be permitted without the prior approval of the Country Club. The Association and Country Club shall not be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of wetlands, ponds, streams, or other bodies of water within or adjacent to the Property.

(x) No jungle gym, swing sets or similar play equipment shall be erected or installed on any Lot without prior written approval of the Board or Architectural Review Committee. Any playground or other play areas or equipment furnished by the Association or erected on the Property shall be used at the risk of the user, and the Association shall not be held liable to any person for any claim, damage, or injury thereon or related to use thereof.

(y) No residential dwelling on any Lot shall be occupied by more than one single family. For purposes of this restriction, a single family shall be defined as any number of persons related by blood, adoption or marriage living with not more than one (1) person who is not so related as a single household unit, or no more than two (2) persons who are not so related living together as a single household unit, and the household employees of either such household unit.

## **Section 10.2 Parking, Prohibited Vehicles and Golf Carts.**

(a) Parking. Vehicles shall be parked only in the garage or driveway serving a residential dwelling on a Lot or in such other paved areas as have been approved by the Board for parking vehicles. A maximum of two (2) occupant vehicles may be parked outside of the garage serving the Lot. For purposes of this provision, a vehicle shall be considered an "occupant vehicle" if it is parked on the Lot four (4) or more hours per day, four (4) or more days in any seven (7) day period.

Parking shall be permitted on public streets in accordance with applicable law. No garage shall be enclosed, modified or otherwise used so as to reduce its capacity for parking vehicles below that originally approved by the Architectural Review Committee. Declarant or a builder with the approval of the Declarant, may temporarily convert a garage into a sales or construction office, provided that it is converted back to a garage within sixty (60) days after cessation of construction and sale of new homes within the Property by the Declarant or builder. Garage doors visible from any street within the Property shall remain closed except during ingress or egress or when the garage is actively being used by the Owner or occupant.

Members of the Country Club and permitted members of the public shall have the right to park their vehicles on the boulevards and streets located within the Property in accordance with applicable law and at reasonable times before, during, and after golf or tennis tournaments and other similar functions held by or at the Country Club.

(b) Prohibited Vehicles. Commercial vehicles, vehicles with commercial writing on their exteriors, vehicles primarily used or designed for commercial purposes, tractors, mobile homes, recreational vehicles, trailers (either with or without wheels), campers, camper trailers, boats and other watercraft, and boat trailers shall be parked only in enclosed garages or areas, if any, designated by the Board. Stored vehicles and vehicles which are obviously inoperable

or do not have current operating licenses shall not be permitted on the Property except within enclosed garages. Vehicles that become inoperable on the Property must be removed within seventy-two (72) hours thereof. For purposes of this Section, a vehicle that shall be considered "stored" if it is put up on blocks or covered with a tarpaulin and remains on blocks or so covered for fourteen (14) consecutive days without the prior approval of the Board. In spite of the foregoing, service and delivery vehicles may be parked in the Property for such period of time as is reasonably necessary to provide service or to make a delivery to a residential dwelling or the Homeowner Common Areas and Facilities or Country Club Areas and Facilities. Any vehicle parked in violation of this Section 10.2 or parking rules promulgated by the Board may be towed in accordance with the Bylaws or Rules and Regulations adopted by the Board.

(c) Golf Carts. No golf carts shall be operated within the Homeowner Common Areas and Facilities or the Lots other than as may be authorized by the Country Club and the Association. No golf carts shall be operated within the Country Club Areas and Facilities other than as may be authorized by the Country Club.

**Section 10.3 Title Transfers.** In order to provide an orderly procedure in the case of title transfers, and to assist in the maintenance of a current up-to-date roster of Owners, each Owner shall give the Secretary of the Association timely notice of Owner's intent to list any Lot for sale, and upon closing of title shall immediately notify the Secretary of the names and home addresses of the purchasers. Each Owner shall also notify the Secretary of the names of all tenants occupying a Lot.

**Section 10.4 Obligation of Owners.** Each Owner is responsible to promptly report to the Board any defect or need for repairs, the responsibility for which is that of the Association.

### **Section 10.5 Safety and Security; No Liability.**

(a) The Association may, but shall not be obligated to, maintain or support certain activities within the Property designed to make the Property safer than it otherwise might be. Neither the Association, Declarant, nor any successor Declarant shall in any way be considered insurers, or guarantors of security within the Property. Neither the Association, the Declarant, nor any successor Declarant shall be held liable for any loss or damage by reason of the failure to provide adequate security or ineffectiveness of security measures undertaken. All Owners and occupants of any residential dwelling, tenants, guests and invitees of any Owner, as applicable, acknowledge the Association, its Board, Declarant, or any successor Declarant and the Architectural Review Committee does not represent or warrant that any fire protection system, burglar alarm system or other security system designated by or installed according to guidelines established by the Declarant or Architectural Review Committee may not be compromised or circumvented, that any fire protection or burglar alarm systems or other security system will prevent loss by fire, smoke, burglary, theft, hold-up or otherwise, nor that fire protection or burglar alarm systems or other security systems will in all cases provide detection or protection for which the system is designated or intended. Each Owner and occupant of a residential dwelling, and each tenant, guest and invitee of an Owner, as applicable, acknowledges and understands that the Association, its Board and committees, Declarant, or any successor Declarant are not insurers and that each Owner and occupant of any residential dwelling and each tenant, guest and invitee of any Owner assumes all risks for loss or damage to persons, to residential dwellings, and to the contents of residential dwellings and FURTHER ACKNOWLEDGES THAT THE ASSOCIATION, ITS BOARD AND COMMITTEES, DECLARANT, OR ANY SUCCESSOR DECLARANT HAVE MADE NO REPRESENTATIONS OR WARRANTIES NOR HAS ANY OWNER, OCCUPANT, TENANT, GUEST OR INVITEE RELIED UPON ANY

REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE AND/OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS RECOMMENDED OR INSTALLED OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE PROPERTY.

(b) The Association and the Country Club shall not be liable for injury or damage to any person or property caused by the elements, any Owner, or any other person, or resulting from electricity or water, snow or ice which may leak or flow from any portion of the Homeowner Common Areas and Facilities or any portion of the Country Club Areas and Facilities from any pipe, drain, conduit, appliance or equipment. The Association shall not be liable to any Member for loss or damage, by theft or otherwise, of articles from any part of the Homeowner Common Areas and Facilities. No diminution or abatement of any fees shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to Homeowner Common Areas and Facilities or from any action taken by the Association to comply with any law, ordinance or with the order or directive of any municipal or other governmental authority.

(c) Any lease agreement between an Owner and a tenant for a Lot shall contain an acknowledgement of and an agreement to the provisions of this Section 10.5 in such form as may be approved by the Board in accordance with Article XVI, Section 16.2 hereof.

## ARTICLE XI

### ARCHITECTURAL REVIEW

**Section 11.1 Architectural Review Committee.** The Board shall appoint an Architectural Review Committee ("ARC") as described in the Bylaws. Until the last Lot is sold to an end user, i.e., not a conveyance to a builder or developer for use in its trade or business, at

least a majority of the members of the ARC shall be composed of the Declarant's representatives. The Board may appoint persons other than Owners as members of the ARC.

**Section 11.2 Architectural Restrictions.** (a) Except for the Declarant or the Country Club to which this covenant shall not apply, no Owner shall erect, use or store or permit to be erected, used or stored on any Lot or on the Homeowner Common Areas and Facilities any home, fence, tennis court, shack, barn, tent, storage building, in-ground pool, out building, addition, jungle gym, swing sets or similar play equipment, improvement or other structure without the prior written consent of the Board or Architectural Review Committee in accordance with standards, rules, and regulations established by such Architectural Review Committee. The purpose of this restriction is to ensure that all lands, and the improvements on such land, subject to this Declaration shall be compatible and aesthetically appealing. Every Owner shall act to provide and insure that all Lots remain open to light and air. No above ground pools and no other structures or items expressly prohibited herein are permitted to be erected under any circumstances. All structures to be erected, used or stored on any Lot must be approved by the Board or Architectural Review Committee prior to erection, use or storage. The grading of any Lot is not to be changed in any manner that may cause an adverse effect on any other Lots, the Homeowner Common Areas and Facilities or the Country Club Areas and Facilities.

(b) No Owner shall change the exterior or color of any building on a Lot from the condition at time of purchase of the building from the Declarant or builder or from its design approved by the Declarant or the Architectural Review Committee without the prior written consent of the Board or its Architectural Review Committee. The purpose for this restriction is to ensure that all property within the area described by this restriction shall be compatible and aesthetically appealing.

(c) No radio, television, dish antenna or other tower, pole or other similar structure shall be erected on any part of any Lot, on any building or Homeowner Common Areas and Facilities without the prior review and approval thereof by the ARC. In spite of the above, the restrictions contained in this Subsection 11.2(c) shall not apply to any radio, television antenna or other tower, pole, dish or other similar structure erected by Declarant, or to any replacement thereof of the same type and size and in the same location as originally erected by the Declarant or originally erected with the approval of the ARC.

(d) No solar energy collector panels or attendant hardware or other energy conservation equipment which shall be visible from the exterior of any building shall be constructed or installed by any Owner other than the Declarant without the prior written approval of the ARC which approval shall be in its sole and absolute discretion.

**Section 11.3 Governmental Approvals.** The issuance of a building permit or license by any governmental entity shall not prevent the enforcement of these provisions, nor negate any requirement for the ARC's approval. Nevertheless, no improvement or structure of any kind shall be erected, placed or maintained, and no activity shall be conducted on the Property unless all required governmental approvals have been obtained therefor, and except in accordance with all governmental requirements.

**Section 11.4 Powers and Duties of the ARC.** No construction, improvement, alteration or modification of a structure or of landscaping of any kind shall be constructed, reconstructed, installed, planted or placed on any Lot, and no alteration in the color or external appearance of any improvement or structure on any Lot, shall be made without the prior written approval of the ARC and the Declarant so long as it owns Lots. Without limiting the generality of the preceding sentence, the ARC's jurisdiction hereunder shall cover buildings, carports, walls,

sheds, fences, in-ground pools, porches, patios, decks, awnings, shutters, antennae, playhouses and dog houses and any other structure erected on a Lot.

In the event that an Owner desires to improve a Lot, plans shall be submitted to the ARC for its review, in such form and detail and containing such information as the ARC may direct, and no work shall commence without the prior approval of the ARC. Once the Declarant has turned over control of the Association to the Owners, the Lot Owner desiring to make any modification to existing construction shall also give prior written notice of the application to the Owners of all other Lots within 100 feet of the boundary of such Lot(s), and such other notice as the ARC may require pursuant to rules adopted by it. By way of illustration, but not limitation, the plans and specifications submitted to ARC may include, as appropriate, the proposed location, grade elevations, shape, dimensions, approximate costs, and nature, type and color of materials to be used as well as any other information requested by the ARC or the Board. The ARC may refuse to approve any proposed plans or specifications which in its judgment do not adequately preserve the values and amenities of the Property, or do not adequately provide for harmony of location, construction and external design in relation to surrounding topography and structures.

The approval of the ARC of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the ARC, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings, or matters whatever subsequently or additionally submitted for approval or consent.

The ARC may authorize variances from compliance with any of its guidelines and procedures when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require, but only in accordance with duly adopted rules,



regulations and standards. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (i) be effective unless in writing, (ii) be contrary to the restrictions set forth in this Declaration, or (iii) estop the ARC from denying a variance in other circumstances. For purposes of this provision, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance. In no event shall the ARC have any power to approve any variance of the covenants and restrictions set forth in this Declaration, except by way of amendment of this Declaration by the procedures specifically provided herein.

All approvals or disapprovals by the ARC shall be in writing and shall be mailed or otherwise delivered to the Board and the Owner applying for approval, and such other persons as may be required by the ARC in accordance with rules adopted by ARC. If the ARC fails to approve or to disapprove in writing any proposed improvement or alteration within thirty (30) days after submission to the ARC of the complete plans and specifications requested therefor, then such proposed improvement or alteration shall be deemed to have been approved by the ARC. The Board shall, as it in its sole discretion deems appropriate, publish such further rules, regulations and standards, governing procedures, aesthetics and design criteria and adopt a schedule of fees for processing of applications to the ARC.

**Section 11.5 Limits on ARC Discretion.** The ARC shall not unreasonably withhold or delay approval of the maintenance or reconstruction of Lots or improvements thereon substantially in accordance with their appearance before the casualty or damage necessitating such maintenance or reconstruction, or of improvements or alterations designed to render Lots and improvements thereon reasonably accessible to handicapped persons. Nothing herein shall be construed to prohibit the reasonable adaptation of any building on any Lot for use by

handicapped persons and the ARC shall not unreasonably withhold or delay approval for such adaptation.

**Section 11.6 Appeals.** Any action, ruling or decision of the ARC may be appealed to the Board by the Owner of any Lot within 100 feet of the boundary of the Lot proposed for modification to existing construction and any other party deemed by the Board to have standing as an aggrieved party, and a vote of a majority of the full authorized membership of the Board may affirm, modify or reverse any such action, ruling or decision. Any appeal must be filed within 30 days of any action, ruling or decision of the ARC. No Board member shall be disqualified from voting on such appeal by virtue of his position as a member of the ARC.

**Section 11.7 Exclusion of Contractors.** Any contractor, subcontractor, agent, employee or other invitee of an Owner who fails to comply with the terms and provisions of the guidelines, procedures and standards promulgated by the ARC may be excluded by the Board from the Property without liability to any person, subject to such notice and hearing procedures as may be adopted by the Board.

**Section 11.8 Exemption of the Country Club and the Declarant.** Anything to the contrary herein, no requirement or approval by the ARC shall apply to any activity of, or to any Lot owned or leased by the Country Club, or to any activity of, or to any Lot owned or leased by the Declarant for so long as it owns any Lot(s) in the ordinary course of business. In addition, no such requirement or approval shall apply to any building plans of a builder, Owner, prospective Owner or contract purchaser of an unimproved or partially improved Lot, if such plans have been approved in writing by the Declarant. No ARC approval shall be required for the continued use and maintenance of any improvement constructed or placed on any Lot by Declarant.

**Section 11.9 Indemnification of ARC Members.**

No member of the ARC shall have any duty toward or any responsibility or liability for the design or structural adequacy or integrity of any proposed addition, alteration or improvement that it may approve. Additionally, all ARC members shall, in consideration of their services, be indemnified by the Association to the extent permitted by law against expenses and liabilities reasonably incurred in connection with the defense of any civil action, suit or proceeding to which they may be a party by reason of their past or present role as an ARC member.

**ARTICLE XII**

**INSURANCE**

**Section 12.1 Insurance to be Maintained by the Association.** The Association shall maintain, at all times, insurance in the following types and amounts (if reasonably available):

(a) Property insurance naming the Association as the insured for the benefit of the Owners and covering all improvements erected upon and comprising part of the Homeowner Common Areas and Facilities, including improvements erected pursuant to Drainage Rights. Such insurance shall be in an amount equal to the full replacement value of such improvements (that is, one hundred percent (100%) of current "replacement cost" exclusive of land, foundations, excavations and other items normally excluded from coverage) with a reasonable deductible and an "agreed amount endorsement", such insurance to afford protection against at least the following:

(i) loss or damage by reason of hazards covered by the standard extended coverage endorsement comprehensive broad form and by debris removal, cost of demolition, vandalism, malicious mischief, wind, storm and water damage; and

(ii) such other risks as shall customarily be covered with respect to similar improvements in projects similar in construction, location and use.

(b) Comprehensive general liability insurance covering the Homeowner Common Areas and Facilities and Easement Areas (including areas subject to Drainage Rights), and activities of the Association, its officers, agents and employees in connection with the ownership, operation and maintenance thereof, in an amount not less than \$1,000,000.00 covering all claims for personal injury arising out of a single occurrence and in an amount not less than \$500,000.00 for property damage arising out of a single occurrence, if coverage in such amounts is reasonably available. Such insurance policy shall contain a "severability of interest" clause or endorsement which shall preclude the insurer from denying a claim of an Owner because of the negligent acts of the Association or other Owners and shall name the Association as insured for the benefit of all Owners.

(c) Worker's compensation and employer's liability insurance as required by law; and

(d) While the Declarant controls the Board and thereafter, if reasonably available, comprehensive disappearance and dishonesty bond or equivalent insurance coverage against dishonest acts on the part of directors, officers, trustees, managers and employees of the Association and all others who handle or are responsible for the handling of funds of the Association, such bond or insurance to name the Association as the obligee or insured. Such bond or insurance shall contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression. Such bond or insurance shall provide that it may not be cancelled or substantially modified (including cancellation for non-payment of premium) without at least thirty (30) days prior written notice to the Association and to the first mortgagees of Lots who have given notice to the Association of their interest pursuant to Article XVII hereof; and

(e) Such other insurance as the Board shall determine from time to time to be necessary or desirable, including but not limited to, directors and officers liability insurance,

"Boiler and Machinery" coverage, including Business Interruption and Extra Expense and Off Premises Utility Interruption.

**Section 12.2 Country Club Areas and Facilities.** Nothing in this Article XII shall be construed to require the Association to maintain insurance concerning the Country Club Areas and Facilities for so long as the Association's interest in the same is insured to the extent possible by the lessee pursuant to the Lease, except where required by law.

**Section 12.3 Insurers.** The insurance set forth in this Article XII shall be maintained in reputable insurance companies authorized to transact business within the State of New Jersey.

## **ARTICLE XIII**

### **EASEMENTS**

#### **Section 13.1 Owners' Easements.**

(a) Except as provided otherwise herein, every Owner shall have a non-exclusive right and easement of use and enjoyment in, upon, over, under, across and through the Homeowner Common Areas and Facilities which right and easement shall be appurtenant to and shall pass with the title to every Lot without the necessity of a recitation thereof in the deed of conveyance.

(b) The fee simple title to any portion of a Lot which is subject to such an easement shall remain vested in the Owner of the Lot upon which such portion of the easement areas is located.

(c) The Owner of each Lot over which an access easement, or any portion thereof, shall have been laid out as shown on the Final Plats, shall have the right to use said easement for its full length as a means of pedestrian access to and from the Lot over and across the other Lots and the Homeowner Common Areas and Facilities over which the access easement extends.

**Section 13.2 Association Easements.** All of the Easement Areas shall be subject to easements in favor of the Association as follows:

- (a) The Association shall have the duty and obligation to maintain the Easement Areas throughout the Homeowner Common Areas and Facilities in good order and condition;
- (b) The Association shall have the right of access to the Easement Areas for the purpose of carrying out its obligations under paragraph (a) hereof;
- (c) The Association shall have no duty or obligation to maintain Easement Areas on the individual Lots owned by its Members, except that certain detention basins on any of said Lots shall be maintained by such entity that is maintaining and operating the Country Club Areas and Facilities and the costs thereof shall be charged to and paid by the Association. Other detention basins which are located within the confines of the Country Club Areas and Facilities shall be the responsibility of said entity maintaining and operating the Country Club Areas and Facilities to maintain at its sole cost and expense;
- (d) The Association shall have an easement for ingress and egress on any Lot during reasonable hours (i) to inspect the Lot for alleged violations of this Declaration and (ii) for the performance of such maintenance as is required or permitted by this Declaration;
- (e) The Association shall have a perpetual and exclusive easement for the maintenance of any Homeowner Common Areas and Facilities, which presently or may hereafter encroach upon a Lot;
- (f) The Association or any management agent or firm engaged by it, their respective officers, agents and employees (but not the public in general), shall have a blanket, perpetual and non-exclusive easement of unobstructed ingress and egress in, upon, over, across, under and through the Homeowner Common Areas and Facilities, the Areas of Common Responsibility, Lots and other areas which are or which become the responsibility of the

Association for repair and maintenance of same. Except in the event of emergencies, the rights accompanying the easements pertaining to Lots provided for in this Section 13.2(f) shall be exercised only during reasonable daylight hours and then, whenever practicable, only after advance notice to and with permission of the Owner(s) directly affected thereby.

**Section 13.3 Declarant's Easements.** (a) For a period of five (5) years from the date of conveyance by Declarant of the last Lot in the Stanton Ridge Development, the Homeowner Common Areas and Facilities and the Country Club Areas and Facilities, Declarant reserves an easement and right on, over, across, under and through the ground within all of the Lots and the Homeowner Common Areas and Facilities and Country Club Areas and Facilities to maintain, correct, and re-channel the drainage of surface water, including, but not limited to, the installation of drainage ditches, swales, storm sewers, or storm drains and also to do installations, repairs, and other things needful or necessary with respect to the sewerage treatment facilities for the Development including, but not limited to, anything whatsoever with respect to the "spray irrigation" facilities and appurtenances on the Property wheresoever situated in accordance with permits, rules, orders, regulations of the New Jersey Department of Environmental Protection and Energy ("NJDEPE") applicable thereto and other laws, statutes, ordinances, orders, rules and regulations of any other governmental authorities having jurisdiction thereof, all as may be amended or supplemented from time to time. Such right expressly includes the right to cut any trees, bushes or shrubbery, to make any gradings of the soil or to take any other similar actions reasonably necessary, following which Declarant shall restore the affected Lot, Homeowner Common Areas and Facilities and Country Club Areas and Facilities as near as practicable and to the extent reasonably feasible to its or their original condition, except that any trees cut or removed need not be replaced. Declarant shall give timely notice of intent to take such action

to all affected Owners, unless in the opinion of Declarant an emergency exists which precludes such notice.

(b) So long as Declarant is engaged in selling, developing or improving any portion of the Property, Declarant, its agents, representatives, employees, contractors, licensees and mortgagees shall have an easement of ingress, egress and use over the Homeowner Common Areas and Facilities, the Country Club Areas and Facilities and any Lot not conveyed to an Owner for occupancy for (i) movement and storage of building materials and equipment, (ii) erection and maintenance of direction and promotional signs, and (iii) conduct of sales activities, including maintenance of model residences.

(c) Declarant, its agents, representatives, employees, successors, and assigns, licensees and mortgagees shall have the following additional easements with respect to the Stanton Ridge Development:

(i) A blanket and non-exclusive easement in, upon, through, under and across the Homeowner Common Areas and Facilities and Country Club Areas and Facilities for the purpose of construction, installation, maintenance and repair of any improvements to the Lots or the Homeowner Common Areas and Facilities or the Country Club Areas and Facilities, for ingress and egress, for the use of all driveways and parking areas throughout the Homeowner Common Areas and Facilities and Country Club Areas and Facilities and for the utilization of the Homeowner Common Areas and Facilities and Country Club Areas and Facilities and the existing and future model Lots for sales promotion, sales models and sales offices and exhibition, and for the exhibition of signs and for any other activity which the Declarant, in its sole and absolute discretion, determines to be reasonably required, convenient or incidental to the construction or sale of the Lots and the improvements thereon or to be constructed thereon, until the last Lot is sold and conveyed by Declarant. In addition, subject to the registration requirements of the



Planned Real Estate Development Full Disclosure Act, *N.J.S.A. 45:22A-21 et seq.*, Declarant hereby reserves the irrevocable right to enter into, upon, over or under any Lot for such purposes as it in its sole discretion determines may be convenient or necessary for the Declarant or its agents to service such Lot provided that requests for entry are at a time reasonably convenient for the Owner. In case of an emergency, such right of entry shall be immediate whether the Owner is present at the time or not.

(ii) A perpetual, blanket and non-exclusive easement in, upon, over, under, across and through the Homeowner Common Areas and Facilities and the Country Club Areas and Facilities for surface water runoff, discharges and drainage undertaken or caused by the Declarant or caused by natural forces and elements, grading, and/or the improvements located on the Stanton Ridge Development. No Owner (other than Declarant) shall directly or indirectly interfere with or alter the drainage runoff patterns and systems within the Stanton Ridge Development.

(iii) An easement over the Homeowner Common Areas and Facilities and Country Club Areas and Facilities for the purposes of enjoyment, use, access and development of any additional property added to this Declaration or as may be developed by Declarant whether or not same is added to the Declaration. This easement includes but is not limited to a right of ingress and egress over the Homeowner Common Areas and Facilities and Country Club Areas and Facilities for construction of roads and for tying in and installation of utilities of the additional property.

(d) Declarant reserves the right to transfer or assign any easement reserved to it under this Section 13.3 to any person or entity, including the Association.

**Section 13.4 Utility Easements.** There is hereby created a blanket, perpetual and non-exclusive easement in, upon, across, over, under and through the Homeowner Common Areas

and Facilities and the Country Club Areas and Facilities for the purpose of ingress, egress, installation, repair and maintenance of all utility and service lines and systems including, but not limited to, sanitary and storm sewer, water, power, telephone and subsurface drainage, pipes, lines, mains, conduits, poles, transformers, master telephone antennas, cable communication equipment, sewer treatment plant and sewer and pump station lines, pipes and amenities and any and all other equipment or machinery necessary or incidental to the proper functioning of any utility or other system serving the Stanton Ridge Development, which easement shall be for the benefit of any utility company or governmental agency or other entity (including Declarant and/or the Association) which requires same for the purpose of furnishing one or more of the foregoing services. This easement shall include the right to discharge in perpetuity treated sanitary sewage ("spray irrigation") in, upon, across, over and through any Lots, Homeowner Common Areas and Facilities and the Country Club Areas and Facilities in accordance with permits, rules, orders, regulations of the NJDEPE applicable thereto and other laws, statutes, ordinances, orders, rules and regulations of any other governmental authorities having jurisdiction thereof, all as may be amended or supplemented from time to time. By virtue of this easement it shall be expressly permissible for Declarant, its successors and assigns, or upon the consent of the Declarant for the providing utility or service company to install and maintain equipment on the Stanton Ridge Development, to excavate for such purposes and to affix and maintain wires, circuits and conduits on, in and under the Lots and the roofs and exterior walls of the structures erected upon the Lots, providing such company restores disturbed areas, to the extent reasonably feasible, to the conditions in which they were found. Because of the aforesaid easement to discharge sanitary sewage ("spray irrigation") in, upon, across, over and through the Country Club Areas and Facilities, the owner and/or the lessee of the Country Club

Areas and Facilities does not have to pay and is exempt from paying any user costs and fees of the sewerage treatment facility owned, operated and maintained by the Association.

In the event that any utility company does not restore the disturbed areas to the conditions in which they were found prior to the use of this easement and prior to the disturbance of any lands or improvements, then, in that event the Association shall be entitled, but shall not be required, to restore the disturbed area and to charge the costs incurred as Common Expenses. The Association may pursue reimbursement of such costs from the utility company.

In spite of anything to the contrary contained in this section: (i) no sanitary or storm sewers, pump stations, sewage treatment plant lines, treated sanitary sewage discharges, electrical lines, water lines, television or other utility service lines or facilities for such utilities may be installed or relocated in the Stanton Ridge Development except as approved by Declarant prior to the conveyance of the last Lot to an Owner, or by the Association thereafter, and (ii) this section shall not be construed to apply to the relocation, installation, or removal of utility lines within a structure which serve only the structure. This easement shall in no way affect any other recorded easements on the Property, including all drainage, sanitary sewer, telephone, gas or electric easements shown on the Final Plat(s).

**Section 13.5 Easement for Governmental Personnel.** A perpetual easement to and for the benefit of the Township of Readington in Hunterdon County, New Jersey and such other governmental agencies having jurisdiction over the Property (but not to the public in general) to enter upon the Property, including all roadways, streams, detention basins, sanitary sewerage facilities and appurtenances, parking areas, driveways, pathways, easements, and sidewalks thereon for the purposes of maintaining the safety, health, welfare, police and fire protection of the citizens of the Township or other jurisdiction, including the residents of the Property. In spite

of any language to the contrary contained within this entire Declaration, this section shall not be amended, changed or deleted in any manner without the prior consent of the Township of Readington or such other governmental agency having jurisdiction.

**Section 13.6 Easements for Country Club.**

(a) There is hereby created a non-exclusive access easement in, upon, over, across, under and through the Homeowner Common Areas and Facilities and the Lots in favor of the Country Club, the Country Club Members, their guests, employees and any other persons who need access to such Country Club's premises for ingress to and egress from the Country Club Areas and Facilities and for collection and retrieval of errant golf balls.

(b) The Country Club, its agents, employees, contractors, licensees, successors and assigns shall also have an easement of ingress, egress and use over the Homeowner Common Areas and Facilities and for the use of all driveways and parking areas throughout the Country Club Areas and Facilities as may be necessary or desirable for the purpose of maintenance or improvement of the Country Club Areas and Facilities.

(c) The Country Club, its successors and assigns, shall have a perpetual, blanket and non-exclusive easement in, upon, over, under, across and through the Homeowner Common Areas and Facilities and Lots for surface water runoff, discharges and drainage undertaken or caused by the Country Club or caused by natural forces and elements, grading, and/or the improvements located on the Country Club Areas and Facilities.

**Section 13.7 Easement to Lender.** Any Lender, its officers, agents and employees, shall have a blanket, perpetual and non-exclusive easement to enter the Stanton Ridge Development or any part thereof to inspect the condition of and repair the Homeowner Common Areas and Facilities. This right shall be exercised only during reasonable daylight

hours, and then whenever practicable, only after advance notice to and with the permission of the Board.

## **ARTICLE XIV**

### **ENFORCEMENT OF THIS DECLARATION**

**Section 14.1 Enforcement by the Association or Any Owner.** The Board and Owners (including Declarant) shall have the right to enforce all restrictions, conditions, covenants, reservations, easements, liens and charges now or hereafter imposed by the provisions of this Declaration. The Board shall have the power to make such Rules and Regulations and to promulgate a "Architectural Design Guidelines and Standards Manual" (Design Criteria and Guidelines Manual) as may be necessary or convenient to carry out the intent of the provisions or restrictions herein. The initial manual is Exhibit 18 to this Public Offering Statement. The Board (or the Architectural Review Committee or a Covenants Committee appointed by the Board) shall further have the right to levy fines for violations of the Governing Documents. Each day that a violation continues after receipt of notice by an Owner may be considered a separate violation. Any fine so levied shall be considered a lien on the Lot involved, and collection may be enforced by the Board in the same manner as the Board is entitled to enforce collection of Common Expenses. Enforcement of this Declaration may also be by any appropriate proceeding in law or equity in any court or administrative tribunal having or claiming jurisdiction against any person or persons, firms or corporations violating or attempting to violate any such provisions. An action may be instituted either to restrain or enjoin such violation or threatened violation or to recover damages. Any monies received by any Owner from any other Owner or from an Owner on account of assessments levied by the Association, less all reasonable costs of enforcement, including, without limitation, attorneys' fees and costs shall be paid by such enforcing Owner to the Association. Failure by the Board, Association or any member thereof

to enforce any covenant or restriction herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right to thereafter enforce the same.

**Section 14.2 Enforcement by the Municipality.** In the event that the Association shall fail to maintain all or part of the Homeowner Common Areas and Facilities in accordance with the standards in this Declaration, in reasonable order and condition and in accordance with the Maintenance Standards as may be promulgated, the Township of Readington (or any officials, bodies, bureaus, agencies having jurisdiction over the Property) may serve written notice upon the Association setting forth the manner in which the Association has failed to maintain the Homeowner Common Areas and Facilities in reasonable condition, and said notice shall include a demand that such deficiencies in maintenance be cured within 35 days of the date of the notice, and shall state the date and place of a hearing thereon, which shall be held within 15 days of the date of the notice. At such hearing, the Township (or such officials, bodies, bureaus, agencies having jurisdiction) through its designated municipal body or officer, may modify the terms of the original notice as to such deficiencies and may give a reasonable extension of time to cure the deficiencies, not to exceed 65 days. If the deficiencies are not cured within the 35 day period or any permitted extension thereof, the Township (or officials, bodies, bureaus, agencies having jurisdiction), through its designated municipal body or officer, shall have and be entitled to all the rights, privileges and powers set forth in *N.J.S.A. 40:55D-43 et seq.* of the Municipal Land Use Law and Section 6A.3.5. of the Readington Township Zoning Ordinance, specifically, but not limited to, the right to enter upon the Homeowner Common Areas and Facilities, maintain the same and assess the cost thereof, as provided herein.

The Declarant for itself, its successors and assigns, the Association and its members do hereby expressly covenant, agree, stipulate and authorize the Township (or such officials, bodies, bureaus, agencies having jurisdiction), its agents and employees to enter upon and maintain the

Homeowner Common Areas and Facilities for a period of one (1) year, if the said deficiencies are not cured within the time prescribed above. This right shall not vest any rights in the public to use such Homeowner Common Areas and Facilities, except if such areas are voluntarily dedicated to the public by the Association. Prior to the expiration of the one (1) year period, the Township (or such officials, bodies, bureaus, agencies having jurisdiction) shall, upon its initiative or at the request of the Association, hold a public hearing, upon 15 days written notice to the Association, and the Owners of the Stanton Ridge Development. At such hearing the Association shall show cause why the municipality should not continue to maintain the Homeowner Common Areas and Facilities for a succeeding one (1) year period. If the Township (or such officials, bodies, bureaus, agencies having jurisdiction), its designated municipal body or officer, determines that the Association is ready and able to maintain the Homeowner Common Areas and Facilities in a reasonable condition and in accordance with the standards contained in this Declaration, the municipality shall cease to maintain said areas at the end of the one (1) year period. If the Township (or such officials, bodies, bureaus, agencies having jurisdiction), its municipal body or officer determines that the Association is not ready and able to maintain the Homeowner Common Areas and Facilities in a reasonable condition and in accordance with the standards contained in this Declaration, the municipality, in its discretion, may continue to maintain said areas during the next succeeding year, subject to a similar hearing and determination, in each year thereafter. Any such decisions are subject to judicial review as final administrative decisions.

The cost of the maintenance incurred by the Township for Homeowner Common Areas and Facilities shall be assessed pro rata against the Lots within the Stanton Ridge Development in accordance with their assessed value at the time and imposition of the lien and the assessment shall become a lien and tax on said properties and be added to and be a part of

the taxes to be levied and assessed thereon, and enforced and collected with interest by the same officers and in the same manner as other taxes.

The Township (or such officials, bodies, bureaus, agencies having jurisdiction) shall have no obligation to proceed as set forth herein and the Association shall hold the Township (or such officials, bodies, bureaus, agencies having jurisdiction) harmless for any liability arising from the municipality's actions or failure to act with respect to maintenance of the Common Areas and Facilities.

**Section 14.3 Country Club Areas and Facilities.** Readington Township shall have the same authority as that provided in Section 14.2 above to enter and maintain the Country Club Areas and Facilities, except that the cost of the maintenance of the Country Club Areas and Facilities shall not be assessed against the Lots within the Stanton Ridge Development unless, by virtue of the termination of the Lease to Stanton Ridge Golf and Country Club, Inc. or the exercise of the Association's right of reverter in and to the Country Club Areas and Facilities, or otherwise, the Association obtains the lawful possession, use of and title to the Country Club Areas and Facilities. For so long as Stanton Ridge Golf and Country Club, Inc. retains a leasehold interest in the Country Club Areas and Facilities, any costs shall be assessed against Stanton Ridge Golf and Country Club, Inc. and the assessment shall become a lien and tax on Stanton Ridge Golf and Country Club, Inc.'s leasehold interest in the Country Club Areas and Facilities and not against the Owners or the Association and shall be added to and be a part of the taxes to be levied and assessed thereon, and enforced and collected with interest by the same officers and in the same manner as other taxes.



## ARTICLE XV

### EMINENT DOMAIN

**Section 15.1 Proceeds of Awards.** If any of the Homeowner Common Areas or Facilities or any part thereof shall be taken, injured or destroyed by eminent domain, each Owner shall be entitled to notice of such taking and to participate through the Association in the proceedings incident thereto. Any awards or monies paid in connection with such proceedings shall be collected by the Association. The Association shall divide any portion of the award not used for the restoration or repair of the remaining Homeowner Common Areas and Facilities among the Owners and their respective mortgagees, as their respective interests may appear.

## ARTICLE XVI

### LEASES

**Section 16.1 Provisions of Leases.** All lease agreements between an Owner and a tenant of any Lot shall be in writing. No Lot shall be leased for any period less than one year and no Owner may lease less than an entire Lot.

All leases shall provide that:

(a) the provisions thereof shall be subject in all respects to the Governing Documents, including, but not limited to, the right of amendment reserved to the Declarant herein;

(b) any failure by the tenant, guests or invitees to comply with the terms of such Governing Documents shall constitute a material default under the lease, and be grounds for termination of the lease and eviction; and

(c) upon any failure by a tenant of a Lot to comply with the provisions of such Governing Documents, then, in addition to all other remedies which it may have, the Association shall notify the Owner of such violation(s) and demand that the same be remedied through the

Owner's efforts within thirty (30) days after such notice. If such violation(s) is not remedied within said thirty (30) day period, then the Owner shall immediately thereafter, at his own cost and expense, institute and diligently prosecute an eviction action against the tenant on account of such violation(s). Such action shall not be compromised or settled without the prior written consent of the Association. In the event the Owner fails to fulfill the foregoing obligation, then the Association shall have the right, but not the duty, to institute and prosecute such action as attorney-in-fact for the Owner and at the Owner's sole cost and expense, including all legal fees incurred. Said cost and expense shall be deemed to constitute a lien on the particular Lot involved, and collection thereof, may be enforced by the Board in the same manner as the Board is entitled to enforce collection of Common Expenses. By acceptance of a deed to any Lot, each and every Owner does thereby automatically and irrevocably name, constitute, appoint and confirm the Association as his attorney-in-fact for the purposes described in this section. This power of attorney aforesaid is expressly declared and acknowledged to be coupled with an interest in the subject matter hereof and same shall run with the title to any and all lots and be binding upon the heirs, personal representatives, successors and assigns of any of the foregoing parties. Further, said power of attorney shall not be affected by the death or disability of any principal and is intended to deliver all right, title and interest of the principal in and to said power.

(d) should the Owner fail to pay any assessment, the amount of same, provided it does not exceed the rent paid by the tenant, can be charged to and collected from the tenant, who may deduct the amount of said payments from the rent due to the Owner.

**Section 16.2 Use of Lease Addendum.** All lease agreements between an Owner and a tenant for a Lot shall contain the provisions set forth in Article X, Section 10.5 and Article XVI, Section 16.1 hereof in an addendum, in such language as may be required or approved by the Board.

**Section 16.3 Submission of Lease.** An Owner who leases any Lot must submit to the Board: (i) the name and address of the tenants and the Owners' current address if it differs from the address listed with the Association, and (ii) a copy of the lease agreement and addendum specifically outlining the terms as required herein; and (iii) written acknowledgment by the tenant(s) of receipt of a copy of all Governing Documents.

## **ARTICLE XVII**

### **RIGHTS OF MORTGAGEES**

**Section 17.1 Information to be Furnished.** Any First Mortgagee of any Lot who makes a request in writing to the Association for the items provided in this Section 17.1 shall have the following rights:

(a) to receive from the Association a written statement of any default in the performance by an Owner under this Declaration, including the failure to pay annual assessments, special assessments, capital contributions, interest or penalties and a copy of any notice of default sent to such Owner;

(b) to be furnished by the Association, within ninety (90) days after the end of each fiscal year of the Association, a copy of the annual financial statement and budget and any written report of the Association, including income and operating statements;

(c) to receive from the Association written notice of any meeting of the Association or Board at which action to be taken would adversely affect any such mortgagee, and to have its representative attend any such meeting;

(d) to receive from the Association written notice of any proposed or actual taking or condemnation of the Homeowner Common Areas and Facilities and any casualty loss affecting the same within twenty (20) working days of receipt of notice of such proposed or actual taking by the Association or occurrence of such loss;

(e) to receive from the Association written notice of any lapse, cancellation, or material modification of any insurance policy maintained by the Association; and

(f) to receive from the Association written notice of any proposed action which would require the consent of a specified percentage of Permitted Mortgage holders.

**Section 17.2 Prior Written Approval.** The prior written approval of fifty-one (51%) percent of the First Mortgagees is required for any material amendment to Governing Documents including, but not limited to, any amendment which would change any provision relating to:

- (a) voting rights;
- (b) reserves for maintenance, repair and replacement of Homeowner Common Areas and Facilities;
- (c) responsibility for maintenance and repairs;
- (d) re-allocation of interests in the Homeowner Common Areas and Facilities or rights to their use or a change in the method of determination of Owners' assessments, distribution of hazard insurance proceeds or condemnation awards;
- (e) expansion or contraction of the lands subject to the Declaration, or the addition, annexation or withdrawal of land to or from the Declaration except for the grant of easements to public utilities or for other purposes consistent with the use of the Homeowner Common Areas and Facilities by the Association, or except as provided for herein as to Declarant's Rights to add additional lands to this Declaration;
- (f) required insurance coverages or fidelity bonds held by the Association;
- (g) leasing of Lots;
- (h) imposition of any restrictions upon an Owner's right to sell or transfer any Lot;
- (i) a decision by the Association to establish self-management rather than professional management;

(j) restoration or repair of the lands and improvements subject to this Declaration (after damage, destruction or condemnation) in a manner other than that specified in this Declaration;

(k) any action or omission of the Association which would terminate the Declaration in the normal course of events or after substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(l) any provisions that expressly benefit Lenders.

Any First Mortgagee, Lender or other mortgagee who receives a written request from the Board to respond to or consent to or vote upon any action shall be deemed to have approved such action if the Board does not receive a written response from the First Mortgagee, Lender or mortgagee within thirty (30) days of the date of the Association's request, provided such request is delivered to the First Mortgagee, Lender or mortgagee by certified or registered mail, return receipt requested.

**Section 17.3 Other Rights of First Mortgagees.** First Mortgagees may, jointly or singly, pay taxes and other charges which are in default and which may or have become a charge or lien against any portion of the Homeowner Common Areas and Facilities, and may pay overdue premiums on the insurance policies or secure any insurance policies with respect to the coverage to be maintained by the Association pursuant to Article XII hereof, and upon so doing the First Mortgagees making such payments shall be entitled to immediate reimbursement therefore by the Association.

## **ARTICLE XVIII**

### **DISSOLUTION**

The Association shall not be dissolved and shall not dispose of any Homeowner Common Areas and Facilities or Country Club Areas and Facilities by sale or otherwise (except

as otherwise expressly provided in this Declaration) except to Readington Township or to an organization established to own and maintain the Homeowner Common Areas and Facilities for the benefit of the Owners, or established to own the Country Club Areas and Facilities, and thereafter such organization shall not be dissolved and shall not dispose of any of the Homeowner Common Areas and Facilities or Country Club Areas and Facilities without first offering to dedicate said Homeowner Common Areas and Facilities and/or Country Club Areas and Facilities to Readington Township. Any disposition of the Homeowner Common Areas and Facilities or Country Club Areas and Facilities pursuant to this Article XVIII shall be subject to the requirement that the Homeowner Common Areas and Facilities and Country Club Areas and Facilities will be retained and maintained in accordance with the intent of this Declaration.

#### **ARTICLE XIX**

##### **WAIVER**

No provision contained in this Declaration, including but not limited to the protective covenants and restrictions contained herein, shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

#### **ARTICLE XX**

##### **GENDER**

The use of the masculine gender in this Declaration shall be deemed to refer to the feminine gender and the use of the singular shall be deemed to refer to the plural, and vice versa, whenever the context so requires.

## ARTICLE XXI

### SPECIAL DECLARANT RIGHTS

**Section 21.1 Special Rights Reserved to Declarant.** No special rights created or reserved to the Declarant under this Declaration ("Special Declarant Rights") may be transferred except by an instrument evidencing the transfer recorded in the Office of the County Clerk of Hunterdon County, New Jersey. The Instrument shall not be effective unless executed by the transferor and transferee. Any or all of the Special Declarant Rights may be transferred to designees of the Declarant, including, but not limited to, builders or contractors, provided that such transfer shall not reduce an obligation or enlarge a right beyond that contained herein.

**Section 21.2 Liability of Transferor of Declarant Rights.** Upon transfer of any such Special Declarant Right, the liability of the transferor is as follows:

- (i) A transferor is not relieved of any obligation or liability arising before the transfer and remains liable for warranty obligations imposed upon him. Lack of privity does not deprive any Owner of standing to bring an action to enforce any obligation of the transferor.
- (ii) If a transferor retains any such Special Declarant Right, or if a successor to any such Special Declarant Right is an affiliate of the Declarant, the transferor is subject to liability for all obligations and liabilities imposed on a Declarant by law, or by the Declaration, arising after the transfer, and is jointly and severally liable with the successor for the liabilities and obligations of the successor which relate to the Stanton Ridge Development.
- (iii) A transferor who retains no such Special Declarant Rights has no liability for any act or omission or any breach of a contractual or warranty obligation arising from

the exercise of any such Special Declarant Right by a successor Declarant who is not an affiliate of the transferor.

**Section 21.3 Succession to Declarant Rights.** Unless otherwise provided in a mortgage instrument, in case of foreclosure of a mortgage, sale under the Bankruptcy Code, or receivership or assignment for the benefit of creditors proceedings, of any Lots owned by Declarant in the Stanton Ridge Development, a person acquiring title to the Lots being foreclosed or sold succeeds, but only upon his request, to all such Special Declarant Rights requested. Such a person acquiring title will succeed to any Special Declarant Rights to maintain models, sales offices and signs, whether or not he requests the same. The judgment or instrument conveying title shall provide for transfer of only the Special Declarant Rights requested.

**Section 21.4 Foreclosure.** Upon foreclosure or sale under the Bankruptcy Code or receivership or assignment for the benefit of creditors proceedings of all Lots in the Stanton Ridge Development owned by Declarant:

- (i) The Declarant ceases to have any such Special Declarant Rights; and
- (ii) The period of Declarant control terminates unless the judgment or instrument conveying title provides for transfer of all such Special Declarant Rights to a successor to Declarant.

**Section 21.5 Liabilities and Obligations of Successor to Special Declarant Rights.** The liabilities and obligations of persons who succeed to all Special Declarant Rights are as follows:

- (i) A successor to all such Special Declarant Rights who is an affiliate of the Declarant is subject to all obligations and liabilities imposed on any Declarant by law or by the Declaration.



- (ii) A successor to all such Special Declarant Rights, other than a successor described in Sections 21.5(iii) and (iv) of this Article who is not an affiliate of Declarant, is subject to all obligations and liabilities imposed upon Declarant by law or the Declaration, but such successor is not subject to liability for misrepresentations or warranty obligations on improvements made by any previous Declarant or made before the Stanton Ridge Development was created, or for a breach of a fiduciary obligation by a previous Declarant.
- (iii) A successor to only a Special Declarant Right to maintain models, sales offices and signs (provided the successor is not an affiliate of Declarant) may not exercise any other Special Declarant Right but is not subject to any liability or obligation as a Declarant.
- (iv) A successor to all Special Declarant Rights (who is not an affiliate of Declarant and who succeeded to those rights pursuant to a deed in lieu of foreclosure or a judgment or instrument conveying title to Lots under Section 21.3 of this Article) may declare his intention in a recorded instrument to hold those rights solely for transfer to another party. Thereafter, until transferring all such Special Declarant Rights to any person acquiring title to any Lot owned by the successor, or until recording an instrument permitting the exercise any of those rights other than the right to control, any attempted exercise of those rights is void. So long as a successor Declarant may not exercise special rights under this subsection he is not subject to any liability or obligation as a Declarant other than liability for the successor's acts and omissions under the Declaration.

**Section 21.6 Claims Not Arising Under this Declaration.** Nothing in this paragraph subjects any successor to a Special Declarant Right to any claims against or obligations not arising under the Declaration.

**Section 21.7 DCA Registration.** Any successor to a Special Declarant Right shall register with the New Jersey Department of Community Affairs of New Jersey (DCA) pursuant to the Planned Real Estate Development Full Disclosure Act, *N.J.S.A. 45:22A-21 et seq.*, or obtain an exemption from DCA therefrom.

## **ARTICLE XXII**

### **RIGHTS RESERVED TO DECLARANT**

Anything to the contrary herein or in the Certificate of Incorporation or Bylaws of the Association, Declarant hereby reserves for itself, its successors and assigns, for so long as it owns one or more Lots in the Stanton Ridge Development, the right to sell, lease, mortgage, sublease or otherwise dispose of any unsold Lots within the Stanton Ridge Development.

## **ARTICLE XXIII**

### **GENERAL PROVISIONS**

**Section 23.1 Duration and Amendment by Owners.** The covenants and restrictions of this Declaration shall run with and bind the land for an initial term of twenty (20) years. after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by a vote in person or by proxy of the Owners of at least sixty-seven (67%) percent (or such greater percentage as may be required under this Declaration to amend specific provisions) of all Lots at any duly held meeting of the Association or by written consent the Owners of sixty-seven (67%) percent of all Lots in accordance with the provisions of the Bylaws provided, however, that any amendment so requiring under the provisions of Article XVII or the other provisions of this Declaration, shall also have the prior written approval

of fifty-one (51%) percent of the First Mortgagees (or such other percentage as is required under the applicable provisions) and any amendment so requiring it under the provisions of this Declaration shall also have the prior written approval of the Declarant. An amendment shall not be effective unless recorded in the Office of the Clerk of Hunterdon County, New Jersey. In spite of anything to the contrary contained in this Article XXIII, Article XIV shall not be amended at any time in any way without the express written consent of Readington Township or its successors.

**Section 23.2 Amendment by Declarant.** The following powers of amendment are reserved to the Declarant:

(a) The Governing Documents may be amended in whole or in part by the Declarant at any time prior to the conveyance of the title to any Lot. Additionally, until the conveyance of the last Lot to be conveyed to an end user (i.e., not a builder or developer for use in its trade or business) or ten (10) years from the date of conveyance by Declarant of the first Lot in the last stage or phase of the Stanton Ridge Development to receive final subdivision approval from the Readington Township Planning Board, whichever occurs first, the Declarant may make any agreement, document, or supplement or amendment to the Governing Documents: (i) required by any rule or regulation of, or requested by, any governmental agency having jurisdiction over the Property, or required by any rule or regulation of, or requested by any Federal Mortgage Agency as a condition of approval for the financing of any Lot; or (ii) requested by any title company insuring title to any Lot or Lender providing financing for the purchase of any Lot (iii) required or deemed necessary or convenient by Declarant in order to correct technical errors (including but not limited to errors in property descriptions or maps or surveys) or typographical errors in the Governing Documents or (iv) as required by the title company or Lender in order to subject all or any portion of any additional property to this Declaration or (v) as deemed necessary or convenient by Declarant in order to make nonmaterial changes to the Governing

Documents; except that no such agreement, document, supplement or amendment which adversely changes the permitted use of a Lot or which reduces the Homeowner Common Areas and Facilities or increases the financial obligations of the Owner or reserves to Declarant any additional or special privileges shall be made without the prior written consent of the affected Owner(s) and all holders of any Mortgage encumbering a Lot, or if such agreement, document, amendment or supplement adversely affects the priority of any Mortgage which encumbers a Lot, without the prior written consent of the holders of such Mortgages.

(b) By acceptance of a deed to any Lot or by acceptance of any other legal or equitable interest in the Property, each and every contract purchaser, Owner, mortgagee or other lien holder or party having such legal or equitable interest does automatically irrevocably name, constitute, appoint and confirm the Declarant, its successors and assigns, as attorney-in-fact for the purpose of executing such amended or supplemental Declaration(s) and other instruments necessary to effect the provisions of this Article, subject to the limitations contained herein. Said power of attorney shall terminate ten (10) years from the date of the conveyance of the first Lot in the last stage or phase of the Stanton Ridge Development to receive final subdivision approval from the Readington Township Planning Board.

(c) The powers of attorney aforesaid are expressly declared and acknowledged to be coupled with an interest in the subject matter hereof and the same shall run with the title to any and all Lots and be binding upon the heirs, personal representatives, successors and assigns of any of the foregoing parties. Further, said powers of attorney shall not be affected by the death or disability of any principal and are intended to deliver all right, title and interest of the principal in and to said powers. Said powers of attorney shall be vested in the Declarant, its successors and assigns until the same effectuate the initial conveyance of all Lots. Thereafter,

said powers of attorney shall automatically vest in the Association to be exercised by its Board of Directors.

**Section 23.3 Rule Against Perpetuities.** If any provision of this Declaration, or the Bylaws shall be interpreted to constitute a violation of the rule against perpetuities, then such provision shall be deemed to remain in effect until the death of the last survivor of the now living descendants of Elizabeth II, Queen of England, plus twenty-one (21) years thereafter.

**Section 23.4 Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any provision hereof, all of which shall remain in full force and effect.

**Section 23.5 Notices.** Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the person who appears as Owner on the records of the Association at the time of such mailing.

**Section 23.6 Encroachments.** In the event any portion of any structure erected on a Lot shall encroach upon the Homeowner Common Areas and Facilities or Country Club Areas and Facilities, or vice versa, as a result of the construction, reconstruction, repair, shifting, settlement or movement thereof, a valid easement for the encroachment and for the maintenance thereof shall exist so long as the encroachment exists.

**Section 23.7 Management Agreements.** So long as the Declarant is entitled to elect a majority of the Board, any contract or agreement affecting the use, maintenance or access of the Homeowner Common Areas and Facilities entered into between the Declarant and itself or a company owned, operated or controlled by the Declarant or in which it has a financial interest shall not be entered into for a period in excess of one year. Such contracts or agreements shall

not be renewed for periods in excess of one year and the Association may, at the expiration of any one year period, terminate any further renewals or extensions thereof.

**Section 23.8 Certain Rights of the Declarant.** For such time as Declarant shall own any Lot, Declarant's rights and interests shall not be prejudiced by any of the following actions unless it shall, in writing, join in such actions and there shall be no amendments to this Declaration, the Certificate of Incorporation of the Association or the Bylaws of the Association which:

- (a) Discriminate or tend to discriminate against Declarant's rights as an Owner;
- (b) Change the Definitions appearing in Article I of this Declaration in a manner which alters Declarant's rights or status;
- (c) Alter the character and rights of membership or the rights of the Declarant as set forth herein;
- (d) Alter previously recorded or written agreements with public or quasi-public agencies regarding easements and rights-of-way; or
- (e) Would be detrimental to the sale of Lots by the Declarant.

**Section 23.9 Prohibition on the Use of the Names Stanton Ridge, Stanton Ridge Development and Stanton Ridge Country Club.** No person shall use the names "Stanton Ridge," "Stanton Ridge Development," or "Stanton Ridge Country Club" or any derivative thereof in any printed or promotional material without the prior written consent of the Declarant. However, an Owner may use the foregoing names in printed or promotional material where such name is used solely to specify that particular property is located within the Stanton Ridge Development and the Association and the Country Club shall be entitled to use the names "Stanton Ridge," "Stanton Ridge Development" and "Stanton Ridge Country Club."

**Section 23.10****Assumption of Risks Related to Proximity of Golf Course.**

All Owners of Lots in the Development by acceptance of delivery of a deed, assume the risks of ownership of property adjacent or in close proximity to the Stanton Ridge golf course, including the risks (as examples and not as a limitation on the generality of such risks) of golf balls being hit onto the Owner's Lot, with the potential of causing bodily injury or physical damage to property and golfers coming onto the Owner's Lot to look for errant golf balls. By acceptance of delivery of the deed and the assumption of such risks, Owners agree that neither the Country Club nor the Declarant nor the Association nor any other entity owning, leasing or managing the Country Club Areas and Facilities shall be liable to the Owner or anyone else claiming any loss or damage including, without limitation, indirect, special or consequential loss or damage arising from personal injury, destruction of property, trespass or any other alleged wrong or entitlement to remedy based upon, due to, arising from or otherwise related to the proximity of the Owner's Lot to the golf course and Country Club Areas and Facilities, including, without limitation, any claim arising in whole or in part from the negligence of the Declarant, the Country Club, the Association or any other entity owning, leasing or managing the golf course and Country Club Areas and Facilities. All Owners shall indemnify and hold harmless the Country Club, the Association and any other entity owning, leasing or managing the golf course and Country Club Areas and Facilities against any and all such claims, loss or damages by the Owners, the Owners's guests, invitees or licensees with respect to the above. Nothing herein shall limit or restrict any power of the Declarant, the Country Club, the Association or any entity owning, leasing or managing the golf course and Country Club Areas and Facilities to change the design of the golf course, and such changes, if any, shall not nullify, restrict or impair the Owner's covenants and duties contained herein and in the deed.

**Section 23.11 Effective Date.** This Declaration shall become effective upon its recordation in the Office of the Clerk of Hunterdon County, New Jersey.

**Section 23.12 Exhibits.** Attached hereto and made a part hereof are the following Exhibits:

- EXHIBIT "A" - Description of Property
- EXHIBIT "B" - Description of Property
- EXHIBIT "C" - Description of Property
- EXHIBIT "D" - Homeowner Common Areas and Facilities
- EXHIBIT "E" - Homeowner Common Areas and Facilities
- EXHIBIT "F" - Country Club Areas and Facilities
- EXHIBIT "G" - Country Club Areas and Facilities

IN WITNESS WHEREOF, Declarant has caused this Declaration to be duly executed on the day and in the year first above written.

WITNESS:

**STANTON PROPERTIES II**, a New Jersey general partnership

By: Stanton Properties, a New Jersey general partnership

\_\_\_\_\_

By: \_\_\_\_\_  
Neil I. Van Cleef, Partner

\_\_\_\_\_

By: \_\_\_\_\_  
Edward Vogel, Partner



ATTEST:

By: Chanco Development Corporation-  
Stanton, a Delaware corporation

\_\_\_\_\_  
Name: Jay L. Zagoren  
Title: Assistant Secretary  
(Corporate Seal)

By: \_\_\_\_\_  
Name: Kevin Lee  
Title: President

STATE OF NEW JERSEY     )  
                                      ss:  
COUNTY OF                     )

I CERTIFY that on \_\_\_\_\_, 1993, NEIL I. VAN CLEEF and EDWARD VOGEL, Partners in Stanton Properties, a New Jersey general partnership, a general partner of Stanton Properties II, a New Jersey general partnership, personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- (a) is named in and personally signed this Instrument; and
- (b) signed, sealed and delivered this Instrument as his act and deed and as the act and deed of the partnership.

\_\_\_\_\_

STATE OF NEW JERSEY     )  
                                      ss:  
COUNTY OF                     )

I CERTIFY that on \_\_\_\_\_, 1993, JAY L. ZAGOREN, personally came before me and this person acknowledged under oath, to my satisfaction, that:

(a) this person is the Assistant Secretary of CHANCO DEVELOPMENT CORPORATION - STANTON, a Delaware corporation, the corporation named in the attached document and a general partner of Stanton Properties II, a New Jersey general partnership;

(b) this person is the attesting witness to the signing of this document by the proper corporate officer who is Kevin Lee, the President of the corporation;



March 31, 1992

Stanton Properties--Section I  
Situate in Readington Township, Hunterdon County, New Jersey

Beginning at a point being the intersection of the centerline of Whitehouse-Flemington Road (County Route 523), with the common corner between Lots 14 and 25 in Block 45, distant the following three courses from the intersection between the easterly right-of-way line of Mountain View Road (50' wide) and the centerline of County Route 523 (33' wide) as shown on a map entitled "Subdivision of Lands of Mario Norio", prepared by Frank W. Bohren, C.E, dated May 1963 and filed in the Hunterdon County Clerk's Office as Map #212; thence (i) along County Route 523, North  $48^{\circ}45'36''$  East, 414.72' to a p.k. nail at the centerline intersection of County Route 523 with Edgewood Road; thence (ii) still along the same, North  $49^{\circ}54'34''$  East, 998.96' to a point; thence (iii) still along the same, North  $72^{\circ}11'30''$  East, 80.94' to the point of beginning; and from said point of beginning running; thence (1) along the centerline of Whitehouse-Flemington Road South seventy-two degrees, eleven minutes, thirty seconds West ( $S-72^{\circ}-11'-30''-W$ ) a distance of fifty-one and forty hundredths feet (51.40') to a point and corner; thence (2) leaving said road and along the common line between Lots 17 and 25 in Block 45 North thirty-one degrees, thirteen minutes, thirty seconds West ( $N-31^{\circ}-13'-30''-W$ ) a distance of eight hundred seventeen and fifty-six hundredths feet (817.56') to a point and corner; thence (3) along the common line between Lots 16 and 17 in Block 45 South forty-eight degrees, thirty-three minutes, thirty seconds West ( $S-48^{\circ}33'-30''-W$ ) a distance of five hundred eighty and eighty-eight hundredths feet (580.88') to a point and corner on the common line with Lot 18 in Block 45; thence (4) along the common line between Lots 16 and 18 in Block 45 North forty-eight degrees, twenty-four minutes, thirty seconds West ( $N-48^{\circ}-24'30''-W$ ) a distance of seventy and zero hundredths feet (70.00') to a point; thence (5) along the common line between Lots 16, 18, 19, 19.01 and 25 in Block 45 South forty-seven degrees, forty-three minutes, thirty seconds West ( $S-47^{\circ}-43'30''-W$ ) a distance of seven hundred thirty-two and seventy-two hundredths feet (732.72') to a point and corner on the common line with Lot 25 in Block 45; thence (6) along the common line between Lots 24 and 25 in Block 45 North forty degrees, forty-eight minutes, thirty seconds West ( $N-40^{\circ}-48'-30''-W$ ) a distance of two hundred twenty-eight and forty-one hundredths feet (228.41') to a point and corner; thence (7) along the common line between Lots 24 and 25 in Block 45, the northerly terminus of Mountain View Road and Lots 19 and 21 in Block 51

**Exhibit 9A to the  
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South forty-eight degrees, thirty-five minutes, thirty seconds West (S-48°-35'-30"-W) a distance of six hundred thirty-two and seventeen hundredths feet (632.17') to a point and corner; thence (8) along the common line between Lots 21 and 19 in Block 51 South thirty-nine degrees, forty-three minutes, thirty seconds East (S-39°-43'-30"-E) a distance of two hundred forty-two and ninety hundredths feet (242.90') to a point; thence (9) South forty-nine degrees, eleven minutes, thirty seconds West (S-49°-11'-30"-W) a distance of one hundred seventy-five and sixty-nine hundredths feet (175.69') to a point and corner between Lots 14 and 16 in Block 51; thence (10) along the common line between Lots 14 and 16 in Block 51 South thirty-nine degrees, forty-six minutes, thirty seconds East (S-39°-46'-30"-E) a distance of four hundred eighty-nine and nine hundredths feet (489.09') to a point, said point being also the common northeasterly corner of Lot 15 in Block 51; thence (11) along a common line between Lots 14 and 15 in Block 51, South forty-nine degrees, eleven minutes, thirty seconds West (S-49°-11'-30"-W) a distance of two hundred fifty and zero hundredths feet (250.00') to a point and corner; thence (12) along another common line between Lots 14 and 15 in Block 51, South thirty-nine degrees, forty-six minutes, thirty seconds East (S-39°-46'-30"-E) a distance of three hundred and zero hundredths feet (300.00') to a point and corner in the centerline of Whitehouse-Flemington Road; thence along the aforementioned centerline the following three courses; thence (13) South forty-nine degrees, eleven minutes, thirty seconds West (S-49°-11'-30"-W) a distance of thirty and zero hundredths feet (30.00') to a point; thence (14) South forty-eight degrees, fifty minutes, forty seconds West (S-48°-50'-40"-W) a distance of two hundred seventy-nine and seventy hundredths feet (279.70'); thence (15) South forty-nine degrees, thirty minutes, thirteen seconds West (S-49°-30'-13"-W) a distance of nine hundred thirty-one and ninety-two hundredths feet (931.92') to a point and corner; thence (16) leaving said road and along the common line between Lots 12 and 13 in Block 51 North forty degrees, fifty-three minutes, forty-nine seconds West (N-40°-53'-49"-W) a distance of two hundred twenty-seven and sixteen hundredths feet (227.16') to a point and common corner of Lot 5 in Block 51; thence (17) along the common line between Lots 5 and 12 in Block 51, South forty-eight degrees, fifty-three minutes, eleven

seconds West ( $S-48^{\circ}-53'-11''-W$ ) a distance of two hundred and zero hundredths feet (200.00') to a point and corner; thence (18) along another common line between Lots 5 and 12 in Block 51 South forty degrees, fifty-three minutes, forty-nine seconds East ( $S-40^{\circ}-53'-49''-E$ ) a distance of eighty hundredths feet (0.80') to a point and common corner with Lot 11 in Block 51; thence (19) along the common line between Lots 5, 10 and 11 in Block 51 South forty-eight degrees, forty-three minutes, eleven seconds West ( $S-48^{\circ}-43'-11''-W$ ) a distance of four hundred and zero hundredths feet (400.00') to a point and corner; thence (20) along a common line between Lots 5 and 10 in Block 51 South forty degrees, fifty-three minutes, forty-nine seconds East ( $S-40^{\circ}-53'-49''-E$ ) a distance of two hundred thirty-three and sixty hundredths feet (233.60') to a point in the centerline of Whitehouse-Flemington Road; thence (21) along the aforementioned centerline South forty-eight degrees, twelve minutes, eleven seconds West ( $S-48^{\circ}-12'-11''-W$ ) a distance of one thousand two hundred forty-two and seventy hundredths feet (1242.70') to a point and corner; thence (22) leaving said road and along the common line between Lots 5, 6 and 7 in Block 51 North forty-one degrees, forty-seven minutes, forty-nine seconds West ( $N-41^{\circ}-47'-49''-W$ ) a distance of one thousand one hundred forty-eight and sixty hundredths feet (1148.60') to a point and corner on the common line with Lot 5.01 in Block 51; thence along common lines between Lots 5 and 5.01 the following two courses; thence (23) North forty-one degrees, fourteen minutes, eleven seconds East ( $N-41^{\circ}-14'-11''-E$ ) a distance of three hundred sixty-eight and zero hundredths feet (368.00') to a point; thence (24) North sixty-nine degrees, twenty minutes, eleven seconds East ( $N-69^{\circ}-20'-11''-E$ ) a distance of two hundred thirty-seven and twenty-two hundredths feet (237.22') to a point and common corner with Lot 3 in Block 51; thence (25) along the common line of Lots 3 and 5.01 North thirty-eight degrees, forty-eight minutes, twenty-eight seconds West ( $N-38^{\circ}-48'-28''-W$ ) a distance of four hundred seventy-six and forty-five hundredths feet (476.45') to a point and corner; thence (26) along another common line between Lots 3 and 5.01 South forty-seven degrees, twenty minutes, thirty-two seconds West ( $S-47^{\circ}-20'-32''-W$ ) a distance of two hundred fifty-two and seventy-eight hundredths feet (252.78') to a point; thence (27) along the common line between Lots 3, 5.01 and 5.02 in Block 51

South forty-five degrees, fifty-nine minutes, seventeen seconds West (S-45°-59'-17"-W) a distance of three hundred seventy-four and ninety-seven hundredths feet (374.97') to a point and common corner with Lot 4 in Block 51; thence (28) along a common line between Lots 3 and 4 in Block 51, North forty-three degrees, thirty-two minutes, forty-three seconds West (N-43°-32'-43"-W) a distance of two hundred seventy and zero hundredths feet (270.00') to a point; thence (29) continuing along said common line North eighty-three degrees, twenty-six minutes, forty-three seconds West (N-83°-26'-43"-W) a distance of one hundred seventy-three and seventy hundredths feet (173.70') to a point and corner in the centerline of Springtown Road; thence along the aforementioned centerline the following three courses; thence (30) North fourteen degrees, ten minutes, twenty-six seconds East (N-14°-10'-26"-E) a distance of two hundred ninety-seven and seventy-nine hundredths feet (297.79') to a point; thence (31) North eight degrees, thirty-six minutes, thirty-four minutes West (N-08°-36'-34"-W) a distance of one hundred and seventy-five hundredths feet (100.75') to a point; thence (32) North thirty-two degrees, forty-two minutes, thirty-four seconds West (N-32°-42'-34"-W) a distance of one hundred thirty and fifty-seven hundredths feet (130.57') to a point and corner; thence (33) leaving said road and along the common line between Lots 3, 59.01, 2.34, 2.12, a 50' right of way, 2.03, 2.04 and 2.05 North fifty-two degrees, forty-five minutes, thirteen seconds East (N-52°-45'-13"-E) a distance of one thousand six hundred twenty-six and zero hundredths feet (1626.00') to a point and common corner of Lot 13 in Block 51; thence (34) along the common line between Lots 13 and 2.05, the easterly terminus of Pasture Road, Lots 2.11, 2.10, the easterly terminus of Cornfield Lane, Lot 2.12, the easterly terminus of a 50' right-of-way and Lot 59 North twenty-one degrees, zero minutes, fifty-two seconds West (N-21°-00'52"-W) a distance of two thousand three hundred forty-six and sixty-one hundredths feet (2346.61') to a point and corner on the common line with Lot 25.02; thence (35) along the common line between Lots 13 and 25.02 in Block 51 North seventy-two degrees, forty-seven minutes, forty-three seconds East (N-72°-47'-43"-E) a distance of three hundred fourteen and sixty-six hundredths feet (314.66') to a point and common corner between Lots 13, 21, 24.02 and 25.02 in Block 51; thence (36) along the common line

between Lots 21 and 24.02 in Block 51 North seventy-four degrees, one minute, thirty seconds East (N-74°-01'-30"-E) a distance of two hundred ninety-three and fifty-nine hundredths feet (293.59') to a point and corner; thence (37) along another common line between Lots 21 and 24.02 North seventy degrees, fifty-four minutes, thirty seconds East (N-70°-54'-30"-E) a distance of two hundred eleven and forty-one degrees (211.41') to a point and corner on the common line with Lot 35 in Block 51; thence (38) along the common line between Lots 21, 34 and 35 in Block 51 South twenty-five degrees, fifty-seven minutes, thirty seconds East (S-25°-57'-30"-E) a distance of two hundred sixty-three and eight hundredths feet (263.08') to a point and common corner; thence (39) along another common line between Lots 21 and 34 in Block 51 and the Southern terminus of Voorhees Road North seventy-two degrees, eight minutes thirty seconds East (N-72°-08'-30"-E) a distance of three hundred fifty and fifty hundredths feet (350.50') to a point and corner; thence (40) along a common line between Lots 21 and 33 in Block 51 North fifty-six degrees, twenty-two minutes, thirty seconds East (N-56°-22'-30"-E) a distance of three hundred and zero hundredths feet (300.00') to a point and corner; thence (41) along the common line between Lots 21, 30, 31, 32 and 33 in Block 51 North twenty-five degrees, fifty-seven minutes, thirty seconds West (N-25°-57'-30"-W) a distance of one thousand and zero hundredths feet (1000.00') to a point and corner with the common line of Lot 29 in Block 51; thence along the common line of Lots 21 and 29 the following two courses; thence (42) North fifty-six degrees, twenty-two minutes, thirty seconds East (N-56°-22'-30"-E) a distance of two hundred and one hundredths feet (200.01') to a point and corner; thence (43) North twenty-five degrees, fifty-seven minutes, thirty seconds West (N-25°-57'-30"-W) a distance of three hundred twenty and forty-four hundredths feet (320.44') to a point and corner on the centerline of Dreahook Road; thence along the aforementioned centerline the following two courses; thence (44) along the aforementioned centerline North fifty-six degrees, forty-eight minutes, thirty seconds East (N-56°-48'-30"-E) a distance of three hundred two and forty-one hundredths feet (302.41') to a point; thence (45) North seventy-three degrees, thirty-seven minutes, thirty seconds East (N-73°-37'-30"-E) a distance of seven hundred sixteen and six hundredths feet (716.06') to a point; thence leaving said road

and along the common line between Lots 25 and 26 in Block 45 the following five courses; thence (46) South thirteen degrees, twenty-seven minutes, thirty seconds East (S-13°-27'-30"-E) a distance of five hundred seventy-six and ninety-seven hundredths feet (576.97) to a point; thence (47) South twenty-seven degrees, forty-six minutes, thirty seconds East (S-27°-46'-30"-E) a distance of twenty-three and fifteen hundredths feet (23.15'); thence (48) South twenty-one degrees, thirty-six minutes, thirty seconds East (S-21°-36'-30"-E) a distance of one hundred thirty-one and fifty-seven hundredths feet (131.57); thence (49) South twenty degrees, nineteen minutes, thirty seconds East (S-20°-19'-30"-E) a distance of one hundred ninety-one and thirty-six hundredths feet (191.36'); thence (50) North seventy-two degrees, seven minutes, thirty seconds East (N-72°-07'-30"-E) a distance of eight hundred two and sixteen hundredths feet (802.16') to a point in Holland Brook; thence along Holland Brook the following fifty-two courses as located in August, 1986; (51) South eleven degrees, twenty-seven minutes, zero seconds East (S-11°-27'-00"-E) a distance of 49.15' to a point; thence (52) S-50°-26'-36"-E a distance of 30.35' to a point; thence (53) S-13°-20'-10"-E a distance of 54.50' to a point; thence (54) S-21°-54'-40"-E a distance of 67.75' to a point; thence (55) S-28°-11'-10"-E a distance of 34.30' to a point; thence (56) S-34°-50'-30"-E a distance of 81.50' to a point; thence (57) S-67°-52'-55"-E a distance of 28.25' to a point; thence (58) S-52°-40'-50"-E a distance of 21.60' to a point; thence (59) S-06°-27'-35"-E a distance of 30.90' to a point; thence (60) S-26°-12'-05"-E a distance of 32.20' to a point; thence (61) S-50°-41'-10"-E a distance of 68.75' to a point; thence (62) S-58°-30'-10"-E a distance of 25.40' to a point; thence (63) S-34°-25'-15"-E a distance of 32.30' to a point; thence (64) S-58°-50'-00"-E a distance of 28.70' to a point; thence (65) S-72°-06'-35"-E a distance of 48.65' to a point; thence (66) S-54°-38'-30"-E a distance of 40.05' to a point; thence (67) S-62°-36'-10"-E a distance of 58.25' to a point; thence (68) S-84°-16'-20"-E a distance of 37.75' to a point; thence (69) S-69°-40'-10"-E a distance of 56.20' to a point; thence (70) S-71°-19'-20"-E a distance of 111.75' to a point; thence (71) S-80°-45'-45"-E a distance of 73.05' to a point; thence (72)



S-77°-30'-40"-E a distance of 48.75' to a point; thence (73)  
 N-75°-39'-00"-E a distance of 172.05' to a point; thence (74)  
 N-16°-41'-10"-E a distance of 22.25' to a point; thence (75)  
 N-83°-28'-45"-E a distance of 29.50' to a point; thence (76)  
 S-72°-46'-55"-E a distance of 27.10' to a point; thence (77)  
 S-59°-51'-55"-E a distance of 48.45' to a point; thence (78)  
 N-85°-31'-00"-E a distance of 68.00' to a point; thence (79)  
 S-59°-04'-15"-E a distance of 35.00' to a point; thence (80)  
 S-52°-03'-40"-E a distance of 72.65' to a point; thence (81)  
 S-75°-56'-35"-E a distance of 34.50' to a point; thence (82)  
 S-88°-07'-45"-E a distance of 52.70' to a point; thence (83)  
 N-86°-27'-25"-E a distance of 52.30' to a point; thence (84)  
 S-31°-18'-25"-E a distance of 51.65' to a point; thence (85)  
 S-57°-12'-55"-E a distance of 30.75' to a point; thence (86)  
 S-77°-04'-55"-E a distance of 14.75' to a point; thence (87)  
 N-79°-38'-30"-E a distance of 28.75' to a point; thence (88)  
 N-26°-17'-30"-E a distance of 44.75' to a point; thence (89)  
 N-88°-09'-15"-E a distance of 24.10' to a point; thence (90)  
 S-41°-52'-50"-E a distance of 46.30' to a point; thence (91)  
 S-39°-26'-30"-E a distance of 59.20' to a point; thence (92)  
 S-33°-30'-15"-E a distance of 51.15' to a point; thence (93)  
 S-78°-53'-40"-E a distance of 61.40' to a point; thence (94)  
 S-55°-11'-10"-E a distance of 43.35' to a point; thence (95)  
 S-37°-54'-00"-E a distance of 28.85' to a point; thence (96)  
 S-16°-39'-10"-W a distance of 96.15' to a point; thence (97)  
 S-21°-05'-30"-E a distance of 67.90' to a point; thence (98)  
 S-11°-47'-30"-E a distance of 52.30' to a point; thence (99)  
 S-35°-05'-40"-E a distance of 94.45' to a point; thence (100)  
 S-32°-52'-30"-E a distance of 107.60' to a point; thence (101) S-55°-09'-  
 30"-E a distance of 91.44' to a point; thence (102) S-32°-21'-15"-E  
 a distance of 35.83' to a point and Northeast corner of Lot 15 in Block  
 45; thence (103) along the Northwesterly line of Lot 15 S-71°-21'-30"-W  
 a distance of 819.11' to a point and corner; thence (104) along the  
 Southwesterly line of Lot 15 and partially along the Southwesterly line  
 of Lot 14 in Block 45, S-38°-34'-30"-E a distance of 796.00' to a point;  
 thence (105) continuing along the Southwesterly line of Lot 14,

S-31°-13'-30"-E a distance of 835.59' to the point and place of beginning.

Containing 413.563 more or less acres of land.

The above described lands being subject to a 20' wide AT&T Co. right-of-way described in Deed Book 773, Page 544.

The above described lands being subject to 16.5' wide AT&T Co. easement contained in Deed Book 612, Page 100 and modified in Deed Book 773, Page 544.

The above described lands being subject to a 50' wide right-of-way for ingress and egress proposed for Lots 14, 15, 16 and 17, Block 45.

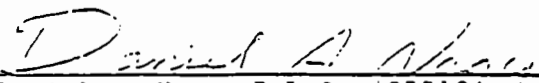
The above described lands being subject to the rights of the public in and along County Route 523, Springtown Road and Dreahook Road.

The above described lands being subject to existing easements of record.

The above described lands subject to a current title search.

The above described lands being prepared in accordance with a map entitled "Boundary Survey, Lands of Stanton Properties, Section I, Block 51, Lots 10 & 11, Situate in Readington Township, Hunterdon County, New Jersey", dated March 18, 1992, last revised March 31, 1992, as prepared by Van Cleef Engineering Associates.

The above described lands being known as Tax Map Lots 16 and 25 in Block 45 and Lots 3, 5, 13, 14, 20 and 21 in Block 51.

  
Daniel A. Nagy, P.L.S. #27513  
Van Cleef Engineering Associates

DAN/tlg  
3/18/92  
R120/10

Rev. 3/31/92 Per Attorney

*Original  
under tract +  
area and lower bridge  
area + area below lower  
bridge area*

*Lot 26.04  
revised  
11/17/92*

**Metes and Bounds Description  
Block 45, Lot 27 and Lot 26.04  
Readington Township, Hunterdon County, New Jersey**

Beginning at a railroad spike in the existing pavement of Dreahook Road, said point also being the most northwesterly corner of Block 45, Lot 28.01, lands now or formerly John and Jacqueline Santoro, and from said point running:

thence (1) along the southwesterly lines of Block 45, Lots 28.01, 28.03, 28.14, 28.13 and 28.12, South  $48^{\circ}42'18''$  East, 2,190.23' to a concrete monument found for a corner of Block 45, Lot 28.12, said point also being in the northwesterly line of Block 45, Lot 72;

thence (2) along the said northwesterly line, South  $40^{\circ}21'07''$  West, 9.50' to a point and southwest corner of Lot 72;

thence (3) along the southwesterly line of Block 45, Lot 72, Lot 71 and part of Lot 70, South  $48^{\circ}59'03''$  East, and passing over a concrete monument, 337.35' from the beginning of this course, a total of 812.51' to a point and northwest corner of Block 45, Lot 4;

thence (4) along the northwesterly line of Block 45, Lot 4, Lot 5 and Lot 45, South  $44^{\circ}09'57''$  West, 1,285.76' to a point and northeast corner of Block 45, Lot 35.01;

thence (5) along the northeasterly line of Block 45, Lot 35.01, North  $67^{\circ}59'03''$  West, 438.27' to a point;

thence (6) still along the northeasterly line of Block 45, Lot 35.01 and Lot 35, North  $55^{\circ}13'03''$  West, 522.99' to a point;

thence (7) along the northerly line of Block 45, Lot 35, South  $45^{\circ}25'57''$  West, 457.53' to a point;

thence (8) along the northerly line of Block 45, Lot 10, South  $45^{\circ}33'57''$  West, 974.73' to a point in Holland Brook, also lands of Stanton Properties Section I (Block 45, Lot 25 et al.);

thence (9) along the said Holland Brook and lands of Stanton Properties Section I, North  $32^{\circ}52'30''$  West, 50.08' to a point;

thence (10) still along the same, North  $35^{\circ}05'40''$  West, 94.45' to a point;

thence (11) still along the same, North  $11^{\circ}47'30''$  West, 52.30' to a point;

thence (12) still along the same, North  $21^{\circ}05'30''$  West, 67.90' to a point;

**Exhibit 9B to the  
Declaration of Covenants,  
Easements and Restrictions**

Metes and Bounds Description  
Block 45, Lot 27 and Lot 26.04  
Readington Township, Hunterdon County, New Jersey  
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thence (13) still along the same, North  $16^{\circ}39'10''$  East, 96.15' to a point;  
thence (14) still along the same, North  $37^{\circ}54'00''$  West, 28.85' to a point;  
thence (15) still along the same, North  $55^{\circ}11'10''$  West, 43.35' to a point;  
thence (16) still along the same, North  $78^{\circ}53'40''$  West, 61.40' to a point;  
thence (17) still along the same, North  $33^{\circ}30'15''$  West, 51.15' to a point;  
thence (18) still along the same, North  $39^{\circ}26'30''$  West, 59.20' to a point;  
thence (19) still along the same, North  $41^{\circ}52'50''$  West, 46.30' to a point;  
thence (20) still along the same, South  $88^{\circ}09'15''$  West, 10.19' to a point  
where the same is intersected by a tributary of Holland Brook;  
thence (21) along the said tributary, the following twenty-seven courses,  
North  $53^{\circ}47'45''$  West, 4.73' to a point;  
thence (22) North  $74^{\circ}17'06''$  West, 32.61' to a point;  
thence (23) North  $12^{\circ}39'26''$  West, 27.24' to a point;  
thence (24) North  $24^{\circ}46'04''$  East, 20.14' to a point;  
thence (25) North  $09^{\circ}22'08''$  West, 24.58' to a point;  
thence (26) North  $47^{\circ}41'13''$  West, 42.01' to a point;  
thence (27) North  $30^{\circ}27'30''$  West, 16.00' to a point;  
thence (28) North  $05^{\circ}18'10''$  East, 78.85' to a point;  
thence (29) North  $17^{\circ}41'23''$  East, 37.04' to a point;  
thence (30) North  $07^{\circ}10'52''$  West, 63.85' to a point;  
thence (31) North  $23^{\circ}56'56''$  West, 105.56' to a point;  
thence (32) North  $35^{\circ}19'28''$  West, 53.14' to a point;  
thence (33) North  $34^{\circ}42'52''$  West, 51.10' to a point;  
thence (34) North  $30^{\circ}05'45''$  West, 38.52' to a point;  
thence (35) North  $06^{\circ}48'38''$  West, 28.16' to a point;

Metes and Bounds Description  
Block 45, Lot 27 and Lot 26.04  
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thence (36) North 12°18'06" West, 70.04' to a point;  
thence (37) North 06°39'35" West, 59.80' to a point;  
thence (38) North 14°17'29" West, 62.04' to a point;  
thence (39) North 06°59'46" West, 209.25' to a point;  
thence (40) North 03°46'38" West, 130.60' to a point;  
thence (41) North 14°12'37" East, 35.83' to a point;  
thence (42) North 07°54'46" West, 101.58' to a point;  
thence (43) North 03°38'54" West, 60.96' to a point;  
thence (44) North 03°38'41" West, 122.23' to a point;  
thence (45) North 00°31'25" West, 87.31' to a point;  
thence (46) North 01°44'07" West, 67.43' to a point;  
thence (47) North 07°41'42" West, 51.31' to a point where the same is intersected by the northeasterly line of Block 45, Lot 26.01;  
thence (48) along the said northeasterly line of Block 45, Lot 26.01, North 55°53'33" West, 540.21' to a point;  
thence (49) continuing along the said line, North 36°02'03" West, 338.79' to a point in the existing pavement of Dreahook Road;  
thence (50) along Dreahook Road, North 69°51'07" East, 652.89' to a spike found;  
thence (51) continuing along the same, North 71°32'08" East, 169.84' to a point and northwest corner of Block 45, Lot 27.01;  
thence (52) leaving said road and along the southwesterly line of Block 45, Lot 27.01, South 25°49'52" East, 350.72' to a point and corner;  
thence (53) along the southeasterly line of Block 45, Lot 27.01, North 65°32'08" East, 175.16' to a point and corner;  
thence (54) along the easterly line of Block 45, Lot 27.01 the following four courses;  
thence (55) North 18°48'52" West, 90.72' to a point;

## Metes and Bounds Description

Block 45, Lot 27 and Lot 26.04

Readington Township, Hunterdon County, New Jersey

Page 4

thence (56) North 09°26'08" East, 32.74' to a point;

thence (57) North 54°10'08" East, 39.36' to a point;

thence (58) North 18°16'52" West, 210.58' to a point and corner in Dreahook Road;

thence (59) along Dreahook Road, North 67°06'08" East, 50.16' to a point and northwest corner of Block 45, Lot 27.02;

thence (60) along the southwesterly line of Block 45, Lot 27.02, South 18°16'52" East, 180.59' to a point and corner;

thence (61) along the southeasterly line of Block 45, Lot 27.02, North 67°06'08" East, 228.85' to a point and corner;

thence (62) along another southwesterly line of Block 45, Lot 27.02, South 32°53'22" East, 201.60' to a point and corner;

thence (63) along another southeasterly line of Block 45, Lot 27.02, North 52°25'58" East, 317.97' to a point and corner;

thence (64) along the northeasterly line of Block 45, Lot 27.02, North 37°34'02" West, 326.36' to a point and corner in Dreahook Road;

thence (65) along Dreahook Road, North 52°25'58" East, 300.00' to the point and place of beginning.

Containing a calculated area of 152.315 acres.

Subject to a 200' wide PSE&C easement contained in Deed Book 730, Page 95.

Subject to New Jersey Power & Light Company easements recorded in Deed Book 425 page 449 and Deed Book 706 page 443.

Subject to the rights of the public in and along Dreahook Road as they may exist.

Subject to any other easements or restrictions of record.

Subject to wetlands and associated buffer areas as they may exist.

Metes and Bounds Description  
Block 45, Lot 27 and Lot 26.04  
Readington Township, Hunterdon County, New Jersey  
Page 5

The above description is in accordance with a map entitled "Plan of Survey Prepared for Block 45, Lot 27, Situated in Readington Township, Hunterdon County, New Jersey, dated February 26, 1988, last revised March 28, 1992, prepared by Van Cleef Engineering Associates, Lebanon, New Jersey and a map entitled "Minor Subdivision for Block 45, Lot 26.01 and Boundary Line Adjustment Between Block 45, Lots 26.01 and 27, Located in Readington Township, Hunterdon County, New Jersey", dated February 10, 1992 and last revised March 28, 1992, prepared by Van Cleef Engineering Associates, Lebanon, New Jersey.



Errol Melnick, P.L.S. #GS34013  
Van Cleef Engineering Associates

EM/rlg  
6/25/92  
R120/28

EXCEPTING THEREOUT AND THEREFROM

Metes and Bounds Description  
Block 45, Proposed Portion of Lot 27  
Readington Township, Hunterdon County, New Jersey

Beginning at the most northwesterly corner of Block 45, Lot 27, located in the existing right-of-way of Dreshook Road, where the same is intersected by the line dividing Block 45, Lot 27 and Block 45, Lot 26.01 and from said point of beginning running:

thence (1) along Dreshook Road, North  $69^{\circ}51'07''$  East, 652.89' to a point;

thence (2) still along the same, North  $71^{\circ}32'08''$  East, 169.84' to a point where the same is intersected by the line dividing Block 45, Lot 27 and Block 45, Lot 27.01;

thence (3) along the said dividing line, South  $25^{\circ}49'52''$  East, 350.72' to a point;

thence (4) along a new line, South  $51^{\circ}18'51''$  West, 147.47' to a point;

thence (5) still along the same, South  $38^{\circ}32'29''$  East, 341.46' to a point;

thence (6) still along the same, South  $51^{\circ}11'18''$  West, 405.98' to a point in the line dividing Block 45, Lot 27 and proposed Block 45, Lot 26.04;

thence (7) along the said dividing line and along the line dividing Block 45, Lot 27 and Block 45, Lot 26.01, North  $55^{\circ}53'33''$  West, 567.00' to a point;

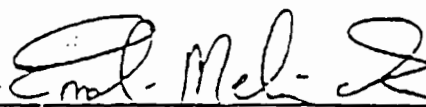
thence (8) still along the same, North  $36^{\circ}02'03''$  West, 338.79' to the point and place of beginning.

Containing a calculated area of 11.201 acres.

Subject to the rights of the public in and along Dreshook Road.

Subject to modifications and revisions per Readington Township Planning Board final approval.

The above description is in accordance with a map entitled "Minor Subdivision for Block 45, Lot 26.01 & Boundary Line Adjustment Between Block 45, Lots 26.01 and 27, Located in Readington Township, Hunterdon County, New Jersey", dated February 10, 1992, last revised March 28, 1992, prepared by Van Cleef Engineering Associates, Lebanon, New Jersey.

  
Errol Melnick, P.L.S. #GS34013  
Van Cleef Engineering Associates

EM/r1g  
4/2/92  
R120/22

Exhibit 9C to the  
Declaration of Covenants,  
Easements and Restrictions



Office Copy

DEC 14 1997

Sewer treatment lot  
Stanton Ridge

Mates and Bounds Description  
Stanton Properties, Section I  
Proposed Open Space Area, Lot 25.01  
Readington Township, Hunterdon County, New Jersey

Beginning at a point located in the southerly sideline of Dreahook Road (25' from physical centerline) where the same is intersected by the line dividing Block 45, Lot 26.03 and lands of Stanton Properties and from said point running:

thence (1) along the said dividing line, South  $13^{\circ}27'30''$  East, 551.94' to a point;

thence (2) still along the same, South  $27^{\circ}46'30''$  East, 23.15' to a point;

thence (3) still along the same, South  $21^{\circ}36'30''$  East, 131.57' to a point;

thence (4) still along the same, South  $20^{\circ}19'30''$  East, 191.36' to a point;

thence (5) along a new line, South  $24^{\circ}28'52''$  West, 406.89' to a point;

thence (6) still along the same, South  $67^{\circ}29'53''$  West, 415.14' to a point;

thence (7) still along the same, on a curve to the right, having a radius of 3,470.00', an arc length of 305.01', a chord bearing and distance of North  $23^{\circ}27'05''$  West, 304.91' to a point of tangency;

thence (8) still along the same, North  $20^{\circ}56'03''$  West, 613.03' to a point of curvature;

thence (9) still along the same, on a curve to the left, having a radius of 680.00', an arc length of 140.40', a chord bearing and distance of North  $26^{\circ}50'56''$  West, 140.15' to a point of reverse curvature;

thence (10) still along the same, on a curve to the right, having a radius of 25.00', an arc length of 41.56', a chord bearing and distance of North  $14^{\circ}51'29''$  East, 36.94' to a point of compound curvature in the southerly sideline of Dreahook Road;

thence (11) along the said sideline, on a curve to the right, having a radius of 1,100.00', an arc length of 213.96', a chord bearing and distance of North  $68^{\circ}03'09''$  East, 213.63' to a point of tangency;

thence (12) still along the same, North  $73^{\circ}37'30''$  East, 548.50' to the point and place of beginning.

Exhibit 9D to the  
Declaration of Covenants,  
Easements and Restrictions

Metes and Bounds Description  
Stanton Properties, Section I  
Proposed Open Space Area, Lot 25.01  
Readington Township, Hunterdon County, New Jersey  
Page 2

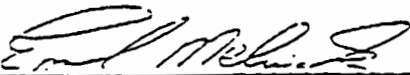
Containing a calculated area of 18.23 acres. *18.225 per file map*

Subject to a right easement as shown on a map entitled "Final Plat for Stanton Ridge -- Section I, Block 51, Lots 3, 5, 13, 14, 20 & 21, Block 45, Lots 16 & 25, Readington Township, Hunterdon County, New Jersey", dated October 16, 1992, Sheet 3 of 3, prepared by Van Cleeef Engineering Associates, and filed or about to be filed in the Hunterdon County Clerk's Office.

Subject to existing easements of record.

Subject to modifications and revisions per Readington Township Planning Board final approval.

The above description is in accordance with a map entitled "Stanton Properties, Section I, Proposed Open Space Lots 115 & 116, Located in Readington Township, Hunterdon County, New Jersey", prepared by Van Cleeef Engineering Associates, Lebanon, New Jersey, dated March 18, 1992, last revised December 16, 1992.

  
Errol Melnick, P.L.S. #GS34013  
Van Cleeef Engineering Associates

EM/r1g  
3/13/92  
R120/4

Rev. 12/16/92 -- per lot line revisions

→ revise to "in accordance with Stanton Ridge..  
as recorded in the Hunterdon County Clerk's Office  
as file map # 1117

Office Copy

DEC 14 1997

open space in  
Stanton Ridge next  
to sewage treatment  
lot

**Metas and Bounds Description**  
**Stanton Properties -- Section I**  
**Proposed Open Area, Lot 21.01**  
**Readington Township, Hunterdon County, New Jersey**

Beginning at a point located in the southerly sideline of Dreahook Road (25' from physical centerline) where the same is intersected by the line dividing Block 51, Lot 28 and lands of Stanton Properties and from said point running:

thence (1) along the said sideline of Dreahook Road, North  $56^{\circ}48'30''$  East, 135.55' to a point of curvature;

thence (2) along a new line, on a curve to the right, having a radius of 25.00', an arc length of 39.27', a chord bearing and distance of South  $78^{\circ}11'30''$  East, 35.36' to a point of compound curvature;

thence (3) still along the same, on a curve to the right, having a radius of 620.00', an arc length of 132.64', a chord bearing and distance of South  $27^{\circ}03'46''$  East, 132.39' to a point of tangency;

thence (4) still along the same, South  $20^{\circ}56'03''$  East, 500.53' to a point;

thence (5) still along the same, South  $69^{\circ}03'57''$  West, 64.00' to a point;

thence (6) still along the same, North  $65^{\circ}56'03''$  West, 181.00' to a point;

thence (7) still along the same, South  $69^{\circ}03'57''$  West, 119.86' to a point in the easterly line of Block 51, Lot 30;

thence (8) along the said easterly line, North  $25^{\circ}57'30''$  West, 157.08' to a point in the southerly line of Block 51, Lot 28;

thence (9) along the said southerly line, North  $56^{\circ}22'30''$  East, 200.01' to a point;

thence (10) along the easterly line of Block 51, Lot 28, North  $25^{\circ}57'30''$  West, 295.24' to the point and place of beginning.

Containing a calculated area of 3.055 acres.

Subject to a right easement as shown on a map entitled "Final Plat for Stanton Ridge -- Section I, Block 51, Lots 3, 5, 13, 14, 20 & 21, Block 45, Lots 16 & 25, Readington Township, Hunterdon County, New Jersey", dated October 16, 1992, Sheet 3 of 3, prepared by Van Cleef Engineering Associates, and filed or about to be filed in the Hunterdon County Clerk's Office.

see next page

**Exhibit 9E to the**  
**Declaration of Covenants,**  
**Easements and Restrictions**

Meters and Bounds Description  
Stanton Properties -- Section I  
Proposed Open Area, Lot 21.01  
Readington Township, Hunterdon County, New Jersey  
Page 2

Subject to existing easements of record.

Subject to modifications and revisions per Readington Township Planning Board final approval.

The above description is in accordance with a map entitled "Stanton Properties -- Section I, Proposed Open Space Lots 115 & 116, Located in Readington Township, Hunterdon County, New Jersey", prepared by Van Cleef Engineering Associates, Lebanon, New Jersey, dated March 16, 1992, last revised December 16, 1992.



Errol Melnick, P.L.S. #GS34013  
Van Cleef Engineering Associates

EM/rlg  
3/18/92  
R120/5

Rev. 12/16/92 -- per lot line revisions

revise to "in accordance with Stanton Ridge ...."  
as recorded in the Hunterdon County Clerk's office  
as file map # 1117

GOLF COURSE

Office Copy

DEC 14 1992

Metes and Bounds Description  
Proposed Open Space Lot 25  
Readington Township, Hunterdon County, New Jersey

Beginning at a point in the line dividing lands of Stanton Properties Section I and Block 51, Lot 2.02, said point distant 675.92' measured easterly along the said dividing line extended from a corner of Stanton Properties Section I, located in Springtown Road and from said point running:

thence (1) along the said dividing line and along Block 51, Lots 2.03, 2.04 and 2.05, North  $52^{\circ}45'13''$  East, 950.08' to a point;

thence (2) along Block 51, Lot 2.05, North  $21^{\circ}00'52''$  West, 226.61' to a point;

thence (3) along a new line, North  $55^{\circ}16'08''$  East, 755.00' to a point;

thence (4) still along the same, North  $18^{\circ}13'30''$  West, 822.88' to a point;

thence (5) still along the same, North  $55^{\circ}10'44''$  East, 1,226.34' to a point;

thence (6) still along the same, South  $55^{\circ}11'26''$  East, 54.62' to a point of curvature;

thence (7) still along the same, on a curve to the right, having a radius of 25.00', an arc length of 37.45', a chord bearing and distance of South  $12^{\circ}16'46''$  East, 34.04' to a point of tangency;

thence (8) still along the same, South  $30^{\circ}37'55''$  West, 24.26' to a point of curvature;

thence (9) still along the same, on a curve to the left, having a radius of 530.00', an arc length of 457.15', a chord bearing and distance of South  $04^{\circ}15'00''$  West, 470.15' to a point of tangency;

thence (10) still along the same, South  $22^{\circ}01'55''$  East, 145.49' to a point of curvature;

thence (11) still along the same, on a curve to the right, having a radius of 1,170', an arc length of 1,093.55', a chord bearing and distance of South  $04^{\circ}44'39''$  West, 1,054.18' to a point of tangency;

thence (12) still along the same, South  $31^{\circ}31'12''$  West, 364.13' to a point;

thence (13) still along the same, North  $77^{\circ}45'17''$  West, 173.36' to a point;

thence (14) still along the same, South  $85^{\circ}21'25''$  West, 435.91' to a point;

thence (15) still along the same, South  $45^{\circ}57'25''$  West, 363.90' to a point;

Exhibit 9F to the  
Declaration of Covenants,  
Easements and Restrictions

## Metes and Bounds Description

Proposed Open Space Lot 25

Readington Township, Hunterdon County, New Jersey

Page 2

thence (16) still along the same, South  $36^{\circ}19'10''$  West, 917.93' to a point;  
thence (17) still along the same, South  $36^{\circ}25'27''$  East, 255.96' to a point;  
thence (18) still along the same, South  $64^{\circ}32'52''$  West, 30.56' to a point;  
thence (19) still along the same, North  $36^{\circ}25'27''$  West, 236.16' to a point;  
thence (20) still along the same, North  $78^{\circ}09'01''$  West, 105.53' to a point;  
thence (21) still along the same, North  $33^{\circ}09'09''$  West, 142.60' to the point  
and place of beginning.


Containing a calculated area of 46.806 acres.

Subject to modifications and revisions per Readington Township Planning Board approval.

Subject to a 16.5' wide AT&T Company easement as shown on plans entitled "Final Plat for Stanton Ridge -- Section 1, Block 51, Lots 3, 5, 13, 14, 20 & 21, Block 45, Lots 16 & 25, Readington Township, Hunterdon County, New Jersey", dated October 16, 1992, comprising three sheets, prepared by Van Cleef Engineering Associates, and filed or about to be filed in the Hunterdon County Clerk's Office.

Subject to existing easements of record.

The above description is in accordance with a map entitled "Stanton Properties Golf Course, Located in Readington Township, Hunterdon County, New Jersey", dated March 17, 1992, last revised December 3, 1992, Sheet 1 of 2, prepared by Van Cleef Engineering Associates, Lebanon, New Jersey.



Errol Melnick, P.L.S. #GS34013  
Van Cleef Engineering Associates

EM/rig  
3/23/92  
R120/2

Rev. 12/9/92 -- per revised lot lines

Office Copy

## GOLF COURSE

Meters and Bounds Description  
Proposed Open Area Lot 117  
Readington Township, Hunterdon County, New Jersey

Beginning at a point in the existing right-of-way of County Route 523, where the same is intersected by the line dividing lands of Stanton Properties and Block 51, Lot 12 and from said point running:

thence (1) along the said dividing line, North  $40^{\circ}53'49''$  West, 227.16' to a point;

thence (2) still along the same, South  $48^{\circ}53'11''$  West, 200.00' to a point;

thence (3) still along the same, South  $40^{\circ}53'49''$  East, 0.80 to a point where the same is intersected by the northwesterly line of Block 51, Lot 11;

thence (4) along the said northwesterly line and along the northwesterly line of Lot 10, South  $48^{\circ}43'11''$  West, 400.00' to a point;

thence (5) along the southwesterly line of Block 51, Lot 10, South  $40^{\circ}53'49''$  East, 233.60' to a point in the existing right-of-way of County Route 523;

thence (6) along County Route 523, South  $48^{\circ}12'11''$  West, 34.94' to a point;

thence (7) along a new line, North  $41^{\circ}47'49''$  West, 41.24' to a point;

thence (8) still along the same, on a curve to the right, having a radius of 25.00', an arc length of 39.27', a chord bearing and distance of North  $86^{\circ}42'58''$  West, 35.36' to a point of tangency;

thence (9) still along the same, North  $41^{\circ}42'50''$  West, 67.95' to a point of curvature;

thence (10) still along the same, on a curve to the right, having a radius of 460.00', an arc length of 393.40', a chord bearing and distance of North  $17^{\circ}12'50''$  West, 381.52' to a point;

thence (11) still along the same, North  $04^{\circ}25'26''$  East, 200.25' to a point;

thence (12) still along the same, North  $59^{\circ}57'20''$  East, 365.48' to a point;

thence (13) still along the same, North  $72^{\circ}49'38''$  East, 325.00' to a point;

thence (14) still along the same, North  $17^{\circ}49'21''$  East, 212.57' to a point;

thence (15) still along the same, North  $22^{\circ}53'14''$  West, 586.46' to a point;

thence (16) still along the same, North  $17^{\circ}31'07''$  West, 163.21' to a point;

Exhibit 9F to the  
Declaration of Covenants,  
Easements and Restrictions

Metes and Bounds Description  
Proposed Open Area Lot 117  
Readington Township, Hunterdon County, New Jersey  
Page 2

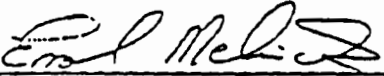
thence (17) still along the same, North 08°03'23" West, 344.29' to a point;  
thence (18) still along the same, North 31°31'12" East, 199.21' to a point;  
thence (19) still along the same, South 32°50'57" East, 292.80' to a point;  
thence (20) still along the same, South 25°53'47" East, 135.57' to a point;  
thence (21) still along the same, South 16°24'18" East, 215.19' to a point;  
thence (22) still along the same, South 10°34'17" East, 266.75' to a point;  
thence (23) still along the same, South 31°18'21" East, 776.74' to a point  
in the existing right-of-way of County Route 523;  
thence (24) along County Route 523, South 49°30'13" West, 677.10' to the  
point and place of beginning.

Containing a calculated area of 19.816 acres.

Subject to the rights of the public in and along the existing right-of-way  
of County Route 523 as they may now exist.

Subject to modifications and revisions per Readington Township Planning  
Board final approval.

The above description is in accordance with a map entitled "Stanton Properties  
Golf Course, Located in Readington Township, Hunterdon County, New Jersey",  
dated March 17, 1992, last revised December 15, 1992, Sheet 1 of 2, prepared  
by Van Cleef Engineering Associates, Lebanon, New Jersey.

  
Errol Melnick, P.L.S. #GS34013  
Van Cleef Engineering Associates

EM/rlg  
3/23/92  
R120/6

Rev. 12/9/92 -- per revised lot lines  
Rev. 12/15/92 -- course #7



Office Copy  
DEC 14 1992

## GOLF COURSE

Metes and Bounds Description  
Proposed Open Space Area Lot 118  
Readington Township, Hunterdon County, New Jersey

Beginning at a corner of Stanton Properties Section I, located in Holland Brook where the same is intersected by the line dividing lands of Stanton Properties and Block 45, Lot 15 and from said point running:

thence (1) along the said dividing line, South  $71^{\circ}21'30''$  West, 819.11' to a point;

thence (2) still along the same, South  $38^{\circ}34'30''$  East, 70.00' to a point;

thence (3) along a new line, South  $51^{\circ}25'30''$  West, 350.25' to a point;

thence (4) still along the same, South  $24^{\circ}10'43''$  West, 178.67' to a point;

thence (5) still along the same, South  $63^{\circ}06'31''$  West, 705.78' to a point;

thence (6) still along the same, South  $84^{\circ}59'37''$  West, 601.68' to a point;

thence (7) still along the same, South  $87^{\circ}25'51''$  West, 292.36' to a point;

thence (8) still along the same, on a curve to the left, having a radius of 1,230.00', an arc length of 303.99', a chord bearing and distance of North  $14^{\circ}57'06''$  West, 303.22' to a point of tangency;

thence (9) still along the same, North  $22^{\circ}01'55''$  West, 65.22' to a point;

thence (10) still along the same, North  $69^{\circ}26'31''$  East, 251.98' to a point;

thence (11) still along the same, North  $78^{\circ}57'04''$  East, 603.70' to a point;

thence (12) still along the same, North  $62^{\circ}13'53''$  East, 667.66' to a point;

thence (13) still along the same, North  $50^{\circ}38'00''$  East, 743.95' to a point;

thence (14) still along the same, North  $62^{\circ}13'17''$  West, 206.61' to a point;

thence (15) still along the same, on a curve to the left, having a radius of 63.00', an arc length of 31.27', a chord bearing and distance of North  $13^{\circ}33'21''$  East, 30.95' to a point;

thence (16) still along the same, South  $62^{\circ}13'17''$  East, 226.86' to a point;

thence (17) still along the same, North  $50^{\circ}38'00''$  East, 429.93' to a point in Holland Brook;

thence (18) along Holland Brook, South  $33^{\circ}30'13''$  East, 41.91' to a point;

thence (19) still along the same, South  $78^{\circ}53'40''$  East, 61.40' to a point;

Exhibit 9F to the  
Declaration of Covenants,  
Easements and Restrictions

189D

Meters and Bounds Description  
Proposed Open Space Area Lot 116  
Readington Township, Hunterdon County, New Jersey  
Page 2

thence (20) still along the same, South 55°11'10" East, 43.35' to a point;  
thence (21) still along the same, South 37°54'00" East, 28.85' to a point;  
thence (22) still along the same, South 16°39'10" West, 96.15' to a point;  
thence (23) still along the same, South 21°05'30" East, 67.90' to a point;  
thence (24) still along the same, South 11°47'30" East, 52.30' to a point;  
thence (25) still along the same, South 35°05'40" East, 94.45' to a point;  
thence (26) still along the same, South 32°52'30" East, 107.60' to a point;  
thence (27) still along the same, South 55°09'30" East, 91.44' to a point;  
thence (28) still along the same, South 32°21'15" East, 35.83' to the point  
and place of beginning.

Containing a calculated area of 31.001 acres.

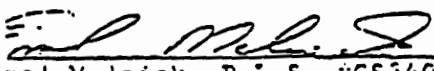
Subject to a 16.5' wide AT&T Company easement as shown on plans entitled "Final Plat for Stanton Ridge -- Section I, Block 51, Lots 3, 5, 13, 14, 20 & 21, Block 45, Lots 16 & 25, Readington Township, Hunterdon County, New Jersey", dated October 16, 1992, comprising three sheets, prepared by Van Cleef Engineering Associates, and filed or about to be filed in the Hunterdon County Clerk's Office.

subject to 70' x 40' utility easement as shown on the above-referenced plans.

subject to modifications and revisions per Readington Township Planning board approval.

Subject to existing easements of record.

The above description is in accordance with a map entitled "Stanton Properties Golf Course, Located in Readington Township, Hunterdon County, New Jersey", dated March 17, 1992, last revised December 3, 1992, Sheet 1 of 2, prepared by Van Cleef Engineering Associates, Lebanon, New Jersey.

  
Earl Melnick, P.E.S. #GS34013  
Van Cleef Engineering Associates

./rlg  
'23/92  
0/3

v. 12/9/92 -- per revised lot lines

Metes and Bounds Description  
Proposed Open Space Lot 27.34  
Readington Township, Hunterdon County, New Jersey  
Page 2

thence (14) still along the same, South 18°34'02" East, 306.58' to a point;  
thence (15) still along the same, South 71°25'58" West, 183.86' to a point;  
thence (16) still along the same, South 22°01'15" West, 121.25' to a point;  
thence (17) still along the same, South 11°23'46" East, 524.70' to a point;  
thence (18) still along the same, South 07°36'00" East, 610.21' to a point;  
thence (19) still along the same, South 09°05'32" East, 333.78' to the point  
and place of beginning.

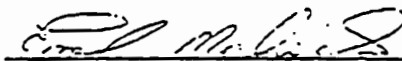
Containing a calculated area of 27.312 acres.

Subject to a 200' wide PSE&G easement described in Deed Book 730, Page 95.

Subject to any other existing easements of record.

Subject to modifications and revisions per Readington Township Planning Board approval.

The above description is in accordance with a map entitled "Stanton Properties Golf Course, Located in Readington Township, Hunterdon County, New Jersey", dated March 17, 1992 and last revised November 5, 1992, Sheet 2 of 2, prepared by Van Cleef Engineering Associates, Lebanon, New Jersey.



Errol Melnick, P.L.S. #GS34013  
Van Cleef Engineering Associates

EM/rlg  
3/23/92  
R120/9

Rev. 7/28/92 -- revised distances.  
Rev. 11/5/92 -- revised course 3.  
Rev. 11/16/92 -- course (11), map revision date.



**PUBLIC OFFERING STATEMENT**

**FOR**

**STANTON RIDGE DEVELOPMENT**

**(151 Lots)**

**Book 2**

# 016

BYLAWS  
OF  
STANTON RIDGE HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

General

Section 1.1 Purpose. These Bylaws are intended to govern the administration of the Stanton Ridge Homeowners Association, Inc., a non-profit corporation organized under Title 15A of the New Jersey Statutes, and provide for the management, administration, utilization and maintenance of the Homeowner Common Areas and Facilities as defined and described in a certain "Declaration of Covenants, Easements and Restrictions for the Stanton Ridge Development, Readington Township, Hunterdon County, New Jersey, executed by Stanton Properties II, a New Jersey general partnership, as Declarant as same may hereafter be amended from time to time, and recorded or to be recorded in the Hunterdon County Clerk's Office ("Declaration").

Section 1.2 Definitions. Unless the context clearly indicates otherwise, all definitions set forth in the Declaration are incorporated herein by reference.

Section 1.3 Fiscal Year. The fiscal year of the Association shall begin on the 31st day of March and end on the 30th day of March of every year, unless changed by resolution of the Board of Trustees (the "Board"), except that the first fiscal year shall begin on the date of incorporation and end on the following March 30th.

Section 1.4 Principal Office. The principal office of the corporation is c/o Edge Ventures, Amwell Road, P.O. Box 399, Belle Mead, New Jersey 08502-399. 359-3276

Section 1.5 Minutes at Open Meetings. At each meeting required to be open to Owners herein, minutes of the proceedings shall be taken, and copies of those minutes shall be made available to all Owners before the next open meeting.

(a) The Association shall keep reasonably comprehensive minutes of all its meetings showing the time and place, the members present, the subjects considered, the actions taken, the vote of each Member, and any other information required to be shown in the minutes by the bylaws. Such minutes shall be made available to the public in the Association office within thirty (30) days.

(b) At each open meeting, the participation of Owners in the proceedings or the provision of a public comment session shall be at the discretion of the Board.

Section 1.6 Notice. Adequate notice of any open meeting shall be given to all Owners.

Section 1.7 Adequate Notice. Adequate notice means written advance notice of at least 48 hours, giving the date, time, location and, to the extent known, the agenda of any regular, special, or rescheduled meeting. Such notice shall accurately state whether formal action may or may not be taken. This notice shall be:

(a) Prominently posted in at least one place within the Property reserved for such or similar announcements.

(b) Mailed, telephoned, telegrammed, faxed, or hand delivered to at least two newspapers designated by the Board.

(c) Filed with the Association secretary or administrative officer responsible for administering the Association business office.

(d) At least once each year within seven (7) days following the annual meeting of the Association, the Board shall post and maintain posted throughout the year, notice of meetings in those locations set forth above.

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

## ARTICLE II

### Membership and Voting Rights

Section 2.1 Members. Every person, firm, association, corporation or other legal entity who is a record owner or co-owner of the fee simple title to any Lot shall be a Member of the Association; provided however, that any person, firm, association, corporation, or legal entity who holds such title or interest merely as a security for the performance of an obligation (including but not limited to mortgagees or trustees under deeds of trust) shall not be a Member of the Association. Membership in the Association shall be appurtenant to each Lot and transfer of title to each Lot shall automatically transfer membership in the Association without the necessity of delivery of any document. Each Member shall notify the Secretary of the Association of the transfer of ownership of his, her or its Lot. Membership in the Association shall not be separated from the ownership of any Lot.

Section 2.2 Rights of Membership. In accordance with the Declaration, every person who is a Member in the Association, pursuant to the provisions of the Declaration, shall be privileged to use and enjoy the Homeowner Common Areas and Facilities, subject however to the right of the Association to:

(a) Promulgate Rules and Regulations governing such use and enjoyment;

(b) Suspend the use and enjoyment of such Homeowner Common Areas and Facilities as provided in Section 2.3 of this Article II; and

(c) Transfer, reserve, lease or otherwise agree to restrict or place conditions on the use and enjoyment of all or any part of the Homeowner Common Areas and Facilities as provided in the Declaration and as provided in any other agreement, arrangement or lease to which the Association is a party or to which it has agreed to be bound.

Section 2.3 Suspension of Rights. The Membership and voting rights of any Member may be suspended by the Board for any period during which any assessment against the Lot to which his Membership is appurtenant and is due and remains unpaid. Such rights and privileges shall be immediately and automatically restored upon full payment of such assessments, and any late fees imposed and/or interest and/or costs incurred in connection therewith.

Further, if Rules and Regulations governing the use of the Homeowner Common Areas and Facilities and the conduct of persons thereon have been adopted and published, as authorized in the Bylaws, the rights and privileges of any person in violation thereof may be suspended at the discretion of the Board for a period not to exceed sixty (60) days for any single violation, but if the violation is of a continuing nature, such rights and privileges may be suspended indefinitely until such time as the violation is abated. No such action shall be taken by the Board until the Member is afforded written notice and an opportunity for a hearing.

Section 2.4 Votes.

(a) The Owner(s) of each Lot (other than Declarant, the voting rights of which are set forth in subsection (b)) shall be entitled to one vote for each Lot owned. When one or more persons hold title, the vote for each Lot shall be exercised as the co-owners among themselves determine. When one or more co-owners purport to vote (in person or by proxy) for all co-owners, such vote shall be counted unless one or more of the other co-owners is present and objects to such vote; or if not present, submits a proxy or objects in a writing delivered to the Secretary of the Association before the vote is counted. If co-owners disagree as to the vote, the vote shall be split equally among the co-owners.

(b) The Declarant shall be entitled to 151 votes (which number shall be automatically decreased to correspond to the number of Lots to be developed by Declarant pursuant to its plan of land use development as reflected in any amended preliminary or final subdivision or site approval for the Property less the total number of Lots within the Stanton Ridge Development which have been conveyed to Owners, other than builders or developers who own Lots for use in their trade or business. However, voting for, and turnover of control of, the Board shall be governed by the provisions of Article IV of these Bylaws.

Section 2.5 Proxies. Proxy ballots shall be permitted with respect to all elections of Trustees, and all amendments to the Certificate of Incorporation, the Declaration or these Bylaws, or any other matter which is to come before a meeting of the Members of the Association. All proxies shall be in writing, signed by each individual Lot Owner (or in the case of joint owners by any one of them), or by a duly authorized legal representative(s) and delivered to the Secretary of the Association, or such other person as the President may designate, at least 24 hours prior to the commencement of the meeting at which ballots are to be cast. Proxies may be revoked at any time prior to the commencement of the meeting at which ballots are to be cast, and no proxy shall be voted after eleven (11) months from the date it is executed

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

### ARTICLE III

#### Meetings of Members

Section 3.1 Place of Meetings. All meetings of the Members of the Association shall be held in a place, convenient to the Members, designated by the Board.

Section 3.2 Annual Meetings. The first annual meeting of the Members of the Association shall be held on such date as is fixed by the Declarant, which date shall in no event be held more than sixty (60) days after the Owners, other than the Declarant, own 25% or more of the Lots. All annual meetings, thereafter, shall be held on such day and month of the year to be established by the Board. At the first annual meeting and each subsequent annual meeting the election of Trustees shall take place in accordance with Article IV of these Bylaws.

Section 3.3 Special Meetings. Special meetings of the Members may be called at any time by the Board whenever it deems such a meeting advisable and shall be called upon the written request of Members representing not less than twenty-five (25%) percent of all 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 Members representing at least fifty (50%) percent of all votes entitled to be cast request such a meeting, no special meeting may be called to consider any matter which is substantially the same as a matter voted upon at any meeting of the Members held during the preceding twelve (12) months, which determination shall be made in the sole and absolute discretion of the Board.

Section 3.4 Notice of Meeting. In addition to Notice provisions provided for elsewhere in these Bylaws, notice of any meeting of Members shall not be required to have been sent to any Member who shall attend such meeting in person or by proxy. Notice of any adjourned meeting of the Members shall not be required to be given except when expressly required by law. Notice for any meeting may be waived by any Member in writing given at any time. Actual attendance by Members at any meeting of Members of the Association shall constitute waiver of notice of the time and place thereof.

Section 3.5 Quorum and Adjourned Meeting. At any such meeting of the Members, persons (including Declarant or its representatives) holding twenty-five (25%) percent of the authorized votes cast, in person or by proxy, shall constitute a quorum for the transaction of business except where otherwise provided by law. In the absence of a quorum, the persons holding votes present in person or by proxy and entitled to vote, may, by majority vote, adjourn the meeting from time to time for at least 48 hours from the time the original meeting was rescheduled, until a quorum shall be present or represented. At any such adjourned meeting at which a quorum may be present any business may be transacted which might have been transacted at the meeting originally called.



Section 3.6 Organization. At each meeting of the Association, the President (elected by the Board pursuant to Article VII hereof), or, in his absence, the Vice President, or in the absence of both of them, a person chosen by a majority vote of the Members 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 3.7 Voting. Except as otherwise provided in these bylaws, the Declaration, or the Planned Real Estate Development Full Disclosure Act, passage of all decisions shall require the affirmative vote of at least a majority of members in good standing and entitled to vote in attendance at a meeting. The election of Trustees shall be by ballot. Unless determined by a majority of the votes of the Members cast at such meeting, in person or by proxy, or determined by the chairperson of the meeting to be advisable, the vote on any other question need not be by ballot. Any action which may be taken at a meeting of Members may be taken without a meeting if authorized by a writing signed by the required percentage of Members entitled to vote for that particular matter.

Section 3.8 Member in Good Standing. A Member shall be deemed to be in good standing and entitled to vote at any annual meeting or at any special meeting of the Association if, and only if, such Member shall have fully paid all installments due for assessments made or levied against the Lot(s) owned by such Member by the Board as hereinafter provided, together with all late fees, interest, costs, attorney's fees, penalties and other expenses, if any, properly chargeable to such Lot(s), at least three (3) calendar days prior to the date fixed for such meeting.

Section 3.9 Judges. If at any meeting of the Members a vote by ballot shall be taken, 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 qualifications of votes and shall report the number of voters represented at the meeting and entitled to vote, shall conduct and accept the votes, and when the voting is completed, shall ascertain and report all votes cast. 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 and any officer or Trustee of the Association may be a judge, other than with regard to a vote for or against his election to any position with the Association or any other issue in which he may be directly interested.

Section 3.10 Order of Business. The order of business at the annual meeting of the Members or at any special meetings insofar as practicable shall be:

- (a) Calling of the roll and certifying the proxies.
- (b) Proof of notice of meeting and waiver of notice.
- (c) Reading and disposal of any unapproved minutes.
- (d) Appointment of judges of election, if appropriate.

- (e) Election of Trustees, if appropriate.
- (f) Receiving reports of officers.
- (g) Receiving reports of committees.
- (h) Old business.
- (i) New business.
- (j) Adjournment.

## ARTICLE IV

### The Board of Trustees

Section 4.1 Express and Implied Powers and Duties. 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, the Declaration, these Bylaws and by law.

### Section 4.2 Number and Qualifications.

(a) Appointed Trustees. Until the first annual meeting of the membership of the Association, and thereafter until their successors shall have been elected and qualified, the Board shall consist of four (4) persons designated by the Declarant, none of whom need be Owners.

(b) Elected Trustees. Elected Trustees shall be elected by the Members at annual meetings. At least one (1) elected Trustee shall be a Member. The first election of elected Trustees shall take place at the first annual meeting of Members. The first annual meeting shall be called by the President and held within 60 days after the Owners, other than builders or developers who own Lots for use in their trade or business and other than the Declarant, own 25% of the Lots. After the first annual meeting, the Board shall consist of seven (7) Trustees (hereinafter referred to as Trustees A, B, C, D, E, F and G). At the first annual meeting the Owners, other than Declarant, shall be entitled to vote for and elect Trustees A and B, and the Declarant shall have the right to appoint Trustees C, D, E, F and G.

Within 60 days after the Owners, other than builders or developers who own Lots for use in their trade or business and other than the Declarant, own 50% or more of the Lots, the President shall hold a special meeting of the Members of the Association. At such special meeting, Owners, other than the Declarant, shall be entitled to elect Trustees A, B, and C and the Declarant shall have the right to appoint Trustees D, E, F and G.

Within 60 days after the Owners, other than builders or developers who own Lots for use in their trade or business and other than the Declarant, own 75% or more of the Lots, the President shall hold a special meeting of the Members of the Association. As such special

meeting, Owners other than the Declarant, shall be entitled to elect all of the Trustees of the Board not theretofore elected by them, except that the Declarant shall be entitled to appoint Trustee G so long as the Declarant owns one or more lots. Further, the Declarant shall have the right to relinquish control of any Trusteeship at any time, provided that the Owners agree by majority vote to assume control in the event such relinquishment results in a change of control of the Board from the Declarant to the Owners.

(c) Where the Declarant is a corporation, Trustees appointed by the Declarant may be officers, stockholders, employees, representatives or agents of such corporation; where the Declarant is a partnership, the trustees appointed by Declarant may be members, representatives, agents or employees of such partnership or of the partners thereof; provided, however, that at least one of the Trustees of the Board shall be a resident of the State of New Jersey.

#### Section 4.3 Election and Term of Office.

(a) At the first annual meeting of the Membership that is called after Owners other than builders, developers or the Declarant owns 25% or more of the Lots, Trustees A and B shall be elected by the Owners other than the Declarant and Declarant shall appoint Trustees C, D, E, F, and G. Trustees A and B shall be elected for two (2) year terms and C, D, E, F and G shall be appointed to serve until their successors are elected at the special meeting held after 50% of the Lots are owned by Owners other than the Declarant or Declarant's voluntary relinquishment of control of the Board, whichever occurs first.

At the meeting of the Membership that is called after Owners other than builders, developers or the Declarant own 50% or more of the Lots, Trustees A, B and C shall be elected by the Owners other than the Declarant, and Declarant shall appoint Trustees D, E, F and G. Trustees A, B and C shall be elected for two (2) year terms and D, E, F and G shall be appointed to serve until their successors are elected at the special meeting held after 75% of the Lots are owned by Owners other than the Declarant, or Declarant's voluntary relinquishment of control of the Board, whichever occurs first.

At the special meeting at which Trustees D, E, F and G shall be elected by Owners other than the Declarant (subject, however, to Declarant's right to appoint Trustee G as provided for in Section 4.2 of this Article), these Trustees shall be elected to serve an initial term which expires at the next annual meeting of the Members at which Trustees A, B and C are not scheduled for re-election, but in no event shall such initial term be less than two (2) years nor more than three (3) years. Thereafter, the term for Trustees D, E, F and G shall be for two (2) years; it being the purpose and intent hereof that Trustees A, B and C shall be elected in alternate years to Trustees D, E, F and G. At each annual meeting thereafter, Trustees shall be elected for a term of two (2) years to succeed those Trustees whose terms are expiring.

(b) The Trustees shall hold office until their respective successors have been duly elected and qualified, or until removed in the manner provided by these Bylaws.

(c) In elections for Trustees, each Member may cast, in respect to each vacancy on the Board, the number of votes to which such Member is entitled under Article II, Section 2.4. Those nominees receiving the highest number of votes shall be elected. If the

annual meeting is postponed, as provided herein, for any reason, any election which would have satisfied the requirements of this Article IV had the annual meeting been held on the originally scheduled date shall be unaffected by such postponement.

Section 4.4 Removal of Trustees. The Trustees appointed by the Declarant serve at the pleasure of the Declarant and may be removed or replaced only by the Declarant, at any time, with or without cause. While the Declarant is in control of the Board, any one or more Owner elected Trustees may be removed with or without cause at any duly held regular or special meeting of the Owners by a majority of the Owner votes present, provided that the notice of the meeting expressly includes this item of business on the agenda. In such event a successor(s) shall be elected by the Owners, other than the Declarant, in the manner set forth in Article IV, Section 4.3 herein to fill the vacancies thus created.

Once the Owners control the Board, any one or more Owner elected Trustees may be removed with or without cause at any duly held regular or special meeting of the Owners by a majority of the Owner votes present, provided that the notice of the meeting expressly includes this item of business on the agenda. In such event, a successor(s) may then and there be appointed by a majority of the remaining trustees to fill the vacancy thus created. Each person(s) appointed shall be a Trustee for the remainder of the term of the Trustee whose term he is filling and until his successor is duly elected and qualified. Any Trustee whose removal has been proposed shall be given an opportunity to be heard at the meeting. The Declarant, as the Owner of Lots, may not vote to remove a Trustee elected solely by the votes of Owners other than the Declarant. Also, the Owner's rights of removal shall not apply to any Trustee appointed by the Declarant.

Section 4.5 Vacancies. Vacancies on the Board caused by any reason other than the removal of a Trustee by a vote of the Owners of the Association shall also be filled by a vote of a majority of the remaining Trustees, including the Declarant's appointees, at a special meeting of the Board held for that purpose reasonably promptly after the occurrence of any such vacancy. Each person so elected shall be a Trustee for the remainder of the term of the Trustee whose term he is filling and until his successor shall have been duly elected and qualified. Until the first annual meeting of Owners, the Declarant shall have the right to fill all vacancies on the Board, in accordance with Article IV, Section 4.2 herein. Owner elected vacancies on the Board shall only be filled with Owners, other than the Declarant, whether same be appointed or elected.

Section 4.6 Meetings of the Board; Notices; Waiver of Notice. The first meeting of the Board shall be held not later than ten (10) days after the first annual meeting of the Members and at such time and place as shall be fixed by a majority of the Board. Thereafter, regular meetings of the Board may be held at such time and place as shall be determined by a resolution of the Board, but at least two meetings shall be held each year. Special meetings of the Board may be called by the President on two (2) days notice to each Trustee given by hand delivery, telephone, mail or telegram, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board shall be called by the President or by the Secretary in like manner and on like notice on the written request of at least three (3) Trustees. Any Trustee may, at any time, waive notice of any meeting of the Board in writing and such waiver shall be deemed equivalent to the giving of notice. Actual attendance by Trustees at any meeting of the Board shall constitute a waiver of notice by him of the time and place thereof.

These provisions are in addition to other Notice provisions provided for elsewhere in these Bylaws.

Section 4.7 Open Meetings. All meetings of the Board, except conference or working sessions at which no binding votes are to be taken, shall be open to attendance by all Owners.

Section 4.8 Restrictions on Open Meetings. Despite Section 4.7 above of these Bylaws, the Board may exclude or restrict attendance at those meetings or portions of meetings dealing with the following:

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

Section 4.9 Quorum and Adjourned Meetings. At all meetings of the Board, a majority of the Trustees shall constitute a quorum for the transaction of business and the votes of a majority of the Trustees present and voting at a meeting at which a quorum is present shall constitute a valid decision. If at any meeting of the Board there shall be less than a quorum present, the majority of those present shall adjourn the meeting to a new date. At any such adjourned meeting at which a quorum is present, any business which may have been transacted at the original meeting may be transacted without further notice. The vote of a majority of those present at a Board meeting at which a quorum is present shall be necessary for valid action by the Board on any matter.

Section 4.10 Joinder in Meetings by Approval of Minutes. The transaction of any business at any meeting of the Board however called and noticed or wherever held, shall be as valid as a meeting duly held after regular call and notice, if a quorum is present and if, either before or after the meeting, each Trustee signs a written waiver of notice, or a consent to the holding of the meeting, or an approval of the minutes thereof or of the resolution or act adopted at such meeting. All such waivers, consents or approvals, shall be in writing and filed with the Secretary and made a part of the minutes of the meeting even though filed subsequent thereto.

Section 4.11 Non-waiver. All the rights, duties and privileges of the Board shall be deemed to be continuing and shall not be exhausted by a single act or series of acts. To the same extent, the failure to use or employ any remedy or right hereunder or hereafter granted shall not preclude its exercise in the future nor shall any custom bind the Board.

Section 4.12 Consent in Lieu of Meeting and Vote. In spite of anything to the contrary in these Bylaws, the Certificate of Incorporation or the Declaration, the entire Board shall have the power to take action on any matter on which it is authorized to act, without the

necessity of a formal meeting and vote if the entire Board, or all the Trustees empowered to act, whichever the case may be, shall consent in writing to such action.

Section 4.13 No Compensation. No Trustee shall be compensated by the Association for acting as such. However, Trustees may be reimbursed by the Association for reasonable expenses incurred on behalf of the Association upon approval of a majority of the other Trustees.

Section 4.14 Rules of Order. Where not otherwise provided herein, the Board and Association shall conduct their respective business in accordance with Robert's Rules of Order, or such other rules as it may adopt from time to time for such purpose.

Section 4.15 Declarant's Protective Provisions.

(a) So long as the Declarant owns at least one (1) Lot for sale, the following shall apply and shall not be amended without the consent of the Declarant:

(i) Neither the Association nor its Board shall take any action that will impair or adversely affect the rights of the Declarant or cause the Declarant to suffer any financial, legal or other detriment, including but not limited to any direct or indirect interference with the sale of Lots, or the assessment of the Declarant for capital improvements.

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

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

Section 4.16 Responsibilities of Declarant.

(a) While the Declarant appoints a majority of the Board, it shall take no action which adversely affects a homeowner's rights under *N.J.A.C. 5:25-5.5*, pertaining to claims in Homeowner Common Areas and Facilities. Claims relative to defects in Homeowner Common Areas and Facilities shall be processed in accordance with *N.J.A.C. 5:25-5.5*.

(b) While the Declarant appoints a majority of the Board, it shall make no additions, alterations, improvements or purchases not contemplated in the Public Offering Statement which would necessitate a special assessment or a substantial increase in the monthly assessment unless required by a government agency, title insurance company, mortgage lender or in the event of an emergency.

## ARTICLE V

### Powers and Duties of the Board of Trustees

Section 5.1 General Powers and Privileges. The Board shall have those powers necessary to conduct the affairs of the Association, which include but are not necessarily limited to the following, together with such other powers as may be provided herein or in the Declaration, or which may be necessarily implied. The power to:

(a) Perform anything and everything necessary for the sound management of the Association, including the power to employ, by contract or otherwise, a manager, managing agent or an independent contractor, to oversee, supervise and carry out the responsibilities of the Board. Said manager or said independent contractors shall be compensated upon such terms as the Board deems necessary and proper; and

(b) Employ any person, firm or corporation to repair, maintain or renovate the Homeowner Common Areas and Facilities, Areas of Common Responsibility and Easement Areas and all improvements therein; lay pipes or culverts, to bury utilities; to put up lights or poles, to erect signs and traffic and safety controls of various sorts on said Homeowner Common Areas and Facilities, Areas of Common Responsibility and Easement Areas; and

(c) Employ, to obtain advice from or otherwise provide for, the services of professional and non-professional persons, firms or corporations such as, but not limited to, landscape architects, architects, engineers, lawyers and certified public accountants; and

(d) Contract for or otherwise provide for such materials, supplies, furniture, equipment and labor as and to the extent the Board deems necessary; and

(e) Employ or contract for trash removal services and utility services, including but not limited to, water, sewer, garbage, snow removal, lawn maintenance, electrical, telephone and gas services, and cable or master antenna television; and

(f) Employ all managerial personnel necessary, or enter into a managerial contract for the efficient discharge of the duties of the Board hereunder; and

(g) Employ or otherwise provide for, firefighting services, security guard services and such other protective services as the Association shall from time to time deem desirable for the benefit of the Property, the Owners, their tenants and guests; and

(h) Employ, contract for or otherwise provide for, the construction, reconstruction, repair, replacement or refinishing of any roads, drives or other paved areas upon any portion of the Property not dedicated to any governmental unit and not owned by an Owner; and

(i) Lease, accept any assignment of lease, and/or accept fee title to all or any portion of the Country Club Areas and Facilities; including but not limited to the exercise of its right of reverter in and to the Country Club Areas and Facilities; and

(j) Enter into and enforce all agreements and arrangements with the Stanton Ridge Golf and Country Club Inc. ("Country Club") and/or Stanton Golf Properties ("Golf Properties") as may be contemplated pursuant to the Declaration and the Readington Township land use approvals; and

(k) Adopt, amend, and publish Rules and Regulations governing the administration, management, operation and use of the Property and Homeowner Common Areas and Facilities, and the conduct of the occupants, thereof, which Rules and Regulations may also be modified by a vote of 75% of the Members; and

(l) Enforce full performance by Owners or occupants of all items of maintenance for which they are responsible; and

(m) Cause its agents, independent contractors, and employees, after reasonable notice, to enter upon any Lot for the purposes of maintaining and repairing any portion of the Property if for any reason whatsoever the Owner thereof fails to maintain it in good condition and repair and so as to present an attractive exterior appearance as required to promote or protect the general health, safety and welfare of the residents and users of the Property; and

(n) In its own name, or its own behalf or on behalf of any Owner or Owners who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of and to enforce the Rules and Regulations and the terms, conditions and regulations contained in the Declaration and these Bylaws; and

(o) Bring and defend actions which are pertinent to the operation of the Association, the health, safety, or general welfare of the Owners, or any other legal action subject, however, to the provisions of Article VII, Section 7.2(j) of the Declaration; and

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

(q) Invest and reinvest monies, sue and be sued, collect interest, dividends and capital gains; exercise rights; pay taxes; make and enter into contracts; enter into leases or concessions; make and execute any and all proper affidavits for various purposes; compromise any action without leave of court; and all other powers contained herein, and those necessary and incidental thereto; and

(r) Pay and to discharge any and all liens from time to time placed or imposed upon any portion of the Homeowner Common Areas and Facilities on account of any work done or performed by the Association in the fulfillment of any of its obligations and duties of maintenance, repair, operation or administration; and

(s) Transfer and obtain easements, licenses, leases and other property rights with respect to contiguous lands; and

(t) Suspend the voting rights and right to use the Homeowner Common Areas and Facilities of a Member during any period in which such member shall be in default in the



payment of any assessment levied by the Association. Such rights may also be suspended for infraction of published Rules and Regulations governing use of said Homeowner Common Areas and Facilities, after notice and hearing, for a period not to exceed 60 days for each such infraction or for such period as any such infraction continues; and

(u) Appoint an insurance trustee, who shall not be a Member of the Association, an employee of the Declarant, or the Manager, who shall discharge his duties in accordance with these Bylaws and in the absence of such an appointment, the Board shall be responsible for the disposition of all insurance proceeds; and

(v) Co-venture or otherwise contract with other homeowner associations of other developments and/or the Country Club and/or Golf Properties for combined efforts to achieve economies with contractors for repairs and maintenance of Association assets; and

(w) Create, appoint members to and disband such committees as shall from time to time be deemed appropriate or necessary to aid the Board in the discharge of its duties, functions and powers, including but not limited to, an Architectural Review Committee and/or a Covenants Committee; and

(x) Subject to the provisions of the Declaration, grant and convey to any third party, easements and rights-of-way in, on, over, under, across and through the Homeowner Common Areas and Facilities for the purpose of constructing, erecting, operating or maintaining thereon, therein or thereunder (1) overhead or underground lines, cables, wires, conduits, or other devices for the transmission of electricity and for lighting, heating, power, telephone, community television, radio and audio antenna facilities for other appropriate purposes, (2) public sewers, storm water drains and pipes, water systems, sewer treatment facility and related amenities, pump station pipes and lines, heating and gas lines or pipes and (3) any similar public or quasi-public improvements and facilities; and

(y) Settle disputes relating to the jurisdiction of any committee of the Board or appointed by the Board, the decision of the Board concerning which shall be final and binding; and

(z) Establish a Covenants Committee as hereinafter provided in Article X; and

(aa) Establish an Architectural Review Committee as hereinafter provided in Article IX and as provided in the Declaration.

(bb) Exercise all of the rights, powers, privileges, duties and obligations with respect to the Country Club Areas and Facilities as the Board has with respect to the Homeowner Common Areas and Facilities in the event Declarant conveys title to the Country Club Areas and Facilities to the Association and thereafter the Association does not convey same in fee simple on condition subsequent to Golf Properties, and/or thereafter Golf Properties or the Association does not enter into a Lease with the Country Club, or in the event after assignment of the Lease by the Declarant or Golf Properties to the Association the Lease terminates or the Association otherwise obtains lawful possession, title and use of the Country Club Areas and Facilities by its exercise of its right of reverter or otherwise.

(cc) Adopt, amend and publish a Design Criteria and Guidelines Manual as may be necessary or convenient to carry out the provisions of the Declaration.

Section 5.2 Duties and Responsibilities. It shall be the affirmative and perpetual obligation and duty of the Board to perform the following:

(a) Exercise its powers in accordance with these Bylaws, the Declaration, the Rules and Regulations and pursuant to any agreements the Association may enter into, including without limitation, any agreement which may relate to the Association's performance of its administrative and operational activities such as maintenance or insurance, general management function, and management standards.

(b) Cause the Homeowner Common Areas and Facilities to be maintained according to accepted standards, including but not limited to such maintenance, painting or replacement and repairs, snow removal or cleaning as may be necessary and as the Board may deem appropriate. All repairs and replacement to the extent reasonably feasible shall be substantially similar to the original application and installation; and

(c) Investigate, hire, pay, supervise, and discharge the personnel necessary to be employed, and provide the equipment and materials necessary, in order to properly maintain and operate the Homeowner Common Areas and Facilities. Compensation for the services of such employees (as evidenced by the certified payroll) shall be considered an operating expense of the Association; and

(d) Cause to be kept a complete record of all its acts and corporate affairs and to present a summary report thereof to the Members at the annual meeting or at any special meeting when requested in writing by Members entitled to cast at least twenty-five (25%) percent of the total votes of the Association; and

(e) Allocate common surplus or make repairs, additions, improvements to, or restoration of the Homeowner Common Areas and Facilities in accordance with the provisions of these Bylaws and the Declaration after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings; and

(f) Take such action as may be necessary to comply promptly with any and all orders or requirements affecting the premises maintained by the Association placed thereon by any federal, state, county or municipal authority having jurisdiction thereover, and order of the Board of Fire Underwriters or other similar bodies; and

(g) Procure and maintain the insurance required by Article XII of the Declaration; and

(h) Manage the fiscal affairs of the Association as hereinafter provided in Article VI; and

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

Section 5.3 Other Powers. Subject to the Declaration or other instruments of creation, the Association may do all that it is legally entitled to do under the laws applicable to its form of organization.

Section 5.4 Discharge of Powers. The Association and the Board shall discharge their powers in a manner that protects and furthers the health, safety and general welfare of the residents of the community.

## ARTICLE VI

### Fiscal Management

Section 6.1 Common Expense Assessments. The Board shall have the duty to collect from each Owner, his, her, or their heirs, administrators, successors and assigns, as "Common Expense Assessments", the Common Expenses assessed against such Owner as provided for in the Declaration, the Certificate of Incorporation, these Bylaws and in accordance with applicable law.

Section 6.2 Determination of Common Expenses. The amount of monies for Common Expenses deemed necessary by the Board and the manner of expenditure thereof, including but not limited to, the allocation thereof, shall be a matter for the sole discretion of the Board.

Section 6.3 Disbursements. The Board shall take and hold the funds as collected and shall disburse the same for the purposes and in the manner set forth herein and as required by the Declaration, Certificate of Incorporation, and applicable law.

Section 6.4 Depositories. The depository of the Association shall be such financial institution or institutions as shall be designated from time to time by the Board and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such parties as are authorized by the Board, provided that a management agreement may include, among its provisions authority for a manager to sign checks on behalf of the Association for payment of the obligations of the Association, if the proper fidelity bond is furnished to the Association.

### Section 6.5 Accounts.

(a) The receipts and expenditures of the Association shall be Common Expense assessments and Common Expenses respectively, or such other additional classifications as the Board shall deem appropriate, and shall be credited and charged to accounts all of which expenditures shall be Common Expenses:

(i) Current expenses, which shall include expenditures within the year for which the budget is made, including reasonable allowances for contingencies and working funds. Current expenses shall not include expenditures chargeable to reserves. At the end of each year, the unexpended amount remaining in this account shall be applied to reduce the

assessments for current expenses for the succeeding year, or may be distributed to the Membership as the Board shall determine.

(ii) Reserve for deferred maintenance, which shall include funds for maintenance items that occur less frequently than annually.

(iii) Reserve for replacement, which shall include funds for repair or replacement of the Homeowner Common Areas and Facilities and those portions of the improvements located on the Property which the Association is obligated to maintain or repair which is required because of damage, depreciation or obsolescence. The amounts in this account shall be allocated among each of the separate categories of replacement items.

(iv) Reserves for capital improvements, which shall include the funds to be used for capital expenditures or for acquisition of additional personal property that will be part of the Homeowner Common Areas and Facilities.

(v) Operations, which shall include all funds from the use of the Homeowner Common Areas and Facilities or from any other sources. Only the additional direct expenses required by any revenue producing operation will be charged to this account, and any surplus from any operation or otherwise shall be used to reduce the assessments for current Common Expenses for the year during which the surplus is realized, or at the discretion of the Board, in the year following the one in which the surplus is realized. Losses from operations or otherwise shall be met by special assessments against Owners, which assessments may be made in advance in order to provide a working fund.

(vi) Sums received as a result of the collection of late fees, fines, interest and/or penalties.

(b) The Board shall not be required to segregate the funds held in the above accounts but may, in its sole discretion, maintain the funds in one or more consolidated accounts. As to each consolidated account, the division into the various accounts set forth above need be made only on the Association's records.

Section 6.6 Reserves and Surplus Funds. The Board shall not be obligated to expend all of the reserves collected in any accounting period. The Board must maintain reasonable reserves for, among other things, repairs, replacements, emergencies, contingencies for bad weather or uncollected accounts. The Board in its determination of the Common Expenses and the preparation of a budget shall specifically designate and identify those portions of the Common Expenses to be assessed against the Lots which are allocable as a contribution to working or operating capital and which are allocable to reserves for each separate item of capital improvement. The amounts assessed and collected for the reserves shall be kept in one or more interest bearing savings accounts, or certificates of deposit and shall not be utilized for any purpose other than that which was contemplated at the time of the assessment. The foregoing shall not be construed to mean that the Board shall not be permitted to keep additional cash on hand, in a checking or petty cash account, for the necessary discharge of its functions. Any surplus of funds collected by the Association remaining after payment of the common expenses and after providing for reserves may be used by the Association for any

lawful purpose. The unused portion shall be proportionately divided among Owners, based on their interests in the Development. This surplus shall be credited to the Owners' forthcoming year's annual common expense assessment.

Section 6.7 Declarant, Lender, Liability for Assessments. Neither the Declarant nor any Lender for any Lot shall be required to pay any assessment for capital improvements, whether by way of Common Expense or special assessments or otherwise. Further, this provision may not be amended without the written consent of the Declarant and that of every Lender. The Declarant and Lender shall be responsible for the installments of regular Common Expenses assessments, or portions thereof, attributable to Lots for which a Certificate of Occupancy has been issued and for which they hold title during the time title is held. This includes that portion of same attributable to normal reserves for repair and replacement. However, the Declarant's obligation to contribute to the Association budget shall not at any time exceed its share of the amount necessary to set aside reasonable reserves and to pay for actually and reasonably incurred Common Expenses, nor shall it exceed the amount necessary to underwrite any cash deficit of the Association after payment of all assessments by the Owners.

Section 6.8 Capital Contribution. In addition to the assessments authorized herein, the Board shall levy upon each initial and subsequent Lot purchaser, other than the Declarant or a builder or developer who purchases a Lot solely for the purposes of constructing a dwelling thereon for resale, a nonrefundable capital contribution in an amount equal to one-quarter (1/4) of the annual Common Expense assessment, which capital contribution shall be used by the Association for working capital costs of the Association. The payment of such capital contribution shall be made on the date of conveyance of a Lot and shall be a condition precedent to closing of title to each Lot. The payment of the capital contribution shall not be credited against the future Common Expense assessments.

Section 6.9 Notice; Presumed Budget Increase; Emergencies. The Board shall give notice to each Owner, in writing, and to any Lender who requests same, of the amount estimated by the Board for Common Expenses for the management and operation of the Association for the next ensuing budget period, directed to the Owner at his last known address by ordinary mail, or by hand delivery. Said notice shall be conclusively presumed to have been delivered five (5) days after deposit in the United States mail with postage prepaid. Monthly or quarterly installments on assessments shall be due upon each installment payment date until changed by an amended assessment. In the event the annual Common Expense assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board, provided that nothing herein shall serve to prohibit or prevent the Board from imposing a lump sum assessment in the case of any immediate need or emergency which cannot be met by reserve funds earmarked for such contingency.

Section 6.10 Late Payment; Late Charges; Interest; Counsel Fees.

(a) If an Owner shall be in default in payment of an installment upon a Common Expense assessment, duly made by the Association, the Association may accelerate the time for payment of the annual assessment so that the entire annual assessment is immediately due and payable and/or may file a lien on such Lot, upon notice to the Owner. The amount of the lien shall be for the unpaid assessment (including the entire balance of the annual assessment if payment thereof is accelerated as provided herein), together with late fees and

interest thereon (at a rate, not to exceed the legal rate, as may be established by the Board, or if no rate is so established at twelve percent (12%) per annum) and reasonable attorneys' fees. Such lien shall be effective from and after the time of recording in the public records of the Hunterdon County Clerk's Office of a claim of lien stating the description of the Lot, the name of the Owner, the amount due and the date when due. Such claim of lien shall include only sums which are due and payable when the claim of lien is recorded and shall be signed and acknowledged by an officer or agent of the Association. Upon full payment of all sums secured by the lien, the party making payment shall be entitled to a reasonable satisfaction of lien for recording by such party at its own expense. All such liens shall be subordinate to any lien for past due and unpaid taxes, the lien of any previously duly recorded mortgage to which the Lot is subject and to any other lien recorded prior to the time of recording the claim of lien.

The Board at its option shall have the right, in connection with the collection of any Common Expense assessment, to impose a late charge of five percent (5%) of the gross amount due and/or to charge interest at the legal maximum rate permitted by law, or if no rate is established at twelve percent (12%), if such payment is made after its due date. In the event that the Board shall effectuate collection of said assessments or charges by resort to counsel, and/or the filing of a lien, the Board may add to the aforesaid assessments or charge such counsel fees, plus the reasonable costs for preparation of the lien, in addition to such other costs as may be allowable by law. The party making payment shall be entitled to a reasonable satisfaction of the lien for recordation at its own expense.

Section 6.11 Actions by or Against Association: Assessment of Expenses and Allocation of Awards.

(a) In the case of any action or proceeding brought or defended by the Association or the Board pursuant to the provisions of these Bylaws, the reasonable costs and expenses of preparation and litigation, including attorneys fees, shall be a Common Expense allocated to all Owners.

(b) Money judgments recovered by the Association in any action or proceeding brought hereunder, including costs, penalties or damages shall be deemed a special fund to be applied to (1) the payment of unpaid litigation expenses; (2) refunding to the Owners the cost and expenses of litigation advanced by them; (3) Common Expense assessments, if the recovery thereof was the purpose of the litigation; (4) repair or reconstruction of the Homeowner Common Areas and Facilities if recovery of damages to same was the motivation for the litigation; and (5) any amount not applied to (1), (2), (3) and (4) above shall at the discretion of the Board be treated either as (i) a common surplus which shall be allocated and distributed pursuant to the provisions of the Declaration or (ii) a set off against the Common Expense assessments generally.

(c) All Common Expense assessments received and to be received by the Board, for the purpose of paying any judgment obtained against the Association or the Board and the right to receive such funds, shall constitute trust funds and the same shall be expended first for such purpose before expending any part of the same for any other purpose.

(d) In the event that an Owner(s) succeeds in obtaining a judgment or order against the Association or the Board, then in addition to any other sums to which said Owner

would otherwise be entitled by such judgment or order, such Owner shall also be entitled to the restitution or recovery of any sums paid to the Board as Common Expense assessments for litigation expenses not provided for in the judgment or order in relation to said action or proceeding.

Section 6.12 Power of Attorney to Institutional Lender. In the event the Board shall not cause the enforcement procedures provided in Section 6.10 above to be implemented within the time provided, any Lender for any Lot as to which there shall be such unpaid Common Expense assessments is hereby irrevocably granted a power of attorney to commence such actions and to invoke such other remedies, all in the name of the Association. This power of attorney is expressly stipulated to be coupled with an interest in the subject matter.

Section 6.13 Annual Audit.

(a) The Board shall submit the books, records, and memoranda of the Association to an annual audit by a certified public accountant who shall audit the same and render a report thereon in writing to the Board and in summary form to the Owners and such Lenders or other persons, firms or corporations as may be entitled to same.

(b) While the Declarant maintains a majority of representation on the Board, the Board shall have an annual audit of Association funds prepared by a certified public accountant, a copy of which shall be delivered to each Owner within 90 days of the expiration of the fiscal year of the Association. The audit shall cover the operating budget and reserve accounts.

Section 6.14 Examination of Books. Each Owner shall be permitted to examine the books of account of the Association by appointment at a reasonable time on business days; provided, however, that the Treasurer has been given at least 5 days prior written notice of the Owner's desire to make such examination.

Section 6.15 Fidelity Bonds.

(a) Fidelity bonds shall be required by the Board for all persons handling or responsible for Association funds. The amount of such bonds shall be determined by the Board. The premium on such bonds shall be paid by the Association.

(b) While the Declarant maintains a majority of representation on the Board, it shall post a fidelity bond or other guarantee acceptable to the State of New Jersey, Department of Community Affairs, in an amount equal to the annual budget. For the second and succeeding years, the bond or other guarantee shall include accumulated reserves.

ARTICLE VII

Officers

Section 7.1 Designation. The Board shall elect officers of the Association in accordance with Section 7.2 herein. The principal officers of the Association shall be a



President, Vice President, Secretary and a Treasurer. The President and Vice President shall be members of the Board. The Board may create such other officers as it may deem necessary or desirable, including without limitation the offices of Assistant Secretary and Assistant Treasurer. Any two (2) offices, except that of President and Vice President, may be held by one (1) person.

Section 7.2 Election of Officers. The officers of the Association shall be elected annually by the Board at the first Board meeting following each annual meeting of the Members. The officers shall hold office at the pleasure of the Board.

Section 7.3 Resignation and Removal of Officers.

(a) Removal. An officer may be removed, either with or without cause, upon an affirmative vote of a majority of the entire Board. The successor to such office may be elected at any regular meeting of the Board, or at any special meeting of the Board called for such purpose.

(b) Resignation. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect as of the date of receipt of such notice or at any later time specified therein, and the acceptance of such shall not be necessary to make it effective.

Section 7.4 Vacancies. A vacancy of any office shall be filled by an appointment by the Board. The officer appointed to a vacancy shall serve for the remainder of the term of the officer so replaced.

Section 7.5 Duties and Responsibilities of Officers.

(a) President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board. He shall have all of the general powers and duties which are usually vested in the office of President of an association and of a corporation incorporated under New Jersey law, (including but not limited to, the power to appoint committees from among the Members as he may in his discretion decide are appropriate to assist in the conduct of the affairs of the Association.)

(b) 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 shall appoint some other Trustee to do so on an interim basis. The Vice-President shall also perform such other duties as shall from time to time be delegated to him by the Board.

(c) Secretary. The Secretary shall keep the minutes of all meetings of the Board and the minutes of all meetings of the Members of the Association; he shall have charge of such books and papers as the Board may direct, and in addition to those duties specifically assigned to him by these Bylaws, he shall, in general, perform all duties incident to the office of the Secretary of an association or a corporation incorporated under New Jersey law.

(d) Treasurer. The Treasurer shall have the responsibility for the custody of Association funds and securities and shall be responsible for keeping full and accurate



accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit of the Association in such depositories as may from time to time be authorized by the Board. Records of all receipts and expenditures shall be maintained by the Treasurer, by employees of the Association or by a manager under the general supervision of the Treasurer. The records shall include expenditures affecting the Common Areas and Facilities and Easement Areas, specifying and itemizing the maintenance, repair and replacement expenses of such Common Areas and Facilities and Easement Areas, and any other expenses incurred by the Association. Except for current books of account which may be maintained elsewhere, such records shall be available for examination as provided herein by Article VI, Section 6.14. In accordance with the actions of the Board in making assessments against the Owners, accurate records shall be maintained of such assessments and of the payment thereof by each person so assessed. The Treasurer and any other employee or agent handling funds shall, furnish a bond in accordance with Article VI, Section 6.15 of these Bylaws.

Section 7.6 Other Duties and Powers. The officers shall have such other duties, powers and responsibilities as shall, from time to time, be authorized by the Board.

Section 7.7 Eligibility of Trustees. Nothing herein contained shall prohibit a Trustee from being an officer.

## ARTICLE VIII

### Compensation, Indemnification and Exculpation

Section 8.1 Compensation. No compensation shall be paid to the President or the Vice-President or any Trustee, or committee member for acting as such officer, Trustee or committee member. The Secretary and/or Treasurer may be compensated for their services if the Board determines that such compensation is appropriate. Nothing herein stated shall prevent any officer or Trustee, or committee member from being reimbursed for out-of-pocket expenses or compensated for services rendered in any other capacity to or for the Association, provided, however, that any such expenses incurred or services rendered shall have been authorized in advance by the Board.

Section 8.2 Indemnification. Each Trustee, Officer or committee member of the Association, shall be indemnified by the Association against the actual amount of net loss including counsel fees, reasonably incurred by or imposed upon him in connection with any action, suit or proceeding to which he may be a party by reason of his being or having been a Trustee, officer or committee member of the Association, or delegee, except as to matters for which he shall be ultimately found in such action to be liable for gross negligence or willful misconduct. In the event of a settlement of any such case, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of gross negligence or willful misconduct. Nothing contained herein to the contrary shall serve to exculpate members of the Board of Trustees appointed by the Declarant from their fiduciary responsibilities.

Section 8.3 Exculpation. Unless acting in bad faith, neither the Board as a body nor any Trustee, officer, or committee member shall be personally liable to any Owner in any respect for any action or lack of action arising out of the execution of his office. Each Owner shall be bound by the good faith actions of the Board, officers and committee members of the Association, in the execution of the duties and powers of said Trustees, officers and committee members. Nothing contained herein shall be construed so as to exculpate Members of the Board of Trustees appointed by the Declarant from discharging their fiduciary responsibilities.

## ARTICLE IX

### Architectural Review Committee

Section 9.1 Composition. The Architectural Review Committee ("ARC") shall consist of at least three (3) persons and not more than five (5) persons. Until the last Lot is sold to an end user, i.e., not a conveyance to a builder or developer for use in its trade or business, at least a majority of the members of the ARC shall be composed of the Declarant's representatives, and the Board shall appoint the remainder of the members of the ARC. After the last Lot is sold to an end user, a majority of the members of the Architectural Review Committee shall be members of the Association. Professional persons such as architects, or other consultants may serve on the committee. The Architectural Review Committee members (other than the Declarant's representatives) serve at the pleasure of the Board and may be removed, either with or without cause, upon an affirmative vote of a majority of the Board's full authorized membership. The Declarant's representatives on the ARC may be removed, with or without cause, only by Declarant.

Section 9.2 Appointment. The Board shall appoint the members of the Architectural Review Committee other than the Declarant's representatives (who shall be appointed by the Declarant in accordance with the provisions of Section 9.1 of this Article IX). Each member of the committee shall serve for a one (1) year term. If a vacancy occurs on the Committee, the Board shall appoint a new member to the Architectural Review Committee to serve for the remainder of the unexpired term.

Section 9.3 The Architectural Review Committee shall:

- (a) Consider and act upon any and all proposals for building or site plans submitted to it pursuant to the terms of the Declaration, the Bylaws or other standards promulgated by the Board; and
- (b) Ascertain that any improvements constructed on the Property, by anyone other than the Declarant, its successors or assigns, conform to plans previously approved by the Architectural Review Committee; and
- (c) Subject to Section 9.5, adopt and enforce Architectural Review Committee rules and regulations, including the power to levy fines for violations thereof; and
- (d) Enforce the provisions of Article XI of the Declaration and this Article IX of the Bylaws, or recommend to the Board or Covenants Committee the enforcement of the

provisions of Article XI of the Declaration and of this Article IX of the Bylaws. Such power of enforcement, as vested in the Architectural Review Committee, shall include all powers of enforcement vested in the Board by Article XI of these Bylaws including but not limited to the powers to levy fines as set forth therein: and

(e) Carry out all other duties imposed upon it by these Bylaws, the Declaration, other standards promulgated by the Board, or delegated to it by the Board.

#### Section 9.4 Meetings and Procedures.

(a) The Architectural Review Committee shall meet from time to time as necessary to perform its duties hereunder. The vote of a majority of the members of the Architectural Review Committee, or the unanimous written consent of said members, at a meeting or otherwise, shall constitute an action of the Committee. The Committee shall keep and maintain a written record of all actions taken by it at such meetings or otherwise.

(b) Any person desiring to take any action requiring the approval of the Architectural Review Committee, pursuant to Article XI of the Declaration and this Article IX of the Bylaws, shall submit two (2) complete sets of plans and specifications, in the form specified by the Committee and such other information required by the Declaration and as the Committee may request. The applicant shall also submit any fees for the processing of such applications that may be set by the Board. All approvals or disapprovals by the Architectural Review Committee shall be in writing and shall be delivered to the Board and the applicant. Any such submission not approved or disapproved in writing within thirty (30) days after submission shall be deemed to have been approved.

Section 9.5 Rules and Regulations. The Board may, as it deems appropriate, adopt, approve, disapprove or modify, by a majority vote or written consent of its members, rules and regulations and a Design Criteria and Guidelines Manual to be used by the Architectural Review Committee in its review process.

Section 9.6 Limitations. In no event shall the Architectural Review Committee have any power to approve any variance of the covenants and restrictions set forth in the Declaration. The Architectural Review Committee may, however, authorize variances from compliance with any of its guidelines or procedures in accordance with Article XI, Section 11.4 of the Declaration. The Architectural Review Committee shall not unreasonably withhold or delay approval of the maintenance or reconstruction of Lots or improvements thereon substantially in accordance with their appearance before the casualty or damage necessitating such maintenance or reconstruction, or of improvements or alterations designed to render Lots and improvements thereon reasonably accessible to handicapped persons. Nothing herein shall be construed to prohibit the reasonable adaptation of any building on any Lot for use by handicapped persons. In accordance with the Declaration, the Declarant, its successors and assigns and the Country Club shall be exempt from all requirements and approvals of the Architectural Review Committee or the Board if it acts in lieu of the Architectural Review Committee. In addition, no such requirement or approval shall apply to any building plans of a builder, Owner, prospective Owner or contract purchaser of an unimproved or partially improved Lot, if such plans have been approved in writing by the Declarant.

Section 9.7 Waiver. The approval by the Architectural Review Committee of any plans, drawings, or specifications for any work done or proposed or for any other matter requiring the approval of the Architectural Review Committee under these Bylaws, shall not be deemed to constitute a waiver of any right to withhold approval of any similar plan, drawing, specification or matter subsequently submitted for approval.

Section 9.8 Enforcement. The Architectural Review Committee may recommend to the Board that the Declarant or the Board or Covenants Committee take appropriate action to prevent or remove any unauthorized or unapproved construction or improvements on any portions of the Property.

Section 9.9 Appeals to Board. Subject to and in accordance with the provisions of Article XI, Section 11.6 of the Declaration, the Board shall have the power to serve as a board of appeal for aggrieved parties from decisions of the Architectural Review Committee and may adopt such procedures as it deems necessary for the exercise of the powers granted herein. Any action, ruling or decision of the Architectural Review Committee may be affirmed, modified or reversed by a vote of the majority of the full authorized membership of the Board.

Section 9.10 Estoppel Certificate. When the Architectural Review Committee has approved certain improvements to a Lot in accordance with Section 11.4 of Article XI of the Declaration and thereafter the Owner has started or has caused those improvements to be started, then upon twenty (20) days written demand of the Architectural Review Committee by the Board or any Member, and upon payment of such reasonable fee as may, from time to time, be fixed by the Board, such Committee shall provide an estoppel certificate, executed by one (1) of its members, certifying with respect to any Lot that as of the date thereof, either (i) the Committee has no objection to any improvements and other work made or done thereon or therein; or (ii) such improvements and/or work do not so comply with the Declaration, these Bylaws or Committee rules, in which event the certificate shall also (1) identify the non-complying improvements and/or work and (2) set forth with reasonable particularity the cause or causes for such non-compliance. Any purchaser, mortgagee or other encumbrancer receiving such a certificate shall be entitled to rely on such certificate with respect to the matters therein set forth, such matters being conclusive as between the Board and any such purchaser, mortgagee or other encumbrancer.

## ARTICLE X

### Covenants Committee

Section 10.1 Purpose. The Board may establish a Covenants Committee, consisting of three persons appointed by the Board, each to serve for a term of one (1) year. The Covenants Committee shall carry out its activities in a manner designed to:

- (a) enhance visual harmony and soundness of repair;
- (b) avoid activities deleterious to the aesthetic or property values of the Development;

- (c) further the comfort of the Owners, their guests, invitees and tenants, and
- (d) promote the general welfare and safety of the residents of the Development.

Section 10.2 Powers. The Covenants Committee may regulate the external design, appearance, use and maintenance of the Common Areas and Facilities in accordance with the guidelines contained in these Bylaws or standards that may be adopted by the Board. The Covenants Committee may have the power to issue a cease and desist order to a Owner, his guests, invitees, or lessees whose actions are inconsistent with the provisions of the Declaration, the Bylaws, the Rules and Regulations or Resolutions of the Board (upon petition of any Owner or upon its own motion). The Covenants Committee may from time to time, as required, provide interpretations of the Declaration, Certificate of Incorporation and Bylaws, Rules and Regulations and Resolutions pursuant to the intent, provisions and qualifications thereof when requested to do so by a Owner or the Board. Any action, ruling or decision of the Covenants Committee may be appealed to the Board by any party deemed by the Board to have standing as an aggrieved party and a vote of a majority of the full authorized Membership of the Board may modify or reverse any such action, ruling or decision.

Section 10.3 Authority. The Covenants Committee shall have such duties, power and authority as the Board may from time to time provide by Resolution including the right to impose fines or take other enforcement actions pursuant to Article XI hereof. The Board may relieve the Covenants Committee of any of its duties, power and authority either generally or on a case by case basis by vote of a majority of the full authorized membership of the Board of Trustees. The Covenants Committee members serve at the pleasure of the Board of Trustees and may be removed, either with or without cause, upon an affirmative vote of a majority of the Board's full authorized membership. The Covenants Committee shall carry out its duties and exercise its powers and authority in the manner provided for in the Rules and Regulations or by Resolution of the Board. No action may be taken by the Covenants Committee without giving the Owner(s) involved at least ten (10) days prior written notice and affording him the opportunity to be heard, with or without counsel, and the right to cross-examine witnesses, with respect to the violation(s) asserted. The Declarant, its successors and assigns, and the Country Club shall be exempt from all requirements and for approvals of the Covenants Committee or the Board if it acts in lieu of the Covenants Committee.

## ARTICLE XI

### Enforcement

Section 11.1 Enforcement. The Board shall have the power, at its sole option, to enforce the terms of this instrument or any Rule or Regulation promulgated pursuant thereto, by any or all of the following: self-help; sending notice to the offending party to cause certain things to be done or undone; restoring the Association to its original position and charging the breaching party with the entire cost or any part thereof; a complaint to the duly constituted authorities; or by taking any other action, summary or otherwise, before any court, as may be provided by law.

Section 11.2 Fines. The Board shall also have the power to levy fines against any Owner(s) for violation(s) of any Rule or Regulation of the Association or for any covenants or restrictions contained in the Declaration or Bylaws. Each day a violation continues after notice it shall be considered a separate violation. Collection of the fines may be enforced against any Owner(s) involved as if the fine were a Common Expense owed by the particular Owner(s). Before any fine is imposed by the Board, the Owner(s) involved shall be given at least ten (10) days prior written notice and afforded an opportunity to be heard, with or without counsel, with respect to the violation(s) asserted.

Section 11.3 Waiver. No restriction, condition, obligation or covenant contained in these Bylaws shall be deemed to have been abrogated irrespective of the number of violations or breaches thereof which may occur.

## ARTICLE XII

### Dissolution

The Association shall not be dissolved and shall not dispose of any Homeowner Common Areas and Facilities or Country Club Areas and Facilities by sale or otherwise (except as otherwise expressly provided for in the Declaration or these Bylaws) except to an organization established to own and maintain the Homeowner Common Areas and Facilities for the benefit of the Owners, or established to own the Country Club Areas and Facilities and thereafter such organization shall not be dissolved and shall not dispose of any of the Homeowner Common Areas and Facilities or Country Club Areas and Facilities without first offering to dedicate said Common Areas and Facilities to Readington Township. Any disposition of the Homeowner Common Areas and Facilities or Country Club Areas and Facilities pursuant to this Article XII and Article XVIII of the Declaration shall be subject to the requirement that the Homeowner Common Areas and Facilities and Country Club Areas and Facilities will be retained and maintained in accordance with the Declaration and these Bylaws, all of which shall be in accordance with the land use approvals granted by the Readington Township Planning Board, as they may be amended.

## ARTICLE XIII

### Amendments

#### Section 13.1 Method.

(a) Subject to the restrictions in Section 4.15 of Article IV hereof and Section 6.7 of Article VI hereof, these Bylaws, or any of them, may be altered, amended or repealed, or new Bylaws may be made at any Association meeting upon which previous notice to amend, alter or repeal has been given to Owners. These Bylaws may be amended with an affirmative vote in person or by proxy of a majority of Members in good standing. No amendment of these Bylaws shall be effective until recorded in the Hunterdon County Clerk's Office.

(b) Unless otherwise specified by the affirmative vote of a majority of the Board, or by the affirmative vote of the majority of the Members, Amendments shall become effective five (5) days after adoption.

Section 13.2 Special Amendments By Declarant. The Declarant, by its own action, without the approval of the Board or Members, shall have the right to amend these Bylaws for any purpose for which it is empowered to do so pursuant to the Declaration.

Section 13.3 Declarant Voting. The Declarant shall not be permitted to cast any votes held by it for unsold Lots, parcels, or interests for the purpose of amending the Bylaws (or the Declaration or any other document) for the purpose of changing the permitted use of a Lot, parcel, or interest, or for the purpose of reducing the Homeowner Common Areas or Facilities.

#### ARTICLE XIV

##### Conflict; Invalidity

Section 14.1 Conflict. If any provision of these Bylaws is in conflict with or in contradiction of the Declaration of Covenants, Easements and Restrictions, the Certificate of Incorporation or with the requirements of any law, then the requirements of said Declaration, Certificate of Incorporation or law shall be deemed controlling, in that order.

Section 14.2 Invalidity. The provisions hereof shall be deemed independent and severable, and the invalidity, partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision or portion thereof unless such deletion shall destroy the uniform plan for development and operation of the Property.

#### ARTICLE XV

##### Notice

In addition to other provisions of these Bylaws, any notice required to be sent to any Owner under the provisions of the Declaration or Certificate of Incorporation or these Bylaws shall be deemed to have been properly sent and notice thereby given, when mailed, by regular post with postage prepaid, addressed to the Owner at the last known post office address of the person who appears as a Member on the records of the Association at the time of such mailing. Notice to one or two or more co-owners of a Lot shall constitute notice to all co-owners. It shall be the obligation of every Owner to immediately notify the Secretary of the Association, in writing, of any change of address. Except if an address other than the Lot has been given by the Owner, valid notice may also be given to Owners by (i) personal delivery to any occupants of said Lot over 14 years of age or (ii) by affixing said notice to or sliding same under the front door of the house on said Lot.

## ARTICLE XVI

### Certain Specific Contracts.

Section 16.1 Validity of Contracts with Members of the Board. No contract or other transaction between the Association and one or more of the members of the Board or between the Association and any corporation, firm or association, including Declarant, in which one or more of the members of the Board are directors, trustees, officers or employees, or are financially interested shall be void or voidable because such member or committee thereof which authorized or approved the contract or transaction or because his or their votes are counted, if the circumstances specified in either of the following subparagraphs exist:

(a) The fact that a member of the Board is also such a director, trustee, officer or employee, or has such financial interest is disclosed or known to the Board or committee and is noted in the minutes, and the Board or committee authorizes, approves or ratifies the contract or transaction in good faith by a vote sufficient for the purpose without counting the vote or votes of such member or members of the Board; or

(b) The contract or transaction is commercially reasonable to the Association at the time it is authorized, approved or ratified.

Section 16.2 Inclusion of Interested Board Members in Quorum. Members of the Board holding such director, trustee, officer or employee, or position or having such financial interest in another corporation, firm or association may be counted in determining the presence of a quorum at a meeting of the Board or a committee thereof which authorizes, approves or ratifies a contract or transaction of the type described in Section 16.1 hereof.

## ARTICLE XVII

### Headings

The headings introducing the text of the several sections of these Bylaws are solely for convenience of reference and shall not constitute a part of these Bylaws or affect their meaning in any way.

## ARTICLE XVIII

### Corporate Seal

The Association shall have a seal in circular form having within its circumference "Stanton Ridge Homeowners Association, Incorporated, New Jersey, 1993."



**STANTON RIDGE HOMEOWNERS ASSOCIATION, INC.**

**CERTIFICATE OF INCORPORATION**

In compliance with the requirements of Title 15A, of the New Jersey Statutes Annotated, the undersigned, who is of full age, has this day voluntarily agreed to act as the incorporator for the purpose of forming a corporation not for profit, and does hereby certify:

**ARTICLE I**

**Name of Corporation**

The name of the corporation is Stanton Ridge Homeowners Association, Inc., a New Jersey nonprofit corporation, hereinafter called the "Association".

**ARTICLE II**

**Principal Office**

The principal office of the Association is c/o Edge Ventures, Amwell Road, P.O. Box 399, Belle Mead, New Jersey 08502.

**ARTICLE III**

**Registered Agent**

Richard Schatzman, Esquire, whose address is 228 Alexander Street, P.O. Box 2329, Princeton, New Jersey 08543-2329 is hereby appointed the initial registered agent of the Association.

**ARTICLE IV**

**Purpose and Powers of the Association**

The Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for the maintenance, preservation and control of the Homeowner Common Areas and Facilities of that certain tract of property

Prepared by: \_\_\_\_\_  
Richard Schatzman, Esq.

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**EXHIBIT 11**

subjected to the "Declaration of Covenants, Easements and Restrictions for the Stanton Ridge Development, Readington Township, Hunterdon County, New Jersey" (the "Declaration"), and any supplements or amendments thereto recorded or to be recorded in the Office of the Clerk of Hunterdon County, and to promote the health, safety and welfare of the residents within the property described therein and for these additional purposes:

- (a) To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Bylaws for said Association, as same may be amended from time to time;
- (b) To fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of said Declaration and the Bylaws of the Association;
- (c) To pay all expenses in connection with the operation of the Association, including, without limitation, expenses incident to the conduct of the business of the Association, and all licenses, taxes or governmental charges levied or imposed against the property of the Association;
- (d) To acquire (by gift, purchase, or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose, of real or personal property in connection with the affairs of the Association, including owning, maintaining, repairing, replacing and operating the Common Areas and Facilities;
- (e) To borrow money to mortgage, pledge, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred; and

- (f) To accomplish the purposes of a homeowners organization, including, but not limited to, the performance of the following acts and services on a not-for-profit basis:
- (i) the supervision, care, operation, maintenance, renewal and protection of the Homeowner Common Areas and Facilities and Areas of Common Responsibility as described in the Declaration, as well as any other property, real or personal, which is or becomes its responsibility, including purchasing appropriate insurance;
  - (ii) The preparation, annually or otherwise, for the residents or Owners, of estimates of the costs and expenses of rendering such services and performing such acts and the apportionment and assessment and collection of such estimated costs and expenses among and from the owners or residents obligated to assume or bear the same;
  - (iii) To make, promulgate and, on behalf of said owners or residents, enforce compliance with such rules and regulations as may be reasonably necessary or proper from time to time, with respect to the proper maintenance, safe occupancy, reasonable use and enjoyment of the Common Areas and Facilities;
  - (iv) To perform all such other and additional services and acts as are usually performed by managers or managing agents of real estate developments, including without limitation keeping or causing to be kept appropriate books and accounts, and retaining counsel, auditors and accountants, appraisers and other persons or services as may be necessary for or incidental to any of the foregoing purposes;
  - (v) To reconstruct improvements of the Common Areas and Facilities after casualty loss and to further improve the Common Areas and Facilities;
  - (vi) To enforce by legal means the provisions of the Declaration, this Certificate of Incorporation, the Bylaws of the Association and the Rules and Regulations;
  - (vii) To contract for the management of the Common Areas and Facilities and to delegate to such contractor-manager such powers and duties as the Association may determine; and

- (viii) To employ personnel to perform the services required for proper operation of the Association.
- (f) To do and perform or cause to be performed all such other acts and services as may be necessary, suitable or incidental to any of the foregoing purposes, to the fullest extent permitted by law, and to own fee simple title to any real estate for the purposes aforesaid.
- (g) To have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of New Jersey by law may now or hereafter have or exercise.

## ARTICLE V

### Board of Trustees

The affairs of the Association shall be managed by a Board of Trustees. The initial Board of Trustees shall be composed of four (4) persons who need not be members of the Association. The number of Trustees may be changed pursuant to the Bylaws of the Association. The names and addresses of the persons who are to act in the capacity of Trustees until the selection of their successors are:

<u>Name</u>	<u>Address</u>
Neil I. Van Cleef	River Road Belle Mead, New Jersey 08502
Edward H. Vogel	148 Rockaway Road Lebanon, New Jersey 08833
Kevin Lee	21 Davenport Drive Cranbury, New Jersey 08512
Barbara Van Cleef	River Road Belle Mead, New Jersey 08502

The method of electing Trustees shall be set forth in the Bylaws of the Association.

## **ARTICLE VI**

### **Members**

Every person, firm, association, corporation or other legal entity who is a record owner or co-owner of the fee simple title to any Lot shall be a Member of the Association; provided however, that any person, firm, association, corporation, or legal entity who holds such title or interest merely as security for the performance of an obligation (including but not limited to mortgagees or trustees under deeds of trust) shall not be a Member of the Association.

## **ARTICLE VII**

### **Distribution of Assets**

Upon dissolution, the assets of the Association shall be distributed as set forth in the Bylaws of the Association.

## **ARTICLE VIII**

### **Duration**

The Association shall exist perpetually.

## **ARTICLE IX**

### **Amendments**

Amendment of this Certificate shall require the assent of sixty-seven percent of the Members of the Association.

IN WITNESS WHEREOF, for the purposes of forming this non-profit corporation under the laws of the State of New Jersey, the undersigned, the incorporator of this Association, has executed this Certificate of Incorporation this                      day of                      , 1993.

\_\_\_\_\_  
Richard Schatzman

STATE OF NEW JERSEY     )  
  ss:  
COUNTY OF MERCER     )

BE IT REMEMBERED, that on this                    day of                    , 1993, before me, the subscriber, an attorney at law of the State of New Jersey, personally appeared RICHARD SCHATZMAN, who, I am satisfied is the person named in and who executed the within Instrument, and thereupon acknowledged that he signed, sealed and delivered the same as his act and deed, for the uses and purposes therein expressed.

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**CERTIFICATE OF INCORPORATION**  
**OF**  
**STANTON RIDGE GOLF AND COUNTRY CLUB, INC.**

The undersigned, Neil I. Van Cleef, a natural person of age eighteen or older for the purpose of forming a nonprofit corporation pursuant to the provisions of the New Jersey Nonprofit Corporation Act, executes the following Certificate of Incorporation:

**ARTICLE 1 NAME**

- 1.1 The name of the corporation is Stanton Ridge Golf and Country Club, Inc.

**ARTICLE 2 PURPOSES**

2.1 The corporation is organized to lease from and hire from a certain Stanton Golf Properties, a New Jersey general partnership of a certain 18 hole golf course and other recreational facilities located in the Township of Readington, County of Hunterdon, and State of New Jersey contiguous to the Stanton Ridge Development located in said township as more fully set forth in a certain Declaration of Covenants, Easements and Restrictions for the Stanton Ridge Development - Readington Township, Hunterdon County, New Jersey made by Stanton Properties II, a New Jersey general partnership and is set forth in a certain lease agreement concerning said golf course and recreational facilities between Stanton Golf Properties, and this corporation.

**ARTICLE 3 MEMBERS**

- 3.1 The corporation will not have members.

Prepared by: \_\_\_\_\_  
Richard Schatzman, Esq.

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**EXHIBIT 12**

#### **ARTICLE 4 REGISTERED OFFICE AND AGENT**

4.1 The address of the corporation's initial registered office is 228 Alexander Street, (P.O. Box 2329), Princeton, New Jersey 08543-2329 and the name of the registered agent at that address is Richard Schatzman.

#### **ARTICLE 5 TRUSTEES**

##### **Number of Trustees**

5.1 The number of trustees constituting the first board is three (3). The names and addresses of the trustees of the first board are:

<u>Name</u>	<u>Address</u>
Neil I. Van Cleef	River Road Belle Mead, New Jersey 08502
Edward H. Vogel	148 Rockaway Road Lebanon, New Jersey 08833
Kevin Lee	21 Davenport Drive Cranbury, New Jersey 08512

The number of trustees of all future boards shall be three, except as provided for in the Bylaws.

5.2 The method of electing the trustees will be set forth in the Bylaws.

#### **ARTICLE 6 LIMITATION OF LIABILITY OF TRUSTEES AND OFFICERS**

6.1 No trustee or officer shall be personally liable to the corporation for breach of any duty owed to the corporation.

#### **ARTICLE 7 INDEMNIFICATION OF CORPORATE AGENT**

7.1 The corporation shall indemnify every corporate agent as defined in, and to the full extent permitted by, N.J.S.A. 15A:3-4, and to the full extent otherwise permitted by law.



## **ARTICLE 8 INCORPORATOR**

8.1 The name and address of the incorporator is Neil I. Van Cleef, River Road, Belle Mead, New Jersey 08502.

## **ARTICLE 9 LIMITATION ON COMPENSATION FOR TRUSTEES AND OFFICERS**

9.1 No trustee or officer of the corporation will as such receive or become entitled to receive at any time any part of the net earnings or other net income of the corporation, nor will any part of the net earnings of the corporation inure to the benefit of any person, except as reasonable compensation for services rendered and reimbursements for expenses incurred in conducting its affairs and carrying out its purposes, nor will the corporation carry on propaganda or otherwise attempt to influence legislation, nor will the corporation participate or intervene in any political campaign on behalf of any candidate for public office.

## **ARTICLE 10 DISTRIBUTION OF INCOME AND LIMITATIONS ON FINANCIAL DEALINGS**

### **Annual Distribution of Income**

10.1 The corporation will distribute its income for each taxable year at such time and in such manner as not to become subject to the tax on undistributed income imposed by Section 4942 of the Internal Revenue Code, or corresponding provisions of any subsequent federal tax laws.

### **Self-Dealing**

10.2 The corporation will not engage in any act of self-dealing as defined in Section 4941(d) of the Internal Revenue Code of 1986 or corresponding provisions of any subsequent federal tax laws.

### **Excess Business Holdings**

10.3 The corporation will not retain any excess business holdings as defined in Section 4943(c) of the Internal Revenue Code, or corresponding provisions of any subsequent federal tax laws.

### **Taxable Investments**

10.4 The corporation shall not make any investments in such manner as to subject it to tax under Section 4944 of the Internal Revenue Code, or corresponding provisions of any subsequent federal tax laws.

### **Taxable Expenditures**

10.5 The corporation shall not make taxable expenditures as defined in Section 4945(d) of the Internal Revenue Code, or corresponding provisions of any subsequent federal tax laws.

## **ARTICLE 11 METHOD OF DISTRIBUTION OF ASSETS ON DISSOLUTION**

11.1 The method of distribution of assets on dissolution will be set forth in the Bylaws. On dissolution, after payment of all debts, no part of the remaining assets may be distributed to any trustee, or officer of the corporation, but the remaining assets will be distributed as the Bylaws may direct in accordance with law. However, in any event, the remaining assets must be distributed to another organization exempt under the provisions of Section 501(c)(3) of the Internal Revenue Code, or to the United States, or to a state or local government.

IN WITNESS WHEREOF, the undersigned, as the incorporator of the corporation named above has signed this Certificate of Incorporation on \_\_\_\_\_, 1993.

\_\_\_\_\_  
Neil I. Van Cleef

STATE OF NEW JERSEY    )  
  ss:  
COUNTY OF MERCER        )

BE IT REMEMBERED, that on this                day of                               , 1993, before me, the subscriber, an attorney at law of the State of New Jersey, personally appeared NEIL I. VAN CLEEF, who, I am satisfied is the person named in and who executed the within Instrument, and thereupon acknowledges that he signed, sealed and delivered the same as his act and deed, for the uses and purposes therein expressed.

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**BYLAWS**  
**OF**  
**STANTON RIDGE GOLF AND COUNTRY CLUB, INC.**

**Board of Trustees**

1. The activities of the corporation shall be managed by the board which shall consist of three (3) trustees (the "board").

The terms and the qualifications of the trustees shall be as follows: each trustee must be a partner of a certain New Jersey general partnership known as Stanton Golf Properties or a stockholder or partner of an entity which is a partner of said Stanton Golf Properties which partnership developed a certain 18 hole golf course and other recreational facilities contiguous to the Stanton Ridge Development, located in the Township of Readington, County of Hunterdon, State of New Jersey and each trustee shall be a partner or a partner or stockholder of an entity which is a partner of said Stanton Golf Properties. The Board of Trustees shall elect such trustees yearly at a meeting called for such purpose. Upon the termination of any trustee's status as a partner in the said Stanton Golf Properties or a stockholder or partner of an entity which is a partner of Stanton Golf Properties, then and in that event, he can no longer be a trustee of this corporation, and the remaining Trustees shall elect a new Trustee to fill such vacancy, subject to having the same qualifications as aforesaid.

If, in fact, more partners are admitted to the partnership known as Stanton Golf Properties, then in that event the Certificate of Incorporation and these Bylaws will be so amended so as to make the number of trustees at least correspond to the number of partners or entities in the partnership known as Stanton Golf Properties with the Board having at least

three Trustees. Because of the aforesaid qualifications of each of the trustees herein, there will be no need for any nominating committee for this corporation.

#### **Annual Meeting of Trustees**

2. The annual meeting of the board of trustees for any business that may come before the meeting shall be held on January 15th of each year. The meeting shall be held at the office of Edge Ventures, located in Hillsborough Township, Somerset County, New Jersey on Amwell Road, or another time and place as shall be agreed to by the Board. At the annual meeting of said board, the board will elect officers and take any other action that may come before the meeting. The board may provide for additional regular meetings of the board.

#### **Special Meetings of the Board**

3. Special meetings of the trustees for any purpose or purposes may be called at any time by the president or by any one trustee. Special meetings of the board of trustees shall be held upon not less than two days' notice given personally or by telephone or telegraph, or upon not less than four days' notice given by depositing a notice in the United States mails, postage prepaid. The notice shall specify the time and the place of the meeting.

#### **Waivers of Notice of Board Meetings and Adjournments**

4. Notice of a meeting need not be given to any trustee who signs a waiver of notice before or after the meeting or who attends the meeting without protesting, prior to the conclusion of the meeting, the lack of notice to that trustee of the meeting. Neither the business to be transacted at, nor the purpose of, any meeting of the board need be specified in the notice or waiver of the notice of the meeting. Notice of an adjourned meeting need not be given if the time and place are fixed at the meeting adjourning and if the period of adjournment does not exceed ten days in any one adjournment.

### **Action Without Meeting**

5. The board (or any committee of the board) may act without a meeting if, prior or subsequent to the action, each trustee (or committee member) shall consent in writing to the action. The written consent or consents shall be filed with the minutes of the meeting.

### **Meeting by Telephone**

6. The board (or a committee of the board) may participate in a meeting of the board (or a committee), by means of a telephone conference call or any other means of communication by which all persons participating in the meeting are able to hear each other.

### **Quorum**

7. A majority of the trustees shall constitute a quorum for the transaction of business. The act of the majority of the trustees at a meeting at which a quorum is present shall be the act of the meeting except that the act of a majority of the entire board shall be required with respect to any amendment to these bylaws or the certificate of incorporation, or the making of any grant or distribution of funds.

### **Committees of the Board**

8. The board, by resolution approved by a majority of the entire board, may appoint from among the trustees one or more committees, of one or more members, each of which, to the extent provided in the resolution, shall have and may exercise the authority of the board. However, no committee can take the following actions:

- (1) Make, alter, or repeal any bylaws of the corporation;
- (2) Elect or appoint any officer or trustee, or remove any officer or trustee;
- (3) Make any grants or distributions of funds; or
- (4) Amend or repeal any resolution previously adopted by the board.

The board, by resolution adopted by a majority of the entire board, may take the following actions:

- (1) Fill any vacancy in a committee;
- (2) Appoint one or more persons to serve as alternate members of any committee, to act in the absence or disability of members of any committee with all the powers of the absent or disabled members of a committee;
- (3) Abolish any committee at its pleasure; or
- (4) Remove any members of a committee at any time, with or without cause.

A majority of each committee shall constitute a quorum for the transaction of business and the act of the majority of the committee members present at a meeting at which a quorum is present shall be the act of that committee.

Each committee shall appoint from among its members a chairperson unless the resolution of the board establishing a committee designates the chairperson. A vacancy in the position of chairperson shall be filled in the manner of the original appointment.

Actions taken at a meeting of any committee shall be kept in a record of its proceedings. This record shall be reported to the board at its next meeting following the committee meeting, except that when the meeting of the board is held within two days after the committee meeting, the report shall be made to the board at its second meeting, if not made at the first meeting.

#### **Compensation**

9. Neither trustees or officers shall receive any fee, salary, or remuneration of any kind for their services as trustees and/or officers, provided, however, that trustees and officers may be reimbursed for reasonable expenses incurred with approval of the board upon presentation of vouchers.

## Officers

10. At its annual meeting, the board shall elect a president, a vice president, a treasurer, a secretary, and other officers as it shall deem necessary. The board, by resolution adopted by a majority of the entire board, may remove any officers, with or without cause.

The president and any other officers shall be trustees. The position of any two or more officers may be held by the same person; however, no officer shall execute, acknowledge, or verify any instrument in more than one capacity if the instrument is required by law or by these bylaws to be executed, acknowledged, or verified by two or more officers.

The duties and authority of the officers shall be determined from time to time by the board. Subject to any such determination, the officers shall have the following duties and authority:

- (1) The president shall be chief executive officer of the corporation, and shall have general charge and supervision over and responsibility for the affairs of the corporation, and shall preside at all meetings of the board. Unless otherwise directed by the board, all other officers shall be subject to the authority and the supervision of the president. The president may enter into and execute in the name of the corporation contracts or other instruments not in the regular course of business which are authorized, either generally or specifically, by the board. The president shall have the general powers and duties of management usually vested in the office of president of a corporation. From time to time the president may delegate to any other officer any or all of these duties and authority.
- (2) The vice president, if elected, shall have duties and possess the authority as may be delegated to the vice president by the president.
- (3) The treasurer shall have the custody of the funds and securities of the corporation and shall keep or cause to be kept regular books of account for the corporation. The treasurer shall perform other duties and possess other powers that are incident to the office or that shall be assigned by the president or the board.
- (4) Assistant treasurers, if elected, shall have duties and possess authority as may be delegated to them by the treasurer.
- (5) The secretary shall cause notices of all meetings to be served as prescribed in these bylaws and shall keep or cause to be kept the minutes of all meetings of the board. The secretary shall have charge of the seal of the corporation and



shall perform other duties and possess powers as are incident to the office or as shall be assigned by the president or the board.

- (6) Assistant secretaries, if elected, shall have duties and possess authority as may be delegated to them by the secretary.

#### **Force and Effect of Bylaws**

11. These bylaws are subject to the provisions of the New Jersey Nonprofit Corporation Act (the "Act"), and the certificate of incorporation of this corporation, as it may be amended from time to time. If any provision in these bylaws is inconsistent with a provision of the Act or the certificate of incorporation, the provision of the Act or the certificate of incorporation shall govern to the extent of the inconsistency.

#### **Amendment of Bylaws**

12. These bylaws may be altered, amended, or repealed by the board of trustees. Written notice of any bylaw change to be voted on by the board shall be given not less than ten days prior to the meeting at which the change shall be proposed.

#### **Execution of Contracts**

13. The board of trustees may authorize any person to enter into any contract or execute any instrument in the name of and on behalf of the corporation. Authorization may be general or specific. This would include the authorization of a manager to enter into any such contract or execute any such instrument.

DEED

This Deed is made on

, 19

BETWEEN STANTON PROPERTIES II,  
a New Jersey general partnership  
c/o Edge Ventures  
Amwell Road, P.O. Box 399  
Belle Mead, New Jersey 08502

("Grantor").

AND

whose address is

("Grantee").

TRANSFER OF OWNERSHIP. Grantor grants, conveys and transfers ownership of the property ("Property") described below to the Grantee. This transfer is made for the sum of

DOLLARS.

Grantor acknowledges receipt of this money.

TAX MAP REFERENCE. (N.J.S.A. 46:15-2.1) Tax and Assessment  
Map of Readington Township Block No. , Lot No.

PROPERTY. The Property consists of the land and all the buildings and structures on certain land in the Township of Readington, County of Hunterdon and State of New Jersey. The legal description is:

LOT , in BLOCK as shown on a certain map entitled, "Final Plat - Stanton Ridge - Section 1" prepared by Van Cleef Engineering Associates, which map was duly filed in the Hunterdon County Clerk's Office on , 1993 as Map #

ALSO BEING COMMONLY KNOWN AS

THE PROPERTY IS ALSO DESCRIBED in a survey dated , 19 prepared by Van Cleef Engineering Associates.

BEING part of the same premises conveyed to Grantor herein by deed from Neil I. Van Cleef and Edward H. Vogel, partners, trading as Stanton Properties, dated April 2, 1992 and recorded in the Hunterdon County Clerk's Office on April 7, 1992 in Deed Book 1070, pages 67&c.

BEING ALSO SUBJECT to easements, zoning requirements, existing and unexpired covenants, conditions and restrictions of record, including, without limitation, the following:

- (a) All ordinances and regulations of municipal, state and other governmental authorities;

Prepared by:

Richard Schatzman  
An Attorney at Law  
State of New Jersey

EXHIBIT 14

- (b) All utility easements of record, if any, granted or to be granted pertaining to the Property or Common Property;
- (c) Covenants, conditions, restrictions and easements included with the Declaration of Covenants, Easements and Restrictions for the Stanton Ridge Development ("Declaration") Readington Township, Hunterdon County, New Jersey dated \_\_\_\_\_ and recorded in the Hunterdon County Clerk's Office on \_\_\_\_\_, in Deed Book \_\_\_\_\_, at pages \_\_\_\_\_ &c. and the Bylaws of the Stanton Ridge Homeowners Association, Inc. ("Association") together with any amendments to any of the foregoing which hereafter may be lawfully adopted.
- (d) Possible additional taxes and assessments for the year of sale as set or levied under N.J.S.A. 54:4-63.1 et seq.
- (e) Any state of facts which an accurate survey or inspection of the Property would disclose.

By the acceptance of this Deed, the Grantee consents to any future amendments or revisions of the Declaration or the Bylaws of the Association, which may be required by the laws or governmental agencies of the State of New Jersey in connection with the sale of any property; and/or by any title insurance company insuring title to any portion of lands subject to the Declaration at the Grantor's request; and/or by an institutional lender (including the Grantor) providing mortgage loans to owners of lands subject to the Declaration. However, the Grantor may not exercise its authority under this power of attorney without the written consent of the Grantee if the amendment would increase the financial obligations of the Grantee under the Declaration or reserve any additional or special privileges for the Grantor which are not already contained in the Declaration.

**PROMISES BY GRANTOR.** Grantor promises that Grantor has done no act to encumber the Property. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that Grantor has not allowed anyone else to obtain any legal rights which affect the Property (such as by making a mortgage or allowing a judgment to be entered against Grantor).

**SIGNATURES.** Grantor signs this Deed as of the date at the top of the first page.

WITNESS:

STANTON PROPERTIES II, a New Jersey general partnership  
By: Stanton Properties, a general partnership of New Jersey (a general partner)

By: \_\_\_\_\_  
Edward H. Vogel, General Partner

STATE OF NEW JERSEY       )  
  SS:  
COUNTY OF MERCER        )

BE IT REMEMBERED that on this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me, the subscriber, a personally appeared EDWARD H. VOGEL, a general partner of Stanton Properties, a New Jersey general partnership, which is a general partner of Stanton Properties II, a New Jersey general partnership, the Grantor named in the foregoing deed, who, I am satisfied is the person named in and who executed the within deed and thereupon he acknowledged that he signed, sealed and delivered the same as and for the general act and deed of the respective partnerships and that the full and actual consideration paid or to be paid for the transfer of title is \$ \_\_\_\_\_ (such consideration is defined in N.J.S.A. 46:15-5).

DEED

STANTON PROPERTIES II  
a New Jersey general partnership

GRANTOR,

TO

GRANTEE.

---

RECORD AND RETURN TO.

# AFFIDAVIT OF TITLE

1. Position. I am a general partner of Stanton Properties, a New Jersey general partnership which is a general partner of Stanton Properties II, a New Jersey general partnership named as grantor ("Grantor") in a deed about to be given to

dated \_\_\_\_\_ and embracing property ("Property") known as \_\_\_\_\_  
 as \_\_\_\_\_ Lot \_\_\_\_\_ Block \_\_\_\_\_, Tax Map \_\_\_\_\_,  
 Township of Readington, County of Hunterdon, and State of New Jersey.

2. Age. The persons executing this affidavit are 18 years of age or older.

4. **Liens.** There are no liens against the Property as a result of debts that Grantor owes or obligations Grantor has undertaken, except municipal real estate taxes for this year. A lien is a legal claim of another against property for the payment of a debt or the performance of an obligation. Examples of liens include, without limitation, a judgment of a court for the payment of funds due, municipal taxes assessed against real property, and a mortgage on real property given as security for a transaction.

6. Bankruptcy and Receivership. Grantor has never been declared bankrupt. No bankruptcy or insolvency proceedings have been started by or against Grantor. No receiver has been appointed to take possession of Grantor's property. No application for receivership is now pending against Grantor.

EXHIBIT 15

or future rights of tenancy in the Property to anyone. To the best of my knowledge, no one else has any present or future rights of tenancy in the Property.

8. Easements. An easement is a right given to another for a specific and limited use of real property. An example is the easement given to an electric company to install underground cables through a property. Grantor has not given anyone any unrecorded easements affecting the Property. However, affecting the Property there are easements recorded in the Hunterdon County Clerk's Office to public utility companies and the Township of Readington; rights of others in and to any brook flowing across the lot; any matters shown on the filed map which shows the Property; easements, covenants, and restrictions set out in the Declaration of Covenants, Easements and Restrictions for the Stanton Ridge Development recorded in said Clerk's Office and the Bylaws of the Stanton Ridge Homeowners Association, Inc. including any amendments thereto; and any state of facts which an accurate survey or inspection of the Property would disclose.

9. Other Contracts. Grantor has not executed any other contract to sell the Property to anyone else. Grantor has not given anyone else the option to buy the Property, nor has Grantor given the right of first refusal to another party to buy the Property.

10. Municipal Improvements. Grantor has not received notice that the Property is in violation of any housing, building, safety, health or fire regulation.

11. New Construction. There are no liens for materials furnished or labor performed during construction of the Property.

12. Partnership. The Partnership Agreement of the Grantor is in full force and effect and is in compliance with the Uniform Partnership Act of New Jersey, and there have been no changes in membership of the Grantor. There are no other material amendments or supplements thereto. Chanco Development Corporation - Stanton is a Delaware corporation which is authorized to do business as such partner of Grantor in the State of New Jersey. Its Certificate of Incorporation or charter is in full force and effect as of the date hereof and all franchise taxes owing and due to any governmental authority have been paid in full.

13. Reliance. Grantor knows that Grantee is relying on the truth of statements made in this Affidavit.

---

Edward H. Vogel

SWORN TO AND SUBSCRIBED  
before me this       day of  
   19

NOTICE TO PROSPECTIVE HOMEOWNERS

STANTON RIDGE GOLF & COUNTRY CLUB

HUNTERDON COUNTY, NEW JERSEY

This notice will serve to inform prospective homeowners that the sanitary sewage system serving the "Stanton Ridge Golf and Country Club" residential community is composed of the following features:

1. Low pressure sewer collection system.
2. Each individual house will have a grinder pump system which will discharge into the low pressure collection system.
3. The sewage treatment process will consist of the following units:
  - a. Equalization Tank
  - b. Duplex Fast Aeration Zone Tanks
  - c. Duplex Sludge Settling Tanks
  - d. Duplex Storage Tanks
  - e. Duplex Gravity Filters
  - f. Lagoon
  - g. Irrigation System

"Homeowners of the Development realize that the Development's wastewater treatment system uses the method of "spray irrigation" for disposal of the treated domestic wastewater. This method has been approved by the NJDEPE under NJPDES Discharge Permit No. NJ0074802 and is a method commonly used on golf courses. All wastewater generated in the Development will be treated, disinfected and stored in a lined pond until it is sprayed on selected areas on the golf course. The pond is located adjacent to the wastewater treatment plant. The treated wastewater will be pumped out of the impoundments and sprayed on the grass during periods of warm weather and calm winds. The spray is limited to the "in-bounds" confines of the golf course and will not be sprayed on the actual lots to be purchased by homeowners in the Development, although, at times, high velocity wind gusts may cause effluent to be

Notice to Prospective Homeowners  
Stanton Ridge  
Page 2

unintentionally carried from the golf course onto individual lots and homes. Tall, perennial vegetation shall be grown and maintained around the perimeter of the golf course to restrict unintentional spray of effluent onto individual lots. In addition, a wind meter shall be used that will automatically turn off the spray system if winds become excessive. Each purchaser of a lot in the Development realizes this, and if any further information is required, such homeowners should ask the sponsor of the Development for additional information concerning the same."

---

Name of Prospective Homeowner (printed)

---

Signature of Prospective Homeowner

---

Representative of Stanton Properties

---

Date

---

Witness:



PROFESSIONAL INSURANCE PROGRAMS

May 12, 1993

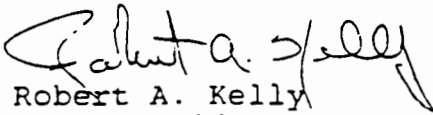
Neil VanCleeef, Trustee  
Stanton Ridge Homeowners Association, Inc.  
Amwell Road  
Belle Mead, N.J. 08502

Dear Neil:

After reading Article XII, Insurance, of the Declaration of Covenants, Easements and Restrictions for the Stanton Ridge Development Readington Township, Hunterdon County, N.J., I concur and certify that this Article XII Insurance is an adequate insurance program for the Homeowners Association, except we must recommend "Boiler & Machinery" coverage including Combined Business Interruption and Extra Expense and Off Premises Utility Interruption for the Sewer Disposal Plant.

I am enclosing estimate for annual insurance cost for Stanton Ridge Homeowners Association.

Very truly yours,

  
Robert A. Kelly  
Vice President

RAK:sr  
enc.

\*\*\*\*\*  
INSURANCE ESTIMATE FOR BUDGET  
Purposes For Stanton Home Owners Association  
\*\*\*\*\*

COMMERCIAL PROPERTY FOR SEWER DISPOSAL PLANT	\$750,000 on All Risk basis including Boiler & Machinery Perils basis subject to 80% co-insurance and a deductible of \$1,000. including combined Business Interruption + Extra Expense, Off premises Utility Interruption Coverage. Estimated Annual Premium: \$3,000
COMMERCIAL GENERAL LIABILITY	\$2,000,000 General Aggregate \$2,000,000 Products & Completed Operations Aggregate \$1,000,000 Personal Injury & Advertising Liability \$1,000,000 per occurrence \$ 50,000 Fire Legal Liability \$ 5,000 Medical Payments  Annual Premium: \$5,000
OFFICER & DIRECTORS LIABILITY	\$1,000,000 Limit subject to a Deductible of \$ Annual Premium: \$3,000
FIDELITY BOND	\$180,000 Limit subject to \$1,000 Deductible. Annual Premium: \$1,000
WORKMENS' COMPENSATION	Statutory - NJ Employer Liability:  - \$100,000 Each Accident - \$500,000 Policy Limit - \$100,000 Each Employee  Annual Premium: \$527.07

\*\*\*\*\*

EXHIBIT 17

ARCHITECTURAL DESIGN GUIDELINES AND STANDARDS  
FOR THE  
ARCHITECTURAL REVIEW COMMITTEE  
OF  
STANTON RIDGE GOLF AND COUNTRY CLUB

1/27/93  
Revised 8/25/93

**EXHIBIT 18**

## ARCHITECTURAL DESIGN GUIDELINES

### PREFACE

Stanton Ridge in Readington Township, Hunterdon County, is a unique living environment. The rolling hills and open fields of this location are enhanced by a series of roads and fairways that fit very naturally into the surrounding landscape. To be complete in total design, it is the intent to construct houses that capture the spirit of gracious country living, forming a natural and unpretentious bond within the total development.

An Architect or Designer rarely gets the opportunity to develop a design which would be located in a setting that has an overall concept which relates to both the natural terrain and a series of landscaped fairways. The Design Guidelines should not be interpreted as an attempt to limit creativity or drive up the cost of construction. Their purpose is to bring a greater sense of awareness to each homeowner that he or she shares in the responsibilities of maintaining an architectural standard with the surrounding natural beauty.

It is the intent to design residences and outbuilding structures that rely on building types not associated with other regions of the country or styles which mock other periods of architecture.

The following Architectural Design Standards are prepared in a format which is consistent with the Building Code and local zoning. There is a systematic attempt to guide a Designer in the size and shape of a building and choice of materials.

## INDEX

### PAGE NUMBER

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ARCHITECTURAL REVIEW PROCESS	3
ARCHITECTURAL STANDARDS	5
SITE DEVELOPMENT STANDARDS	8
CONSTRUCTION REGULATIONS	11

## DEFINITIONS

- A. "Stanton Ridge Architectural Review Committee" is established and empowered in the Declaration, Article XI, Section 11.1 etc.
- B. "Declaration" shall mean and refer to the Declaration of Covenants, Easements and Restrictions for Stanton Ridge Development and any future amendments and supplements thereto upon the site after the time of purchase.
- C. "Owner" or "Owners" shall mean and refer to, individually or collectively, as applicable, those persons or entities in whom record title to any Lot whether improved or unimproved is vested as shown in the records of the Hunterdon County Clerk, and shall include the Declarant unless the context expressly indicates otherwise. An Owner shall not mean or refer to any mortgagee or any person or entity who hold an interest merely as security for the performance of an obligation unless and until such mortgagee has acquired title to any such Lot pursuant to foreclosure proceedings or any proceeding in lieu of foreclosure. The term "Owner" shall not include or refer to any lessee or tenant of an Owner.
- D. "Lot" shall mean and refer to any lot or other parcel in the Property shown upon the Final Plat, together with any and all improvements thereon, on which a residential structure could be constructed, whether or not one has been constructed.

## ARCHITECTURAL REVIEW COMMITTEE

The Architectural Review Committee for Stanton Ridge shall consist of three members: a registered Architect, a Contractor, and a Professional Planner, all appointed by the Board of Trustees of the Stanton Ridge Homeowners' Association.

All meetings shall be recorded using an audio tape machine. A summary of each meeting shall be forwarded to each Applicant as prepared by the Chairman of the Review Committee. All Correspondence to the Committee shall be forwarded to:

Chairman, Architectural Review Committee  
c/o Stanton Ridge  
PO Box 189  
Stanton, New Jersey 08885

## **RIGHT OF WAIVER, NON-LIABILITY, AND ENFORCEMENT CLAUSES**

### **WAIVER**

The approval by the Architectural Review Committee of any plans, drawings, or specifications for any work done or proposed or for any other matter requiring the approval of the Architectural Review Committee under these Bylaws, shall not be deemed to constitute a waiver of any right to withhold approval of any similar plan, drawing, specification or matter subsequently submitted for approval.

### **NON-LIABILITY**

Neither the Board nor the Declarant or their respective successors or assign shall be liable in damages to anyone submitting plans to them for approval, or to any Owner by reason of mistake in judgement, negligence or non-feasance arising out of it in connection with the approval or disapproval or failure to approve any plans and specifications. Every Owner or other person who submits plans to the Committee for approval agrees, by submission of such plans and specifications, that he will not bring any action or suit against the Committee, Board, or Declarant to recover damages. Approval by the Committee shall not be deemed to constitute compliance with the requirements of any local building codes and it shall be the responsibility of the Owner or other person submitting plans to the Committee to comply therewith.

### **ENFORCEMENT**

The Architectural Review Committee may recommend to the Board that the Declarant or the Board or Covenants Committee take appropriate action to prevent or remove any unauthorized or unapproved construction or improvements on any portions of the Property.

### **GRADING, DIMENSIONS, ELEVATIONS, AND OTHER INFORMATION SUBMITTED BY OWNER**

It remains the responsibility of the Owner/Applicant to provide the Review Board with drawings and sketches that are accurate and consistent with the existing contours of the building site. The Board maintains the right to require verification of any dimensional or grading issue prior to final approval.

## **CORRESPONDENCE AND COMMUNICATION**

Transcripts from meetings and original documents shall be the basis for any official or binding interpretation of the status of a project in review. Telephone conversations, fax transmittals, and drawings without Title Blocks shall not be considered part of the application.

## **OWNER REPRESENTATION**

The Owner shall designate his or her representative(s) in writing to the Committee at the beginning of the application process. If the Owner is not the principal Applicant, or more than one Designer or Consultant is involved, one shall be designated as the principal Applicant and all communications from the Committee shall be directed to that person or firm.

## **ARCHITECTURAL STANDARDS**

Applicants and their representatives shall become familiar with the enclosed standards prior to making an application. Final approval shall be granted by the Committee if a reasonable attempt has been made not to deviate from the overall design intent of the Stanton Ridge development.

## **PROFESSIONAL DESIGN ASSISTANCE**

It is highly recommended that the Owner/Applicant retain the services of an Architect registered in the State of New Jersey. That person must be familiar with the State of New Jersey Uniform Construction Code, BOCA, National Plumbing and Electrical Codes, and local zoning requirements.

It is required that any Designer make an inspection of the Owner's Lot prior to submitting an application. The proposal must address maintaining open spaces, preserving natural contours, and minimizing the removal of natural vegetation.

A meeting on the Owner's Lot should be arranged by the Owner/Applicant to introduce the Designer to a representative of the Stanton Ridge Architectural Review Committee.



## DESIGN AND CONFIGURATION

It is intended that the design of the homes and outbuildings be as indigenous to the physical and historical context of Stanton Ridge as possible. This implies the incorporation of native and natural building materials, simple forms, sensitive siting and, generally, a gracious and elegant appearance.

It is intended that the buildings not compete with each other or call attention to themselves at the expense of neighboring homes or the existing natural setting.

The Applicant shall submit drawings and/or sketches that are drawn to scale showing any grade changes.

Roof shapes shall be gable type with appropriate variations.

Mansard, A-Frame and flat roofs are not acceptable.

Street oriented facades, theme designs, or mock architectural motifs such as Tudor, Spanish and French Provincial are not acceptable. Contemporary designs will be permitted on site-specific lots.

## HEIGHT AND SIZE

The maximum building height shall be limited to 35' 0" above the average grade around the entire dwelling to the top of the ridge.

The minimum size for any residence, not including the garage and/or basement, shall be 3,000 Sq. Ft. The maximum size shall be 9,000 Sq. Ft., not including garages and/or basements, configured in such a way so that no distinguishable geometric component of the overall structure exceeds 3,000 Sq. Ft.

## ROOFING

The roofing material considered to be acceptable includes asphalt shingles, cedar shake shingles, and/or slate. Cement or clay tiles, metal, or single-ply membrane material is unacceptable except in cases where it is used in small areas not visible from eye level from either the street or fairways.

No roof shall be greater than 12/12 pitch and no less than 6/12 pitch. Color of roofing material shall be natural in appearance. Any roofing using bright colors is strictly prohibited.

### **DECKS AND BALCONIES**

Structural components and planking can be constructed of pressure treated lumber, but any component which faces the street and/or Fairway shall be finished in cedar or mahogany.

### **POOLS AND TENNIS COURTS**

No above-ground pools will be permitted. The location and design for all pools and tennis courts must be approved by the Architectural Review Committee.

### **METALS AND GLASS**

Any use of wrought iron is strictly prohibited.

Exposed flashing materials shall be either copper or aluminum finished to blend in with adjacent material.

Television antennas shall be concealed in attic spaces.

Solar collectors are permitted provided they are mounted on the ground or on the roof of a small one-story outbuilding protected from public view.

Metal chimneys for pre-engineered fireboxes and/or wood stoves shall be contained within framed enclosures and shall not be secured to roof with exposed flues and guide wires. Chimney caps and spark arresters shall be painted to a black or dark grey finish.

Any tinted, mirrored, reflective glass and/or glass block is prohibited.

### **CHANGES**

It is expected that the Owner/Applicant will present all proposed changes made in the field to the Review Committee for approval. The type of change would be a revision to the exterior of the building which would alter the shape, size or use of material.

## **SITE DEVELOPMENT STANDARDS:**

### **SETBACKS AND SIDEYARDS**

As per Township approval. Variances allowable only with approval by Township if necessary as well as Architectural Review Board.

### **FENCES, WALLS AND BARRIERS**

Stanton Ridge Architectural Review Committee shall furnish Applicant with approved styles of fences and walls. Variations will be approved only with full application process. Retaining walls shall be faced with stone, stucco or brick to match the residence on the property.

### **VEHICLE STORAGE**

All boats, trailers, and automobiles that cannot be stored in a garage shall be restricted to parking in a landscaped area out of public view incorporating approved styles of fences, enclosures, or evergreen type landscaping.

### **SIGNS AND MAILBOXES**

Signs shall be limited to a maximum four square foot area and shall remain back from the area designated as the road right-of-way. The information on the sign shall contain family names, residence names and street numbers.

Permanent signs which might be interpreted as a form of advertising for a home occupation are strictly prohibited.

Applicants shall be provided with samples of mailboxes which are considered acceptable in design and size. Variations would be acceptable if presented to the Board for review and approval.

### **LAWN ORNAMENTS**

Any kind of statuary, bird baths, frog ponds, sculptures, electrical signal sending or receiving devices, flagpoles or decorative objects are to be restricted from view from the road and or the fairway.

## **LANDSCAPING**

Applicant must submit to the Committee for approval, prior to installation, a landscaping plan. The plan should be designed to harmonize with the architecture and location of the house and should blend well with the adjoining improvements and site conditions. The plan should be detailed and may be an overlay of the site plan. It shall include, but not be limited to, shrubs, trees, beds, retaining walls, patios, fences, mulched areas, driveways, pools, visual screenings and other significant site features. Drawings should identify all permanent planting materials as to botanical name and common name and plants should be illustrated as mature in size.

## **NATURAL DRAINAGE**

The contours of the Owner's lot shall be maintained in order to preserve natural drainage. Radical regrading will not be acceptable, nor will any land disturbance which affects the fairways or existing landscaping.

## **TREES AND TREE REMOVAL**

The proposed placement of any tree which would impact upon the open space plan of development or detrimentally impact upon the views and vistas of adjacent property owners are prohibited.

The removal of any tree from the Applicant's Lot must be done by a professional tree service. Trees which are not healthy or trees which require pruning can be removed provided the Board approves. Trees to be removed for aesthetics purposes shall be inspected by the Board prior to their removal. All trees scheduled for removal shall be red tagged for inspection.

## **OUTDOOR LIGHTING**

All proposed outdoor lighting shall be clearly shown on the final set of drawings for Committee review. If undertaken as a separate landscaping project, the Owner shall provide a drawing of the number, type and location of all proposed fixtures.

## **ARCHITECTURAL BOARD OF REVIEW PROCESS**

The Committee will schedule regular monthly meetings and special meetings upon request to all review applicants. An applicant shall furnish to the Committee four copies of the proposed

construction a minimum of ten days prior to the meeting if a Committee discussion is desired. The minimum information required shall include:

A Site Plan of the Owner's Lot showing the location of the residence driveway, outbuildings, pools, miscellaneous structures, all major grade changes, and retaining walls, if proposed. Any trees greater than 1' 0" diameter scheduled for removal shall also be noted on the Site Plan; Site Plan shall be neatly drawn to a minimum 1" - 20' floor plans and elevations of the proposed structures illustrating the height, colors, and materials as seen from the road and/or fairways shall also be submitted. These drawings shall be neatly drawn to the scale of 1/4" - 1' 0".

### **REVIEW FEE**

A fee of two hundred dollars (\$200.00) shall be required for each review meeting. The Applicant is guaranteed a minimum of one hour per meeting by the Committee. In the event there are many Applicants, or the Committee feels further discussion is warranted, the Committee has the right to request that the Applicant return for additional meetings to continue the discussion.

### **DISCUSSION AND VOTING**

The Applicant can present the project in person, bring a consultant or mail the drawings to the Committee accompanied by a written explanation. The Committee will either accept or reject the proposal based upon conformance to Stanton Ridge Architectural Design Standards. A minimum two "yes" votes are required for approval, the results of which shall be recorded in the meeting summary notes and mailed to the Applicant.

In the event that proposal is accepted, the Applicant is required to furnish the Committee with a copy of the Final Drawings and Specifications prior to his or her application for a Township building permit. The Committee has the right to reject or revoke the previously granted approval if significant changes have occurred in the size, shape and/or location of the proposed construction or in the use of approved building materials.

### **CONSTRUCTION PHASE REVIEW**

The Owner shall inform the Committee of any significant changes in the design or scope of the project during construction. Copies of all inspections by Readington Township Building

Inspection Officials shall be kept on file and be made available upon request by the Committee.

### CONSTRUCTION REGULATION

Construction hours shall be limited to between 7:00 AM and 6:00 PM, Monday through Saturday. Loud music and consumption of alcoholic beverages are strictly forbidden. No Contractor's pets are allowed on site. No firearms are allowed on site.

All Contractors are required to keep the building site free of garbage, debris and dangerous materials. Sanitary conveniences shall be provided with a locking door.

Erosion shall be controlled as per Hunterdon County Soil Conservation District requirements.

All Contractor vehicles shall be parked on one side of the road only within Owner's Lot property line. No vehicle, including delivery trucks, shall be washed down in the road or leave mud or slush concrete on the road. No vehicle shall enter upon the Golf Course. No vehicle may be left on Stanton Ridge's roads overnight.

Any clean-up work required by carelessness or neglect, on or off the site, shall be charged against the Property Owner. Damage to any property other than the Owner's shall be promptly repaired.

Chemical toilets shall be provided by the Contractor and placed in an approved location on the Owner's Lot.

One Contractor sign is permitted up to six feet square and may only be placed in an area located adjacent to the driveway on the Owner's Lot. Construction signs shall not be nailed on trees or structures.

It is required that all Contractors supply sufficient Proof of Insurance prior to commencing work.