

Record and Return To:

Willowmere Homeowners Association  
C/o MAMCO  
P.O. Box 668  
Mt. Laurel, NJ 08054

Block 1008, Lots 1 through 30  
Block 1008.01, Lots 1 through 18  
Block 1008.02, Lots 1 through 12

**FOURTH AMENDMENT TO THE DECLARATIONS OF COVENANTS AND RESTRICTIONS FOR WILLOWMERE HOMEOWNERS ASSOCIATION, INC.**

WHEREAS, a certain Declaration of Covenants and Restrictions for Willowmere Homeowner's Association, Inc. was filed with the Clerk of Burlington County on August 23, 1994 and recorded in Deed Book 4795, Page 96 et seq.; and

WHEREAS, Article V, Section 2 of the By-Laws of Willowmere Homeowner's Association, Inc., which By-Laws are recorded in Deed Book 4795, Page 123 et seq., provide that the Board of Trustees to the Willowmere Homeowner's Association, Inc., (hereinafter "Association") shall establish architectural standards for the Lots located in the property as said terms are defined in the Declarations of Covenants and Restrictions ("Declaration"); and

WHEREAS, the Board of Trustees in conjunction with the recommendation of the members of the Association surveyed on August 15, 2005, has determined that the regulations with regard to Declarations of Covenants and Restrictions, Basketball Units, Sports Pads, Awnings, Sheds, Pool House/Cabanas contained within the specific architectural guidelines permitted by section G2 of the By-Laws that whereas the Board of Trustees enacted in accordance with Section G2 of the By-Laws certain architectural standards for the properties in accordance with the Book of Procedures for the Lots; and

WHEREAS, the Board of Trustees intended by virtue of this Fourth Amendment to the Declarations of Covenants and Restrictions to set forth the architectural guidelines and record the same with the Clerk of Burlington County.

NOW, THEREFORE, the Board of Trustees of the Willowmere Homeowner's Association declares that all of the Lots contained in the property as said terms are defined in the Declarations shall hereinafter be subject to the following architectural guidelines.

- 1) Amendment to change current procedure to require a “Yes” vote from 2/3 of all RETURNED votes (an unreturned vote is neither a “yes” nor “no” whereas currently an unreturned vote is counted as a “No” vote). Must have a minimum of 67% households (currently 38 households) replying to be considered an eligible vote. Under the new process, 35 ballots must be returned, and 25 of the 35 votes would be necessary to change an existing Declaration of Covenants and Restrictions.
- 2) Permanent Basketball Units are permitted in backyards ONLY. The unit must be professionally landscaped on three (3) sides.
- 3) Stand Alone Sports Pads are permitted in rear of property only. The pad must be landscaped with evergreens on three (3) sides contiguous with neighboring properties. Sports pad cannot be erected in or on any drainage plan which will alter or impede the natural flow of drainage, and must comply with local code when calculating impervious (hard) surface as a percentage of total lot size.
- 4) Awnings are permitted on rear windows/doors only. Solid and striped Awnings are permitted providing the pattern and/or color maintains the same aesthetic integrity and color scheme of the house. Awnings must be constructed of vinyl, canvas or metal.
- 5) A. Sheds –
  - a. Storage sheds must conform to the original trim color, siding color, shingle color and architectural style of primary residence.
  - b. Storage shed roofs must be a gable or hip style design. Sheds must have cedar or shaker shingle, aluminum, vinyl or T-111 siding (color and style to match primary residence).
  - c. Storage sheds cannot exceed 8 feet x 12 feet in size and side walls can be no higher than seven feet.
  - d. In general, storage sheds shall be located in the rear most corner of the property. However, the ARB requires some modification based on visual and structural impact on neighboring properties. In accordance with Township standards, location must allow for six (6) foot setback requirement.
  - e. A landscaping plan that provides for natural evergreen screening on the two (or three sides is applicable) of the shed adjoining other lots must be submitted along with shed design plan.

- f. Entrance door to shed must be located on longest wall. Any additional doors/windows should be noted in detail on application and must conform to architectural style/color of primary residence.
- g. Foundation base details should be noted on application.

B. Pool Houses/Cabanas

- a. Pool House/Cabana must conform to the original trim color, siding color, shingle color and architectural style of primary residence.
- b. Pool House/Cabana roofs must be a gable or hip style design. Pool House/Cabana must have cedar or shaker shingle, aluminum, vinyl or T-111 siding (color and style to match primary residence).
- c. Pool House/Cabana cannot exceed 11 feet x 18 feet, not to exceed 200 square feet in size and side walls can be no higher than seven feet.
- d. Pool House/Cabana shall be located as far back in the yard as possible while still remaining functional during pool use. However, the ARB requires some modification based on visual and structural impact on neighboring properties. In accordance with Township standards, location must allow for six (6) foot setback requirement.
- e. A landscaping plan that provides for natural evergreen screening on the two (or three sides is applicable) of the Pool House/Cabana adjoining other lots must be submitted along with design plan.
- f. Entrance door to Pool House/Cabana must be located on longest wall. Any additional doors/windows should be noted in detail on application and must conform to architectural style/color of primary residence.
- g. Foundation base details should be noted on application.

We, being Trustees of said Association hereby set our hands this 22<sup>nd</sup> day of September, 2005.

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
BILL NORTON, PRESIDENT

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
MICHELLE TONER, SECRETARY

IN WITNESS WHEREOF, this Fourth Amendment to the Declaration of Covenants and Restrictions for Willowmere Homeowner's Association, Inc., has been signed by all parties this \_\_\_\_\_ day of \_\_\_\_\_ 2005.

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
BILL NORTON, PRESIDENT

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
MICHELLE TONER, SECRETARY

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
BARBARA SMITH, TREASURER

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
JOANNE BOHRER, TRUSTEE

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
DAN DISANDRO, VICE PRESIDENT

STATE OF NEW JERSEY )

:SS

County of Burlington )

BE IT REMEMBERED, that on the \_\_\_\_ day of \_\_\_\_\_, 2005, before me, the subscriber, personally appeared Bill Norton, who I am satisfied is the person named in and who executed the within Instrument, and thereupon he acknowledged that he signed, sealed and delivered the same as his act and deed, for the uses and purposes therein expressed.

\_\_\_\_\_  
Notary Public

STATE OF NEW JERSEY )

:SS

County of Burlington )

BE IT REMEMBERED, that on the \_\_\_\_ day of \_\_\_\_\_, 2005, before me, the subscriber, personally appeared Michelle Toner, who I am satisfied is the person named in and who executed the within Instrument, and thereupon he acknowledged that he signed, sealed and delivered the same as his act and deed, for the uses and purposes therein expressed.

\_\_\_\_\_  
Notary Public

STATE OF NEW JERSEY )

:SS

County of Burlington )

BE IT REMEMBERED, that on the \_\_\_\_ day of \_\_\_\_\_, 2005, before me, the subscriber, personally appeared Barbara Smith, who I am satisfied is the person named in and who executed the within Instrument, and thereupon he acknowledged that he signed, sealed and delivered the same as his act and deed, for the uses and purposes therein expressed.

\_\_\_\_\_  
Notary Public

STATE OF NEW JERSEY )

:SS

County of Burlington )

BE IT REMEMBERED, that on the \_\_\_\_ day of \_\_\_\_\_, 2005, before me, the subscriber, personally appeared Joanne Bohrer, who I am satisfied is the person named in and who executed the within Instrument, and thereupon he acknowledged that he signed, sealed and delivered the same as his act and deed, for the uses and purposes therein expressed.

\_\_\_\_\_  
Notary Public

STATE OF NEW JERSEY )

:SS

County of Burlington )

BE IT REMEMBERED, that on the \_\_\_\_ day of \_\_\_\_\_, 2005, before me, the subscriber, personally appeared Dan DiSandro, who I am satisfied is the person named in and who executed the within Instrument, and thereupon he acknowledged that he signed, sealed and delivered the same as his act and deed, for the uses and purposes therein expressed.

\_\_\_\_\_  
Notary Public

Record and Return To:

Willowmere Homeowners Association  
C/O MAMCO  
P.O.Box 668  
Mt. Laurel, NJ 08054

Block 1008, Lots 1 through 30  
Block 1008.01, Lots 1 through 18  
Block 1008.02, Lots 1 through 12

**THIRD AMENDMENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR WILLOWMERE HOMEOWNERS ASSOCIATION, INC.**

WHEREAS, a certain Declaration of Covenants and Restrictions for Willowmere Homeowner's Association, Inc. was filed with the Clerk of Burlington County on August 23, 1994 and recorded in Deed Book 4795, Page 96 et seq.; and

WHEREAS, Article V, Section 2 of the By-Laws of Willowmere Homeowner's Association, Inc., which By-Laws are recorded in Deed Book 4795, Page 123 et seq., provide that the Board of Trustees to the Willowmere Homeowner's Association, Inc., (hereinafter "Association") shall establish architectural standards for the Lots located in the property as said terms are defined in the Declarations of Covenants and Restrictions ("Declaration"); and

WHEREAS, the Board of Trustees in conjunction with the recommendation of the members of the Association surveyed on January 25, 2001, has determined that various regulations contained within the specific architectural guidelines permitted by Section G2 of the By-Laws that whereas the Board of Trustees enacted in accordance with Section G2 of the By-Laws certain architectural standards for the properties in accordance with the Book of Procedures for the Lots; and

WHEREAS, the Board of Trustees intended by virtue of this Third Amendment to the Declarations of Covenants and Restrictions to set forth the architectural guidelines and record the same with the Clerk of Burlington County.

NOW THEREFORE, the Board of Trustees of the Willowmere Homeowners Association declares that all of the Lots contained in the property as said terms are defined in the Declarations shall hereinafter be subject to the following architectural guidelines.



I     SHED

- A)     Storage sheds must conform to the original trim color, siding color, Shingle color and architectural style of primary residence.
- B)     Storage shed roofs must be a gable or hip style design. Sheds must have aluminum, vinyl or T-111 siding (color and style to match primary residence).
- C)     Storage sheds cannot exceed 8 feet x 12 feet in size and side walls can be no higher than seven feet.
- D)     In general, storage sheds shall be located in the rear most corner of the property. However, the ARB requires some modification based on visual and structural impact on neighboring properties. In accordance with Township standards location must allow for a six (6) foot setback requirement.
- E)     A landscaping plan that provides for natural evergreen screening on the two (or three sides is applicable ) of the shed adjoining other lots must be submitted along with shed design plan.
- F)     Entrance door to shed must be located on longest wall. Any additional doors/windows should be noted in detail on application and must conform to architectural style/color of primary residence.
- G)     Foundation base details should be noted on application.

II.    FENCES

- A)     Vinyl and wood fencing specifications are interchangeable. Maximum height of six (6) feet is permissible with a minimum height of four (4) feet exclusive of the post top. Post cannot exceed 6 inches in height above fence and post must be on interior side of fence.
- B)     Vinyl fencing must be four (4) feet to five (5) feet picket style, color white or natural. Fencing installed must be convex top or straight top in style. Fences must be constructed with four (4) inch to six (6) inch boards.
- C)     All Township requirements must be met when submitting requests to ARB for approval.

III. DECKS

- A) Decks are permitted in the rear of residence only.
- B) Decks must be proportionate in size and to lot topography and must not dominate architecture of residence.
- C) Lattice or tongue and groove may be installed at base of deck or they can be open. Open areas can not be used for storage.
- D) Decks may be stained a wood color or painted to match the house color.

IV. AWNINGS

- A) Awnings permitted on rear windows/doors only and must be solid colors constructed of vinyl, canvas or metal.

V. SATELLITE DISH RECEIVERS

The Architectural Review Board will consider the installation of a Digital Satellite System (DDS) not exceeding 18" in diameter mounted at ground level and located on side or rear of property.

VI. GENERAL GUIDELINES

- A) Lot owners must keep storage sheds, fences and decks in good order at all times.
- B) Storage Sheds, fences and/or decks cannot be erected in or on any drainage plan for the project which will alter or impede flow of drainage. Structure cannot impede surface water run-off from his lot and any adjoining lot.
- C) Backyard tennis or permanent basketball facilities are not permitted.
- D) Portable recreational equipment is permitted to stay in back yard at all times.
- E) A plot plan and detailed drawing noting size, location, style color, landscaping plan and materials must be submitted along with ARB application.
- F) All Township approvals and/or permits required for requested improvement must be acquired prior to any work being done.

We, being Trustees of said Association hereby set our hands this 23rd day of May, 2001.

May B. Moran

WITNESS:

David Carosiello

DAVID CAROSIELLO, PRESIDENT

May B. Moran

WITNESS:

William Norton

WILLIAM NORTON, SECRETARY

IN WITNESS WHEREOF, this Third Amendment to the Declaration of Covenants and Restrictions for Willowmere Homeowner's Association, Inc., has been signed by all parties this 23rd day of May, 2001.

May B. McDermott  
Witness:

David Carosiello  
David Carosiello, President

May B. McDermott  
Witness:

William Norton  
William Norton, Secretary

May B. McDermott  
Witness:

John Kinn  
John Kinn, Treasurer

May B. McDermott  
Witness:

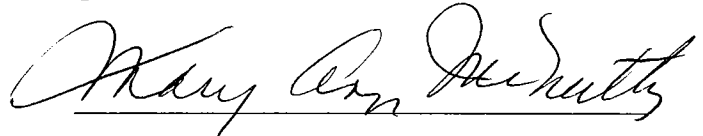
Lisa Hansinger  
Lisa Hansinger, Trustee

May B. McDermott  
Witness:

Glenn Trump  
Glenn Trump, Vice President

STATE OF NEW JERSEY )  
:SS  
County of Burlington )

BE IT REMEMBERED, that on this 23rd day of May, 2001, before me, the subscriber, personally appeared John Kinn, who I am satisfied is the person named in and who executed the within Instrument, and thereupon he acknowledged that he signed, sealed and delivered the same as his act and deed, for the uses and purposes therein expressed.

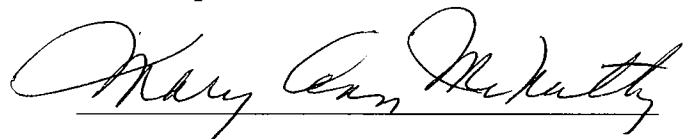


Notary Public

STATE OF NEW JERSEY )  
:SS  
County of Burlington )

MaryAnn McNulty  
My Commission Expires  
May 11, 2005

BE IT REMEMBERED, that on this 23rd day of May 2001, before me, the subscriber, personally appeared Lisa Hansinger, who I am satisfied is the person named in and who executed the within Instrument, and thereupon she acknowledged that she signed, sealed and delivered the same as her act and deed, for the uses and purposes therein expressed.



Notary Public

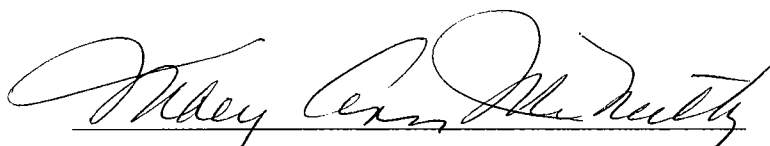
MaryAnn McNulty  
My Commission Expires  
May 11, 2005

STATE OF NEW JERSEY )

:SS

County of Burlington )

BE IT REMEMBERED, that on this 23rd day of May, 2001, before me, the subscriber, personally appeared David Carosiello, who I am satisfied is the person named in and who executed the within Instrument, and thereupon he acknowledged that he signed, sealed and delivered the same as his act and deed, for the uses and purposes therein expressed.

  
Notary Public

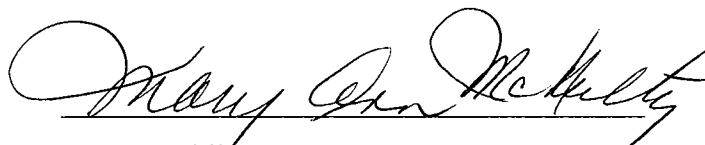
MaryAnn McNulty  
My Commission Expires  
May 11, 2005

STATE OF NEW JERSEY )

:SS

County of Burlington )

BE IT REMEMBERED, that on this 23rd day of May, 2001, before me, the subscriber, personally appeared William Norton, who I am satisfied is the person named in and who executed the within Instrument, and thereupon he acknowledged that he signed, sealed and delivered the same as his act and deed, for the uses and purposes therein expressed.

  
Notary Public

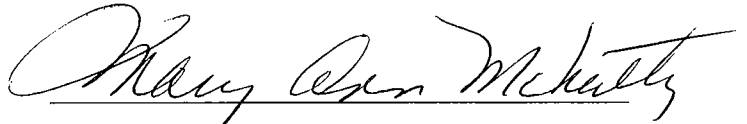
MaryAnn McNulty  
My Commission Expires  
May 11, 2005

STATE OF NEW JERSEY )

:SS

County of Burlington )

BE IT REMEMBERED, that on this 23rd day of May, 2001, before me, the subscriber, personally appeared Glenn Trump, who I am satisfied is the person named in and who executed the within Instrument, and thereupon he acknowledged that he signed, sealed and delivered the same as his act and deed, for the uses and purposes therein expressed.



Notary Public

MaryAnn McNulty  
My Commission Expires  
May 11, 2005

Record and Return To:

Willowmere Homeowners Association  
C/O MAMCO  
P. O. Box 668  
Mt. Laurel, NJ 08054

Block 1008, Lots 1 through 30  
Block 1008.01, Lots 1 through 18  
Block 1008.02, Lots 1 through 12

**SECOND AMENDMENT TO THE DECLARATION OF COVENANTS AND  
RESTRICTIONS FOR WILLOWMERE HOMEOWNERS ASSOCIATION, INC.**

WHEREAS, a certain Declaration of Covenants and Restrictions for Willowmere Homeowner's Association, Inc. was filed with the Clerk of Burlington County on August 23, 1994 and recorded in Deed Book 4795, Page 96 et seq.; and

WHEREAS, Article V, Section 2 of the By-Laws of Willowmere Homeowner's Association, Inc., which By-Laws are recorded in Deed Book 4795, Page 123 et seq., provide that the Board of Trustees to the Willowmere Homeowner's Association, Inc. (hereinafter "Association") shall establish architectural standards for the Lots located in the property as said terms are defined in the Declarations of Covenants and Restrictions ("Declaration"); and

WHEREAS, the Board of Trustees in conjunction with the recommendation of the members of the Association surveyed on January 1, 1998, has determined that the regulation with regard to fences contained within the specific architectural guidelines permitted by section G2 of the By-Laws that whereas the Board of Trustees enacted in accordance with Section G2 of the By-Laws certain architectural standards for the properties in accordance with the Book of Procedures for the Lots; and

WHEREAS, the Board of Trustees intended by virtue of this Second Amendment



to the Declarations of Covenants and Restrictions to set forth the architectural guidelines and record the same with the Clerk of Burlington County.

NOW, THEREFORE, the Board of Trustees of the Willowmere Homeowners Association declares that all of the Lots contained in the property as said terms are defined in the Declarations shall hereinafter be subject to the following architectural guidelines.

I) SHED

A) Storage sheds must conform to the original trim color, siding color, shingle color and architectural style of primary residence.

B) Storage shed roofs must be a gable or hip style design. Sheds must have aluminum, vinyl or T-111 siding (color and style to match primary residence).

C) Storage sheds cannot exceed 8 feet x 12 feet in size and side walls can be no higher than seven feet.

D) In general, storage sheds shall be located in the rear most corner of the property. However, the ARB requires some modification based on visual and structural impact on neighboring properties. In accordance with Township standards location must allow for a six (6) foot setback requirement.

E) A landscaping plan that provides for natural evergreen screening on the two (or three sides is applicable) of the shed adjoining other lots must be submitted along with shed design plan.

F) Entrance door to shed must be located on longest wall. Any additional

doors/windows should be noted in detail on application and must conform to architectural style/color of primary residence.

G) Foundation base details should be noted on application.

## II. FENCES

A) All fences must be of wood construction or acceptable type of vinyl. A maximum height of six (6) feet is permissible with a minimum height of four (4) feet exclusive of the post top. Post cannot exceed 6 inches in height above fence and post must be on interior side of fence.

B) Vinyl fencing must be four (4) feet to five (5) feet picket style, color white only. Fencing installed must be convex top or straight top in style. Wood fences must be constructed with four (4) inch to six (6) inch boards.

C) Wood fencing must remain natural in color and a clear protective sealant should be placed on fence to prevent weathering.

D) All Township requirements must be met when submitting requests to ARB for approval.

## III. DECKS:

A) Decks are permitted in the rear of residence only.

B) Decks must be proportionate in size and to lot topography and must not dominate architecture of residence.

C) Lattice or tongue and groove may be installed at base of deck or they can be open. Open areas can not be used for storage.

D) Decks may be stained a wood color or painted to match the house

color.

**IV. SATELLITE DISH RECEIVERS:**

The Architectural Review Board will consider the installation of a Digital Satellite System (DDS) not exceeding 18" in diameter mounted at ground level and located on side or rear of property.

**V. GENERAL GUIDELINES:**

- A) Lot owners must keep storage sheds, fences and decks in good order at all times.
- B) Storage sheds, fences and/or decks cannot be erected in or on any drainage plan for the project which will alter or impede flow of drainage. Structure cannot impede surface water run-off from his lot and any adjoining lot.
- C) Backyard tennis or permanent basketball facilities are not permitted.
- D) Portable basketball units or other portable recreational equipment must be stored in an enclosed garage and/or shed when not in use.
- E) A plot plan and detailed drawing noting size, location, style color, landscaping plan and materials must be submitted along with ARB application.
- F) All Township approvals and/or permits required for requested improvement must be acquired prior to any work being done.

We, being Trustees of said Association hereby set our hands this 28th

day of May, 1998.



WITNESS :



STEVE MOSTAK, PRESIDENT



WITNESS :



GEORGE MACDURMON, SECRETARY

IN WITNESS WHEREOF, this Second Amendment to the Declaration of

Covenants and Restrictions for Willowmere Homeowner's Association, Inc. has been

signed by all parties this 28th day of May, 1998..

Rae Franklin

Witness:

Rae Franklin

Witness:

Rae Franklin

Witness:

Rae Franklin

Witness:

Rae Franklin

Witness:

Steve Mostak

Steve Mostak, President

George D. MacDurmon

George MacDurmon, Sec.

David R. Salowe

David Salowe, Treasurer

Eric Stander

Eric Stander, Trustee

David Carosello

David Carosello, Trustee

STATE OF NEW JERSEY )

:SS

County of Burlington )

BE IT REMEMBERED, that on this 28th day of May , 1998, before me, the subscriber, personally appeared Steve Mostak , who I am satisfied is the person named in and who executed the within Instrument, and thereupon he acknowledged that he signed, sealed and delivered the same as his act and deed, for the uses and purposes therein expressed.

MaryAnn McNulty  
My Commission Expires  
May 11 2000



Notary Public

STATE OF NEW JERSEY )

:SS

County of Burlington )

BE IT REMEMBERED, that on this 28th day of May , 1998, before me, the subscriber, personally appeared George MacDurmon, who I am satisfied is the person named in and who executed the within Instrument, and thereupon he acknowledged that he signed, sealed and delivered the same as his act and deed, for the uses and purposes therein expressed.

MaryAnn McNulty  
My Commission Expires  
May 11 2000



Notary Public

STATE OF NEW JERSEY )

:SS

County of Burlington )

BE IT REMEMBERED, that on this 28th day of May , 1998, before me, the subscriber, personally appeared Eric Stander, who I am satisfied is the person named in and who executed the within Instrument, and thereupon he acknowledged that he signed, sealed and delivered the same as his act and deed, for the uses and purposes therein expressed.

MaryAnn McNulty  
My Commission Expires  
May 11 2000

  
Notary Public


STATE OF NEW JERSEY )

:SS

County of Burlington )

BE IT REMEMBERED, that on this 28th day of May 1998, before me, the subscriber, personally appeared David Salowe, who I am satisfied is the person named in and who executed the within Instrument, and thereupon he acknowledged that he signed, sealed and delivered the same as his act and deed, for the uses and purposes therein expressed.

MaryAnn McNulty  
My Commission Expires  
May 11 2000

  
Notary Public

STATE OF NEW JERSEY )

:SS

County of Burlington )

BE IT REMEMBERED, that on this 28th day of May, 1998, before me, the subscriber, personally appeared David Cariosello, who I am satisfied is the person named in and who executed the within Instrument, and thereupon he acknowledged that he signed, sealed and delivered the same as his act and deed, for the uses and purposes therein expressed.



Notary Public

MaryAnn McNulty  
My Commission Expires  
May 11 2000



RECEIVED

96 OCT 16 PM 12:00  
BURLINGTON CO. CLERK  
MICHAEL J. CONDA

Block 1008, Lots 1 through 30  
Block 1008.01, Lots 1 through 18  
Block 1008.02, Lots 1 through 12

**RECORD AND RETURN TO:**

Willowmere Homeowners Association  
c/o MAMCO, Inc.  
P.O. Box 168  
Mt. Laurel, NJ 08054

**FIRST AMENDMENT TO THE DECLARATION OF  
COVENANTS AND RESTRICTIONS FOR  
WILLOWMERE HOMEOWNER'S ASSOCIATION, INC.**

WHEREAS, a certain Declaration of Covenants and Restrictions for Willowmere Homeowner's Association, Inc. was filed with the Clerk of Burlington County on August 23, 1994 and recorded in Deed Book 4795, Page 26 et seq.; and

WHEREAS, Article V, Section 2 of the By-Laws of Willowmere Homeowner's Association, Inc., which By-Laws are recorded in Deed Book 4795, Page 123 et seq., provide that the Board of Trustees of the Willowmere Homeowner's Association, Inc. (herein after "Association") shall establish architectural standards for the Lots located in the Property as said terms are defined in the Declarations of Covenants and Restrictions ("Declaration"); and

- E. A landscaping plan that provides for natural evergreen screening on the two (or three sides if applicable) of the shed adjoining other lots must be submitted along with shed design plan.
- F. Entrance door to shed must be located on longest wall. Any additional doors/windows should be noted in detail on application and must conform to architectural style/color of primary residence.
- G. Foundation base details should be noted on application.

II. Fences:

- A. All fences must be wood only. A maximum height of six (6) feet is permissible with a minimum height of four (4) feet exclusive of the post top. Post cannot exceed 6 inches in height above fence and post must be on interior side of fence.
- B. Fencing installed must be convex top or straight top in style with a minimum/maximum width of 6 inch boards.
- C. Wood fencing must remain natural in color and a clear protective sealant should be placed on fence to prevent weathering.
- D. All Township setback requirements must be met when submitting requests to ARB for approval.

III. Decks:

- A. Decks are permitted in the rear of residence only.
- B. Decks must be proportionate in size and to lot topography and must not dominate architecture of residence.
- C. Lattice or tongue and groove may be installed at base of deck or they can be open. Open areas can not be used for storage.
- D. Decks may be stained a wood color or painted to match the house color.


IV. Satellite Dish Receivers:

The Architectural Review Board will consider the installation of a Digital Satellite System (DDS) not exceeding 18" in diameter mounted at ground level and located on side or rear of property.

V. General Guidelines:

- A. Lot owners must keep storage sheds, fences and decks in good order at all times.
- B. Storage sheds, fences and/or decks cannot be erected in or on any drainage swale as shown on the improved drainage plan for the project which will alter or impede flow of drainage. Structure cannot impede surface water run-off from his lot and any adjoining lot.
- C. Backyard tennis or permanent basketball facilities are not permitted.
- D. Portable basketball units or other portable recreational equipment must be stored in an enclosed garage and/or shed when not in use.
- E. A plot plan and detailed drawing noting size, location, style color, landscaping plan and materials must be submitted along with ARB application.
- F. All Township approvals and or permits required for requested improvement must be acquired prior to any work being done.

We, being Trustees of said Association hereby set our hands this 30th  
day of September 1996.



---

President, Willowmere  
S.J. Hovnanian



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Secretary, Willowmere  
George MacDurmon

IN WITNESS WHEREOF, this First Amendment to the Declaration of

Covenants and Restrictions for Willowmere Homeowner's Association, Inc. has been

signed by all parties this 30 day of September, 1996.

[Signature]  
Witness:

[Signature]  
Witness:

[Signature]  
Witness:

[Signature]  
Witness:

[Signature]  
Witness:

[Signature]  
Steven Hovnanian, President

[Signature]  
George MacDurmon, V. Pres, Sec.

[Signature]  
Steve Mostak, Treasurer

[Signature]  
David Salowe, Trustee

[Signature]  
Eric Stander, Trustee

STATE OF NEW JERSEY )  
County of Burlington ) :SS

BE IT REMEMBERED, that on this 30 day of September, 1996, before me, the subscriber, personally appeared Steven J. Hovnanian, who I am satisfied is the person named in and who executed the within Instrument, and thereupon he acknowledged that he signed, sealed and delivered the same as his act and deed, for the uses and purposes therein expressed.

[Signature]  
Notary Public

MARY ANN McNULTY  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires \*

STATE OF NEW JERSEY )  
 )  
 ) :SS  
County of Burlington )

BE IT REMEMBERED, that on this 30<sup>th</sup> day of September, 1996, before me, the subscriber, personally appeared George MacDurmon, who I am satisfied is the person named in and who executed the within Instrument, and thereupon he acknowledged that he signed, sealed and delivered the same as his act and deed, for the uses and purposes therein expressed.

Mary Ann McNulty  
Notary Public

MARY ANN McNULTY  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires \*

5/11/20

STATE OF NEW JERSEY )  
 )  
 ) :SS  
County of Burlington )

BE IT REMEMBERED, that on this 30 day of September, 1996, before me, the subscriber, personally appeared Steve Mostak, who I am satisfied is the person named in and who executed the within Instrument, and thereupon he acknowledged that he signed, sealed and delivered the same as his act and deed, for the uses and purposes therein expressed.

Mary Ann McNulty  
Notary Public

MARY ANN McNULTY  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires \*

5/11/20

STATE OF NEW JERSEY )  
 )  
 ) :SS  
County of Burlington )

BE IT REMEMBERED, that on this 30 day of September, 1996, before me, the subscriber, personally appeared Eric Stander, who I am satisfied is the person named in and who executed the within Instrument, and thereupon he acknowledged that he signed, sealed and delivered the same as his act and deed, for the uses and purposes therein expressed.

Mary Ann McNulty  
Notary Public

MARY ANN McNULTY  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires \*

5/11/20

STATE OF NEW JERSEY )

County of Burlington ) :SS

BE IT REMEMBERED, that on this 30 day of September, 1996, before me, the subscriber, personally appeared David Salowe, who I am satisfied is the person named in and who executed the within Instrument, and thereupon he acknowledged that he signed, sealed and delivered the same as his act and deed, for the uses and purposes therein expressed.

Mary Ann McNulty  
Notary Public

MARY ANN McNULTY  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires \* 5/11/20

DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR  
WILLOWMERE HOMEOWNER'S ASSOCIATION, INC.

THIS DECLARATION made this 28th day of September, 1993, by Hovbros Corporation, a New Jersey corporation having an address at 900 Birchfield Drive, Mount Laurel, New Jersey, hereinafter referred to as the "Declarant".

WITNESSETH

WHEREAS, Declarant owns in fee simple approximately 64.5 acres in the Township of Mount Laurel, Burlington County, New Jersey, for which Declarant has received approval from the Township of Mount Laurel for the establishment of a residential community thereon, to be known as Willowmere and as described on Schedule "A" and shown on that certain Final Subdivision Plan prepared by Dennis C. Atwell & Associates, Inc. dated September 7, 1993, (the "Property"); and

WHEREAS, in accordance with the Final Subdivision Plan filed with the Clerk of Burlington County on January 27, 1994 as Map Number 05613 ("Final Subdivision Plan") the Property consists of 56 residential lots, two stormwater management lots and two open space lots together with certain easements and rights of way as more particularly set forth in the Final Subdivision Plan; and

WHEREAS, Declarant has incorporated or will cause to be incorporated under the laws of the State of New Jersey, a nonprofit corporation known or to be known as the "WILLOWMERE HOMEOWNER'S ASSOCIATION, INC." (the "Association") as the entity to perform the functions aforesaid, all of which are hereinafter more fully set forth;

NOW THEREFORE, Declarant declares that all such portions of the Property described in Schedule "A" and shown the Final Subdivision Plan shall be held, transferred, sold, conveyed, leased, occupied, and used subject to the covenants, restrictions, conditions, easements, charges, assessments, obligations, and liens hereinafter set forth and to the provisions of the Certificate of Incorporation, By-Laws, and Rules and Regulations of the Association.

## ARTICLE I. DEFINITIONS

**1.00 General.** The following words and terms, when used in this Declaration, the Certificate of Incorporation or the By-Laws of the Association, shall have the following meanings unless the context in which they are utilized clearly indicates otherwise.

**1.01. "Affiliate"** of the Declarant shall mean any entity which controls, is controlled by, or is under common control with the Declarant.

**1.02. "Association"** shall mean and refer to Willowmere Homeowner's Association, Inc.

**1.03. "Beneficial Member"** shall mean and refer to every Lot Owner other than Declarant.

**1.04. "Board of Trustees"** shall mean and refer to the Board of Trustees of the Association and any reference herein or in the Certificate of Incorporation, By-Laws 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 of Trustees and not the Beneficial Members of the Association, unless the context expressly indicates to the contrary.

**1.05. "By-Laws"** shall mean the By-Laws of the Association, a copy of which is attached hereto and made a part hereof as Schedule "B", together with all future amendments thereto.

**1.06. "Certificate of Incorporation"** shall mean the Certificate of Incorporation of the Association, a copy of which is attached hereto and made a part hereto as Schedule "C", together with all future amendments thereto.

**1.07. "Common Expenses"** shall, subject to the provisions of Article IV hereof, mean and refer to all those expenses which are incurred or assessed by the Association in fulfilling its lawful responsibilities.

**1.08. "Common Areas"** shall mean all portions of the Property that are not conveyed or intended to be conveyed to the Lot owners and specifically includes all open space lots, stormwater management lots, easements, and rights of way depicted as the Final Subdivision Plan.



**1.09. "Community"** shall mean and refer to any portion of the Property which has been subjected to or which Declarant intends to subject to the provisions of this Declaration

**1.10. "Declarant"** shall mean and refer to Hovbros Corporation, a New Jersey corporation, its successors and assigns.

**1.11. "Declaration"** shall mean and refer to this Declaration for the Willowmere Homeowner's Association, Inc. and any amendments and supplements thereto.

**1.12. "Eligible Mortgage Holder"** shall mean and refer to any Mortgage Holder holding a First Mortgage which has requested in writing that the Association provide notice of certain actions requiring the consent of a specified percentage of Eligible Mortgage Holders.

**1.14. "Final Subdivision Plan"** shall mean the Final Subdivision Plan filed with the Clerk of Burlington County on January 27, 1994 as Map Number 05613.

**1.13. "First Mortgage"** shall mean and refer to the first or paramount Mortgage which encumbers a Lot.

**1.15. "Lot"** shall mean and refer to any individual residential building lot shown on any recorded, filed subdivision map for and located within any portion of the property, together with any buildings or improvements thereon.

**1.16. "Mortgage"** shall mean and refer to any duly recorded instrument and underlying obligation giving rise to a mortgage lien upon any Lot.

**1.17. "Mortgage Holder"** shall mean and refer to the holder of record of a Mortgage or one who insures or guarantees any Permitted Mortgage.

**1.18. "Owner" or "Lot Owner"** shall mean and refer to those persons or entities in whom record fee simple title to any Lot is vested as shown in the records of the Office of the County Clerk, including the Declarant unless the context expressly indicates otherwise, but, notwithstanding any applicable theory of mortgage, shall not mean or refer to any mortgagee or trustee under a deed of trust unless and until such mortgagee or trustee under a deed of trust has acquired title to any such Lot pursuant to foreclosure proceedings or any proceeding in lieu of foreclosure, nor shall the term "Lot Owner" refer to any lessee or tenant of a "Lot Owner".

**1.19. "Permitted Mortgage"** shall mean and refer to any Mortgage that is held by an Institutional Lender or which is a purchase money First Mortgage held by the Declarant or by the seller of a Lot. It shall also include any other Mortgage, the lien of which, by the express terms of the Mortgage, is subordinate to any and all existing or future Common Expense liens imposed against lot by the Association. Any construction, permanent or other mortgage placed or assumed by the Declarant and encumbering all or any portion of the Property, including any individual Lot (or which is a purchase money Mortgage held by the declarant and which is subordinate to this Declaration or provides for the release of individual Lots from the lien of such Mortgage(s)), shall also be deemed a Permitted Mortgage.

**1.20. "Property"** shall mean and refer to those real property premises as more fully described on the Schedule "A" aforesaid, together with any land or premises shown on the Final Subdivision Plan, including any common areas.

**1.21. "Rules and Regulations"** shall mean those rules and regulations of the Association that may be duly promulgated by its Board of Trustees, together with all future amendments thereto.

## **ARTICLE II. MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION**

**2.01. Membership.** The Membership of the Association shall be comprised of two classes;

(a) **Beneficial Members:** Every Lot Owner other than Declarant whose Lot is located within the Community shall be a Beneficial Member of the Association and shall have one vote for each Lot owned.

(b) **Declarant:** For so long as Declarant owns lands within the Community, Declarant shall be a member of the Association and shall have one vote for each Lot owned.

## **ARTICLE III. PROPERTY SUBJECT TO THIS DECLARATION**

**3.01. Subject Property.** The Property described in Schedule "A" and the Final Subdivision Plan aforesaid is hereby expressly made subject to this Declaration and shall be held, transferred, sold, conveyed, leased and occupied subject to this Declaration and all amendments or supplements thereto.

**3.02. Title to Community Property.** Declarant may at its sole option: 1) retain the legal title to the whole or portions of the Property until such time as it has completed initial improvements thereon; or 2) convey legal title to the Association for the Common Areas free and clear of liens or encumbrances but subject to all terms of this Declaration.

#### **ARTICLE IV. COMMON EXPENSE ASSESSMENTS**

**4.01. Covenant To Pay Common Expense Assessments.** Every Beneficial Member, by acceptance of a deed or other conveyance for a Lot, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association such Common Expense Assessments as are set forth herein.

**4.02. Liability for Assessments.** Each Lot Owner shall be obligated to pay Common Expense Assessments for the maintenance of the Property and such other Special Assessments or Emergency Assessments pertaining to the Property as may be imposed by the Board of Trustees. These assessments, regardless of type, together with any charges, interest, and costs of collection, including reasonable attorney's fees, shall be a charge and shall constitute a continuing lien upon the Lot against which such Assessment is levied, and the personal obligation of the Owner(s) of the Lot at the time the Assessment falls due. In the case of joint ownership, all co-owners shall be jointly and severally liable. Further, the municipality shall have a continuing lien against each Lot for its pro rata share of all real estate taxes due and payable to the municipality for real estate taxes assessed against the Property. Such lien shall be apportioned equally among all Lots and shall be enforceable by the municipality in the manner provided by law with respect to the real estate taxes assessed directly against each Lot. No Lot Owner may waive or otherwise avoid liability for Common Expenses by non-use of the Property. Liens for unpaid Common Expense Assessments 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. Suit to recover a money judgment for unpaid Common Expense Assessments may be maintained without waiving the lien securing same.

**4.03. Due Date of Annual Common Expense Assessments.** Annual Common Expense assessments shall be made for a yearly period to be determined by the Board of Trustees of the Association and shall be payable in advance in monthly installments due upon the first day of each month or in such other installments and upon such other due dates as it may establish. Except as otherwise provided by Section 4.02, upon the conveyance of title to a Lot, the portion of the then current

annual Common Expense assessment payable by the new Lot Owner shall be an amount which bears the same relationship to the annual Common Expense assessment as the remaining number of months in the then current annual assessment period bears to twelve. The first annual Common Expense Assessment or portion thereof for which a new Lot Owner is liable shall be immediately due upon the closing of title to the purchaser.

**4.04. Assessment Not Made.** If an annual Common Expense Assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior year's assessment, but only after the Board is controlled by Lot Owners other than Declarant. Installments of such annual Common Expense Assessments shall due upon the time installment payment date as the prior year's installments until a new annual Common Expense Assessment is made.

**4.05. Emergency Common Expense Assessment.** In the event the annual Common Expense Assessment proves to be insufficient for an immediate need or emergency, the Board of Trustees of the Association may amend the budget and assessment and impose an emergency Common Expense Assessment. The determination of an immediate need or emergency shall be in the sole and absolute discretion of the Board of Trustees of the Association.

**4.06. Special Assessments for Association Expenses.** In addition to the Annual and Emergency Assessments herein authorized, at any time the Board of Trustees may levy against all Beneficial Members a Special Assessment for the purpose of defraying, in whole or in part, the costs of reconstruction, unexpected repair or replacement of an existing capital improvement to the Property, or for the purpose of protecting any existing Property in the event of an emergency.

**4.07. Special Assessments for Damages, Violations and Failures of Lot Owners.** If any Lot Owner or his guest, tenant, invitee, or occupant or household pet causes damage to the Property which necessitates repair thereto, or fails to maintain anything for which maintenance is his responsibility, or if the Association is required to expend monies to remedy any violations of the covenants and restrictions hereinbefore stated or the published Rules and Regulations of the Association, then the Board of Trustees may impose a Special Assessment upon the Lot Owner involved for the cost of performing such repairs or maintenance or for remedying such violations, including reasonable attorney's fees, as the case may be. Such Special Assessment shall constitute a lien against any Lot owned by such Lot Owner, but such Special Assessment in question shall not be imposed without at least ten (10) days prior written notice to the affected Lot Owner and an opportunity for the affected Lot Owner to be heard at a meeting of the Board

of Trustees.

**4.08 Late Charges and Fees.** The Board of Trustees shall have the power and authority to impose a late charge or fee in an amount determined in the sole discretion of the Board of Trustees for any payment that is not received by the due date set forth in resolution approving said assessment.

**4.09. Lot Owner's Capital Contribution.** Upon the conveyance of each Lot within the Property by the Declarant, the Lot Owner shall, at the time title transfers, shall make a non-refundable contribution of Two Hundred Dollars (\$200.00) to the general operating account established for general maintenance of the Common Areas and used as the Board of Trustees deems it necessary in the best interest of the Association.

**4.10. Declarant's Contribution to Capital Reserve.** The Declarant upon conveyance of Lot within the Property to Lot Owner, shall contribute Two Hundred Dollars (\$200.00) to the capital reserves established for the repair and replacement to the Common Areas.

**4.11 Allocation of Common Expense Assessments; Obligations of the Declarant.** The Common Expense Assessments shall be allocated equally among all Lots for which an initial Certificate of Occupancy has been issued. Until the conveyance of title to the first Lot, the Declarant shall be solely responsible for all Common Expenses. Following the first conveyance, the Owners of Lots to whom title has been conveyed shall be responsible for payment of Common Expenses assessed against their Lots. The Declarant shall be responsible for payment of all Common Expenses assessed against Lots owned by it for which an initial Certificate of Occupancy has been issued with respect to such Lot(s), in proportion to the benefit derived. The Declarant shall provide to the Township of Mt. Laurel, upon request, copies of all Certificates of Occupancy issued by the Township of Mt. Laurel to determine the responsibility for assessments as set forth in this paragraph.

**4.12 Limitation on Common Expense Assessment.** Unless approval by a two-thirds (2/3) majority of all Lot Owners at a duly authorized meeting called by the Board of Trustees, the Common Expense Assessment for any lot shall not exceed Six Hundred Dollars (\$600.00) per year. This limitation on Common Expense Assessment shall not limit the power of the Board of Trustees to levy Emergency Common Expense Assessment (paragraph 4.05), Special Assessments for Association Expenses (paragraph 4.06), or Special Assessments for Damages, Violations and Failures of Lot Owners (paragraph 4.07).

## ARTICLE V. EASEMENTS

**5.01. Lot Owner Easements.** Every Lot Owner, his successors and assigns, shall have the following perpetual easements with respect to the Property:

- (a) An exclusive easement for the existence and continuance of any encroachment by his Lot upon Property, now existing or which may come into existence hereafter as a result of construction, reconstruction, repair, shifting, settlement or movement of any portion of a Lot, or as a result of condemnation or eminent domain proceedings, so that any such encroachment may remain undisturbed so long as the Lot stands;
- (b) A non-exclusive easement for ingress to and egress from his Lot in, upon, under, over, across and through the Property;
- (c) A perpetual and non-exclusive easement for access to and enjoyment of any recreational facilities which may be constructed upon the Property.

**5.02. Declarant's Easements.** The Declarant, his respective successors and assigns, shall have the following easements with respect to the Property:

- (a) A blanket and non-exclusive easement in, upon, through, under and across the Property, for the purpose of construction, installation, maintenance and repair of any improvements to the Property, including the installation, maintenance, repair and replacement of sanitary sewer, water, storm sewer and drainage, power, gas, telephone, television, and other transmission pipes for all utilities; for ingress and egress for the use of all roadways and parking areas, and for the utilization of existing and future model Lots for sales promotion and exhibition, until the expiration of two (2) years from the date the last Lot is sold and conveyed in the normal course of business, but in no event more than fifteen (15) years from the date of recording of this Declaration. In addition, the Declarant hereby reserves the irrevocable right to enter into, upon, over or under any Lot for such purposes as may be reasonably necessary for him or his agents to service such Lot, provided that requests for entry are made in advance and that such entry is at a time reasonably convenient to the Lot Owner. In case of an emergency, such right of entry shall be immediate whether the Lot Owner is present at the time or not; and
- (b) A perpetual, blanket and non-exclusive easement in, upon, over, under, across and through the Property for surface water runoff and drainage caused by natural forces and elements, grading, and/or the improvements located upon the Property. No individual Lot Owner shall

directly or indirectly therefore with or alter the drainage and runoff patterns and systems within the Property.

(c) An easement to connect to, use and enjoy all sewer, water, power, gas, telephone, television and other transmission pipes, lines, mains, conduits, wires, poles, transformers, and any and all equipment constructed and installed across, on, over or under the property within the Property and each of the lots for the purpose of providing utility services to the Property and to each of the lots; and

(d) A perpetual, blanket and non-exclusive easement in, upon, over, under, across and through all streets, roads, driveways and walkways, provided that it does not interfere with the reasonable use thereof by the owners of other lots, for surface water run-off and drainage caused by natural forces and elements, grading and/or the improvements located upon the Property. No individual lot owner shall directly or indirectly interfere with or alter the drainage and run-off patterns and systems within any lot or the Property.

**5.03. Association Easements.** The Property shall also be subject to the following easements:

(a) The Association shall have a perpetual and exclusive easement for the maintenance of the Property, including that which presently or may hereafter encroach upon a Lot; and

(b) The Association, through the Board of Trustees or any manager, or managing agent, or their respective agents or employees shall have the perpetual and non-exclusive right of access to each Lot (i) to inspect same, (ii) to remedy any violations of the provisions of this Declaration, the By-Laws or any Rules and Regulations of the Association, and (iii) to perform any work required in connection with the maintenance, repairs or replacements of or to the Property or any equipment, facilities or fixtures affecting or serving other Lot(s) or Property; provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Lot Owner. In case of an emergency, such right of entry shall be immediate, whether the Lot Owner is present at the time or not.

**5.04. Permitted Mortgage Holder Easements.** Any Permitted Mortgage Holder, its officers, agents and employees, shall have a blanket, perpetual and non-exclusive easement to enter the Property or any part thereof to inspect the condition and repair of the Property encumbered by a First Mortgage owned by it. 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 of Trustees and the Lot Owner.

**5.05. Municipal Easement.** A blanket, perpetual and non-exclusive easement of unobstructed ingress and egress in, upon, over, across and through the Property shall exist for the benefit of the Township of Mount Laurel, its respective officers, agents and employees (but non the public in general) and all police, fire and ambulance personnel in the property performance of their respective duties, (including but not limited to emergency or other necessary maintenance, repair and/or replacement to a Lot which the Lot Owner has failed to perform), and for emergency or other necessary maintenance repair and/or replacement of the Property which the Association has failed to perform. Except in the event of emergencies, the rights accompanying the easements provided for in this subparagraph shall be exercised only during reasonable daylight hours and then, whenever practicable, only after advance notice to and with permission of the Lot Owner(s) directly affected thereby.

**5.06. Utility Easement.** Any utility company or entity furnishing utility service, including master or cable television or electronic security service to the Property, its agents and employees shall have a blanket, perpetual and non-exclusive easement to enter the Property, or any part thereof, in order to read meters, service or repair utility lines and equipment and do everything and anything else necessary in order to properly maintain and furnish utility service to the Property.

## ARTICLE VI. BY-LAWS AND ADMINISTRATION

**6.01. Administration.** The administration of the Property shall be by the Association in accordance with the provisions of the New Jersey Nonprofit Corporation Act, N.J.S.A. 15A:1-1 et seq., this Declaration, the Certificate of Incorporation, the By-Laws, the Rules and Regulations and any other agreements, documents, amendments or supplements to the foregoing which may be duly adopted or subsequently required by any institutional Lender designated by the Declarant or by any governmental or quasi-governmental agency having regulatory jurisdiction over the Property or by any title insurance company selected by Declarant to insure title to the Property.

**6.02. Declarant's Power of Attorney.** The Declarant hereby reserves for itself, its successors and assigns, for a period of Five (5) years from the date the Declarant conveys the first Lot to an individual purchase, or until the Declarant conveys title to the last Lot, whichever occurs first, the right to execute on behalf of all contract purchasers, Lot Owners, mortgagees, other lienholders or parties claiming a legal or equitable interest in the Property, any agreements, documents, amendments or supplements to this Declaration, the By-Laws, and the Certificate of Incorporation of the Association which may be required by any governmental



or quasi-governmental agency, or institutional lender or title insurance company designated by the Declarant.

(a) Appointment. By acceptance of a deed to any Lot or by the acceptance of any other legal or equitable interest in the Property, each and every contract purchaser, Lot Owner, mortgagee or other lienholder or party having a legal or equitable interest in the property does automatically and irrevocably name, constitute, appoint and confirm Declarant, its successors and assigns, as attorney-in-fact for the purpose of executing such agreements, instruments, amendments or supplements to this Declaration and other instrument(s) necessary to effect the foregoing.

(b) Limitations. No agreement, document, amendment or supplement or other instrument which adversely affects the value or substantially alters the floor plan of any Lot, or increases the financial obligations of the Lot Owner by more than ten (10%) percent of his then current annual Common Expense Assessment, or reserves any additional or special privileges for the Declarant not previously reserved, shall be made without the prior written consent of the affected Lot Owner(s) and all owners of any mortgage(s) encumbering the affected Lot(s). Any such agreement, document, amendment or supplement or other documents which adversely affects the priority or validity of any mortgage which encumbers any Lot shall not be made without the prior written consent of the owners of all such mortgages.

(c) Duration. The power of attorney aforesaid is 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 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 powers. Said power of attorney shall be vested in the Declarant, its successors and assigns until he or they effectuate the initial conveyance of all Lots in accordance with the first paragraph of this section. Thereafter, said power of attorney shall automatically vest in the Association and may be exercised by its Board of Trustees.

## **ARTICLE VII. RESTRICTIONS**

The Declarant declares that the Property shall be subject to all covenants, restrictions and easements of record and to the following restrictions and covenants, all of which shall be perpetual in nature and run with the land:

(a) Each Lot Owner shall be responsible for the maintenance, repair and replacement of all buildings and improvements, including fences and walls, on its lot so as to maintain them in a condition that is consistent with their original condition and with all governmental ordinances, statutes, rules and regulations.

(b) Each Lot Owner shall be required to maintain all lawns, shrubbery, trees, flowers, bushes, ground cover, gravel, wood chips and other landscaping elements that are located on the lot owned by the Lot Owner. Any dead or dying materials must be removed and replaced with plantings of similar quality and/or design by the Lot Owner.

(c) No radio or television antenna, aerial or satellite dish, shall be erected or installed in, or upon, any lot, building, driveway, walkway, road or street.

(d) No Lot Owner shall have the right to alter or change the appearance of any portion of the exterior of any building in a way that is not consistent with the condition of any such building on the date on which the lot on which it is located was conveyed to that Lot Owner by the Declarant. Any new improvement or structure made or constructed by a Lot Owner shall be compatible with the structural design, characteristics and finishes of the structure and improvements constructed by Declarant, (i.e. fireplace chimney, storage sheds, greenhouses, etc.). All storm and screen windows and storm/screen doors must be of the same color as window frames as originally completed and installed by Declarant). All additions, alterations and improvements made by any Lot Owner shall be in strict conformance with all municipal ordinances and all applicable statutes, rules and regulations (local, county, state and federal). All storm/screen doors must be either a half view or full view door without ornamentation.

(e) In order to implement the restrictions contained in this Declaration an Architectural Review Board shall be established as follows:

(1) **ARCHITECTURAL CONTROL:** The Architectural Review Board shall consist of three Members of the Board of Trustees (appointed by the President of the Board) and shall regulate the external design, appearance, use, location and maintenance of the Properties and of Improvements thereon, in such manner as to preserve and enhance values and to maintain a harmonious relationship among structures and the natural vegetation and typography. The Board shall take into consideration the compatibility of

the external design, appearance, use, location and maintenance of the Property with that of the surrounding Properties and use. No improvements, alterations, repairs, change of paint colors, excavations, changes in grade, changes in use or other work which in any way alters the exterior of any Property or the improvements located thereon from its state existing on the date such Property was first conveyed by the Declarant to the Lot Owner, shall be made or done without the prior approval of the Architectural Review Board except as otherwise expressly provided in this Declaration. No building, fence, wall, resident or other structure shall be commenced, erected, maintained, improved, altered, made or done without the prior written approval of the Architectural Review Board.

(2) **ENFORCEMENT PROCEDURES:** In the event a member fails to obtain Architectural Review Board approval prior to commencing any improvement, change or alteration to the Property, or any Member who proceeds to make any change, alteration or improvement contrary to the approval as granted by the Architectural Review Board, the Association may take disciplinary action against any member of the Association for breach of any By-Law, Rule or Regulation or Architectural Control as provided herein. Disciplinary action authorized hereunder shall consist of the following:

A fine not to exceed \$500.00 for each breach of By-Law, Rule or Regulation or Architectural Control.

Prior to any disciplinary action being taken, the Member shall be informed of the violation via certified mail and given 10 days to comply and/or remedy violation.

At the conclusion of the 10 day period, the Member shall be advised in writing of the fine to be imposed.

Fines shall be treated as a special additional assessment on the Member and if not paid in accordance with the provisions herein provided, shall constitute lien against said unit in favor of the Association.

Failure to pay any fine within 15 days after imposition thereof shall constitute a separate offense in the form of an additional fine.

In addition to the remedies specified herein, a member shall be liable to the Association for attorney's fees incurred in enforcing the By-Law, Rule or Regulation or Architectural Control.

(f) Nothing shall be done to, or on, any Lot which will impair the structural integrity of any building or improvement that is located on that Lot or any other lot.

(g) All driveways, walkways, streets and roads shall be used only for the furnishing of the services and facilities for which they are reasonably intended and suited and which are incidental to the use and occupancy of the lots. Sidewalks must be kept clean, by the individual lot owner, of all debris, grass clippings, snow, ice and obstructions.

(h) No Lot Owner shall build, plant, or maintain any matter or thing upon, in, over or under any driveway, walkway, road or street.

(i) No vehicle of a size larger than a family van and no mobile home, recreation vehicle, boat, or any type of commercial vehicle, or the like shall be parked on any lot or driveway, except for those vehicles temporarily on a lot for the purpose of constructing or repairing any building or improvement. Nothing in this paragraph shall prohibit the storage of a motor vehicle or boat in the garage.

✓(j) No fence, wall or other obstruction shall be constructed between the front of the building and the curb.

(k) No Lot Owner shall substitute another material for the material used by the Declarant in the construction of the exterior or walls of the house to be built, or which has been constructed on his Lot.

(j) Any changes or alterations to the exterior color of the home from the color selection or painted exterior existent at the time of original conveyance of title by the Declarant, must maintain the same aesthetic integrity as set forth originally.

(k) Grass shall be regularly mowed and trimmed.

(l) Fencing may be erected on a lot in accordance with the following criteria:

(i) All fencing shall be wood and not exceed 6 feet in height and must conform to current municipal ordinances. By way of illustration, no lot owner shall erect a cyclone fence or a fence consisting of wire or plastic mesh. Fencing must be maintained in "as new condition".

✓(ii) Fencing shall have a 2-inch minimum clearance from the ground, and must not interfere with surface grading so as to impede surface water run-off.

(m) To the extent that equipment, facilities or fixtures within any lot shall be connected to similar equipment, facilities or fixtures affecting or serving other lots, the use thereof by the individual lot owners shall not be such as would interfere with the use of the other Lot Owner(s).

(n) Each lot owner shall maintain the surface grading of his lot so as to expedite the surface water run-off from his lot and any adjoining lot. No lot owner may block or alter the surface water run-off on, through, or across his lot. By way of illustration and not exclusion, no patio, berm, storage shed or other such impediment, shall be erected in or on any drainage way as shown on the improved Drainage Plan for the project which will alter or impede the proper flow of drainage. Site as-built will be prepared for the entire project and submitted to the Township Engineer to be kept as a matter of public record when the entire project is complete. This will be utilized in determining if any grading has been altered, should a question or problem arise in the future.

(o) Any Lot Owner may request a waiver or an interpretation of the requirement of this Article VII. Said application for waiver or interpretation shall be made to the Architectural Review Board and decided by majority vote.

## **ARTICLE VIII. PROTECTIVE PROVISION FOR THE BENEFIT OF ELIGIBLE MORTGAGE HOLDERS**

**8.01. Prior Written Approval of 51% of Eligible Mortgage Holders.** Despite anything contained in this Declaration to the contrary, the prior written approval of at least fifty-one (51%) percent of the Eligible Mortgage Holders is required for any material amendment to this Declaration or to the By-Laws or Certificate of Incorporation, including, but not limited to, any amendment which would change any provision relating to:

- A. reserves for maintenance, repair and replacement of the Property;
- B. responsibility for maintenance and repairs;
- C. expansion or contraction of the Property, or the addition, annexation or withdrawal of land to or from the Property (except as contemplated by Article III of this Declaration);
- D. insurance or fidelity bonds;
- E. leasing of Lots;
- F. imposition of any restrictions upon a Lot Owner's right to sell or transfer his Lot;
- G. a decision by the Association to establish self-management rather than professional management;

- H. restoration or repair of the Property (after damage, destruction or condemnation) in a manner other than that specified in this Declaration;
- I. any provisions that expressly benefit Eligible Mortgage Holders; or
- J. assessment allocations, assessment liens or subordination of assessment liens.

**8.02. Notice of Non-Material Amendment.** Any Eligible Mortgage Holder shall be entitled to receive thirty (30) days advance written notice from the Association, to be sent postage pre-paid, certified mail, return receipt requested, of any proposed non-material amendment to this Declaration, the By-Laws or the Certificate of Incorporation of the Association. Such notice shall include a copy of the proposed change. Service shall be deemed effective upon the Association's placement of the notice in the United States Postal Service with sufficient postage.

**8.03. Notice.** Any Eligible Mortgage Holder shall be entitled to timely written notice of:

A. any condemnation or casualty loss that affects either a material portion of the Property or of the Lot security the Eligible Mortgage Holder's Mortgage; and no Lot Owner or other party shall have priority over such Eligible Mortgage Holder with respect to the distribution to such Lot(s) of the proceeds of any condemnation award or settlement, in the event of condemnation, or with respect to the distribution to such Lot(s) of any insurance proceeds in the event of casualty loss;

B. any sixty (60) day delinquency in the payment of Common Expense Assessment installments or other assessments or charges owed to the Association by a Lot Owner of any Lot on which the Eligible Mortgage Holder holds a Mortgage;

C. a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and

D. any proposed action that requires the consent of a specified percentage of Eligible Mortgage Holders.

**8.04. Common Expense Lien Subordinate.** A lien the Association may have on any Lot for the payment of Common Expense Assessments attributable to any Lot is subordinate to the lien or equivalent security interest of any First Mortgage on the Lot recorded prior to the date any such Common Expense Assessment became due.

**8.05. Maintenance and Inspection of Records.** The Association shall maintain current copies of this Declaration, the Certificate of Incorporation, By-Laws and the Rules and Regulations of the Association, and any respective amendments and/or supplements thereto, as well as its own books, records and financial statement available for inspection by Lot Owners and Mortgage Holders. Any Mortgage Holder shall upon prior written request: (i) be permitted to inspect the documents, books and records of the Association during normal business hours; and (ii) receive an annual audited financial statement of the Association within ninety (90) days following the end of any fiscal year of the Association.

**8.06. Liability for Common Expense Assessments.** Any Mortgage Holder that obtains title to a Lot as a result of foreclosure of the First Mortgage; or by deed or assignment in lieu of foreclosure, or any purchaser in a foreclosure sale, or their respective successors and assigns, is not liable for the share of Common Expenses or other assessments by the Association pertaining to such Lot or chargeable to the former Lot Owner which became due prior to acquisition of title. Such unpaid share of Common Expenses and other assessments shall be deemed to be Common Expenses collectible from all of the remaining Lot Owners including such acquire, his successors and assigns.

**8.07. Management Agreements.** The terms of any management agreement for the Property shall not exceed two (2) year and shall provide for the Association's ability to terminate same, without penalty and with or without cause, or not greater than ninety (90)days notice.

**8.08. Common Expense Default.** Despite the absence of any express provision to such effect in any Mortgage instrument, in the event that there is any default in the payment of any installment of any assessment with respect to any Lot, any Mortgage Holder holding a Mortgage which encumbers such Lot shall be entitled to declare such Mortgage in default in the same manner that is permitted by such Mortgage with respect to any default in the payment of real estate taxes.

## **ARTICLE IX. DECLARANT'S RIGHTS AND OBLIGATIONS**

**9.01. Ratification, Confirmation and Approval of Agreements.** The fact that some or all of the officers, Trustees, Members or employees of the Association and the Declarant may be identical, and the fact that the Declarant or its nominees, have heretofore or may hereafter enter into agreements with the Association or with third parties, will not invalidate any such agreements and the Association and its Members, from time to time, will be obligated to abide by and comply with the terms and conditions thereof. The purchase of a Lot, and the acceptance of the Deed therefor by any party, shall constitute the ratification, confirmation and approval by such purchaser, his heirs, legal representatives, successors and

assigns, of the propriety and legality of said agreements or said agreement, or any other agreements authorized and permitted by this Declaration, the Certificate of Incorporation or the By-laws.

**9.02. Rights Reserved to the Declarant.** Despite anything to the contrary herein or in the Certificate of Incorporation or By-Laws of the Association, the Declarant hereby reserves for itself, its successors and assigns, for so long as it owns one or more Lots in the Property, the right to sell, lease, mortgage or sublease any unsold Lots.

**9.03. Transfer of Special Declarant's Rights.** No special rights created or reserved to the Declarant under this Declaration ("Special Declarant's Rights") may be transferred except by an instrument evidencing the transfer recorded in the Office of the Clerk of Burlington County, New Jersey. The instrument shall not be effective unless executed by the transferee.

**9.04. Liability of Transferor.** Upon transfer of any Special Declarant's Right, the liability of the transferor is as follows:

(a) A transferor is not relieved of any obligation or liability arising before the transfer and remains liable for warranty obligations imposed upon him. Lack of privity does not deprive any Lot Owner of standing to bring an action to enforce any obligation of the transferor.

(b) If a transferor retains any Special Declarant's Right or if a successor to any such Special Declarant's Right is an Affiliate of the Declarant, the transferor is subject to liability for all obligations and liabilities imposed on a Declarant 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 Subject Property.

(c) A transferor who retains no such Special Declarant's 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's Right by a successor who is not an Affiliate of the transferor.

**9.05. Transfer of Rights Requested.** Unless otherwise provided in a mortgage instrument or deed of trust, in case of foreclosure of a mortgage, sale by a trustee under a deed of trust or sale under any bankruptcy or receivership proceedings of any Lots owned by Declarant in the Property, a person acquiring title to all the Lots being foreclosed or sold, but only upon his request, succeeds to all such special Declarant's Rights or only to any such Special Declarant's Rights to maintain models, sales offices and signs. The Judgment or instrument conveying title shall provide for transfer of only the Special Declarant's Rights requested.



**9.06. Foreclosure, Bankruptcy, Receivership.** Upon foreclosure, sale by a trustee under a deed of trust or sale under any bankruptcy or receivership proceedings of all Lots in the Property owned by the Declarant, unless the judgment or instrument conveying title provides for transfer of all special Declarant's Rights to a successor to Declarant:

- (a) The Declarant ceases to have any Special Declarant's Rights, and
- (b) The period of Declarant control terminates.

**9.07. Liability of Successors.** The liabilities and obligations of persons who succeed to all Special Declarant's Rights are as follows:

(a) A successor to all Special Declarant's 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.

(b) A successor to all such Special Declarant's Rights, other than a successor described in paragraph (c) or (d) hereof who is not an affiliate or Declarant, is subject to all obligations and liabilities imposed upon Declarant by law or the Declaration, but he is not subject to liability for misrepresentations or warranty obligations on improvements made by any previous Declarant or made before the Property was created or for a breach of fiduciary obligation by any previous Declarant.

(c) A successor to only a Special Declarant's Right to maintain models, sales offices and signs, if he is not an Affiliate of Declarant, may not exercise any other Special Declarant's Right, but is not subject to any liability or obligation as a Declarant.

(d) 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 subparagraph (c) aforesaid may declare his intention in a recorded instrument to hold those rights solely for transfer to another party. Thereafter, until transferring all such Special Declarant's Rights to any person acquiring title to any Lot owned by the successor, or until recording an instrument permitting exercise of all those rights, that successor may not exercise any of those rights other than the right to control the Board for the duration of any period of Declarant's control, and any attempted exercise of those rights is void. So long as a successor Declarant may not exercise special rights under this subparagraph he is not subject to any liability or obligation as a Declarant other than liability for his own acts and omissions under the Declaration.

(e) Nothing in this paragraph subjects any successor to a Special Declarant's Right to any claim against or other obligations of a transferor other than claims and obligations arising under the Declaration.

## ARTICLE X. GENERAL PROVISION

**10.01. Duration.** The provisions of this Declaration shall be perpetual in duration, shall run with and bind all of the land included in the Property and shall inure to the benefit of and be enforceable by the Association and the Lot Owners, their respective successors, assigns, heirs, executors, administrators, and personal representatives, except that the covenants and restrictions set forth in Article VII shall have an initial term of forty years from the date this Declaration is recorded in the office of the Burlington County Clerk, at the end of which period such covenants and restrictions shall automatically be extended for successive periods of ten (10) years each, unless at least two-thirds (2/3) of the Lot Owners at the time the expiration of the initial period or of any extension period shall sign an instrument or instruments (which may be in counterparts) in which they shall agree to change said covenants and restrictions in whole or in part; but no such agreement shall become binding unless written notice containing the terms of the proposed agreement is sent to every Owner at least ninety (90) days in advance of the action taken in authorizing said agreement; and, in any event, any changes concerning any such agreement shall not become effective and binding until three (3) years after the recording of the fully executed instrument or instruments containing such agreement, and provided further, that in no event may the Property be conveyed to any third person, firm or corporation without the express consent, by ordinance, of the governing body of the Township of Mount Laurel (or such municipal corporation or other governmental entity as may then have zoning and subdivision jurisdiction over the Property). Nor shall any amendment reduce in anyway the responsibility of the Association to maintain and repair the Common Areas.

**10.02. Amendment of Declaration.** Except as otherwise expressly provided herein, this Declaration may be amended at any time after the date thereof by a vote of Delegates representing at least sixty-seven (67%) of all Lot Owners, at any meeting of the Association held in accordance with the provisions of the By-Laws. No amendment shall be effective until recorded in the Office of the Clerk of Burlington County, New Jersey. This paragraph is by way of supplement to and not in derogation of the powers of amendment reserved to the Declarant pursuant to Article VI hereof. In the alternative, an amendment may be made by an agreement signed and acknowledged by all of the Lot Owners in the manner required for the execution of a deed, and such amendment shall be effective when recorded in the Office of the Clerk of Burlington County, New Jersey. Despite the foregoing, any amendment so requiring it under the provision of Article VIII shall also have the prior written approval of fifty-one (51%) percent of the Eligible Mortgage Holders.

**10.03. Enforcement.** Enforcement of this Declaration shall be by any appropriate proceeding in law or equity in any court or administrative tribunal having jurisdiction, against any person or persons, firm or corporation violating or attempting to violate any covenant herein contained; either to restrain or enjoin such violation or threatened violation or to recover damages; and against any Owner to enforce any lien created by this Declaration in any covenant herein contained. Failure by the Association or any Beneficial Member thereof to enforce any covenant herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right to enforce the same thereafter.

In the event the Property is not maintained in reasonable order and condition, the Township of Mount Laurel shall have the right to enter upon and maintain any portion of that Property. The assumption of such maintenance responsibility shall be in accordance with the procedure set forth in N.J.S. 40:d-43(b). The cost of same shall be assessed, enforced and collected in accordance with the provisions of N.J.S. 40:55D-43(c). Despite any limitations as to the applicability of N.J.S. 40:55D-43(b) and (c) aforesaid to the maintenance of open space and stormwater management, provisions of this paragraph shall be deemed to apply to all maintenance obligations as set forth in this Declaration. The cost of such maintenance by the municipality shall be assessed pro rata against the Owners of each Lot affected thereby and shall become a lien and tax on each such Lot, and shall be enforceable by the Township of Mount Laurel in the manner provided by law with respect to real estate taxes assessed directly against each Lot.

**10.04 Validity.** The invalidity of any provisions of this Declaration, the Certificate of Incorporation or By-laws of the Association shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration or the Certificate of Incorporation or By-Laws and, in the event of a Declaration of invalidity all of the other provisions of this Declaration and said Certificate of Incorporation and By-Laws shall continue in full force as if such invalid provisions had never been included.

**10.05. Waiver.** No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce it, irrespective of the number of violations or breaches which may occur.

**10.06. 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.

**10.07. Rule Against Perpetuities.** If any provision of this Declaration or the By-Laws 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 George Herbert Walker Bush, President of the United States of America, plus twenty-one (21) years thereafter.

**10.08. Schedules.** Attached hereto and made a part hereof are the following schedules:

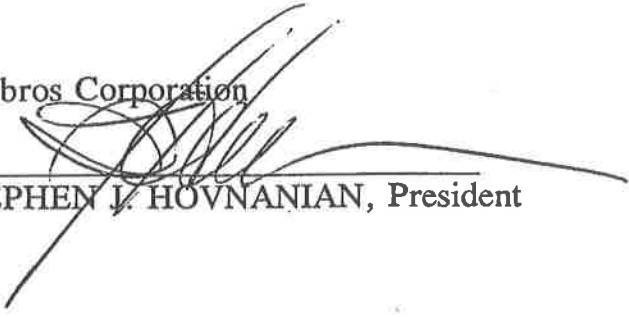
SCHEDULE "A" - Legal Description

SCHEDULE "B" - By-Laws of Willowmere Homeowner's Association, Inc.

SCHEDULE "C" - Certificate of Incorporation of Willowmere Homeowner's Association, Inc.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed the day and year first above written.

Hovbros Corporation

  
STEPHEN J. HOVNANIAN, President


{SEAL}

ATTEST:

  
PETER J. HOVNANIAN

STATE OF NEW JERSEY)  
: ss.  
COUNTY OF CAMDEN )

BE IT REMEMBERED, that on this 28<sup>th</sup> day of September 1993, before me the subscriber, personally appeared Stephen J. Hovnanian who, I am satisfied, is the person who signed the within instrument as President of Hovbros Corporation, the corporation named therein and he thereupon acknowledged that the said instrument made by the corporation and sealed with its corporate seal, was signed, sealed with the corporate seal and delivered by him as such officer and is the voluntary act and deed of the corporation, made by virtue of authority from its Board of Directors.

  
Notary Public

ARLENE A. VALENTINO  
NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES MARCH 31, 1997

...FVTDECLARAT.FVT (1z; 8/19/93)  
9/28/93jad

DENNIS C. ATWELL & ASSOCIATES, INC.  
 SURVEYING - PLANNING - ENGINEERING  
 804 Birchfield Drive, Mount Laurel, New Jersey 08054  
 (609) 866 - 9595 / Fax (609) 866 - 9771

DESCRIPTION OF PROPERTY  
 LOT 27, BLOCK 1000.01  
 MT. LAUREL TOWNSHIP, NJ

APRIL 21, 1993  
 Revised Sept. 28, 1993

BEING ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATE  
 IN THE TOWNSHIP OF MOUNT LAUREL, BURLINGTON COUNTY AND STATE  
 OF NEW JERSEY BEING BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTERLINE OF ELBO LANE (WIDTH  
 VARIES), SAID POINT BEING THE DIVISION LINE BETWEEN LOT 26 &  
 27 IN BLOCK 1000.01 ON THE CURRENT TAX MAP OF THE TOWNSHIP OF  
 MT. LAUREL. SAID POINT ALSO BEING S 64°19'06" E. A DISTANCE  
 OF 1372.78' FROM THE CENTERLINE INTERSECTION OF AMARYLLIS  
 BOULEVARD (80' WIDE) AND ELBO LANE; THENCE.

1. S 64°19'06" E, ALONG THE CENTERLINE OF ELBO LANE, A  
 DISTANCE OF 534.84' TO A POINT; THENCE
2. S 28°46'42" E, A DISTANCE OF 1074.98' TO A POINT; THENCE
3. S 65°32'55" E, A DISTANCE OF 1327.64' TO A POINT IN THE  
 CENTERLINE OF HAINESPORT-MT. LAUREL ROAD (WIDTH VARIES);  
 THENCE
4. S 55°21'00" W, ALONG THE CENTERLINE OF HAINESPORT-MT.  
 LAUREL ROAD, A DISTANCE OF 851.24' TO A POINT; THENCE
5. N 54°07'00" W, A DISTANCE OF 911.83' TO A POINT; THENCE
6. S 35°44'00" W, A DISTANCE OF 251.30' TO A POINT; THENCE
7. N 41°10'26" W, A DISTANCE OF 97.64' TO A POINT; THENCE
8. N 75°37'00" W, A DISTANCE OF 324.06' TO A POINT; THENCE
9. N 50°28'23" W, A DISTANCE OF 886.70' TO A POINT; THENCE
10. S 53°29'17" W, A DISTANCE OF 637.57' TO A POINT IN THE  
 CENTERLINE OF THE NORTH BRANCH OF PENNSAUKEN CREEK;  
 THENCE
11. N 39°02'31" W, ALONG THE CENTERLINE OF SAID NORTH BRANCH  
 OF PENNSAUKEN CREEK, A DISTANCE OF 12.66' TO A POINT IN  
 SAME; THENCE
12. N 53°20'36" W, ALONG SAME, A DISTANCE OF 40.00' TO A  
 POINT; THENCE

13. N 35°01'39" W, ALONG SAME, A DISTANCE OF 11.83' TO A POINT; THENCE
14. N 10°31'51" W, ALONG SAME, A DISTANCE OF 53.92' TO A POINT; THENCE
15. N 33°58'25" W, ALONG SAME, A DISTANCE OF 17.43' TO A POINT; THENCE
16. N 55°13'50" W, ALONG SAME, A DISTANCE OF 14.87' TO A POINT; THENCE
17. N 74°52'44" W, ALONG SAME, A DISTANCE OF 32.42' TO A POINT; THENCE
18. N 58°09'47" W, ALONG SAME, A DISTANCE OF 13.56' TO A POINT; THENCE
19. N 26°22'28" W, ALONG SAME, A DISTANCE OF 20.58' TO A POINT; THENCE
20. N 11°32'42" W, ALONG SAME, A DISTANCE OF 46.88' TO A POINT; THENCE
21. N 27°01'02" W, ALONG SAME, A DISTANCE OF 31.75' TO A POINT; THENCE
22. N 03°59'53" W, ALONG SAME, A DISTANCE OF 26.11' TO A POINT; THENCE
23. N 08°07'49" W, ALONG SAME, A DISTANCE OF 26.74' TO A POINT; THENCE
24. N 18°45'32" W, ALONG SAME, A DISTANCE OF 15.68' TO A POINT; THENCE
25. N 44°22'14" W, ALONG SAME, A DISTANCE OF 18.00' TO A POINT; THENCE
26. N 72°39'35" W, ALONG SAME, A DISTANCE OF 37.70' TO A POINT; THENCE
27. N 10°15'25" W, ALONG SAME, A DISTANCE OF 18.05' TO A POINT; THENCE
28. N 43°55'54" E, LEAVING THE AFOREMENTIONED CENTERLINE OF NORTH BRANCH OF PENNSAUKEN CREEK, A DISTANCE OF 1673.41' TO A POINT IN THE CENTERLINE OF ELBO LANE AND PLACE OF BEGINNING.

CONTAINING 65.5 PLUS OR MINUS ACRES EXCL. R.O.W.

BEING KNOWN AS LOT 27 IN BLOCK 1000.01 AS SHOWN ON THE CURRENT TAX MAP OF THE TOWNSHIP OF MT. LAUREL.

BY-LAWS  
OF  
WILLOWMERE HOMEOWNER'S ASSOCIATION, INC.

ARTICLE I  
NAME AND LOCATION

The name of the corporation is Willowmere Homeowner's Association, Inc., hereinafter referred to as the "Association". The initial principal office of the corporation shall be located at 900 Birchfield Drive, Mount Laurel, New Jersey 08054; but meetings of members and trustees may be held at such places as may be designated by the Board of Trustees.

ARTICLE II  
SEAL

The corporate seal of the Association shall be in circular form and shall bear the name of the Association and such other language as is required by the laws of New Jersey.

ARTICLE III  
DEFINITIONS

Wherever words are used herein which have a specific meaning in the Declaration of Covenants and Restrictions ("Declarations"), such definitions shall apply herein as well.

ARTICLE IV  
MEETING OF MEMBERS

Section 1.

Annual Meetings. The first annual meeting of the members shall be held on the first Monday of August, 1994 and each subsequent regular annual meeting of the members shall be held on the first Monday of August of each year thereafter, at the hour of 7:30 p.m. or such other date and hour fixed by the Board of Trustees. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2.

Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Trustees, or upon written request of one-tenth of the owners.

Section 3.

Proxies. Each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease after one year.

Section 4.

Method of Voting. Questions to be submitted to the members may be decided at a meeting or by ballot vote, by mail at polling places designated by the Board. The Board shall determine, by resolution, the method of voting and given notice thereof as provided herein.

ARTICLE V  
BOARD OF TRUSTEES

Section 1.

Number. The affairs of the Association shall be managed by a Board of five (5) Trustees, who need not be members of the Association. The initial Board of Trustees shall be appointed by the Declarant and continue to serve until the First Annual meeting of the members.

Section 2.

Composition and Term.

The initial Board of Trustees shall be appointed by the Declarant and serve until the first annual meeting. Thereafter, Trustees shall be elected or appointed, as the case may be, in accordance with the following schedule:

1. Within sixty (60) days after conveyance of 25% of the lots, not less than 25% of the members of the Board of Trustees shall be elected by owners other than the Declarant; the balance of the Board of Trustees shall be appointed by the Declarant.
2. Within sixty (60) days after conveyance of 50% of the lots, not less than 40% of the members of the Board of Trustees shall be elected by the owners other than the Declarant; the balance shall be appointed by the Declarant;
3. Within sixty (60) days after conveyance of 75% of the lots, the Declarant's control of the Board of Trustees shall terminate at which time the owners shall elect the Board of Trustees provided however that the Declarant retain its right to vote as an owner of any lot not conveyed to a lot owner.



- (b) Notwithstanding 1, 2 and 3 above, the Declarant may retain one member of the Board of Trustees so long as there are any Lots remaining unsold in the regular course of business.
- (c) In calculating the above percentages, it is presumed that they are calculated on the basis of the fifty-six (56) Building Lots entitled to membership in the Association.
- (d) The Declarant may surrender control of the Board of Trustees of the Association prior to the time as specified, provided the Lot Owners agree by a majority vote to assume control.
- (e) Upon the assumption by the owners of control of the Board of Trustees of the Association, the developer shall forthwith deliver to the Association all items and documents pertinent to the Association such as, but not limited to, the recorded declaration of covenants and restrictions, documents of creation of the Association, By-Laws, 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.
- (f) The Association, when controlled by the owners, shall not take any action that would be detrimental to the sales of Lots by the developer and shall continue the same level of maintenance, operation and services as immediately prior to their assumption of control, until the last unit is sold.
- (g) The developer shall not be permitted to cast any votes allocated to unsold lots, in order to amend the By-Laws or any other document for the purposes of changing the permitted use of a lot, or for the purpose of reducing the common areas.

Notwithstanding anything contained herein to the contrary, the Declarant's right to appoint members to the Board of Trustees shall terminate on December 31, 1996.

### Section 3.

Method of Nomination. Candidates for election shall file a petition of candidacy, signed by not less than ten (10) members, with the Elections Committee at least thirty-five (35) days before the annual meeting. The Elections Committee shall provide all members with a ballot containing the names of all bona fide candidates with the notice of the annual meeting.

### Section 4.

Method of Election. Election shall be by secret written ballot in accordance with the procedures established by the Board of Trustees and implemented by the Elections Committee. The balloting for trustees shall be in accordance with the procedures established by the election committee but in no event shall balloting occur

less than thirty (30) days prior to the annual meeting. The members may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provision of the Declaration of Covenants and Restrictions. Cumulative voting is not permitted. Those persons receiving the largest number of votes shall be elected and their term shall commence at the next regularly scheduled annual meeting.

Section 5.

Resignation and Removal. The unexcused absence of a Trustee from three (3) consecutive regular meetings of the Board shall be deemed a resignation. Any elected Trustee may be removed from the Board, with or without cause, by a two-third (2/3) majority vote of the membership of the Association.

Section 6.

Vacancies. In the event of death, resignation or removal of an elected Trustee, his successor shall be selected by the remaining elected Trustee(s) and shall serve for the unexpired term of his predecessor.

Section 7.

Compensation. No Trustee shall receive compensation for any service he may render to the Association. However, any Trustee may be reimbursed for his actual expenses incurred in the performance of his duties.

ARTICLE VI  
MEETINGS OF THE BOARD OF TRUSTEES

Section 1.

Regular Meetings. Regular meetings of the Board of Trustees shall be held on the following dates:

- (a) The Board of Trustees shall meet at least once a calendar quarter.

All meetings of the Board shall be held at 8:00 p.m. at 900 Birchfield Drive, Mt. Laurel, New Jersey.

The date, place and hour of any Board meeting may be fixed from time to time by resolution of Board.

A written notice of all meetings shall be mailed to all members three (3) days in advance of any meeting by the Secretary of such Board. The initial location of the Association bulletin board shall be at 900 Birchfield Drive, Mt. Laurel, New Jersey, and may be relocated by resolution of the Board of Trustees.

All meetings of the Board shall be open to any member for observation.

Section 2.

Special Meetings. Special meeting of any Board shall be held when called by the President of the Association, by its chairperson, or by any two members of such Board after not less than three (3) days notice to each member of the Board.

Section 3.

Quorum. A majority of the members of the Board shall constitute a quorum for the transaction of business, except in no event shall a quorum be less than three (3) members.

Section 4.

Executive Sessions. The President of the Association may call the Board into executive session on matters of personnel or for hearings on infractions of published rules and regulations. Any action taken by the Board in executive session shall be open for member observation.

Section 5.

Action Taken Without a Meeting. The Trustees shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Trustees. Any action so approved shall have the same effect as though taken at a meeting of the Trustees.

Section 6.

Records of Meetings. The minutes of all Board meetings shall be kept by the Secretary of such Board. The Secretary of the Board shall also tape record all meetings of such Board. All tapes will be held for a period of one year by the Secretary of the Board of Trustees at the Association office.

The Board of Trustees shall cause to be kept a complete record of all its corporate affairs including the Book of Resolutions, papers and records of the Association, including financial records. Any member or institutional holder of a first mortgage on any living unit may inspect the records of the Association as described herein during normal business hours (as established by the Association) at the principal office of the Association. Members and mortgagees shall give twenty-four (24) hours advance notice of intent to inspect the Association records.

**ARTICLE VII**  
**POWERS AND DUTIES OF THE BOARD OF TRUSTEES**

**Section 1.**

**Powers.** The Board of Trustees shall have power to:

- (a) Exercise for the Association all powers, duties and authority vested in or delegated to this Association by law, the Declaration of any Supplementary Declaration, and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation or the Declaration.
- (b) Employ a manager, an independent contractor, or such other employee as they deem necessary, and to prescribe their duties in accordance with the Governing Documents and the Management Standards.
- (c) Borrow money for the purpose of improving the Common Areas and, in aid thereof, to mortgage said properties, subject to the provisions of the Declaration of Covenants and Restrictions and the approval of the membership as set forth herein.
- (d) Subject to the Declaration of Covenants and Restrictions or other instruments of creation, the Association may do all that it is legally entitled to do under the laws applicable to its form of organization.
- (e) The Association shall discharge its powers in a manner that protects and furthers the health, safety and general welfare of the residents of the community.
- (f) The Association shall provide a fair and efficient procedure for the resolution of disputes between individual unit owners and the Association, and between different unit owners, that shall be readily available as an alternative to litigation.

**Section 2.**

**Duties.** It shall be the duty of the Board of Trustees to:

- (a) Adopt and publish rules and regulations to implement the provisions of this Declaration including fees, if any, governing the use of the Common Area, and the personal conduct of the members and their guest(s) thereon, and to include these in the Book of Resolutions. The enforcement of the Rules and Regulations shall be in accordance with Exhibit "A" which procedures may be amended by the Board of Trustees as it deems proper.
- (b) Suspend the right to use the recreational facilities of an owner during any period in which such owner shall be in default for more than thirty (30) days after notice in the payment of any assessment levied by the Association. Such right may also be suspended for members, after notice and hearing, for a period not to exceed sixty (60) days, for infraction of the Declaration of the Book of Resolutions.

- (c) Cause to be kept a complete record of all its corporate affairs including the Book of Resolutions, make such records available for inspection by any member or his agent, and present an annual statement thereof to the members.
- (d) Supervise all officers, agents and employees of the Association and see that their duties are properly performed.
- (e) Adopt and follow procedures for adoption and publication of Board resolutions to be in the Book of Resolutions, including the provision for hearing and notice to members for resolutions on rules, the annual budget and other matters affecting the rights of members.
- (f) Designate depositories for Association funds, designate those officers, agents and/or employees who shall have authority to withdraw funds from such accounts on behalf of the Association, and cause such persons to be bonded, as it may deem appropriate.
- (g) Establish architectural standards for the Properties in accordance with the Book of Resolutions procedures.
- (h) Fix annual general and special assessments at an amount sufficient to meet the obligations imposed by the Declaration and all Supplementary Declarations.
- (i) Annually set the date(s) assessments are due, decide what, if any, interest rate is to be applied to assessments which remain unpaid thirty (30) days after they become due;
- (j) Send written notice of each assessment to every owner subject thereto at least thirty (30) days in advance of the due date of the annual assessment or first installment thereof.
- (k) Cause the lien against any property for which assessments are not paid within thirty (30) days after due date to be foreclosed or cause an action at law to be brought against the owner personally obligated to pay same.
- (l) Cause the Common Areas to be maintained.
- (m) Enter into mortgage agreements and obtain capital debt financing subject to the provisions of the Declaration.
- (n) Appoint such committees as prescribed in Article IX.
- (o) Carry out the duties herein enumerated and any others not herein specifically referred to but contained in the Declaration, any Supplementary Declarations, and the Articles of Incorporation of Willowmere Homeowner's Association, Inc.
- (p) Exercise their powers and duties in good faith with a view to the interests of the Association and, to this end, adopt appropriate guidelines for action on matters where a potential conflict of interest may exist.

ARTICLE VIII  
OFFICERS

Section 1.

Enumeration of Officers. The officers of this Association shall be a President and Vice President, who shall at all times be members of the Board of Trustees, a Secretary and a Treasurer, and such other officers as the Board of Trustees may from time to time by resolution create.

Section 2.

Election of Officers. The election of officers shall take place at the first meeting of the Board of Trustees following each annual meeting of the members.

Section 3.

Term. The officers of this Association shall be elected annually by the Board of Trustees and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4.

Resignation and Removal. Any officer may be removed from office, with or without cause by majority vote of Board of Trustees. Any officer may resign at any time, giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5.

Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 6.

Multiple Offices. The offices of President and Secretary may not be held by the same person.

FILED

OCT 5 1993

## ARTICLES OF INCORPORATION

OF

DANIEL J. DALTON  
Secretary of State

## WILLOWMERE HOMEOWNER'S ASSOCIATION, INC.

In compliance with the requirements of Title 15A of the Revised Statutes of New Jersey Corporations and Associations Not for Profit, the undersigned, all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit, and do hereby certify:

Article 1. The name of this corporation is Willowmere Homeowner's Association, Inc.

Article 2.

Purposes and Powers. The corporation does not contemplate pecuniary gain or profit, direct or indirect, to its members. The purposes for which it is formed are to promote the health, safety and welfare of the residents within the Willowmere subdivision, as said Willowmere is described in the legal description that is incorporated into the recorded Declaration of Covenants and Restrictions for Willowmere Homeowner's Association, Inc. ("Declaration"), said legal description being Schedule A thereof and therein, and which Schedule A is hereby made a part hereof as if recited fully herein, hereafter referred to as The Property, and for this purpose, THE CORPORATION MAY:

- (a) Own, acquire, build, operate and maintain recreation parks, playgrounds, streets, footways, including buildings, structures, personal properties incident thereto, hereinafter referred to as "the common properties and facilities."
- (b) Provide exterior maintenance for the lots and homes within the Property.
- (c) Maintain unkempt lands and trees.
- (d) Fix assessments (or charges) to be levied against The Property.
- (e) Enforce any and all covenants, restrictions and agreements applicable to The Property.
- (f) Pay taxes, if any, on the common area and facilities.
- (g) Mortgage the Common Areas for the purpose of borrowing money to improve same, as specified in the Declaration of Restrictions and Covenants, and the By-Laws of Willowmere.
- (h) Insofar as permitted by law, to do any other thing that, in the opinion of the Board of Trustees, will promote the common benefit and enjoyment of the residents of The Property.

## "SCHEDULE A"

DESCRIPTION OF PROPERTY  
LOT 27, BLOCK 1000.01  
MT. LAUREL TOWNSHIP, NJ

APRIL 21, 1993

BEING ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATE  
IN THE TOWNSHIP OF MOUNT LAUREL, BURLINGTON COUNTY AND STATE  
OF NEW JERSEY BEING BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTERLINE OF ELBO LANE (WIDTH  
VARIES), SAID POINT BEING THE DIVISION LINE BETWEEN LOT 26 &  
27 IN BLOCK 1000.01 ON THE CURRENT TAX MAP OF THE TOWNSHIP OF  
MT. LAUREL. SAID POINT ALSO BEING S 64°19'06" E, A DISTANCE  
OF 1372.78' FROM THE CENTERLINE INTERSECTION OF AMARYLLIS  
BOULEVARD (80' WIDE) AND ELBO LANE; THENCE

1. S 64°19'06" E, ALONG THE CENTERLINE OF ELBO LANE, A  
DISTANCE OF 534.84' TO A POINT; THENCE
2. S 28°46'42" E, A DISTANCE OF 1074.98' TO A POINT; THENCE
3. S 65°32'55" E, A DISTANCE OF 1327.64' TO A POINT IN THE  
CENTERLINE OF HAINESPORT-MT. LAUREL ROAD (WIDTH VARIES);  
THENCE
4. S 55°21'00" W, ALONG THE CENTERLINE OF HAINESPORT-MT.  
LAUREL ROAD, A DISTANCE OF 851.24' TO A POINT; THENCE
5. N 54°07'00" W, A DISTANCE OF 911.83' TO A POINT; THENCE
6. S 35°44'00" W, A DISTANCE OF 251.30' TO A POINT; THENCE
7. N 41°10'26" W, A DISTANCE OF 97.64' TO A POINT; THENCE
8. N 75°37'00" W, A DISTANCE OF 324.06' TO A POINT; THENCE
9. N 50°28'23" W, A DISTANCE OF 886.70' TO A POINT; THENCE
10. S 53°29'17" W, A DISTANCE OF 637.57' TO A POINT IN THE  
CENTERLINE OF THE NORTH BRANCH OF PENNSAUKEN CREEK;  
THENCE
11. N 39°02'31" W, ALONG THE CENTERLINE OF SAID NORTH BRANCH  
OF PENNSAUKEN CREEK, A DISTANCE OF 12.66' TO A POINT IN  
SAME; THENCE
12. N 53°20'36" W, ALONG SAME, A DISTANCE OF 40.00' TO A  
POINT; THENCE
13. N 35°01'39" W, ALONG SAME, A DISTANCE OF 11.83' TO A  
POINT; THENCE

DB4795.P6137



## "SCHEDULE A" (cont'd)

POINT; THENCE

15. N 33°58'25" W, ALONG SAME, A DISTANCE OF 17.43' TO A POINT; THENCE

16. N 55°13'50" W, ALONG SAME, A DISTANCE OF 14.87' TO A POINT; THENCE

17. N 74°52'44" W, ALONG SAME, A DISTANCE OF 32.42' TO A POINT; THENCE

18. N 58°09'47" W, ALONG SAME, A DISTANCE OF 13.56' TO A POINT; THENCE

19. N 26°22'28" W, ALONG SAME, A DISTANCE OF 20.58' TO A POINT; THENCE

20. N 11°32'42" W, ALONG SAME, A DISTANCE OF 46.88' TO A POINT; THENCE

21. N 27°01'02" W, ALONG SAME, A DISTANCE OF 31.75' TO A POINT; THENCE

22. N 03°59'53" W, ALONG SAME, A DISTANCE OF 26.11' TO A POINT; THENCE

23. N 08°07'49" W, ALONG SAME, A DISTANCE OF 26.74' TO A POINT; THENCE

24. N 18°45'32" W, ALONG SAME, A DISTANCE OF 15.68' TO A POINT; THENCE

25. N 44°22'14" W, ALONG SAME, A DISTANCE OF 18.00' TO A POINT; THENCE

26. N 72°39'35" W, ALONG SAME, A DISTANCE OF 37.70' TO A POINT; THENCE

27. N 10°15'25" W, ALONG SAME, A DISTANCE OF 18.05' TO A POINT; THENCE

28. N 43°55'54" E, LEAVING THE AFOREMENTIONED CENTERLINE OF NORTH BRANCH OF PENNSAUKEN CREEK, A DISTANCE OF 1673.41' TO A POINT IN THE CENTERLINE OF ELBO LANE AND PLACE OF BEGINNING.

CONTAINING 65.47 PLUS OR MINUS ACRES.

BEING KNOWN AS LOT 27 IN BLOCK 1000.01 AS SHOWN ON THE CURRENT TAX MAP OF THE TOWNSHIP OF MT. LAUREL.

DB4795.P4198

Article 3.

Membership. "Member" shall mean and refer to the Members of the Association who shall be every Owner of a Lot including the Declarant as that term is defined in the classification of members shall be set forth in Declaration.

Article 4.

Board of Trustees; Selection; Terms of Office. The affairs of the corporation shall be managed by a Board of five (5) trustees who need not be members of the corporation and whose term of office, method of nomination and election, resignation and/or renewal, vacancies and compensation shall be set forth specifically in the By-Laws of the Association.

Article 5.

Mergers and Consolidations. Subject to the provisions of the recorded covenants and restrictions applicable to the properties described in Article 2, and to the extent permitted by law, the corporation may participate in mergers and consolidations with other non-profit corporations organized for the same purposes.

Article 6.

Mortgages; Other Indebtedness. The corporation shall have power to mortgage its properties subject to applicable provisions of the By-Laws and the recorded covenants and restrictions applicable to said properties.

Article 7.

Duration. The corporation shall exist perpetually.

Article 8.

Dissolution. The corporation may be dissolved only with the assent given in writing and signed by the members entitled to cast two-thirds of the votes of each class of its membership. Written notice of a proposal to dissolve, setting for the reasons therefore and the disposition to be made of the assets shall be mailed to every member at least ninety (90) days in advance to any action taken.

Article 9.

Adoption of By-Laws. The Association may promulgate, adopt and enforce such By-Laws as it shall deem necessary to the fulfillment of the purposes of the Association, consistent with the recorded Declarations and the recorded subdivision plan of Willowmere. Any inconsistency between these Articles of Incorporation and said

Declarations and/or any inconsistency between the By-Laws to be adopted pursuant to this section and said Declarations shall be resolved by following the language of the Declarations which shall at all times and in all circumstances be final and controlling.

Article 10.

Disposition of Assets Upon Dissolution. Upon dissolution of the corporation, the assets, both real and personal, shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the corporation. No such disposition of Association properties shall be effective to divest or diminish any right or title of any member vested in him under the recorded covenants and deeds applicable to The Property unless made in accordance with the provisions of such covenants and deeds.

Article 11.

Amendments. These articles may be amended in accordance with the laws of New Jersey, provided that the voting and quorum requirements specified for any action under any provision of these Articles shall apply also to any amendment of such provision, and provided further that no amendment shall be effective to impair or dilute any rights of members that are governed by the recorded covenants and restrictions applicable to The Property (as, for example, membership and voting rights) which are part of the property interests created thereby.

Article 12. The name and address of each incorporator is:

<u>NAME</u>	<u>ADDRESS</u>
Jirair S. Hovnanian	900 Birchfield Drive, Mt. Laurel, NJ 08054
Stephen J. Hovnanian	900 Birchfield Drive, Mt. Laurel, NJ 08054
Peter J. Hovnanian	900 Birchfield Drive, Mt. Laurel, NJ 08054

Article 13.

Registered Office and Registered Agent. The address of the initial registered office of the corporation is 1701 Route 70 East, Cherry Hill, New Jersey 08033 and the name of its initial registered agent is Frank V. Tedesco.

Article 14.

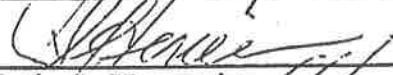
Initial Trustees. The names and addresses of those persons who are to act as trustees until the election of their successors, pursuant to the By-Laws of this corporation, and who shall serve until the first annual meeting to be held following the

conveyance of the first lot in The Property are:


<u>NAME</u>	<u>ADDRESS</u>
Jirair S. Hovnanian	900 Birchfield Drive, Mt. Laurel, NJ 08054
Stephen J. Hovnanian	900 Birchfield Drive, Mt. Laurel, NJ 08054
Peter J. Hovnanian	900 Birchfield Drive, Mt. Laurel, NJ 08054

At the first annual meeting, a new Board shall be composed of those persons who shall be appointed and/or elected, as the case may be, in accordance with the By-Laws adopted by the corporation.

WITNESS our hands and seals this 28<sup>th</sup> day of September, 1993.

  
\_\_\_\_\_  
Jirair S. Hovnanian

  
\_\_\_\_\_  
Stephen J. Hovnanian

  
\_\_\_\_\_  
Peter J. Hovnanian

STATE OF NEW JERSEY     )  
  :  
  )     SS  
COUNTY OF                    )

BE IT REMEMBERED, that on this 28<sup>th</sup> day of September, 1993, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared Jirair S. Hovnanian, Stephen J. Hovnanian, and Peter Hovnanian, who I am satisfied are the persons named in and who executed the within instrument and thereupon they acknowledged that they signed, sealed and delivered the same as their act and deed for the uses and purposes therein expressed.

Sworn to and Subscribed  
before me this 28<sup>th</sup> day  
of September, 1993.



soi. fr/eb/ rev. 9/27/93\jad

ARLENE A. VALENTINO  
NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES MARCH 31, 1997

## Amendment to the By-Laws of Willowmere Homeowner Association

WHEREAS, Article XIII of the By-laws of the Willowmere Homeowners recorded in Deed Book 4795 at page 133 by a vote of two thirds (2/3) of the Trustees at any meeting of the Trustees duly called for that purpose; and

WHEREAS, a Notice of a meeting was duly distributed to the members in accordance with the terms of the By-laws of the Association;

NOW, THEREFORE, Be It Resolved by the Board of Trustees of the Willowmere Homeowners Association this 19<sup>th</sup> day of November, 1997, that Article IV Section 1 of the By-laws be and the same is hereby repealed, and instead thereof, the attached Article IV Section 1 is hereby adopted entitled Annual Meetings;

### --Article IV. Section 1. Annual Meetings

The Annual Meetings of the members shall be held in the month of November at a specific date and hour fixed by the Board of Trustees.

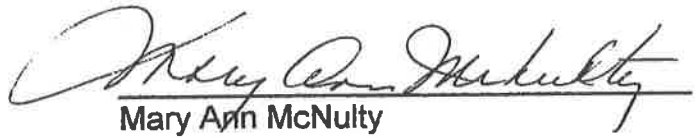
And Article V, Board of Trustees, Section 4, Method of Election, shall be amended as follows:

### --Article V. Board of Trustees. Section 4. Method of Election

Election shall be by secret written ballot in accordance with the procedures established by the Board of Trustees and implemented by the Election Committee. The balloting for trustees shall be in accordance with the procedure established by the Election Committee but in no event shall balloting occur less than thirty (30) days prior to the annual meeting. The members may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration of Covenants and Restrictions. Cumulative voting is not permitted. Those persons receiving the largest number of votes shall be elected and their term shall commence at the next regularly scheduled annual meeting. If validated petitions of candidacy are filed by members equal to the number of vacancies on the Board of Trustees, the Election Committee shall so certify in writing to the Board of Trustees that the candidates are elected without opposition, and notify the Association members of the election results and that balloting will not be conducted. In an election where no candidates file validated petitions of candidacy by the established deadline for a vacancy on the Board of Trustees, the Election committee will so certify in writing to the Board of Trustees, who, at the annual meeting, will appoint for each such vacancy a member for two years term. All Board of Trustees will be elected for two year terms.

STATE OF NEW JERSEY  
COUNTY OF BURLINGTON

BE IT REMEMBERED THAT ON THIS 19th DAY OF November 1997 before me, subscriber, a Notary Public of the State of New Jersey, personally appeared Stephen A. Mostak who I am satisfied is the person named in and who executed the within instrument, and thereupon he acknowledged that he signed, sealed and delivered the same as his act and deed, for the uses and purposes therein expressed.

  
Mary Ann McNulty

MaryAnn McNulty  
My Commision Expires  
May 11 2000

Willowmere Condominium Association

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ATTEST:

  
SECRETARY

  
PRESIDENT

State of New Jersey >  
> ss:  
County of Burlington >

I CERTIFY that on November 19, 1997, personally came before me and this person acknowledged under oath, to my satisfaction, that:

(a) this person is the secretary of Willowmere Homeowners Association, the corporation named in this Resolution.

(b) this person is the attesting witness to the signing to this resolution by the proper corporate officer who is the President of the corporation;

© this resolution was signed and delivered by the corporation as its voluntary at duly authorized by a proper resolution of its Board of Directors, and approved by the members of the Association:

(d) this person knows the proper seal of the corporation which was affixed to this Amendment:

(e) This person signed this proof to attest to the trust of these facts; and

Signed and sworn to before me on

 11/19/97

MaryAnn McNulty  
My Commission Expires  
May 11 2000