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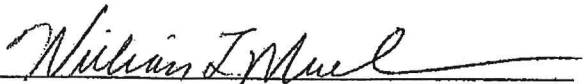
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DECLARATION OF COVENANTS AND RESTRICTIONS FOR
FERNBROOKE

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DECLARATION OF COVENANTS AND RESTRICTIONS FOR
FERNBROOKE

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EXHIBITS TO DECLARATION:

- EXHIBIT A SITE PLAN
- EXHIBIT B LEGAL DESCRIPTION
- EXHIBIT C BY-LAWS OF FERNBROOKE HOMEOWNERS'
ASSOCIATION, INCORPORATED
- EXHIBIT D MANAGEMENT STANDARDS AGREEMENT
- EXHIBIT E RULES AND REGULATIONS
- EXHIBIT F ARCHITECTURAL GUIDELINES

DECLARATION OF COVENANTS AND RESTRICTIONS FOR
FERNBROOKE HOMEOWNERS' ASSOCIATION, INCORPORATED

THIS DECLARATION, made this 15TH day of NOVEMBER, 2001,
by Hovbros Westampton, L.L.C., hereinafter called Developer:

WITNESSETH:

WHEREAS, Developer is the owner of the real property illustrated in Exhibit A of this Declaration and desires to create thereon a planned adult retirement community in conformity with and as permitted by the provisions of Resolution No. 6-2001 of the Zoning Board of Adjustment of the Township of Westampton, Burlington County, New Jersey, relating to the Major Subdivision application of Hovbros Westampton, LLC providing for the development of housing in the Township of Westampton which is suitable for the needs and desires of senior citizens and certain other adults over the age of fifty-five (55); and

WHEREAS, Developer desires to provide for the preservation and enhancement of the property values, amenities and opportunities in said community and for the maintenance of said community; and, to this end, desires to subject the real property described in Exhibit B together with such additions as may hereafter be made thereto (as provided in Article II) to the covenants, restrictions, easements, charges, and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each Owner thereof; and

WHEREAS, Developer has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an agency to which should be delegated and assigned the powers of owning, maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Developer has incorporated, under the laws of the State of New Jersey, FernBrooke Homeowners' Association, Incorporated, as a non-profit corporation, for the purpose of exercising the functions aforesaid;

NOW, THEREFORE, the Developer declares that the real property described in Exhibit B, and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE I
DEFINITIONS

Section 1. "Declaration" shall mean the covenants, conditions and restrictions and all other provisions herein set forth in this entire document, as same may from time to time be amended.

Section 2. "Association" shall mean and refer to the FernBrooke Homeowners' Association, Incorporated, its successors and assigns.

Section 3. "Developer" shall mean and refer to Hovbros Westampton, L.L.C., its successors and assigns, provided however, that no successor or assignee of the Developer shall have any rights or obligations of the Developer hereunder unless such rights and obligations are specifically set forth in the instrument of succession or assignment or which pass by operation of law. The rights and obligations set forth herein of the Developer, as Developer, shall cease upon conveyance by the Developer of the last living unit contemplated by the Master Plan.

Section 4. "Master Plan" shall mean that plan as publicly distributed and as approved by appropriate public agencies, including local planning and zoning authorities and governing bodies, which plan shall represent the total general scheme and general uses of land of the Properties, as illustrated in Exhibit A hereof, as may be amended from time to time, and as further defined in Article II, Section 3.

Section 5. "The Properties" shall mean and refer to all real property which becomes subject to the Declaration, together with such other real property as may from time to time be annexed thereto under the provisions of Article II hereof.

Section 6. "Common Area" shall mean and refer to all real property and improvements thereon owned or leased by the Association, as shown on the final approved subdivision plans on file with the Clerk of Burlington County, and intended for the common use and enjoyment of the Owners and Members.

Section 7. "Living Unit" shall mean and refer to any structure situated upon the Properties designed and intended for use and occupancy as a residence by a single family.

Section 8. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties, or of any single-family detached unit located on the Properties, with the exception of Common Area as heretofore defined.

Section 9. "Parcel" shall mean and refer to all platted subdivisions of one or more lots and all lots subject to a single-family detached unit regime. Each subdivision and/or single-family detached unit shall be considered as a separate parcel which is subject to this Declaration.

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Section 10. "Owner" shall mean and refer to the record Owners, whether one or more persons or entities, of the fee simple title to any Lot. The foregoing does not include persons or entities who hold any interest in any Lot merely as security for the performance of an obligation.

Section 11. "Occupant" shall mean and refer to the occupant of a Living Unit who shall be either the Owner or a lessee who holds a written lease having an initial term of at least twelve (12) months.

Section 12. "Member" shall mean and refer to the Members of the Association who shall be every Owner of a Lot and every person or entity who leases space in a structure constructed on a Lot. There shall be three classes of Members:

Class A. Class A Members shall be all Owners of Lots.

Class B. Class B Members shall be the Developer, his successors and assigns; such class shall cease upon written notice to the Association, in accordance with Article V, Section 2 of this Declaration.

Class C. Class C Members shall be any person or entity who leases space designated for residential purposes.

Section 13. "Supplementary Declaration" shall mean any declaration of covenants, conditions and restrictions which may be recorded by the Developer, which extends or amends the provisions of this Declaration and contains such complementary provisions for existing or future development as are deemed appropriate by the Developer and as are herein required.

Section 14. "Book of Resolutions" shall mean and refer to the document containing rules and regulations and policies adopted by the Board of Trustees as same may be from time to time recorded and amended.

Section 15. "Governing Documents" shall mean and refer to the Articles of Incorporation of the Association, this Declaration, Supplementary Declarations, and the Association By-Laws, all as initially drawn by the Developer and filed and recorded as the case may be, and the Book of Resolutions, all as such may be amended from time to time.

Section 16. "By-Laws" shall mean and refer to the By-Laws of the FernBrooke Homeowners' Association, Incorporated, attached as Exhibit C.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

ADDITIONS THERETO

Section 1. Existing Property. The real property which is and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration is located in the

Township of Westampton, Burlington County, New Jersey, and is more particularly described in Exhibit B.

Section 2. Additions to Existing Property. Added properties may become subject to this Declaration in the following manner:

- (a) Additions by the Developer. The Developer, its successors and assigns, shall have the right to bring within the scheme of this Declaration additional properties in future stages of development which are contiguous to the lands described in Exhibit B.
- (b) Other Additions. Notwithstanding the foregoing, additional lands may be annexed to the existing property upon approval in writing of the Developer and by appropriate public agencies, including local planning and zoning authorities. The additions authorized under subsections (a) and (b) shall be made by the filing of record one or more Supplementary Declarations of Covenants and Restrictions with respect to the additional property and by filing with the Association a Master Plan for the proposed additions. Unless otherwise stated therein, such Master Plan shall not bind the Developer, its successors and assigns, to make the proposed additions.
- (c) Mergers. Upon a merger or consolidation of another association with the Association, as provided in its Articles of Incorporation, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association, or alternatively, the Properties, rights and obligations of another association may, by operation of law, be added to the Properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association shall administer the covenants and restrictions established by this Declaration within the existing property, together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration within the existing property, unless such merger or consolidation shall have the assent of seventy-five (75%) percent of the Living Unit Owners.

Section 3. Master Plan.

- (a) Purpose. The Master Plan, illustrated in Exhibit A, is the dynamic design for the staged development of the Property as a planned adult retirement

community which will be regularly modified and amended, as provided herein, during the several years required to build the community. Because the Master Plan is a temporary design, it shall not bind the Developer to make the additions to the existing property which are shown on the Master Plan or to improve any portion of such lands in accordance with the Plan unless and until a Supplementary Declaration is filed setting forth a plot plan and specifically identifying a certain area for development.

- (b) Amendments. The Developer hereby reserves the right to amend the Master Plan in response to changes in technological, economic, environmental or social conditions related to the development or marketing of the Properties or to changes in requirements of government agencies and financial institutions. Such amendments shall be effected by (1) giving notice of the proposed changes to the Association; and (2) securing any required approvals of appropriate public agencies which have an interest in the Properties (such as local planning and zoning authorities.)

ARTICLE III

COMMON AREA

Section 1. Members' Easement of Enjoyment.

Common Areas. Subject to the provisions in Section 3, every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, and every Member shall have a right of enjoyment to the Common Area.

Section 2. Title to Common Area Properties. The Developer may retain legal title to the Common Areas or any portion thereof until such time as it has completed improvements thereon; thereupon the Developer hereby covenants that it will convey such Common Areas and facilities, or portions thereof, to the Association free and clear of liens and financial encumbrances.

Notwithstanding any provision herein to the contrary, the Developer hereby covenants that it shall convey the Common Area and portions thereof to the Association free and clear of all liens and financial encumbrances not later than one (1) year following the issuance of 95% of the Certificates of Occupancy for said property or immediately upon the issuance of the last Certificate of Occupancy for said property.

Owners shall have all the rights and obligations imposed by the Declaration with respect to such Common Area.

The fee title of any Lot abutting on Common Area property shall not extend to or upon such Common Area property and such fee title is reserved to the Developer to be conveyed to the Association for the common enjoyment of all of the Members.

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

- (a) The right of the Association to establish reasonable rules and to charge reasonable admission and other fees for the use of Common Areas or facilities thereon;
- (b) The right of the Association to suspend the right of an Owner to use any recreational facilities for any period during which any assessment against his Lot remains unpaid for more than thirty (30) days after notice, until such default has been remedied; the right of the Association to suspend the right of a Member to use any recreational facilities for a period not to exceed sixty (60) days for any other infraction of the Governing Documents.
- (c) The right of the Association, in accordance with its Governing Documents, to borrow money for the purpose of improving the Common Area properties and facilities and, in aid thereof, to mortgage said properties and facilities. In the event of a default upon any such mortgage, the lender's rights hereunder shall be limited to a right, after taking possession of such properties, to charge admission and other fees as a condition to continued enjoyment by the Members and, if necessary, to open the enjoyment of such properties to a wider public until the mortgage debt is satisfied, whereupon the possession of such properties shall be returned to the Association and all rights of the Members hereunder shall be fully restored; and
- (d) The right of the Association to take such steps as are reasonably necessary to protect the above-described Common Area properties against foreclosure;
- (e) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of the Owners, agreeing to such dedication or transfer, has been recorded; and

- (f) The right of the Association to regulate the use of portions of the Common Area for the benefit of the Members of the Association.

Section 4. Declaration of Use. Any Member may delegate his right of enjoyment to the Common Area and facilities to the members of his family and to his guests subject to such general regulations as may be established from time to time by the Association, and included within the Book of Resolutions.

Section 5. Damage or Destruction of Common Area by Owner. In the event any Common Area is damaged or destroyed by an Owner or any of his guests, tenants, licensees, agents, or member of his family, such Owner does hereby authorize the Association to repair said damaged area. The Association shall repair said damaged area in a good and workmanlike manner and in conformance with the original plans and specifications of the area involved, or as the area may have been modified or altered subsequently to the Association in the discretion of the Association. The amount expended by the Association for such repairs shall become a special assessment upon the Lot of said Owner.

Section 6. Obligations of the Association. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of all Common Areas and all improvements thereon, (including furnishings and equipment related thereto), and shall keep the same in good, clean, attractive and sanitary condition, order and repair. The Association's maintenance obligations shall include maintaining the walkways (other than walkways leading to the entrance of a home on a Lot [see Article VI, Section 2(a)]), brick paved areas, brick paved crosswalks, open space, community garden areas, entry monuments and signs, street and signage lighting, pond aerators, detention basins, landscaping of common areas, and maintenance of any structures on the common areas. The Association shall also perform the lawn cutting and snow clearing services as set forth in ARTICLE VI, Section 2 below.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Developer hereby covenants, and each Owner of any Lot by acceptance of a deed thereto, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association the following: (1) annual general assessments or charges, (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

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All such assessments, together with interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest thereon and costs of collection thereof, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

Section 2. General Assessment.

- (a) Purpose of Assessment. The general assessment levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents of the Properties and, in particular, for the improvement, maintenance and operation of the Common Area and facilities as shown on the Master Plan including funding of appropriate reserves for future repairs and replacement and for the cost of lawn cutting and snow clearing provided by the Association.
- (b) Basis for Assessment. The annual general assessment shall be the same for each Living Unit which is certified for occupancy, provided however that any Living Units that have never been occupied as a residence shall be subject to an assessment in an amount equal to fifty (50%) percent of the assessment levied upon all other Living Units certified for occupancy.
- (c) Method of Assessment. By a vote of two-thirds (2/3) of the Trustees, the Board shall fix the annual general assessment upon the basis provided above and at an amount not in excess of the then current maximum, provided however that the annual assessment shall be sufficient to meet the obligations imposed by the Declaration. The Board shall set the date(s) such assessment shall become due.

Section 3. Parcel Assessments.

- (a) Purpose of Assessment. Parcel assessments shall be used for the maintenance of areas within the Parcel and for such other expenses as are authorized by the Supplementary Declaration for the given parcel including, but not limited to, snow removal and lawn maintenance.
- (b) Method of Assessment. The assessment shall be levied by the Association against Lots in a Parcel, using the basis set forth in the Supplementary Declaration for the given parcel, and collected and disbursed by the Association. By a vote of two-thirds (2/3) of the Trustees, the Board shall fix the annual Parcel assessment for each Parcel and the date(s) such assessments become due, upon consultation with the Owners of Lots in that Parcel.

(c) Special Parcel Assessment for Capital Improvements and Prior Deficit. In addition to the annual Parcel assessments authorized above, the Association may levy in any assessment year a special Parcel assessment applicable to that year and not more than the next two succeeding years for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, and for defraying any deficit that may have been accrued by the Association for unexpected general services, providing that any such special Parcel assessment shall have the written approval of the Class B Member and of fifty-one percent (51%) of the votes of the Class A Members, who are authorized to vote in person or by proxy at a special meeting duly called for that purpose.

Section 4. A. Developer Contribution to Reserves Accounts. The Developer upon conveyance of each Lot within the Master Plan, shall contribute one hundred dollars (\$100.00) to the General Reserves established for the repair and replacement of the general Common Areas, general operating reserve and to be used as the Board of Trustees deems it necessary in the best interest of the Association.

B. Purchaser Contribution to Operating Accounts. Upon the conveyance of each Lot within the Master Plan, the Purchaser shall, at the time title closes, make a non-refundable contribution in an amount equal to three (3) months assessments to the Operating Accounts established for general and parcel maintenance and used as the Board of Trustees deems it necessary in the best interest of the Association.

Section 5. Special General Assessment for Capital Improvements and Prior Deficit. In addition to the annual general assessments authorized above, the Association may levy, in any assessment year, a special general assessment applicable to that year and not more than the next two succeeding years for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, and for defraying any deficit that may have been accrued by the Association for unexpected general services, providing that any such special general assessment shall have the written approval of the Class B Member and of fifty-one percent (51%) of the votes of the Class A Members, who are authorized to vote in person or by proxy at a special meeting duly called for that purpose.

Section 6. Date of Commencement of Annual Assessments. The annual assessments (general and parcel) provided for herein shall commence with respect to assessable units on the date of conveyance of the Living Unit to an Owner who is not

the Developer. The initial assessment of any assessable unit shall be adjusted according to the number of months and days remaining in the calendar year.

Section 7. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment installment not paid within thirty (30) days after the due date shall be delinquent. Upon resolution of the Board, the Association may (a) declare the entire balance of such annual or special assessment due and payable in full; (b) charge interest from the due date at a percentage rate no greater than the current prevailing legal maximum annual interest rate, such rate to be set by the Board for each assessment period; (c) charge a late fee of ten dollars (\$10.00) per month; (d) charge reasonable attorney fees incurred for the collection; (e) give registered notice to the Owner that in the event payment with accrued interest is not paid within thirty (30) days from the date of notice, then the expressed contractual lien provided for herein shall be foreclosed; (f) after registered notice to the Owner, suspend the right of such Owner to vote or to use recreational facilities until the assessment and accrued interest are paid in full. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas and facilities or abandonment of his Lot. The assessments provided for herein, together with interest thereon, costs of collection and reasonable attorney fees, shall also be a personal obligation of the person who was the Owner of such property at the time when the assessments fell due.

Section 8. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Any first mortgagee who obtains title to a Lot or unit pursuant to the remedies provided in the mortgage or foreclosure of the mortgage will not be liable for such Lot or unit's unpaid dues or charges which accrue prior to the acquisition of title to such Lot or unit by the mortgagee. Sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 9. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charges and liens created herein: (1) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use, (2) all Common Areas, (3) all properties exempted from taxation by state or local governments upon the terms and to the extent of such legal exemption. Notwithstanding any provisions herein, no land or improvements devoted to residential dwelling use shall be exempt from said assessments, charges or liens.

ARTICLE V

FERNBROOKE HOMEOWNERS' ASSOCIATION, INCORPORATED

Section 1. Organization.

- (a) The Association. The Association is a non-profit corporation organized and existing under the laws of New Jersey, charged with the duties and vested with the powers prescribed by law and set forth in the Governing Documents, as such may be amended from time to time, provided no other Governing Document than this Declaration shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.
- (b) Institutional Plan. As the operating responsibilities of the Association expand from those related to the existing property to those required by the fully developed planned adult retirement community of FernBrooke, this Declaration and the Governing Documents shall guide the controlled and orderly evolution of the Association into a comprehensive community institute designed to administer the FernBrooke Retirement Community and generally provide for the welfare of the Living Unit Owners.
- (c) Subsidiary Associations. The Association and/or the Developer shall have the right to form one or more subsidiary associations or corporations, for any purpose or purposes deemed appropriate by a majority vote of the Board and of a quorum of the Members or by the Developer. Without limiting the generality of the foregoing, one or more subsidiary associations may be formed for the operation and maintenance of any specific area or function within the Properties; however, such subsidiary association shall be subject to this Declaration and the rights of said subsidiary association shall be subordinate in all respects to that of the FernBrooke Homeowners' Association and may not take any action to lessen or abate the rights of the Members. In the event that any subsidiary association fails to comply with the terms of this Declaration or any declaration or document creating said subsidiary association, then the FernBrooke Homeowners' Association may, upon written notice to the Board of Directors of said subsidiary association, assume control and management of said subsidiary association in order to perform all of the duties set forth in these Declarations.

Section 2. Membership.

- (a) Definition. Members shall include all Owners of Lots and all occupants of Living Units. Membership shall be appurtenant to the Lot or Living Unit giving rise to such membership, and shall not be assigned, transferred, pledged, hypothecated,

conveyed or alienated in any way except as provided in the Governing Documents.

- (b) Members' Rights and Duties. Each Member shall have the rights, duties and obligations as set forth in the Governing Documents.
- (c) Voting Rights. The Association shall have two classes of voting membership.
 - Class A. Class A Members shall be all Owners, with the exception of the Developer, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.
 - Class B. Class B Member shall be the Developer who shall have 273 votes less three times the number of Class A votes outstanding at the time a vote is taken. (The initial number of votes assigned to the Class B Member is based on granting such Member three votes for each of the proposed Lots indicated on the Master Plan on file with Burlington County, New Jersey.) The Class B membership shall cease upon the earlier of the following events: when the total number of Class A votes equals the total number of Class B votes, or December 31, 2005.
 - Class C. Class C Members shall be any person or entity who leases space designated for residential purposes, and shall not be assigned any votes for Living Units occupied. Class C Members do have the rights of participation and enjoyment as discussed in Article III of this Declaration.
- (d) Exercise of Vote. The vote for any membership which is held by more than one person may be exercised by any one of them, unless any objection or protest by any holder of such membership is made prior to the completion of a vote, in which case the vote for such membership shall not be counted. Any person or entity qualifying as a Member of more than one voting class, may exercise those votes to which he is entitled for each such class of membership.

Section 3. Board of Trustees.

- (a) Composition. The number of Trustees shall be as provided in the By-Laws. The appointment of Trustees by the Developer and the election of Trustees by the Owners shall be made in accordance with the By-Laws.
- (b) Extent of Power.
 - (1) The Board of Trustees shall have all powers for the conduct of the affairs of the Association which are enabled by law or the Governing Documents which are not specifically reserved to Members, the Developer, or the Architectural Review Board by said Documents.

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- (2) The Board of Trustees shall exercise its powers in accordance with the Governing Documents and, specifically with Management Standards attached hereto as Exhibit D. The Management Standards may be increased only by following the procedure for amending this Declaration in accordance with Article XI, Section 2 below. Any such amendment shall be recorded.
- (c) Powers and Duties. Without limiting the generality thereof, the Board shall have the power and obligation to perform the following duties:
- (1) Real and Personal Property. To acquire, own, hold, improve maintain, manage, lease, pledge, convey, transfer or dedicate real or personal property for the benefit of the Members in connection with the affairs of the Association, except the acquisition, mortgaging or disposal of Common Area and/or improvements shall be subject to the provisions of Article II and Article IV, respectively.
 - (2) Rule Making. To establish rules and regulations for the use of property as provided in Articles IV and VI (the initial rules and regulations are attached as Exhibit E) and to confirm architectural standards adopted by the Architectural Review Board.
 - (3) Assessments. To fix, levy and collect assessments as provided in Article IV.
 - (4) Easements. To grant and convey easements to the Common Area as may become necessary and as provided in Article VII.
 - (5) Employment of Agents. To employ, enter into contract with, delegate authority to, and supervise such persons or entities as may be appropriate to manage, conduct and perform the business obligations and duties of the Association and as provided in the Management Standards Agreement.
 - (6) Mergers/Consolidations. To participate in mergers and consolidations with other corporations as provided in Article II.
 - (7) Appeals. To decide appeals relative to architectural review applications as provided herein.
 - (8) Enforcement of Governing Documents. To perform acts, as may be reasonable, necessary or appropriate, including bringing suit, causing a lien to be foreclosed or suspending membership rights, levying fines and assessing late fees, enforcing or effectuating any of the provisions of the

Governing Documents. The initial enforcement procedures are described in Article XIV of the By-Laws.

Section 4. Architectural Review Board.

- (a) Composition. An Architectural Review Board consisting of three or more persons shall be appointed by the Board of Trustees.
- (b) Purpose. The Architectural Review Board shall regulate the external design, appearance, use, location, and maintenance of the Properties and of improvements thereon, in a manner as to preserve and enhance values and to maintain a harmonious relationship among structures and the natural vegetation and topography and in accordance with the Architectural Guidelines. The initial Architectural Guidelines are attached as Exhibit F. The Architectural Guidelines may be amended in the same manner as other Amendments to this Declaration in accordance with Article XI, Section 2 below. Any such amendments must be recorded.
- (c) Procedures. In the event the Board fails to approve, modify, or disapprove in writing an application within thirty (30) days after plans and specifications have been submitted to it, in accordance with adopted procedures, approval will be deemed granted. An application will not be deemed submitted until the date of the first meeting of the Architectural Review Board which occurs after the date of receipt of a complete application. The applicant may appeal an adverse Architectural Review Board decision to the Board of Trustees who may reverse or modify such decision by a two-thirds (2/3) vote of the Trustees.

ARTICLE VI

USE OF PROPERTY

The uses of all Lots shall be limited and governed by the applicable ordinances of the Township of Westampton and the resolutions and approval granted by said Township to the Developer of FernBrooke.

Section 1. Protective Covenants.

- (a) Residential Use. All property in this classification shall be used, improved and devoted exclusively to residential use. Nothing herein shall be deemed to prevent the Owner from leasing a Living Unit to a single family, subject to all of the provisions of the Declaration.
- (b) Nuisances. No nuisance shall be permitted to exist or operate upon any property so as to be detrimental to the well-being of Members or to jeopardize property values.

- (c) Restriction on Further Subdivision. No Lot upon which a Living Unit has been constructed shall be further subdivided or separated into smaller lots by any Owner, and no portion less than all of any such Lot, nor any easement or other interest therein, shall be conveyed or transferred by an Owner.
- (d) Conditions for Architectural Control. No improvements, alterations, repairs, change of paint colors, excavations, changes in grade or other work which in any way alters the exterior of any Lot or Common Area, or improvements located thereon, from its natural or improved state existing on the date such property was first conveyed in fee by the Developer to any Owner or to the Association, or such property was first occupied shall be made or done without the prior approval of the Architectural Review Board. No building, fence, wall, residence or other structure shall be commenced, erected, maintained, improved, altered, made or done on such property without the prior written approval of the Architectural Review Board.
- (e) Rules. From time to time the Board of Trustees shall adopt general rules, including but not limited to rules to regulate potential problems relating to the use of property and the well-being of Members, such as keeping of animals, storage and use of all vehicles, storage and use of machinery, use of outdoor drying lines, antennae, signs, trash and trash containers, maintenance and removal of vegetation on the properties. After conveyance of the first Lot to an Owner, such general rules may be adopted or amended by a two-thirds (2/3) vote of the Board, following a hearing for which due notice has been provided to all Members. All such general rules and any subsequent amendments thereto shall be placed in the Book of Resolutions and shall be binding upon all Members, except where expressly provided otherwise in such rule.
- (f) Exceptions. The Board of Trustees may issue temporary permits to except any prohibitions expressed or implied by this section, provided the Board can show good cause and acts in accordance with adopted guidelines and procedures. So long as the Developer is engaged in developing or improving any portion of the Properties, the Developer shall be exempted from Rules affecting movement, disposition and storage of building materials and equipment, erection and maintenance of directional and promotional signs, and conduct of sales activities, including maintenance

of model Living Units. Such exemption shall be subject to such rules as may be established by the developer to maintain reasonable standards of safety, cleanliness and general appearance of the Properties.

Section 2. Maintenance of Property.

(a) Lot Owner Responsibility - To the extent that exterior maintenance is not provided by the Association, each Owner shall keep all Lots owned by him, and all improvements therein or thereon, in good order and repair and free of debris including, but not limited to the pruning and cutting of all trees and shrubbery, and painting (or other appropriate external care) of all buildings and other improvements, all in such a manner and with such frequency as is consistent with good property management. In the event an Owner of any Lot in the Properties shall fail to maintain the premises and the improvements situated thereon, the Association, after notice to the Owner as provided in the By-Laws and approval by two-thirds (2/3) vote of the Board of Trustees, shall have the right through its agents and employees, to enter upon said Lot to correct drainage and to repair, maintain, and restore the Lot and exterior of the buildings and other improvements erected thereon. All costs related to such correction, repair, or restoration shall become a special assessment upon such Lot and, as such, shall be regarded as any other assessment with respect to lien rights of the Association and remedies provided for herein for non-payment.

(b) Lawns - The Association shall provide lawn cuttings for individual Lots. Front, side and back yards will be cut once each week for a period of approximately twenty-six (26) weeks through the spring, summer and fall of each year. The front yards will be edged approximately every other week or approximately thirteen (13) times per year. The clippings from the front yards only will be bagged and removed. Lot Owners will be responsible for watering or irrigating their own Lots. Lot Owners will also be responsible for treating their individual lawns with seed, fertilizer, weed killer, insecticide or other chemicals if needed. Lot owners will be responsible for the care and maintenance of any and all shrubs, flower beds, trees or other plantings on individual Lots.

(c) Snow Clearing - The Association will provide snow clearing from driveways, aprons and walkways once accumulation reaches 2 inches or more. The homeowner will be responsible for removal of ice from driveways, walkways, aprons whenever ice occurs. The homeowner will be responsible for snow clearing whenever accumulation is under 2 inches.

(d) Sidewalks and Walkways - The Association shall maintain all pedestrian walkways in Common Areas, as well as pedestrian walkways along the front perimeter

of each Lot. The Owner shall maintain pedestrian walkways leading from such front walkways to the entrance of a residence.

Section 3. Resale of Lots.

- (a) Reference to Declaration. The deed or instrument transferring title to any Lot shall contain a provision incorporating by reference the covenants and restrictions set forth in this Declaration as well as any applicable Supplementary Declaration.
- (b) Notification. Further, the contract seller of a Lot shall notify the Board of Trustees as to the contract purchaser and scheduled date and place conveyance will be accomplished.
- (c) Estoppel Certificate. The Board thereupon shall prepare an estoppel certificate which shall set forth any assessments and charges due upon such Lot at time of conveyance and certify as to whether or not there are violations of the Governing Documents remaining on the Lot as of the date of preparation of such certificate. This certificate shall be delivered to the place of closing, and outstanding assessments, if any, and a reasonable charge to cover the cost providing such certificate shall be deducted from the seller's account at the closing and transmitted directly to the Association.

Section 4. Leasing of Units. Any lease agreement between a FernBrooke Living Unit Owner and a lessee shall be required to provide that the terms of the lease shall be subject in all respects to the provisions of the Declaration, Articles of Incorporation or equivalent instrument and the By-Laws, and that any failure by the lessee to comply with the terms of such documents shall be a default under the lease. All leases shall be required to be in writing.

ARTICLE VII

PROPERTY RIGHTS

Section 1. Parking Rights. Ownership of each Lot or Living Unit shall entitle the Owner(s) thereof to the use of at least one parking space for an approved vehicle, together with the right of ingress and egress in and upon said parking area. An approved vehicle shall include any conventional passenger vehicle (including station wagons) and other vehicles under three tons gross weight not licensed for commercial use, not used as a means of conveyance for commercial products and supplies and not bearing advertising. The parking of recreation vehicles (including self-contained camping vehicles), shall be regulated by the Board of Trustees according to resolutions it shall adopt and promulgate, provided that the Board of Trustees shall allow

reasonable temporary parking rights to accommodate overnight parking for guests and trip preparation.

All parking areas except those contained within Lots conveyed to Owners of Living Units shall be considered Common Area properties, subject to the control and supervision of the Association, and the Association may promulgate, adopt, and enforce such rules and regulations as it shall deem necessary to the orderly, effective and beneficial use thereof, including penalties against violators of such rules and regulations, and assignment of parking spaces.

ARTICLE VIII

PROTECTIVE COVENANTS

Section 1. Completion of Structures. The exterior of all structures and grounds related thereto must be substantially completed in accordance with the plans and specifications approved by the Architectural Review Board within twelve (12) months after construction of the same shall have commenced, except that said Board may grant extensions where such completion is impossible or is the result of matters beyond the control of the Owner or builder, such as strikes, casualty losses, national emergencies or acts of God.

Section 2. Residential Use. All property designated for residential use shall be used, improved and devoted exclusively to residential use. Nothing herein shall be deemed to prevent the Owner from leasing a Living Unit to a single family, subject to all of the provisions of the Declaration.

Section 3. Vehicles. Use and storage upon the Common Area and Lots of all vehicles and recreational equipment shall be subject to rules promulgated by the Board of Trustees as provided herein. Without limiting the generality thereof:

- (a) All motor vehicles shall be currently licensed and maintained in proper operating condition so as not to be a hazard or nuisance by noise, exhaust emissions or appearance.
- (b) All motor vehicles including, but not limited to trail bikes, motorcycles, dune buggies, snowmobiles, shall be driven only upon paved streets and parking lots. No motor vehicles shall be driven on pathways or unpaved Common Areas, except for such pathways as may be designated for such use by the Association and except such vehicles as are authorized by the Association as needed to maintain, repair, or improve the Common Area.
- (c) Overnight parking of all recreational vehicles and related equipment shall be in garages or screened enclosures approved by the Architectural Review Board or in areas designated by the Association for such parking.

Section 4. Pets. All pets must be walked on a leash at all times. Any animal outside any unit must be leashed and at no time shall it create a nuisance of any kind. Animal owners should exercise common courtesy and avoid walking their pets within close proximity of any other pet or animal.

1. All dogs must wear an easily visible registration tag when outside of pet owner's residence.

2. All dogs must be attended by owner and kept on a leash no longer than six feet.

3. Any dog found unattended without a tag will be turned over to the Township of Westampton Dog Catcher.

4. Dog owners are responsible to adhere to the "pooper scooper" law of the Township of Westampton.

Section 5. Clothes Drying Equipment. No clothes lines or other clothes drying apparatus shall be permitted on any Lot.

Section 6. Antennae. Applications for approval of installation of exterior antennae must contain information which will allow the Architectural Review Board to determine if the installation meets the following restrictions which conform to the FCC guidelines.

1. The antenna must be no larger than one (1) meter (39.37 inches) in diameter or across the largest diagonal.

2. The antenna must be placed in a rear yard planting area next to the house or patio and on the ground. If this position does not permit direct view of the transmitter then the following is permissible.

3. The antenna may be attached to the house at the rear, again if view of the transmitter is possible. If not, then at the most inconspicuous position possible. If attached to the house, it must be painted to match the point of attachment (siding or roof).

4. Direction on the placement of antennae on living units or other property not wholly owned is still forthcoming.

5. Applications must include the size of the antenna, and a drawing of the exact placement on a plot plan. If attached to the house, because placement in the rear planting area does not allow a clear path to the transmitter, then application must show the exact placement on the house. For those with no rear planting areas, placement within three (3) feet of the rear of the house is acceptable.

Section 7. Trash Receptacles. All trash must be placed in a sealed container (i.e., plastic bag, box or paper bag) before being placed at curbside. This will help eliminate

odors and avoid any possible disturbance from existing pets, and further avoid loose trash from blowing throughout the community.

Section 8. Trash Burning. Trash, leaves and other similar material shall not be burned.

Section 9. Signs. No signs of any type shall be displayed to public view on any Lot, Living Unit, or the Common Area, without the prior written consent of the Board of Trustees, except customary name and address signs, and real estate signs of not more than four square feet in size advertizing the Lot for sale or rent may be placed inside a window of the Living Unit. "For Sale" signs are not permitted outside the building.

Section 10. Mailboxes and Newspaper Tubes. Only mailboxes and newspaper tubes meeting the design standards of the Association shall be permitted, except for mail depositories of the U.S. Postal Service.

Section 11. Vegetation. No live trees with a diameter in excess of six inches, measured twelve inches above ground, nor trees in excess of three inches in diameter, similarly measured, which are generally known as flowering trees (such as dogwood or redbud) or as broad leaf evergreens, nor live vegetation on slopes of greater than twenty percent gradient, may be cut without prior approval of the Architectural Review Board. The Association shall set rules for cutting of such vegetation to allow for selective clearing or cutting.

Section 12. Rules. From time to time the Board of Trustees shall adopt general rules, including but not limited to rules to implement the provisions of this Article and such rules as are required herein. Such general rules may be adopted or amended by a two-thirds (2/3) vote of the Board, following a hearing for which due notice has been provided. All such general rules and any subsequent amendments thereto shall be placed in the Book of Resolutions and shall be binding on all Members, except where expressly provided otherwise in such rule.

Section 13. Exceptions. The Board of Trustees may issue temporary permits to except any prohibitions expressed or implied by this Article, provided the Board can show good cause and acts in accordance with adopted guidelines and procedures.

So long as the Developer is engaged in developing or improving any portion of the Properties, such persons shall be exempted from the provisions of this Article affecting movement and storage of building materials and equipment, erection and maintenance or directional or promotional signs and conduct of sales activities, including maintenance of model Living Units. Such exception shall be subject to such rules as may be established by the Developer to maintain reasonable standards of safety, cleanliness and general appearance of the Properties.

ARTICLE IX
INSURANCE

Section 1. Obligation of Owners. In order to protect adjoining Owners and to insure there are sufficient funds available to an Owner to restore his Living Unit in case of damage or destruction, each Owner of a Lot upon which a single detached Living Unit is constructed shall maintain an insurance policy that is the equivalent of a standard homeowners policy in an amount equal to the full replacement value (exclusive of land, excavation and other items normally excluded from coverage) of all improvements constructed on such Lot. Any policy obtained shall list the Association as a certificate holder and provide that it may not be canceled except upon ten (10) days' written notice to the Association.

Each such Owner shall pay for such fire and extended coverage insurance when required by the policy therefor, and if the Owner fails to obtain such fire and extended coverage insurance, or fails to pay such insurance premiums as required, the Association may (but shall not be obligated to) obtain such insurance and/or make such payments for such Owner, and the costs of such payments shall thereupon become a Special Assessment on the Owner's Lot and Living Unit.

ARTICLE X
EASEMENTS

Section 1. Utility Easements.

- (a) Perpetual easements for the installation and maintenance of sewerage, water, drainage, electric, telephone and other utilities, for the benefit of the adjoining landowners and/or the municipality and/or municipal or private utility company ultimately operating such facilities, are reserved as shown on the subdivision map of the Properties filed with the County Clerk of Burlington County, New Jersey; further reserved are easements in general in and over each Lot for the installation and maintenance of all such utilities. No building or structure shall be erected within the easement areas set aside for the use of or occupied by such utilities.
- (b) Perpetual easements for the construction, paving maintenance, repair and replacement of walkways for pedestrian use are hereby reserved in and over each Lot for the exclusive benefit of the Association, its Members, their invitees and licensees. The easements are located as shown on the map of the Properties filed with the Clerk of Burlington County, New Jersey. The aforesaid perpetual easement area and paving shall be maintained by the Association except where such maintenance is assumed

by the municipality, its agents or assigns, or any public or private utility company, its agents or assigns. No building, fence or structure shall be erected in or over same.

Section 2. Developer's Easement to Correct Drainage. For a period of five (5) years from the date of conveyance of such Lot, the Developer reserves a blanket easement and right on, over and under the ground within that parcel to maintain and to correct drainage of surface water, in order to maintain reasonable standards of health, safety and appearance. Such right expressly includes the right to cut any trees, bushes or shrubbery, make any gradings of the soil or to take any other action reasonably necessary, following which the Developer shall restore the affected property to its original condition, as nearly as practicable. The Developer shall give reasonable notice of intent to take such action to all affected Owners, unless in the opinion of the Developer an emergency exists which precludes such notice.

Section 3. Construction Easements and Rights. Notwithstanding any provision of this Declaration or of any Supplementary Declaration, as long as the Developer is engaged in developing or improving any portion of the Properties, such person shall have an easement of ingress, egress and use over any lands not conveyed to an Owner for occupancy for (1) movement and storage of building materials and equipment, (2) erection and maintenance of directional and promotional signs, and (3) conduct of sales activities, including maintenance of model Living Units. Such easement shall be subject to such rules as may be established by the Developer to maintain reasonable standards of safety, cleanliness and general appearance of the Properties.

Section 4. Easement to Inspect. There is hereby created an easement in favor of the Association for ingress and egress on any Lot to inspect such property for (a) alleged violations of the Governing Documents, and (b) compliance with architectural standards and/or approved plans for alterations and improvements, provided such inspection is performed during reasonable hours.

ARTICLE XI

GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land in perpetuity, except to the extent amended pursuant to the provisions of this Declaration.

Section 2. Amendment. For a period of five (5) years after the recording of this Declaration, the Developer may make any amendment required by the Federal Mortgage Agencies as a condition of approval of the documents by the execution and recordation of such amendment following registered notice to all Owners. After such

five (5) year period, or to make any amendment which is not one required by such agencies, any amendment shall be accomplished by a document signed by the Class B Member and voting approval of not less than seventy five percent (75%) of the voting membership. Any amendment must be recorded. The Board of Trustees may by majority vote recommend such amendment to the Members.

Section 3. Enforcement. The Association, any Owner, or the Developer shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration and of any Supplementary Declarations. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Severability. Invalidation of any of these covenants or restrictions by judgment or Court Order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 5. Conflict. In the event of a conflict among the Governing Documents, this Declaration shall control, then Supplementary Declarations, then the Articles of Incorporation of the Association, then the By-laws, then the Book of Resolutions; except in all cases where the Governing Documents may be found to be in conflict with New Jersey Statutes, the Statute shall control.

Section 6. Limits on Association Opposition.

- (a) As long as there is a Class B membership, the Association may not use its resources in opposition to the Master Plan as approved by the appropriate public agencies.
- (b) The authority to represent the Association is granted solely to the Association Board of Trustees and any statement of policy or position must be approved by a majority of the Board of Trustees at a regular, special or executive meeting of the Board of Trustees. Nothing in this section shall be construed to limit the rights of the Members, whether acting as individuals or in affiliation with other Members or groups.

Section 7. Interpretation. Unless the context otherwise requires, the use herein of the singular shall include the plural and vice versa; the use of one gender shall include all genders; and the use of the term "including" shall mean "including, without limitation." This Declaration shall be liberally construed in favor of the party seeking to enforce the provisions hereof to effectuate the purpose of protecting and enhancing the value, marketability, and desirability of the Properties by providing a common plan for the development.

Section 8. Age and Occupancy Requirements. The following age and occupancy requirements shall be applicable to all Living Units:

- (a) No more than three residents shall occupy any one Living Unit;
- (b) Permanent residents must be at least fifty-five (55) years old, except that the spouse or an immediate member of the family (other than a child of such permanent resident, or live-in domestic, companion or nurse), may be permanent residents regardless of age;
- (c) A maximum of one child, age eighteen (18) or older, may reside in a Living Unit on a permanent basis.

This section shall not be construed to prohibit the occupants of any residential Living Units from entertaining guests of any age in their Living Units, including temporary residents therein not to exceed three (3) months, though full time occupancy shall be limited to three (3) persons as hereinabove set forth. Nothing herein shall be construed to preclude ownership of any residential Living Unit by a person who does not fall within the category of permissible occupants, but any such person shall not be permitted to occupy any such Living Unit.

Section 9. Amendments/Correcting Errors. If any amendment to this Declaration, or the By-Laws is necessary in the judgment of the Developer to change, correct or supplement anything appearing or failing to appear therein which is incorrect, defective or inconsistent with anything in either this Declaration, the By-Laws or applicable New Jersey Laws, or if such amendment is necessary to conform to the requirements of the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development or the Veterans' Administration with respect to planned community projects, the Developer may, at any time and from time to time effect an appropriate corrective amendment without the approval of the Living Unit Owners or the holders of any liens on all or part of the Property, upon receipt by the Developer of an opinion from independent counsel to the effect that the proposed amendment is permitted by the terms of this paragraph, together with a like opinion from an independent registered architect or licensed professional engineer, in the case of an amendment to the Plan. Each amendment shall be effective upon its recording.

Section 10. Rights of First Mortgagees.

1. Unless at least two-thirds (2/3) of the first mortgagees - (based upon one vote for each first mortgage owned) or owners (other than the sponsor, Developer or builder) of the individual Living Units or Lots in the Properties have given their prior written approval, the Association shall not be entitled to:

(a) by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Area property owned, directly or indirectly, by such Association, Corporation or trust for the benefit of the Living Units or Lots in the Properties;

(b) change the method of determining the obligations, assessments, due or other charges which may be levied against a Lot or Living Unit Owner;

(c) by act or omission, change, waive or abandon any scheme of regulations or enforcement thereof, pertaining to the architectural design or the exterior appearance of Living Units, the exterior maintenance of Living Units, the maintenance of the Common Area walkways or common fences and driveways, or the upkeep of lawns and plantings in the Properties;

(d) fail to maintain fire and extended coverage on insurable Common Area property on a current replacement cost basis on an amount not less than one hundred (100%) percent of the insurable value (based on current replacement cost);

(e) use hazard proceeds for losses to any Common Area property for other than the repair, replacement or reconstruction of such Common Area property.

2. First mortgagees of Lots or Living Units may, jointly or singularly, pay taxes or other charges which are in default and which may or have become a charge against any Common Area property and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for such Common Area property and first mortgagees making such payments shall be owed immediate reimbursement therefor from the Association.

A first mortgagee, upon request, is entitled to written notification from the Association of any default in the performance by the individual Lot or Living Unit Borrower of any obligation under the Declaration which is not cured within sixty (60) days.

IN WITNESS WHEREOF, the undersigned being the Developer herein, has caused its seal to be hereunto affixed and these presence to be signed by its officers thereunto duly authorized the day and year first above written.

ATTEST:

HOVBROS WESTAMPTON, L.L.C.

By: 

Peter J. Hovnanian, Secretary

By: 

Stephen J. Hovnanian, President

(See acknowledgment on following page)


DB5920 PG027

COPY

BURLINGTON COUNTY
CLERK

2009 FEB -5 A 10: 07

By:


A. CHRISTOPHER FLORIO, ESQUIRE

RECEIVED
AMENDMENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS
OF
FERNBROOKE HOMEOWNERS ASSOCIATION, INC.

This Amendment to the Declaration of Covenants and Restrictions of Fernbrooke Homeowners Association, Inc. (the "Association") made this 27 day of January, 2009 by Fernbrooke Homeowners Association, Inc., having a principal office address of c/o MAMCO, 520 Fellowship Road, Suite 508/509, Mt. Laurel, New Jersey 08054.

WHEREAS, the Association was created by a Declaration of Covenants and Restrictions recorded December 11, 2001 in the office of the Clerk of Burlington County in Book 5920, Page 1, et seq.

NOW, THEREFORE, the Association does hereby amend, modify and supplement the Declaration of Covenants and Restrictions of the Association (" Declaration") by omitting the existing Article VI, Section 2(c) in its entirety and replacing it with the following:

 (c) **Snow Clearing** - The Association will provide snow clearing from driveways, aprons and walkways once accumulation reaches 3 inches or more. The homeowner will be responsible for removal of ice from driveways, walkways, aprons, whenever ice occurs. The homeowner will be responsible for snow clearing whenever accumulation is under 3 inches.

Notwithstanding the full execution of this Amendment, this Amendment shall not take affect until the recording of same in the Burlington County Clerk's Office.

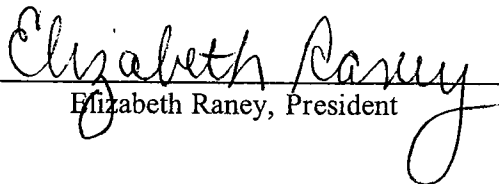
IN WITNESS WHEREOF, the undersigned have executed this Amendment to the Declaration for the Association, Inc., the day and year listed above.

ATTEST:



Robert Bertotti, Secretary

Fernbrooke Homeowners Association, Inc.

By: 
Elizabeth Raney, President

ACKNOWLEDGMENT

STATE OF NEW JERSEY)
) ss.
COUNTY OF BURLINGTON)

On the 27 day of January, 2009, Elizabeth Raney personally appeared before me and this person acknowledged under oath, to my satisfaction, that:

(a) this person signed and delivered the foregoing document as the President of Fernbrooke Homeowners Association, Inc. (the "Association") named in this document; and

(b) this document was signed and delivered by the Association as its voluntary act and deed by virtue of authority from its Members.

Sworn and subscribed to before
me this 27 day of
January, 2009.

Tracy Franklin
NOTARY PUBLIC - NEW JERSEY

Tracy Franklin
My Commission Expires
March 5, 2009

**FERNBROOK HOMEOWNERS' ASSOCIATION, INC.
RESOLUTION RELATING TO FILING OF THE AMENDMENT TO THE
DECLARATION OF COVENANTS AND RESTRICTIONS**

WHEREAS, Fernbrook Homeowners' Association, Inc. ("Association") was created by a Declaration of Covenants and Restrictions recorded December 11, 2001 in the office of the Clerk of Burlington County in Book 5920, Page 1, et seq. (the "Declaration"); and

WHEREAS, Declaration Article VI, Section 2(c) provides that the Association is to clear snow from driveways, aprons and walkways once accumulation reaches 2 inches or more and the homeowners are responsible for snow clearing whenever accumulation is under 2 inches; and

WHEREAS, the Association's Board of Trustees determined that, in order to conduct the affairs of the Association more efficiently, the Declaration should be amended to require snow clearing by the Association when accumulation is 3 inches or more and to require the homeowners clear snow whenever accumulation is under 3 inches; and

WHEREAS, Declaration Article XI, Section provides that amendment shall be accomplished by the voting approval of not less than 75% of the voting membership; and

WHEREAS, the Association has 91 Homes within the Association and in order to comply with the Declaration a total of 69 votes or more in favor of amendment was required; and

WHEREAS, the members of the Association were given the opportunity to, and did, vote to amend Declaration Article VI, Section 2(c); and

WHEREAS, the number of votes obtained in favor of amendment was 75 which constitutes more than 75% of the total Homes; and

WHEREAS, there are enough votes to warrant adoption of the amendment to the Declaration; and

NOW THEREFORE, the Association hereby authorizes the submission of the Amendment to the Declaration of Covenants and Restrictions of Fernbooke Homeowners Association, Inc. (a copy of which is attached as Exhibit "A") for recording in the Burlington County Clerk's Office.

RECORDING DATA PAGE

COPY

Consideration :
Code :
Transfer Fee :
Recording Date: 02/06/2009
Document No : 4615026 dcoco

STARK & STARK
PO BOX 5315
PRINCETON, NJ 08543

Receipt No : 811362
Document No : 4615026
Document Type : AMDR
Recording Date: 02/06/2009
Login Id : dcoco

Recorded	Filed
Feb 06 2009 02:38pm	Feb 06 2009 02:38pm
Burlington County Clerk	Burlington County Clerk

Clerk of Burlington County • 49 Rancocas Rd. • Mt. Holly, NJ 08060
609-265-5180

STARK & STARK
A PROFESSIONAL CORPORATION

August 10, 2009

Bruce Gosizk, Property Manager
MAMCO
P.O. Box 668
Mt. Laurel, NJ 08054

Re: Fernbrooke Homeowners Association, Inc.

Dear Bruce:

Enclosed please find the Amendment to the Declaration of Covenants and Restrictions, which was recorded by the Burlington County Clerk on July 31, 2009 as Document No. 4663540. Please keep a copy of the Amendment with the Association's Declaration and a copy with the Association's important records.

If you have any questions, please feel free to call me.

Very truly yours,

STARK & STARK
A Professional Corporation

By: 
MARY W. BARRETT

MWB/saw
Enclosure

Cc: Elizabeth Raney, President (w/o encl.)

A T T O R N E Y S A T L A W

OFFICE: 993 LENOX DRIVE LAWRENCEVILLE, NJ 08648-2389

MAILING: PO BOX 5315 PRINCETON, NJ 08543-5315

609-896-9060 (PHONE) 609-896-0629 (FAX)

WWW.STARK-STARK.COM

AUG 12 2009

BURLINGTON COUNTY
CLERK

2009 JUL 27 A 11: 22

By: 
A. CHRISTOPHER FLORIO, ESQUIRE

RECEIVED
AMENDMENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS
OF
FERNBROOKE HOMEOWNERS ASSOCIATION, INC.

This Amendment to the Declaration of Covenants and Restrictions of Fernbrooke Homeowners Association, Inc. (the "Association") made this 15th day of July, 2009 by Fernbrooke Homeowners Association, Inc., having a principal office address of c/o MAMCO, 520 Fellowship Road, Suite 508/509, Mt. Laurel, New Jersey 08054.

WHEREAS, the Association was created by a Declaration of Covenants and Restrictions recorded December 11, 2001 in the office of the Clerk of Burlington County in Book 5920, Page 1, et seq..

WHEREAS, the Declaration of Covenants and Restrictions of the Association ("Declaration")

NOW, THEREFORE, the Association does hereby amend, modify and supplement the Declaration of Covenants and Restrictions of the Association ("Declaration") as follows:

A. The existing Article III, Section 6 shall be omitted in its entirety and replaced with the following:

The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of all Common Areas and all improvements thereon, (including furnishings and equipment related thereto), and shall keep the same in good, clean attractive and sanitary condition, order and repair. The Association's maintenance obligations shall include maintaining the brick paved areas, brick paved crosswalks, open space, community garden areas, entry monuments and signs, street and signage lighting, pond aerators, detention basins, landscaping of common areas, maintenance of any structures on the common areas, and walkways but shall not include maintaining the perimeter walkways of each resident lot or walkways leading to the entrance of a home on a lot [see Article VI, Section 2(a)]. If sidewalk repairs are needed, the property owner should have the repairs completed within thirty (30) days of notification. If the homeowner has not made the repairs after thirty (30) days, it will become necessary for the Association to initiate repairs and bill the property owner. The Association shall also perform the lawn cutting and snow clearing services as set forth in ARTICLE VI, Section 2 below.

B. The existing Article VI, Section 2(d) shall be omitted in its entirety and replaced with the following:

The Association shall maintain all pedestrian walkways in Common areas. The Owner shall maintain pedestrian walkways along the perimeter of entire Lot and walkways leading from such front walkways to the entrance of the residence.

Notwithstanding the full execution of this Amendment, this Amendment shall not take affect until the recording of same in the Burlington County Clerk's Office.

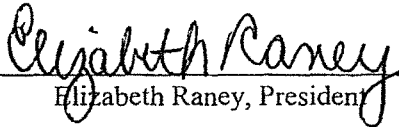
IN WITNESS WHEREOF, the undersigned have executed this Amendment to the Declaration for the Association, Inc., the day and year listed above.

ATTEST:

FERNBROOKE HOMEOWNERS
ASSOCIATION, INC.



Robert Bertotti, Secretary

By: 
Elizabeth Raney, President

RECORDING DATA PAGE

COPY

Consideration :
Code :
Transfer Fee :
Recording Date: 07/31/2009
Document No : 4663540 sbunn

STARK & STARK
PO BOX 5315
PRINCETON, NJ 08543

Receipt No : 839375
Document No : 4663540
Document Type : AMDR
Recording Date: 07/31/2009
Login Id : sbunn

Recorded	Filed
Jul 31 2009 11:21am	Jul 31 2009 11:21am
Burlington County Clerk	Burlington County Clerk

Clerk of Burlington County • 49 Rancocas Rd. • Mt. Holly, NJ 08060
609-265-5180