

EASTAMPTON VILLAGE II
HOA DOCUMENTS

**DECLARATION OF EASEMENTS,
COVENANTS, CONDITIONS AND
RESTRICTIONS OF EASTAMPTON VILLAGE II**

COPY

BURLINGTON COUNTY
CLERK

2015 SEP -11 A 11:35

Prepared By:

James W. Burns, Esq.

DECLARATION OF EASEMENTS, COVENANTS,
CONDITIONS AND RESTRICTIONS
OF EASTAMPTON VILLAGE II

THIS DECLARATION, made this 11 day of AUGUST, 2015 by HOLGATE DEVELOPMENT, LLC, a New Jersey limited Liability Company, (hereinafter sometimes referred to as the "Grantor" or "Declarant").

WITNESSETH:

WHEREAS, Grantor is the owner of certain real property known as "Eastampton Village II" Subdivision in the Township of Eastampton, County of Burlington, State of New Jersey, also known as Block 600.05, Lots 1-19, Block 600.06, Lots 1-4, Block 600.07, Lots 1-14, Block 600.08, Lots 1-15 and Block 600.09, Lots 1-17 identified in Exhibit "A" annexed hereto; and

WHEREAS, pursuant to the Preliminary and Final Major Subdivision approval for the Subdivision, the Eastampton Township Joint Land Use Board required the creation of a Homeowners Association with rights of the homeowners to govern this entity and imposition of certain covenants and restrictions on the property as set forth herein; and

WHEREAS, Grantor desires to impose certain additional covenants, conditions and restrictions to protect the value and amenities on the lots in said Subdivision as set forth in Section Four herein, and to reserve certain rights of architectural control as set forth in Section Three herein and to provide for the establishment of fees for the Homeowners Association to perform its required functions as set forth in Section Two herein.

NOW, THEREFORE, Grantor declares that the real property described above, known as "Eastampton Village II" Subdivision (referred to herein as the "Subdivision") shall be held, transferred, sold, conveyed, occupied and used subject to the covenants and restrictions hereinafter set forth:

SECTION ONE: CREATION OF ASSOCIATION; MEMBERSHIP

1. Association Created: There is hereby created the Eastampton Village II Homeowner's Association, Inc., (hereinafter referred to as the "Association") in accordance with the provisions set forth herein. Said Association shall be governed by the By-Laws of Eastampton Village II Homeowner's Association as adopted and amended. A copy of the By-Laws is attached hereto as Exhibit "B".

2. Membership: Every person, or entity, who is a record owner of any lot in the Subdivision, with the exception of Lot 54 as referenced in the approved Final Major Subdivision Plan, which is a privately owned lot that shall be excluded from the Association, shall be a member of the Association (sometimes referred to herein as an "Owner or "lot owner"). When more than one person or entity holds an ownership interest in any lot, all such persons shall be members and the vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be effective for any one lot in the Subdivision. For purposes of this Declaration, Eastampton Township, although it may have rights hereunder and be the owner of certain easements, shall not be considered an owner or a member of said Association. As set forth above, only lot owners of lots that have been legally created by the recording of the final plat shall be members of the Association.

3. Members Right of Enjoyment: Subject to the architectural control provisions in Section Three below, and the covenants and restrictions in Section Four below, every member

shall have a right of enjoyment in and to any common area in the Subdivision, and such right shall be appurtenant to and shall pass with the title to every lot.

4. Limitations: The right of enjoyment above created shall be subject to the following:

(a) The rights of the Association, in accordance with the provisions hereof, to borrow money for the purpose of improving the common areas and in aid thereof, to mortgage said properties, and the rights of said Mortgagee in said properties shall be superior to the rights of the lot owners and members hereunder; and

(b) The rights of the Association to take such steps as are reasonably necessary to protect the above described properties against foreclosure; and

(c) The right of the Association, as provided herein, to suspend the enjoyment rights of any member for any period during which any assessment remains unpaid; and

(d) A Blanket right of the Grantor and the Association to grant and reserve easements and rights-of-way through, under, over and across any common area or easement reserved for same, for the installation, construction, repair, replacement, maintenance and inspection of pipes, fences, inlets, structures, improvement, lines, swales, and any other necessary or required appurtenances for public or private water, sewer, drainage, storm water, gas, electricity, fuel oil and any other utilities, without limitation.

5. Ownership of Common Areas: All property designated on the engineering plans or in this Declaration as Association property, or any easement or property to be owned, controlled or maintained by said Association, including but not limited to, any open space, shall be conveyed and transferred to said Association free and clear of all liens, debts and encumbrances. The storm water basin lots shall be transferred to the Association at the time the

plats are filed which create the Subdivision, however, Grantor remains responsible for the installation of all required improvements. The Association must accept title to the Deed or easement for said lands, subject to the performance and maintenance guarantees posted by the Grantor, its successors and/or assigns.

SECTION TWO: MAINTENANCE AND ASSESSMENTS

1. Assessments: By acceptance of a Deed therefore, all owners of any lot in the Subdivision, 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 the following assessments, from the date that the lot owner accepts title to the lot:

- (a) Initial Capital Contributions;
- (b) Annual assessments or charges;
- (c) Capital assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided;
- (d) Emergency assessments;
- (e) Remedial assessments; and
- (f) Miscellaneous assessments.

The initial, annual, capital, emergency, remedial and miscellaneous assessments if any, together with such interest thereon and costs of collection thereof, as are hereinafter provided, shall be a charge on the land and shall be a continuing lien upon then lot against which each such assessment is made. Each such assessment, together with such interest thereon and costs of collection thereof as are hereinafter provided, shall also be the personal obligation of the person or persons who was the owner or owners of such property at the time when the assessment fell due.

2. Use of Assessments: The assessments levied by the Association shall be used exclusively for the purposes of promotion the recreation, health, safety and welfare of the residents of the Subdivision, and in particular for the improvement and maintenance of all the land and property under the control of the Association including, but not limited to, the payment of taxes and insurance thereon, and the maintenance, repair, replacement and additions thereto, and for the costs of labor, equipment, materials and supervision thereof.

3. Initial Contribution to Working Capital: At the time an Owner acquires title to a residential unit from the Declarant, or any other Owner (i.e., on a resale of a Unit), he or she shall be obligated to pay to the Association a nonrefundable, one-time contribution to the working capital and operating expenses of the Association in the amount of Five Hundred Dollars (\$500.00). The Board, from time to time, shall have the right to increase the amount of such contribution to working capital provided such action is approved by a majority vote of the Members. The contribution to working capital made by each Owner shall not be transferable and may be utilized for operating expenses and for any lawful purpose which the Board may deem appropriate.

4. Annual Assessments: It shall be an absolute affirmative obligation of the Association and its Board of Trustees to fix an annual assessment in an amount sufficient to maintain and operate all Association property, including the common areas, storm water management system, open space, landscaping and facilities, and to anticipate the current maintenance costs and future needs of the Association in the maintenance and operation of the said Association property. The annual assessment for each year shall be established by the Board of Trustees no later than sixty (60) days prior to the beginning of each calendar year, and all assessments shall be payable semi-annually from and after January 1st of each calendar year.

A copy of the proposed budget for maintenance of the storm water management facilities of the premises to be considered in setting the first year's assessment is hereto attached as Exhibit "C".

5. Capital Assessments: In addition to the annual assessments authorized above, the Board of Trustees of the Association may levy in any assessment year a capital assessment for the purpose of defraying, in whole or in part, the costs of any construction repair or replacement of a described capital improvement upon Association property, including the necessary fixtures and personal property related thereto.

6. Emergency Assessments. The Board of Trustees of the Association may increase the annual and/or capital assessment established in any calendar, on an emergency basis, with the agreement of a majority of the members of the Association voting in person or by proxy at a meeting duly caused for the this purpose. Written notice of any meeting pursuant to the emergency assessment standards hereunder shall be sent to all members not less than ten (10) days nor more than thirty (30) days in advance of the special meeting setting forth the purpose of the meeting and the emergency to be funded pursuant to this paragraph.

7. Exemption from Emergency and Special Assessments: Anything to the contrary herein notwithstanding, the Declarant shall not be required to pay any Emergency Assessment permitted by Paragraph 5 of this Section to which it does not expressly consent. Further, this provision may not be amended without the written consent of the Declarant.

8. Miscellaneous Assessments: Any and all fines, late charges, costs of collection (including reasonable attorney's fees), interest on unpaid assessments, membership fees or any other sums required to be paid to the Association by any lot owner(s) pursuant to the provisions of this Declaration, together with interest thereon, if any, shall be deemed a Miscellaneous Assessment which each lot owner has covenanted and agreed to pay in accordance with the

provisions of this Section Two and for which each Member is liable according to the provisions of this Section Two.

9. Remedial Assessments: In addition to the other assessments authorized herein, the Board from time to time may levy a Remedial Assessment against any lot owner or residential unit for any services or maintenance performed or ordered by the Board for the benefit of such residential unit which the Owner of such residential unit shall fail to perform in accordance with the provisions of this Declaration.

10. Interest in Common Surplus: Any common surplus of the Association resulting from the excess of income over expenses or resulting from the proceeds of any distribution of assets of the Association shall be either retained by the Association to defray the reserve or operating costs of the Association, or, in the sole discretion of the Board, shall be allocated among the lot owners then existing in the Association in the same proportion as those expenses were assessed.

11. Lien for Unpaid Assessments: If any assessment is not paid on the date when due, then such assessment shall be deemed delinquent and shall, together with such interest thereon and costs of collection thereof as are hereinafter provided, continue as a lien on the lot against the then record owner, and said record owner's heirs, executors, devisees, personal representatives, successors and assigns. If the assessment is not paid within ten (10) days after the due date, a late charge of Twenty Five Dollars (\$25.00) shall be imposed for each late assessment payment, and the Association may bring legal action against the owner personally obligated to pay the same or may enforce or foreclose the lien against the property, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided, reasonable attorney's fees and court costs.

12. Subordination of Lien: The lien for the assessments provided for herein shall be expressly subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties or lots subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

13. Uniform Rate of Assessments: Annual, capital and emergency assessments must be fixed at a uniform rate for all lots, it being the intent hereof that all lots, regardless of the value of the home or improvement thereon, shall pay the same per lot assessment established pursuant to the provisions hereunder.

14. Interim Provision for Annual Assessments: Until all persons who serve on the Board of Directors are individual lot owners as set forth in Article IV, Section 1 of the By-Laws, as attached hereto as Exhibit "B", the Grantor shall fix the annual assessment for the Association, based on a written budget to be supplied by Grantor to each lot owner no later than sixty (60) days prior to the end of each calendar year. The Annual assessment shall be based upon reasonable estimates. No capital or emergency assessment may be imposed by the Grantor. Each lot owner shall be responsible only for the lot owner's *pro-rata* share of the Association expenses for improvements constructed or to be constructed during the next year, provided, however, that any lot owner accepting title to a lot during the calendar year shall be responsible only for the annual assessment for the lot adjusted *pro-rata* from the date of settlement to the end of the year. The Grantor shall be responsible for payment of the annual assessment to the Association for Grantor's lots.

SECTION THREE: LANDSCAPING AND ARCHITECTURE

1. No building, fence, wall or other structure, or landscaping, shall be started, constructed, erected or maintained upon any lot in the Subdivision, nor shall any exterior addition, change or alteration to an existing building be made without the plans and specifications for same being approved by Grantor.

2. All construction plans and specifications and landscaping plans submitted to the Grantor for review under this Article shall be sufficient and detailed to show the nature, kind, shape, height, materials and location of any proposed construction and landscaping. Within ten (10) days after a complete application is made to Grantor, Grantor will either approve, deny, or approve with conditions the proposed construction or landscaping. Failure by the Grantor to approve or disapprove said construction within ten (10) days after submission of a complete application will constitute approval under this Section.

3. The review by Grantor herein shall be limited primarily to the exterior design, front and side elevations, exterior siding materials and color, landscape plans, and the size of the residence to insure that the character, magnitude, and appearance of the community are maintained. The approvals by Grantor herein shall not be unreasonably withheld.

4. Grantor shall exercise all rights of architectural control hereunder until the last lot in the Subdivision is sold and a home constructed thereon, at which time Grantor shall cease to exercise all rights of architectural control hereunder. The applicable provisions of the Eastampton Township Zoning Ordinance shall control at all times.

SECTION FOUR: COVENANTS AND RESTRICTIONS

A. In order to protect and enhance the value of the lots and property subject to this Declaration, Grantor does hereby impose the following restrictions and covenants on said lots and property:

1. Subdivision Prohibited. No lot shall be further subdivided or re-divided.
2. Storm Water Management System: There is created and established, as shown on the engineering drawings and development plans approved by the Eastampton Township Land Use Board, a storm water management system, as shown on the Final Major Subdivision Plan approved by the Eastampton Township Joint Land Use Board, prepared by K2 Consulting Engineers, Inc., together with related pipes and other improvements, including buffer landscaping and related drainage and access easements for access to said basin, to be owned and maintained by the Association created herein. The maintenance of the storm water management system lots, the drainage basins, all pipes, structures and appurtenances related thereto, together with the drainage and access easements, and the buffer landscaping, shall be solely and completely the responsibility of the Association created herein. In addition, the Association shall be responsible for the maintenance of any equipment within the drainage basins, the cost of any electricity to operate same, and for any treatment of aquatic vegetation or other required maintenance of the water in said drainage basins. No lot owner shall alter, block or change the drainage structures, pipes or other improvements after same are constructed, nor shall any lot owner prevent or impede the flow of water within said lot or drainage easements. Eastampton Township shall not have maintenance responsibility relative to said drainage areas, nor shall the public or members of the Association be permitted within said areas, except as expressly permitted by the Association rules and regulations, and the maintenance of said drainage basins

and easements shall be solely and completely the responsibility of the Association after the basins are constructed by the Grantor, its successors and/or assigns, and inspected and approved by the Township Engineer. Ownership of the drainage basin by the Association is subject to a blanket easement for the right (but not the obligation) of Eastampton Township to enter on and in said drainage area for any legal or lawful purpose.

Should the Association disband or fail in its obligations with respect to maintenance of the drainage basin, the obligations shall become the responsibility of all of the lot owners in the Subdivision collectively. If Eastampton Township must undertake any repairs or maintenance, Eastampton Township will seek reimbursement from the individual lot owners pursuant to N.J.S.A. 40:55D-43(b) and (c) or any other remedy available to it in law or equity. The cost of such maintenance by Eastampton Township shall be assessed pro rata against the owners of each individual lot affected thereby and shall become a lien and tax on each such lot and shall be enforceable by the municipality in the manner provided by law with respect to real estate taxes assessed directly against each lot.

3. Open Space Easement: There is created and established, as shown on the engineering drawings and development plans, open lots identified as Block 600.05, Lot 5, Block 600.07, Lot 14, Block 600.08, Lot 15, Block 600.09, Lots 1, 9 and 17 as shown on Exhibit A. The open space shall be owned by the Association and dedicated as open space in perpetuity, and the Association shall be responsible for maintenance of the open space and any improvements thereon, and enforcing the provisions of this Declaration as to said open space. No members of the public may use said open space, or enter thereon, without the permission of the Association, and the use and enjoyment of said open space is limited to the Association members, their guests and invitees, in accordance with the rules and regulations of the Association.

4. Nuisances: No noxious or offensive activity shall be carried on a Lot nor shall anything be done thereon which may be or become an annoyance to the neighborhood as may be determined by the Association.

5. Signs: No signs of any kind other than the Site Identification Sign, shall be displayed to the public view on any Lot except those permitted by the Eastampton Land Use Board Resolution and Township Ordinance. The Site Identification Sign shall be a stained, white wooden post with a hanging wooden sign which will include the "Star Bicycle" theme as shown in Exhibit D .

6. Mailbox Gazebo: The approved mailbox gazebo shall have stained, white wooden posts, with a chamfered bottom and dark metal roof.

7. Fencing: In order to delineate the property lines from the central green/open area, a three (3) foot high vinyl fence will be installed along the inside perimeter as shown on the Common Fence Exhibit attached hereto as Exhibit "E". This fence shall mimic that of the Eastampton Village I properties as shown on Exhibit "F". The lot owners will be permitted to fence the interior property lines with the same type of fence.

White, chamfered fence posts will be installed at the interim property corners at each end of the row (or "stick") of townhouses at the properties that back up to the rear and side of the site as shown on Exhibit "G" attached hereto. The lot owners may then install a six (6) foot high solid, white vinyl fence utilizing these posts. Two (2) 8-foot sections of fence and one (1) 4-foot side gate will be permitted. The lot owners may be permitted to also install fencing on the interior property lines.

8. Garage Doors: The garage doors shall all be white in color. Three (3) or four (4) color choices shall be offered for the front doors which shall be consistent within the community.

9. Vinyl Siding: Each townhouse unit shall have six (6") inch colonial, beaded, vinyl siding on all sides of the unit(s).
10. Soil Erosion: Erosion and sediment control practices shall be in place prior to any grading operation, installation of proposed structures or utilities in accordance with the soil erosion plan approved by the Burlington County Soil Erosion District.
11. Animals: No animals shall be raised, bred, or kept on a Lot, for sale or any other commercial purpose.
12. Trash/Garbage Disposal & Recycling: All trash, garbage or other waste shall only be kept in sanitary containers and must be stored inside in garages. Such containers shall be kept in a clean and sanitary condition.
13. Boats, Trucks, etc.: Boats, trucks, commercial vehicles, recreational vehicles, buses, etc. will only be parked on site in compliance with the land use approvals and Township Ordinances.
14. No gasoline, gas, diesel, or other fuel propelled bicycle, motorbike, or motorcycle shall be used on any part of a Lot except on the dedicated roadways and the entrance driveways to the individual home.
15. Snow Removal: Open space and common sidewalks shall be maintained by the Association including the Woodlane Road sidewalk shall be maintained and plowed by the Association. Private driveways and sidewalks on individual Lots shall be maintained by the homeowner.
16. The Association will request Title 39 enforcement on site from the Township of Eastampton.

B. No amendment to any of the foregoing covenants and restrictions shall be effective unless expressly approved in writing by the Eastampton Township Land Use Planning Board.

SECTION FIVE: AMENDMENTS

1. Generally. Subject to the other provisions of this Declaration relative to amendments, this Declaration may be amended in the following manner:

(a) Before any Conveyances: Prior to the transfer of any Home by the Declarant to an Owner, the Declarant may amend this Declaration in any legal fashion as the Declarant may deem appropriate. After such first transfer of title, the terms of the following subparagraphs shall apply; provided, however, that any other provisions of this Declaration setting forth other conditions of amendment shall take precedence.

(b) Notice: Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting of the Board of Trustees in which a proposed amendment is considered and shall be served upon all Owners in the manner otherwise set forth herein for service of notices.

(c) Resolution: Except as provided in Paragraph (d) herein, an amendment may be proposed by the Board of Trustees. No proposed amendment shall be effective unless it has the affirmative vote of the Owners of at least fifty-one percent (51%) of the votes in the Association.

(d) Agreement: In the alternative, an amendment may be made by an agreement signed and acknowledged by that number of Association members necessary to adopt an amendment under subparagraph (c) above in the manner required for the execution of a deed, and such amendment shall be effective when recorded.

(e) Correcting Errors: If any amendment to this Declaration or the By Laws is necessary in the judgment of the majority of the entire Board of Directors to change, correct or supplement anything appearing or failing to appear therein which is incorrect, defective or inconsistent with anything in either this Declaration or the By-Laws or applicable law, or if such amendment is necessary to conform to the requirements of the Federal Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development or the Veterans' Administration with respect to comparable projects (if applicable), the Board of Trustees may, at any time and from time to time, effect an appropriate corrective amendment without the approval of the Owners or the holders of any liens on all or part of the Property, upon receipt by the Board of Trustees of an opinion of counsel to the effect that the proposed amendment is permitted by the terms of this paragraph. Each amendment shall be effective upon its recording.

SECTION SIX: DURATION AND ENFORCEMENT

1. Duration: All of the aforesaid covenants and restrictions shall be deemed to be covenants running with the land and shall bind any purchaser, their heirs, successors, administrators or assigns, in perpetuity. The covenants and restrictions established in Section Four of this Declaration shall remain in full force and effect unless modified or amended by a Declaration signed by a majority of the then record owners of the lots, fully recorded with the same formality as this Declaration, however, any amendment or change in the covenants and restrictions which resulted from the conditions set forth in the land use approvals granted by the Eastampton Township Joint Land Use Board, or an approval granted by another approving

authority, shall require the consent and approval of the Eastampton Township Land Use Planning Board or other approving authority.

Any amendment to this Declaration shall conform to any applicable Eastampton Township ordinance or land use regulation in effect at the time of the amendment.

2. Notices: Any notice required to be sent to any member or owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the person who appears as a member or owner on the records of the Association at the time of such mailing.

3. Enforcement: The Association, or any owner of any lot in the Subdivision, shall have the right to enforce these covenants and restrictions by any proceeding at law or in equity, against any person or persons violating or attempting to violate any covenants or restrictions, to restrain violation, to require specific performance and/or to recover damages; and against the land to enforce any lien created by these covenants; and failure by the Association or any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The expense of enforcement shall be chargeable to the owner of the lot upon which the violation of these covenants and restrictions shall constitute a lien on the lot, collectable in the same manner as assessments hereunder.

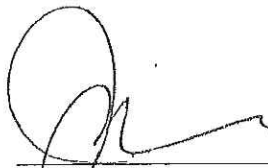
4. Savings Clause: Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way effect the validity of any other provision which shall remain in full force and effect.

5. Conflict with Local Laws or Regulations: In the case of any conflict between any provision of this Declaration and any Eastampton Township ordinance or land use regulation, or

any condition resulting from any land use approvals ("municipal regulations"), the municipal regulations shall control.

6. Municipal Lien for Enforcement: The Township of Eastampton may enforce any provision of this Declaration in default of its enforcement by any lot owner or the Association. However, nothing herein shall obligate Eastampton Township to enforce any provision hereof.

IN WITNESS WHEREOF, the undersigned Grantor has set his hand and seal the date and year first above written.



Witness

HOLGATE DEVELOPMENT, LLC
A New Jersey Limited Liability Company
(GRANTOR)

By: 

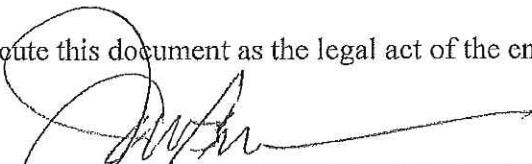
Gerald Pacella, MANAGING MEMBER

STATE OF NEW JERSEY :
COUNTY OF BURLINGTON : SS.

I CERTIFY that on this 11 day of AUGUST, 2015:

Gerald Pacella personally came before me and this person (or these persons if more than one) acknowledged under oath to my satisfaction that:

- a) Holgate Development, LLC was the maker of this document;
- b) was authorized to execute this document as the Manager of HOLGATE DEVELOPMENT, LLC, a New Jersey Limited Liability Company, the entity name in this document;
- c) was authorized to and did execute this document as the legal act of the entity.



JAMES W. BURNS ESQ
ATTORNEY AT LAW
STATE OF NEW JERSEY

BLOCK	LOT		PROPERTY LOCATION
600.05	1		189 Star Drive
600.05	2		187 Star Drive
600.05	3		185 Star Drive
600.05	4	Perez	1349 Woodlane Road
600.05	5	op space	1351 Woodlane Road
600.05	6		179 Star Drive
600.05	7		177 Star Drive
600.05	8		175 Star Drive
600.05	9		173 Star Drive
600.05	10		171 Star Drive
600.05	11		169 Star Drive
600.05	12		167 Star Drive
600.05	13		165 Star Drive
600.05	14		163 Star Drive
600.05	15		161 Star Drive
600.05	16		159 Star Drive
600.05	17		157 Star Drive
600.05	18		155 Star Drive
600.05	19		153 Star Drive
600.06	1		1 Ella Lane
600.06	2		3 Ella Lane
600.06	3		5 Ella Lane
600.06	4		7 Ella Lane
600.07	1		178 Star Drive
600.07	2		180 Star Drive
600.07	3		182 Star Drive
600.07	4		184 Star Drive
600.07	5		186 Star Drive
600.07	6		188 Star Drive
600.07	7		44 Ella Lane
600.07	8		42 Ella Lane
600.07	9		40 Ella Lane
600.07	10		38 Ella Lane
600.07	11		36 Ella Lane
600.07	12		34 Ella Lane
600.07	13		32 Ella Lane
600.07	14	op space	176 Star Drive
600.08	1		2 Ella Lane
600.08	2		4 Ella Lane
600.08	3		6 Ella Lane
600.08	4		8 Ella Lane
600.08	5		10 Ella Lane
600.08	6		12 Ella Lane
600.08	7		14 Ella Lane
600.08	8		30 Ella Lane
600.08	9		28 Ella Lane
600.08	10		26 Ella Lane
600.08	11		24 Ella Lane
600.08	12		22 Ella Lane
600.08	13		20 Ella Lane
600.08	14		18 Ella Lane

EXHIBIT "A"

600.08	15	op space	16 Ella Lane
600.09	1	op space	154 Star Drive
600.09	2		41 Ella Lane
600.09	3		39 Ella Lane
600.09	4		37 Ella Lane
600.09	5		35 Ella Lane
600.09	6		33 Ella Lane
600.09	7		31 Ella Lane
600.09	8		29 Ella Lane
600.09	9	op space	27 Ella Lane
600.09	10		25 Ella Lane
600.09	11		23 Ella Lane
600.09	12		21 Ella Lane
600.09	13		19 Ella Lane
600.09	14		17 Ella Lane
600.09	15		15 Ella Lane
600.09	16		13 Ella Lane
600.09	17	op space	11 Ella Lane

updated 5/22/15

EXHIBIT "A"

BYLAWS OF EASTAMPTON VILLAGE II HOMEOWNERS ASSOCIATION

ARTICLE I. NAME AND LOCATION

The name of the corporation is Eastampton Village II Homeowner's Association. The principal office of the corporation shall be located at 1198 Marlkrass Road, Cherry Hill, New Jersey, 08003, but meetings of members and board of directors may be held at such places within the State of New Jersey as may be designated by the directors.

ARTICLE II. DEFINITIONS

Section 1. "Association" shall mean and refer to Eastampton Village II Homeowner's Association, its successors and assigns.

Section 2. "Common area" shall mean all real property and easements owned by the Association, some of which may be restricted in use as determined herein or later by the Board.

Section 3. "Declarant" shall mean and refer to Holgate Development, LLC; its successors and assigns if such successors or assigns should acquire more than one undeveloped lot from declarant for purposes of development.

Section 4. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions, and Restrictions applicable to the subdivision and recorded on _____, in the office of the county recording officer of Burlington County, New Jersey in Book ___, at page_____.

Section 5. "Lot" shall mean and refer to any plot of land shown on the recorded subdivision plan with the exception of the easements dedicated to the Association and the Lots denominated as Block 600.05, Lot 1-19, Block 600.06, Lot 1-4, Block, 600.07, Lot 1-14, Block 600.08, Lots 1-15 and Block 600.09, Lots 1-17.

Section 6. "Resolution" shall mean the Resolution by the Township of Eastampton Joint Planning and Zoning Board approving the creation of the Subdivision including but not limited to Resolution No. 8-2015 of the Township of Eastampton Joint Planning and Zoning Board granting Preliminary and Final Major Subdivision approval dated January 21, 2015 and memorialized on February 4, 2015, and which is implemented by the filing of a Subdivision Plan dated _____ and revised to _____ and duly filed with the office of the Clerk of Burlington County on _____ as Map No. _____.

Section 7. "Subdivision" shall mean and refer to that certain tract of real property described in the declaration, and such additions thereto as may be brought within the jurisdiction of the Association pursuant to the provisions of the declaration.

ARTICLE III. MEETINGS OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of members shall be held within one year from the date of incorporation of the Association or not later than thirty (30) days after fifty (50) percent of the lots have been sold, whichever occurs first. Subsequent annual meetings of members shall be held on the same day of the same month of each year thereafter at the hour of one o'clock p.m. If the day for the annual meeting of members is a legal holiday, the meeting will be held at the same hour on the next following day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of members may be called at any time by the president or by the board of directors, or on written request of twenty five (25%) percent of all members who are entitled to vote.

Section 3. Notice of Meetings. Written notice of each meeting of members shall be given by, or at the direction of, the secretary or other person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least ten, but not more than fifty days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of receiving notice. Such notice shall specify the day, hour, and place of the meeting, and in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting, in person or by proxy, of a majority of the votes of the membership entitled to vote shall constitute a quorum for authorization of any action, except as may otherwise be provided in the declaration, the articles of incorporation, or these bylaws. If a quorum is not present at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present.

EXHIBIT "B"

Section 5. Proxies. At all meetings of members, each member I shall vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Proxies shall be revocable, and the proxy of any owner shall automatically terminate on conveyance by him of his lot.

ARTICLE IV. BOARD OF DIRECTORS - TERM OF OFFICE; FIRST ELECTION; REMOVAL

Section 1. Number. The affairs of the Association shall be managed by a board of three initial directors, who need not be members of the Association.

Section 2. Term of Office. At the first annual meeting, the members shall elect one director for a term of one year, one director for a term of two years, and one director for a term of three years; at each annual meeting thereafter, the members shall elect one director for a term of three years.

Section 3. Removal. Any director may be removed from the board, with or without cause, by a majority vote of the members of the Association. In the event of a death, resignation, or removal of a director, his successor shall be selected by the remaining members of the board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

ARTICLE V. BOARD OF DIRECTORS - NOMINATION AND ELECTION

Section 1. Nomination. Nomination for election to the board of directors shall be by nominating committee. However, nominations may also be made from the floor at any annual meeting of members. The nominating committee shall consist of a chairman who shall be a member of the board of directors, and two or more members of the Association. The committee shall be appointed by the board of directors prior to each annual meeting to serve from the close of such meeting until the close of the next annual meeting, and such appointment shall be announced at each annual meeting. The nominating committee shall make as many nominations for election to the board of directors as it shall in its discretion determine, but in no event shall it nominate less than the number of vacancies to be filled.

Section 2. Election. Election to the board of directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as

they are entitled to exercise under the provisions of the declaration. Persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI. BOARD OF DIRECTORS MEETINGS

Section 1. Regular Meetings. Regular meetings of the board of directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the board. In the event the regular date for a meeting falls on a legal holiday, such meeting shall be held at the same time on the next following day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the board of directors shall be held when called by the president of the Association, or by any two directors, after not less than three days' notice to each trustee.

Sections. Quorum. A majority of the directors shall constitute a quorum for the transaction of business. Every act performed or decision made by a majority of directors present at a duly held meeting in which a quorum is present shall constitute the act or decision of the board.

ARTICLE VII. BOARD OF DIRECTORS -POWERS AND DUTIES

Section 1: Powers. The board of directors shall have power to:

- (a) Adopt and publish rules and regulations governing the use of the common areas and facilities including the personal conduct of the members and their guests thereon; and to establish penalties for infractions of such rules and regulations;
- (b) Suspend the voting rights and right to use of the recreational facilities, if any, of any member during any period in which such member is in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed thirty days for infraction of published rules and regulations;
- (c) Exercise on behalf of the Association all powers, duties, and authority vested in or delegated to the Association and not specifically reserved to the membership by the declaration, certificate of incorporation, or by other provisions of these bylaws;
- (d) Declare the office of a member of the board of directors to be vacant in the event that such member is absent from three consecutive regular meetings of the board of directors; and
- (e) Employ a manager, independent contractors, and other employees as they may deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the board of directors to:

- (a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at each annual meeting, or at any special meeting at which such a statement is requested in writing by one-fourth of the members entitled to vote thereat;
- (b) Supervise all officers, agents, and employees of the Association and see to it that their duties are properly performed;
- (c) As more fully provided in the declaration, to:
 - (1) Fix the amount of the annual assessment against each lot at least thirty days in advance of each annual assessment period; and
 - (2) Send written notice of each assessment to every owner subject thereto at least thirty days in advance of each annual assessment period; and
 - (3) Foreclose the lien against any property for which assessments are not paid within thirty days after the due date, or to bring an action at law against the owner personally obligated to pay the same.
- (d) Issue, or cause an appropriate officer to issue, on demand by any person, a certificate setting forth whether or not any assessment has been paid. A statement in a certificate to the effect that an assessment has been paid shall constitute conclusive evidence of such payment. The board may impose a reasonable charge for the issuance of these certificates;
- (e) Procure and maintain adequate liability and hazard insurance on all property owned by the Association;
- (f) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and
- (g) Cause the common area to be maintained.

EXHIBIT "B"

ARTICLE VIII. OFFICERS AND THEIR DUTIES.

Section 1. Enumeration of Officers. The officers of the Association shall be a president and vice president, a secretary and treasurer, and such other officers as the board 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 directors following each annual meeting of members.

Section 3. Term. The officers of the Association shall be elected annually by the board. Each shall hold office for a term of one (1) year unless he shall sooner resign, or shall be removed or otherwise disqualified to serve.

Section 4. Special Appointments. The board may elect such other officers as the affairs in the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the board may, from time to time, determine.

Section 5. Resignation and removal. Any officer may be removed from office by the board at any time with or without cause. Any officer may resign at any time by 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 6. Vacancies. A vacancy in any office may be filled by appointment of the board. The officer appointed to such vacancy shall serve for the unexpired term of the officer he replaces.

Section 7. Multiple offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices, except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

(a) President. The president shall preside at all meetings of the board of directors; shall see that orders and resolutions of the board are carried out; shall sign all leases, mortgages, deeds, and other instruments, and shall cosign all checks and promissory notes.

(b) Vice president. The vice president shall act in the place of the president in the event of his absence, inability, or refusal to act, and shall exercise and discharge such other duties as may be required of him/her by the board.

(c) Secretary. The secretary shall record the votes and keep the minutes of all meetings and proceedings of the board and of the members; keep the corporate seal of the Association and affix it to all papers so requiring; serve notice of meetings of the board and of members; keep appropriate current records showing the members of the Association together with their addresses; and perform such other duties as may be required by the board or by law.

(d) Treasurer. The treasurer shall receive and deposit in appropriate bank accounts all funds of the Association, and shall disburse such funds as directed by resolution of the board of directors; shall sign all checks and promissory notes of the Association; shall keep proper books of account; shall cause an annual audit of the Association books to be made by a certified public accountant at the completion of each fiscal year; and shall prepare an annual budget and statement of income and expenditures, a copy of which documents shall be delivered to each member, and a report on which shall be given at their regular annual meeting of members,

ARTICLE IX. COMMITTEES.

The Association shall appoint committees to carry out the requirements set forth in the declaration, a nominating committee as provided in Article V of these bylaws, and an architectural committee. In addition, the board of directors may appoint such other committees as it may deem appropriate in the performance of its duties.

ARTICLE X. MEMBERS; DUTIES

Each Owner shall be a member of the Holgate Development Homeowner's Association and shall be subject to all duties and responsibilities as set forth more particularly in the Declaration, Articles of Incorporation, and any and all rules and regulations promulgated by the Association, as deemed appropriate from time to time.

ARTICLE XI. ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien on the property against which such assessments are made. Any assessments which are not paid when due are considered

delinquent. If an assessment is not paid within thirty days after the due date, the assessment bears interest from the date of delinquency at the rate of twelve percent (12%) per annum, and the Association may bring an action at law against the owner personally obligated to pay the same, or may foreclose the lien against his property. Interest, costs and reasonable attorney's fees shall be awards to the Association in any such successful action.

ARTICLE XII. BOOKS AND RECORDS; INSPECTION

The books, records, and papers of the Association shall be subject to inspection by any member during ordinary business hours. The declaration, certificate of incorporation, and bylaws of the Association shall be available for inspection by any member at the principal office of the Association, where copies shall be made available for sale at a reasonable price.

ARTICLE XIII. CORPORATE SEAL

The Association shall have a seal containing the words: Holgate Development Homeowners' Association, Inc.

ARTICLE XIV. FISCAL YEAR

The fiscal year of the Association shall be the calendar year, except that the first fiscal period shall begin on the date of incorporation and shall end on December 31st of the year of incorporation.

ARTICLE XV. AMENDMENTS

These bylaws may be amended, at a regular or special meeting of members, by vote of a majority of a quorum of members present in person or by proxy, unless such amendment would cause a change in structure of the Association or a modification or alteration of ownership of any property owned by the Association, in which case, the Association shall give 60 days advanced notice to the Township of Eastampton Planning Board and the Township of Eastampton Development Review Committee, if applicable, prior to any such meeting. In the event that the membership of the Association votes to enact such a change, such change shall not become effective until approved by the Township of Eastampton Joint Planning and Zoning Board and the Township of Eastampton Development Review Committee, if applicable.

EXHIBIT "B"

ARTICLE XVI. CONFLICTS

In the case of any conflict between the certificate of incorporation and these bylaws, the certificate shall control; in the case of any conflict between the declaration and these bylaws, the declaration shall control.

EXHIBIT "B"

EASTAMPTON VILLAGE II
HOA BUDGET - PRELIMINARY

Eastampton Village II HOA Budget
Full Occupancy Budget - 62 Units

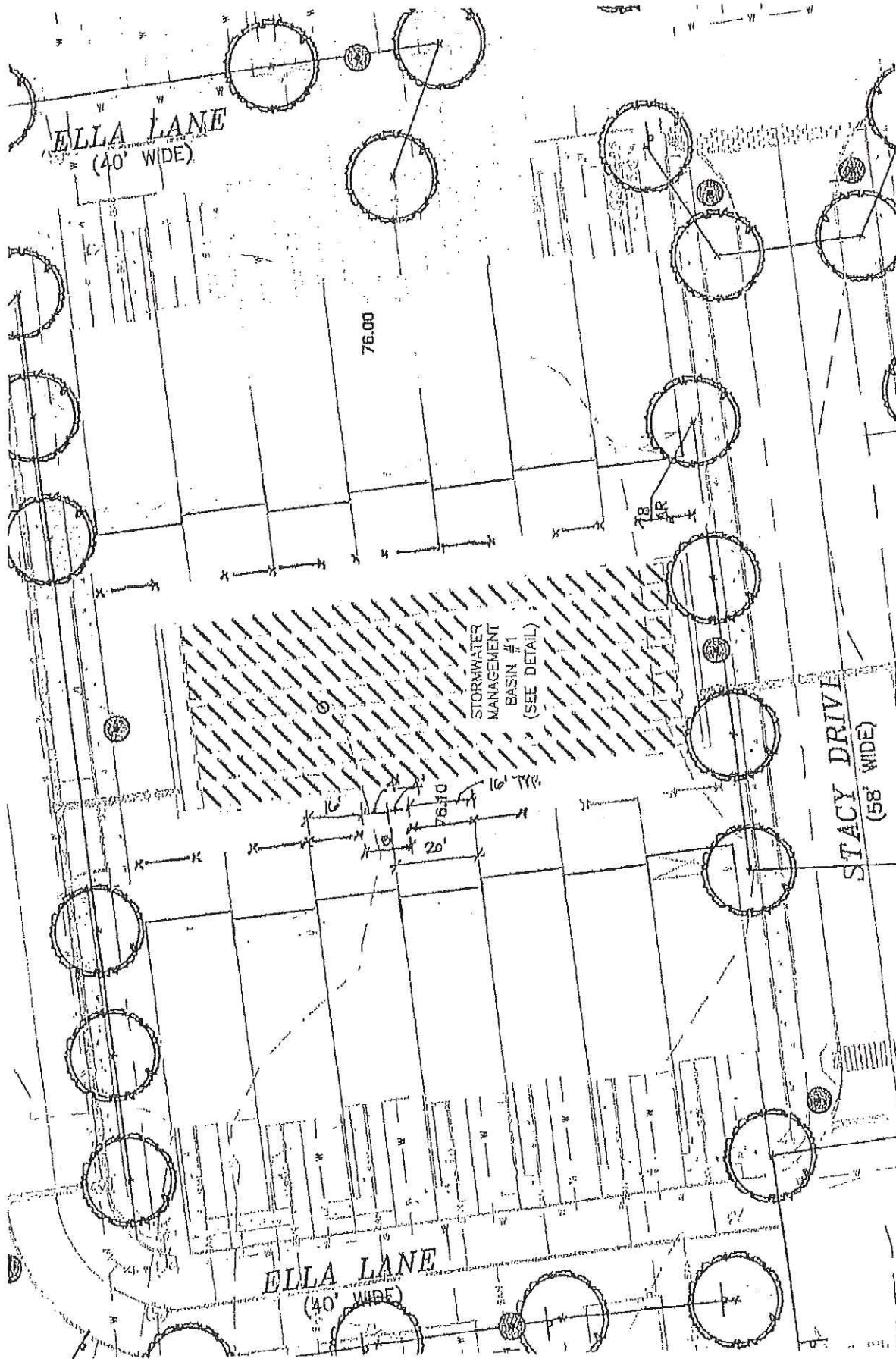
Landscape & Turf Maintenance	\$28,800
Snow Removal (sidewalks only)	\$5,000
Annual Basin Maintenance	\$2,500
Insurance	\$2,500
HOA Lighting (signage, park, mail gazebo)	\$1,800
Taxes	\$1,000
Management & Professional Services	\$17,000
Capital Reserve	\$15,000
Total Annual	\$73,600
Annual per unit	\$1,187.10
Monthly per unit	\$99
Recommended Monthly Fee	\$100

EXHIBIT "C"

ADDITIONAL EXHIBITS



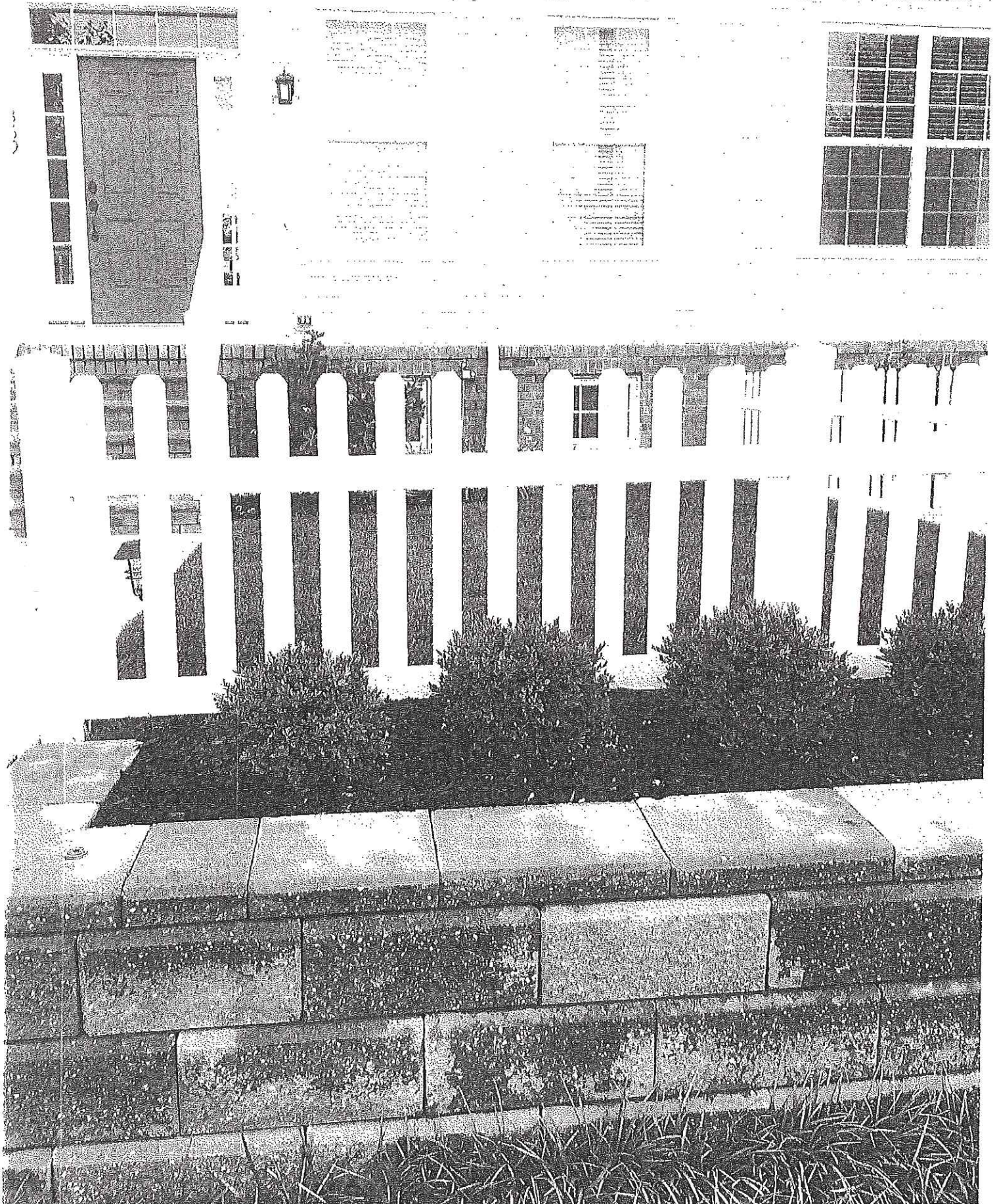
EXHIBIT "D"

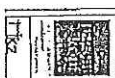


EASTMAN VILLAGE II CANTON PEACE EXHIBIT
3-11-15

EXHIBIT "E"

EXHIBIT "F"





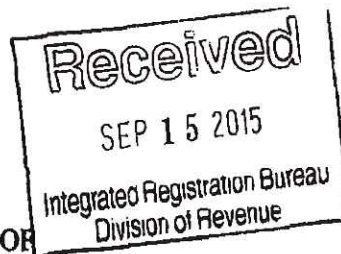
UNION: 600-101 502, 503, 504 & 501 TAX MAP PLATS
MILPITAS COUNTY

NEW JENSEN

3-19-15 JP

BY-LAWS

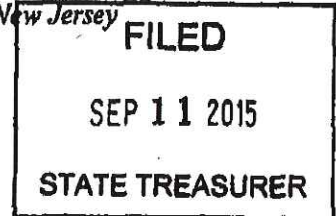
CERTIFICATE OF INCORPORATION OF
EASTAMPTON VILLAGE II HOMEOWNERS
ASSOCIATION, INC.



CERTIFICATE OF INCORPORATION OF
EASTAMPTON VILLAGE II HOMEOWNERS ASSOCIATION, INC.

NP

The undersigned, who is of full age, in order to form a corporation pursuant to the provisions of the New Jersey Not-for-profit Corporation Act, Title 15A of the *New Jersey Statutes Annotated*, does hereby certify:



ARTICLE I

Name

The name of the corporation is "EASTAMPTON VILLAGE II HOMEOWNERS ASSOCIATION, INC.," hereinafter called the "Association".

0101038578

ARTICLE II

Principal Office

The principal office of the Association is located at 1198 Markkress Road, Cherry Hill, New Jersey, 08003.

ARTICLE III

Registered Agent

Gerald Pacella, whose mailing address and location is 1198 Markkress Road, Cherry Hill, New Jersey, 08003 is hereby appointed the initial registered agent of this Association.

ARTICLE IV

Purpose and Powers of the Association

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for the maintenance, preservation and control of the common Area within that certain tract of property described in Exhibit "A" of the Declaration of Easements, Covenants and Restrictions, recorded or intended to be recorded in the Office of the Clerk of Burlington county, as same may be amended and/or supplemented as therein provided; to promote the health, safety and welfare of the residents within the above described property and for these purposes:

- A. To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the aforesaid Covenants and Restrictions and in the By-Laws of the Association annexed as an Exhibit to the Covenants and Restrictions, as they both may be amended and/or

12/26/09
11/25/08

- supplemental from time to time as therein provided, said Covenants and Restrictions and By-Laws being incorporated herein as if set forth at length;
- B. To fix, levy, collect and enforce payment by any lawful means of all charges or assessments pursuant to the terms of said Covenants and Restrictions and By-Laws of the Association; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association.
 - C. To acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;
 - D. To borrow money, to mortgage, pledge, deed in trust or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred; and
 - E. To have and to exercise any and all powers, rights and privileges which a corporation organized under the Not-for-profit Corporation Law of the State of New Jersey by law may nor or hereafter have or exercise.

ARTICLE V

Membership

Every person or entity who is a record owner of a fee interest in any home within the area of the Homeowner's Association shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Upon termination of the interest of the Homeowner, his membership shall automatically terminate and shall be transferred and shall inure to the new Homeowner succeeding him in interest.

ARTICLE VI

Board of Directors

The affairs of this Association shall be managed by a Board of Directors. The initial Board of Directors shall be composed of three (3) persons who need not be members of the Association. The names and addresses of the persons who are to act in the capacity of Directors until the selection of their successors are:

GERALD PACELLA
PO Box 3833
1198 Marlgress Road
Cherry Hill, NJ 08034

BRAD PACELLA
PO Box 3833
1198 Marlgress Road
Cherry Hill, NJ 08034

MARC PACELLA
PO Box 3833
1198 Marlgress Road
Cherry Hill, NJ 08034

The method of electing Directors shall be set forth in the By-Laws of the Association.

ARTICLE VII

Distribution of Assets

Upon dissolution, the assets of the Association shall be distributed in accordance with the applicable law or the Covenants and Restrictions of the Homeowners Association.

ARTICLE VIII

Duration

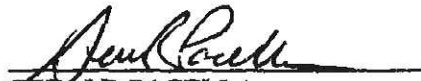
The corporation shall exist perpetually

ARTICLE IX

Amendments

Amendment of this Certificate shall require the assent of seventy-five (75%) percent of the members of the Association

IN WITNESS WHEREOF, for the purpose of forming this nonprofit corporation under the laws of the State of New Jersey, the undersigned, the incorporator of this Association, has executed this Certificate of Incorporation this 10 day of September, 2015.


GERALD PACELLA

EXHIBITS

AMENDMENT TO DECLARATION OF
EASEMENTS, COVENANTS, CONDITIONS
AND RESTRICTIONS OF
EASTAMPTON VILLAGE II

COPY

AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS,
CONDITIONS AND RESTRICTONS OF EASTAMPTON VILLAGE II

This Amendment ^{pertains} ~~is to be attached~~ to and becomes part of the Declaration of Easements, Covenants, Conditions and Restrictions of the Eastampton Village II (hereinafter "Declaration") made by Holgate Development, LLC (the "Grantor") dated August 11, 2015 and recorded in the Burlington County Clerk's Office on September 1, 2015 in Book OR 13188 at Page 2664 et seq.

It is further agreed and understood that the following provisions shall be included in and made part of said Declaration. If there is any conflict between the provisions of this Amendment and the Declaration the provisions of this Amendment shall control the Declaration:

1. ^A The attached Exhibit identified as the Eastampton Village II Common Fence Easement dated 10/6/15 shall replace Exhibit "E" of the Declaration.
2. ^B The attached Exhibit entitled Construction Details Eastampton Village II and dated July 31, 2014 shall replace Exhibit "F" of the Declaration and shall serve to identify not only the required type of fencing but other construction details of Eastampton Village II.

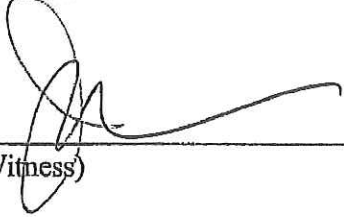
RECEIVED
2015 OCT 26 P 12:
BURLINGTON COUNT
CLERK

"C"

3. The attached Exhibit entitled Site Improvement Plan Eastampton Village II and dated July 31, 2014 shall be added to the Declaration as Exhibit "H" in Section Four, Subsection 7.

IN WITNESS WHEREOF, the undersigned Grantor has set his hand and seal the date and year first above written.

Witness:


(Witness)

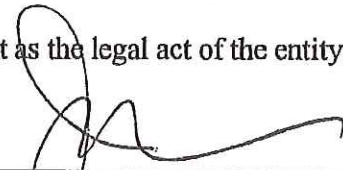
HOLGATE DEVELOPMENT, LLC,
a New Jersey Limited Liability Company
(Grantor)


By: Gerald Pacella, Managing Member

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

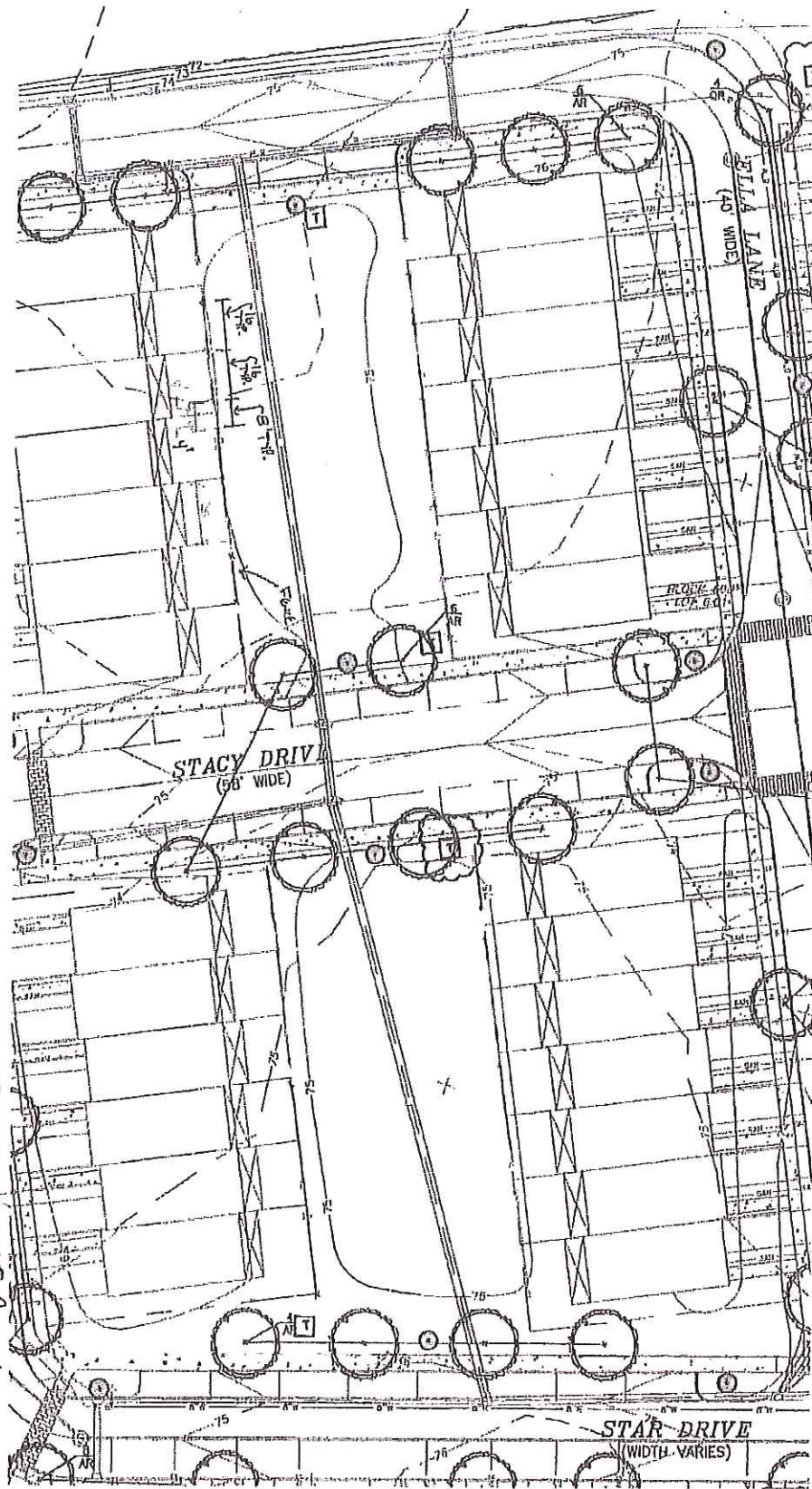
I CERTIFY that on October 23, 2015, GERALD PACELLA, personally came before me and this person acknowledged under oath to my satisfaction that:

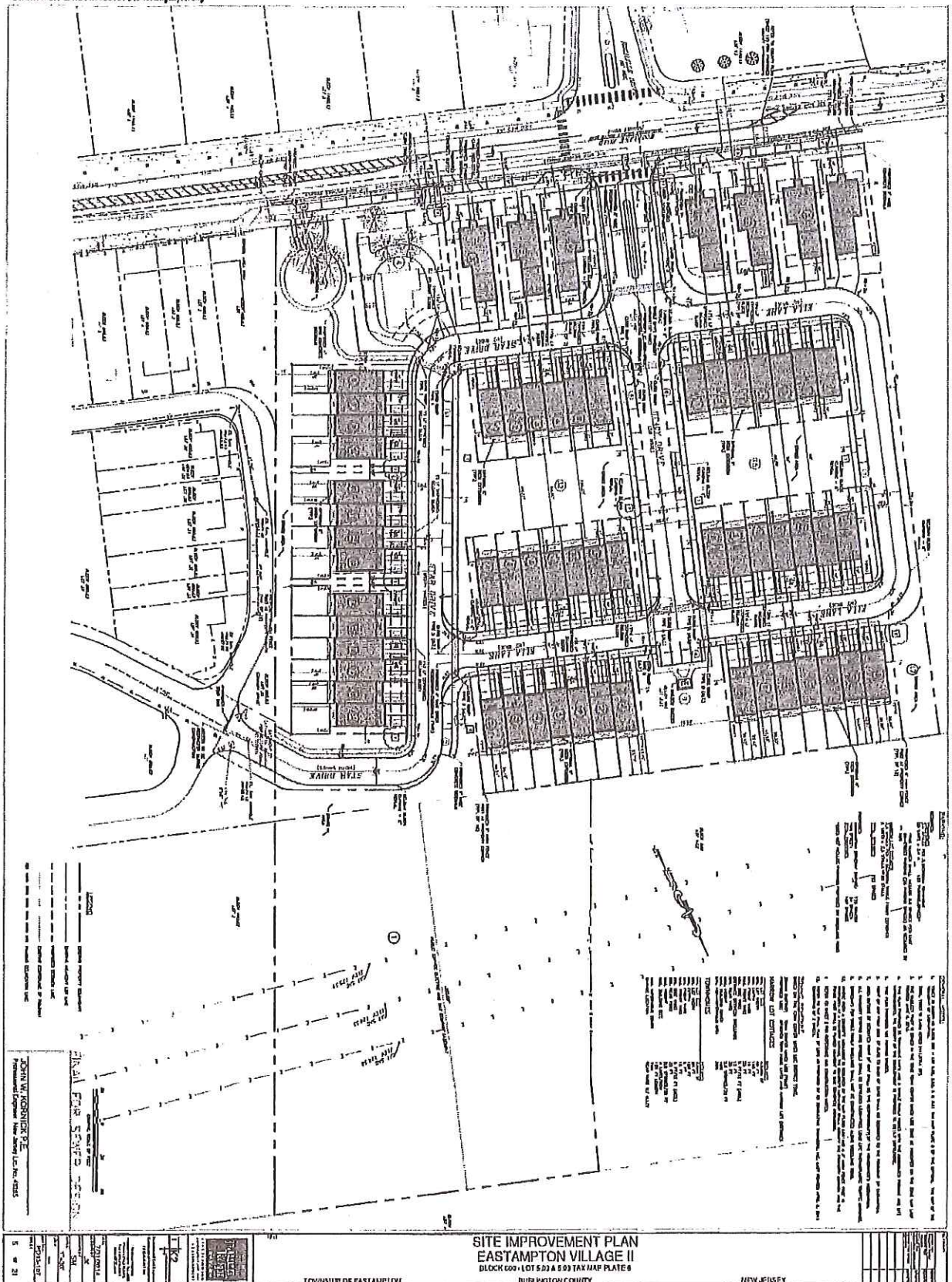
- a) Holgate Development, LLC was the maker of this document;
- b) was authorized to execute this document as the Manager of Holgate Development, LLC, a New Jersey Limited Liability Company, the entity named in this document; and
- c) was authorized to execute this document as the legal act of the entity.


James W. Burns, Esquire
Attorney At Law
State of New Jersey

11
A

EXPLANATION: Sheet II Contain
Fence Extension 10-6-15





SITE IMPROVEMENT PLAN
EASTAMPTON VILLAGE II
BLOCK 600 - LOT 522 & 523 TAX MAP PLATE 6

TOWNSHIP OF EASTAMPTON

BURGESS COUNTY

NEW JERSEY

DATE	JAN 1998
BY	JOHN W. KOSOWSKI, P.E.
CHECKED BY	
APPROVED BY	
PROJECT NO.	
SCALE	
NOTES	

NO.	DESCRIPTION
1	SEE PLAN FOR DETAILS
2	SEE PLAN FOR DETAILS
3	SEE PLAN FOR DETAILS
4	SEE PLAN FOR DETAILS
5	SEE PLAN FOR DETAILS
6	SEE PLAN FOR DETAILS
7	SEE PLAN FOR DETAILS
8	SEE PLAN FOR DETAILS
9	SEE PLAN FOR DETAILS
10	SEE PLAN FOR DETAILS

SECOND AMENDMENT TO DECLARATION
OF EASEMENTS, COVENANTS, CONDITIONS
AND RESTRICTIONS OF
EASTAMPTON VILLAGE II



Prepared By: Eva M. Fatenko, Esquire

**SECOND AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS,
CONDITIONS AND RESTRICTIONS OF EASTAMPTON VILLAGE II**

This Second Amendment to the Declaration of Easements, Covenants, Conditions and Restrictions of Eastampton Village II (the "Second Amendment"), is dated MARCH 23 2017, and is made by **HOLGATE DEVELOPMENT, LLC**, a New Jersey limited liability company, with an office located at _____ (the "Declarant").

WHEREAS, the Declarant established Eastampton Village II (the "Community") by executing and recording a certain Declaration of Easements, Covenants, Conditions and Restrictions of Eastampton Village II, in the Office of the Burlington County Clerk, on September 1, 2015, in Book OR 13188, beginning at Page 2664, as amended by Amendment to Declaration of Easements, Covenants, Conditions and Restrictions of Eastampton Village II, recorded in the Office of the Burlington County Clerk, on October 30, 2015, in Book OR 13196, beginning at Page 2250 (together, the "Declaration").

WHEREAS, the Declarant desires to amend the Declaration to clarify certain maintenance obligations of the Homeowner's Association, as more fully described below, and to provide certain development rights of builders of Lots in the Community, as further described below, pursuant to the rights reserved by the Declarant to do so in Section Five, Paragraph 1(a) of the Declaration.

NOW, THEREFORE, on the basis of the foregoing, the Declarant hereby amends the Declaration as follows:

1. Capitalized terms used herein shall have the definitions contained in the Declaration, as previously amended, unless they are otherwise defined herein or the context otherwise requires.
2. Section 2, subsection 1 of the Declaration is hereby amended to reflect that the Assessments attributable for any Lot owned by the Declarant or any Lot Developer shall be subject to the provisions set forth in subsection 14, as amended in this Second Amendment.
3. Section 2, subsection 3 of the Declaration is hereby amended to reflect that the Initial Working Capital Contribution is not due from the Declarant with respect to any Lots it owns or from any Lot Developer with respect to any Lots it owns.
4. Section 2, subsection 7 of the Declaration is hereby amended to reflect that a Lot Developer shall be not required to pay any Emergency and Special Assessment to which it does not expressly consent.
5. Section 2, subsection 14 of the Declaration is hereby amended to reflect that the Declarant shall be responsible for the payment of the Annual Assessment due for any Lots it or a Lot Developer owns which are either vacant or under construction to the extent that there is any

benefit derived from those Lots from the items in the Association's budget, which shall be at Declarant's sole discretion. For any Lots owned by the Declarant which have been issued a Certificate of Occupancy, the Declarant shall be responsible for the payment of the Annual Assessment attributable to those Lots.

6. Section 2 of the Declaration is hereby amended to include the following new subsection:

"15. Maintenance. The Association shall be responsible for (i) maintaining, repairing and replacing all Common Areas pursuant to the terms, conditions and restrictions set forth in this Declaration and the Resolution, including, but not limited to, common area trees, bushes and shrubs and cutting and maintenance of grass in common areas; and (ii) providing basic, on-lot lawn mowing services for the front and rear yard areas of the Lots conveyed to Owners, other than the Declarant or any Lot Developer, so long as those yard areas are not enclosed with any type of fencing or barriers or otherwise obstructed by any improvements such as decks or other installed appurtenances, such as swing sets, etc. In the event that the Association cannot provide said on-lot lawn mowing services due to the aforementioned reasons to any of the Lots, the Owner of the affected Lot shall not be entitled to a reduction in the Annual Assessment due from his or her Lot."

7. Section 3, subsection 1 of the Declaration is hereby amended to reflect that a Lot Developer is not required to obtain the prior consent of the Declarant or the Association prior to installing or constructing any improvements on any of its Lots.

8. Section 3, subsection 4 of the Declaration is hereby amended to reflect that a Lot Developer is not subject to any architectural controls imposed by the Declarant or the Association for any improvements which it installs or constructs on any of its Lots, other than those required by the Resolution and the Eastampton Township Zoning Ordinance, as same may be amended from time to time.

9. Section 4, subsection A is hereby amended to include the following new subsection:

"16. For Sale Signs. Owners, including the Declarant and any Lot Developer, may install signs advertising the sale of his, her or its Lot so long as such signs conform to the requirements set forth in the Eastampton Township Zoning Ordinance, as same may be amended from time to time. The Declarant and any Lot Developer may also install other such marketing signs upon any of their respective Lots so long as such signs conform to the requirements set forth in the Eastampton Township Zoning Ordinance, as same may be amended from time to time."

10. The Bylaws of the Association, which are attached as Exhibit "B" to the Declaration, are hereby amended as follows:

A. Article II is hereby amended to include the following definition:

"**Lot Developer**" shall mean any person or entity to whom the Declarant has transferred any number (but less than all) of Lots or Units held by the Declarant in the

ordinary course of business, and such person or entity holds such Units for resale or to construct dwelling units on such Lots or complete dwelling units in process and offer such as completed Units for sale in the ordinary course of business.

B. Article III, Section 1 of the Bylaws is hereby amended and restated in its entirety as follows:

"All annual meetings of Members shall be held on a date to be established by the Board, except that the first such annual meeting shall be held within sixty (60) days following the conveyance of fifty percent (50%) of the total number of Lots planned for the Community to Owners, other than the Declarant or any Lot Developer. At each annual meeting, the Members may vote on questions and transact other business of the Association."

C. Article IV, Section 2 of the Bylaws is hereby amended and restated in its entirety as follows:

"Section 2. Election and Term of Office.

D. Not later than sixty (60) days after the initial sale and conveyance of fifty percent (50%) of the total number of Units planned for the Community (being 31) to Owners, other than the Declarant or any Lot Developer, all Owners shall be notified and requested to attend a Special Meeting of the Association at which time the Board shall automatically expand to five (5) Directors and the Owners, other than the Declarant or any Lot Developer, shall elect two (2) Directors, and the Declarant shall have the right to appoint three (3) Directors. The Unit Owner-elected Directors shall each serve a term which expires upon occurrence of the final transition election described in subsection B below.

E. No later than sixty (60) days after the initial sale and conveyance of seventy-five percent (75%) of the total number of Lots planned for the Community (being 47) to Owners, other than the Declarant or any Lot Developer, all Owners shall be notified and requested to attend a Special Meeting of the Association at which time the Owners, other than the Declarant or any Lot Developer, shall be entitled to elect four (4) Directors and the Declarant shall have the right to appoint one (1) Director. Of the Directors so elected, (i) the person who receives the highest number of votes shall have been elected to a three (3) year term; (ii) the person who receives the next highest number of votes shall have been elected to a three (3) year term; (iii) the person who receives the next highest number of votes shall have been elected to a two (2) year term; and, (iv) the person who receives the next highest number of votes shall have been elected to a two (2) year term. The Declarant shall retain the right, at its discretion, to appoint one (1) of the five (5) Directors for so long as any Lot held for sale by the Declarant or any Lot Developer, as the case may be, remains unsold in the ordinary course of business. Upon the resignation of the Declarant-appointed Director, the Owners shall be notified and requested to attend a Special Meeting of the Association for the purpose of electing a replacement Director, who will serve a one (1) year term.

11. This Second Amendment is made subject to the terms of the Declaration.

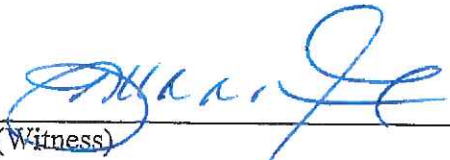
12. Except as modified hereby, the Declaration, shall remain in full force and effect, unaffected by this Second Amendment. To the extent that there may be any inconsistencies between the terms of the Declaration, as previously amended, and the terms of this Second Amendment, the terms hereof shall control.

13. The Lot Developer is executing and joining in this Second Amendment for the purpose of acknowledging, consenting to and agreeing to the modifications and amendments described herein to the extent that it now has a legal and/or equitable interest in the Property.

IN WITNESS WHEREOF, the Declarant and the Lot Developer execute this Second Amendment as of the day and year first above written.

Witness:

DECLARANT:
HOLGATE DEVELOPMENT, LLC,
a New Jersey Limited Liability Company

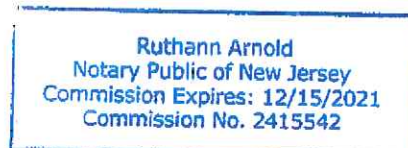

(Witness)

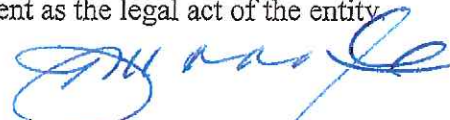

By: Gerald Pacella, Managing Member

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

MARCH
I CERTIFY that on ~~February~~ 23, 2017, GERALD PACELLA, personally came before me and this person acknowledged under oath to my satisfaction that:

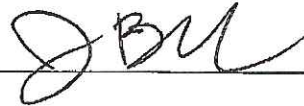
- a) Holgate Development, LLC was the maker of this document;
- b) was authorized to execute this document as the Manager of Holgate Development, LLC, a New Jersey Limited Liability Company, the entity named in this document; and
- c) was authorized to execute this document as the legal act of the entity

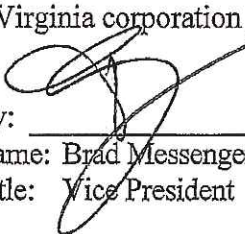



~~James W. Burns, Esquire~~
~~Attorney At Law~~
~~State of New Jersey~~

ATTEST:

LOT DEVELOPER:
NVR, INC. t/a RYAN HOMES
a Virginia corporation



By: 
Name: Brad Messenger
Title: Vice President

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

On March 22, 2017, personally appeared Brad Messenger, who is the Vice President of NVR, INC. t/a RYAN HOMES, a Virginia corporation authorized to conduct business in New Jersey, the corporation named as the Lot Developer in the within instrument, and he acknowledged under oath, to my satisfaction, that he signed, sealed and delivered the within instrument as his voluntary act and deed and as a duly authorized act of said corporation made by a proper resolution of its Board of Directors.



115838797v2

MARY A. PROVO
Notary Public of New Jersey
My Commission Expires 4/13/20