

DECLARATION OF COVENANTS.
CONDITIONS AND RESTRICTIONS
OF

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DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS

OF

Hunterdon Woods Community Association Inc.



Instr# 8292377

Dorothy K. Tirpok

Recorded/Filed

ASB Hunterdon County Clerk

09/22/2000

08:66

DEED OTHER

NOTICE: EACH OWNER OF A LOT SUBJECT TO THIS DECLARATION MUST
COMPLY WITH SECTION 19 PRIOR TO ANY RESALE OF THE
LOT.

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

The **DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS** (the "Declaration"), made this 19th day of SEPTEMBER, 2000, by Toll NJ IV, L.P. a New Jersey limited partnership, for itself, its successors, grantees and assigns other than the purchasers of a Lot (herein called the "Declarant").

Section 1. Submission to the Declaration. Declarant hereby submits the land consisting of 107.12 acres located in Bethlehem Township, Hunterdon County, New Jersey and more fully described on Exhibit "A" hereto, together with the buildings and improvements to be constructed thereon, and all easements, rights and appurtenances belonging thereto (the "Property"), to the terms, conditions and provisions of this Declaration.

Section 2. Definitions. The following terms when used herein and in the By-Laws shall have the meanings ascribed to them by this Section 2.

(a) **"Assessments"** shall mean those assessments payable by the Owners upon notification by the Association as provided herein. Each Assessment shall be separate and payable by the Owner of the Lot against which the Assessment is levied.

(b) **"Association"** shall mean Hunterdon Woods Community Association, a New Jersey non-profit corporation, being an association of all Owners and the Declarant while it owns a Lot subject to this Declaration.

(c) **"Board of Directors"** shall mean a group of individuals who shall manage and administer the business affairs and operation of the Association on behalf of the Members.

(d) **"By-Laws"** shall mean the governing rules and procedures for the operation of the Association.

(e) **"Common Expenses"** shall mean the expenses for which all of the Owners shall be liable pursuant to this Declaration or the By-laws.

(f) **"Common Receipts"** shall mean the funds collected from Owners as Assessments and receipts designated as common by the provisions of this Declaration and the By-Laws.

(g) **"Common Surplus"** shall mean the excess of all Common Receipts over all Common Expenses.

(h) "**Community**" shall mean the development known as Hunterdon Woods which includes the Property.

(i) "**Community Facilities**" shall include the open space areas, including passive recreation areas, entrance signs and monuments, perimeter buffer, storm water retention, detention and drainage facilities and areas, and all other property or facilities shown on the Plan as within the Community, but not located on an individual lot or within areas to be dedicated to Bethlehem Township, and any other property which the Community Association may hereafter own or maintain.

(j) "**Lot**" shall mean each separate and subdivided parcel of land which is shown on the Plan as a building lot, and all structures which are or will be erected thereon.

(k) "**Members**" shall mean Class A and Class B Members of the Association, as these terms are defined herein.

(l) "**Owner**" shall mean the record owner of any Lot, excluding those persons having an interest merely as security for the performance of an obligation, and excluding the Declarant. Multiple Owners of a single Lot shall together be deemed one Owner for purposes of this Declaration.

(m) "**Plan**" shall mean the Final Subdivision Plan, approved by Bethlehem Township and recorded in the Clerk's Office of Hunterdon County, New Jersey, on Sept 22, _____, 2000, in Book _____, Pages _____, showing the Property.

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Section 3. Applicability; Membership in the Association.

(a) This Declaration shall be applicable to the Property.

All Owners of Lots and their tenants, guests, or invitees, and any other persons who shall be permitted to use the Community Facilities, shall be subject to this Declaration, the By-Laws and any rules and regulations promulgated by the Board of Directors.

(b) All Owners upon acceptance of the deed to their Lots shall become Members of the Association and shall be obligated to pay all Assessments levied by the Association. Membership in the Association shall be limited to the Owners of Lots subjected to this Declaration and the Declarant. Except as set forth herein, the affairs of the Association shall be governed by the By-Laws.

(c) There shall be two classes of Members in the Association: Class A Members and the Class B Member.

(i) Class A Members shall be all Owners. Class A Members shall be entitled to one (1) vote for each Lot they own in the Community.

(ii) The Class B Member shall be the Declarant who shall have four (4) votes for each Lot in the Community which the Declarant owns, including all Lots owned by Declarant within any property annexed into the Community in accordance herewith. Class B membership shall be converted to one (1) vote for each Lot in the Property which the Declarant owns or on which it reserves the right to build a house upon the earlier to occur of either of the following events:

(A) When the total number of votes outstanding among Class A Members equals the total number of votes outstanding in the Class B membership; or

(B) The expiration of ten (10) years from the initial recordation of this Declaration.

(d) Notwithstanding any other provision of this Declaration or the By-Laws, no action shall be taken or adopted by the Association which would in any way affect any of the rights, privileges, powers or options of the Declarant (including, but not limited to, development of the Property or the marketing program of the Declarant) without the prior written approval of the Declarant.

(e) Only those Class A Members in good standing and entitled to vote shall be considered in determining whether, as to Class A Members, a quorum is present at a meeting of the Association or for determining the percentage of Class A Members voting on a matter. A Class A Member shall be deemed to be "in good standing" and "entitled to vote" at any annual meeting or at any special meeting of the Association if, and only if, he shall have fully paid all Assessments made or levied against him or against his Lot by the Board of Directors as against his Lot, at least ten (10) days prior to the date fixed for the annual or special meeting and has not violated any of the covenants and conditions contained in this Declaration, the By-Laws or rules and regulations.

(f) In the event a Member shall lease or permit another to occupy his Dwelling in accordance with the provisions of this Declaration, the tenant or occupant shall be permitted to enjoy the Community Facilities but shall not vote in the affairs of the Association, except when the Member shall permit the tenant or occupant to exercise the proxy vote of the Member.

(g) Every lawful transfer of title to a Lot shall include membership in the Association and, upon making this transfer, the previous Owner's membership shall automatically terminate. Except as otherwise expressly provided, membership in the Association may not be assigned or transferred without the transfer of legal title to a Lot and any attempt at assignment or transfer thereof shall be void hereinafter provided, together with all interest, costs of collection, attorneys' fees, penalties and other expenses, if any, properly chargeable to him or, and of no effect.

Section 4. Management, Operation, Maintenance and Dedication of the Community Facilities. The Declarant may transfer to the Association and the Association shall accept ownership of the Community Facilities. Whether or not the Community Facilities are owned by the Declarant or by the Association, the management, operation and maintenance of the Community Facilities (including the obligation to pay real estate taxes) shall be the responsibility of the Association from and after the date hereof. The Association may delegate to a professional manager or agent the responsibility to manage the Community Facilities, at the expense of the Association. The Association shall maintain the Community Facilities in accordance with all ordinances and approvals, and in accordance with sound property management practices. The Association shall cause all open space which is part of the Community Facilities, including the existing pond, springhouse, fencing, fire access lane to the pond, cemetery and fencing, drainage swales and piping, the detention basin and open space public sidewalk to be maintained which shall include mowing, snow removal, repair and/or replacement. Notwithstanding anything else set forth herein, until such time as a Community Facility is conveyed to the Association, the Declarant reserves the right to dedicate the Community Facility to the municipality or any public or quasi-public body or utility. **In the event that the Association fails to maintain the Community Facilities as required hereby, Bethlehem Township or any of its agents or designees may (but shall not be obligated to) perform on behalf of the Association and charge the Association or the Owners for all costs or expenses incurred. In order to collect and enforce such rights, Bethlehem Township shall have the lien rights of the Association (set forth in Section 9 below.)**

Section 5. Owners' Easement of Enjoyment. Every Owner shall have the right of ingress, egress and regress over and the right of enjoyment in and to the Community Facilities, which right shall be appurtenant to each Lot and shall pass with title to every Lot, subject to (a) the right of the Association to establish rules and regulations governing their use, and (b) the easements described elsewhere in this Declaration.

Section 6. Easements.

(a) All the Property shall be subject to an easement for fire protection and other emergency services, and for the present and future installation and maintenance of electric service, master and cable television service, telephone service, water service, storm water and sanitary sewage service, gas service and other utility services, and the facilities and appurtenances necessary to the same. This easement shall run in favor of the Declarant, the Association and the entity or entities owning or operating the utilities, and the Declarant and the Board of Directors shall have the right to grant additional utility easements in connection with the supply of utilities to the Community.

(b) The Association and its agents and employees shall have the irrevocable right and easement of access to each Lot as necessary for the inspection, maintenance, repair or replacement of any of the Community Facilities accessible therefrom, or to abate any violation of this Declaration or any rules or regulations of the Association or any violation of any laws or orders of any governmental authorities having jurisdiction over the Property. The cost of the repairs made to any Lot shall be chargeable to the Owner of the Lot.

(c) The Declarant reserves an easement over the entire Property, including all Lots, for the ingress and egress of itself, its agents and employees, for purposes of marketing and construction or maintenance of Lots, including an easement to change or alter the grading of the Property or to correct any construction errors, defects or violations of ordinances or codes. The Declarant shall also have the right to maintain construction and sales offices, specialty lighting, specialty fencing and signs on the Community Facilities or on any Lot which it owns. The rights reserved for the Declarant by this Section 6(c) shall remain in effect for two (2) years after the Declarant has conveyed the last Lot in the Community. This Section 6(c) shall not be amended without the prior written consent of the Declarant.

(d) For a period of ten (10) years from and after conveyance of the last Lot which it owns in the Community, Declarant shall have an easement **over the** entire Property, including all Lots, for purposes of repairing, maintaining or replacing any entrance monuments, community signage or associated landscaping.

(e) All of the easements described in this Declaration shall run with the land and inure to the benefit of and be binding upon the Declarant, the Association, each Owner and each tenant, occupant or other person having any interest in any Lot or in the Community Facilities.

(f) Block 8 Lots 9.04 thru 9.23 are subject to the Declaration of Easement and Restrictive Covenant as described in Exhibit B.

Section 7. Owners' Assessment Obligation. Each Owner, by acceptance of the deed, whether or not it shall be so expressed in his deed or other conveyance, shall be deemed to covenant and agree to pay to the Association (in addition to any other charges or costs levied by the Association pursuant to this Declaration) all Assessments, including, but not limited to the following: (a) a capital contribution equal to \$ 650.00 upon the initial conveyance of a Lot from Declarant to an Owner; (b) regular Assessments due and payable on a monthly basis based upon the budget of the Association; (c) special Assessments fixed, established and collected from time to time as provided in this Declaration; (d) any other charges or Assessments for what may be determined from time to time by the Association to be Common Expenses and (e) any interest charges, attorneys' fees, penalties or fines levied by the Board of Directors for non-payment of Assessments or for non-compliance with the terms and provisions of this Declaration, the By-Laws or any rules or regulations created by the Board of Directors. The Association shall have the right to assess charges (herein referred to as "Limited Charges") against any one or more Lots in the event that the Association expends any sums in exercising its right to enforce any provision of this Declaration against the Lot(s) or Owner(s). No Owner may exempt himself from contributing toward these expenses by waiver of the use or enjoyment of the Community Facilities or by abandonment of the Lot owned by him or by setoff or counterclaim.

Section 8. Time of Payment. Except as otherwise provided in this Declaration, payment of Assessments by the Owner shall be made at the discretion of the Board of Directors; provided that all regular and special Assessments shall be declared by the Board of Directors and made due and payable on a regular basis. The failure of the Board of Directors to formally declare any regular Assessment shall result in the regular Assessment for the immediately preceding year being the regular Assessment applicable to and due and payable for the next year.

Section 9. Lien for Assessments; Personal Obligation. All Assessments and Limited Charges chargeable to any Lot, including all fines, fees, charges, late charges, interest and costs of collection thereof (including attorneys' fees), and penalties

levied for non-compliance with this Declaration, the By-Laws and any rules and regulations of the Association shall constitute a lien against the Lot in favor of the Association and shall also be the personal obligation of the Owner who was the Owner of the Lot at the time when the Assessment or Limited Charge became due. This lien shall be effective from and after the time the Assessment or Limited Charge becomes due and shall be evidenced by the recording in the public records of the county in which the Community is situate of a claim of lien stating the description of the Lot, the name of the record Owner and the date when the Assessment or Limited Charge became due. This claim of lien shall include only those sums which are due and payable when the claim of lien is recorded and shall be signed and verified by an officer or agent of the Association. Upon full payment of all sums secured by the lien and payment of a preparation fee, the party making payment shall be entitled to a recordable satisfaction of lien to be recorded at his sole expense.

Section 10. Effect of Non-Payment of Assessments. Any Assessment or installment thereof not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of fifteen percent (15%) per annum or a higher rate permitted by law which the Board of Directors shall from time to time determine. The Board of Directors may assess fines, late charges and costs of collection (including attorneys' fees) in addition to the interest charged hereunder.

Section 11. Method of Enforcing Collection of Assessments. Any Assessment charged against a Lot, may be enforced by a lawsuit brought by the Board of Directors on behalf of the Association in an action at law or equity against the Owner personally obligated to pay the same, or by executing the lien described in Section 9 against the Lot, or both, and it may seek whatever other remedy is available at law or in equity. In addition, the Association shall have the right to revoke the rights of an Owner in the Association, including the right to vote; provided the Association shall provide written notice of this revocation and an opportunity for the defaulting Owner to be heard before the Board of Directors. The decision of the Board of Directors shall be final.

Section 12. Unpaid Assessment at the Time of Execution Sale Against a Lot. In the event that title to a Lot is transferred by sheriff's sale pursuant to execution upon any lien against the Lot, the Board of Directors may give notice in writing of any unpaid Assessment, which is a charge against the Lot but have not been reduced to a lien, to the sheriff and the sheriff shall pay the Assessment of which he has notice out of the proceeds of the sale which remain in his hands for distribution after payment of all other claims which he is required by law to pay, but prior to any distribution of the balance to the former Owner against whom the

execution issued. The purchaser at the sheriff's sale and the Lot involved, shall not be liable for unpaid Assessments, which became due prior to the sheriff's sale of the Lot. To protect its right to collect unpaid Assessments which are a charge against a Lot, the Board of Directors may, on behalf of the Owners, purchase the Lot at sheriff's sale; provided this action is authorized by the affirmative vote of a majority of the Board of Directors. If it does so purchase, the Board of Directors shall thereafter have the power to sell, convey, mortgage or lease the Lot to any person whatsoever.

Section 13. Transfer of a Lot. Upon the transfer of a Lot other than a transfer described in Section 12 of this Declaration, the grantee shall be jointly and severally liable with the grantor for all unpaid Assessments and Limited Charges which are charges against the Lot as of the date of transfer. This joint and several liability shall be without prejudice to the right of the grantee to recover from the grantor in the amount of any unpaid Assessments provided, however, that any person who shall have entered into a written agreement to purchase a Lot shall be entitled to obtain a written statement from the Treasurer of the Association setting forth the amount of unpaid Assessments charged against the Lot, and if the statement does not reveal the full amount of the unpaid Assessments as of the date it is rendered, neither the purchaser nor the Lot after transfer thereof shall be liable for the payment of the amount in excess of the unpaid Assessments shown on the statement.

Section 14. Mortgage Foreclosure. If a Lot is acquired as a result of foreclosure or deed in lieu of foreclosure of a first lien mortgage, the acquirer of title, its successors and assigns, shall not be liable for the share of Common Expenses or other charges by the Association pertaining to the Lot or chargeable to the former Owner which accrued prior to acquisition of title. The unpaid share of the charges shall be a Common Expense collectible from all Owners including the acquirer of the Lot by foreclosure.

Section 15. Declarant's Assessment Obligations. The Declarant and any transferee of the Declarant which acquires Lot(s) for the purpose of constructing and selling houses shall not be liable for any charges or Assessments levied by the Association against Lots owned by the Declarant or such transferee.

Section 16. Owners' Negligence. Each Owner shall be obligated to reimburse the Association for any expenses incurred by it in repairing or replacing any part or parts of the Community Facilities damaged by such Owner's act, omission or negligence or by the act, omission or negligence of its tenants, agents or guests promptly upon receipt of the Association's statement therefor.

Section 17. Surplus Funds. Any Common Surplus of the Association remaining after payment of or provision for Common Expenses and any payment of reserves may be used by the Association as determined by the Board of Directors and, to the extent not used, may be credited to the Owners to reduce their future Assessments.

Section 18. Transfer of Lots. An Owner may transfer all of his ownership in the Lot (which must include his membership in the Association) at any time to any other person, and it shall not be necessary to secure the prior consent of the Association, Board of Directors or any other Owner.

Section 19. Mandatory Disclosure to Lot Purchaser.

(a) An Owner who sells his Lot shall provide his purchaser, at the Owner's expense, a current copy of this Declaration, the By-Laws, all rules and regulations promulgated by the Association, any amendments to the foregoing and any other covenants, conditions or restrictions and related documents (the "Applicable Documents") which may apply to the Lot. Within fifteen (15) business days of receiving a request for copies of the Applicable Documents from the Owner, the Association shall furnish to the Owner copies of the Applicable Documents to provide to the purchaser. Within thirty (30) business days after the execution of an agreement for the sale of the Lot by the Owner, the Owner shall submit to the Association a certificate signed by the purchaser which certifies that the purchaser has received copies of the Applicable Documents.

(b) Upon the sale of a Lot, the selling Owner shall furnish to the purchaser a certificate issued by the Association, no later than forty-eight (48) hours prior to the transfer of ownership, containing the following information:

(i) a statement of the current Assessments and Limited Charges payable and any past due Assessments and Limited Charges due and payable from the selling Owner;

(ii) a statement of any other fees payable by the selling Owner;

(iii) a statement of any special Assessments for capital expenditures currently proposed or adopted by the Association for the current and next two succeeding fiscal years, if these have been determined;

(iv) a statement of the amount of any reserves for capital expenditures and of any portions of those reserves designated by the Association for any specified project;

(v) a copy of the most recent regularly prepared balance sheet and income and expense statement, if any, of the Association; and

(vi) a copy of the current operating budget of the Association.

The Association shall fully cooperate in the preparation of this information certificate to a selling Owner within fifteen (15) days after it is requested in writing by the Owner. An Owner providing this certificate to a purchaser is not liable to the purchaser for any erroneous information provided by the Association and included in the certificate. A purchaser shall not be liable for any unpaid Assessments greater than those set forth in the certificate. The Association shall have the power to assess the reasonable cost of the preparation of the certificate to the selling Owner and require payment thereof prior to the delivery of the certificate to the selling Owner.

Section 20. Use Restrictions. The following restrictions shall apply to each Lot in the Community, which restrictions may not be amended or revoked without Declarant's consent until such time as Declarant conveys the last Lot in the Community owned by Declarant:

(a) Residential Purposes. The Lots shall be used for residential purposes only; provided, however, that Declarant and any successor or assign holding title to a Lot for the purposes of home building, shall have the right to maintain construction or sales offices, signs, specialty fencing, specialty lighting and other displays, and to otherwise use any Lot for the purposes of construction and sales of Lots in the Community, for so long as Declarant or its successor or assign holds title to the Lot.

(b) No Nuisances. No noxious or offensive activity shall be carried on upon a Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the other Owners. No trash, garbage, metal, scrap or other waste may be placed or stored upon a Lot, except in approved sanitary containers which may be placed outside only on scheduled collection days.

(c) No Trailers, Clotheslines, etc. No trailer, boat, camper, commercial vehicle, unlicensed vehicle or clothesline or any apparatus designed for the purpose of drying clothing may be placed, constructed or stored on a Lot at any time, either temporarily or permanently.

(d) No Livestock and Poultry. No livestock, including, without limitation, horses, poultry or reptiles of any kind shall be kept or bred on any Lot.

(e) No Signs. No signs of any kind shall be displayed to the public view on any Lot or inside the dwelling including, but not limited to, real estate "For Sale" or "For Rent" signs. Notwithstanding the foregoing or any other terms of this Declaration, the restriction against "For Sale" and "For Rent" signs shall terminate upon the conveyance of the last Lot owned by Declarant in the Community.

(f) Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved in Section 6. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may obstruct, redirect or retard the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

(g) Fences, Pools, Tennis Courts, Storage Buildings, Additions. No Owner shall erect or permit to be erected on any Lot any fence, in-ground pool, tennis court or other outdoor game court, storage shed or other exterior building, addition or improvement, without the prior written consent and design approval of Declarant until such time as Declarant no longer owns a Lot in the Community. Under no circumstances may any fences, hedges or mass plantings of any type be erected or planted in front of the front wall line of the dwelling; nor may any above-ground pools be erected or maintained at any time. Each Owner shall act to insure that the Property and each Lot remain open to light and air. **As** an example, no stockade fence or similar fence that blocks one's view or any other structure that will in any way prohibit free view of the Property will be permitted. The grading of any Lot shall not be changed in any manner that will cause an adverse effect on any adjacent Lots.

(h) Sight Distances at Intersections. No wall or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadway shall be placed on any corner Lot within the triangular area formed by the street property lines and a line connecting them at a point twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. No tree shall be permitted to remain within the distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of the sight lines. In the event any applicable law, ordinance or regulation imposes a more restrictive requirement for maintaining site

distances at intersections, then the more restrictive requirement shall govern.

(i) No Television and Radio Towers, Dishes or Antenna. Except as hereafter provided, no radio, television or other tower, pole, dish, antenna or similar structure shall be erected on any part of any Lot or dwelling, including but not limited to radio or television mast antennas. A satellite dish not greater than two feet (2') in diameter may be installed on the Lot provided that no part of the satellite dish is visible from the street on which the house fronts.

Section 21. Compliance and Default.

(a) The Board of Directors shall have the power to adopt, amend and enforce compliance with any reasonable rules and regulations relative to the operation, use and occupancy of the Lots and the Community Facilities consistent with the provisions of this Declaration. Any rules and regulations adopted or amended by a resolution duly approved by the Board of Directors in accordance with the By-Laws shall be binding upon all Owners and occupants of Lots.

(b) Failure of an Owner to comply with any provision of this Declaration or the By-Laws or any rules and regulations adopted pursuant thereto shall entitle the Association or any aggrieved Owner to the remedies provided in this Declaration and also to the following relief, none of which shall be exclusive of any other remedies:

(i) Suits: Failure to comply with the terms of this Declaration, the By-Laws and any rules and regulations adopted pursuant thereto, as they may be amended from time to time, shall entitle the Association or any aggrieved Owner to sue for the recovery of damages or for injunctive relief, or both. The relief shall not be exclusive of other remedies provided by law.

(ii) Costs and Fees: In any proceeding arising because of an alleged failure of an Owner to comply with the terms of this Declaration, the By-Laws and any rules and regulations adopted pursuant thereto, the prevailing party shall be entitled to recover the costs of the proceeding and reasonable attorneys', expert witness and other fees; provided, however, that no costs or attorneys' fees may be recovered against the Board of Directors in any action unless the court shall first expressly find that the Board of Directors acted in bad faith.

(iii) No Waiver of Rights: The failure of the Declarant, or the Board of Directors, or any Owner to enforce any covenant, restriction or other provision of this Declaration, the By-Laws or any rules and regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

Section 22. Complaint and Hearing Procedure; Actions by Owners. No Owner or occupant shall have the right to object, challenge or commence any suit at law or in equity or take any other action under any act, power or authority now in force or hereafter to be enacted except after following procedures established by the Board of Directors by rule or regulation consistent with the provisions of the By-Laws.

Section 23. Amendments.

(a) Subject to the other provisions of this Declaration relative to amendment, this Declaration may be amended in the following manner:

(i) Before Any Conveyances: Prior to the transfer of any Lot by the Declarant to an ultimate Owner, the Declarant may amend this Declaration in any legal fashion which the Declarant may deem appropriate. After the first transfer of title, the terms of the following Subsection shall apply.

(ii) By Resolution: An amendment may be proposed by either the Board of Directors or by at least twenty percent (20%) of either class of Members. No proposed amendment shall be effective unless it has been adopted by the affirmative vote or written agreement of at least fifty-one percent (51%) of the Members. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting of the Association at which a proposed amendment is to be considered, and shall be served upon all Owners in the manner hereinafter provided for service of notices.

(b) No amendment of this Declaration shall make any change which would in any way affect any of the rights, privileges, powers or options of the Declarant unless the Declarant shall join in the execution of the amendment. As long as the Declarant owns any portion of the Property, the Declarant may amend this Declaration or the By-Laws in any manner which the Declarant believes either is necessary or desirable for the development, marketing, administration or operation of the Property and will not materially adversely affect these Owners.

(c) A copy of each amendment shall be attached to or included with a certificate, certifying that the amendment was duly adopted, which certificate shall be executed and acknowledged by the officers of the Association with the formalities of a deed. The amendment of the Declaration shall be effective when the certificate and copy of the amendment are recorded.

(d) If any amendment of this Declaration or the By-Laws is necessary in the judgment of the 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 if an amendment is necessary to conform to the requirements of FNMA, FHLMC, HUD or VA or other institutional purchasers, guarantors or insurers of first mortgage liens with respect to the Community or to the requirements of the municipality in which the Property is located, the Board of Directors may at any time and from time to time effect an appropriate corrective amendment without the approval of the Owners upon receipt by the Board of Directors of an opinion from independent counsel to the effect that the proposed amendment is permitted by the terms of this sentence.

Section 24. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, for a term not to exceed twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless terminated, at least six (6) months before the commencement of any extension, by a vote of not less than seventy-five percent (75%) of the Members, evidence of which shall be recorded.

Section 25. By Unanimous Agreement. This Declaration may be terminated at any time by the unanimous agreement, in writing, in the form of a Deed of Revocation, executed by all of the Owners and all holders of mortgages or judgment or other liens affecting the Lots. This deed of revocation shall become effective upon being recorded.

Section 26. Notice. All notices required to be served upon Owners pursuant to this Declaration or the By-Laws shall be sufficient if delivered to the Lot or mailed to the Owner at the Lot mailing address by regular mail and if delivered or mailed to the Declarant at the business office of the Declarant. The effective date of a notice shall be the date of delivery to the Lot or the Declarant's business office in the case of actual delivery and a date five (5) days after deposit in the mail in the case of notice sent by mail.

Section 27. Severability. If any provisions of this Declaration are determined to be invalid, that determination shall not affect the validity or effect of the remaining provisions hereof, the By-Laws or any rules and regulations, all of which shall continue in effect as if the invalid provisions had not been included herein.

Section 28. Headings. The headings herein are for reference purposes only and shall not affect the meaning or interpretation of this Declaration.

Section 29. Effective Date. This Declaration shall become effective when it has been duly entered of record.

Section 30. Binding. This Declaration shall inure to the benefit of and shall be binding on the Declarant's successors or assigns.

IN WITNESS WHEREOF, the Declarant has set its hand and seal the day and year first written above.

Attest:

James Majewski Jr
Name: James Majewski Jr
Title: A. V. P.

TOLL NJ IV, L.P.
TOLL LAND CORP No. 10
By: Thomas A. Albrecht Jr
Name: Thomas A. Albrecht Jr
Title: V.P.

[Corporate Seal]