

Rec. 6-20-95

DECLARATION OF COVENANTS, RESTRICTIONS,
EASEMENTS, CHARGES, AND LIENS
C.S. TOWNHOME ASSOCIATION

THIS DECLARATION, made this _____ day of _____, 1995, by CARRIAGE STOP ASSOCIATES, L.L.C., a New Jersey Limited Liability Company, with an address at P.O. Box 560, Berlin, New Jersey 08009 (hereinafter referred to as "Developer").

W I T N E S S E T H

WHEREAS, Developer owns certain real property in the Borough of Berlin, County of Camden, State of New Jersey, consisting of approximately 8.76 acres, known as Block 2402, Lots 1 through 35, and Block 2304, Lot 13, on the Berlin Borough Tax Map, as more fully described on Exhibit A attached hereto and made a part hereof (the "Tract"), which real property is shown on a plan entitled "Carriage Stop, Final Plan of Lots - Section 1-A - Townhouses," prepared by James J. Maddonni, P.L.S., dated September 20, 1991, last revised October 12, 1994, filed November 10, 1994 with the Camden County Register of Deeds as Map No. 819-3 and on a plan entitled "Carriage Stop, Final Plan of Lots, Section I - Single Family," prepared by James J. Maddonni, P.L.S., dated September 20, 1991, last revised July 14, 1994, which is intended to be recorded with the Camden County Register of Deeds (the "Final Plans"); and

WHEREAS, Developer is the equitable owner of certain real property in the Borough of Berlin, County of Camden, State of New Jersey, consisting of approximately 38.24 acres, known as Block 900, Part of Lots 24, 25 and 28 on the Berlin Borough Tax Map, as more fully described on Exhibit B attached hereto and made a part hereof (the "Additional Land"); and

WHEREAS, Developer plans to develop the Tract by constructing and improving parking areas, internal streets, open space, and other common areas and facilities (the "Tract Common Areas"), and constructing and selling living units in a real estate development known as Carriage Stop Townhomes (the "Development"); and

WHEREAS, Developer may purchase some or all of the Additional Land to expand the Development by constructing additional living units and Tract Common Areas; and

WHEREAS, said Tract Common Areas are to be for the use of the Owners in the Development, to be owned and maintained by them on a mutually shared expense basis; and

WHEREAS, Developer desires to establish a procedure which will accomplish this in perpetuity, by creating the C.S. Townhome Association (the "Association") to own and maintain the Tract Common Areas in the Development.

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NOW, THEREFORE, Developer declares as follows:

ARTICLE I
PROPERTY SUBJECT TO DECLARATION

Section 1. Property Subject - The Developer hereby declares the entire Tract, both lots and Tract Common Areas, to be subject to this Declaration, which properties are described in Exhibit "A" attached hereto.

Section 2. Additional Land - Until twenty (20) years after the time of the conveyance of title to the first Lot by the Developer, his successors or assigns, Developer shall have the absolute preemptive right, power, and authority to annex the Additional Land for additional Lots and/or Tract Common Areas (more specifically described in Exhibit "B" attached hereto), but only if Developer constructs on the Additional Land dwelling units and Tract Common Areas substantially similar to those on the Tract. Thereafter, annexation of additional property shall require the assent of seventy-five (75%) percent of the Members at a meeting duly called for this purpose. Written notice setting forth the purpose of the meeting shall be sent to all Members not less than ten (10) days nor more than thirty (30) days in advance of the meeting. The presence of a Member or of proxies entitled to cast seventy-five (75%) percent of the votes shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth above, and the required quorum at such subsequent meeting shall be one-half of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 3. Developer's Rights re Additional Land - All right, title, interest, restrictions, covenants, easements, voting rights, and other rights and responsibilities specified in this Declaration for the Tract shall apply in full force and effect to the Additional Land from and after the annexation of such Additional Land, as if such Additional Land were part of the original Tract. Developer shall have the absolute right, power, and authority to annex the Additional Land under this Declaration and to add the Additional Land and the dwelling units built thereon to the Association, all without the consent of the Association or the owner or mortgagee of any Lot, subject to the conditions stated in Section 2 above. Developer reserves the right to annex the Additional Land in whole or in part, at any time, at different times, in any order, without limitation. No Lot Owner shall have the right to compel Developer to annex Additional Land or to construct additional dwelling units or Tract Common Areas. Developer reserves the right to alter the proportionate interest, assessment proportion, voting rights, and other attributes of ownership of any and all Lots in the Tract at the time Developer annexes the Additional Land. Developer reserves the right to create new townhome associations or similar entities for some or all of the dwelling units built on Additional Land, and to merge, consolidate, or otherwise combine any such new associations or

entities with the C.S. Townhome Association. Upon merger, combination or consolidation of the Association with another association or similar entity, the properties, rights, and obligations of the Association may, by operation of law, be transferred to another surviving consolidated non-profit corporation organized for similar purposes, or, in the alternative, the properties, rights, and obligations of another such non-profit corporation may, by operation of law, be added to the Association as a surviving corporation pursuant to a merger, combination or consolidation. The surviving or consolidated corporation may administer as one scheme the covenants and restrictions established by this Declaration within the Tract and Additional Land, together with the covenants and restrictions established upon the Additional Land. No such merger, combination or consolidation, however, shall affect any revocation or change or addition to the covenants and restrictions established by this Declaration within the Tract, except as herein provided. There are no limitations on Developer's right to expand except as set forth in this Article I, except that some of these actions may require approval of the Berlin Borough Planning Board.

Section 4. Power of Attorney - By acceptance of a deed to a Lot or by acceptance of any other legal or equitable interest in the Tract, each and every contract purchaser, Lot Owner or occupant, or holder of any mortgage or a lien, does automatically and irrevocably name, constitute, appoint and confirm Developer, its heirs, successors and assigns, as its attorney-in-fact for the purpose of preparing, executing, filing, and recording such amended Declaration or other documents in any form as may be necessary to accomplish said annexation of Additional Land and expansion of Development and Association, in the event Developer annexes Additional Land as provided above. The aforesaid power of attorney is expressly declared and acknowledged to be coupled with an interest in the subject matter and to run with the title to any and all Lots and to be binding upon the heirs, personal representatives, successors and assigns of any Lot Owners. Such amended documents may alter or reduce any Lot Owner's proportionate interest in the Tract Common Areas and Association as necessary to effectuate the annexation of Additional Land. Developer shall be entitled to specific performance of this provision.

ARTICLE II ASSOCIATION

Section 1. Incorporation - Developer will incorporate a non-profit corporation to be known as C.S. Townhome Association (the "Association").

Section 2. Membership and Voting Rights - Owners of residential building lots located on the Tract shall be Members of the Association (hereinafter referred to as "Owners" or "Members") and shall have one (1) vote per lot. All Members shall be subject to all the terms and provisions of this Declaration, the Articles of Incorporation, the By-Laws, and any Rules and Regulations promulgated thereunder. Developer shall also be a Member and shall

have one (1) vote for each lot owned by it until such time as the lot is conveyed to another Owner. Membership by Owners shall be mandatory and run with the lot upon a conveyance.

Section 3. Trustees - The Association shall be managed by a Board of five (5) Trustees to be elected by the Members. The Board shall initially consist of three (3) trustees, all of whom shall be selected by Developer. The following transition provisions shall be based upon the total number of dwelling units located or to be located on the Tract (34 dwelling units), unless some or all of Additional Land is annexed, in which case the transition provisions shall be based on the total number of dwelling units constructed:

(a) Within sixty (60) days after the initial conveyance of twenty-five (25%) percent of the total number of units, the President shall call either the first annual meeting or a special meeting of the membership of the Association for the purpose of holding the first election of Owners to the Board ("Transition Election"). At the meeting, Owners other than Developer shall be entitled to vote for and elect two (2) trustees from among such Owners in accordance with the provisions this Declaration, and the Developer shall be entitled to appoint three (3) trustees.

(b) Within sixty (60) days after the initial conveyance of fifty (50%) percent of the total number of units, the President shall call a meeting of the membership of the Association for the purpose of holding a second Transition Election. At this meeting, Owners other than Developer shall be entitled to vote for and elect two (2) trustees from among such Owners in accordance with the provisions of this Declaration, and the Developer shall be entitled to appoint three (3) trustees.

(c) Within sixty (60) days after the initial conveyance of seventy-five (75%) percent of the total number of units, the President shall call a meeting of the membership of the Association for the purpose of holding a Third Transition Election. At this meeting, Owners other than Developer shall be entitled to vote for and elect four (4) trustees from among such Owners in accordance with the provisions of this Declaration, and the Developer shall be entitled to appoint one (1) trustee. Developer shall have the right to appoint one (1) trustee so long as there are any Units remaining unsold in the regular course of business.

(d) Within sixty (60) days after the conveyance of the last Unit, the President shall call a meeting of the membership of the Association for the purpose of holding a Fourth Transition Election. At this meeting, Owners other than Developer shall be entitled to vote for and elect the fifth and final trustee from among such Owners in accordance with the provisions of this Declaration. From and after the Fourth Transition Election, the Owners shall have the right to vote for and elect all the trustees, provided that Developer shall be entitled in its discretion to relinquish the fifth trusteeship at the time of the Third

Transition Election or any time thereafter prior to the conveyance of the last Unit.

(e) Notice of all special meetings called pursuant to this Section for the purpose of holding Transition Elections shall be given not less than twenty (20) or more than thirty (30) days prior to the date of the meeting.

(f) Upon assumption by the Owners of control of the Board of Trustees, Developer shall deliver to the Trustees all items and documents pertinent to the Association such as, but not limited to a copy of the Declaration of Covenants, Restrictions, Easements, Charges and Liens, Association Certificate of Incorporation, Association By-Laws, minute book, any rules and regulations, an accounting of Association funds, all Association funds, all personal property, insurance policies, government permits, a membership roster, and all contracts and agreements relative to the Association.

Section 4. Powers - The powers and duties of the Trustees shall include but shall not be limited to the management of the Tract Common Areas and facilities, promulgating rules and regulations for use of said areas, preparation of an annual budget of expenses and assessments to each Owner, carrying liability and other advisable insurance, the right to engage a professional manager, and such other powers and duties as may be provided in the By-Laws, and as amended from time to time.

ARTICLE III SERVICES AND FACILITIES

Section 1. Improvements and Facilities Provided by Developer - The Developer shall have the right to make such improvements and provide and preserve such facilities in the Tract Common Areas as it considers to be advantageous to Carriage Stop Townhomes and to the Members. The Association shall, upon request by the Developer, be obligated to accept such improvements and facilities and to properly maintain the same at Association expense, provided that all required approvals have been obtained from the governmental agencies having jurisdiction. The Tract Common Areas shall consist of all those areas on the Tract not dedicated to the Borough or sold to Owners as part of their lots, and shall include, without being limited to the following facilities and areas shown on the Final Plans or constructed by Developer: open spaces, internal roadways, and group parking areas.

Section 2. Services Provided by the Association - In addition to the required maintenance of Tract Common Areas and of the improvements and facilities thereon, and provided that same are not otherwise provided by any other entity, the Association may furnish such programs and services as the Board, from time to time, by resolution may propose, including, but not limited to:

(a) Maintenance of all open space within the Tract;

(b) Maintenance, repair and replacement of all non-dedicated internal roadways and group parking areas within the Tract.

ARTICLE IV
PROPERTY RIGHTS IN THE COMMON AREAS

Section 1. Members' Easement of Enjoyment - Subject to the provisions of Section 3 of this Article IV, every Member shall have a right and easement of enjoyment in and to the Tract Common Areas and such easement shall be appurtenant to and shall pass with the title to every lot.

Section 2. Title to Common Areas - The Developer hereby covenants for itself, its successors and assigns, that it will convey fee title to those Tract Common Areas owned by it to the Association, subject, however, to this Declaration, and to the following covenant which shall be deemed to run with the land and shall be binding upon the Association, its successors and assigns: In order to preserve and enhance the property values and amenities of the Development, the Tract Common Areas and all facilities now or hereafter built or installed thereon shall at all times be maintained in good repair and condition by the Association and shall be operated in accordance with high standards. Legal title to any portion of the Tract Common Areas may be retained by the Developer until such time as it has completed initial improvements thereon and until such time as, in the judgment of the Developer, the Association is able to maintain same, which property shall be conveyed, in good condition, without cost and free and clear of financial encumbrances. The Association shall be obligated to accept such conveyance and shall properly maintain the Tract Common Areas in accordance with this Declaration and the By-Laws. The Association shall be obligated to maintain any Tract Common Areas, title to which remains in the Developer, if such lands or facilities are made available to and are for the beneficial use of the Members.

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

(a) The rights of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving and maintaining the Tract Common Areas and in aid thereof to mortgage said properties;

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

(c) The right of the Association to promulgate Rules and Regulations for the enforcement of these Declarations and for the use and enjoyment of Tract Common Areas;

(d) The right of the Association to dedicate or transfer all or any part of the Tract Common Areas to any utility or to any municipal, county, state, federal, or other agency for such purposes and subject to such conditions as may be agreed to by the Trustees, provided that no such dedication or transfer, or determination as to the purposes or as to the conditions thereof, shall be effective unless approved by a vote of three-fourths (3/4) of the votes of the Members entitled to vote at a meeting of the Association duly called for that purpose;

(e) The right of the Developer and of the Association to grant and reserve easements and rights-of-way through, under, over and across the Tract Common Areas, for the installation, maintenance and inspection of lines and appurtenances for public or private water, sewer, drainage, cable television, fuel oil and other services and utilities.

(f) The right of Developer at all times hereafter without let or hindrance to go upon any and all of the lands conveyed or developed; to construct, reconstruct, repair, renovate or to correct work to be done by Developer, its agents, servants, workmen or contractors.

(g) The right of Developer to take all such actions and execute such instruments which Developer in its sole discretion, considers necessary or desirable to facilitate the development of the Tract, the Additional Land, and the Development, even though such actions by Developer might affect the rights and easements of the Owners as herein established.

(h) The right of Developer to annex the Additional Land to the Tract, to the Development, and to the Association, and to construct on Additional Land additional dwelling units and Tract Common Areas, even though such actions by Developer might affect the rights and easements of the Owners as herein established.

(i) The following easements which are hereby established:

(1) A blanket perpetual and non-exclusive easement in, upon, over, under, across and through the Tract for the purpose of the installation, maintenance, repair and replacement of all sewer, water, storm water, power and telephone pipes, lines, mains, conduits, poles, transformers, master television antennas or cable television facilities and any and all other equipment or machinery necessary or incidental to the proper functioning of any utility systems serving the Tract, which easement shall be for the benefit of the Developer or any governmental agency or utility company which requires same for the purpose of furnishing one or more of the foregoing services.

(2) A blanket and non-exclusive easement in, upon, through and over the Tract for the purpose of construction, installation, maintenance and repair of any improvements on the lots or Tract Common Areas, and for ingress and egress thereto,

which easement shall be for the benefit of (a) the Developer, its successors and assigns and shall exist for so long as the Developer, its respective successors and assigns, shall be engaged in the construction, development and sale of residential dwelling units upon the Tract or Additional Land, and (b) the Association on a perpetual basis in connection with the proper discharge of its responsibilities with respect to the lots or Common Tract Areas.

(3) A blanket perpetual and non-exclusive easement of unobstructed ingress and egress in, upon, over, across and through the Tract to the Borough of Berlin, the Association, and their respective officers, agents and employees and all policemen, firemen and ambulance personnel in the proper performance of their respective duties.

ARTICLE V
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments - The Owner of any lot other than the Developer, by acceptance of a Deed therefor from the Developer, or upon each and every resale thereafter, whether or not it shall be so expressed in said Deed, shall be deemed to covenant and agree to pay to the Association:

- (a) an initial working capital charge of \$100.00;
- (b) annual assessments or charges;
- (c) special assessments;

such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, 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 the lot against which each such assessment and the cost of collection thereof are assessed as hereinafter provided, and shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. No Owner may waive or otherwise avoid liability for the assessments by non-use of the Tract Common Areas or otherwise. Until such time as the Association shall make an assessment for common expenses, Developer shall pay all of the expenses of the Tract Common Areas and facilities.

Section 2. Purpose of Assessments - The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety, and welfare of the residents and in particular for the improvement, repair, replacement, and maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Tract Common Areas, including, but not limited to, the payment of taxes and insurance thereon, and repair, replacement, and additions thereto, the cost of labor, equipment, materials, management, and supervision thereof, and all other costs and expenses incidental to

the operation and administration of the Association and its facilities and services, including any direct maintenance or operating costs related to any Tract Common Areas owned by the Developer which has not yet been conveyed to the Association, but is available for use by its Members.

Section 3. Basis of Annual Assessments - The Board of Trustees shall prepare and adopt an annual budget of expenses and annual maintenance share to be paid by each Owner. The expenses shall be computed only with respect to the Tract Common Areas that have been or are intended to be conveyed to the Association or for which the Association has maintenance obligations, and charged only to the Owners of lots in the Tract.

Section 4. Special Assessments - In addition to the annual assessments authorized by Section 3 of this Article V, the Association may levy in any assessment year a special assessment (which must be fixed at a uniform rate for all lots) applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Tract Common Areas, including the necessary fixtures and personal property related thereto. While the Developer maintains a majority of the Board of Trustees, it shall make no additions, alterations, improvements or purchases not contemplated in the Public Offering which would necessitate a special assessment or a substantial increase in the monthly assessment unless required by a government agency, title insurance company, mortgage lender, or in the event of an emergency.

Section 5. Change in Annual Assessments - The Board of Trustees of the Association may prospectively increase or decrease the annual assessment (fixed by Section 3 hereof) above the annual assessment of the then current year.

Section 6. Date of Commencement of Annual Assessments;
Due Dates - The annual assessments provided for herein shall commence on the first day of the month following the conveyance of the first lot from the Developer to an Owner. The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

Section 7. Duties of the Board of Trustees - In the event of any change in the annual assessments as set forth herein, the Board of Trustees of the Association shall fix the date of commencement and the amount of the assessment against each lot for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment shall thereupon be sent to every Owner subject thereto. The Association shall, upon demand at any time, furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such

certificate shall be prima facie evidence of payment of any assessment therein stated to have been paid.

Section 8. Effect of Non-Payment of Assessment; Personal Obligation of the Owner; Lien; Remedies of the Association - If any assessment is not paid on the date when due (being the dates specified in Section 6 hereof), then such assessment shall be deemed delinquent and shall, together with such interest thereon and cost of collection thereof as are hereinafter provided, continue as a lien on the lot which shall bind such lot in the hands of the then Owner, his heirs, devisees, personal representatives, successors and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation and shall not pass to his successors in title unless expressly assumed by them. If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of ten (10%) percent per annum, 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 and a reasonable attorney's fee to be fixed by the Court, together with the costs of the action.

Section 9. Subordination of the Lien to Mortgages - The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the lot 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.

Section 10. Exempt Property - The following properties subject to this Declaration shall be exempted from the assessments, charges and liens created herein:

(a) All properties dedicated to and accepted by a governmental body, agency, or authority, and devoted to public use;

(b) All Tract Common Areas;

(c) All lots, dwelling units, unsubdivided properties or Association land subject to this Declaration owned by the Developer prior to the issuance of a Certificate of Occupancy by Berlin Borough with respect to each building subject to this Declaration.

Despite any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

Section 11. Uniform Rate of Assessments; Exception for Developer - Both annual and special assessments must be fixed at a uniform rate for all Lots in the Tract, 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 hereunder. Developer is not responsible to pay any assessments or dues, and all payments made by Developer to, or on behalf of, the Association shall be deemed to be voluntary contributions and shall not create any legal obligation on Developer to make payments in the future. This Section 11 shall not be construed to be in contradicton to N.J.A.C. 5:26-8.6(b).

Section 12. Annual Audit - While the Developer maintains a majority of the Board, he shall have an annual audit of Association funds prepared by an independent accountant, a copy of which shall be delivered to each Owner within 90 days of the expiration of the fiscal year of the Association. The audit shall cover the operating budget and reserve accounts. After the Owners assume control, the Board of Trustees shall have an annual audit of Association funds prepared by an independent public accountant, a copy of which shall be delivered to each Owner within 90 days of the expiration of the fiscal year of the Association. The audit shall cover the operating budget and reserve accounts.

ARTICLE VI ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected, or maintained on any of the lots, nor shall any exterior addition to or change or alteration thereto be made, nor shall the color of any exterior element of any home be changed, until the plans and specifications showing the nature, kind, shape, height, color, materials, and locations of the same shall have been submitted to and approved in writing as to harmony of external design, color, and location in relation to surrounding structures and topography by the Developer (or, in the case of fences and sheds, which conform to a prototype adopted by the Developer or the Association), until all lots are sold to Owners. At such time, the Board of Trustees of the Association, or an architectural committee composed of three (3) or more representatives appointed by the Board, shall assume this function. In the event the Developer, and as hereinabove provided, said Board or its designated committee, fails to approve or disapprove such design, color, or location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. Nothing herein shall be construed to prohibit the reasonable adaptation of any unit for handicapped use.

ARTICLE VII RESTRICTIONS ON USE OF PROPERTY

In order to preserve the character of the Development and to protect the property values therein, the following covenants and restrictions are imposed as a common scheme and shall run with the land and shall bind the Owners, their heirs, successors, and assigns, in perpetuity, and shall apply to the Tract and to the Additional Land when annexed to the Development:

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(a) No lot shall be used except for residential purposes, with the exception of those lots designated as Common Areas or Borough areas on the Final Plans.

(b) No noxious, unsightly or offensive activity, or extensive vehicle repairs, shall be conducted, nor shall anything be permitted to be done which may be or may become an annoyance or nuisance to the Members.

(c) No sign of any kind shall be displayed to the public view on any lot or dwelling unit, without the prior approval of the Board or architectural committee, except (1) a one family name sign of not more than 144 square inches in area; (2) any signs utilized by the Developer for directional, identification, traffic, sales or marketing purposes; (3) one "for sale" or "for rent" sign limited in size to 20 inches by 30 inches; or (4) a sign identifying a home office provided any such sign is in conformance with Berlin Borough ordinances.

(d) All lots, whether occupied or unoccupied, and any improvements placed thereon, shall be maintained in such manner as to prevent their becoming unsightly by reason of unattractive or diseased growth, accumulation of rubbish or debris, or failure of the Owner to cut the lawn or maintain the shrubbery.

(e) After the Developer has completed the preparation of the Tract Common Areas and Borough areas, lands not privately owned or dedicated for roadway purposes or subject to right-of-way agreements shall not be altered in any way as to trees, shrubs or other natural vegetation, excavated, filled or graded except upon the specific written approval of the Association, but the removal of dead trees or shrubs and noxious brush shall be excepted.

(f) No open fires (except normal household barbecues) shall be permitted for any purpose whatsoever on the Tract.

(g) Fences constructed, except for recreational facilities, shall be only of cedar and allowed to weather to their natural state and not painted above ground in any manner and shall be subject to the approval of the Board or Architectural Committee of the Association, as in Article VI.

(h) No gasoline, gas, diesel or other fuel propelled bicycle, snow mobile, motor bike or motorcycle shall be used in any part of the properties, except on dedicated roadways and the entrance driveways to individual lots.

(i) No camper, recreational vehicle, trailer, tent, shack, or garage shall at any time be used as a residence either temporarily or permanently.

(j) The Tract Common Areas are reserved for the private use of the Owners and their guests. No one shall make any unreasonable use of open space areas or otherwise abuse same.

(k) None of the above restrictions shall preclude those activities of the Developer customarily associated with the development of lots, the construction and sale of residential homes on the lots in the Tract, and the development and improvements of Tract Common Areas.

ARTICLE VIII
GENERAL PROVISIONS

Section 1. Duration and Amendment - The covenants and restrictions of this Declaration shall run with and bind the land, the Developer, the Association, and the owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, in perpetuity. This Declaration may be amended by a vote of three-fourths (3/4) of the total Membership votes, at a meeting duly called for that purpose. ~~A Certificate of Amendment signed and sworn to by an officer of the Association verifying the proper approval shall be recorded in the Office of the Register of Deeds of Camden County, which shall then become effective.~~

Section 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, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 3. Enforcement - The Developer, Association, or any Owner, 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 covenant or restriction, to restrain violation, to require specific performance and to recover damages; and against the land to enforce any lien created by these covenants; and failure by the Developer, 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 by the Developer or Association shall be chargeable to the Owner of the lot violating these covenants and restrictions and shall constitute a lien on the lot, collectible in the same manner as assessments hereunder. In the event the Association or its Members should at any time fail to enforce the provisions hereof, the Borough of Berlin upon thirty (30) days prior written notice to the Association, shall have the right to institute appropriate legal proceedings in the name of the Association to effect such enforcement. In the event the Association should fail to discharge its obligations to maintain any portion of the Tract Common Areas as required by this Declaration, the Borough of Berlin shall have the right at its discretion to enter upon and maintain the Tract Common Areas in accordance with the provisions of N.J.S.A. 40:55D-43(b). The cost of such maintenance by the Borough shall be assessed pro rata against the affected Owners and shall become a lien and tax on each unit and lot affected thereby, and shall be enforceable by the Borough in the manner provided by law with respect to the real estate taxes assessed directly against each

unit, provided, however, that notice of the deficiencies be given to the Association and Developer by certified mail and that a period of thirty (30) days be allowed to cure said deficiencies.

Section 4. Developer Protective Provisions - After control of the Board of Trustees and the Association has become vested in the Owners, and for so long as the Developer owns at least one Lot or dwelling unit available for sale in the ordinary course of business and until the Developer is released by Berlin Borough from all performances and maintenance guarantees:

(a) The Association shall not take any action that would be detrimental to the sales of Units by the Developer and shall continue the same level of maintenance, operation and services as immediately prior to the Owners' assumption of control.

(b) Neither the Association nor the Board shall take any action that will impair or adversely affect the rights of Developer or cause Developer to suffer any financial, legal or other detriment, including but not limited to any direct or indirect interference with the sale of homes by Developer, or by any successor or assign of Developer, including but not limited to Developer's right to maintain adequate signage and parking for its sales efforts. Neither the Association nor the Board shall interfere in any way with the Developer's right to annex Additional Land, create additional lots, build and sell homes on Additional Land, and improve and add Tract Common Areas to the Association.

(c) In furtherance of the foregoing provisions, Developer shall have the right to veto any and all actions of the Association or its Board which may have any direct or indirect detrimental impact upon sale of lots or units by the Developer, or Developer's successors or assigns, as may be determined in the sole discretion of Developer.

Section 5. Severability - Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect the validity of any other provisions, which shall remain in full force and effect.

Section 6. Rule Against Perpetuities - If any provision of this Declaration shall be interpreted to constitute a violation of the rule against perpetuities, then such provisions shall be deemed to remain in effect until the death of the last survivor of the now living descendants of Robert F. Kennedy, deceased, former Senator of the State of New York, plus twenty-one (21) years thereafter.

Section 7. By-Laws and Administration; Changes in Documents; Power of Attorney - The administration of the Tract Common Areas shall be by the Association in accordance with the provisions of this Declaration, the Articles, the By-Laws, the Rules and Regulations and of any other agreements, documents, amendments or supplements to the foregoing which may be duly adopted or subsequently be required by an institutional lender

designated by the Developer or by any governmental agency having regulatory jurisdiction over the Tract or by any title insurance company selected by the Developer to insure title to any portion thereof, or by Developer in a sound exercise of its discretion. Developer hereby reserves for itself, its successors and assigns, for a period of twenty (20) years from the recordation date hereof, the right to execute on behalf of all contract purchasers, Owners, Members, mortgagees, other lienholders or parties claiming a legal or equitable interest in the Tract, any such agreement, documents, amendments or supplements to the above described documents which may be so required by Developer or by any such institutional lender, governmental agency or title insurance company, including, but not limited to, any such agreement, documents, amendments, or supplements necessary to annex the Additional Land to the Development or to the Association. The Developer shall not be permitted to cast any votes held by it for unsold lots, parcels, units or interests for the purpose of amending this Declaration, the By-Laws, or any other document for the purpose of changing the permitted use of a lot, parcel, unit, or interest, or for the purpose of reducing the common areas or facilities. By acceptance of a deed to any unit or lot or by the acceptance of any other legal or equitable interest in the Tract, each and every such contract purchaser, Owner, mortgagee, or other lienholder or party having a legal or equitable interest in the Tract does automatically and irrevocably name, constitute, appoint and confirm the Developer, its successors and assigns, as attorney-in-fact for the purpose of preparing, executing, filing, and recording such amended Declaration and other instruments necessary to effect the foregoing or any other provisions of this Declaration. The powers of attorney aforesaid are expressly declared and acknowledged to be coupled with an interest in the subject matter hereof and the same shall run with the title to any and all lots in Tract and be binding upon the heirs, personal representatives, successors and assigns of any of the foregoing parties. Further, said powers of attorney shall not be affected by the death or disability of any principal and are intended to deliver all right, title and interest of the principal in and to said powers. Developer shall be entitled to specific performance of this provision.

IN WITNESS WHEREOF, the said Developer has caused these presents to be signed and dated the day and year first above written.

WITNESS:



CARRIAGE STOP ASSOCIATES, L.L.C.

BY:


Thomas C. Schaeffer, Jr.,
Member

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

BE IT REMEMBERED, that on this 19th day of June, 1995, before me, the subscriber, personally appeared THOMAS C. SCHAEFFER, JR., who, I am satisfied, is the person who signed the within instrument as MEMBER OF CARRIAGE STOP ASSOCIATES, L.L.C., the company named therein, and he thereupon acknowledged that the said instrument made by the company was signed and delivered by him as such member and is the voluntary act and deed of the company made by virtue of authority from its Members.

Sandra M. Memmo
Notary Public

SANDRA M. MEMMO
Notary Public of New Jersey
My Commission Expires July 22, 1999

Record and Return To
Robert M. Washburn, Esq.
Sherman, Silverstein, Kohl, Rose & Podolsky, P.A.
Fairway Corporate Center, Suite 311
4300 Haddonfield Road
Pennsauken, New Jersey 08109

imbo

All that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Berlin County of Camden State of New Jersey:

TRACT NO. 1:

BEING designated as Carriage Stop, Section 1A, Townhouses, Phase 1A, and being more particularly described as follows:

BEGINNING at a point common to lots 24 and 26, Block 900, said point being located the following four courses and distances from a point in the Easterly right-of-way line of Watsontown - New Freedom Road, Camden County Route 691, as measured 37.00 feet from centerline, said point also being common to Lots 24 and 26, Block 900; thence

(1) leaving the Easterly line of Watsontown - New Freedom Road along the division line between Lots 24 and 26, Block 900, along a curve to the right having a radius of 25.00 feet for an arc distance of 39.27 feet to a point of tangency; thence

(2) along same, North 51 degrees 51 minutes 07 seconds East a distance of 74.48 feet to a point of curvature; thence

(3) still along same along a curve to the left having a radius of 1,650.00 feet for an arc distance of 47.76 feet to a point of tangency; thence

(4) still along the division line between Lots 24 and 26, Block 900, North 50 degrees 11 minutes 37 seconds East a distance of 290.72 feet to the aforementioned place of BEGINNING; thence

through Lot 24 the following nine courses and distances; thence

(1) North 50 degrees 11 minutes 37 seconds East a distance of 41.64 feet to a point of curvature; thence

(2) along a curve to the right having a radius of 330.00 feet for an arc distance of 76.07 feet to a point of tangency; thence

(3) North 63 degrees 24 minutes 02 seconds East a distance of 153.90 feet to a point of curvature; thence

(4) along a curve to the left having a radius of 265.00 feet for an arc distance of 53.36 feet to a point of tangency; thence

(5) North 51 degrees 51 minutes 49 seconds East, a distance of 37.43 feet to a point of curvature; thence

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CONTINUED

EXHIBIT "A-1"

(6) along a curve to the right having a radius of 15.00 feet for an arc distance of 22.62 feet to a point; thence

(7) North 54 degrees 00 minutes 04 seconds East, crossing the bed of Duke Drive a distance of 50.25 feet to a point; thence.

(8) South 41 degrees 43 minutes 05 seconds East a distance of 534.99 feet to a point; thence

(9) South 48 degrees 16 minutes 55 seconds West a distance of 419.23 feet to a point in the division line between Lots 24 and 27, Block 900; thence

(10) along said division line, North 41 degrees 43 minutes 5 seconds West a distance of 618.73 feet to a point and place of BEGINNING.

BEING known and designated as Lot 1 (the bed of Lincoln Lane - a private drive) and Lots 2 through 35 inclusive, Block 2402; together with the bed of Duke Drive as set forth on Final Plan of Lots, Section 1A, Townhouses, Carriage Stop.

TRACT NO. 2:

BEING designated as Lot 13, Block 2304, within the Carriage Stop Subdivision, and being more particularly described as follows:

BEGINNING at a point common to Lots 24 and 25, Block 900, said point being located the following four courses and distances from a point in the Easterly right-of-way line of Watsonstown - New Freedom Road, Camden County Route 691, said point being measured 37.00 feet from centerline and being common to Lot 25, Block 900; thence

(1) leaving the Easterly line of Watsonstown - New Freedom Road, along a curve to the left having a radius of 25.00 feet for an arc distance of 39.27 feet to a point of tangency; thence

(2) North 51 degrees 51 minutes 07 seconds East a distance of 74.48 feet to a point of curvature; thence

(3) along a curve to the left having a radius of 1600.00 feet for an arc distance of 46.31 feet to a point of tangency; thence

(4) North 50 degrees 11 minutes 37 seconds East a distance of 242.35 feet to the aforementioned point of BEGINNING; thence

1. North 38 degrees 08 minutes 11 seconds West a distance of 789.42 feet to a point; thence

2. North 51 degrees 51 minutes 49 seconds East a distance of 135.00 feet to a point; thence

CONTINUED.

EXHIBIT "A-2"

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3. South 38 degrees 08 minutes 11 seconds East a distance of 4.89 feet to a point of curvature; thence
4. along a curve to the left having a radius of 150.00 feet for an arc distance of 136.06 feet to a point; thence
5. South 01 degrees 10 minutes 55 seconds East, non-radially, a distance of 29.26 feet to a point; thence
6. South 38 degrees 08 minutes 11 seconds East, non-radially, a distance of 647.47 feet to a point on a curve; thence
7. in a Southwesterly direction along a curve to the left having a radius of 380.00 feet for an arc distance of 85.50 feet to a point of tangency; thence
8. South 50 degrees 11 minutes 37 seconds West a distance of 90.02 feet to a point and place of BEGINNING.

BEING KNOWN as Lot 13, Block 2304, Tax Map.

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EXHIBIT "A-3"

**DESCRIPTION OF
CARRIAGE STOP SUBDIVISION
TOWNHOUSE SECTIONS 1B, 1C, 2, AND 3**

ALL THAT CERTAIN parcel of land designated as Carriage Stop, Townhouse Sections 1B, 1C, 2, and 3, situate in the Borough of Berlin, County of Camden, and State of New Jersey, being more particularly described as follows:

BEGINNING at a point in the division line between Lots 24 and 27, Block 900, said point being located the following five (5) courses and distances from a point in the easterly right-of-way line of Watson town - New Freedom Road, Camden County Route 691, as measured 37.00 feet from centerline, said point also being common to Lots 24 and 26, Block 900; thence (1) leaving the easterly line of Watson town - New Freedom Road along the division line between Lots 24 and 26, Block 900, along a curve to the right having a radius of 25.00 feet for an arc distance of 39.27 feet to a point of tangency; thence (2) N 51°51'07" E a distance of 74.48 feet to a point of curvature; thence (3) along a curve to the left having a radius of 1650.00 feet for an arc distance of 47.76 feet to a point of tangency; thence (4) N 50°11'37" E a distance of 290.72 feet to a point; thence (5) along the division line between Lots 24 and 26, and also along the division line between Lots 24 and 27, Block 900, S 41°43'05" E a distance of 618.73 feet to the aforementioned point of BEGINNING; thence

1. N 48°16'56" E a distance of 419.23 feet to a point; thence
2. N 41°43'05" W a distance of 534.99 feet to a point of curvature; thence
3. along a curve to the right having a radius of 15.00 feet for an arc distance of 24.50 feet to a point of tangency; thence
4. N 51°51'49" E a distance of 502.57 feet to a point of curvature; thence
5. along a curve to the right having a radius of 15.00 feet for an arc distance of 23.56 feet to a point; thence



EXHIBIT B-1

G. S. WINTERS & ASSOCIATES, INC.
CONSULTING ENGINEERS

DB4762-0777

301.01

November 2, 1994

**DESCRIPTION OF
CARRIAGE STOP SUBDIVISION
TOWNHOUSE SECTIONS 1B, 1C, 2, AND 3**

ALL THAT CERTAIN parcel of land designated as Carriage Stop, Townhouse Sections 1B, 1C, 2, and 3, situate in the Borough of Berlin, County of Camden, and State of New Jersey, being more particularly described as follows:

BEGINNING at a point in the division line between Lots 24 and 27, Block 900, said point being located the following five (5) courses and distances from a point in the easterly right-of-way line of Watsontown - New Freedom Road, Camden County Route 691, as measured 37.00 feet from centerline, said point also being common to Lots 24 and 26, Block 900; thence (1) leaving the easterly line of Watsontown - New Freedom Road along the division line between Lots 24 and 26, Block 900, along a curve to the right having a radius of 25.00 feet for an arc distance of 39.27 feet to a point of tangency; thence (2) N 51°51'07" E a distance of 74.48 feet to a point of curvature; thence (3) along a curve to the left having a radius of 1650.00 feet for an arc distance of 47.76 feet to a point of tangency; thence (4) N 50°11'37" E a distance of 290.72 feet to a point; thence (5) along the division line between Lots 24 and 26, and also along the division line between Lots 24 and 27, Block 900, S 41°43'05" E a distance of 618.73 feet to the aforementioned point of BEGINNING; thence

1. N 48°16'56" E a distance of 419.23 feet to a point; thence
2. N 41°43'05" W a distance of 534.99 feet to a point of curvature; thence
3. along a curve to the right having a radius of 15.00 feet for an arc distance of 24.50 feet to a point of tangency; thence
4. N 51°51'49" E a distance of 502.57 feet to a point of curvature; thence
5. along a curve to the right having a radius of 15.00 feet for an arc distance of 23.56 feet to a point; thence

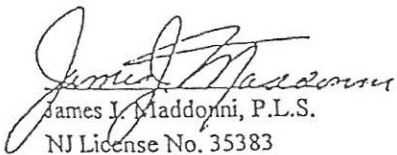


EXHIBIT B-1

G. S. WINTERS & ASSOCIATES, INC.
CONSULTING ENGINEERS

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6. N 51°51'49" E a distance of 50.00 feet to a point on a curve; thence
7. in a northwesterly direction along a curve to the right having a radius of 15.00 feet for an arc distance of 23.56 feet to a point; thence
8. N 51°51'49" E a distance of 37.16 feet to a point of curvature; thence
9. along a curve to the right having a radius of 100.00 feet for an arc distance of 66.03 feet to a point of tangency; thence
10. N 89°41'42" E a distance of 69.23 feet to a point of curvature; thence
11. along a curve to the right having a radius of 150.00 feet for an arc distance of 125.22 feet to a point of tangency; thence
12. S 42°28'30" E a distance of 325.47 feet to a point; thence
13. S 00°58'30" E a distance of 806.85 feet to a point; thence
14. S 00°08'38" E a distance of 854.57 feet to a point; thence
15. N 81°12'42" W a distance of 542.76 feet to a point; thence
16. N 39°22'43" W a distance of 137.63 feet to a point; thence
17. N 19°14'14" W a distance of 545.78 feet to a point; thence
18. N 41°43'05" W a distance of 185.50 feet to a point and place of BEGINNING.


James J. Maddonni, P.L.S.
NJ License No. 35383

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EXHIBIT B-2
G. S. WINTERS & ASSOCIATES, INC.
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PAGE 2

**DESCRIPTION OF
LOT 13, BLOCK 2304
WITHIN THE CARRIAGE STOP SUBDIVISION
TO BE CONVEYED TO
CARRIAGE STOP ASSOC., L.L.C.**

ALL THAT CERTAIN tract or parcel of land designated as Lot 13, Block 2304, within the Carriage Stop Subdivision, situate in the Borough of Berlin, County of Camden, and State of New Jersey, being more particularly described as follows:

BEGINNING at a point common to Lots 24 and 25, Block 900, said point being located the following four (4) courses and distances from a point in the easterly right-of-way line of Watsonstown - New Freedom Road, Camden County Route 691, said point being measured 37.00 feet from centerline and being common to Lot 25, Block 900; thence (1) leaving the easterly line of Watsonstown - New Freedom Road, along a curve to the left having a radius of 25.00 feet for an arc distance of 39.27 feet to a point of tangency; thence (2) N 51°51'07" E a distance of 74.48 feet to a point of curvature; thence (3) along a curve to the left having a radius of 1600.00 feet for an arc distance of 46.31 feet to a point of tangency; thence (4) N 50°11'37" E a distance of 242.35 feet to the aforementioned point of BEGINNING; thence

1. N 38°08'11" W a distance of 789.42 feet to a point; thence
2. N 51°51'49" E a distance of 135.00 feet to a point; thence
3. S 38°08'11" E a distance of 4.89 feet to a point of curvature; thence
4. along a curve to the left having a radius of 150.00 feet for an arc distance of 136.06 feet to a point; thence
5. S 01°10'55" E, non-radially, a distance of 29.26 feet to a point; thence
6. S 38°08'11" E, non-radially, a distance of 647.47 feet to a point on a curve; thence

DB 4762-0779

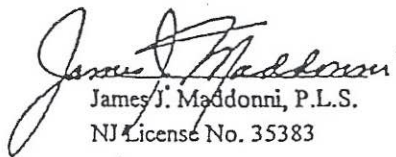


EXHIBIT B-3

G. S. WINTERS & ASSOCIATES, INC.
CONSULTING ENGINEERS

PAGE 1

7. in a southwesterly direction along a curve to the left having a radius of 380.00 feet for an arc distance of 85.50 feet to a point of tangency; thence
8. S 50°11'37" W a distance of 90.02 feet to a point and place of BEGINNING.


James J. Maddonni, P.L.S.
NJ License No. 35383

DB4762-0780



EXHIBIT B-4

G. S. WINTERS & ASSOCIATES, INC.
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PAGE 2

ARTICLES OF INCORPORATION
OF
C. S. TOWNHOME ASSOCIATION, INC.

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

ARTICLE I

The name of the corporation is C. S. TOWNHOME ASSOCIATION, INC., hereafter called the "Association".

ARTICLE II

The principal office of the Association is located at 1 Lincoln Lane, P.O. Box 560, Berlin, New Jersey, 08009.

ARTICLE III

Barry E. Yellin, whose address is 4300 Haddonfield Road, Suite 311, Pennsauken, New Jersey 08109, is hereby appointed the initial registered agent of the Association.

ARTICLE IV

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 maintenance, preservation and control of the common areas within that certain tract of property in the Borough of Berlin, County of Camden, State of New Jersey, consisting of approximately 8.76 acres, known as Block 2402, Lots 1 through 35, and Block 2304, Lot 13 on the Berlin Borough Tax Map, and 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 Declaration of Covenants, Restrictions, Easements, Charges and Liens, recorded in the Office of the Register of Deeds of Camden County, as same are applicable to the property described therein, and as the same may be amended from time to time as therein provided, said Declaration 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 Declaration and the 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 Non-Profit Corporation Law of the State of New Jersey by law may now or hereafter have or exercise.

ARTICLE V

Every person or entity who is a record owner of a fee interest in any lot or unit which is subject to the Declaration aforesaid and qualifies in accordance with the By-Laws, 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. Ownership of any such lot or unit shall be the sole qualification for membership. Upon termination of the interest of the lot or unit owner, his membership shall automatically terminate and shall be transferred and shall inure to the new lot or unit owner succeeding him in interest.

ARTICLE VI

The affairs of this Association shall be managed by a Board of Trustees. The method of electing Trustees shall be as set forth in the By-Laws. The initial Board of Trustees shall be composed of three (3) persons who need not be members of the Association. The number of Trustees may be changed pursuant to the Declaration and By-Laws of the Association. The names and addresses of the persons who are to act in the capacity of Trustees until the selection of their successors are:

<u>Name</u>	<u>Address</u>
Thomas C. Schaeffer, Jr.	1 Lincoln Lane P.O. Box 560 Berlin, NJ 08009
Susan Schaeffer	1 Lincoln Lane P.O. Box 560 Berlin, NJ 08009
Robert Nabrzieski	1 Lincoln Lane P.O. Box 560 Berlin, NJ 08009

ARTICLE VII

The Association shall exist perpetually.

ARTICLE VIII

The method of distribution of assets of the Association upon dissolution shall be as set forth in the By-Laws.

ARTICLE IX

No trustee or officer shall be personally liable for damages to the Association, its members, or any other person or entity for breach of any duty owed to the Association or its members, or resulting from the exercise of judgment or discretion in connection with the duties of his office.

ARTICLE X

Amendment of these Articles shall require the assent of three-fourths (3/4) of the members, except as otherwise provided in the Declaration.

IN WITNESS WHEREOF, for the purpose of forming this non-profit corporation under the laws of the State of New Jersey, I, the undersigned, constituting the incorporator of this Association, have executed these Articles of Incorporation this day of , 1995.

WITNESS:

Robert M. Washburn
311 Fairway Corporate Center
4300 Haddonfield Road
Pennsauken, NJ 08109

DB 4762-0783

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

On this day of , 1995, before me, the undersigned officer, personally appeared, Robert M. Washburn, who, I am satisfied, is the person named in the within Articles of Incorporation, and thereupon he acknowledged that he signed, sealed and delivered the same as his act and deed, for the uses and purposes therein expressed.

✓ _____
Notary Public

DB4762-0784