

RECORDING INFORMATION SHEET

50 RANCOCAS RD,
MT. HOLLY, NJ08060

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DECLARATION OF RESTRICTIONS

Official Use Only

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SIMONE LAW FIRM
THE SENATE BLDG, STE 201
909-11 RT 130
CINNAMINSON NJ 08077

TIMOTHY D. TYLER
BURLINGTON COUNTY

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Municipality WILLINGBORO TWP

Parcel Information
Block: N/A
Lot: N/A

First Party Name RITTENHOUSE PARK COMMUNITY ASSOC INC

Second Party Name RITTENHOUSE PARK COMMUNITY ASSOC

Additional Information (Official Use Only)



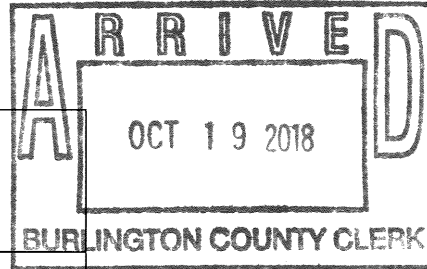
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**Burlington County
Document Summary Sheet**



TIM TYLER
BURLINGTON COUNTY CLERK
P.O. BOX 6000
50 RANOCAS RD, 3rd FLOOR
MOUNT HOLLY, NJ
08060-1317

Return Name and Address
Michael S. Simone, Esq.
The Simone Law Firm, P.C.
909-11 Route 130, Suite 201
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(856) 833-1788

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Submitting Company	
Document Date (mm/dd/yyyy)	08/13/2018
Document Type	Declaration of Covenants and By-Laws
No. of Pages of the Original Signed Document (Including the cover sheet)	53
Consideration Amount (If applicable)	

First Party <i>(Seller or Grantor or Mortgagor or Assignor or Defendant or Debtor)</i> <i>(Enter up to five names)</i>	Name(s) <i>(first name, middle initial/name, last name) (or Company Name as written)</i>	Address (Optional)
	Rittenhouse Park Community Association 67 Rittenhouse Drive Willingboro, NJ 08046 (609) 871-1360	

Second Party <i>(Buyer or Grantee or Mortgagee or Assignee or Plaintiff or Secured Party)</i> <i>(Enter up to five names)</i>	Name(s) <i>(first name, middle initial/name, last name) (or Company Name as written)</i>	Address (Optional)

Parcel Information <i>(Enter up to three entries)</i>	Municipality	Block	Lot	Qualifier	Property Address

Reference Information <i>(Enter up to three entries)</i>	Book Type	Book	Beginning Page	Instrument No.	Recorded/File Date

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**RITTENHOUSE PARK
COMMUNITY ASSOCIATION**

MEMBERS' MANUAL

Introduction

Declaration of Covenants

By-Laws

Architectural Standards

Refuse Collection Regulations

August 13, 2018

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67 Rittenhouse Drive, Willingboro, NJ 08046 Phone (609) 871-1360

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INTRODUCTION

RITTENHOUSE PARK COMMUNITY ASSOCIATION (hereinafter "Rittenhouse") – a summary of its aims and operations.

PURPOSE

Purchase of a home in Rittenhouse Park carries with it automatic membership in the Rittenhouse Park Community Association. The purpose of this Association is threefold:

1. To provide recreational facilities for all homeowners in the community. Such facilities include 1 private swim club.
2. To relieve the homeowners of nuisance chores by providing for maintenance of all common areas, lawn mowing and snow removal, excluding all rear property.
3. To provide for the maintenance, management, preservation and architectural control of the community.

MEMBERSHIP

Every person who is the owner of record of a lot in Rittenhouse Park is automatically a member of the Association. Each member will receive one (1) copy of MEMBERS' MANUAL per household, any additional copies will be charged a fee.

VOTING RIGHTS

One vote in the Association may be exercised for each lot owned which is subject to assessment by the Association, provided dues are paid in full.

GOVERNING BOARD

The Association is governed by a Board of Trustees who volunteer to best serve for the interest of the whole community. They receive no compensation, but are there to see that your investment is protected. The Board of trustees adopts all rules and regulations governing the community and will see to their enforcement. The Board of Trustees consists of a minimum of five (5) up to nine (9) members

OFFICE

The office of the Association is located at 67 Rittenhouse Drive at Pine Street. Office hours are 8 a.m. to 2 p.m., Monday through Friday. The office telephone number is 609-871-1360. The day to day business affairs of the Association are under the direction of an Office Manager hired and supervised by the Board of Trustees.

COMMON AREAS

All common areas, including the swim club, are for the use and enjoyment of all members in good standing. The Association is required to maintain all common areas and facilities keeping them in good repair as outlined in the Declaration of Covenants.

MAINTENANCE

Maintenance by the Association covers grass cuttings outside of the privacy fences; snow clearance; improvements and maintenance of common areas including rear walkways (except snow removal on rear walkways); and operations related to use and enjoyment of the swim clubs, embracing payments of taxes on common property, insurance, repairs, replacements, additions, cost of labor, equipment, materials, management, and supervision for all common areas. Rittenhouse Park Community Association is not responsible for anyone who walks on unclear rear sidewalks.

Rittenhouse Park is only responsible for the removal/trimming of trees on common ground.

TRASH REMOVAL

Trash is removed from Rittenhouse Park by Waste Management under contract with Willingboro Township. Complaints relating to trash removal should be directed to Waste Management.

RESPONSIBILITIES – YOURS AND YOUR NEIGHBORS

It is the responsibility of each individual homeowner to abide by the rules set forth by the Association and to pay his share of assessments voted by the Association; and to share the cost of reasonable repair and maintenance of common walls and fences with his neighbor. The cost of repair of any common property caused by negligence on the part of a neighbor will be borne by him. Each homeowner is responsible for maintaining the exterior of his home in good repair.

SWIMMING POOL

All members of the Association in good standing and their immediate families are automatically members of the swim club and associated facilities. The cost of running and maintaining these facilities is included in the monthly maintenance assessment. In June, of each year, pool registration badges are issued for the coming season.

MONTHLY ASSESSMENT

Each member of the Association pays a monthly fee to the Association to cover community maintenance and use of the swim clubs and other recreational facilities. The annual fee is currently set at \$900.00. The amount of future monthly fees will be determined by the Board of Trustees of the Association based on the budget.

In addition, a late fee of \$15.00 will be charged to each account not paid by 2 p.m. on the 15th of each month.

The full text of all documents relating to the Rittenhouse Park Community Association have been filed as an official public record in the County Clerk's office at Mt. Holly where it is available for your examination, if you are interested. Documents are also available at the Association office.

TO PRESERVE PROPERTY VALUES IN RITTENHOUSE PARK

A great deal of thought and planning has gone into the design and construction of Rittenhouse Park to make it an attractive and enjoyable community in which to live. Every fine residential community must have restrictions on property uses to insure maintenance of its high standards. By observing these restrictions, homeowners not only derive greater pleasure from their community; they also may expect their homes to enjoy any prevalent increase in property values.

Here is a summary of the main restrictions in this community. Please note that their sole purpose is to protect you and your neighbors from practices that would be detrimental to your property and the overall community. It is therefore to you advantage to comply in all respects with these restrictions, and you should insist that your neighbors do likewise.

In order to maintain the planned variation and design of the community, no buildings, fence, wall or other structure shall be erected or maintained on the property, nor shall any exterior addition to or change of alteration be made until the plans and specifications showing the nature, kind, shape, height, materials and location of these changes or alterations have been submitted to and approved in writing by the Board of Trustees of the Rittenhouse Park Community Association.

Any additions, changes, or alterations that have been approved must be similar in architectural, color and materials to the original dwelling.

It is recommended that you consult a qualified, architect so that your addition will be of good design and compatible with the architectural character of the community.

It would also be wise to consult the local building inspector before you proceed with any work other than repainting, to be certain of your compliance with all applicable ordinances. It may be necessary for you to obtain a building permit.

This community has been designed to create and preserve an atmosphere of spaciousness and open countryside. Since fencing along the front of your property would spoil this effect, and might cause property values to decline, no fences are permitted here.

Owners of corner lots are permitted to erect ornamental corner fences having no more than two sides, no one side of which is longer than ten feet or higher than three feet. Fabricated or living fences are not permitted.

The rear fences cannot be moved from their original positions and they must be maintained intact in the same style and manner as originally erected.

The residential sections of this community must remain residential and no more than one family may occupy a house. No commercial business of any kind may be conducted in any house.

When you put out your garbage for collection, make sure it is in a tightly closed metal or plastic container.

No truck, trailer or other commercial tagged vehicle over 8000 GVWR may be garaged or parked on the property, except for the temporary servicing of the premises. Further, no boat, trailer, tent, shack or other such structure shall be permitted to be parked or built on any lot temporarily or permanently.

Each house in good standing has an assigned parking space for the exclusive use of that residence. Please advise your guests to use only those areas reserved for guest parking.

You may not keep more than two domesticated household pets (dogs, cats, etc.). No commercial breeding of such pets is allowed, nor is harboring of livestock permitted.

The full text of these and other restrictions in effect in this community has been filed as an official public record in the County Clerk's Office at Mt. Holly where it is available for your examination if you are interested. Documents are also available at the Association office.

DECLARATION OF COVENANTS, RESTRICTIONS
EASEMENTS, CHARGES AND LIENS

THIS DECLARATION, made this 15th day of March, 2010, by Rittenhouse Park Community Association, Inc., a New Jersey corporation, hereinafter referred to as "Rittenhouse".

WITNESSETH:

WHEREAS, Rittenhouse is the owner of the real property referred to in Article II and described in Exhibit "A" of this Declaration, and desires to develop thereon a residential community together with common lands and facilities for recreational purposes for the benefit of such community; and

WHEREAS, Rittenhouse desires to provide for the preservation of the values and amenities in said community and for the maintenance of said common lands and facilities; and to this end, desires to subject the real property referred to in Article II and described in Exhibit "A" to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

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

WHEREAS, Rittenhouse has incorporated or intends to incorporate under the laws of the State of New Jersey, as a non-profit corporation the Rittenhouse Park Community Association for the purpose of exercising the functions aforesaid.

NOW, THEREFORE, Rittenhouse declares that the real property referred to in Article II hereof and more particularly described in Exhibit "A" attached hereto and forming a part thereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE I

DEFINITIONS

Section 1. The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

- (a) "Association" shall mean and refer to the Rittenhouse Park Community Association, its successors and assigns.
- (b) "The Properties" shall mean and refer to all properties, both Lots and Common Areas, as are subject to the Declaration, and which are described in Exhibit "A".

- (c) "Common Areas" shall mean and refer to those areas of land shown on the recorded subdivision plats of the Properties and described in Exhibit "B" attached hereto and forming a part hereof. Said areas are intended to be devoted to the common use and enjoyment of the members of the Association as herein defined, and are not dedicated for use by the general public.
- (d) "Lot" shall mean and refer to any plot of land intended and subdivided for residential use, shown upon one of the recorded subdivision maps of the properties, but shall not include the Common Areas as herein defined.
- (e) "Owner" shall mean and refer to the recorded owner, whether one or more persons or entities, of the fee simple title to any Lot but shall not mean or refer to any mortgagee or subsequent holder of a mortgage, unless and until such mortgagee or holder has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.
- (f) "Party Fence" shall mean and refer to a fence situated, or intended to be situate, on the boundary line between adjoining properties.
- (g) "Party Wall" shall mean and refer to the entire wall, all or a portion of which is used for support of each adjoining property, situated or intended to be situate, on the boundary line between adjoining properties.
- (h) "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article III, Section I, hereof.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION: ADDITIONS THERETO

Section 1. Additions to The Properties by the Association.

Annexation of additional property shall require the assent of two-thirds of the Class B Members, if any, at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty days nor more than sixty days in advance of the meeting setting forth the purpose of the meeting. The presence of Members or of proxies entitled to cast sixty percent of the votes of each class of membership 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 days following the preceding meeting. In the event that two-thirds of the Class A membership or two-thirds of the Class B membership are not present in person or by proxy, Members not present may give their written assent to the action taken thereat.

Section 2. Mergers.

Upon a merger or consolidation of the Association with another association as provided in its Certificate of Incorporation, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association, or, alternatively may, by operation of law, be added to the properties, rights, and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established upon any other properties as one scheme. No such merger

or consolidation, however, shall affect any revocation, change, or addition to the covenants established by this Declaration within The properties except as hereinafter provided.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership.

Every person who is a recorded who is a record Owner (as defined in Article I) of any Lot which is subjected by this Declaration to assessment by the Association shall be a Member of the Association.

Section 2. Voting Rights. The Association shall have one class of voting membership.

Class A. Class A Members shall be all Owners, excepting the Rittenhouse and excepting any other person or entity which acquires title to all or a substantial portion of the properties for the purpose of developing thereon a residential community. Class A Members shall be entitled to one vote for each lot in which they hold the interest required for membership be Section 1 of this Article III. When more than one person holds such interest or interests in any Lot all such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

ARTICLE IV

PROPERTY RIGHTS IN THE COMMON AREAS

Section 1. Members' Easements 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 common Areas and such easement shall be appurtenant to and shall pass with the title to every lot.

Section 2. Title to Common Areas. Rittenhouse hereby covenants for itself, its heirs and assigns, that prior to the conveyance of the first lot it will convey by Special Warranty Deed fee title to the Common Areas to the Association free and clear of all encumbrances and liens, except those created by or pursuant to this Declaration, subject, however, to 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 community, the Common Areas and all facilities now or hereafter built or installed thereon shall at all times be maintained in good repair and condition and shall be operated in accordance with high standards. Further, it shall be an express affirmative obligation of the Association to keep the swimming

pool, if any is constructed, and facilities appurtenant thereto, open, adequately staffed and operating during those months and during such hours as outdoor swimming pools are normally in operation in this locality.

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 Bylaws, to borrow money for the purpose of improving the Common Areas and in aid thereof to mortgage said properties and the rights of such mortgagee in said properties shall be subordinate to the rights of the owners hereunder;
- (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, as provided in its Articles and Bylaws, to suspend the enjoyment rights of any Member for any period during which any assessment remains unpaid, and for any period not to exceed thirty days for any infraction of its published rules and regulations;
- (d) the rights of the Association to charge reasonable admission and other fees for the use of the Common Areas which amounts may be adjusted from time to time by a two-thirds (2/3's) vote of the Board of Directors.
- (e) the right of individual Members to the exclusive use of parking spaces as provided in Section 4 hereof;
- (f) the right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such dedication or transfer, determination as to the purposes or as to the conditions thereof, shall be effective unless an instrument signed by Members entitled to cast two-thirds of the votes of the Class A membership has been recorded, agreeing to such dedication, transfer, purpose or condition, and unless written notice of the action is sent to every Member at least sixty days in advance of any action taken;
- (g) the right of the Association to grant and reserve easements and rights-of-way through, under, over and across the Common Areas, for the installation, maintenance and inspection of lines and appurtenances for public or private water, sewer, drainage, fuel oil and other utilities; and
- (h) the right of the Association to grant to a governmental body having jurisdiction a "conservation easement" pursuant to the "New Jersey Green Acres Land Acquisition Act of 1961" L. 1961, c. 45, p. 481, sec. 12 (N.J.S.A. 13:8A-12), or otherwise, provided that no such grant of the easement shall be effective unless an instrument agreement to such grant and signed by members entitled to cast two-thirds of the votes of the Class A Membership and two-thirds of the votes of the Class B membership, if any, has been recorded, and unless written notice of the action is sent to every Member at least sixty days in advance of any action taken.

Section 4. Parking Rights. The Association shall maintain upon the Common Areas at least one parking space for each Lot in good standing, subject to reasonable rules and conditions. Rittenhouse shall designate at least one parking space conveniently located with respect to each Lot for the exclusive use of the Members residing therein, their families and guests. The use of such space by any other Member or person may be enjoined by the Association or the Members entitled thereto. The right to the exclusive use of such parking space and to its maintenance by the Association shall be appurtenant to and shall pass with the title to each Lot, which is subject to suspension in accordance with Article V, Section Nine, titled Effect of Non-Payment of Assessment.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal obligation of Assessments. Rittenhouse, for each lot owned by it within The Properties, hereby covenants and each subsequent Owner of any such Lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; (2) special assessments for capital improvements, 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 SUCH ASSESSMENT IS MADE. Each such assessment, together with such interest thereon and cost of collection thereof. As are hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

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

Section 3. Basis and Maximum of Annual Assessments. Commencing January 1, 2009, the annual assessment (which must be fixed at uniform rate for all Lots) shall be at the rate of Four Hundred and Seventy Four Dollars (\$474.00) per Lot payable annually. From and after January 1, 2009, the annual assessment may be increased as hereinafter provided for the next successive year and may be adjusted annually in accordance with a budget adopted by the Board of Trustees of the Association.

The Board of trustees of the Association may, after consideration of current maintenance costs and future needs of the Association, fix the actual assessment for any

year at a lesser amount, provided that it shall be an affirmative obligation of the Association and its Board of Trustees, to fix such assessments at an amount sufficient to maintain and operate the Common Areas and facilities.

Section 4. Special Assessments for Capital Improvements. 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, in an amount no higher than the maximum annual assessment then permitted to be levied hereunder, 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 Common Areas, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds of the votes of each class members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty days nor more than sixty days in advance of the meeting setting forth the purpose of the meeting.

Section 5. Change in maximum of Annual Assessments. The Board of Trustees of the Association may prospectively increase the maximum of the annual assessments (fixed by Section 3 hereof) to Four Hundred Seventy-Four Dollars (\$474.00) per Lot.

The Association may prospectively increase the maximum amount of the annual assessment, provided that any such change shall have the consent of two-thirds of the votes of the Board of Directors and shall be presented to the membership in its entirety at a meeting duly called for this purpose of which written notice shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting.

Section 6. Quorum for any Action Authorized Under Sections 4 and 5. The quorum required for any action authorized by Sections 4 and 5 of this Article V, shall be as follows:

At the first meeting called, as provided in Sections 4 and 5 of this Article V, presence at the meeting of members or of proxies, entitled to cast 50% of the vote. In the event 50% of the vote is not cast, it shall be binding upon the membership that two-thirds of the people voting in favor of or in disapproval of the recommended change.

Section 7. 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 Rittenhouse to an Owner and shall be due and payable in advance on the first day of each calendar month thereafter on a monthly basis and any assessment not paid by 2 p.m. on the 15th of each month shall be charged a late fee of \$15.00 and interest in accordance with Section 9, below.

The due date of any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment.

Section 8. Trash/Recyclable Items/Fines.

As a private homeowners association in the State of New Jersey, The Rittenhouse Park Community Association Board of Trustees has the authority to levy and collect fines from the homeowners in Rittenhouse Park. You are only permitted to place refuse at the curb for collection the evening before (after 4 p.m.) the collection day. Any items placed outside prior to that time period, including trash, tree limbs, metal, recyclables, boxes, or any other item will carry a fine as follows:

First offense - \$25.00

Second offense - \$50.00

Third offense and thereafter - \$200.00

Your account will be automatically charged this amount which shall become an assessment against your unit and a lien in accordance with state law.

Warnings will be issued on the first offense and if items are not moved immediately, the first fine will commence.

Section 9. Duties of the Board of Trustees.

In the event of any change in 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 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 the 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 10. Effect of Non-Payment of Assessment. The Personal Obligation of the Owner: The Lien; Remedies of Association. If any assessment is not paid on the date when due (being the dates specified in Section 7 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 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 monthly assessment is not paid by 2 p.m. on the fifteenth (15th) of each month, a late fee will be assessed in the amount of fifteen (\$15.00) dollars for the month's delinquent payment. If the assessment is not paid within thirty days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of eighteen per cent (18%)

per annum or such other amount as the Association or Court may deem equitable or just to pay the same or may enforce or foreclose the lien against the property; and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided, reasonable attorney's fee to be fixed by the court together with the costs of the action, and any other related collection costs.

Section 11. 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 Properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to the 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 12. Exempt Property. The following properties subject to his Declaration shall be exempt from the assessments, charge and lien created herein: (a) all properties dedicated to and accepted by a governmental body, agency or authority, and devoted to public use; (b) all Common Areas as defined in Article I, Section I hereof, notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

ARTICLE VI

PARTY WALLS OR PARTY FENCES

Section 1. General Rules of Law to Apply.
To the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply to each party wall or party fence which is built as part of the original construction of the homes upon The Properties and any replacement thereof.

In the event that any portion of any structure, as originally constructed by Rittenhouse, including any party wall or fence, shall protrude over an adjoining lot, such structure, party wall or fence shall not be deemed to be an encroachment upon the adjoining lot or lots, and Owners shall neither maintain any action for the removal of a party wall or fence or projection, nor any action for damages. In the event there is a protrusion as described in the immediately preceding sentence, it shall be deemed that said Owners have granted perpetual easements to the adjoining Owner or Owners for continuing maintenance and use of the projection, party wall or fence. The foregoing shall also apply to any replacements of any structures, party walls or fences if same are constructed in conformance with the original structure, party wall or fence constructed by Rittenhouse. The foregoing conditions shall be perpetual in duration and shall not be subject to amendment of these covenants and restrictions.

Section 2. Sharing of Repair and Maintenance.
The cost of reasonable repair and maintenance of a party wall or party fence shall be shared equally by the Owners who make use of the wall or fence in proportion to such use.

Section 3. Destruction by Fire or Other Casualty

If a party wall or party fence is destroyed or damaged by fire or other casualty, any Owner who has used the wall or fence may restore it, and if the other Owner thereafter make use of the wall or fence, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owner to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing.

Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against the elements.

Section 5. Right to Contribution Runs with Land.

The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall to such Owner's successors in title.

Section 6. Arbitration

In the event of any dispute arising concerning a party wall or party fence, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators and be binding upon the parties. See Bylaws section Article IX, section four titled Alternative Dispute Resolution Committee.

ARTICLE VII

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon The Properties, nor shall any exterior addition to or change or alteration thereto be made until the plans and specifications showing the nature, kind, shape, height, materials, and locations of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Trustees of the association, or by an architectural committee composed of three or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty 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.

ARTICLE VIII

USE OF PROPERTY

Section 1. Uses and structures.

NO Lot shall be used except for residential purposes. No building can be erected, altered, placed, or permitted to remain on any Lot other than one attached single-family dwelling not

exceeding two and one-half stories in height. No detached garage, carport or accessory building may be erected. An attached addition to the dwelling may be erected but only on condition that it shall not project (a) beyond the front wall of the dwelling or structure as originally erected by Rittenhouse, (b) more than ten feet beyond the rear wall of the dwelling or structure as originally erected by Rittenhouse; nor leave less than twenty feet of yard thereafter remaining, and (c) that it and any breezeway or other structure connecting it with the dwelling shall conform in architecture, material and color to the dwelling, and upon the further conditions set forth in Section 2 hereof. No dwelling or any part thereof shall be used for any purpose except as a private dwelling for one family, nor shall any business of any kind be conducted therein. No motor vehicle other than a private passenger type shall be garaged or stored in any garage or carport, on any Lot, parking compound or regularly parked in residential areas. No business or trade of any kind or noxious offensive activity shall be carried on upon any Lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No boat, trailer, tent, shack or other such structure shall be located, erected or used on any Lot, temporarily or permanently.

Section 2. Alterations and Additions.

No building, structures, dwelling, garage, carport or breezeway shall be erected nor shall any alteration or addition to or repainting of the exterior thereof be made unless it shall conform in architecture, material and color to the dwelling as originally constructed by Rittenhouse.

Section 3. Cost and Size of Dwelling.

No dwelling shall be erected on any Lot at a cost of less than Eleven Thousand Dollars (\$11,000.00) based upon cost levels prevailing on the date this Declaration is recorded, it being the intention and purpose of this covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially and same as or better than that which can be produced on the date this Declaration is recorded at the minimum cost stated therein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches, garages and carports, shall be not less than eight hundred square feet for a one story dwelling, nor less than five hundred square feet for a dwelling of more than one story.

Section 4. Setbacks

- (a) On Lots abutting on only one street or Lots not abutting on a street ("interior" Lots), no building or structure shall be located nearer than fifteen feet to the front and rear lot lines.
- (b) On Lots abutting on two non-intersecting streets ("through" Lots), no building or structure shall be located nearer than fifteen feet to the front and rear lot lines.
- (c) On Lots abutting on two or more intersecting streets ("corner" Lots), no building or structure shall be located nearer than fifteen feet to any lot line, exclusive of the lot line whereon a party wall is situate.

Section 5. Lot Width and Area.

No dwelling shall be erected or placed on any Lot having a width of less than sixteen feet minimum nor shall any dwelling be erected or placed on any lot having an area of less than twelve hundred square feet.

Section 6. Signs.

No sign of any kind shall be displayed to the public view on any dwelling or Lot except a one-family name or professional sign of not more than two hundred and forty square inches, one temporary sign of not more than five square feet, advertising the property for sale or rent, a political sign for 30 days and removed 3 days after election or a contractor sign as long as the contractor is on the site working. All building permits must be displayed.

Section 7. Drilling and Mining.

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

Section 8. Animals.

No animals, livestock or poultry of any kind shall be raised, bred or kept in any dwelling or on any Lot, except that dogs, cats or other domesticated household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose and provided that not more than 2 pets in the aggregate may be kept in any such dwelling or Lot. All animals must be licensed in accordance with local regulation, and they must be walked on leashes at all times.

Section 9. Garage and Rubbish.

Garage and rubbish shall not be dumped or allowed to remain on any Lot.

Section 10. Fences.

An ornamental corner fence of not more than two sides, no one side which is longer than ten feet or higher than three feet is permitted on each corner lot. No white fences are permitted, only neutral, tan or brown. No fences are permitted in the front of the property. With the exception of said ornamental corner fences, fabricated or living fences are prohibited on any part of the Lot, except for those fences built in the rear yard. The position or original installations of said fences shall not be changed, and the Owner of the lot shall maintain said fences intact and shall not remove any part thereof or add to the same. If all or part of said fences are damaged or destroyed, the owner of the Lot shall forthwith replace or repair the same in the same style and manner as originally erected by the owner or previous owner. Repairs to or reconstruction of damaged or destroyed party fences shall be governed by the provisions of Article VI of this Declaration.

Section 11. Laundry Lines.

Laundry poles and lines outside of houses are prohibited except that one portable laundry dryer, not more than seven feet high, may be used in the rear yard of each dwelling on days other than Sunday and legal holidays; and such dryer shall be removed from the outside when not in actual use.

Section 12. Lawn Mowing.

Rear yard lawns in the area between the rearmost wall of the dwelling as originally erected by the Rittenhouse and any fence that is erected on the Lot shall be mowed and weeds removed at least once a week between April 15th and November 15th of each year.

Section 13. Antennae.

No radio, television or similar tower shall be erected on any lot or attached to the exterior of any dwelling.

Section 14. Visibility at Intersections.

No hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street lines and a line connecting them at points thirty feet from the intersection of the street lines. The same sight line limitations shall apply on any Lot within ten feet from the intersection of a street line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

Section 15. Easements.

(a) Perpetual easements for the installation and maintenance of sewer, water, gas and drainage facilities, for the benefit of the adjoining land owners and/or the municipality and /or municipal or private utility company ultimately operating such facilities, are reserved as shown on the subdivision Map of The Properties filed with the County Clerk of Burlington County, New Jersey; also, easements in general and over a Lot for the installation of electric, gas and telephone facilities. No building or structure shall be erected within the easement areas occupied by such facilities.

(b) Temporary and perpetual easements for the construction, paving, maintenance, repair and replacement of walkways for pedestrian use are hereby reserved in and over each Lot for the exclusive benefit of the Association, its Members, their invitees and licensees. The temporary easements are located as shown on drawing no. 3792 entitled "Rittenhouse Park, Section 77 Temporary Walkway Easements," copies of which are attached hereto and made a part hereof, and such temporary easements shall automatically terminate upon the execution and recording of an amendment locating the perpetual easement on each Lot as hereinafter set forth.

The perpetual easement shall (i) extend for not more than three feet on either side of the centerline of the walkways that Rittenhouse may pave or otherwise construct within and along such temporary easement area; and (ii) be precisely located by the execution and delivery by Rittenhouse of an amendment hereto containing a specific description of such centerline of the walkway as actually constructed, subsequent to the vesting of title to any Lot or the Common Areas in any Owner.

The aforesaid perpetual easement area and paving shall be maintained by the Association and no building, fence or structure shall be erected in or over same.

ARTICLE X

GENERAL PROVISIONS

Section 1. Duration and Amendment

The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit and be enforceable by the Association, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns in perpetuity unless an instrument signed by the then Owners of two-thirds of the Lots has been recorded, agreeing to change said covenants and restrictions in whole or in part. Unless specifically prohibited herein, Articles I through IX of the Declaration may be amended by Owners holding not less than two-thirds (2/3's) of the votes of the membership. Any amendment must be properly recorded to be 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 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/or to recover damages; and against the land to enforce any lien created by these covenants; and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The expense of enforcement by the Association shall be chargeable to the Owner of the Lot violating these covenants and restrictions shall constitute a lien on the Lot, collectable in the same manner as assessments hereunder.

Section 4. 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.

EXHIBIT "A"

DESCRIPTION OF "THE PROPERTIES" AS DEFINED IN ARTICLE I,
SECTION 1(b), OF DECLARATION OF COVENANTS, RESTRICTIONS,
EASEMENTS, CHARGES AND LIENS DATED AS OF APRIL 10, 1967.

ALL those certain lots, pieces, tracts or parcels of land and premises situate, lying and being in the Township of Willingboro, County of Burlington, State of New Jersey, as shown on the final subdivision plat entitled "Amended Subdivision Map of Rittenhouse Park, Willingboro, Section 77" filed in the office of the Clerk of the County of Burlington, State of New Jersey, on March 7, 1967 as Map No. 0567 and designated thereon as:

Lots 47 through 74, inclusive, of Block 901, containing 1.5092 acres.

Lot 77 of Block 901, containing 0.3170 acres.

Lot 78 of Block 901, containing 0.0518 acres.

That portion of Reserved Lot 79 more particularly described as follows:

BEGINNING at a point at the southeast corner of Lot 65 of Block 901 as shown on said Map of Rittenhouse Park, Section 77;

THENCE along the outline of said Lot 79 the following five (5) courses and distances:

- (1) Along the east side of Lot 65, N 05° 53' 25" W, 10.00 feet;
- (2) Along the south side of Lot 64, N 84° 06' 35" E, 90.00 feet;
- (3) Along the east sides of Lots 55 through 64, inclusive, N 05° 06' 35" W, 232.00 feet;
- (4) Along the north side of Lot 55, S 84° 06' 35" W, 90.00 feet, and
- (5) Along the east side of Lot 54, N 05° 53' 25" W, 44.00 feet to the northeast corner of Lot 54;

THENCE through Lot 79, N 84° 06' 35" E, 158.00 feet, more or less, to the high water line on the west bank of Mill Creek;

THENCE along the east side of said Lot 79 and along the said high water line, southerly 294.00 feet, more or less, to the southern boundary of said Section 77, Rittenhouse Park;

THENCE along the south side of said Lot 79, S 84° 06' 35" W, 135.00 feet, more or less, to the point or place of BEGINNING.

Containing 0.57 acres, more or less.

Reserved Lot 31 of Block 905, containing 0.8264 acres.

EXHIBIT "B"

DESCRIPTION OF "COMMON AREAS" AS DEFINED IN ARTICLE I,
SECTION 1(c), OF DECLARATION OF COVENANTS, RESTRICTIONS,
EASEMENTS, CHARGES AND LIENS DATED AS OF APRIL 10, 1967.

ALL those certain lots, pieces, tracts or parcels of land and premises situate, lying and being in the Township of Willingboro, County of Burlington, State of New Jersey, as shown on the final subdivision plat entitled "Amended Subdivision Map of Rittenhouse Park, Willingboro, Section 77" filed in the office of the Clerk of the County of Burlington, State of New Jersey, on March 7, 1967 as Map No. 0567 and designated thereon as:

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- (1) Along the east side of Lot 65, N 05° 53' 25" W, 10.00 feet;
- (2) Along the south side of Lot 64, N 84° 06' 35" E, 90.00 feet;
- (3) Along the east sides of Lots 55 through 64, inclusive, N 05° 06' 35" W, 232.00 feet;
- (4) Along the north side of Lot 55, S 84° 06' 35" W, 90.00 feet, and
- (5) Along the east side of Lot 54, N 05° 53' 25" W, 44.00 feet to the northeast corner of Lot 54;

THENCE through Lot 79, N 84° 06' 35" E, 158.00 feet, more or less, to the high water line on the west bank of Mill Creek;

THENCE along the east side of said Lot 79 and along the said high water line, southerly 294.00 feet, more or less, to the southern boundary of said Section 77, Rittenhouse Park;

THENCE along the south side of said Lot 79, S 84° 06' 35" W, 135.00 feet, more or less, to the point or place of BEGINNING.

Containing 0.57 acres, more or less.

Reserved Lot 31 of Block 905, containing 0.8264 acres.

NOTE: FOR MAP SEE FILE #0642.

Docket No. 8055.

Received and Recorded 10/25/67 at 2:47 p.m.

Charles H. Ehrlich, County Clerk.

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

RITTENHOUSE PARK COMMUNITY ASSOCIATION, INC.

ATTEST: *Pamela Reed-Gibson*, Secretary

Pamela Reed-Gibson
Print Name

10-2-18
Date

By: *[Signature]*, President

Salina Nichols
Print Name

October 15, 2018
Date

State of New Jersey

County of Burlington



On this 2nd day of October, 2018, before me, a Notary Public of New Jersey, personally appeared Pamela Reed-Gibson, who being by me duly sworn on her oath, says that she is the Secretary of Rittenhouse Park Community Association, Inc., the corporate within named, and that Salina Nichols is the President; that deponent knows the common or corporate seal of said corporation and that the seal annexed to the within Declaration of Covenants, Restrictions, Easements, Charges and Liens is such common or corporate seal; that the said Declaration of Covenants, Restrictions, Easements, Charges and Liens was signed by the said President and the seal of said corporation affixed thereto in the presence of deponent; that said Declaration of Covenants, Restrictions, Easements, Charges and Liens was signed, sealed and delivered as and for the voluntary act and deed of said corporation for the uses and purposes therein expressed, pursuant to a resolution of the Board of Directors of said corporation; and at the execution thereof this deponent subscribed her name thereto as witness.

Pamela Reed-Gibson
Secretary

Pamela REED-Gibson
Print Name

Sworn and subscribed to on
the day and year above written.

Deborah A. Didino

DEBORAH A DIDINO
ID # 2389824
NOTARY PUBLIC
STATE OF NEW JERSEY
My Commission Expires Sept. 25, 2019

BYLAWS OF RITTENHOUSE PARK COMMUNITY ASSOCIATION

As revised August 13, 2018

ARTICLE I

NAME AND LOCATION

The name of the corporation is Rittenhouse Park Community Association, hereinafter referred to as the "Association." The principal office of the corporation shall be located at 67 Rittenhouse Drive, Willingboro, New Jersey, but meetings of members and trustees may be held at such places within the State of New Jersey as may be designated by the Board of Trustees.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to the Rittenhouse Park Community Association, its successors and assigns.

Section 2. "The Properties" shall mean and refer to those lands described in Exhibit "A" attached to and forming a part of a certain Declaration of Covenants, Restrictions, Easements, Charges and Liens (hereinafter referred to as the "Declaration") made by the Association.

Section 3. "Common Areas" shall mean and refer to those areas of land described in Exhibit "B" attached to and forming a part of the Declaration of the Common use and enjoyment of the members of the Association.

Section 4. "Lot" shall mean and refer to any plot of land intended and subdivided for residential use, shown upon one of the recorded subdivision maps of the Properties, but shall not include the Common Areas as herein defined.

Section 5. "Owner" shall mean and refer to the recorded owner, whether one or more persons or entities, of the fee simple title to any Lot but shall not mean or refer to any mortgagee or subsequent holder of a mortgage, unless and until such mortgagee or holder has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

Section 6. "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article III, Section 1, of the Declaration.

Section 7. "Developer" shall mean and refer to the Association, its successors and assigns if such successors or assigns should acquire more than one undeveloped lot from the Developer for the purpose of development.

Section 8. “Declaration” shall mean and refer to the Declaration of Covenants, Restrictions, Easements, Charges and Liens applicable to the Properties recorded or to be recorded among the land records in the office of the Clerk of Burlington County, New Jersey.

ARTICLE III

MEMBERSHIP

Section 1. Membership.

Membership in the Association shall be governed by Article III, Section 1, of the Declaration.

Section 2. Suspension of Membership.

The rights of membership is subject to the payment of annual and special assessments levied by the Association, the obligation of which assessments is imposed against each owner of land and becomes a lien upon the property against which such assessments are made as provided by Article V of the Declaration to which The Properties are subject. During any period in which a Member shall be in default in the payment of annual or special assessment levied by the Association, the voting rights and rights to the use of the Association’s facilities of such Member may be suspended by the Board of Trustees until such assessment has been paid. Furthermore, if the monthly assessment is not paid by the fifteenth (15) of the month, a late fee will be assessed in the amount of fifteen (\$15.00) dollars for the month’s delinquent payment. In addition, suspension of membership may include but not limited to the removal of the number of your parking space immediately in front of your property, the failure to remove snow from the parking space or the sidewalk, the failure to cut the grass in front of or behind the property, suspension of the right to the Community Center, and the suspension of the right to use of the pool as well as any other common areas. Such rights of a Member may also be suspended, after notice, for a period not to exceed (30) days for violation of any of it’s duly constituted committees or agents governing the use of the common areas and facilities. Any resident so suspended may request within a reasonable time to a full hearing before a quorum of the Board of Trustees for a de novo review of such suspension. Use or attempted use of common areas and facilities during any term or suspension by a Member may constitute a criminal violation.

Section 3. CREDITOR RESPONSIBILITY

Effective August 13, 2018 In accordance with Public Law, Rittenhouse Park Community Association agrees to hold the title holder/mortgage company liable for the upkeep of Vacant, Abandoned or Foreclosed property until sold and the title/deed changes ownership.

§ 272-34 Creditor responsibility Pursuant to the provisions of P.L. 2014, Chapter 35, a creditor filing a summons and complaint to foreclose a lien on a residential property that is vacant and abandoned, whether the filing of the summons and complaint is made before or after the determination that the property is vacant and abandoned, shall be responsible for the care, maintenance, security, upkeep of the exterior of the residential property. This obligation applies when Rittenhouse Park Community Association determines the property is vacant and abandoned.

Creditor NOTICE TO Rittenhouse Park Community Association required

Any creditor initiating a new foreclosure action shall have 10 days to provide Rittenhouse Park Community Association with notice of the action. Such notice shall provide, in writing

A: The name and contact information for the representative of the creditor who is responsible for receiving complaints of property maintenance and code violations;

B: The street address, lot and block number on the property;

C: The full name and contact information of an individual located in New Jersey authorized to accept service on behalf of the creditor; and

D: Whether the property is subject to the provisions of the New Jersey Fair Housing Act. *See N.J.S.A. 52:27D-301 et seq.*

ARTICLE IV

PROPERTY RIGHTS: RIGHTS OF ENJOYMENT

Section 1. Each Member shall be entitled to the use enjoyment of the Common Areas and facilities as provided by Article IV of the Declaration. Any Member may delegate his rights of enjoyment of the Common Areas and facilities to the members of his family residing in his household or to any of his tenants who reside upon The Properties under a leasehold interest for a term of one year or more. Such Member shall notify the Secretary in writing of the name of any person and of the relationship of the Member to such person. The rights and privileges of such delegee are subject to suspension to the same extent as those of the Member.

Section 2. Irrespective of the fact that Section 3(d) of Article IV of the Declaration gives the Association the right to charge reasonable admission and other fees for the use of any recreational facilities situated upon the common areas and may adjust the amount of the charge such that it shall be an affirmative obligation of the Association and its Board of Trustees to fix such assessments at an amount sufficient to maintain and operate the common areas and facilities.

Section 3. - PARKING

Effective August 13, 2018 It shall be the duty of the occupant to remove any motor vehicle which is unregistered and/or without current license plates from the premises of Rittenhouse Park Community Association. If the vehicle is not removed, Rittenhouse Park Community Association will exercise its rights to have any unregistered or inoperable vehicle towed at the homeowner's expense.

- A. No person shall park or permit to be parked any motor vehicle which is unregistered, without current license plates or inoperable on any street, court or designated parking area within Rittenhouse Park, for a period of more than 72 hours.
- B. No person shall park or permit to be parked on any court or designated parking area within Rittenhouse Park any **COMMERCIAL TRUCK / VAN OR TRACTOR-TRAILER** with or without side windows. No pulled trailers of any kind or trailers with

open beds shall be parked or stored in any court or designated parking area in Rittenhouse Park Community.

OTHER PROHIBITED VEHICLES:

- No trucks or vehicles with magnetic signs or lettering.
- No trucks with ladders, pipes, or roofs on truck with tools and ladders hanging on or out of any truck.
- Any truck used for business is not allowed to be parked or stored on any court or designated parking area in Rittenhouse Park Community.

Note: All Commercial Vehicles and trucks not obeying the rules of Rittenhouse Park Community Association will be towed at the owner's expense.

Rittenhouse Park Community Association has adopted **Chapter 370. Zoning - Article XVI. Off-Street Parking, Loading and Unloading Regulations**

Chapter 370. Zoning - Article XVI. Off-Street Parking, Loading and Unloading Regulations

§ 370-75. General parking requirements. No vehicle other than passenger automobiles shall be parked out of doors on the street except for service or delivery purposes in any residential zone, and not more than one commercial vehicle of not more than three-quarters-ton manufacturer's rated capacity may be parked in the driveway on each lot in a residential zone. No display vehicles, trailers of any type, trailer devices, cappers, towed vehicles, boats or boat trailers may be parked on any street located in a residential district except where actively engaged in loading or unloading operations. In the I-1 Zone District, trailers or trailer devices may remain for a period not exceeding 72 hours if the same are actively engaged in loading or unloading operations, or may be parked at any time, with the prior written permission of the owner of the property on which the trailer or trailer device shall be parked. No commercial vehicle of more than three-quarters of a ton manufacturer's rated capacity may be parked out of doors overnight in any zone except in the I-1 Zone.

All Commercial Vehicles shall not park on any Street during the hours of 8 PM threw 8 AM. (except those that are for emergency, police, or delivery.) Commercial trucks not trailers may be park if they are performing a business or a delivery to a homeowner during business / working hours ONLY.

- C. No ATV's (off road) vehicles are allowed to be ridden on any street and/or common grounds throughout Rittenhouse Park Community.
- D. No RV's, Motorcycles, Motorcycle Trailers, Military Vehicles or 4 Wheelers are allowed to be in any court, or designated parking area. (Motorcycles may be stored in your back yard. When storing, the motorcycle should be walked over walkways and common grounds for driving thru the back of homes will cause a disturbance to other homeowners.
- E. REPAIRS TO VEHICLES No person shall repair or disassemble any vehicle in any court or designated parking area. No oil change or other automotive fluids are allowed to be added or changed.

- F. No fixing and selling of vehicles are allowed by any auto mechanic or other parties are allowed in any court or designated parking area in Rittenhouse park.
- G. No Homeowner, tenant or guest shall be parked in a visitor spot for more than 48 hours. These spots are for the entire community and must be shared by all. Please park in the streets. Be courteous to others. If a car is stored and not moved in 48 hours it will be towed at the vehicle owner's expense.

Section 4. - VACANT PROPERTY

Effective August 13, 2018 Rittenhouse Park Community Association has adopted the Township of Willingboro Chapter 272 Property Maintenance, ARTICLE III: VACANT PROPERTY, 272-17 Corrective Action required, 272-18 Minimum specifications, 272-19 Maintenance requirements and 272-20 Construal of provisions.

When the property becomes vacant and dwelling deteriorated, corrective action MUST be done to bring the dwelling into full compliance with the Willingboro Property Maintenance Code. The dwelling shall be subject to an inspection by the Township. Failure to have begun the corrective action necessary to bring the dwelling into full compliance with the Willingboro Property Maintenance Code shall constitute a violation of Chapter 272 Property Maintenance, ARTICLE III: VACANT PROPERTY. The property owner until the title changes to a new record owner shall continue to be responsible for all taxes, liens and/or other charges incurred on the property.

§ 272-17. Corrective action required: When a vacant, burned or otherwise damaged or deteriorated dwelling has been boarded, corrective action to bring the dwelling into full compliance with the Willingboro Property Maintenance Code shall begin within 30 days after the dwelling has been boarded and shall be completed and the boarding removed within a period of six months from the date of the boarding. The dwelling shall be subject to an inspection beginning four months from the date of the boarding. Failure to have begun the corrective action necessary to bring the dwelling into full compliance with the Willingboro Property Maintenance Code within 30 days after the dwelling has been boarded, and the failure to allow Township Code Enforcement Officers to gain access to the interior of the dwelling after proper notification, shall each constitute a separate violation of this code.

§ 272-18. Minimum specifications: The minimum specifications to secure a vacant dwelling to abate interior requirements shall be as follows, unless otherwise approved in writing by the Director:

A. All windows on all levels, through which access to the interior of the dwelling can be made, shall be secured from the interior of the building with one-half-inch exterior-grade plywood sheathing, as shown in Exhibit A;^u

[1] *Editor's Note: Exhibit A is on file in the Township offices.*

B. All window boards shall be fit to screen inset molding as shown;

C. All fabricated boards shall be painted with one coat of primer on the exterior surface;

D. All two-inch by four-inch interior wood stock used in securing the sheathing shall be padded with carpet-type material of minimum dimensions of four inches by eight inches, permanently attached. This padding shall be adjusted to prevent damage to interior walls and wood trim;

E. All exterior doors of the dwelling shall be secured from the exterior of the dwelling with three-fourths-inch exterior-grade plywood. Prior to securing plywood, cut four two-by-four pressure-treated pieces of lumber to fit the inside of the existing door frame. (See attached Detail A.²) Screw the pieces into the door frame with a three-inch hex head screw at 10 inches on center.

[2] *Editor's Note: Detail A is on file in the Township offices.*

F. Cut three-fourths-inch exterior-grade plywood to fit and enclose the existing opening, screw three-inch hex head screws and washers around the edge of the three-fourths-inch plywood at eight inches on center. (See attached Detail A.)

NOTE: Each door should be on a case-by-case basis, because not all doors are the same. The contractor should field verify the existing door conditions and make adjustments in the field accordingly.

§ 272-19. Maintenance requirements: Maintenance of a secured vacant dwelling. All openings specified herein must remain secured in the manner prescribed herein, and the exterior of the dwelling must remain in compliance with all applicable provisions of this code. Failure of the owner, operator, or agent to maintain the secured vacant dwelling as prescribed herein shall subject them to legal action without further notice from the Director.

§ 272-20. Construal of provisions: Compliance with these minimum specifications shall not include issuance of citations in the event that, subsequent thereto, the structure becomes open or otherwise falls below these minimum specifications. These specifications shall in no way abate, assume, substitute or replace the responsibility of any dweller and/or owner to secure and maintain the premises. These standards shall be reviewed on an annual basis.

Section 5. SNOW REMOVAL

Effective August 13, 2018 Rittenhouse Park Community Association contracts a vendor for the initial snow removal and salting of Rittenhouse Park. The Township of Willingboro plows the center of the parking area as a courtesy and Rittenhouse Park Community Association will apply an application of salt. Please be advised, snow WILL NOT be removed until it accumulates more than one inch. Once more than 2 inch of snow has accumulated, the contractor is responsible for snow removal within 2 hours after the snow has **STOPPED FALLING**. The contractor will shovel and apply salt to deice the sidewalks and walkways. After the sidewalks, walkways and parking lots have been initially cleared and salt applied, the **HOMEOWNER/RESIDENT IS RESPONSIBLE** for **deicing if refreezing occurs**.

Please Note: If there is an **accumulation of less than 1 inch of snow, it is the responsibility of the homeowner/resident to clear and deice affected areas.**

Section 6.- TRASH

Effective August 13, 2018 Every owner, operator and occupant shall be responsible for properly DISPOSING of all garbage, rubbish, refuse, and waste material from one collection period to the next actual collection. Arrangements should be made for weekly collection on Monday, by placing the garbage curbside by 8:00 pm Sunday evening or 6:00 am Monday morning.

A. The Landlord is responsible for providing containers and a copy of the Rubbish Collection Regulation for Willingboro Township to ensure the tenant is properly disposing of garbage, rubbish, refuse, and waste material.

B. The Homeowner/Landlord/Tenant is responsible upon notification to adhere to any and all changes regarding trash collection as implemented and mandated by the Township of Willingboro.

C. If no container is used: Trash bags **SHOULD NOT BE PLACED CURBSIDE BEFORE 6 am.** This will help keep animals from getting into the trash bags leaving the community filled with litter.

D. **NO TRASH is to be placed out for collection in RECYCLING CONTAINERS OF ANY COLOR.** Your trash will not be collected and the homeowner / tenant becomes responsible for its disposal. It is against the law for anything other than recycling materials to be disposed of in **RECYCLING CONTAINERS!**

Section 7.- PET RESTRICTIONS

Effective August 13, 2018 Proper disposal of pet solid waste in the Township of Willingboro, is a requirement so as to protect public health, safety and welfare, and prescribes penalties for failure to comply.

Pets are permitted in the Rittenhouse Park Community; **HOWEVER,**

- A. Dogs **MUST** be on a leash. No person, as an animal custodian, shall cause or allow their animal to stray or wander, roam or run at large, be or remain unattended, uncontrolled or unsupervised within or upon public property.
- B. **You MUST Scoop the Poop!** No person, as an animal custodian, shall cause or allow their animal to soil, defile, defecate, or emit, excrete or deposit any waste, or otherwise commit any nuisance, upon or within public property or any private property without the permission of the owner of the property. If your pet expels waste matter on public or private property, not owned or possessed by that person, **the pet(s) solid waste** must be removed and **properly disposed** of to prevent a health and safety hazard for dog feces/pet solid waste is an environmental pollutant. FLIES consume and lay eggs in the feces/pet solid waste you neglected to pick up after your dog(s) has POOPED! These same flies come into your house spreading disease as they pause on your counter and food. To be a good neighbor and avoid being fined or a request being made by the Association for the permanent removal of your dog(s). **CLEAN UP THE POOP!**
- C. Should any animal defecate upon any personal or private property, its custodian shall immediately remove and dispose of all such feces or other solid waste by scooping and otherwise picking up all of the material and completely and securely wrapping or enclosing all of the material in a plastic bag or other portable container and depositing such bag, wrap or container in a garbage or refuse disposal receptacle or disposing of the material by some other sanitary method.

Definitions:

- i. **CUSTODIAN**: Any person which owns, possesses, keeps, boards, maintains, controls or cares for any animal for any duration, or is otherwise in charge of or responsible for an animal.
- ii. **PET SOLID WASTE**: Waste matter expelled from the bowels of the pet; excrement. "Solid waste" means feces or other waste of a solid composition or consistency, emitted from or generated by an animal
- iii. **PROPER DISPOSAL**: Placement in a designated waste receptacle, or other suitable container, and discarded in a refuse container which is regularly emptied by the municipality or some other refuse collector; or disposal into a system designed to convey domestic sewage for proper treatment and disposal.

D. The Dog **MUST NOT** be allowed to bark incessantly! No person, as an animal custodian, shall keep an animal which, by frequent howling, barking, baying, yelping or screeching, shall disturb the peace of the neighborhood and/or constitute a health hazard to the citizens of the Rittenhouse Park.

E. As a Pet Owner, **YOU ARE RESPONSIBLE** for the actions of your Pet. Rittenhouse Park Community Association will assume **NO LIABILITY** for damages or injuries caused to an individual or an individual's property as a result of your Pet.

- i. Owners of dogs and cats are **RESPONSIBLE** for cleaning up after their pets whether it be animal feces or garbage which their animal has strewn on personal property or common grounds.

Please Note: Repeated violations of the Pet Restrictions Regulation will result in a fine of \$200 and/or a formal request made by the Association for the removal of the dog(s).

Section 8.- USE OF PROPERTY

Section 13. Antennae.

Effective August 13, 2018 No radio, television or similar Tower shall be erected on any lot or attached to the exterior of any dwelling.

If you subscribe to a Satellite Dish Company your equipment must be installed on your dwelling according to the FCC rules regulating size. NO wires or equipment should be infringing on any neighbors dwellings. **ONLY 1 DISH** is permitted **PER HOME** and the affixed dish must **operable**. If the dish is not operable it must be removed at the homeowner's expense. NO dish should be installed with wires coming from the dish to different areas of the home thru the windows, doors or to other dwellings. See FCC ruling on easy accessibility to homes and installation.

ARTICLE V

BOARD OF TRUSTEES; SELECTION; TERM OF OFFICE

Section 1. Number.

The affairs of this Association shall be managed by a Board of trustees comprised of five (5) Trustees who must be Members of the Association and residents of Rittenhouse Park.

Section 2. Election.

Each year three members are elected to serve three year terms. This election takes place at the general membership meeting held each May.

Section 2a.

If the annual meeting of members date is changed during any year, the Trustees and officials then on the Board whose terms on the Board terminate thereafter, will have those terms shortened or lengthened in accordance with such change.

Section 3. Removal.

Any Trustee may be removed from the Board with or without cause by a vote of two-thirds of the Members of the Association. In the event of death, resignation or removal of a Trustee, or failure to fill by election the 3 Trustee vacancies in any one year, his successors shall be selected by the remaining Members of the Board and shall serve for the unexpired term of his predecessor and until his successor is elected and qualified.

Section 4. Compensation.

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

Section 5. Action Taken Without a Meeting.

The Board shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all Trustees. Any action so approved shall have the same effect as though taken at a meeting of the Trustees.

ARTICLE VI

MEETINGS OF TRUSTEES

Section 1. Regular Meetings

Regular meetings of the Board of Trustees shall be held within a two-week period following the annual meeting of Members, and at such other times as the Board of trustees may determine.

Section 2.

Special meetings of the Board of Trustees shall be held when called by the President of the Association and shall also be called by the Secretary of the Association upon the written request of two Trustees.

Section 3. Quorum.

A majority of the number of Trustees then in office shall constitute a quorum for the transaction of business. In the event a quorum of the trustees is not present a lesser number may adjourn the meeting to some future time. Notice of such adjourned meeting shall be given in the same manner required for any other meeting of the Board of Trustees.

Section 4. Notice of Meetings.

Notice of meeting shall be given by service upon each trustee in person, by receipt of phone call or by mailing to him at his last known address in the records of the Association at least forty – eight hours before the date designated in such notice for the meeting specifying the time and place of such meeting. At any meeting held without notice at which each Member of the Board of Trustees shall be present or with respect to which all Trustees not present shall execute a Waiver of Notice any business may be transacted which might have been transacted if the meeting has been called on notice.

ARTICLE VII

NOMINATION AND ELECTION OF TRUSTEES

Section 1. Nomination.

Every nomination for election to the Board of Trustees must be made in writing signed by at least three Members or Members holding at least three votes and accepted in writing by the person nominated. Such nominations must be received by the Secretary of the Association at least eleven days prior to the meeting at which the election is to be held. The Secretary shall prepare and send to every member seven days before the meeting a list of the nominees. Nominations may not be made on any other manner other than the foregoing.

Section 2. Election.

Election to the Board of Trustees shall be by written ballot. At such election members may cast in respect of each vacancy as many votes as they are entitled to exercise under the provisions of the Declarations. Those members unable to attend said meeting may vote by absentee ballot filed with the Secretary of the Association. Absentee ballots may be secured at the Association office during normal office hours for a period of seven working days prior to and including the

day of the meeting. Proxies shall not be recognized for the election of Trustees. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

Section 3. Notice of Election.

Written notice of the election of Trustees shall be given by the Secretary, by mailing such notice, postage prepaid, not more than forty-five (45) no less than thirty (30) days before such election to each member entitled to vote in said election. The said notice shall include but not be limited to the following items. Number of Trustees to be elected and length of term, instructions pertaining to the nominating procedure and instructions on the absentee ballot procedure. The second notice shall not be more than five (5) or less than three (3) days before such election.

ARTICLE VIII

POWERS AND DUTIES

Section 1. Powers.

The Board of Trustees shall have power to:

- (a) adopt and publish rules and regulations governing the use of the Common Areas and facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;
- (b) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration: and
- (c) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties.

It shall be the duty of the Board of Trustees to:

- (a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members or at any special meeting, when such statement is requested in writing by one-fourth of the Class A Members who are entitled to vote;
- (b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- (c) to establish, levy and assess, and collect the assessments or charges referred to in Article V of the Declaration;
- (d) to issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If the certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- (e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

- (f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate.
- (g) Cause the Common Areas to be maintained; and
- (h) Cause the Lots to be maintained pursuant to Article VIII of the Declaration

ARTICLE IX

COMMITTEES

Section 1.

The Association may appoint an Architectural Control Committee, as provided in the Declaration. In addition, the Board of Trustees shall appoint other committees as deemed appropriate in carrying out its purposes.

Section 2.

It shall be the duty of each committee to receive complaints from Members on any matter involving Association functions, duties, and activities within its field of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such other committee, trustee or officer of the Association as it further concerned with the matter presented.

Section 3.

Any Committee decision involving the spending of funds not previously approved by the Board, the hiring or firing of personnel, or the possible institution of Civil or criminal proceeding involving the Association shall be approved at the Board of Trustees meeting with a quorum to transact business. Any resident aggrieved by a decision of a board Committee will be informed that he may request a full de novo hearing before a quorum of the Board of Trustees within 20 days of such request.

Section 4.

Alternative Dispute Resolution Committee (Effective August 13, 2018)

- a. **Designation.** The Board may establish and Alternative Dispute Resolution Committee (“ADR Committee”), consisting of a chairman and two or more members, none of whom may be a member of the Board or an employee of the Association. The ADR Committee shall serve for periods of one (1) year periods from appointment.
- b. **Power.** The ADR Committee shall have power to appoint a subcommittee from among its members and may delegate to any such subcommittee any of its powers, duties and functions.
- c. **Authority.** It shall be the duty of the ADR Committee to attempt to resolve complaints from Members of the Association on any matter involving alleged violations of any rules or regulation or other obligations of the members set forth in the Home Owner Association Documents. Its authority does not extend to the governance of the Association, except to the extent that the Board may delegate such authority.

Alternative Dispute Resolution Procedure.

a. **Authority.** In addition to the medication authority granted to it herein, the ADR Committee shall have such additional duties, power and authority as the Board may from time to time provide by resolution. This shall include the right to resolve disputes arising under and to enforce the provisions of the Home Owners Association Documents including the right to (i) impose temporary cease and desist orders and (ii) levy reasonable fines. The ADR Committee shall carry out its duties and exercise its powers and authority in the manner provided for in these By-Laws. Despite the foregoing, no action may be taken by the ADR Committee without giving the affected Owner(s) involved at least ten (10) days prior written notice and affording the Owner an opportunity to be heard, with or without counsel, with respect to the violation (s) asserted.

Further, any Owner who is directly affected and aggrieved by any decision of the ADR Committee shall have the right to appeal such decision to a court of competent jurisdiction. Any dispute between or among Owners with the Association may first be submitted to the ADR Committee for mediation or non-binding arbitration before any litigation is commenced with respect to the dispute in question, all as contemplated by N.J.S. 45:22A-44 (c). If there is not an appeal to a court of competent jurisdiction, or if the parties do not agree to binding arbitration, within forty-five (45) days of the decision by the ADR Committee, the decision of the ADR Committee shall be binding on all parties and shall have full force and effect as a final judgement under the laws of the State of New Jersey.

The expenses for mediation or non-binding arbitration are Common Expensed of the Association. However, if the parties agree to binding arbitration, then the expenses are shared equally between the Owner and the Association unless the arbitrator determines otherwise. Moreover, nothing herein shall prevent the Association from charging a reasonable application fee to any party who requests mediation or arbitration.

b. **Mediation Alternative.** At any time before or after the commencement of any court appeal or binding arbitration procedure pursuant to this Article XI, any party to the dispute, or the ADR Committee on its own motion, may request mediation of the dispute, or the ADR Committee on its own motion, may request mediation of the dispute by an impartial mediator appointed by the ADR Committee in order to attempt to settle the dispute in good faith. Such mediator may be a member of the ADR Committee, its counsel or any other qualified mediator. Any such mediation shall be concluded within fifteen (15) days after such request, unless extended by the mediator for good caused. In the event that no settlement is reached within said fifteen (15) day period or any extension thereof, all relevant time periods in the hearing process shall be extended for fifteen (15) days plus any extension period (s).

ARTICLE X

MEETING OF MEMBERS

Section 1. Annual Meeting.

The annual meeting of the Members shall be held during the third week of May of each year at 8 p.m. at a place designated by the Board of Trustees. If the day for the annual meeting of

Members shall fall upon a holiday, the meeting shall be held on the first day following which is not a holiday.

Section 2. Special Meetings.

Special meetings of the Members may be called at any time by the President of the Association or by the Board of Trustees or upon the written request of the Members who are entitled to vote one-third of all the votes of the entire membership or who are entitled to vote one-third of the class A membership.

Section 3. Notice of Meetings.

Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call a meeting, by mailing a copy of such notice, postage prepaid, at least fifteen days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum.

The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, one-tenth of the votes shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjoin the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies.

At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot. Proxies shall not be valid for election of Trustees.

ARTICLE XI

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers.

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

Section 2. Election of Officers.

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

Section 3. Term.

The officers of this Association shall be elected annually by the Board and each shall hold office for one year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve, or until his successors is elected and qualified.

Section 4. Special Appointments.

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

Section 5. Resignation and Removal.

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

Section 6. Vacancies.

A vacancy in any office may be filled in the manner prescribed for regular election. The officer elected to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Compensation.

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

Section 8. Multiple Offices.

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

Section 9. Duties.

The duties of the officers are as follows:

President

- (a) The President shall preside at all meetings of the Board of Trustees; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Vice President

- (b) The Vice President shall act in the place and stead of the President in the event of his absence, inability, or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

- (c) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

- (d) The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Trustees; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Members.

ARTICLE XII

ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments.

The creation of the lien and personal obligation of assessments is governed by Article V, Section 1, of the Declaration.

Section 2. Purpose of Assessments.

The purpose of assessments is as specified in Article V, Section 2, of the Declaration.

Section 3. Basis and Maximum of Annual Assessments.

The basis and maximum of annual assessments is as specified in Article V, Section 3, of the Declaration.

Section 4. Uniform Rate.

Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 5. Special Assessments for Capital Improvements.

Special assessments for capital improvements are as specified in Article V, Section 4, of the Declaration.

Section 5a.

NEW OWNER CAPITAL CONTRIBUTION FEE

Effective after August 13, 2018 any individual or investment group making a purchase within the Rittenhouse Park Community shall make an initial capital contribution to the Rittenhouse Park Community Association in the amount of \$500.00. The Member may, but shall not be required to, make Capital Contributions in the future.

Pursuant to Article 5, Section 4 Titled Special Assessments for Capital Improvements. Rittenhouse Park Community Association reserves the right to collect a capital contribution upon the initial sale or subsequent resale of any unit in Rittenhouse Park. The funds collected will be allocated for maintaining or improving the Rittenhouse Park Community Association common elements or to defray common expenses.

The Condominium Act Section 718.115(1)(a) provides that “common expenses include the expenses of the operation, maintenance, repair, replacement, or protection of the common elements and association property, costs of carrying out the powers and duties of the association, and any other expense, whether or not included in the foregoing, designated as common expense by this chapter, the declaration, the documents creating the association, or the bylaws.”

Section 6. Change in Maximum of Annual Assessments.

The change in maximum of annual assessments shall be provided for in Article V, Section 5, of the Declaration.

Section 7. Quorum for Any Action Authorized Under Section 5 and 6.

The quorum called for action authorized under Sections 5 and 6 of this Article shall be determined in Article V, Section 6, of the Declaration.

Section 8. Date of Commencement of Annual Assessments: Due Dates.

The dates of commencement of annual assessments are as specified in Article V, Section 7, of the Declaration, of the Declaration.

Section 9. Effect of Non-Payment of Assessments: Remedies of the Association.

The effect of non-payment of assessments and the remedies of the Association shall be as specified in Article V, Section 9, of the Declaration.

Section 10. Subordination of the Lien to Mortgages.

The lien of the assessments provided for herein shall be subordinated pursuant to the provisions of Article V, Section 10, of the Declaration.

Section 11. Exempt Property.

Property exempt from the assessments created in the Declaration shall be those properties specified in Article V, Section 11, of the Declaration.

TORT LIABILITY

Effective August 13, 2018 Condominiums Statute N.J.S.A. 2A:62A-12 allows condominiums and cooperatives to include in their by-laws a provision shielding the association from liability to unit owners for injuries sustained in common areas.

N.J.S.A. 2A:62A-13 allows a condominium and cooperative association to restrict, through its by-laws, its premises liability to unit owners for bodily injury. After the adoption of such a by-law, a unit owner can only recover tort damages for bodily injury from the association where “willful, wanton or grossly negligent act[s] of commission or omission” are proven.

In accordance with N.J.S.A. 2A:62A-13, Rittenhouse Park Community Association will not be liable in any civil action brought by or on behalf of an Owner to respond to damages as a result of bodily injury to the Owner occurring on the Association's Common Property. Nothing in this grant of immunity from liability shall be deemed to grant immunity if Rittenhouse Park Community Association causes bodily injury to the Owner on the premises by its willful, wanton or grossly negligent act of commission or omission.

ARTICLE XIII

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XIV

CORPORATE SEAL

The Seal of the Association shall be as follows:

ARTICLE XV

AMENDMENTS

The By-Laws may be amended by the Board of trustees as to Article V and XV by an affirmative vote of all five (5) members of the Board; all other By-Laws may be amended by a vote of four (4) members of the Board provided that those provisions of these By-Laws which are governed by the Certificate of Incorporation of this Association may not be amended except as provided in the Certificate on Incorporation or applicable law; and provided further that any matter stated herein to be or which is in fact governed by the Declaration applicable to the Properties may not be amended except as provided in such Declaration. The Federal Housing Administration or the

Veterans Administration shall have the right to veto amendments to these By-Laws while there is Class B membership.

ARTICLE XVI

FISCAL YEAR

The fiscal year of the Association shall begin on the first day of January and end on the thirty-first (31st) day of December of every year.

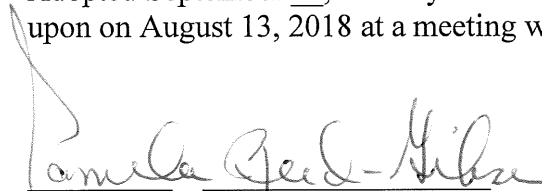
ARTICLE XVII

CONSTRUCTION

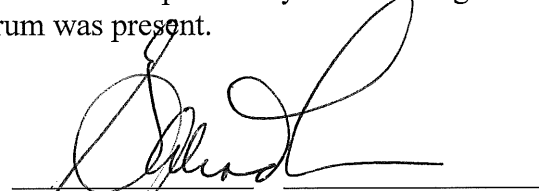
Section 1. In the case of any conflict between the Certificate of Incorporation and these By-Laws, the Certificate shall control and in case of any conflict between the Declaration applicable to the Properties and these By-Laws, the said Declaration shall control.

Section 2. Roberts Rules of Order, Revised, shall govern all deliberations of this Association and its Board of Trustees, except as otherwise provided in these By-Laws, in the Certificate of Incorporation or in the Declaration.

Adopted September __, 2018 by the Board of Trustees that was previously voted and agreed upon on August 13, 2018 at a meeting where a quorum was present.


Secretary

Pamela Reed-Gibson


President

Salina Nichols

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ARCHITECTURAL STANDARDS
FOR
RITTENHOUSE PARK COMMUNITY ASSOCIATION

GENERAL:

It was the intention of the Developer of Rittenhouse Park (as stated in the Covenants of the Association) to preserve the original concept of an architectural planned community. In order to protect the integrity of that original, planned design, the Covenants make architectural control a fundamental duty of the Board of Trustees, and the By-Laws specifically mandate the Board to appoint an Architectural Control Committee to facilitate the implementation of that duty.

These guidelines are intended not to stifle the imagination and creative desires of some members, but rather to assure all members that protective restrictions are in effect which will maintain the appearance and value of their property.

Because the Covenants require that the ultimate criteria for judging any architectural change in Rittenhouse Park must be the overall harmony and conformity of the community, the only fair and objective norm to use in judging a specific change in Rittenhouse Park is whether or not the change substantially alters the original design for the specific model home as built by the Developer. This shall apply whether the change involves simple protective maintenance or changes in the structure, materials, additions, etc. This will be the norm used by the Board and its Architectural Control Committee.

REPAINTING:

Repainting the exterior of any building or structure must be in a color or combination of colors found in a current paint color chart of "Colonial Colors" of a paint company.

Changes in color from that used by the original developer must be approved by the Board of Trustees of the Association, or by an architectural committee appointed by the Board, so that the new colors will be in harmony with surrounding buildings.

A book of recommended "colonial Color" charts will be kept on file at the Rittenhouse Park Association office. These will be from most companies available to us. They are there for the use of the residents. You may submit your own Colonial Color chart for approval of the Board.

BRICK EXTERIORS:

Brick exteriors may not be painted or covered with any other material.

WOOD PORCH POSTS:

The wood posts installed by the original developer may be replaced only with posts of the like size, shape and materials.

CHIMNEYS:

Any chimney erected on an exterior wall of a building shall be constructed from grade level and must be brick. The brick shall conform to the brick used in that building.

Any chimney that projects through the roof shall be simulated white brick and shall conform to chimney installed by original developer.

Exposed metal flue or stack, paint or unpainted, is not acceptable.

SHUTTERS:

Shutters must be replaced in any durable material and must conform in size and design to those installed by original developer. Shutters must be retained on a building where they had been installed by the original developer.

WOOD CEDAR SHAKES: (Chatham, Fairmont, Berkeley, Arlington)

1. May be replaced with the same size, design and material as was used by the original developer.
2. May be replaced with architecturally similar simulated shakes or durable material such as vinyl, coated aluminum, steel, or composition wood.
3. May be replaced with embossed coated aluminum, steel or composition wood horizontal siding not less than 8" to the weather.

PRESSBOARD HORIZONTAL SIDING: (Glenville & Dorchester)

May be replaced with smooth or embossed coated aluminum, steel, or composition wood horizontal siding not less than 6" to the weather.

ASBESTOS SIDING: (rear of all models)

1. May be replaced with the same size, design and material as used by the original developer.
2. May be replaced with smooth or embossed coated aluminum, steel, or composition wood horizontal siding not less than 8" to the weather.

DUTCH GAMBREL / MANSARD ROOF: (Chatham)

The material used on the front of the second floor in the Chatham must be the same material and color as used on the main roof of the building.

Rittenhouse Park Community Association will adopt the Township of Willingboro Code Chapter **272 PROPERTY MAINTENANCE § 272-9. Duties and responsibilities of owner and operator** to ensure the exterior of the property is maintained.

Maintenance of the front and back exterior of premises. The exterior of the front and back of the premises and all structures thereon shall be kept free of all nuisances and any hazards to the safety of occupants, pedestrians and other persons utilizing the premises and free of insanitary conditions, and any of the foregoing shall be promptly removed and abated by the owner or operator. It shall be the duty of the owner or operator to keep the premises free of hazards, which include but are not limited to the enumerations and provisions in the following subsections:

(1) Refuse: brush, weeds, broken glass, stumps, roots, obnoxious growths, filth, garbage, trash, refuse and debris.

(2) Natural growth: dead and dying trees and limbs or other natural growth which, by reason of rotting or deteriorating conditions or storm damage, constitute a hazard to persons in the vicinity thereof. Trees shall be kept pruned and trimmed to prevent those conditions.

(3) Overhangings: loose and overhanging objects and accumulations of ice and snow which, by reason of location above ground level, constitute a danger of falling on persons in the vicinity thereof. Further, all vegetative growth which is or would normally grow to a height greater than 18 inches shall not be permitted by the owner or operator of the premises to be planted within 18 inches or to grow within six inches of an imaginary line extending vertically for 78 inches from the border of any paved sidewalk or, where there is no sidewalk or street, within an area of 78 inches as measured vertically from the surface of the sidewalk or street.

(4) Ground surface hazards of insanitary conditions: holes; excavations; breaks; projections; obstructions; icy conditions; uncleared snow; and excretion of pets and other animals on paths, walks, driveways, parking lots and parking areas, and other parts of the premises which are accessible to and used by persons on the premises. All holes and excavations shall be filled and repaired, walks and steps replaced and other conditions removed where necessary to eliminate hazards or insanitary conditions with reasonable dispatch upon their discovery.

(5) Recurring accumulations of stormwater. Adequate runoff drains shall be provided and maintained in accordance with the ordinances of the Township of Willingboro to eliminate any recurrent or excessive accumulation of stormwater.

(6) Sources of infestation. Every owner and operator shall be responsible for the elimination of infestation in and on the premises subject to the owner's and operator's control.

(7) Foundation walls. Foundation walls shall be kept structurally sound, free from defects and damage and capable of bearing imposed loads safely.

(8) Chimneys and all flue and vent attachments thereto. Chimneys and all flue and vent attachments thereto shall be maintained structurally sound, free from defects, and so maintained as to capably perform at all times the functions for which they were designed. Chimneys, flues, gas vents or other draft-producing equipment shall provide sufficient draft to develop the rated output of the connected equipment and shall be structurally safe, durable, smoketight, and capable of withstanding the action of flue gases.

(9) Exterior raised porches, landings, balconies, stairs and fire escapes. Exterior raised porches, landings, balconies, stairs and fire escapes shall be provided with banisters or railings properly designed and maintained to minimize the hazard of falling, and the same shall be kept structurally sound, in good repair, and free from defects.

(10) Appearance of exterior of premises and structures. The exterior of the premises, the exterior of structures, and the condition of accessory structures shall be maintained so that the appearance of the premises and all buildings thereon shall reflect a level of maintenance in keeping with the standards of that particular area and so that the appearance of the premises and structures shall not constitute a depressing factor for adjoining property owners nor an element leading to the progressive deterioration and downgrading of the particular area with the accompanying diminution of property values.

(11) Storage of commercial and industrial material. There shall not be stored or used at a location visible from the sidewalk, street or other public areas equipment and materials relating to commercial or industrial uses unless permitted under Chapter **370**, Zoning, for the premises.

(12) Landscaping. The landscaping of premises shall be maintained in an orderly state with lawns and bushes trimmed and free from becoming overgrown, littered and unsightly where that would constitute a blighting effect, depreciating any adjoining and nearby property. Open areas shall be graded evenly to eliminate holes, depressions, gullies, mounds, accumulations of debris or other unsightly or unsafe conditions.

(13) Reconstruction of walls and sidings. All reconstruction of walls and sidings shall be of standard quality and appearance commensurate with the character of the properties in the same block and on both sides of the street on which the premises front, so that the materials used will not be of a kind that, by their appearance, under prevailing appraisal practices and standards, will depreciate the value of neighboring and adjoining premises as stated.

(14) General maintenance of all structures and accessory structures. The exterior of every structure or accessory structure (including fences) shall be maintained in good repair, and all surfaces thereof shall be kept painted or whitewashed where necessary for purposes of preservation and appearance. The same shall be maintained free of broken glass, loose shingles, crumbling stone or brick or excessive peeling paint, to the end that the property itself may be preserved, safety and fire hazards eliminated and adjoining properties and the neighborhood protected from blighting influences.

(15) Front yard parking. No person shall park, stop or stand any motor vehicle or permit or suffer the same to be done in any yard area of any premises, except on driveway and parking areas, constructed and maintained in accordance with the provisions of § **370-76** of the Code of the Township of Willingboro.

(16) Awnings and marquees. Any awning or marquee and its accompanying structural members which extends over any street, sidewalk or other portion of the premises shall be maintained in good repair and shall not constitute a nuisance or a safety hazard. In the event the awnings or marquees are not properly maintained in accordance with the foregoing, they shall, together with their supporting members, be removed forthwith. In the event awnings or marquees are made of cloth, plastic or of similar materials, the cloth or plastic, where exposed to public view, shall be maintained in good condition and shall not show evidence of excessive weathering, discoloration, ripping, tearing, or other holes. Nothing herein shall be construed to authorize any encroachment on streets, sidewalks, or other parts of the public domain.

(17) Structural soundness and general maintenance, exterior. Every structure and accessory structure and every part thereof shall be kept structurally sound and in a state of good repair and free from defects.

(18) Exterior walls, sidings and roofs. Exterior walls, sidings and roofs shall be kept structurally sound, in good repair and free from defects.

(19) Painting and other protective coating. All exposed surfaces susceptible to decay shall be kept at all times painted or otherwise provided with a protective coating sufficient to prevent deterioration.

(20) Weathertightness and watertightness. Every structure shall be so maintained as to be weathertight and watertight.

(21) Exterior walls, roofs, etc. Exterior walls, roofs, windows, window frames, doors, door frames, foundations and other parts of the structure shall be so maintained as to keep water from entering the structure and to prevent excessive drafts. Damaged materials must be repaired or replaced promptly; places showing signs of rot, leakage, deterioration or corrosion are to be restored and protected against weathering or seepage.

(23) Freedom of infestation. All parts of the premises shall be maintained so as to prevent infestation.

(24) General sanitation and safety. All parts of the structure shall be kept in a clean and sanitary condition, free of nuisances and free from health, safety and fire hazards.

(25) Freedom of accumulations and obstructions. No accumulation or obstruction from garbage, refuse or rubbish shall be permitted on stairways, areaways, balconies, porches, hallways, basements or cellars, except that garbage stored in proper containers may be set out for removal.

(26) Maintenance of property in accordance with approved site plan. Any property which has been the subject of a site plan review and approval shall be maintained and operated in accordance with the approved site plan, specifically including the parking and landscaping as provided on the approved site plan. In the event that any of the landscaping shall die, it shall be replaced not later than the next growing season. The replacement landscaping shall be of the same type as designated on the approved site plan and shall be of a size substantially the same as the surrounding landscaping.

DOORS, WOOD TRIM, SHUTTERS, OTHER HOUSE TRIM AND SOFFIT AND FASCIA that are not covered by aluminum or vinyl must be painted and kept in good repair. There must be no peeling or missing paint.

GUTTERS should be cleaned periodically both inside and outside to facilitate drainage and good appearance.

ROOF - replace missing shingles as required. Replace or reroof when necessary estimate 15 – 20 years. **Township Permit is REQUIRED!**

SIDING - replace missing or damaged siding. Siding must be clean and mold free.

TREES AND SHRUBS must be kept neatly trimmed.

Rittenhouse Park Community Association will adopt the Township of Willingboro Chapter 272 Property Maintenance, ARTICLE 1 – Removal of Brush, Debris and Other Impediments: 272-1 Duties of owners and tenants, 272-2 Notice of removal and charges and 272-3. Failure to comply to ensure proper upkeep of trees and shrubbery located on the property. Rittenhouse Park Community Association will issue a citation, if noncompliance of the issued citation, the homeowner / resident will be reported to the Department of Public Works Inspection Department for said violation.

Chapter 272. Property Maintenance - Article I. Removal of Brush, Debris and Other Impediments [Derived from Sec. 3-6 of the 2003 Revised General Ordinances]

§ 272-1. Duties of owners and tenants.

The owner or tenant of lands lying within 300 feet of any dwelling house or other structure upon lands lying within the corporate limits of the Township of Willingboro is required to remove or cause to be removed from such lands any brush, weeds, dead and dying trees, stumps, roots, obnoxious growths, filth, garbage, trash and debris, within five days after receipt by such owner or tenant of written notice from the Department of Inspections of the Township.

§ 272-2. Notice of removal and charges.

Notice to the owner or tenant to cause the removal of the substances referred to in § **272-1** may be served upon any such owner or tenant, either personally or by certified mail at the address to which tax bills are sent, and if by the latter method, the five-day period

within which such removal shall be accomplished shall be deemed to have commenced to run from the date of the return receipt of such certified notice. Every such notice shall, in addition to requiring the removal, warn the owner or tenant of the lands to which such notice refers that failure to accomplish such removal within the time stated therein will result in removal by or under the direction of the Director of Public Works of the Township, and the cost of such removal shall be charged to the owner or tenant of such lands and shall be payable to the Township forthwith after the date of submission of the charges. Unless such charges are paid forthwith, the costs shall become a lien upon the lands and shall be collected as provided by N.J.S.A. 40:48-2.14 and enforced by the same officers and in the same manner as taxes.

§ 272-3. Failure to comply; costs.

Whenever the owner or tenant of such lands within the Township, receiving the notice provided for by § **272-2** to remove from such lands any of the substances hereinbefore mentioned, shall fail and neglect within the time prescribed in the notice to effect removal of such substances, such removal shall be accomplished by or under the direction of the Director of Public Works. An accurate record of the cost of such removal to the Township shall be determined by the Director of Public Works, who shall certify the cost thereof to the Township Manager, who shall examine the certificate and, if found correct, shall cause the cost as shown thereon to be charged against the lands. Such costs are in addition to any other penalties provided for violations of this article.

The landscaping of the property shall be maintained in an orderly state, with bushes trimmed and free from becoming overgrown, littered and unsightly where that would constitute a blighting effect, depreciating adjoining and nearby property. If you planted it or if it was in existence when you purchased the property, it is **YOUR** (owners and tenants) **RESPONSIBILITY** to **MAINTAIN** it. Any brush, weeds, dead and dying trees, stumps, roots, or obnoxious growths **MUST** be removed within 5 days after receipt of the citation.

SHRUBBERY adjacent to the sidewalk must be trimmed so it will not overhang the sidewalk. Tree branches that overhang the sidewalk must be trimmed to avoid injury and promote safe passage.

REGULATIONS CONCERNING REFUSE COLLECTION

1. All ordinary garbage and refuse is to be placed securely in metal or plastic containers and placed behind the fence and put out the night before trash (Monday and Thursday) is to be picked up. Boxes will not be picked up behind the fence. Containers must be placed back inside the fence by sundown of collection day.
2. Residents may put out their household bulk items on their respective second collection day of each week with the normal household trash except as follows:

New Year's Day
Thanksgiving Day

Good Friday
Labor Day

Memorial Day
Christmas.

3. All items must be disassembled and tied into bundles except in cases where disassembly is not practical; such as sofa, mattress, springs, etc. Such bundled items should not exceed more than 3ft. x 3ft. x 3ft. so as not to jam the conveyor.
4. Appliances and hot water heaters must be phoned in to the collection company that they may schedule a special collection for these items. (There will be no charge for this pick up service)
5. Residents are advised that the contractor is not responsible for the removal of cars, parts of automotive equipment, tree stumps building materials, fences, demolition material, stones or dirt.
6. All bulk material must be placed at the curb of your court or even better, at the curb of Rittenhouse Park's main thoroughfares: Rittenhouse Dr., Rockland Dr., and Raeburn Lane or Pine Street. This is where boxes should be placed. Residents are urged to keep all usable play equipment away from the bulk material. The collectors cannot be asked to distinguish between usable play equipment and equipment that the residents may wish to be discarded. Residents can help clarify that certain play equipment is, in fact, not operational and is to be taken by removing wheels or otherwise partially disassembling such play equipment. Do not place trash on the curb after your garbage has been collected. It will not be picked up and will ruin the neighborhood.
7. Residents may still take bulk material directly to the Landfill in Cinnaminson. This may be reached by taking the first right hand turn off Route 130 (Union-Landing Road) one block past the intersection where the Hopkins-Rapp Pontiac Agency is located and proceeding for approximately one mile. Residents should bring proof of their Willingboro residence, such as a driver's license. The Landfill is normally open as follows: 7:00 to 4:00 weekdays, 7:00 to 2:00 Saturday.

NOTES:

1. The colors used in the materials that are to replace the original wood cedar shakes, asbestos siding, and pressboard horizontal siding must conform, as far as possible, to a current paint color chart of "Colonial Colors" of a paint company.
2. Horizontal siding 4" to the weather (I.E. double four) is not acceptable.

GENERAL INSPECTIONS:

It shall be the responsibility of the Architectural Control Committee to conduct a general inspection of the community at least once during the Spring of each year and to report back to the Board the general status of the community as well as those buildings, fences, walls or other structures which are in a state of disrepair or are believed to be in violation of any Covenants or Township Ordinances. The owners of the buildings, etc. so involved shall be notified in writing

by the Board and shall be given a reasonable time (not to exceed three months) to effect the repairs, etc., or to remove or change those items that are in violation. Owners who do not effect repairs within the designated time period shall then be reported to the Township of Willingboro as being in violation of Township ordinances and prosecution by the Township shall be requested. Owners who do not correct violations of the Covenants or By-Laws within the designated time period, will then be subject to prosecution by the Board.

This set of standards has been compiled and is respectfully resubmitted by,

THE BOARD OF DIRECTORS

8113 2018