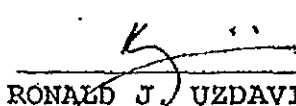


DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR
HIDDEN MEADOW HOMEOWNERS ASSOCIATION

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**DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
HIDDEN MEADOW HOMEOWNERS ASSOCIATION**

THIS DECLARATION, made on this 13th day of March, 2006, by HERITAGE -- CARNEYS POINT, L.P., a New Jersey Limited Partnership, T/A HIDDEN MEADOW, having an office at 2500 York Road, Jamison, PA, 18929, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, the Carneys Point Township Planning Board (the "Board") has given final major subdivision approval via Resolution No. 2004-15 of such Board (the "Approval") to subdivide Block 51, Lot 1 on the Carneys Point Township (Salem County) New Jersey Tax Map collectively consisting of +/- 20.2 acres located in Carneys Point Township. An additional, contiguous +/- 2.6 acres are located in the Borough of Penns Grove (the "Premises") and known as Block 32, Lot 1 and Block 34, Lot 6 on the Tax Map of the Borough of Penns Grove which received final major subdivision approval from the Planning Board of the Borough of Penns Grove via Resolution No. 04-6-1; and

WHEREAS, Declarant intends to construct forty (40) single family detached homes, thirty-six (36) in Carneys Point Township and four (4) in Penns Grove Borough, and two (2) lots which contain stormwater drainage detention facilities and landscape buffers which will become the property of HIDDEN MEADOW HOMEOWNERS ASSOCIATION, INC., a homeowners association to be established for the Hidden Meadow subdivision (the "Common Areas"); and

WHEREAS, Declarant is the Owner of that portion of the Premises which is described on Schedule A attached hereto and made a part hereof consisting of forty (40) building lots and the Common Areas encompassed in the Approval;

WHEREAS, it is Declarant's intention to file a final subdivision map in the Salem County Clerk's office pursuant to NJSA 46:23-9.9 (the "Final Map") as to the land described in Schedule A in order to lawfully establish all of the building lots and the Common Areas to be constituted therefrom pursuant to the Approval; and

WHEREAS, Declarant, for itself, its successors and assigns, is desirous of providing for the preservation and maintenance of the Common Areas and, to this end, desires to subject those certain forty (40) building lots (individually a "Lot" and collectively "Lots") and the Common Areas to be established from among the land described in Schedule A to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are hereby declared to be for the benefit of the Lots and Common Areas created from among the land described in Schedule A and every Owner (hereinafter defined) of any and all portions thereof; and

WHEREAS, Declarant has deemed it advisable to create an entity to which shall be delegated and assigned the power and authority to maintain and administer the Common Areas, to administer and enforce the covenants related to the real estate as described in Schedule A and to collect and disburse all assessments and charges necessary for such maintenance, administration, and enforcement thereof, all as hereinafter provided; and

WHEREAS, Declarant has caused or will cause to be incorporated under the laws of the State of New Jersey, a non profit corporation known or to be known and designated as "HIDDEN MEADOW HOMEOWNERS ASSOCIATION, INC." as the entity to perform the functions aforesaid (the

"Association") and copies of the Articles of Incorporation and By Laws of which Association are attached hereto and made a part hereof as Schedule B and Schedule C respectively.

NOW, THEREFORE, Declarant declares that the real estate hereinafter described in Schedule A is and shall be held, transferred, sold, conveyed, leased, occupied and used subject to the covenants, restrictions, conditions, easements, charges, assessments, obligations and liens hereinafter set forth in this Declaration, all of which are to run with the land described in Schedule A for the term of this Declaration.

ARTICLE I DEFINITIONS

Section 1. "ANNUAL ASSESSMENT" shall mean and refer to those fees or charges levied by the Association upon the Owner of each Lot for the purpose of adequately meeting expenses for the maintenance of the Common Areas within the jurisdiction of the Association and for the promotion and maintenance of the recreation, health, safety and welfare of the residents of the Lots.

Section 2. "ARTICLES OF INCORPORATION" shall mean and refer to the Articles of Incorporation of HIDDEN MEADOW HOMEOWNERS ASSOCIATION, INC., a copy of which is attached as Schedule B

Section 3. "ASSOCIATION" shall mean and refer to HIDDEN MEADOW HOMEOWNERS ASSOCIATION, INC., its successors and assigns (hereinafter referred to sometimes as "Association").

Section 4. "BOARD OF TRUSTEES" shall mean and refer to the Board of Trustees of the Association.

Section 5. "BY LAWS" shall mean and refer to the By Laws of the Association, a copy of which is attached hereto and made a part hereof as Schedule C.

Section 6. "COMMON AREAS" shall mean that real property owned or to be owned by the Association in fee comprising the common open spaces (including detention basins) in "HIDDEN MEADOW," consisting of Block 32, Lot 1 in Pennsgrove, and Block 51.01, Lot 1 and Block 51.05, Lot 16 in Carneys Point, as shown on the Final Map (defined more specifically below).

Section 7. "DECLARANT" shall mean and refer to Heritage – Carneys Point, L.P. its successors and assigns.

Section 8. "DECLARATION" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions.

Section 9. "FINAL MAP" shall mean and refer to the final subdivision map to be filed in the Salem County Clerk's Office pursuant to NJSA 46:23-9.9 whereby the forty (40) Lots and the two (2) lots containing the Common Areas from among the real estate described in Schedule A shall be established in law.

Section 10. "LOT" shall mean and refer to each of forty (40) individual building lots or plots of land developed or intended to be developed with a single family detached dwelling as shown on the Final Map to be filed in the Salem County Clerk's Office.

Section 11. "MEMBER" shall mean and refer to all those Owners who are members of the Association as hereinafter provided.

Section 12. "OWNER" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, situate within the property described in Schedule A, but excluding those having such interest merely as security for the performance of an obligation.

Section 13. "PROPERTY" shall mean and refer to that certain real property of the Association within the jurisdiction of the Association, as is set forth herein and in the By Laws of the Association.

Section 14. "SPECIAL ASSESSMENTS" shall mean and refer to those fees or charges levied by the Association upon the Owner of each lot for the purpose of capital improvements.

ARTICLE II PROPERTY SUBJECT TO THIS DECLARATION

All real estate within the Areas described in Schedule A, including the Common Areas and Lots to be established from among the lands described in Schedule A, shall be and are held, transferred, sold, conveyed, leased and occupied subject to this Declaration.

ARTICLE III PROPERTY RIGHTS

Section 1. OWNERS EASEMENTS OF ENJOYMENT. Every Owner shall have a right and easement of enjoyment in and to the Common Areas described herein, which shall be appurtenant to and shall pass with the title to every Lot, which rights shall be subject to the following provisions:

- (a) The right of the Declarant, its successors and assigns to convey, dedicate, grant or transfer all or any portion of the Common Areas pursuant to the applicable requirements of any final major or other subdivision approval granted by the Board and incorporated in the conditions of any Resolution memorializing said subdivision approval granted by the Board.
- (b) The right of the Declarant and/or Association to dedicate, grant, reserve or transfer all or any part of the Common Areas via easement(s) or in fee to any public agency, authority or utility for such purposes, including but not limited to the purposes of installing, maintaining, repairing, replacing and inspecting all appurtenances for storm water drainage with the right(s) of the grantee(s) to have access over and across such portions of the Common Areas which are consistent with the full exercise of such grants;
- (c) The right of the Association to borrow money for the purpose of improving the Common Areas and, in aid thereof, to mortgage its Property;
- (d) The right of the Association to take such steps as are reasonably necessary to protect its Property against foreclosure;
- (e) The right of the Association to co venture or cooperate or otherwise contract with other associations for maintenance of the Common Areas and any facilities therein.

Section 2. DELEGATION OF USE. Any Owner may delegate, in accordance with the By Laws, his right to enjoyment of the Common Areas to members of his family, his tenants, or contract purchasers who reside on the Lot.

Section 3. TITLE TO COMMON AREAS. Declarant shall retain legal title to the Common Areas (in fee or via easement, as applicable) until such time as it has completed any required improvements thereon and same have been inspected and approved by the Carneys Point Township Engineer and Penns Grove Borough Engineer, as applicable. In addition, the Declarant shall not convey title to the Common Areas prior to the settlement of the twenty-fourth (24) lot from among the real estate described in Schedule "A", which conveyance shall be free of the lien of any mortgage or other encumbrance.

Section 4. EXTENT OF EASEMENTS OF ENJOYMENT. The rights and easements of enjoyment created hereby shall be subject to the following:

- (a) The right of the Declarant and of the Association, in accordance with its Articles and By Laws, to borrow money for the purpose of improving the Common Areas, and in aid thereof to mortgage said Common Areas.
- (b) The right of the Association to take such steps as are reasonably necessary to protect the above described Common Areas against foreclosure.
- (c) The right of the Association, as provided in the By Laws, to promulgate rules and regulations for the use and the enjoyment of the Common Areas or to suspend the enjoyment and voting rights of any Member for any period during which any Annual Assessments or Special Assessments (referred to as "Assessments" when used collectively) remain unpaid, or for any period during which any infraction of its published rules and regulations continues, it being understood that any suspension for either non payment of any Assessments or a breach of the rules and regulations of the Association shall not constitute a waiver or discharge of the Member's obligation to pay the Assessments; and
- (d) The Association shall not dispose of any part of the Common Areas, by sale or otherwise, except to an organization conceived and established to own and maintain the Common Areas for the benefit of the Lots as set forth in Article VI, Section 4 below. Such dedication or transfer shall not become effective unless such dedication, transfer and determination, as to the purpose and conditions thereof, shall be authorized by the affirmative vote, in person or by proxy, of two thirds (2/3) of all of the votes eligible to be cast by all of the Members of the Association, and unless written notice of the proposed form of resolution authorizing such action is sent to every Member at least thirty (30) days in advance of the scheduled meeting of the Association at which such action is scheduled to be taken. A true copy of such resolution together with a certificate of the result of the vote taken thereon shall be made and acknowledged by the President or Vice President and the Secretary or Assistant Secretary of the Association and such certificate shall be annexed to any instrument of dedication or transfer affecting the Common Areas, prior to the recording thereof in the Office of the Salem County Clerk. Such certificate shall be conclusive evidence of authorization by the membership.
- (e) The following easements are hereby established:
 - (i) a blanket perpetual and non exclusive easement in, upon, over, across and through the Common Areas for the purpose of the installation, maintenance, repair and replacement of all storm water detention facilities necessary or incidental to the proper functioning of any storm water drainage systems serving the Common Areas or Lots, which easement shall be for the benefit of the Declarant, or any governmental agency which requires same for the purposes associated with the foregoing actions.
 - (ii) a blanket perpetual and non-exclusive easement in, upon, over, across and through the Landscape Buffer Areas for the installation, maintenance and replacement of all or any portion of all landscaping buffers, which easement shall be for the benefit of the Declarant, its successors or assigns, or any governmental agency which requires same for the purposes associated with the foregoing actions
 - (iii) an easement for a term of five (5) years in, upon, over, across and through the Premises and each Lot for the purpose of completing any and all improvements, including landscaping and the installation of required plantings, in accordance with the Subdivision Plans.

(iv) a blanket and non exclusive easement which will automatically expire two (2) years after Declarant is released from all performance and/or maintenance bonds posted with the Township of CARNEYS POINT and/or PENNS GROVE Borough pursuant to N.J.S.A. 40:55D-53, in, upon, through and over the Lots and Common Areas for the purpose of construction, installation, maintenance and repair of any improvements on the Lots or Common Areas, which easement shall be to the benefit of the Declarant, its successors and assigns who shall be engaged in the construction, development and sale of residential dwelling units on the Lots.

(v) a blanket and non exclusive easement in favor of Declarant, its successors and assigns, to expire upon the closing of title from Declarant, its successors or assigns, to the last Lot from among the Premises, to utilize the Common Areas for the purposes of locating features which are deemed necessary or desirable by Declarant, its successors or assigns, in the sales and/or merchandising of the Lots to prospective purchasers thereof; provided, however, that any use(s) of such Common Areas for such sales and/or merchandising purposes shall, if applicable and/or necessary, have first been made the subject of approval(s) by CARNEYS POINT Township/ PENNS GROVE Borough and shall be subject to the conditions that (a) during such use(s) the portion(s) of the Common Areas so utilized shall be maintained by Declarant, its successors or assigns, and (b) when such use(s) cease, the portion(s) of the Common Areas so utilized shall be placed in or returned to the condition which pre-existed such utilization(s) at the sole cost and expense of Declarant, its successors or assigns.

(vi) a blanket perpetual and non exclusive easement of unobstructed ingress and egress in, upon, over, across and through the Common Areas to the Township of CARNEYS POINT/ PENNS GROVE Borough, the Association, their respective officers, agents and employees and all policemen, firemen, and ambulance personnel in the proper performance of their respective duties.

ARTICLE IV COVENANT FOR ASSESSMENTS

Section 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS.

(a) Each Owner of a Lot within the real estate described in Schedule A, by acceptance of a deed therefore from Declarant, its successors or assigns, and whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

(i) Annual Assessments or charges, and

(ii) Special Assessments for capital improvements, such Annual Assessments and Special Assessments to be established and collected as hereinafter provided.

(b) Assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which any such Assessments are made (the "Lien"); provided, however, that such Lien shall be deemed to have been satisfied if any installment of any Assessments then due the Association (along with any other charges authorized by this Declaration and then due the Association from the Owner) shall have been paid in full. Any such Assessments, together with interest, costs and reasonable attorneys fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the Assessments fell due. The obligation for delinquent Assessments shall pass to such Owner's successors in title, said Assessments being a charge against a Lot in favor of the Association. The

Association shall provide for the issuance and shall issue to every Owner or to such Owner's mortgagee, upon reasonable request, a statement of such amounts due. A person other than an Owner may rely upon such statement and such Owner's liability shall be limited to the amounts set forth therein. Liability for the payment of said amount to the Association shall not attach to the purchase of the Lot following a mortgage foreclosure sale, provided the Association has been joined as a party to the foreclosure suit. Such unpaid share shall be deemed to be expenses collectible from the acquirer of title from the former Owner.

Section 2. PURPOSE OF ASSESSMENTS. The Assessments levied by the Association shall be used exclusively for the purposes of promoting the recreation, health, safety, and welfare of the residents in the Lots and in particular for the improvement and maintenance of the Property, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Areas and of the homes situated upon the Lots, including but not limited to such of the following as may be applicable:

- (a) the payment of any applicable real estate taxes on the Common Areas;
- (b) the payment of Common Areas-related liability and property damage insurance premiums which the Association must pay;
- (c) the maintenance, repair and improvement of the Common Areas' storm water detention facilities;
- (d) the cutting and fertilization of grass in the Common Areas;
- (e) the removal of any wind blown or accumulated trash or garbage from the Common Areas;
- (f) making structural repairs to any of the appurtenances in the Common Areas including but not limited to detention facilities or drainage lines in the Common Areas;
- (g) compliance with ordinances, regulations, government rules and regulations and any easements or restrictions affecting the Common Areas;
- (h) the supervisory and management costs for the foregoing activities;

Section 3. ANNUAL ASSESSMENTS. The amount of the Annual Assessments shall be fixed by the Board of Trustees on an annual basis in a sum sufficient to meet the expenses necessary for the improvement and maintenance of the Common Areas and for the promotion and maintenance of the recreation, health, safety and welfare of the residents of the Lots, and each Lot shall be treated equally with regard to any Annual Assessments. The amount of the Annual Assessments may be changed from time to time by action of the Board of Trustees, but such action shall be taken only when justified by changes in circumstances.

Section 4. DATE OF COMMENCEMENT OF ASSESSMENTS: DUE DATES. The Annual Assessments and Special Assessments provided for herein shall be pro rated for payment by Owners on a monthly basis or on such other basis as may be determined by the Association. The Annual Assessments shall commence as to all Lots on the day of the first conveyance of a Lot to an Owner. Written notice of the Annual Assessments shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Trustees.

Section 5. SPECIAL ASSESSMENTS. In addition to the Annual Assessments authorized above, the Board of Trustees may levy, in any assessment year, Special Assessments applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas, including fixtures and personal property

related thereto, provided that before the Board of Trustees levies any such Special Assessments, it shall have the vote or written consent of at least fifty one (51%) percent of the Members.

Section 6. COMPUTATION OF ASSESSMENTS. Both Annual Assessments and Special Assessments shall be computed by dividing the total number of Lots (i.e. 40) into the total expense budget calculated pursuant to Sections 3 and 5 above, as the case may be, with the quotient thereby arrived at being the Assessments each Owner shall pay pursuant to the terms of this Declaration. All Assessments must be fixed at a uniform rate for all Lots.

Section 7. EFFECT OF NONPAYMENT OF ASSESSMENTS: REMEDIES OF THE ASSOCIATION. Any Assessments not paid within thirty (30) days after the due date(s) shall bear interest from the due date(s) at the rate of twelve (12%) percent per annum or the maximum rate permitted by law and a late charge of \$25.00 for each thirty (30) day period or portion thereof for which payment of the Assessment has not been made. Each Owner of a Lot by acceptance of a deed therefor, whether or not it shall be so expressed in said deed, is deemed to covenant and agree to permit the Association to record the Lien in the Salem County Clerk's Office, at such Owner's cost and expense, including actual attorney's fees, by filing a Claim of Lien form (attached hereto as Schedule D) at any time after such Owner has failed to pay any installment of any of the Assessments within thirty (30) days of the due date thereof. Any costs for the release or discharge of such Lien from record shall be borne by the affected Owner, his successors or assigns. The Board of Trustees may change the foregoing interest rate, late charge and grace period as it shall from time to time determine. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot. No Owner may waive or otherwise escape liability for either or both of the Assessments provided for herein by non use of the Common Areas or abandonment of such Owner's Lot.

Section 8. SUBORDINATION OF THE LIEN TO MORTGAGES. The Lien of either or both of the Assessments provided for herein shall be subordinate to the lien of any bona fide first mortgage. Sale or transfer of any Lot shall not affect the Lien for Assessments. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the Lien of such Assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any Assessments thereafter becoming due or from the Lien thereof.

Section 9. LIST OF ASSESSMENTS, NOTICE OF ASSESSMENTS, CERTIFICATE AS TO PAYMENT.

(a) The Board of Trustees shall cause to be prepared, at least thirty (30) days in advance of the due date(s) of each applicable Assessment, a list of the Lots and the Assessments applicable thereto, in alphabetical order, according to the names of the Owners thereof, which list shall be kept by the Treasurer of the Association and shall be open to inspection.

(b) If a holder of an institutional mortgage of record or other purchaser of a Lot obtains title to such Lot as a result of foreclosure of such first mortgage (or by deed of conveyance in lieu thereof), such acquirer of title, his successors and assigns, shall not be liable for the Assessments by the Association pertaining to such Lot or chargeable to the former Owner thereof which became due prior to acquisition of title as a result of the foreclosure.

(c) Liens for unpaid Assessments may be foreclosed by suit brought in the name of the Association in the same manner as a foreclosure of a mortgage on real property. A suit to recover a money judgment for unpaid Assessments may be maintained without waiving the lien securing same.

(d) If Annual Assessments are not made as required, any Annual Assessments shall be presumed to have been made in the amount of the last prior year's Annual Assessments, and any

installments of such Annual Assessments shall be due upon each installment payment date until changed by any amended Annual Assessments. In the event any Annual Assessments prove to be insufficient, the budget and Annual Assessments may be amended at any time by the Board of Trustees, provided that nothing herein shall serve to prohibit or prevent the Board of Trustees from imposing any supplemental, lump sum Annual Assessment in the case of any immediate need or emergency.

Section 10. ACCELERATION OF ASSESSMENT INSTALLMENTS AND OTHER REMEDIES OF THE ASSOCIATION. If a Member shall be in default in the payment of an installment upon any Assessments, the Board of Trustees may accelerate the remaining installments of any such Assessments upon notice to the Member, and the then unpaid balance of the Assessments shall become due upon the date stated in the notice, but not less than five (5) days after delivery of the notice to the Member, or not less than ten (10) days after the mailing of such notice to him by registered or certified mail, whichever shall first occur. If such default shall continue for a period of thirty (30) days, then the Board of Trustees shall be obligated to:

(a) accelerate the remaining installments of the Assessments,

(b) file a lien for such accelerated Assessments, and

(c) notify the mortgagee of the Lot affected of such default if such mortgagee has requested notice from the Association in writing. If said default continues for a period of sixty (60) days, then the Board of Trustees shall have the duty to foreclose the foregoing lien pursuant to law and/or commence a suit against the appropriate Owner(s) to collect said Assessments.

Section 11. INTEREST AND COUNSEL FEES: The Board of Trustees, at its option, shall have the right in connection with the collection of any Assessments, or any other charge, to impose an interest charge equal to the rate of twelve (12%) percent per annum or at the maximum rate permitted by law if such payment is made after a date certain stated in such notice. In the event that the Board of Trustees shall effectuate collection of said charges by resort to counsel, the Board of Trustees may add to the aforesaid charge or charges a sum or sums of twenty (20%) percent of the gross amount due as counsel fees, in addition to such costs as are allowable by law.

Section 12. EXPENDITURE OF FUNDS. The amounts of monies for common expenses deemed necessary by the Board of Trustees and the manner of expenditure thereof, including, but not limited to, the allocation thereof, shall be a matter for the sole discretion of the Board of Trustees. Special Assessments must be approved by the Members as provided in Section 5 of this Article IV.

Section 13. DECLARANT'S OBLIGATION IN LIEU OF ASSESSMENTS PAYMENTS. Each Lot shall be exempted from the payment of Assessments for the period prior to the time that any dwelling is constructed thereon and such Lot is then sold and conveyed by Declarant to a bona fide third party purchaser in the ordinary course of business. Until Declarant has conveyed all Lots to bona fide third party purchasers in the ordinary course of business, in the event that the Association's expenses exceed the sum of the Annual and Special Assessments for any calendar year, Developer will contribute that sum necessary to enable the Association to meet Association expenses for that calendar year, up to the maximum Assessments that would be due from Declarant if the Declarant's Lots were not exempt from the payment of such Assessments pursuant to the provisions of the preceding sentence. In the event that Developer's contribution does not fully satisfy the deficiency, such remaining deficiency shall be assessed equally against all Lots, including those owned by Declarant, as a Special Assessment.

ARTICLE V
MAINTENANCE AND REPAIRS

Section 1. OWNER'S RESPONSIBILITY. An Owner shall be responsible for maintenance and repairs and decoration of the building(s) and grounds on such Owner's Lot, structural or otherwise, including but not limited to the exterior and all walls, foundations, roofs, fences, front service walks and painting. The Owner shall effectuate all such repairs and maintenance when necessary.

In addition, no owner shall remove or otherwise alter any landscaping or grading within any portion of Landscape Buffer Areas situated on Owner's Lot, or any landscaping on the Owner's Lot that is depicted on the approved Subdivision Plans, without first obtaining written permission to do so from the municipality. If said removal or alteration is proposed prior to the expiration of the Declarant's maintenance bond for the Hidden Meadow subdivision, the Owner shall likewise be required to obtain the written permission of the Declarant.

Section 2. ENFORCEMENT BY THE MUNICIPALITY.

(a) In the event that the Association shall fail to maintain all or part of the Common Areas in reasonable order and condition, CARNEYS POINT Township/ PENNS GROVE Borough may serve written notice upon the Association setting forth the manner in which the Association has failed to maintain the Common Areas in reasonable condition, and said notice shall include a demand that the deficiencies in maintenance be cured within thirty five (35) days of the date of the notice, and shall state the date and place of a hearing thereon, which shall be within fifteen (15) days of the date of the notice. Thereafter, CARNEYS POINT Township / PENNS GROVE Borough through its designated municipal body or officer, shall have and be entitled to, all the rights, privileges and powers set forth in N.J.S.A. 40:55D 43 et seq., specifically, but not limited to, the right to enter upon the Common Areas to maintain same and assess the cost thereof, as provided herein.

(b) The Declarant, for itself, its successors and assigns, the Association and its Members, does hereby expressly covenant, agree, stipulate and authorize CARNEYS POINT Township/ PENNS GROVE Borough, its agents and employees, in case of emergency or in the event of a matter involving the health and safety of municipal residents, to immediately enter upon the Common Areas and take whatever action is reasonably necessary and the reasonable cost of same shall be borne by the Association or the Owners, as set forth below.

(c) The reasonable cost of the maintenance by CARNEYS POINT Township / PENNS GROVE Borough, shall be assessed pro rata against the Lots in accordance with their assessed value at the time of the imposition of the lien and the municipal assessment so made shall become a lien and tax on said Lots and be added to and be a part of the taxes to be levied and assessed thereon and enforced and collected with interest by the same officers and in the same manner as other taxes.

(d) CARNEYS POINT Township/ PENNS GROVE Borough shall have no obligation to proceed as set forth herein and the Association and the Owners shall hold CARNEYS POINT Township/ PENNS GROVE Borough harmless from any liability arising from CARNEYS POINT Township's/ PENNS GROVE Borough's actions or failure to act with respect to maintenance of the Common Areas.

ARTICLE VI
MISCELLANEOUS

Section 1. SEVERABILITY. Invalidation of any one of these covenants and restrictions by judgment or Court order shall in no manner affect any other provisions which shall remain in full force and effect.

Section 2. DURATION AND AMENDMENT. The covenants and restrictions of this Declaration shall run with and bind the land described in Schedule A for a term of fifty (50) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may only be amended by vote of not less than seventy five (75%) percent of the Lot Owners except that no such amendment shall be effective so as to vary, alter or modify any rights relating to CARNEYS POINT Township/ PENNS GROVE Borough, and/or Declarant as herein directly or indirectly provided. Any amendment must be recorded.

Section 3. CONVEYANCES. Declarant reserves the right, prior to any applicable conveyance of fee title or easement rights to the Common Areas herein described, to determine, in Declarant's sole discretion, but subject to approval of the Board, the type of improvement(s) to be constructed in or upon such Common Areas owned in fee or via easement, provided, however, that any such improvement(s) shall comply with the requirements and approvals of governmental authorities having jurisdiction over such Common Areas and Declarant further reserves the right, prior to the conveyance of the Common Areas in fee or via easement, as applicable, to apply for and obtain additional governmental approvals affecting such Common Areas including, but not limited to, modifications of, supplements to and amendments of prior approvals.

Section 4. DISSOLUTION. The Association cannot be dissolved unless the interests, rights and obligations of the Association in and to the Common Areas shall be dedicated or assigned to CARNEYS POINT Township/ PENNS GROVE Borough, and only if CARNEYS POINT Township/ PENNS GROVE Borough agrees to accept such dedication or assignment, or any entity or agency, public or private, approved by CARNEYS POINT Township/ PENNS GROVE Borough. If CARNEYS POINT Township/ PENNS GROVE Borough shall not accept said dedication or assignment, then such interests, rights and obligations of the Association shall be transferred to such other public or private agency or instrumentality as will most nearly carry out the original intention of this Declaration. The provisions herein shall apply also if the Association ceases to operate and, in such case, it shall be the duty of the Owners herein to cause said interest, rights and obligations to be dedicated, assigned or transferred as provided herein.

Section 5. INSURANCE.

(a) The Association, through its Board of Trustees, shall, in addition to liability and any other types and kinds of insurance as are provided herein and in the Association's By Laws, be required to obtain and maintain, if applicable, liability insurance insuring the Common Areas and covering the interests of the Association and the Board of Trustees as their interests may appear, in the amount determined by the Board of Trustees. If possible without payment of separate premium, the Association shall have CARNEYS POINT Township/ PENNS GROVE Borough named as an added insured on such policy as its interest shall appear.

(b) Premiums for any such insurance coverage shall be included in the Annual Assessments for common expenses.

(c) All policies of physical damage insurance, if possible, shall contain waivers of subrogation and waivers of any reduction of pro rata liability of the insurer as a result of any insurance carried by any Lot Owner or of invalidity arising from any acts of the insured or any Lot Owner, and shall provide that such policies may not be cancelled or substantially modified without at least ten (10) days' prior written notice to all of the insured, including all mortgagees of Lots.

Section 6. SUCCESSORS AND ASSIGNS. The terms, conditions, provisions, covenants, restrictions and easements hereof shall be binding upon the successors and assigns of Declarant.

IN WITNESS WHEREOF, the undersigned Declarant has hereunto set its hand and seal this 13th day of March, 2008.

ATTEST:

HERITAGE - CARNEYS POINT, L.P.
t/a HIDDEN MEADOW
By: HBG - Carneys Point, Inc./its General Partner

Francis B. Branagan
SECRETARY

BY: [Signature]
PRESIDENT

COMMONWEALTH OF PENNSYLVANIA:

:S.S.

COUNTY OF BUCKS

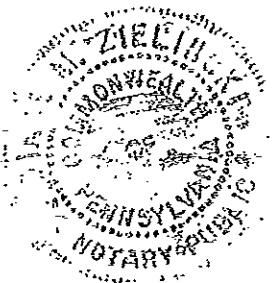
I certify that on March 13th, 2008, David Watt personally came before me and acknowledged under oath, to my satisfaction, that:

- (a) this person is the Secretary of HBG - Carneys Point, Inc, General Partner of Heritage - Carneys Point, L.P., t/a Hidden Meadow, the Declarant named in this Declaration;
- (b) this person is the attesting witness to the signing of this document by the Vice President of such Declarant;
- (c) this document was signed and delivered by such Declarant as its voluntary act duly authorized by a proper resolution of its Board of Directors; and
- (d) this person signed this proof to attest to the truth of these facts.

Francis B. Branagan
SECRETARY

Sworn and subscribed to
before me this 13th day
of March, 2008

Diane M. Zielinski
NOTARY



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Diane M. Zielinski, Notary Public
Warwick Twp., Bucks County
My Commission Expires Dec. 12, 2009
Member, Pennsylvania Association of Notaries

Schedule A
Legal Description

4042 DE W...
METES & BOUNDS DESCRIPTION
PART OF LOTS 1 & 7, BLOCK 32
PART OF LOT 6, BLOCK 34
BOROUGH OF PENNS GROVE
PART OF LOT 1, BLOCK 51
TOWNSHIP OF CARNEYS POINT
SALEM COUNTY, NEW JERSEY

BEGINNING AT A POINT AT THE INTERSECTION OF THE NORTHERLY LINE OF MARSDEN AVENUE (50 FEET WIDE) WITH THE EASTERLY LINE OF MILLER AVENUE (50 FEET WIDE) AND FROM SAID POINT OF BEGINNING RUNNING, THENCE;

1. ALONG THE NORTHERLY LINE OF MARSDEN AVENUE, NORTH 52 DEGREES - 52 MINUTES - 30 SECONDS WEST, A DISTANCE OF 200.00 FEET TO A POINT AT A CORNER OF LOT 30, BLOCK 51 AS SHOWN ON SHEET 9 OF THE CARNEYS POINT TOWNSHIP ASSESSMENT MAP, THENCE;
2. ALONG LOT 30, BLOCK 51, NORTH 37 DEGREES - 07 MINUTES - 30 SECONDS EAST, A DISTANCE OF 125.00 FEET TO A POINT AT A CORNER OF LOT 30 IN LINE OF LOT 29, THENCE;
3. ALONG LOT 29, SOUTH 52 DEGREES - 52 MINUTES - 30 SECONDS EAST, A DISTANCE OF 55.00 FEET TO A POINT AT A CORNER OF LOT 29, THENCE;
4. ALONG LOTS 29, 28 & 27, NORTH 37 DEGREES - 07 MINUTES - 30 SECONDS EAST, A DISTANCE OF 255.00 FEET TO A POINT AT A CORNER OF LOT 27, THENCE;
5. ALONG LOT 27, NORTH 52 DEGREES - 52 MINUTES - 30 SECONDS WEST, A DISTANCE OF 125.00 FEET TO A POINT AT A CORNER OF LOT 27 IN THE EASTERLY LINE OF NORMAN AVENUE (50 FEET WIDE), THENCE;
6. ALONG THE EASTERLY LINE OF NORMAN AVENUE, NORTH 37 DEGREES - 07 MINUTES - 30 SECONDS EAST, A DISTANCE OF 120.00 FEET TO A POINT AT A CORNER OF NORMAN AVENUE, THENCE;
7. ALONG THE NORTHERLY LINE OF NORMAN AVENUE, NORTH 52 DEGREES - 52 MINUTES - 30 SECONDS WEST, A DISTANCE OF 50.00 FEET TO A POINT AT A CORNER OF NORMAN AVENUE, THENCE;
8. ALONG THE WESTERLY LINE OF NORMAN AVENUE, SOUTH 37 DEGREES - 07 MINUTES - 30 SECONDS WEST, A DISTANCE OF 120.00 FEET TO A POINT AT A CORNER OF LOT 1.02, THENCE;

9. ALONG LOT 1.02, NORTH 52 DEGREES - 52 MINUTES - 30 SECONDS WEST, A DISTANCE OF 125.00 FEET TO A POINT AT A CORNER OF LOTS 1.02, 21 & 20, THENCE;
10. ALONG LOT 20, NORTH 37 DEGREES - 07 MINUTES - 30 SECONDS EAST, A DISTANCE OF 140.00 FEET TO A POINT AT A CORNER OF LOT 20, THENCE;
11. CONTINUING ALONG THE SAME, NORTH 52 DEGREES - 52 MINUTES - 30 SECONDS WEST, A DISTANCE OF 125.00 FEET TO A POINT AT A CORNER OF LOT 20, THENCE;
12. STILL ALONG THE SAME, SOUTH 37 DEGREES - 07 MINUTES - 30 SECONDS WEST, A DISTANCE OF 20.00 FEET TO A POINT IN THE NORTHERLY LINE OF GARY AVENUE (50 FEET WIDE), THENCE;
13. ALONG THE NORTHERLY LINE OF GARY AVENUE, NORTH 52 DEGREES - 52 MINUTES - 30 SECONDS WEST, A DISTANCE OF 50.00 FEET TO A POINT AT A CORNER OF LOTS 1.03 & 1.01, THENCE;
14. ALONG LOT 1.01, NORTH 37 DEGREES - 07 MINUTES - 30 SECONDS EAST, A DISTANCE OF 45.00 FEET TO A POINT AT A CORNER OF LOT 1.01, THENCE;
15. CONTINUING STILL ALONG THE SAME, NORTH 52 DEGREES - 52 MINUTES - 30 SECONDS WEST, A DISTANCE OF 250.00 FEET TO A POINT AT ANOTHER CORNER OF LOT 1.01, THENCE;
16. STILL ALONG THE SAME, SOUTH 37 DEGREES - 07 MINUTES - 30 SECONDS WEST, A DISTANCE OF 45.00 FEET TO A POINT IN THE NORTHERLY LINE OF CHRISTMAS AVENUE, THENCE;
17. ALONG THE NORTHERLY LINE OF CHRISTMAS AVENUE, NORTH 52 DEGREES - 52 MINUTES - 30 SECONDS WEST, A DISTANCE OF 50.00 FEET TO A POINT IN LINE OF LOT 32, THENCE;
18. ALONG LOT 32, NORTH 37 DEGREES - 07 MINUTES - 30 SECONDS EAST, A DISTANCE OF 6.07 FEET TO A POINT AT A CORNER OF LOT 32, THENCE;
19. STILL ALONG THE SAME, NORTH 52 DEGREES - 52 MINUTES - 30 SECONDS WEST, A DISTANCE OF 125.00 FEET TO A POINT AT ANOTHER CORNER OF LOT 32, THENCE;
20. ALONG LOTS 32, 8, 7 & 6, SOUTH 37 DEGREES - 07 MINUTES - 30 SECONDS WEST, A DISTANCE OF 381.07 FEET TO A POINT AT A CORNER OF LOT 6 IN LINE OF LOT 3, THENCE;
21. ALONG LOTS 3 & 2, BLOCK 51, THENCE CROSSING THE CARNEYS POINT TOWNSHIP LINE AND CONTINUING ALONG LOTS 7, 8, 8.01, 9, 10 & PARTLY ALONG LOT 11, BLOCK 34 AS SHOWN ON SHEET 12 OF THE BOROUGH OF PENNS GROVE ASSESSMENT MAP, NORTH 52 DEGREES - 52 MINUTES - 30 SECONDS WEST, A DISTANCE OF 310.00 FEET TO A POINT AT A CORNER OF LOT 2, THENCE;
22. ALONG LOTS 2 THROUGH 5 INCLUSIVE, NORTH 37 DEGREES - 07 MINUTES - 30 SECONDS EAST, A DISTANCE OF 381.70 FEET TO A POINT AT A CORNER OF LOT 5, THENCE;
23. ALONG LOT 5, NORTH 52 DEGREES - 52 MINUTES - 30 SECONDS WEST, A DISTANCE OF 125.00 FEET TO A POINT AT A CORNER OF LOT 5 IN THE EASTERLY LINE OF FEATHERER AVENUE (50 FEET WIDE), THENCE;

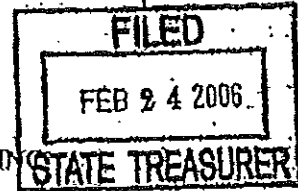
THIS DESCRIPTION IS WRITTEN WITH REFERENCE TO A SURVEY ENTITLED, "ALTA/ACSM LAND TITLE & TOPOGRAPHIC SURVEY, HERITAGE LAND GROUP, LOT 1, BLOCK 51, TOWNSHIP OF CARNEYS POINT, LOT 1, BLOCK 32 & LOT 6, BLOCK 34, BOROUGH OF PENNS GROVE, SALEM COUNTY, NEW JERSEY", PREPARED BY CONTROL POINT ASSOCIATES, INC. DATED FEBRUARY 12, 2003.

THIS DESCRIPTION IS ALSO WRITTEN WITH REFERENT TO A TITLE REPORT PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY, FILE NO. 2-4749, WITH AN EFFECTIVE DATE OF OCTOBER 25, 2002.

24. ALONG THE EASTERLY LINE OF FEATHERER AVENUE, NORTH 37 DEGREES - 07 MINUTES - 30 SECONDS EAST, A DISTANCE OF 50.00 FEET TO A POINT AT A CORNER OF LOT 8, BLOCK 32 IN THE NORTHERLY LINE OF HOWARD STREET (F.K.A. EAST HARMONY STREET, 50 FEET WIDE), THENCE;
25. ALONG LOT 8 AND ALONG THE PROJECTED NORTHERLY LINE OF HOWARD STREET, SOUTH 52 DEGREES - 52 MINUTES - 30 SECONDS EAST, A DISTANCE OF 100.00 FEET TO A POINT AT A CORNER OF LOT 8, THENCE;
26. ALONG LOT 8, NORTH 37 DEGREES - 07 MINUTES - 30 SECONDS EAST, A DISTANCE OF 120.00 FEET TO A POINT AT A CORNER OF LOT 8, THENCE;
27. CONTINUING STILL ALONG LOT 8, NORTH 52 DEGREES - 52 MINUTES - 30 SECONDS WEST, A DISTANCE OF 100.00 FEET TO A POINT AT A CORNER OF LOT 8, THENCE;
28. ALONG LOT 8, SOUTH 37 DEGREES - 07 MINUTES - 30 SECONDS WEST, A DISTANCE OF 120.00 FEET TO A CORNER OF LOT 8 IN THE NORTHERLY LINE OF HOWARD STREET, THENCE;
29. ALONG THE NORTHERLY LINE OF HOWARD STREET, NORTH 52 DEGREES - 52 MINUTES - 30 SECONDS WEST, A DISTANCE OF 50.00 FEET TO A CORNER OF LOT 1.01, THENCE;
30. ALONG LOT 1.01, NORTH 37 DEGREES - 07 MINUTES - 30 SECONDS EAST, A DISTANCE OF 240.00 FEET TO A POINT AT ANOTHER CORNER OF LOT 1.03, THENCE;
31. ALONG LOT 1.01, NORTH 48 DEGREES - 51 MINUTES - 10 SECONDS WEST, A DISTANCE OF 39.83 FEET TO A POINT AT A CORNER OF LOT 1.03, THENCE;
32. ALONG LOT 1.03, NORTH 30 DEGREES - 01 MINUTE - 05 SECONDS EAST, A DISTANCE OF 166.32 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF DOLBOW AVENUE (50 FEET WIDE), THENCE;
33. ALONG THE SOUTHWESTERLY LINE OF DOLBOW AVENUE, LOT 7 THENCE CROSSING THE PENNS GROVE BOROUGH LINE AND CONTINUING ALONG LOTS 6 & 7, BLOCK 50, THE SOUTHERLY LINE OF GARY AVENUE (50 FEET WIDE), LOT 1, BLOCK 48.01, LOT 7, BLOCK 48 AS SHOWN ON SHEET 8 OF THE CARNEYS POINT TOWNSHIP ASSESSMENT MAP, SOUTH 48 DEGREES - 51 MINUTES - 10 SECONDS EAST, A DISTANCE OF 1,798.82 FEET TO A POINT AT A CORNER OF LOT 7 IN LINE OF LOT 12, BLOCK 53, THENCE;
34. ALONG LOT 12, SOUTH 41 DEGREES - 37 MINUTES - 07 SECONDS WEST, A DISTANCE OF 1,009.35 FEET TO A POINT AT A CORNER OF LOT 12 IN LINE OF LOT 2, BLOCK 60, THENCE;
35. ALONG LOT 2, NORTH 52 DEGREES - 52 MINUTES - 30 SECONDS WEST, A DISTANCE OF 125.00 FEET TO A POINT AT A CORNER OF LOT 2 IN THE EASTERLY LINE OF MILLER AVENUE, THENCE;
36. BOUNDING THEREON, NORTH 37 DEGREES - 07 MINUTES - 30 SECONDS EAST, A DISTANCE OF 167.89 FEET TO THE POINT AND PLACE OF BEGINNING.

CONTAINING 992,609 SQUARE FEET OR 22.787 ACRES

4043 BK# 01235 F# 00052



CERTIFICATE OF INCORPORATION OF HIDDEN MEADOW HOMEBOWNERS ASSOCIATION, INC.

In compliance with the requirements of Title 15A of the New Jersey Statutes Annotated, the undersigned, of full age, has this day voluntarily agreed to act as incorporator for the purpose of forming a corporation not for profit, and does hereby certify:

ARTICLE I NAME

The name of the Association is HIDDEN MEADOW HOMEBOWNERS ASSOCIATION, INC., a New Jersey nonprofit corporation, hereinafter referred to as the "Association."

ARTICLE II PRINCIPAL OFFICE

The principal office of the Association is located at 2500 York Road, Jamison, PA 18929.

ARTICLE III REGISTERED AGENT AND OFFICE

Ronald J. Uzdevinis, Esquire, is hereby appointed the initial registered agent of the Association and the address of the registered office is 66 Euclid Street, Woodbury, NJ 08096.

ARTICLE IV PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the Members thereof, and the specific purpose for which it is formed is to provide for the administration, management, preservation, utilization, maintenance and control of the Common Areas of the Association as described in that certain Declaration of Covenants, Conditions and Restrictions for Hidden Meadow (hereinafter "Declaration") establishing various rights and obligations for the Owners of Lots who are Members of the Association, which Declaration is or shall be recorded in the Office of the County Clerk of Salem County, New Jersey. In connection with the use of the Common Areas (defined in the Declaration), the Association shall promote the health, safety and welfare of the Members and shall have the following powers;

(a) To exercise all the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration and the By-Laws of the Association, as the same may be amended from time to time as therein provided, said Declaration and By-Laws being incorporated herein as if set forth at length;

(b) To fix, levy, collect and enforce payment by any lawful means, of all charges or Assessments pursuant to the terms of said By-Laws of the Association, to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of

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Schedule B
Articles of Incorporation.

4043 BK# 01235 PG# 00053

the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) To acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, mortgage, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) To borrow money, to mortgage, pledge, deed in trust or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred; and

(e) To have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of New Jersey by law may now or hereafter have or exercise.

ARTICLE V MEMBERS

Every person or entity who is a record owner of a fee simple interest in a Lot described in the Declaration shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security or the performance of an obligation. Ownership of any Lot shall be the sole qualification for membership. Upon termination of the interest of a record owner, his or her membership shall automatically terminate, and shall be transferred and shall inure to the new record owner succeeding him or her in interest.

ARTICLE VI BOARD OF TRUSTEES

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

1. David Watt
2500 York Road
Jamison, PA 18929
2. Frank Brauagan
2500 York Road
Jamison, PA 18929
3. Ed Esposito
2500 York Road
Jamison, PA 18929

4043 BK# 01235 PG# 00054

**ARTICLE VII
INCORPORATOR**

The Incorporator shall be Ronald J. Uzdevinis, Esquire, whose address is 66 Euclid Street, Woodbury, New Jersey 08096

**ARTICLE VIII
TERM**

The Association shall exist perpetually, but may be dissolved at any time pursuant to appropriate law and the provisions of the Declaration.

**ARTICLE IX
DISSOLUTION**

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

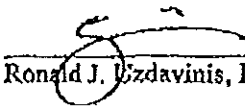
**ARTICLE X
AMENDMENTS**

This Certificate of Incorporation may be amended at any meeting of the Association duly called for such purpose, by an affirmative vote of seventy-five (75%) percent of the membership

**ARTICLE XI
PERSONAL LIABILITY**

Except to the extent provided in this paragraph, no trustee or officer of the corporation shall be personally liable to the corporation or its members for damages for breach of any duty owed to the corporation or its members, except that this shall not relieve a trustee or officer from liability for any breach of duty based upon an act or omission (1) in breach of such person's duty of loyalty to the corporation or its members, (2) not in good faith or involving a knowing violation of law or (3) resulting in receipt by such person of an improper personal benefit.

IN WITNESS WHEREOF, for the purposes of forming this non-profit corporation under the laws of the State of New Jersey, I, the undersigned, constituting the incorporator of this Association, have executed these Articles of Incorporation this 24th day of February, 2006.

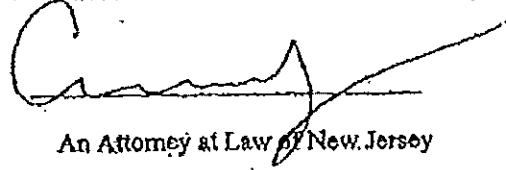


Ronald J. Uzdevinis, Incorporator

4043 BK# 01235 PG# 00055

STATE OF NEW JERSEY : :
 : : S.S.
COUNTY OF GLOUCESTER : :

BE IT REMEMBERED, that on this 24th day of February, 2006, before me, the subscriber, an Attorney at Law of the State of New Jersey personally appeared Ronald J. Uzdavinis, Esquire, who, I am satisfied is the person named in and who executed the within Instrument, and thereupon he acknowledged that he signed, sealed and delivered the same as his act and deed, for the uses and purposes therein expressed.



An Attorney at Law of New Jersey

ARTHUR J. MACDONALD, JR.
ATTORNEY AT LAW
OFFICE ONLY