BRIDLEWOOD ESTATES HOMEOWNER'S MANUAL

>January 2022<

Bridlewood Homeowners Association, Inc.

Table of Contents

Section	Title		Page
1	Introduction		4
	Public Offering Statement		5
	Detention Basin Maintenance Schedule		9
2	Declaration of Restrictive & Protective Covenants, Easements, Conditions, Charges and Liens		11
3	By-Laws		38
4	Rules & Regulations Architectural & Property Guidelines		54
5	Alternative Dispute Resolution		70
6	Forms:	BHARC Application	76
		Request for a Hearing	77
		Request for Information	78
		Board of Trustees Application	79
Index			80

Bridlewood Homeowners Association, Inc.

Section 1

Introduction
Public Offering Statement
Detention Basin Maintenance Schedule

This Homeowners Manual also known as the Maroon Book has been developed as a handy guide for the current homeowners in Bridlewood.

The original Black Book, and its subsequent Green Book, in its entirety will be maintained in the files of the Bridlewood Homeowners Association and will be available for review by any current or prospective homeowner upon request.

Section 1 summarizes the original Public Offering Statement. Pertinent sections of the original Black Book have been updated and continue to be included in this publication. These include a copy of the current budget, Restrictive and Protective Covenants, Certificate of Incorporation, By-Laws, Rules and Regulations, and Alternate Dispute Resolution. A copy of the original Deed and a Detention Basin Maintenance Schedule are on file.

All Board Amendments approved through January 2022 have been incorporated into the amended documents.

Bridlewood Homeowner's Association, Inc.
P. O. Box 151
Sewell, NJ 08080

Excerpts from the PUBLIC OFFERING STATEMENT

Filed by
R.J.P. Builders, Inc.
1998

R.J.P. Builders, Inc., a New Jersey Corporation, presents herewith its Public Offering Statement for the establishment of a Planned Adult Community (P.A.C) with respect to approximately forty (40) acres of land located in the Township of Deptford, Gloucester County New Jersey (the Property) and one hundred forty-eight (148) single family, fee simple, age-restricted, residential dwellings (the "Units"), together with certain other improvements, to be developed in three phases: Phase 1 consisting of 47 residential lots and 1 detention basin lot; Phase 2 consisting of 60 residential units; and Phase 3 consisting of 41 residential lots. The development shall be known as Bridlewood Estates. Bridlewood Homeowners Association, Inc. a not-for-profit corporation formed under N.J.S.A. 15A1-1 et. seq. (the "Association"), will be responsible for the management and administration of the community, as well as the retention basin which shall be owned by the Association. The Developer has filed a Certificate of Incorporation for the Association as required by law. Each Unit Owner will automatically become a member of the Association by virtue of acceptance of a deed to his/her unit.

The by-laws of the Association will provide for the election of the Board of Trustees and the officers and their respective duties and powers, time and place and conduct of meetings of members of the Association, meetings of the Board of Trustees and, in general, procedures to be followed in relation to the governance and operations of the Association.

The Declaration of the Restrictive and Protective Covenants, Easements, Conditions, Chargers and Liens and its exhibits, annexed hereto, are an integral part of this Public Offering Statement and are incorporated by reference wherever referred to.

Each Unit Owner will be responsible to pay a portion of the expenses incurred by the Association for the administration, management,

maintenance, repair and replacement of items required by the Association. The proportionate share to be paid by each Unit Owner will be equivalent to the Unit Owner's appurtenant proportionate interest.

When a Unit Owner takes title to his/her Unit at closing, the Unit Owner will make a non-refundable capital contribution to the Association in the amount of One Hundred Dollars ($100.00)* to be used by the Association for working capital. The aforementioned payment shall in no way be considered a prepayment of the Annual Assessment fee.

Bridlewood Estates is an age-restricted community, and no Unit shall be occupied by any person under the age of fifty-five (55), with the following exceptions:

A. A husband or wife under the age of fifty-five (55) may reside with his or her spouse, provided that the spouse is fifty-five (55) years of age or older and
B. A child or children may reside with their parents or guardian if said child or children is/are over the age of eighteen (18) years, provided that one of the parents or guardians with whom the child or children is/are residing fifty-five (55) years of age or older. Full time occupancy in any event shall be limited to not more the four (4) eligible occupants to each Unit.

Bridlewood Estates is located on Tanyard and Bankbridge Roads, Deptford Township, Gloucester County, New Jersey. The Property is located in an R-40 zone in the Township of Deptford pursuant to the current Zoning Ordinance with an R-6 variance for lot size. The permitted use within the zone is age-restricted housing. To the best of the Developer's knowledge, information and belief, the Property is in compliance with all applicable government approvals.

There will be no recreational facilities on the Property. However, a senior center was built by the Developer (on Lot 1, Block 399.11) and said lot (which is not part of this Offering) was conveyed to the Township of Deptford upon completion. Residents of Bridlewood Estates will have non-

exclusive use of the facility, along with other Deptford Township senior citizens.

In order to effectively manage and control the use, maintenance and operation of the common areas as well as the detention basin, the Bridlewood Homeowners Association, Inc. was formed. The Association is a non-profit service organization which contracts with various vendors, professionals, etc. to manage the community. Furthermore, in order to maintain the best control, the Association requires that all service contractors bid and that copies of all bids and contracts are made available for resident inspection. The funds for these services are provided by homeowner assessments, which assessments are made annually. It is intended that the Board of Trustees will act as manager for the Association. As a beneficiary he/she is entitled to make full use of the Common Areas within those rules and regulations set forth by the Association. Proper insurance coverage on the Common Area is maintained by the Association in the form of a $1,000,000.00 multi-peril umbrella policy, which includes property damage insurance on common facilities and comprehensive liability insurance. In addition, a $2,000,000.00 commercial catastrophic liability policy is carried.

The residential lots are not located in a flood zone, and the Developer was not aware of any man-made or natural forces affecting the development, which would tend to adversely affect the use and enjoyment of any lot in this development.

Under Article VII of the Declaration of Restrictive and Protective Covenants, Easements, Conditions, Charges and Liens, certain restrictions are imposed upon the occupancy, right to transfer and right to alter the Units. These restrictions place limits on such things as fences, keeping animals, dumping waste, parking vehicles, storage of boats and motor homes, radio and television antennas, signs, swimming pools and alterations to a Unit. These are only examples of the types of restrictions on occupancy, transfer and alterations, which have been placed on the development. Prospective purchasers must be aware that as owners, they will be bound by these restrictions and any other imposed in the future by the Association. The Association is charged with enforcing these

restrictions and may do so by several different means including the imposition of fines and/or institution of appropriate legal action.

* The 2021 amount was $300 and is subject to review and adjustment solely by a vote of the Board of Trustees. Increase to $500 occurred beginning January 2022.

DETENTION BASIN MAINTENANCE SCHEDULE

The overall stormwater management concept for this project is virtually dependent upon the function of the detention basins located on the site. The basins are designed to operate under gravity flow conditions that require regular active maintenance in order to insure that the stormwater management facilities will continue to function properly after construction.

As a detention facility, a positive outflow is provided that will accomplish a number of functions, including:

- Control the rate that stormwater flows off the site after construction to a point at or below the preconstruction rate;
- allow the basin to drain in a regulated fashion, keeping it dry the majority of time between storm events.

The following Schedule of Maintenance must be implemented and continued in a regular fashion so that the basin can function as designed. The listed Schedule of Maintenance describes these specific activities as well as providing a recommended schedule of implementation.

1. **MOWING** – The bottom and side slopes of the detention basin shall be mowed on a regular basis during the growing season. All clippings shall be removed from the basin areas and disposed of property.

2. **WEED CONTROL** – On a monthly basis, weeds and other undesirable growth shall be removed from basins, particularly from around outlet structures, fences, headwalls, low flow channels, and rip-rapped areas.

3. **OUTFLOW WORKS** – All outflow control structures shall be inspected monthly and cleaned as necessary in order to insure that the basin will function properly. Any silt and debris build-up must be removed from the bottom of racks. Must be inspected and cleaned or painted as necessary. Trash rack pivots must be replaced in the event they become inoperable.

4. **DEBRIS REMOVAL** – On a monthly basis and following heavy storms, the basins should be inspected for accumulated debris. This is necessary for safety, to prevent the blockage of outlet works, to prevent the blockage of undesirable rodents and pests, and to maintain the overall aesthetics of the basins.

5. **GENERAL INSPECTION** – Yearly, an inspection of each basin should be made to watch for any short-term or long-term changes that may affect the function and safety basins. Among the specific items that should be looked for and reported on are, erosion of the side slopes, breaching of embankments, damage to fences and gates, and deterioration of the headwalls and outflow works. Any erosion on the basin side slopes must be repaired and then reseeded in accordance with the state soil erosion standards. Breaching of embankments may be caused by animals, settlement, or other factors. Damage to fences may allow unwanted trespassing into the basin areas. Deterioration of outflow structures may cause a basin failure to occur and result in property damage downstream due to all of the above concerns. Any observed deficiencies must be reported and corrected immediately upon discovery. Other minor items, such as displacement of rip-rap, deterioration of low flow channels, etc., should also be noted and repaired in a timely fashion.

Bridlewood Homeowners Association, Inc.

Section 2

Declaration of Restrictive and Protective Covenants, Easements, Conditions, Charges and Liens

THIS DECLARATION is made on October 1, 1997, by R.J.P. BUILDERS, INC., a New Jersey Corporation, whose mailing address is P.O. Box 597, Sewell, New Jersey, 08080 (hereinafter referred to as "Declarant").

WITNESS:

WHEREAS, Declarant is the owner of certain property in the Township of Deptford, County of Gloucester and State of New Jersey, which is more particularly described and designated on plans entitled **"Plan of Lots, Bridlewood",** dated May 5, 1997, prepared by Adams, Rehmann & Heggan Associates Inc., Richard A. Heggan, P.L.S., License #27497, and filed on February 11, 1998, in the office of the Gloucester County Clerk as Map No. 2912 (hereinafter referred to as the "Final Map"), which includes Wetlands and Easements (hereinafter defined), which plan is attached hereto as Exhibit "A" and made a part hereof; and

WHEREAS, the property owned by Declarant is presently designated on the Deptford Tax Map as Block 399.10, Lots 1 through 44; Block 399.11, Lots 1 through 49; Block 399.12, Lots 1 through 27; Block 399.13, Lots 1 through 23; and Block 399.14, Lots 1 through 4 (formerly Block 399, Lot 10); and

WHEREAS, Declarant proposes to develop an age-restricted, residential community upon said property which is to be known as Bridlewood Estates, and is intended to contain one hundred forty-eight (148) detached, single family, age-restricted residences, together with streets, a detention basin and other structures for the benefit of Bridlewood Estates and its residents; and

WHEREAS, Declarant has received final site plan approval for the age-restricted, residential community known as Bridlewood Estates. The development will be constructed in three phases. Phase 1 will consist of forty-seven (47) residential lots, on (1) detention basin lot and a community center lot. The community center will be built by the Developer, and the lot shall be conveyed to Deptford Township upon completion (residents of Bridlewood Estates will have non-exclusive use of this facility). Phase 2 will

consist of sixty (60) residential lots. Phase 3 will consist of forty-one (41) residential lots; and

WHERAS, Declarant desires to provide for the preservation and maintenance of the aforesaid property, including the Common Area and Common Easements;

NOW, THEREFORE, the Declarant hereby declares that all of the property described in Exhibits “B-1” and “B-2” and shown on the Final Plan (Exhibit “A”) shall be held, sold, conveyed, leased, mortgaged, aliened or transferred subject to the following easements, restrictions, covenants and conditions, all of which shall run with the land.

Note: Maps are on file.

ARTICLE I
DEFINITIONS

Section 1. Definitions. The following words and terms when used in this Declaration or any statement thereto, shall have the following meanings unless the context clearly shall indicate otherwise:

(a) "Annual Assessments" shall mean and refer to those fees or charges levied by the Association upon the Owners of lots for the purpose of adequately meeting Common Expenses.

(b) "Association" shall mean and refer to Bridlewood Homeowners Association, Inc., a New Jersey non-profit corporation, its successors and assigns. Enclosed are the Association's By-Laws.

(c) "Common Area" shall mean and refer to the detention basin property owned by the Association.

(d) "Common Easements" shall mean all easements for the installation and maintenance of utilities, drainage easements facilities, landscaping, storm sewer, potable water, and sanitary sewer as shown on the Filed Map and common drainage easements between Homeowners for the following Blocks and Lots, as Grantors, and the Association, as Grantee: Block 399.13, Lot 3, 4, and 5 and running along Trellis Lane, and Block 399.13, Lots 22, 21, and 20 and running along Flagstone Way.
***(d) Amendment #11 Approved and Recorded on Jan. 24, 2005.**

(e) "Common Expenses" shall mean and refer to all those costs and expenses which are incurred by the Association in fulfilling its lawful responsibilities, including, without limitation, those necessary for the improvement and maintenance of the Common Area and Common Easements and for the promotion and maintenance of the health, safety and welfare of the

residents of the Properties.

(f) "Declarant" shall mean and refer to R.J.P. Builders, Inc., a New Jersey Corporation, its successors and assigns.

(g) "Living Unit" shall mean and refer to all or any portion of a building situated upon the Properties designed and intended for use as a residence.

(h) "Lot" shall mean and refer to any individual lot or plot of land shown upon the Final Map, together with improvements constructed thereon, but excepting therefrom the Common Area.

(i) "Maintenance" shall mean the exercise of reasonable care to keep buildings, roads, walkways, landscaping, berms, lighting, signs, refuse receptacles and other related improvements and fixtures in a condition comparable to their original condition, normal wear and tear excepted.

(j) "Member" shall mean and refer to all Owners who, as hereinafter provided, automatically become members of the Association.

(k) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot situated upon the Properties, but excluding those having such interests merely as security for the performance of an obligation.

(l) "Properties" shall mean and refer to that certain real property more particularly described in Exhibit "A" annexed hereto, including any Common Area conveyed to the Association.

(m) "Special Assessments" shall mean and refer to those fees or charges levied by the Association upon the Owner of a Lot for

the purpose of capital improvements or any other expenditure which the Association's Board of Trustees deems appropriate.

ARTICLE II
PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Property Subject to Declaration. All Properties, as more particularly described in Exhibit "A" attached hereto, including, without limitation, every Lot and the Common Area and Common Easements now or hereafter established, are and shall be, held, transferred, sold, conveyed, leased and occupied subject to this Declaration and all amendments thereto.

ARTICLE III
PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a non-exclusive right and easement of use and enjoyment in and to the Common Area, which shall be appurtenant to and shall pass with the title to every Lot, which right and easement shall be subject to the following provisions:

(a) The right of the Declarant to convey, dedicate, grant or transfer those portions of the Common Area and Common Easements or other facilities pursuant to the requirements of the preliminary and final approvals of the Planning Board of the Township of Deptford;

(b) The right of the Declarant to amend this Declaration pursuant to Article IX, Section 3 hereof;

(c) The right of the Association to suspend the voting rights of an Owner and the right of an Owner to use the Common Area for any period during which there is any unpaid assessment against his Lot; and for the period not to exceed thirty (30) days for any infraction of its published rules and regulations after hearing by the Board of Trustees of the Association;

(d) The right of the Declarant and/or Association to dedicate, grant, reserve or transfer all or any part of the Common Area or Common Easements to any public agency, authority or utility for any purpose, including but not limited to the purpose of installing, maintaining, repairing, replacing and inspecting all lines and appurtenances for water, sewer, drainage, fuel oil, gas and other utilities, with the right of the Grantees to have access over and across such portions of the Common Area and Common Easements consistent with the full exercise of such grants;

(e) The right of the Declarant and/or Association to borrow money for the purpose of improving the Common Area and Common Easements and, in furtherance thereof, to mortgage the Common Area;

(f) The right of the Declarant and/or Association to take such steps as are reasonably necessary to protect its property against foreclosure;

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

(h) A blanket and non-exclusive easement which will expire upon the completion of all improvements on the Properties by the Declarant and the sale of all Lots by the Declarant, in, upon, through and over the Common Area and Common Easements for the purpose of construction, installation, maintenance and repair of any improvements of the Lots, Common Area or Common Easements, which easements shall be for the benefit of the Declarants, their

employees and agents, engaged in the construction, development and sale of Living Units on the Properties;

(i) A blanket, perpetual and non-exclusive easement of unobstructed ingress and egress in, upon, over, across and through the Common Area and Common Easements to the Township of Deptford, the Association, and their respective officers, agents and employees and to all policemen, firemen, ambulance personnel and postal employees in the proper performance of their respective duties;

(j) The right of the Declarant and/or Association to grant any part of the Properties as a Common Easement;

(k) The right of the holder of any mortgage on any Lot or Living Unit or on the Common Area to enter same for the purposes of inspection.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws of the Association, his right to use and enjoyment of the Common Area and Common Easements to members of his family, his tenants or contract purchasers who reside on the Lot of such Owner.

Section 3. Title to Common Area. Declarant may retain legal title to the Common Area until such time as it has completed improvements thereon and until such time as, in the opinion of the Declarant, the Association is able to maintain the same, but, despite any provision herein to the contrary, Declarant hereby covenants that it shall convey the Common Area to the Association at such time when Declarant owns less than seventy-five percent (75%) of the Lots. Such conveyance shall proscribe future development of the Common Area inconsistent with this Declaration so long as this Declaration remains in effect. The conveyance shall be made free and clear of the lien of any mortgage.

Section 4. Rights of Mortgagees. The rights and easements of use and enjoyment created hereby shall be subject to the right of Declarant and of the Association, in accordance with its Certificate of Incorporation and By-Laws, to borrow money for, among other things, the purpose of improving the Common Area an in aid thereof to mortgage the Common Area and

such of the Properties as it owns. In the event of a default upon any such mortgage, among any other rights it may possess, the Lender shall have the right, after taking possession of the Common Area, to charge admission and other fees as a condition to continued employment of the Common Area by the Members until the mortgage debt is satisfied, whereupon the possession of the Common Are shall be returned to the Association and all rights of the Association and Members shall be fully restored.

Section 5. Sale, Lease or Other Disposition of Living Units or Lots. Each Unit Owner shall have the right to sell or lease his Living Unit or Lot to whomever he shall so desire, except as limited herein. An Owner intending to sell his Lot shall give written notice to the Association of such intention to sell at least thirty (30) business days prior to the transfer of title, stating the name and address of the new owner. An Owner may lease his Living Unit for a term of six (6) months or longer, provided that he gives written notice of such proposed lease to the Association along with a copy of the lease and proof that at least one of the lessees meets the age requirements. Such notice shall state the Owner's new address. Any tenant shall be subject to and governed by all provisions of this Declaration, the By-Laws of the Association, and any rules or regulations promulgated pursuant thereto, and provided further that any failure of the tenant to fully comply with the terms and conditions of the Declaration, the By-Laws of the Association, or any such rules or regulations, shall constitute a default under the lease. These provisions on leasing shall not apply to Living Units owned by the Declarant, and the Declarant shall have the right to lease each Living Unit for such term and subject to such provisions as Declarant, in its sole discretion, shall determine.
Note: See Article VII Section 1 u 1&2 for age restrictions.

In the event a tenant of a Living Unit fails to comply with the provisions of this Declaration, the By-Laws of the Association or any rules or regulations promulgated thereunder, then, in addition to all other remedies which it may have, the Association shall notify the Owner of such violation(s) and demand that the same be remedied through the Owner's efforts within thirty (30) days after such notice. If such violation(s) is not remedied within said thirty (30) day period, then the Owner shall immediately thereafter, at his own costs and expense, institute and

diligently prosecute an eviction action against his tenant on account of such violation(s). Such action shall not be compromised or settled without the prior written consent of the Association. In the event the Owner fails to fulfill the foregoing obligations, then the Board of Trustees shall have the right, but not the duty, to institute and prosecute such action as attorney-in-fact for the Owner and at the Owner's sole cost and expense, including all legal fees incurred. Said cost and expense shall be deemed to constitute a lien on the particular Lot involved, and the collection thereof may be enforced by the Board of Trustees in the same manner as such Board is entitled to enforce collection of Assessments. By acceptance of a deed to any Lot, each and Every Owner does thereby automatically and irrevocably name, constitute, appoint and confirm the Board of Trustees of the Association as his attorney-in-fact for the purposes described in this Section.

Section 6. Condemnation of Common Area. If any part of the Common Area shall be taken by eminent domain, any damages for the taking shall be collected by, and belong to, the Association. All or any portion of a condemnation award may be applied by the Board of Trustees of the Association, in its sole discretion, toward the repair or restoration of any affected portion of the Common Area. If any excess condemnation proceeds remain after any such repair or restoration or otherwise, the Board of Trustees of the Association in its sole discretion, may either (i) distribute such excess condemnation proceeds, pro rata, to all Owners or (ii) maintain or otherwise keep such excess proceeds for application against future costs and expenses incurred by the Association in the fulfillment of its responsibilities in which latter case such excess condemnation proceeds shall be taken into account in the preparation of the next ensuing budget prepared on behalf of the Association.

ARTICLE IV
MEMBERSHIP AND VOTING RIGHTS

Section 1. Association and Membership. Every Owner of a Lot shall be a Member of the Association and such membership shall be appurtenant to and shall not be separated from ownership of such Lot.

Section 2. Voting Membership. The Association shall have one (1) class voting membership:

(a) Members shall be all Owners, including the Declarant, and each shall be entitled to one (1) vote for each Lot owned. When more than one person holds any interest in any Lot, the vote for such Lot shall be exercised by the Owners as they, among themselves, determine, but in no event shall more than one (1) vote be cast with respect to any one Lot.

(b) Within sixty (60) days after conveyance of twenty-five percent (25%) of the Units, not less than twenty-five percent (25%) of the members of the Board of Trustees shall be elected by the Members other than the Declarant.

(c) Within sixty (60) days after conveyance of fifty percent (50%) of the Units, not less then forty percent (40%) of the members of the Board of Trustees shall be elected by the Members other than the Declarant.

(d) Within sixty (60) days after conveyance of seventy-five percent (75%) of the Units, the Declarant's control of the Board of Trustees shall terminate, at which time the Members other than the Declarant shall elect the entire Board of Trustees.

(e) Despite (b), (c) and (d) above, the Declarant may appoint one (1) member of the Board of Trustees so long as there are any Units remaining unsold in the regular course of business.

Section 3. Powers of Board of Trustees. The Board of Trustees of the Association are hereby vested with the rights, powers, privileges and duties necessary to or incidental to the proper administration of the Association, including those rights, powers, privileges and duties expressly stated in this Declaration, the Association's By-Laws and the Association's Certificate of Incorporation.

The Board of Trustees of the Association shall have the power to make such rules and regulations as may be necessary to carry out the intent of this Declaration, the Association's By-Laws and the Association's Certificate of Incorporation and shall have the right to bring lawsuits to enforce the rules and regulations so promulgated. The Board shall further have the right to levy fines for violations of this Declaration, the By-Laws and the Certificate of Incorporation, provided that the fine for a single violation may not, under any circumstances, exceed fifty dollars ($50.00). Each day that a violation continues after receipt of notice by the Owner may be considered as a separate violation. Any fines so levied shall be considered as a Common Expense to be levied against the particular Owner involved, and collection may be enforced by the Board in the same manner as the Board is entitled to enforce collection of Annual or Special Assessments.

ARTICLE V
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Except as otherwise provided herein, each Owner by acceptance of Deed or other conveyance of a Lot, 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 such sums by way of initial working capital, Annual or Special Assessments or charges as hereinafter more particularly described. At the time of acquiring title to a lot from the Declarant or any subsequent Owner, each Owner acquiring such title shall pay the Association an amount equal to Five Hundred Dollars ($500.00), which shall be non-refundable, or any subsequent amount determined by the Association to provide for the initial working capital for maintaining the Association. This amount is subject to review and adjustment solely by a vote of the Board of Trustees. The aforementioned payment shall in no way be considered a prepayment of the Annual Assessment fee. Each such assessment, together with such interest thereon and cost of collection thereof, including reasonable attorney's fees, shall be a continuing lien upon the Lot against which such assessment is made and shall also be the personal obligation of the Owner of such Lot at the time when the assessment fell due. The obligation for delinquent assessments shall pass to the Owner's successors in title, said assessments being a charge against

the Lot in favor of the Association. The Association shall issue to every Owner or mortgage, upon his request, a statement of such amounts due. A person other than an Owner may rely upon such statement and his 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 Lot following a mortgage foreclosure sale, provided the Association has been joined as a party to the foreclosure suit. Such unpaid share of assessments shall be deemed to be expenses collectible from the remaining Owners, including the acquirer at the foreclosure sale. However, assessments falling due subsequent to a foreclosure sale shall become liens on the Lot as aforesaid.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purposes set forth in the Municipal Land Use Law and for the purpose of promoting the health, safety and welfare of the residents of the Properties and, in particular, for the improvement and maintenance of properties, services and facilities devoted to the purpose and related to the use and enjoyment of the Common Area and Common Easements and of the Living Units (See Article VI, Section 1), including but not limited to the following;

(a) The payment of Common Area taxes;

(b) The payment of Common Area and Common Easement insurance including comprehensive general and public liability insurance;

(c) The payment of costs and expenses incurred by the Association in fulfilling its obligations set forth in Article VI;

(d) Compliance with ordinances, regulations, government rules and regulations affecting portions of the Properties for which the Association is responsible;

(e) Supervision and management costs for any activities or obligations of the Association;

(f) Satisfaction of any obligations of the Association set forth in the Declaration, the Certificate in Incorporation of the Association or the

By-Laws of the Association;

(g) Landscaping services for mowing of Owners' lawns and the Common Area; and

(h) Compliance with the Detention Basin Maintenance Plan

(i) Maintenance of the Common Area.

Section 3. Annual Assessments. The amount of the Annual Assessments shall be fixed by the Board of Trustees of the Association on an annual basis in a sum sufficient to meet the Common Expenses and shall be prepared and published by October 15th of each year. Each Lot, appurtenant to which is a voting right, shall be treated equally with regard to Annual Assessments, and each such Lot shall bear a pro rata portion of the total Annual Assessments. In the year of conveyance of a Lot by Declaration to a Lot Owner, such Lot shall be liable for a pro rata portion of the Annual Assessments. The amount of the Annual Assessments may be changed from time to time by action of the Board of Trustees, as circumstances warrant.

Section 4. Date of Commencement of Assessments; Due Dates. Annual and Special Assessments provided for herein shall be pro rated for payment by Owners on a monthly basis or on such other basis as determined by the Association. The Annual Assessment shall commence as to each Lot on the first day of the month following the conveyance of said Lot by the Declarant to the Owner. The first Annual Assessment shall be adjusted according to the number of months remaining in the calendar year. Written notice of the Annual Assessment shall be sent to every Owner subject thereto. The due dates for payment shall be established by the Board of Trustees.

Section 5. Special Assessments. In addition to the Annual Assessments authorized above, the Board of Trustees of the Association may levy, in any assessment year, a Special Assessment applicable to that year 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 Area or Common Easements, including fixtures and personal property related thereto, or for any other purpose established by the Board, provided that before the Board levies such Special Assessment it shall have the vote or written assent of fifty-one percent (51%) of the Members. All Lots shall bear a pro rata share of such Special Assessments. While the Declarant maintains a majority of the Board of Trustees, it shall make no additions, alterations, improvements or purchases not contemplated in the Public Offering Statement which would necessitate a special assessment or a substantial increase in the annual assessment unless required by a government agency, title insurance company, mortgage lender or in the event of an emergency.

In order to implement effective insect and woods control, the Declarant and/or Association, its contractors, licensees, agents, successors and assigns, are hereby given the right, after ten (10) days written notice to the Owner of any Lot, to enter upon said lot, such entry to be made by personnel with tractors, trucks or other suitable devices, for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds or other unsightly growth which, in the reasonable opinion of the Declarant and/or Association, detracts from the overall aesthetic setting or safety of the area. Such entrance for the purposes described herein shall not be deemed a trespass. The Declarant and/or Association, its contractors, licensees, agents, successors or assigns, may also enter upon such land to remove trash which has collected on such lot. These provisions shall not be construed as an obligation on the part of the Declarant and/or Association to mow, clear, cut or prune any Lot, nor to provide insect or woods control or trash or garbage removal services. The cost of any work done or service rendered to any lot shall be assessed against the lot and shall be a lien thereon by special assessment as provided for this Declaration.

Section 6. Computation of Assessment. Annual, Special and Maintenance Assessments shall be computed by dividing the total number of Lots (148) into the total assessment calculated pursuant to Sections 3 and 5 of this Article, as the case may be; the quotient thereby arrived at shall be the assessment each Lot Owner shall pay pursuant to the terms of this Declaration. All assessments must be fixed at a uniform rate for all 148 Lots.

Section 7. Effect of Non-Payment of Assessments; Remedies of the Association. If an owner shall default in the payment of any Annual, Special or Maintenance Assessment, the Treasurer will notify the owner who is late with their payment.

The first notice will be by telephone, if at all possible, in the form of a reminder and will be made after being late for seven (7) calendar days.

The second notice will be in writing and mailed by registered or certified mail after fourteen (14) days, stating that the assessment is due and interest is now being charged at the rate of one and one-half percent (1.5%) per month from the original due date until payment is received.

Any assessment not paid within thirty (30) days after the due date shall be delinquent. Upon resolution of the Board, the Association may file a lien against the Lot and/or bring an action at law against the owner personally obligated to pay the same and/or bring an action to foreclose the lien against the Lot. There shall be added to the delinquent amount any charges, cost of collection, including without limitation, cost of preparing and filing the Complaint in such action and cost of preparing and filing the lien, interest as set forth above and reasonable attorney's fees**. **These fees shall include post-judgment fees, including with limitation, post-judgment costs and post-judgment reasonable attorney's fees (whether hourly or contingent) incurred in connection with efforts to collect on Judgments entered against the owner.** In the case of joint ownership all co-owners shall be jointly and severally liable. The Association may notify the mortgagee of the Lot affected of such default if such mortgagee has requested such notice from the Association in writing. No owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Area of Common Easements or abandonment of his Lot, nor shall the suspension of the voting or other rights of an owner given the failure to pay any Assessment or an infraction of any rules and regulations promulgated by the Association constitute a waiver or discharge of such Owner's obligations to pay any and all outstanding Assessments. Liens for unpaid assessments, including interest thereon, costs of collection and attorney's fees, may be foreclosed by suit and

brought in the name of the Association in the same manner as a foreclosure of a mortgage on real property. The right of the Association to foreclose the lien shall be in addition to any other remedy which may be available to it at law or in equity, including the right (without thereby waiving the lien) to proceed personally against the delinquent owner for the recovery of a personal judgment.

***Section 7. Amendment #4 Approved on September 23, 2003 and Recorded on October 27, 2003.**

****Section 7. Amendment #13 Approved on January 4, 2016 and Recorded on January 7, 2016.**

Section 8. Subordination of the Lien to Mortgages. The lien of the Assessments provided for herein shall be subordinate to the lien of the first mortgage upon any Lot and to any other liens, including municipal tax liens, which are superior as matter of law. The sale or transfer of any Lot shall not affect the Assessment lien. However, the sale or transfer of any Lot pursuant to a mortgage foreclosure sale, or any proceeding in lieu thereof shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any Assessment thereafter becoming due or from the lien thereof.

ARTICLE VI
MAINTENANCE, UTILITIES AND REPAIRS

Section 1. Responsibilities of the Association.

The Association shall only be responsible for the following items of maintenance, repair, and/or replacement and service.

(a) landscaping and upkeep of the common area and common easements;

(b) The installation and maintenance of all walkways and signs located on, and intended to service, the common area and common

easements;

(c) Mowing of lawns on a regular basis as determined by the Association, and sidewalk and driveway snow removal as required and determined by the Association;

(d) Basin maintenance as set forth in the Detention Basin Maintenance Plan.

Despite anything herein to the contrary, the Association shall not be responsible for the maintenance, repair, replacement, and/or improvement of any portion of the common area, if any, or for the maintenance of utility services, if such portions of the common area or facilities have been dedicated to and accepted by the Township of Deptford or any other governmental entity or municipal or public or private utility or such obligations of maintenance, repair and improvement are otherwise the responsibility of such Township or any other governmental entity or municipal or public or private utility.

*** Section 1. Amendment #5 Approved and Recorded on Oct. 27, 2003**

ARTICLE VII
PROTECTIVE COVENANTS

Section 1. Restrictions on Use of Lots. The following restrictions are imposed as a common scheme upon all Lots:

(a) An Owner may not erect a wall, hedge or fence of any nature or material, including but not limited to a "living fence" consisting of any type of shrubs planted in a row which would serve as a divider between Lots, nor may he/she make any planting along the border of a neighboring Lot.

***Section 1. Amendment #1 Approved and Recorded on Aug. 14, 2001**

(b) No tank for storage of gas or liquids may be maintained on any Lot unless reasonable safety precautions are taken, and such tanks are hidden from external view of any other Lot;

(c) No animals, livestock or poultry of any kind shall be raised, bred or kept in any Living Unit or 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;

(d) No garbage, refuse, rubbish or cutting shall be deposited on any Lot, street, sidewalk or parking area but shall be transported by the Owner to the sanitation area designated by the Association;

(e) No commercial or other non-passenger vehicle of any type and no unlicensed motor vehicles of any type shall be permitted on the Common Area, other than as may be used by the Declarant, its employees or agents, in conjunction with building operations;

(f) Motor vehicles shall be parked only in areas provided for that purpose. The parking facilities shall not be used for any other purpose. The Owners, their employees, servants, agents, visitors, licensees and the Owner's families will obey traffic regulations promulgated in the future for the safety, comfort and convenience of the Owners;

(g) "No boats, trailers, commercial vehicles (whether or not registered as such), mobile homes, motor homes or campers shall be maintained or parked on any individual lot, driveway, Common Area or street of Bridlewood, unless parked in a garage and in accordance with municipal regulations.
***(g) Amendment #3 Approved on August 14, 2001 and Recorded on Aug. 17, 2001**

(h) No radio, television or other tower, pole or antenna or similar structure shall be erected on any part of any Lot covered hereby, except that a radio or television mast or antenna may be placed upon the roof or other part of any dwelling for the reception or transmission of radio or television, provided it does not protrude more than five (5) feet above the highest part of said roof. A "dish" may be installed, if and only if, such "dish" is properly shielded from

public view and complies with all municipal ordinances and regulations.

(i) No noxious, unsightly or offensive activity, including vehicle repairs, shall be conducted on a Lot or Common Area, nor shall anything be permitted to be done thereon which may be or may become an annoyance or nuisance to the Owners or residents of other Lots;

(j) No sign, flag, banner, pennant, or comparable object of any kind shall be displayed to the public view on any Lot except:

(1) One (1) sign of not more than six (6) square feet advertising the property for sale or rent; and
(2) One (1) sign identifying a contractor who is currently working on a property may be displayed of not more than three (3) square feet, during the work and up to (1) week after the contractor's services have been completed. Such a sign must be placed only in the garden area within 4 feet of the house foundation; or
(3) One (1) sign in the nature of a holiday greeting, garden flag, or a political sign. Political signs shall be restricted to a period of not more than sixty (60) days prior to an election (Federal, State or Local) and removed no more than one (1) week after voting has occurred. Such a sign must be placed only in the garden area within 4 feet of the house foundation.
(4) In addition to the above, each house may also have one (1) flag of not more than 3 feet by 5 feet attached to the front of the house. Said flag may be an official flag of the United States or any State thereof, a sports team flag, or a holiday/seasonal flag. No flagpoles may be placed into the ground, either permanent or removable. If an official flag of the United States thereof is displayed, a second flag of the type set forth hereinabove may be displayed with the same restrictions as to size and location. If the flag is a political flag, it must meet similar restrictions as a political sign and be displayed not more than sixty (60) days before an election and must be removed within one (1) week after voting has occurred.

(5) The display of any signs, flags, banners, pennants or comparable objects, whether political in nature or otherwise, that reasonably offends other members of the Association are outright prohibited. This includes, but is not limited to, display of any signs, flags, banners, pennants, or comparable objects, that relate to, support, promote or demonstrate bias and/or discrimination on the basis of race, religion, national origin, sexual orientation or other characteristics. By further example, display of the Confederate flag, Nazi flag, or other symbols of hate are prohibited as inherently offensive. The Board reserves the right to determine the nature and extent of the offending object, considering the diversity of the members of the Association. Such determination shall be subject to petition for approval by the member and appeal process, as warranted.

(6) For purposes of defining an "official flag of the United States" reference is made to the present official flag, consisting of fifty (50) white stars on a blue background with interchanging seven (7) red stripes and six (6) white stripes, or any of the preceding twenty-six flags symbolizing the growth of the United States. Any other flag shall not be considered an official flag of the United States but may be displayed pursuant to the provisions set forth hereinabove and subject to consideration as to offending nature.

***(j) Amendment #15 Approved on January 31, 2022 and Recorded on December 6, 2023**

(k) "No building or structure shall be erected on a Lot, nor shall any alteration of or addition to the exterior of a Living Unit (home) be made without explicit written approval of the Architectural Review Board.

***(k) Amendment #2 Approved on August 14, 2001 and Recorded on Aug. 17, 2001**

(l) No Owner shall bring any action for partition or division of the Common Area;

(m) No Owner shall lease, sell or otherwise transfer his Lot or Living Unit without first complying with the provisions of Article III, Section 5 of this Declaration;

(n) No structure of a temporary character shall be permitted on any Lot or on the Common Area unless approved by the proper municipal authorities;

(o) No Living Unit shall be used except for residential purposes or accessory use as permitted by the applicable Ordinance of the Township of Deptford;

(p) No fences of any kind or nature shall be installed, including electric fences.

(q) No above-ground, or in-ground, swimming pools or hot tubs shall be permitted;

(r) As a condition of the Zoning Board approval for Bridlewood Estates, no residential Lot shall be subdivided;

(s) As a condition of the Zoning Board approval for Bridlewood Estates, no zoning variances will be granted by the Deptford Township Zoning Board for any purpose whatsoever.

(t) The following language shall be added to Deeds for Lots with reverse frontage on Tanyard and Bankbridge Roads:

Said property is hereby conveyed UNDER AND SUBJECT to the following restriction which shall run with the land:

There shall not be permitted on any of the land herein conveyed any access to Tanyard Road and/or Bankbridge Road for ingress and egress. Access shall be by the proposed development roads only.

(u) No residence structure or any portion of the described premises and lands shall be occupied by any person under the age of fifty-five (55)

years, with the following exceptions, it being the intention of R.J.P. Builders, Inc. and the Owners and residents of Bridlewood Estates to maintain the said lands and premises as an age-restricted community for adults of or approaching retirement age and who mutually desire the solitude, security, environment and financial stability afforded by a community oriented and restricted by age. Consistent, however, with such age restrictions, the following exceptions shall apply:

(1) A husband, wife, or partner under the age of fifty-five (55) years may reside with his or her spouse/partner, provided the owner spouse/partner is of the age of fifty-five (55) years or older; and
(2) A child or children may reside with their parent or parents if said child or children is/are over the age of eighteen (18) years, provided that one of the parents with whom the child or children is/are residing is fifty-five (55) years of age or older.

(v) Nothing herein shall be construed to prohibit the reasonable adaptation of any Unit for handicapped use.

Full-time occupancy in any event shall be limited to not more than four (4) eligible occupants to each residential unit. Despite the provisions of this paragraph, however, residents of dwelling units on said lands and premises shall be permitted to entertain guests of any age upon said lands and premises, including the temporary residency therein, of such guests for a period not in excess of six (6) months.

ARTICLE VIII
SERVICE ENTRANCE LINES

Section 1. Service Entrance Lines; Cooperation. By acceptance of the Deeds to their respective Lots, the Owners of such Lots shall agree to cooperate fully with the utility companies concerned therewith for all maintenance, repair and other measures as may be necessary to provide adequate and proper service to the Owners served thereby.

ARTICLE IX
GENERAL, PROVISIONS

Section 1. Enforcement. The Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by 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.

***If there is a violation of the Governing Documents such that the Association has to enforce same, the Association has the right to collect reasonable attorney's fees, (whether hourly or contingent) and costs incurred in the enforcement of the Governing Documents. These shall include post-judgment fees, including without limitation, post-judgment costs and post-judgment reasonable attorney's fees (whether hourly or contingent) incurred in connection with efforts to collect on judgments entered against the owner for violation of the Governing Documents.**

In the event that the Common Area or the Common Easements are not being maintained in reasonable order and condition, then the Township of Deptford shall have the right, but not the obligation, to enter upon the Common Area or Common Easements and perform such maintenance or repair if, after 30 days written notice, the Owners fail to take such action. In such event, any and all costs incurred by Township of Deptford in connection with the enforcement of this provision shall be repaid to the Borough by owners immediately upon written demand, which cost shall include but not be limited to the actual maintenance expenses, reasonable attorney's fees, reasonable engineering fees and other administrative costs incurred by the Township of Deptford. Such payment shall be assessed pro rata against each of the Owners and shall be a lien and tax on the Lots and be added to an be part of the taxes to be levied and assessed thereon and enforced and collected with interest by the same officers in the same manner as other taxes. This provision may not be amended or modified without the expressed written consent of the Township of Deptford.
***Section 1. Amendment #14 Approved on January 4, 2016 and Recorded on January 7, 2016.**

Section 2. Severability. The invalidation of any one of these covenants or restrictions by judgment or Court order shall in no way affect the validity or enforceability of any other provision set forth herein, which shall remain in full force and effect.

Section 3. Amendment. The Declaration shall run with and bind the Properties for a term of forty (40) years from the date this Declaration is recorded, after which time this Declaration shall be automatically extended for successive periods of ten (10) years. Subject to Article IX, Section 5 of this Declaration, the Declaration may be amended only by the affirmative vote of not less than sixty-seven percent (67%) of the votes of the Members of the Association as calculated pursuant to the formula set forth in Article IV. All amendments must be recorded.

Section 4. Reservation by Declarant Regarding Improvements. Declarant reserves the right prior to any conveyance of title to the Common Area or any Lot described on the Final Map to determine, in Declarant's sole discretion, the type of improvement(s) to be constructed upon the Common Area (or any portion thereof) and/or an such Lot; provided, however, that any such improvement(s) shall comply with the requirements of any governmental authorities having jurisdiction over the Common Area and/or such Lot. Declarant further reserves the right, prior to the conveyance of the Common Area and/or any such Lot, to apply for and obtain additional governmental approvals affecting the Common Area and/or any such Lot, including, but not limited to, modifications of, supplements to, and amendments of prior approvals. The Declarant shall not be permitted to cast any votes held by it for unsold lots, parcels, units or interests for the purpose of amending the master deed, by-laws or any other document for the purpose of changing the permitted use of a lot, parcel, unit or interest, or for the purpose of reducing the Common Area or facilities.

Section 5. Rights of Declarant. Despite anything herein to the contrary, so long as the Declarant shall own at least one (1) Living Unit:

(a) The Declarant shall have the right to transact any business on the Properties in connection with the sales promotion and exhibition

of Living Units and the consummation of sales of Living Units, including, but not limited to, the right to maintain models, maintain signs identifying the Properties and advertising the sale of Living Units, maintain employees in any sales offices on the Properties, use the Common Area and show Living Units for sale or lease;

(b) So long as the Declarant shall own at least one Lot which is being offered for sale in the normal course of business, no amendment to the Certificate of Incorporation, By-Laws or any Rules or Regulations of the Association shall be adopted by the Association or the other Owners without the prior written consent of the Declarant, including without limitation any By-Law, Rule or Regulation interfering with or restricting the Declarant's use of Living Units owned by it as model units for sales promotion and exhibition; and

(c) Any or all rights conferred upon the Declarant under this Declaration may be exercised at Declarant's option by any person or entity selling Living Units.

Section 6. Changes in Documents; Power of Attorney. A bank, mortgage banker or other institutional lender designated by the Declarants to make mortgage loans on the Properties or any portion thereof, or any entity, such as the Federal National Mortgage Association, which acquires or underwrites mortgage loans, or any governmental agency having regulatory jurisdiction over the Properties or the Association, or any title insurance company selected by Declarants to insure title to any Lot(s) or a portion of the Properties, may subsequently require other agreements, or amendments or supplements to this Declaration, the Certification of Incorporation of the Association or the By-Laws or the Association. The Declarants hereby reserve for themselves, their successors and assigns, for a period of five (5) years from the date the first Living Unit is conveyed to an individual purchaser, the right to execute on behalf of all contract purchasers, Owners, mortgages, other lien holders or parties claiming a legal or equitable interest in the Properties or any portion thereof, any such agreements, and any such amendments or supplements to the above-

described documents as may be required by any such lender, entity, governmental agency or title insurance company; provided, however, that no such agreement, amendment or supplement which (i) substantially increases the financial obligations of an Owner, or reserves any special additional privileges to the Declarants, shall be made without the prior written consent of the Owner and his mortgagee or (ii) adversely affects the priority or validity of a purchase money lien on a Living Unit sold hereunder shall be made without the prior written consent of the mortgagee or any institutional lender holding a first mortgage on such Living Unit.

By acceptance of a deed to any Lot or by the acceptance of any other legal or equitable interest in the Properties or any portion thereof, each and every contract purchaser, Owner or occupant, and the holder of any mortgage or other lien, does automatically and irrevocably name, constitute, appoint and confirm that (i) the Declarant, its successors and assigns, as attorney-in-fact for the purpose of executing any amended Declaration and any other instrument(s) necessary to effect any of the foregoing provisions of this Section 6 and (ii) the Association as attorney-in-fact to acquire title to or lease any Living Unit whose owner desires to surrender, sell or lease the same, in the name of the Association or its designees, corporate or otherwise, on behalf of all Owners and to convey, sell, lease, mortgage (but not to vote the votes appurtenant thereto) or otherwise dispose of any such Living Unit so acquired or to sublease any Living Unit so lease by the Association.

The powers of attorney aforesaid are expressly declared and acknowledged to be coupled with an interest in the subject matter hereof and the same shall run with the title to any and all Lots and Living Units and be binding upon the heirs, personal representatives, successors and assigns of any of the foregoing parties. Further, said powers of attorney shall not be affected by the death or disability of any principal and are intended to deliver all right, title and interest of the principal in and to said powers.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused this instrument to be properly executed the day and year first above written.

Bridlewood Homeowners Association, Inc.

Section 3

By-Laws

BY-LAWS OF
BRIDLEWOOD HOMEOWNERS ASSOCIATION, INC.

ARTICLE I
Name and Location

Section 1. Name; Office. The name of the corporation is Bridlewood Homeowners Association, Inc. (hereinafter referred to as the "Association"). The principal office initially shall be located at 410 Ambro Drive, Pitman, New Jersey, 08071.

ARTICLE II
Definitions

Section 1. Definitions. The following words and terms, when used in these By-Laws or any amendment thereafter, shall have the following meanings unless the context clearly shall indicate otherwise:

a) "Annual Assessments" shall mean and refer to those fees or charges levied by the Association upon the Owners of Lots for the purpose of adequately meeting Common Expenses.

b) "Association" shall mean refer to Bridlewood Homeowners Association, Inc., a New Jersey non-profit corporation, its successors and assigns.

c) "Common Area" shall mean and refer to all real property owned by the Association for the common use and enjoyment of the Owners, and shall include all improvements on such property. The Common Area is ore particularly described in Exhibit "B-2" to the Declaration.

d) "Common Easements" shall mean easements inuring to the benefit of all owners and invitees and licensees, which may also be used by the utility companies and the Association for the purposes of installation, maintenance and repair of all utility lines

affecting the property and common drainage easements between the Homeowners for the following Blocks and Lots, as Grantors, and the Association, as Grantee: Block 399.13, Lots 3, 4 and 5 and running along Trellis Lane, and Block 399.13 Lots 22, 21 and 20 and running along Flagstone Way.

***Amendment #12 Approved and Recorded on Sept. 28, 2004**

(e) "Common Expenses" shall mean and refers to all those costs and expenses which are incurred by the Association in fulfilling its lawful responsibilities, including, without limitation, those necessary for the improvement and maintenance of the Common Area and for the promotion and maintenance of the recreation, health, safety and welfare of the residents of the Property.

(f) "Declarant" shall mean and refer to R.J.P. Builders, Inc., a New Jersey Corporation, its successors and assigns.

(g) "Declaration" shall mean and refer to the Declaration of Restrictive and Protective Covenants, Easements, Conditions, Charges and Liens for Bridlewood Estates and recorded in the Gloucester County Clerk's Office.

(h) "Living Unit" shall mean and refer to all or any portion of a building situated upon the Property designed and intended for use as a residence.

(i) "Lot" shall mean and refer to any individual lot or plot of land shown upon the Final Map, excepting therefrom the Common Area.

(j) "Member" shall mean and refer to all Owners who, as provided in the Declaration, automatically become members of the Association.

(k) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot situated upon the Property, but excluding those having such interests

merely as security for the performance of an obligation.

(l) "Property" shall mean and refer to that certain real property more particularly described in Exhibit "A" to the Declaration, including the Common Area conveyed to the Association and all other areas within, or which may come within, the jurisdiction of the Association.

(m) "Special Assessments" shall mean and refer to those fees or charges levied by the Association upon the Owner of a Lot for the purpose of capital improvements or any other expenditure which the Association's Board of Trustees deems appropriate.

ARTICLE III
Meetings of Members

Section 1. Annual Meetings. The first annual meeting of the Members shall be held no later than one (1) year from the date of incorporation of the Association of sixty (60) days after twenty-five percent (25%) of the Lots have been transferred from the Declarant, whichever occurs first. Subsequent regular annual meetings of the Members shall be held on August 1st of each year thereafter, at the hour of eight o'clock p.m.; provided, however, that the Board of Trustees shall have the right to adjust the date of future annual meetings to coincide with the anniversary dates of the special meeting referred to in Article IV, Section 1 of these By-Laws. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the president or by the Board of Trustees, or upon written request of Members representing no less than twenty-five percent (25%) of all of the votes of the membership entitled to be cast.

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be give by, or at the direction of, the secretary or person authorized to call the meeting by mailing a copy of such notice, postage

prepaid, at least fifteen (15) days before such meeting to each Member, 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. A copy of the notice shall be filed with the Association secretary or the officer responsible for administering the Association business office.

Section 4. Place of Meetings. Meetings shall be held in Deptford, New Jersey, at such location as specified in the notice of meeting.

Section 5. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, more than thirty percent (30%) of the total votes of the membership entitled to be cast shall constitute a quorum for any action except as otherwise provided in the Certificate of Incorporation, the Declaration of these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have the power to adjourn 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 6. 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.

ARTICLE IV
Board of Trustees; Term of Office

Section 1. Number; Qualification. The affairs of this Association shall be managed by the Board of Trustees comprised of five (5) individuals who must be members of the Association.

Section 2. Term of Office. Trustees shall be elected annually for terms of three (3) years. Trustees shall hold office until their respective successors have been duly elected and qualified.

Section 3. Removal. At any regular or special meeting duly called for that purpose, any one or more members of the Board of Trustees may be removed, with or without cause, by the vote of a majority of the lot owners present at any such meeting, provided a quorum (see Article III Section 5) is present. A successor may then and there be elected to fill the unexpired term of his predecessor in office. Any member whose removal has been proposed by the lot owners shall be given an opportunity to be heard at the meeting at which a vote is to be taken on the issue of his/her removal.
***(Article IV, Sec. 1, 2, 3) Amendment #9 Approved on September 23, 2003 and Recorded on Oct 27, 2003**

Section 4. Vacancies. Vacancies in the Board of Trustees caused by any reason other than removal of a Trustees by vote of the Association shall be filled by a majority of the remaining Board Members, even though they may constitute less than a quorum. Each person so elected shall hold office until a successor is elected and installed at the next annual meeting of the Association.

Section 5. Compensation. No Trustee shall receive compensation for any service he may render to the Association. However, any Trustee may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 6. Action Taken without a Meeting. The Trustees 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 the Trustees, if permitted by law. Any action so approved shall have the same effect as though taken at a meeting of the Trustees.

ARTICLE V
Nomination and Election of Trustees

Section 1. Nomination. Nominations for election to the Board of Trustees shall be a nominating committee. Nominations may also be made from the floor at the annual meeting. The nominating committee shall consist of a chairman, who shall be a member of the Board of Trustees, and two or more members of the Association. The nominating committee shall

be appointed by the Board of Trustees prior to each annual meeting of the members to serve from the close of such meeting, and such appointment shall be announced at each annual meeting. The nominating committee shall make as many nominations for election to the Board of Trustees as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.

Section 2. Election. Election to the Board of Trustees shall be by secret written ballot. At such election the member or their proxies may be cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration Article IV "Membership and Voting Rights" Section 1 and 2. The persons receiving the largest number of votes shall be elected.

***Art V. Amendment #10 Approved on September 23, 2003 and Recorded on Oct 27, 2003**

ARTICLE VI
Meetings of Trustees

Section 1. Organizational Meeting. The first meeting of the Board of Trustees shall be held within ten (10) days of the first annual meeting of the Association at which Board Members are elected. The first meeting shall be held at such place as may be fixed by the Board.

Section 2. Regular Meetings. Regular meetings of the Board of Trustees may be held monthly, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 3. Special Meetings. Special meetings of the Board of Trustees shall be held when called by the president of the Association, or by any two Trustees, after not less than three (3) days notice to each Trustee.

Section 4. Quorum. A majority of the Board of Trustees shall constitute a quorum for the transaction of business. Every act or decision

done or made by a majority of the Trustees present at a duly held meeting at which a quorum exists shall be regarded as an action of the Board.

Section 5. Waiver of Notice. Any Board Member may at any time waive notice of any meeting of the Board of Trustees in writing, and any such written waiver shall be deemed equivalent to the giving of notice required herein. Attendance by any Board Member at any meeting of the Board shall constitute a waiver by him of notice of the time and place thereof. If all Board Members are present at any meeting of the Board, no notice shall be required and any business may be transacted at any such meeting.

Section 6. Participation by Telephone. Any or all Trustees may participate in a meeting of the Board or committee thereof by means of conference telephone call or any other means of communications which allows all persons participating in the meeting to hear each other.

ARTICLE VII
Powers and Duties of the Board of Trustees

Section 1. Powers. The Board of Trustees shall have the power to:

(a) Adopt, publish and amend rules and regulations governing the ownership, use and maintenance of the Common Area, Common Easements and facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties and fines for the infraction thereof;

(b) Suspend the voting rights of a Member during any period in which such Member shall be delinquent in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed thirty (30) days, for infraction of the published rules and regulations;

(c) Exercise for the Association all powers, duties and authority vested in or delegated to this Association an not reserved to the

membership by other provisions of these By-Laws, the Certificate of Incorporation or the Declaration;

(d) Declare the office of a member of the Board of Trustees to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Trustees;

(e) Employ a manager, an independent contractor or such other employees as they deem necessary, and to prescribe their duties and further to contract with any person, firm or corporation upon such terms as it deems proper for the maintenance of the Common Area and Common Easements, the fulfillment of its duties or the exercise of its powers;

(f) Prepare or cause the preparation of a budget which shall determine the amount of the Annual Assessment payable by each Owner to meet the Common Expenses, which budget shall provide for the establishment of adequate replacement reserves;

(g) Take all reasonable action necessary to maintain, operate, preserve, improve and manage the Common Area and Common Easements;

(h) Borrow, mortgage, lease to improve, preserve, maintain and manage the Common Area and Common Easements;

(i) Elect officers as further provided in these By-Laws; and

(j) Exercise all powers and authority vested in the Board pursuant to the Declaration and the Certificate of Incorporation.

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;

(b) Supervise all officers, agents and employees of this Association and to see that their duties are properly performed;

(c) As more fully provided in the Declaration (i) establish by resolution the annual period of the Annual Assessment either on a calendar or a fiscal year basis and fix the amount of the Annual Assessment against each Lot at least thirty (30) days in advance of each Annual Assessment period; (ii) send written notice of each Annual Assessment to every Owner subject thereto at least thirty (30) days in advance of each Annual Assessment period; and (iii) may foreclose the lien against any property for which Annual Assessments or Special Assessments are not timely paid or bring an action at law against the Owner personally obligated to pay the same;

(d) Issue, or cause an appropriate officer to issue, upon demand by any Owner or mortgagee, a certificate setting forth whether or not any Assessments are due and outstanding with respect to any particular Lot. A reasonable charge may be levied by the Board for the issuance of these certificates. A person other than an Owner may rely upon such statement and his liability shall be limited to the amounts set forth therein;

(e) Procure and maintain adequate liability and hazard insurance on property owned by the Association and such other insurance as it may deem appropriate;

(f) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate. While the Declarant maintains a majority of representation on the Board of Trustees, it shall post fidelity bond or other guarantee acceptable to the New Jersey Division of Codes and Standards in an amount equal to the annual budget. For the second and succeeding years, the bond or other guarantee shall include accumulated reserves; and

(g) Cause the Common Area and Common Easements to be maintained in accordance with these By-Laws, the Declaration

and any applicable governmental resolutions, rules, orders, statute or ordinances.

*** Amendment #12 Approved on September 20, 2004 and Recorded on Sept. 28, 2004**

Section 3. Liability of Board of Trustees. Members of the Board of Trustees shall not be liable to Lot Owners, tenants or others for mistakes in judgment, for negligence or otherwise, except for their own willful misconduct. Nor shall members of the Board of Trustees be personally liable with respect to any contract made by them on behalf of the Association, and Members shall indemnify, to the extent not covered by insurance, the Board of Trustees and each Member thereof against all contractual liability to third parties arising out of contracts made by the Board of Trustees on behalf of the Association. However, such indemnification shall not extend to any contract made in bad faith or contrary to the provisions of these By-Laws.

Nothing contained herein to the contrary shall serve to exculpate members of the Board of Trustees from their fiduciary responsibilities.

ARTICLE VIII
Officers and Their Duties

Section 1. Enumeration of Officers. The officers of the Association shall be a president and a vice president, both of whom 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 the Association shall be elected annually by the Board, and each shall hold office for one (1) year unless such officer shall sooner resign, be removed or otherwise be disqualified to serve.

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.

(a) *The position of Alternate Trustees was established to provide an opportunity for community resident to participate in Board matters in preparation for running for election

(b) *There will be a maximum of three Alternates at any one time. Alternates do not have a vote and may remain for a maximum of two years with the annual approval of the Board after which, they must be placed on the ballot or be removed from office. ***Amended by Resolution #01-15, February 19, 2015.**

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

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

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

(a) The President shall preside over all meetings of the Board of Trustees and of the Members; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds

and other written instruments and contracts; and shall co-sign all checks and promissory notes.

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

(c) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; shall keep the corporate seal of the Association and affix it on all papers requiring said seal; shall serve notice of meetings of the Board and of the Members; shall 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.

(d) The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association including all assessments and shall disburse such funds as directed by resolution of the Board of Trustees; shall sign all checks and promissory notes of the Association; shall keep proper books of account; shall cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; 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 same to each of the Members; and shall preform such other duties as required by the Board. While the Declarant maintains a majority of the Board of Trustees, it shall have an annual audit of association funds prepared by an independent accountant, a copy of which shall be delivered to each Unit Owner within ninety (90) days of the expiration of the fiscal year of the Association. The audit shall cover the operating budget and reserve accounts.

ARTICLE IX
Committees

Section 1. Creation of Committees. The Board of Trustees may appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Trustees shall appoint other committees as deemed appropriate in carrying out its powers and duties. All members of committees so appointed shall be Members of the Association.

ARTICLE X
Books and Records

Section 1. Inspection of Books and Records. The books and records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Certificate 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 a reasonable cost.

ARTICLE XI
Assessments

Section 1. Assessment Obligations. As more fully provided in the Declaration, each Member is obligated to pay to the Association Annual and Special Assessments which are secured by a continuing lien upon the Lot against which the Assessment is made, and any such Assessment shall be the personal obligation of the Owner of each Lot at the time when the Assessment fell due. The rights and remedies of the Association and the liabilities of the Member given failure to pay any assessment when due are set forth in the Declaration. No owner may waive or otherwise escape liability for the assessments provided for in the Declaration by non-use of the Common Area or Common Easements or abandonment of his Lot.

ARTICLE XII
Corporate Seal

Section 1. Form of Seal. The Association shall have a seal in circular form having within its circumference the words: Bridlewood Homeowners Association, Inc.

ARTICLE XIII
Amendments; Conflict

Section 1. Amendments. These By-Laws may be amended at a regular or special meeting of the Members by the affirmative vote of not less than seventy-five percent (75%) of the Members present in person or by proxy at such meeting, provided that any such amendment shall not be inconsistent or conflict with the Declaration.

Section 2. Conflict. In the case of any conflict between the Certificate of Incorporation and these By-Laws, the Certificate of Incorporation shall control. In the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XIV
Dissolution

Section 1. Dissolution. Except as otherwise provided in the Declaration, the Association shall not be dissolved, nor shall it dispose any portion of the Common Area by sale or otherwise (except to an organization conceived and established to own and maintain such portion of the Common Area) except upon the affirmative vote of not less than sixty-seven percent (67%) of all votes entitled to be cast as calculated pursuant to the formula set forth in Article IV of the Declaration.

Section 2. Distribution of Assets. Subject to statutory restrictions, if any, upon dissolution the assets of the corporation shall be distributed either (a) to the Members who shall acquire equal undivided percentage interests in the assets as tenants in common or (b) to such Members or other individuals or entities and in such manner or interest as may be specified in the approved plan of dissolution.

ARTICLE XV
Miscellaneous

Section 1. Fiscal Year. The fiscal year of the Association shall be the calendar year (except that the first fiscal year shall begin on the date of incorporation) or such other twelve-month period designated by the Trustees.

Section 2. Indemnification of Trustees and Officers. Each Trustee and officer of the Association and their delegees shall be indemnified by the Association against the actual amount of net loss, including counsel fees, reasonably incurred by or imposed upon such person in connection with any action, suit or proceeding to which such person may be made a party by reason of his or her being or having been a Trustee or officer of the Association, or delegee, except as to which such person shall be found liable for gross negligence or willful misconduct. In the event of a settlement of such case, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of gross negligence or willful misconduct.

Section 3. Resolution of Disputes. The Association shall provide for a fair and efficient procedure for the resolution of housing related disputes between individual Unit Owners and the Association, and between different Unit Owners, that shall be readily available as an alternative to litigation. Attached hereto is a sample of a possible Alternative Dispute Resolution procedure for consideration by the Board of Trustees when adopting a procedure.

Bridlewood Homeowners Association, Inc.

Section 4

Rules and Regulation
Architectural & Property Guidelines

A. PETS

(This provision includes any animal including cats)

All pets **MUST** be walked on a leash **not longer than six (6) feet at all times.** Any animal outside any dwelling mush be leashed, and at no time shall it create a nuisance of any kind. Animal owners should exercise common courtesy and avoid walking their pets **on lawns** or within close **proximity of any other animal or person**.

1. All pets must wear an easily visible identification tag when outside of pet owner's residence

2. Any pet on a frequent basis found unattended with or without a tag will be turned over to the Deptford Township animal control unit.

3. All pet owners must adhere to any animal/pet laws of the Deptford Township, as well as any other laws or ordinances relating to pets.

4. All pet owners/caretakers must be prepared to clean up after their pet. Any pet owner/caretaker who allows their pet to defecate anywhere in the community and fails to clean it up shall be reported to the Deptford Township Municipal Authorities. All pet owners must follow the rules of Deptford Township ordinance for pets.

B. TRASH

1. All trash must be placed in a sealed trash container before being placed at the curb not more than one (1) night prior to the normal trash pickup, **preferably no earlier than 5pm.** This will help eliminate odors and avoid any possible disturbance from pets or rodents and further avoid loose trash from being blown around the neighborhood.

2. Homeowners must store all trash and recycle containers indoors

3. All trash and recycle containers must be marked with the homeowners address, and put away indoors the same day of trash pickup.

C. NUISANCES & NOISE

1. At no time hereafter shall any member of the Association or any person(s) acting under him/her use any object or thing which creates noise, smoke, odor, soot or vibrations in such manner as to disturb any other member, nor shall they place any signs, flags, banners, pennants, or other comparable objects (except under Article VII (j) of the Declaration of Restrictive Covenants), flashing lights, wires, clothes or any other unsightly object beyond the interior walls of any dwelling so that they are in any way visible from the outside; provided, however, that lights of a steady or flashing nature will be permitted to be used during any holiday season. Holiday seasons are considered concluded within one (1) week after the official end of such recognized holiday.

D. ADDITION TO STRUCTURE

1. Any and all additions must stay within the building envelope as shown on the final survey and must be approved by the Deptford Township Planning and Zoning Boards and any other governmental agencies having jurisdiction.

2. Additional procedures must be followed: Refer to "Architectural and Property Guidelines" for more detailed information.

E. LAWN MOWING AND SNOW REMOVAL

1. As part of the annual assessment fee, all properties will be mowed on a regular weekly basis or as determined by the association. Landscaping and weeding of flower beds will be responsibility of each owner/occupant.

2. If a homeowner wishes not to have the mowing/snow removal done, then it's the homeowner's responsibility to place red flags marking the area on your property. (This will notify the work crews not to service your specific area).

3. Sidewalks and Driveway snow removal shall be done as required and as determined by the association. The Association is not required to remove ice, that is the homeowner's responsibility.

4. Concrete surfaced driveways/sidewalks and entrance platforms (i.e., pavers, tile, acrylic surfacing) will not be serviced for lawn or snow removal if the homeowner places colored flags marking the area on your property. This will notify the work crews not to service that specific area. (The contractor will not be responsible for damage to special finishes).

5. Homeowners may not park their vehicle on any street or lot when it snows. All vehicles must be parked in the driveway or garage. Deptford Township ordinance 22.94 states "NO PARKING WHEN SNOW IS ON THE ROADWAY". Deptford Township has stated they will issue fines to those in violation.

6. Homeowners must not impede snow removal crews in anyway or give them any gratuities, especially when the Homeowners Association is being billed on an hourly basis.

F. SOLICITING

1.Anyone delivering flyers/pamphlets etc. seeking business of any kind is a violation of the Deptford Township "NO SOLICITING LAW". Report all violators to the Deptford Township Police Department.

G. FINES

1. The Board shall have the right to levy fines for violations of these Rules and Regulations, provided that the fine for a single violation may not under any circumstance, exceed fifty ($50.00) dollars. Each day that a violation continues after receipt of notice by the owner may be considered as a separate violation. Any fines so levied shall be considered as a common expense to be levied against the particular owner involved, and collection may be enforced by the Board in the same manner as the Board is entitled to enforce collection of annual or special assessments.

H. ARCHITECURAL AND PROPERTY GUIDELINES

These guidelines will preserve and protect the current aesthetic character and environment of the existing community. If homeowners make improvements, modifications, or alterations, they must follow the original

design and color of existing structures. This will maintain the original environment of this community.

All exterior improvements, modifications, or alterations shall generally conform in style material and color to that of the original design.

1. General

A. The Bridlewood Homeowners Architectural Review Committee (BHARC) must approve any additions, exterior alterations, modifications or changes to the existing structure before a contractor begins work. Such projects include decks, screened/enclosed porches, outside chimneys, additional doors/windows, etc.

B. Additions, alterations, etc. must be compatible with the design, color and style of the original structure.

C. The BHARC will not permit attached/detached structures, i.e., gazebos, animal shelters, storage/tool sheds, greenhouses, portable canvas tents, etc.

D. The homeowner and/or contractor must submit an updated sketch or detailed plan with the Bridlewood Application for the BHARC approval. If the homeowner and/or contractor fail to comply, the BHARC will turn this violation over to the Bridlewood Homeowner's Association Board of Trustees for remedial action.

E. Residents may obtain a BHARC Application from the Bridlewood Homeowners Association Board of Trustees.

2. Procedures

A. Each lot owner or resident must submit a Bridlewood Application (Exhibit 1, located in Section 6 of the manual) for any exterior addition, alteration or improvement to the property. This document must show a description of the project that includes height, width, length, size, shape, color, material, and location. The homeowner or

contractor must generally conform to the exterior materials and colors of the existing structure. Photographs or sketches of similar completed projects will aid in the BHARC's approval. If the alteration affects the existing drainage pattern, the homeowner must include a proposed revised drainage pattern.

B. The BHARC will not consider oral requests. Any and all requests stated or not in these guidelines, must be submitted in writing and approved by the BHARC prior to installation or construction. Otherwise, the property owner will be subject to remedies/fines deemed appropriate by the Bridlewood Homeowners Association Board of Trustees.

C. The BHARC must approve each addition, change or alteration even though the proposed improvement conforms to the Declaration of Covenants and Restrictions, and even if the BHARC previously approved a similar or substantially identical improvement.

D. The BHARC shall inform the applicant (homeowner) in writing of their decision within 30 days of receipt of the homeowner's application.

E. If the BHARC rejects the application, they will state, as part their written decision, the reason for their action.

F. The applicant may revise the project and submit an updated application to the BHARC for approval.

G. If the BHARC rejects the revised application, the applicant may appeal the decision to the Bridlewood Board of Trustees. The Trustees may sustain/modify/reverse the BHARC's decision by the 3/2 vote.

H. The Bridlewood Request Application (Exhibit 1, located in Section 6 of the manual) must be submitted and mailed to the Bridlewood Homeowners Association, Inc., P.O. Box 151, Sewell, NJ, 08080, or dropped off to any Board Member.

3. Record Keeping

A. The BHARC will maintain copies of all applications according to the resident addresses along with their written decisions that show the action taken. Residents may review their file by writing to the Board of Trustees explaining the reason and the information they wish to review. The resident must review their files in the presence of the BHARC chairperson or a Board of Trustees member.

4. Covenant Violations

A. Upon a receipt of a complaint the BHARC chairperson will appoint one member of the BHARC to investigate the alleged violation(s). If no violation is discovered, the BHARC will inform the complainant in writing.

B. After the BHARC establishes a violation, the Board of Trustees will determine appropriate action.

C. If a violation exists, the Board of Trustees will inform the homeowner in writing of the violation and establish a time frame to correct the violation.

D. The homeowners and the Board of Trustees will attempt, in good faith, to negotiate a resolution of the violation. Any communication, at this point, between the parties, must be in writing.

E. If the homeowner and the Board of Trustees cannot resolve their dispute there is an available and possible Alternative Dispute Resolution procedure for consideration.

F. In all cases, the BHARC and/or the Board will maintain the confidentiality of the homeowner.

5. Inspection

A. Periodically, the BHARC may survey properties for compliance with the guidelines.

B. The BHARC will inspect properties undergoing improvement and at the completion of said improvement. If any violations occur during this phase, the BHARC will advise the Board of Trustees, who will provide written notification to the homeowner of the violation. The BHARC will conduct a follow-up inspection.

6. Township Building and Work Permits

A. BHARC approval of any project does not waive the homeowner's responsibility to obtain the appropriate Deptford Township permit.

B. According to Deptford Township, the homeowner must obtain a permit for any addition (roof, porch, deck, etc.) on the outside of the house. You must follow this procedure;

1. Send your Bridlewood Application (Exhibit K) to the BHARC requesting approval for your project.

2. If the BHARC approves the project, then you must get a building permit from Deptford Township.

C. If the homeowner does not get a building permit, the Township will issue a fine.

D. The BHARC will not knowingly approve a project that violates Deptford Township building and zoning codes.

E. The homeowner must furnish the BHARC with a copy of the building permit, which the BHARC will attach to the homeowners Bridlewood Application.

7. Compliance

A. Any previously approved alteration of the property prior to the date of this revision may remain.

B. However, a homeowner must not change any previously approved alteration, rebuild or redesign without the BHARC approval.

8. Completion of Projects

The homeowner/contractor must begin construction within six months with an approved plan or specification. The project must be completed within six months of the start date. If the contractor cannot begin construction within six months, the application becomes null and void and the homeowner must submit a new application. The contractor must complete the construction per the approved plan/specification; the BHARC will consider any deviation a violation. If a violation occurs, the homeowner must stop work and submit a new application to the BHARC and obtain a new Deptford Township permit.

9. Outside of Structure

A. Homeowners may do the following with BHARC approval;

1. Concrete base – paint, stucco or cover the concrete at the base of their dwelling. Paint, stucco or siding must be as close the same color and brand as the original.

(a.) Homeowners must maintain white garage doors and white trim; the BHARC does not permit designs on garage doors or on any other part of the structure.

2. Windows – change any windows from the original style.

3. Awnings – residents may install manually or mechanically retractable awnings over their decks/patios at the rear of their property only.
    (a) If no home exists adjacent to the property, the BHARC will consider a side mount awning based on the special considerations and their impact on the neighbors.

    (b) If no overhang exists to hide the retracted unit, the awning must retract into the optional hood that the manufacture provides. The hood must be white. The awning system must include a motor drive or manual operation. The awning must be fabric only. Colors must coordinate and/or complement the existing house. A sample of the fabric must be submitted with the application for approval to the BHARC. The homeowner must maintain the awning and replace it, or have it replaced, when it becomes worn or shabby.

4. Irrigation Systems – homeowners must obtain BHARC approval and obtain a permit from the Deptford Township Municipal Utility Authority.

5. Roof-mounted Fans – homeowners may install only mushroom-type exterior attic fans on the rear of the roof only.

6. Storm/screen Windows – must conform to the architectural character (material and style) and color scheme of the home. Color shall match trim or door's accent color. BHARC does not permit wood screen doors on the front entrance.

7. Driveways – extend, widen or re-route existing driveways.

8. No side yard patios are permitted. However, a walkway, up to four feet wide, from a side door to a rear patio, or from the drive to a side door, or from the drive to a rear patio is permitted.

9. Definition of a landscape wall: a brick, stone or edging wall that surrounds each landscape area. Homeowners must not use railroad ties or any other wood edging because of the risk of termite infestation.

10. Landscaping

General

When planting, think of the impact the future growth of your trees and shrubs will have on you and the community. If you can no longer care of your plantings, they can become an eyesore. If you keep the landscaping to a minimum, you'll save yourself the inconvenience, discomfort and cost of caring for an express amount of trees, shrubs and plants. Also, the BHARC must review all major landscaping plans prior to the commencement of work.

A. Homeowners may plant shrubs only around the perimeter of their house, i.e., next to the foundation, the deck, and a "corner" or within the area already planted by the builder.

B. Homeowners must surround evergreens and other trees with a mulched circle. As the evergreens and other trees grow, the circle must grow, usually out to the "drip line". No one may plant a tree or a shrub on the property line year-after-year.

C. If a tree dies and a homeowner has more trees than specified in the guidelines, they must seek BHARC approval before replacing it.

D. Maintenance of Berms

1. Homeowners of the properties listed below have the responsibility and obligation to maintain, at their own expense, the berms in a condition comparable to their original condition:

   Block 399.10, Lots 36-44 and Block 399.11, Lots 42-49

2. If the homeowner does not maintain the berm, then the Association shall have the right, responsibility and obligation to enter the property and maintain the berm.
3. The cost of said maintenance by the Association shall be charged to the homeowner as a Special Assessment.

***D. Resolution 03-09 Approved on September 21, 2009 and Recorded on September 24, 2009.**

11. Annoyances

A. Lighting with BHARC approval:

1. Homeowners must get approval for exterior lighting other than that installed by the builder. The lighting cannot be directed in such a manner as to create an annoyance to the neighbors. Residents should use caution when placing lighting along the driveways as they could be damaged by the lawn service. If a homeowner wishes to install a lamppost, approval must be obtained, as well as, a permit from Deptford Township.

12. Miscellaneous Guidelines

A. Homeowners may not do/or have the following;

1. Railings – wrought iron railings anywhere on their property.

2. Siding color and the front of the house must remain as originally designed by the builder. No alteration is permitted.

3. Window Guards – install exterior window guards or grills

4. Awnings – install awnings over windows

5. Mailboxes – no additional posts or attachments are permitted for containers to receive newspapers, magazines, etc. Homeowners are responsible to maintain their mailbox.

6. Swimming Pools or Hot Tubs – have in-ground or above ground swimming pools or hot tubs. The BHARC will permit only one exception: a "kiddies pool" that is emptied on a daily basis and is stored securely out of sight.

7. Deck/Patio storage – store anything under their deck/patio, unless they enclose the deck/patio with lattice only. They must not store anything under the deck that may draw rodents. Homeowners may not store wood because of the risk of termite infestation. In addition, homeowners must keep the "under deck" area clear of weeds and leaves at all times.

8. Barbecues – permanent barbecue structures. Homeowners must keep grills on their deck or on the concrete par/patio, not on the lawn area.

9. Carports – the BHARC does not permit carports.

10. Clotheslines – Exterior clotheslines of any type are not permitted

11. No homeowner shall dump garbage, refuse, rubbish, or grass cuttings on Lot 2, Block 399.10, the open space, known as the Bridlewood Detention Basin Area.

12. No barriers, such as wooden, cyclone or wire fences, shrubbery or bushes that could be construed as property marking or property defining boundaries are permitted.

13. Homeowners must keep all bushes facing the street, trimmed to a height of no more than forty-eight (48) inches or less. Bushes, evergreens and shrubbery may not encroach on neighboring properties or air space. It is recommended that neighbors bring such matters to the attention of the BHARC whenever foliage or branches encroach on their property.

14. The following guideline which was prepared to include sizes of all properties, which are categorized according to lot size, i.e., A, B, or C, and the number of trees on each lot; (Measurements are +/-2%)

    A = 6,000 - 8,500 – 2 trees (1 tree in front, 1 in back)
    B = 8,501 – 11,000 – 3 trees (1 tree in front, 2 in back)
    C = 11, 001 & above – 4 trees (1 tree in front, 3 in back)

    Homeowners with more trees than the stated guidelines are put on notice that they may be liable for:

    + Taking care of all the landscaping, mowing and leaf removal on their property, or
    + The Board of Trustees will bill the homeowner directly to cover whatever extra maintenance is required.

15. Trees and bushes are not permitted on the grass strip between the street and the sidewalk.

16. Homeowners living on corner properties at intersections cannot plant trees/bushes that may block the view of traffic at the intersections.

17. It is the homeowner's responsibility to take care of trimming trees and bushes, raking leaves, weeding of flower beds, landscaping, etc.

18. No garden supplies (mulch, lime, fertilizer, etc.) or any other garden equipment/appliance can be stored in front or side yards, driveways, lawns or otherwise if in public view.

19. Hoses – rewind hoses and put them away after use. If you leave them out, the landscapers may not cut your lawn. If they do cut the lawn, you run the risk of having your hose ruined.

20. No business or trade shall be conducted upon any Lot; such activity can only be conducted by telephone, computer or the use of the mail. Homeowners may not erect signs on their premises advertising a business or trade. In addition, no business or trade activity shall be allowed which generates increased pedestrian or vehicular traffic within the community.

21. Homeowners may not conduct garage sales unless the BHARC approves them. In addition Deptford Township requires a permit. The only exception to BHARC approval is on the Township-wide Yard Sale, however, resident must submit an application to the Township with permit fee.

13. Special Situations

BHARC understands that situations may arise that will not be covered by the Protective Covenants, Rules and Regulations or the Architectural and Property guidelines. The BHARC will consider special situations if homeowners submit a written explanation of the circumstances surrounding the special situation, along with their application.

14. Grandfather Provision

A. Homeowners who have made previously approved changes to the exterior of their property and/or Lot prior to the approval of these amendments, November 3, 2003, of the Bridlewood Rules and Regulations are hereby considered “grandfathered” into these Rules and Regulations and need not apply for BHARC approval of the changes made to their property and/or Lot.

B. However, homeowners are on notice that any current or future changes to the exterior of their property and/or Lot that have been made without BHARC notice and approval are subject to the provisions stated elsewhere in these Bridlewood Rules and Regulations.

Bridlewood Homeowners Association, Inc.

Section 5

Alternative Dispute Resolution

BRIDLEWOOD HOMEOWNERS ASSOCIATION, INC.

***POLICY RESOLUTION**

REGARDING ALTERNATIVE DISPUTE RESOLUTION

WHEREAS, N.J.S.A 45:22A-44(c) requires the Association to provide a fair and efficient procedure for the resolution of disputes between the property owners and the Association, and between property owners, as an alternative to litigations; and

WHEREAS, the Board of Trustees is giving the authority in Article IV, Section 3, of the Declarations of Covenants & Restrictions for Bridlewood Estates to operate and manage the affairs of the Association, and to exercise all powers, duties, and authority necessary for the proper conduct and administration of the affairs of the Association; and

WHEREAS, for the benefit of the Association and of the individual property owners, the Board deems it necessary and desirable to establish procedures for dispute resolution in circumstances where there is a dispute between property owners or between the Association and property owners regarding compliance with the provisions of the Articles of Incorporation, the Declarations of Covenants and Restrictions, the By-Laws and the Rules and Regulations of the Association, (hereinafter "the Documents") thereby attempting to minimize the necessity of judicial intervention and litigation; and

WHEREAS, the Board has the power to enforce on its own behalf and on behalf of all property owners, all of the restrictions set forth in the Documents including the regulation, appearance and use of the property and Common property and has the authority to notify property owners of activity which violates the Documents; and

WHEREAS, in accordance with the mandates of New Jersey law, and Article XV, Section 3 of the By-Laws the Board deems it necessary to adopt a uniform procedure for the resolution of disputes between property owners and the Association.

NOW, THEREFORE, be it RESOLVED by the Board of Trustees that the attached Alternative Dispute Resolution procedures have been promulgated and hereby are adopted, ratified and confirmed and shall be recorded together with this Resolution allowing same.

VIOLATIONS OF THE DOCUMENTS

1. Any property owner, Officer, Director or agent of the Association has the authority to request that a property owner cease or correct any act or omission which appears to be in violation of the Documents.

2. With respect to the use of any facility where a violation of the rules for the use of such facility might endanger life, limb, property or equity of the Association, any agent of the Association may, without further notice, suspend for a period of not greater than seventy-two (72) hours the right of any property owner to use such facility, if a verbal request to cease or correct the violation has not caused such activity to cease.

3. The Association may make initial attempts to secure compliance with the Documents through correspondence to the property owner which states the nature of the violation and which sets forth the time period in which the violation must be corrected. If the property owner does not respond or make the election within a fifteen (15) day period, the notice sent by certified and regular mail, shall indicate that all allegations contained therein shall be deemed admitted and the Board shall have the right to impose any disciplinary measures allowed by the Association's controlling documents and resolutions. Copies of such correspondence shall be maintained in the Association's files, and a copy may be sent to counsel for the Association.

4. A dispute shall not include issues relating to the payment or nonpayment of regular and/or special common expense assessments levied against the property in accordance with the Documents.

5. If a member contests the Association's action, he/she may request a hearing before the Grievance Committee to appeal the notice of violation sent by certified and regular mail. To request a hearing, a written request (on form Exhibit #2, located in Section 6 of the manual) must be sent to the Bridlewood Homeowners Association, Inc., P.O. Box 151, Sewell, NJ 08080, within 15 days of receipt of notice.

6. An occupant or lessee shall have the right to avail himself of the alternative dispute resolution procedure upon submission to the Association of written authorization by the property owner of the property in which the occupant or lessee resides. To request a hearing, a written request (Exhibit #2, located in Section 6 of the manual) must be sent to the Bridlewood Homeowners Association, Inc. P.O. Box 151, Sewell, NJ 08080, within 15 days of receipt of notice sent by certified and regular mail.

7. The Grievance committee (hereinafter referred to as "the Committee") will be made up of five (5) members who are not Trustees and do not have an interest in dispute. Committee Members will be appointed by the Board of Trustees. The duties, power and authority of the Committee include, but are not limited to, the right to recommend to the Board the following: 1) imposition of temporary cease desist orders; 2) levy of fines; 3) suspension of the use of recreation facilities; and 4) address violations as determined by the BHARC.

8. The Committee will schedule a grievance hearing at a convenient time for both committee and member within two (2) weeks from the date of request. Each party to the dispute may prepare and submit, no later than 48 hours prior to the time scheduled for the hearing, a written statement setting forth in ordinary and concise language the acts of omissions from which the Dispute arose.

9. The hearing will be conducted in private. No decision will be made by the Grievance Committee at the hearing. Hearing will not exceed 2 hours.

10. At the conclusion of the hearing and in any event no later than ten (10) days thereafter, the Committee will make a written recommendation to the Board regarding the dispute. The decision of the Board of Trustees shall be rendered within 15 days in writing, sent by certified and regular mail, to the member involved setting forth the resolution by the Board of Trustees with respect to the breach of the By-Laws, DCR's, Rule and Regulation as charged and the disciplinary action to be imposed, if applicable.

11. If a member does not agree with the decision of the Board, the member may ask for an appeal before the Board of Trustees. To do this, the member must again request such an appeal in writing, sent by certified and regular mail, within 15 days of grievance decision notification. Following the hearing the Board of Trustees will render a final decision.

12. After an appeal is held between the member and the Board, the decision rendered by the Board will be final. If the decision of the Board is not in favor of the member, the Board will impose any disciplinary measures allowed by the Association's controlling documents and resolutions until the member is in compliance of violation.

13. Any inadvertent omission or failure to conduct an adversary proceeding in exact conformity with this Resolution shall not invalidate the result of such proceeding, so long as prudent and reasonable attempt has been made to ensure due process according to the general steps set forth herein.

14. All fines levied will be considered as a special assessment against the property owner involved, and if not paid, the Board may upon Resolution treat it as a delinquent assessment and follow the procedure set forth in the DCR's for collection of same.

***Amendment Approved and Recorded September 28, 2004**

Bridlewood Homeowners Association, Inc.

Section 6

FORMS:
BHARC Application
Request for Hearing
Request for Information
Board of Trustees Application

Mail to: Bridlewood Homeowners Association, Inc. **Document # _____**
P. O. Box 151, Sewell, NJ 08080 **Date: _____**

BRIDLEWOOD HOMEOWNER'S ASSOCIATION, INC.
B.H.A.R.C. APPLICATION (Exhibit #1)

Request for approval of proposed exterior improvements/replacements to my property located at: _____ in Bridlewood Estates.

Owners Name (Print): _____ Phone #_____

DETAILED DESCRIPTION: (Please be very specific and include materials, color, type, dimensions, location and diagrams. Site plans, samples and brochures are necessary when applicable):

_____

_____

_____

Estimated completion date: _____

Notes:

- **Approval of any project by the BHARC does not waive the necessity of obtaining the required state, county and local permits**
- **Project must commence and be completed within 6 months of the date received on the Application Reply Letter or the application will be considered null and void**
- **No work in this request shall commence until written approval from the BHARC is received**

I have read the BHARC Guidelines. This proposed change or addition meets the requirements and standards specified in the guidelines.

Owners Signature _____ Date _____

DO NOT WRITE BELOW THIS LINE – FOR BHARC USE ONLY

THE ABOVE REQUEST IS:
_____ APPROVED: Comments _____
_____ NOT APPROVED: _____

ARCHITECTURAL COMMITTEE

_____	_____	
BHARC Chairman Signature	**Inspected By**	**Date**
_____	_____	
Date Application Received	**Inspected By**	**Date**
_____	_____	
Date BHARC Replied to H/O	**Inspected By**	**Date**

BRIDLEWOOD HOMEOWNER'S ASSOCIATION, INC.
Mailing Address – P. O. Box 151, Sewell, NJ 08080

REQUEST FOR A HEARING (Exhibit #2)

Name _____ Date _____
(Print)
Address _____
(Print)
Telephone # _____

I am in dispute with the Homeowner's Board of Trustees and do hereby request a hearing before the Grievance Committee as soon as possible.

Briefly, my dispute is:

By submitting this request form for a hearing, I agree to enter into this alternative dispute resolution in good faith. I will sincerely attempt to resolve this dispute, agree to cooperate with the mediators assigned to this case and give serious consideration to a realistic solution to the problem.

I understand that the mediators assigned to this case will not be serving as advocates, attorneys or judges. Their sole function is to act as neutral facilitators. Any agreements or decisions resulting from this hearing are entered into voluntarily and by mutual acceptance of both parties.

I agree to not subpoena or require any mediator to testify or produce records or notes in any future proceedings and that no recordings or stenographic records be made of this hearing.

Signed: _____

Bridlewood HOA

Request For Information/Comment Form (Exhibit #3)

Owner's Name _____

Street Address _____

Today's Date _____

Phone Number Where We Can Contact You _____

Please write your Request for Information or your Comments in the space below. If you need additional space, write on the back of this form.

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

Signature _____ Date Submitted _____

Please deliver this completed form to any Board Member.
A Board Member will contact you regarding the information you requested or in the event further clarification is needed regarding your comments.

Additional forms are available in the Senior Citizen Center or from any Board Member.

Received By: _____ Date Received: _____

"It's Better in Bridlewood"

Bridlewood Estates

Bridlewood Homeowners Association, Inc.
P O Box 151, Sewell, NJ 08080

BOARD OF TRUSTEES APPLICATION

Name: _____ Date: _____

Address: _____ Phone: _____

1. Are you currently working? Full Time Part Time Retired

2. What is your current/previous occupation? _____

3. Are you a person who can:

   a) Motivate others? Yes No
   b) Delegate Responsibility? Yes No
   c) Communicate Effectively? Yes No
   d) Work as a Team Player? Yes No

4. Can you listen carefully, be open minded, and be able to make a fair assessment of the fact? Yes No

5. Briefly describe your ideas, skills and what contribution you feel you can make to the Bridlewood Estates Board of Trustees:

6. What are your thoughts on a Management Company, and why do you like/dislike the idea?

7. Do you have a home computer? Would you be comfortable using it for Board work? Yes No

I, (print name) _____, accept the nomination and agree to serve, if elected, to the Bridlewood Board of Trustees.

INDEX

A

Age
Restricted Community 6, 32, 33

Annual Meeting 41

Assessments (dues/fees) 22 – 27
Annual Dues 24
Computation 25
Due Dates 24
New Homeowners 5, 6, 22, 23
Non-payment of dues 26, 27
Obligations 51
Purpose 23, 24
Special 24, 25

Architectural / Property
Additions to Structure 57 - 59
Guidelines 57–69

Association
Responsibilities 27, 28

B

Banners 31

Board of Trustees
Committees 49-51
Duties 46-50
Election of 43, 44
Liability 48
Meetings 41, 42, 44
Number of Members 42
Powers 21, 22, 45, 46
Terms of Office 42, 47
Vacancies 42, 43

By Laws
Association 39-41
Amendments to 52

C

Capital Contributions
New Homeowners 6
Common Area 16 - 20

D

Declaration of Restrictive & Protective Covenants, etc. 11-13

Definition of Terms
Homeowner's Manual 14 - 16

Dispute Resolution 53, 71-74

Detention Basin 7, 9, 10

E

Election of Trustees 42, 43

F

Fences 28, 32
Fines 56
Flags 30, 31
Forms 76, 77

G

Garbage 29
General Guidelines 64–67
General Provisions 34- 37
Grandfather Provisions 67

H, I, J

K

L

Landscaping 63 - 68
Lawn mowing 56, 57
Lease of home 19-20, 32
Lot restrictions 28, 33

M

Meetings
- Annual 41
- Special 41, 47
- Notice 41
- Place 42
- Quorum 42, 43
- Proxies 42
- Waive of notice 44

Membership
- Association 20,21
- Voting Rights 20, 21

N

Nuisance and **Noise** 56

O

Occupancy restrictions 33

P

Parking
- Restrictions 29, 30, 54

Pets 55

Pools 32

Property rights 16 - 20

Q

R

Responsibilities
- Association 27, 28

Restrictions 28-33
- Alterations to outside 28, 30
- Boats 29
- Commercial Vehicles 29
- Flags/Banners 30, 31
- Parking 29
- Signs 30
- Trailers 29
- Use of property 28 - 29

S

Sale of Home 19, 20
Sheds 58
Sign Restrictions 30, 31
Snow Removal 56 - 57
Soliciting 57
Swimming Pools 66

T

Trash 55

U

Unsightly Objects 30

V

Vehicle Parking 29, 30
Voting 20, 21

W

Window Air Conditioner Units

X, Y, Z