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DECLARATION OF COVENANTS AND RESTRICTIONS

FOR

HUNTER VIEW ESTATES HOMEOWNERS ASSOCIATION, INC.

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HUNTER VIEW ESTATES HOMEOWNERS ASSOCIATION, INC.

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DECLARATION OF COVENANTS AND RESTRICTIONS

FOR

HUNTER VIEW ESTATES HOMEOWNERS ASSOCIATION, INC.

THIS DECLARATION made this 9th day of December 2002, by RACHEL MANOR, LLC a New Jersey Limited Liability Company having an address at 820 Morris Turnpike, Short Hills, New Jersey 07078, hereinafter referred to as the "Declarant".

W I T N E S S E T H

WHEREAS, Declarant owns in fee simple approximately 12.17 acres in the Township of Mount Olive, Morris County, New Jersey, for which Declarant has received approval from the Township of Mt. Olive for the establishment of a residential community thereon, to be known as Hunter View Estates and as described on Exhibit A and shown on that certain Map entitled Hunter View Estates, that was recorded in the Morris County Clerk's office on July 24, 2002, Ndme and attached hereto and made a part hereof as Exhibit B (the "Property"); and

WHEREAS, the Property shall include a detention basin the "Common Property"), which Common Property shall be owned, managed and maintained by the Owners of the individual Lots within the Property; and

WHEREAS, Declarant has incorporated or will cause to be incorporated under the laws of the State of New Jersey, a nonprofit corporation known or to be known as the "HUNTER VIEW ESTATES HOMEOWNERS ASSOCIATION, INC." (the "Association") as the entity to perform the functions aforesaid, all of which are hereinafter more fully set forth;

NOW THEREFORE, Declarant declares that all such portions of the Property described in Exhibit A and shown on Exhibit B aforesaid shall be held, transferred, sold, conveyed, leased, occupied, and used subject to the covenants, restrictions, conditions, easements, charges, assessments, obligations, and liens hereinafter set forth and to the provisions of the Certificate of Incorporation, By-Laws, and Rules and Regulations of the Association.

ARTICLE I
DEFINITIONS

1.00 General. The following words and terms, when used in this Declaration, the Certificate of Incorporation or the By-Laws of the Association, shall have the following meanings unless the context in which they are utilized clearly indicates otherwise.

1.01. "Affiliate" of the Declarant shall mean any entity which controls, is controlled by, or is under common control with the Declarant.

1.02. "Association" shall mean and refer to Hunter View Estates Homeowners Association, Inc.

1.03. "Beneficial Member" shall mean and refer to every Lot Owner other than Declarant.

1.04. "Board of Trustees" shall mean and refer to the Board of Trustees of the Association and any reference herein or in the Certificate of Incorporation, By-Laws or Rules and Regulations to any power, duty, right of approval or any other right of the Association shall be deemed to refer to the Board of Trustees and not the Beneficial Members of the Association, unless the context expressly indicates to the contrary.

1.05. "By-Laws" shall mean the By-Laws of the Association, a copy of which is attached hereto and made a part hereof as Exhibit E, together with all future amendments thereto.

1.06. "Certificate of Incorporation" shall mean the Certificate of Incorporation of the Association, a copy of which is attached hereto and made a part hereof as Exhibit D, together with all future amendments thereto.

1.07. "Common Expenses" shall, subject to the provisions of Article VI hereof, mean and refer to all those expenses which are incurred or assessed by the Association in fulfilling its lawful responsibilities.

1.08. "Common Property" shall mean and refer to those premises described in Exhibit C attached hereto.

1.09. "Declarant" shall mean and refer to Rachel Manor, L.L.C., a New Jersey Limited Liability Company, its successors and assigns.

1.10. "Declaration" shall mean and refer to this Declaration for the Hunter View Estates Homeowners Association, Inc. and any amendments and supplements thereto.

1.11. INTENTIONALLY DELETED

1.12. "Entire Tract" shall mean and refer to the lands described in Exhibit A hereof or any other lands which may ultimately be lawfully subjected to the provisions of this Declaration.

1.13. INTENTIONALLY DELETED.

1.14. INTENTIONALLY DELETED.

1.15. "Lot" shall mean and refer to any individual residential building lot shown on any recorded, filed subdivision map for and located within any portion of the property, together with any buildings or improvements thereon.

1.16. "Mortgage" shall mean and refer to any duly recorded instrument and underlying obligation giving rise to a mortgage lien upon any Lot.

1.17. "Mortgage Holder" shall mean and refer to the holder of record of a Mortgage or one who insures or guarantees any Permitted Mortgage.

1.18. "Owner" or "Lot Owner" shall mean and refer to those persons or entities in whom record fee simple title to any Lot is vested as shown in the records of the Office of the County Clerk/Register, including the Declarant unless the context expressly indicates otherwise, but, notwithstanding any applicable theory of mortgage, shall not mean or refer to any mortgage or trustee under a deed of trust unless and until such mortgagee or trustee under a deed of trust has acquired title to any such Lot pursuant to foreclosure proceedings or any proceeding in lieu of foreclosure, nor shall the term "Lot Owner" refer to any lessee or tenant of a "Lot Owner."

1.19. "Permitted Mortgage" shall mean and refer to any Mortgage that is held by an Institutional Lender or which is a purchase money First Mortgage held by the Declarant or by the seller of a Lot. It shall also include any other Mortgage, the lien of which, by the express terms of the Mortgage, is subordinate to any and all existing or future Common Expense liens imposed against a Lot by the Association. Any construction, permanent or other mortgage placed or assumed by the Declarant and encumbering all or any portion of the Property, including any individual Lot (or which is a purchase money Mortgage held by the Declarant and which is subordinate to this Declaration or provides for the release of individual Lots from the lien of such Mortgage(s), shall also be deemed a Permitted Mortgage.

1.20. "Property" shall mean and refer to those real property premises as more fully described on the Exhibits A and B aforesaid, together with any land or premises shown on any final subdivision plats within the Community which may hereafter be lawfully subjected to the provisions of this Declaration pursuant to Article III hereof.

1.21. "Rules and Regulations" shall mean those rules and regulations of the Association that may be duly promulgated by its Board of Trustees, together with all future amendments thereto.

ARTICLE II
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

2.01. Membership. The Membership of the Association shall be comprised of two classes:

(a) Beneficial Members: Every Lot Owner other than Declarant whose Lot is located within a Community shall be a Beneficial Member of the Association.

(b) Declarant: For so long as Declarant owns land within the Community, Declarant shall be a member of the Association.

ARTICLE III
PROPERTY SUBJECT TO THIS DECLARATION

3.01. Subject Property. The Property described in Exhibits A and B aforesaid is hereby expressly made subject to this Declaration and shall be held, transferred, sold, conveyed, leased and occupied subject to this Declaration and all amendments or supplements thereto.

3.02. Submission of Other Property. Certain other lands may hereafter become subject to this Declaration. The Declarant shall have the right, but not the obligation, without the consent of the Association, any Lot Owner, Eligible or Permitted Mortgage Holder, Institutional Lender, or any other party, to subject to this Declaration additional lands within the Community by way of a Supplemental Declaration duly recorded in the Office of the Morris County Clerk/Register.

3.03. Title to Common Property. Declarant may retain the legal title to the whole or portions of the Common Property until such time as it has completed initial improvements thereon and until such time as, in the sole judgment of the Declarant, the Association is able to satisfactorily maintain same.

ARTICLE IV
MAINTENANCE AND COMMON EXPENSE ASSESSMENTS

4.01. Covenant to Pay Common Expense Assessments. Every Beneficial Member, by acceptance of a deed or other conveyance, shall be deemed to covenant and agree to pay to the Association all Assessments and all fines and other charges contemplated herein or in the By-Laws. Each such assessment, together with interest thereon, late charges, and cost of collection thereof (including reasonable attorneys' fees) shall be a continuing lien upon the Lot against which each 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.

4.02. Liability for Assessments. Each Lot Owner shall be obligated to pay Common Expense Assessments for the maintenance of the Common Property and such other Special Assessments or Emergency Assessments pertaining to the Common Property as may be imposed by the Board of Trustees. These assessments, regardless of type, together with any charges, interest, and costs of collection, including reasonable attorney's fees, shall be a charge and shall constitute a continuing lien upon the Lot against which such Assessment is levied, and the personal obligation of the Owner(s) of the Lot at the time the Assessment falls due. In the case of joint ownership, all co-owners shall be jointly and severally liable. Further, the municipality shall have a continuing lien against each Lot for its pro rata share of all real estate taxes due and payable to the municipality for real estate taxes assessed against the Common Property. Such lien shall be apportioned equally among all Lots and shall be enforceable by the municipality in the manner provided by law with respect to the real estate taxes assessed directly against each Lot. No Lot Owner may waive or otherwise avoid liability for Common Expenses by non-use of the Common Property. Liens for unpaid Common Expense Assessments may be foreclosed by suit brought in the name of the Association in the same manner as a foreclosure of a mortgage on real property. Suit to recover a money judgment for unpaid Common Expense Assessments may be maintained without waiving the lien securing same.

4.03. Due Date of Annual Common Expense Assessments. Annual Common Expense assessments shall be made for a yearly period to be determined by the Board of Trustees of the Association and shall be payable in advance in monthly installments due upon the first day of each month or in such other installments and upon such other due dates as it may establish. Except as otherwise provided by Section 4.02, upon the conveyance of title to a Lot, the portion of the then current annual Common Expense assessment payable by the new Lot Owner shall be an amount which bears the same relationship to the annual Common Expense assessment as the remaining number of months in the then current annual assessment period bears to twelve. The first annual Common Expense Assessment or portion thereof for which a new Lot Owner is liable shall be immediately due upon the conveyance of title to the purchaser.

4.04. Assessment Not Made. If an annual Common Expense Assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior year's assessment, but only after the Board is controlled by Lot Owners other than the Declarant. Installments of such annual Common Expense Assessments shall be due upon the same installment payment date as the prior year's installments until a new annual Common Expense Assessment is made.

4.05. Emergency Common Expense Assessment. In the event the annual Common Expense Assessment proves to be insufficient for an immediate need or emergency, the Board of Trustees of the Association may amend the budget and assessment and impose an emergency Common Expense Assessment. The determination of an immediate need or emergency shall be in the sole and absolute discretion of the Board of Trustees of the Association.

4.06. Special Assessments for Association Expenses. In addition to the Annual and Emergency Assessments herein authorized, at any time the Board of Trustees may levy against all Beneficial Members a Special Assessment for the purpose of defraying, in whole or in part, the costs of reconstruction, unexpected repair or replacement of an existing capital improvement to the Common Property, including the necessary furniture, equipment, and other personal property related thereto, or for the purpose of protecting any existing Common Property in the event of an emergency.

4.07. Special Assessments for Damages, Violations and Failures of Lot Owners. If any Lot Owner or his guest, tenant, invitee, or occupant or household pet causes damage to the Common Property which necessitates repair thereto, or fails to maintain anything for which maintenance is his responsibility, or if the Association is required to expend monies to remedy any violations of the covenants and restrictions hereinbefore stated or the published Rules and Regulations of the Association, then the Board of Trustees may impose a Special Assessment upon the Lot Owner involved for the cost of performing such repairs or maintenance or for remedying such violations, including reasonable attorney's fees, as the case may be. Such Special Assessment shall constitute a lien against any Lot owned by such Lot Owner, but such Special Assessment in question shall not be imposed without at least ten (10) days prior written notice to the affected Lot Owner and an opportunity for the affected Lot Owner to be heard at a meeting of the Board of Trustees.

4.08. Remedial Common Expense Assessment. In addition to the other assessments herein authorized, the Board of Trustees of the Association may levy a Remedial Common Expense Assessment against any individual Lot(s) or Lot Owner(s) whenever required or permitted to do so by any of the provisions of this Declaration, the By-Laws or the Rules and Regulations expressly authorizing such a Remedial Common Expense Assessment.

4.09. Allocation of Common Expense Assessments; Obligations of the Declarant. The Common Expense Assessments shall be allocated equally among all Lots for which an initial Certificate of Occupancy has been issued. Until the conveyance of title to the first Lot, the Declarant shall be solely responsible for all Common Expenses. Following the first conveyance, the Owners of Lots to whom title has been conveyed shall be responsible for payment of Common Expenses assessed against their Lots. The Declarant shall be responsible for payment of all Common Expenses assessed against Lots owned by it for which an initial Certificate of Occupancy has been issued with respect to such Lot(s), in proportion to the benefit derived.

4.10. Responsibilities of the Association. The Association shall furnish the maintenance, repairs and replacements that are required for the functioning of the Common Property as described in Exhibit C and as shown in Exhibit D attached hereto, including, but not limited to the detention basin, outlet structure, fencing, open space and other improvements appurtenant to the detention basin and open space. The Association hereby specifically exempts the Township of Mt. Olive from any responsibility for the cleaning and maintenance of any of the Common Property.

4.11. Responsibilities of Lot Owners. (a) Owners of any

Lots which contain streams (as shown on the surveys attached as exhibits to deeds for each individual Lot) shall be required to maintain the streams as per the rules and regulations of the New Jersey Department of Environmental Protection. In the event the Lot Owner(s) fail to do so, the Association shall be responsible for such maintenance, and shall be entitled to assess the cost of such maintenance against the individual Lot Owner as a Remedial Assessment.

(b) Owners of Lots which contain wetlands (as shown on the surveys attached as exhibits to deeds for each individual Lot) shall be required to maintain the wetlands as per the rules and regulations of the New Jersey Department of Environmental Protection. These rules and regulations include, but are not limited to prohibitions on improvements to the wetlands, or filling in or clearing the wetlands.

ARTICLE V
EASEMENTS

5.01. Lot Owner Easements. Every Lot Owner, his successors and assigns, shall have the following perpetual easements with respect to the Common Property:

(a) An exclusive easement for the existence and continuance of any encroachment by his Lot upon Common Property, now existing or which may come into existence hereafter as a result of construction, reconstruction, repair, shifting, settlement or movement of any portion of a Lot, or as a result of condemnation or eminent domain proceedings, so that any such encroachment may remain undisturbed so long as the Lot stands;

(b) A non-exclusive easement for ingress to and egress from his Lot in, upon, under, over, across and through the Common Property;

(c) A perpetual and non-exclusive easement for access to and enjoyment of any recreational facilities which may be constructed upon the Common Property.

5.02. Declarant's Easements. The Declarant, his respective successors and assigns, shall have the following easements with respect to the Common Property:

(a) A blanket and non-exclusive easement in, upon, through, under and across the Common Property, for the purpose of construction, installation, maintenance and repair of any improvements to the Common Property, for ingress and egress for the use of all roadways and parking areas, and for the utilization of existing and future model Lots for sales promotion and exhibition, until the expiration of two (2) years from the date the last Lot is sold and conveyed in the normal course of business, but in no event more than fifteen (15) years from the date of recording of this Declaration. In addition, the Declarant hereby reserves the irrevocable right to enter into, upon, over or under any Lot for such purposes as may be reasonably necessary for him or his agents to service such Lot, provided that requests for entry are made in advance and that such entry is at a time reasonably convenient to the Lot Owner. In case of an emergency, such right of entry shall be immediate whether the Lot Owner is present at the time or not; and

(b) A perpetual, blanket and non-exclusive easement in, upon, over, under, across and through the Common Property for surface water runoff and drainage caused by natural forces and elements, grading, and/or the improvements located upon the Property. No individual Lot Owner shall directly or indirectly interfere with or alter the drainage and runoff patterns and systems within the Property.

5.03. Association Easements. The Common Property shall also be subject to the following easements:

(a) The Association shall have a perpetual and exclusive easement for the maintenance of the Common Property, including that which presently or may hereafter encroach upon a Lot; and

(b) The Association, through the Board of Trustees or any manager, or managing agent, or their respective agents or employees shall have the perpetual and non-exclusive right of access to each Lot (i) to inspect same, (ii) to remedy any violations of the provisions of this Declaration, the By-Laws or any Rules and Regulations of the Association, and (iii) to perform any work required in connection with the maintenance, repairs or replacements of or to the Common Property or any equipment, facilities or fixtures affecting or serving other Lot(s) or Common Property; provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Lot Owner. In case of an emergency, such right of entry shall be immediate, whether the Lot Owner is present at the time or not.

5.04. Permitted Mortgage Holder Easements. Any Permitted

Mortgage Holder, its officers, agents and employees, shall have a blanket, perpetual and non-exclusive easement to enter the Common Property or any part thereof to inspect the conditions and repair of the Property encumbered by a First Mortgage owned by it. This right shall be exercised only during reasonable daylight hours, and then whenever practicable, only after advance notice to and with the permission of the Board of Trustees and the Lot Owner.

5.05. Municipal Easement. A blanket, perpetual and non-exclusive easement of unobstructed ingress and egress in, upon, over, across and through the Common Property shall exist for the benefit of the Township of Mount Olive, its respective officers, agents and employees (but not the public in general) and all police, fire, and ambulance personnel in the proper performance of their respective duties, (including but not limited to emergency or other necessary maintenance, repair and/or replacement to a Lot which the Lot Owner has failed to perform), and for emergency or other necessary maintenance repair and/or replacement of the Property which the Association has failed to perform. Except in the event of emergencies, the rights accompanying the easements provided for in this subparagraph shall be exercised only during reasonable daylight hours and then, whenever practicable, only after advance notice to and with permission of the Lot Owner(s) directly affected thereby.

5.06. Utility Easement. Any utility company or entity furnishing utility service, including master or cable television or electronic security service to the Common Property, its agents and employees shall have a blanket, perpetual and non-exclusive easement to enter the Common Property, or any part thereof, in order to read meters, service or repair utility lines and equipment and do everything and anything else necessary in order to properly maintain and furnish utility service to the Common Property.

ARTICLE VI
BY-LAWS AND ADMINISTRATION

6.01. Administration. The administration of the Common Property shall be by the Association in accordance with the provisions of the all Federal, State and Local laws, orders, rules and regulations, this Declaration, the Certificate of Incorporation, the By-Laws, the Rules and Regulations and any other agreements, documents, amendments or supplements to the foregoing which may be duly adopted or subsequently required by any Institutional Lender designated by the Declarant or by any governmental or quasi-governmental agency having regulatory jurisdiction over the Common Property or by any title insurance company selected by Declarant to insure title to the Common Property.

6.02. Declarant's Power of Attorney. The Declarant hereby reserves for itself, its successors and assigns, for a period of five (5) years from the date the Declarant conveys the first Lot to an individual purchaser, or until the Declarant conveys title to the last Lot, whichever occurs first, the right to execute on behalf of all contract purchasers, Lot Owners, mortgagees, other lienholders or parties claiming a legal or equitable interest in the Property, any agreements, documents, amendments or supplements to this Declaration, the By-Laws, and the Certificate of Incorporation of the Association which may be required by any governmental or quasi-governmental agency, or Institutional Lender or title insurance company designated by the Declarant.

(a) Appointment. By acceptance of a deed to any Lot or by the acceptance of any other legal or equitable interest in the Property, each and every contract purchaser, Lot Owner, mortgagee, or other lienholder or party having a legal or equitable interest in the Property does automatically and irrevocably name, constitute, appoint and confirm Declarant, its successors and assigns, as attorney-in-fact for the purpose of executing such agreements, instruments, amendments or supplements to this Declaration and other instrument(s) necessary to effect the foregoing, together with any Supplemental Declaration contemplated by Section 3.02 hereof, subject to the limitations set forth herein.

(b) Limitations. No agreement, document, amendment or supplement or other instrument which adversely affects the value or substantially alters the floor plan of any Lot, or increases the financial obligations of the Lot Owner by more than ten (10%) percent of his then current annual Common Expense Assessment, or reserves any additional or special privileges for the Declarant not previously reserved, shall be made without prior written consent of the affected Lot Owner(s) and all owners of any mortgage(s) encumbering the affected Lot(s). Any such agreement, document, amendment or supplement or other document which adversely affects the priority or validity of any mortgage which encumbers any Lot shall not be made without the prior written consent of the owners of all such mortgages.

(c) Duration. The power of attorney aforesaid is 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 be binding upon the heirs, personal representatives, successors and assigns of any of the foregoing parties. Further, said power of attorney shall not be affected by the death or disability of any principal and is intended to deliver all right, title and interest of the principal in and to said powers. Said power of attorney shall be vested in the Declarant, its successors and assigns until he or they effectuate the initial conveyance of all Lots in accordance with the first paragraph of this section. Thereafter, said power of attorney shall automatically vest in the Association and may be exercised by its Board of Trustees.

ARTICLE VII
RESTRICTIONS

The Declarant declares that the Common Property shall be subject to all covenants, restrictions and easements of record and to the following restrictions and covenants, all of which shall be perpetual in nature and run with the land:

(a) The Common Property shall be used only for the furnishing of the services and facilities for which they are reasonably intended and suited and which are incident to the use and occupancy of the Lots;

(b) There shall be no obstruction of the Common Property nor shall anything be stored in or upon the Common Property unless expressly permitted in writing in advance by the Board of Trustees of the Association;

(c) No portion of the Common Property shall be used or maintained for the dumping of rubbish or debris. Trash, garbage and other waste shall be disposed of in sanitary containers within the designated areas for regular collection. Lot Owners shall comply with any and all recycling regulations that are promulgated by the Board of Trustees and all recyclable material shall be disposed of in containers designated as appropriate by the Board of Trustees;

(d) No Lot Owner or occupant shall build, plant or maintain or burn, chop or cut any matter or thing upon, in, on, over or under the Common Property;

(e) No Lot Owner shall use or permit to be brought into or stored in any Lot or in upon the Common Property any inflammable oils or fluids including, but not limited to gasoline, kerosene, naphtha, benzene or other explosives or articles deemed hazardous to life, limb or property without in each case obtaining written consent of the Board of Trustees;

(f) Every Lot Owner shall be liable for any and all damage to the Common Property which shall be caused by that Lot Owner, his family members, employees, servants, agents, tenants, visitors and licensees;

(g) Nothing shall be done or stored in any Lots or in or upon the Common Property which will increase the rates of insurance of any Lot or the contents thereof or which will result in the cancellation of insurance on any Lot or the contents thereof or which will be in violation of any law;

(h) Nothing shall be done in or to any Lot or on, in or to the Common Property which will impair the structural integrity of any Lot or Building or which will structurally change any Lot or Building;

(i) No noxious or offensive activities shall be carried on, in or upon the Common Property nor in any Lot nor shall anything be done therein either willfully or negligently which may be or become an annoyance or nuisance to the other Owners or residents upon the Property; and

(k) No immoral, improper, offensive or unlawful use shall be made of any Lot, and all laws, zoning ordinances and regulations of all governmental bodies having jurisdiction over the Property shall be observed.

(l) There shall be a deed restriction on the Deed of Dedication to the Homeowner's Association so that no "house-type" structure may be erected on the Common Property.

Nothing herein shall be deemed to prohibit the reasonable adaptation of any Lot for handicapped use.

ARTICLE VIII

INTENTIONALLY DELETED

ARTICLE IX

DECLARANT'S RIGHTS AND OBLIGATIONS

9.01. Ratification, Confirmation and Approval of Agreements. The fact that some or all of the officers, Trustees, Members or employees of the Association and the Declarant may be identical, and the fact that the Declarant or its nominees have heretofore or may hereafter enter into agreements with the Association or with third parties, will not invalidate any such agreements and the Association and its Members, from time to time, will be obligated to abide by and comply with the terms and conditions thereof. The purchase of a Lot, and the acceptance of the Deed therefor by any party, shall constitute the ratification, confirmation and approval by such purchaser, his heirs, legal representatives, successors and assigns, of the propriety and legality of said agreements or said agreement, or any other agreements authorized and permitted by this Declaration, the Certificate of Incorporation or the By-Laws.

9.02. Rights Reserved to the Declarant. Despite anything to the contrary herein or in the Certificate of Incorporation or By-Laws of the Association, the Declarant hereby reserves for itself, its successors and assigns, for so long as it owns one or more Lots in the Property, the right to sell, lease, mortgage or sublease any unsold Lots.

9.03. Transfer of Special Declarant's Rights. No special rights created or reserved to the Declarant under this Declaration ("Special Declarant's Rights") may be transferred except by an instrument evidencing the transfer recorded in the Office of the Clerk/Register of Morris County, New Jersey. The instrument shall not be effective unless executed by the transferee.

9.04. Liability of Transferor. Upon transfer of any Special Declarant's Right, the liability of the transferor is as follows:

(a) A transferor is not relieved of any obligation or liability arising before the transfer and remains liable for warranty obligations imposed upon him. Lack of privity does not deprive any Lot Owner of standing to bring an action to enforce any obligation of the transferor.

(b) If a transferor retains any Special Declarant's Right or if a successor to any such Special Declarant's Right is an Affiliate of the Declarant, the transferor is subject to liability for all obligations and liabilities imposed on a Declarant or by the Declaration arising after the transfer and is jointly and severally liable with the successor for the liabilities and obligations of the successor which relate to the Subject Property.

(c) A transferor who retains no such Special Declarant's Rights has no liability for any act or omission or any breach of a contractual or warranty obligation arising from the exercise of any such Special Declarant's Right by a successor who is not an Affiliate of the transferor.

9.05. Transfer of Rights Requested. Unless otherwise provided in a mortgage instrument or deed of trust, in case of foreclosure of a mortgage, sale by a trustee under a deed of trust or sale under any bankruptcy or receivership proceedings of any Lots owned by Declarant in the Subject Property, a person acquiring title to all the Lots being foreclosed or sold, but only upon his request, succeeds to all such Special Declarant's Rights or only to any such Special Declarant's Rights to maintain models, sales offices and signs. The judgment or instrument conveying title shall provide for transfer of only the Special Declarant's Rights requested.

9.06. Foreclosure, Bankruptcy, Receivership. Upon foreclosure, sale by a trustee under a deed or trust or sale under any bankruptcy or receivership proceedings of all Lots in the Subject Property owned by the Declarant, unless the Judgment or instrument conveying title provides for transfer of all Special Declarant's Rights to a successor to Declarant:

(a) The Declarant ceases to have any Special Declarant's Rights, and

(b) The period of Declarant control terminates.

9.07. Liability of Successors. The liabilities and obligations of persons who succeed to all Special Declarant's Rights are as follows:

(a) A successor to all Special Declarant's Rights who is an affiliate of the Declarant is subject to all obligations and liabilities imposed on any Declarant by law or by the Declaration.

(b) A successor to all such Special Declarant's Rights, other than a successor described in paragraph (c) or (d) hereof who is not an affiliate or Declarant, is subject to all obligations and liabilities imposed upon Declarant by law or the Declaration, but he is not subject to liability for misrepresentations or warranty obligation on improvements made by and previous Declarant or made before the Subject Property was created or for a breach of fiduciary obligation by any previous Declarant.

(c) A successor to only a Special Declarant's Right to maintain models, sales offices and signs, if he is not an Affiliate of Declarant, may not exercise any other Special Declarant's Right, but is not subject to any liability or obligation as a Declarant.

(d) A successor to all Special Declarant Rights who is not an affiliate of Declarant and who succeeded to those rights pursuant to a deed in lieu of foreclosure or a judgment or instrument conveying title to Lots under subparagraph (c) aforesaid may declare his intention in a recorded instrument to hold those rights solely for transfer to another party. Thereafter, until transferring all such Special Declarant's Rights to any person acquiring title to any Lot owned by the successor, or until recording an instrument permitting exercise of all those rights that successor may not exercise any of those rights other than the right to control the Board for the duration of any period of Declarant's control, and any attempted exercise of those rights is void. So long as a successor Declarant may not exercise special rights under this subparagraph he is not subject to any liability or obligation as a Declarant other than liability for his own acts and omissions under the Declaration.

(e) Nothing in this paragraph subjects any successor to a Special Declarant's Right to any claim against or other obligations of a transferor other than claims and obligations arising under the Declaration.

ARTICLE X
GENERAL PROVISIONS

10.01. Duration. The provisions of this Declaration shall be perpetual in duration, shall run with and bind all of the land included in the Property and shall insure to the benefit of and be enforceable by the Association and the Lot Owners, their respective successors, assigns, heirs, executors, administrators, and personal representatives, except that the covenants and restrictions set forth in Article VII shall have an initial term of forty (40) years from the date this Declaration is recorded in the Office of the Morris County Clerk/Register, at the end of which period such covenants and restrictions shall automatically be extended for successive periods of ten (10) years each, unless at least two-thirds (2/3) of the Lot Owners at the time of the expiration of the initial period or of any extension period shall sign an instrument or instruments (which may be in counterparts) in which they shall agree to change said covenants and restrictions in whole or in part; but no such agreement shall become binding unless written notice containing the terms of the proposed agreement is sent to every Owner at least ninety (90) days in advance of the action taken in authorizing said agreement; and, in any event, any changes concerning any such agreement shall not become effective and binding until three (3) years after the recording of the fully executed instrument or instruments containing such agreement, and provided further, that in no event may the Common Property be conveyed to any third person, firm or corporation without the express consent, by ordinance, of the governing body of the Township of Mount Olive (or such municipal corporation or other governmental entity as may then have zoning and subdivision jurisdiction over the Property).

10.02. Amendment of Declaration. Except as otherwise expressly provided herein, this Declaration may be amended at any time after the date thereof by a vote of Delegates representing at least sixty-seven percent (67%) of all Lot Owners, at any meeting of the Association held in accordance with the provisions of the By-Laws. No amendment shall be effective until recorded in the Office of the Clerk/Register of Morris County, New Jersey. This paragraph is by way of supplement to and not in derogation of the powers of amendment reserved to the Declarant pursuant to Article VI hereof. In the alternative, an amendment maybe made by an agreement signed and acknowledged by all of the Lot Owners in the manner required for the execution of a deed, and such amendment shall be effective when recorded in the Office of the Clerk/Register of Morris County, New Jersey. Despite the foregoing, any amendment so requiring it under the provisions of Article VII shall also have the prior written approval of fifty-one (51%) percent of the Eligible Mortgage Holders.

10.03. Enforcement. Enforcement of this Declaration shall be by any appropriate proceeding in law or equity in any court or administrative tribunal having jurisdiction, against any person or persons, firm or corporation violating or attempting to violate any covenant herein contained; either to restrain or enjoin such violation or threatened violation or to recover damages; and against any Owner to enforce any lien created by this Declaration in any covenant herein contained. Failure by the Association or any Beneficial Member thereof to enforce any covenant herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right to enforce the same thereafter.

In the event the Common Property is not maintained in reasonable order and condition, the Township of Mt. Olive shall have the right to enter upon and maintain any portion of that Common Property. The assumption of such maintenance responsibility shall be in accordance with the procedure set forth in N.J.S. 40:55D-43(b). The cost of same shall be assessed, enforced and collected in accordance with the provisions of N.J.S. 40:55D-43(c). Despite any limitations as to the applicability of N.J.S. 40:55D-43(b) and (c) aforesaid to the maintenance of "open space", provisions of this paragraph shall be deemed to apply to all maintenance obligations as set forth in this Declaration. The cost of such maintenance by the municipality shall be assessed pro rata against the Owners of each Lot affected thereby and shall become a lien and tax on each such Lot, and shall be enforceable by the Township of Mt. Olive in the manner provided by law with respect to real estate taxes assessed directly against each such Lot.

<u>10.04. Validity.</u> The invalidity of any provisions of this Declaration, the Certificate of Incorporation or By-Laws of the Association shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration or the Certificate of Incorporation or By-Laws and, in the event of a Declaration of invalidity all of the other provisions of this Declaration and said Certificate of Incorporation and By-Laws shall continue in full force as if such invalid provisions had never been included.

<u>10.05. Waiver.</u> No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce it, irrespective of the number of violations or breaches which may occur.

<u>10.06. Gender.</u> The use of the masculine gender in this Declaration shall be deemed to refer to the feminine gender and the use of the singular shall be deemed to refer to the plural, and vice versa, whenever the context so requires.

<u>10.07. Rule Against Perpetuities.</u> If any provision of this Declaration or the By-Laws shall be interpreted to constitute a violation of the rule against perpetuities, then such provision shall be deemed to remain in effect until the death of the last

survivor of the now living descendants of George Herbert Walker Bush, former President of the United States of America, plus twenty-one (21) years thereafter.

10.08. Exhibits. Attached hereto and made a part hereof are the following schedules:

Exhibit A	Legal Description
Exhibit B	Filed Map
Exhibit C	Legal Description of Common Property
Exhibit D	Certificate of Incorporation of Hunter Heights Homeowners Association, Inc.
Exhibit E	By-Laws of Hunter View Estates Homeowners Association, Inc.
Exhibit F	Proposed Budget

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

ATTEST:

Dean Goldberg

DEAN GOLDBERG, SECRETARY

HUNTER VIEW ESTATES HOMEOWNERS ASSOCIATION, Inc.

BY: Jerry Goldberg

JERRY GOLDBERG, PRESIDENT

STATE OF NEW JERSEY, COUNTY OF ~~ESSEX~~ MORRIS SS:

I CERTIFY that on December 9, 2002, Dean Goldberg personally came before me, and this person acknowledged under oath, to my satisfaction, that: (a) this person is the secretary of Rachel Manor, L.L.C., the Limited Liability Company named in this document; (b) this person is the attesting witness to the signing of this document by the proper corporate officer who is Jerry Goldberg, the President of the corporation; (c) this document was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Board of Directors; and (D) this person signed this proof to attest to the truth of these facts.

Signed and sworn before me on

Joann Tracy

JOANN TRACY

Notary Public of N.J.

My Commission Expires 2/25/2006

Dean Goldberg

DEAN GOLDBERG, SECRETARY

STATE OF NEW JERSEY
DEPARTMENT OF TREASURY
FILING CERTIFICATION (CERTIFIED COPY)

HUNTER VIEW ESTATES HOMEOWNERS ASSOCIATION, INC.

0100893154

I, the Treasurer of the State of New Jersey, do hereby certify, that the above named business did file and record in this department a Certificate of Incorporation on November 27th, 2002 and that the attached is a true copy of this document as the same is taken from and compared with the original(s) filed in this office and now remaining on file and of record.

IN TESTIMONY WHEREOF, *I have hereunto set my hand and affixed my Official Seal at Trenton, this 2nd day of December, 2002*

John E McCormac, CPA
State Treasurer

CERTIFICATE OF INCORPORATION OF

HUNTER VIEW ESTATES HOMEOWNERS ASSOCIATION, INC.

A NEW JERSEY NON PROFIT CORPORATION

This is to certify that the undersigned, does hereby associate into a corporation, under and by virtue of the provision of an act of Legislature of the State of New Jersey, entitled Title 15-A:208 of the revised statutes of the New Jersey Nonprofit Corporation Act, and supplements thereto and acts amendatory thereof.

FIRST: The name of the corporation is:

HUNTER VIEW ESTATES HOMEOWNERS ASSOCIATION, INC.

SECOND: The Registered Agent, upon whom process against this corporation may be served is:

Carl D. Silverman

THIRD: The Registered Office address is:

c/o Wilf & Silverman, Esqs.
820 Morris Turnpike, Suite 201
Short Hills, New Jersey 07078

FOURTH: The purpose for which this corporation is organized is as follows: a homeowners association

To do any other act or thing incidental to or connected with the foregoing purposes or in advancement thereof but not for the pecuniary profit or financial gain of its members, directors or officers.

To make bylaws for the management of its property and the regulation of its property and the regulation of its affairs; to contract and be contracted with; to take and hold by lease, gift, purchase, grant, devise or bequest, any property, real or personal, necessary or desirable for the attainment of the objectives and the carrying into effect the purposes of the corporation; to transfer and convey its real or personal property; to exercise any corporate powers necessary or incidental to the exercise of the powers herein enumerated.

The corporation is organized exclusively for charitable, religious, educational and scientific purposes, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under Section 501 (c) (3) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law).

No part of the net earnings of the corporation shall insure to the benefit of, or be distributable to its members, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth herein.

No substantial part of the activities of the corporation shall be carrying on of propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office. Notwithstanding any other provision contained herein, the corporation shall not carry on any other activities not permitted to be carried on by a corporation exempt from Federal income tax under Section 501 (c) (3) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law) or by a corporation, contributions to which are deductible under Section 170 (c) (2) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law).

Upon the dissolution of the corporation, the Board of Trustees shall, after paying or making

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provision for the payment of all of the liabilities of the corporation, dispose of all the assets of the corporation exclusively the purposes of the corporation in such manner, or to such organization or organizations organized and operated exclusively for charitable, educational, religious, or scientific purposes as shall at the time qualify as an exempt organization or organizations under Section 501 (c) (3) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law), as the Board of Trustees shall determine. Any such assets not so disposed of shall be disposed of by the Superior Court of the State of New Jersey, exclusively for such purposes or to such organization or organizations, as said court shall determine, which are organized and operated exclusively for such purposes.

FIFTH: The corporation shall have members. Qualifications for membership will be as set forth in the bylaws of the Corporation.

SIXTH: The rights and limitations of the different classes of members will be as set forth in the bylaws of the Corporation.

SEVENTH: The method of electing trustees will be as set forth in the bylaws of the Corporation.

EIGHTH: The term for which the Corporation is to exist is:

Perpetual

NINTH: The first Board of Trustees shall consist of three Trustees. The names and post office addresses of the Trustees who have been selected to act until the first meeting of the Corporation are as follows:

Jerry Goldberg	47 Roosevelt Street Roseland, New Jersey 07068
Dean Goldberg	47 Roosevelt Street Roseland, New Jersey 07068
Melonie Reisinger	47 Roosevelt Street Roseland, New Jersey 07068

TENTH: The name and address of the incorporator is:

EXHIBIT A
Legal Description of Property

Deed

This Deed is made on December 12, 2000
BETWEEN

KOVAL DEVELOPMENT CORP.

a corporation of the state of New Jersey
having its principal office at 20 Commerce Boulevard, Succasunna, New Jersey 07876

referred to as the Grantor,
AND

RACHEL MANOR, L.L.C.,

whose post office address is 47 Roosevelt Street, Roseland, New Jersey 07068

referred to as the Grantee.
The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.

1. Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) the property (called the "Property") described below to the Grantee. This transfer is made for the sum of ONE MILLION THREE THOUSAND and 00/100 ($1,003,000.00) ------------------------- Dollars
The Grantor acknowledges receipt of this money.

2. Tax Map Reference. (N.J.S.A. 46:15-1.1) Municipality of Mt. Olive Township
Block No. 7702 Lot No. 32 Qualifier No. Account No.
☐ No property tax identification number is available on the date of this Deed. (Check box if applicable.)

3. Property. The Property consists of the land and all the buildings and structures on the land in the Township of Mount Olive County of Morris and State of New Jersey. The legal description is:

x☒x Please see attached Legal Description annexed hereto and made a part hereof. (Check box if applicable.)

BEING THE SAME premises conveyed to the Grantor herein by Deed from Ralph Politi and Rita M. Politi, his wife, dated and being recorded simultaneously with the within deed.

Prepared by: (print signer's name below signature)

RONALD S. HEYMANN, ESQ.

(For Recorder's Use Only)

104 - Deed - Bargain and Sale
Cov. as to Grantor's Acts - Corp. to Ind. or Corp.
Plain Language Rev. 10/96 Print date 12/96

TITLE INSURANCE COMMITMENT
File Number: AT-14381 .165

SCHEDULE C
LEGAL DESCRIPTION

All that tract or parcel of land and premises, situated, lying and being in the Township of Mt. Olive, County of Morris, State of New Jersey and being more particularly described as follows:

BEGINNING at a point in the northerly line of lands now or formerly of Oscar Schleifer and Eliza Hulse Cassedy at the most southerly corner of lands now or formerly of Pine Crest, Inc. said point being marked by a monument and being the beginning point as recited in a certain deed from Michael C. and Mary L. Gallow and Thomas V. and Edith G. Wade to M.G.W. INC., and recorded in Deed Book No. 1875, page 48, and running; thence,

(1) South 60 degrees 28 minutes 50 seconds West, 581.58 feet along lands now or formerly of Oscar Schleifer and Eliza Hulse Cassedy to the westerly line of lands now or formerly of Wolfe; thence

(2) North 27 degrees 13 minutes 50 seconds West, 947.53 feet along the same to the southerly line of Old Wolfe Road, 25 feet from its centerline measured at right angles; thence

(3) North 58 degrees 24 minutes 10 seconds East, 133.83 feet to a point; thence

(4) North 48 degrees 47 minutes 10 seconds East, 182.25 feet still along the southerly line of Old Wolfe Road to a point; thence

(5) North 59 degrees 39 minutes 20 seconds East, 63.50 feet still along the southerly sideline of Old Wolfe Road to a point; thence

(6) South 19 degrees 00 minutes 20 seconds East, 282.87 feet to a point; thence

(7) North 69 degrees 43 minutes 50 seconds East, 348.03 feet to a point; thence

(8) South 17 degrees 11 minutes 10 seconds East, 245.08 feet to a point; thence

(9) North 69 degrees 43 minutes 50 seconds East, 5.54 feet to a point; thence

(10) South 19 degrees 00 minutes 20 seconds East, 422.21 feet to the point and place of BEGINNING.

NOTE: Being Lot(s) 32, Block 7702, Tax Map of the Township of Mt. Olive, County of Morris.

NOTE : Lot and Block shown for informational purposes only.

Issued by:
Atlantic Title Agency, Inc.
374 Millburn Avenue - Suite 401 P.O. Box 619 Millburn, NJ 07041
Telephone: 973- 467-6020 Fax: 973-467-6022

By:
Lou
by

c