

## **DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS**

WHEREAS, THIS DECLARATION made this 31st day of October 1989, by BASCH DEVELOPMENT CORPORATION, INC. a New Jersey Corporation, currently having its place of business at 10 Fountain Court, Cherry Hill, New Jersey 08034.

### **WITNESSETH:**

WHEREAS, BASCH DEVELOPMENT CORPORATION, INC., (Hereinafter referred to as the "Developer", is the owner of certain real property situate in Harrison Township, Gloucester County, New Jersey, described in Exhibit "A" attached hereto and made a part hereof and desires to create thereon a planned community with community facilities for the benefit of said community; specifically, the maintenance of a storm water detention system only;

WHEREAS, Developer desires to provide for the preservation and enhancement of the property values, amenities and opportunities in said community and for the maintenance of the properties and improvements thereon, and to this end desires to subject the real property described in Exhibit "B" hereof, together with such additions as may hereafter be made thereto (as provided in Articles II and III hereof) to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

NOW, THEREFORE, the Developer declares that the real property described in Exhibit "B" hereof and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens

(hereinafter sometimes referred to as "covenants and restrictions" hereinafter set forth. For the efficient preservation of the values and amenities in said community, the Developer has incorporated the Woodland Run Homeowner Association, Inc., a nonprofit corporation, under the laws of the State of New Jersey and hereby delegates and assigns to said Woodland Run Homeowner Association, Inc., the powers and duties of owning, maintaining and administering the said properties and facilities placed thereon, administering and enforcing the covenants and restrictions, collecting and disbursing the assessments and charges hereinafter created, and promoting the recreation, health, safety and welfare of the residents.

## **ARTICLE I**

### **DEFINITIONS**

Section 1. "Assessable Property" shall mean and refer to the entire property except such part or parts thereof as may from time to time constitute Exempt Property.

Section 2. "Association" shall mean and refer to Woodland Run Homeowner Association., Inc., its successors and assigns.

Section 3. "Association hoard" shall mean and refer to the Board of Trustees of the Association.

Section 4. "Association Charter" shall mean and refer to the Certificate of Incorporation of the Association.

Section 5. "Book of Resolutions" shall mean and refer to the document containing rules and regulations and policies adopted by the Association Board as the same may be from time to time amended.

Section 6. "Certified for Occupancy" shall mean that evidence has been issued by the appropriate local government authority stating that a structure may be occupied for the purpose for which it was built.

Section 7. "Common Area" shall mean and refer to those areas of land and improvements thereon now or hereafter conveyed to the Association, which are intended to be devoted to the common use and enjoyment of the Members, and where the Association Board shall approve, the public. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as in Exhibit "C" attached hereto and made a part hereof.

Section 8. "Declaration" shall mean and refer to this Declaration of Easements, Covenants and Restrictions as the same may from time to time be supplemented or amended in the manner prescribed herein.

Section 9. "Developer" shall mean and refer to Basch Development Corporation, Inc. and its assigns, together with any successor to all or substantially all of its business of developing the properties.

Section 10. "Exempt Property" shall mean and refer to the following portions or parts of the property.

(i) all land and Permanent Improvements as hereinafter defined, owned by the United States, the State of New Jersey, Gloucester County, Harrison Township, or any instrumentality or agency of any such governmental entity for so long as any such entity or instrumentality or agency shall be the owner thereof;

(ii) all land and Permanent Improvements owned by the Association for so long as the Association shall be the owner thereof;

(iii) all land and Permanent Improvements exempt by virtue of applicable law from all real estate taxes imposed by Harrison Township, Gloucester County and the State of New Jersey.

(iv) all land which is not shown upon any subdivision plat.

Section 11. "Lessee" shall mean and refer to any holder, sublessee or assignee of a leasehold interest in any Unit for an initial term of not less than twelve (12) months.

Section 12. "Lot" shall mean and refer to a portion of the Assessable Property which is less than the whole thereof and which is assessed as a unit for the purpose of real estate taxes imposed by the State of New Jersey, Gloucester County or Harrison Township.

Section 13. "Members" of the Association shall mean Owners and Lessees of Residential Units, Residents and the Developer. Members shall be divided into the following groups for voting purposes:

Group A — consisting of Owners and Lessees of Residential Units.

Group B — consisting solely of the Developer. No person shall remain a member of the Association after he ceases to own or hold the interest or interests which theretofore qualified him for membership. A contract seller of an interest which theretofore qualified such contract seller for membership in the Association shall remain a member of the Association until such time as such interest is conveyed to the purchaser, and a contract purchaser does not become eligible for membership in the Association until title to such interest is conveyed to the contract purchaser. A person who holds an interest merely as security for the performance of an obligation shall not

be treated as a member of the Association by reason of such interest.

The Developer shall cease to be a member on December 31, 1990.

Section 14. "Owner" shall mean and refer to the record owner of the fee simple title to any Unit within the Property, or to the holder of any common or joint interest therein, if such Unit is owned by more than one person or entity.

Section 15. "Parcel" shall mean and refer to a portion of the Property which is subject to a parcel declaration filed by the Builder of the Permanent Improvements thereon, which declaration shall be approved by the Developer.

Section 16. "Permanent Improvements" shall mean and refer to all buildings, structures and other, matters and things which at the time of assessment of each "Annual Assessment", as defined in Article IV hereof, are taxable by the State of New Jersey, Gloucester County or Harrison Township as real property under applicable law.

Section 17. "Person" means any individual, corporation, joint venture, partnership, association, joint stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof.

Section 18. "Property" as used herein shall mean and refer as follows:

(i) at the time of execution hereof, the term "Property" shall mean all land described in Exhibit "B" annexed hereto and all presently existing Permanent Improvements built, installed or erected thereon;

(ii) from and after the building, installation or erection of each new Permanent Improvement upon the land described in Exhibit "B" annexed hereto, the term "Property" shall also include each new Permanent Improvement;

(iii) from and after each addition to the land subject to this Declaration pursuant to Article II hereof, the term "Property" shall also include each added parcel of land and each Permanent Improvement existing on each such added parcel of land at the time that the same is subjected to this Declaration; and

(iv) from and after the building, installation or erection of each new Permanent Improvement on each added parcel of land referred to in subparagraph (iii) above, the term "Property" shall also include each new Permanent Improvement.

Section 19. "Residential" shall mean and refer to Property intended and used primarily as a dwelling unit. "Non- Residential" shall mean and refer to all other property.

Section 20. "Resident" shall mean and refer to:

(i) each owner and tenant actually residing on any party of the Property;  
and

(ii) members of the immediate family of each owner and each tenant, who are at least eighteen (18) years of age and who actually live within the Property and in the same household with such owner or such tenant.

Section 21. "Special District" shall mean and refer to a portion of the Property which is subject to a Supplementary Declaration filed by the Developer for the purpose of raising an assessment for the construction of recreational and cultural facilities and/or programs to primarily benefit the residents of said portion of the property. Said Special District shall be administered by a not-for-profit corporation formed for that purpose.

Section 22. "Supplementary Declaration" shall mean any declaration of

easements, covenants, and restrictions which may be recorded by the Developer, and which (a) extends the provisions of this Declaration to any land acquired hereafter and not already subject to this Declaration, or (b) contains such provisions, complimentary to this Declaration, as may be deemed appropriate by the Developer, or (c) contains provisions establishing a Special District.

Section 23. "Unimproved Lot" shall mean any lot on which no structure has been erected which has been certified for occupancy.

Section 24. "Unit" shall mean and include:

- (i) any Lot within the Property and the Permanent Improvements thereon (if any);
- (ii) any residence within the Property; and
- (iii) any share, membership or other interest in any cooperative or other entity organized and operated for the purpose of making residential dwelling units available to its shareholders, members or other beneficiaries, which share membership or other interest entitles the Owner thereof to possession of any residential dwelling unit within the Property. Shareholders, members or other beneficiaries shall include contract sellers, but shall exclude those having an interest merely as; security for the performance of an obligation.

## **ARTICLE II**

### **PROPERTY SUBJECT TO THIS DECLARATION**

#### **ADDITIONS THERETO**

Section 1. The property -- The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in

Harrison Township, Gloucester County, New Jersey, and is more particularly described in Exhibit "B".

(a) Additions by the Developer. The Developer, its successors and assigns, shall have the right to bring within the scheme of this Declaration additional properties in future stages of development which are adjacent or contiguous to the lands illustrated in Exhibit "A" or lands which are adjacent to or contiguous to lands illustrated in Exhibit "B".

(b) Other Additions. Notwithstanding the foregoing additional lands may also be annexed to the Property upon approval of said annexation by a majority of the members of the Association present and voting at a meeting of the Members, and if the Developer is still a member, upon written approval of the Developer.

The additions authorized under subsections (a) and (b) shall be made by recording one or more Supplementary Declarations with respect to the additional property.

### **ARTICLE III**

#### **COMMON AREA**

Section 1. Obligations of the Association. The Association, subject to the rights of the Members set forth in this Declaration, shall be responsible for the exclusive management and control of the Common area and all improvements thereon (including furnishings and equipment related thereto) and shall keep the same in good, clean, attractive and sanitary condition, order and repair in compliance with standards set for the Woodland Run Homeowner Association.

Section 2. Member's Rights and/or Easement of Enjoyment. Subject to the provisions herein, every Member shall have a right and easement of enjoyment in

and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot.

Section 3. Extent of Members' Rights and/or Easements. The Members' Rights and/or Easements of enjoyment of the Common Area created hereby shall be subject to the following:

(a) the right of the Association to establish reasonable rules for the use of the Common Area;

(b) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be provided in the Association Charter.

(c) The right of the Association to improve the Common Area, subject to the approval of the Woodland Run Homeowner Association.

(d) Easements of record.

Section 4. Damage or Destruction- of Common Area by Owner. In the event any Common Area is damaged or destroyed by an Owner, a member of his family, or any of his guests, tenants, licensees or agents, such Owner hereby authorized the Association to repair said damaged area; the Association shall repair said damaged area in a good workmanlike manner and in conformance with the original plans and specifications of the area involved, or as the area may have been modified or altered subsequently by the Association in accordance with this Declaration. The Owner shall pay to the Association, within thirty (30) days following notice from the Association, the amount necessary for such repairs and such amount shall become a Special Assessment upon the Unit of said Owner until paid.

Section 5. Title to Common Area. The Developer may retain the legal title to areas designated as Common Area or portions thereof until such time as the Developer has completed improvements thereon, but notwithstanding any provisions herein, the Developer hereby covenants that the Developer shall convey the Common Area, or any portion thereof, to the Association promptly after the completion of construction of any improvements contemplated for the Common Area, or any portion thereof. The Association hereby covenants to accept all such conveyances. Members shall have all rights and obligations imposed by the Declaration with respect to the Common Area except for such restrictions as the Developer shall establish for reasons of safety or to facilitate construction of improvements. The Association shall not be liable for payment of taxes, insurance or maintenance for the Common Area or any portion thereof until the Common Area or any such portion is conveyed to it by the Developer.

#### **ARTICLE IV**

##### **COVENANT FOR MAINTENANCE ASSESSMENTS**

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

The Developer hereby covenants, and each Owner of any Unit by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association all assessments and charges established herein and to be paid in the manner hereinafter provided.

All such assessments, together with interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each

such assessment, together with interest thereon and costs of collection thereof, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

Section 2. General Assessment.

(a) Purpose of Assessment. The general assessment levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the Residents of the Property and in particular, for the improvement, maintenance, and operation of the Common Area, facilities and programs.

(b) Basis for Assessment. Residential Units shall be Subject to an annual assessment in an amount at a uniform annual rate for all Residential Units. The basis of assessment in any year shall be the same for all Residential Units and shall be selected by a two-thirds (2/3) vote of the Association Board.

(c) Rate of Assessment. The Association Board by a majority vote of the directors shall each year set an annual assessment rate sufficient to meet the obligations imposed by this Declaration.

Section 3. Special Assessment for Capital Improvement. In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment applicable to that year and not more than the next two succeeding years 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, including fixtures and personal property related thereto, providing that any such assessment shall have the assent of the Developer, so long as there is a Group B membership.

Section 4. Parcel Assessments. The Association may enforce the terms of a parcel declaration including levying in any assessment year any assessments established by a parcel declaration for the purpose of defraying, in whole or in part, the cost of any maintenance, reconstruction, repair or replacement of the property of the parcel association or the capital improvements in the Parcel, if in the sole discretion of the Association, the parcel association has failed to levy a needed assessment or properly enforce the parcel declaration.

Section 5. Date of Commencement of Annual Assessments. The first annual assessment of any Unit shall commence and be prorated to the date such Unit becomes certified for occupancy. The Association shall fix the amount of the annual assessment against each Unit at least thirty (30) days in advance of each annual assessment period. Written Notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Association. The Association, shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association, setting forth whether the assessments on a specified lot have been paid.

Section 6. Effect of Non-payment of Assessments: Remedies of the Association. Any assessment referred to in Section 2, 4 and 5 of this Article IV, not paid within thirty (30) days after the due date may upon resolution of the Association Board bear interest from the due date at a percentage rate no greater than the current statutory maximum annual interest rate for the State of New Jersey which rate shall be set by the Association Board for each assessment period. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose

the lien against the property. If the Association has provided for collection of assessments in installments, upon default in the payment of any one or more installments, the Association *may* accelerate payment and declare the entire balance of such assessment due and payable in full. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Unit.

Section 7. Subordination of the Lien to Mortgage. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien, however, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter coming due or from the lien thereof.

## **ARTICLE V**

### **GENERAL PROVISIONS**

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date hereof, after which time they shall be automatically extended for successive periods of ten (10) years, unless prior to the expiration of the twenty (20) year term or of any ten (10) year extension period, the covenants and restrictions are expressly terminated by an instrument approved by a vote of not less than a majority of Members. A termination shall become effective when such instrument is recorded in the Office of the Clerk of Gloucester County.

Section 2. Amendment. This Declaration may be amended at any time by an instrument approved by a vote of not less than a majority of the Group A Members with the approval of and signed by the Developer if there is still a Group B membership in the Association. An amendment shall become effective when such instrument is recorded in the Office of the Clerk of Gloucester County.

Section 3. Enforcement. The Association, any Owner, the Developer or the Governing body of the municipality, subject to the association rules and regulations may seek to enforce either maintenance or any other rights or obligations which the Homeowner's Association can legally undertake pursuant to the statutes of the State of New Jersey and their restrictions contained in the association agreement and rules and regulations. This right shall extend to and include any right and/or enforcement to which any members or member of the public may be entitled to which the Governmental body of the municipality may likewise be entitled with the protection of the public interest. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall remain in full force and effect.

Section 5. Conflicts. The Declaration shall not be taken as permitting any action or thing prohibited by the applicable zoning laws, or the laws, rules or regulations of any governmental authority, or by specific restrictions imposed by any deed or lease. In the event of any conflict, the most restrictive provision of such laws, rules, regulations, deeds, leases or the Declaration shall be taken to govern and control.

Section 6. Mergers. The properties, rights and obligations of the

Association may, by operation of law, be transferred to another surviving or consolidated association, or alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the Property together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established within the Property by this Declaration and Supplementary Declarations.

Section 7. Captions. The captions of the sections herein are for convenience only and shall not affect the meanings or interpretation of the contents thereof.

Section 8. Governing Law. This Declaration shall be construed and enforced in accordance with the laws of the State of New Jersey.

**EXHIBIT A**

**TOWNSHIP OF HARRISON, GLOUCESTER COUNTY**

**DETENTION BASIN**

BEGINNING at a point in the Westerly curved line of Orchard Drive, said point being the total arc and tangent distance of 641.65 feet Westwardly and Southwardly from the Westerly end of a curve connecting the Northerly curved line of Orchard Drive with the Northwesterly line of Amber Court; said connecting curve having a radius of 15 feet; said point also being in the division line of Lots 10 and 10.13, Block 49 on plan hereinafter mentioned; thence

(1) Southwardly along the Westerly curved line of Orchard Drive curving to the left with a radius of 175 feet, an arc distance of 15.02 feet to a point in the division line of Lots 10 and 10.12; thence

(2) North 84 degrees 57 minutes 25 seconds West along said division line, a distance of 125 feet to an angle; thence

(3) South 28 degrees 43 minutes 46 seconds West continuing along said division line, a distance of 53.33 feet to a point; thence

(4) South 12 degrees 19 minutes 36 seconds East, a distance of 150 feet to a point in the division line of Lots 10 and 10.11; thence

(5) South 58 degrees 10 minutes 24 seconds West along said division line, a distance of 72.60 feet to a point in the Southeasterly line of Tax: Lot 15, Block 49; thence

(6) North 06 degrees 10 minutes 00 seconds East along said line, a distance of 16.50 feet to an angle; thence

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**EXHIBIT A - DETENTION BASIN**

(7) North 83 degrees 30 minutes 03 seconds West continuing along said Tax Lot, a distance of 133.16 feet to a point in the Southeasterly line of Tax Lot 15.01, Block 49; thence

(8) North 04 degrees 08 minutes 04 seconds East along said line, a distance of 162.96 feet to a point in the Southeasterly line of Tax Lot 7, Block 49; thence

(9) North 63 degrees 29 minutes 01 seconds East along said division line, a distance of 129.42 feet to a point in the division line of Lots 10 and 10.13; thence

(10) South 84 degrees 57 minutes 25 seconds East along said division line a distance of 184.09 feet to the point and place of Beginning

BEING Known As Lot 10, Block 49, on Plan of Lots "Woodland Run", filed 3-3-89 as Map No.8 -2 9

**EXHIBIT B**

**TOWNSHIP OF HARRISON, GLOUCESTER COUNTY**

**RESIDENTIAL LOTS**

BEGINNING at a point in the Northerly line of Woodland Avenue corner to Tax Lot 9, Block 49; thence

(1) North 00 degrees 34 minutes 44 seconds West 25.02 feet a distance of 201.12 feet to a concrete monument; thence

(2) Along lands now or formerly of the Estate of Phillip Gardiner, North 00 degrees 26 minutes 37 seconds West, 408.25 feet to a concrete monument; thence

(3) Along lands now or formerly of Thomas Holtzhauser, North 00 degrees 47 minutes 05 seconds West, 819.05 feet to a field stone; thence

(4) Along lands of the same North 71 degrees 34 minutes 19 seconds West 245.03 feet to a point; thence

(5) Along lands now or formerly of Monroe Developers South 31 degrees 41 minutes 01 seconds West, 349.80 feet to a concrete monument; thence

(6) Along lands of the same South 51 degrees 58 minutes 01 seconds West, 525.36 feet to a point; thence

(7) Along lands of the same South 27 degrees 59 minutes 01 seconds West, 266.64 feet to a point; thence

(8) South 84 degrees 57 minutes 25 seconds East, along the division line of Lots 10 and 11.13 a distance of 184.09 feet to a point in the Westerly curved line of Orchard Drive; thence

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**EXHIBIT B - RESIDENTIAL LOTS**

(9) Southwardly along said curve curving to the left with a radius of 175 feet an arc distance of 15.02 feet to a point in the division line of Lots 10 and 10.2; thence

(10) North 84 degrees 57 minutes 25 seconds West along said division line a distance of 125 feet to an angle; thence

(11) South 28 degrees 43 minutes 46 seconds West a distance of 53.33 feet to a point; thence

(12) South 12 degrees 19 minutes 36 seconds East, continuing along said division line a distance of 150 feet to a point in the division line of Lots 10 and 10.11; thence

(13) South 58 degrees 10 minutes 24 seconds West, along said division line a distance of 72.60 feet to a point in the Southeasterly line of Tax Lot 15, Block 49; thence

(14) South 06 degrees 30 minutes 00 seconds West, along said Lot a distance of 71 feet to a point in the line of lands known formerly of Dennis and Janice McKnight; thence

(15) Along lands of the same and lands now or formerly of Doris Zane, South 83 degrees 30 minutes 00 seconds East, 388.84 feet to a point; thence

(16) Along lands of said Doris Zane, South 06 degrees 30 minutes 00, seconds West, 237.00 feet to a point in the Northerly line of Woodland Avenue; thence

(17) South 83 degrees 30 minutes 00 seconds East, along Woodland Avenue a distance of 341.26 feet to an angle point; thence

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**EXHIBIT B-RESIDENTIAL LOTS**

(18) Continuing along Woodland Avenue, South 88 degrees 14 minutes 44 seconds East, 280.34 feet to the point and place of Beginning.

BEING Lot 10, Block 49 on the Tax Map

ALSO KNOWN AS Lots 10.03 thru 10.27, Block 49 and Lots 1 thru 9,  
Block 49.01 on Plan of Lots "Woodland Run".

