

VILLA ROYAL HOMEOWNERS ASSOCIATION

RESOLUTION 2002-08

TO ADOPT AMENDED AND RESTATED BYLAWS

2003 FEB - 6 P

BURLINGTON COUNTY CLERK

WHEREAS, the Villa Royale Homeowners Association is a non-profit corporation of the State of New Jersey and is governed by a Declaration of Covenants, Restrictions, Charges and Liens dated February 14, 1974 and recorded on July 10, 1974 In the Land Records of the County of Burlington in Book of Deeds, 1888 at Page 834 et seq.; and Amended by Amendment dated September 10, 1975 and recorded September 26, 1975; and

WHEREAS, Bylaws were adopted governing the Association on Aug 21, 2002 and recorded with the Declaration and made a part of the Declaration. The By-Laws at Article VIII set forth the manner in which the By-Laws may be altered, amended or repealed, and

WHEREAS, a court ordered amendment to the Declaration of Covenants, Restrictions, Easements, Charges and Liens, recorded on July 1, 1987 and attached to this Resolution, requires that "all actions requiring or permitting membership voting shall allow and permit voting by mail. Said votes shall be put to a membership vote on no less than thirty (30) days written notice too all owners of records as of the date of the said notice with votes to be postmarked not later than the date of the said notice with votes to be postmarked no later than the date of the meting and all votes to be signed with the name and unit number of the voter indicated thereon. Results of such votes shall be announced in the next monthly newsletter and amendments of the governing documents to be recorded forthwith in the office of the Court Clerk of the County of Burlington. Unless otherwise provided for in the governing documents, a simple majority of all votes cast by mail and in person shall be sufficient to decide the issue in question."

WHEREAS, the Board has met on several occasions and is concerned that some provisions of the By-Laws are inconsistent with the Declaration, have, amongst other things confusing references to Delegates, Classes of membership and with the passage of time and change in circumstances and the operation of the Association, the By-Laws governing the members of the Association have become outdated and need to be updated and clarified; and

WHEREAS, the Board of Trustees has drafted amended and restated By-Laws and notified all members at their last known addresses on the Associations records of a meeting to be held to vote on the Amended and Restated By-Laws, provided each member with a copy of the proposed amended and restated By-Laws and giving the members the right to vote by mail providing them with a voting form to be used; and

WHEREAS the members have consented to a vote by mail in accordance with the New Jersey Non-profit Corporation Act, and the required quorum of members entitled to vote have returned their votes and 75% of the quorum number of members qualified to vote have voted to approve the amended and restated By-laws;

NOW, THEREFORE, BE IT RESOLVED THAT:

The Amended and Restated By-Laws so approved by the Associations members attached to this resolution are adopted replacing the prior By-Laws and any amendments thereto; and


FURTHER that a copy of the Amended and Restated By-Laws be incorporated into a Members Booklet, along with a copy of the Declaration of Covenants, Restrictions, Charges and Liens and Rules and Regulations adopted pursuant to the aforesaid to be delivered to the members.

BE IT FURTHER RESOLVED that a certified copy of this Resolution shall be forwarded to the Burlington County Clerk to be recorded in the Land Records of that County to serve as actual and constructive notice to all persons who acquire property subject to the Declaration of Covenants and Restrictions.

VILLA ROYALE ASSOCIATION

By: , President

ATTEST:

, Secretary

BY-LAWS OF VILLA ROYALE ASSOCIATION

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**BY-LAWS
OF
VILLA ROYALE ASSOCIATION**

**ARTICLE I
NATURE OF BY-LAWS AND DEFINITIONS**

Section 1. These By-Laws are intended to govern the administration of Villa Royale Association (hereinafter "Association"), a non-profit membership corporation organized under Title 15 of the Revised Statutes of New Jersey, together with the management, maintenance and administration of the Common Areas located in the properties known as Villa Royale in the Township of Evesham, County of Burlington and State of New Jersey.

Section 2. Unless the context clearly indicated otherwise, all definitions set forth in that certain Declaration of Covenants, Restrictions, Easements, Charges and Liens (hereinafter "Declaration") recorded in the Office of the Clerk of Burlington County at Book 1888, Page 834 et seq., are incorporated herein by reference and made a part hereof.

Section 3. Members in Good Standing. A member shall be deemed to be in good standing and entitled to vote in person or by proxy at any meeting of the Association or in any ballot by mail, if three (3) business days prior to the date fixed for such event, he has fully paid all installments due for assessments and/or fines made or levied against him and his Unit in the manner designated by the Board by resolution, together with all interest, costs, attorney's fees, penalties and other expenses if any, properly chargeable to him and to his Unit. Any date set forth in these By-Laws for determining good standing for voting purposes, as well as any related requirement may be established by the Board.

ARTICLE II
MEMBERSHIP

Section 1. Membership. The provisions of Section 1 of Article III of the Declaration are incorporated herein by reference and made a part hereof.

Section 2. Voting Rights. The provisions of Section 2 of Article III of the Declaration are incorporated herein by reference and made a part hereof.

Section 3. Assessments. The rights of membership are subject to the payment of annual and special assessments levied by the Association, the obligation to pay which shall become a lien upon the property against which such assessments are made as provided by Article V of the Declaration to which The Properties are subject.

Section 4. Suspension of Rights. The membership rights of any person whose interest in The Properties is subject to assessments under this Article II, Section 3, or Article V of the Declaration whether or not he be personally obligated to pay such assessments, may be suspended by action of the Directors during the period when the assessments remain unpaid; but, upon payment of such assessments, his rights and privileges shall be automatically restored. If the Directors have adopted and published rules and regulations governing the use of the Common Areas, and the personal conduct of any person thereon, as provided in Article III, Sections 1(c) and 10 of these By-laws, they may, in their discretion, suspend the rights of any such person for any violation of any such rules and regulations.

ARTICLE III
BOARD OF DIRECTORS

Section 1. General Powers. The property, affairs and business of the Association shall be managed by the Board of Directors, which shall have all those powers granted to it by law and by the Articles of Incorporation of the Association. In addition, it shall have the following powers herein granted or necessarily implied which it shall exercise in its sole discretion.

(a) To employ, by contract or otherwise a manager, managing agent or an independent contractor, to oversee, supervise and follow out the responsibilities of the Board. Said manager, managing agent or independent contractor shall be compensated upon such term or terms as the Board deems necessary and proper and the Board may delegate to such manager, managing agent or independent contractor such powers as may be necessary to carry out the functions of the Board. Any such person(s) or entity shall furnish a fidelity bond, in form and amount satisfactory to the Board, which covers all persons responsible for the handling of money; and

(b) To employ any person, firm or corporation to repair, maintain, and renovate all Common Areas, to seed, sod, plant, transplant, prune, fertilize, water, cut, destroy pull plants up or out, spray substances, put pesticides or other chemical or biological agents in, under or above the water or grounds, grass, trees, streams, and waterways, on the Common Areas; build, erect, repair maintain and renovate recreation facilities; build, erect, repair maintain and renovate roads, walks or paths; lay pipes, culverts; bury utilities; put up lights or poles, erect signs and traffic and safety controls of various sorts; and

(c) To adopt and amend rules and regulations covering the details of the operation and use of the Common Areas, including but not limited to fixing and requiring the payment of seasonal

fees and other fees and for the use and enjoyment by the members and others of the swimming pool and facilities appurtenant thereto; and

(d) To make repairs, additions and improvements to or alterations of the Common Areas and repairs to and restoration of the Common Areas in accordance with other provisions of these By-laws after damage or destruction by fire or other casualty or as a result of condemnation proceedings; and

(e) To enforce obligations of members, to allocate profits and expenses and to do anything and everything else necessary and proper for the sound maintenance and management of the Common Areas including the right to bring lawsuits to enforce the rules and regulations promulgated by the Board. The Board shall have the power to levy fines against the members and to suspend their enjoyment rights to the Common Areas for a period designated by the Board by Resolution for violation of the reasonable rules and regulations established by it to govern the conduct of the members. No fine may be levied for more than \$10.00 per day for any one violation, but each day the violation continues shall be considered a separate violation. Collection of the fines may be enforced against any Unit Owner involved as if the fines were a Community Expense or Maintenance Assessment owed by the particular Unit Owner(s); and

(f) To establish rules and regulations for the use of the parking spaces situate upon the Common Areas; and

(g) To employ professional counsel; to obtain advice from persons, firms or corporations such as but not limited to landscape architects, recreation experts, architects, planners, biologists, lawyers, accountants and engineers; and

(h) To contract for water and supply, resell or lease the same; electricity, gas or other forms of utilities; snow plowing or removal; painting, landscaping, building, repairing, renovating, remodeling; and

(i) To investigate, hire, pay, supervise and discharge the personnel necessary to be employed in order to properly maintain and operate the Common Areas. Compensation for services of such employees (as evidenced by certified payroll) shall be considered an operating expense of the Association; and

(j) To maintain businesslike relations with members whose service requests shall be received, considered and recorded in systematic fashion, in order to show the action taken with respect to each. As part of a continuing program, secure full performance by such members of all such items and maintenance for which they are responsible; and

(k) To take such action as may be necessary to comply promptly with any and all orders or requirements affecting the premises maintained by the Association placed hereon by any federal, state, county or municipal authority having jurisdiction thereover and order of the Board of Fire Underwriters or other similar bodies; and

(l) To arrange for maintenance and repair of roads, the pool, parking areas, exterior of units and other common areas, as the Board determines is necessary in the best interest of the members; and

(m) To arrange for the removal of all refuse from Common Areas; and

(n) To arrange for security protection as necessary; and

(o) To place and keep in force all insurance coverage required to be maintained by the Association applicable to its property and members as follows:

(1) Broad form insurance against loss by lightning, windstorm and other risks normally included within extended coverage, insuring all structural portions of the Common Areas maintained by the Association, together with all service machinery contained therein and covering the interest of the Association, the Board of Directors and all members, and their mortgagees as their interests may appear, in an amount equal to the full replacement value of the structures, without deduction for depreciation.

All such policies shall provide that the adjustment of loss shall be made by the Board of Directors.

All policies of physical damage insurance shall, to the extent obtainable, contain waivers of subrogation and waivers of any defense based on co-insurance or of invalidity arising from any acts of the insured, and shall provide that such policies may not be canceled or substantially modified without at least ten (10) days' prior written notice to all of the insureds. Prior to obtaining any policy of fire insurance or any renewal thereof, the Board of Directors shall obtain and be entitled to rely upon a qualified appraisal of the full replacement value of the buildings, including all of the Common Areas and other property for which the Association is responsible, without deduction for depreciation, for the purposes of determining the amount of fire insurance to be effected pursuant to this section.

(2) To the extent obtainable, public liability insurance in such limits as the Board of Directors may, from time to time, determine covering each member of the Board of Directors, the managing agent, the manager and each member. Such public liability coverage shall also cover gross liability claims of one insured against another. The Board of Directors shall review such limits once

a year. Such public liability insurance shall be amounts not less than \$1,000,000.00 for claims for bodily injury or property damage arising out of any one occurrence.

(3) Workmen's Compensation insurance.

(4) Automobile collision and liability insurance for all vehicles owned by the Association; said collision insurance may be written with deductible coverage in an amount determined by the Board of Directors and said liability insurance shall be in an amount not less than that provided under the public liability policy aforesaid.

(5) Such other insurance as the Board may determine.

Members shall not be prohibited from carrying other insurance for their own benefit provided that all such policies shall contain waivers of subrogation and further provided that the liability of the carriers issuing insurance obtained by the Board of Directors shall not be affected or diminished by reason of any such additional insurance carried by a member.

(p) To borrow and repay monies, giving notes, mortgages or other security upon such term or terms as it deems necessary; and

(q) To invest and reinvest monies, sue and be sued; collect interest, dividends, capital gains, exercise rights; pay taxes; make and enter into contracts; insure; enter into leases or concessions and to pass good and marketable title without the necessity of any third party seeing to the application of the funds; make and execute any and all proper affidavits for various purposes, including, but not limited to, title to real estate; compromise any action without leave of court; insure its own liability for claims against it or for damage to the Association, including moral claims; and all other powers contained herein, and those necessary and incidental thereto; and

(r) To borrow money on real estate, mortgage, pass title to real estate, or purchase real estate shall only be exercised by the Board with the assent of seventy-five (75%) percent of all members in good standing at a meeting of the Association, a quorum being present.

(s) To suspend the enjoyment rights to the Common Areas of any member or those claiming under him for any period during which an assessment which such member is obligated to satisfy remains unpaid or for any period for which the member or his/her tenant(s), guest(s) or invitee(s) remain in violation of the Covenants and Restrictions or Rules and Regulations; and

(t) The powers herein granted or necessarily implied shall be construed to favor the broadest discretion of the Board of Directors, except the Board of Directors shall have the duty to exercise all of such powers as required by law and by the Declaration and shall be governed by the following with respect to its fiscal duties and responsibilities:

(1) Common Receipts. The Board shall have the duty to collect "Community Expenses" assessed against each Owner, his, her or their heirs, administrators, successors and assigns, as provided in Article V of the Declaration. The Board shall have the power to estimate the annual assessment and special assessments for capital improvements in advance and shall give notice thereof to the individual Owners in the manner herein provided and the same shall be a lien against each Living Unit or Lot.

(2) Notice. The Board shall give notice to each Owner in writing, and to any Owners' mortgagee who requires same, of the amount estimated or fixed by the Board for Community Expenses for the management of the Association for the ensuing annual period and of the amount of any special assessment, directed to the Owner at his last address known to the Board by ordinary mail. The said notice shall be conclusively presumed to have been delivered five (5)

days after deposit in the United States mails. In the event that no objection is made by the Owner on or before the twentieth (20th) day after mailing of such notice, the amount shall be deemed to be conclusive and binding.

If an annual 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, and monthly installments on such assessment shall be due and payable upon each installment payment date until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board of Directors, provided that nothing herein shall serve to impair the Board's power to levy a special assessment as provided in Article V, Section 4 of the Declaration.

(3) Acceleration of Assessment upon Default, Interest and Counsel Fees. The provisions of Section 8 of Article V of the Declaration are incorporated herein: In the event that the annual or special assessment shall not be paid within thirty (30) days from the date the same shall become due and payable, then the entire assessment shall become immediately due and payable and shall, together with such interest thereon and cost of collection thereof as are hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives, successors and assigns. The personal obligation of the then Owner or Owners to pay such assessment, however, shall remain his personal obligation for the statutory period, and shall not pass to his successors in title unless expressly assumed by them.

If the assessment payment is not paid within thirty (30) days after the same has become due and payable, the assessment shall bear interest from the date of delinquency at the then maximum

legal rate per annum. If a default shall continue for a period of sixty (60) days, then the Board shall be obligated to (i) file a lien for such assessment and (ii) notify any mortgagee of the affected Living Unit or Lot of such default if the mortgagee has requested such notice from the Association in writing. If said default continues for a period of 180 days, then the Board shall have the duty to foreclose the aforesaid lien pursuant to law and/or to institute a suit against the defaulting Owner(s) to collect said assessment. There shall be added to the amount of such assessment the costs of preparing and filing the complaint in any such action brought. In the event a judgment is obtained, such judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorneys' fee to be fixed by the court, together with the costs of the action.

(4) Bank Accounts. The depository of the Association shall be such bank or banks as shall be designated from time to time by the Board and in which the monies of the Association shall be deposited. To the extent possible, the monies shall be deposited in interest-bearing accounts or certificates of deposit. Withdrawal of monies from such accounts shall be only by checks signed by such parties as are authorized by the Board, provided that a management agreement may include among its provisions authority for the manager to sign checks on behalf of the Association for payment of the obligations of the Association if the proper fidelity bond is furnished to the Association.

(5) Expenditure of Funds. The amounts of monies for Community Expenses deemed necessary by the Board and the manner of expenditure thereof, including but not limited to, the allocation thereof shall be a matter for the sole discretion of the Board.

(6) Disbursement. The Board shall take and hold the funds as collected and shall disburse the same for the purposes and in the manner set forth herein and as required by law.

(7) Reserves. The Board shall not be obligated to expend all of the revenues collected in any accounting period, but may maintain a reasonable reserve for, among other things, emergencies, contingencies of bad weather or uncollected accounts. Said reserve fund or funds shall, however, be kept in interest-bearing securities either short or long term, or in an insured interest-bearing savings account. The foregoing shall not be construed to mean that the Board shall not be permitted to keep additional cash on hand, in a checking or petty cash account for the necessary discharge of its functions. A minimum of 5% of the total Association fees in any given year will be deposited into the Reserve Account.

(8) Annual Audit. The Board shall submit the books, records and memoranda to an annual audit by a disinterested certified public accountant who shall audit the same and render a report thereon in writing to the Board and in summary form to the Members and such other persons, firms or corporations as may be entitled to same.

(9) Accounts. The receipts and expenditures of the Association shall be credited and charged to accounts under the following classifications as shall be appropriate, all of which expenditures shall be Community Expenses:

(i) Current expenses, which shall include receipts and expenditures within the year for which the budget is made, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves, to additional improvement or to operations. The balance of this fund at the end of each year shall be applied to reduce the assessments for current expenses for the succeeding year, or may be distributed to the membership as the directors shall determine;

(ii) Reserve for deferred maintenance, which shall include funds for maintenance items that occur less frequently than annually; these funds shall be initially collected from all purchasers at time of purchase;

(iii) Reserve for replacement, which shall include funds for repair or replacement required because of damage, depreciation or obsolescence;

(iv) Capital expenditures, which shall include the funds to be used for capital expenditures for additional improvements or additional personal property that will be part of Community recreation areas and facilities;

(v) Operations, which shall include the gross revenues from the use or recreation areas and facilities and from other sources. Only the additional direct expenses required by any revenue-producing operation will be charged to this account, and any surplus from any operation shall be used to reduce the assessments for current expense for the year during which the surplus is realized, or, at the discretion of the Board of Directors, in the year following the year in which the surplus is realized, losses from the operations shall be met by special assessments against members, which assessments may be made in advance in order to provide a working fund.

(u) It shall not be the responsibility of nor shall the Board of Directors or the Association have the power to receive, process, handle, or in any manner deal with complaints by Owners or members regarding Living Units, Lots, or appurtenances to either, including but not limited to complaints concerning defective materials, unworkmanlike or negligent construction, or failure to make repairs.

(v) All of the powers herein granted to the Board may be exercised with respect to residents/tenants who shall be subject to the same rules, regulations, liabilities and obligations, as members.

Section 2. Number, Qualification, Term of Office.

(a) The Board of Directors shall be five (5) persons. They shall serve staggered three year terms. At the first election meeting following the adoption of these By-laws, two (2) directors receiving the highest vote shall serve three year terms and the remaining shall serve two year terms. In subsequent years, all Directors will be elected to serve three year terms.

(b) All members of the Board shall be Owners of Living Units within the Community who are members in good standing. In the case of partnership Owners, Directors shall be members of such partnership, or in the case of corporate owners, they shall be officers or stockholders or employees of such corporation or in the case of fiduciary owners, they shall be fiduciaries or officers of such fiduciary.

Section 3. Regular Meetings. Regular meetings of the Board of Directors may be held at such times and places as shall be determined from time to time by a majority of the directors, but at least two (2) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each director, personally, by mail, telephone, telegraph or electronic mail (e-mail) at least five (5) days prior to the date named for such meeting.

Section 4. Special Meetings. Special meetings of the Board of Directors may be called by the president on three (3) days notice to each director, given personally, by mail, telephone, telegraph, or electronic mail (e-mail), which notice shall state the time, place and purpose of the meeting.

Special meetings of the Board of Directors shall be called by the president or secretary in like manner and on like notice on the written request of at least two (2) directors.

Section 5. Waiver of Notice. Before or at any meeting of the Board of Directors, any director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board shall be deemed a waiver of notice by him of the time and place thereof. If all the directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 6. Quorum. At all meetings of the Board of Directors, a majority of the votes entitled to be cast shall constitute a quorum for the transaction of business, and the acts of the majority of the votes present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If at any meeting of the Board of Directors, there be less than a quorum present, the majority of the votes present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called, may be transacted without further notice.

Section 7. Removal of Directors. At any regular or special meeting of the Association duly called, any one or more of the directors, may be removed with or without cause by a ninety (90%) percent vote of those votes present and entitled to be cast. Any director whose removal has been proposed shall be given an opportunity to be heard at the meeting.

Section 8. Vacancies. Vacancies in the Board caused for any reason shall be filled by a vote of a majority of the remaining members of the Board at a special meeting of the Board held for that purpose promptly after the occurrence of any such vacancy, even though the members present at such meeting may constitute less than a quorum. Each person so elected shall be a member of the Board

for the remainder of the term of the member whose term he is filling and until his successor shall be elected.

Section 9. Compensation. No member of the Board shall receive any compensation for acting as a director. However, directors may be reimbursed for out-of-pocket expenses.

Section 10. Rules and Regulations. Without limiting the generality of the foregoing, the Board of Directors shall have the right to make reasonable rules and regulations as to the conduct of the Owners, members and guests with respect to the Common Areas to preserve, protect and enhance the same, to prevent waste, erosion, depletion, to protect plantings, to protect seeded areas, trees, shrubs, grass, bushes, wildlife, water, banks, streams, dams, bridges, fish, birds, to destroy pests and pursuant to such authority to temporarily prohibit the Owners, members and guests from the enjoyment of access to or over and use of the Common Areas for such reasonable periods as the Board in its sole discretion shall deem necessary from time to time. The Board shall have the further right, upon the same terms and conditions as set forth in this paragraph to make and enforce reasonable rules for the use of the recreational facilities within the Common Areas and the conduct, dress, manner and deportment of the members and users thereof, including the scheduling of use and such other rules and regulations as may be necessary for the health, safety and welfare of the uses thereof. This power shall be deemed to include the power to bar, limit or charge fees for the use of recreational facilities and to limit their number, time, use or deportment upon the facilities. Action by the manager shall be deemed to be action by the Board.

Section 11. Aesthetics. Without limiting any other term, condition or paragraph herein, the Board of Directors shall be deemed to be the final judge of all aesthetic matters within the Community and shall act in its sole discretion, without liability to any Owner, member, resident or tenant.

Section 12. Non-Waiver. All the rights, duties and privileges of the Board shall be deemed to be continuing and shall not be exhausted by any single act or series of acts. To the same extent, the failure to use or employ any remedy or right hereunder or hereafter granted shall not preclude its exercise in the future or shall any custom bind the Board.

Section 13. Conflict. Anything to the contrary herein notwithstanding, if any provision of this instrument is in conflict with or in contradiction with the Declaration, or with the requirements of any other law, than the requirements of said Declaration or other law shall be deemed controlling.

ARTICLE VI
MEETINGS OF MEMBERS

Section 1. Annual Meeting. All annual meetings of the Members shall be held between the first Monday in August and the last Wednesday in September of each year at the discretion of the Board.

Section 2. Place of Meeting. All meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Members as may be designated by the Board.

Section 3. Special Meetings. Special meetings of the Members may be called by the president whenever he deems such a meeting advisable and shall be called by the secretary when so ordered by the Board of Directors or upon the written request of Members entitled to not less than twenty-five (25%) of the votes entitled to be cast at such meeting. Such request shall state the purpose or purposes of such meeting and the matter(s) proposed to be acted on thereat. The secretary shall give notice stating the purposes of the meeting to all Members entitled to vote at such meeting. However, no special meeting need be called upon the request of Members entitled to cast less than fifty (50%) percent of all votes entitled to be cast at such meeting to consider any matter which is substantially

the same as a matter voted upon at any meeting of the Members held during the preceding twelve months.

Section 4. Notice of Meeting. Except as otherwise provided by law, notice of each meeting of Members, whether annual or special, shall be given not less than ten (10) days, nor more than ninety (90) days before the day on which the meeting is to be held to the Members by delivering a written or printed notice or electronic mail, as the Board may determine, thereof to the property in Villa Royale owned by him or at his last known address as shown on the Association's records as of the date the notice is drafted or by mailing such notice, postage prepaid. Except where expressly required by law, no publication of any notice of a meeting of Members shall be required. Every such notice shall state the time and place of the meeting and shall briefly state the purposes thereof. Notice of any meeting of Members shall not be required to be given to any Members who shall attend such meeting in person. Notice of any adjourned meeting of the Members shall not be required to be given, except when expressly required by law.

Section 5. Quorum. At each meeting of the Members, persons holding twenty-five (25%) percent of the authorized votes present in person, by proxy or by mail ballot shall constitute a quorum for the transaction of business at a meeting of the membership except where otherwise provided by law. In the absence of a quorum, a majority of the votes present in person or by proxy may adjourn the meeting from time to time, until a quorum shall be present or represented. At any such adjourned meeting at which a quorum may be present any business may be transacted which might have been transacted at the meeting originally called.

Section 6. Organization. At each meeting of the Association, the president, or in his absence, the vice-president or, in the absence of both of them, a chairman chosen by a majority vote of those

votes present and entitled to be cast, shall act as chairman, and the secretary, or in his absence, a person whom the chairman shall appoint, shall act as the secretary of the meeting.

Section 7. Conduct of the Meetings. The order of business at the annual meeting of the Association or at any special meeting as far as practicable shall be:

- (a) Calling of the roll
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading and disposal of any unapproved minutes.
- (d) Receiving reports of officers.
- (e) Receiving reports of committees.
- (f) Election of directors, if appropriate.
- (g) Old business.
- (h) New business.
- (i) Adjournments.

Section 8 Voting. Except as otherwise required by law,

(a) Only Unit Owners who are members in good standing at least three (3) business days prior to the meeting or the date set for the vote to be counted shall be entitled to vote. A majority in interest of votes present in person or by proxy at any duly constituted meeting of the membership or by mail ballot shall be sufficient on those questions submitted to a vote of the membership. The vote on any question at a meeting need not be taken by ballot, unless (i) the chairperson of the meeting determines a ballot to be advisable, or (ii) a majority in interest of the votes present at the meeting determine that the vote on the question submitted shall be taken by ballot.

(b) At any meeting, a quorum being present, a majority of all those votes entitled to be cast in person shall be sufficient on those matters which are to be voted upon.

(c) The election of directors shall be by ballot. Unless demanded by a Member present in person at such meeting and entitled to vote or determined by the chairman of the meeting to be advisable, the vote on any other question need not be by ballot.

(d) The Board, in lieu of calling a membership meeting, may submit any question or election to a vote of the membership by a ballot by mail. No ballot by mail shall be valid or tabulated unless the signature of the Unit Owner(s) submitting the ballot has been verified on the ballot in accordance with procedures established by the Board. Only members in good standing shall be entitled to vote. The Board shall appoint judges to tabulate the ballot whose report shall be included in the minute book. In order to conduct a ballot by mail for a question submitted to a vote of the membership, the Board shall serve a notice upon all members which shall (i) state with specificity in terms of motion(s) the question(s) upon which the vote is to be taken; (ii) state the date by which ballots must be received in order to be counted; (iii) provide an official ballot for the purposes of the vote; and (iv) state the date upon which the action contemplated by the motion(s) shall be effective, which date shall be not less than ten (10) days after the date ballots must be received. No actions contemplated by a question submitted to a ballot by mail shall be taken unless a majority in interest of all owners in good standing submit ballots approving such action.

In order to conduct a ballot by mail for an election of Directors, the Board shall serve a notice upon all members which shall (i) provide an official ballot for the purposes of the election; and (ii) state the date by which the ballot must be received in order to be counted. No ballot shall be counted

if the member casting same is not in good standing at least one (1) day prior to the date set for the ballot to be received.

(e) Proxies Voting by proxy shall be permitted with respect to all elections of Directors, and all amendments to the Certificate of Incorporation, the Master Deed or these By-Laws, or any other matter which is to come before a meeting of the Membership of the Association. All proxies shall be in writing, signed by all individual Unit Owners (or in the case of joint owners by any one of them), or by his or their duly authorized representative(s) and delivered to the Secretary of the Association, or such other person as the President may designate, prior to the opening of the polls at the meeting at which ballots are to be cast. Proxies may be revoked at any time prior to the opening of the polls, and no proxy shall be valid after eleven (11) months from its date unless said proxy provides for a longer period, not to exceed three (3) years from the date of execution. All proxies shall be substantially in the form prescribed by the Board, and if not in such form, shall be deemed invalid which determination shall be made in the sole and absolute discretion of the Board.

ARTICLE V **OFFICERS**

Section 1. Designation. The principal officers of the Association shall be a president, who shall be a member of the Board of Directors, a vice-president, a secretary and a treasurer. The Board may also appoint such other assistant treasurers and assistant secretaries as in their judgment may be necessary. Any two offices, except that of president and vice-president may be held by one person.

Section 2. Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at the first Board meeting following each annual meeting and such officers shall hold office at the pleasure of the Board.

Section 3. Removal of Officers. Upon an affirmative vote of a two-thirds majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose.

Section 4. President. The president shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board. He shall have all of the general powers and duties which are usually vested in the office of president of an Association, including but not limited to the power to appoint committees from among the members of the Association from time to time as he may in his discretion deem appropriate to assist in the conduct of the affairs of the Association.

Section 5. Vice-President. The vice-president shall take the place of the president and perform his duties whenever the president shall be absent or unable to act. If neither the president nor the vice-president is able to act, the Board of Directors shall appoint some other member to so do on an interim basis. The vice-president shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

Section 6. Secretary. The secretary keep the minutes of all meetings of the Board and the minutes of all meetings of the Members of the Association; he shall have charge of such books and papers as the Board may direct; and he shall, in general, perform all the duties incident to the office of the secretary. The secretary need not be a member of the Board, but may be appointed by the Board.

Section 7. Treasurer. The Treasurer shall have the responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and

disbursements in books belonging to the Association. The Treasurer shall be responsible for the deposit of all monies and other valuable effects in the same, and to the credit of the Association in such depositories as may from time to time be authorized by the Board.

Section 8. Other Duties and Powers. The officers shall have such other duties, powers and responsibilities as shall, from time to time, be authorized by the Board.

Section 9. Fidelity Bonds. All officers and members of the Association having the responsibility for handling funds of the Association are to be bonded by a fidelity bond satisfactory in form and substance to the Board at the expense of the Association.

Section 10. Compensation of Officers. All officers and members of the Board shall not receive compensation for their services, except for reimbursement.

Section 11. Eligibility of Directors. Nothing herein contained shall prohibit a Director from being an officer.

ARTICLE VI
ADDITIONS, ALTERATIONS, OR IMPROVEMENTS BY THE ASSOCIATION

Whenever in the judgment of the Board, the Common Areas shall require additions, alterations or improvements costing in excess of Three Hundred and no/100 (\$300.00) Dollars per Living Unit, said alterations and improvements shall not be made unless they have been approved at a meeting of the Association at which a quorum is present by a majority of the votes present. When said approval has been obtained, all members shall be assessed for the cost thereof as a common charge. In the event of any emergency which could cause damage to any building(s), structure(s), or part(s) thereof located on the Common Areas, the Board may expend sums in excess of Three Hundred and no/100 (\$300.00) Dollars times the number of Living Units described above

to protect said building(s), structure(s), or part(s) thereof and the judgment of the Board shall be final.

ARTICLE VII
MISCELLANEOUS

Section 1. Examination of Books. Each Member in good standing, and each mortgagee of any Living Unit shall be permitted to examine the books of account of the Board upon at least five (5) days written notice at a reasonable time on business days.

Section 2. Notices. All notices hereunder from a member to the Association shall be sent by registered or certified mail or hand delivered to the Board in care of the president of the Association and/or to the managing agent if there be a managing agent. The provisions of Section 2 of Article XI of the Declaration are incorporated herein by reference and made a part hereof. Notices may be sent electronically to the electronic mail (e-mail) address provided to the Association by the member. They shall be deemed received if acknowledged by the member, or if the member appears at any meeting for which notice has been given.

Section 3. Invalidity. The invalidity of any part of these By-laws shall not impair or affect in any manner the enforceability or affect of the balance thereof.

Section 4. Waiver. No restriction, condition, obligation, or covenant contained in these By-laws shall be deemed to have been abrogated or waived by reason of the failure to enforce the same irrespective of the number of violations or breaches thereof which may occur.

Section 5. Fiscal Year. The fiscal year of the corporation shall be the calendar year unless otherwise determined by the Board of Directors.

Section 6. Principal Office. The principal office of the corporation shall be that of its managing agent or the office so designated by the Board.

ARTICLE VIII
AMENDMENTS

These By-Laws, or any of them, may be altered, amended or repealed, or new By-laws may be made, at any meeting of the Association duly constituted for such purpose, a quorum being present by an affirmative vote of fifty (50%) percent of the vote present in person or by proxy and entitled to be cast.

All actions, including elections, requiring or permitting membership voting shall allow and permit voting by mail. Said votes shall be put to a membership vote on no less than thirty (30) days written notice to all owners of record as of the date of the said notice with votes to be postmarked no later than the date of the meeting and all votes to be signed with the name and unit number of the voter indicated thereon. Results of such votes shall be announced in the next monthly newsletter and amendments of the governing documents to be recorded forthwith in the office of the Court Clerk of the County of Burlington. Unless otherwise provided for in the governing documents, a simple majority of all votes cast by mail and in person shall be sufficient to decide the issue in question.

ARTICLE IX
ENFORCEMENT

The Association shall have the power, at its sole option, to enforce the terms of this instrument or any rule or regulations promulgated pursuant hereto, by any and all of the following: self help; by sending notice to the offending party to cause certain things to be done or undone; by restoring the Association to its original position and charging the breaching party with the entire cost or any part thereof; by taking any other action before any court, summary or otherwise, as may be

provided by law; by complaint to the duly constituted authorities. The foregoing shall be construed to be in addition to any other powers granted herein and by law, not in limitation thereof.

ARTICLE X
EXCULPABILITY OF BOARD AND OFFICERS

Neither the Board as a body nor any member thereof nor any officer of the Association shall be personally liable to any Owner in any respect for any action or lack of action arising out of the execution of his office. Each Owner shall be bound by the good faith actions of the Board and officers of the Association in execution of the duties of said directors and officers. Unless acting in bad faith, no director or officer of the Association shall be liable to any Owner or other person for misfeasance or malfeasance in office.

Unofficial Document

**VILLA ROYALE ASSOCIATION
RESOLUTION 1-2002 REGARDING MAINTENANCE
SUPERCEDING AND REPLACING RESOLUTION 1-90**

WHEREAS, the Declaration of Covenants, Restrictions, Easements, Charges and Liens of the Villa Royale Association provides for the Board of Directors determining the extent of maintenance and repair of the exterior portions of all buildings including stucco walls, common walls and roofs (Page 25, Article IX, Section 1);

WHEREAS, previous Boards of Directors have provided and budgeted for painting and caulking of exterior trims, doors, etc. of stucco walls, and have provided and budgeted for roof inspection, repair and maintenance, and have provided for multiple roof replacements at each homeowner's expense;

WHEREAS, the present Board of Directors of Villa Royale Association has met on several occasions in order to determine how to continue maintenance of the common areas and fulfill its responsibilities to unit owners with respect to exterior maintenance within the budget as approved by the Association membership.

WHEREAS, in 1990 the Board of Directors had passed a Resolution providing for separate roof funds and for replacement of individual roofs;

WHEREAS, the funds have been depleted and have been closed out and the monies returned to the unit owners, and it is therefore impossible and impractical to provide for maintenance and replacement of roofs throughout the community;


THEREFORE, BE IT RESOLVED that the Board of Directors has terminated its roof replacement program. In accordance with the Declaration, Article IX, Section 2, the Association's property manager is directed to periodically inspect the roofs, and if it appears that an Owner has failed to maintain his living unit, including his roof, such neglect in the judgment of the Board of Directors meets the condition of unsightliness, tending to adversely affect the value and enjoyment of neighboring living units or lots, or constitutes a hazard to persons or property, the Board of Directors through its property manager will give notice of such condition to the owner, demanding that such conditions be abated within seven (7) days of the date the notice is sent. If it is not rectified, the Association may, at the sole discretion of the Board of Directors, cause such repairs to be made or work to be performed as is reasonably necessary to rectify the condition. The cost(s) of such service(s) shall be assessed to the living unit or lot upon which the service(s) are performed and shall be added to and become a part of the assessment or charge to which such living unit or lot is subject under Article V of the Declaration. A lien for such amount will be recorded in the Land Records of Burlington Count if not paid by the owner within ten days of notice thereof. Collection shall proceed as if it were a regular common expense assessment.

BE IT FURTHER RESOLVED that the Board of Directors, through the annual assessment and budget process, will provide for:

1. Periodic painting of all exterior doors, window trim, soffits, garage doors and gates.
2. Repair and/or replacement of railroad ties, cement curbing, etc., in common areas is the responsibility of the Association. All railroad ties, patio blocks/bricks, stone/graveled areas, etc., on the homeowner's property in part or in whole are the homeowner's responsibility.
3. Periodic cleaning of gutters and downspouts. Replacement of same is at the homeowner's expense.

Attest:

VILLA ROYALE ASSOCIATION



Secretary

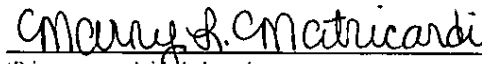


By:
President

STATE OF NEW JERSEY :
: SS
COUNTY OF Camden :

I certify that on December 6, 2002, Jody Barankin personally came before me and this person acknowledged under oath, to my satisfaction, that:

- (a) This person is the President of Villa Royale Association.
- (b) This document was signed and delivered by the corporation as its voluntary act duly authorized by a proper Resolution of its Board of Directors.


(Print name and title below signature)

Mary L. Matricardi
Notary Public
My Commission Expires Nov. 23, 2004



VILLA ROYALE ASSOCIATION

RESOLUTION # 02- 2002

DELINQUENT ASSESSMENT COLLECTION PROCEDURE

WHEREAS, Article V of the Declaration of Covenants, Restrictions, Easements, Charges and Liens and Article III, Section of the By-laws charges the Board of Directors of Villa Royale Association with fiscal responsibility for the Association; and

WHEREAS, the Board is given authority in Article V of the Association's Declaration of Covenants, Restrictions, Easements, Charges and Liens (Declaration) to levy common expense assessments in an amount sufficient to meet its obligation regarding the care, maintenance, repair and improvement of the common properties; and

WHEREAS, Article V, Section 8 of the Declaration of Covenants, Restrictions, Easements, Charges and Liens requires that if any annual or special assessment is not paid within thirty days from the date the same shall become due and payable, the Board is obligated to take certain actions, i.e., to accelerate the entire annual assessment, charge interest and costs of collection. If the default continues for 60 days, the Board is obligated to file a lien, notify the mortgagee(s) of the default. If the default continues for a period of 180 days, the Board is obligated to file suit and/or foreclose its lien, adding the costs of collection and attorney's fees; and

WHEREAS, the By-laws at Article III grant powers which are to be construed to favor the broadest discretion of the Board of Directors in performing its various obligations. Because of the failure of unit owners to pay assessments, the Board has decided to adopt a uniform process for the collection of such delinquent assessments; and

WHEREAS, the By-laws at Article III, Section 1, obligate the Board of Directors to collect assessments, and gives them the right to enforce obligations of members, including the right to levy fines against the member and to suspend a member's rights to enjoy the common areas; and

WHEREAS, the failure of some unit owners to make timely payments of monthly installments of the Association's annual common expense assessment is causing the Association to suffer cash flow difficulties; and

WHEREAS, the Board has met on several occasions and discussed various alternatives to induce unit owners to make timely payments of their monthly installments of the Association's common expense assessment; and

WHEREAS, there is a need to establish an orderly procedure for the collection of assessments which remain unpaid past their due date;

IT IS HEREBY RESOLVED by the Board of Trustees of Villa Royale Association, that:

1. In accordance with Article VIII, Section 5 of the By-laws, the period for which annual common expenses are made shall be the calendar year and payable in monthly installments on the first day of each month.

2. A late penalty of ten dollars (\$10.00) will be added if an assessment is not paid within 15 days of its due date, and if not paid within 30 days of its due date, interest will accrue at the statutory rate.

3. If a member fails to pay an installment of any type of assessment within 30 days of the due date, then the Association's manager is directed to send a reminder notice to the delinquent unit owner stating that a late charge has been assessed, that the entire annual assessment has been accelerated and that a lien will be recorded if not paid within 60 days, and the unit owner will be charged the cost of preparing, recording and discharging the lien.

4. If any installment is delinquent for 60 days, the property manager is directed to notify the Association's attorney. Costs of collection, attorney's fees, lien preparation and recording fees are to be added to the unit owner's account.

5. Unit owner(s) will be charged a \$25.00 fee for any check returned unpaid by the bank. A notice of the returned check and the \$25.00 fee will be sent to the unit owner by the managing agent or the Association's attorney. If the return check results in the payment of the monthly assessment after the first day of the month, a late charge of 5% of the unpaid balance shall also be assessed to the unit owner's account. The late charge will continue to be imposed each 30 days that the assessment remains unpaid.

6. If two or more of the unit owner's checks are returned unpaid by the bank within any fiscal year, the Board of Trustees may require that all of the unit owner's future payments, for a period of one year, be made by certified check, cash or money order.

7. The Association's manager is directed and authorized to notify all delinquent unit owners that the privileges of the unit owners, including the right to vote, and the privileges of any tenant and/or occupant of the unit owner's unit to use the common elements, i.e., the parking spaces and the pool, are suspended until the owner tenders full payment of all delinquent assessments and charges.

8. The Association's attorney is directed and authorized, following notice to delinquent unit owners, to file a notice of lien claim in the land records of Burlington County. The Association's attorney is authorized to file suit against delinquent property owners and to request and demand, in the action at law against the delinquent unit owners, interest at the statutory rate, late fees and attorneys fees and costs of collection. When the delinquency is referred to counsel, attorneys fees will be charged for pre-litigation expenses.

9. If the Association does not receive payment of all delinquent assessments and charges within 60 days of the due date then, without further direction by and/or authorization of the Board, the managing agent shall notify the Association's attorney in writing of these collection matters, the

names and addresses of the delinquent unit owners and of the total amount in arrears setting forth a breakdown of the items comprising the total amount. Such notification shall be deemed and shall serve as the Board's authorization for the attorney to proceed against said delinquent unit owner (the notice shall be accompanied by a copy of the reminder notice sent to the delinquent unit owner).

10. Unless directed otherwise by the Association or its managing agent, upon receipt of the Association's said notification, the attorney is authorized to: 1) perform a title search to ascertain the exact name(s) of the property owner(s); 2) prepare and record a claim of lien; 3) send a late notice to the delinquent unit owner demanding that full payment of all delinquent assessments, interest and charges be made within 30 days of the unit owner's receipt of the late notice. The late notice shall inform the unit owner of the recording of the lien claim and shall state that the delinquent assessments shall include late charges/interest of \$10.00 to be levied each 30 days that the assessment remains unpaid.

11. If the Association does not receive full payment of all delinquent assessments, accrued interest and charges within 30 days of the mailing of the late notice by the attorney, the attorney shall, without further notice, direction and/or authorization from the Board, without further notice to the delinquent unit owner (except in the case of a foreclosure), commence legal action against the unit owners. Said legal action may include, without limitation, the filing of a claim of lien and/or an action to foreclose the Association's lien and/or to recover a personal judgment against the unit owner(s) for all sums due and owing to the Association hereunder.

12. At the expiration of the 30 day period following the mailing of the late notice by the attorney, then the managing agent shall send the attorney a list of all remaining delinquent unit owners.

13. Once the unit owner becomes delinquent in payment of any common expense assessments and/or charges, any amounts paid by the unit owners to the Association with regard to same shall be applied first to the attorney's fees and costs incurred in connection with any claim of lien and/or collection, then to accrued late charges on delinquent assessments, then to the principal amount of the most aged common expense assessments and/or charges, then to current assessments and/or charges.

14. Upon complete payment of all delinquent assessments accrued interest and/or other charges including, but not limited to, attorney's fees and costs, the managing agent shall so notify the attorney in writing that payment has been received and the Association's attorney shall record a discharge of lien claim signed by the Association.

15. To the extent that any one or more of the provisions of this policy resolution shall be declared illegal, invalid or unenforceable, by a court of competent jurisdiction, all remaining provisions shall remain in full force and effect.

16. All collection costs, including attorney's fees and lien preparation and recording fees are to be paid from the general account. The property manager and attorney will be directed to attempt to collect them from the delinquent owner.

AND, IT IS FURTHER RESOLVED that the following portions of this Resolution shall be incorporated in the Association's Rules and Regulations:

A. In accordance with Article VIII, Section 5 of the By-laws, the period for which annual common expenses are made shall be the calendar year and payable in monthly installments on the first day of each month.

B. A late penalty of ten dollars (\$10.00) will be added if an assessment is not paid within 15 days of its due date, and if not paid within 30 days of its due date, interest will accrue at the statutory rate.

C. If any installment is delinquent for 60 days, the property manager is directed to notify the Association's attorney. Costs of collection, attorney's fees, lien preparation and recording fees are to be added to the unit owner's account.

D. Unit owner(s) will be charged a \$25.00 fee for any check returned unpaid by the bank. A notice of the returned check and the \$25.00 fee will be sent to the unit owner by the managing agent or the Association's attorney. If the return check results in the payment of the monthly assessment after the first day of the month, a late charge of 5% of the unpaid balance shall also be assessed to the unit owner's account. The late charge will continue to be imposed each 30 days that the assessment remains unpaid.


E. If two or more of the unit owner's checks are returned unpaid by the bank within any fiscal year, the Board of Directors may require that all of the unit owner's future payments, for a period of one year, be made by certified check, cash or money order.


F. The Association's manager is directed and authorized to notify all delinquent unit owners that the privileges of the unit owners, including the right to vote, and the privileges of any tenant and/or occupant of the unit owner's unit to use the common elements, i.e., the parking spaces and the pool, are suspended until the owner tenders full payment of all delinquent assessments and charges.

G. The Association's attorney is directed and authorized, following notice to delinquent unit owners, to file a notice of lien claim in the land records of Burlington County. The Association's attorney is authorized to file suit against delinquent property owners and to request and demand, in the action at law against the delinquent unit owners, interest at the statutory rate, late fees and attorneys fees and costs of collection. When the delinquency is referred to counsel, attorneys fees will be charged for pre-litigation expenses.

Attest:

VILLA ROYALE ASSOCIATION


Secretary


By: President

DB6035 PG052

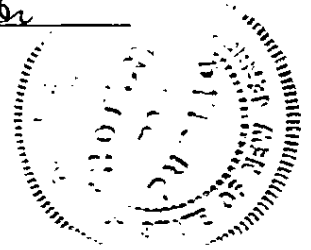
STATE OF NEW JERSEY :
 : SS
COUNTY OF Camden :

I certify that on December 16, 2002, Jody Barcenkin personally came before me and this person acknowledged under oath, to my satisfaction, that:

- (a) This person is the President of Villa Royale Association.
- (b) This document was signed and delivered by the corporation as its voluntary act duly authorized by a proper Resolution of its Board of Directors.

Marry L. Matriscardi
(Print name and title below signature)

Marry L. Matriscardi
Notary Public
My Commission Expires Nov. 23, 2004



Unofficial Document

**RESOLUTION OF THE BOARD OF TRUSTEES
VILLA ROYALE ASSOCIATION
NO. 2001-01
Amended August 8, 2001**

Be it resolved, on this day 8th of AUGUST, 2001, the Villa Royale Association Board Of Directors approved the following:

Replacement of windows: Single pane casement window is to be the same size as exists in the home at the present time.

Casement or slide window trim must be dark brown to match existing trim. Windows can be metal, wood or vinyl.


Fence: Vertical, board on board design. Fence cannot be more than 6' in height.

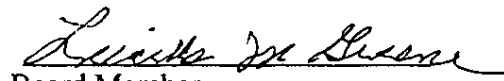
Pavers: Pavers are permitted in the driveway as a replacement for stones. Color to be determined by the Villa Royale Board of Directors.

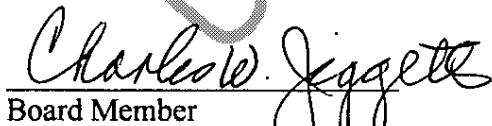
Satellite Dish: Must be 24" or less in diameter. It cannot be visible from the front of the home or extend beyond sides of home if located in rear yard. If on roof, dish must be installed on rear slope of roof. No tree removal is permitted.

An Architectural Application must be filled out and submitted to the Board for approval/signature prior to the commencement of any work. The signed form must then be taken to Kings Grant Open Space. In most cases, a Township Permit is required.


All Architectural requirements must be followed.


Board Member


Board Member


Board Member

Board Member


Board Member

Villa Royale Association
Rules and Regulations
Resolution 99-01

Whereas, the Villa Royale Association Board of Directors, in their efforts to clarify community standards, hereby formalizes the following Rules and Regulations regarding the conduct and responsibilities of unit owners and/or residents as follows:

• **TRASH AND RECYCLING COLLECTION**

1. Containers shall be placed curbside no sooner than 24 hours in advance of the scheduled collection day and removed no later than 24 hours after collection day.
2. Containers shall be grouped together in one place according to building location.
3. Trash remaining uncollected for any reason shall be removed from the collection site the same day by the resident or unit owner.
4. Special pickups can be arranged from the township. The owner/resident is responsible for arranging pickup. Special pickups include but not limited to: appliances, household hazardous waste, tree limbs, etc.
5. Trash and recycling receptacles must be stored in a manner where they are not visible from the roadside. (e.g. inside garages, backyard or inside front stucco walls)
6. The schedule of trash and recycling collections are available from township.

• **EXTERIOR MAINTENANCE AND REPAIR**

1. Stucco and Trim. The Association will provide maintenance on stucco by periodically pressure washing the stucco. Unit wood trim will be maintained by periodic painting. The Owner is responsible for replacement of rotting or deteriorating wood before painting is scheduled. Stucco replacement is responsibility of the owner. Colors for stucco and paint will remain the same. Any changes will be designated by the board.
2. Roofs. The Association will provide maintenance for unit owner roofs in terms of small repairs NTE \$50 per unit per year. Any repairs costs beyond \$50 are the responsibility of the unit owner. Replacement of roofs is the responsibility of the unit owner. Roof replacements will be done by building. Roofing materials and color will be designated and approved by the Board of Directors. Exceptions to this rule must be approved by the Board of Directors.
3. Doors. The owner is responsible for all door replacements and repairs. This includes front door, garage door, screen/storm doors. Any replacements or repairs must match in size and color existing doors. Any storm doors installed must be a minimum of half view and dark brown. Doors in disrepair must be repaired or replaced.
4. Additions. Any additions to the unit must be approved by the Board of Directors by submitting an application. Additional approval is required by Kings Grant Open Space Association before work begins. Maintenance and repair is the Owners responsibility.
5. Windows. The unit owner is responsible for replacement of glass in the windows due to breakage, cracking or broken seals. Window replacements do NOT require approval provided the replacement is the same size.

- **SWIM CLUB**

1. Rules and Regulations for the use of the common amenity known as the "Villa Royale Swim Club" shall be published annually and provided with the issuance of pool passes. All unit owners in good standing are entitled to passes for each member of the household plus two guest passes.
2. Non-compliance with rules and regulations will result in suspension of pool privileges in accordance with published sanctions. The safety and full enjoyment of the pool for all members/guests is essential and interference with these rights by any person will not be tolerated.

- **UNIT APPEARANCE**

1. All units will maintain a clean, neat and uncluttered appearance in front of unit. Children's play toys and equipment is permitted while children are playing with them. However, these items must be removed from front when not in use.
2. Unit owners must maintain plants, trees, shrubs, flowers, lawn and stoned areas. Dead plantings must be removed, dead lawns must be replanted and stoned areas must be replenished and stray stones on the roadway must be swept back into the driveway or stoned areas.
3. Vehicles not permitted to be parked at units or on common parking areas include: unregistered vehicles, disabled vehicles, commercial vehicles, etc. Mechanical repairs of vehicles is permitted provided the repair can be completed within 48 hours.

- **PET RULES and ANIMAL CONTROL**

1. Each unit is permitted a maximum of two pets. Dogs must be leashed when outside of unit with the exception of when inside outdoor fenced area. Owners are required to dispose of fecal matter. Dog stations are located throughout the community. Loose animals will be reported to the township animal control office.
2. All dogs and cats are required to be licensed by the township of Evesham.
3. Wild animals such as squirrels, deer, or raccoons can cause damage to your unit or your landscaping. The Association is NOT responsible for such damage.
4. Barking dogs which are loud and annoying must be controlled by the owner.

- **ARCHITECTURAL CONTROL**

1. No structure attached or detached from the unit may be erected unless approved by the Association upon submission of an application.
2. No driveway may be replaced with any materials other than red stone without the approval of the Association. Red stone may be added to driveways without approval of the Association.
3. Satellite dishes that are 24" or smaller are permitted provided it is installed in a manner that conceals its existence from front view of the unit provided the unit back is facing the woods. For example: on backside of a roof or if on the ground landscaping conceals it.
4. No unit owner may infringe upon common ground without prior approval of the Association. For Example: Fences, Landscaping, Storage Units, Parking area
5. Existing violations are subject to removal or restoration.
6. All units must have their unit number posted prominently. The number color, size and location must be consistent with other units as determined by the Association. The ability to locate your unit is required for police and fire department purposes primarily.
7. All applications submitted to the Association, after approval, shall be sent to Kings Grant Open Space Association for approval. If a building permit is required, you will need the

KGOSA approval in order to obtain a permit. All changes must match existing unit color, style and materials. Architectural guidelines for KGOSA are available from 50 Landings Drive, Marlton, NJ 08053. VRA uses these guidelines when reviewing for approval with some obvious exceptions.

• **TRANSFER OF OWNERSHIP or INTEREST**

1. In the event of the sale of your unit, the seller is required to provide to the buyer a copy of the Declaration, Covenants and Restrictions documents which include the Association By-Laws. The Association Management Company provides financial information concerning the status of Association dues to the settlement agent.
2. In the event the unit owner rents the unit, the unit owner shall provide the name of the renter to the Association along with the new address of the unit owner. Township requires that all landlords register their rental units.
3. Units for sale shall not have FOR SALE signs in unit windows. All signs shall be located in front of the unit in the ground. No handwritten signs permitted. One sign per unit permitted.

• **VANDALISM**

1. Acts of vandalism to the common areas shall be reported to police. Those responsible individuals, if unit owners/residents, shall be fined and required to provide restitution. The Association will press charges regardless of status (owner or non-owner). A reward shall be paid to anyone who witnesses and reports any acts of vandalism. The amount shall be determined by the Association in consideration of the amount of damage.
2. Repeated acts of vandalism of common areas may result in additional expense of hiring security to protect the common areas.
3. Acts of vandalism by minors will not be tolerated. The Association will pursue prosecution of the guilty person(s).
4. The Township has a curfew of 11:00 p.m. on weekdays and 12 midnight on weekends. Those residents subject to curfew (persons under 18 years old) will be reported if the violation is on common grounds.
5. Use of the Swim Club facilities outside of published hours is prohibited. Any person found in the pool area after closing will be subject to pool rental charges plus cost of any damage from vandalism. The Swim Club is available for private party rental after hours by members.

Whereas, the Association has periodically in newsletters described the policies, rules and regulations; and

Whereas, the Association documents addresses many of the above rules and regulations; and

Whereas, the above rules and regulations are subject to amendments, changes, additions, deletions; and

Whereas, violation of these rules and regulations are subject to fines per incident/day; and

Whereas, fines are authorized to be enforced by the authorized management agent of the Association; and

Whereas, any decision by the management agent in the enforcement of these rules and regulations may be appealed to the Board of Directors; and

Whereas, the purpose of these rules and regulations are for the benefit and enjoyment of the property owners and/or occupants as well as the enhancement of property values:

Now, therefore, the Board of Directors of the Villa Royale Association, being duly elected/appointed, do hereby supplement and clarify the community rules and regulations on this 17th day of May, 1999 in order to further define the duties and responsibilities of all parties.

Royanne Ortiz
Royanne Ortiz, President & CEO

Jody Barankin
Jody Barankin, Secretary & Director

Donald F. Cohen
Donald Cohen, Vice President & Director

Lucille Green
Lucille Green, Treasurer & Director

Vivian D. Weimer
Vivian Weimer, Recording Secretary & Director

Unofficial Document

VILLA ROYALE ASSOCIATION RESOLUTION 1-91

Whereas the Declaration of Covenants, Restrictions, Easement, Charges and Liens of the Villa Royale Association provides for the Board of Directors controlling the type of motorized vehicles that may enter, be parked, be garaged or be stored in Villa Royale; and controlling the storage of trailers, boats, and other types of conveyance vehicles:

Whereas the Declaration of Covenants, Restrictions, Easements, Charges and Liens of the Villa Royale Association provides for the Board of Directors controlling any activity which may be or become an annoyance or nuisance to the neighborhood:

Whereas the present Board of Directors of the Villa Royale Association desires to clarify the individual homeowner's responsibility vis-à-vis the above: and maintain the residential atmosphere of Villa Royale and enhance Villa Royale property values:

Therefore be it resolved now that:

1, No commercial vehicle may enter Villa Royale except and solely for the purpose of delivering material to or retrieving material from a residence or making repairs to appliances and systems in the residence or cleaning the residence or maintaining the common grounds and properties or similar legitimate purposes. Livery licensed vehicles may enter and leave to pick up or discharge residents, family members and/or guests. Commercial and livery licensed vehicles must leave as soon as the assigned task is completed and may not remain overnight. Special exemptions can be allowed upon request of the Board of Directors (i.e. moving vans construction projects etc.)

A. A commercial vehicle is defined as any vehicle that bears a commercial or livery license or bears advertising and/or names, addresses, etc. on the body or bed of the vehicle.

B. Pickup trucks, panel trucks or vans used solely for personal transportation, licensed as personal vehicles and bearing no advertising, names addresses, etc. on the body or bed of the vehicle are not commercial vehicles.

C. To qualify as a personal vehicle, pickup trucks may have one truck box or cap: but no racks or any other appurtenances. Materials, boxes, etc. may not be visible from afar in the truck bed. Vans and panel trucks may have only a luggage rack and rear mounted spare tire.

2. Motorcycles, motorbikes or similar vehicles may be used as transportation into and out of Villa Royale only. They must be operated only on paved road surfaces and must be operated at such speeds and in such a manner as to keep noise levels to a minimum.

3. Any and all vehicles entering into, parked within or leaving Villa Royale must be legally licensed legally insured and bear a current inspection sticker. Any and all vehicles parked within Villa Royale must be operable.

4. Dirt bikes, all terrain vehicles, 3 and 4 wheel ATV'S are not permitted anywhere within Villa Royale.
5. Trailers, boats, truck rigs, motor homes and/or similar motorized or non-motorized vehicles are not permitted within Villa Royale.
6. All vehicles must be parked in front of their owner's residence or in the nearest parking bay.
7. Parallel parking along curbed areas is not permitted in those locations designated as no parking zones.

And therefore be it further resolved now that:

1. Repair and/or maintenance to vehicles must be done in front of the vehicle's owner's residence. Repairs are limited to minor repairs. No body work or painting of vehicles is permitted.
2. Repairs and/or maintenance may commence at a reasonable hour after dawn and must be completed by dusk.
3. Repairs resulting in loud noise; noxious smells or fumes; discharge of vehicle fluids; or becoming annoying to or a nuisance to the neighborhood are not permitted.

AND THEREFORE BE IT FURTHER RESOLVED NOW THAT:

1. Responsibility for conformance to the above rests with the individual homeowner or tenant. Each homeowner or tenant is responsible for all visitors and/or guests conforming to the above. Non-residents owners (investment owners) are responsible for their tenants.
2. Violations of the above rules and regulations will result in warnings and/or fines to the homeowner or tenant as follows;
 - A. First notification - warning notice detailing the specific violation and a copy of the attached of the pertinent resolution or resolutions.
 - B. Second notification - notice detailing the violation plus \$10.00 fine per day of offence.
 - C. Twenty days after second notification, the association at its option may choose to have the offending vehicle towed away and impounded. Costs of towing will be assessed to the offending homeowner. Additionally the vehicle owner must pay costs to the impounding authority to recover said vehicle.

RESOLUTION OF THE BOARD OF DIRECTORS
VILLA ROYALE ASSOCIATION

NO. 97-001

Be it resolved, on this day 10 of Nov. 1997, the Board Of

Directors approved the ROOF RESERVE WARRANTY FUND as of January 1, 1997 to

have funds in the amount of \$4555.40.

The roof warranty covers units #1-4, #121-142

This warranty runs until Dec 31 ~~2006~~

Gayanne Orling
Board Member

Board Member

John [Signature]
Board Member

Board Member

Lucille M. Greene
Board Member

RECORDING DATA PAGE

VILLA ROYALE ASSOCIATION
143 FIVE CROWN ROYAL
MARLTON, NJ 08053

Receipt No : 398876
Document No : 3769817 Type : BLAW
Recording Date : 02/06/2003
Login id : ccgeogha

Recorded	Filed
Feb 06 2003 02:34pm	Feb 06 2003 02:34pm
Burlington County Clerk	Burlington County Clerk

Clerk of Burlington County • 49 Rancocas Rd. • Mt. Holly, NJ 08060
609-265-5180

DB6035 PG062

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