

BY - LAWS OF

SPICER ESTATES HOMEOWNERS ASSOCIATION, INC.

ARTICLE I: Name and Location

SECTION 1. NAME; OFFICE. The name of the corporation is Spicer Estates Homeowners Association, Inc. (hereinafter referred to as the "Association"). The principal office initially shall be located at 410 Andbro Drive, Pitman, New Jersey, 08071.

ARTICLE II: Definitions

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

- (a) "**Annual Assessments**" shall mean and refer to those fees or charges levied by the Association upon the Owners of Lots for the purpose of adequately meeting Common Expenses.
- (b) "**Association**" shall mean and refer to Spicer Estates Homeowners Association, Inc., a New Jersey non-profit corporation, its successors and assigns.
- (c) "**Builder**" shall mean Beazer Homes Corp., its successors and assigns or any other purchaser/builder of Living Units on the Lots, which are included in this Declaration.
- (d) "**Common Area**" shall mean and refer to all real property owned by the Association for the common use and enjoyment of the owners, and shall include all improvements on such property. The Common Area is more particularly described in Exhibit "B-2" to the Declaration
- (e) "**Common Easements**" shall mean easements inuring to the benefit of all Owners and invitees and licensees, which may also be used by utility companies for purposes of installation, maintenance and repair of all utility lines affecting the Property.
- (f) "**Common Expenses**" shall mean and refer to all those costs and expenses which are incurred by the Association in fulfilling its lawful responsibilities, including, without limitation, those necessary for the improvement and maintenance of the Common Area and for the promotion and maintenance of the By-Laws recreation, health, safety and welfare of the residents of the Property.
- (g) "**Declarant**" shall mean and refer to Tunlaw, Inc., a New Jersey Corporation, its successors and assigns.
- (h) "**Declaration**" shall mean and refer to the Declaration of Restrictive and Protective Covenants, Easements, Conditions, Charges and Liens for Spicer Estates and recorded in

the Gloucester County Clerk's Office.

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

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

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

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

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

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

ARTICLE III: MEETINGS OF MEMBERS

SECTION 1. ANNUAL MEETINGS. The first annual meeting of the Members shall be held no later than thirteen months from the date of incorporation of the Association or sixty (60) days after twenty-five percent (25%) of the Living Units have been transferred from the Declarant or Builder, whichever occurs first. Subsequent regular annual meetings of the Members shall be held on or about annually thereafter; provided, however, that the Board of Trustees shall have the right to adjust the date of future annual meetings to coincide with the anniversary dates of the special meeting referred to in Article IV, Section 1 of these By-Laws. If the anniversary date of the meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

SECTION 2. SPECIAL MEETINGS. Special meetings of the Members may be called at any time by the President whenever he deems such a meeting advisable, or upon written request of Members representing no less than twenty-five percent (25%) of all of the votes of the membership entitled to be cast at such meeting. Such request shall state the purpose(s) of such meeting and the matter(s) proposed to be acted upon. Unless Members representing at least fifty (50%) percent of all votes entitled to be cast request such a meeting, no special meeting may be called 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 (12) months, which determination shall be made in the sole and absolute discretion of the Board of Trustees.

SECTION 3. NOTICE OF MEETINGS. Written notice of each meeting of the Members shall be given by, or at the direction of, the secretary or person authorized to call the meeting by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each Member, addressed to the Member's address last appearing on the books of the Association or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting. A copy of the notice shall be filed with the Association secretary or the officer responsible for administering the Association business office.

SECTION 4. PLACE OF MEETINGS. Meetings shall be held in Harrison Township, New Jersey, at such location as specified in the notice of meeting.

SECTION 5. QUORUM. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, more than thirty percent (30%) of the total votes of the membership entitled to be cast shall constitute a quorum for any action except as otherwise provided in the Certificate of Incorporation, the Declaration or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

SECTION 6. PROXIES. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot.

ARTICLE IV: Board of Trustees; Term of Office

SECTION 1. NUMBER; QUALIFICATION. The affairs of this Association shall be managed by a Board of Trustees comprised of five (5) individuals. In addition, so long as Declarant or Builder shall own twenty-six percent (26%) or more of the Lots containing Living Units or Living Units to be sold, the Declarant reserves the right and shall be entitled to appoint a majority of the members of the Board of Trustees, unless the Declarant waives such right in writing and the waiver is approved in writing by a majority of the Unit owners.

Any Trustee whose membership in the Association is not in good standing for thirty (30) consecutive days shall automatically be disqualified as a Trustee upon expiration of said thirty (30) day period and a replacement shall be appointed by the Board within thirty (30) days thereafter to serve the remainder of the term.

Despite the aforesaid, any Trustee who conveys title to his Living Unit and no

longer holds title to any other Living Unit is automatically disqualified as a Trustee effective on the date of said conveyance.

SECTION 2. TERM OF OFFICE. Trustees shall be appointed or elected annually until sixty (60) days after Declarant or Builder has conveyed seventy-five percent (75%) of the Living Units. Thereafter all Trustees shall be elected for terms of two (2) years. Trustees shall hold office until their respective successors have been duly elected and qualified.

SECTION 3. REMOVAL. At any regular or special meeting duly called for that purpose, anyone or more members of the Board of Trustees previously elected by the Members may be removed, with or without cause, by the vote of a majority of the Lot Owners present at any such meeting, provided a quorum is present. A successor may then and there be elected to fill the unexpired term of his predecessor in office. Any member whose removal has been proposed by the Lot Owners shall be given an opportunity to be heard at the meeting at which a vote is to be taken on the issue of his removal. When a member of the Board of Trustees who has been elected by Lot Owners other than the Declarant is removed or resigns, the vacancy shall be filled by a Lot Owner other than the Declarant.

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

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

SECTION 6. ACTION TAKEN WITHOUT A MEETING. The Trustees shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Trustees, if permitted by law. Any action so approved shall have the same effect as though taken at a meeting of the Trustees.

ARTICLE V: Nomination and Election of Trustees

SECTION 1. NOMINATIONS. Nominations for election to the Board of Trustees shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Trustees, and two or more Members of the Association. The Nominating Committee shall be appointed by the Board of Trustees prior to each annual

meeting of the Members to serve from the close of such annual meeting until the close of the next annual meeting, and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Trustees as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.

SECTION 2. ELECTION. Election to the Board of Trustees shall be by secret written ballot. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is permitted. Consistent with Section 1 of Article IV, the Declarant shall be entitled to appoint the majority of the members of the Board of Trustees so long as the Declarant shall be the owner of twenty-six percent (26%) or more of the Lots, unless the Declarant waives such right in writing.

ARTICLE VI: Meetings of Trustees

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

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

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

SECTION 4. QUORUM. A majority of the / Board of Trustees shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Trustees present at a duly held meeting at which a quorum exists shall be regarded as an action of the Board.

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

notice shall be required and any business may be transacted at any such meeting.

SECTION 6. PARTICIPATION BY TELEPHONE. Any or all Trustees may participate in a meeting of the Board or committee thereof by means of conference telephone call or any other means of communications, which allows all persons participating in the meeting to hear each other.

ARTICLE VII: Powers and Duties of the Board of Trustees

SECTION 1. POWERS. The Board of Trustees shall have the power to:

- (a) Adopt, publish and amend. rules and regulations governing the ownership, use and maintenance of the Common Area, Common Easements and facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties and fines for the infraction thereof;
- (b) Suspend the voting rights of a Member during any period in which such Member shall be delinquent in the payment of any, assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed thirty (30) days, for infraction of the published rules and regulations;
- (c) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Certificate of Incorporation or the Declaration;
- (d) Declare the office of a member of the Board of Trustees to be vacant in the event such member shall be, absent from three (3) consecutive regular meetings of the Board of Trustees;
- (e) Employ a manager, an independent contractor or such other employees as they deem necessary, and to prescribe their duties and further to contract with any person, firm or corporation upon such terms as it deems proper for the maintenance of the Common Area and Common Easements, the fulfillment of its duties or the exercise of its powers;
- (f) Prepare or cause the preparation of a budget which shall determine the amount of the Annual Assessment payable by each owner to meet the Common Expenses, which budget shall provide for the establishment of adequate replacement reserves;
- (g) Take all reasonable action necessary to maintain, operate, preserve, improve and manage the Common Area and Common Easements;
- (h) Borrow, mortgage, lease to improve, preserve, maintain and manage the Common Area and Common Easements;
- (i) Elect officers as further provided in these By-Laws; and
- (j) Exercise all powers and authority vested in the Board pursuant to the Declaration and the Certificate of Incorporation.

SECTION 2. DUTIES. It shall be the duty of the Board of Trustees to:

- (a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members or at any special meeting;
- (b) Supervise all officers, agents and employees of this Association and to see that their duties are properly performed;
- (c) As more fully provided in the Declaration (i) establish by resolution the annual period of the Annual Assessment either on a calendar or a fiscal year basis and fix the amount of the Annual Assessment against each Lot at least thirty (30) days in advance of each Annual Assessment period; (ii) send written notice of each Annual Assessment to every Owner subject thereto at least thirty (30) days in advance of each Annual Assessment period; and (iii) may foreclose the lien against any property for which Annual Assessments or Special Assessments are not timely paid or bring an action at law against the Owner personally obligated to pay the same;
- (d) Issue, or cause an appropriate officer to issue, upon demand by any Owner or mortgagee, a certificate setting forth whether or not any Assessments are due and outstanding with respect to any particular Lot. A reasonable charge may be levied by the Board for the issuance of these certificates. A person other than an Owner may rely upon such statement and his liability shall be limited to the amounts set forth therein;
- (e) Procure and maintain adequate liability and hazard insurance on property owned by the Association and such other insurance as it may deem appropriate;
- (f) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate. While the Declarant maintains a majority of representation on the Board of Trustees, it shall post fidelity bond or other guarantee acceptable to the New Jersey Division of Codes and Standards in an amount equal to the annual budget. For the second and succeeding years, the bond or other guarantee shall include accumulated reserves; and
- (g) Cause the Common Area to be maintained in accordance with these By-Laws, the Declaration and any applicable governmental resolutions, rules, orders, statute or ordinances.
- (h) Cause the books, records, and memoranda of the Association to be submitted to an annual audit by an independent certified public accountant who shall audit the same and render a report thereon in writing to the Board and in summary form to all Members, and the Association.

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

in bad faith or contrary to the provisions of these By-Laws. Nothing contained herein to the contrary shall serve to exculpate members of the Board of Trustees from their fiduciary responsibilities.

ARTICLE VIII: Officers and Their Duties

SECTION 1. ENUMERATION OF OFFICERS. The officers of the Association shall be a president and a vice president, both of whom shall at all times be members of the Board of Trustees, a secretary and a treasurer, and such other officers as the Board may from time to time by resolution create.

SECTION 2. ELECTION OF OFFICERS. The election of officers shall take place at the first meeting of the Board of Trustees following each annual meeting of the Members.

SECTION 3. TERM. The officers of the Association shall be elected annually by the Board, and each shall hold office for one (1) year unless such officer shall sooner resign, be removed or otherwise be disqualified to serve.

SECTION 4. SPECIAL APPOINTMENTS. The Board may elect such other officers as the affairs of the Association may require each of whom shall hold office for such period, have such authority and perform such duties as the Board may from time to time determine.

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

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

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

SECTION 8. DUTIES. The duties, of the officers are as follows:

(a) The **President** shall preside over all meetings of the Board of Trustees and of the

Members; shall see that orders and resolutions of the Board are carried' out; shall sign all leases, mortgages, deeds and other written instruments and contracts.

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

(c) The **Secretary** shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; shall keep the corporate seal of the Association and affix it on all papers requiring said seal; shall serve notice of meetings of the Board and of the Members; shall keep appropriate current records showing the Members of the Association together with their addresses; and shall perform such other duties as required by the Board.

(d) The **Treasurer** shall have the responsibility for the Association funds and securities and shall be responsible for the keeping of full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association in such depositories as may from time to time be authorized by the Board. Nothing herein shall prevent the Board from employing a manager to conduct the day to day operation of the Association as long as the manager shall be covered by an appropriate fidelity bond and his records are subject to the review by the Treasurer.

ARTICLE IX: Committees

SECTION 1. CREATION OF COMMITTEES. The Board of Trustees may appoint an Architectural Control Committee, as provided for herein, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Trustees shall appoint other committees as deemed appropriate in carrying out its powers and duties. All members of committees so appointed shall be members of the Association.

SECTION 2. ARCHITECTURAL CONTROL. Unless constructed by the Declarant or Builder (with Declarant's approval), no building structure of any kind, fence, shelter, tennis court, swimming pool, outside lights, antennas, wall, patio, patio enclosure or other external improvement above or below the surface of the ground shall be erected, placed, altered or permitted to remain on any building lot, nor shall any grading, landscaping or excavation be commenced until the proposed building plans, landscaping plans, setbacks, specifications, materials, exterior color or finish, elevation, site layout and/or plot plan showing the proposed location of such improvement shall have been submitted in writing to and approved by the Architectural Control Committee. This approval may be refused by the Architectural Control Committee upon reasonable grounds, including safety or purely aesthetic considerations, in the sole and absolute discretion of the Architectural Control Committee. Approval shall be as provided in Section 4 below.

SECTION 3. ARCHITECTURAL CONTROL COMMITTEE - MEMBERSHIP.

The Architectural Control Committee shall be composed of the Board of Trustees. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. So long as the Declarant or Builder owns at least one (1) Lot, the Declarant shall have the power, through a duly recorded written instrument, to designate the membership of the Committee or to withdraw from the Committee or restore to it any of its powers and duties.

SECTION 4. ARCHITECTURAL CONTROL COMMITTEE PROCEDURE.

The Committee's approval or disapproval, as required hereby, shall be in writing. In the event the Committee or its designated representative fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it by certified mail, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been complied with fully. It shall be incumbent upon the Owner to obtain all required governmental approvals, in addition to obtaining the approval of the Architectural Control Committee, before commencing any construction as described in this Article.

ARTICLE X: Books and Records

SECTION 1. INSPECTION OF BOOKS AND RECORDS. The books and records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Certificate of Incorporation and the By-Laws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at a reasonable cost.

ARTICLE XI: Assessments

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

Easements or abandonment of his Lot.

ARTICLE XII: Corporate Seal

SECTION 1. FORM OF SEAL. The Association shall have a seal in circular form having within its circumference the words: Spicer Estates Homeowners Association, Inc.

ARTICLE XIII: Amendments; Conflict

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

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

ARTICLE XIV: Dissolution

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

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

ARTICLE XV: Miscellaneous

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

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

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

SPICER ESTATES RULES AND REGULATIONS

A. Pets

All pets must be walked on a leash at all times. Any animal outside any dwelling must be leashed, and at no time shall it create a nuisance of any kind. Animal owners should exercise common courtesy and avoid walking their pets within close proximity of their neighbors.

1. All pets must wear an easily visible identification tag when outside of pet owner's residence.
2. All pets must be attended by owner and kept on a leash not longer than six feet.
3. Any pet found unattended without a current tag will be turned over to the Harrison Township animal control unit.
4. All pet owners must adhere to any/ animal/pet laws of the Township of Harrison, as well as any other laws or ordinances relating to pets.

B. TRASH

All trash must be placed in a sealed trash container before being placed at the curb not more than one (1) night prior to the normal trash pickup schedule. This will help eliminate odors and avoid any possible disturbance from existing pets and further avoid loose trash from blowing around.

C. NUISANCES AND NOISE

At no time hereafter shall any member of the Association or any person(s) acting under him/her use any object or thing which creates noise, smoke, odor, soot or vibrations in such manner as to disturb any other member, nor shall they place any signs (except as permitted under Article VII (j) of the Declaration of Restrictive and Protective Covenants), banners (except during sales promotions by the Declarant and/or Builder), pennants, flashing lights, wires, clothes or any other unsightly object beyond the interior walls of any dwelling so that they are in any way visible from the outside; provided, however, that lights of a steady or flashing nature will be permitted to be used during the year-end holiday season.

D. ADDITIONS TO STRUCTURE

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

E. LAWN MOWING AND DRIVEWAY SNOW REMOVAL

As part of the annual assessment fee all yards will be mowed on a regular basis as controlled by the Association. Landscaping and weeding of flowerbeds will be the responsibility of each owner/occupant. Driveway and sidewalk snow removal shall be done as required and as determined by the Association.

03/15/00

[NOTE: The Rules and Regulations document contains additional Rules and Regulations adopted after the By-Laws were initially adopted.]