

EXHIBIT "C"
BY-LAWS
OF
FERNBROOKE HOMEOWNERS' ASSOCIATION, INCORPORATED

ARTICLE I NAME AND LOCATION

The name of the corporation is FernBrooke Homeowners' Association, Incorporated, hereinafter referred to as the "Association." The principal office of the corporation shall be located at Westampton, New Jersey 08060; but meetings of members and trustees be designated by the Board of Trustees.

ARTICLE II SEAL

The corporation seal of the Association shall be in circular form and shall bear the name of the Association and such other language as is required by the laws of New Jersey.

ARTICLE III DEFINITIONS

Wherever words are used herein which have a specific meaning in the Declaration of Covenants and Restrictions, such definitions shall apply herein as well.

ARTICLE IV MEETING QF MEMBERS

Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Trustees, or upon written request of one tenth of the owners.

Proxies. 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 after one year.

Section 4. Method of Voting. Questions to be submitted to the members may be decided at a meeting or by ballot vote by mail. The Board shall determine, by resolution, the method of voting and give notice thereof as provided herein.

ARTICLE V BOARD OF TRUSTEES

The affairs of the Association shall be managed by a Board of five (5) Trustees elected for four-year terms by the voting membership.

Section 1. Composition and Term. The apportionment of the Board between appointed and elected trustees shall be as follows:

All owners are considered members of the association and shall “have the right to nominate, run for, freely elect, and be elected to” the board that governs the association IF they are in good standing.

The Planned Real Estate Development Full Disclosure Act (PREDFDA) now defines “good standing” an association member who is current on payments of common expenses, late fees, interest, fines, legal fees, or other charges lawfully assessed.

Section 2. Requirements. Members must also be considered in good standing (1) if they are in full compliance with a settlement agreement with regard to past due assessment and other charges; or (2) if a member has a pending unresolved dispute regarding these charges that has been initiated through a valid alternative to litigation or through court actions. Members must be in good standing to either run for or be elected to the association board.

Only one (1) owner from each unit may serve on the association board at any given time; multiple owners of one (1) unit (e.g., spouse or business partners) may not serve on the board simultaneously.

Section 3. Term. The term of each Trustee shall be four (4) years, or until successor Trustees shall be duly elected and qualified. The Trustees elected by the Class A Members shall initially be divided into staggered classes, so that each two years of one-half of such members shall expire.

Section 4. Elections. N.J.A.C. 5:26-8.9 Executive Board Elections - Associations with 50 or more units shall be governed by the following (a) through (h) :

- (a) Any election meeting held by the executive board shall require both a notice calling for nominations and any notice of election.
- (b) The association shall provide written notice calling for nominations not fewer than 30 calendar days and not more than 60 calendar days prior to mailing the election meeting notice informing them of the right to nominate themselves or other members in good standing as candidates for the executive board. Such notice shall specify the process for submitting nominations.
- (c) Association members shall have a minimum of 14 days from the mailing of request for nomination during which they may submit their nomination to the board president or otherwise as provided in the association’s By-Laws. The deadline shall provide the notice.

- (d) When the association has not set a deadline, nominations of members in good standing shall be deemed valid until one business day prior to the mailing of notice of election. Good standing shall be the sole criterion for eligibility of a nominee.
- (e) The association shall not mail out ballots or proxies until the day following the expiration of the nomination period.
- (f) Nothing in this subsection shall prevent members in good standing from writing in eligible candidates on the day of the election pursuant to section (vi) listed below.
- (g) Following the nomination period, a notice shall be sent to all association members. This notice shall be in writing and may be by personal delivery, by mail, or electronically. It shall be sent not fewer than 14 days and not more than 60 days prior to the date of the election.
 - i. In case of mailing, the notice shall be effective when deposited in the mailbox with proper postage.
 - ii. In case of personal delivery, the notice shall be effective the date it is delivered. The executive board shall sign and maintain a record attesting to the date the notice was delivered.
- (h) The election meeting notice shall contain a copy of the ballot.
 - iii. Unless prohibited by the By-Laws of the association, the notice shall include a proxy ballot and an absentee ballot with instructions for returning the ballot.
 - iv. The ballot shall contain the names of all persons nominated and found to be in good standing as candidates for the executive board in alphabetical order by last name.
 - v. The ballot shall not indicate incumbent board members.
 - vi. The ballot shall list each candidate's name in the same font, in the same size, and in the same color.
 - vii. When an election is for a specific board position, the ballot shall indicate what office and term each candidate is seeking.
 - viii. The ballot shall include a space for write-in candidates for as many seats are up for election. In the event a write-in candidate receives sufficient votes to be elected but is not eligible, such candidate shall not be deemed to have been elected. If this results in a vacancy on the board, the eligible candidate receiving the next highest number of votes shall be deemed to have been elected.
 - ix. A minimum of 30 days prior to the election, the association shall

notify residents who are not in good standing. Such notice shall state the reason why the resident is not in good standing. The notice shall state the residents have the right to contest the board's determination by requesting Alternative Dispute Resolution. Residents shall be allowed to rectify their standing up until five business days prior to the election date, unless the association allows for more time.

Section 5. Resignation and Removal. The unexcused absence of a Trustee from three (3) consecutive regular meetings of the Board shall be deemed a resignation. Any elected Trustee may be removed from the Board, with or without cause, by a two-thirds (2/3) majority vote of the Class A voting membership of the Association.

Section 6. Vacancies. In the event of death, resignation or removal of an elected Trustee, his successor shall be selected by the remaining elected Trustee(s) and shall serve for the unexpired term of his predecessor.

Section 7. 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.

ARTICLE VI

MEETINGS OF THE BOARD OF TRUSTEES

Section 1. Regular Meetings. Regular quarterly meetings of the Board of Trustees shall be held as follows:

- (a) The Board of Trustees shall meet on a quarterly basis on a date set by the Board of Trustees.
- (b) The date and hour of any quarterly Board meeting may be fixed from time to time by resolution of the Board.
- (c) A notice of all quarterly meetings shall be three (3) days in advance of any meeting by the Secretary of such Board. All quarterly meetings of the Board shall be open to any member for observation.

Section 2. Special Meetings. Special meetings of the Board shall be held when called by the President of the Association, by its chairperson, or by any two members of such Board after not less than three (3) days notice to each member of the Board.

Section 3. Quorum. A majority of the members of the Board shall constitute a quorum for the transaction of business, except in no event shall a quorum be less than three (3) members.

Section 4. Executive Sessions. The President of the Association may call the Board into executive session on matters of personnel or for hearings on infractions of published rules and regulations. Any action taken by the Board in executive session shall be open for member observation.

Section 5. 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 obtaining the written approval of all the Trustees. Any action so approved shall have the same effect as though taken at a meeting of the Trustees.

Section 6. Records of Meetings. The minutes of all Board meetings shall be kept by the Secretary of such Board.

The Board of Trustees shall cause to be kept a complete record of all its corporate affairs including the Book of Resolutions, papers and records of the Association, including financial records. Any member or institutional holder of a first mortgage on any living unit may inspect the records of the Association as described herein during normal business hours (as established by the Association) at the principal office of the Association. Members and mortgagee shall give twenty-four (24) hours advance notice of intent to inspect the Association records.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF TRUSTEES

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

- (a) Exercise for the Association all powers, duties and authority-vested in or delegated to this Association by law, the Declaration of Covenants and Restrictions or any Supplementary Declaration, and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation or the Declaration of Covenants and Restrictions.
- (b) Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties in accordance with the Governing Documents and the Management Standards.
- (c) Borrow money for the purpose of improving the Common Properties and, in aid thereof, to mortgage said properties, subject to the provisions contained in Article III, Section 3(c) of the Declaration of Covenants and Restrictions, and the approval of the membership as set forth herein.
- (d) Subject to the Declaration of Covenants and Restrictions or other instruments of creation, the Association may do all that it is legally entitled to do under the laws applicable to its form of organization.
- (e) The Association shall discharge its powers in a manner that protects and furthers the health, safety and general welfare of the residents of the community.

- (f) The Association shall provide a fair and efficient procedure for the resolution of disputes between individual unit owners and the Association and between different unit owners that shall be readily available as an alternative to litigation.

Section 2. Duties. It shall be the duty of the Board of Trustees to:

- (a) Adopt and publish rules and regulations to implement the provisions of this Declaration including fees, if any, governing the use of the common properties and facilities, and the personal conduct of the members and their guest(s) thereon, and to include these in the Book of Resolutions. The Board of Trustees shall provide for a fair and efficient procedure for the resolution of disputes between Owners and the Association and between Owners, which shall be readily available as an alternative to litigation. A person other than an Officer of the Association, a member of the Board of Trustees or an Owner involved in the dispute shall be made available to resolve the dispute.
- (b) Cause to be kept a complete record of all its corporate affairs including the Book of Resolutions, make such records available for inspection by any member or his agent, and present an annual statement thereof to the members.
- (c) Supervise all officers, agents and employees of the Association and see that their duties are properly performed.
- (d) Adopt and follow procedures for adoption and publication of Board resolutions to be in the Book of Resolutions, including the provision for hearing and notice to members for resolutions on rules, the annual budget and other matters affecting the rights of members.
- (e) Designate depositories for Association funds, designate those officers, agents and/or employees who shall have authority to withdraw funds from such accounts on behalf of the Association, and cause such persons to be bonded, as it may deem appropriate.
- (f) Establish architectural standards for the Properties in accordance with the Book of Resolutions procedures.
- (g) Fix annual general and parcel assessments at an amount sufficient to meet the obligations imposed by the Declaration of Covenants and Restrictions and all Supplementary Declarations.
- (h) Annually set the date(s) assessments are due, decide what, if any, interest rate is to be applied to assessments which remain unpaid thirty (30) days after they become due.
- (i) Send written notice of each assessment to every owner subject thereto at least thirty (30) days in advance of the due date of the annual assessment or first installment thereof.

- (j) Cause the lien against any property for which assessments are not paid within thirty (30) days after due date to be foreclosed or cause an action at law to be brought against the owner personally obligated to pay the same.
- (k) Cause the common properties and facilities to be maintained.
- (l) Enter into mortgage agreements and obtain capital debt financing subject to the provisions of the Declaration of Covenants and Restrictions.
- (m) Appoint such committees as prescribed in Article IX.
- (n) Carry out the duties herein enumerated, and any others not herein specifically referred to but contained in the Declaration of Covenants and Restrictions, any Supplementary Declarations, and the Articles of Incorporation of FernBrooke Homeowners' Association, Incorporated.
- (o) Exercise their powers and duties in good faith with a view to the interests of the Association and, to this end, adopt appropriate guidelines for action on matters where a potential conflict of interest may exist.

ARTICLE VIII OFFICERS

Section 1. Enumeration of Officers. The officers of this Association shall be a President and Vice President, who shall at all times be members of the Board of Trustees, a Secretary and a Treasurer, and such other officers as the Board of Trustees 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 this Association shall be elected annually by the Board of Trustees, and each shall hold office for (4) years unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Resignation and Removal. Any officer may be removed from office, with or without cause by majority vote of the Board of Trustees. Any officer may resign at any time, 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 5. 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 6. Multiple Offices. The offices of President and Secretary may not be held by the same person.

Section 7. Duties. The duties of the officers are as follows:

PRESIDENT - The President shall preside at all meetings of the Board of Trustees and of the Association; shall see that the orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds, and other written instruments and shall co-sign all promissory notes and contracts as the Board may approve from time to time.

VICE PRESIDENT - The Vice President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such duties as may be required of him by the Board.

SECRETARY - The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; maintain the Book of Resolutions; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notices to members as provided in Article X; 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.

TREASURER - The Treasurer shall cause all monies of the Association to be deposited in appropriate accounts and disbursed therefrom within the limits of the annual budget or as directed by resolution of the Board of Trustees, shall co sign any promissory notes and contracts; keep proper books of account; cause an annual audit of the Association books to be made by a certified public accountant at the completion of each full fiscal year; and shall be the chief officer responsible for the preparation of an annual budget and statement of income and expenditures to be presented to the Board and to the membership at its regular meeting.

ARTICLE IX COMMITTEES

Section 1. Other Committees. The Board shall appoint such other committees it deems appropriate to carry out its purpose, a board member may serve on other committees but cannot chair those committees.

ARTICLE X QUORUM AND NOTICE

Section 2. Quorum. The quorum for meetings where action by owners is required by the Declaration of Covenants and Restrictions shall be the presence of owners in person or by proxy who are entitled to cast fifty-one percent of the votes of the owners. If the required quorum is not forthcoming at the meeting, the meeting may be adjourned to another time no sooner than one week and no later than one month from that date. Should a quorum not be present at any meeting, the quorum requirement shall be reduced by half for the subsequent adjourned meeting.

The quorum for all other meetings of members shall be the presence at meetings of members in person or by proxy who are entitled to cast one-tenth (1/10th) of the votes of the members then outstanding.

ARTICLE XI FISCAL YEAR

The fiscal year of the Association shall begin on the first day of January and end the thirty-first day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

ARTICLE XII INDEMNIFICATION OF OFFICERS AND TRUSTEES

The Board of Trustees of this Association shall authorize the payment of expenses incurred by, or satisfy a judgment or fine rendered or levied against, a present or former Trustee and/ or officer of the Association or the estate, executor, administrator, heirs, legatees, or devisees of such person to impose a liability or penalty on such person for an act alleged to have been committed by such person while a Trustee and/or officer, or by the Association, or by both. The Board of Trustees may reimburse such person for amounts paid and expenses, including attorneys' fees, reasonably incurred in settling any such action or threatened action; provided, the Board of Trustees determines in good faith that such Trustee and/or officer was acting in his or her official capacity and in good faith within what the Trustee and/or officer reasonably believed to be the scope of authority and for a purpose which the Trustee and/or officer reasonably believed to be in the best interest of the Association or its members. The reimbursement for costs and expenses shall include reasonable attorneys' fees. The foregoing right of indemnification should not be exclusive of any other rights to which the Trustee and/ or officer may be entitled by law, agreement, or vote of the members of the Association or otherwise.

ARTICLE XIII ARCHITECTURAL REVIEW COMMITTEE

Section 1. Composition. The Architectural Review Committee shall be composed of a chairperson and two or more members. A quorum for board action shall be three members.

Section 2. Duties. It shall be the duty of the Architectural Review Committee to regulate the external design, appearance, location and maintenance of the Properties and of improvements thereon, as more fully described in Article V, Section 4. of the Declaration of Covenants and Restrictions, and to regulate such uses of property as described in Article VI thereof, in accordance with the Architectural Guidelines as amended from time to time. The Architectural Guidelines can only be amended by a seventy-five percent (75%) vote of the owners pursuant to Article V, Section 4 and Article XI, Section 2 of the Declaration of Covenants and Restrictions.

ARTICLE XIV ENFORCEMENT DISPUTE RESOLUTION

Section 1. Enforcement. The Board of Trustees shall have the power, at its sole option, to enforce the terms of this instrument or any rule or regulation promulgated pursuant thereto by any or all of the following: self-help; sending notice to the defending party to cause certain things to be done or undone; restoring the Association to its original position in charging the breaching party with the entire cost or any part thereof; complaint to the duly constituted authority; or by taking any other action before any court, summary or otherwise, as may be provided by law.

Section 2. Fines. To the extent now or hereinafter permitted by the laws of the State of New Jersey, the Board of Trustees shall have the power to levy fines against any owners for violations of any rules or regulations of the Association or for any covenants or restrictions contained in the Declaration or By-Laws. No fine may be levied for more than up to five hundred dollars (\$500.00) for any one violation per month. Collection of fines may be enforced against any owner involved as if the fine were a common expense owed by the particular owner. Despite the foregoing, before the Board of Trustees imposes any fine, the owner involved shall be given at least ten (10) days' prior written notice and afforded an opportunity to be heard with respect to the violations asserted.

Section 3. Fine Fee Schedule. The Fine Fee Schedule outlines monetary penalties for violation of the governing documents, including the Declaration, By-Laws and Rules and Regulations.

- (a) The Fine Fee Schedule is established and maintained by the Board in accordance with the authority granted by the governing documents. The Board may review and revise the Fine Assessment Schedule periodically, but not less than every twelve (12) months to ensure it remains fair, reasonable and effective.
- (b) The current Fine Assessment Schedule is incorporated herein by reference and is available upon request from the Board's appointed management company and may also be posted on the appointed management company's online portal.

Section 4. Waiver. No restriction, condition, obligation or covenant contained in these By-Laws shall have deemed to have been aggregated 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. Alternative Dispute Resolution("ADR") Procedures .

- (a) Authority. In addition to the mediation authority granted to the ADR Committee herein, the ADR Committee shall have such additional duties, powers and authority as the Board of Trustees may from time to time provide by resolution. This shall include the right to resolve disputes arising under the provision of the governing documents and to enforce same, including the right to
 - (i) impose temporary cease and desist orders, and
 - (ii) to levy fines pursuant to Section 2 hereof to the extent permitted by law. The ADR Committee shall carry out its duties and exercise its powers and authority in the manner provided for in the rules and regulations or by resolution of the Board of Trustees. Despite the foregoing, no action may be taken by the ADR Committee without giving the Owners involved at least ten (10) days' written notice and affording the Owner the opportunity to be heard, with or without counsel, with respect to the violations asserted.

Further, any Owner who is aggrieved by any decision of the ADR Committee shall have the right to appeal such decision to a court of competent jurisdiction. Any dispute between or among the Owners or with the Association, other than

collection matters, must be first submitted to the ADR Committee for mediation or non-binding arbitration before any litigation is commenced with respect to the dispute in question, as contemplated by N.J.S.A. 45:22A-44(c) and Section 2 hereof. If there is not an appeal to a court of competent jurisdiction within forty-five (45) days of decision by the ADR Committee, the decision of the ADR Committee shall be binding on all parties and shall have full force and effect under the laws of the State of New Jersey.

- (b) Mediation Alternative. Prior to the commencement of any non-binding arbitration hearing by the ADR Committee pursuant to Section 1, any party to the dispute, or the Committee on its own motion, may request mediation of the dispute by an impartial mediator appointed by the Committee in order to attempt to settle the dispute in good faith. Such mediator may be a member of the ADR Committee, its counsel or any other qualified mediator. Any such mediation shall be concluded within fifteen (15) days after such request, unless extended by the mediator for good cause. In the event that no settlement is reached within said fifteen (15) day period, all relevant time periods in the hearing process shall be extended for fifteen (15) days plus any extension period.

Section 6. Compliance by Members. Each Member shall comply with and shall assume ownership or occupancy subject to the laws, rules and regulations of government authorities having jurisdiction over the community, and the provisions of the Declaration, the Articles of Incorporation, the By-Laws of the Association, and rules and regulations or any other documents, amendments or supplements to the foregoing. Failure to comply with any of the foregoing shall be grounds for commencement of action for the recovery of damages, or for injunctive relief or both, by the Developer, the Association, or any Member, in any court or administrative tribunal having jurisdiction, against any person or persons, firm or corporation violating or attempting to violate or circumvent any of the aforesaid, and against any Member, to enforce any lien created by the Declaration or any covenant contained herein. Failure by the Developer, the Association or any Member, to enforce any covenant therein contained for any period of time, shall in no event be deemed a waiver or estoppel of the right to thereafter enforce same.

Section 7. Civil Action for Damages. The Association shall not be liable in any civil action brought by or on behalf of an Owner to respond to damages as a result of bodily injury to the Owner occurring on the premises of the Association except as a result of its willful, wanton or grossly negligent act of commission or omission.

ARTICLE XV AMENDMENT TO By-Laws (N.J.A.C. 5:26-8.13)

Section 1. By-Laws Adoption. The By-Laws shall detail the method in which the By-Laws may be amended.

Section 2. Effective By-Laws. No amendments to the By-Laws shall be effective until they are recorded in the same county Clerk's Office as the existing By-Laws.

- a) The amendments to the By-Laws shall be recorded in the same county Clerk's Office as the existing By-Laws in a timely manner. The association shall maintain a record of the filing, which shall be available to any owner or designee of an owner,

upon request.

- b) An association that is not required to file By-Laws with the county clerk's office shall not be required to record its By-Laws in the county clerk's office. Such an association shall provide a full set of all validly adopted By-Laws and any amendments to owners at the time of closing, and a copy of the By-Laws shall be available to any owner or designee of an owner upon request.

Section 3. Voting Majority Requirements. If the By-Laws do not provide an amendment method by a vote of association members that is open to all association members, or if they provide for an amendment by more than a two-thirds majority, the association members may amend the By-Laws by a vote of the majority of the total authorized votes in the association.

Section 4. Voting Membership. The majority shall be determined based on association membership in good standing at the time of the vote.

Section 5. By-Laws Amendment Voting. If the By-Laws do not provide a method through which association members may call a meeting of association members to conduct a By-Laws amendment vote or a vote concerning the provisions of N.J.A.C. 5:26-8.10, 8.11, and 8.12, the method shall be as follows:

- a) A petition shall be signed and submitted to the executive board by not less than 15 percent of the association members to request a special meeting,
- b) A special meeting of the association membership shall be held within 60 days of receipt of the request; and
- c) If the annual meeting of association membership is scheduled to occur within 60 days of the request, the amendment vote shall be held at that meeting.

Section 6. Notice. Notice of the meeting to amend the By-Laws, as set forth in this subsection, shall be provided to all association members at least 14 days prior to the date of the meeting.

- a) Such notice shall prominently state that it is for a proposed amendment to the By-Laws and include a copy of the proposed language.
- b) The amendment shall be drafted in clear language and in a manner that is consistent with the association's By-Laws and applicable laws.
- c) The amendment shall be mailed, hand delivered, or if By-Laws permit, electronically delivered together with the notice of the meeting at least 14 days prior to the meeting.

Section 7. Insufficient Ballots. If an insufficient number of ballots are received at the special meeting or annual meeting to determine whether the proposed amendment has been approved or rejected, then the meeting shall be adjourned for 30 days or longer, as approved by the association membership.

- a) The By-Laws of the association shall provide for the percentage of association members required to determine the period of adjournment.
- b) The period between the original special meeting or annual meeting and the next special meeting for the amendments to the By-Laws shall not be longer than 11 months from the date the notice of the meeting was sent.

- c) If the ballots received prior to the extension date are valid under the By-Laws, then they remain valid for the upcoming special meeting or annual meeting.

Section 8. Defeated Amendment. An amendment proposed by the association board shall be considered defeated if, when the association board provided notice to all association members of the proposed amendment, a ballot to reject the amendment was included and at least 10 percent of the association members in good standing voted to reject the amendment within 30 days of the mailing.

- a) The board's proposed amendment shall include a notice that the amendment will fail only if at least 10 percent of the association members in good standing vote to reject the amendment.

Section 9. Approved Amendment. When an amendment is approved, a copy shall be provided to all association members and the association shall record it in the county recording office where the By-Laws were originally recorded, or in the county recording office where the property is situated where the By-Laws have not been previously recorded.

Section 10. Amendment Voting Requirements. An executive board shall not amend the By-Laws without a vote open to all association members or as detailed above except to the extent necessary to render the By-Laws consistent with State, Federal, or local law.

ARTICLE XVI COMMON AREAS

Section 1. By- Laws and Township Ordinances. The provisions of this Article are intended to create compliance of these By-Laws with the requirements of the ordinances of The Township of Westampton. To the extent that any of the other Articles or provisions of these By-Laws or the Articles of Incorporation of the Association are inconsistent with the said The Township of Westampton Ordinances, such inconsistencies shall be construed to be overruled by the provisions of Article XV.

Section 2. Non-Dedicated Common Areas. If the Common Areas located within the Properties are not dedicated to The Township of Westampton, they shall be dedicated free and clear of any encumbrance or debt to the Association not later than one year following the issuance of 95% of the Certificates of Occupancy for said parcel or immediately upon the issuance of the last Certificate of Occupancy for said parcel. The Association shall enter into an appropriate written agreement or other arrangement acceptable to the Township of Westampton Solicitor with regard to the ownership and perpetual maintenance of all Common Areas not dedicated to the Township.

Section 3. Dedicated Common Areas. The Association shall, upon taking ownership of any Common Areas, assume responsibility for the duties specified in these By-Laws and in the Articles of Incorporation, these to include garbage, trash and snow removal and general upkeep of all Common Areas.

Section 4. Disposal of Common Areas. The Association shall not be dissolved, nor shall it dispose of any Common Area by sale or otherwise without the approval of the Township of Westampton Planning Board. In the event such organization is dissolved or intends to dispose of any Common Areas, said lands shall first be offered for dedication to the Township of Westampton or such governmental agency as it shall designate.

IN WITNESS WHEREOF, we being all the Trustees of FERNBROOKE HOMEOWNERS' ASSOCIATION, INCORPORATED, have hereunto set our hands this

_____ day of _____, 2026

Steve Arasayin
Trustee

Nancy Bivins
Trustee

John Caruso
Trustee

Pam Korzun
Trustee