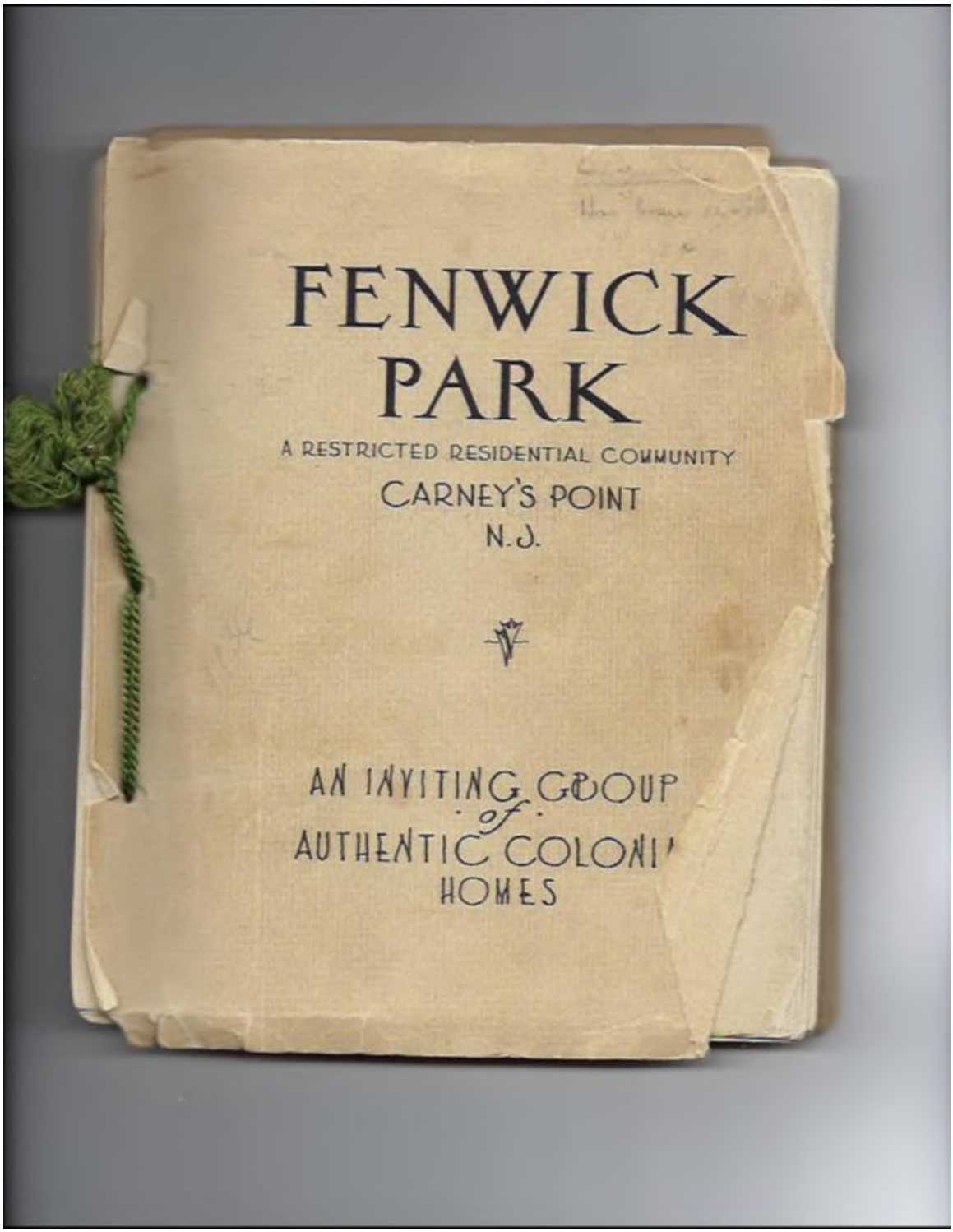
FENWICK
PARK
A RESTRICTED RESIDENTIAL COMMUNITY
CARNEY'S POINT
N.J.
AN INVITING GROUP
OF
AUTHENTIC COLONIAL
HOMES

FENWICK PARK
Carneys Point, NJ 08069
A DEED RESTRICTED COMMUNITY

Fenwick Park is a restricted residential community of authentic colonial homes located in Carneys Point, NJ. Fenwick Park is located behind the Lafayette-Pershing School, between Shell Rd (Rt. 130) and DuPont Road in a tree lined, private area.

Carneys Point is centrally located between New York City and Washington, DC (2 hours) near Philadelphia (30 minutes), opposite Wilmington, DE (10 minutes), on the Delaware River in Salem County, NJ. Carneys Point is a transportation hub of the East Coast with access to Exit 1 of the New Jersey Turnpike, Exit 2&4 of I-295, the Delaware Memorial and Commodore Barry Bridges. Atlantic City and South Jersey beaches are about 1 hour away.

Due to the growth and expansion in the early 1900's of the DuPont Company's manufacturing plants in Carneys Point and Deepwater, NJ, homes were needed for employees. DuPont built the Carneys Point Village, Zeigler and Simpson Tracts. These houses were rented exclusively to DuPont employees. In the early 1950's, DuPont provided employees an opportunity to purchase their homes.

Circa 1936, Fenwick Park was founded to provide homes for DuPont management. Deed Restrictions were established to provide a unique living experience. Fenwick Park remains a private community of custom homes.

This booklet includes the Covenant, Conditions & Restrictions (CC's&R's) and By-Laws that govern Fenwick Park. A Q&A section provides additional information.

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Section A
FENWICK PARK
Questions & Answers

Fenwick Park is a deed-restricted community founded circa 1936. Covenants, Conditions, and Restrictions (CC&Rs) govern the community. Every owner is a member of a Home Owners Association (HOA).

What is the purpose of an HOA?

HOA's are associations that oversee and manage the community to ensure property owners obey CC&Rs, Articles of Incorporations, By-Laws, and other governing documents. The HOA elects a board of Trustees (Fenwick Park Maintenance Corporation (FPMC) to make decisions on the residents' behalf.

Can You Opt Out of an HOA?

You cannot. Membership is mandatory. You may decide not to actively participate in your HOA. However, when you purchased your home, you agreed to abide by the CC&R's which includes paying annual fees. If you were not aware that Fenwick Park was a deed-restricted community, then your realtor, title company, bank or lawyer did not provide you with all the information needed to make a home buying decision.

What are the Advantages of an HOA?

The primary advantage of an HOA and responsibility of the FPMC Trustees is to protect property values. This can be achieved when residents abide by the CC&R's, pay their assessments timely, and demonstrate respect for their neighbors.

What are the Disadvantages of an HOA?

HOA's can impose covenants that might seem restrictive. Fenwick Parks Deed Restrictions can only be changed by 100% and By-Laws by 50% agreement of residents.

What are the common violations experienced in Fenwick Park?

Lack of knowledge of Fenwick Park Deed Restrictions, CC&Rs' and By-Laws has created problems that have caused the FPMC to take actions that are costly to the violator and our residents. Therefore, CC&R's and By-Laws are included.

The parking of boats, trailers, campers, recreational vehicles, commercial vehicles like tractor-trailers, buses and portable storage units are prohibited. If you are currently in violation, please remove them before action by the FPMC is required.

Parking of cars on the grass is prohibited. Cars must be parked on a hard surface that may be concrete, black top, stones or decorative blocks. Please seek approval of FPMC if driveway is changed or expanded.

The parking of cars and small trucks is permitted on the street. Fenwick Park streets are narrow, The Carneys Point Police and Fire Departments have requested that street parking provide emergency vehicles access to our neighborhood, especially at night.

Solar panels may require permits from local governments. The installation of solar panels also requires the approval of the FPMC. Placement of solar panels on the ground is prohibited.

Kiddie and wading pools are permitted by the FPMC. These pools must be removed at end of summer season. Many pools require a permit from the Carneys Point Township Construction Office with additional requirements and regulations. If you do not have a required permit or have never received a written approval for any pool by the FPMC, you are in violation.

The existence of a trade or business is prohibited. Homes are single family, owner occupied. Renting or leasing is strictly prohibited. Home offices that meet the requirements of the CC&Rs' are permitted.

What do residents need to do when changes, improvements or additions are needed to their structure or property?

Some changes will require a building permit or approval from the Carneys Point Township. It is recommended that residents contact the Carneys Point Construction Office to determine the requirements.

Approval from the Carneys Point Township does not mean an approval from the FPMC.

Before any activity begins, residents must submit detailed plans for changes to their home or property to the FPMC. Please allow a minimum of 3 months for a decision as the FPMC meets quarterly. For emergencies, residents and FPMC will work together for expedited approvals. FPMC will provide a letter of approval. The CC&R's provide the FPMC with actions that can be taken if approval was never granted.

When in doubt, check it out with FPMC Trustees.

What Happens when HOA Fees are not paid?

When a resident fails to pay the annual HOA fee, interest penalties of 1.5% per month and a fee of $15.00 per month are added. These fees can quickly add up if a resident does not pay for several years.

The FPMC can place a lien on the property or submit the delinquent account to a collection agency. Both of these actions are costly to all residents especially the residents who pay their HOA fees timely.

Failure to pay HOA fees and penalties places a burden on all Fenwick Park residents. Fees that are not paid are distributed to all residents increasing their annual fee.

The FPMC Treasurer encourages residents to communicate any difficulties in paying HOA fees to the FPMC Treasurer.

What can you do to support your HOA?

Support the FPMC by following the CC&Rs', paying fees when due, showing respect for your neighbors, understanding that what you do is not necessarily good for your neighbor or increases the value of the neighborhood. Get involved by attending meetings, identifying violations, or volunteering to be a trustee.

When you take an action that is not consistent with the CC&Rs', please ask yourself, is this a good thing for my neighbors, does it increase the value of our neighborhood, will my decision increase the fees for all neighbors?

Being a FPMC Trustee is a thankless, payless, and time-consuming responsibility. Trustees are neighbors that need your help, your support, and your respect. FPMC main objectives are to safeguard property values and to maintain the safety of our neighborhood.

Fenwick Park is an historic community with unique custom-built homes. Be proud of where you live. Be respectful to your neighbors. Together we can make Fenwick Park a clean, safe and respected community.

Section B

Fenwick Park

Deed Restrictions

RESTRICTIONS, CONDITIONS, CHARGES, ETC.
GOVERNING PROPERTY OF PENN DEVELOPMENT COMPANY
FENWICK PARK, TOWNSHIP OF UPPER PENNS NECK, NEW JERSEY
AS AMENDED JUNE 23, 1948

As set forth in Deed from E. I. du Pont de Nemours & Company to Penn Development Company dated October 19, 1936 and recorded October 21, 1936 at 9:30 A.M. in Book 221 page 215 & c in the County Clerk's Office of Salem County, New Jersey; and as revised by agreement dated June 23, 1948 entitled "AMENDMENT OF CERTAIN RESTRICTIONS AND RELEASE OF CERTAIN EASEMENTS IN FENWICK PARK TOWNSHIP OF UPPER PENN'S NECK, SALEM COUNTY, NEW JERSEY" and recorded on December 29, 1948 at 10:20 A.M. in Book 289, page 455 & c in the County Ckerk's Office of Salem County, New Jersey.

Note: These restrictions, easements, covenants, conditions, charges, etc. affecting Fenwick Park will NOT be specifically repeated in the Deeds from the Penn Development Company to purchasers of lots therein. It is, therefore, important for their information and guidance that all purchasers should carefully read and retain a copy of same with their deed to be passed on to any subsequent purchasers, grantees or devisees.

In the following copy of Restrictions, Conditions, etc. the Penn Development Company is denoted as "party of the second part".

SUBJECT, HOWEVER, to the following covenants, agreements, conditions, easements, reservations, restrictions, and charges which it is hereby agreed shall be covenants running with the land and shall be binding upon the party of the second part, its heirs, executors, administrators and assigns, and upon all of the lands included within the said tract known as "Fenwick Park".

ARTICLE I

Definitions

The word "street" as used herein is intended to mean any street, highway, or other thoroughfare as shown on Fenwick Park Plot Plan, which is attached hereto and hereby made a part hereof, or hereafter laid out in said tract, whether designated as street, avenue, road, place, lane, path, way, court, circle or otherwise.

The words "frontage" or "front line" as used herein are intended to mean that line or lines of any lot included in said tract which adjoin or coincide with any street line.

The words "Fenwick Park" and"track", as used in these Articles, are each intended to mean all the land included in Parcel No. 1 and Parcel No. 2 and all that portion of the former Georgetown Road adjacent thereto, as described above and shown on the said plot plan hereto attached.

The word "lot" as used in these articles shall be deemed to mean all the land included in any lot shown upon the plot plan of Fenwick Park hereto annexed; saving that the owner of any such lot may increase the width thereof by the acquisition or addition thereto of a portion or all of an adjoining lot or may decrease the width hereof by the sale or other disposition of a portion or all thereof, except that any portion less than sixty feet (60') frontage must be disposed of to the owner of an adjoining lot; and such lot as so increased or decreased shall be deemed to mean all of the land included in any such lot as so increased or decreased; and the sidelines or boundary lines of such lot as so increased or decreased as referred to herein shall be deemed to include the whole of such lot as so increased or decreased.

ARTICLE II

Nuisance

No trade of business of any kind or character nor any building designed or intended for such use shall be erected, permitted, maintained or operated upon any of the land included in said tract. Nor shall any poultry, hogs, cattle, animals or other live stock be kept thereon. This provision shall not be construed so as to prevent the practice of medicine, dentistry or other professional services on said tract, subject however to the approval of the party of the first part, and also shall not be construed so as to prevent the keeping of customary pets such as dogs, cats, birds, etc., thereon.

ARTICLE III

Use of Land

The land included in said tract shall be used for private residential purposes only, and no building of any kind whatsoever shall be erected or maintained thereon except private dwelling houses, each dwelling being designed for occupation by a single family, and private garages for the sole use of the respective owners or occupants of the lots upon which said garages are erected, and not more than one residence shall be erected or constructed upon any lot. Buildings to be used for schools, churches, libraries, art galleries, museums, clubs, or for recreational, educational, religious or philanthropic purposes may be erected or maintained on the land included in said tract, provided that the locations, designs, and maintenance thereof be approved by the owner of a majority of the lots in said Fenwick Park.

ARTICLE IV

Building Restrictions and Easements

1. No building shall be erected or maintained on any lot of land included in said tract unless said lot shall have a minimum frontage line of sixty feet (60') adjoining a public street or road.

2. All lots of land included in said tract shall be subject to the following public easements, to-wit:

(a) That portion or portions of said tract which have been designated on the plot plan of Fenwick Park previously referred to herein as streets, shall be subject to the general use in common by the owners of the lots included in said tract for the purposes of ingress and egress in any manner whatsoever, the installation and maintenance of sidewalks, shade trees, grass, etc., and public or quasi-public utilities such as gas, water, electric, telephone, etc. The party of the first part reserves the right to designate and approve the actual location of the above said public and quasi-public utilities, sidewalks, shade trees, grass, and rights of way as aforesaid in each said street. Any strip of land within each said street designated by the party of the first part to be used for the purposes of maintaining sidewalks, grass, shade trees, etc., shall be maintained by the owner of the lot of land immediately adjoining same.

(b) That portion or portions of each lot of land included in said tract, consisting of a strip of land one and one-half feet in width extending along the rear lines of each said lot, and that portion or portions of each lot consisting of a strip of land one and one-half feet in width where now are located the sewer, telephone, water and electric lines, shall be subject to the use of general public or quasi-public utilities or facilities in any manner necessary for the installation and maintenance thereof.

The following is a description of the existing easements for public utilities, sewers (except storm sewer in block "A" granted by special easements in individual deeds), electric, water and telephone lines between the said lots on the original plot plan as recorded:

BLOCK "A"

Along dividing line between Lots 4 and 5; along dividing line between Lots 5 and 6; along dividing line between Lot 12 and Lots 9, 10, 11; and along dividing line between Lots 12 and 13.

BLOCK "B"

Along dividing line between Lot 1, and Lots 2, 3, and 4; along dividing line between Lot 8, and Lots 9 and 10.

BLOCK "C"

Along dividing line between Lots 4 and 5; along dividing line between Lots 5 and 6; along dividing line between Lot 11 and Lots 12 and 13; along dividing line between Lot 16 and Lots 14 and 15; along dividing line between Lots 21 and 22; along dividing line between Lots 22 and 23; and along dividing line between Lot 24 and Lots 1 and 2.

BLOCK "D"

Along dividing line between Lots 11 and 12.

BLOCK "E"

Along dividing lot line between Lots 2 and 12; along dividing lot line between Lot 3 and Lots 1 and 2.

For the purposes herein, the rear lot lines of the following lots on the original plot plan as recorded are as follows:

(a) Block "A", Lot 11, the northeasterly lot line of said lot,
(b) Block "B", Lot 2, the northeasterly lot line of said lot,
(c) Block "B", Lot 9, the northwesterly lot line of said lot,
(d) Block "C", Lot 1, the easterly lot line of said lot,
(e) Block "C", Lot 12, the northwesterly lot line of said lot,
(f) Block "C", Lot 15, the northwesterly lot line of said lot,
(g) Block "D", Lot 1, the southwesterly lot line of said lot,
(h) Block "D", Lot 14, the northwesterly lot line of said lot,
(i) Block "E", Lot 1, the easterly lot line of said lot,
(j) Block "E", Lot 5, the northeasterly lot line of said lot,
(k) Block "E", Lot 6, the northwesterly lot line of said lot,
(l) Block "E", Lot 11, the southwesterly lot line of said lot.

3. No building or part thereof shall be erected or maintained on any part of any lot included in said tract with the exception of triangular or irregular shaped lots at a distance less than forty feet (40') from the nearest line of any public street adjoining said lot.

4. No building or part thereof shall be erected or maintained at a distance less than seven feet, six inches from any boundary line of said lot or less than fifteen (15) feet from any building upon an adjoining lot erected in accordance with these restrictions except as agreed to in writing by the owner of said adjoining lot and E. I. du Pont de Nemours and Company subject to the provisions of Paragraph 3 of this Article IV.

5. All questions arising hereunder as to the location of any buildings on any of said lots in conformity with the provisions hereof, or any questions as to the location of any buildings on trianguiar or irregular shaped lots with a front line or lines adjoining a public street, shall be determined by the party of the first part and such decision by the party of the first part shall be final and binding.

6. No building, fence, wall or other structure shall be commenced, erected or maintained, nor shall any addition to or change or alteration therein be made, until the plans and specifications, showing the nature, construction, location and approximate cost of such structure and the grading plan of the lot to be built upon shall have been submitted to and approved in writing by the party of the first part and a copy thereof, as finally approved, lodged permanently with the party of the first part shall have the right to refuse to approve any such plans or specifications or grading plan which do not conform with the restrictions, conditions, charges, etc., as herein set forth or which in its opinion do not conform with the general plan of development or with the neighborhood in which the proposed structure or addition or alteration is to be erected, and in so passing upon such plans, specifications and grading plan, it shall have the right to take into consideration the suitability of the proposed building or other structure and of the materials of which it is to be built, to the site upon which it is proposed to erect the same, the harmony thereof with the surroundings

and the effect of the building or other structure, as planned, on the outlook from the adjacent or neighboring property. Any decision hereunder by said party of the first part shall be final and binding.

7. No garage or other structure shall be built on any lot included in said tract except that it be an integral part of the residence construction, or attached thereto.

8. Steps, uncovered porches and terraces, no part of which is more than three feet (3') above the level of the first floor of the house, may be built and maintained on the restricted area set forth in paragraph 4 of Article IV hereof, subject, however, to the approval of the party of the first part, and further, subject to the restrictions contained in paragraphs 2 (b) and 3 of Article IV hereof.

ARTICLE V

Maintenance Corporation

For the purpose of maintaining Fenwick Park in good order and condition, and for the purpose of providing for the general beautification, community improvement and general maintenance thereof, there shall be organized a Maintenance Corporation, whose members shall include only the owners of Fenwick Park.

The purchase of any lot of land comprised in said tract, by the acceptance of a Deed thereto, shall thereby obligate and bind himself, his heirs or assigns, to become a member of the aforesaid Corporation, and to be bound by all of its rules and regulations, and to be subject to all the duties, assessments, and obligations imposed by membership in said Corporation.

The said Maintenance Corporation shall be a mutual one, each lot owner being a member and it shall, after its incorporation, assess the owners of each lot according to the number of square feet of area contained in the lots of said owners. Said assessments shall be fixed for any period of time that the said Corporation may designate. The Maintenance Corporation shall be organized as soon as practicable after the execution of this Deed and Agreement.

All the land included in said tract, except hereinafter mentioned, by whomsoever owned, except streets and parks maintained for the general use of owners of land included in said tract, and except land taken or sold for public improvements or uses, shall be subject to a maintenance charge as above provided for the purpose of creating a fund to be known as the Maintenance Fund, to be paid by the respective owners of the land included in said tract unto the treasure of the Maintenance Corporation at the time and in the manner prescribed by said corporation.

Said charge may be adjusted from time to time by said Maintenance Corporation as the needs of the tract may in its judgment require.

ARTICLE VI

Maintenance Charge Liens

It is expressly agreed that the maintenance charges referred to in Article V hereof shall be a lien or encumberance on the land with respect to which said charges are made, and by the acceptance of fee simple title to any of the land included in said tract, the owner from the time of acquiring title thereto shall be held to have covenanted and agreed to pay to the Maintenance Corporation all charges provided for in said Article V hereof, due and unpaid at the time of his acquiring title in respect to the land acquired, and all such charges thereafter falling due as long as he shall hold title of record without the right in any event to reimbursement for charges he may pay in advance. A certificate in writing, signed by an officer of the Maintenance Corporation, shall be given on demand to any owner liable for said charges, setting forth the status of such owner and of the land to which the inquiry is made with respect to said charges. Such certificate, in favor of anyone relying thereon to his damage, shall be binding on the Maintenance Corporation.

By his acceptance of title as aforesaid, each owner shall be held to vest in the Maintenance Corporation the right and power, in its own name, to take and prosecute all actions or suits, legal, equitable, or otherwise, which may, in the opinion of the Maintenance Corporation, be necessary or advisable for the collection of such charges.

Said charges at the discretion of and with the consent in writing of the Maintenance Corporation, signed by its President or Vice-President, and upon such conditions as it may impose, may be made subject to the lien of any mortgage on any part of said tract, provided such subordination shall apply only to the charges that shall have become payable prior to the passing of title under foreclosure of such mortgage, and nothing herein or in any consent to subordination given by the Maintenance Corporation, shall be held to affect to the rights herein given to enforce the collection of such charges accruing after sale under foreclosure of such mortgage.

ARTICLE VII

General Provisions

Violation of any restriction or condition or breach of any covenant or agreement herein contained shall give the party of the first part, in addition to all other remedies, the right to enter upon the land upon or as to which such violation or breach exists, and summarily to abate and remove, at the expense of the owner thereof, any erection, thing or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof; and the party of the first part shall not thereby be deemed guilty of any manner of trespass for such entry, abatement or removal.

The provisions herein contained shall run with and bind the land and shall inure to the benefit of and be enforceable by the party of the first part or the owner of any land included in said tract, their respective legal representatives, heirs, successors and assigns, and failure by the party of the first part or any land-owner to enforce any restriction, condition, covenant or agreement herein contained shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior to or subsequently thereto.

Any or all of the rights and powers, titles, easements and estates reserved or given to the party of the first part in this Deed may be assigned to any one or more corporations or associations that will agree to assume said rights, powers, duties and obligations and carry out and perform the same. Any such assignment or transfer shall be made by appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its consent to the acceptance of such rights and powers; and such assignee or transferee shall thereupon have the same rights and powers and be subject to the same obligations and duties as are herein given to and assumed by the party of the first part, the party of the first part thereupon being released therefrom.

Section C

Fenwick Park

Bylaws

B Y - L A W S

OF

FENWICK PARK MAINTENANCE CORPORATION

Section 1. The name of this corporation is Fenwick Park Maintenance Corporation.

Section 2. The corporate seal shall be circular in form and have subscribed thereon the name of the corporation and the words and figures "Corporate Seal - 1937 - New Jersey", or words and figures of similar import.

MEETINGS OF MEMBERS

Section 3. All meetings of members shall be held at the principal office of the corporation in the State of New Jersey or at such other place within the State of New Jersey as the Board of Trustees shall designate.

Section 4. Annual meetings of members shall be held on the second Monday of October in each year, or, if that day be a legal holiday, on the next succeeding day not a legal holiday, at 7:30 o'clock in the evening, at which meeting the members shall elect by ballot by plurality vote a Board of Trustees. Each member shall be entitled to one vote in person or by proxy for each full 1,000 square foot area contained in the lot or lots owned by the member in the subdivision known as Fenwick Park in Upper Penn's Neck, County of Salem, State of New Jersey, provided that each member shall have at least one vote.

Sec. 4 amended at 14th annual meeting Oct 7 1951

Section 5. Special meetings of the members may be called by the President and shall be called on the request in writing or by vote of a majority of the Board of Trustees.

Section 6. Notice of all meetings shall be given by the Secretary to each member at his or her last known post office address, for annual meetings ten days and for special meetings five days prior thereto.

Section 7. Members representing a majority of the voting power shall constitute a quorum, but a smaller number may adjourn from time to time without further notice until a quorum is secured.

Section 8. At the regular annual meeting of the members of the corporation in each year, they shall levy an assessment upon the property owners of each lot for the purposes of the corporation according to the number of full 1,000 square feet contained in the lot or lots of said owners in said Fenwick Park, and according to whether said lots are improved or unimproved. Unimproved

lots shall not be charged with expense of ash or garbage removal or other charges properly applicable to improved or occupied lots. Such assessment shall be payable annually in advance on the first day of December in each year, and, if not paid on or before such date, shall thereupon become delinquent and shall draw interest at the rate of 1/2 of 1% per month to date of payment. 8A. See annual meeting 1938 Art 10

TRUSTEES

Section 9. The property and business of the corporation shall be managed and controlled by its Board of Trustees, consisting of five members. The trustees shall hold office until the next annual meeting and until their successors are elected and qualified. They shall be elected by the members, except that if there be a vacancy in the Board by reason of death, resignation, or otherwise, or by increase in the number of trustees, such vacancy may be filled for the unexpired term by the remaining trustees by a majority vote. 9A See annual meeting 1938 Art.

POWERS OF TRUSTEES

Section 10. The Board of Trustees shall have, in addition to such powers as are hereinafter expressly conferred on it, all such powers as may be exercised by the corporation, subject to the provisions of the statute, the certificate of incorporation and the by-laws, and subject also to the regulations which may from time to time be made by the members.

The Board of Trustees shall have power:

(a) To purchase or otherwise acquire property, rights or privileges for the corporation, which the corporation has power to take, at such prices and on such terms as the Board of Trustees may deem proper, subject, however, to the approval of the vote of the members representing a majority of the voting power of the corporation.

(b) To appoint agents, clerks, assistants, factors and servants, and to dismiss them at its discretion, to fix their duties and emoluments and to change them from time to time and to require security as it may deem proper.

(c) To confer on any office of the corporation the power of selecting, discharging or suspending such employees.

(d) To authorize the execution of contracts, notes, receipts and other instruments within the scope of the powers of the corporation and any such documents or instruments shall be executed in the name of the corporation and shall be signed by the proper officers thereof, and no officer, director or member shall be personally liable on account of such contract.

(e) To delegate any of its powers to any committee, officer or agent and to grant the power to sub-delegate.

Section 11. The first trustees of the corporation shall levy an assessment upon the property owners of each lot for the purpose of the corporation, as provided in Section 8 hereof, which assessment shall continue in effect until a subsequent assessment shall be levied by the members at the next annual meeting of members of the corporation.

MEETINGS OF TRUSTEES

Section 12. After each annual election of trustees, the newly elected trustees may meet for the purpose of organization, the election of officers, and the transaction of other business, at such place and time as shall be fixed by the members at the annual meeting, and if a majority of the trustees be present at such place and time, no prior notice of such meeting shall be required to be given to the trustees. The place and time of such first meeting may also be fixed by written consent of the trustees.

Section 13. Regular meetings of the trustees shall be held quarterly on the first Monday of January, April, July and October in each year at the principal office of the corporation in the State of New Jersey or elsewhere and at other times as may be fixed by resolution of the Board. Notice of regular meetings shall be required.

Section 14. Special meetings may be called by the President on five days' notice in writing or on two days' notice by telegraph to each trustee and shall be called by the President in like manner on the written request of two trustees.

Section 15. A majority of trustees shall constitute a quorum, but a smaller number may adjourn from time to time, without further notice, until a quorum is secured.

OTHER COMMITTEES

Section 16. From time to time the Board may appoint any other committee or committees for any purpose, which shall have such powers as shall be specified in the resolution of appointment.

OFFICERS OF THE CORPORATION

Section 17. The officers of the corporation shall be President, Vice-President, Secretary, Treasurer and such other officers as may from time to time be elected or appointed by the Board of Trustees.

Section 18. One person may hold the offices of Secretary and Treasurer or Vice-President and Treasurer or Vice-President and Secretary, but not the offices of Vice-President, Secretary and Treasurer.

OFFICERS, HOW CHOSEN

Section 19. The Board of Trustees shall elect from their own number a President and a Vice-President, who shall hold office until the next annual meeting and until their successors are elected and qualified. They shall also elect a Secretary and a Treasurer to serve during the pleasure of the Board.

DUTIES OF THE PRESIDENT

Section 20. The President shall be the chief executive officer of the corporation. It shall be his duty to preside at all meetings of the members and trustees; to have general and active management of the business of the corporation; to see that all orders and resolutions of the Board of Trustees are carried into effect; to execute all contracts and agreements authorized by the Board; to keep the seal of the corporation and when authorized by the Board, to sign and to affix the seal of the corporation to any instrument requiring the same, which seal shall be attested by the signature of the Secretary or the Treasurer.

He shall have the general supervision and direction of the other officers of the corporation and shall see that their duties are properly performed.

He shall submit a report of the operations of the corporation for the year to the trustees at their meeting next preceding the annual meeting of the members of the corporation and to the members at their annual meeting.

He shall be ex-officio a member of all standing committees and shall have the general duties and powers of supervision and management usually vested in the office of president of a corporation.

DUTIES OF THE VICE-PRESIDENT

Section 21. In the absence or disability of the President, the Vice-President shall preside at all meetings and be vested with all the powers of the President.

PRESIDENT PRO TEM

Section 22. In the absence or disability of both the President and Vice-President, the Board may appoint from the Board of Trustees a president pro tem.

SECRETARY

Section 23. The Secretary shall be sworn to the faithful discharge of his duty. He shall be Secretary of and shall attend all meetings of the corporation, the Board of Trustees, and all standing committees. He shall act as clerk thereof and shall record all of the proceedings of such meeting in a book kept for that purpose. He shall give proper notice of meetings of members and trustees and shall perform such other duties as shall be assigned to him.

TREASURER

Section 24. The Treasurer shall have custody of the funds and securities of the corporation and shall keep full and accurate accounts of receipts and disbursements in books belonging to the corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the corporation in such depositories as may be designated by the Board of Trustees. He shall disburse the funds of the corporation as may be ordered by the Board, or President, taking proper vouchers for such disbursements, and shall render to the President and Trustees at the regular meetings of the Board, or whenever they may require it, an account of all his transactions as Treasurer and of the financial condition of the corporation, and at the regular meeting of the Board next preceding the annual members' meetings, an annual report for the preceding year.

CHECKS FOR MONEY

Section 25. All checks, drafts or orders for the payment of moneys shall be signed by two officers, to be designated by the Board, one of whom shall be the Treasurer, and in the absence or disability of the Treasurer, the Board of Trustees shall appoint a temporary treasurer to serve during such absence or disability.

NOTICES

Section 26. Notice required to be given under the provisions of these by-laws to any trustee, officer or member, shall not be construed to mean personal notice, but may be given in writing, addressed to such member, officer or trustee at such address as appears on the books of the corporation, and such notice shall be deemed to be given at the time when the same shall be thus mailed. Each notice of any meeting of members shall give the number of votes the member receiving the notice is entitled to cast according to the records of the corporation.

WAIVER OF NOTICE

Section 27. Any member, officer or trustee may waive, in writing, any notice required to be given under these by-laws, whether before or after the time stated therein.

PROXIES

Section 28. Proxies shall be in writing signed by a member.

FISCAL YEAR

Section 29. The fiscal year of the corporation shall end on September 30.

AMENDMENTS OF BY-LAWS

Section 30. These by-laws may be amended, altered, repealed or added to at any regular meeting of the members or at any special meeting called for that purpose, by vote of the members representing the majority of the voting power of the corporation.

By-laws adopted at first meeting of Incorporators and Trustees on 6 October 1937

Harold E Woodward. Secretary.

Revised Section

FENWICK PARK MAINTENANCE CORPORATION
PROPOSED BY-LAW AMENDMENT

Section 8.

Each member is obligated to pay to the corporation annual and special assessments, which are secured by a continuing lien on the property against which such assessments are made. In making such assessments, it shall be based on the size of the property and prorated per 1,000 square feet units and it shall also be taken into consideration, whether the property is improved or unimproved. Assessments shall be due and payable on the first day of December in each year. Any assessments that are not paid when due are considered delinquent. If an assessment is not paid within sixty (60) days after the due date, there shall be a penalty of $15.00 per month thereafter until paid, + 1% and the corporation may bring an action at law against the owner personally obligated to pay the same, or may foreclose the lien against the property. Interest, penalties, costs and reasonable attorney's fees of any such action shall be added to the amount of any assessment due. No owner may waive or otherwise escape liability for assessments by nonuse of the common area or abandonment of the lot.

FENWICK PARK MAINTENANCE CORPORATION
PROPOSED BY-LAW ADMENDMENT

Section 8. At the regular annual meeting of the members of the corporation in each year, they shall levy an assessment upon the property owners of each lot for the purposes of the corporation according to the number of full 1,000 square feet contained in the lot or lots of said owners in said Fenwick Park, and according to whether said lots are improved or unimproved. Unimproved lots shall not be charged with expense of ash or grabage removal or other charges properly applicable to improved or occuppied lots. Such assessment shall be payable annually in advance on the first day of December in each year, and if not paid on or before such date, shall thereupon become deliquent and shall draw interest at the rate of 1% per month to date of payment. a late charge $15.00

Lien proceedings will commence if the annual assessment payment and applicable interest owed is not received prior to the anniversary due date. All costs incurred by the corporation in collecting monies owed will be paid by the delinquent property owner in the form of an additional assessment. This additional assessment will be payable with the delinquent assessment.

Amendments to by-laws adopted in Annual Meeting, 1938:

Section 8A: - The assessment for special services which is based on properties or houses as units, such as collection of garbage and trash, shalllbe based on the number of properties or houses, rather than on the number of 1000 sq. ft. in each property.

Section 9A; - At the annual meeting of the members in 1938, the two trustees receiving the highest number of votes shalllbe elected for two year terms and three trustees shall be elected for one year terms. Thereafter, vacancies on the board shall be filled by electing trustees for terms of two years, except that, if for any reason there are more than three vacancies, no more than three trustees shall be elected for two years, the remaining vacancies being filled for one year. Vacancies in the board of trustees, occurring after the annual meeting, may be filled until the next annual meeting by the remaining trustees by a majority vote.

Amendment to by-laws adopted in Annual Meeting, Oct 1951:

Section 4: - Annual meetings of members shall be held on one of the first 15 days of October, at a time and place designated by the Trustees, at which meeting.....Etc.

Nov. 10, 1984

NOTICE

At the Oct. 10, 1984, Annual Meeting of the Members of Fenwick Park Maintenance Corporation, it was agreed to change Section 8 of the BY-LAWS OF FENWICK PARK MAINTENANCE CORPORATION to read as follows: "...Such assessments shall be payable annually in advance on the first day of December in each year, and, if not paid on or before such date, shall thereupon become delinquent and shall draw interest at the rate of 1% per month to date of payment."

In the past tardiness in paying assessments has presented the Corporation with a cash flow problem and resulted in loss of interest income from investing the funds until needed for bill payment. This interest is needed to meet our projected budget for 1984-85.

Therefore, to avoid this penalty, please pay your assessment by December 1, 1984. Delinquent accounts will be billed for the unpaid assessment plus the accumulated interest each month thereafter until paid.

2012, 75th Annual Meeting BY-LAW AMENDMENT

Section 9. Trustees

The property and business of the corporation shall be managed and controlled by its Board of Trustees, consisting of five members who must be at all times be in good standing concerning their affairs with the corporation. "Good standing" shall mean specifically that they are current in the payment of annual assessments; that they are not involved in a contested matter or ongoing litigation with the association; and that they are not in violation with any restriction established by the corporation as determined by the Board itself. The trustees shall hold office for two year terms. They shall be elected by the members, except if there be a vacancy in the Board by reason of death, resignation, or otherwise, or by increase in the number of trustees, such vacancy may be filled for the unexpired term by the remaining trustees by a majority vote.

Approved at the 75th Annual Meeting, October 9, 2012

Revised Sections

FENWICK PARK MAINTENANCE CORPORATION BY-LAWS

2012, 75TH Annual Meeting BY-LAW AMENDMENT

Section 9. TRUSTEES

The property and business of the corporation shall be managed and controlled by its Board of Trustees, consisting of five members who must at all times be in good standing concerning their affairs with the corporation. "Good standing" shall mean specifically that they are current in the payment of annual assessments; that they are not involved in a contested matter or ongoing litigation with the association; and, that they are not in violation with any restriction established by the corporation as determined by the Board itself. The trustees shall hold office until the next annual meeting and until their successors are elected and qualified. They shall be elected by the members, except that if there be a vacancy in the Board by reason of death, resignation, or otherwise, or by increase in the number of trustees, such vacancy may be filled for the unexpired term by the remaining trustee by a majority vote.

2013, 76TH Annual Meeting PROPOSED BY-LAW AMENDMENT

Section 31. NUISANCES

As depicted in the Article II, Nuisances section of "Restrictions, Conditions, Charges, Etc., governing Property of Penn Development Company Fenwick Park, Township of Upper Penns Neck, New Jersey, as Amended June 23, 1948", no trade or business of any kind or character nor any building designed or intended for such use shall be erected, permitted, maintained or operated upon any of the land included in said tract. One specific application of this prohibition on commercial activity in the tract shall be that owners may not lease or rent their building(s) to third parties, even for residential use purposes, including family relations and other kin. Nothing herein is to be construed to prohibit an owner from permitting houseguests to stay on short or long term basis with or without the owner being present there simultaneously.