



BARON & BRENNAN P.A.

Prepared By:

JEFFREY I. BARON, ESQ.

**FIRST AMENDMENT TO DECLARATION OF COVENANTS AND
RESTRICTIONS OF CASELLA FARMS HOMEOWNERS ASSOCIATION, INC.**

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS AND
RESTRICTIONS to the Casella Farms Homeowners Association, Inc.
(hereinafter the "First Amendment"), made this 1st day of January,
2012.

WITNESSETH:

WHEREAS, MIPRO HOMES, L.L.C., a New Jersey Limited Liability
Company, 239A Taunton Blvd., Medford, New Jersey 08055 (hereinafter
referred to as "Grantor") made a certain Declaration of Covenants and
Restrictions for Casella Farms Homeowners Association, Inc. dated August 14,
2006 (hereinafter the "Declaration"), which Declaration was recorded in the
Office of the Gloucester County Clerk on September 7, 2006 in Deed Book
4272, Pages 135&c, Docket No. 61296; and

WHEREAS, the Casella Farms Homeowners Association, Inc. desires to
amend the terms and provisions of the Declaration by this First Amendment;
and

WHEREAS, the requisite number of owners and members of the Casella
Farms Homeowners Association, Inc. have approved this First Amendment;

NOW, THEREFORE, the Declaration of Covenants and Restrictions of the

Casella Farms Homeowners Association, Inc. is hereby amended and revised as follows:

1. Preamble to Declaration: The first "WITNESSETH" clause of the Declaration shall be revised and amended to provide that the lands and premises which are the subject of the Declaration have been subdivided into forty-one (41) residential lots, plus two (2) drainage basin/open space lots. Any reference to forty-two (42) residential building lots in the Declaration is hereby revised and amended to reflect forty-one (41) residential building lots.

2. SECTION TWO: MAINTENANCE AND ASSESSMENTS is hereby revised to provide as follows:

1. Assessments: By acceptance of a Deed, all owners of any lot in the subdivision, whether or not it shall be so expressed in any such Deed or other conveyance, shall be deemed to covenant and agree to pay to the Association the following assessments, from the date that the lot owner accepts title to the lot:

(a) Annual assessments or charges;

(b) Capital assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided;

(c) Emergency assessments.

The annual, capital, and emergency assessments, if any, together with such interest thereon and costs of collection thereof, as are hereinafter

provided, shall be a charge on the land and shall be a continuing lien upon the lot against which each such assessment is made. Each such assessment, together with such interest thereon and costs of collection thereof as are hereinafter provided, shall also be the personal obligation of the person or persons who was the owner or owners of such property at the time when the assessment fell due.

2. Use of Assessments: The assessments levied by the Association shall be used exclusively for the purposes of promoting the recreation, health, safety and welfare of the residents of the subdivision, and in particular for the improvement and maintenance of all the land and property under the control of the Association, including, but not limited to, the payment of taxes and insurance thereon, and the maintenance, repair, replacement and additions thereto, and for the costs of labor, equipment, materials and supervision thereof.

3. Annual Assessments: It shall be an absolute affirmative obligation of the Association and its Board of Trustees to fix an annual assessment in an amount sufficient to maintain and operate all Association property, including the common areas and facilities, and to anticipate the current maintenance costs and future needs of the Association in the maintenance and operation of said Association property. The annual assessment for each year shall be established by the Board of Trustees no later than sixty (60) days prior to the beginning of each calendar year, and all

assessments shall be payable semi-annually from and after January 1 of each calendar year. A copy of the proposed budget for maintenance of the stormwater management facilities at the premises for the first year's assessment was attached to the Declaration as Exhibit C.

4. Capital Assessments: In addition to the annual assessments authorized above, the Board of Trustees of the Association may levy in any assessment year a capital assessment for the purpose of defraying, in whole or in part, the cost of any construction, repair or replacement of a described capital improvement upon Association property, including the necessary fixtures and personal property related thereto.

5. Emergency Assessments: The Board of Trustees of the Association may increase the annual and/or capital assessment(s) established in any calendar year, on an emergency basis, with the agreement of a majority of the members of the Association voting in person or by proxy at a meeting duly caused for this purpose. Written notice of any meeting pursuant to the emergency assessment standards hereunder shall be sent to all members not less than ten (10) days nor more than thirty (30) days in advance of the special meeting setting forth the purpose of the meeting and the emergency to be funded pursuant to this paragraph.

6. Exemption from Emergency and Special Assessments: Anything to the contrary herein notwithstanding, the Declarant shall not be required to pay any Emergency Assessment permitted by Paragraph 5 of this

Section to which it does not expressly consent. Further, this provision may not be amended without the written consent of the Declarant.

7. Miscellaneous Assessments: Any and all fines, late charges, costs of collection (including fees for legal counsel), interest on unpaid assessments, membership fees or any other sums required to be paid to the Homeowners Association by its Members by the provisions of this Declaration, together with interest thereon, if any, shall be deemed a Miscellaneous Assessment which each Member has covenanted and agreed to pay in accordance with the provisions of Section Two hereof and for which each Member is liable according to the provisions of this Section.

8. Remedial Assessments: In addition to the other assessments authorized herein, the Board from time to time may levy a Remedial Assessment against any Owner or Unit for any services or maintenance performed or ordered by the Board for the benefit of such Unit which the Owner of such Unit shall fail to perform in accordance with the provisions of this Declaration.

9. Interest in common Surplus: Any common surplus of the Homeowners Association resulting from the excess of income over expenses or resulting from the proceeds of any distribution of assets of the Homeowners Association shall be either retained by the Homeowners Association to defray the reserve or operating costs of the Homeowners Association, or, in the sole discretion of the Board, shall be allocated among the Members then existing in

the Homeowners Association in the same proportion as those expenses were assessed.

10. Contribution to Working Capital: At the time an Owner acquires title to a Unit from the Declarant, or any other Owner (i.e., on a resale of a Unit), he or she shall be obligated to pay to the Association a nonrefundable, one-time contribution to the working capital and operating expenses of the Association in an amount of Five Hundred Dollars (\$500.00). The Board, from time to time, shall have the right to alter the amount of such contribution to working capital provided such action is approved by a Majority Vote of the Members, but in no event shall the required contribution be less than (i) one-sixth (1/6) of the estimated Annual Common Expense Assessment for such Unit for the fiscal year of the Homeowners Association in which the acquisition occurs. The contribution to working capital made by each Owner shall not be transferable and may be utilized for operating expenses and for any lawful purpose which the Board may deem appropriate. This Paragraph 10 shall not apply to holders of Unit Mortgages who acquire title by foreclosure or deed in lieu thereof or to any successor to all or part of the Declarant's interest hereunder or to any Lot Developer.

11. Lien for Unpaid Assessments: If any assessment is not paid on the date when due, then such assessment shall be deemed delinquent and shall, together with such interest thereon and costs of collection thereof as are hereinafter provided, continue as a lien on the lot against the then record

owner, and said record owner's heirs, executors, devisees, personal representatives, successors and assigns. If the assessment is not paid within ten (10) days after the due date, a late charge of Twenty Five Dollars (\$25.00) shall be imposed for each late assessment payment, and the Association may bring legal action against the owner personally obligated to pay the same or may enforce or foreclosure the lien against the property, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided, reasonable attorney's fees, and court costs.

12. Subordination of Lien: The lien for the assessments provided for herein shall be expressly subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties or lots subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

13. Uniform Rate of Assessments: Annual, capital and emergency assessments must be fixed at a uniform rate for all lots, it being the intent hereof that all lots, regardless of the value of the home or improvement thereon, shall pay the same per lot assessment established pursuant to the provisions hereunder.

14. Interim Provisions for Annual Assessments. Until all of the members of the Board of Trustees are individual lot owners as set forth in Article 1, Section 1 of the By-Laws, below, the Grantor shall fix the annual assessment for the Association, based on a written budget to be supplied by Grantor to each lot owner no later than sixty (60) days prior to the end of each calendar year. The annual assessment shall be based upon reasonable estimates. No capital or emergency assessment may be imposed by the Grantor. Each lot owner shall be responsible only for the lot owner's *pro-rata* share of the Association expenses for improvements constructed or to be constructed during the next year, provided, however, that any lot owner accepting title to a lot during the calendar year shall be responsible only for the annual assessment for the lot adjusted *pro-rata* from the date of settlement to the end of the year. The Grantor shall be responsible for payment of the annual assessment to the Association for Grantor's lots.

3. SECTION FIVE: DURATION AND ENFORCEMENT as set forth in the original Declaration shall be renumbered and revised to SECTION SIX: DURATION AND ENFORCEMENT and a new SECTION FIVE: AMENDMENTS shall be added as follows:

SECTION FIVE: AMENDMENTS

1. Generally. Subject to the other provisions of this Declaration relative to amendments, this Declaration may be amended in the following manner:

(a) Before any Conveyances: Prior to the transfer of any Home by the Declarant to an Owner, the Declarant may amend this Declaration in any legal fashion as the Declarant may deem appropriate. After such first transfer of title, the terms of the following subparagraphs shall apply; provided, however, that any other provisions of this Declaration setting forth other conditions of amendment shall take precedence.

(b) Notice: Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting of the Board of Trustees in which a proposed amendment is considered and shall be served upon all Owners in the manner otherwise set forth herein for service of notices.

(c) Resolution: Except as provided in Paragraph (d) herein, an amendment may be proposed by the Board of Trustees. No proposed amendment shall be effective unless it has the affirmative vote of the Owners of at least fifty-one percent (51%) of the votes in the Community Association.

(d) Agreement: In the alternative, an amendment may be made by an agreement signed and acknowledged by that number of Community Association members necessary to adopt an amendment under subparagraph (c) above in the manner required for the execution of a deed, and such amendment shall be effective when recorded.

(e) Correcting Errors: If any amendment to this Declaration or any of the Governing Documents is necessary in the judgment of the majority of the entire Board of Trustees to change, correct or supplement anything

appearing or failing to appear therein which is incorrect, defective or inconsistent with anything in either this Declaration or the By-Laws or applicable law, or if such amendment is necessary to conform to the requirements of the Federal Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development or the Veterans' Administration with respect to comparable projects (if applicable), the Board of Trustees may, at any time and from time to time, effect an appropriate corrective amendment without the approval of the Owners or the holders of any liens on all or part of the Property, upon receipt by the Board of Trustees of an opinion of counsel to the effect that the proposed amendment is permitted by the terms of this paragraph. Each amendment shall be effective upon its recording.

4. SECTION SIX: DURATION AND ENFORCEMENT shall follow SECTION FIVE as revised above and shall be in the same form and contain the same provisions as in the original Declaration.

5. ARTICLE VII, SECTION 6 of the BY-LAWS OF CASELLA FARMS HOMEOWNERS ASSOCIATION, INC. shall be revised to provide:

Any assessment not paid within ten (10) days after the due date shall be deemed delinquent and a late charge of Twenty Five Dollars (\$25.00) shall be imposed for each late assessment payment. In the event a judgment is obtained, such judgment shall include interest on the unpaid assessment(s) as currently permitted by New Jersey Court Rule 4:42-11(a). Furthermore, costs

and reasonable attorney's fees in collecting the assessment(s) shall be added thereto. The Association may bring an action at law against the Owner personally obligated to pay the same, or may foreclose the lien against the Property. No Owner may waive or otherwise escape liability for the assessments provided herein by non-use of the common area or abandonment of his lot.

6. Except to the extent set forth in this First Amendment, all other terms, provisions and conditions of the Declaration shall remain unchanged in their original form in full force and effect.

IN WITNESS WHEREOF, the Casella Farms Homeowners Association, Inc. has hereby executed this document on the date and year first above written.

CASELLA FARMS
HOMEOWNERS ASSOCIATION, INC.

Michele A. Mertz
Witness Michele A. Mertz

By: Michael Procacci, Jr.
Michael Procacci, Jr., President

STATE OF NEW JERSEY :
COUNTY OF BURLINGTON : SS.

I CERTIFY that on this 18th day of April, 2012:

Michael Procacci Jr. personally came before me and this person (or these persons, if more than one) acknowledged under oath, to my satisfaction, that this person:

- a) Is the President of the Casella Farms Homeowners Association, Inc.;
- b) Was authorized to and did make this document as the President of Casella Farms Homeowners Association, Inc., the entity named in this document;
- c) Was authorized to and did execute this document as the legal act of the entity.

Michele A. Mertz
Michele A. Mertz, Notary
Commission Expires 2-11-13