

EXHIBIT A

ALL THOSE CERTAIN tracts or parcels of land in the Township of Evesham, County of Burlington, and the State of New Jersey being more particularly described as follows:

TRACT I (Townhouse Site)

BEGINNING at a point in the Southerly line of Marlton Pike (66.00 feet wide), where the same is intersected by the Westerly line of lands now or formerly of Griscom, said beginning point also being N. 77° 27' 56" W. 1034.10 feet as measured along said Southerly line of Marlton Pike from its intersection with the Westerly line of Cropwell Road (49.50 feet wide) and from said beginning point runs; thence, along the aforesaid Griscom (1) S. 12° 32' 25" W. 300.44 feet to a point corner to the same; thence, still along the same (2) S. 77° 27' 35" E. 797.51 feet to a point in line of lands now or formerly of the Society of Friends; thence, along the same (3) S. 14° 55' 25" W. 170.58 feet to a point corner to the same; thence, still along the same (4) S. 76° 39' 35" E. 209.94 feet to a point in the aforementioned Westerly line of Cropwell Road; thence, along the same (5) S. 21° 07' 39" W. 631.65 feet to an angle point in the same; thence, still along the same (6) S. 19° 59' 17" W. 156 feet more or less to a point in the centerline of the South Branch of the Pennsauken Creek, said creek also being the division line between the Counties of Burlington and Camden; thence, along the same the various courses and distances thereof in a general Westerly direction (7) 2,305 feet more or less to a point in

EXHIBIT B

ALL THAT CERTAIN tract or parcel of land in the Township of Evesham, County of Burlington, and the State of New Jersey being more particularly described as follows:

BEGINNING at a point in the Southerly line of Marlton Pike (66.00 feet wide), where the same is intersected by the Westerly line of lands now or formerly of Griscom, said beginning point also being N. $77^{\circ} 27' 56''$ W. 1034.10 feet as measured along said Southerly line of Marlton Pike from its intersection with the Westerly line of Cropwell Road (49.50 feet wide) and from said beginning point runs; thence, along the aforesaid Griscom (1) S. $12^{\circ} 32' 25''$ W. 300.44 feet to a point corner to the same; thence, still along the same (2) S. $77^{\circ} 27' 35''$ E. 797.51 feet to a point in line of lands now or formerly of the Society of Friends; thence, along the same (3) S. $14^{\circ} 55' 25''$ W. 170.58 feet to a point corner to the same; thence, still along the same (4) S. $76^{\circ} 39' 35''$ E. 209.94 feet to a point in the aforementioned Westerly line of Cropwell Road; thence, along the same (5) S. $21^{\circ} 07' 39''$ W. 631.65 feet to an angle point in the same; thence, still along the same (6) S. $19^{\circ} 59' 17''$ W. 156 feet more or less to a point in the centerline of the South Branch of the Pennsauken Creek, said creek also being the division line between the Counties of Burlington and Camden; thence, along the same the various courses and distances thereof in a general Westerly direction (7) 2,305 feet more or less to a point in line

of lands now or formerly of Charles Collins; thence, along said Collins (8) N. 17° 58' 27" E. 143 feet more or less to a point corner to the same; thence, still along the same (9) N. 25° 11' 50" W. 562.56 feet to a point in the aforementioned southerly line of Marlton Pike; thence, along the same (10) S. 77° 27' 56" E. 1535.88 feet to the point and place of beginning.

SAID ABOVE described tract of land containing within said bounds 37.77 acres more or less.

EXCEPTING thereout and therefrom the above described tract of land the following parcels as illustrated on plan of "Marlton Center - Section 1" prepared by Taylor, Wiseman & Taylor and dated February, 1972:

Blocks 23:01 through 23:46, the land lying within the bed of Village Road (52.00 feet wide) and the strip of land (10.00 feet wide) dedicated to the County of Burlington for right of way widening.

EXHIBIT C

TRACT II (Townhouse Site)

BEGINNING at a point in the Southerly line of Marlton Pike (66.00 feet wide), where the same is intersected by the Easterly line of Cropwell Road (49.50 feet wide), and from said beginning point runs; thence, along the said Southerly line of Marlton Pike (1) S. 77° 27' 56" E. 243.78 feet to an angle point in the same; thence, still along the same (2) S. 77° 28' 55" E. 553.20 feet to a point in the centerline of a proposed street (60.00 feet wide); thence, along the same the following ten courses (3) S. 12° 31' 05" W. 172.35 feet to a point of curvature; thence, on a curve to the left with a radius of 200 feet (4) Southwardly an arc distance of 102.72 feet to a point of tangency; thence (5) S. 16° 54' 33" E. 602.13 feet to a point of curvature; thence, on a curve to the left with a radius of 200.00 feet (6) Southeastwardly an arc distance of 140.61 feet to a point of tangency; thence (7) S. 57° 11' 24" E. 147.76 feet to a point of curvature; thence, on a curve to the right with a radius of 150.00 feet (8) Southeastwardly an arc distance of 148.87 feet to a point of tangency; thence, (9) S. 00° 19' 29" E. 183.83 feet to a point of curvature; thence, on a curve to the left with a radius of 275.00 feet (10) Southeastwardly an arc distance of 431.97 feet to a point of tangency; thence (11) N. 88° 35' 39" E. 250.00 feet to a point in the centerline of a proposed street (90.00 feet wide); thence, along the same (12) S. 01° 24' 21" E. 255.00 feet to a point of curvature; thence,

on a curve to the left with a radius of 2,000.00 feet (13) Southwardly an arc distance of 693.69 feet to a point; thence, (14) S. 67° 45' 48" W. 434.97 feet to a point in the dividing line between the Township of Evesham and the Township of Cherry Hill; thence, along the same (15) N. 12° 35' 16" W. 45 feet more or less to a point in the centerline of the South Branch of the Pennsauken Creek and still in the dividing line between the Township of Evesham and the Township of Cherry Hill; thence, along the same (16) the various courses and distances thereof 1806 feet more or less to a point in line of lands now or formerly of Keso Corporation; thence, along the same (17) N. 08° 56' 34" E. 324 feet more or less to a point corner to the same; thence, still along the same (18) N. 69° 12' 49" W. 693.74 feet to a point in the aforementioned line of Cropwell Road; thence, along the same the following three courses (19) N. 19° 59' 17" E. 0.10 feet to an angle point; thence (20) N. 21° 07' 39" E. 723.17 feet to an angle point; thence (21) N. 15° 34' 05" E. 390.87 feet to the point and place of beginning.

SAID ABOVE described tract of land containing within said bounds 59.03 acres of land more or less.

SAID ABOVE described tract of land being subject to an easement to Public Service Electric and Gas Company (120.00 feet wide).

Edward A. Kelly & Co. Inc.

3400

Edward A. Kelly & Co. Inc.

Book 1521 of

in Book 1521 of

and recorded in the Clerk's Office

at 3:45 o'clock P.M.

RECEIVED
11-8-72

COMMONWEALTH LAND
LITTLE INVESTMENT COMPANY
COMMONWEALTH LAND BUILDING
NAT. BLDG. CO. 100 HOLLYWOOD BL.
CHICAGO ILL. 60604
(603) 542-1500

orig. rec'd. return to

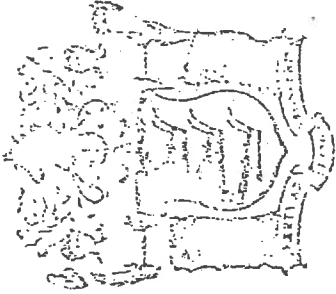
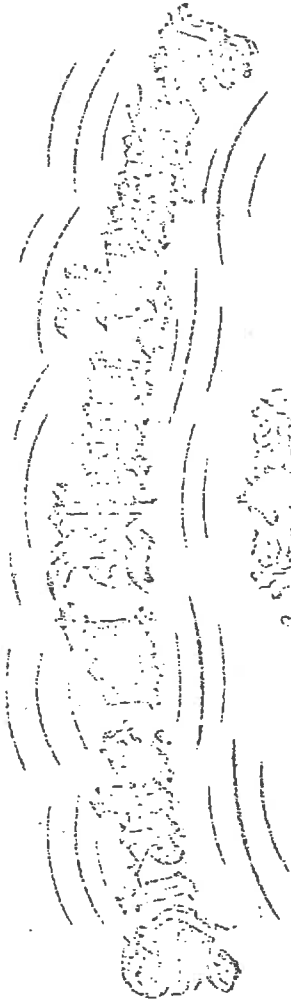
NOTE: FOR MAP SEE FILE# 01508

RECORDED

Nov 3 3 06 PM '72

NOV 3 1972

00295



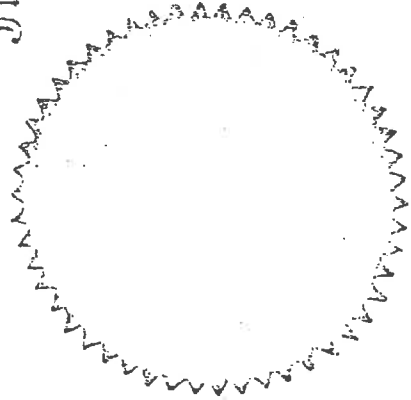
DEPARTMENT OF TREASURY

I, the Secretary of State of the State of New Jersey, do hereby Certify, that

Marlton Village Home Owners Association

was duly incorporated under and by virtue of the laws of this State, by a Certificate filed in this Department on the 26th *day of* December *A. D. 1912, which Certificate had previously been recorded, as required by law in the office of the County Clerk of the County of* Burlington *as appears by the certificate of said County Clerk, endorsed thereon.*

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at Trenton, this 26th day of December A. D. 1912.



Robert M. Foley

ASSISTANT Secretary of State

Wills

Wills

MADE THE

First 1111

day of November

in the year

of our Lord one thousand nine hundred and seventy-two.

WITNESSETH

Marlton Circle Partnership, a New Jersey co-partnership, party

of the first part, and Marlton Village Home Owners Association, a New Jersey non-profit corporation, party

*etc. Interest in Marine
Hall The Liberty Building
Third Floor*

of the second part:

WITNESSETH, That the said party of the first part, for and in consideration of

the sum of One Dollar (\$1.00)

lawful money of the United States of America

well and truly paid by the said party of the second part to the said party of the first part, at and before the signing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, released, conveyed, and confirmed, and by these presents does grant, bargain, sell, alien, enfeoff, release, convey and confirm, unto the said party of the second part, heirs and assigns, ALL

ALL THAT CERTAIN tract or parcel of land in the Township of Evesham, County of Burlington, and the State of New Jersey being more particularly described as follows:

BEGINNING at a point in the Southerly line of Marlton Pike (66.00 feet wide), where the same is intersected by the Westerly line of lands now or formerly of Griscom, said beginning point also being N. 77° 27'-56" W. 1034.10 feet as measured along said Southerly line of Marlton Pike from its intersection with the Westerly line of Cropwell Road (49.50 feet wide) and from said beginning point runs: thence, along the aforesaid Griscom (1) S. 12° 32' 25" W. 300.44 feet to a point corner to the same; thence, still along the same (2) S. 77° 27' 35" E. 797.51 feet to a point in line of lands now or formerly of the Society of Friends; thence, along the same (3) S. 14° 55' 25" W. 170.58 feet to a point corner to the same; thence, still along the same (4) S. 76° 39' 35" E. 209.94 feet to a point in the aforementioned Westerly line of Cropwell Road; thence, along the same (5) S. 21° 07' 39" W. 631.65 feet to an angle point in the same; thence, still along the same (6) S. 19° 59' 17" W. 156 feet more or less to a point in the centerline of the South Branch of the Pennsauken Creek, said creek also being the division line between the Counties of Burlington and Camden; thence, along the same the various courses and distances thereof in a general Westerly direction (7) 2,305 feet more or less to a point in line of lands now or formerly of Charles

Collins; thence, along said Collins (8) N. 170 58' 27" E. 143 feet more or less to a point corner to the same; thence, still along the same (9) N. 250 11' 50" W. 562.56 feet to a point in the aforementioned Southerly line of Marlton Pike; thence, along the same (10) S. 770 27' 56" E. 1535.88 feet to the point and place of beginning.

SAID ABOVE described tract of land containing within said bounds 37.77 acres more or less.

EXCEPTING thereout and therefrom the above described tract of land the following parcels as illustrated on plan of "Marlton Center - Section 1" prepared by Taylor, Wiseman & Taylor and dated February, 1972:

Blocks 23:01 through 23:46, the land lying within the bed of Village Road (52.00 feet wide) and the strip of land (10.00 feet wide) dedicated to the County of Burlington for right of way widening.

BEING the same premises conveyed by indenture dated March 21, 1972 from Marlton Circle Development Company, a Pennsylvania corporation, to Marlton Circle Partnership, a New Jersey partnership, and recorded on March 24, 1972 in Deed Book 1795, page 621.

EXCEPTING thereout and therefrom the above described tract of land the following parcels as illustrated on plan of "Marlton Center - Section I, Phase I" prepared by Taylor, Wiseman and Taylor, and dated February, 1972: Blocks 23:01 through 23:22.

Together with all and singular, the buildings, improvements, woods, ways, rights, liberties, privileges, hereditaments and appurtenances, to the same belonging or in any wise appertaining and the reversion and reversions, remainder and remainders, rents, issues, and the profits thereof, and of every part and parcel thereof: And also, all the estate, right, title, interest, property, possession, claim, and demand whatsoever, both in law and equity, of the said party of the first part, of, in and to the said premises, with the appurtenances:

To have and to hold the said premises, with all ~~and singular~~ the appurtenances, unto the said party of the second part, its ~~administrators~~ ^{administrators} proper use, benefit and behoof of the said party of the second part, its administrators and assigns forever.

UNDER AND SUBJECT, nevertheless, to certain restrictions and easements of record.

AND the said party of the first part

its ~~heirs~~, executors and administrators ~~do~~ ^{es} by these presents covenant, grant and agree to and with the said party of the second part, its administrators ~~heirs~~ and assigns, that it the said party of the first part, its

heirs, all and singular the hereditaments and premises herein above described and granted, or mentioned and intended to be so, with the appurtenances unto the said party of the second part, its administrators and assigns, against the said party of the first part, its

heirs, and against all and every other person or persons whomsoever lawfully claiming or to claim the same or any part thereof,

SHALL and WILL
forever DEFEND.

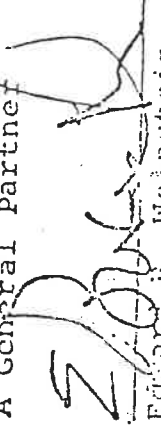
In Witness Whereof, the said party ^{of the first part to these presents} does ^{hand} hereunto set its ^{and seal} hand and seal dated the day and year first above written.

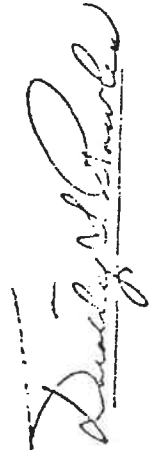
SIGNED, SEALED AND DELIVERED }
IN THE PRESENCE OF

WARRANT and

MARLTON CIRCLE PARTNERSHIP

BY: CROPWELL CO., INC.,
A General Partner

BY: 
Edward B. Wolstein
Secretary,
Cropwell Co., Inc.



STATE OF NEW JERSEY
AFFIDAVIT OF CONSIDERATION

To Be Recorded With Deed Pursuant to c. 49, P.L. 1968 (N.J.S.A. 46:15-5 et seq.)

FOR RECORDER'S USE ONLY	
County of	
Consideration \$	
Realty Transfer Fee \$	

STATE OF NEW JERSEY)
COUNTY OF GARDEN) SS.

(1) PARTY OR LEGAL REPRESENTATIVE (see instruction #3)

JOSEPH J. PATTI, JR. being duly sworn
according to law upon his oath deposes and says that he is the

(State whether Grantor, Grantee or Legal Representative, if Legal Representative, specify in what capacity)
in the deed between

MARLTON CIRCLE PARTNERSHIP c/o 2600 The Fidelity Building, Philadelphia, Pa.
MARLTON VILLAGE HOME OWNERS ASSOCIATION c/o The Fidelity Building, Philadelphia, Pa.
(Name and Address of Grantee)

dated and annexed hereto.

(2) OFFICER OF CORPORATE GRANTOR OR CORPORATE GRANTEE (see instruction #4)

Deponent states that he is the of
(Title of Corporate Officer) and that he is fully
acquainted with the business of said corporation and knows the actual and full consideration paid
or to be paid for the transfer of title to the premises described in the deed annexed hereto.

(3) OFFICER OF TITLE COMPANY OR LENDING INSTITUTION (see instruction #5)

Deponent states that he is the Assistant Vice-President of
Commonwealth Land Title Insurance Company participating in
(Title)
(Name of Title Company or Lending Institution)
the deed transaction herein described and that he knows the actual and full consideration paid
or to be paid for the transfer of title to the premises described in the deed annexed hereto.

(4) CONSIDERATION (see instruction #6)

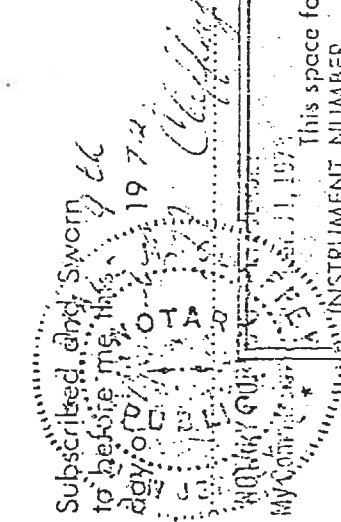
Deponent states that, with respect to deed hereto annexed, the actual amount of money
and the monetary value of any other thing of value constituting the entire compensation paid or
to be paid for the transfer of title to the lands, tenements or other realty, including the remaining
amount of any prior mortgage to which the transfer is subject or which is to be assumed and
agreed to be paid by the grantee and any other lien or encumbrance thereon not paid, satisfied
or removed in connection with the transfer of title is \$ 1.00

(5) LOCATION OF PROPERTY

Deponent states that the real property transferred by the deed annexed hereto is located in
Township of Evesham
County of Burlington
(Taxing District(s))
(County(s))

(6) EXEMPTION FROM FEE (complete only if exemption from fee is claimed. See instruction #7)
Deponent claims that this deed transaction is exempt from the realty transfer fee imposed
by c. 49, P.L. 1968 for the following reasons: Consideration less than \$100.00.

Deponent makes affidavit to induce the County Clerk or Register of Deeds to record the
deed and accept the fee submitted herewith in accordance with the provisions of c. 49, P.L. 1968.



Joseph J. Patti, Jr.
Notary of Deponent
Joseph J. Patti, Jr.
523 Hollywood Avenue, Cherry Hill, N. J.
Address of Deponent

FOR OFFICIAL USE ONLY			
This space for use of County Clerk or Register of Deeds.			
INSTRUMENT NUMBER	COUNTY	BOOK	PAGE
DEED DATED	DATE RECORDED		

IMPORTANT—BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE
HEREOF.

This form is prescribed by the Director, Division of Taxation in the Department of the Treasury, as required by

STATE OF PENNSYLVANIA
COUNTY OF MONTGOMERY

ss.

Be it Remembered, that on this
in the year of our Lord one thousand nine hundred and seventy-two
before me,

1972

day of November

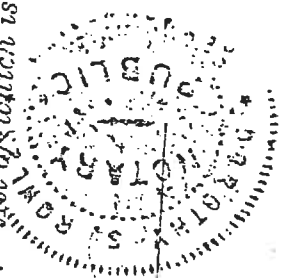
the subscriber, a Notary Public in and for the County of Montgomery,

personally appeared Edward B. Weinstein, Secretary of Cropwell Co., Inc

a general partner of Marlton Circle Partnership
who, I am satisfied is the grantor mentioned in the above deed or convey-

ance and acknowledged that he signed, sealed and delivered the same as
his act and deed. The full and actual consideration paid or to be paid for
the transfer of title to realty evidenced by the within deed, as such consideration is
defined in P. L. 1968, c. 49, Sec. 1(c), is \$ 1.00
hereby certified.

As of which is



Dorothy S. Cowles

DOROTHY S. COWLES, NOTARY PUBLIC
JENKINTOWN BOROUGH
MONTGOMERY COUNTY
MY COMMISSION EXPIRES SEPT. 2, 1976

1951-11-17

MARLTON CIRCLE PARTNERSHIP

TO

MARLTON VILLAGE HOME
OWNERS ASSOCIATION

Dated November 1 1972

Received in the Office of

Office of the County of

on the 12th day of

A. D. 1972 at 12:02 o'clock in

the afternoon, and recorded in Book

1821 of DEEDS

for said County, on pages 1013

and 1014 of

the Record Book

of the County of Montgomery, PA.

11

DEED

WILLIAM W. WILSON

Rec'd of 12-13-11
RR 1805-1/11
MADE THE

8th

Dec 1891

in the year of

our Lord one thousand nine hundred and seventy-two

1872

Marlton Village Home Owners Association, a New Jersey non-profit corporation,

party of the first part, and

Marlton Circle Partnership, a New Jersey co-partnership, of Route 70 and Route 73, Marlton, New Jersey,

party of the second part;

Witnesseth, That the said party of the first part, for and in consideration of

the sum of One (\$1.00) Dollar

lawful money of the United States of America,

well and truly paid by the said party of the second part to the said party of the first part, at and before the ensueing and delivery of these presents, the receipt whereof is hereby acknowledged has granted, bargained, sold, aliened, conveyed, released, conveyed and confirmed and by these presents does grant, bargain, sell, alien, convey, release, convey and confirm, unto the said party of the second part, its successors and assigns,

All the following described property.

COUNTY OF Philadelphia

We it remembered, on this 8th day of December, 1976, in the year of our Lord one thousand nine hundred and Seventy-Live the subscriber, Bonnie L. Kramer, a notary public,

before me,

personally appeared Myron Kaplan, President of Marlton Village Home Owners Association

(Name of officer and title)

who I am satisfied is the person who signed the within instrument, and he acknowledged that he signed, sealed with the corporate seal and delivered the same as such officer aforesaid, and that the within instrument is the voluntary act and deed of such corporation, made by virtue of a Resolution of its Board of Directors. The full and actual consideration paid or to be paid for the transfer of title to realty evidenced by the within deed, as such consideration is defined in P. L. 1968, c. 49, Sec. 1(c), is \$

[Signature]
Notary Public

Notary Public, Philadelphia, Philadelphia Co.,
My Commission Expires January 2, 1976

DEED

Dated _____ 19____

Received in the _____

Office of the County of _____

on the _____ day of _____

A. D. 19____ at _____ o'clock in _____

the _____ noon, and recorded in Book _____

of DEEDS _____

for said County, on pages _____

COMMONWEALTH LAND BANK
TITLE INSURANCE COMPANY
COMMERCIAL BANK BUILDING
N. J. ROUTE 99 AT HIGHTWOOD AVE.
CHERRY HILL, NEW JERSEY 08004
(609) 652-1500

Approved by Myron Kaplan

who I am satisfied acknowledged that the grantor mentioned in the above deed or conveyance and act and deed. The full and actual consideration paid or to be paid for the transfer of title to realty evidenced by the within deed, as such consideration is defined in P. L. 1968, c. 49, Sec. 1(c), is \$
All of which is hereby certified.

in the year of our Lord one thousand nine hundred and _____ day of _____ before me,
personally appeared _____
COUNTY, _____ ss. _____

AMENDMENT TO DECLARATION
OF COVENANTS AND EASEMENTS

This Amendment made and executed this 8th day
of December, 1972, by Mariton Circle Partnership,
a co-partnership, hereinafter referred to as "Declarant";

WITNESSETH:

WHEREAS, Declarant caused to be recorded on November 8,
1972, in Deed Book 1821, page 349, a Declaration of Covenants
and Easements dated September 30, 1972; and

WHEREAS, Declarant desires to amend the Declaration
of Covenants and Easements;

NOW THEREFORE, Declarant hereby declares the following
amendments to the Declaration of Covenants and Easements:

1. That the metes and bounds description attached
to the Declaration of Covenants and Easements as Exhibit "A" be
amended to conform to the metes and bounds description attached
hereto as Exhibit "A".
2. That the metes and bounds description and plan
attached to the Declaration of Covenants and Easements as
Exhibit "B" be amended to conform to the metes and bounds
description and plan attached hereto as Exhibit "B".
3. That the metes and bounds description attached
to the Declaration of Covenants and Easements as Exhibit "C" be
amended to conform to the metes and bounds description attached
hereto as Exhibit "C".
4. That all references in the Declaration of

Covenants and Easements to metes and bounds descriptions and plan attached as Exhibits "A", "B" and "C" to the Declaration of Covenants and Easements be amended to refer respectively to the metes and bounds descriptions and plan attached hereto as Exhibits "A", "B" and "C".

IN WITNESS WHEREOF, this Amendment has been executed the day and year above written.



MARLTON CIRCLE PARTNERSHIP

BY Its Co-Partners:

CROPWELL CO., INC. (A New Jersey corporation)

[Corporate Seal]

BY: [Signature]
Harvey Goldberg, Treasurer and Vice President

Attest: [Signature]

PMC VENTURES CORP. (A New Jersey corporation)

[Corporate Seal]

BY: [Signature]
MYRON KAPLAN, Vice President

Attest: [Signature]

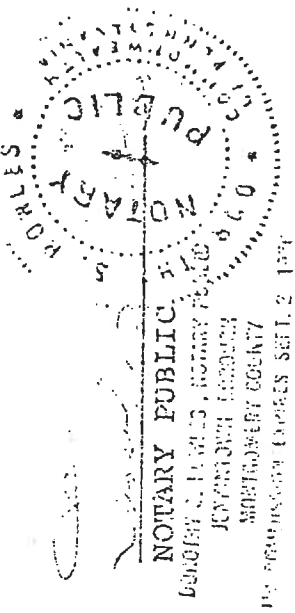


STATE OF PENNSYLVANIA

COUNTY OF *Philadelphia*:

On the *12th* day of *December*, 1972, before me, *Robert L. H. [Signature]* the undersigned officer, personally appeared Harvey Goldberg, who acknowledged himself to be the Treasurer & Vice President of Cropwell Co., Inc., a New Jersey corporation, and that he, as such Vice President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself, as President.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

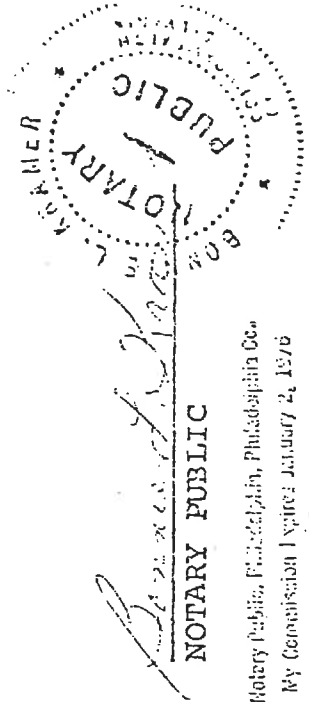


STATE OF PENNSYLVANIA

COUNTY OF *Philadelphia*:

On the *8th* day of *December*, 1972, before me, *Barbara L. [Signature]* the undersigned officer, personally appeared Myron Kaplan, who acknowledged himself to be the Vice President of PMC Ventures Corp., a New Jersey corporation, and that he, as such Vice President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself, as Vice President.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Section 1. Creation of the Lien and Personal

Obligation of Assessments. The Declarant, for each lot owned by it upon which a completed private dwelling is erected and for which a certificate of occupancy has been issued within Marlton Village, hereby covenants, and each subsequent Owner of any Lot (other than an Owner deemed a Declarant for such Lot) whether or not it shall be so expressed in the deed to such Lot, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot (including all improvements thereon) against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. [The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.]

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of Marlton Village, for the restoration, improvement, maintenance and insurance of the Common Areas and all services and facilities relating to the use and enjoyment thereof, for the restoration,

repair and maintenance of the homes situated upon the Lots in Marlton Village to the extent contemplated under Article VIII hereof, and the payment of taxes on the Common Areas only to the extent, however, that such taxes are assessed against the Association as the Owner of record of the Common Areas. Any portion of the Common Areas included within the tax assessment of a particular Lot by the appropriate taxing authorities shall be the responsibility of the Owner of such Lot and shall in no event be a responsibility of the Association.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Two Hundred and Forty (\$240.00) Dollars per lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 6% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 6% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Association, through its Board of Directors, may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized

Under Sections 2 and 4. Written notice of the time and location of any meeting called for the purpose of taking any action authorized under Sections 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty per cent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting. The above notice and quorum requirements shall supersede and be in lieu of any notice or quorum requirements at any time hereafter adopted by the Association in its By-laws, Articles or any resolution, and may be modified only by an amendment to this Declaration. Notice and quorum requirements for all other meetings of the

Association called for purposes not in any way including the taking of any action authorized under Section 3 or 4 hereof shall be governed by the Articles and By-laws of the Association.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments:

Due Dates. Subject to the provisions of Article V, Section 1, the annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment to which a Lot shall be subject shall be adjusted according to the number of months remaining in the calendar year, including the month in which said Lot became subject to the obligation to pay assessments. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 8. Date of Commencement of Special Assessments.

Any special assessment under Section 4 of Article V shall be applicable only to those Lots subject to the obligation for annual assessments on the first day of the year in which such special assessment is levied and the Owner of any Lot to which

a special assessment is inapplicable shall not be counted as a "member" for purposes of the Notice and Quorum requirements of Article V, Section 5 with respect only to the approval of the special assessment. The due date of any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment.

Section 9. Effect of Nonpayment of Assessments:

Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of seven per cent (7%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 10. Subordination of the Lien to Mortgages.

The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the Marlton Village or any part thereof subject to the assessment. Sale or transfer of any Lot will not affect the assessment lien, provided, however, that the sale or transfer of any Lot pursuant to mortgage foreclosure or any other proceeding in lieu of foreclosure shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE VI

ARCHITECTURAL CONTROL: PROTECTIVE COVENANTS

Section 1. Architectural Control. Excepting any original construction by the Declarant, no building, fence, wall or other structure shall be commenced, erected or maintained upon the Lots in Marlton Village, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. Any proposed change by any Owner other than Declarant in the existing color or finish of any exterior surface or any building on a Lot shall also be submitted to and approved by the Board as above provided. In the event said Board, or its designated committee, fails to approve or disapprove such change, design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

Section 2. Protective Covenants. Without intending to limit the generality of the foregoing provisions of Section 1, the following restrictions are imposed as a common scheme upon all Lots:

(a) no tank for storage of gas or liquids may be maintained on any Lot unless hidden from external view of any other Lot;

(b) no animals, livestock or poultry of any kind shall be raised, bred or kept in any dwelling or on any Lot, except that dogs, cats or other domesticated household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose and provided that not more than two pets in the aggregate may be kept on any Lot.

(c) no garbage, refuse, rubbish or cutting shall be deposited on any Lot street, sidewalk, parking area unless placed in a closed metal receptacle container provided by the Lot Owner. Containers provided by the Lot Owners shall not be placed on any street, sidewalk, parking area of Common Area except when necessary for collection and shall regularly be kept in a location on the Lot which is unobtrusive to view from any other portion of the land in Marlton Village.

(d) no commercial or other non-passenger vehicle of any type and no unlicensed motor vehicles of any type shall be permitted to remain overnight on the property of a Lot Owner within Marlton Village unless garaged, other than as may be used by the Developer in conjunction with building operations.

(e) no boats of any type shall be permitted on the property of a Lot Owner within Marlton Village for more than fourteen (14) days unless garaged or screened in a manner acceptable to the Architectural Control Committee of Marlton Village Home Owners Association.

(f) no outside radio or television antennas shall be erected on the property of a dwelling unit within Marlton Village unless and until permission for the same has first been granted by the Architectural Control Committee of Marlton Village Home Owners Association.

(g) no drying or airing of any clothing or bedding shall be permitted outdoors within the area of the property of a Lot Owner within Marlton Village and clothes hanging devices such as lines, reels, poles, frames, etc., shall not be erected.

(h) no noxious, unsightly or offensive activity, including vehicle repairs, shall be conducted on the property of a Lot Owner or on the streets, nor shall anything be permitted to be done thereon which may be or may become an annoyance or nuisance to the residents of Marlton Village.

— (i) no sign of any kind shall be displayed to the public view on any Lot or improvement thereon except a one-family name sign of not more than 144 square inches, or one temporary sign of not more than 2 square feet, advertising the property for sale or rent. No such sign shall be illuminated.

ARTICLE VII

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Lots in Marlton Village and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty.

If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owner to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any

other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs With Land.

The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, the Owners involved in such dispute shall submit the matter to the Board of Directors of the Marlton Village Home Owners Association for decision. A ruling by the majority of the Board of Directors of the Marlton Village Home Owners Association regarding any question involved under this Article shall be final and conclusive.

ARTICLE VIII

EXTERIOR MAINTENANCE

In addition to maintenance upon the Common Area, the

Article VII Section I

Association shall maintain all of the paint and wood finish on the exterior surface of any building or other improvement on any lot subject to assessment hereunder. In the event that the need for such maintenance of paint and wood finish is caused:

- (a) through the negligent or willful act of the Owner, his family, or guests, or invitees; or
- (b) by an alteration of change by any Owner, other than Declarant, of any improvement on the lot,

the cost of such maintenance shall be added to and become a part of the assessment to which such Lot is subject.

Except with respect to exterior paint and wood finish as above provided, in the event an Owner of any Lot in Marlton Village shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain, and restore the lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

ARTICLE IX

COMMON UTILITY LINES

In order to provide the Lot Owners within with underground utility lines, it is required from time to time that two

Lots be served with a common service entrance line. Owners of property with such lines agree to cooperate fully with the utility companies concerned therewith for all maintenance, repair and other measures as may be necessary to provide adequate and proper service to the Owners served thereby.

ARTICLE X

PUBLIC USE OF DRIVEWAYS

In order that there be adequate means of ingress and egress within all non-through streets in Marlton Village, all Owners within Marlton Village shall and they do hereby agree to permit the use by others of a reasonable portion of the street end of their driveways for the purpose of turning their vehicles around prior to leaving such streets.

ARTICLE XI

CATV

Because of architectural characteristics of certain private dwelling units within Marlton Village, Declarant, its heirs, successors and assigns, may install master television antenna systems ("MATV") or CATV systems therein. Each Owner of a private dwelling unit within Marlton Village who shares access to such a system automatically grants an easement to the Declarant, and their agents, employees or designees for the installation, operation, maintenance and repair of such system and which easement shall permit the Declarant, and their agents, employees or designees access at reasonable hours for said purposes. In the case of CATV or MATV systems the connection for service shall be optional and service charges will be levied by the Owner or operator thereof.

ARTICLE XII

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Any monies received by any Owner from any other Owner or former Owner on account of assessments levied by the Association, less all reasonable enforcement costs, shall be paid by such enforcing Owner to the Association. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety per cent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five per cent (75%) of the Lot Owners. Any amendment must be recorded.

Section 4. Termination of Association. In the event

of the liquidation or dissolution of the Association or its successors; the filing against it or voluntarily by it of a petition for reorganization or bankruptcy or for the appointment of a receiver of its assets; the suspension or termination of the Association's rights to administer the use of the Common Area for any reason other than as a result of merger as provided in Article II, Section 5; passage of control of the Association to parties other than the Declarant and the Owners as herein defined; transfer of ownership or control of the Common Area, or any part thereof to parties other than the Association, the Declarant or the Owners (unless such change of ownership or control is as a result of a dedication under Article III, Section 1(b)), the Common Area shall be thereafter subject to the following use restrictions which shall run with and be binding upon the land and be enforceable by any Owner:

(a) no improvement or structure of any kind shall be thereafter placed upon the Common Area which is not available in every respect for the use and enjoyment of the Lot Owners in Marlton Village;

(b) no use or structure of any kind shall be permitted within the Common Area which is not primarily for the purpose of recreation for all of the Lot Owners of Marlton Village, utility service to a Lot Owner, maintenance of the Common Areas or for use as a passage way for all Lot Owners and their families, guests, tenants and invitees and their passenger vehicles.

The foregoing provisions shall have no force or

effect unless the Common Area has been initially conveyed to the Association by the Declarant.

IN WITNESS WHEREOF, this Declaration has been executed the day and year above written.

MARLTON CIRCLE PARTNERSHIP

By its Co-Partners:

CROPWELL CO., INC. (a New Jersey Corporation)

BY: 
Richard J. Fox, President

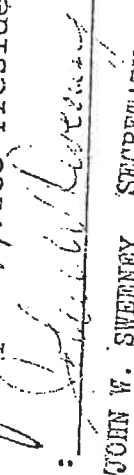
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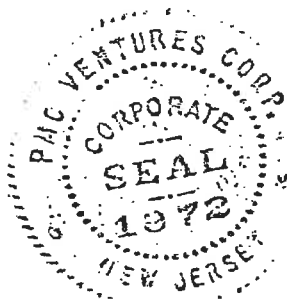


[Corporate Seal]

PMC VENTURES CORP. (a New Jersey Corporation)

BY: 
Myron Kaplan, Vice President

Attest: 
JOHN W. SWEENEY SECRETARY



[Corporate Seal]

EXHIBIT A

ALL THOSE CERTAIN tracts or parcels of land in the Township of Evesham, County of Burlington, and the State of New Jersey being more particularly described as follows:

TRACT I (Townhouse Site)

BEGINNING at a point in the Southerly line of Marlton Pike (66.00 feet wide), where the same is intersected by the Westerly line of lands now or formerly of Griscom, said beginning point also being N. 77° 27' 56" W. 1034.10 feet as measured along said Southerly line of Marlton Pike from its intersection with the Westerly line of Cropwell Road (49.50 feet wide) and from said beginning point runs; thence, along the aforesaid Griscom (1) S. 12° 32' 25" W. 300.44 feet to a point corner to the same; thence, still along the same (2) S. 77° 27' 35" E. 797.51 feet to a point in line of lands now or formerly of the Society of Friends; thence, along the same (3) S. 14° 55' 25" W. 170.58 feet to a point corner to the same; thence, still along the same (4) S. 76° 39' 35" E. 209.94 feet to a point in the aforementioned Westerly line of Cropwell Road; thence, along the same (5) S. 21° 07' 39" W. 631.65 feet to an angle point in the same; thence, still along the same (6) S. 19° 59' 17" W. 156 feet more or less to a point in the centerline of the South Branch of the Pennsauken Creek, said creek also being the division line between the Counties of Burlington and Camden; thence, along the same the various courses and distances thereof in a general Westerly direction (7) 2,305 feet more or less to a point in

SEE SHEET 1

N CROPWELL RD.

23.49

MARLTON

PIKE

WEST

23.48

VILLAGE EMPRESS STREET

23

MARLTON COURT

ASPEN

COURT

BRIAR COURT

CYPRESS COURT

DEERPARK

23.47

ROAD

23.50

23.51

ROAD

4.12

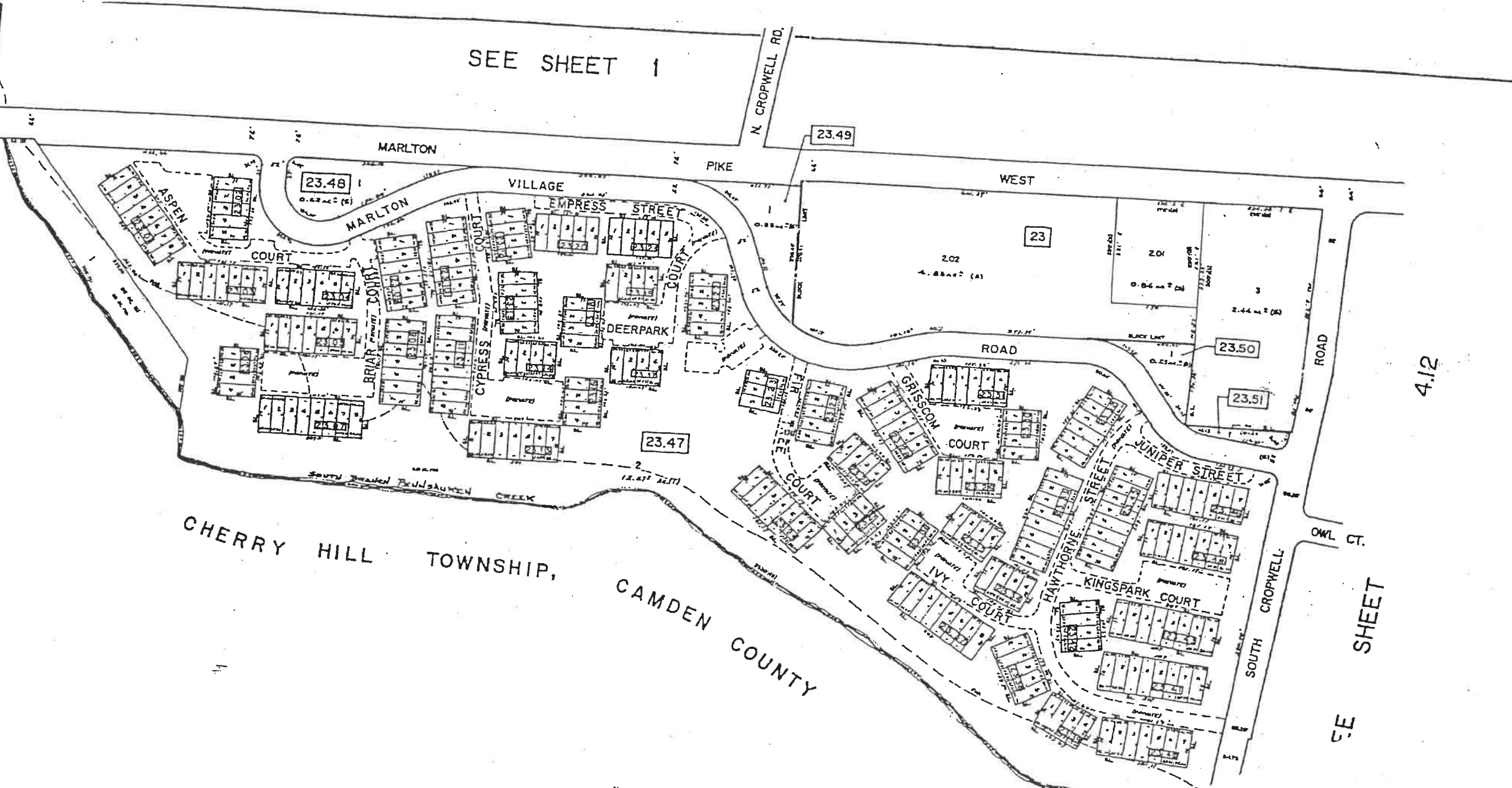
CHERRY HILL TOWNSHIP, CAMDEN COUNTY

OWL CT.

SOUTH CROPWELL

SEE SHEET

4.12



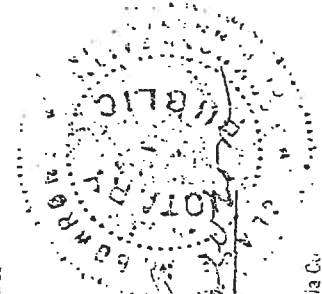
line of lands now or formerly of Charles Collins; thence, along said Collins (8) N. 17° 58' 27" E. 143 feet more or less to a point corner to the same; thence, still along the same (9) N. 25° 11' 50" W. 562.56 feet to a point in the aforementioned Southerly line of Marlton Pike; thence, along the same (10) S. 77° 27' 56" E. 1535.88 feet to the point and place of beginning.

SAID ABOVE described tract of land containing within said bounds 37.77 acres more or less.

STATE OF *Pennsylvania*
COUNTY OF *Philadelphia*: SS

On the *30th* day of *October*, 1972, before me,
a Notary Public the undersigned officer, personally
appeared Richard J. Fox, who acknowledged himself to be the
President of Cropwell Co., Inc., a New Jersey corporation,
and that he, as such President, being authorized to do so,
executed the foregoing instrument for the purposes therein
contained by signing the name of the corporation by himself,
as President.

IN WITNESS WHEREOF, I hereunto set my hand and
official seal.



Charles R. [Signature]
Notary Public

Notary Public, Philadelphia, Philadelphia Co.
My Commission Expires March 22, 1973

STATE OF *Pennsylvania*
COUNTY OF *Philadelphia*: SS

On the *30th* day of *October*, 1972, before me,
the undersigned officer, personally
appeared Myron Kaplan, who acknowledged himself to be the
Vice President of PMC Ventures Corp., a New Jersey corporation,
and that he, as such Vice President, being authorized to do so,
executed the foregoing instrument for the purposes therein
contained by signing the name of the corporation by himself,
as Vice President.

IN WITNESS WHEREOF, I hereunto set my hand and
official seal.



Robert L. Kramer [Signature]
Notary Public

Notary Public, Philadelphia, Philadelphia Co.
My Commission Expires January 2, 1973