

Country Lane Homeowners Association

Dear New Neighbors:

Welcome to the Country Lane Development in desirable Mullica Hill! You are sure to enjoy the excellent schools, convenient location and relaxing life-style found here.

As a homeowner, we welcome you as a member of the Country Lane Homeowners Association (CLHOA), the organization responsible for managing and maintaining the development. Included with this letter is a copy of the **Covenants and Restrictions** of the CLHOA as well as a copy of the latest **Neighborhood Phone List** for your reference.

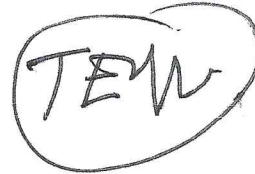
Again, we wish to welcome you to the Country Lane Development. If you have any questions, please feel free to contact any Trustee listed below or indeed any of your new neighbors.

A.J. Schick (trustee)
9 Chestnut Ct
ajschick@outlook.com

James Yanek (trustee)
101 Hickory Ct
james.yanek@gmail.com

Tom Meteyer (secretary)
2 Hickory Lane
tmeteyer@comcast.net

Lori Rowe (treasurer)
218 Hickory Lane
lorirowe@verizon.net



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DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION, made this 20th day of January, 1998, by COUNTRY LANE ASSOCIATES, a New Jersey corporation, hereinafter referred to as "Grantor" or "Declarant."

WITNESSETH:

WHEREAS, Grantor is the owner of certain real property known as Block 54, Lots 3, 3.05, 3.06, 3.07, 3.08, 3.10, 3.11, 3.12, 3.13, 3.14, 3.15, 3.20, 3.21, 3.22, 3.23, 3.24, 3.25, 3.26, 3.27, 3.28, 3.29, 3.30, 3.31, 3.32, 3.33, 3.34, 3.35, 3.36; Block 54.01, Lots 1, 2, 3, 4, 5, 6; and Block 54.02, Lots 1, 2, 3, 4, 5, 6, and 7 in the Township of Harrison, County of Gloucester, State of New Jersey, being more particularly described in the legal description attached hereto and made a part hereof, and as more particularly described on the Final Plat of said Subdivision, about to be filed in the office of the Clerk of Gloucester County; and

WHEREAS, Grantor desires to provide for the preservation of the values and amenities in said lands, for the maintenance thereof, and for the environmental protection of said lands;

NOW, THEREFORE, Grantor declares that the real property described above, known as Country Lane, shall be held, transferred, sold, conveyed, occupied and used subject to the covenants and restrictions hereinafter set forth:

SECTION ONE: COUNTRY LANE HOMEOWNER'S ASSOCIATION: MEMBERSHIP

1. There has been created a homeowners association named COUNTRY LANE HOMEOWNERS ASSOCIATION, INC., in accordance with the Certificate of Incorporation of said corporation.

2. Every person, or entity who is a record owner of any lot in the subdivision shall be a member of the association. When more than one person or entity holds an ownership interest in any lot, all such persons shall be members and the vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast for any one (1) lot in the subdivision.

SECTION TWO: MAINTENANCE AND ASSESSMENTS

1. At settlement, the purchaser will be responsible for the charges described in the Agreement of Sale including but not limited to an initial non-refundable capital contribution in the amount of Three Hundred Fifty (\$350.00) dollars to the Association.

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2. By acceptance of a Deed therefor, 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:

(a) Annual assessments or charges:

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

The annual and special assessments, 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 is the owner or owners of such property at the time the assessment fell due.

3. The assessments levied by the association shall be used exclusively for the purposes of promoting the health, safety, and welfare of the residents of the subdivision including the installation and maintenance of any common elements and for the improvement and maintenance of the common area detention basins, including, but not limited to, the repair, replacement and additions thereto, and for the costs of labor, equipment, materials and supervision thereof. Further, the assessments shall also cover uninsured damages to street lamps within the development.

4. The annual assessment for the first year of the association shall be established at the first annual meeting thereof. All assessments shall be payable semi-annually from and after January 1 of each calendar year. The annual assessment may be changed as hereinafter provided for the next succeeding year and at the end of each year thereafter for each succeeding year.

5. It shall be an absolute affirmative obligation of the association and its Board of Trustees to fix such assessments at an amount sufficient to maintain and operate 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 facilities.

6. In addition to the annual assessments authorized above, the association may levy in any assessment year a special assessment (which must be fixed at a uniform rate for all lots) applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, unexpected repair or replacement of a described capital improvement upon the common areas including the necessary fixtures and personal property relating thereto.

7. The Board of Trustees of the association may increase the annual assessment established above, in addition to the annual assessment of the then current year, on an emergency basis, with the agreement of the 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

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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 hereunder.

8. 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 which shall bind such lot in the hands of the then record owner, said record owner's heirs, executors, devisees, personal representatives, successors and assigns. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum, 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 and a reasonable attorney's fees together with cost of action.

9. 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.

10. Both annual and special 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 hereunder.

SECTION THREE: DEED RESTRICTIONS

1. All lots shall be used for purposes of a detached single family residence only.
2. Garbage and rubbish shall not be dumped nor allowed to remain on any lot.
3. No open "wood burning" fires shall be permitted for any purpose whatsoever on any lot.
4. No privately owned tower for electronic reception or transmission (radios, television or other signal) shall be erected on any lot of a height in excess of 35 feet above existing ground level. No satellite dish antennas or similar devices shall be permitted in excess of 24 inches and in view of the public road.
5. No member of the bovine or swine family may be propagated or harbored on any lot.

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6. There shall not be permitted hunting with dog or gun or bow with the intent to kill any animal or fowl on any of the subdivided lots within the Country Lane Subdivision.

7. No trailer, basement, tent, shack or garage shall at any time be used as a temporary or permanent residence.

8. Trees are not to be removed unless required for building construction in accordance with the Harrison Township tree ordinance.

9. Unless said item is in keeping with established standards adopted by the Association, no building, fence or other structure shall be erected, placed or altered or color changed on any lot until the construction plans and specifications and a plan showing the location of the structure has been approved by the Country Lane Homeowners Association as to the quality of workmanship and materials, harmony of external design with existing structures.

10. There shall be no parking or storage of any "commercial" vehicle in excess of 5000 pounds either on the public right of way or on private property, unless it is parked or stored within the homeowner's garage.

12. There shall be no parking or storage of any boat, trailer, camper, or unregistered vehicle upon the right of way or upon any property unless inside the garage.

13. Each property owner shall be responsible to maintain at his own expense any uniform improvements provided to the homeowner such as mailboxes, trees, fencing, and lighting (not including public lighting referred to in Section Two, paragraph 3 above).

14. Special Deed Restrictions:

(a) In accordance with Resolution of the Harrison Township Planning Board and in accordance with the final subdivision plans of "Country Lane" as prepared by Francis Pandullo, P.E. of FPPE Consulting Engineers, Inc., 2312 New Road, P.O. Box 199, Northfield, New Jersey 08225, there shall be created two detention basins on the property for the purpose of storm drainage. Said detention basins shall be located on lot known and designated as Lot 3 as described in the final subdivision plan. By this deed restriction, that portion of Lot 3 containing the detention basins shall remain the property of Country Lane Homeowners Association, Inc. and shall forever be subject to an easement in favor of all lot owners in Country Lane providing for the use and maintenance of said drainage basins. (see Section Four reserving the right to convey the remaining portion of lot 3). The maintenance of the detention basins for storm water management purposes and the landscaping and general plantings as may be required for aesthetic purposes shall be the responsibility of the Country Lane Homeowners Association and the Township of Harrison shall have no responsibility to maintain the same. The Country Lane Homeowners Association shall maintain the access easement to each detention basin.

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(b) All wetlands which have been delineated upon any lots subject to this Declaration of Covenants and Restrictions shall be retained in their natural state as provided by the Fresh Water Wetlands Protection Act Rules (N.J.A.C. 7:7A) and as said Rules may be amended from time to time.

SECTION FOUR: RESERVATION OF RIGHTS

1. The Grantor reserves the right to convey to any third party a portion of the property heretofore described on page 1 of this Declaration of Covenants and Restrictions, which portion shall be described as all those lands and premises situate on the southerly side of the South Branch of Raccoon Creek. The said conveyance shall be free of any of the covenants and restrictions contained herein and the Country Lane Homeowners Association, Inc. shall join in any such conveyance, without further consideration, with the understanding Grantor shall reserve unto themselves all rights to proceeds derived from said conveyance.

2. The Grantor reserves the right to convey portions of premises known as Block 54, Lot 3 to contiguous property owners owning premises known as Block 54, Lots 3.10, 3.11, 3.28, 3.29, and 3.30. Provision of this Declaration of Covenants and Restrictions shall apply to any parcel conveyed pursuant to the provisions of this paragraph.

SECTION FIVE: BY-LAWS

ARTICLE I

MEETINGS OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of members shall be held within one year from the date of incorporation of the Association. Subsequent annual meetings of members shall be held on the same day of the same month of each year thereafter at the hour of 8 o'clock P.M. If the day for the annual meeting of members is a legal holiday, the meeting will be held at the same hour on the next following day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of members may be called at any time by the president or by the Board of Trustees, or on written request of members who are a majority of the membership.

Section 3. Notice of Meetings. Written notice of each meeting of members shall be given by, or at the discretion of, the secretary or other person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least ten (10) days but not more than thirty (30) days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the association, or supplied by such member to the association for the purpose of receiving notice. Such notice shall specify the day, hour, and place of the meeting, and in the case of a special meeting, the purpose of the meeting.

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Section 4. Quorum. The presence at the meeting, in person or by proxy, of members entitled to cast a majority of the votes of the membership shall provided herein. If a quorum is not present at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present.

Section 5. Proxies. At all meeting of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Proxies shall be revocable, and the proxy of any owner shall automatically terminate on conveyance by him of his lot.

ARTICLE II

BOARD OF TRUSTEES - TERM OF OFFICE: FIRST ELECTION: REMOVAL

Section 1. Number. The affairs of the association shall be managed by a Board of three (3) Trustees, who shall be members of the association.

Section 2. Board of Trustees. The initial Board of Trustees shall consist of three (3) Board members. The Declarant shall, from time to time, appoint, remove and replace the initial Trustees. The Trustees elected by the Owners according to Section 3 shall replace the Trustees appointed by the Declarant.

Section 3. Transition. The transition from Trustees appointed by the Declarant to Trustees elected by the Owners shall occur as follows:

a. A Transitional Meeting shall occur upon the conveyance of seventy-five (75%) percent of the homesites to the Owners. At the Transitional Meeting, the Owners shall elect three (3) Owners to replace the three (3) Trustees appointed by the Declarant pursuant to Section 2 above. These three (3) Trustees shall serve until the Association's next annual meeting following the Transitional Meeting at which the three (3) Trustees were elected pursuant to this paragraph, or until such later time as three (3) permanent Trustees are elected.

At the said Annual Meeting, the members shall elect three (3) Trustees, one (1) Trustee for a term of one (1) year, one (1) Trustee for a term of two (2) years, and one (1) Trustee for a term of three (3) years. At each Annual Meeting thereafter, the members shall elect such Trustees as necessary to fill the vacancies on the Board for a term of three years or to an unexpired term.

b. At the transitional meeting, the Declarant shall have the right to appoint one (1) non-voting member to the Board of Trustees. Said member shall serve until the conveyance to an Owner of the last homesite the Declarant owns or reserves the right to create.

d. At the transitional meeting, the Declarant shall deliver to the Association all property of the Owners in the Association held or controlled by the Declarant.

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c. All elected positions on the Board of Trustees shall be held by the Owners who receive the most votes, provided a quorum of Owners vote either in person or by proxy.

Section 4. Removal. Any Trustee may be removed from the Board, with or without cause, by a majority vote of the members of the association. In the event of death, resignation, or removal of a Trustee, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

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

ARTICLE III

BOARD OF TRUSTEES - NOMINATION AND ELECTION

Section 1. Nomination. Nomination for election to the Board of Trustees shall be by nominating committee. However, nominations may also be made from the floor at any annual meeting of members. The nominating committee shall consist of a chairman who shall be a member of the Board of Trustees, and two (2) or more members of the association. The committee shall be appointed by the Board of Trustees prior to each annual meeting to serve from the close of such meeting until the close of the next annual meeting, and such appointment shall be announced at each annual meeting. The nominating committee shall make as many nominations for election to the Board of Trustees as it shall in its discretion determine, but in no event shall it nominate less than the number of vacancies to be filled.

Section 2. Election. Election to the Board of Trustees shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. Persons receiving the largest number of votes shall be elected.

ARTICLE IV

BOARD OF TRUSTEES - MEETINGS

Section 1. Regular Meetings. Regular meetings of the Board of Trustees shall be held quarterly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. In the event the regular date for a meeting falls on a legal holiday, such meeting shall be held at the same time on the next following day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Trustees shall be held when called by the president of the association, or by any two (2) Trustees, after not less than five (5) days notice to each Trustee.

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Section 3. Quorum. A majority of the Trustees shall constitute a quorum for the transaction of business. Every act performed or decision made by a majority of Trustees present at a duly held meeting in which a quorum is present shall constitute the act or decision of the Board.

ARTICLE V

BOARD OF TRUSTEES - POWER AND DUTIES

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

- (a) Adopt and publish rules and regulations governing the maintenance of the common areas and drainage facilities.
- (b) Exercise on behalf of the association all powers, duties, and authority vested in or delegated to the association and not specifically reserved to the membership by the Declaration, Certificate of Incorporation, or by other provisions of these By-Laws;
- (c) Declare the office of a member of the Board of Trustees to be vacant in the event that such member is absent from two (2) consecutive regular meetings of the Board of Trustees;
- (d) Employ independent contractors and other employees as they may deem necessary, and to prescribe their duties.

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

- (a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at each annual meeting, or at any special meeting at which such a statement is requested in writing by one-half of the members entitled to vote thereat;
- (b) Supervise all officers, agents, and employees of the Association and see to it that their duties are properly performed;
- (c) As more fully provided in the Declaration, to:
 - 1. Fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period; and
 - 2. Send written notice of each assessment to every owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

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3. Foreclose the lien against any property for which assessments are not paid within thirty (30) days after the due date, or to bring an action at law against the owner personally obligated to pay same.

(d) Issue, or cause an appropriate officer to issue, on demand by any person, a certificate setting forth whether or not any assessment has been paid. A statement in a certificate to the effect that an assessment has been paid shall constitute conclusive evidence of such payment. The Board may impose a reasonable charge for the issuance of these certificates:

(e) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and

(f) Enforce the restrictions set forth in section three above.

(g) Review and act upon all construction plans as per section three, paragraph 16 above.

ARTICLE VI

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of the association shall be a president and a vice president, who shall at all times be members of the Board of Trustees, and a secretary, treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Trustees following each annual meeting of members.

Section 3. Term. The officers of the association shall be elected annually by the Board. Each shall hold office for a term of one (1) year unless he shall sooner resign, or shall be removed or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs in the association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

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

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

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

Section 8. Duties. The duties of the officers are as follows:

(a) President. The president shall preside at all meetings of the Board of Trustees; shall see that orders and resolutions of the Board are carried out; shall sign all instruments, and shall co-sign all checks.

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

(c) Secretary. The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the association and affix it to all papers so requiring; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the association together with their addresses; and perform such other duties as may be required by the Board or by law.

(d) Treasurer. The treasurer shall receive and deposit in appropriate bank accounts all funds of the association, and shall disburse such funds as directed by resolution of the Board of Trustees; shall sign all checks and of the Association; shall keep proper books at the completion of each fiscal year; and shall prepare an annual budget and statement of income and expenditures, a copy of which documents shall be delivered to each member, and a report on which shall be given at the regular annual meeting of members.

ARTICLE VII

COMMITTEES

The Board of Trustees shall appoint a nominating committee as provided in Article V of these By-Laws. In addition, the Board of Trustees may appoint such other committees as it may deem appropriate in the performance of its duties.

ARTICLE VIII

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the association annual and special assessments which are secured by a continuing lien on the property against which such assessments are made.

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ARTICLE IX

BOOKS AND RECORDS: INSPECTION

The books, records, and papers of the association shall be subject to inspection of any member during ordinary business hours. The Declaration, Certificate of Incorporation, and By-Laws of the association shall be available for inspection by any member at the principal office of the association, or at the office of the Registered Agent for the association.

ARTICLE X

AMENDMENTS

These By-Laws may be amended, at a regular or special meeting of members, by vote of a majority of a quorum of members present in person or by proxy.

The consent of at least sixty-seven (67%) percent of the Members and the prior written approval of at least fifty-one (51%) percent of the Eligible Mortgagees shall be required to add or amend any material provisions of the By-Laws that establish, provide for, govern or regulate any of the following:

1. Assessments, assessment liens or subordination of these liens;
2. Reserves for maintenance, repair or replacement of the Common Elements and Buildings;
3. Insurance or fidelity bonds;
4. Rights to use the common elements;
5. Responsibility for maintenance and repair of the Common Elements of the Association;
6. Expansion or contraction of the Association or the addition, annexation or withdrawal of property to or from the Association;
7. Convertibility of Units into Common Elements or of Common Elements into Units;
8. Leasing of Units;
9. Imposition of any right of first refusal, or similar restriction, on the right of an Owner to sell, transfer or otherwise convey a Unit; and
10. Any provision that is for the express benefit of Eligible Mortgagees.

Except as otherwise provided in this Declaration, with respect to the rights of the Declarant, the consent of all Members and the prior written approval of two-thirds (2/3) of the Eligible Mortgagees shall be required to add or amend any provision of the Master Deed or the By-Laws that establish, provide for, govern or regulate any of the following:

1. Number of Units;
2. Boundaries of any Unit;

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3. Common Elements Interest or Common Expense Liability;
4. Votes allocated to each Unit; and
5. Use of Units.

An amendment shall not be considered material if it is to correct technical errors.

An Eligible Mortgagee who receives a written request to approve additions or amendments and does not deliver to the requesting party, in writing, a negative response within thirty (30) days shall be deemed to have approved the request.

ARTICLE XI

CONFLICTS

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

SECTION SIX: DURATION AND ENFORCEMENT

1. The aforesaid covenants and restrictions shall be deemed to be covenants running with the land and shall forever bind any purchaser, their heirs, successors, administrators or assigns.
2. Any notice required to be sent to any member or owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the person who appears as a member or owner on the records of the association at the time of such mailing.
3. The association, or any owner of any lot in the subdivision, shall have the right to enforce these covenants and restrictions by any proceeding at law or in equity, against any person or persons violating or attempting to violate any covenants or restrictions, to restrain a violation, to require specific performance and/or to recover damages; and against the land to enforce any lien created by these covenants; and failure by the association or 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. The expense of enforcement by the association shall be chargeable to the owner of the lot upon which the violation of these covenants and restrictions shall constitute a lien on lot, collectable in the same manner as assessments hereunder.
4. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way effect the validity of any other provision which shall remain in full force and effect.

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5. The Township of Harrison, through its Zoning Officer or other delegated agent and the Harrison Township Planning Board may enforce any provision of this Declaration, in default of its enforcement by any lot owner or the Association, however, nothing herein shall obligate the Township or said Planning Board to enforce any provision thereof. Any costs incurred by the Township of Harrison in enforcing any provisions of this Declaration shall be paid, pro rata, by each lot owner within the Country Lane Subdivision. The Township of Harrison shall be permitted to place municipal liens upon said lots in accordance with law upon the failure of any lot owner to pay the said pro rata share of such enforcement.

IN WITNESS WHEREOF the undersigned Grantor has set their hands and seals dated the date and year first above written.

COUNTRY LANE ASSOCIATES, INC.
GRANTOR

By: *Christopher J. Gigliotti*
CHRISTOPHER J. GIGLIOTTI, PRESIDENT

By: *Patricia Collins*
PATRICIA COLLINS, SECRETARY

COMMONWEALTH OF PENNSYLVANIA, COUNTY OF

S.S.:

BE IT REMEMBERED, that on Jan 20, 1998 before me, the subscriber, personally appeared Christopher J. Gigliotti and Patricia Collins who I am satisfied are authorized officers of the corporation named in the within instrument, and that they did acknowledge at that time that they signed, sealed and delivered the within document as the voluntary act and deed of said corporation with intention to be bound pursuant to the terms hereof and pursuant to the terms of authority granted by resolution of the Board of Directors.

Angelo M. DePaola
Notary Public

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NOTARIAL SEAL
ANGELO M. DEPAOLA, Notary Public
Lancaster Area, Berks County, PA
My Commission Expires Dec 12, 2000

*net Village Thermal
One Oxford Valley
Apt. 158
Langhorne, Pa. 19047*

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