

**THIRD AMENDMENT TO DECLARATION OF COVENANTS,  
RESTRICTIONS, EASEMENTS, CHARGES AND LIENS  
HERON POINTE HOMEOWNERS ASSOCIATION**

**THIS THIRD AMENDMENT TO DECLARATION**, is made the 8 day of September, 2019, by HERON POINTE HOMEOWNERS ASSOCIATION, INC. ("Association") with an address at 55 Heron Pointe Court, Marlton, NJ 08053

WITNESSETH

WHEREAS, Heron Pointe, a Craig H. Taylor Community, L.L.C., recorded that certain Declaration of Covenants, Restrictions, Easements, Charges and Liens for Heron Pointe Homeowners Association ("Association") dated December 27, 1999, recorded January 6, in Deed Book 5748, Page 562 ("Declaration") covering "Heron Pointe Subdivision" prepared by Kammerer Schweppenheiser Associates, Inc., dated February 11, 1999, last revised March 19, 1999, filed with the Burlington County Clerk's Office as Map No. 3355761.

WHEREAS, pursuant to Article VIII Section 1, at least three-fourths of the Membership voted on August 18, 2019 to amend the Declaration.

NOW THEREFORE, the Association declares as follows:

Article III, Section 3 Meetings of Members will be revised to eliminate the requirement to mail notices of annual meetings by regular mail, postage prepaid. This is revised to read as follows: The Secretary shall email notices of annual meeting to each member of Association, directed to last known email as shown on the records of Association. If no email address is available, the notice shall be mailed by regular mail, postage paid.

Article V, Section 1 (a) is hereby deleted in its entirety and replaced as follows:

- (a) An initial working capital charge of \$500.00;

Article VI, Section 8, third sentence is revised as follows: After the owners assume control, at the discretion of the Board, the Board shall have an audit prepared by an independent public accountant, a copy of which shall be delivered to each Owners within thirty (30) days of completion, provided that annual audited reports shall be provided on an annual basis."

Article XI Recording of Amendments – the third sentence is eliminated in its entirety and we will no longer be required to have our Bylaws be recorded in the Office of the Burlington County Clerk. Amendments will now become effective when signed by the President of the Association.

The following new Section 13 is inserted in Article V:

Section 13. Super-Priority of Liens for Assessments. A lien recorded pursuant to this Article V shall have a limited priority over prior recorded mortgages and other liens, except for municipal liens or liens for federal taxes, to the extent provided in this subsection. This priority shall be limited as follows:

(a) To a lien which is the result of customary condominium assessments, the amount of which shall not exceed the aggregate customary condominium assessment against the unit owner for the six-month period prior to the recording of the lien.

(b) With respect to a particular mortgage, to a lien recorded prior to: (1) the receipt by the Association of a summons and complaint in an action to foreclose a mortgage on that Unit; or (2) the filing with the proper county recording office of a lis pendens giving notice of an action to foreclose a mortgage on that Unit.

(c) In the case of more than one Association lien being filed, the total amount of the liens granted priority shall not be greater than the assessment for the six-month period specified in paragraph (a) of this subsection. Priority among multiple filings shall be determined by their date of recording with the earlier recorded liens having first use of the priority given herein.

(d) The priority granted to a lien pursuant to this Section shall expire on the first day of the 60th month following the date of recording of the Association's lien.

(e) A lien of the Association shall not be granted priority over a prior recorded mortgage or mortgages under this Section if a prior recorded lien of the association for unpaid assessments has obtained priority over the same recorded mortgage or mortgages as provided in this Section, for a period of 60 months from the date of recording of the lien granted priority.

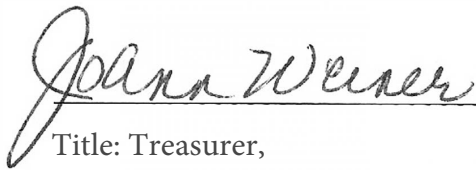
(f) When recording a lien which may be granted priority pursuant to this Article, the Association shall notify, in writing, any holder of a first mortgage lien on the property of the filing of the Association lien. If the Association exercises a good faith effort but is unable to ascertain the identity of a holder of a prior recorded mortgage on the Unit, the Association will be deemed to be in substantial compliance with this subsection (f).

Except as specifically amended herein, Said Declaration, as amended, shall remain in full force and effect in accordance with its original terms.

IN WITNESS WHEREOF, the Association has caused these presents to be signed and dated the day and year first written above.


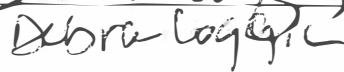
Witness:

HERON POINTE HOMEOWNERS

  
Title: Treasurer,

Heron Pointe Homeowners Association

ASSOCIATION, INC.

By:   
Name: 

Title: President, Heron Pointe  
Homeowners Association