

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

THIS FOURTH AMENDMENT TO DECLARATION, is made the 5 day of April 2022, 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.

NOW THEREFORE, The Association declares as follow:

Article VII, Restrictions on Use of Property, Section J shall be replaced in its entirety with the following:

Except by the Developer or a Lender in possession of such Home following a default in a mortgage, a foreclosure proceeding or any deed or other arrangement in lieu of foreclosure, no Home shall be utilized for transient or hotel purposes, which shall be defined as rental for any period less than one hundred eighty (180) days; provided, however, that any Owner, including Declarant may rent a Home for a period of less than one hundred eighty (180) days to a contract purchaser, but in no event for transient or hotel purposes.

Other than the foregoing obligations, the Owners shall have the right to lease Homes with the following provisions:

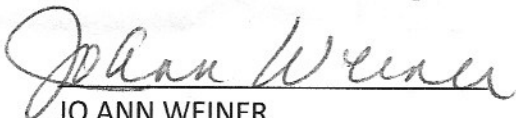
Prior to the commencement of the lease, it is the duty of the Property Owner to provide to the Association:

- Copies of all leases in writing
- Completed Tenant Information Form
- Completed Pet Registration Form
- Said lease is pursuant to a standard lease rider furnished by the Association is made subject to all provisions of the Declaration, the Bylaws of the Association, the Rules and Regulations and other documents referred to herein and therein and, provided further, that any failure of the lessee to fully comply with the terms and conditions of such documents shall constitute a default under the lease.

- No leasing shall, however, relieve an Owner from his obligations hereunder, and such Owner shall remain primarily responsible for compliance with the Declaration, Bylaws and Rules and Regulations. In the event a tenant of a Home fails to comply with the provisions of the Declaration, the Bylaws or Rules and Regulations then, in addition to all other remedies which it may have, the Association shall notify the Owner of such violations and demand that the same be remedied through the Owner's efforts within thirty (30) days after such notice. If such violation is not remedied within the thirty (30) day period, then the Owner shall immediately thereafter, at his own cost and expense, institute and diligently prosecute an eviction action against his tenant on account of such violation. Such action shall not be compromised or settled without the prior written consent of the Association. In the event the Owner fails to fulfill the foregoing obligation, then the Trustees shall have the right, but not the duty, to institute and prosecute such actions as attorney-in-fact for the Owner and at the Owner's sole cost and expense, including all legal fees and costs incurred. Said costs and expenses shall be due and payable upon demand by the Association and shall be deemed to constitute a lien on the particular Home involved, and collection thereof may be enforced by the Trustees in the same manner as the Trustees are entitled to enforce collection of Association Expense Assessments.
- From this date forward, anyone who purchases a property within Heron Pointe will be subject to the regulation that limits the number of rental units in Heron Pointe to 10% at any given time. Current homeowners who wish to rent and by doing so would increase the number of rental units beyond the 10% limit, would be evaluated on a case by case basis and require approval of the Board of Directors.
- From this date forward, anyone who purchases a property within Heron Pointe, must reside in the property for a not less than two (2) years before being eligible to rent the property.

WITNESS:

HERON POINTE HOMEOWNERS ASSOCIATION, INC



JO ANN WEINER

Title: Treasurer

Heron Pointe Homeowners Association



DEBRA A. LOGGIA

Title: President

Heron Pointe Homeowners Association