Publication copy

Plaintiff's Exhibit A - Certificate of Incorporation LCPHA

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This copy is the filed or produced document with these changes only: black boxes cover (1) names, addresses, telephone numbers and e-mail addresses of persons who are not parties, (2) personal identifiers and financial account numbers (R. 1:38-7), (3) telephone and e-mail contact details, and (4) plaintiff's personal financial information, marked "Redacted: plaintiff's personal financial information". Withheld pages, if any, are replaced by a notice page. The complete document is available from the Court.

EXHIBIT A

1987-08-07 Certificate of Incorporation LCPHA

[redacted]

FILED

OCT 15 1987

JANE BURGIO
Secretary of State

CERTIFICATE OF INCORPORATION OF LAKE CENTERTON PARK HOMEOWNERS ASSOCIATION, INC.

This instrument is to certify that we

(1) Stanley Avis, Monroeville, NJ, 08343
(2) Bert B. Bostwick, 225 N. Main Street, Elmer, NJ, 08318
(3) [redacted] Coombs, Route 77, R. D. 2, Elmer, NJ, 08318
(4) Theodore W. Gruber, Jr., 23 N. Main Street, Elmer, NJ, 08318
(5) Donald L. Masten, 254 S. Broadway, Pennsville, NJ, 08070

associate ourselves into a corporation under and by virtue of the provisions of an Act of the Legislature of the State of New Jersey entitled The Corporation and Associations Not for Profit Act (N.J. Stat. Ann., Tit. 15) and the amendments thereof and supplements thereto, for a lawful purpose other than pecuniary profit as hereinafter stated, and to that and we do by this instrument certify that:

FIRST: Name. The name of this Association is Lake Centerton Park Homeowners Association, Inc.

SECOND: Definitions. As used herein the following terms shall have the following meanings:

"Declaration" shall mean The Declaration of Covenants and Restrictions to be recorded in the Office of the County Clerk, Salem County, subjecting the real property described in Exhibit A attached hereto the covenants, conditions, restrictions and other provisions set forth therein.

"Additional Declaration" shall mean any instrument recorded subsequent to the Declaration which has the effect of subjecting any additional real property to the covenants, conditions, restrictions and other provisions of the Declaration.

"Association" shall mean Lake Centerton Park Homeowners Association, its successors and assigns.

"Developer" shall mean Lake Centerton Park, Inc., its successors and assigns to the extent so designated by Lake Centerton Homeowners Association.

"The Properties" shall mean all real property which is initially made subject to the Declaration as well as any additional real property as may from time to time be made subject thereto by the recording of an Additional Declaration.

"General Plan of Development" shall mean the schematic plan encompassing the whole or any part of the community to be erected upon The Properties, which sets forth the general uses of the land, including types of dwellings, general location of dwellings, number of dwelling units, Common Areas, commercial, industrial, recreational and open space areas and any and all other such uses as the Developer in its discretion may from time to time determine.

"Common Area" shall mean all real property owned or

controlled by the Association as designated by it from time to time for the common use and enjoyment of the members.

"Living Unit" shall mean any structure or portion of a structure situated upon The Properties designed and intended for use and occupancy as a residence by a single family or housekeeping unit.

"Lot" shall mean any plot of land shown upon any recorded subdivision map of the whole or any part of The Properties, with the exception of Common Area as heretofore defined, or land otherwise held for the benefit of the residents of The Properties or any Parcel thereof.

"Non-residential Lot" shall mean a Lot designated primarily for non-residential purposes.

"Multi-family structure" shall mean a structure containing two or more living units not designed and intended for separate ownership.

"Owner" shall mean the record owner, whether one or more persons or entities, of any Lot, any Living Unit or any structure designated primarily for non-residential purposes within the Properties, except (1) the Association, (2) any entity holding title for the benefit of residents of The Properties or any Parcel thereof, or (3) the Developer, in respect to properties which are not developed or which are

developed but not certified for occupancy.

"Parcel" shall mean any land within The Properties which is subject to the same Supplementary Declaration.

"Supplementary Declaration" shall mean any additional declaration of covenants, conditions and restrictions which may be recorded for a Parcel.

"Book of Regulations" shall mean the document containing regulations adopted by the Directors of the Association, or a duly authorized committee thereof, as the same may be from time to time amended, for the regulation of The Properties, this Association and such other matters as are required by the Declaration, this Certificate and/or By-Laws of the Association or deemed desirable by the Board of Directors.

THIRD: Purposes: The purpose of this Association is to act as a community association to promote the health, safety and welfare of Owners, residents and others within The Properties, which are primarily in and around the area of Union Lake, Cumberland and Salem Counties, New Jersey. In furtherance thereof, and not by way of limitation, the Association may:

(a) Own, acquire, lease, rent, sell, dedicate or otherwise transfer property, subject to the provisions of this

Certificate and the Declaration, and build, improve, operate and maintain parks, recreation areas, playgrounds, swimming pools, golf courses and other Common Areas, streets, footways, buildings, structures and personal property incident thereto;

(b) Supplement municipal services, such as garbage and trash collection and police, fire or other security protection, if desired or required;

(c) Regulate the external design, appearance, location and maintenance of the land in and improvements on The Properties;

(d) Establish, levy and collect such assessments as may be imposed by the Association or others upon The Properties or any part thereof, and certify as to the status of assessments levied or anticipated with respect to any property within The Properties;

(e) Enforce any and all covenants, restrictions and agreements applicable to The Properties;

(f) Pay taxes, if any, on properties owned by the Association;

(g) Insofar as permitted by law, do any other thing that, in the opinion of the Board of Directors, will promote the common

benefit and enjoyment of the Owners, residents and others within The Properties.

FOURTH: Membership. The Association shall have three classes of membership.

Class A. Class A Members shall be the Owners of unimproved Lots designated for residential purposes or the Owners of Living Units thereon when improved.

Class B. Class B Members shall be the Owners of Non-residential Lots.

Class D. The Class D Member shall be the Developer, until January 1, 2003, or any earlier time at which the Developer voluntarily withdraws from membership by written notice to the Association. Where any provision of this Certificate or the Declaration requires the affirmative vote or written consent of the Class D member, such requirement shall be deemed deleted upon the termination or withdrawal of the Class D member.

FIFTH: Voting Rights. Class A members shall have one vote for each Lot owned.

Class B Members shall have one vote for each Non-residential Lot owned.

The Class D Member shall have ten (10) votes.

SIXTH: Board of Directors. The Board of Directors shall consist of five (5) persons, who need not be members of the Association, but at least one of whom shall be a resident of New Jersey. Class A and B members, voting as a class, shall be entitled to elect two Directors at such election, commencing with the first election following the conveyance by the Developer of the first Lot in The Properties subject to the Declaration. The remaining directors shall be elected by the Class D member. If there is no Class D Member, all directors will be elected by the Class A and B members, voting as a class, no matter how many votes such members are entitled to cast. Directors shall be elected for a term of one year and until their successors are elected and qualified.

The initial Directors of the Association shall be:

(1) Stanley Avis, Monroeville, NJ, 08343

(2) Bert B. Bostwick, 225 N. Main Street, Elmer, NJ, 08318

(3) [redacted] Coombs, Route 77, R. D. 2, Elmer, NJ, 08318

(4) Theodore W. Gruber, Jr., 23 N. Main Street, Elmer, NJ, 08318

(5) Donald L. Masten, 254 S. Broadway, Pennsville, NJ, 08070

SEVENTH: Dissolution of Association and Disposition of Common Areas. The Association may not dissolve or sell, transfer or

otherwise dispose of any of its property which is designated as Common Area or the General Plan of Development except to an organization conceived and established to own and maintain such Common Area, without first offering to dedicate such property to the municipality in which it is located, or to any other appropriate government agency which may be suggested by the Planning Board of such municipality.

Dissolution, dedication or other transfer of Common Area shall be permitted only with the approval of the Board of Directors and (i) the affirmative vote of two-thirds of the outstanding votes of Class A and B members, voting as a class, and the affirmative vote of a majority of the votes of the Class D member, at a meeting of members called upon due notice of the purpose of such meeting or (ii) the written consent of Class A and B members representing two-thirds of the votes thereof, as a class, and the written consent of the Class D member at that time.

EIGHTH: Duration. The existence of this Association shall be perpetual.

NINTH: Registered Office. The address of the initial registered office of the Association shall be 23 North Main Street, Elmer, New Jersey.

TENTH: Registered Agent. The name and address of the registered agent of the Association is Theodore W. Gruber, Jr., 23 North

Main Street, Elmer, New Jersey.

ELEVENTH: Amendment. This Certificate of Incorporation may be amended only with the approval of the Board of Directors and (i) the affirmative vote of two-thirds of the outstanding votes of Class A and B members, voting as a class, and the affirmative vote of a majority of the votes of the Class D member, at a meeting of the members called upon due notice of the purpose of such meeting or (ii) the written consent of Class A and B members representing two-thirds of the votes thereof, as a class, and the written consent of the Class D member at that time.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 7th day of August, 1987.

Stanley Avis

Bert B. Bostwick

[redacted] Coombs

Theodore W. Gruber, Jr.

Donald L. Masten

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CERTIFIC[illegible] OF INCORPORATION

OF

LAKE CENTERTON PARK HOMEOWNERS ASSOCIATION, INC.

August 7, 1987

Prepared By:

MASTEN AND RAY
254 South Broadway
Pennsville, NJ 08070