

BY-LAWS OF

WALDEN WOODS @ WHITESVILLE HOMEOWNERS ASSOCIATION, INC.

These By-Laws adopted unanimously this 18th day of November, 1998 by the Walden Woods @ Whitesville Homeowners Association, Inc., a non-profit corporation with its principal office located initially in the Borough of Tinton Falls in the County of Monmouth and State of New Jersey.

WHEREAS, a Declaration of Covenants and Restrictions (hereinafter "Declaration") is about to be filed for The Properties described therein; and

WHEREAS, the Corporation shall be responsible for the enforcement of the aforesaid Declaration, these By-Laws and such other rules and regulations as may be promulgated by the Board from time to time.

ARTICLE I

GENERAL PROVISIONS

SECTION 1

OCCUPANCY OF LOT

Occupancy or ownership of any lot by any person or persons shall be deemed to mean said person has consented to and agrees to be bound by these By-Laws and the Declaration, and such other rules and regulations as may be promulgated by the Board from time to time.

SECTION 2

DEFINITIONS

The following words when used in these By-Laws shall have meaning as follows:

- a) "Board" shall mean and refer to the Board of Directors of the Corporation.
- b) "Common Properties" shall mean and refer to those areas of land devoted to the common use and enjoyment of the Owners, and designated as "Conservation Easement, "Conservation and Drainage Easement", "Open Area" or detention basin(s) on any filed subdivision map of The Properties, together with any and all facilities thereon.

- c) "Corporation" shall mean and refer to Walden Wood @ Whitesville Homeowners Association, Inc., a non-profit corporation.
- d) "Declaration" shall mean and refer to the Walden Wood @ Whitesville Declaration of Covenants and Restrictions of and any amendments or Supplementary Declarations thereto as may be added.
- e) "Developer" shall mean and refer to MENK Corporation, a Corporation of the State of New Jersey, its successors or assigns.
- f) "Lot" shall mean and refer to any plot of land shown on any filed subdivision map of The Properties with the exception of Common Properties as herein defined.
- g) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, (excepting the Developer) of the fee simple title to any Lot, but notwithstanding any applicable theory of mortgage or liens, shall not refer to a mortgage or lien holder of a Lot.
- h) "The Properties" shall mean and refer to all the lands as described in Article II of the Declaration.

ARTICLE II

CORPORATION MEMBERS, VOTING RIGHTS AND MEETINGS

SECTION 1

MEMBERS

- a) Every person or persons who is/are an Owner of a Lot, which is subject by the Declaration to assessment by the Corporation, shall be a Member of the Corporation provided, however, that any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a Member. Such Owner or Owners, covenant and agree by virtue of the acceptance of a deed, to automatically become a Member in said Corporation. A Member is equivalent to a shareholder.
- b) The Developer shall be a Member of said Corporation and will hold such interests as provided for in Section 3 hereafter.

SECTION 2

OWNER'S INTEREST

Each and every Owner's interest in the Corporation, shall be conveyed automatically, by the delivery of a deed to any party or parties. The conveyance of such deed, shall automatically pass the title of the Owner's share in the Corporation to the purchaser.

SECTION 3

VOTING BY CORPORATION MEMBERS

- a) Prior to conveyance of any lot, the Developer shall hold all interests and be entitled to one vote for each Lot within The Properties. At the time of closing of each Lot, the Developer shall then turn over its interest in the Corporation to that purchaser or purchasers with respect to that Lot. After closing of title, the Owner shall have the right to vote one share of stock. If more than one person owns a lot, all persons shall appoint one of them to cast a single vote. This appointment shall occur at closing of title if requested by the Developer. Developer shall have the right at all times, to vote the total amount or shares which he holds.
- b) Votes must be cast in person by the Member, except for the Developer who will cast all its votes by its duly authorized representative or representatives.
- c) The presence of Members who own in excess of fifty (50%) percent of all the outstanding shares shall constitute a quorum at any meeting. If a quorum is not forthcoming, another meeting may be called, and at this meeting the quorum required shall be one-half (1/2) of the quorum necessary at the preceding meeting.
- d) Except as otherwise provided herein, a majority vote shall be determinative of the subject matter of the vote, provided that the quorum requirements of Section 3(c) are met.

ARTICLE III
BOARD OF DIRECTORS

SECTION 1

REGULATION OF THE BOARD

As provided in the Certificate of Incorporation of the Corporation, the duties, selection of, and term of the Board shall be regulated by these By-Laws and Declaration.

SECTION 2

ELECTING THE BOARD OF DIRECTORS

- a) The three Directors named in the original Certificate of Incorporation shall serve for the terms indicated in said Certificate, unless replaced by the Developer or until replacement through election by Lot Owners. Subsequent to the filing of the Certificate of Incorporation, the Developer may appoint any additional Directors required by these By-Laws. Vacancies in the original Board shall be filled for the unexpired term by the Developer.
- b) The Developer may at its sole discretion relinquish control of the Board of the Corporation prior to the time as specified. Developer control of the Board shall be relinquished to Owners, and Owners shall elect all Members of the Board, 30 days after the closing of title on the last Lot in The Properties.
- c) Each member of the Corporation shall cast one (1) vote for each Director to be elected or re-elected, at the election called for the purpose of electing a Lot Owner to the Board. If more than one person owns a Lot, all persons shall appoint one of them to cast a single vote. These appointments shall occur at closing of title if requested by the Developer. The candidates receiving the greatest number of votes shall be elected.

SECTION 3

REMOVAL OF DIRECTOR

A Director may be removed with cause by the vote of the majority of the entire membership of the Board of Directors. When a member of the Board of Directors who is a Lot Owner and who has been elected by Lot Owners other than the Developer is

removed or resigns, that vacancy shall be filled by election of a Lot Owner other than the Developer.

SECTION 4

DIRECTOR MEETINGS

Written notice of the meetings shall be delivered to each Director personally at least five (5) days before the meeting, at the last known address of such Director as appears on the books and records of the Corporation. The presence of more than 50% of the total number of Directors (excluding any vacancies) shall be considered a quorum. Waiver of notice may be given by any Directors, in writing. Presence at the Meeting shall be considered waiver of formal notice.

ARTICLE IV

SECTION 1

AFFAIRS OF THE HOMEOWNERS CORPORATION

The powers of the Board of Directors shall include but not be limited to the duty to own and maintain the open space provided in the Development (the "Common Property") pursuant to the Declaration of Restrictive and Protective Covenants for the Development (the "Declaration"); and in furtherance thereof:

- a) To make and collect assessments from the members of the Association to defray costs, expenses and losses;
- b) To use the proceeds of assessments in the exercise of its powers and duties;
- c) To own and maintain the Common Properties in the Development;
- d) To purchase any necessary insurance;
- e) To make and amend reasonable rules and regulations respecting the Development;
- f) To hire employees, a management company and/or subcontractors to perform services required for the proper operation of the Association;
- g) To enforce the provisions of the Declaration, By-Laws, and the Certificate of Incorporation of the Association; and
- h) To exercise all of the powers granted to a nonprofit corporation under N.J.S.A. 15A:3-1 without limitation.

ARTICLE IV

OFFICERS

SECTION 1

OFFICERS OF THE CORPORATION

- a) The Officers of the Corporation shall be a President, Vice President, Secretary and Treasurer. The President shall be a member of the Board and the remaining Officers may be members of the Board.
- b) The Officers shall be elected annually by the Board by a majority vote.
- c) The President shall preside at all Member and Board Meetings. He shall have all the powers and duties vested in him by the Certificate of Incorporation, the By-Laws and the Declaration.
- d) The Vice President in the absence of the President shall have all the powers and duties of the President and shall further have such duties and responsibilities as may be assigned to him by the President or the Board.
- e) The Secretary shall attend all meetings of the Corporation and Board and shall record all votes and take minutes of the proceedings, and shall draft resolutions and include all proceedings in a minute book, and shall perform all other duties incident to the Office of Secretary.
- f) The Treasurer shall receive and deposit in appropriate bank accounts all moneys of the Corporation and shall disburse such funds as directed by the Board, provided, however, that disbursements made in the ordinary course of business shall not need resolutions. The Treasurer shall keep books of account and cause an annual review of the Corporation's books to be made by an independent accountant. The Treasurer shall prepare a balance sheet, income statement and budget for each year.

ARTICLE VI

**DECLARATION OF COVENANTS AND RESTRICTIONS OF
WALDEN WOOD @ WHITESVILLE HOMEOWNERS ASSOCIATION, INC.**

The Declaration together with any amendment or Supplementary Declaration shall be deemed incorporated herein by reference. In the event of any conflict, the Declaration together with any amendment or Supplementary Declaration shall be deemed to be controlling.

ARTICLE VII

VALIDITY

In the event it is determined by a Court of Law that a specific provision or provisions of the By-Laws, or any part thereof is unconstitutional, unenforceable, or in any way unlawful, said provision or provisions shall be severable from the remaining portion of these By-Laws. The intent being that the remaining By-Laws shall remain in full force and effect and that any judicial decree, shall only affect the provision that it dealt with.

ARTICLE VIII

AMENDMENTS

These By-Laws may be amended only by a fifty-one (51%) vote of the total Board and fifty-one (51%) of the Owners entitled to vote. No amendments may be made hereto which would be inconsistent with any other provisions of the Declaration, together with any amendment or Supplementary Declaration.

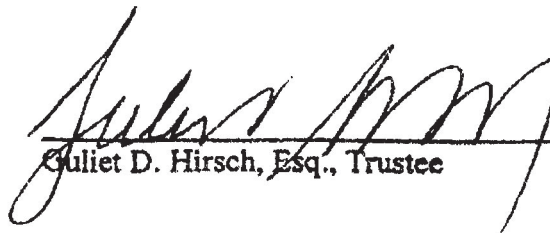
Notwithstanding the preceding paragraph, prior to closing of title on the last lot in the properties, the Developer retains the right to amend these By-Laws and no amendments may be adopted by Owners.

Walden Wood @ Whitesville Homeowners Association, Inc.

ATTEST:



Violet Gillies



Juliet D. Hirsch, Esq., Trustee

OCT 29 1997

DECLARATION OF COVENANTS AND RESTRICTIONS
OF
WALDEN WOODS @ WHITESVILLE

(10) m 023
29-rhs Chicaso

THIS DECLARATION made this 28th day of August, 1997 by MENK Corporation, a corporation of the State of New Jersey, having its principal office at 4000 Route 66, Tinton Falls, County of Monmouth and State of New Jersey, hereinafter, and within the text of this instrument, referred to as the "DEVELOPER".

WHEREAS, the DEVELOPER is the owner of certain lands and premises situated, lying and being in the Township of Dover, in the County of Ocean and State of New Jersey, more particularly described in Article II of the within Declaration, who desires to create a single-family home community consistent with the appropriate ordinances of the Township of Dover, a municipal corporation of the State of New Jersey, which shall provide for open spaces, dwelling units and other facilities for the benefit of said community; and

WHEREAS, it is the intention of the DEVELOPER to create a plan and scheme to meet the needs of residents; and

WHEREAS, the DEVELOPER desires to provide for and assure the preservation of the values in said community and for the maintenance of said open spaces, and other common facilities; and to that end desires to subject the real property described in Article II, together with any property subsequently added, to the covenants and restrictions hereinafter set forth, each of which is and are for the benefit of said properties the DEVELOPER, and the grantees of the DEVELOPER, their heirs and assigns; and

WHEREAS, the DEVELOPER has deemed it desirable for the preservation of the values of the lands and the improvements to be constructed in said community to create a nonprofit corporation to maintain and administer the COMMON PROPERTIES and facilities in the community, and enforce the covenants and restrictions and collect all assessments and disburse the same in connection with its By-Laws; and

WHEREAS, the DEVELOPER has caused to be incorporated under the laws of the State of New Jersey a nonprofit corporation known as Walden Wood @ Whitesville Homeowners Association, Inc. to fulfill the purposes set forth herein.

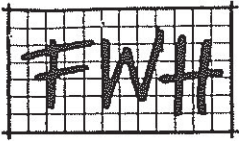
NOW, THEREFORE, the DEVELOPER, under and by virtue of this instrument, subjects the real property hereinafter described in Article II, together with such additional property as may be added, to the covenants and restrictions hereinafter set forth.

REC SEP/16/1997 01:01PM 063515 M DEAN HAINES OCEAN COUNTY CLERK 32.00

*DECLARATION IS BEING RE-RECORDED TO INCLUDE THE PROPERTY DESCRIPTION.

JB 5504-0720

REC SEP/30/1997 01:23PM 067268 M DEAN HAINES OCEAN COUNTY CLERK 39.00



FLANNERY, WEBB & LANSEN, P.A.

CIVIL ENGINEERS • LAND SURVEYORS • SITE PLANNERS
LANDSCAPE ARCHITECTS • ENVIRONMENTAL CONSULTANTS

1240.002
September 25, 1997

DESCRIPTION OF NEW LOT 1.01, NEW BLOCK 61 DOVER TOWNSHIP, OCEAN COUNTY, NEW JERSEY

The following is a description of a property situated in Dover Township, Ocean County, N.J.

Being known and designated as Lots 777 thru 889 inclusive in Block 61, Lots 2 thru 153 inclusive, in Block 62, Lots 154 thru 193 inclusive, 256 thru 280 inclusive and 283 thru 292 inclusive in Block 63, Lots 293 thru 324 inclusive and 387 thru 415 inclusive in Block 64, Lots 416 thru 439 inclusive 502 thru 523 inclusive in Block 65, Lots 524 thru 540 inclusive and 603 thru 617 inclusive in Block 66, Lots 618 thru 629 inclusive and 680 thru 689 inclusive in Block 67, Lots 690 thru 695 inclusive and 720 thru 723 inclusive in Block 68, Lots 724 thru 728 inclusive in Block 69, Lots 48 thru 109, inclusive in Block 70, Lots 194 thru 255 inclusive in Block 71, Lots 325 thru 386 inclusive in Block 72, Lots 440, thru 501 inclusive in Block 73, Lots 541 thru 602 inclusive in Block 74, Lots 630 thru 679 inclusive in Block 75, Lots 696 thru 719 inclusive in Block 76, Lots 1 thru 32 inclusive and 112 thru 143 inclusive in Block 77, Lots 144 thru 175 inclusive, and 242 thru 273 inclusive and in Block 78, Lots 274 thru 333 inclusive in Block 79, Lots 335 thru 368 inclusive in Block 80, Lots 369 thru 377 inclusive in Block 81, Lots 33 thru 65 inclusive, 79 thru 111 inclusive in Block 82, Lots 1, 176 thru 207 inclusive and 217 thru 241 inclusive in Block 83, Lots 216, 377 thru 456 inclusive, 729 thru 776 inclusive in Block 84. Also known and designated as New Lot 1 in New Block 61 as shown on a plan entitled "Lot Consolidation Plan/Minor Subdivision Plan Blocks 61, 63 thru 83 and Part of Block 62 and 84" prepared by Flannery, Webb & Hansen, P.A. and being more particularly described as follows:

Beginning at a pin/cap found in the easterly line of widened Whitesville Road said point being the southwesterly corner of Lot 1.02, Block 135.38 and from said beginning point running:

1. S. 83° 43' 50" E., 1,334.98' to a point; thence
2. S. 89° 00' 45" E., 994.84' to a granite monument found; thence
3. S. 16° 57' 20" W., 1,947.05' to a stone found; thence
4. S. 03° 41' 34" E., 760.00' to a monument found; thence
5. S. 86° 18' 26" W., 100.00' to a point; thence
6. N. 03° 41' 34" W., 21.86' to a point; thence
7. S. 64° 04' 41" W., 329.83' to a point in aforementioned easterly line of widened Whitesville Road; thence
8. Along same, N. 25° 55' 19' W., 2,649.64' to a point; thence

FLANNERY, WEBB & HANSEN, P.A.

9. Along same, N. 25° 16' 27" W., 250.04' to a point; thence
10. Along same, N. 25° 37' 02" W., 80.29' to a point; thence
11. N. 64° 22' 58" E., 92.00' to a point; thence
12. N. 25° 37' 02" W., 34.81' to a point; thence
13. N. 06° 16' 10" E., 20.00' to a point; thence
14. N. 83° 43' 50" W., 114.90' to a point in aforementioned easterly line of Whitesville Road; thence
15. Along same, N. 25 °37' 02" W., 141.33' to the Point and Place of Beginning.

Excepting the following parcel: Block 63, Lots 281 and 282.

Contains 78.6112 Ac.

Doc: 09240DES.002

085508-0808

ARTICLE I

DEFINITIONS

SECTION 1

The following words when used in this DECLARATION shall have meaning as follows:

- a) "DEVELOPER" shall mean and refer to MENK Corporation, a Corporation of the State of New Jersey, its successors or assigns.
- b) "CORPORATION" shall mean and refer to Walden Wood @ Whitesville Homeowners Association, Inc. a nonprofit corporation.
- c) "THE PROPERTIES" shall mean and refer to all the lands, as described in Article II hereof, and any additions thereto, which are subject to this DECLARATION.
- d) "COMMON PROPERTIES" shall mean and refer to those areas of land devoted to the common use and enjoyment of the OWNERS, and designated as a "Conservation Easement", "Conservation and Drainage Easement", "Open Area" or detention basin(s) on any filed subdivision map of THE PROPERTIES, together with any and all facilities thereon.
- e) "LOT" shall mean and refer to any plot of land shown on any filed subdivision map of THE PROPERTIES and all dwellings and improvements thereon. COMMON PROPERTIES as herein defined are specifically excluded from the definition of "LOT".
- f) "OWNER" shall mean and refer to the record owner, whether one or more persons or entities, (excepting the DEVELOPER) of the fee simple title to any LOT, but notwithstanding any applicable theory of mortgage or liens, shall not refer to a mortgage or lien holder.
- g) "BOARD" shall mean and refer to the Board of Directors of the CORPORATION.

ARTICLE II

APPLICABILITY

SECTION 1 --Applicability

The property which is and shall be transferred, sold and conveyed and occupied subject to this Declaration, is located in the Township of Dover, County of Ocean, State of New Jersey and is more particularly described as follows:

All that certain lot, tract or parcel of land situate, lying and being in the Township of Dover, County of Ocean, State of New Jersey and more particularly bounded and described on attached Schedule A.

The acceptance of a deed or occupancy of any LOT or LIVING UNIT within THE PROPERTIES, shall be conclusively deemed to mean that the occupant approves, adopts and ratifies the Declaration of Covenants and Restrictions together with all amendments thereto, the By-Laws of the CORPORATION together with such rules and regulations as may be promulgated by the BOARD and the occupancy of such LOT or LIVING UNIT, will comply therewith. Such approval, or ratification of the Declaration of the Covenants and Restrictions, shall further be deemed to mean that said Covenants and Restrictions shall run with the land.

The Covenants and Restrictions of this DECLARATION shall run in perpetuity.

ARTICLE III

SECTION 1 – Creation of the Lien and Personal Obligation of Corporate Assessments

The OWNERS of all LOTS in THE PROPERTIES together with any additions thereto, hereby covenant and agree to pay to the CORPORATION in accordance with these DECLARATIONS OF COVENANTS AND RESTRICTIONS an annual Corporation assessment in an amount to be fixed by the BOARD, payable on a date or dates as determined by the BOARD. The annual Corporation assessment together with interest thereon and costs of collection thereof, as may be assessed shall be a lien on the LOT against which each Corporation assessment is made. Each such Corporation assessment together with interest thereon and costs of collection, shall be a personal obligation of the OWNER at the time such Corporation assessments become due and payable.

SECTION 2 – Change in Annual Corporation Assessment Rate

In the event it is determined by the BOARD that the existing Corporation assessment rate does not meet the costs, said BOARD shall set a new rate. Written notice of the new rate shall be given to all OWNERS.

SECTION 3 – Effect of Nonpayment of Corporation Assessment

In the event one or more of the payments of the annual Corporation assessments are not paid within thirty days of the due date, then the Corporation assessment shall become delinquent and shall together with such interest thereon as may be determined by the BOARD, and costs of collection thereon, be a continuing lien upon the LOT and shall

be binding upon the LOT and shall be a personal obligation of the OWNER, his successors, heirs, or assigns. The CORPORATION may file and record a lien in the amount of any delinquency and/or may bring an action at law against the OWNER personally, for his failure to pay, or to foreclose against the LOT in the sole discretion of the BOARD.

Any party who acquires the title of any LOT, shall be liable for any and all Corporation assessments which were outstanding at the time of the passing of title, and by virtue of the acceptance of the aforesaid title recognizes and accepts such Corporation assessments as a lien against the title of the LOT. Enforcement of the aforesaid lien shall be as provided herein.

SECTION 4 – Subordination to the Lien of First Mortgages

The lien of the assessment provided herein, shall be subordinate to the lien of any first mortgage placed upon the LOT prior to the recording of the assessment lien.

SECTION 5 – Exempt Property

The following property subject to this Declaration shall be exempt from the Corporation assessments and liens created herein.

- a) All properties to the extent of any easements or other interest therein dedicated and accepted by any public authority or devoted to public use.
- b) All COMMON PROPERTIES.
- c) All properties owned by the DEVELOPER.
- d) All easements, rights of way, licenses or any other rights reserved by the DEVELOPER given to any other entity for use of utilities, services, or drainage.

ARTICLE IV

TITLE TO AND PRESERVATION OF COMMON PROPERTIES AND FACILITIES

~~The DEVELOPER reserves the right to convey the COMMON PROPERTIES to the CORPORATION, at any time after the formation of said CORPORATION. Notwithstanding any provision contained herein to the contrary, the DEVELOPER covenants and agrees that prior to the conveyance of the last LOT within THE PROPERTIES and any additions thereto, that the DEVELOPER will have conveyed all of the COMMON PROPERTIES and facilities to the CORPORATION. It is further~~

provided, that said CORPORATION shall have no discretion with regard to the acceptance or the rejection of any of the COMMON PROPERTIES to be conveyed herein for any reason, and shall be obligated to maintain all Common Properties for the benefit of all Owners.

All "Conservation Easements" and "Conservation and Drainage Easements" shown on the filed subdivision Plat shall be preserved in their natural state. No disturbance or construction of any kind within these areas is permitted unless prior written approval is obtained from the New Jersey Department of Environmental Protection.

ARTICLE V

DOVER TOWNSHIP EASEMENT IN COMMON PROPERTIES: HOLD HARMLESS

The COMMON PROPERTIES shall be subject to a valid easement which is hereby granted to the Township of Dover, its successors and assigns, but not to the public in general to enter for the purpose of maintaining the health, benefit and welfare of the citizens of the Township of Dover. However, this should not be construed to create any obligation on the part of the Township of Dover.

The Developer, until such time as the Developer relinquishes control of the Board of the Corporation, the Corporation and Board shall indemnify, save and hold harmless the Township of Dover and its agents, servants and employees from and on account of any and all suits, claims, actions or judgments for any injury or damage sustained or alleged to have been sustained by any party or parties by reason of the development, construction and use of the properties, common properties and/or any lot located at or upon "Walden Wood @ Whitesville" Homeowners Association, Inc., or by or on account of any act or omission of or by the Developer, Corporation, Board or any of their contractors, subcontractors, agents, servants and employees, and in the event that any such action shall be brought against the Township of Dover, the said Developer (provided it has not relinquished control of the Board of the Corporation), Corporation and Board shall immediately take charge of and defend same at his, its or their own cost and expense. The Township of Dover may, if it so desires, defend such action and charge all costs and expenses of same to the said Developer, (provided it has not relinquished control of the Board of the Corporation), Corporation and Board, who shall be responsible for reimbursement to the Township of Dover any and all costs and expenses associated with the defense of such action.

ARTICLE VI

AMENDMENTS

SECTION 1

These Covenants and Restrictions may be amended only by a fifty-one (51%) percent vote of the total BOARD and 51% of the vote of the OWNERS and the approval of the Developer to the extent there are any unsold Lots. The DEVELOPER shall have the right to cast its votes for any and all unsold lots until such time that the DEVELOPER's control of the BOARD terminates pursuant to the provisions of the By-Laws of the Corporation.

SECTION 2

These Covenants and Restrictions shall not be altered, amended, voided, or released, in whole or in part without the written consent of the Township of Dover, by resolution duly adopted at a regular meeting. Notice shall be given to all OWNERS of lots as to the proposed alteration, amendment or release.

SECTION 3

Amendments required by laws, regulations or other requirements of governmental agencies shall not require the assent of Owners.

ARTICLE VII

VALIDITY

If any article, section, subsection or paragraph of the DECLARATION OF COVENANTS AND RESTRICTIONS OF WALDEN WOOD @ WHITESVILLE HOMEOWNER'S ASSOCIATION, INC., or any portion or portions thereof is declared to be unconstitutional, unenforceable, invalid, inoperative or in any way unlawful, in whole or in part, by a court of competent jurisdiction, such article, section, subsection, paragraph, or any portion or portions thereof shall, to the extent that it is not unconstitutional, unenforceable, invalid, inoperative or unlawful, remain in full force and effect and no such determination shall be deemed to invalidate the remaining articles, sections, subsections, paragraphs or any portion or portions of the foregoing DECLARATION OF COVENANTS AND RESTRICTIONS OF WALDEN WOOD @ WHITESVILLE HOMEOWNER'S ASSOCIATION, INC.

The intent being that the remaining covenants and restrictions shall remain in full force and effect and that any judicial decree shall only affect that covenant that it dealt with.

ARTICLE VIII

ENFORCEMENT

Enforcement of these Covenants and Restrictions shall be if necessary, by a proceeding at law or equity against any person or persons by a suit for enforcement of said Covenants and Restrictions or damages for the violation of said Covenants and Restrictions. It is further provided that the enforcement of these Covenants and Restrictions may be by the Township of Dover, any LOT OWNER, the DEVELOPER or the CORPORATION through its BOARD.

ARTICLE IX

ASSIGNMENT BY DEVELOPER

DEVELOPER, and/or its successors or assigns, shall have the right to assign all of its duties, responsibilities and rights hereunder, either in part or in whole, to any third party in its sole discretion, and any and all such assignees shall comply with any and all terms and conditions set forth in all articles, sections, subsections, paragraphs, or any portion or portions of this DECLARATION OF COVENANTS AND RESTRICTIONS OF WALDEN WOOD @ WHITESVILLE.

ATTEST:


Assistant Secretary

MENK Corporation

By: 
Vram Yegparian, President

STATE OF NEW JERSEY)

) ss.:

COUNTY OF MONMOUTH)

BE IT REMEMBERED, that on this 28th day of August, 1997, before me, the subscriber, an Attorney-at-Law of New Jersey, personally appeared Vram Yegparian, the President of MENK Corporation, who, I am satisfied, is the person who signed the within instrument; and I having first made known to him the contents thereof, he thereupon acknowledged that he signed, sealed with the corporate seal and delivered

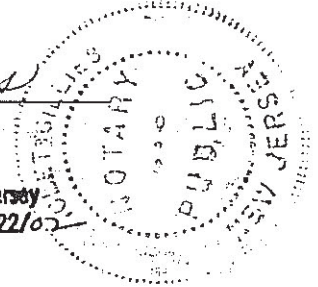
the said instrument as such officer aforesaid; that the within instrument is the voluntary act and deed of said corporation, made by virtue of authority from its Board of Directors.

Sworn to and subscribed before me,
at Tinton Falls, New Jersey, the date
aforesaid.

Violet Gillies

Violet Gillies

VIOLET GILLIES
A Notary Public of New Jersey
My Commission Expires 1/22/02



PREPARED BY:

Juliet M

JULIET D. HIRSCH, ESQ.

1900\DECLAR.02

RJR



CHICAGO TITLE INSURANCE COMPANY
P.O. Box 5070
Toms River, NJ 08754

TJB

of the Association.

Section 2. No less than the entire Lot may be leased, nor shall any Lot or dwelling thereon be subdivided into multiple dwelling units for any purpose. Any Lot that was subdivided prior to adopting this article shall not be required to modify the Lot in order to bring it into compliance. However, under no circumstances shall more than two households reside on any Lot.

Section 3. Any violation of Article X shall be considered to cause irreparable and imminent harm to the entire Association. Enforcement of Article X, if necessary, shall be by a proceeding at law or equity in any Court or administrative tribunal having jurisdiction against any person(s) violating or attempting to violation this article or any covenant contained therein; either to restrain or enjoin such violation or threatened violation, or to recover damage. In the event that the Association is successful in any enforcement action, the Association shall be entitled to all its attorney's fees and costs resulting from the enforcement action. Said fees and costs shall be deemed to constitute a lien on the particular Lot involved, and collection thereof may be enforced in the same manner as collection of Common Expenses. Failure of the Association to enforce this article for any period of time shall in no event be deemed a waiver or estoppel of the right to thereafter enforce the same.

- II. This Amendment shall be retroactive. Any violation hereof that already exists shall not be protected from enforcement by virtue of its existence at the time this Amendment was adopted.
- III. Any terms of the Declaration or Bylaws that may be in conflict with Declaration, Article X above are hereby deemed null and void.
- IV. All other terms of the Declaration and Bylaws, which do not conflict with Declaration, Article X shall remain in full force and effect.
- V. Should any provision or clause hereof be determined to be invalid, the remaining provisions or clauses hereof shall remain in full force and effect.
- ~~VI. This Amendment shall supersede any provisions in the Declaration, the Bylaws, or Rules and Regulations that may conflict with the foregoing language.~~
- VII. Notwithstanding the full execution of this Amendment, this Amendment shall not take effect until recorded in the Ocean County Clerk's Office.

IN WITNESS WHEREOF, the undersigned have executed this Amendment to the Bylaws of Walden Woods at Whitesville Homeowners Association, Inc. the day and year listed above.

WITNESS:

Walden Woods at Whitesville Homeowners Association, Inc.

N. Shuidan

Nicholas Sherridan,

Vice president

By:

William Calby

William Calby, President



OCEAN COUNTY CLERK'S OFFICE
RECORDING DOCUMENT
COVER SHEET

SCOTT M. COLABELLA
OCEAN COUNTY CLERK
P.O. BOX 2191
TOMS RIVER, NJ 08754-2191
(732) 929-2110
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INSTR # 2017078712
OR BK 16820 PG 1623
RECORDED 08/01/2017 09:14:19 AM
SCOTT M. COLABELLA, COUNTY CLERK
OCEAN COUNTY, NEW JERSEY

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DATE OF DOCUMENT: (Enter Date as follows:00/00/0000)

06/14/2017

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DEED

OFFICIAL USE ONLY - REALTY TRANSFER FEE

FIRST PARTY NAME: (Enter Last Name, First Name)

Walden Woods at Whitesville Homeowners
Association, Inc.

SECOND PARTY NAME: (Enter Last Name, First Name)

aug 11m cash

ALL ADDITIONAL PARTIES: (Enter Last Name, First Name)

THE FOLLOWING SECTION IS REQUIRED FOR DEEDS ONLY

BLOCK:

LOT:

MUNICIPALITY: (Select Municipality from Drop-Down Box)

TOMS RIVER

CONSIDERATION:

MAILING ADDRESS OF GRANTEE: (Enter Street Address, Town, State, Zip Code)

Street Address PO Box 1111

Town New Brunswick

State NJ

Zip 08903

THE FOLLOWING SECTION IS FOR
ORIGINAL MORTGAGE BOOKING & PAGING INFORMATION FOR ASSIGNMENTS, RELEASES,
SATISFACTIONS, DISCHARGES & OTHER ORIGINAL MORTGAGE AGREEMENTS ONLY

ORIGINAL BOOK:

5504

ORIGINAL PAGE:

720

OCEAN COUNTY CLERK'S OFFICE RECORDING DOCUMENT COVER SHEET

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**AMENDMENTS TO THE DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
WALDEN WOODS AT WHITESVILLE HOMEOWNERS ASSOCIATION, INC.**

THIS AMENDMENT to the Bylaws for Walden Woods at Whitesville Homeowners Association, Inc. (the "Association"), made this 14th day of June 2017, by the Association, a Non-profit Corporation of New Jersey, by and through its Board of Directors (the "Board"), having an address of 174 Walden Woods Drive, Toms River, New Jersey 08755; and

WHEREAS, the Association was created by, among other documents, the Declaration of Covenants and Restrictions (the "Declaration"), as may be amended from time to time, recorded in the Ocean County Clerk's Office on September 30, 1997 in Deed Book 5504, Page 720, et seq.; and

WHEREAS, the Association is governed by the Declaration and a set of Bylaws dated November 18, 1998; and

WHEREAS, Declaration, Article VI, Section 1 states that the Declaration may be amended "by a fifty-one (51%) percent vote of the total BOARD and 51% of the vote of the OWNERS..."; and

WHEREAS, N.J.S.A. 15A:5-4 requires that notice of all meetings be "given not less than 10 or more than 60 days before the date of the meeting, either personally or by mail, to each member of record entitled to vote at the meeting."; and

WHEREAS, Bylaws, Article II, Section 3(c) provides that "the presence of Members who own in excess of fifty (50%) percent of all the outstanding shares shall constitute a quorum at any meeting"; and

WHEREAS, Bylaws, Article II, Section 3(b) states that "votes must be cast in person by the Member..."; and

WHEREAS, at the June 14, 2017 meeting, a quorum being present, at least fifty-one (51%) percent of the Owners and Board members, voted in favor of amending, modifying and supplementing the Declaration as set forth herein;

NOW, THEREFORE the Association hereby amends and modifies the Association's Declaration as set forth below:

1. Declaration, Article X is hereby amended to add the following provisions:

Section 3. All leases shall comply with the following restrictions:

- (a) **No Lot shall be leased by the Owner thereof for transient or hotel purposes (except a lender in possession of such Lot following a default in a first mortgage, a foreclosure proceeding or by any deed or other arrangement in lieu of foreclosure), which shall be defined as (i) rental for any period less than one (1) year; or (ii) any rental where the occupants of the Lot are provided customary hotel services, such as room service for food and beverages, maid service, furnishing laundry and linen, and bellboy service.**

- (b) All leases must be in writing and state specifically that the tenant is bound to comply with the Declaration, By-Laws, and all rules promulgated thereunder, and that he shall be subject to enforcement actions, as described in the Declaration and By-Laws, for failure to do so. The lease shall further provide that any failure of the tenant to fully comply with the terms and conditions of such documents shall constitute a material default under the lease and be grounds for termination and eviction. Each Owner and tenant, together with the Association, shall execute a lease rider if one is provided by the Association, containing terms determined by the Association. Such lease rider may include without limitation, a requirement that in the event an Owner(s) is delinquent in payment of any fee or charge assessed by the Association, the Association shall collect directly from his tenant(s) the rent paid by that tenant(s) to the Owner(s) with said monies to be applied to the Owner's debt.
- (c) An Owner desiring to lease his/her Lot must provide a copy of the lease to the Association at least fourteen (14) days prior to the start of any lease term. If a tenant intends to remain in the Lot after the expiration of the initial lease term or any extension thereof, the Owner must provide the Association with an updated lease or lease addendum at least fourteen (14) days prior to the expiration of the then current lease term.
- (d) All Owners of a Lot must own and reside in the Lot for at least three (3) years prior to that Lot being eligible to be rented. If the Lot is owned by a company, then at least one (1) Owner, shareholder, member, and/or partner of that company must personally reside in that Lot for at least three (3) years prior to that Lot being eligible to be rented.
- (e) An Owner desiring to lease his or her Lot may do so only if the Owner has applied for and received from the Association a permit ("Leasing Permit"). Upon issuance of a Leasing Permit, the Owner may lease his or her Lot (but not less than his or her entire Lot) provided that such leasing shall be in strict accordance with the terms and conditions of this Declaration, the By-Laws and the Association's Rules and Regulations. All Leasing Permits shall be valid only as to the particular Owner and Lot to which they are issued and shall not be transferable between Owners or Units. No Lot may be subleased without the Association's prior written consent.
- (f) A Owner's application for a Leasing Permit shall be approved so long as the Owner:
- i. Is in Good Standing;
 - ii. Is in compliance with the Association's Declaration, By-Laws and Rules and Regulations;
 - iii. Has resided in the Lot for at least three (3) years prior to seeking to rent the Unit.

(g) To address special situations and to avoid undue hardship or practical difficulties, the Board of Directors may grant permission to an Owner to lease his/her Lot to a specified lessee even if the Owner has not resided in the Lot for at least three (3) years prior to seeking a Leasing Permit. An Owner that seeks such permission must submit a written request to the Association's property manager, which will be granted or denied in the sole discretion of the Association's Board of Directors.

(h) A Leasing Permit shall automatically be revoked without notice upon the occurrence of any of the following:

- i. The sale or transfer of the Lot to a third party (excluding sales or transfers to an Owner's spouse, civil union partner, cohabitant or a corporation, partnership, company or other legal entity which such Owner is a principal); or
- ii. The failure of the Owner to lease the Lot within one-hundred eighty (180) days after the date the Leasing Permit is issued.

(i) The residency restriction outlined in Section 3(d) above shall not apply to an Owner that is leasing his or her Lot at the time that this Amendment is adopted and recorded. An Owner, who is already leasing his/her Lot(s) at the time this Amendment is adopted and recorded, may continue to lease his/her Lot provided that the Owner complies with all relevant rules and regulations and the existing lease otherwise conforms with the rules and regulations pertaining to leasing a Lot. This subsection shall only apply to the current Owner of a leased Unit. Upon transfer, the new Owner must apply for a Leasing Permit in compliance with this provision.

(j) In the event a tenant fails to comply with the provisions of this Declaration, the By-Laws or Rules and Regulations then, in addition to all other remedies which it may have, the Association shall notify the Owner of such violation(s) and demand the same be remedied through the Owner's efforts within thirty (30) days after such notice. If such violation(s) is not remedied within said 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(s). 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 Board shall have the right, but not the duty, to institute and prosecute such action as attorney-in-fact for the Owner and at the Owner's sole cost and expense, including all legal fees incurred. Said cost and expense shall be deemed to constitute a Common Expense lien on the particular Lot involved, and collection thereof may be enforced by the Board in the same manner as the Board is entitled to enforce collection of Common Expenses. By acceptance of a deed to any Unit, each and every Owner does hereby

automatically and irrevocably name, constitute, appoint, and confirm the Board as his attorney-in-fact for the purpose described in this subsection.

Section 4. Landlord's Assignment of Rents to Association: As security for the performance of a Landlord's continued obligation to pay the Unit's proportionate share of common expenses and assessments, all Landlords shall be deemed to have assigned to the Association the rent payable to the Landlord by the Tenant. Said assignment of rent shall, however, only become operative upon a Landlord's failure to timely pay the Landlord's Unit's proportionate share of common expenses and assessments, as well as any fines, late fees, attorneys' fees and any other expenses or costs to the Association, after having been given thirty (30) days written notice by the Association as to the Landlord's default. Upon the Landlord's failure to cure said default within said thirty (30) day period, the Association may, without having to institute any court action or proceeding, demand of the Landlord's tenant that the tenant pay over to the Association any and all rent due to the Landlord under the terms of the lease for the Unit.

All tenants must fully cooperate with the Association and pay rent directly to the Association if so demanded by the Association.

The Landlord shall observe and perform all of its obligations and agreements under the Lot lease and shall not do or permit anything to be done to impair the assignment of rents herein, and the Association shall not be obligated by reason of acceptance of this assignment to perform any obligation of the Landlord provided for in the lease. By leasing his/her Lot all Landlords agree to indemnify the Association and save it harmless from and against any loss, liability, or damage (including reasonable counsel fees) arising from any claim by any tenant or any other party arising under or in connection with a lease for his/her Lot or the Assignment of Rents under this provision of the Declaration.

Section 5. Violations of Article X shall be subject to a fine of five hundred (\$500.00) dollars per violation. This shall be in addition to all other rights and remedies provided in this Declaration, Bylaws, and by law.

2. Declaration, Article VIII is hereby amended to add the following paragraph:

In addition to the above outlined relief, the Association shall have the right to levy fines upon any Owner for any violation of this Declaration, the Bylaws, resolutions or any duly adopted Rule or Regulation. Such fines may be levied upon the Owner for his/her own acts, acts of his/her tenants or any guests or invitees of said Unit Owner. Fines shall be in such amounts as determined by the Board, but shall not exceed the maximum monetary penalty permitted to be imposed for a violation or continuing violation under section 19 of the "Hotel and Multiple Dwelling Law", N.J.S.A. 55:13A-19. Each day that a violation exists after notice shall constitute

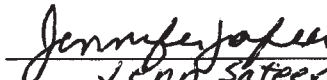
a separate occurrence of the violation and subject the Owner to an additional fine for each occurrence. Fines, together with reasonable attorney's fees related to enforcement, shall be collected in the same manner as Common Expenses.

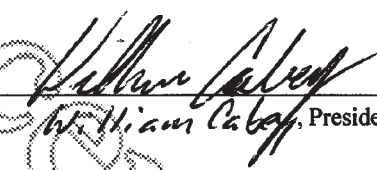
3. These Amendments shall be retroactive. Any violation hereof that already exists shall not be protected from enforcement by virtue of its existence at the time this Amendment was adopted.
4. Any terms of the Declaration or Bylaws that may be in conflict with the amendments above are hereby deemed null and void.
5. All other terms of the Declaration and Bylaws, which do not conflict with the amendments above shall remain in full force and effect.
6. Should any provision or clause hereof be determined to be invalid, the remaining provisions or clauses hereof shall remain in full force and effect.
7. These Amendments shall supersede any provisions in the Declaration, the Bylaws, or Rules and Regulations that may conflict with the foregoing language.
8. Notwithstanding the full execution of this Amendment, this Amendment shall not take effect until recorded in the Ocean County Clerk's Office.

IN WITNESS WHEREOF, the undersigned have executed this Amendment to the Bylaws of Walden Woods at Whitesville Homeowners Association, Inc. the day and year listed above.

WITNESS:

Walden Woods at Whitesville Homeowners Association, Inc.


Jennifer Japeen
Jenn Sateer
Treasurer

By 
William Cabey, President



OCEAN COUNTY CLERK'S OFFICE
RECORDING DOCUMENT
COVER SHEET

SCOTT M. COLABELLA
OCEAN COUNTY CLERK
P.O. BOX 2191
TOMS RIVER, NJ 08754-2191
(732) 929-2110
www.oceancountyclerk.com



INSTR # 2017086874
OR BK 16843 PG 1504
RECORDED 08/21/2017 09:38:29 AM
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OCEAN COUNTY, NEW JERSEY

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06/14/2017

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FIRST PARTY NAME: (Enter Last Name, First Name)

Walden Woods at Whitesville Homeowners
Association, Inc.

SECOND PARTY NAME: (Enter Last Name, First Name)

Walden Whitesville Homeowners

due @ 100 cash

ALL ADDITIONAL PARTIES: (Enter Last Name, First Name)

THE FOLLOWING SECTION IS REQUIRED FOR DEEDS ONLY

BLOCK:

LOT:

MUNICIPALITY: (Select Municipality from Drop-Down Box)

TOMS RIVER

CONSIDERATION:

MAILING ADDRESS OF GRANTEE: (Enter Street Address, Town, State, Zip Code)

Street
Address

PO Box 1111

Town New Brunswick

State NJ

Zip 08903

THE FOLLOWING SECTION IS FOR
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**WALDEN WOODS AT WHITESVILLE HOMEOWNERS ASSOCIATION, INC.
POLICY RESOLUTION NO. _____
RELATING TO ANNUAL CENSUS SUBMISSION**

This Resolution (the "Resolution") is made on this 14TH day of June 2017, by Walden Woods at Whitesville Homeowners Association, Inc. (the "Association"), by and through its Board of Directors (the "Board"), having an address of 174 Walden Woods Drive, Toms River, New Jersey 08755.

~~WHEREAS, the Association was created by, among other documents, the Declaration of Covenants and Restrictions (the "Declaration"), as may be amended from time to time, recorded in the Ocean County Clerk's Office on September 30, 1997 in Deed Book 5504, Page 720, et seq.; and~~

WHEREAS, the Association is governed by the Declaration and a set of Bylaws dated November 18, 1998; and

WHEREAS, the Bylaws, Article IV, Section 1 provides that the Board has the authority "[t]o make and amend reasonable rules and regulations respecting the Development"; and

WHEREAS, pursuant to Bylaws, Article IV, Section 1, the Board has the power "[t]o enforce the provisions of the Declaration, By-Laws, and the Certificate of Incorporation of the Association"; and

WHEREAS, the Board has determined it is in the Association's best interest that all Owners submit an annual census;

NOW, THEREFORE, BE IT RESOLVED, that the following procedures are hereby adopted:

1. All Owners must complete the Census Form, attached hereto as Exhibit A, and submit it to the Association no later than February 1 of each year.
2. All Owners who do not reside in their Lot(s) must include occupant and/or tenant information on the Census Form.
3. If there are any changes in the residency of any Lot, the Owner must submit an updated Census Form to the Association within two (2) weeks of the change.

4. A fine in the amount of two hundred and fifty (\$250.00) dollars may be levied for each violation of this Resolution, with each day that a violation continues being considered to be a separate violation.
5. Notwithstanding any of the above, the Association may exercise all rights and remedies available to it at law, in equity and/or pursuant to the Governing Documents.
6. Should any provision hereof be determined to be invalid, the remaining provisions hereof shall remain in full force and effect.
- ~~7. Any provision contained within any previously adopted resolution of the Association that~~
conflicts with any provisions set forth herein shall be deemed void and the provision contained herein shall govern.

EXHIBIT A
ANNUAL RESIDENT INFORMATION - CENSUS

Owner Information:

Owner(s) Name: _____

Lot Address: _____

Owner(s) Mailing Address: _____
(If Different Than Lot. PO Boxes not Acceptable)

Type of Residence: Primary Home () Second Home () Tenant Occupied ()

Phone Numbers: Home: _____ () Work: _____ () Cell: _____ ()
(Please check which phone-number you would like the Association to use for Phone Updates and Messages.)

E-mail Address: _____ ()

Alternate E-mail Address: _____ ()
(Please check which email address(es) you would like the Association to use for Email Updates and Messages.)

Renter/Tenant Information:

Tenant(s) Name: _____

Lease Dates: From: _____ To: _____

Phone Numbers: Home: _____ Work: _____ Cell: _____

Occupant Information:

Number of Occupants: _____

Occupant Name: _____ Date of Birth: _____

Occupant Name: _____ Date of Birth: _____

Occupant Name: _____ Date of Birth: _____

Occupant Name: _____ Date of Birth: _____

(Please attach additional page with additional occupants, if necessary)

Emergency Contact:

Name	Telephone No.	Relationship
1.	_____	
2.	_____	
3.	_____	

Signatures

Owner Signature Date

Owner Signature Date

