



**Ocean County
Document Summary Sheet**

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Return Address (for recorded documents)

HILL WALLACK, LLP
21 ROSZEL ROAD P. O. BOX 5226
PRINCETON, NJ 08540

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**Ocean County
Document Summary Sheet**

DEED AGREEMENT	Type		DEED AGREEMENT				
	Consideration						
	Submitted By		SIMPLIFILE, LLC. (SIMPLIFILE)				
	Document Date		04/29/2024				
	Reference Info						
	Book ID		Book	Beginning Page	Instrument No.	Recorded/File Date	
	OR		4640	084			
	GRANTOR		Name		Address		
			WHITING STATION AT CRESTWOOD HOMEOWNERS ASSOCIATION		323 GARDENIA DRIVE, WHITING, NJ 08759		
	GRANTEE		Name		Address		
			WHITING STATION AT CRESTWOOD HOMEOWNERS ASSOCIATION		323 GARDENIA DRIVE, WHITING, NJ 08759		
	Parcel Info						
	Property Type		Tax Dist.	Block	Lot	Qualifier	Municipality
			19	100.02	1		19

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WHITING STATION AT CRESTWOOD HOMEOWNERS ASSOCIATION, INC.

Amendments to the Declaration of Covenants and Restrictions

P R E A M B L E

1. The Declaration of Covenants and Restrictions for Whiting Station at Crestwood Homeowners Association (the "Declaration") was recorded in the office of the Ocean County Clerk's Office on February 18, 1988 in Deed Book 4640 at Page 084 et seq, and the By-Laws of Whiting Station at Crestwood Homeowners Association, Inc. (the "By-Laws"), were recorded as a Schedule to the Declaration.

2. Pursuant to Article VI, Section 5 of the Declaration, these Amendments to the Declaration were approved by the affirmative vote of two-thirds (2/3) of the fully authorized membership at a meeting of Owners duly held for such purpose. Such amendments are not applicable to any owners of lots at the time of approval.

NOW THEREFORE, BE IT RESOLVED, on this 29 day of April, 2024 that the Declaration of Covenants and Restrictions shall be amended as follows:

A. Article I, Section 1 be amended to add the following new definition:

"Residential Purposes" shall mean used solely as a place to live. Holding or conducting organized meetings, presentations, assemblies or other gatherings, shall not constitute a residential purpose and are prohibited.

B. Article I, Section 1(i) shall be deleted in its entirety and replaced with the following:

"Owner", "Home Owner" or "Lot Owner" shall mean and refer to those natural persons, Qualified Personal Residence Trusts or other trusts intended for legitimate estate planning purposes as approved by the Board, in whom record fee simple title to any Home is vested as shown in the records of the Ocean County Clerk, but shall not mean or refer to any mortgagee or trustee under a deed of trust unless and until such mortgagee or trustee under a deed of trust has acquired title to any such Home pursuant to foreclosure proceedings or any proceeding in lieu of foreclosure, nor shall the term Owner refer to any lessee or tenant of a Home.

C. The first sentence of Article III, Section 5 be deleted in its entirety and replaced with the following:

In order to preserve the character of Whiting Station at Crestwood as a senior citizen residential community and for the protection of the value of the Homes, a Home shall not be used for any purpose other than as a private, single family residence. It may only be used for residential purposes. Further, the Common Property and Community Facilities shall not be used for any residential or

commercial purpose not expressly permitted by this Declaration.

- D. Article III, Section 5(e) is deleted in its entirety and replaced with the following to read as follows, as indicated by the underlined passages:

(e) No Owner shall lease (which for purposes of these restrictions shall include any occupancy other than by a Home Owner) or enter into an arrangement for use and/or occupancy of a Home for a term or period of less than one (1) year (except in the event of a lender in possession of a Home following a default in a First Mortgage, a foreclosure proceeding or a deed or other arrangement in lieu of foreclosure).

No Home shall be rented until such Owner(s) shall have occupied the Home as its primary residence for a majority of each year for a period of two (2) years. A Home that is owned by a trust permitted by Article III, Section 5(u) this Declaration shall be occupied by the grantors of that trust for the four-year period before it may be rented. Also, the estate of a deceased owner may rent the property for a period of up to two (2) years after the death of the owner. A Home acquired as the result of an inheritance from an Owner as of the date this Amendment is filed in the Office of the Ocean County Clerk, may be rented immediately by the heir for a period of two (2) years and is not subject to the rental restriction applicable to the numbers of Homes which can be rented at any one time, during such ownership. Such rental period may be extended for an additional two (2) if approved by the Board and as long as both the heir and the occupants sign an agreement acknowledging such an extension.

Furthermore, no Owner shall permit the use and/or occupancy of a Home for transient or hotel purposes, which shall be defined as any rental or other arrangement for use and/or occupancy where the users or occupants of the Home are provided customary hotel services such as room service for food and/or beverages, maid service, laundry and/or linen service and bellboy service. In spite of the foregoing, an Owner may rent to or enter into an arrangement for the use and/or occupancy of a Home with a contract purchaser for less than six (6) months so long as such rental or arrangement for use and/or occupancy is not for transient or hotel purposes. No Owner may lease or enter into an arrangement for the use and/or occupancy of less than the entire Home. Rentals shall be pursuant to leases which (a) are in writing; (b) are expressly subject to all applicable laws and the provisions of the Governing Documents, provided that any failure of the lessee to fully comply with the terms and conditions of the Governing Documents shall constitute a material default under the lease; and (c) expressly assign to the Association all rents due under the lease in the event of any delinquency in the payment of Maintenance Fees or other charges due and payable to the Association for more than thirty (30) days, including authorization for the tenant to pay such rents directly to the Association to the extent that such Maintenance Fees and other charges are due and payable to the Association with respect to the Home. Moreover, no lease or occupancy of a Home shall be permitted unless a true copy of the lease is furnished in advance to the Association, together with the current address and phone numbers of both the Owner and the lessee. In addition the Owner of the Home shall not have the right to utilize the Common Property

during any period that said Home is rented. Every lease must also expressly state that the Owner of the Home has provided the tenant with the Governing Documents. Every lease must also expressly prohibit assignment of the lease and subletting.

At no time shall more than approximately eight percent (8 %) 26 of Homes be leased, rented, licensed or let (collectively referred to as "Lease" or "Leased") at any one time. This restriction shall not apply to a Home inherited by the heir of an Owner. To ensure that this limitation is not exceeded, an Owner who intends to lease his/her Home shall first seek the consent of the Board to lease whereupon the Board will notify the Owner if this limitation has been met. If the limitation has been met, the Owner shall not lease the Home. If this limit has not been met, permission to lease shall not be unreasonably withheld. All such requests shall be granted upon a first come/first serve basis; provided, however, that the Board may establish Rules and Regulations to implement this restriction. For purposes of this Declaration, a "Tenant" shall include any individual residing in a Home that is not owner-occupied, whether or not rent is being paid. The term "Tenant" shall not include occupant(s) of a Home, the owner of which is an immediate family member or a family trust set up by the occupant(s) for estate planning purposes.

The leasing or other arrangement for use and/or occupancy of a Home shall in no way relieve the Owner from his obligations under the Governing Documents and he shall remain primarily responsible in the event a tenant, user or occupant fails to comply with the provisions of the Governing Documents. In addition to all other remedies which it may have, the Association shall notify the Owner of such violations and demand that same be remedied through the Owners efforts within thirty (30) days after such notice. If such violation is not remedied within such thirty (30) day period, immediately thereafter, at his own cost and expense, the Owner shall institute and diligently prosecute an eviction, ejection or other appropriate action against the tenant, user or occupant 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 obligations, the Association 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. Such costs and expenses shall be due and payable upon demand by the Association as a Individual Property Special Assessment and shall be deemed to constitute a lien on the particular Home involved. The collection thereof may be enforced by the Board of Trustees in the same manner as the Board of Trustees is entitled to enforce collection of other Individual Property Special Assessments.

By the acceptance of a deed to any Home conveyed by an Owner each Owner does thereby automatically and irrevocably name, constitute, appoint and confirm the Board of Trustees as his attorney-in-fact for the purposes described in this Section. Each Owner declares and acknowledges that his power of attorney is coupled with an interest in the subject matter and shall be deemed to run with title to their Home.

In spite of anything to the contrary in this Article III Section 5(e), all leasing or other arrangements for the use and/or occupancy for a Home shall satisfy the requirements of Article III Section 5(u). Provided that the lease or other arrangement for use and/or occupancy of a Home otherwise complies with Article III, Section 5(a) of this Declaration, the restrictions on the length of the term of the leasing or other arrangement for use and/or occupancy of a Home shall not apply to any arrangement between (a) a parent and child; or (b) siblings.

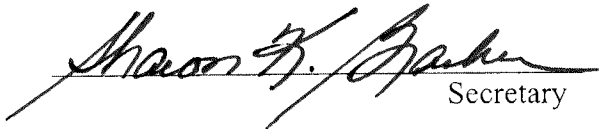
E. Article III, Section 5(u) is hereby created as follows:

All Homes must be owned by a natural person, Qualified Personal Residence Trust of which the occupant is the grantor or other trusts that are intended for legitimate estate planning purposes as approved by the board. Ownership by a legal entity other than a Qualified Personal Residence Trust or other trust intended for legitimate estate planning purposes as approved by the board is prohibited.

F. The Association's managing agent is authorized and directed to prepare correspondence, in appropriate form and substance, and thereafter circulate same, along with a copy of these Amendments, to all Owners. The Association also authorizes and directs its legal counsel to arrange for recordation of a copy of this Amendment with the Ocean County Clerk's Office.

ATTEST:

WHITING STATION AT CRESTWOOD
HOMEOWNERS ASSOCIATION, INC.


Secretary


Miguel Ribera President

STATE OF NEW JERSEY }
 }
COUNTY OF OCEAN } SS.:

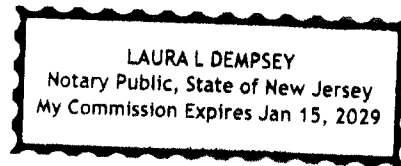
I CERTIFY that on April 29, 2024, Sharon K. Barker personally came before me, and this person acknowledged under oath, to my satisfaction, that:

- (a) this person is the Secretary of the Whiting Station at Crestwood Homeowners Association, Inc., the corporation named in this document;
- (b) this person is the attesting witness to the signing of this document by the proper corporate officer who is Miguel Ribera, the President of the corporation;
- (c) this document was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Board of Trustees;
- (d) this person knows the proper seal of the corporation which was affixed to this document;
- (e) this person signed this proof to attest to the truth of these facts;
- (f) notice of this amendment was properly sent to the unit owners of the Association in accordance with the provisions of the By-Laws of the Association; and
- (g) this amendment was approved by the affirmative vote of two-thirds (2/3) of all Owners in person or by proxy or absentee ballot at a meeting of Owners duly held for such purpose.

Sharon K. Barker
Secretary

Signed and sworn to before me on the 29th
day of April, 2024.

Laura L. Dempsey
Notary Public



RECORD & RETURN:

Caroline Record, Esq.
Hill Wallack, LLP
240 Cedar Knolls Road, Suite 400
Cedar Knolls, New Jersey 07927

