

ATLANTIC COUNTY, NJ
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RECORDED 10/20/2016 03:13:52 PM
INST # 2016063573 VOL 14146

Prepared by:


Eric D. Mann, Esq.

**AMENDMENT TO DECLARATION
OF
GATHERINGS AT BEL AIRE LAKES HOMEOWNERS ASSOCIATION, INC.**

This Amendment to Declaration for the Gatherings at Bel Aire Lakes Homeowners Association, Inc. is made this 6th day of October, 2016 by the Gatherings at Bel Aire Lakes Homeowners Association, Inc., a New Jersey non-profit corporation, located in Absecon, Atlantic County, New Jersey.

WITNESSETH:

WHEREAS, the Gatherings at Bel Aire Lakes Homeowners Association, Inc. is a non-profit corporation of the State of New Jersey and is governed by a Declaration of Covenants, Conditions, Easements and Restrictions recorded in the Office of the Recording Officer of Atlantic County on August 16, 2005 as Instrument No. 2005087274 in Book 12111 of Deeds; and

WHEREAS, the development as described in the Declaration contains a total of 125 single family home building lots (individually a "Lot" and collectively "the Lots") to contain single family attached or semi-attached residences and three other lots to contain, inter alia, storm water detention basins for management of the Project's surface water runoff and the Project's recreational amenities consisting of a clubhouse, a gazebo and a paved parking area (collectively referred to as the "Common Areas"); and

WHEREAS, the Declaration calls for the establishment of a non-profit homeowners association (the "Association") composed of all of the owners of Lots at the Project to manage the Common Areas, to provide certain services to the Lots and to impose and collect assessments from all Lot Owners to pay for the costs of such maintenance and services; and

WHEREAS, the Association known as "Gatherings at Bel Aire Lakes Homeowners Association, Inc.", a New Jersey not-for-profit corporation, was lawfully formed by Declarant in accordance with the Declaration; and

WHEREAS, pursuant to Article IX, Section 2 of the Declaration, the Declaration may be amended by a vote of not less than two-thirds of the Lot Owners in good standing; and

WHEREAS, consistent with the terms and provisions of the Association's governing documents, on proper notice to the members of the Association, a meeting was held on July 28, 2016 for the purpose of casting ballots on the issue of amending the Declaration; and

WHEREAS, the Association having met the quorum requirements as established by the governing By-Laws and having received a sufficient affirmative vote pursuant to the terms of the Declaration to ratify and approve the amendment to the Declaration;

NOW, THEREFORE, the Declaration of Covenants, Conditions, Easements and Restrictions for The Gatherings at Bel Aire Lakes Homeowners Association, Inc. is hereby amended as follows:

1. Article VII, Section 1(y) shall be replaced in its entirety with the following:

(y) No Unit on a Lot shall be (i) rented by the Owner thereof (except a lender in possession of such Unit following a foreclosure proceeding or such lender's receipt of any deed or other arrangement in lieu of foreclosure) or otherwise utilized for transient purposes, (ii) rented for a term of less than one (1) year, provided, however that any Owner may rent a Unit for a period of less than one (1) year to a contract purchaser of the Lot containing such Unit, and (iii) rented unless and until the then current Owner has resided in the Unit and utilized same as a primary resident for one (1) year. For the purpose of this provision "primary residence" shall mean that property where the Owner primarily resides during the year. Factors such as mailing address, voter registration, driver's license and vehicle registration, telephone listings and time spent in the Unit are to be considered. No Owner may lease less than the entire Unit on a Lot. Absent exceptional circumstance as determined in the absolute and sole discretion of the Board, the total number of Lots or Units rented shall not exceed 10% of the total number of Lots and Units making up the property. The Board shall adopt reasonable rules and protocols to monitor and regulate rentals to ensure adherence to the 10% limit. Other than the foregoing, Owners shall have the right to lease Units on Lots provided that said leases are in writing and made subject to all provisions of this Declaration, the By-Laws and any other documents referred to herein, including the right of amendment herein reserved to Declarant, provided that any failure of the lessee to fully comply with the terms and conditions of such documents shall constitute a default under the lease, and provided a copy of said lease and any subsequent lease is delivered to the Association within ten (10) days prior to its execution. Copies of all lease applications and similar information must be delivered to the Association along with a copy of said written lease and proof of age for occupants. In the event a tenant of a Unit on a Lot defaults under his lease by failure to comply with the provisions of this Declaration, the By-Laws or any applicable rules and regulations of the Association, then, in addition to all other remedies which it may have, the Association shall have the right to notify the Owner in writing of such default and demand that same be cured through the Owner's efforts within thirty (30) days after such notice. If such default is not cured within said thirty (30) days, then the Owner shall immediately thereafter, at his own cost and expense and in accordance with applicable, controlling law, institute and diligently prosecute an eviction action against his tenant on account of such default. 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 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. Said costs and expenses shall be deemed to constitute a lien on the particular Lot involved, and collection thereof may be enforced by the Association in the same manner as the Association is entitled to enforce collection of Assessments. By acceptance of a deed to any Lot, each and every Owner does thereby automatically and irrevocably name, constitute, appoint and confirm the Association as his attorney-in-fact for the purposes described in this subsection.

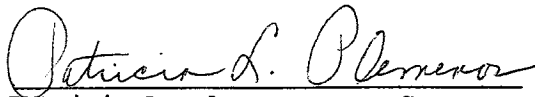
2. To the extent there is any conflict in the provisions of this Amendment to Declaration and any previously recorded amendments or the original Declaration, the terms of this Amendment shall prevail. All remaining provisions of the Declaration shall remain in full force and effect.

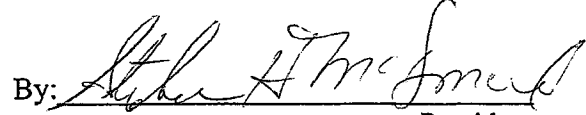
3. This Amendment to Declaration shall be effective upon recording in the Atlantic County Clerk's Office.

IN WITNESS WHEREOF, the Association has caused this instrument to signed, sealed and delivered by its Board of Trustees the day and year first written above.

ATTEST:

GATHERINGS AT BEL AIRE LAKES
HOMEOWNERS ASSOCIATION, INC.


Patricia L. Plemenos, Secretary

By: 
Stephen H. McDonald, President

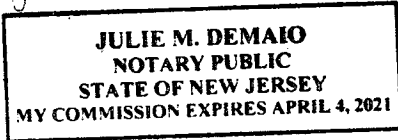
STATE OF NEW JERSEY; COUNTY OF ATLANTIC: ss.

I CERTIFY that on October 6, 2016, Patricia L. Plemenos personally came before me and this person acknowledged under oath, to my satisfaction, that:

- (a) this person is the Secretary of the Gatherings at Bel Aire Lakes Homeowners Association, Inc., the corporation named in the attached document;
- (b) this person is the attesting witness to the signing of this document by the proper corporate officer who is Stephen H. McDonald, 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; and
- (e) this person signed this proof to attest to the truth of these facts.

Sworn to and subscribed before
me on October 6, 2016.

Julie M. DeMaio



Patricia L. Plemenos
Patricia L. Plemenos
Secretary, Attesting Witness

Record and return to:
Hyberg White & Mann
2111 New Road, Suite 105
Northfield, NJ 08225