

# WHITING VILLAGE at CRESTWOOD VII COMMUNITY ASSOCIATION, INC.

A PRIVATE COMMUNITY

Adults aged 55 and older



BY-LAWS

Seventh Amended: February 3, 2011

## WHITING VILLAGE AT CRESTWOOD COMMUNITY ASSOCIATION, INC.

Whiting Village at Crestwood Community Association Inc. is a Planned Unit Development (PUD), otherwise known as a Homeowner's Association (HOA) which has been registered as a senior community with the New Jersey Department of Community Affairs. Your home and designated property is your own. This is called "Fee Simple" because you own it. The Whiting Village at Crestwood Community Association, Inc. is a New Jersey Non-Profit Corporation organized under Title Fifteen (15) in the revised statutes of the State of New Jersey.

In very broad terms, Whiting Village at Crestwood Community Association, Inc. (Whiting Village VII) is a joint undertaking of several people with a common interest to create housing as attractive, peaceful and economical as possible. This association is a Non-Profit Corporation in which each member is a part owner of all corporation assets, title to the common land, avenues, streets, fingers (courts), cul-de-sac's and Village Clubhouse. Each homeowner owns his/her home and land (Fee Simple) and therefore is a member of the Whiting Village at Crestwood Community Association, Inc. (Whiting Village VII), and as such is entitled to one (1) vote per unit by one of the registered owners. This is how the Community Association shall be managed. A Board of Trustees of which seven are elected for a two year term (three to be elected in an odd year and four to be elected in an even year) by the membership for the purpose of conducting the day-to-day business affairs of the Association. Board functions vary but they act much like your town council. By majority vote they can make and enforce rules and regulations and fix yearly budgets and also have the right to take disciplinary action, including fines against offenders.

Pursuant to the prospectus of the developer, Whiting Village VII was to be put under the independent control of the Board of Trustees elected by the membership at the end of Ten (10) years. On October 11, 1985 a Board of Trustees assumed full and independent control of the Village for the benefit of its membership and has continued the same to this date.

The Village consists of 1048 individual dwellings apportioned as follows: Kortland 10, Newbury 318, Bedford 474, Andover 246. These dwellings are constructed in four (4) designated sections namely 70, 71, 72, 73 on approximately 235.24 acres of land at Whiting, Manchester Township, Ocean County, New Jersey.

### LAND AREAS

The land area of the Village is approximately 235.24 acres and is listed in Manchester Township Tax Rolls. The individual block and lot numbers are listed under individual owner's name in the Manchester Township Tax Rolls.



The common ground is owned by all owner residents and is comprised of Village streets, avenues, cul-de-sacs, courts (fingers), and common ground around homes, Clubhouse and two (2) retention ponds. There are approximately 5.7 miles of road and 166 courts (fingers).

### RECREATIONAL FACILITIES

The Whiting Village at Crestwood Community Association, Inc. (Whiting Village VII)'s recreational facilities consist of a community Recreational Hall, Annex, Picnic Grove, Boccie and Shuffleboard courts.

### ACTS RELATING TO THE BY-LAWS

The By-Laws provide, among other things, that (1) the Board of Trustees shall at all times have the power to impose a lien upon homeowners to secure the payment of monthly maintenance fees which are late or in arrears, to secure the performances by members of all covenants and conditions arising out of their membership in the Association; (2) that all officers and employees of the Association who are responsible for the funds of the Whiting Village at Crestwood Community Association Inc. shall be bonded by a security company; and (3) that all books and records of the Association shall be audited annually by a Certified Public Accountant.

### ACTS RELATING TO THE GOVERNING OF THE VILLAGE

Covenants and Restrictions - devised and registered with the New Jersey Department of Community Affairs by the developer, cannot be changed for Forty (40) years unless they conflict with the State or Federal Laws. These Covenants and Restrictions guarantee the following services:

1. Bus service to designated shopping areas and local churches.
2. Snow removal - streets, roads, courts (fingers), cul-de-sacs, avenues and home driveways/walkways.
3. Grass service - cutting, liming and trimming.
4. Garbage removal.
5. Common Insurance on all properties and original housing (does not include "Personal Liability", property or upgraded structural changes).

## BY-LAWS

In order for the By-Laws, or any of them, to be altered and/or repealed, or new By-Laws made, a minimum of at least 525 total votes must be cast, and a majority of the total votes cast (263) must affirmatively vote in favor of the proposed change.

## RULES AND REGULATIONS AND PLANTING GUIDE

Any changes can be made at the discretion of the majority of the Board of Trustees voting at any regular or special meeting.



WHITING VILLAGE AT CRESTWOOD COMMUNITY ASSOCIATION, INC.

TABLE OF CONTENTS

ARTICLE I - NATURE OF BY-LAWS ..... 1

ARTICLE II - MEMBERSHIP ..... 1

    Section 1. Eligibility ..... 1

    Section 2. Definition of Rights ..... 2

    Section 3. Allocation of Votes ..... 2

    Section 4. Documentation ..... 3

    Section 5. Quorum of Membership ..... 3

    Section 6. Meetings of the Membership ..... 3

        6.a. Monthly Meetings ..... 3

        6.b. Special Meetings ..... 3

        6.c. Meeting Notification ..... 3

        6d. Meeting Format ..... 3

ARTICLE III - ELECTION, ORGANIZATION AND MEETING OF TRUSTEES ..... 4

    Section 1. Election and Term in Office of the Board of Trustees ..... 4

        1.a. Description of Board of Trustees ..... 4

        1.b. Vacancy ..... 4

        1.c. Election Committee ..... 5

        1.d. Insufficient Number of Candidates ..... 5

    Section 2. Place of Balloting ..... 5

    Section 3. Quarterly Meetings of Trustees with the Residents ..... 5

    Section 4. "Sunshine Law" Open Meetings of Trustees with Residents ..... 5

    Section 5. Special Meetings of Trustees ..... 6

    Section 6. Notice of Trustees' Meeting ..... 6

    Section 7. Quorum ..... 6

    Section 8. Organization ..... 6

    Section 9. Voting ..... 7

ARTICLE IV - BOARD OF TRUSTEES ..... 7

    Section 1. Regular Meetings ..... 7

    Section 2. Waiver of Notice ..... 7

    Section 3. Removal of Trustees ..... 7

        3.a. Majority Vote ..... 7

        3.b. Meetings Missed ..... 7

        3.c. Failure to Comply With Assigned Duties ..... 8

    Section 4. General Powers ..... 8

        4.a. Employment - Insurance/Security Bond ..... 8

WHITING VILLAGE AT CRESTWOOD COMMUNITY ASSOCIATION, INC.

4.b. <u>Responsibilities</u> .....	8
4.c. <u>Employment</u> .....	9
4.d. <u>Employment Duties</u> .....	9
4.e. <u>Premises Maintenance</u> .....	9
4.f. <u>Road Maintenance</u> .....	9
4.g. <u>Refuse Removal</u> .....	9
4.h. <u>Security</u> .....	9
4.i. <u>Insurance Coverage</u> .....	10
<b>4.i. (1) <u>Broadform Insurance</u></b> .....	10
<b>4.i. (2) <u>Public Liability Insurance</u></b> .....	10
<b>4.i. (3) <u>Insurance Consultant</u></b> .....	11
4.j. <u>Borrow and Repay Moneys</u> .....	11
4.k. <u>Investment</u> .....	11
4.l. <u>Powers</u> .....	11
<i>Section 5. <u>Rules and Regulations</u></i> .....	12
<i>Section 6. <u>Restrictions Applicable to the Property</u></i> .....	12
6.a. <u>Age Requirements</u> .....	13
6.b. <u>Private Residence</u> .....	13
6.c. <u>Access Obstruction</u> .....	13
6.d. <u>Prior Written Consent of the Trustees</u> .....	13
6.e. <u>Resident Responsibility</u> .....	14
6.f. <u>Insurance</u> .....	14
6.g. <u>Exterior</u> .....	14
6.h. <u>Animals</u> .....	15
6.i. <u>Noxious or Offensive Activities</u> .....	15
6.j. <u>Structural Integrity</u> .....	15
6.k. <u>Fencing, Hedge, Growing Fence</u> .....	15
6.l. <u>Trucks or Commercial Vehicles</u> .....	16
6.m. <u>Rules and Regulations; Fines</u> .....	16
<b>6.m.(1) <u>Violation Referral</u></b> .....	16
<b>6.m.(2) <u>Investigation of Violations</u></b> .....	17
<b>6.m.(3) <u>Owner Notification</u></b> .....	17
<b>6.m.(4) <u>Hearing</u></b> .....	17
6.n. <u>Mortgage</u> .....	18
6.o. <u>Utilities</u> .....	18
6.p. <u>Garbage</u> .....	18
6.q. <u>Garbage Disposal Unit</u> .....	18



**WHITING VILLAGE AT CRESTWOOD COMMUNITY ASSOCIATION, INC.**

6.r. <u>Sale and/or Lease of Property</u> .....	19
6.r.(1) <u>Approval</u> .....	19
6.r.(2) <u>Private Sale</u> .....	19
6.r.(3) <u>Family/Heirs</u> .....	19
6.r.(4) <u>Notification of Terms of Sale</u> .....	19
6.r.(5) <u>Lending Institution</u> .....	20
6.r.(6) <u>Leasing</u> .....	20
6.r.(7) <u>Lease to Corporation</u> .....	21
6.r.(8) <u>Congeniality</u> .....	22
Section 7. <u>Non Waiver</u> .....	22
Section 8. <u>Compensation</u> .....	22
ARTICLE V -OFFICERS .....	22
Section 1. <u>Designation</u> .....	22
Section 2. <u>Election of Officers</u> .....	23
Section 3. <u>Removal of Officers</u> .....	23
Section 4. <u>President</u> .....	23
Section 5. <u>Vice-Presidents</u> .....	23
Section 6. <u>Secretary</u> .....	23
Section 7. <u>Treasurer</u> .....	24
Section 8. <u>Sergeant-at-Arms</u> .....	24
Section 9. <u>Other Duties and Powers</u> .....	24
Section10. <u>Blanket Bond</u> .....	24
ARTICLE VI - FISCAL MANAGEMENT .....	25
Section 1. <u>Fiscal Year</u> .....	25
Section 2. <u>Books and Accounts</u> .....	25
Section 3. <u>Auditing</u> .....	25
Section 4. <u>Corporate Documents</u> .....	25
Section 5. <u>Safe Deposit Box</u> .....	25
ARTICLE VII - AMENDMENTS .....	26
ARTICLE VIII - ENFORCEMENT .....	26
ARTICLE IX - NOTICE .....	27
ARTICLE X - COMMITTEES .....	27
Section 1. <u>Standing Committees and Special Committees</u> .....	27
ARTICLE XI - INDEMNIFICATION OF BOARD OF TRUSTEES AND AGENTS AND LIABILITY OF TRUSTEES AND OFFICERS .....	27

**WHITING VILLAGE AT CRESTWOOD COMMUNITY ASSOCIATION, INC.**

*Section 1. Warrants and Guarantees* ..... 27

*Section 2. Protection* ..... 28

*Section 3. Application* ..... 28

*Section 4. Premiums* ..... 28

*Section 5. Liability* ..... 28

ARTICLE XII - COMMON EXPENSES, MAINTENANCE CHARGES AND ASSESSMENTS ..... 29

*Section 1. Determination of Common Expenses and Fixing of Maintenance Charges* ..... 29

*Section 2. Involuntary Assessments* ..... 30

    2.a. *Property Damage or Destruction* ..... 30

*Section 3. Voluntary Assessments* ..... 30

*Section 4. Payment of Maintenance Charges* ..... 30

*Section 5. Collection of Maintenance Charges and Assessments* ..... 31

*Section 6. Default in Payment of Maintenance Charges or Assessments* ..... 31

*Section 7. Foreclosure of Liens for Unpaid Maintenance Charges* ..... 32

*Section 8. Statement of Maintenance Charges* ..... 32

ARTICLE XIII - IMMUNITY OF ASSOCIATION ..... 33

ARTICLE XIV - RESALE AND LEASING PROCEDURE ..... 33

*Section 1. Listing of Houses for Sale or Lease* ..... 33

*Section 2. Certificate of Good Standing* ..... 33

ARTICLE XV - MISCELLANEOUS ..... 33

*Section 1. Dissolution* ..... 33

ARTICLE XVI - SEAL ..... 34

*Section 1. Seal* ..... 34

ARTICLE XVII - SAVINGS CLAUSE ..... 34

**RULES AND REGULATIONS (ATTACHED)** .....

**EXAMPLES OF PERMITTED HOUSE AND GROUNDS ALTERATIONS (ATTACHED)** .....



# BY-LAWS OF WHITING VILLAGE AT CRESTWOOD COMMUNITY ASSOCIATION, INC.

## ARTICLE I - NATURE OF BY-LAWS

These By-Laws are intended to govern the administration of Whiting Village at Crestwood Community Association, Inc., hereinafter referred to as the "Community Association", a Non-Profit Membership Corporation, organized under Title 15 of the Revised Statutes of New Jersey, together with the management and administration of the improvements, recreation and community facilities located within the various Sections of that development known as Whiting Village located in Manchester Township, Ocean County, New Jersey.

## ARTICLE II - MEMBERSHIP

### SECTION 1. Eligibility.

No one person, or consortium of persons such as Real Estate Brokerages, religious groups, state, county, federal or municipal agencies, investment groups, charitable or fraternal organizations, or any cooperative, corporation, limited liability company, trust or any other recognizable entity, may own more than one (1) unit (home) in the Community Association. In the case of married couples or domestic partnerships, in the event the married couple or domestic partners own the unit as Joint Tenants or as Tenants by the Entirety, then neither may own another unit in the Community Association, and in the event a unit is titled in the name of one (1) spouse or partner, the other spouse or partner may not own a unit in the Community Association. The residents of the Community Association shall be, and hereby are, restricted by covenant to residents who (1) are at least fifty-five (55) years of age or older; or (2) in the case of married couples or domestic partnerships, at least one (1) of whom is fifty-five (55) years of age or older; provided, however, that not more than (1) person nineteen (19) years of age or older may reside with a parent or legal guardian. The intent of this section is to prevent multiple ownership of units within the Community and to ensure that residency in the community is age restricted.

Nothing contained within these By-Laws shall be construed to waive the minimum age requirement of fifty-five years (55) for membership contained elsewhere in these By-Laws, except when the transferee is the surviving spouse or domestic partner of the deceased member over the age of fifty-five (55) years, and in that instance the property may be transferred to the surviving spouse and/or domestic partner, irrespective of the age requirement and approval of the Board of Trustees. Under no circumstances shall the surviving spouse and/or domestic partner allow an individual under the age of fifty-five (55) to reside in the subject unit for any reason whatsoever.

**Section 2. Definition of Rights.**

Every person, firm, association, corporation and/or other legal entity, who is a record owner or co-owner of the fee title to any unit, upon taking title to such unit, shall become a member of the Community Association and shall hereinafter be referred to as a member. Membership in the Community Association shall entitle the casting of the one (1) vote per unit permitted in Section 3, below, on all appropriate occasions. Membership shall also entitle any and all resident members, including their guests or their resident lessees the right to enjoy the clubhouse and use the recreational facilities available to the Community Association, subject to the Rules and Regulations promulgated by the Board of Trustees. Any person, firm, association, corporation or legal entity who holds title or interest in a particular unit merely as a security for the performance of an obligation (including, but not limited to mortgagees or trustees under Deed of trust) shall not be a Member of the Association.

**Section 3. Allocation of Votes.**

There shall be one vote for each house. However, tenants are not eligible to vote.

**Section 4. Documentation.**

Every member of the Community Association shall execute and keep current an Emergency Reference Sheet and any other such forms as may be required by the Board of Trustees.



## **Section 5. Quorum of Membership.**

Except as otherwise provided in these By-Laws, the presence in person or by absentee ballot of members owning more than 15% of houses (or 158 homeowners) in the Community shall constitute a quorum at all meetings of the membership (one vote per unit).

## **Section 6. Meetings of the Membership.**

### **6.a. Monthly Meetings.**

It shall be the duty of the President to call a meeting once a month, of the Trustees and Residents. Re: Sunshine Law: "that all meetings of the governing body, except conferences or working sessions at which no binding votes are to be taken, shall be open to attendance by all unit owners".

### **6.b. Special Meetings.**

It shall be the duty of the President of the Board of Trustees to call a special meeting of the membership if so directed by resolution of the Board of Trustees or upon a petition signed by the owners of 15% of the houses in the community. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice. Each member shall be given written notice of a special meeting at least ten (10) business days prior to the day named for such meeting.

### **6.c. Meeting Notification.**

It shall be the duty of the Secretary to give notice of each annual or special meeting, stating the purpose thereof and the time and place where it is to be held to each member of record, at the address such member shall have designated on the aforesaid Emergency Reference Sheet. The giving of notice by regular mail or by delivery to the house shall be considered notice properly served.

### **6. d. Meeting Format.**

All meetings shall be conducted under "Robert's Rules of Order."

## ARTICLE III - ELECTION, ORGANIZATION AND MEETING OF TRUSTEES

### Section 1. Election and Term in Office of the Board of Trustees.

#### 1.a. Description of the Board of Trustees.

The affairs of the Community Association shall be governed by a Board of Trustees composed of seven (7) persons who shall be Permanent Resident Members, at least 55 years of age or older, and not otherwise ineligible to hold such office.

Three (3) Trustees shall be elected on odd numbered calendar years and four (4) Trustees shall be elected in even numbered calendar years; all terms shall be for two (2) years.

In the event it becomes necessary to reduce the number of Trustees, as permitted in the Certificate of Incorporation and upon a resolution approved by a majority of the Trustees, the Board of Trustees may temporarily reduce this required number of members from seven (7) members to no less than five (5) members. In the event of such a reduced Board, a sufficient number of candidates shall be elected at the next regularly scheduled election to restore the Board to the original seven (7) members. Newly elected Trustees will be sworn in office at the September Annual Meeting of the Community Association and shall assume their duties immediately thereafter.

#### 1. b. Vacancy.

Any vacancy which occurs in the office of the Trustees shall be filled by appointment by the current Board of Trustees. The Trustees may solicit resumes from volunteers. These volunteers shall be interviewed by the Board and the new Trustee selected by a simple majority vote of the entire Board of Trustees. The Trustee so appointed shall serve only until the next regular election, at which time the term of the Trustee so appointed shall expire and the vacant position filled through the normal elective process.



**1.c. Election Committee.**

The Board of Trustees by a majority vote shall appoint an Election Chairperson who shall appoint a committee to conduct the election of the Trustees, serving notice to all members of the Community Association, providing for absentee and on-premises balloting and serving as tellers of the election. Trustees are ineligible to serve on the Election Committee. Such election shall be conducted in accordance with formal procedures adopted by resolution by the Board of Trustees.

**1.d. Insufficient Number of Candidates.**

In the event there are not more candidates than the number of openings on the Board of Trustees, the election process shall be by-passed and the Secretary of the Board of Trustees shall cast one ballot unanimously electing the slate.

**Section 2. Place of Balloting.**

The election of the new Trustees of the Community Association shall be held at Fernwood Clubhouse on the second Monday in September in each year. If the election of new Trustees shall not be held on the day designated herein, the Board of Trustees shall cause the election to be held as soon as possible.

**Section 3. Quarterly Meetings of Trustees with the Residents.**

The Trustees shall meet with the residents a minimum of four (4) times during the fiscal year. This does not include the "Sunshine Meetings".

**Section 4. "Sunshine Law" Open Meetings of Trustees with Residents.**

Once a month the Trustees will meet with the Residents to affirm the condition of the Village on any problems or suggested changes of action presently being taken.

**Section 5. Special Meetings of Trustees.**

After the first annual, monthly or special meeting of the Community Association, special meetings may be called by the President whenever he/she deems such a meeting advisable and shall be called by the Secretary when so ordered by the Board of Trustees. Such request shall state the purpose or purposes of such meeting and the matters proposed to be acted on thereat. The Secretary shall give notice stating the purpose or purposes of the meeting to all Trustees upon no less than (5) days written notice, unless notice of said meeting is waived by all Trustees.

**Section 6. Notice of Trustees' Meeting.**

Except as otherwise provided by law, notice of each annual meeting of the Trustees, shall be given not less than ten (10) days nor more than ninety (90) days before the day on which the meeting is to be held, to the Trustee at his last known address, by delivering a written or printed notice thereof to him personally, or by, mailing such notice, postage prepaid. Except where expressly required by law, no publication of any notice of a meeting of Members shall be required. Every such notice shall state the time and place of the meeting and shall state briefly the purposes thereof.

**Section 7. Quorum.**

At each meeting of the Trustees, representation of a majority of the votes entitled to be cast, in person, shall constitute a quorum for the transaction of business except where otherwise provided by law. In the absence of a quorum, the Trustees present in person and entitled to vote, by majority vote, may adjourn the meeting from time to time, until a quorum shall be present. At any such adjourned meeting at which a quorum may be present, any business may be transacted which might have been transacted at a meeting as originally called.

**Section 8. Organization.**

At each meeting of the Trustees, the President, or in his absence, the Vice President, or in the absence of all of them, a Chairman chosen by a majority vote of those votes entitled to be cast, shall act as Chairman, and the Secretary, or in his absence, a person whom the Chairman shall appoint, shall act as Secretary of the meeting.



**Section 9. Voting.**

Except as otherwise required by law, a quorum being present, a majority of all those votes entitled to be cast in person shall be sufficient to carry those matters which are to be voted upon.

**ARTICLE IV - BOARD OF TRUSTEES**

**Section 1. Regular Meetings.**

Regular meetings of the Board of Trustees may be held at such times and places as shall be determined from time to time by a majority of the Trustees, but at least four (4) such meetings shall be held during each fiscal year.

**Section 2. Waiver of Notice.**

Before or at any meeting of the Board of Trustees, any Trustee may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Trustee at any meeting of the Board shall be deemed a waiver of notice by him of the time and place thereof. If all the Trustees are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

**Section 3. Removal of Trustees.**

**3.a. Majority Vote.**

At any special meeting of the Community Association duly called, any one or more of the Trustees may be removed with cause by a majority vote of at least 524 of the members of the Community Association including those present or voting by absentee ballot. The procedures cited in Article III, Section 1.b. will be followed to fill the vacancy thus created. Any Trustee whose removal has been proposed shall be given an opportunity to be heard at the meeting.

**3.b. Meetings Missed.**

Any Trustees missing three or more consecutive meetings at which binding votes may be taken may be removed by a majority vote of the Board of Trustees.

### **3.c. Failure to Comply with Assigned Duties.**

Any Trustee's failure to execute the duties assigned by these By-Laws either willfully or through negligence or without just cause shall result in the immediate removal from the Board of Trustees by a majority vote of the Board.

### **Section 4. General Powers.**

The property, affairs and business of the Community shall be managed by the Board of Trustees, which shall have all those powers granted to it by law, the Certificate of Incorporation of the Community Association, and by these By-Laws or any Declaration of Covenants and Restrictions or other instrument which vests any rights or obligations in the Community Association with respect to the powers herein granted or necessarily implied which it shall exercise in its sole discretion.

#### **4.a. Employment - Insurance/Security Bond.**

Employ any person, firm or corporation, to repair, maintain and renovate all Community facilities, to seed, sod, plant, transplant, prune, fertilize, water, cut, destroy, pull plants up or out, spray substances, put pesticides or other chemical or biological agents (government approved) in, under or above the water or grounds, grass, trees, streams, waterways, and the right to dam or alter the flow thereon on the community lands, build, erect, repair, maintain and renovate the recreation facilities, build, erect, repair maintain and renovate roads, walks or paths; lay pipes, culverts; bury utilities; put up lights or poles, erect signs and traffic and safety controls of various sorts, any person, firm or corporation so employed shall be adequately insured. A completion bond may be required if the Board of Trustees deems it necessary.

#### **4.b. Responsibilities.**

Employ or contract for garbage, trash removal, snow plowing or removal from roads, walkways (over 4") and parking areas; painting, building, repairing, renovating, remodeling; leasing or selling; any person, firm or corporation so employed shall be adequately insured.



**4.c. Employment.**

Investigate, hire, pay, supervise and discharge the personnel necessary to be employed in order to properly maintain and operate the Community Association property. Compensation for services of such employees (as evidenced by certified payroll) shall be considered as operating expense of the Community Association. In the event a Manager or Administrator is hired by the Board of Trustees to administer the affairs of the Community Association, he or she shall not be or become a resident of Whiting Village.

**4.d. Employment Duties.**

Cause all facilities, buildings and improvements which it is responsible to maintain, to be maintained according to accepted standards, including but not limited to, interior and exterior cleaning, painting and decorating, plumbing, steam cleaning, carpentry and such other normal maintenance and repair work as may be necessary.

**4. e. Premises Maintenance.**

Take such actions as may be necessary to comply properly with any and all orders or requirements affecting the premises maintained by the Community Association placed hereon by any federal, state, county or municipal authority having jurisdiction thereover and by order of the ISO or other similar bodies.

**4.f. Road Maintenance.**

Provide for maintenance of roads, walkways and parking areas.

**4.g. Refuse Removal.**

Provide for the removal of refuse.

**4.h. Security.**

Provide for security protection as necessary.

#### **4.i. Insurance Coverage.**

Place and keep in force all insurance coverages required to be maintained by the Community Association, together with the following coverages applicable to the Community Association, its Members and the Property. In the event of any insurance loss to the building or structural portion of the property, the homeowner will be responsible for the first \$250 of the deductible amount and the Community Association will be responsible for the payment of any deductible amount in excess of \$250. – unless the homeowner is found to be negligent, in which case he or she will be assessed the full amount of the deductible.

#### **4.i. (1) Broad Form Insurance.**

Broad form (all risk) insurance against loss by lightning, windstorm and other risks normally included within extended coverages, insuring all structural portions of the Property, together with all service machinery contained therein and covering the interest of the Community Association, the Board of Trustees and all Members, in an amount equal to the full replacement value of the buildings, without deduction for depreciations.

All such policies shall provide that adjustment of loss shall be made by the Board of Trustees with the recommendation of the Insurance Consultant and that the net proceeds thereof shall be payable to the Board of Trustees.

All policies of physical damage insurance shall, to the extent obtainable, contain waivers of subrogation and waivers of any defense based, on co-insurance or of invalidity arising from any acts of the insured, and shall provide that such policies may not be canceled or substantially modified without at least sixty (60) days prior written notice to all of the insured. Prior to obtaining any policy of fire insurance or any renewal thereof, the Board of Trustees shall obtain a qualified appraisal of the full replacement value of all the Property which the Community Association is responsible to insure, without deduction for depreciation, for the purposes of determining the amount of fire insurance to be effected pursuant to this Section.

#### **4.i. (2) Public Liability Insurance.**

To the extent obtainable, public liability insurance in such limits as the Board of Trustees may, from time to time, determine covering each member of the Board of



Trustees, the managing agent, the manager, and each resident. Such public liability coverage shall also cover cross liability claims of one insured against another. The Board of Trustees shall review such limits once a year. Until the first meeting of the Board of Trustees following the first annual meeting of the Trustees, such public liability insurance shall be in amounts not less than \$1,000,000.00 for claims for bodily injury and property damage and in no event shall said coverage be reduced without approval by a majority of the votes entitled to be cast by the membership.

**4.i. (3) Insurance Consultant.**

The Board of Trustees may appoint an Insurance Consultant for the Purposes mentioned herein. Said Insurance Consultant shall not be a resident nor a member of the Community Association, and shall discharge his/her duties in accordance with these By-Laws.

**4.j. Borrow and Repay Moneys.**

Borrow and repay moneys, giving notes, mortgages or other security upon such term or terms as it deems necessary.

**4.k. Investment.**

Invest and reinvest moneys, sue and be sued; collect interest, dividends, capital gains, exercise rights; pay taxes; make and enter into contracts; insure; enter into leases or concessions as to pass good and marketable title without the necessity of any third party seeing to the application of the funds; make and execute any and all proper affidavits for various purposes, including but not limited to, title of real estate; compromise any action without leave of court; insure its own liability for claims against it or for damage to the Community Association, including moral claims; and all other powers contained herein, and those necessary and incidental thereto, investments of surplus moneys shall be invested in government insured funds.

**4.l. Powers.**

The powers herein granted or necessarily implied shall be construed to favor the broadest discretion of the Board of Trustees.

## **Section 5. Rules and Regulations.**

Without limiting the generality of the foregoing, the Board of Trustees shall have the right to make reasonable rules and regulations as to the conduct of the Members or occupants and guests with respect to the Community Facilities to preserve, protect and enhance the same, to prevent waste, erosion, depletion, to protect plantings, to water, banks, streams, dams, bridges, fish, birds, to destroy pests and pursuant to such authority to temporarily prohibit the Members or such occupants from enjoyment of access to or over such Community Property and Community Facilities for such reasonable periods as the Board, in its sole discretion, shall deem necessary from time to time. The Board shall have the further right, upon the same terms and conditions as set forth in this paragraph to make and enforce reasonable rules to maintain the common properties in their natural state; for the use of the recreational facilities and the conduct, dress, manner and deportment of the Members, including the scheduling of use and such other rules and regulations as may be necessary for the health, safety and welfare of the users thereof. This power shall be deemed to include the power to bar, limit or charge fees for the use of recreational facilities and to limit their number, time, use or deportment upon facilities.

## **Section 6. Restrictions Applicable to the Property.**

In order to preserve the character of Whiting Village as a senior citizen residential community and for the protection of the value of the Homes therein, the Community Association declares that the Property shall be subject to all covenants, easements and restrictions of record and to the restrictions herein set forth, all of which shall be perpetual in nature and run with the land.

“The Property” as used in these By-Laws shall mean and refer to those real property premises described in Exhibit A attached to the Declarations of Covenants and Restrictions for the several sections of Whiting Village, together with any lands or premises which may hereafter be lawfully subjected to the provisions of said Declarations.



**6.a. Age Requirements.**

The residents of the Community Association shall be, and hereby are, restricted by covenant to residents who (1) are at least fifty-five (55) years of age or older; or (2) in the case of married couples or domestic partnerships, at least one (1) of whom is fifty-five (55) years of age or older; provided, however, that not more than (1) person nineteen (19) years of age or older may reside with a parent or legal guardian. The intent of this section is to ensure that residency in the Community is age restricted.

**6. b. Private Residence.**

No Home shall be used for any purpose other than as a private residence.

**6.c. Access Obstruction.**

There shall be no obstruction of access to any Common Properties as shown on Manchester Township tax map. The use of storage areas, if any, shall be in accordance with the Rules and Regulations promulgated by the Board of Trustees.

**6. d. Prior Written Consent of the Trustees.**

No resident shall build, plant, or maintain any matter or thing upon, in, over or under the Property without the prior written consent of the Trustees, except that a resident may (1.) plant flowers, trees, shrubbery and gardens within the area immediately adjacent to his or her unit, provided such plantings do not interfere with the lawn maintenance personnel or equipment or form a growing fence delineating or separating one property from another; and (2) Plant and maintain flowers and shrubbery in the beds immediately adjacent to his house. No person shall place trash, garbage, excess materials of any kind on or about the property except in designated receptacles, nor burn, chip or cut anything on, over or above the Property. Residents shall not have any right to paint or otherwise decorate or change the appearance of any portion of the exterior of any building without the prior written approval of the Trustees and if permission has been granted, complete responsibility for proper maintenance becomes the homeowner's. All electrical or plumbing alterations must be made by a licensed workman conforming to the local code. All new changes or improvements should receive Trustee approval, but the owner must have the right to

cope with an emergency. It is the resident's responsibility to promptly report to the Board of Trustees any defect or need for repairs for which the Community Association is responsible.

**6. e. Resident Responsibility.**

Houses are owned fee simple therefore the owner is fully responsible for repair and upkeep of the interior. However, the Trustees, its agents and employees may effect emergency (or other necessary repairs) which the resident has failed to perform and charge the cost of the same to the resident(s) involved.

**6.f. Insurance.**

Nothing shall be done or kept in any Home which will increase the rates of insurance of the Building(s) or the contents thereof beyond the rates applicable for Homes, without the prior written consent of the Board of Trustees. No residents shall permit anything to be done or kept in his Home or in or upon the Common Property which will result in the cancellation of insurance on any of the Buildings or the contents thereof, or which will be in violation of any law.

**6.g. Exterior.**

No clothes, sheets, blankets, laundry of any kind or any other articles shall be hung out or exposed on any part of the Property nor shall anything be hung, painted or displayed on the outside of the windows or placed on the outside walls or outside surfaces of doors of any of the Buildings and no signs, or radio or television antennas shall be affixed or placed upon the exterior walls or roof or any part thereof, nor relocated or extended, without the prior written consent of the Board of Trustees. Satellite dishes are acceptable, but do require a "Permission Request Form" to be completed. The display or use of items visible in the interior of any Building from the exterior thereof, shall be subject to the Rules and Regulations of the Community Association. Owners shall not cause or permit any signs to be displayed on the Property advertising a contractor, sale or lease of their home, except for notification to office for approval for a weekend open house.



**6.h. Animals.**

No animals, fowl or reptiles of any kind shall be bred in any Home or upon Common Property.

**6.i. Noxious or Offensive Activities.**

No noxious or offensive activities shall be carried on, in or upon the Property or in any Home, nor shall anything be done therein either willfully or negligently which may be or become an annoyance or nuisance to the other residents in Whiting Village.

**6.j. Structural Integrity.**

Nothing shall be done to any Home which will impair the structural integrity of any Building or which will structurally change a Building. Interior alterations and/or improvements shall be made at the Resident's responsibility. No residents may make any structural additions, alterations or improvements to his Home without the prior written approval of the Trustees or impair any easement without the prior written consent of the Trustees. The Board of Trustees shall have the obligation to answer in writing any written request received by it from a Resident for approval of a proposed structural addition, alteration or improvement in such Resident's Home. Any application to any municipal authority for a permit to make an addition, alteration or improvement in or to any Home must be approved by the Trustees and, if approved, may then be submitted by the Resident. Such approval, however, shall not incur any liability on the part of the Community Association to any contractor, subcontractor, or material man on account of such addition, alteration or improvement, or any person having any claim for injury to person or damage to property arising therefrom. The Resident shall furnish the Board of Trustees with a copy of any such permit which he has procured.

**6.k. Fencing, Hedge, Growing Fence.**

In no event shall there be erected or planted upon any Lot any fabricated fence, (wood, metal, etc.) hedge or other growing fence, which delineates or separates one property or portions of one property from another.

**6.l. Trucks or Commercial Vehicles.**

No trucks or other commercial vehicles may park overnight and no boats, trailers, campers or mobile homes may be parked on any part of the Property, except (1) in areas specifically designated for such purpose by the Board of Trustees; and (2) for those vehicles temporarily on the Property for purposes of servicing the Property itself, or one of the Homes. No trucks shall use the driveway of a Home for any purpose. No activity, use or practice shall be permitted on the Property which is a source of annoyance to residents or which interferes with the peaceful possession and proper use of the Property by its residents. All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed.

**6.m. Rules and Regulations; Fines.**

The Board shall have the power to promulgate, adopt and publish such Rules and Regulations as may be necessary to carry out the intent of these use restrictions, and shall have the right to bring lawsuits to enforce the Rules and Regulations so promulgated. Without limiting the foregoing, to the extent that New Jersey law may permit, the Board of Trustees shall also have the right to levy fines for a violation of the governing documents, provided that the fine for a single violation may not, under any circumstances, exceed the maximum amount permitted by law at the time of the violation. Each day that a violation continues after notice, via certified and regular mail, to the unit owner shall be considered as a separate violation. Any fines so levied shall be considered as a common expense to be levied against the particular Unit Owner involved, and collection may be enforced by the Board in the same manner as the Board is entitled to enforce collection of common expenses.

**6.m. (1) Violation Referral.**

Alleged violations of the By-Laws, Rules and Regulations shall be referred to the Board of Trustees by written and signed allegation, no signature or name shall be revealed or published.



**6.m. (2) Investigation of Violations.**

The Board of Trustees shall cause an investigation to be made of the allegation to determine whether there is a possible violation.

**6.m. (3) Owner Notification.**

If the Board of Trustees' investigation discloses a violation of the Rules and Regulations, or the Associations' governing documents, the Board of Trustees shall notify the Owner in writing of the Violation and order the Owner to cease and desist from further Violation. The Cease and Desist Order may provide a grace period before the fine shall be levied, shall advise the Owner of his or her right to a hearing, and that a fine shall be assessed for each day the Violation continues unabated.

**6.m. (4) Hearing.**

If requested by the Owner, the Board of Trustees shall conduct a hearing of the alleged violation. A copy of this violation will be provided to the alleged violator before the hearing. At the hearing, there shall first be established the existence of a violation before the Owner shall be required to defend and rebut the accusations. Upon the conclusion of the hearing the Board shall determine whether a violation is present, and if so, the fine to be levied upon the Owner for each day the violation has continued. Fines may be levied against the Owner's tenant, and the Owner shall be jointly and severally liable with his tenant for the payment of same. In the event the Board of Trustees institutes legal action for collection of any fines, or to enjoin the continuation of any violation, whether the herein procedure has been utilized in whole or in part by the Board of Trustees the Owner(s) shall be responsible for payment of reasonable attorneys' fees of the Community Association, plus interest and costs of suit.

The various rights, duties, powers and responsibilities of the Association, expressed in these By-Laws and in the Declaration of Covenants are cumulative and the failure of the Association to enforce strict performance by any Owner of the conditions and covenants, or to exercise any election or option or to resort or have

recourse to any remedy herein conferred or the acceptance by the Association of any monthly carrying charges or such other charges and assessments as it may establish, after any breach by the member, in any one or more instances, shall not be construed or deemed to be a waiver or a relinquishment for the future by the Association of any such conditions and covenants, options, elections or remedies, but the same shall continue in full force and effect.

**6.n. Mortgage.**

Each Owner shall have the right to mortgage or encumber his Home, provided such mortgage or encumbrance is made to a bank, mortgage banker, trust company, insurance company, savings and loan association, pension fund or other institutional lender or private party or is a purchase money mortgage made to the Declarant, or to the seller of a Home.

**6.o. Utilities.**

Each owner shall pay for his own telephone, and other utilities, if any, which are separately metered or billed to each user by the respective utility company. Utilities which are not separately metered or billed shall be treated as part of the maintenance fees.

**6.p. Garbage.**

Each Owner shall be responsible for placing all garbage in enclosed receptacles provided by the Community Association made of metal or other material of similar durability which shall be stored, except on collection days, in such a manner so as to not be visible from neighboring Units or the street.

**6.q. Garbage Disposal Unit.**

No garbage disposal unit or mechanism shall be installed or used in any Home.



**6.r. Sale and/or Lease of Property.**

**6.r. (1) Approval.**

Anyone wishing to lease or sell **his/her** Home **must notify the Board of Trustees** and list the names of the new residents, and furnish the new residents with a copy of the current By-Laws and Rules and Regulations, and new residents must sign a statement stating that they have read them and agree to abide by same, as well as a copy of the “proof of age” and or “Lease” or “Closing Statement” and an updated “Emergency Notification List”.

**6.r. (2) Private Sale.**

The Owner of a house and property has the right to sell privately without a real estate broker. The Owner may employ any real estate broker to sell the property and pay that broker’s commission. No other commissions need to be paid in the above situation.

**6.r. (3) Family/Heirs.**

The provisions of this section shall not apply with respect to any sale, conveyance, lease, gift, devise, bequest or inheritance by any Home Owner of his interest to his spouse, to any of his children or his parents or parent, or to his brothers or sisters or heirs or any one or more of them. However, the Board of Trustees must be notified of any of the above changes of ownership.

**6.r. (4) Notification of Terms of Sale.**

Any Home Owner who wishes to sell or lease his Home shall at least fifteen (15) days prior to accepting any offer to buy or lease, give to the Board of Trustees written notice of the terms of said sale, or lease, which notice shall specify the name and address of the offeror.

**6.r. (5) Lending Institution.**

The foregoing **Notification** shall not apply to a transfer to or purchase by a lending institution which acquires its title as a result of owning a mortgage upon the Home by deed from the mortgagor or through foreclosure proceedings. Nor shall such provisions apply to a transfer, sale or lease by a lending institution who so acquired its title. Neither shall such provisions require the approval of the purchaser who acquires title to a Home at a duly authorized and advertised public sale with open bidding, which is provided by law, such as but not limited to execution sale, foreclosure sale, judicial sale or tax sale.

**6.r. (6) Leasing.**

Prior to any rental, a Home Owner must occupy the home for a minimum of one (1) year. Any and all Leases are subject to the approval of the Board of Trustees of the Community Association. Any additions, deletions or corrections to said Lease by the Landlord and each Tenant must be approved by the Association. In addition, both Landlord and each Tenant must execute a "Tenant Agreement Form," and a "Lease Rider." When said Lease and Lease Rider, as well as Tenant Agreement Form have been signed by the Landlord and each Tenant, it must be submitted to the Association at least ten (10) days prior to the beginning of the rental term along with an administrative processing fee. Review by the Board and approval of each lease shall not begin unless and until the applicable processing fee has been submitted to the Association. Each time a new/different Tenant moves in, a separate Lease, Lease Rider and Tenant Agreement Form must be submitted to the Board for review and approval together with the applicable Administrative Lease Rider Fee. Moreover, no lease or occupancy of a unit shall be permitted unless a true copy of the lease is furnished in advance to the Association, as set forth above, together with the current address and phone numbers of both the owner and the lessee, as well as proof of age of the lessee. In addition, the owner of the unit shall not have the right to utilize the common elements during any period that said unit is rented. No unit owner may lease less than an entire unit. No lessee shall be entitled to vote on any issue at any special and/or open and/or regular meeting of the Association. No dwelling unit shall be rented by the owner for any period less than twelve (12) consecutive months. Subject to the foregoing restrictions, the unit owner shall have the right to lease their units provided that a lease is in writing and made subject to all provisions of the condominium and/or governing documents of the Association and other documents referred to herein,



including the right of amendment contained therein, and provided further that any failure of the lessee to full comply with the terms and conditions of such documents shall constitute a material default under the lease and be grounds for termination and eviction. In the event a tenant of a unit fails to comply with the provisions of the Condominium Documents then, in addition to all other remedies which it may have, the Association shall notify the unit owner of such violation(s) and demand that the same be remedied through the unit owner's efforts withing thirty (30) days after such notice. If such violation(s) is not remedied within said thirty (30) day period, then the unit 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 unit 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 unit owner and at the unit 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 unit 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 unit owner does thereby automatically and irrevocably name, constitute, appoint and confirm the Board as his attorney-in-fact for the purposes described in this Section. A unit owner may not lease a unit unless the lease expressly assigns to the Association all rents due under the lease in the event of any delinquency in the payment of Common Expenses 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 Common Expenses and other charges are due and payable to the Association with respect to the unit.

In the event of the death of a member, and transfer of the unit to a child, and/or next of kin under the age of fifty-five (55), then and in that event the one (1) year residency requirement contained herein shall not apply.

**6.r. (7) Lease to Corporation.**

In the event of any transfer or lease of any Home to a corporation, the approval of the corporation's ownership may be conditioned by requiring that all present or future occupants thereof shall first be approved by the Board of Trustees.

**6.r. (8) Congeniality.**

The foregoing provisions have been established in order to maintain a community of congenial residents in Whiting Village and to assure the approval and responsibility of each Home Owner to pay those obligations required to be paid by said Home Owner. Under no circumstances may the provisions hereof be used to foster discrimination or to deny the purchase of any Home on account of a person's race, religion, creed or place of national origin.

**Section 7. Non Waiver.**

All the rights, duties and privileges of the Board shall be deemed to be continuing and shall not be exhausted by any single act or series of acts. To the same extent, the failure to use or employ any remedy or right hereunder or hereafter granted shall not preclude its exercise in the future or shall any custom bind the Board.

**Section 8. Compensation.**

No compensation shall be paid the Trustees for any services rendered to the Community Association as Trustees, except that they may be reimbursed for "out of pocket" expenses incurred in connection with the Community Association business.

**ARTICLE V - OFFICERS**

**Section 1. Designation.**

The principal officers of the Community Association shall be a President, Vice-Presidents, Secretary, Treasurer and Sergeant-At-Arms, all of whom shall be members of the Board of Trustees. The Board may also appoint such other Assistant Treasurers and Assistant Secretaries as in their judgment may be necessary. Any two offices, except that of President and Vice President, may be held by one person.



**Section 2. Election of Officers.**

The officers of the Board of Trustees shall be elected annually by the Board of Trustees before the first Board of Trustees and Residents Annual Meeting held in September, and such officers shall hold office at the pleasure of the Board.

**Section 3. Removal of Officers.**

Upon an affirmative vote of a two-thirds majority of the members of the Board of Trustees, any officer may be removed, with cause, and his successor elected at any regular meeting of the Board of Trustees, or at any special meeting of the Board called for such purpose.

**Section 4. President.**

The President shall be the chief executive officer of the Community Association. He/she shall preside at all meetings of the Community Association and of the Board of Trustees. He/she shall have all of the general powers and duties which are usually vested to the office of President of the Community Association, including but not limited to the power to appoint committees from among the Members of the Community Association from time to time as he may in his discretion deem appropriate TO ASSIST IN THE CONDUCT OF THE AFFAIRS OF THE community association.

**Section 5. Vice-Presidents.**

The Vice-Presidents shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. The Vice-Presidents shall also perform such other duties as shall from time to time be imposed upon them by the Board of Trustees.

**Section 6. Secretary.**

The Secretary shall keep the Minutes of all meetings of the Board of Trustees and the Minutes of all meetings of the memberships of the Community Association.

He/she shall have charge of such books and papers as the Board of Trustees may direct, as well as the corporate seal; and he/she shall, in general, perform all the duties incident to the office of the Secretary.

**Section 7. Treasurer.**

The Treasurer shall have the responsibility for the Community Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Community Association. He/she shall be responsible for the deposit of all moneys and other valuable effects in the name, and to the credit of the Community Association in such depositories as may from time to time be designated by the Board of Trustees. The Treasurer shall provide an annual statement as of June 30<sup>th</sup> for all Home Owners. The outgoing Treasurer shall also furnish a Financial Statement at the end of his term of office subject to an audit.

**Section 8. Sergeant-at-Arms**

The Sergeant-at-Arms is to maintain order, bring forth and introduce any guests to the Board of Trustees, see that all of the meeting accoutrements are in order before the meeting, and any other assignments requested by the Board of Trustees.

**Section 9. Other Duties and Powers.**

The officers shall have such other duties, powers and responsibilities as shall, from time to time, be authorized by the Board of Trustees.

**Section 10. Blanket Bond.**

A Blanket Bond shall be furnished covering all Trustees.



## ARTICLE VI - FISCAL MANAGEMENT

### **Section 1. Fiscal Year.**

The fiscal year of the Community Association shall commence upon the first day of April. The commencement date of the fiscal year herein established shall be subject to change by the Board of Trustees.

### **Section 2. Books and Accounts.**

Books and Accounts of the Community Association shall be maintained under the supervision and at the direction of the Treasurer and in accordance with regularly accepted accounting procedures. The financial records of the Community Association shall be available at the principal office of the Community Association for inspection at reasonable times by any member of the Community Association, upon written request to the Secretary of the Community Association.

### **Section 3. Auditing**

The books and records of the Community Association shall be audited at the conclusion of each fiscal year by a Certified Public Accountant, retained by the Board of Trustees. Thereafter, the Community Association shall furnish its members with a copy of the auditor's report.

### **Section 4. Corporate Documents.**

All instruments and documents shall be reviewed by the Board of Trustees at a regular meeting and executed on behalf of the Community Association by the President or Vice-President and one other officer of the Community Association. All checks shall be signed by any two of four Trustee officers.

### **Section 5. Safe Deposit Box.**

A safe deposit box shall be obtained and admission thereto be permitted to such members of the Board of Trustees as they may designate.

## **ARTICLE VII - AMENDMENTS**

These By-Laws, or any of them, may be altered or repealed, or new By-Laws may be made, by the affirmative vote of a majority of at least half those members of the Community Association entitled to vote as set forth in Article II, Section 3 (Membership-Allocation of Votes) - i.e., one vote per unit regardless of number of Owners. In this regard, in order for the By-Laws, or any of them, to be altered and/or repealed, or new By-Laws made, a minimum of at least 525 total votes must be cast, and a majority of the total votes cast must affirmatively vote in favor of the proposed change. Such vote is to be cast in person or by absentee ballot. A proposed amendment shall be presented to the membership for vote thereon (1) upon the majority vote of the Board of Trustees, or (2) by petition signed by the owners of at least 15% of the houses in the Community. The proposed amendment shall be accompanied by a notice of a special meeting called for the purpose of voting on the proposed By-Law amendment. Voting on such amendment shall be in person or by absentee ballot. An affirmative vote, by a majority of at least half of those entitled to vote, provided a minimum of at least 525 total votes are cast, shall constitute an adoption of the amendment.

## **ARTICLE VIII - ENFORCEMENT**

The Board of Trustees on behalf of the Community Association shall have the power, at its sole option to enforce the terms of this instrument or any rule or regulation promulgated pursuant hereto, by any or all of the following: self help, by sending notice to the offending party to cause certain things to be done or undone; by restoring the Community Association to its original position and charging the breaching party with the entire cost or any part thereof; by taking any other action before any court, summary or otherwise, as may be provided by law; by complaint to the duly constituted authorities. See also Article IV, Section 7.



## **ARTICLE IX - NOTICE**

Any notice required to be sent to any Member under the provisions of the Declaration of Covenants and Restrictions or the Certificate of Incorporation or these By-Laws shall be deemed to have been properly sent, and notice thereby given, delivered personally or when mailed, by regular post, with postage prepaid, addressed to the Member or Owner of the last known post office address of the person who appears as a Member on the records of the Community Association at the time of such mailing. **Such notification shall conform to the "Sunshine Law", and notice to one of two or more co-owners of a Lot shall constitute notice to all co-owners.** It shall be the obligation of every member to immediately notify the Board of Trustees of the Community Association in writing of any change of address.

## **ARTICLE X - COMMITTEES**

### **Section 1. Standing Committees and Special Committees.**

The President shall appoint from time to time such standing and special committees as he may deem appropriate.

## **ARTICLE XI - INDEMNIFICATION OF BOARD OF TRUSTEES AND AGENTS AND LIABILITY OF TRUSTEES AND OFFICERS**

### **Section 1. Warrants and Guarantees.**

The Community Association hereby warrants and guarantees to its officers, Trustees, representatives, and agents, that if they should ever be sued in any manner whatsoever or if they should ever be held liable in any manner whatsoever on any obligation, paper or document signed by them, or any of them, in the ordinary and prudent course of the Community Association business, or should said officers, Trustees, representatives, or agents ever be sued or be held liable with respect to any transaction of any nature whatsoever connected with the conduct of said Community Association business, the Community Association will at all times indemnify and save said officers, Trustees, representatives or agents harmless from and against any and all liability for damages, loss, costs, charges and attorney's fees which they shall

or may at any time sustain or incur by reason or in consequence of their operation of the said Community Association, and Community Association will pay over, reimburse and make good to them any and all moneys which shall become due and owing by reason of any of the occurrences described above.

**Section 2. Protection.**

This guarantee and indemnification agreement will protect said officers, Trustees, representatives and agents who have acted in good faith and in a manner reasonably believed to be in or not opposed to the best interest of the Community Association and with respect to any criminal proceedings grounded upon acts for which they had no reasonable cause to believe their conduct was unlawful; however, the Community Association will not indemnify those who have not acted in good faith or in a manner reasonably believed to be in the best interests of the Community Association or officers, Trustees, representatives, or agents that knowingly commit criminal acts.

**Section 3. Application.**

This guarantee and indemnification agreement shall apply to and inure to the benefit of the Trustees and any officer, representative or agent of the Community Association, so designated by the Board of Trustees.

**Section 4. Premiums.**

The Board of Trustees shall obtain and maintain adequate insurance to cover indemnification as outlined in this Article. The premium shall be paid for by the Community Association.

**Section 5. Liability.**

The Trustees, representatives and officers of the Community Association shall have no liability to the Community Association or any of its members except for willful misconduct. It is their duty to act in a wise, prudent fashion.



**ARTICLE XII - COMMON EXPENSES, MAINTENANCE CHARGES  
AND ASSESSMENTS**

**Section 1. Determination of Common Expenses and  
Fixing of Maintenance Charges.**

The Board of Trustees shall from time to time, and at least annually, prepare a budget for the Association, determine the amount of the maintenance charges payable by the members to meet the common expenses of the Association and allocate and assess such maintenance charges among the members. The budget shall be printed in its entirety and distributed to the membership upon its completion. A Whiting Village Community Association meeting shall be held prior to the Board of Trustees taking final action on said budget. The time, place and manner in which the Whiting Village Community Association meeting shall be held shall be determined by the Board of Trustees. The common expenses shall include without limitations, the cost of all insurance premiums on all policies of insurance. The maintenance expenses may also include such amounts as the Board of Trustees may deem proper for the administration, operation, maintenance, repair and replacement of the property, including, without limitation, an amount for working capital of the Association, for a general operating reserve, for a reserve capital of the Association, for a reserve fund for any prior year. The common expenses may also include such amounts as may be required for the purchase or lease by the Board of Trustees or its designee, corporatee or otherwise, on behalf of the members of any Unit whose owner has elected to sell or lease such Unit, any Unit which is to be sold at the foreclosure or other judicial sale and/or a Unit for use by the Board of Trustees. The Board of Trustees shall advise all members promptly in writing of the amount of the maintenance charges payable by each of them as determined by the Board of Trustees as aforesaid and shall furnish copies of each budget on which such maintenance charges are based to all members. The assessment against each home for the exterior maintenance and repair of the building and for lawn mowing, fertilizing, and liming shall be equal. All other assessments for all homes and house units shall be equal for each home or house unit.

## **Section 2. Involuntary Assessments.**

Adequate fire and other insurance, including public liability shall be carried to cover any and all buildings that may be partially or totally destroyed by fire, or other casualty for full restoration. However, in the event any facility pertaining to the health, transportation or safety of the members of the Community Association shall be required to be replaced, repaired, restored or constructed, or in the event any applicable governmental authority having jurisdiction shall require a capital expenditure in order that the Community Association comply with any applicable statute, law, code or regulation and there are not enough funds in the Reserve/Contingency Account to cover the cost, then a special assessment shall be levied equally among all housing units.

### **Section 2.a. Property Damage or Destruction.**

In the event a member, or his guest or guests, shall damage or destroy Community Association property or expose Community Association property to loss or damage, the Board of Trustees shall assess such member the cost and expense incurred in repairing the damage or replacing the property, or in protecting the property from loss or damage, as the case may be.

## **Section 3. Voluntary Assessments.**

In the event that a majority of the membership of the Community Association shall elect to make a capital improvement or replacement in excess of \$10,000 upon the Community lands, or for any other lawful purpose, then and in such event the Board of Trustees shall assess all of the members of the Community Association as provided for in the Resolution authorizing the improvement.

## **Section 4. Payment of Maintenance Charges.**

All members shall be obligated to pay maintenance charges assessed by the Board of Trustees pursuant to the provisions of Section 1 of this article XII, and at such times (but not less than annually) as the Board of Trustees shall determine. The maintenance charges shall be due and payable monthly in advance on or before the



1<sup>st</sup> day of the month and delinquent payments shall be enforced as all other rules and regulations set forth in Article IV Section 6 (m). The Association, on behalf of the members, shall have a lien on each Unit for unpaid maintenance charges assessed against such Unit by the Association. Such lien shall be subordinate to the lien of a prior recorded first mortgage to which the Unit is subject.

**Section 5. Collection of Maintenance Charges and Assessments.**

The Board of Trustees shall take prompt action to collect maintenance charges and assessments due from any member which remain unpaid for more than twenty-five (25) days after the due date for payment thereof.

**Section 6. Default in Payment Of Maintenance Charges or Assessments.**

In the event any member shall fail to make full payment of his maintenance charges or assessments within fifteen (15) days from the date due, such member shall be obligated to pay a late charge of fifteen (\$15.00) dollars per month on such unpaid maintenance charges or assessments computed from the due date thereof until paid, together with all expenses, including, without limitations, attorney's fees and court costs, paid or incurred by the Board of Trustees or by the managing agent or manager in any proceeding brought to collect such unpaid maintenance charges or assessments or in any action to foreclose the lien on such Unit arising from said unpaid maintenance charges or assessments. Such penalty and collection expenses shall be added to and deemed part of said unpaid maintenance charges or assessments, and the Association shall have a lien for all of the same (as well as the unpaid Common Charges) upon the Unit of such defaulting member. In the event of any such default by any member, the Association through the Board of Trustees and the manager or managing agent if so authorized by the Board of Trustees, shall have the authority to correct such default, and to do whatever may be necessary for such purpose, and all expenses in connection therewith shall be charged to and assessed against such defaulting member and may be collected in the same manner as an unpaid maintenance charge. Any and all of such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Association or the Board of Trustees. The Board of Trustees shall have the right and obligation to institute all proceedings deemed necessary or desirable by the Board of Trustees to

recover such unpaid maintenance charges together with penalty thereon computed as aforesaid, and the expenses of any such proceeding. The Board of Trustees shall cause to be filed in the public records of Ocean County, liens for unpaid assessments for common expenses or otherwise.

The failure of any member to comply with the provisions of this Article XII within the time prescribed by the Board of Trustees shall be deemed a default of his membership.

**Section 7. Foreclosure of Liens for Unpaid Maintenance Charges.**

In any action brought by the Board of Trustees to foreclose a lien on a Unit because of unpaid maintenance charges, the member shall be required to pay a reasonable rental for the use of his Unit and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same. The Board of Trustees acting on behalf of all members shall have the power to purchase such Unit at the foreclosure sale and to acquire, hold, lease, mortgage, convey or otherwise deal with, (but not to vote the votes appurtenant to) the same. A suit to recover money judgment for unpaid maintenance charges shall be maintainable without foreclosing or waiving the lien securing the same. In the event the net proceeds received on such foreclosure (after deduction of all legal fees, advertising costs, brokerage commissions and other costs and expenses incurred in connection therewith) shall be insufficient to satisfy the defaulting member's obligation to the Association, then such member shall remain liable for the deficit.

**Section 8. Statement of Maintenance Charges.**

The Board of Trustees shall provide any member so requesting the same with a written statement of all unpaid maintenance charges due from such Unit owner.



## **ARTICLE XIII - IMMUNITY OF ASSOCIATION**

Except where there is a willful, wanton or grossly negligent act of commission or omission by the Association, the Association shall not be liable in any civil action brought by or on behalf of a Unit owner, or by or on behalf of the spouse of that person, to respond in damages as a result of bodily injury to the Unit owner or to the spouse of that person, occurring on Association premises, i.e., the community and recreational facilities owned by the Association.

## **ARTICLE XIV - RESALE AND LEASING PROCEDURE**

### **Section 1. Listing of Houses for Sale or Lease.**

The Assistant Secretary shall maintain a list of all housing units being offered for sale or lease, the terms upon which the house is being offered for sale or lease, all unoccupied house units, the names and addresses of all persons, qualified pursuant to Article IV, Section 6.r. (7) of these By-Laws, who may wish to purchase or lease a house unit within the Community. All resale homes must be recorded in the office of the Association.

### **Section 2. Certificate of Good Standing.**

No sale or lease of any house unit shall be consummated and no change in possession shall be permitted unless and until all money owed to the Community Association by the Owner thereof has been paid and a Certificate of good standing has been issued. The Secretary shall issue such certificate of good standing to be effective only upon the receipt by the Association of all money owed it.

## **ARTICLE XV - MISCELLANEOUS**

### **Section 1. Dissolution.**

In the event the Community Association is dissolved, all of its property, both real and personal, shall be sold and the net proceeds thereof shall be distributed equally to the members of the Community Association.

## **ARTICLE XVI - SEAL**

### **Section 1. Seal.**

The Board of Trustees shall provide a suitable seal indicating the name of the Community Association which seal shall be maintained in the custody of the Secretary.

## **ARTICLE XVII - SAVINGS CLAUSE**

Any provision of these By-Laws that shall be judicially declared inconsistent with or in violation of any provision or requirement contained in the Certificate of Incorporation as amended or the laws of the State of New Jersey, shall be deemed inoperative. The remainder of these By-Laws shall not be affected thereby, but shall thereafter continue in full force and effect.