



December 2000

Dear neighbor,

The CLHA Covenants and Restrictions, our Bylaws, is a document whose purpose is to establish the flavor and means of maintaining the community in the highest standards of which we all will be proud. They are our assurance that these properties will continue to be maintained and our property values will continue to thrive.

The document enumerates the guidelines and absolutes which were initiated at the inception of the association and have since been revamped with the general consensus of the CLHA membership.... you, your neighbors and friends.

It has often been remarked by visitors to this community that Colony Lakes is a lovely place in which to live. What advantages we have...our well maintained homes, our pristine lakes, our inviting beach. This doesn't just happen.... it takes work and compliance on the part of all homeowners. We are willing to live by these Bylaws because we care about the environment in which our families and we live and appreciate.

If you own property in Colony Lakes, you are a member of the CLHA and you are subject to these Covenants and Restrictions. Please read them carefully recognizing that these are the standards to which we are all held and which assures us of a residence in a lovely community.

CLHA Executive Board.

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Tab 2

DECLARATION OF COVENANTS AND RESTRICTIONS

APPLICABLE TO THAT PARCEL OF LAND KNOWN AS BEACH HAVEN WEST.

SECTION 12A STAFFORD TOWNSHIP. NEW JERSEY

The Declaration of Covenants and Restrictions applicable to that parcel of land known as Beach Haven West Section 12A, Stafford Township, N.J. and the Bylaws of the Colony Lakes Homeowners Association adopted on May 15, 1990 and recorded in the Ocean County Clerk's Office on July 27, 1990 in Deed Book 4880, Page 122 et. seq. together with the First Amendment dated July 10, 1991 and filed in the Ocean County Clerk's Office on May 12, 1992 in Deed Book 4977, at Page 949 et. seq.; The Second Amendment dated July 10, 1991 and filed in the Ocean County Clerk's Office on August 18, 1992, in Deed Book 5001, at page 568 et. seq.; The Third Amendment dated July 12, 1992 and filed in the Ocean County Clerk's Office on August 7, 1992 in Deed Book 4999, at Page 342 et. seq.; The Fourth Amendment dated October 19, 1993 and filed in the Ocean County Clerk's Office on November 12, 1993, in Deed Book 5109, at Page 772 et. seq.; The Fifth Amendment dated November 27, 2000 and filed in the Ocean County Clerk's Office on November 29, 2000 in Deed Book 10244, at Page 965 et. seq.; The Sixth Amendment dated May 4, 2006 and filed in the Ocean County Clerk's Office on June 11, 2007 in Deed Book 13670, at Page 537 et. seq.; The Seventh Amendment dated October 26, 2013 and filed in the Ocean County Clerk's Office on November 8, 2013 in Deed Book 15682, at Page 85 et. seq.

WITNESSETH:

WHEREAS, the membership of the Declarant are the owners of certain real property located in Ocean County, New Jersey, known by the official plat designation as Beach Haven West, a subdivision located in Stafford Township, pursuant to plats recorded in the office of the county recording officer of Ocean County, New Jersey in the Book of Maps. Attachment I contains a List of Real Properties Subject to This Covenant.

WHEREAS, Declarant desires to provide for the preservation and enhancement of property values, amenities and opportunities and for the maintenance of properties and improvements, and to this end desires to continue to subject the real property described on said plat as Section 12A of the covenants restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof

WHEREAS, the previous Declarant deemed it desirable, for the efficient preservation of values, amenities and environment in said community, to assign to an agency, the CLHA, the powers of owning, maintaining, providing environmental protection and administering the community properties and facilities; administering and enforcing the covenants and restrictions; collecting and disbursing the assessments and charges hereinafter created; and promoting the health and safety of the residents; and

WHEREAS, the former Declarant has incorporated under the laws of the State of New Jersey The Colony Lakes Homeowners Association, Inc., as a nonprofit corporation for the purpose of exercising the functions aforesaid.

NOW, THEREFORE, Declarant, intending to continue to be legally bound hereby, declares that the real property known on the aforesaid plat as Section 12A is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE I. DEFINITIONS

Section 1. **“Association”** shall mean and refer to The Colony Lakes Homeowners Association, Inc. (CLHA), its successors and assigns.

Section 2. **“Common area”** shall mean all real property owned by the association for the common use and enjoyment of the owners. The common area consists of the Upper (Westerly) and Lower (Easterly) lakes and the two beach lots.

Section 3. **“Declarant”** shall mean Colony Lakes Homeowners Association, Inc. (CLHA) and its heirs, successors and assigns provided each member of such successor has acquired one or more lots.

Section 4. **“Lot”** shall mean any plot of land shown on the recorded subdivision map referred to above with the exception of the common area.

Section 5. **“Maintenance”** shall mean the exercise of reasonable care to keep landscaping, lake banks, and lake area in a condition comparable to their original condition. Maintenance of lake banks shall refer to the prevention of erosion through continued bank stabilization.

Section 6. **“Member”** shall mean every person or entity who holds membership in the association.

Section 7. **“Mortgage”** shall mean a conventional mortgage or a deed of trust.

Section 8. **“Mortgagee”** shall mean a holder of a conventional mortgage or a beneficiary under or holder of a deed of trust.

Section 9. **“Owner”** shall mean the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the property, hereinafter described (being Section 12A), and shall include contract sellers, but shall not include those holding title merely as security for performance of an obligation.

Section 10. **“Subdivision”** shall mean the subdivided real property as described in Attachment I (being Section 12A).

Section 11. **“Capital Improvement”** shall mean an expenditure for any item for long term improvement or betterment that enhances the functionality, utility or aesthetics of an object, structure or place.

ARTICLE II. MEMBERSHIP IN ASSOCIATION: VOTING RIGHTS

Section 1. **Members.** Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation.

Section 2. **Voting Rights.** All members (Owners) in good standing with the Association shall be entitled to one vote for each Lot owned.

Section 3. **Transfer of Title.** Every lawful transfer of title to a lot shall also convey membership in the Association and after any such transfer, the previous members' membership shall automatically terminate. Except as aforesaid, membership in the Association may not be assigned or transferred.

ARTICLE III. ASSESSMENTS

Section 1. **Lien and Personal Obligation of Assessments.** Declarant hereby covenants for each lot within the subdivision, and each owner of a lot is hereby deemed to covenant by acceptance of his deed for such lot, whether or not it shall be so expressed in his deed, to pay to the Association (1) annual assessments for operating expenses and (2) special assessments for capital improvements. Such assessments will be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge on the land and a continuing lien on each lot against which such an assessment is made. Each such assessment, together with interest, costs and reasonable attorneys' fees shall also be the personal obligation of the person or persons who owned the lot at the time the assessment fell due, and such personal obligation shall pass to the successors in title of such person or persons.

Section 2. **Purpose or Annual Assessments.** The annual assessments levied by the Association shall be used exclusively for the administrative and operating expenses incurred by the Association and for the maintenance of the common areas to promote the environmental protection of the lakes and the enhancement of the members' property values. Annual assessment shall include, and the Association shall acquire and pay for out of the funds derived from annual assessments, the following:

(a) Maintenance and repair of the common area and protection of lake water quality.

(b) Necessary services for the common area.

(c) Acquisition of furnishings and equipment for the common area as may be determined by the Association, but which may not exceed \$500.00. Any such expenditures that exceed said amount will be considered Capital Improvements and shall be authorized as set out in Section 5 of this Article. Equipment furnishings, and employment of personnel necessary for the safe, or environmentally sound, use, maintenance and/or management of the common area may be acquired without limitation.

(recorded May 15, 1990 and amended June 11, 2007 in Ocean County Clerk Office in Deed Book 13670 at Page 537 et. seq.)

(d) Fire insurance covering the full insurable replacement value of the common area with extended coverage.

(e) Liability insurance insuring the Association against any and all liability to the public, to any owner, or to the invitees or tenants of any owner arising out of their occupation and/or use of the common area. The policy limits shall be set by the Association, and shall be reviewed at least annually and increased or decreased in the discretion of the Association.

(f) Workmen's compensation insurance to the extent necessary to comply with applicable law, and any other insurance deemed necessary by the Association.

(g) A standard fidelity bond covering all officers of the Association and all other employees of the Association in an amount deemed necessary by the Association.

(h) Any other materials, supplies, labor, services, maintenance, repairs, insurance, taxes, or assessments which the Association is required to secure or pay pursuant to the terms of this declaration or by law, or for the enforcement of these restrictions.

Section 3. Basis for Assessment. Each lot, whether improved or unimproved, will be assessed at a uniform rate to be determined annually and detailed in Sections 4 and 10.

Section 4. Basis, Maximum Annual Assessment and Treatment of Surplus Funds. The annual assessment shall not exceed the amount determined by compounding an annual 5 per cent growth rate to the \$94.00 fee assessed for 1979. The maximum assessment for the budget year shall be then be reduced and set by the application of any assessment deduction from previous years' surplus. To exceed this limitation, a simple majority of all responding members shall be required and voting shall be accomplished by letter ballot. The officers of the Association shall be responsible to insure that the annual assessment process is completed in a timely manner.

Section 5. Special Assessments for Capital Improvements. In addition to the annual assessment authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only for the purpose of defraying in whole or in part, the cost of any construction or replacement of a capital improvement on the Common Area, including fixtures and personal property related thereto, providing that any such assessment shall have the approval of a simple majority of the responding members voting in person or by letter ballot at a special or regular meeting duly called for that purpose with notice as provided hereinafter.

Section 6. Notice for Action Authorized Under Sections 5 and 10. Written notice for any meeting called for the purpose of obtaining approval for proposed actions in Sections 5 and 10 shall be sent to all members not less than 10 nor more than 21 days in advance of such meeting. It is the responsibility of the members to keep the Association informed of the members mailing address that should be used for notification of all Association votes.

Section 7. Collection of Annual Assessments. The Officers of the Association shall fix the annual assessment against each lot at least thirty (30) days in advance of the due date thereof and shall fix the dates such amounts become due. Assessment shall be made payable annually, in advance, on the first (1st) day of February of each year. Notice of annual assessment shall be sent to every owner subject thereto. The Association shall, on July 15 of each year, cause to be recorded in the Office of the County Recording Officer a lien against the delinquent homeowner's property.

(recorded May 15, 1990 and amended November 29, 2000 in Ocean County Clerk Office in Deed Book 10244, at Page 965 et. seq.)

Section 8. **Effect of Nonpayment of Assessments.** Any assessment not paid within 30 days after the due date shall, in the March Regular Meeting as directed by a simple majority vote of the members attending, bear interest from the due date at the prime rate current at the time of the resolution. The Association shall bring an action (unless another payment agreement, such as quarterly installments, is reached with the owner) against the owner personally obligated to pay the same or an action to foreclose the lien against his lot and there shall be added to the amount due the cost of filing the complaint in such actions, and in the event the judgment is obtained such judgment shall include interest on the amount due as herein provided and reasonable attorneys' fees to be fixed by the court together with the costs of the action. If the Association has provided for the collection of annual assessments in installments, the Association may accelerate payment and declare the entire balance of said assessment due and payable in full. No owner may waive or otherwise escape liability for the assessments provided for herein for non-use of the Common area or abandonment of his lot. Similarly, an owner's liability for any assessments shall not be abated nor reduced by reason of interruption of his lot or for any other reason whatsoever.

(recorded May 15, 1990 and amended June 11, 2007 in Ocean County Clerk Office in Deed Book 13670 at Page 537 et. seq.)

Section 9. **Exempt Property.** The following property subject to this Declaration shall be exempt from the assessments, charge and lien created herein: (a) all properties to the extent of any easement or other interest therein dedicated and then accepted by the local public authority and devoted to public use; (b) all common area (c) Block 147.99 Lot 12 and Block 141.103 Lot 50 were exempted by the previous Declarant and this property shall remain exempt so long as the usage of said property at the time of the exemption does not change. Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments charges or liens.

Section 10. **Annual Budget.** The fiscal year used by the Association shall coincide with the calendar year. Each fiscal year the Association will utilize a zero-based budgeting method with the process starting 60 days, and the proposal distributed to all members approximately 40 days, prior to the end of the fiscal year. Any uncommitted monies in the control of the Association from the current or any previous year, in excess of \$3,000.00, shall be applied and deducted from the succeeding years' assessment. The detailed budget (miscellaneous expenses shall not be bundled) proposal shall be presented to the membership at an annual budget meeting to be held on a Saturday morning approximately 30 days before the end of the fiscal year for a line-by-line vote on the proposal by the members in attendance. Written notice of the budget approval meeting will be sent to all members at least 10 days prior to the meeting date. A simple majority of the members attending and voting is required to approve each item.

Section 11. **Certificates.** The Association shall, upon demand and for a reasonable charge at any time, furnish to any owner a certificate in writing signed by an officer of the Association, setting forth whether any assessments then due by said owner have been paid to date or listing the amounts (including interest) then due. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 12. **Subordination of the Lien to Mortgagee.** The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments which become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE IV. ENVIRONMENTAL CONTROL

Section 1. **The Environmental Review Committee.** An Environmental Review Committee consisting of three or more persons shall be nominated by the Officers of the Association, and confirmed by a simple majority of the members attending a regular meeting, and serve a term of two years. The appointments shall be staggered to insure continuity although the members may succeed themselves and serve consecutive terms at the pleasure of the membership. One of the elected officers of the Association shall be designated hereinafter to serve as a regular member of the committee.

Section 2. **Purpose.** The primary function of the Environmental Review Committee is to preserve and protect lake water quality. A secondary role is to protect the owner's investments by maintaining a harmonious relationship among structures and the natural vegetation and topography. The preservation of lake water quality will be insured through a balance of the owners evolving needs and the Association's interpretation of those management practices and continuing management plan delineated in a certain "Lincoln Property Company, Village Harbour, Stafford Township, Ocean County, New Jersey, Study of Section 12A, Fresh Water Lakes", prepared by Taylor, Wiseman and Taylor" Consulting Engineers said plan dated July 31, 1978.

Section 3. **Conditions.** No changes of substance shall be made to a lot or the exterior of any structure or a lot which has the potential to negatively affect the lake water quality or which may detract from the property values or enjoyment of adjacent Association owners, without prior written approval from the Environmental Review Committee.

(recorded May 15, 1990 and amended June 11, 2007 in Ocean County Clerk Office in Deed Book 13670 at Page 537 et. seq.)

Section 4. **Procedures.** In the event the committee fails to approve, modify or disapprove in writing an application within 30 days after detailed plans and specifications have been submitted to it, in accordance with adopted procedures, approval will be deemed granted. The applicant may appeal an adverse Environmental Review Committee decision to the Association who may reverse or modify such decision by a simple majority vote at the next monthly meeting.

Section 5. **Prototype Drawings.** The committee shall take the necessary action to initiate the construction design of environmentally sound structures for "finger" piers, shower stalls, and sheds. Copies of these designs shall be included as amendments to this declaration, distributed to all members and used as the criteria i.e., standard, for the construction approval of all future such structures. (See Tab 2, Attachments 1, 2, & 4)

(recorded May 15, 1990 and amended October 26, 2013 in Ocean County Clerk Office in Deed Book 15682, at Page 85 et. seq.)

Section 6. **Penalties for Violations.** Should an owner persist with and complete a project determined by due process to be in violation of the rules of the Association; adversely affects the lake water quality or; detracts from the value of a neighbor's property the Association shall (1) obtain a court order to remove the change and/or (2) establish a system of fines hereinafter and administer as set forth in Article III. Assessments, Section 8.

ARTICLE V. PROPERTY RIGHTS

Section 1. **Owners Easements of Enjoyment.** Every owner of a lot shall have a right and easement of enjoyment in and to the common area which will be appurtenant to and shall pass with the title to such lot, subject to the Rules and Regulations Governing Beach (Common Area) Conduct listed in Attachment II and to the following rights of the Association:

- (a) The right to charge reasonable admission and other fees for the use of any recreational facility situated within the common area;
- (b) The right to suspend the right of use of recreational facilities and the voting rights of any owner for periods during which assessments against his lot remain unpaid, and the right, after due process, to suspend such rights for a period not exceeding 90 days for any infraction of the published rules and regulations of the Association;
- (c) The right to dedicate or transfer all or any part of the common area to any municipality, public agency, authority, or utility for such purposes and subject to such conditions as may be agreed upon by the members. No such dedication or transfer shall be effective unless two-thirds of the responding members vote to such dedication or transfer and an instrument executed reflecting this agreement has been duly recorded.

Section 2. **Delegation of Use.** Subject to such limitations as may be imposed by the law, each owner may delegate his right of enjoyment in and to the common area to the members of his family, his guests, tenants, and invitees.

Section 3. **Easements of Encroachments.** There shall exist reciprocal appurtenant easements as between adjacent lots and between each lot and any portion or portions of the common area adjacent thereto for any encroachment due to the unwilful placement, settling, shifting of the improvements constructed, reconstructed, or altered thereon, provided such construction, reconstruction, or alteration is in accordance with the terms of this declaration. Such easement shall exist to a distance of not more than one foot as measured from any point on the common boundary between adjacent lots, and between each lot and any adjacent portion of the common area, along a line perpendicular to such boundary at such point. No easement for encroachment shall exist as to any encroachment occurring due to the wilful conduct of an owner.

Section 4. **Other Easements.**

- (a) Easements for installation and maintenance of utilities and drainage facilities are shown on the recorded subdivision map. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may damage, interfere with, or change the direction of flow of drainage facilities in the easement. The easement area of each lot and all improvements therein shall be continuously maintained by the owner of such lot, except for improvements for maintenance of which the public authority or utility company is responsible.
- (b) No dwelling unit or structure of any kind shall be built, erected, or maintained on any such easement, reservation, or right of way, and such easements, reservations, and rights of way shall at all times be open and accessible to public and quasi-public corporations, their employees and contractors, and shall also be open and accessible to Declarant, its successors and assigns, all of whom shall have the right and privilege of doing whatever may be necessary in, on, under and above such locations to carry out any of the purposes for which such easements, reservations, and rights of way are reserved.

Section 5. **Right of Entry.** The Association, through its duly authorized employees and contractors, shall have the right after reasonable notice to the owner thereof, to enter any lot at any reasonable hour of day to perform such maintenance as may be authorized herein.

Section 6. **No Partition.** There shall be no judicial partition of the common area, nor shall Declarant, or any owner, or any other person acquiring any interest in the subdivision or any part thereof, seek judicial partition thereof.

ARTICLE VI. USE RESTRICTIONS

The subdivision shall be occupied and used only as follows:

Section 1. Each lot shall be used as a residence for a single family and for no other purpose. Professional occupations shall be permitted as provided in Section 11 of this Article.

Section 2. No accessory buildings, such as sheds, gazebos or cabanas (except garages, which shall be in conformity with Article VI, Section 3.) shall be permitted, unless formally approved by the Colony Lakes Homeowners Association (CLHA) Environmental Review Committee. All such buildings shall be: (a) of wooden construction; or manmade material that resists corrosion (b) sided, painted or stained the same colors as the main building or deck (if connected to such deck); (c) required to have roofing materials aesthetically compatible with the main building; (d) not infringe on the right to enjoyment of adjacent properties; (e) be placed in the most unobtrusive location on the property, but, not exceeding twenty-five (25') feet from the main building on the lake side or lagoon lots; (f) only one unattached shed per lot; and (g) constructed to conform with all applicable laws.

(recorded May 15,1990 and amended October 26, 2013 in Ocean County Clerk Office in Deed Book 15682, at Page 85 et. seq.)

Section 3. All garages, or other structures larger than small storage sheds and cabanas, shall be attached or connected by a breezeway to the main building.

Section 4. No dwelling shall be erected or placed on any lot unless said lot shall be a width of at least 75 feet at the minimum setback building line nor shall any dwelling be erected or placed on a lot unless said lot shall have an area of at least 7,500 square feet.

Section 5. No dwelling shall be permitted on any lot, which shall have an area of the main structure, exclusive of one-story open porches, car ports, breezeways and garages of less than 1,500 square feet, and shall not exceed two floors in height.

Section 6. No motorized home, aka RV or trailers of any type greater than 25 feet in length shall be parked on any lot for any cumulative period exceeding forty eight (48) hours in any calendar week.

(recorded May 15,1990 and amended October 26, 2013 in Ocean County Clerk Office in Deed Book 15682, at Page 85 et. seq.)

Section 7. No signs except "For Sale" signs, Tradesman signs for those performing work at any lot, and those signs specified in Article VI, Section 11, may be used, erected or maintained on any lot. Tradesman signs are permitted to be displayed the day work is started until (10) days after the work is completed. Signs may not be larger than 24" by 36". Political signs are permitted but must be removed on the day following the election.

(recorded May 15,1990 and amended October 26, 2013 in Ocean County Clerk Office in Deed Book 15682, at Page 85 et. seq.)

Section 8. There shall be no subdivision of property after purchase.

Section 9. The Declarant its successors and assigns, for the purpose of lake management, reserve the right to raise and lower the water in the lake at any time. The decision as to water level in the lakes will be made by a majority vote of the CLHA Executive Board in consultation with the Environmental Review Committee (ERC).

(recorded May 15, 1990 and amended November 29, 2000 in Ocean County Clerk Office in Deed Book 10244 at Page 965 et. seq.)

Section 10. No motor boats or boats with auxiliary motors shall be used or maintained on the lake area with the exception of small electric motors having sealed waterproof battery, sealed propulsion unit, rubber or plastic propeller with a 30 lb. maximum thrust.

(recorded May 15, 1990 and amended August 18, 1992 in Ocean County Clerk Office in Deed Book 5001 at Page 568 et. seq.)

Section 11. No business of any kind shall be conducted in any residence with the exception of the business of the Declarant. Specifically permitted however, shall be the office of a doctor, physician, dentist, architect, engineer, accountant, or similar "professional" type businesses where the owner of such a business (1) resides at such location (2) employs no more than two persons in such office not residents in said dwelling and (3) does not erect or place more than one lighted name plate or professional sign, not over three square feet in area. However, the Association reserves the right to revoke this privilege should such a business be declared a nuisance; a threat to the safety of other residents or; degrade the property values of other owners.

Section 12. Nothing shall be done or kept on a lot or on the common area which would increase the rate of insurance relating thereto without the prior written consent of the Association, and no owner shall permit anything to be done or kept on his lot or the common area which would result in the cancellation of insurance on any residence or on any part of the common area or which would be in violation of any law.

Section 13. No animals of any kind, except certified service animals, are allowed on the common areas, i.e. playground or beach. No more than two (2) household pets, e.g. dogs or cats are allowed per lot; said animals shall not be kept, bred or maintained for commercial purposes.

(recorded May 15, 1990 and amended October 26, 2013 in Ocean County Clerk Office in Deed Book 15682, at Page 85 et. seq.)

Section 14. No rubbish, trash, garbage, recyclables or other waste materials shall be kept or permitted on any lot or on the common areas, except in sanitary containers located in appropriate areas away from the roadway. Trash can bins are prohibited at curbside. Disposal of grass clippings or other waste products in the lakes is specifically prohibited. All refuse, recyclables and garbage shall be deposited with care in containers for such purposes.

(recorded May 15, 1990 and amended November 29, 2000 in Ocean County Clerk Office in Deed Book 10244 at Page 965 et. seq.)

Section 15. Fencing height and associated requirements shall conform to the ordinances of the township, i.e. fencing along lagoon or waterfront property must be fifty percent (50%) open for a minimum of fifteen feet (15) from the water or bulkhead; also, fences along the entire rear line of the water's edge property line must be fifty percent (50%) open. Fifty percent (50%) is also known as "See-through fencing" is defined by the Township code as being any fence or fencing having a consistent density of not greater than 50% for all fences, living fences and hedges. Fences in the subdivision must be constructed from vinyl or wood only; fences may not be constructed of chain-link, plastic or vinyl covered chain-link or mesh fencing of any type. No wall, hedge or other dividing

instrumentality except wood or vinyl, may be over four (4) feet in height measured from the ground on which it stands shall be constructed, planted or maintained on any lot. No fencing of any kind is allowed on docks or piers.

(recorded May 15, 1990 and amended October 26, 2013 in Ocean County Clerk Office in Deed Book 15682, at Page 85 et. seq.)

Section 16. No outbuilding, basement, tent, shack, garage, trailer, shed, or temporary building of any kind shall be used as a residence either temporarily or permanently.

Section 17. Natural vegetative cover on all lots shall be preserved to the greatest extent possible. On lots directly bordering and draining directly into the lake, the Association recommends that formal lawn areas not be established.

Section 18. Major structural modification of lot grading, paving and drainage (on lots that directly drain into the lake) shall be permitted only when necessary to correct existing drainage problems and only when approved by the Environmental Review Committee.

Section 19. Washing of vehicles, trailers, equipment or boats may not be performed in the streets. Washing must be performed on pervious driveways or other pervious portions of the owner's property where the discharge is able to seep into the ground. The use of biodegradable products is required.

(recorded November 29, 2000 in Ocean County Clerk Office in Deed Book 10244 at Page 965 et. seq.)

Section 20. Fertilizing of lawns and landscaping shrubbery and the use of germicides, herbicide and insecticides directly on such areas and on natural growth shall be closely regulated by the Association, except for use of natural soil condition (Milorganite). It shall be the responsibility of the Environmental Review Committee to obtain lists of such chemicals from the state and/or federal environmental agencies that are approved for use in a lake environment. Only such Association listed chemicals shall be utilized.

Section 21. Construction of boat piers on the lake shall be done so in accordance with the "Typical Pier" definition, as per **Tab 2, Attachment 1**, dated January 10, 1991. Such piers shall extend no further than necessary in order to reach a water depth of three (3') feet. Piers shall be constructed of slotted decking approximately one (1') foot above maximum lake level. The Shore Line slope leading to a pier shall be treated as part of the pier to prevent erosion.

(recorded May 15, 1990 and amended May 12, 1992 in Ocean County Clerk Office in Deed Book 4977, at Page 949 et. seq.)

Section 22. Lot owners shall be responsible for the maintenance of their individual shore line to prevent erosion. The use of bulk heading, rip rap (functional/dimensional stone placement), bio-logs, or any new erosion control methods approved by the CLHA Board, in conjunction with vegetative cover for bank stabilization may be utilized by the owner (see *recommended Bulkhead prototype, Tab 2, Attachment 6*). The use of such treatment on shoreline banks leading to boat piers is mandatory. Erosion shall be corrected as soon as possible. Eroded shoreline/banks must be restored to conform to neighboring properties. Notwithstanding anything contained herein to the contrary, the owner shall not utilize plants, trees or other shrubs that may grow to cause obstruction of the other property owner's view of the lake.

(recorded May 15, 1990 and amended June 11, 2007 in Ocean County Clerk Office in Deed Book 13670 at Page 537 et. seq.)

Section 23. Nothing shall be altered in, constructed on, or removed from the common area except on the written consent of the Association. Excavation or dredging of the lake bottom by a lot owner to achieve deeper water at piers or for any other purpose is prohibited.

Section 24. All work relative to the development of an unimproved lot within the subdivision shall be completed within two years of its commencement. Commencement of development shall be construed as the issuance of a building permit. Completion shall be construed as the issuance of a certificate of occupancy.

Section 25. Years of experience in managing the lakes have indicated that the primary environmental problem is caused by the fecal matter of birds. Therefore, the association prohibits the feeding of waterfowl, e.g. canadian geese, ducks, swans and seagulls which frequent the lakes and lagoon.

(recorded May 15,1990 and amended October 26, 2013 in Ocean County Clerk Office in Deed Book 15682, at Page 85 et. seq.)

ARTICLE VII. OWNERS OBLIGATION TO REPAIR

Section 1. To the extent that exterior maintenance is not provided for in any Supplementary Declaration, each owner shall keep all lots owned by him, and all improvements therein or thereon, in good order and repair and free of debris including, but not limited to, the pruning and cutting of all trees, shrubbery and grass, and the painting (or other appropriate external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management. In the event the owner of any lot shall fail to maintain the premises and the improvements situated thereon as provided herein, the Association, after notice to the owner as provided in the By-Laws of the Association and approval of a simple majority of members attending a regular monthly meeting, shall have the right to enter upon said lot to correct damage and to repair, maintain and restore the lot and the exterior of the buildings and any other improvements erected thereon. All costs relating to such correction, repair or restoration shall become a special assessment upon such lot.

Section 2. Shoreline owners shall be responsible for taking special care that vegetation does not fall into the lake. (i.e. leaves, twigs, grass clippings and etc.)

(recorded November 29, 2000 in Ocean County Clerk Office in Deed Book 10244 at Page 965 et. seq.)

ARTICLE XIII. OWNERS OBLIGATION TO REBUILD

If all or any portion of a residence is damaged or destroyed by fire or other casualty, it shall be the duty of the owner thereof, with all due diligence, to rebuild, repair, or reconstruct such residence in a manner which will substantially restore it to its appearance and condition immediately prior to the casualty. Reconstruction shall be undertaken within three months after the damage occurs, and shall be completed within twelve months after the damage occurs, unless prevented by causes beyond the control of the owner or owners.

ARTICLE IX. ANNEXATION OF ADDITIONAL PROPERTIES

Additional residential property and common area may be annexed to the subdivision with the consent of two-thirds of the responding members.

ARTICLE X. MORTGAGES

Section 1. **Notice of Owners Default.** The Association shall give written notice of default to a mortgagee in the event that the owner of a lot upon which said mortgagee has a mortgage shall have been in default of any said owner's obligations hereunder for a period of thirty (30) days, provided that said mortgagee has previously elected to receive such notices of default by giving written notice its election to the Association.

Section 2. **Books and Records.** Any mortgagee shall have the right, at reasonable times and upon reasonable notice, to inspect the books and records of the Association.

Section 3. Notwithstanding any other provisions of this declaration, no owner or third party shall have rights paramount to a mortgagee holding a first mortgage on a lot with respect to the distribution to an owner of insurance proceeds or condemnation awards for losses or taking of the common area or any portion thereof or improvements thereon. A first mortgagee shall be entitled to notice of any such casualty loss or taking by condemnation.

Section 4. **Enforcement.** The provisions of this Article X have been included in this declaration for the benefit of, and are enforceable by, the mortgagees as hereinbefore defined. Said mortgagees may, without joinder of declarant or owners, elect to waive any or all of the provisions of this Article X.

ARTICLE XI. GENERAL PROVISIONS

Section 1. **Enforcement.** Declarant or any owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens, and charges now or hereafter imposed by the provisions of this declaration. Any consent or approval given under this Declaration by the Association, Officers or Committees shall be revocable at any time. No individual exception or waiver of the Declaration will act as a precedent. Failure by declarant or any power to enforce any covenant or restriction herein shall in no event be deemed a waiver of the right to do so thereafter. It is understood, however, that in the event the Association shall fail to maintain the common area in reasonable order and condition, the Township, within which said property is located, may serve written notice upon such Association or upon the lot owners in the subdivision setting forth the manner in which the Association has failed to maintain the common area in reasonable condition in accordance with N.J.S.A. 40:55D-43 and shall be entitled to all the rights and remedies provided in N.J.S.A. 40:55D-43. The cost of any maintenance performed by the said Township on accordance with N.J.S.A. 40:55D-43 shall be assessed pro rata against the lots within the subdivision that have a right of enjoyment of the open space and property in accordance with the assessed value at the time of the imposition of the assessment, and shall become a lien and tax on said lots and be added to and be a part of the taxes to be levied and assessed thereon, and enforced and collected by the same officers and in the same manner as other taxes.

Section 2. **Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

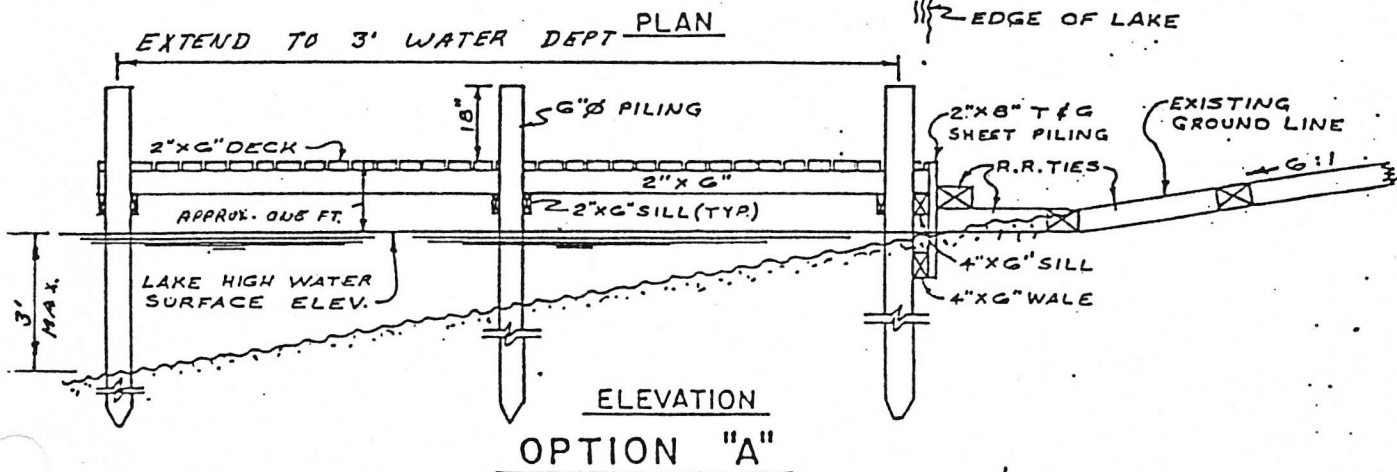
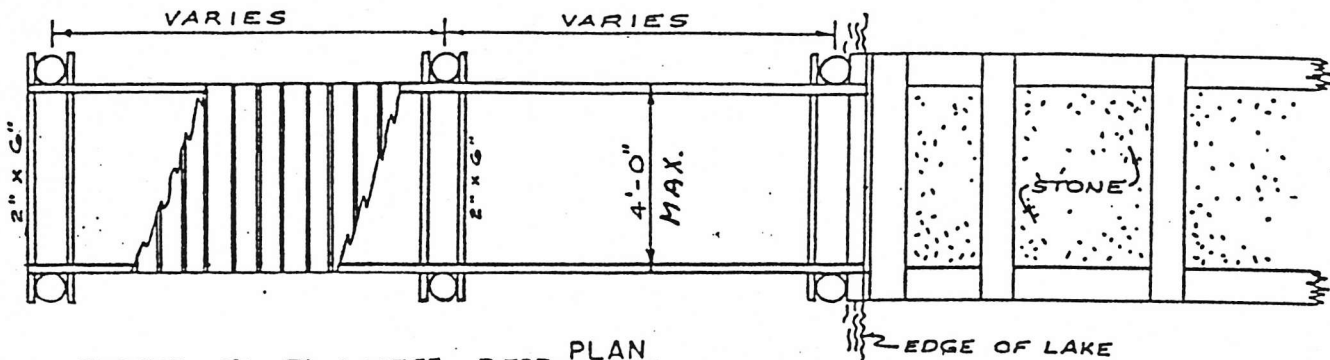
Section 3. Amendments. Covenants and restrictions of this declaration may be amended by duly recording any instrument executed and acknowledged by a simple majority of the members.

Section 4. Subordination. No breach of any of the conditions herein contained or reentry by reason of such breach shall defeat or render invalid the lien of any mortgage made in good faith and for value as to the subdivision or lot therein; provided however, that such conditions shall be binding on any owner whose title is acquired by foreclosure, trustee's sale or otherwise.

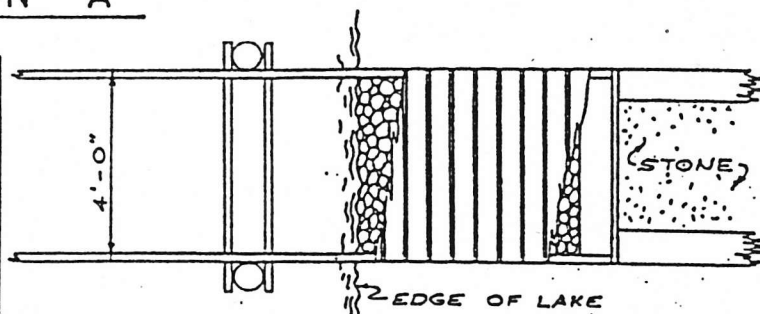
Section 5. Duration. The covenants and restrictions of this declaration shall run with and bind the land, and shall inure to the benefit of, and be enforceable by, the Association or any member thereof for a period five (5) years from the date hereof, and thereafter shall be automatically extended for additional five year periods unless a simple majority of the responding Members vote by letter ballot to terminate the Association. Such an election shall be called within sixty days of receipt by the Executive Board of a petition containing the signatures of ten (10) per cent or more of the Members.

TYPICAL PIER

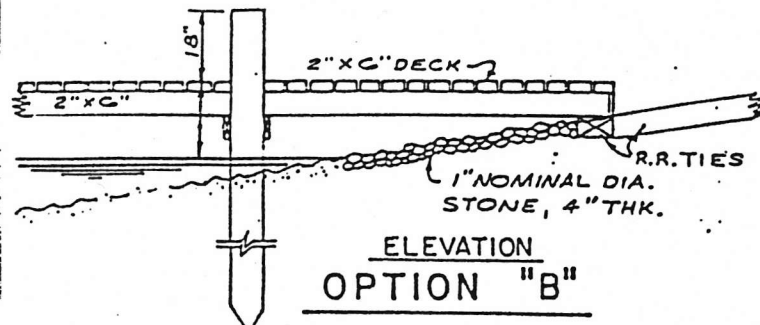
JAN 10, 1991



ELEVATION
OPTION "A"



PLAN



ELEVATION
OPTION "B"

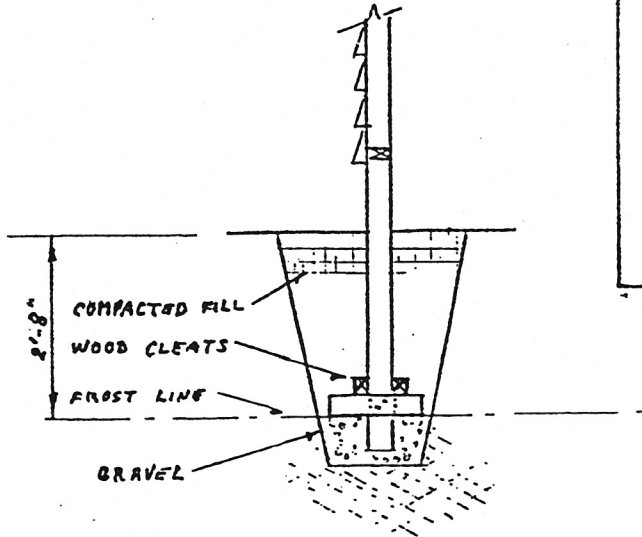
NOTES:

1. PIER SHALL EXTEND NO FURTHER THAN NECESSARY TO REACH A WATER DEPT OF THREE (3') FEET.
2. DECKING TO BE APPROXIMATELY ONE (1') FOOT ABOVE MAXIMUM LAKE LEVEL.
3. SHORE STABILIZATION TO BE AS PER OPTION "A" OR "B".

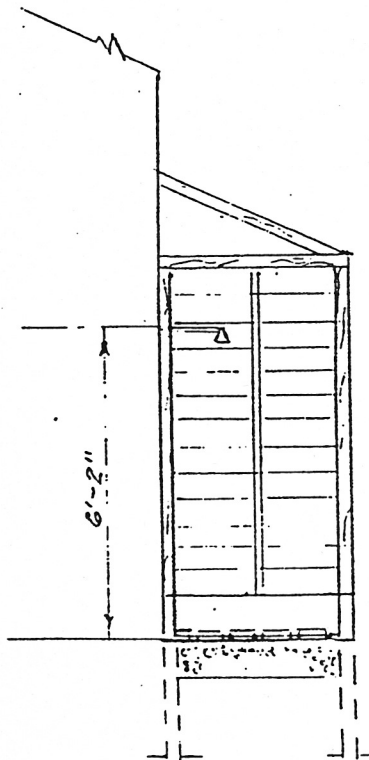
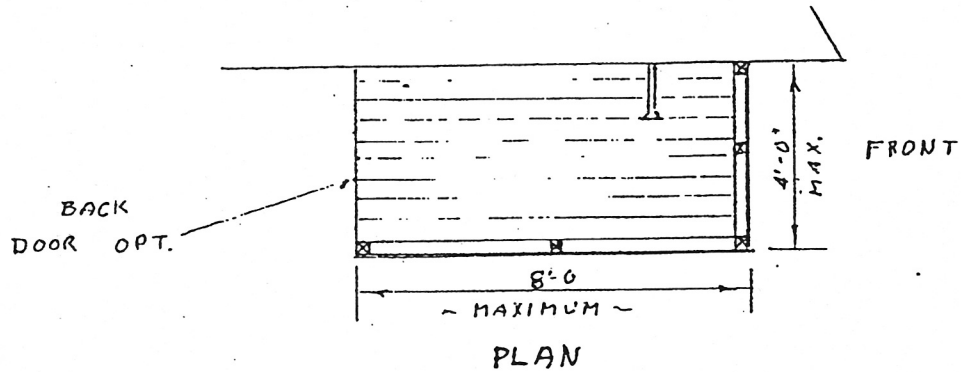
OUTDOOR SHOWER ENCLOSURE

JAN 10, 1991

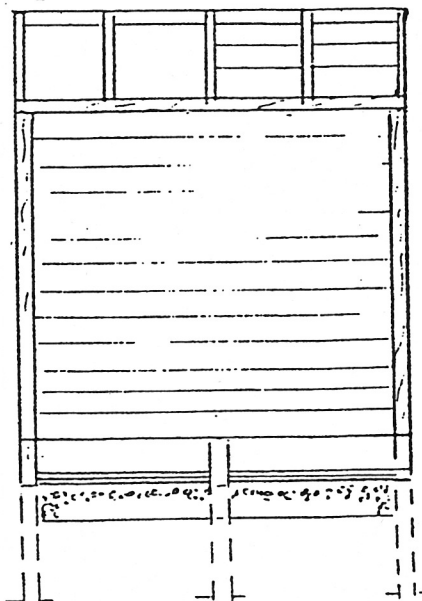
- 1. ALL MATERIALS TO BE WOLMAIZED.
- 2. DIMENSIONS SHOW ARE MAXIMUM
- 3. SIDING AND EXTERIOR COLOR TO CONFORM WITH MAIN STRUCTURE.



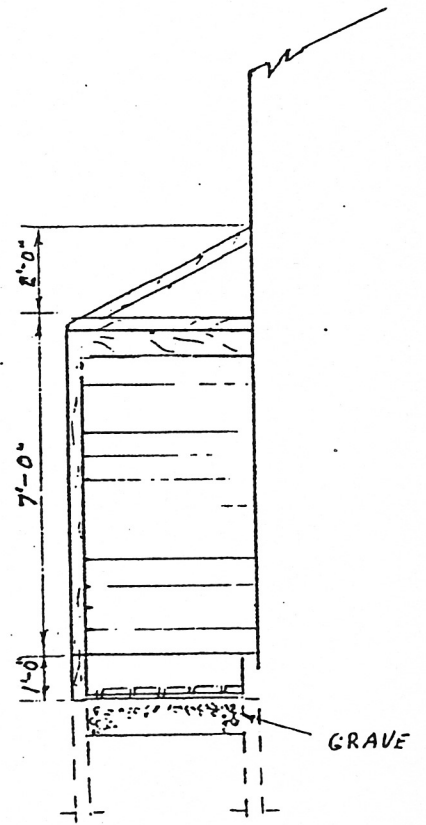
POST FOOTING



REAR ELEVATION



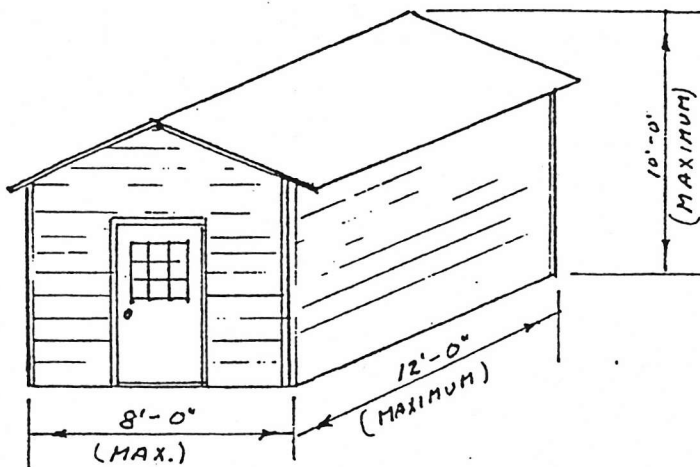
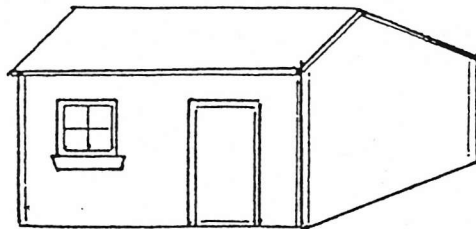
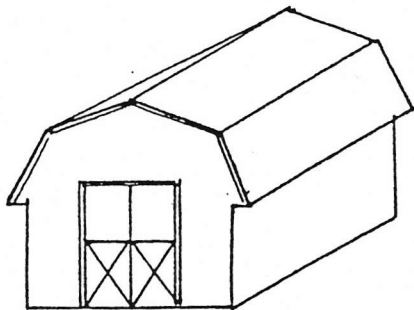
SIDE ELEVATION



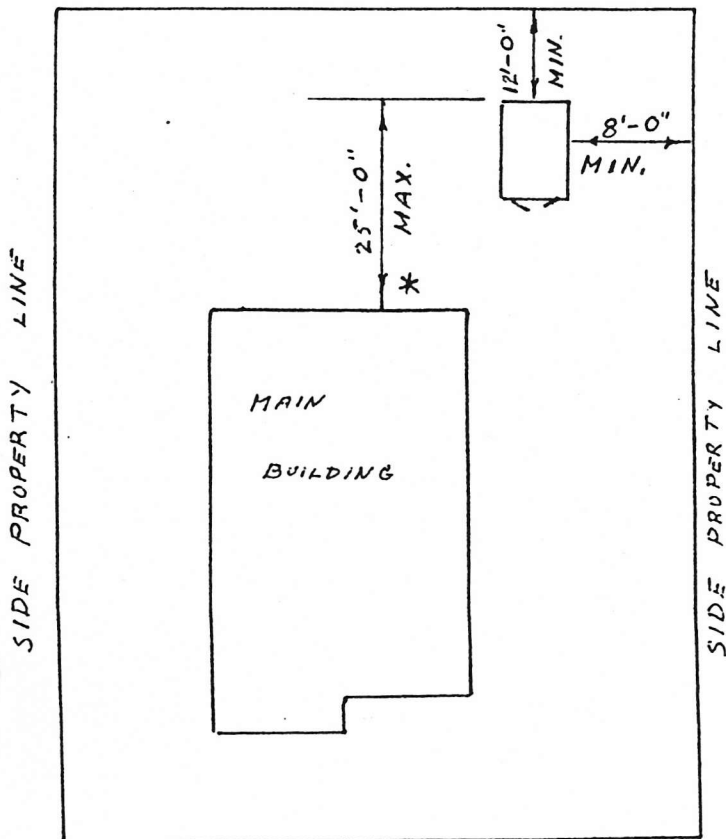
FRONT ELEVATION

STORAGE SHEDS

JAN 10, 1991



REAR PROPERTY LINE



LOCATION

- * NOT TO EXCEED TWENTY FIVE (25') FEET FROM MAIN BUILDING, ON LAKE SIDE OR LAGOON LOTS.
- MINIMUM OF EIGHT (8') FEET FROM SIDE PROPERTY LINE.
- MINIMUM OF TWELVE (12') FEET FROM REAR PROPERTY LINE.

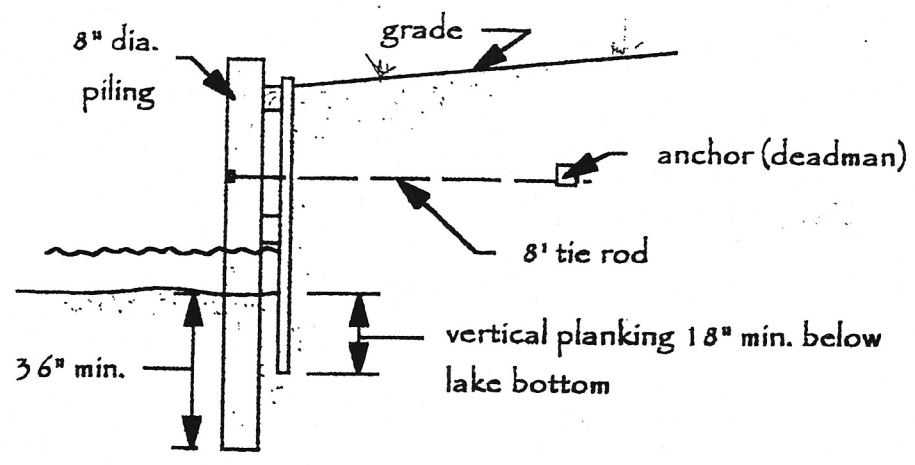
MATERIALS

- SHALL BE PAINTED OR STAINED SAME COLORS AS MAIN BUILDING.
- ROOFING SHALL BE AESTHETICALLY COMPATIBLE WITH MAIN BUILDING.
- WOOD SIDING RECOMMENDED TO CONFORM WITH MAIN BUILDING.

FRONT

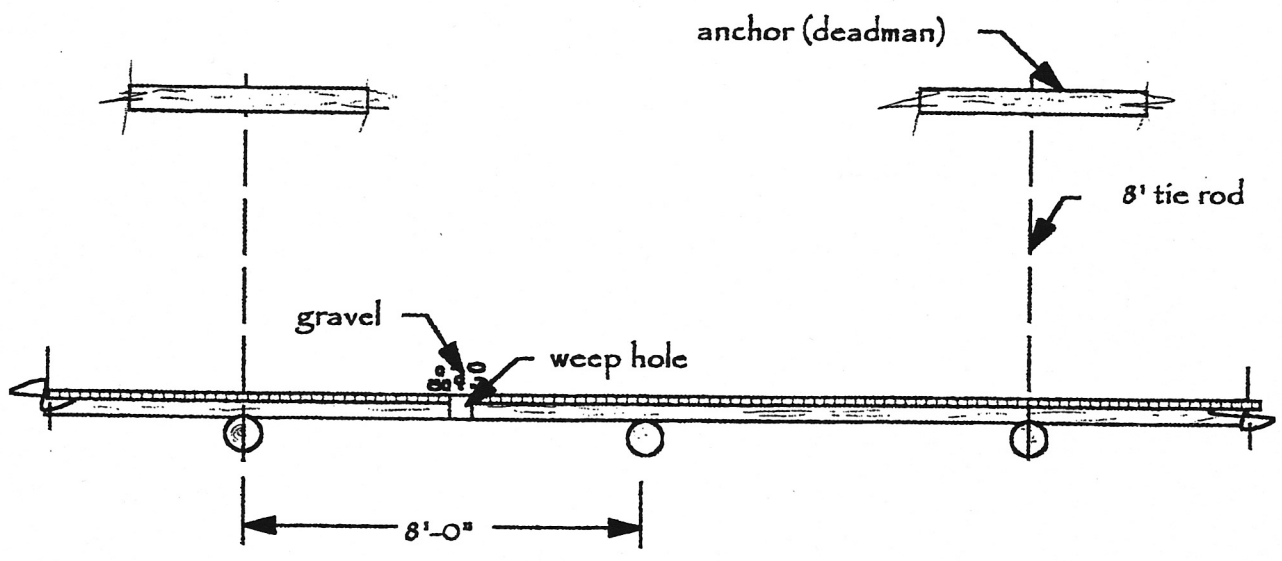
BULKHEAD PROTOTYPE

VERTICAL SHEATHING METHOD

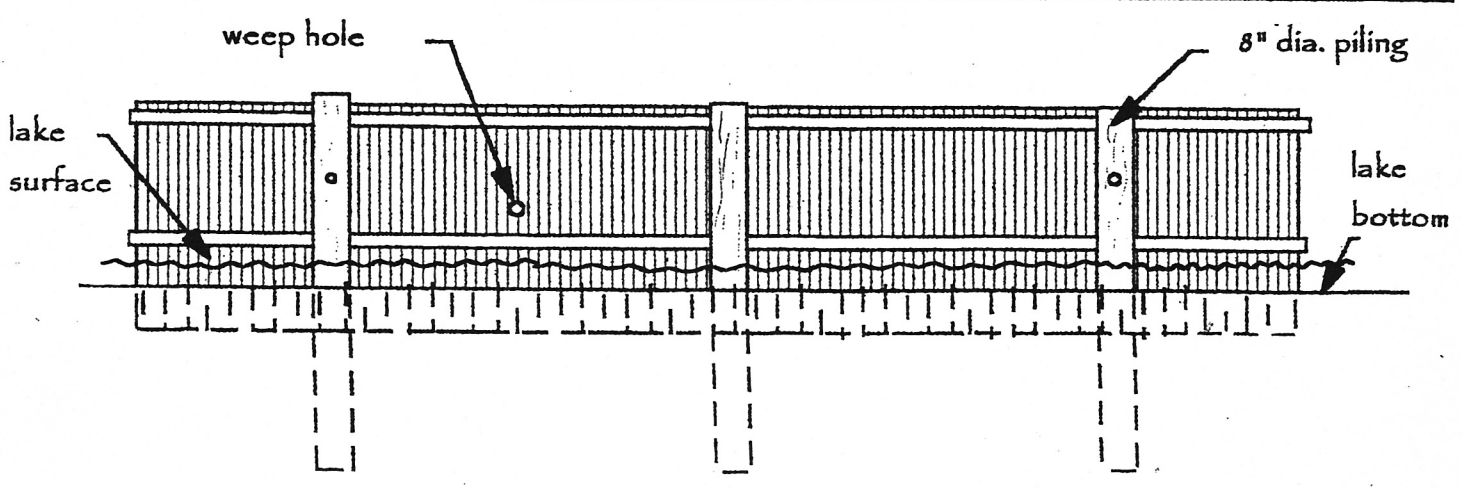


Cross Section

NOTE: all lumber must be pressure treated; all metal must be galvanized

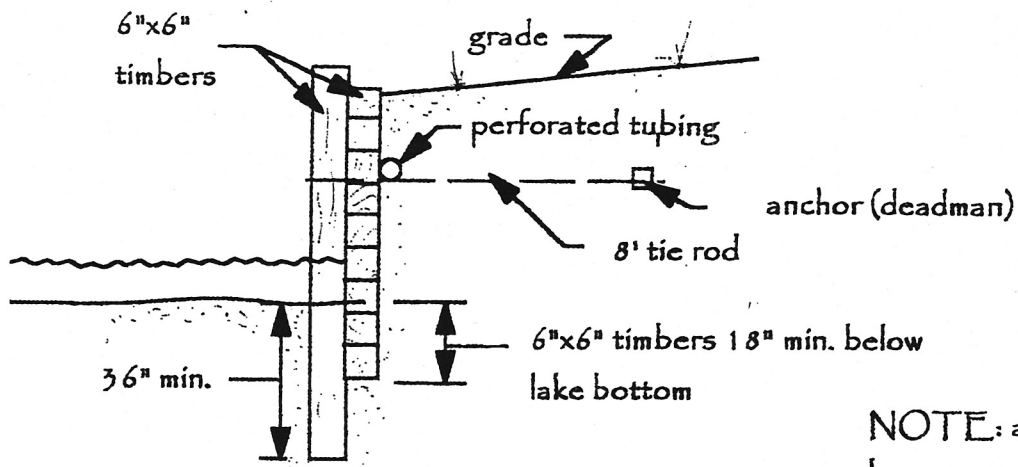


Plan View



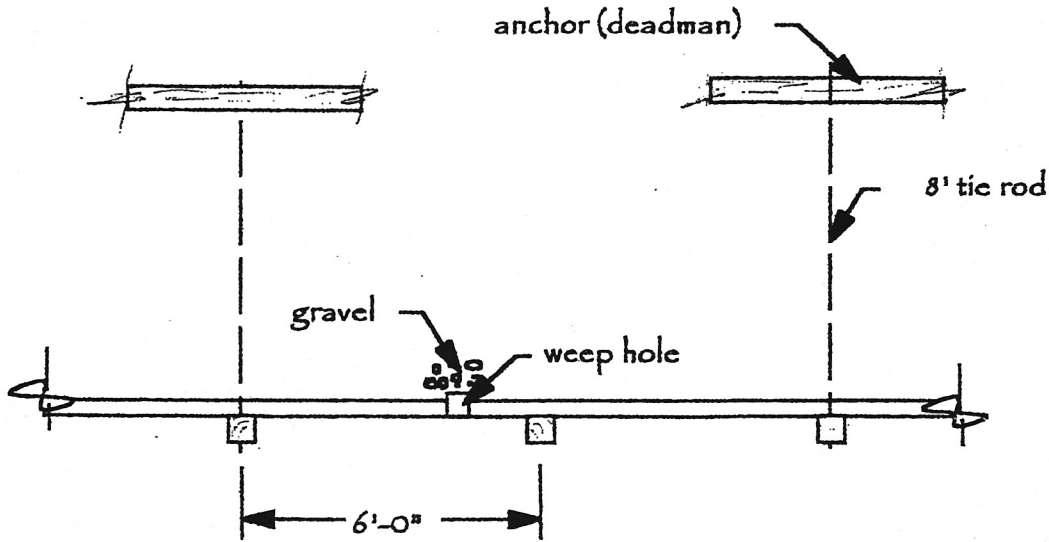
Front Elevation

6"x6" TIMBERS METHOD

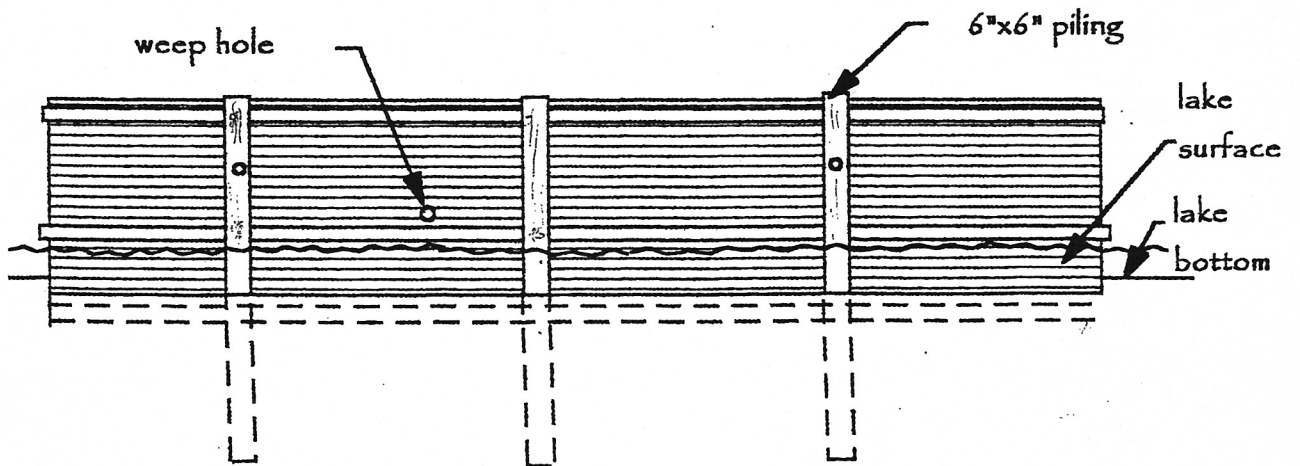


Cross Section

NOTE: all lumber must be pressure treated; all metal must be galvanized

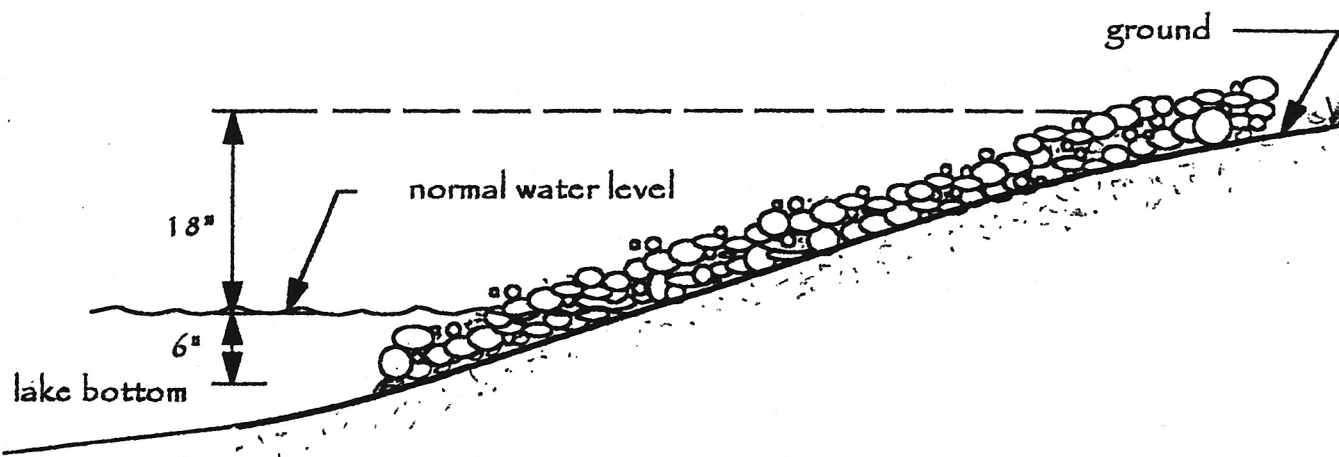


Plan View



Front Elevation

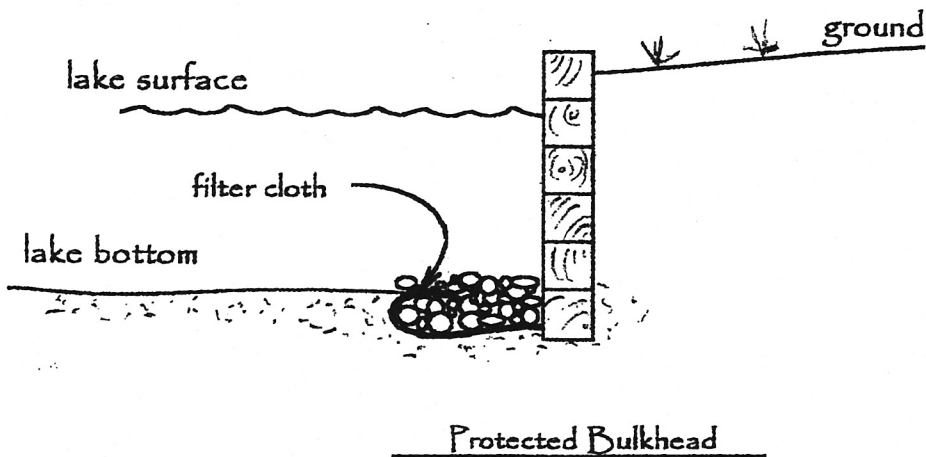
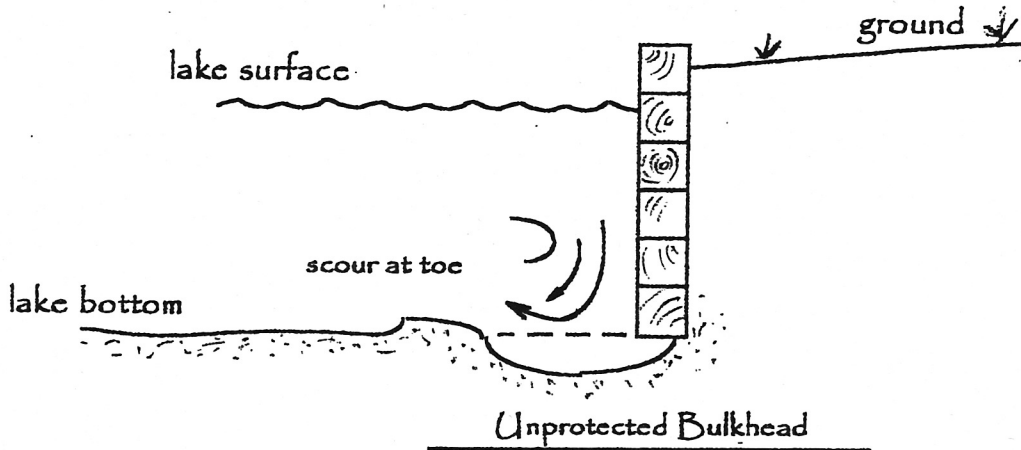
USING RIP-RAP FOR BANK PROTECTION



RIP-RAP DEFINITION

Geo cloth is placed over compacted soil then covered with a minimum 6" depth of various sized stones (min. 3"-4") to an elevation of 18" above and 6" below normal lake level.

PREVENTING BULKHEAD EROSION



NOTE:

During constant wave action, water hitting the bulkhead swirls down and returns to the main body of water. If no toe support is provided, the returning current takes soil with it. The water's actions will continue to scour at the toe and if left uncorrected could potentially cause erosion behind the bulkhead. Left unprotected, the bulkhead will eventually weaken.

To counteract the scouring action, it is necessary to place rocks at the toe of the bulkhead thus preventing sediments from washing away

Tab 3

LIST OF REAL PROPERTIES SUBJECT TO
THE CLHA COVENANTS AND RESTRICTIONS

Listed below are the real properties that are located in that parcel of land known as Beach Haven West, Section 12A, Stafford Township, New Jersey which were included in the filing of the Declaration made on the 15th day of March, 1979 by LPC Village Harbour, Inc. That Declaration subjected all of the properties listed to the Covenants and Restrictions heretofore set forth. An inadvertent omission from this list of a lot does not exempt those real properties from said Covenants and Restrictions.

STREET	BLOCK	LOT
739 JANE DR.	147.75	29
743 JANE DR.	147.75	30
747 JANE DR.	147.75	31
751 JANE DR.	147.75	32
289 JENNINGS RD.	147.75	33
293 JENNINGS RD.	147.75	34
297 JENNINGS RD.	147.75	35
301 JENNINGS RD.	147.75	36
305 JENNINGS RD.	147.75	37
309 JENNINGS RD.	147.75	38
313 JENNINGS RD.	147.75	39
317 JENNINGS RD.	147.75	40
321 JENNINGS RD.	147.75	41
325 JENNINGS RD.	147.75	42
329 JENNINGS RD.	147.75	43
333 JENNINGS RD.	147.75	44
337 JENNINGS RD.	147.75	45
5 ASPEN LN.	147.75	46
9 ASPEN LN.	147.75	47

STREET	BLOCK	LOT
13 ASPEN LN.	147.75	48
17 ASPEN LN.	147.75	49
21 ASPEN LN.	147.75	50
25 ASPEN LN.	147.75	51
29 ASPEN LN.	147.75	52
33 ASPEN LN.	147.75	53
37 ASPEN LN.	147.75	54
41 ASPEN LN.	147.75	55
45 ASPEN LN.	147.75	56
JANE DR.	147.76	14
JANE DR.	147.76	15
279 JENNINGS RD.	147.99	1
275 JENNINGS RD.	147.99	2
271 JENNINGS RD.	147.99	3
267 JENNINGS RD.	147.99	4
263 JENNINGS RD.	147.99	5
259 JENNINGS RD.	147.99	6
255 JENNINGS RD.	147.99	7
251 JENNINGS RD.	147.99	8

STREET	BLOCK	LOT
247 JENNINGS RD.	147.99	9
243 JENNINGS RD.	147.99	10
239 JENNINGS RD.	147.99	11
235 JENNINGS RD.	147.99	12 *
227 JENNINGS RD.	147.109	13
163 JENNINGS RD.	147.110	14
159 JENNINGS RD.	147.110	15
155 JENNINGS RD.	147.110	16
151 JENNINGS RD.	147.110	17
147 JENNINGS RD.	147.110	18
143 JENNINGS RD.	147.110	19
139 JENNINGS RD.	147.110	20
135 JENNINGS RD.	147.110	21
131 JENNINGS RD.	147.110	22
127 JENNINGS RD.	147.110	23
123 JENNINGS RD.	147.110	24
119 JENNINGS RD.	147.110	25
115 JENNINGS RD.	147.110	26
288 JENNINGS RD.	147.100	1
284 JENNINGS RD.	147.100	2
280 JENNINGS RD.	147.100	3
276 JENNINGS RD.	147.100	4
272 JENNINGS RD.	147.100	5
268 JENNINGS RD.	147.100	6
264 JENNINGS RD.	147.100	7

STREET	BLOCK	LOT
260 JENNINGS RD.	147.100	8
7 CHAMPLAIN CT.	147.100	9
15 CHAMPLAIN CT.	147.100	10
23 CHAMPLAIN CT.	147.100	11
31 CHAMPLAIN CT.	147.100	12
39 CHAMPLAIN CT.	147.100	13
47 CHAMPLAIN CT.	147.100	14
55 CHAMPLAIN CT.	147.100	15
52 CHAMPLAIN CT.	147.100	16
44 CHAMPLAIN CT.	147.100	17
36 CHAMPLAIN CT.	147.100	18
28 CHAMPLAIN CT.	147.100	19
20 CHAMPLAIN CT.	147.100	20
12 CHAMPLAIN CT.	147.100	21
236 JENNINGS RD.	147.100	22
228 JENNINGS RD.	147.100	23
220 JENNINGS RD.	147.100	24
216 JENNINGS RD.	147.100	25
212 JENNINGS RD.	147.100	26
208 JENNINGS RD.	147.100	27
204 JENNINGS RD.	147.100	28
200 JENNINGS RD.	147.100	29
196 JENNINGS RD.	147.100	30
192 JENNINGS RD.	147.100	31
188 JENNINGS RD.	147.100	32

* NOTE: Lot exempted from Covenants and Restrictions (Bank Entrance)

	STREET	BLOCK	LOT
184	JENNINGS RD.	147.100	33
180	JENNINGS RD.	147.100	34
3	TAHOE LN.	147.100	35
7	TAHOE LN.	147.100	36
11	TAHOE LN.	147.100	37
15	TAHOE LN.	147.100	38
19	TAHOE LN.	147.100	39
23	TAHOE LN.	147.100	40
27	TAHOE LN.	147.100	41
31	TAHOE LN.	147.100	42
35	TAHOE LN.	147.100	43
43	TAHOE LN.	147.100	44
209	TIMBERLAKE DR.	147.100	45
205	TIMBERLAKE DR.	147.100	46
201	TIMBERLAKE DR.	147.100	47
197	TIMBERLAKE DR.	147.100	48
193	TIMBERLAKE DR.	147.100	49
189	TIMBERLAKE DR.	147.100	50
185	TIMBERLAKE DR.	147.100	51
181	TIMBERLAKE DR.	147.100	52
177	TIMBERLAKE DR.	147.100	53
173	TIMBERLAKE DR.	147.100	54
169	TIMBERLAKE DR.	147.100	55
165	TIMBERLAKE DR.	147.100	56

	STREET	BLOCK	LOT
161	TIMBERLAKE DR.	147.100	57
157	TIMBERLAKE DR.	147.100	58
153	TIMBERLAKE DR.	147.100	59
149	TIMBERLAKE DR.	147.100	60
145	TIMBERLAKE DR.	147.100	61
141	TIMBERLAKE DR.	147.100	62
137	TIMBERLAKE DR.	147.100	63
133	TIMBERLAKE DR.	147.100	64
129	TIMBERLAKE DR.	147.100	65
125	TIMBERLAKE DR.	147.100	66
121	TIMBERLAKE DR.	147.100	67
117	TIMBERLAKE DR.	147.100	68
113	TIMBERLAKE DR.	147.100	69
109	TIMBERLAKE DR.	147.100	70
105	TIMBERLAKE DR.	147.100	71
101	TIMBERLAKE DR.	147.100	72
336	JENNINGS RD.	147.100	73
	JENNINGS RD.	147.100	74 *
320	JENNINGS RD.	147.100	75
316	JENNINGS RD.	147.100	76
312	JENNINGS RD.	147.100	77
308	JENNINGS RD.	147.100	78
304	JENNINGS RD.	147.100	79

* NOTE: BEACH (COMMON AREA)

STREET	BLOCK	LOT
300 JENNINGS RD.	147.100	80
296 JENNINGS RD.	147.100	81
292 JENNINGS RD.	147.100	82
6 TAHOE LN.	147.101	1
160 JENNINGS RD.	147.101	2
152 JENNINGS RD.	147.101	3
148 JENNINGS RD.	147.101	4
144 JENNINGS RD.	147.101	5
140 JENNINGS RD.	147.101	6
136 JENNINGS RD.	147.101	7
132 JENNINGS RD.	147.101	8
128 JENNINGS RD.	147.101	9
124 JENNINGS RD.	147.101	10
120 JENNINGS RD.	147.101	11
116 JENNINGS RD.	147.101	12
112 JENNINGS RD.	147.101	13
108 JENNINGS RD.	147.101	14
104 JENNINGS RD.	147.101	15
100 JENNINGS RD.	147.101	16
96 JENNINGS RD.	147.101	17
92 JENNINGS RD.	147.101	18
88 JENNINGS RD.	147.101	19
84 JENNINGS RD.	147.101	20
337 TIMBERLAKE DR.	147.101	21
333 TIMBERLAKE DR.	147.101	22

STREET	BLOCK	LOT
329 TIMBERLAKE DR.	147.101	23
325 TIMBERLAKE DR.	147.101	24
321 TIMBERLAKE DR.	147.101	25
317 TIMBERLAKE DR.	147.101	26
313 TIMBERLAKE DR.	147.101	27
309 TIMBERLAKE DR.	147.101	28
305 TIMBERLAKE DR.	147.101	29
301 TIMBERLAKE DR.	147.101	30
297 TIMBERLAKE DR.	147.101	31
293 TIMBERLAKE DR.	147.101	32
289 TIMBERLAKE DR.	147.101	33
285 TIMBERLAKE DR.	147.101	34
281 TIMBERLAKE DR.	147.101	35
277 TIMBERLAKE DR.	147.101	36
273 TIMBERLAKE DR.	147.101	37
269 TIMBERLAKE DR.	147.101	38
265 TIMBERLAKE DR.	147.101	39
261 TIMBERLAKE DR.	147.101	40
257 TIMBERLAKE DR.	147.101	41
253 TIMBERLAKE DR.	147.101	42
249 TIMBERLAKE DR.	147.101	43
245 TIMBERLAKE DR.	147.101	44
241 TIMBERLAKE DR.	147.101	45
237 TIMBERLAKE DR.	147.101	46
233 TIMBERLAKE DR.	147.101	47

	STREET	BLOCK	LOT
229	TIMBERLAKE DR.	147.101	48
225	TIMBERLAKE DR.	147.101	49
	TIMBERLAKE DR.	147.101	50 *
34	TAHOE LN.	147.101	51
30	TAHOE LN.	147.101	52
26	TAHOE LN.	147.101	53
22	TAHOE LN.	147.101	54
18	TAHOE LN.	147.101	55
14	TAHOE LN.	147.101	56
10	TAHOE LN.	147.101	57
2	ASPEN LN.	147.102	1
16	ASPEN LN.	147.102	2
20	ASPEN LN.	147.102	3
24	ASPEN LN.	147.102	4
28	ASPEN LN.	147.102	5
32	ASPEN LN.	147.102	6
376	JENNINGS RD.	147.103	1
372	JENNINGS RD.	147.103	2
368	JENNINGS RD.	147.103	3
364	JENNINGS RD.	147.103	4
360	JENNINGS RD.	147.103	5
1	PLACID CT.	147.103	6
5	PLACID CT.	147.103	7
9	PLACID CT.	147.103	8
10	PLACID CT.	147.103	9

	STREET	BLOCK	LOT
6	PLACID CT.	147.103	10
2	PLACID CT.	147.103	11
344	JENNINGS RD.	147.103	12
100	TIMBERLAKE DR.	147.103	13
104	TIMBERLAKE DR.	147.103	14
108	TIMBERLAKE DR.	147.103	15
112	TIMBERLAKE DR.	147.103	16
116	TIMBERLAKE DR.	147.103	17
120	TIMBERLAKE DR.	147.103	18
124	TIMBERLAKE DR.	147.103	19
128	TIMBERLAKE DR.	147.103	20
132	TIMBERLAKE DR.	147.103	21
136	TIMBERLAKE DR.	147.103	22
140	TIMBERLAKE DR.	147.103	23
144	TIMBERLAKE DR.	147.103	24
148	TIMBERLAKE DR.	147.103	25
152	TIMBERLAKE DR.	147.103	26
156	TIMBERLAKE DR.	147.103	27
160	TIMBERLAKE DR.	147.103	28
164	TIMBERLAKE DR.	147.103	29
168	TIMBERLAKE DR.	147.103	30
172	TIMBERLAKE DR.	147.103	31
176	TIMBERLAKE DR.	147.103	32
180	TIMBERLAKE DR.	147.103	33
184	TIMBERLAKE DR.	147.103	34

* NOTE: PLAYGROUND (COMMON AREA)

	STREET	BLOCK	LOT		STREET	BLOCK	LOT
188	TIMBERLAKE DR.	147.103	35	25	LUCERNE LN.	147.103	60
192	TIMBERLAKE DR.	147.103	36	21	LUCERNE LN.	147.103	61
196	TIMBERLAKE DR.	147.103	37	17	LUCERNE LN.	147.103	62
200	TIMBERLAKE DR.	147.103	38	13	LUCERNE LN.	147.103	63
204	TIMBERLAKE DR.	147.103	39	9	LUCERNE LN.	147.103	64
208	TIMBERLAKE DR.	147.103	40	5	LUCERNE LN.	147.103	65
212	TIMBERLAKE DR.	147.103	41	1	LUCERNE LN.	147.103	66
216	TIMBERLAKE DR.	147.103	42	338	TIMBERLAKE DR.	147.103	67
220	TIMBERLAKE DR.	147.103	43	167	JENNINGS RD	147.110	27**
224	TIMBERLAKE DR.	147.103	44				
228	TIMBERLAKE DR.	147.103	45				
232	TIMBERLAKE DR.	147.103	46				
236	TIMBERLAKE DR.	147.103	47				
240	TIMBERLAKE DR.	147.103	48				
244	TIMBERLAKE DR.	147.103	49				
	TIMBERLAKE DR.	147.103	50 *				
326	TIMBERLAKE DR.	147.103	51				
330	TIMBERLAKE DR.	147.103	52				
14	LUCERNE LN.	147.103	53				
18	LUCERNE LN.	147.103	54				
24	LUCERNE LN.	147.103	55				
30	LUCERNE LN.	147.103	56				
34	LUCERNE LN.	147.103	57				
33	LUCERNE LN.	147.103	58				
29	LUCERNE LN.	147.103	59				

* NOTE: Lot exempted from Covenants and Restrictions (Wetlands)

** Lot added through subdivision. Third Amendment dated July 12, 1992 and filed in the Ocean County Clerk's Office on August 7, 1992, in Deed Book 4999, at Page 342 et. seq.;

Tab 4

THE COLONY LAKES HOMEOWNERS
ASSOCIATION RULES AND REGULATIONS
GOVERNING BEACH (COMMON AREA) CONDUCT

Note: All terms used herein shall be given to such terms in the Declaration.

1. No bicycles, scooters, baby carriages, or similar vehicles or toys or other personal articles shall be allowed to stand unattended in any part of the Common Area.
2. As respect to the Common Area, no Member shall make or permit any noises that will unreasonably disturb or annoy the occupants of any of the other lots or permit anything to be done which will unreasonably interfere with the rights, comfort or convenience of the other Members.
3. All refuse, recyclables and garbage shall be deposited with care in containers for such purposes.

(recorded May 15,1990 and amended November 29, 2000 in Ocean County Clerk Office in Deed Book 10244 at Page 965 et. seq.)

4. No Member shall use or permit to be brought into the Common Area any flammables such as oil, gasoline, kerosene, naphtha or benzene, or other articles deemed hazardous to life, limb or property, without in each case obtaining the prior written consent of the Association.
5. Any damage to any portion of the Common Area caused by minor children of the Members or their guests shall be repaired at the expense of said Member(s).
6. Parents or Guardians shall be held responsible for the actions of their minor children and their guests.
7. Members and guests shall display CLHA beach badges when entering or using the beaches when requested by an authorized CLHA representative such as the lifeguard or a member of the Beach Committee.
8. Fishing is not permitted in the swimming area.

(recorded November 8, 2013 in Ocean County Clerk Office in Deed Book 15682 at Page 85 et. seq.)

9. Fishing on the lakes is catch and release only. Fish are to be immediately released back to the lake unharmed at the location where they were caught.

(recorded November 8, 2013 in Ocean County Clerk Office in Deed Book 15682 at Page 85 et. seq.)

10. No animals of any kind, except certified service animals, are allowed in the common areas.

(recorded November 8, 2013 in Ocean County Clerk Office in Deed Book 15682 at Page 85 et. seq.)

Tab 5

BY-LAWS OF THE
COLONY LAKES HOMEOWNERS ASSOCIATION

ARTICLE I. GENERAL PROVISIONS

Section 1. **Identification of the Property.** These By-Laws are adopted for the regulation and management of certain association property, more particularly described in Attachment I to the Declaration.

Section 2. **Administration of the Association Property.** The administration of the property and the management of the Association shall be governed by these By-Laws, as the same may from time to time be amended, and the Declaration.

Section 3. **Association Address.** The Association shall maintain a post office box located at the Post Office in Manahawkin, N.J.

Section 4. **Rules.** The detailed rules governing the use and operation of the common area have been adopted by the Declarant and appear in Article VI of the Declaration.

ARTICLE II. MEETINGS OF THE ASSOCIATION

Section 1. **Regular Meetings of the Association.** Regular Meetings of the Membership shall be held on the first (1st) Thursday of March through November each year. Only subjects submitted to the Secretary for inclusion in the agenda, prepared at least five (5) days prior to the meeting, may be considered and/or voted on at a Regular Meeting. Subjects submitted to the Secretary may be held over, until the next Regular Meeting. All meetings, Regular, Annual or Special shall be conducted in accordance with Robert's Rules of Order, revised.

(recorded May 15, 1990 and amended October 26, 2013 in Ocean County Clerk Office in Deed Book 15682, at Page 85 et. seq.)

Section 2. **Annual Meetings.** The Annual Meeting of the Association shall be called by the President and held on the first Thursday in June of each year. The purpose of the Annual Meeting is to elect, by a simple majority of the responding members' ballots, the officers of the Association whose terms will expire in the current calendar year. The business of the Regular Meeting for June may also be conducted at the Annual Meeting at the discretion of the officers.

(recorded May 15, 1990 and amended October 26, 2013 in Ocean County Clerk Office in Deed Book 15682, at Page 85 et. seq.)

Section 3. **Special Meetings.** The President, when so directed by the a majority of the Executive Board or by a petition of a majority of the members, shall promptly call a Special Meeting of the membership. The meeting announcement shall, in each case, specify the purpose of the meeting. No other business, except so stated, may be considered.

Section 4. **Executive Board Meetings.** The President may call regular or special meetings of the Executive Board. These meetings may be closed to the membership and should be used to discuss matters relating to Association policy and, in particular, personnel matters. Said meetings may also be used to set the agenda for Regular, Special and Annual Meetings of the members. Notice of the Executive Board meetings need not be sent to the general membership.

Section 5. **Notice of Meetings of the Members.** The Secretary shall give notice of each Regular, Annual or Special Meeting to the members at least five days, and no more than twenty days, prior to the date of the meeting. The notice shall specify the time and place of the meeting and include the agenda thereof.

Section 6. **Place of the Meetings.** Meetings of the members shall be held at either of the Stafford Township Recreation Buildings 1) on Jennings Road or 2) on Mill Creek road or at such suitable and convenient location in Stafford Township as may be determined by the Executive Board and published in the notice thereof.

Section 7. **Quorums.** A quorum shall exist at any stated Regular, Annual, or Special meeting if ten (10) members or more, as defined in the Declaration and in good standing, are present. A quorum of Executive Board members shall consist of four (4) members present at any meeting called by the President or Vice President. Absence of a quorum at Regular, Special or Annual meeting described hereinbefore shall require adjournment without the transaction of any business.

Section 8. **Voting.** All Association Members in good standing shall have the right to one (1) vote, as defined in the Declaration. Voting on motions at Regular and Special Meetings shall be conducted by voice vote or by a show of hands. Voting at Annual Meetings shall be conducted by the use of ballots that are distributed to the Members prior to the said meeting. A majority of the responding Members (i.e., either attending in person or responding by mail) is required to carry a motion or elect an Officer. A simple majority of affirmative votes carries the motion, excepting votes that require different margins by the Declaration. Any tie vote in any meeting is considered lost. The Secretary shall count and record all votes in the meeting and announce the results to the Membership.

If a nominated board member(s) is unopposed, the Secretary will then cast one (1) vote electing the said nominee(s), as specified in Robert's Rules of Order.

(as recorded May 15,1990 and amended November 29, 2000 in Ocean County Clerk Office in Deed Book 10244 at Page 965 et. seq.)

ARTICLE III. OFFICERS AND EXECUTIVE BOARD

Section 1. **Number and Qualification.** The business, operation and routine affairs of the Association shall be managed on behalf of the members by the aforementioned Executive Board consisting of seven elected officers; the President; the Vice President-Operations; the Secretary; the Treasurer and; three Area Vice Presidents. Said board members shall be Association members; at least twenty-one of age and; a member in good standing, with no Association initiated liens on their property. They shall not be compensated for their services and shall act in strict compliance with the Declaration and the associated attachments. The same person shall not concurrently hold two or more of the offices of the President, Vice President, Secretary, Treasurer or Area Member. Candidates for the Area Member positions must own property in an area they would represent.

Section 2. **Term of Office.** The members of the Executive Board shall be elected at Annual Meetings to serve two-year terms. Mid-term vacancies that may occur from time to time shall be filled by appointment of the Executive Board and the appointee shall serve the remainder of such term. Members of the Executive Board, that may choose to be a candidate for a different Executive Board position, must submit a letter of resignation prior to the distribution of ballots to the membership. To insure management

continuity, the Executive Board shall be divided into two groups, as specified below in Table I, that are elected in alternate years. A coin toss shall be used to determine which of the two groups stands for election in June of 1990. The officer group not required to participate in the 1990 election shall then stand for office in 1991.

TABLE I	
<u>GROUP 1</u>	<u>GROUP 2</u>
President Treasurer Area Vice President (Upper Lake)	Vice President-Operations Secretary Area Vice President (Lower Lake) Area Vice President (Lake View)

Section 3. Transition Procedure. The revision of the Declaration makes a transition from the Board of Trustees system to the Executive Board format necessary. The elected officers of the present Board of Trustees shall complete their term of office, but said officers shall assume the equivalent, where appropriate, or new, Executive Board titles and responsibilities hereinafter specified. All positions remaining vacant on said board after transition of the elected Board of Trustees shall be filled by appointment. Said appointees shall serve an interim period which shall end with the scheduled election of officers in June, 1990. The interim members shall stand for election in 1990. All of said transition activities shall be completed and the Executive Board positions filled prior to the coin toss hereinbefore specified.

Section 4. Powers and Duties. Subject to the limitations and restrictions contained in the Declaration, these By-Laws and when properly authorized by the membership as set forth in the Declaration, the Executive Board shall have such powers and duties to include, but are not limited to, the following:

1. Preparation of the annual budget and setting the annual assessment.
2. All those obligations and duties described in the Declaration.
3. The power to engage and dismiss employees and to appoint and dismiss agents necessary for the management of the affairs of the Association and the common areas and to assign their duties and fix compensation.
4. The power to enter into, and to perform under, contracts, deeds, leases and other written documents on behalf of the Association.
5. The opening of bank accounts on behalf of the Association and designating the signatures thereof.
6. To bring, prosecute, defend and settle litigation for and against itself, the Association and the Association property, and to pay any adverse judgment entered thereon, provided that it shall make no settlement which results in a liability against the officers, Executive Board members, the Association or the Association property in excess of \$500 without the prior approval of a majority of the members.
7. The Executive Board may, after due consideration, propose to the membership at a regular or special meeting, that a managing agent be employed, at an agreed compensation, to perform such

duties and services as may be approved by the membership. It is the intent herein that all of the obligations inherent to the duties and services of a managing agent shall be those of the Association and under no circumstances shall the Stafford Township be responsible for their performance.

8. The obtaining of insurance to include, at a minimum, the following: 1) Comprehensive General Liability; 2) combined single limit of \$500,000.00 3) Bodily Injury and Property Damage \$1,000,000.00 Umbrella Liability 4) Workman's Compensation for employees, agents and contractors.

9. Bringing alleged violations of the Declaration to the attention of the membership at a Regular meeting for direction and for the implementation of the subsequent enforcement procedures.

Section 5. Execution of Instruments. No agreement, check, deed lease or other instrument shall be binding upon the Association unless entered into on its behalf by the Executive Board and signed by two (2) of the officers. All said officers of the Association shall be covered by fidelity bonds of a corporate surety and the premium costs thereof shall be common expenses hereunder.

Section 6. The President. The term of office shall be two (2) years. The President shall preside at all meetings of the members and at the meetings of the Executive Board, and shall have all of the powers and duties customarily vested in a chief executive officer. He or she shall be specifically responsible for communications with the members. The President, when directed by a vote of the Executive Board, may appoint an assistant secretary and an assistant treasurer from the members of the Association.

Section 7. The Vice President-Operations. The term of office shall be two (2) years. The Vice President—Operations shall assume the duties of the President in his or her absence and shall serve as a regular member of the Environmental Review Committee to provide a liaison with the Executive Board. The Vice President—Operations shall serve as chairperson of, and select three individuals from the general Association membership for, the Nominating Committee.

Section 8. The Secretary. The term of office shall be two (2) years. The Secretary shall be responsible for, but not limited to, the following duties: 1) send notice to the members of all meetings 2) keep minutes of all meetings 3) prepare the agenda for all meetings 4) maintain a voting list with addresses of all Association members 5) prepare and mail the ballots for the Annual and Special Meetings 6) determine the results of such balloting.

Section 9. Treasurer. The term of office shall be two (2) years. The Treasurer shall be responsible for, but not limited to, the following duties: 1) Maintaining full and accurate records and accounts of all receipts and disbursements of the Association funds 2) promptly depositing all funds received by the Association in the designated, interest bearing depository 3) preparing the annual budget 4) preparing a quarterly report of the financial condition of the association 5) presenting the budget and reports at the appropriate membership meeting for approval and authorization 6) arranging for the annual audit of Association accounts.

Section 10. Area Vice Presidents. The three Executive Board Area Vice Presidents shall be elected at the Annual Meeting for two-year terms. The three areas to be represented will be Upper Lake (waterfront), Lower Lake (waterfront-lake or lagoon) and those properties that are not waterfront. In addition to the primary duty of representing the needs of the owners from their area, the Upper (Westerly) Lake Area Vice President shall chair the Neighborhood Committee, which is responsible for maintaining ongoing contacts with the individual Members; the Lower Lake (Easterly) Area Vice President shall chair the Rules Committee, which shall provide guidance and advice to the Executive Board and the Members to insure that the Association properly implements and interprets the revised declaration and; the Lakeview Area Vice President shall chair the Beach Committee, which is charged with the operation and maintenance of the Beach and the Recreation Area.

ARTICLE IV. LIABILITY INDEMNIFICATION.

Section 1. Liability of Officers and Executive Board. The Executive Board, including the officers, and any assistant officers 1) shall not be liable to the Association or the Members as a result of their activities as such for any mistake of judgment, negligence or otherwise, except for their own willful misconduct or bad faith; 2) shall have no personal liability in contract to the Association or a Member or any other person or entity under any agreement, instrument or transaction entered into by them on behalf of the Association in their capacity as such; 3) shall have no personal liability in tort to the Association or to a member or any other person or entity direct or imputed, by virtue of acts performed by them, except for their own willful misconduct or bad faith, or acts performed for them, in their capacity as such; 4) shall have no personal liability arising out of the use, misuse or condition of the Association property, or which might in any other way be assessed against or imputed to them as a result or virtue of their capacity as such.

Section 2. Indemnification by Association. The association shall indemnify and hold harmless any person, his heirs and personal representatives, from and against any and all personal liability, and all expenses including counsel fees, incurred or imposed, or arising out or in settlement for any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, instituted by anyone or more Members or any other persons or entities, to which he shall be or shall be threatened to be made a party by reason of the fact the he/she is or was an officer or Board Member or an assistant officer, other than to the extent, if any, that such liability or expense shall be attributable to their willful misconduct or bad faith, provided, in the case of any settlement, that the Executive Board shall have approved the settlement, which approval shall not be reasonably withheld. Such right of indemnification shall not be deemed exclusive of any other rights to which such person may be entitled as a matter of law or agreement or vote of the Members or the Executive Board, or otherwise. The indemnification by the Association set forth in this Section 2. of this Article IV shall be paid by the Executive Board on behalf of the Association and shall constitute a common expense and shall be assessed and collected as such.

Section 3. Language Concerning Liability Agreements. Every agreement, deed, lease, or other instrument entered into by the Executive Board on behalf of the Association shall provide that said board or assistant officers executing the same are acting only as agents for the Association and shall have no personal liability thereunder (except to the extent, if any, that they may also be Members at the time any such liability is assessed), that any claim by the other party or parties thereto in respect thereto or to the subject matter thereof shall be asserted against the Executive Board, which shall act on behalf of the Association in respect thereto, and that any liability thereunder or in respect of the subject matter thereof shall be borne by those who are Members at the time such liability may be assessed by the Executive Board as a common expense for which assessment each member shall be liable only severally to the extent of their Proportional Interest as therein provided.

Section 4. Costs of Suit in Actions Brought by One or More Members on Behalf of All Members. If any action is brought by one or more, but less than all, Members on behalf of all Members and recovery is had, the plaintiff's expenses, including reasonable counsel's fees, shall be a common expense, provided that if such action is brought against the Association or against the Executive Board, assistant officers, employees or agents thereof, in their capacities as such, with the result that the ultimate liability asserted would, if proved, be borne by all the Members. The Plaintiff's expenses, including Counsel's fees, shall not be charged to or borne by the other Members as a common expense or otherwise.

Section 5. Notice of Suit and Opportunity to Defend. Complaints brought against the Association, or the Executive Board assistant officers, employees or agents thereof, in their respective capacities as such, or the Association property as a whole, shall be directed to the Executive Board, which promptly give

written notice thereof to the Members and shall be defended by the Executive Board, and the Members shall have no right to participate, other than through said board in such defense. Complaints against one or more but less than all Members, or lots, alleging liabilities covered by Section 3 of this Article IV shall be directed to such Members, who shall promptly give written notice thereof to the Executive Board and shall be defended by the such Members, excepting complaints brought against one or more Members that result from actions of the Executive Board or the Association in which case the Association shall assist in the defense.

ARTICLE V. BOOKS, RECORDS AND REPORTS

Section 1. **Maintenance of Books and Records.** The Association shall maintain or cause the Executive Board to maintain complete, accurate and current books and records adequate to reflect fully the operations, proceedings and financial condition of the Association and the operation and condition of the Association Property.

Section 2. **Access to Books and Records.** Such books and records will be kept in the custody of the appropriate Executive Board Member and shall be made available upon written request and reasonable notice to the President or to the officer holding such records by the Members and by holders of mortgages on property within the subdivision.

ARTICLE VI. MISCELLANEOUS.

Section 1. **Notices.** Meeting notices, ballots and other routine correspondence shall be sent by regular mail. Notices of violations and other legal matters hereunder shall be sent by registered or certified mail, post paid, addressed to 1) to the Association at the Post Office Box rented at the Manahawkin, N.J. Post Office, or at such other address as the Association may from time to time designate by written notice to all Members 2) to the Members, at their respective addresses within the Association property, or at such other addresses as they may from time to time designate by written notice to the Association. All notices shall be deemed to have been given when so mailed, except notice of change of address shall be deemed to have been given when received.

Section 2. **Effective Date.** These By-Laws shall become effective when they, as part of the Declaration, have been duly entered of record in the Clerk's office of Ocean County.

Section 3. **Headings.** The headings herein are for reference purposes only and shall not affect the meaning or interpretation of these By-Laws.

Section 4. **Invalidity.** If any provisions of these By-Laws are determined to be invalid, the determination shall not affect the validity or effect the remaining provisions hereof or of the Declarations, both of which shall continue in effect as if such invalid provision had not been included herein.

Section 5. **Conflicts.** The Declaration shall control in the case of any conflict between the provisions thereof and the provisions of these By-Laws.

Section 6. **Noncompliance and Waiver.** Failure, or any threatened failure, to comply with these By-Laws; with the covenants and restrictions set forth in the Declaration or in the deed to each lot shall be grounds for any action for the recovery of damages (including the costs of the Association taking any action necessary to correct or remedy such failure) or for the injunctive relief, or both, maintainable by any member of the Executive Board on behalf of the Association or the Members or in a proper case by an aggrieved Member. No restriction, condition, obligation or provisions contained in the these By-laws, the Declaration or the deed to any lot shall be deemed to have been abrogated or waived by reason of any failure, single or repeated, to enforce the same.

Section 7. Penalties. Continuing, or repeated, violations of any covenant or restriction set forth in the Declaration or these By-Laws by one or more Members or the Executive Board shall, after written notification to the lot owner and after said owner has been given a reasonable time to correct such violation, upon a majority vote of the Members attending a Regular or Special Meeting, be subject to the Special Assessment process as set forth in the Declaration, against the lots of said Members or of the Executive Board. Violations, deemed by the majority of Members attending said meeting to be serious or blatant, shall be assessed \$2,000.00 for each occurrence. Less serious violations, as determined hereinbefore, shall be assessed \$1,000.00 for each occurrence. In addition, the Association shall assess reasonable legal fees to cover the costs of such actions.

(recorded May 15, 1990 and amended October 26, 2013 in Ocean County Clerk Office in Deed Book 15682, at Page 85 et. seq.)