

AMENDMENT AND SUPPLEMENT TO THE BY-LAWS OF
SEAVIEW VILLAGE ASSOCIATION

THIS AMENDMENT AND SUPPLEMENT made this ____ day of _____, 2019, by Seaview Village Homeowners Association, a corporation having its principal office at c/o Metro Associates, LLC, P.O. Box 1669, Brick, New Jersey 08723, hereinafter known as The Association.

WITNESSETH

WHEREAS, SEAVIEW VILLAGE ASSOCIATION is subject to the Declaration of Covenants and Restrictions dated July 28, 1980, recorded in the Ocean County Clerk's Office on July 28, 1980, in Deed Book 3934, Page 483, and re-recorded October 24, 1980, in Deed Book 3954, Page 735; said Declaration of Covenants and Restrictions were amended on February 27, 1989, and recorded in the Ocean County Clerk's Office on March 13, 1989, in Deed Book 4742, Page 0375.

WHEREAS pursuant to Article VI of the By-Laws entitled "Amendments" and N.J.S.A.45:22A-46 the By-Laws may be amended, if so required;

NOW THEREFORE, the Association has, through a mailed ballot, pursuant to N.J.S.A.45:22A-46, voted to adopt the following:

Article XIII. Restrictions on Leasing. No-homeowner may lease, rent or in any way assign the rights» to occupy a home until such time as twenty-four (24) months have passed from the date of delivery and recording of the deed conveying title or date of conveyance by operation of law.

In no event shall more than twelve percent (12%) of the total number of dwellings be leased, rented or occupied by anyone other than the record owner(s). Tenants and occupants must be at fifty-five (55) years of age.

Except as hereinafter provided, no dwelling shall be leased by the Owner thereof or otherwise utilized for transient or hotel purposes, which shall be defined as (i) rental for any period less than twelve (12) consecutive months; or (ii) any rental wherethe occupants of the dwelling are provided customary hotel services, such as room service for food and beverages, maid service, furnishing laundry and linen, and bellboy service, provided, however, that a dwelling may be rented so long as such rental is (i) of the entire dwelling, (ii) for a period of not less than twelve (12) consecutive months, except rentals may be for less than twelve (12) consecutive months if rented (1) to a person who is then under contract to purchase such dwelling; (2) are expressly subject to all provisions of the Covenants, Restrictions, Bylaws, and Rules and Regulations (herein after Documents) provided that any failure of the lessee to fully comply with terms and conditions of such Documents shall constitute a default under the lease; and (3) expressly assigns the delinquency in the payment of common assessments 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 assessments and other charges are due and payable to the Association with respect to the dwelling. Moreover, no lease or occupancy of a dwelling shall be permitted unless a true copy of the lease is furnished in advance to the Association, together with proof of identity of lessee, the current addresses and phone numbers of both the owner and the lessee. An administrative fee may be charged by the Association to administer these restrictions. In addition, the Owner of the dwelling shall not have the right to utilize the Common Elements during any period that said dwelling is rented. No dwelling Owner may lease less than an entire dwelling. The lessee shall, prior to possession, sign an acknowledgement in a form acceptable to the Association indicating lessee's acceptance of the restrictions contained herein.

Subject to the foregoing restrictions, the dwelling Owners shall have the right to lease their dwelling provided that a lease is in writing and made subject to all provisions of the Documents of the Association and other documents referred to herein, including the right of amendment, and provided further that any failure of the lessee to fully comply with the terms and conditions of such Documents shall constitute a material default under the lease and be grounds for termination and eviction.

In the event a tenant of a dwelling fails to comply with the provisions of the Documents then, in addition to all other remedies which it may have, the Association shall notify the dwelling Owner of such violation(s) and demand that the same be remedied through the dwelling Owner's efforts within thirty (30) days after such notice. If such violation(s) is not remedied within said thirty (30) day period, then the dwelling 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 dwelling 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 dwelling Owner and at the dwelling 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 dwelling involved, and collection thereof may be enforced by the Board in the same manner as the Board is entitled to enforce collection of common assessments. By acceptance of a deed to any dwelling, each and every dwelling 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.

The Association may impose a fine of up to \$500.00 per occurrence for violations of rental period and/or lease filing. In the event of a short term lease, the violation shall be for each month the lease fails to meet the one year minimum lease term.

A dwelling Owner may not lease a dwelling 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 dwelling.

This amendment shall not be applied retroactively to any existing homeowner who acquired title by Deed dated on or before February 14, 2019.

Except as expressly modified herein, all other terms and conditions of the By-Laws shall remain in full force and effect and in any case of conflict, the provisions hereof deemed controlling.