


<p>Gloucester County Recording Data Page Honorable James N. Hogan Gloucester County Clerk</p> 	<p>Official Use Only – Barcode REQUESTED COPY</p>
<p>Official Use Only – Record & Return Ansell Grimm & Aaron, PC c/o David J. Byrne, Esq. 100 Canal Pointe Blvd., Suite 206 Princeton, NJ 08540</p>	<p>Official Use Only – Realty Transfer Fee</p>
<p>Date of Document: 03/16/2026</p>	<p>Type of Document: Amendment to By-Laws</p>
<p>First Party Name: Rittenhouse at Locust Grove Homeowners Association, Inc.</p>	<p>Second Party Name:</p>
<p>Additional Parties:</p>	

THE FOLLOWING SECTION IS REQUIRED FOR DEEDS ONLY	
<p>Block:</p>	<p>Lot:</p>
<p>Municipality:</p>	
<p>Consideration:</p>	
<p>Mailing Address of Grantee:</p>	

THE FOLLOWING SECTION IS FOR ORIGINAL MORTGAGE BOOKING & PAGING INFORMATION FOR ASSIGNMENTS, RELEASES, SATISFACTIONS, DISCHARGES & OTHER ORIGINAL MORTGAGE AGREEMENTS ONLY	
<p>Original Book: 3573</p>	<p>Original Page: 94</p>

GLOUCESTER COUNTY RECORDING DATA PAGE
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FIRST AMENDMENT TO THE BY-LAWS OF THE RITTENHOUSE AT LOCUST GROVE HOMEOWNERS ASSOCIATION (“Association”)

This AMENDMENT to the ASSOCIATION’S BY-LAWS (“By-Laws”) is made March 16, 2026, with respect to the homeowners association located in Deptford Township at or about lot 1, block 5.39, as noted in the Association’s Declaration of Covenants, Conditions, and Restrictions, recorded April 8, 2023, in deed book 3573, page 94, et seq. (“Declaration”).

WITNESSETH

WHEREAS, New Jersey law sets forth how a homeowners association can amend its by-laws and that any such amendment is effective upon recordation;

WHEREAS, the By-Laws are recorded as part of the Declaration;

WHEREAS, on October 8, 2025, the Association’s Board of Trustees (“Board”), via motion and unanimous vote, at a Board meeting open to attendance of owners, amended the By-Laws and less than 10% of the Association’s owners rejected said amendment; and,

NOW, THEREFORE, BE IT RESOLVED THAT the By-Laws are amended as follows, such that the text set forth below is now, in total, ARTICLE X of the By-Laws:

ARTICLE X USE RESTRICTIONS

In addition to those restrictions set forth in the Declaration and the New Jersey Planned Real Estate Development Full Disclosure Act (“PREFDA”), the following restrictions shall apply to the use of all property of the Homeowners Association, subject to such Rules and Regulations regarding the use and operations thereof as shall be duly adopted from time to time by the Board pursuant to “PREFDA” and these By-laws:

1. The property of the Homeowners Association shall be used only for the furnishing of services and facilities for which the same are reasonably intended and suited.
2. No person shall post any advertisements or posters of any kind or any signage of any kind in or on the Property except as authorized by the Homeowners Association or as otherwise provided herein.
3. All Members and occupants shall exercise extreme care about making noises or in the use of musical instruments, radios, television and amplifiers so as not to disturb other Members or occupants. No noxious or offensive activities of any kind shall be carried on, in or upon the property of the Homeowners Association, nor shall anything be done therein either willfully or negligently, which may be or become an annoyance or nuisance to other Members or occupants.
4. In order to provide an orderly procedure in the case of title transfers, and to assist in the maintenance of a current, up-to-date roster of Members, a Member shall give the Secretary of the Homeowners Association timely notice of his intent to list his Lot for sale, and, upon closing of the title shall forthwith notify the Secretary of the names and home addresses of the Lot

purchasers.

5. Further appropriate rules and regulations controlling the use of Common Areas may be made from time to time upon being duly adopted by a majority vote of the Board provided, however, that copies of such rules and regulations are furnished to each Member prior to the time that the same become effective.

6. Except as set forth below, no Lot shall be Leased (as defined infra.) by the Lot Owner ("Lease Prohibition"). "Lease" shall mean and refer to any written, verbal and/or implied agreement concerning and/or providing for leasing, rental and/or occupancy of any Lot by someone other than that Lot's record owner(s), whether entity and/or natural person, including any sublease. Notwithstanding the Lease Prohibition, each Lot that is subject to a Lease with a term commencing prior to January 1, 2026 may continue to Lease that Lot so long as that Lot's ownership remains unchanged (collectively, "Currently Leased Lots").

a. Lease Prohibition Application. Not later than March 1, 2026 (or such longer time as the Association deems necessary, in its discretion), the Association shall create a record conclusively identifying the occupancy status of each Lot ("Lot Occupancy Report"). The Lot Occupancy Report shall include the name of every occupant over the age of 18, verified by a valid driver's license issued by any of the country's 50 states, or the District of Columbia. The Lot Occupancy Report shall also include a copy of the current recorded deed connected with each Lot ("Lot Deeds"). The Lot Occupancy Report shall identify each Lot with respect to which its occupants over the age of 18 match the names identified in each of the relevant Lot Deeds ("Owner Occupants"). The Lots in which the Owner Occupants reside are the "Owner-Occupied Lots". The Lot Occupancy Report shall identify which of the Lots are not Owner-Occupied Lots ("Leased Lots"). The Lease Prohibition shall apply to both Leased Lots and the Owner-Occupied Lots except that the Leased Lots may be Leased into perpetuity, provided there is compliance with all other aspects of this Paragraph 6.

b. Leased Lots. Only a Lot and/or Lot Owner having paid, timely and in full, all assessments, late fees, interest, attorneys' fees, costs, fines and/or expenses having been incurred by the Association to protect and/or remediate a Lot or otherwise, connected with said Lot, may Lease the Lot. Only a Lot and/or Lot Owner having executed, completed and submitted any mandatory Lease rider or similar document may Lease the Lot.

c. None of the Leased Lots may Lease the Lot for transient or hotel purposes, defined as (i) rental for any period of less than one (1) year, or (ii) rental if the occupants of the dwelling unit are provided customary hotel services, such as room services for food and beverages, maid service, furnishing laundry and linen bell boy service, etc.

d. Not less than an entire Leased Lot may be Leased.

e. The Association is empowered to own, possess, Lease, occupy, enter and/or otherwise control any Lot its Owner desires to surrender, or with respect to which it has been granted, assigned and/or enjoys the right to own, possess, Lease, occupy, enter or otherwise

control as a result of a foreclosure, receivership, deed, purchase, assignment by and/or contract with an owner, or otherwise. "Surrender of a Lot" shall mean and refer to a Lot Owner's absence from and/or failure to occupy said Lot, not have it Leased (as defined elsewhere herein) in strict accordance with those conditions set forth herein, within a period of time determined by the Board of Trustees and the Lot's failure to have paid, timely and in full, all common expense charges, late fees, interest, attorneys' and/or counsel fees, costs, fines and/or those expenses having been incurred by the Association to protect, repair, maintain and/or remediate said Lot.

f. The Association is empowered to repair, protect, maintain and/or remediate a Lot with the status of that described in subsection (e) above. Any expenses incurred as a result shall be considered and treated as common expense charges, including without limitation the manner by which the Association can make, secure, recover and/or collect common expense charges.

g. Notwithstanding anything else herein to the contrary, the Association is empowered to make and enforce rules related to the interpretation and/or enforcement of this Paragraph 6.

h. The Association may make, levy and collect, in relation to every Lease, a charge that is reasonably related to the Association's expenses connected with the overall Leasing of Lots, in general.

No other Modification. All other provisions contained in the By-Laws, except as modified herein, shall remain in full force and effect. If and to the extent any portion of this Amendment is determined to be invalid, to violate any applicable laws, or to violate the By-Laws, portion(s) shall be deemed inapplicable, ineffective and unenforceable to the extent necessary to avoid such violation, but the remaining provisions hereof will not be affected or impaired.

IN WITNESS WHEREOF, the Association has caused this amendment to be executed by its authorized representatives, as of the date set forth above, as follows:

Wendy Toms
Wendy Toms, President
Rittenhouse at Locust Grove Homeowners Association, Inc.

STATE OF NEW JERSEY
COUNTY OF MERCER, to wit:

I CERTIFY that on March 16, 2026, before me, personally appeared Wendy Toms, Board President in her capacity as President of the Board, with respect to the Association, the corporation named therein, and this document was signed and delivered by the President on behalf of the corporation as her voluntary act and deed as duly authorized by the By-Laws.

Mallory J Skinner
Notary Public

MALLORY J SKINNER
Notary Public, State of New Jersey
Comm. # 60239305
My Commission Expires 11/7/2030