



**SOMERSET COUNTY
DOCUMENT COVER SHEET**

Steve Peter, County Clerk
Electronically Recorded Somerset County, NJ
2021 Apr 16 09:18 AM
BK: 7332 PGS: 1556-1560
Instrument # 2021024466
Fee: \$83.00 Doc Type: AGTDEEDN

HON. STEVE PETER
SOMERSET COUNTY CLERK
PO BOX 3000
20 GROVE STREET
SOMERVILLE, NJ 08876

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DATE OF DOCUMENT: 2021-04-15	TYPE OF DOCUMENT: AGREEMENT DEED
FIRST PARTY <i>(Grantor, Mortgagor, Seller or Assignor)</i>	SECOND PARTY <i>(Grantee, Mortgagee, Buyer, Assignee)</i>
Canal Walk Homeowners Association Inc	Canal Walk Homeowners Association Inc
ADDITIONAL PARTIES:	

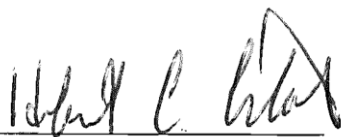
THE FOLLOWING SECTION IS REQUIRED FOR DEEDS ONLY	
MUNICIPALITY: Franklin	MAILING ADDRESS OF GRANTEE:
BLOCK:	
LOT:	
CONSIDERATION:	

THE FOLLOWING SECTION IS FOR ORIGINAL MORTGAGE BOOKING & PAGING INFORMATION FOR ASSIGNMENTS, RELEASES, SATISFACTIONS, DISCHARGES & OTHER ORIGINAL MORTGAGE AGREEMENTS ONLY			
BOOK	PAGE	INSTRUMENT #	DOCUMENT TYPE
5226	3504		AGREEMENT DEED

**DO NOT REMOVE THIS PAGE
THIS DOCUMENT COVER SHEET IS PART OF THE SOMERSET COUNTY FILING RECORD
RETAIN THIS PAGE FOR FUTURE REFERENCE**

AMENDMENT TO THE
DECLARATION OF COVENANTS AND RESTRICTIONS FOR
CANAL WALK HOMEOWNERS ASSOCIATION, INC.

Prepared By:



Hubert C. Cutolo, Esq.
Attorney at Law, State of New Jersey

Date:

Record and return to:
Cutolo Barros LLC
46-50 Throckmorton Street
Freehold, New Jersey 07728

STATEMENT OF AMENDMENT

THIS AMENDMENT made this 15 day of APRIL, 2021 (the "Amendment") by Canal Walk Homeowners Association, Inc., a New Jersey nonprofit corporation, having its principal office at c/o 100 Canal Walk Blvd., Somerset, New Jersey 08873, Attention: Thomas Merklinger (hereinafter the "Association").

WITNESSETH:

WHEREAS, the Canal Walk Homeowners Association, Inc. was established and exists as a non-profit corporation and by virtue of a certain Declaration of Covenants and Restrictions (the "Declaration") recorded on October 22, 2002 in the Office of the Clerk of Somerset County in Deed Book 5226, Page 3504, et seq., as may be amended; and

WHEREAS, Article IV, Section 3 of the Declaration provides, "[t]he Association shall be managed by a Board of Directors and Association officers in accordance with the provisions of the Certificate of Incorporation of Canal Walk Homeowners Association, Inc. and the Association By-Laws...[;]" and

WHEREAS, Article IX of the Declaration provides that the Declaration may be amended "... by a vote of at least two-thirds (2/3) of all Members in good standing, at any meeting of the Association duly held in accordance with the provisions of the By-Laws ..."; and

WHEREAS, at a meeting of the Association duly held in accordance with the provisions of N.J.S.A. 2A:62A-14 and Article IX of the Declaration on APRIL 14, 2021, a quorum being present, this Amendment to the Declaration was approved by the affirmative vote of at least two-thirds (2/3) of the votes entitled to be cast at a meeting duly held for such purpose; and

WHEREAS, the Board of Directors (the "Board") has determined that it is in the interest of the Association to have such Amendment to the Declaration recorded in the Somerset County Clerk's Office, the Amendment is now hereby submitted for recording in the Somerset County Clerk's Office;

NOW, THEREFORE, the Association hereby amends and supplements the Declaration as follows:

1. The Members of the Association voted to amend the Declaration and did so amend the Declaration as follows by adding the following Article XIV to the Declaration, which reads as follows:

Article XIV. Tort Immunity. The Association shall not be liable in any civil action brought by or on behalf of a homeowner and their spouse or civil union partner to respond in damages as a result of bodily injury to the homeowner and their spouse or civil union partner occurring on the Association's premises. Nothing in this


provision shall be deemed to grant immunity to the Association for bodily injury caused by the Association's willful, wanton, or grossly negligent act of commission or omission.

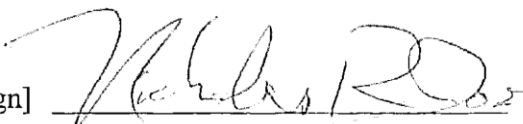
- 2. All other terms and conditions of the Declaration remain in full force.
- 3. Should any provision hereof be determined to be invalid, the remaining provisions hereof shall remain in full force and effect.
- 4. Any provision contained within any previously adopted resolution or amendment of the Association, which conflicts with any provisions set forth herein, shall be deemed void and the provision contained herein shall govern.

IN WITNESS WHEREOF, Canal Walk Homeowners Association, Inc., has caused this instrument to be executed by its duly authorized representative this 15 day of APRIL, 2021.

WITNESS:

Canal Walk Homeowners Association, Inc.

[sign] 

[sign] 

[print] Bernard Worsh
Secretary v.p.

[print] Nicholas R. Iorio
President

