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CLEARBROOK TUDOR VILLAGE CONDO  
MINIUM ASSOCIATION, NO. 18-B

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STATE OF NEW JERSEY  
MIDDLESEX COUNTY CLERK

ELAINE FLYNN  
COUNTY CLERK



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RESOLUTION OF 2003 AMENDING THE BYLAWS OF  
CLEARBROOK TUDOR VILLAGE  
CONDOMINIUM ASSOCIATION, NO. 18-B

RECORDED  
ELAINE M. FLYNN  
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It is hereby resolved that the following portions of the bylaws of the ~~Clearbrook Tudor~~ Village Condominium Association, No. 18-B be amended by **deleting** the words ~~surrounded by the bold double square brackets, [[ ]],~~ and adding the words shown in **bold underlined**, as follows:

**In ARTICLE II:**

**SECTION 1. *Place of Meeting.*** All annual meetings of the Condominium Association shall be held on the Third ~~[[Thursday]]~~ **Tuesday** in May in each year~~[[, except that the first annual meeting shall be held not more than sixty (60) days after thirty-one (31) of the condominium units ("Units") at Clearbrook Tudor Village, a Condominium, Section No. 18-B have been conveyed to individual owners ("Unit Owners")]]].~~ If the election of directors shall not be held on the day designated herein for any annual meeting or at any adjournment of such meeting, the Board of Directors shall cause the election to be held at a special meeting as soon thereafter as conveniently may be. At such special meeting the members may elect the directors and transact other business with the same force and effect as at an annual meeting duly called and held.

**SECTION 4. *Quorum.*** At each meeting of the members twenty-five (25%) percent of Unit Owners, present in person **and entitled to vote, one vote per Unit, more specifically thirty-one (31)**, shall constitute a quorum for the transaction of business except where otherwise provided by law. In the absence of a quorum the Unit Owners present in person and entitled to vote, by majority vote, may adjourn the meeting from time to time, until a quorum shall be present or represented. At any such adjourned meeting at which a quorum may be present any business may be transacted which might have been transacted at the meeting originally called.

**SECTION 6 (a)**

The owner(s) of each Unit **in Clearbrook Tudor Village** ~~[[ built or to be built]]~~ shall have one vote per Unit, as set forth in the Master Deed, and

**SECTION 7. *Judges.*** If at any meeting of the members a vote by ballot shall be taken on any question, the chairman of such meeting shall appoint two judges to act thereat with respect to such vote. Each judge so appointed shall first subscribe an oath faithfully to execute the duties of a judge at such meeting with strict impartiality and according to the best of his ability. Such judges shall decide upon the qualifications of voters and shall report the number ~~[[and value]]~~ of **Owners** ~~[[shares represented at the meeting and]]~~ entitled to vote on such question, shall conduct and accept the votes, and, when the voting is completed, shall ascertain and report the number of ~~[[shares voted]]~~ **votes** respectively for and against the question. Reports of judges shall be in writing and subscribed and delivered by them to the secretary of the meeting. The judges need not be members of the Condominium Association, and any officer of the Condominium Association may be a Judge on any question other than a vote for or against his election to any position with the Condominium Association or on any other question in which he may be directly interested.

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**In ARTICLE III, SECTION 1:**

(o)(2) To the extent ~~[[d]]~~ obtainable, public liability insurance in such limits as the Board of Directors, may, from time to time, determine covering each member of the Board of Directors, the managing agent, the manager, and each member. Such public liability coverage shall also cover cross liability claims of one insured against another. The Board of Directors shall review such limits once a year. Until the first meeting of the Board of Directors following the first annual meeting of the members, such public liability insurance shall be amounts not less than \$500,000.00/\$1,000,000.00 for claims for bodily injury and \$25,000.00 for claims for property damage.

Members shall not be prohibited from carrying other insurance for their own benefit provided that all such policies shall contain waivers of subrogation and further provided that the liability of the carriers issuing insurance obtained by the Board of Directors shall not be affected or diminished by reason of any such additional insurance carried by any member.

The Board of Directors shall appoint an Insurance Trustee for the purposes mentioned herein. Said Insurance Trustee shall not be a member of the Condominium Association, or an employee of the ~~[[developer or the]]~~ manager, and shall discharge his duties in accordance with these By-Laws. ~~[[The initial Insurance Trustee shall be Arthur L. Phillips, 87 Bayard Street, New Brunswick, New Jersey, who shall serve at the pleasure of the Board.]]~~

(r) The powers granted to the Board herein to borrow money on a real estate mortgage, pass title to real estate, or purchase real estate shall only be exercised by a Board ~~[[controlled by Unit Owners]]~~ with the assent of **at least** seventy-five (75%) percent of **the Unit Owners entitled to vote with one vote per Unit** ~~[[members]]~~.

(t) The powers herein granted or necessarily implied shall be construed to favor the broadest discretion of the Board of Directors, except that the Board of Directors shall have the duty to exercise all of such powers as required by law and by subparagraphs (i), (j), (k), (l), and (o) of this Section 1 of Article III, and shall be governed by the following with respect to its fiscal duties and responsibilities: ~~[[:]]~~

(1) *Common Receipts.* The Board shall have the duty to collect "common expenses" assessed against each Unit Owner, his, her or their heirs, administrators, successors and assigns, a proportionate part of the common expense of the Condominium as provided in the Master Deed and in accordance with applicable law. The Board shall have the power to estimate the cost in advance on an annual basis and to give notice thereof to the Unit Owners in the manner herein provided and the same shall be a lien against each Unit. ~~[[While the Sponsor maintains a majority of the Board of Directors, it shall make no additions, alterations, improvements or purchases not contemplated in this Offering which would necessitate a special assessment or a substantial increase in the monthly assessment unless required by a government agency, title insurance company, mortgage lender or in the event of an emergency.]]~~

(9) *Annual Audit.* The Board shall submit the books, records and memoranda to an annual audit by a disinterested certified public accountant who shall audit the same and render a report thereon in writing to the Board and in summary form to the members and such other persons, firms or corporations as may be entitled to same. [[While the Developer maintains a majority of the Board, he shall have an annual audit of Association funds prepared by an independent accountant, a copy of which shall be delivered to each Unit Owner within ninety (90) days of the expiration of the fiscal year of the Association.]] The audit shall cover the operating budget and reserve accounts.

[[11) *Fidelity Bond.* While the Developer maintains a majority of representation on the Board, he shall post a Fidelity Bond or other guarantee acceptable to the Agency, in an amount equal to the annual Budget. For the second and succeeding years the Bond or other guarantee shall include accumulated reserves.]]

[[12) *Homeowners Rights.* While the Developer maintains control of the Board, he shall take no action which adversely affects the homeowners rights under N.J.S.A. 5:25-5.5. Claims relative to defects in Common Elements shall be processed in accordance with N.J.S.A. 5:25-5.5.]]

#### **In ARTICLE III:**

**SECTION 2. *Number, Qualification and Term of office.*** Until their successors shall have been elected and qualified, the Board shall consist of nine (9) members, each of whom shall serve for staggered terms of three (3) years. **At each Annual Meeting, except for the filling of vacancies caused by conditions other than expiration of a term, three (3) Directors shall be elected each to a term of three (3) years.** [[At the first Annual Meeting subsequent to the passage of this amendment, the three (3) Directors receiving the highest number of votes shall serve for a term of three (3) years; the three (3) Directors receiving the next highest number of votes shall serve for a term of two (2) years; and the remaining three (3) Directors shall serve for a term of one (1) year. Thereafter, at all subsequent meetings at which Directors are elected, each Director shall be elected to a term of three (3) years.]]

**SECTION 3. *Vacancies.*** Any vacancy in any Board of Directors caused by any reason, other than the removal of a director by a vote of the members of the Condominium Association, shall be filled by vote of the majority of the remaining directors, even though they may constitute less than a quorum. [[When a member of the Board of Directors who has been elected by Unit Owners other than Sponsor is removed or resigns, that vacancy shall be filled by a Unit Owner other than Sponsor.]] Each person so elected shall be a director until a successor is elected at the next annual meeting of the Condominium Association to act for the unexpired term of his predecessor.

**SECTION 4. *Removal of Directors.*** At any regular or special meeting of the Condominium Association duly called, any one or more of the directors, except the appointed directors, may be removed with or without cause by a ninety (90%) percent vote of the Unit Owners **entitled to vote with one vote per Unit,** and a successor may then and there be elected to fill the vacancy thus created. Any director whose removal has been proposed by the Unit Owner(s) shall be given an opportunity to be heard at the meeting.

**In ARTICLE VI:**

**SECTION 1. *Structural Alterations.*** No member shall make any structural addition, alteration or improvement in or to his Unit, including any exterior painting or exterior alteration or addition (including awnings, grills, television or radio antennas, etc.) without the prior written consent thereto of the Condominium Association and the Clearbrook Community Association. Each Board of Directors shall have the obligation to answer in writing any written request by a member for approval of a proposed structural addition, alteration, or improvement in such member's Unit, within sixty (60) days after such request, and failure to do so within the stipulated time shall constitute a consent by the Board of Directors to the proposed addition, alteration or improvement. Any application to any municipal authority for a permit to make an addition, alteration or improvement in or to any Unit shall be executed by the Board of Directors of the Community Association only, without, however, incurring any liability on the part of the Community Association Board of Directors or any of them to any contractor, subcontractor or materialman on account of such addition, alteration or improvement, or to any person having any claim for injury to person or damage to property arising therefrom. [[The provisions of this section shall not apply to Units owned by the Sponsor until such Units have been initially sold and conveyed by the Sponsor.]] Nothing herein shall be construed to prohibit the reasonable adaptation of any Unit for handicap use.


**In ARTICLE VII:**

These By-Laws, or any of them, may be altered, amended or repealed, or new By-Laws may be made, at any meeting of the Condominium Association duly constituted for such purpose, a quorum being present, by an affirmative vote of seventy-five (75%) percent of the votes of the condominium unit owners entitled to be cast in person, more specifically ninety-one (91) [[, except that the first annual meeting may not be advanced and the first Board of Directors (including replacements in case of vacancies) may not be removed by reason of any such amendment or repeal. The Sponsor shall not be permitted to cast any votes held by him for unsold lots, parcels, units or interests for the purpose of amending the Master Deed, By-Laws or any other document for the purpose of changing the permitted use of a lot, parcel, unit or interest, or for the purpose of reducing the common elements or facilities]].

**AMENDMENT OF THE BY-LAWS  
OF  
CLEARBROOK TUDOR VILLAGE  
CONDOMINIUM ASSOCIATION, NO. 18-B**

THIS IS TO CERTIFY that the attached "Resolution of 2003 Amending the Bylaws of Clearbrook Tudor Village Condominium Association, No. 18-B", having been submitted to all of the members of the Tudor Village Condominium Association (the Association), and having been approved by the unit owners representing in excess of 75% of the units of the Association as required by the present bylaws, was duly approved and formally adopted on March 30, 2004.

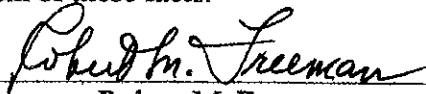
This certification and the application of the corporate seal of the Association is made pursuant to the authority granted to the undersigned by the Board of Directors of the Tudor Village Condominium Association to supervise, tabulate and certify the vote for the attached bylaw-amending resolution.

  
\_\_\_\_\_  
Robert M. Freeman, Recording Secretary  
and Parliamentarian

STATE OF NEW JERSEY  
COUNTY OF MIDDLESEX

I CERTIFY that on April 8th, 2004, ROBERT M. FREEMAN personally came before me and he acknowledged under oath, to my satisfaction, that:

- (a) He is the Recording Secretary and Parliamentarian of Clearbrook Tudor Village Condominium Association, Inc., Section 18B;
- (b) This document was signed and delivered by the Association corporation as its voluntary act duly authorized in the manner required by Article VII of its present bylaws;
- (c) He knows the proper seal of the corporation which was affixed to this document; and
- (d) He signed this proof to attest to the truth of these facts.

  
\_\_\_\_\_  
Robert M. Freeman  
Recording Secretary and Parliamentarian

Sworn to and subscribed before  
me this 8th day of April, 2004.

  
\_\_\_\_\_  
Notary Public

CATHERINE P. BRAVAKIS  
NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES MAY 26, 2008

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