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## CERTIFICATE OF INCORPORATION OF

OF WESTWOOD VILLAGE CONDOMINIUM ASSOCIATION, INC.

# DB4920-0181

# CERTIFICATE OF INCORPORATION

WESTWOOD VILLAGE CONDOMINIUM ASSOCIATION. INC.

#### DATED: December 31, 1987

## Record and Return to:

GREENBAUM, ROWE, SMITH, RAVIN, DAVIS & BERGSTEIN P.O. Dox 5800 Woodbridge, New Jersey 07095 Attn: Benjamin D. Lambert, Jr., Esq.

# 084820-0182

## CERTIFICATE OF INCORPORATION

## OP WESTWOOD VILLAGE CONDOMINIUM ASSOCIATION. INC.

DATED: December 31, 1987

## Record and Return to:

GREENBAUM, ROWE, SWITH, RAVIN, DAVIS & BERGSTEIN P.O. Dox 5600 Woodbridge, New Jersey 07095 Attn: Benjawin D. Lambert, Jr., Esq.

# 084820-0182

In cospliance with the requirements of Title 15A, of the New Jersey Statutes Annotated, the undersigned, whom is of full age, has this day voluntarily agreed to act as the incorporator for the purpose of forming a corporation not for profit, and do hereby certify:

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#### ARTICLE I

The mass of the corporation is "WESTMOOD VILLAGE CONDONINIUM ASSOCIATION. INC.." a New Jersey nonprofit corporation, hereinafter called the "Condominium Amsociation".

### ARTICLE II

The principal office of the Condominium Association is 150 Highway 9, Freehold, New Jersey 07728.

### ARTICLE III

Frank Dwyer, whose mailing address and location is 150 Highway 9. Freehold. New Jersey 07728, is hereby appointed the initial registered arent of this Condominium Association.

#### ARTICLE IV

Purpose and Powers of the Condominium Association

This Condominium Association does not contemplate perunlary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for the minimance. preservation and control of the common elements within that certain tract of property subjected to the Condominium form of ownership by a certain Master Deed for Mestwood Village Condominium, and any supplements or amend-

## DB4820-0183

ments thereto, recorded in the Office of the Clerk of Monsouth County. and to promote the health, safety and welfare of the residents within the above described property and for these purposes:

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- (a) To exercise all of the powers and privileges and to perform all of the duties and obligations of the Condominium Association as set forth in the By-Laws for said Condominium Association, said By-Laws being incorporsted herein as if set forth at length;
- (b) To fix, levy, collect and enforce payment by any lawful seans, of all charges or assessments pursuant to the terms of said Master Deed and the By-Laws of the Condominium Association; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Condominium Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Condominium Association.
- (c) To acquire (by gift, purchase, or otherwise), own, hold. improve, build upon, operate, maintain, convey, sell. lease. transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Condominium Association;

(d) To borrow money to mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred; and

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(e). To have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of New Jersey by law may now or hereafter have or exercise.

### ARTICLE V

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### Mesbership

Every person or entity who is a record owner of a fee interest in any Condominium Unit which is subject to the Master Deed aforemnid is subject to assessment by the Condominium Association, and qualifies in accordance with the By-Laws, shall be a member of the Condominium Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Ownership of any such Unit shall be the mole qualification for membership. Upon termination of the interest of the Unit Owner, his membership shall automatically terminate and shall be transferred and shall inure to the new Unit Owner succeeding him in interest.

### ARTICLE VI

### Board of Directors

The affairs of this Condominium Association shall be managed by a Board of Directors. The initial Board of Directors shall be composed of three (3) persons who need not be members of the Condominium Association. The number of Directors may be changed pursuant to the By-Laws of the Condominium Association. The names and address of the persons who are to act in the capacity of Directors until the selection of their successors are:

(e). To have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of New Jersey by law may now or hereafter have or exercise.

## ARTICLE V

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### Board of Directors

The affairs of this Condominium Association shall be managed by a Board of Directors. The initial Board of Directors shall be composed of three (3) persons who need not be members of the Condominium Association. The number of Directors may be changed pursuant to the By-Laws of the Condominium Association. The names and address of the persons who are to act in the capacity of Directors until the selection of their successors are:

Marianne Coughlin 150 Highway 9 07728

S. Vartas

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Joyce B. Potter 150 Highway 9 Freehold, New Jersey Preehold, New Jersey 0,7728

Frank Dwyer 150 Highway 9 Freehold, New Jersey 07728

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The method of electing Directors shall be set forth in the By-Laws

of the Condominium Association.

ARTICLE VII

### Distribution of Assets

Upon dissolution, the assets of the Condominium Association shall . . be distributed in accordance with each member's respective proportionate interest in the Common Elements of the Condominium.

### ARTICLE VIII

### Duration

The corporation shall exist perpetually.

ARTICLE IX

Amendments

Amendment of this Certificate shall require the assent of seventyfive (75%) percent of the members.

IN WITNESS WHEREOF, for the purpose of forming this non-profit corporation under the laws of the State of New Jersey, the undersigned, Felicia M. Cassels, the incorporator of this Condominium Association, has executed this Certificate of Incorporation this Sist day of December, 1987.

M. Caure LICIA M. CASSELS

Metro Corporate Campus I 99 Wood Avenue South Iselin, New Jersey 08830

TATE OF NEW JERSEN: SS.: DUNTY OF NIDDLESER: BE 17 REMEMBERED, that on this 31st day of December. 1987 before set the subscriber, a Notary Public of the State of New Jersey, personally sppeared FELICIA N. CASSELS, who, 1 am satisfied is the person named in and who executed the within Instrument. and thereupon acknowledges that she signed, scaled and delivered the same as her act and

deed, for the uses and purposes therein expressed.

antes .

PELLETIE Α.

A Notary Public of New Jerseyo

PATRICIA & PELLETIER A Hotary Public of New Jersey My Commission Expires Oct. 29, 1989

### EXHIBIT 1E

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BY-LAWS

OF

WESTWOOD VILLAGE CONDOMINIUM ASSOCIATION, INC.

## DB4820-0189

ADOPTED:

BY-LANS OF WESTWOOD VILLAGE CONDONINIUM ASSOCIATION. INC

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WESTWOOD VILLAGE CONDOMINIUM ASSOCIATION, INC.

BY-LAWS

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## ARTICLE 1

### NATURE OF BY-LAWS

1.01: <u>Purpose</u>. These By-Laws are intended to govern the administration of Mestwood Village Condominium Association, Inc., a not-forprofit corporation organized under Title 15A of the New Jersey Statutes Annotated, and to provide for the management, administration, utilization and meintenance of the Common Elements described in the Master Deed for Mestwood Village Condominum.

1.02. <u>Definitions</u>. Unless the context clearly indicates otherwise, all definitions set forth in the aforesaid Master Deed or in <u>R.J.S.A.</u> 48:88-3 are incorporated herein by reference.

1.03. <u>Fiscal Year</u>. The fiscal year of the corporation shall be

1.04. <u>Principal Office</u>. The principal office of the corporation is initially located at Suite 1, 150 Highway 9, Freehold, New Jersey 07728.

### ARTICLE II

### MEMBERSHIP AND VOTING RIGHTS

2.01. <u>Members</u>. Every person, firm, association, corporation or other legal entity that is a record Owner or Co-Owner of the fee simple title to any Unit shall be a Member of the Association; provided however,

that any person, firm, association, corporation, or legal entity that holds such title or interest merely as a security for the performance of an obligation (including but not limited to mortgagees or trustees under deeds of trust) shall not be a Member of the Association. Notwithstanding anything to the contrary in the preceding, the Sponsor has one membership in the Association for each Unit which has not been conveyed to an individual purchaser.

2.02. <u>Associate Members</u>. Every person who is entitled to possession and occupancy of a Unit as a tenant or lesses of a Unit Owner shall be an Associate Member of the Association, but shall not be entitled to any vote with respect to Association matters.

2.03. <u>Change of Membership</u>. The transfer of membership of Unit Owners shall be accomplished by recordation in the Monmouth County Clerk's Office of a deed or other instrument establishing a record title to a Unit and delivery to the Secretary of the Association of a certified copy of such instrument and such sums of money as are required for the payment of any membership fee, contribution to capital and/or escrow deposit. The membership of the prior Unit Owner shall be thereby terminated.

2.04. <u>Rights of Membership</u>. Every person who is entitled to membership in the Association, pursuant to the provisions of the Certificate of Incorporation and these By-Laws, shall be privileged to use and enjoy the General Common Elements, subject, however, to the right of the Association to:

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that any person, firm, association, corporation, or legal entity that holds such title or interest merely as a security for the performance of an obligation (including but not limited to mortgagees or trustees under deeds of trust) shall not be a Nember of the Association. Notwithstanding anything to the contrary in the preceding, the Sponsor has one membership in the Association for each Unit which has not been conveyed to an individual purchaser.

2.02. <u>Associate Members</u>. Every person who is entitled to possession and occupancy of a Unit as a tenant or lesses of a Unit Owner shall be an Associate Member of the Association, but shall not be entitled to any vote with respect to Association matters.

2.03. <u>Change of Membership</u>. The transfer of membership of Unit Owners shall be accomplished by recordation in the Monmouth County Clerk's Office of a deed or other instrument establishing a record title to a Unit and delivery to the Secretary of the Association of a certified copy of such instrument and such sums of money as are required for the payment of any membership fee, contribution to capital and/or escrow deposit. The membership of the prior Unit Owner shall be thereby terminated.

2.04. <u>Biphts of Membership</u>. Every person who is entitled to membership in the Association, pursuant to the provisions of the Cortificate of Incorporation and these By-Laws, shall be privileged to use and enjoy the General Common Elements, subject, however, to the right of the Association to:

-2-

promulgate, adopt, publish and enforce Rules and Regulations governing such use and enjoyment; muspend the use and enjoyment of the General Common Elements as provided in Section 2.05 of this Article II; transfer all or part of the General Common Elements, other than any Building in which any Unit(s) are contained, and grant easements, licenses and other property rights with respect to the General Common Elements as provided in Section 6.01(o) of Article Vi hereof; and designate portions of the General Common Elements as Reserved Common as provided in Section 4.06 of the Master Dend.

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2.05. <u>Suspension of Rights.</u> The membership and voting rights of any Member may be suspended by the Board for any period during which any assessment against the Unit to which his membership is appurtenant remains unpaid; but, upon payment of such assessments and any interest accrued thereon, whether by check or cash, his rights and privileges shall be immediately and automatically restored; provided that. Section 2.10 of these By-Laws shall govern the restoration of voting rights. Further, if Rules and Regulations governing the use of the Common Riements and the conduct of persons thereon have been promulgated, adopted and published, as authorized by the Master Deed, these By-Laws and/or the New Jersey Condominum Act, the rights and privileges of any person in violation thereof may be suspended at the discretion of the Board for a period hot to exceed thirty (30) days for any single viola-

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## DB4020-0195

promulgate, adopt, publish and enforce Rules and Regulations governing such use and enjoyment; muspend the use and enjoyment of the General Common Elements as provided in Section 2.05 of this Article II; transfer all or part of the General Common Elements, other than any Building in which any Unit(s) are contained, and grant easements, licenses and other property rights with respect to the General Common Elements as provided in Section 6.01(c) of Article VI hereof; and designate portions of the General Common Elements as Reserved Common as provided in Section 4.06 of the Master Deed

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2.05. <u>Suspension of Riphts.</u> The membership and voting rights of any Member may be suspended by the Board for any period during which any assessment against the Unit to which his membership is appurtenant remains unpuid; but, upon payment of auch assessments and any interest accrued thereon, whether by check or cash, his rights and privileges shall be immediately and automatically restored; provided that, Section 2.10 of these By-Laws shall govern the restoration of voting rights. Further, if Rules and Regulations governing the use of the Common Elements and the conduct of persons thereon have been promulgated, adopted and published, as authorized by the Master Deed, these By-Laws and/or the New Jersey Condominium Act, the rights and privileges of any person in violation thereof may be suspended at the discretion of the Board for a period not to exceed thirty (30) days for any single viola-

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tion. If the violation is of a continuing nature, such rights and privileges may be suspended indefinitely and until such time as the violation is abated. No such action shall be taken by the Board until the Unit Owmer is afforded an opportunity for a hearing consistent with the principles of due process of law.

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2.06. <u>Contribution to Initial Capital</u>. Each Unit Owner acquiring title to a Unit as the initial purchaser from the Sponsor shall pay to the Association upon acquisition of title to his Unit a nonrefundable and nontransferable contribution to the initial working capital of the Association in an amount equal to one-sixth (1/6) of the estimated or then current annual Common Expense Assessment for the Unit at the time of the acquisition. Payment of such fee shall be a condition precedent to the exercise of rights of membership in the Association upon the initial sale and transfer of title to a Unit. Any unpuid initial capital contribution shall be deemed a lien on the Unit in the same manner as any unpuid Common Expenses Assessment attributable to such Unit.

2.07 Escrow Deposit. The Board may also require each Unit Owner to deposit with the Association in escrow an amount not to exceed one-twelfth (1/12) of the estimated or then current Annual Common Expense Assessment, which escrow deposit shall be held by the Association and applied in the event of a default by the Unit Owner in the payment of any type of assessment, fine or other charge levied by the Board against his Unit. Such escrow, if imposed, shall be held by the Association in an interest-bearing account, with interest to accrue to the benefit of the Association, and shall be refundable or assignable upon the sale of the

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Unit, without interest, to the extent the deposit is not applied to defoulted Common Expense Assessments payments.

2.08. <u>Membership Fees.</u> The Board may impose upon each Unit Owner, upon acquisition of title to his Unit, from the Sponsor or otherwise, a one time, nonrefundable and nontransferable fee for membership in the Association in an amount to be determined by the Board, but not to exceed two-hundred and fifty dollars (\$250.00), which fee may be used for working capital or, if not used for working capital may, in the Board's sole discretion, be treated as surplus on transferred to the Association's reserves. If imposed, payment of such fee shall be a condition precedent to membership in the Association. Any unpaid membership fee shall be deemed a lich against the Unit in the mame manner as any unpaid Common Expense Assessment levied against the Unit.

2.09. <u>Votes</u>. Each Unit Owner shall be entitled to such vote(s) for each Unit to which he holds title as is provided in Article V of the Rester Deed. When more than one person holds title, the vote(s) for each Unit shall be exercised as the Co-Owners among themselves determine. When one or more Co-Owners sign a proxy or purports to vote for his or her Co-Owners, such vote(s) shall be counted unless one or more of the other Co-Owners is present and objects to such vote(s), or, if not present, submits a proxy or objects in a writing delivered to the Secretary of the Association before the vote(s) is counted. If Co-Owners disagree as to the vote(s), the vote shall be split equally among the Co-Owners.

2.10. <u>Member in Good Standing</u>. A Member shall be deemed to be in good standing and entitled to vote in person or by proxy at any

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meeting of the Association or in any ballot by mail if, and only if, he shall have fully paid all installments due for assessments levied against him and his Unit by the Board as hereinafter provided, together with all interest, costs, attorney's fees, penalties and other expenses, if any, properly chargeable to him and to his Unit as well as all capital contributions, escrow deposits and membership fees for which he is liable, at least three (3) days prior to the date fixed for such meeting.

2.11. Proxies. Proxy ballots shall be permitted with respect to all elections of Directors, all amendments to the Certificate of Incorporation, the Master Deed or these By-Laws and any other matter which properly comes before a meeting of the membership of the Association. All proxies shall be in writing, signed by all individual Unit Owners (or in the case of joint owners by any one of them) or by his or their duly authorized representative(s) and delivered to the Secretary of the Association or such other person as the President may designate at least 24 hours prior to the commencement of the meeting at which ballots are to be cast. Proxies may be revoked at any time prior to the opening of the polls and no proxy shall be voted on after eleven (11) months from its date unless said proxy provides for a longer period, not . to exceed three (3) years from the date of execution. All provies shall be substantially in the form prescribed by the Board and. If not in such form, shall be deemed invalid, which determination shall be made in the sole and absolute discretion of the Board.

### ARTICLE III

### NEETINGS OF UNIT OWNERS

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3.01. Place of Meetings. All meetings of the Unit Owners of

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the Association shall be held at the Condominium or at such other place convenient to the Members as may be designated by the Board.

Annual Meetings. All annual meetings of the Unit Owners 3.02. of the Association shall be held on the day and month of the year to be established by the Board, except that the first such annual meeting shall be held not more than thirteen (13) months following the incorporation of the Association. At each annual meeting subsequent to the Transition Elections held in accordance with Section 4.03 hereof, the election of Directors shall take place. If the election of Directors shall not be held at the annual meeting or any adjournment of such meeting, the Board shall cause the election to be held at a special meeting as soon thereafter as may be convenient. At such special aceting, the Unit Owners may elect Directors and transact other business with the same force and effect as at an annual meeting duly called and held. All proxies validly received for the originally scheduled meeting shall remain in full force and effect for any such adjourned weeting or special meeting and new proxies may be received for any such subsequent meeting.

3.03. <u>Special Meetings</u>. Special meetings of Unit Owners may be called by the President whenever he deems such a meeting advisable or shall be called by the Secretary upon the order of the Board or upon the written request of Members representing not less than twonty-five (25%) percent of all votes entitled to be cast at such meeting. Such request shall state the purpose(s) of such meeting and the matter(s) proposed to be acted upon. Unless Unit Owners representing at least fifty (50%) percent of all votes entitled to be cast request such a meeting, no special

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the Association shall be held at the Condominium or at such other place convenient to the Members as may be designated by the Board.

Annual Neetings. All annual meetings of the Unit Owners 3.02. of the Association shall be held on the day and month of the year to be established by the Board, except that the first such annual meeting shall be held not more than thirteen (13) months following the incorporation of the Association. At each annual meeting subsequent to the Transition Elections held in accordance with Section 4.03 hereof, the election of Directors shall take place. If the election of Directors shall not be held at the annual meeting or any adjournment of such meeting, the Board shall cause the election to be held at a special meeting as soon thereafter as may be convenient. At such special sceting, the Unit Owners may elect Directors and transact other business with the same force and effect as at an annual meeting duly called and held. All proxies validly received for the originally scheduled meeting shall remain in full force and effect for any such adjourned secting or special meeting and new proxies may be received for any such subsequent meeting.

3.03. <u>Special Meetings</u>. Special meetings of Unit Dwners may be called by the President whenever he decas such a meeting advisable or shall be called by the Secretary upon the order of the Board or upon the writtes request of Nembers representing not less than twenty-five (25%) percent of all votes entitled to be cast at such meeting. Such request shall state the purpose(s) of such meeting and the matter(s) proposed to be acted upon. Unless Unit Owners representing at least fifty (50%) percent of all votes entitled to be cast request such a meeting, no special

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meeting may be called to consider any matter which is substantially the . same as a matter voted upon at any meeting of the Unit Owners held during the preceding twelve (12) months, which determination shall be made in the sole and absolute discretion of the Board.

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3.04. <u>Notice of Meeting</u>. Except as otherwise provided by law or Section 4.03 herein, notice of each meeting of Unit Owners, whether annual or special, shall be given not less than ten (10) days nor more than ninety (90) days before the day on which the meeting is to be held to each Unit Owner at his last known address by delivering a written or printed notice thereof to smid Unit Owner or by smiling such notice, postage prepaid. Every such notice shall state the time, place and purpose(s) of the meeting. Notice of any meeting of Unit Owners shall not be required to have been sent to any Unit Owners who shall attend such meeting in person or by proxy. Unless otherwise required by applicable law, notice of any adjourned meeting of the Unit Owners shall not be required to be given except unless the time and place to which the meeting is adjourned is not announced at the meeting adjourned. Except where otherwise expressly required by law, no publication of any notice of a meeting of Unit Owners shall be required.

3.05. <u>Quorum and Adjourned Meetings</u>. At any meeting of the Unit Owners, persons (including the Sponsor or its representatives) holding twenty-five percent (25%) of the aggregate votes of Members in Good Standing, present in person or by proxy, shall constitute a quorum for the transaction of business, except where otherwise provided by law. In the absence of a quorum, the persons holding votes present in person or

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