

SEP 27 2005 11:53AM

PHILIP D. TOBOLSKY, ESQ.

JUL 06 2007

JUN 28 2007

No. 8344 P. 12

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WESTWOOD VILLAGE CONDOMINIUM ASSOCIATION, INC.
Amendment to By-Laws requiring lease addendum to be included in all apartment leases



221762

WHEREAS, the Master Deed (hereinafter referred to as the "Master Deed") for Westwood Village Condominium Association, Inc. (hereinafter referred to as the "Condominium") was recorded in the office of the Monmouth County Clerk on January 6, 1988, in Deed Book 4820, beginning at Page 0001; and any and all amendments thereafter; and

WHEREAS, the Master Deed states that the Condominium shall be administered, supervised and managed by the Association; and

WHEREAS, the By-Laws of the Association, which were recorded as part of the Master Deed, state that the affairs of the Association shall be governed by the Board of Directors (the "Board"); and

WHEREAS, the By-Laws provide that the Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association; and

WHEREAS, the Board of Directors of the Association proposed certain changes to the Master Deed and By-Laws of the Association on due notice to the members thereof; and

WHEREAS, as prescribed in the Master Deed and By-Laws, a vote was taken and the requisite number of Association members voted certain changes to be effective in the Master Deed;

NOW, THEREFORE, the By-Laws of the Westwood Village Condominium Association, Inc. are hereby amended this day of , ~~2005~~, by the Westwood Village Condominium Association, Inc., as follows:

The following provision shall be added:

Article ____ LEASES OF APARTMENT UNITS,

The attached form of lease addendum (Exhibit "A") shall be required to be included in all apartment leases. Such lease addendum must be signed by the landlord and tenant(s). Any unit owner refusing or failing to provide such written addendum shall not be permitted to rent the apartment unit. Any violation of this paragraph or failure to abide by the terms of the lease addendum shall be fully enforceable by the Board of Directors against the unit owner and tenant(s).

In all other respects, the By-Laws remain in full force and effect as written and recorded.

IN WITNESS WHEREOF, the Westwood Village Condominium Association, Inc. has affixed its hand and seal the day and year first written above.

ATTEST:

Melissa Hamill, Secretary

**WESTWOOD VILLAGE
CONDOMINIUM ASSOCIATION, INC.**

By:

Melinda Brenner, President

Exhibit A

WESTWOOD VILLAGE CONDOMINIUM ASSOCIATION, INC.

LEASE ADDENDUM

LEASE SUBJECT TO ASSOCIATION GOVERNING DOCUMENTS. The provisions of the By-Laws and Master Deed (collectively the "Governing Documents") of the Westwood Village Condominium Association, Inc. (the "Association") and any rules and regulations promulgated thereunder (the "Rules and Regulations") constitute material provisions of this Lease, are incorporated by reference in this Lease and are binding on the tenant and any occupant of the subject unit. If any provision of the Lease is not consistent with the Governing Documents, the Governing Documents will control.

VIOLATION OF GOVERNING DOCUMENTS IS GROUNDS FOR EVICTION. Failure of the tenant or any occupant to comply with the Governing Documents or Rules and Regulations constitutes a material breach of this Lease and is grounds for eviction. In the event that the Tenant or any occupant violates a provision of the Governing Documents or Rules and Regulations and, after notice by the Association or the Landlord, continues to violate same, the Landlord shall have the obligation to commence eviction proceedings within thirty (30) days from the date of notice by the Association, then the Association may commence eviction proceedings in the name of the Landlord against the Tenant and/or occupant. The Landlord will then be responsible to pay the Association's legal fees and costs incurred in such proceedings.

When, after due notice to the homeowner of his or her tenant's violation of the Association's governing documents and/or their implementing rules and regulations, the homeowner fails to secure the tenant's compliance with the governing documents and/or rules and regulations, the Association may impose a fine upon the homeowner pursuant to the governing documents regulating such violation, until such time as the tenant ceases and desists from the violation.

NO AMENDMENT OR SUBLET. The Tenant will not sublet all or part of the property.

UNIT ACCESS. The Tenant and/or any occupant agrees and acknowledges that the Association has the right to access to the unit from time to time during, reasonable hours, as may be necessary for the maintenance, repair or replacement of any common elements therein or accessible there from or for making repairs necessary to prevent damage to common elements or to any other unit or units. The Association shall not be liable to either the Landlord or the Tenant and/or any occupant for any damage resulting from the Association's exercise of its rights pursuant to this provision, except for damage caused by the Association's negligence.

GOVERNMENTAL REQUIREMENTS. Notwithstanding the above, the Tenant and/or occupant shall comply with all federal, state and local requirements concerning the occupancy and use of the unit, including by not limited to, New Jersey Department of Community Affairs regulations and township ordinances concerning the number of individuals who may reside within the unit, in conjunction with any related provisions of the Governing Documents and/or Rules and Regulations. Failure to so comply shall constitute a material breach of this lease.

LANDLORD'S FAILURE TO PAY MAINTENANCE FEES AND/OR ANY OTHER OBLIGATION TO THE ASSOCIATION.

Upon the Landlord's failure to pay any obligations to the Association, and upon Tenant's receipt of written notice from the Association of Landlord's failure to pay obligations due to the Association, Tenant shall pay all rents to the Association as they come due and the Association, at its option, under order of court or by operation of law, may enter and take possession of the Premises, with or without foreclosing or other legal action.

NOTICE OF OCCUPANCY. Unit Owner and Tenant agree to provide and shall provide the Association's manager with the names, previous addresses and current telephone numbers of all occupants of the subject unit with ten (10) days of any particular person's occupancy of the unit. To the extent that any occupant of a unit shall occupy the unit for less than the lease term, the Association shall be notified of the time period that each particular occupant will occupy the unit.

INJURY, DAMAGE OR LOSS. The Tenant and/or occupant shall notify promptly both the Landlord and the Association of any accidents, defects, or problems with the water pipes, gas pipes, heating apparatus, wiring and/or other equipment or appliances in the unit.

MOVE-IN FEE. The Unit Owner shall pay the Association a \$100.00 Move-In Fee as set forth in the Governing Documents; each time the unit is rented to a different tenant. Such Move-In Fee shall be paid within ten (10) days of the new tenant's occupancy of the unit. If this Move-In Fee is not timely paid, it shall become a lien upon the unit and shall be collectable in the same fashion as Association common assessments.

Tenant

Landlord

Tenant

Landlord

Date

Date



103134

5

WESTWOOD VILLAGE CONDOMINIUM ASSOCIATION, INC.
Policy Resolution No. _____ regarding Alternate Dispute Resolution (ADR)

WHEREAS, the Master Deed (hereinafter referred to as the "Master Deed") for Westwood Village Condominium Association, Inc. (hereinafter referred to as the "Condominium") was recorded in the office of the Monmouth County Clerk on January 6, 1988, in Deed Book 4820, beginning at Page 0001; and any and all amendments thereafter; and

WHEREAS, the Master Deed states that the Condominium shall be administered, supervised and managed by the Association; and

WHEREAS, the By-Laws of the Association, which were recorded as part of the Master Deed, state that the affairs of the Association shall be governed by the Board of Directors (the "Board"); and

WHEREAS, the By-Laws provide that the Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association; and

WHEREAS, for the benefit of the Association and of the individual Unit Owners, the Board deems it necessary and desirable to establish procedures for dispute resolution in circumstances where there is a dispute between Unit Owners or between the Association and Unit Owners regarding compliance with the provisions of the Articles of Incorporation, Master Deed, By-Laws and Rules and Regulations of the Association (collectively the "Governing Documents"), thereby attempting to minimize the necessity of judicial intervention and litigation; and

WHEREAS, the Board has the power to enforce on its own behalf and on behalf of the Unit Owners, all of the provisions and restrictions set forth in the Governing Documents, including the regulation, appearance and use of the Units and Common Elements and has the authority to notify Unit Owners of activity which violates the Governing Documents and to delegate its enforcement rights as herein provided; and

WHEREAS, in accordance with the mandates of New Jersey law, the Board deems it necessary to adopt a uniform procedure for the resolution of Disputes between Unit Owners and the Association, and between Unit Owners, through a process of negotiation, mediation and non-binding arbitration prior to the institution of binding arbitration or litigation;

NOW, THEREFORE, BE IT RESOLVED by the Board that the following Alternate Dispute Resolution ("ADR") procedure be and it hereby is adopted, ratified and confirmed:

ARTICLE XIV

ALTERNATIVE DISPUTE RESOLUTION

I. ESTABLISHMENT OF ADR COMMITTEE

The Board shall endeavor to establish an Alternative Dispute Resolution Committee ("ADR Committee"), consisting of up to three (3) members. The ADR Committee shall hear disputes and render decisions in the event disputes are not resolved by (i) informal means and/or (ii) mediation efforts described below.

CLAIR, FRENCH, CTY C
 MONMOUTH COUNTY, NJ
 INSTRUMENT NUMBER
 2006113725
 RECORDED ON
 JUL 31, 2006
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 BOOK: OR-8582
 PAGE: 1507
 Total Pages: 5
 COUNTY RECORDING FEES \$80.00
 TOTAL \$80.00

ADR
 Philip D. Tobolsky
 Esq.
 64 Ramtown-
 Greenville Road

II. INITIAL EFFORTS TO RESOLVE DISPUTES

1. Any Unit Owner, Officer, Director or agent of the Association has the authority to request that a Unit Owner cease or correct any act or omission which appears to be in violation of the Condominium Documents. Such informal requests should be made before the formal ADR Procedure is initiated.

2. With respect to the use of any facility where a violation of the rules for the use of such facility might endanger life, limb, property or equity of the Association, any duly authorized agent of the Association may, without further notice, suspend for a period of not greater than seventy-two (72) hours the right of any Unit Owner to use such facility, if an oral request to cease or correct the violation has not caused such violation to cease. Thereafter, the Board shall have the right to continue any such suspension until such time as the Dispute is finally resolved.

3. The Association, on its own initiative or upon the receipt of a formal written complaint from a Unit Owner may make initial attempts to secure compliance with the Condominium Documents through correspondence to the Unit Owner which states the time, date, place, and nature of the violation and which sets forth the time period in which the violation must be corrected ("Initial Notice"). Such Initial Notice shall indicate that the Unit Owner may elect, within ten (10) days after receipt of the Initial Notice, to proceed to mediation prior to the initiation of enforcement proceedings by the ADR Committee in the event the Unit Owner disputes the allegations contained in the Initial Notice. The Unit Owner shall make such an election by sending written notice to the Association of the Unit Owner's request to mediate ("Notice for Mediation").

4. If the Unit Owner, within the ten (10) day period, (i) does not deny in writing the allegations set forth in the Initial Notice or (ii) fails to make the election to proceed to mediation, all allegations contained in the Initial Notice shall be deemed admitted and the Board shall have the right to impose sanctions without any further hearings or proceedings. The Initial Notice shall also advise the Unit Owner as to the consequences of failure to respond. If there is a written denial of such allegations and no election to proceed to mediation, the Dispute shall be promptly referred to the ADR Committee for a hearing and decision pursuant to the applicable Condominium Documents.

5. Either prior to the Unit Owner electing to proceed to mediation or after mediation has been elected but before it has commenced, the parties shall attempt in good faith to resolve any controversy, claim or dispute arising out of or relating to the Condominium Documents or the breach, enforceability or validity thereof promptly by negotiation between such parties. A Dispute shall not include issues relating to (i) the payment or nonpayment or regular and/or special common expenses assessments levied against a Unit in accordance with the Condominium Documents, (ii) election issues, or (iii) alleged noncompliance by the Board with the Condominium Documents or applicable law. Should the parties fail to resolve the Dispute through negotiation within thirty (30) days after the receipt of the Initial Notice and the timely receipt of the Unit Owner's Notice for Mediation, then and in such event, the parties may proceed to mediation as provided hereafter.

III. MEDIATION OPTION

6. The formal mediation process may be initiated upon the written request of all parties to the Dispute or unilaterally by an individual Unit Owner, if the Association is a party to the Dispute (the "Request for Mediation"), the form of which shall be provided by the Association. The request for Mediation shall contain a brief statement generally setting forth the source and nature of the Dispute. The request shall be accompanied with a deposit in the amount of \$50.00 in the case of a mediation by a member of the ADR Committee or \$200.00 in the case of any other qualified mediator. Said deposit shall be held in escrow by the Association's managing agent ("Escrow Agent") and applied against all cost of the mediation, including, but not limited to, the fees of the mediator, if any. The Escrow Agent shall be entitled to release the funds as directed by the mediator, unless the parties agree otherwise in writing. Failure to tender the deposit with the Request for Mediation shall result in a rejection of the Request for Mediation by the Association.

7. The mediation shall be conducted in accordance with the Mediation Rules of the American Arbitration Association (the "AAA") then in effect, and as modified by this Resolution. The mediator shall be a member of the ADR Committee or any other qualified mediator who is mutually acceptable to the parties or designated by the Chairperson of the ADR Committee if the parties cannot agree.

8. Promptly upon receipt of a Request for Mediation, the Association shall provide the parties with the names and resumes of (i) those members of the ADR Committee who are available to mediate the Dispute or (ii) three impartial persons from a list of impartial persons maintained by the Association and who would qualify as a mediator. If a member of the ADR Committee is not acceptable to all parties, the parties (i) shall attempt to select a mediator from the other names provided, or (ii) may agree on another person to act as mediator. If they are unable to agree on a mediator within five (5) days of the date of the Request for Mediation, the mediator shall be selected by the Chairperson of the ADR Committee. In the event of a Dispute between the Association and a Unit Owner, only the Unit Owner shall have the right to choose the mediator from the members of the ADR Committee or the other names provided.

9. Each party to the mediation may prepare and submit to the mediator, no later than 48 hours prior to the time scheduled for the mediation session contemplated by Paragraph 10, a written statement setting forth in ordinary and concise language the acts or omissions from which the Dispute arose (the "Position Statement"). The Position Statement should specify the specific provisions of the Condominium Documents which have been violated and/or the party's defense to the alleged violations. The Position Statement shall not (i) exceed three (3) type-written pages, (ii) be construed as a pleading nor (iii) limit the evidence the parties may later use in an arbitration proceeding or at a civil trial, if mediation does not result in settlement. No responsive or supplemental statements shall be permitted.

10. Within five business (5) days after the mediator has been elected, both parties and their respective attorneys, if any, shall meet with the mediator for one mediation session of not more than four (4) hours. If the Dispute cannot be settled at such mediation session, or at any mutually agreed upon continuation thereof, the mediator may terminate the mediation at its sole discretion or any party may give written notice to the others and the mediator declaring the mediation process at an end, in which event the Dispute shall be promptly referred to the ADR Committee for a hearing and decision pursuant to the applicable Condominium Documents.

11. The mediator shall manage the mediation proceedings as the mediator deems best so as to make the mediation expeditious, economical and less burdensome than arbitration or litigation. The mediator shall be responsible for controlling the procedural aspects of the mediation proceedings. The mediator shall not have the authority to impose a settlement on the parties, but may make recommendations for settlement and assist the parties in trying to reach a satisfactory resolution of the Dispute.

12. If the parties agree to settle the Dispute as part of the mediation proceeding, such settlement shall be memorialized in a written agreement, signed at the conclusion of the mediation by each of the parties to the mediation (the "Settlement Agreement").

13. Mediation proceedings shall be conducted in private. Only the parties, their representatives and the mediator shall attend the proceedings. Other Persons may attend only upon the express consent of the parties and the mediator. All proceedings of, or writings generated in connection with, the mediation conference, including the Position Statement, Settlement Agreement, mediator's settlement recommendations, and any statement made by any party, attorney or other participant, shall in all respects be considered as part of the settlement efforts and therefore privileged and non-admissible in a court of law or arbitration, and nothing said or disclosed, nor any document produced, which is not otherwise independently discoverable, shall be offered or received as evidence or used for impeachment or for any other purpose in any current or future arbitration proceedings or litigation, except that any party shall have the right to enforce the Settlement Agreement in accordance with its terms.

14. All costs of the mediation, including, without limitation, the fees of the mediator, if any, shall be shared equally by the parties to the Dispute. Should the escrow deposit be insufficient for this purpose, the parties shall deposit an additional sum with the Escrow Agent in an amount sufficient to cover the additional costs of the mediation.

IV. ADR COMMITTEE HEARING AND EFFECT OF COMMITTEE DECISION

IN EVENT OF UNRESOLVED COMPLAINT(S)

15. The ADR Committee shall hold a hearing on any unresolved Complaint within thirty (30) days after receipt of written notice of (i) any decision, other than an aggrieved party's default, not to proceed to mediation or (ii) the unsuccessful conclusion of mediation proceedings, whichever first occurs. In such event, all parties shall be given at least (10) days prior written notice of the right to be heard, with or without counsel, and the right to cross-examine witnesses with respect to the violations alleged in the Complaint. At the conclusion of the hearing, the

ADR Committee shall have the right to either dismiss the charges or to impose the sanctions or remedies consistent with the Governing Documents and the Laws of the State of New Jersey.

**V. DISPUTE RESOLUTION IN THE EVENT
ADR COMMITTEE CANNOT BE ASSEMBLED**

16. In the event a given dispute cannot be resolved informally and an ADR committee cannot be assembled for the purpose of formal dispute resolution, and further, in the event that any aggrieved parties cannot satisfactorily secure an impartial mediator on a voluntary basis, then the parties may agree to secure the services of counsel or other qualified mediator, provided such mediator is not a member of the board of directors. In the event two or more unit owners are the parties to the dispute, the parties must agree, in advance, to equally split the cost of counsel or other mediator.

17. In the event the dispute involves the association, then the other party or parties to the dispute must agree to split the cost of counsel or other mediator equally with the association. In the event that the dispute involves the association, the Board of Directors shall recommend the name of its choice of mediator to the unit owner, in writing. The unit owner shall either accept or decline the recommendation, in writing, within fifteen (15) days from the recommendation of the Board. In the event the unit owner declines the Board's recommendation, the unit owner shall submit his/her choice of mediator, to the Board, within the above fifteen (15) day period. If the unit owner shall fail to respond within said period or responds but fails to provide a choice of mediator, the unit owner shall be deemed to have waived any rights to mediation and the Board may proceed against such unit owner, by way of sanctions and/or legal recourse.

VI. GENERAL

18. A tenant shall have the right to avail himself of the ADR procedure upon submission to the Association of written authorization by the Unit Owner of the Unit in which the tenant resides.

19. Any member(s) of the ADR Committee shall seek and be bound by the advice of the Association's counsel regarding any substantive or procedural legal issues.

20. At the request of all parties involved, Counsel for the Association may be present at all arbitration hearings conducted by a member(s) of the ADR Committee and may also act as the hearing officer if so designated by the Chairperson of the ADR Committee. Otherwise, the person presiding over each hearing shall be that member of the ADR Committee designated by the ADR Committee Chairperson.

21. Any inadvertent omission or failure to conduct an adversary proceeding in exact conformity with this Resolution shall not invalidate the results of such proceeding. So long as a prudent and reasonable attempt has been made to ensure due process according to the general steps set forth herein.

22. All administrative costs for mediation or arbitration, including any fees and expenses of the mediator and/or arbitrator(s) shall be borne equally by the parties to the Dispute.

23. The policy established in this Resolution shall become effective on Feb. 22nd, 2006, shall apply to the use of the Condominium property from and after that date and supersedes all prior Resolutions regarding Alternative Dispute Resolution.

IN WITNESS WHEREOF, the ^{Westwood Village Condo}~~Ocean View Towers~~ Association, Inc. has affixed its hand and seal the day and year first written above.

ATTEST:

WESTWOOD VILLAGE
CONDOMINIUM ASSOCIATION, INC.

Diana Bullo
Secretary
Trustee

By:

Michael Brenni, President

Sep. 27. 2005 11:51AM

PHILIP D. TOBOLSKY, ESQ.

JUL 06 2007

JUN 28 2007

No. 8344 P. 5



221761

WESTWOOD VILLAGE CONDOMINIUM ASSOCIATION, INC.
Amendment to Master Deed to add new policy of enforcement and to permit imposition of fines

WHEREAS, the Master Deed (hereinafter referred to as the "Master Deed") for Westwood Village Condominium Association, Inc. (hereinafter referred to as the "Condominium") was recorded in the office of the Monmouth County Clerk on January 6, 1988, in Deed Book 4820, beginning at Page 0001; and any and all amendments thereafter; and

WHEREAS, the Master Deed states that the Condominium shall be administered, supervised and managed by the Association; and

WHEREAS, the By-Laws of the Association, which were recorded as part of the Master Deed, state that the affairs of the Association shall be governed by the Board of Directors (the "Board"); and

WHEREAS, the By-Laws provide that the Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association; and

WHEREAS, the Board of Directors of the Association proposed certain changes to the Master Deed and By-Laws of the Association on due notice to the members thereof; and

WHEREAS, as prescribed in the Master Deed and By-Laws, a vote was taken and the requisite number of Association members voted certain changes to be effective in the Master Deed;

NOW, THEREFORE, the Master Deed of the Westwood Village Condominium Association, Inc. is hereby amended this day of ~~June~~ by the Westwood Village Condominium Association, Inc., as follows:

Article X, Section 10.02, hereby deleted and replaced with the following:

10.02. Rules and Regulations and Fines.

(i) **Enforcement.** The Board shall have the power, at its sole option, to enforce the terms of this instrument or any Rule or Regulation promulgated pursuant thereto, by any or all of the following: self-help; sending notice to the offending party to cause certain things to be done or undone; restoring the Association to its original position and charging the breaching party with the entire cost or any part thereof; complaint to the duly constituted authorities; or by taking any other action, summary or otherwise, before any court, as may be provided by law.

(ii) **Fines.** To the extent now or hereafter permitted by the law of the State of New Jersey, the Board shall also have the power to levy fines against any Unit Owner(s) for violation(s) of any Rule or Regulation of the Association or for any covenants or restrictions contained in the Declaration of Covenants and Restrictions or By-Laws, except that no fine may be levied for more than \$25.00 for any one violation; provided, however, that for each day a violation continues after notice it shall be considered a separate violation. Collection of fines may be enforced against any Unit Owner(s) involved as if the fine were a Common Expense owed by the particular Unit Owner(s). Despite the foregoing, before any fine is imposed by the Board, the Unit Owner involved shall be given at least ten (10) days prior written notice and afforded an opportunity to be heard, with or without counsel, with respect to the violation(s) asserted.

In all other respects, the Master Deed remains in full force and effect as written and recorded.

4820-001



APR 1 2004

WESTWOOD VILLAGE CONDOMINIUM ASSOCIATION, INC.
Amendment to By-Laws to Increase Membership Fee
AMENDMENT NO. _____

WHEREAS, the Master Deed of the Westwood Village Condominium Association, Inc. (the "Association") was recorded in the office of the Monmouth County Clerk on January 6, 1988 in Deed Book 4820, beginning at Page 001; and any and all amendments thereafter; and

WHEREAS, the Board of Trustees (hereinafter the "Board") is given authority in the governing documents of the Association, including but not limited to Article VI, Sections 6.01 and 6.02 of the By-Laws, to operate and manage the affairs of the Association, and to exercise all powers, duties and authority necessary for the proper conduct and administration of the affairs of the Association; and

WHEREAS, the Board of Trustees of the Association proposed certain changes to the By-Laws of the Association on due notice to the members thereof; and

WHEREAS, as prescribed in the Master Deed and By-Laws, a vote was taken and the requisite number of Association members voted certain changes to be effective in the By-Laws; and

NOW, THEREFORE, the By-Laws of the Westwood Village Condominium Association, Inc. are hereby amended this 24 day of February 2004, by Westwood Village Condominium Association, Inc., as follows:

Article II, entitled MEMBERSHIP AND VOTING RIGHTS, Section 2.08 is amended to increase the membership fee to an amount not to exceed five hundred dollars (\$500.00). The existing paragraph 2.08 is hereby modified and shall be replaced by the following new paragraph:

2.08 Membership Fees. The Board may impose upon each Unit Owner, upon acquisition of title to his or her Unit, 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 five hundred dollars (\$500.00), 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 or 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 fees shall be deemed a lien against the Unit in the same manner as any unpaid Common Expense Assessment levied against the Unit.

In all other respects, the By-Laws remain in full force and effect as written and recorded.

IN WITNESS WHEREOF, the Westwood Village Condominium Association, Inc. has affixed its hand and seal the day and year first written above.

ATTEST:

Anne Rollins
ANNE ROLLINS, Secretary

WESTWOOD VILLAGE CONDOMINIUM
ASSOCIATION, INC.
By: Mark Skender
MARK SKENDER, President

M CLAIRE FRENCH, CTY CLK
MONMOUTH COUNTY, NJ
INSTRUMENT NUMBER
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RECORDED ON
Apr 22, 2004
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BOOK: OR-8354
PAGE: 3966
Total Pages: 2

COUNTY RECORDING \$50.00
FEES \$50.00
TOTAL

JUN 05 2007



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WESTWOOD VILLAGE CONDOMINIUM ASSOCIATION, INC.
RESOLUTION CLARIFYING ACCOUNTING PROCEDURES FOR COMMON EXPENSE RECEIPTS
AND OTHER UNIT OWNER PAYMENTS

WHEREAS, the Master Deed (hereinafter referred to as the "Master Deed") for Westwood Village Condominium Association, Inc. (hereinafter referred to as the "Condominium") was recorded in the office of the Monmouth County Clerk on January 6, 1988, in Deed Book 4820, beginning at Page 0001; and any and all amendments thereafter; and

WHEREAS, the Master Deed states that the Condominium shall be administered, supervised and managed by the Association; and

WHEREAS, the By-Laws of the Association, which were recorded as part of the Master Deed, state that the affairs of the Association shall be governed by the Board of Directors (the "Board"); and

WHEREAS, the By-Laws provide that the Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association; and

WHEREAS, for the benefit of the Association and of the individual Unit Owners, the Board deems it necessary to clarify the method by which common expense payments and other unit owner payments are credited to respective delinquent unit accounts;

NOW, THEREFORE, BE IT RESOLVED THAT: with respect to any delinquent account, all payment(s) received (for such account) shall be first applied to the earliest month outstanding, including any late fees, fines or other charges for that particular month, and all future payments shall continue to be applied as such.

ATTEST:

WESTWOOD VILLAGE
CONDOMINIUM ASSOCIATION, INC.

By:

Malinda Beneri, President

[Signature]
, Secretary

M CLAIRE FRENCH, CTY CLK
MONMOUTH COUNTY, NJ

INSTRUMENT NUMBER
2007079427

RECORDED ON

JUN 07, 2007

12:00:03 PM

BOOK: 08-8656

PAGE: 6842

Total Pages: 3

COUNTY RECORDING FEES \$60.00

TOTAL PAID \$60.00

Sep. 27. 2005 11:50AM

PHILIP D. TOBOLSKY, ESQ.

JUN 28 2007

JUL 06 2007

No. 8344 P. 3

2

WESTWOOD VILLAGE CONDOMINIUM ASSOCIATION, INC.

**Amendment to Master Deed to reduce voting percentage
necessary for amendments to fifty-one percent (51%)**



221760

WHEREAS, the Master Deed (hereinafter referred to as the "Master Deed") for Westwood Village Condominium Association, Inc. (hereinafter referred to as the "Condominium") was recorded in the office of the Monmouth County Clerk on January 6, 1988, in Deed Book 4820, beginning at Page 0001; and any and all amendments thereafter; and

WHEREAS, the Master Deed states that the Condominium shall be administered, supervised and managed by the Association; and

WHEREAS, the By-Laws of the Association, which were recorded as part of the Master Deed, state that the affairs of the Association shall be governed by the Board of Directors (the "Board"); and

WHEREAS, the By-Laws provide that the Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association; and

WHEREAS, the Board of Directors of the Association proposed certain changes to the Master Deed and By-Laws of the Association on due notice to the members thereof; and

WHEREAS, as prescribed in the Master Deed and By-Laws, a vote was taken and the requisite number of Association members voted certain changes to be effective in the Master Deed;

NOW, THEREFORE, the Master Deed of the Westwood Village Condominium Association, Inc. is hereby amended this _____ day of _____ by the Westwood Village Condominium Association, Inc., as follows:

Article XV, Section 15.02 of the Master Deed is hereby amended as follows:

the percentage of votes required to amend the Master Deed is reduced from sixty-seven percent (67%) of unit owners in good standing to fifty-one percent (51%). Therefore, the first sentence shall state "This Master Deed may be amended at any time after the date thereof by a vote of those Unit Owners in good standing having at least fifty-one percent (51%) of the interest in the Common Elements appurtenant to their Units at any meeting of the Condominium Association duly held in accordance with the provisions of the By-Laws." The remainder of the current section 15.02 shall remain.

In all other respects, the Master Deed remains in full force and effect as written and recorded.

IN WITNESS WHEREOF, the Westwood Village Condominium Association, Inc. has affixed its hand and seal the day and year first written above.

ATTEST:

Melissa Hamill, Secretary

WESTWOOD VILLAGE
CONDOMINIUM ASSOCIATION, INC.

By:
Melinda Brenner, President

JUL 28 2006



103133

5

WESTWOOD VILLAGE CONDOMINIUM ASSOCIATION, INC.
POLICY RESOLUTION NO. _____ PERTAINING TO INSTALLATION OF SATELLITE DISHES

WHEREAS, the Master Deed (hereinafter referred to as the "Master Deed") for Westwood Village Condominium Association, Inc. (hereinafter referred to as the "Condominium") was recorded in the office of the Monmouth County Clerk on January 6, 1988, in Deed Book 4820, beginning at Page 0001; and any and all amendments thereafter; and

WHEREAS, the Master Deed states that the Condominium shall be administered, supervised and managed by the Association; and

WHEREAS, the By-Laws of the Association, which were recorded as part of the Master Deed, state that the affairs of the Association shall be governed by the Board of Directors (the "Board"); and

WHEREAS, the By-Laws provide that the Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association; and

WHEREAS, for the benefit of the Association and of the individual Unit Owners, the Board deems it necessary and desirable to establish certain policies and procedures for the installation of satellite dishes, with certain limitations;

WHEREAS, the Board has the power to enforce on its own behalf and on behalf of the Unit Owners, all of the provisions and restrictions set forth in the Governing Documents, including the regulation, appearance and use of the Units and Common Elements and has the authority to notify Unit Owners of activity which violates the Governing Documents and to delegate its enforcement rights as herein provided; and

WHEREAS, the Association's Master Deed (The Master Deed) provides that the Board has the power to implement a system for imposing fines and penalties on any Unit Owner who violates or whose tenants or occupants violate this Master Deed, the By-laws or Rules and Regulations; and

WHEREAS, the Master Deed prohibits Unit Owners from causing or permitting anything to be hung, displayed or placed on the outside walls, doors, windows or roof of any Building, whether or not Common Elements, except in accordance with Association Rules and Regulations; and Unit Owners and occupants are further prohibited from storing anything on the Limited Common or Common Elements including, but not limited to, Unit entryway areas and sidewalks, except in compliance with Association Rules and Regulations; and

WHEREAS, the Association's Board has determined that, certain unit owners have installed satellite dish antennas on and wired them through the Association's Common Elements; and

WHEREAS, the Association has determined that it is in the best interest of the Association to require the removal of satellite dishes from the Association's Common Elements, to remove those satellite dish antennas from the Common Elements that are not removed by the unit owners (at the unit owners expense) and to provide guidance with respect to satellite dish antenna installation,

NOW, THEREFORE, BE IT RESOLVED THAT: The Association adopts the following restrictions and regulations, which shall be binding upon all owners and their grantees, lessees, tenants,

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upants, successors, heirs, and assigns who currently or in the future may possess any interest in the Association, and which shall supersede any previously adopted rules and/or regulations with respect to the same subject matter.

1. DEFINITIONS

- A. Mast--structure to which a satellite dish is attached that raises the satellite dish height.
- B. Owner -- any Association homeowner.
- C. Tenant -- any resident who leases a unit from an Owner.
- D. Telecommunications Signals -- signals received by DBS, television broadcast, and MDS satellite dishes.
- E. Exclusive-Use Area -- area that is owned by the Owner or Tenant in fee simple or that is a limited common area next to the Owner or Tenant's unit, designated for the Owner or Tenant's exclusive use as defined in the Association's governing documents.

2. INSTALLATION RULES

A. Satellite Dish Size and Type

(i) Satellite dishes that are one meter or less in diameter may be installed. Satellite dishes that are larger than one meter are prohibited.

(ii) Installation of transmission-only satellite dishes is prohibited, unless approved by the Board of Directors.

(iii) All satellite dishes not addressed by Federal Communications Commission Code of Federal Regulations Title 47 are prohibited.

B. The property manager must be notified of the proposed installation date, before installation may take place.

3. LOCATION

A. Except as otherwise specified herein, no antennas may be installed on the Association's Common Elements, including, but not limited to the building structure, the siding, windows and/or the roofs. All satellite dishes must be installed in one of the locations specified below. These locations are listed in order of desirability to the Association and to allow all Owners and Tenants to have reception while attempting to preserve the Association's Common Elements and their appearance:

(i) Most desirable location: A typical installation may involve the antenna post being installed in a bucket or planter with cement or other material for weight. If a mast is used in this installation location, it may not exceed three (3) feet in height.

(ii) Second most desirable location: The three-foot-wide planting bed directly appurtenant to the unit installing the antenna.

Any damages incurred as a result of a satellite dish being in this location will be the responsibility of the Owner. Any damages incurred to the Association's irrigation system will be the responsibility of the Owner. Notwithstanding anything to the contrary in the Governing Documents, the Owner, his/her successors and assigns will have the perpetual obligation and responsibility to pay in full for the maintenance, repair, replacement and restoration of the aforementioned equipment and the installation site even though the Association may carry out such maintenance, repair, restoration and/or replacement.

If acceptable quality signals can be received by placing satellite dishes inside a unit where they are not visible from outside the home, they may be placed there. Any such installation inside a unit should not penetrate the walls of the unit in such a way that the satellite dish is connected to Common Elements.

4. SAFETY

A. Satellite dishes shall be installed and secured in a manner that complies with all applicable municipal, state and federal laws and regulations, as well as manufacturer's instructions.

B. Unless the above-cited laws and regulations require a greater separation, satellite dishes shall not be placed within 10 feet of power lines (above-ground or buried). The purpose of this requirement is to prevent injury or damage resulting from contact with power lines.

Where digging or burying of wires is required, the Owner or Tenant shall, prior to installation, comply with New Jersey's "Call Before You Dig" laws so that the installation avoids damage to water lines, sewer lines, gas lines, irrigation lines and electrical lines, among other things.

C. Satellite dishes shall not obstruct access to or exit from any unit, walkway, ingress or egress from an area, electrical service equipment, or any other areas necessary for the safe operation of the Association. The purpose of this requirement is to ensure the safety of Association residents and personnel and safe and easy access to the Association's physical plant.

D. To prevent electrical and fire damage, satellite dishes shall be permanently grounded.

5. SATELLITE DISH CAMOUFLAGING

A. Any satellite dish wires visible outside the unit must be colored to match the surface nearby or to which they are attached.

6. TENANTS

A. These rules shall apply in all respects to Tenants. Tenants desiring to install satellite dishes shall obtain prior written permission from the Owner and comply with all provisions hereof. A copy of this permission must be furnished to the Association prior to installation, and the property manager must be notified prior to installation.

7. ENFORCEMENT

A. Satellite dish antennas that have been installed in locations other than those specified herein must be removed within 15 days of the Association providing written notice of the violation. If the violating antenna is not removed within 15 days of the written notice, the Association will remove the antenna, remedy any violation and or damage to common or limited Common Elements and charge the Owner with the cost of such remediation and/or removal. In addition, a fine of \$100 may be imposed by the Association for each violation. If a violation is not corrected within a five days, additional fines of \$100 will be imposed for each subsequent five-day period that the violation continues. Prior to any fine being payable, the accused Owner shall have the right to participate in alternative dispute resolution (ADR) according to the Association's ADR resolution (a copy of the Association's ADR policy can be obtained by contacting the President of the Association). During the period that any violation hereof exists, the Owner's membership rights shall be suspended. The Association shall also be entitled to recover all attorney fees, costs, and expenses incurred in enforcement.

B. If a satellite dish poses a safety hazard, the Association may prohibit the installation, remove the installation per section 8A above, and/or seek injunctive relief.

8. SEVERABILITY

A. If any provision is ruled invalidated, the remainder of these rules shall remain in full force and effect.

9. INDEMNIFICATION

A. By installation of any satellite dish, the Owner and Tenants, if any, agree to indemnify and hold harmless the Association from liability for any damage or loss that occurs during, or in connection with, the installation or maintenance of any satellite dish and to completely restore to original condition and installation site upon removal of the satellite dish.

B. By installation of any Satellite dish, the Owner and Tenants, if any, agree to defend against any claims brought or actions filed against the Association with respect to the subject of the indemnity contained herein, whether such claims or actions are rightfully or wrongfully brought or filed.

C. By installation of any satellite dish, the Owner agrees that if the Association, in enforcement of any part of this indemnity agreement, incurs expenses or becomes obligated to pay attorneys' fees or court costs, the Owner will reimburse the Association for such expenses, attorneys' fees, or costs within thirty (30) days after receiving written notice from the Association of the incurring of such expenses, costs or obligations.

IN WITNESS WHEREOF, the Westwood Village Condominium Association, Inc. has affixed its hand and seal the day and year first written above.

ATTEST:

WESTWOOD VILLAGE
CONDOMINIUM ASSOCIATION, INC.

Diana Lullo
Secretary
Trustee

By:

Melinda Brenner, President

MONMOUTH COUNTY, NJ
CLARE FRENCH, CLK

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