Bk D3544 Pg578 #52
COUNTY OF CAPE MAY
Consideration .00
Realty Transfer Fee .00
Date 07-16-2013 By CLERKKAT

Prepared by:

Seth A. Fuscellaro, Esq.

AMENDMENT TO THE BYLAWS

1309 OCEAN CONDOMINIUM ASSOCIATION, INC.

THIS AMENDMENT TO MASTER DEED made this 25 day of JUNE 2013, by the 1309 Ocean Condominium Association, Inc. does hereby modify and amend that certain ByLaws (the "ByLaws") for the 1309 Ocean Condominium dated May 7, 1986 and recorded August 4, 1986 in the Office of the Clerk of Cape May County, New Jersey in Deed Book 1651 at page 981.

WITNESSETH:

WHEREAS, the 1309 Ocean Condominium Association, Inc. (the "Association") is the governing body of the 1309 Ocean Condominium (the "Condominium"); and

WHEREAS, by this Amendment, the Association intends to amend the ByLaws as hereinafter set forth; and

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(X)

WHEREAS, this Amendment has been approved and ratified as required by the ByLaws.

NOW, THEREFORE, the Association, pursuant to the New Jersey Condominium Act (***N.J.S.A.* 46:8B**-1) and Article 10 of the ByLaws, does hereby declare and state on behalf of itself, all unit owners and all persons having or seeking to acquire an interest of any nature whatsoever in the Condominium, as follows:

- The following language of Article I through XIII of the ByLaws shall replace the current Articles with of the same Title.
- The Percentage of Ownerships of each respective Unit shall be modified to reflect the attached list of percentages.
- The Rules and Regulations of the Association shall be amended to reflect the revised attached Rules and Regulations.

070213240

IN WITNESS WHEREOF, this Amendment has been executed by the appropriate officers of the 1309 Ocean Condominium Association on the day and year indicated.

ATTEST: **1309 Ocean Condominium Association, Inc.**

John Latko

John Latko, President

STATE OF NEW JERSEY:

ss.

COUNTY OF Burlington

I certify that on June 25, 2013, John Latko personally came before me, and this person acknowledged under oath, to my satisfaction, that:

(a) he is person is the President of 1309 Ocean Condominium Association, Inc., the corporation named in this document;

(b) this document was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Board of Directors;

(c) this person knows the proper seal of the corporation which was affixed to this document.

James J. Guiteras

Notary

JAMES J. GUITERAS
NOTARY PUBLIC
STATE OF NEW JERSEY
My Commission Expires September 15, 2015
ID# 2334426

BY-LAWS OF 1309 OCEAN CONDOMINIUM ASSOCIATION, INC.

ARTICLE 1

APPLICABILITY, MEMBERS, MEMBERSHIP AND DEFINITIONS

1. These are the By-Laws of 1309 Ocean Condominium (herein after called the Condominium), and of the 1309 ocean Condominium help Association, Inc., a non-profit corporation of the state of New Jersey (hereinafter called Association). The administration and management of the Condominium and the Condominium Property and the actions of the Association and the members thereof shall be governed by these By-Laws

2. All present and future Unit Owners, tenants, future tenants, their licensees, invitees, servants, agents, employees and any other person or persons shall be permitted to use the Condominium Property of the Condominium, shall be subject to these By-Laws and to the rules and regulations issued by the Association to govern the conduct of its members. Acquisition, rental or occupancy of any of the Units in the Condominium shall be conclusively deemed to mean that the Unit Owner, tenant or occupant has accepted and ratified these By-Laws and rules and regulations of the Association and will comply with them.

3. As used throughout these By-Laws, the term "Member" means the Unit Owner of the Unit in the Condominium. Other terms used herein shall have the same meanings as set forth in the Master Deed

4. Membership in the Association shall be limited to the Unit Owners of the Units in the Condominium provided, that whenever title to a Unit is vested in two or more persons, such co-owners shall be entitled jointly to only the number of votes for their particular Unit as designated in the membership certificate.

In the event that a Unit Owner shall lease or permit another to occupy his Unit, the tenant or occupant shall be permitted to enjoy the Condominium Property to the extent that such Unit Owner shall be entitled, but shall not vote in the affairs of the Association unless he shall be designated the Voting Representative. The use of the Condominium Property shall be limited to Unit Owners, tenants and occupants of Units and their licensees, invitees, servants, agents and employees.

If the Unit is owned by more than one individual or is owned by a corporation or partnership, or if the Unit is under lease, then the cancel individuals entitled to cast a vote for the Unit shall be the individual named in the certificate given pursuant to paragraph 8 of the Master Deed. (Set individual being in these By-Laws called the Voting Representative).

Every lawful transfer of title to the Unit Owner's Unit shall include membership in the Association and upon making such transferor, the previous Unit Owner's membership shall automatically terminate. Except as aforesaid, membership in the Association may not be assigned or transferred and any attempted assignment or transfer thereof shall be void and of no effect.

5. Each Unit Owner shall receive a certificate which state the number of votes to which the Unit designated is entitled. Upon presentation of satisfactory proof of the change of ownership of the Unit to the Secretary of the Condominium, the old Certificate of Membership to the Unit shall be canceled and a new Certificate of Membership issued to the new Unit Owner.

In the determination of the record date for the purpose of voting, the ownership of the Unit upon the membership list of the Condominium shall control. The trustee shall have the power to close the membership list for 10 days preceding any special or annual meeting of the Unit Owners

ARTICLE II

PRINCIPAL OFFICE

1. The principal office of the Association shall, 1309 Ocean Ave., North Wildwood, New Jersey, 08260, but thereafter, may be located at such other suitable and convenient place or places as shall be permitted by law and designated by the Trustees.

ARTICLE I I I

MEETINGS OF MEMBERS; VOTING

1. All annual and special meetings of the members of the Association shall be held at the principal office of the Association or at such other suitable convenient place as may be permitted by law from time to time fixed by the trustees and designated in the notices of such meetings.

2. Meetings shall be held, bi-annualy, at a place and time set by the board. The Unit Owners or their Voting Representative may ~~also~~ transact such other business as may properly come before the bi-annual meetings.

3. Special meetings of the members may be called by the President, Vice President, Secretary or by a majority of the Trustees and must be called by such officers upon receipt of a written request from the Unit Owners owning two or more Units. Such written request transacted at a special meeting shall be confined to the purpose stated in the notice.

4. For the purpose of determining the Unit Owners entitled to notice of any meeting of the members, or any adjournment thereof, or for the purpose of any other action, the trustee shall fix in advance a date as the record date for such determination. Such date shall not be more than 30 or less than 10 days before the date of the meeting. If no record date is fixed, then the date shall be deemed to be the 10th day before the date of the meeting.

5. Notice of Meetings of the Members of the Association shall be in writing. Notice of the meanings, other than the bi-annual meetings, shall indicate that it is being issued by or at the direction of the person or persons calling the meeting. Such notice shall be mailed or delivered not less than five days prior to the date of the meeting. Notice of all meetings at which disposition is to be made of assets, or the granting of rights or easements in the Condominium Property must also be given to the holders of the first mortgages on the Units.

6. Notice of meetings need not be given to any Unit Owner who personally or by his Voting Representative, signs a waiver of notice whether before or after the meeting. The attendance at a meeting of any Unit Owner or his Voting Representative, without protesting prior to the conclusion of the meeting the lack of proper notice of such meeting shall constitute a waiver of notice at the meeting by him.

7. A quorum at meetings of the Unit Owners shall consist of Unit Owners or their Voting Representatives holding fifty one percent (51%) of the total outstanding votes of the Association. The subsequent joinder of a Unit Owner or his Voting Representative any action taken at a meeting by signing and concurring in the minutes thereof shall constitute the presence of such person for the purpose of determining a quorum when a quorum is once present to organize the meeting it cannot be broken by the subsequent withdrawal of the Unit Owner or their Voting Representative. The Unit Owners or their Voting Representatives present may adjourn the meeting despite the absence of a quorum. In the event of any such adjourned meeting, no further notice of the adjourned meeting need be given to any of the members.

8. The number of votes which each Unit Owner or his Voting Representatives shall be entitled to cast in any of the affairs of the Association requiring a vote, and which votes are assigned to a particular Unit, shall be equal to the respective figures shown opposite each Unit in exhibit "B" of the master deed.

9. Only Unit Owners in good standing shall be entitled to vote in the affairs of the Association. A Unit Owner shall deem to be in "good standing" and "entitled to vote" if, and only if, he shall have fully paid all assessments made or levied against him and his Unit or Units by the trustees as hereinafter provided, together with all interests, costs, attorney's fees, penalties and other expenses, if any, properly chargeable to him and against his Unit or Units, at least 3 days prior to the date fixed for such annual or special meetings.

10. A Unit which has been acquired by the Association in its own name or in the name of its agent, designee or nominee on behalf of all the Unit Owners shall not be entitled to vote so long as it continues to be so held.

11. As to matters involving the disposition of assets or the granting of rights or cancel representatives representing an majority of the total outstanding votes of the Association shall be required, which affirmative vote must be accompanied by the consent of the holders of the first mortgages on the Units with respect to which such affirmative vote shall be given. All other decisions of the Unit Owners cancel, unless otherwise expressly set forth herein, shall require for passage the affirmative vote of the Unit Owners or their Voting Representatives representing a majority of the total votes represented at edit any given meeting

12. Any action involving the disposition of assets or the granting of rights or easements in the Condominium Property, or the amendment of these By-Laws, may be taken without a meeting on such matters on written consent setting forth the action so taken or to be taken of the required number of Unit Owners or their Voting Representatives. Approval or disapproval of a Unit Owner on any matter whether or not the subject of a meeting shall be by the person holding title to the Unit on the books of the condominium at the time of the execution of this instrument or by his Voting Representative, if no meeting is being held, or by the person owning the Unit on the record date, or his Voting Representative, if such record date has been fixed and a meeting is to be held.

13. The Secretary shall compile and keep up to date At the Principal Office of the Association, A Complete List of the Members and their last known post office addresses. Such List Shall Also Show Opposite Each Member's name, the number of the Unit or Units owned by him, The Percentage of Common Interest of the Member in the Common Elements of the Condominium, the number of votes which the Unit Owner is entitled to vote at meetings of the Association, and the Voting Representative, if any. This list shall be opened to inspection by all Members and other persons lawfully entitled to inspect the same at reasonable hours during regular business days. The Secretary shall also keep current and retain custody of the minute book of the Association, containing the minutes of all annual and special meetings of the Association and all resolutions of the Trustees.

14. The order of business at meetings of the Members shall be:

(a) Calling the role;

(b) Proof of notice of the meeting or certification as to waivers;

(c) Selection and appointment of inspectors of election, if applicable;

(d) Election of Trustees, if applicable;

(e) Reading of minutes of preceding meeting;

(f) Reports of the officers;

(g) Reports of the Trustees;

(h) Reports of Committees;

(i) Unfinished business;

(j) New business;

(k) Adjournment.

ARTICLE IV

BOARD OF TRUSTEES

1. The Condominium shall be administered and managed, and the affairs of the Association shall be governed, by a Board of Trustees consisting of five persons, each of whom shall be over the age of 18 years and Unit Owners in good standing.

2. Subject to the provisions of item7 of the Master Deed; at the first election, twos trustees shall be elected to serve for a term of three years, to serve for two years, and one to serve for one year. At all subsequent elections, the trustee or trustees to be elected at such election shall be elected for a term of three years. The trustee designated in the articles of incorporation of the Association shall act as trustee until their successors shall have been elected at the first annual meeting of the members, or at a special meeting called for the purpose of election of trustees, in accordance with the provisions of election of Unit Owners to replace developer's representative on the board. Each trustee shall serve until his successor shall be elected and shall serve without compensation.

3. At least two months preceding the annual meeting of the members, the Pres. shall appoint a nominating committee of three, at least one of one shall be a member of the Board of Trustees whose term of office does not expire at the ensuing annual election. The nominating committee, after considering the qualifications of the individuals shall report its nominees to the President at least 15 days prior to the date of the meeting at which elections are to be held.

Any two Unit Owners in good standing, or the Unit Owner of two or more Units, may nominate candidates to the Board of Trustees by presenting such nominations in writing signed by them 15 days before the annual meeting.

At least 10 days prior to the annual meeting the Unit Owners shall be notified in writing of all candidates to the Board of Trustees and shall be furnished with the ballots. The names of all candidates shall be either typed or printed upon all ballots, where there is more than one candidate, such name shall be arranged in alphabetical order.

Those candidates receiving the greater number of votes out of the members to be elected shall be declared elected and in case of a tie vote, as to the last place to be filled, a new ballot shall be cast in order to determine the last successful candidate excluding those with a smaller number of votes who shall be declared defeated. Cumulative to voting shall not be permitted.

Unit Owners or their Voting Representatives may cast their vote prior to the annual meeting by depositing their ballots with the Secretary, to be opened by him at the meeting, and are not required to be present at the meeting to cast their ballots for the election of Trustees.

4. If the office of any trustee shall become vacant by reason of his death, resignation, retirement, disqualification, removal from office or otherwise, the remaining trustees, at a special meeting duly called for such purpose, shall choose a successor who shall serve for the remaining unexpired term of the trustee replaced.

5. Trustees may be removed with or without cause, by the affirmative vote of the Unit Owners or their Voting Representatives having two thirds of the outstanding votes of the Association of any meeting of members duly called for that purpose. When a member of the Board of Trustees who has been elected by a Unit Owner is removed or resigns that vacancy shall be filled by a Unit Owner.

6. The first organizational meeting of each newly elected board of trustees shall be held immediately upon adjournment of the meeting of Members at which they were elected and at the same place where the meeting of Members was held, provided a quorum is present. If a quorum of the board is not then present, such first organizational meeting shall be held as soon

thereafter as may be practical, provided notice is given to each trustee as set forth in 7 of this article or unless waived as provided in 8 of this article.

7. The Board of Trustees shall meet at least twice annually on a date and time selected by the Board. The meeting shall be held at the principal office of the Association or at such other place as the Board may determine. A special meeting of the Board may be called by the President or Vice President on two days notice given either in writing, in person, by telephone or by wire to each trustee. Such special meeting must be called on the demand or request of two members of the Board.

8. Regular meetings once established may thereafter be held without notice at the time and place agreed upon by the board. If the time or place of a regular meeting the change by circumstances beyond the control for, notice of the change shall be given in the same manner as for a special meeting. Notice of a meeting need not be given to any trustee who submits a waiver of notice whether such waiver is given before or after the meeting. Attendance at the meeting shall be deemed to be a waiver of notice thereof.

9. At all duly convened meetings of the Board of Trustees, a majority of the trustees shall constitute a quorum for the transaction of business except as otherwise expressly provided in these By-Laws or by law, and he acts of the majority of the trustees present at such meetings at which a quorum is present shall be the acts of the Board of Trustees. If at any meeting of the board of trustees there shall be less than a quorum present, the trustee or trustees present may adjourn the meeting from time to time, and that any such adjourned meeting at which a quorum is present, any business that might've been transacted at the meeting as originally called may be transacted without further notice to any trustee.

10. The Board of Trustees shall have and exercise all lawful powers and duties necessary for the proper conduct and administration of the affairs of the Association and the administration and management of the Condominium and Condominium Property, and may do or cause to be done all such other lawful acts and things which are not, by law, by these By-Laws or otherwise, directed or required to be done or exercised by the Unit Owners, or by others. In the performance of its duties as the administering body of the Association and the condominium, the Board of Trustees shall have powers and duties set forth in the Condominium Documents, including, but not limited to, the following:

A. The operation, management, maintenance, renewal, replacement, repair, care, cleaning, upkeep, protection and surveillance of the Condominium and the Condominium Property and all other property real or personal of the Association.

B. The preparation, not later than March 15 of each fiscal year, of a budget or estimate of Common Expenses for the next succeeding fiscal year which shall include, but not be limited to, reasonable reserves for depreciation, retirements and renewals. The total amount of such budget or estimate shall be assessed against all of the Units and the representative Unit Owners thereof, in the same proportion as their respective undivided common interest in the Common Elements as set forth in the Master Deed. The proportionate amounts thus found applicable to each Unit shall be payable by all the Unit Owners thereof to the Association in equal monthly installments as provided in item 9 of the Master Deed. On or before the due date of the first installment, the Association shall prepare and deliver or mail to each Unit Owner and the holder of any permitted mortgage a statement showing the amount thereof and the amount assessed against such Unit for the entire fiscal year and shall not be obligated to give notice of any subsequently occurring monthly payments for such fiscal year, and the omission of notice of such installment shall not receive such Unit Owner from his obligation to pay such monthly installments promptly when they become due and payable. The omission by the Board of Trustees to fix the assessments for the next fiscal year shall not be deemed a waiver or modification in any respect of the provisions here of or the condominium documents, or a release of the Unit Owners from the obligation to pay any assessments or any installment thereof for any such year but the assessment fix for the preceding fiscal year shall continue until a new assessment is fixed. While the developer maintains a majority of the executive 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 90 days of the expiration of the fiscal year of the Association. The audit shall cover the operating budget and reserve accounts.

C. By majority vote of the Board, to adjust or increase the amount of any annual assessment for Common Expenses and quarterly installments thereof, and to levy and collect in addition thereto, special assessments for Common Expenses in such amounts as the Board may deem proper, whenever the Board is of the opinion it is necessary to do so in order to meet increased operating costs, or additional capital expenses or because of emergencies; provided, however, that all such increased or special assessments shall be made or levied against the Unit Owners and the Unit owned by them respectively, in the same proportions or percentages as provided in exhibit "B".

D. To use and expand any sums collected from such assessments for the operation, management, maintenance, renewal, replacement, repair, care, cleaning, upkeep, surveillance and protection of the Condominium Property and all of real and personal property of the Association. No expenditures for capital improvements in excess of $5,000.00 for any one item shall be made by the trustees without the affirmative vote of the Unit Owners or their Voting Representatives representing a majority of the total votes at an annual meeting or special meeting called for that purpose at which a quorum was present. In the event there shall be any common surplus remaining at the end of each fiscal year, then the same shall be returned to be credited to the Unit Owners in the same proportion as their Common Interest therein as soon as practical after the end of such fiscal year.

E. To require all officers and employees of the Association and Managing Agents handling, or responsible for funds of the Association or funds in its possession or under its control to furnish adequate fidelity bonds, inform, penalties and with corporate surety satisfaction to the board of trustees. The premiums on such bonds shall be paid by the Association as part of the Common Expenses.

F. To pay all taxes and assessments levied against any property of the Association, exclusive of any taxes or assessments levied against any Unit or otherwise properly chargeable to the Unit Owner or Unit Owners thereof.

G. To employ and dismiss such clerks, workman, janitors, watchmen and other personnel, and to purchase or arrange for such services, machinery, equipment, tools, materials and supplies, as in the opinion of the Board of Trustees may from time to time be necessary for the proper operation and maintenance of the Condominium and the Condominium Property, except the proportions thereof required to be maintained by Unit Owners.

H. To collect delinquent levees or assessments made by the Association through the Board of Trustees against any Units and the respective Unit Owners thereof, together with such costs and expenses incurred in connection therewith, including but not limited to filing fees, court costs and attorney's fees whether by suit or otherwise, to abate nuisances and enforce observances of the Rules and Regulations relating to the Condominium by injunction or such other legal action or means as the Board of Trustees may deem necessary or appropriate.

I. To employ or retain legal counsel, engineers and accountants and to fix their compensation whether such professional advice or services may be deemed necessary by the board for any proper purposes of the Association, including but not limited to those hereinbefore or hereinafter referred to in these By-Laws.

J. To cause such operating accounts, and escrow and other accounts, if any, to be established and opened as the Board of Trustees may deem appropriate from time to time as may be consistent with good accounting practices.

K. (1) To maintain the accounting of records in accordance with generally accepted accounting principles, open to inspection at reasonable times by unit owners. These records will include, but not be limited to, all records of receipts and expenditures and an account for each unit setting forth any shares of common expenses or other charges due as well as the due date, present balance and interest in common surplus.

(2) To cause a yearly review of all book accounts and expenditures by a Certified Public Accountant chosen by the Board of Trustees, with a report to be generated to all unit owners within a reasonable time thereafter. In addition, a full audit of all records will be completed every five (5) years by a Certified Public Accountant chosen by the Board and Trustees, and the resulting audit will be forwarded to all unit owners within a reasonable time thereafter.

L. To make and enforce compliance with such reasonable Rules and Regulations relative to the operation, use and occupancy of the Units, the common elements and other Condominium Property (including the assignment to each Unit of the exclusive right to the use of certain parking spaces on a uniform, reasonable and equitable basis, if deemed necessary or proper) and to amend the same from time to time as the Board shall deem necessary or appropriate, which Rules and Regulations when approved by appropriate resolutions shall be binding on the Unit Owners, and tenants and occupants of Units. A copy of such Rules and Regulations and copies of any amendments thereof shall be mailed or delivered to each Unit Owner of a Unit promptly upon the adoption thereof. The Rules and Regulations shall be subject to change by a majority of Unit Owners.

M. The Board of Trustees shall maintain the insurance and keep the Condominium Property insured as provided in Item13 of the Master Deed. The Board of Trustees shall review the insurance requirements and limits thereof once each year.

N. The Association shall pay the premiums on the aforementioned policies as Common Expenses. In the event the amount of any premium of such insurance shall be increased above the normal premium because of a particular use of, or hazard or risk in, a Unit, then the Unit Owner of such Unit shall be solely liable for the increase, and the same shall not constitute a Common Expense.

O. To collect all proceeds of all casualty or physical damage insurance and to apply same towards the cost of repair, restoration or replacement of any damage Condominium Property in accordance with the provisions of the Master Deed and these By-Laws.

P. To prosecute all proceedings with respect to the taking, injury or destruction by eminent domain of the common elements or any part thereof, or any part of the Condominium Property, provided however, that the Board of Trustees shall not compromise any claim without the affirmative vote of Unit Owners or their Voting Representatives representing at least a majority of the total outstanding votes of the Association at any meeting thereof. The Board of Trustees shall also determine whether it shall be appropriate to apply any sums payable with respect to such taking, injury or destruction to the repair or replacement of the Common Elements or Condominium Property injured or destroyed as a result thereof and shall distribute any sums not so applied in Item 14i.i. of the Master Deed.

Q. To purchase any Unit in the condominium on which the Association has a lien as a result of the failure of a Unit Owner to pay his pro rate share of Common Expenses following execution upon such lien in order to protect the interests of the Association and the members thereof, and to purchase and lease Units pursuant to the provisions of Item 9 of the Master Deed, and otherwise to hold, lease, sublet, mortgage and convey the same.

R. To lease or license the use of Common Elements in a manner consistent with the rights of the Unit Owners.

S. In its discretion to employ a professional Managing Agent and to delegate to such Agent the following powers and duties:

(1) Ministerial duties, which by the condominium act, are not required to be done by the Association or the Unit Owners;

(2) Powers which require only ministerial functions in order to carry out the intent and purpose of the power, which powers are not required to be enforced only by the Association or the Unit Owners;

(3) Delegate all powers and duties not prohibited by law or these By-Laws.

T. To perform such other duties as are contained in the Master Deed or any amendment or supplement thereto.

ARTICLE V.

OFFICERS

1. The officers of the Association shall be a President, Vice President, Secretary and Treasurer. The Secretary may be eligible to serve as the Treasurer. The officers of the Association shall also be members of the Board of Trustees.

2. The officers of the Association shall be elected annually by the Board of Trustees at the organization of each new Board and shall hold office until their successors are elected or appointed by the board and qualify, provided that each officer shall hold office at the pleasure of the Board of Trustees and may be removed either with or without cause and his successor elected at any meeting of the board called for such purpose, upon the affirmative vote of a majority of the Members of the board. The Board of Trustees may, from time to time, appoint such other officers as in their judgment are necessary.

3. The President shall be chief officer of the Association and shall preside at all meetings of the Members and of the board of trustees. He shall have the general powers and

duties usually vested in the office of President of the association, including but not limited to, the power to appoint committees from among the Members and Voting Representatives from time to time as he may deem appropriate to assist in the conduct of the affairs of the Association. He shall execute such deeds, leases, mortgages, bonds, notes, contracts and other instruments, in the name and on behalf of the Association and under its corporate seal when deciding an execution thereof shall be delegated by the Board of Trustees to another officer or agent of the Association.

4. The Vice-President shall perform all duties as shall be delegated to him by the President. He shall serve as chairman of the respective committees which the President shall deem appropriate he shall exercise the power and perform the duties of the President in his absence or disability.

5. The Secretary shall attend all meetings of the Board of Trustees and all meetings of the members and record all votes and minutes of all meetings and proceedings, including resolutions, in a minute book to be kept for that purpose and shall have charge of the minute book and such records and papers as the Board shall direct and perform all duties incident to the office of Secretary, including the sending of notices of meetings to the members, the board of trustees and committees and such other duties as may be prescribed by the By-Laws or by the Board of Trustees or the President. He shall also have custody of the corporate seal and when authorized by the board, a fixed same to any instrument requiring it and attest same when appropriate.

6. The Treasurer shall have responsibility for the Association's funds and securities and shall deposit all monies, checks and other valuable effects in the name and to the credit of the Association in such depositories as may from time to time be designated by the Board of Trustees. He shall disburse the funds of the Association as may from time to time be ordered by the board or by the President, making proper vouchers for such disbursements and shall render to the President choose three and Trustees, at the regular meetings of the board or whenever they or either of them shall require, an account of his transactions as treasurer and of the financial condition of the Association.

7. The officers of the Association shall be entitled to reimbursement for all expenses reasonably incurred in the discharge of their duties, unless one officer shall act as collection and/or management agent, then a fee to be determined by the Trustees shall be allowed. The

officers of the association may be compensated in an amount determined by a majority vote of the Unit Owners at a meeting of Unit Owners. Said fees and compensation shall be deducted without further approval, from the monies collected each month and shall be shown accordingly on all accounting records and statements.

ARTICLE VI

INDEMINIFICATION OF OFFICERS AND TRUSTEES

1. The Trustees and officers shall not be liable to the Unit Owners for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith. The Association shall indemnify every trustee and officer, his heirs, executive orders and administrators against all loss, cost and expenses, including counsel fees, reasonably incurred by him in connection with any action, suit or proceeding to which he may be made at party of by reason of his being or having been a trustee or officer of the Association except as to matters to which he shall be finally adjudged in such action, suit or proceeding to be liable for willful misconduct or bad faith. In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified had not been guilty of willful misconduct or bad faith in the performance of his duty as such trustee or officer in relation of the matter involved. The foregoing rights shall not be exclusive of any other rights to which such trustee or officer may be entitled. All liability, loss, damage, cost and expenses incurred or suffered by the Association by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated by the Association as Common Expenses, provided however, that nothing in this article contained shall be deemed to obligate the Association to indemnify any member or Unit Owner who is or has been a trustee or officer of the Association, with respect to any duties or obligations assumed or liabilities incurred by him under and by virtue of his membership in the Association or as a Unit Owner of a Unit.

ARTICLE VII

MORTGAGES

1. A Unit Owner who mortgages his unit shall notify the Association of the name and address of his mortgagee and the Association shall maintain such information in a book entitled "Mortgages of Units."

2. The trustees, when ever so requested in writing by a mortgagee of a unit, shall promptly report any then unpaid assessment for common expenses due from, or any other default by, the Unit Owner of the mortgage unit.

3. The trustees when giving notice to a Unit Owner of a default in paying assessments for common expenses, or other default, shall send a copy of such notice to each holder of a mortgage covering such unit whose name and address has therefore been furnished to the Association.

ARTICLE VIII

FISCAL YEAR

1. The fiscal year of the Association shall begin on the first day of January of each year.

ARTICLE IX

CORPORATE SEAL

1. The corporate seal of the Association shall contain the name 1309 OCEAN CONDOMINIUM ASSOCIATION, INC., the words "Incorporated, New Jersey, and the year of incorporation."

ARTICLE X

AMENDMENTS TO BY-LAWS

1. Amendment of the By-Laws shall be proposed by either the Board of Trustees or by Unit Owners of at least two (2) units. The proposed amendment must be reduced to writing and shall be included in the notice of any meeting at which such action is to be taken thereon.

2. The affirmative vote of the Unit Owners, or their Voting Representatives, representing seventy-five (75%) percent of the total outstanding vote of the Association shall be required to amend these By-Laws.

ARTICLE XI

PARLIMENTARY RULES

1. ROBERTS RULES OF ORDER (latest edition) shall govern the conduct of the proceedings of the Association and the Board of Trustees.

ARTICLE XII

DISSOLUTION

1. In the event it shall be deemed advisable and for the benefit of the members of the Association that the Association shall be dissolved, the procedures concerning dissolution set forth in Chapter 12, Section 1, Title 15A of the revised statutes of the State of New Jersey, entitled "Corporations and Associations Not-For-Profit," shall be followed.

2 In the event of dissolution, the assets of the Association, after the payment of all debts, including mortgages and other encumbrances, shall be distributed to the Unit Owners in the same proportion as their respective common interests in the common elements.

ARTICLE XIII

MISCELLANEOUS

1. Nothing contained herein to the contrary shall serve to exculpate members of the board of trustees appointed by the sponsor from their fiduciary responsibilities.

EXIBIT (B)

Bk D3544 Pg599 #52

1309 OCEAN CONDO

	% OWNERSHIP	FEE	SQARE FEET
100 OFFICE	8.07%	0	1301
101	4.22%	349	736
102	4.15%	344	725
103	2.29%	190	400
104	2.29%	190	400
105	4.15%	344	725
106	2.29%	190	400
107	2.29%	190	400
108	2.32%	192	405
109 ABC	8.48%	702	1588
110	4.22%	349	736
111	4.15%	344	725
112	2.29%	190	400
113	2.29%	190	400
114	4.15%	344	725
115	2.29%	190	400
116	2.29%	190	400
117	1.48%	123	258
118	2.31%	192	404
119	2.38%	197	416
120	4.64%	384	810
121	1.46%	121	254
122	4.22%	349	736
123	4.15%	344	725
124	2.29%	190	400
125	2.29%	190	400
126	4.15%	344	725
127	2.29%	190	400
128	2.29%	190	400
129	1.48%	123	258
130	2.31%	192	404

1309 CONDOMINIUM ASSOCIATION
RULES AND REGULATIONS
PAGE 1

1. These rules and regulations apply to all owners, guests, and renters. Owners are responsible to ensure that all guests and renters receive a copy of the rules and regulations.

2. The walkways, entrances, halls, car doors, stairways and roads shall not be obstructed or used for any purpose other than ingress and egress to and from the units.

3. The exterior of the units and all the other areas adjacent to a unit shall not be painted, decorated or modified by any owner in any manner without the prior consent of the Association, which consent may be withheld on purely aesthetic grounds within the sole discretion of the Association.

4. No article shall be hung or shaken from the doors or windows were placed upon the outside of the window sills or the unit. No article shall be hung from railings or fences.

5. No bicycles, scooters, baby carriages or similar items or toys or other personal articles shall be allowed to stand in common areas or driveways.

6. No owner, guest or renter shall make or permit any noises that will disturb or annoy the occupants of any of the units. No owner, guest or renter shall do or permit anything to be done which will interfere with the rights comfort or convenience of the other owners, renters and guests.

7. Each owner shall keep each unit in a good state of preservation and cleanliness and shall not sweep or throw, or permit to be swept or thrown, there from the doors and windows thereof, any dirt or other substance.

8. No awnings, window guards, light reflective materials, hurricane or storm shutters, ventilator fans or air conditioning devices shall be used in or about the unit except upon the approval of the Association, which approval may be withheld on purely aesthetic grounds with the sole discretion of the Association.

9. No sign or notice of advertisement shall be inscribed or exposed at any window or other part of the units unless previous written authorization has been provided by the Association. Nor shall anything else be projected out of any window in the units without similar approval, including rental or estate signs.

10. Water closets, and other water apparatus in the buildings, shall not be used for any purpose other than those for which they are constructed. Any damage resulting from misuse of any water closets or apparatus shall be paid for by the owner of the unit in which it was caused.

11. No radio, television aerial or antenna, shall be attached to or hung from the exterior of the units or the roofs thereon. This includes satellite apparatus, unless written approval has been obtained from the Association Board.

12. The agents of the Association, and any contractor or workmen authorized by the Association, may enter any unit at any reasonable hour of the day for the purpose permitted under the terms of the bylaws of the Association or management agreement. Except in case of emergency, entry will be made by prearrangement with the owner. All contractors must be registered and provide proof of liability insurance in New Jersey. Construction permits must be obtained when necessary.

13. No vehicle belonging to an owner, family member, guest, renter or employee of an owner shall be parked in such a manner to impede or prevent ready access to another parking space. Owners, family members, guests, employees, servants, agents, visitors and renters will obey the regulations promulgated for the safety, comfort and convenience of the owners. No vehicle which cannot operate on its own power shall remain within the condominium for more than 24 hours, and no repair of vehicles shall be made on the condominium property. Exception to vehicle regulation is upon written approval by the Association. All vehicles must be registered at the desk or will be towed away at owner's expense.

14. No owner, family member, guest or renter shall cause or permit the blowing of any horn from any vehicle approaching or upon any of the driveways or parking areas serving the condominium property.

15. All damage of the units and common areas caused by the moving and carrying of any article they are in shall be paid for by the responsible owner. This includes damage caused by any contractor or delivery person.

16. No owner shall use or permit to be brought into the units any flammable oils or fluids, such as kerosene, gasoline, naptha, benzene or other explosives or articles deemed hazardous. This also includes candles incense and illegal drugs.

17. Owner shall not be allowed to put their names on any entry of the units or mail receptacles.

18. The Association may retain a passkey to each unit. No owner shall alter any lock or install a new lock on any door leading into the unit. All locks and dead bolts must be keyed alike. Lock boxes are only permitted in the off-season, upon approval by the Association.

19. Any damage to the building, recreational facilities or other common areas or equipment caused by any resident or his guest shall be repaired at the expense of the owner.

20. Children shall be allowed to play only in the area designated for play by the Association. During rental season, all children's apparatus must be used outside the common areas.

21. Parents shall be held responsible for the actions of their children. Children under the age of 16 must be accompanied by an adult, **especially in the pool area.**
22. There are **ABSOLUTELY NO PETS** allowed on the premises from May 1 through September . All owners except full responsibility for litigation or medical bills caused by their pets.

23. Complaints regarding the management of the units and grounds, or regarding the actions of other unit owners shall be made in writing to the Association. Complaints should be forwarded to:
Board of Trustees
1309 Ocean Ave.
North Wildwood, N.J. 08260

24. Owners, family members and guests, must register at the manager's office upon arrival and provide family name, number of people in the unit, unit number and length of stay. The number of persons (owners + family members + guests) allowed on the condominium premises at any one time shall be limited to eight in the case of two-bedroom units, six in the case of one-bedroom units, and four in the case of a studio unit. The Association needs a record of this information for insurance purposes and the front desk needs this information in case of emergency. No owner or renter shall have guests use any commons facilities, unless they are staying at the condominium unit. Immediate family members of owners may use the commons facilities provided that they are 18 years of age or older.

25. Each unit is entitled to one parking space. Owners, family members and guests, upon arrival, must register at the manager's office, providing the license plate number of the vehicle to be parked in the parking space. They must pick up a Royal Sands parking tag and display the parking tag in the front windshield of the vehicle. Illegally parked cars will be towed at owner's expense. During the off-season owners, and their guests, may park at any available parking space.

26. All occupants of units must obey the trash recycling laws and separate their trash and dispose of it properly. In the off-season owners are responsible for their own Trish to to limited trash pickups. Large furniture or appliances must be disposed of by the owners or by making arrangements with Township or Cape May County disposal recycle facilities.

27. Private family functions must get approval from the Association, especially during the rental season. There will be no saving of chairs and tables in the pool area.

28. Owners wishing to sell their unit must contact the Association. Owners must obtain approval by the Association for new buyers and a background check may be required.

29. Owners must supply real estate agents or buyers with a copy of the rules and bylaws. Bylaws may be obtained at the Cape May County clerk's office.

30. All condo areas shall remain standard in uniform colors, i.e. curtains, shades, doors, patio furniture, etc.

31. Owners are to notify management if they will not be using their condominium units during the winter. This helps keep utility costs down.

32. Owners who wish to stay year round, must obtain approval by the board.

33. All board members and trustees must be owners.

34. Due to limited use in the off-season, parts of the complex will be shut down at the discretion of the Association.

35. Owners are limited to storage space. If renting during the season, all personal article should be removed from the condominium unit and stored off-site.

36. In 2002 owners voted for a $250 assessment see to all owners who do not participate on scheduled work weekends. Work weekends are held to hold down common fees for maintenance and repairs.

37. Cash flow is an important component in keeping the Association Fees to a minimum and commons running safely and effectively. The Association depends on all Association Fees to be paid on time in order to have the necessary chash to operate and maintain the common buildings, facilities and grounds, Monthly common fees are due by the 1st of each month. For each payment not received by the 16th of each month, a $35.00 late fee will be imposed for each late payment plus 2% interest per day will be added for each day the payment is late.

Bk D3544 Pg604 #52
RECORDED COUNTY OF CAPE MAY
Rita Marie Fulginiti, County Clerk
Recording Fee 310.00
Date 07-16-2013 @ 09:56a

RULES AND REGULATIONS REGUARDING PETS AND ANIMALS

1309 Condo Association

UNITS OWNERS THAT HAVE PETS ARE SUBJECT TO THE FOLLOWING CONDITIONS:

1. NO BIRD OR REPTILE OF ANY KIND SHALL BE RAISED, BRED OR KEPT ANYWHERE UPON THE COMMONS PROPERTY OR CONDO.
2. EACH UNIT OWNER OR RESIDENT OF OWNER SHALL INDEMNIFY THE ASSOCIATION AND HOLD THE ASSOCIATION HARMELESS AGAINST ANY LOSS OR LIABILITY OF ANY KIND WHATSOVER ARISING FROM OR GROWING OUT OF HAVING SUCH PET ON THE COMMOM AREA. HOME OWNER INSURANCE IS MANDATORY IF PET IS ON PROPERTY.
3. ALL PETS ON PREMISES ARE TO BE LEASHED AND ESCORTED BY UNIT OWNER OR RESIDENT. NO PETS ARE ALLOWED IN THE POOL AREA AT ANY TIME OR ROAM FREE IN THE COMMOM AREAS.
4. NO PETS OR ANIMALS SHALL BE PERMITTED AT ANY TIME TO CREATE A NUISANCE OR DISTURBANCE TO ANY OTHER OWNER OR RESIDENT. IF NUSIANCE OCCURS, OWNER OR RESIDENT WILL BE ASKED TO REMOVE PET FROM PROPERTY AND IF NEEDED POLICE WILL BE NOTIFIED BY MANAGEMENT OR ANOTHER OWNER.
5. PETS WALKED WITHIN THE CONFINES OF THE COMMOM PROPERTY SHALL BE WALKED IN THE STREETS OR SIDEWALK BY OWNERS OR RESIDENTS AND FECES SHALL BE REMOVED BY TOWNSHIP ORDINACE.
6. NO PETS SHALL BE ALLOWED TO URINATE OR DEFECATE ON COMMON AREAS INCLUDING PARKING LOT.
7. NO PETS ARE ALLOWED DURING RENTAL SEASON.