

EXHIBIT I

BY-LAWS

OF

CHANNEL CLUB TOWER ASSOCIATION, INC.

A New Jersey Not For Profit Corporation

(to be located in the Borough of Monmouth Beach, County of
Monmouth, State of New Jersey)

ARTICLE I

Name, Office and Purpose

Section 1. Name and Principal Office: These are the By-Laws of CHANNEL CLUB TOWER ASSOCIATION, INC. (hereinafter called the "Association"). The principal office of the Association shall be located at Channel Drive and West Street, Monmouth Beach, New Jersey.

Section 2. Purpose: The Association is formed to serve as a means through which the condominium apartment unit owners (hereinafter "Unit Owners") may take action with regard to the administration, management, maintenance, repair and operation of the Property (hereinafter defined) of "CHANNEL CLUB TOWER, a Condominium" (hereinafter the "Condominium") to be constructed by CHANNEL CLUB TOWER ASSOCIATES (the "Sponsor") on certain land comprising almost 7 acres in the Borough of Monmouth Beach, Monmouth County, New Jersey, in accordance with the provisions of a master deed (hereinafter the "Master Deed") to be recorded in the office of the Monmouth County Clerk, Freehold, New Jersey, to which these by-laws are appended as an exhibit.

The statutes relating to condominiums in effect in the State of New Jersey pursuant to which the Condominium is to be promulgated and governed are P.L. 1969, Ch. 257, R.S.46: 8B-1 et seq. of the laws of the State of New Jersey (hereinafter the "Condominium Act") and the Association is intended to be the entity responsible for the administration of the Condominium as defined in the Condominium Act.

ARTICLE II

Plan of Apartment Unit Ownership

Section 1. Applicability of By-Laws: The provisions of these By-Laws are applicable to the Condominium and to the use and occupancy thereof. The term "Property" as used herein shall include the land, the buildings ("Buildings") and all other improvements thereon (including the apartment units and the common elements), and all easements, rights and appurtenance belonging thereto, and all other property, personal or mixed, intended for use in connection therewith, all as set forth in the Master Deed.

Section 2. Application: All present and future owners, mortgagees, lessees and occupants of apartment units and their employees, and any other persons who may use the facilities of the Property in any manner are subject to these By-Laws, the rules and regulations of the Association and the Master Deed.

The acceptance of a deed or conveyance or the entering into of a lease or the act of occupancy of an apartment unit shall constitute an agreement that these By-Laws, the rules and regulations of the Association and the provisions of the Master Deed, as they may be amended from time to time, are accepted, ratified and will be complied with. Each purchaser of an apartment unit (hereinafter "Apartment Unit") in the Condominium will, by virtue of his ownership, become a member of the Association. Title to Apartment Units may be taken in the name of an individual or in the names of two or more persons, as tenants in common or as tenants by the entirety, or in the name of a corporation or partnership, or in the name of a fiduciary.

ARTICLE III

Meetings of Unit Owners

Section 1. Place of Meetings: The Unit Owners of the Condominium shall hold meetings at the principal office of the Condominium at Channel Drive and West Street, Monmouth Beach, New Jersey, or at such other place as may be fixed, from time to time, by the Board of Directors and designated in the notice of such meeting. The first annual meeting of the Unit Owners

shall be held at 8 o'clock P.M. on the first Monday of the twelfth month following the recordation of the Master Deed, as aforesaid. Thereafter an annual meeting of the Unit Owners shall be held on the first Monday of said month or in the event that day is a holiday on the first day thereafter which is not a legal holiday in each succeeding year. At the annual meeting the Unit Owners shall elect a Board of Directors of the Association and may transact such other business as may properly come before the meeting.

Section 2. Special Meetings: Special meetings may be called by the President, Vice-President, Secretary, or a majority of the Board of Directors, and must be called by such officers upon receipt of a written request of thirty percent (30%) or more of the Unit Owners. Such written request shall state the purpose or purposes of the proposed meeting. Business transacted at a special meeting shall be confined to the purposes stated in the notice.

Section 3. Record Date: For the purpose of determining the Unit Owners entitled to notice of any meeting of the Association or any adjournment thereof or for the purpose of any other action, the Board of Directors shall fix in advance a date as the record for such determination. Such date shall not be more than thirty (30) nor less than ten (10) days before the date of the meeting. If no record date is fixed, then the date shall be determined in accordance with the provisions of law relating thereto.

Section 4. Notice of Meeting: Notice of meetings of the Unit Owners shall be in writing. Notice of the meetings other than the annual meeting shall indicate and state 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 ten (10) or more than ninety (90) days prior to the date of the meeting. Notice of all meetings at which disposition is to be made of assets, granting of rights or easements in the Property must also be given to the holders of the first mortgages of any Apartment Units.

Section 5. Waiver of Notice: Notice of a meeting need not be given to any Unit Owner who signs a waiver of notice either in person or by proxy, whether before or after the meeting. The attendance of any Unit Owner at a meeting in person or by proxy, without protesting prior to the conclusion of the meeting, the lack of proper notice of such meeting, shall constitute a waiver of the notice of meeting by him.

Section 6. Quorum: The presence in person or by proxy of Unit Owners holding at least fifty-one percent (51%) or more

ownership interest in the Common Elements (as defined in the Master Deed) shall constitute a quorum at a meeting of the Unit Owners.

Section 7. Majority Vote: The vote of a majority of shares (as defined in Section 8 of this Article III) cast by Unit Owners at a meeting at which a quorum shall be present shall be binding upon the Unit Owners for all purposes except where in the Master Deed of these By-Laws or the provisions of New Jersey law, a higher percentage rate is required.

Section 8. Voting: The Association may, but shall not be required to, issue certificates or other evidence of membership. The aggregate number of votes for all Unit Owners shall be one hundred (100) and shall be divided among the respective Unit Owners in accordance with their respective percentages of ownership interests in the Common Elements applicable to his or their Apartment Unit (herein sometimes referred to as the "shares"). A fiduciary shall be entitled to vote with respect to any Apartment Unit owned in a fiduciary capacity. If an Apartment Unit is owned by more than one Unit Owner the votes allocable to such Apartment Unit may be divided in any manner as the Unit Owners owning the same shall determine. An Apartment Unit which has been acquired by the Association in its own name or in the name of its agents, designee or nominee on behalf of all of the Unit Owners shall not be entitled to a vote so long as it continues to be so held. Votes may be cast by each Unit Owner in person or by his proxy when filed with the Secretary of the Association. The designation of any such proxy shall be made in writing and filed with the Secretary of the Association before the appointed time of the meeting. A proxy is valid only for the particular meeting designated therein. A proxy may be revoked by the Unit Owner by appearance in person at the meeting and there and then filing with the Secretary at that time notice of the revocation.

Section 9. Good Standing: As used in these By-Laws, a Unit Owner shall be deemed "in good standing" and shall therefore be entitled to vote as herein provided at any meeting of Unit Owners subject, however, to the limitations of Section 8 of this Article, if said Unit Owner shall have fully paid all then due assessments and charges as permitted by these By-Laws, levied against his Apartment Unit and himself at least five (5) days prior to the date fixed for a particular meeting. Provided further that in the event any interest, penalties, costs, fees and the like have been levied against said Unit Owner and his Apartment Unit, these interest, penalties, costs, fees and the like shall likewise be fully paid within the aforesaid time.

Section 10. Adjournment of Meetings: If any meeting of Unit Owners cannot be held because a quorum has not attended, the meeting shall be adjourned to a time not less than 48 hours from the time the original meeting was called.

Section 11. Written Consent to Unit Owners--Approval or Disapproval: Any action that may be taken by a vote of the Unit Owners may be taken without a meeting (provided the laws of the State of New Jersey so provide) on written consent of the Unit Owners duly acknowledged setting forth the action so taken or to be taken by the Unit Owners holding in interest the majority of the total outstanding votes of all Unit Owners in accordance with Section 8 hereof, unless these By-Laws or the provisions of New Jersey law shall require a greater percentage of such votes with respect to a particular action.

Section 12. Order of Business: The order of business at the annual meeting of the Unit Owners shall be as follows:

- (a) Roll Call
- (b) Proof of Notice of Meeting
- (c) Reading of Minutes of Preceding Meetings
- (d) Reports of Officers
- (e) Report of Board of Directors
- (f) Reports of Committees (if any)
- (g) Appointment of inspectors of election
- (h) Election of Members of the Board of Directors
- (i) Unfinished Business
- (j) New Business
- (k) Adjournment

The order of business at all other meetings of the Unit Owners shall as far as practical conform to the above order of business insofar as the special purpose or purposes of the meeting will permit.

ARTICLE IV

Board of Directors

Section 1. Number and Qualification: The affairs of the Association shall be governed by a Board of Directors consisting of not less than seven (7) members. Until the Master Deed shall have been recorded by the Sponsor, the Board of Directors of the Association shall consist of such persons as shall be designated

by the Sponsor who shall serve as such until the first annual meeting of the Unit Owners as provided in Section 1 of ARTICLE III of these By-Laws. Thereafter the Board of Directors shall consist of seven (7) persons (or such greater number as may be fixed by the Board of Directors from time to time), each of whom shall be owners or spouses of owners of Apartment Units or in the case of partnership owners shall be members or employees of such partnership, or in the case of corporate owners (including the Sponsor, during such time as Sponsor shall be the owner of any Apartment Units), shall be officers, stockholders or employees of such corporation, or in the case of fiduciary owners, shall be fiduciaries or officers or employees of such fiduciaries provided that at least one of the members of the Board of Directors shall be a resident of the State of New Jersey.

Section 2. Powers and Duties: The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things except as, by law or by the Master Deed or by these By-Laws, may not be delegated to the Board of Directors by Unit Owners. Such powers and duties of the Board of Directors shall include but shall not be limited to the following:

(a) The operation, care, upkeep, repair and replacement of the Common Elements and services and personal property of the Association, if any, together with the right to use all funds collected by the Association to effectuate the foregoing.

(b) Determination of the Common Expenses required for the affairs and duties of the Association including the establishment of reasonable reserves if required for depreciation, retirement and renewals.

(c) Collection of the Common Expenses and assessments from the Unit Owners together with any costs and expenses of collection thereof.

(d) Employment and dismissal of the personnel necessary for the maintenance and operation of the Property, including the Common Elements and other property which may be owned by the Association.

(e) Adoption and amendment of rules and regulations covering the operation and use of the Property.

(f) Opening of bank accounts on behalf of the Association and designating the signatories required therefor.

(g) Purchase or arrangement for such services, machinery, tools, supplies and the like as in the opinion of

the Board of Directors may from time to time, be necessary for the proper operation and maintenance of the Property and Common Elements and the facilities and general business of the Association. The Board of Directors may also employ a manager for the Association at such compensation as it may deem appropriate, to perform such duties as the Board of Directors may so designate and may lawfully delegate.

(h) Employment of legal counsel, engineers, and accountants and to fix their compensation whenever such services may be deemed necessary by the Board of Directors.

(i) Maintenance of detailed books of account of the receipts and expenditures of the Association. The aforesaid books of account shall be audited when requested by the Board of Directors but not less than annually by a certified public accountant and a statement reflecting the financial condition and transactions of the Association shall be furnished to each Unit Owner on an annual basis. The books of account and any supporting vouchers shall be made available for examination by a Unit Owner at convenient hours on working days that shall be established by the Board of Directors and announced for general knowledge.

(j) Maintenance and adequate fidelity bonds for Association officers, agents and employees handling Association funds and records, at such times and in such amounts as the Board of Directors may deem necessary. The premiums for such coverages shall be paid by the Association and shall constitute a Common Expense.

(k) Payment of all taxes, assessments, utility charges and the like assessed against any property of the Association or assessed against any Common Element, exclusive of any taxes or assessments properly levied against any Unit Owner.

(l) Adjust or increase the amount of any monthly installment payment of Common Expenses and to levy and collect from Unit Owners special assessments in such amounts and payable in such manner as the Board of Directors may deem necessary to defray and meet increased operating costs, capital expenses or to resolve emergency situations; provided, however, that all such special assessments or increased payment assessments shall be levied against the Unit Owners in the same proportions or percentages as provided in Section 4 of ARTICLE VI hereof.

(m) Making of repairs, additions and improvements to or alterations of the Property and repairs to and restoration of the Property in accordance with the other provisions of these By-Laws after damage or destruction by fire or other casualty or as a result of condemnation or eminent domain proceedings. When in the opinion of the Board of Directors any of the Common Elements requires protection, renewal, maintenance or repair or when enforcement of any of the Association's rules and regulations so require or when the abatement of any nuisance is required or in any emergency situation, the Board of Directors will have the right to enter any Apartment Unit for such purpose. Such entry shall, however, be done with as little inconvenience to the Unit Owners thereof as is reasonably possible by the acceptance of a deed conveying each Apartment Unit to the Unit Owner; each Unit Owner expressly and irrevocably grants and confirms the rights of entry aforesaid.

The Board of Directors shall, prior to the beginning of each fiscal year of the Association, prepare a budget which shall determine the amount of common charges payable by each Apartment Unit to meet the Common Expenses of the Association including the aforesaid reserves and to make up for any deficit in the Common Expenses for any prior year. The Board of Directors shall allocate and assess such charges among the Unit Owners according to and in the percentage of their respective ownership of Common Elements as set forth in the Master Deed. Unit Owners shall be advised of the amount of Common Expenses payable by each of them and these charges shall be paid to the Association in twelve (12) equal monthly installments on the 1st day of each month of the fiscal year in advance at the office of the Association. A statement of the aforesaid yearly charges shall be mailed to each Unit Owner at the commencement of each fiscal year and no further billing by the Association shall be required.

The initial fiscal year of the corporation shall be the period ending six months after the date on which the closing of title to the first Apartment Unit shall take place.

Anything in these By-Laws or elsewhere to the contrary notwithstanding, the Board of Directors shall not have the authority, except in the case of an extreme emergency, without the consent of the Unit Owners holding a majority of the shares in the Common Elements to expend in excess of \$5,000, on any item of expense in any year which is not specified in, or if specified, over the amount indicated for such item in, the aforesaid budget for such year.

Section 3. Election and Term of Office: At the first annual meeting of the Unit Owners the term of office of three members of the Board of Directors shall be fixed at three (3) years, the term of office of two members of the Board of Directors shall be fixed at two (2) years and the term of office of the remaining two members of the Board of Directors shall be fixed at one (1) year. At the expiration of the initial term of office of each respective member of the Board of Directors, his successor shall be elected to serve for a term of three years. The members of the Board of Directors shall hold office until their respective successors shall have been elected by the Unit Owners.

Section 4. Removal of Members of the Board of Directors: At any annual or special meeting of the Unit Owners any one or more of the members of the Board of Directors may be removed with or without cause by a majority vote pursuant to Section 7 of Article III hereof and a successor may then and there or thereafter be elected to fill the vacancy thus created. Any member of the Board of Directors whose removal has been proposed by the Unit Owners shall be given an opportunity to be heard at the meeting called for such purpose.

Section 5. Vacancies: Vacancies in the Board of Directors caused by any reason other than the removal of a member thereof by a vote of the Unit Owners shall be filled by a vote of a majority of the remaining directors at a special meeting of the Board of Directors held for that purpose promptly after the occurrence of any such vacancy, and each person so elected shall be a member of the Board of Directors until a successor shall be elected at the next annual meeting of the Unit Owners and the term of the newly elected director shall be for the balance of the term of the vacated directorship.

Section 6. Organizational Meeting: The first meeting of the members of the Board of Directors following the first annual meeting of the Unit Owners shall be held within ten (10) days thereafter at such time and place as shall be fixed by the Unit Owners at the first organizational meeting at which such Board of Directors shall have been elected and no notice shall be necessary to the newly elected members of the Board of Directors in order legally to constitute such meeting, providing a majority of the whole Board of Directors shall be present thereat.

Section 7. Regular Meetings: Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the members of the Board of Directors, but at least two such meetings shall be held during each fiscal year of the Association. Notice of regular

meetings of the Board of Directors shall be given to each member of the Board of Directors by mail or telegraph at least three (3) business days prior to the day designated for such meeting.

Section 8. Special Meetings: Special meetings of the Board of Directors may be called by the President of the Association on three (3) business days' notice to each member of the Board of Directors given by mail or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice at the written request of at least three members of the Board of Directors.

Section 9. Waiver of Notice: Any member may at any time waive notice of any meeting of the Board of Directors in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Board of Directors at any meeting of the Board of Directors shall constitute a waiver of notice by him of the time and place thereof. If the members of the Board of Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 10. Quorum of Board of Directors: At a meeting of the Board of Directors a majority of members thereof shall constitute a quorum for the transaction of business and the votes of a majority of the members of the Board present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. If at any meeting of the Board of Directors there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 11. Fidelity Bonds: The Board of Directors in their discretion may obtain adequate fidelity bonds for all officers and employees of the Association handling or responsible for Association funds. The premiums on such bonds shall constitute a Common Expense.

Section 12. Compensation: No member of the Board of Directors shall receive any compensation from the Association for acting as such.

Section 13. Liability of the Board of Directors: The members of the Board of Directors 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 Unit Owners shall indemnify and hold harmless each of the members of the Board of Directors against all contractual liability to others arising out of contracts made by the Board of Directors on behalf of the Association unless any such contract shall have been made in bad faith or contrary to the provisions of the Master Deed or of these By-Laws. It is intended that the members of the Board of Directors shall have no personal liability with respect to any contract made by them on behalf of the Association. It is also intended that the liability of any Unit Owner arising out of any contract made by the Board of Directors or out of the aforesaid indemnity in favor of the members of the Board of Directors shall be limited to such proportion of the total liability thereunder as his interest in the Common Elements bears to the interest of all the Unit Owners in the Common Elements. Every agreement made by the Board of Directors on behalf of the Association shall provide that the members of the Board are acting only as agents for the Unit Owners and shall have no personal liability thereunder (except as Unit Owners) and that each Unit Owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his interest in the Common Elements bears to the interest of all Unit Owners in the Common Elements.

Section 14. Managing Agent and Manager: The Board of Directors may employ a managing agent and/or a manager for the Condominium at a compensation established by the Board of Directors, to perform such duties and services as the Board of Directors shall authorize. The Board of Directors may delegate to the managing agent or the manager all of the powers granted to the Board of Directors by these By-Laws but notwithstanding such delegation, will remain responsible to the Unit Owners for the proper performance of such duties and services.

ARTICLE V

Officers

Section 1. Designation: The principal officers of the Association shall be the President, the Vice-President, the Secretary and Treasurer, all of whom shall be elected by the Board of Directors. The Board of Directors may appoint an Assistant Treasurer, an Assistant Secretary and such other officers as in its judgment may be necessary. The President and Vice-President, but no other officers, need be members of the Board of Directors.

Section 2. Election of Officers: The officers of the Association shall be elected annually by the Board of Directors at the organization meeting of each new Board of Directors and shall hold office at the pleasure of the Board of Directors.

Section 3. Removal of Officers: Upon the affirmative vote of a majority of the members of the Board of Directors any officer may be removed with or without cause and his successor may be elected at any regular meeting of the Board of Directors or at any special meeting of the Board of Directors called for such purpose.

Section 4. President: The President shall be the Chief Executive Officer of the Association. He shall preside at all meetings of the Unit Owners and of the Board of Directors. He shall have all of the general powers and duties which are incident to the office of President of a corporation organized under New Jersey Law, including but not limited to the power to appoint committees from among the Unit Owners from time to time as he may in his discretion decide is appropriate, to assist in the conduct of the affairs of the Association.

Section 5. Vice-President: The Vice-President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice-President is able to act, the Board of Directors shall appoint some other member of the Board of Directors to act in place of the President on an interim basis. The vice-President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors or the President.

Section 6. Secretary: The Secretary shall keep the minutes of all meetings of Unit Owners and of the Board of Directors; he shall have charge of such books and papers as the Board of Directors may direct; and he shall, in general, perform all the duties incident to the office of Secretary of a corporation organized under New Jersey Law. The Secretary shall also perform the duties aforesaid for any committees as the Board of Directors or the President may so direct.

Section 7. Treasurer: The Treasurer shall have the responsibility for Association funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements and for the preparation of all required financial data. He shall be responsible for the deposit of all monies and other valuable effects in the name of the Association in such depositories

as may from time to time be designated by the Board of Directors and he shall generally perform all duties incident to the office of Treasurer of a corporation under New Jersey Law. He shall render to the President and to the Board of Directors at the regular meetings of the Board of Directors whenever either the President or the Board of Directors shall require, a full account of his transactions as Treasurer and a full account of the financial condition of the Association.

Section 8. Compensation of Officers: No officers shall receive any compensation from the Association for acting as such.

Section 9. Agreements, Contracts, Deeds, Checks, etc.: All agreements, contracts, deeds, leases, checks and other instruments of the Association shall be executed by any two officers of the Association or by such other person or persons as may be designated by the Board of Directors.

Section 10. Indemnification of Officers: Each officer, his heirs, administrators and executors shall be indemnified and held harmless by the Association against any losses, expenses and counsel fees reasonably incurred in connection with any action or proceeding in which said officer, his heirs, administrators and executors are made a party by reason of such office. Provided, however, that should such officer be adjudged in such action to have been guilty of gross negligence or willful misconduct, the aforesaid indemnity shall not apply. In the event of a settlement, such officer shall be indemnified only as to such matters covered by the settlement which the Association is advised by its counsel is not the result of such gross negligence or willful misconduct of such officer. The aforesaid indemnification is intended to encompass the aforesaid acts of the officers as such to the extent herein provided and is not intended to be operative with respect to any duties, obligations or liabilities assumed by such officers as Unit Owners or Association members.

ARTICLE VI

Operation of the Property

Section 1. Determination and Establishment of Common Expenses: The Board of Directors shall from time to time, and at least annually, prepare a budget for the Condominium, determining the amount of Common Expenses payable by the Unit Owners and allocate and assess such Common Expenses among the Unit Owners according to their respective interest in the Common

Elements. The Common Expenses shall include among other things the cost of insurance premiums on all policies of insurance required to be or which have been obtained by the Board of Directors pursuant to the provisions of Section 2 of Article VI and the fees and disbursements of the Insurance Trustee, if any. The Common Expenses shall also include such amounts as the Board of Directors may deem proper for the operation and maintenance of the Property, including, but not limited to, an amount for working capital of the Association, for a general operating reserve, for a reserve fund for replacements, and to make up any deficit in the Common Expenses for any prior year. The Board of Directors shall advise all Unit Owners promptly, in writing, of the amount of Common Expenses payable by each of them respectively, as determined by the Board of Directors, as aforesaid, and shall furnish copies of each budget on which such Common Expenses are based to all Unit Owners. Anything in these By-Laws to the contrary notwithstanding, the Board of Directors shall not have the authority to incur any liability or expend any funds in behalf of the Unit Owners or the Association in respect of capital improvements proposed to be made (whether or not so designated on the books of the Association) in excess of \$5,000. in any fiscal year of the Association, without, in each instance the prior authorization of the Unit Owners by the affirmative vote of 75% of the shares cast on the question at a meeting of Unit Owners at which a quorum shall be present.

Section 2. Insurance:

A. The Board of Directors shall be required to obtain and maintain, to the extent obtainable, the following insurance upon the Common Elements and upon equipment and personal property owned by the Association. The policies so obtained shall be for the benefit and protection of the Association and the owners of the Apartment Units and their respective mortgagees as their interests may appear. If agreeable to the insurer, such policies shall include provisions that they be without contribution that improvements to Apartment Units made by Unit Owners shall not affect the valuation of the Property for the purposes of insurance and that the insurer waives its rights of subrogation as to any claims against Unit Owners, the Association and their respective employees, servants, agents and guests. The coverages shall be against the hereinafter enumerated perils and contingencies:

(1) Casualty:

The Buildings and all improvements upon the Property and all personal property included therein, except such personal property as may be owned by the Unit Owners shall be insured in

an amount equal to the maximum insurable replacement value thereof (exclusive of excavation, foundations and other construction components customarily excluded) as determined periodically by the insurance company affording such coverage. Such coverage shall afford protection against:

(a) Loss or damage by fire or other hazards covered in the standard extended coverage endorsements; and

(b) Such other risks as from time to time customarily shall be covered with respect to buildings similar in construction, location and use as the Building, including but not limited to vandalism, malicious mischief, windstorm and water damage.

(2) Comprehensive public liability and property damage in such amount and in such forms, as shall be required by the Association, including but not limiting the same to water damage, legal liability, hired automobiles, non-owned automobiles and off-premises employee coverages.

(3) Workmen's Compensation coverage to meet the requirements of law.

All liability insurance shall contain cross-liability endorsements to cover liabilities of the Association and the Unit Owners, as a group, to an individual owner.

Each Unit Owner shall have the right to obtain, insurance at his own expense, affording coverage upon his personal property, including betterments and improvements, and for his personal liability and as may be required by law, but all such insurance shall contain the same waiver of subrogation as that referred to hereinabove (if same is available).

B. All insurance policies maintained by the Association shall be for the benefit of the Association and the Unit Owners, and their mortgagees, as their respective interests may appear, and shall provide that all proceeds payable as a result of casualty losses shall be paid to the Association. The Association shall hold such proceeds for the benefit of the Association, the Unit Owners, and their respective mortgagees in the following manner:

(1) Common Elements

Proceeds on account of damages to Common Elements shall be held by the Association according to the respective shares of the Unit Owner, and their mortgagees, if any, to be used for repair, reconstruction or distribution as hereinafter set forth.

(2) Apartment Units

Proceeds on account of Apartment Units shall be held in the following undivided shares:

(a) Partial destruction when the Building is to be restored (or total destruction when a determination is made as hereinafter provided, to restore the Building) for the owners of damaged Apartment Units in proportion of the costs of repairing the damage suffered by each damaged Apartment Unit.

(b) Total destruction of the Building when the Building is not to be restored (or partial destruction when a determination is made, as hereinafter provided, not to restore the Building) for all Unit Owners, the share of each being that proportion which his share bears to the total of all shares.

In the event a mortgagee endorsement has been issued as to an Apartment Unit, the share of the Unit Owner shall be held for the mortgagee and the Unit Owner, as their interests may appear, but this shall not be construed so as to give any mortgagee the right to determine or participate in the determination of reconstruction or repair.

C. Proceeds of insurance policies received by the Association shall be distributed to or for the benefit of the Unit Owners having an interest therein, after paying or making provision for payment of the expenses of the Association in obtaining the proceeds in the following manner:

(1) Reconstruction or repair:

If the damaged property for which the proceeds were paid is to be repaired or reconstructed, the proceeds shall be paid to defray the cost thereof, as provided by the Master Deed, the proceeds to be applied first to the costs of repairing the Common Elements and the balance, to the Apartment Unit sustaining damage, in the relative properties, to apply in event of partial or total destruction of the Building as the case may be. Any proceeds remaining after defraying such costs shall be distributed by the Association to the particular Unit Owners for whose benefit the proceeds theretofore applied, all remittances to such Unit Owners and their mortgagees being payable jointly to them.

(2) Failure to Reconstruct or Repair

If it is determined that the damage for which the proceeds are paid shall not be reconstructed or repaired, then the Master Deed shall be terminated and the proceeds shall be distributed to all of the Unit Owners according to their shares, remittances to the Owners and their mortgagees being payable by the Association jointly to them.

Section 3. Damage by Fire or Other Casualty-Reconstruction: If all or any part of the Common Elements shall be damaged by casualty, the same shall be reconstructed or repaired, unless at a meeting of the members of the Association to be called prior to the commencement of such reconstruction or repair, Unit Owners who in the aggregate own 75% or more of the shares vote against such reconstruction or repair, the effect of which shall be to terminate the Master Deed. Any such reconstruction or repair shall be substantially in accordance with the plans and specifications. Notwithstanding destruction of an Apartment Unit and the resulting inability to occupy same, the owner of that Apartment Unit will remain liable for assessments for Common Expenses until such time as the Master Deed is terminated as aforesaid; in the event of the reconstruction of his Apartment Unit, liability for assessments will, of course, continue. Liability for real estate taxes will continue after termination of the Master Deed, the former Unit Owner thenceforward being responsible for his pro-rata share of the taxes assessed against the entire Property as an owner by tenancy in common with all other former Unit Owners thereof.

Encroachments upon or in favor of Apartment Units which may be created as a result of such reconstruction or repair shall not constitute a claim or basis of a proceeding or action by the Unit Owner upon whose property such encroachment exists, provided that such reconstruction was substantially in accordance with either the plans and specifications therefor or original construction of the Building. Such encroachments shall be allowed to continue to existence for so long as the Building stands.

If the damage is only to those parts of one Apartment Unit for which the responsibilities of maintenance and repair are those of the Unit Owner, then the Unit Owner shall be responsible for reconstruction and repair after casualty. In all other instances, the responsibility of reconstruction and repair after casualty shall be that of the Association, which shall obtain estimates of the costs of repair and shall, to the extent that the proceeds of insurance are not sufficient to defray the estimated cost of reconstruction and repair by the Association, assess all the Unit Owners in accordance with their shares, for such additional funds as may be required to complete the reconstruction and repair.

The funds for payment of cost of reconstruction and repair after casualty which shall consist of proceeds of insurance held by the Association and funds collected by the Association from assessments against Unit Owners shall constitute an account to be known as a Reconstruction and Repair Account, which shall be disbursed in payment of such costs in the following manner:

(a) To Unit Owner:

The portion of insurance proceeds representing

damage for which the responsibility of reconstruction and repair lies with the Unit Owner: to such contractors, suppliers and personnel as do the work or supply the materials and services required for such reconstruction or repair, in such amounts and at such times as the Unit Owner may direct, or if there is a mortgage endorsement, then to such payee as the Unit Owner and the mortgagee jointly direct. This shall not be construed so as to limit or modify the responsibility of the Unit Owner to make such reconstruction or repair.

(b) To Association in Event of Lesser Damage:

If the amount of the estimated costs of reconstruction and repair is less than the total of the annual assessments for Common Expenses made during the year in which the casualty occurred, then the Reconstruction and Repair Account shall be disbursed in payment of such costs upon the order of the Association; provided, however, that upon request of a mortgagee who is a beneficiary of an insurance policy, the proceeds of which are included in the Reconstruction and Repair Account such Account shall be disbursed in the manner hereafter provided for the reconstruction and repair of major damage.

(c) To Association in Event of Major Damage:

If the amount of the estimated costs of reconstruction and repair of the Building or other improvements are more than the total of the annual assessments for Common Expenses made during the year in which the casualty occurred, then the Reconstruction and Repair Account shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association and upon approval of an architect qualified to practice in the State of New Jersey and employed by the Association to supervise the work.

(d) Distribution of Surplus:

It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds; if there is a balance in the Reconstruction and Repair Account after payment of all costs of reconstruction and repair for which the Account is established, and after distribution of any remaining insurance proceeds as set forth above, such balance shall be distributed to all of the Unit Owners whose interests are reflected in such Account by reason of their having contributed thereto by way of payment of assessments therefor.

Section 4. Payment of Common Expenses:

A. All members shall be obligated to pay the Common Expenses assessed by the Board of Directors pursuant to the provisions of

Section 1 of ARTICLE VI of these By-Laws, which payment shall be made monthly on the first day of each month to the Association at the principal office of the Association or at such other places as may be designated by the Board of Directors. Each member of the Association, other than the Sponsor, shall in addition, be required to maintain with the Association a sum equal to 3/12th of the estimated annual assessment for his Apartment Unit as security against non-payment of future assessments. Said sum may be used by the Association for working capital. Unit Owners may be required to supplement said security from time to time by future payments in the event that the estimated annual assessment for future years is increased, or if the amount theretofore paid has been applied in whole or in part for working capital. The Sponsor shall not be required to make any such prepayment or security deposits.

B. The pro-rata contribution of each member toward the Common Expense which a member shall be obligated to pay shall be based upon the percentage or share of the member's interest in the Common Elements as the same is set forth in the Master Deed. No abandonment of the Apartment Unit owned by a member or a waiver of the use and enjoyment of any of the Common Elements or of the Additional Recreational Facilities shall exempt or excuse any member from his contribution toward the expenses aforesaid.

Section 5. Payment of Special Assessments: Special assessments, when levied by the Board of Directors, pursuant to these By-Laws, shall be paid by the members in such manner as may be determined by the Board of Directors; provided, however, that the pro-rata contribution of each member for such special assessment shall be in accordance with Section 4 of this ARTICLE.

Section 6. Default in Payment of Common Expenses and Assessments: All Common Expenses and Assessments chargeable to and payable by a member for his Apartment Unit shall constitute a lien against said Apartment Unit in favor of the Association without the necessity for the filing of any such lien or notice of lien with the office of the State, County or Municipal Official. The aforesaid lien shall be prior to all other liens except:

- (a) any similar liens by the Association for prior charges and assessments;
- (b) assessments, liens and charges for unpaid taxes due on said Apartment Unit;
- (c) permitted mortgages of records upon such Apartment Unit.

The lien aforesaid may be foreclosed in the same manner as real estate mortgages, and in the event of such foreclosure the Association shall, in addition to the amount due be entitled to

recover interest at the legal rate on such sum or sums due, together with the reasonable expenses of such action, including costs and attorney's fees. A suit by the Association against the delinquent member to recover a money judgement for the unpaid Common Expenses and assessments shall be maintainable without foreclosing or waiving the lien securing the same. Both the foregoing actions shall be maintainable upon the expiration of thirty (30) days after any Common Expense or assessment shall be due and payable. Failure to pay any installment of any of the Common Expenses and assessments when due, shall, at the option of the Board of Directors render the entire annual amount due and payable, as if no installment payment provisions were operative.

Section 7. Maintenance and Repair:

A. All maintenance, repairs and replacements to the "Common Elements", whether located inside or outside of the Apartment Units (unless necessitated by the negligence, misuse or neglect of a Unit Owner, his tenants, agents, guests, licensees or servants, in which case such expense shall be charged to such Unit Owner), and regardless of whether there is special benefit thereby to particular Unit Owners, shall be made by the Association and be charged to all members as a Common Expense.

B. All maintenance of any repairs to such portion of any Apartment Unit which does not comprise a part of the Common Elements, or any part or parts thereof belonging in whole or in part to other members, shall be made promptly and carefully by the member or members owning such Apartment Units at their own risk, cost and expense. Each member shall be liable for any damages, liabilities, costs or expenses including attorney's fees, caused by or arising out of his failure to promptly and/or carefully perform any such maintenance and repair work.

Section 8. Terraces: A terrace or balcony to which an Apartment Unit has sole access (Limited Common Element) shall be for the exclusive use of the Unit Owner of such Apartment Unit. Any such terrace or balcony shall be kept free and clean of snow, ice and any accumulation of water by the Unit Owner of such Apartment Unit who shall also make repairs thereto caused or created by his negligence, misuse or neglect. All other repairs in, to or with respect to such terrace or balcony shall be made by the Association.

Section 9. Restrictions on Use of Apartment Units: In order to provide for congenial occupancy of the Property and for the protection of the values of the Apartment Units the use of the Property (including the Association property) shall be restricted to and shall be in accordance with the following provisions:

(a) The Apartment Units shall be used as residences only.

(b) The Common Elements as well as the property and facilities of the Association shall be used only for the furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of Apartment Units and garage spaces and parking spaces.

(c) No nuisances shall be maintained by any Unit Owner, nor shall any use or practice be allowed by any owner which is a source of annoyance to, or which interferes with the peaceful possession or proper use of the Apartment Units or Common Elements by Unit Owners.

(d) No immoral, improper, offensive or unlawful use shall be made of any Apartment Unit or part thereof or of any of the Common Elements, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof shall be complied with, by and at the sole expense of the Unit Owners or the Association, whichever shall have the obligation to maintain or repair such portion.

(e) No portion of any Apartment Unit (other than the entire Apartment Unit) may be rented, and no transient tenants may be accommodated therein.

Section 10. Additions, Alterations or Modifications: No member shall make any structural additions, alterations, or improvements in or to his Apartment Unit (or elsewhere on the Property) without prior written consent thereto of the Board of Directors or impair any easement without the written consent of the Board of Directors or of the Unit Owner(s) for whose benefit such easement exists. The provisions of this Section shall not apply to Apartment Units owned by the Sponsor until such Apartment Units shall have been initially sold by the Sponsor and paid for.

Section 11. Use of Common Elements and Facilities:

(a) A Unit Owner shall not place or cause to be placed in the Common Elements, other than a terrace or balcony to which such Unit Owner has sole access, and other than the areas designated as storage areas, any furniture, packages or objects of any kind.

(b) Unit owners shall require their tradesmen to utilize exclusively the areas designated by the Association for transporting or delivering packages, merchandise

or any other objects which may affect the comfort or wellbeing of the Unit Owners, residents and guests.

Section 12. Right of Access: A Unit Owner shall grant a right of access to his Apartment Unit to the Association or any person authorized by the Association for the purpose of making inspections, or for the purpose of correcting any condition originating in his Apartment Unit and threatening any Apartment Unit or Common Element, or for the purpose of performing installations, alterations, or repairs to the mechanical or electrical services or other Common Elements in his Apartment Unit or elsewhere in the Property, or to correct any condition which violates the provisions of any mortgage covering another Apartment Unit, provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Unit Owner. In case of an emergency, such right of entry shall be immediate whether the Unit Owner is present at the time or not.

Section 13. Additions, Alterations or Improvements by Association: The Association shall have the right to make or cause to be made such alterations and improvements to the Common Elements (which do not adversely prejudice the right of any Unit Owner unless his written consent has been obtained) provided the making of such alterations and improvements if first authorized by the Board of Directors of the Association and approved by not less than a majority of the Unit Owners. The costs of such alterations and improvements shall be assessed as Common Expenses, unless in the judgment of not less than 70% of the Board of Directors, the same are exclusively or substantially exclusively for the benefit of the Unit Owners requesting the same in which case such requesting Owners shall be assessed therefor in such proportion as they approve jointly and failing such approval, in such proportions as may be determined by the Board of Directors.

Section 14. Rules of Conduct: Rules and regulations concerning the use of Apartment Units and the Common Elements may be promulgated and amended by the Association with the approval of a majority of the Unit Owners. Copies of such rules and regulations shall be furnished by the Association to each Unit Owner.

Section 15. Treatment of Surplus: In the event the Association shall have a surplus at the end of any fiscal year as established herein and after the establishment of reasonable reserve items, the Board of Directors of the Association shall allocate the surplus among the Apartment Units in accordance with the percentage of each Unit's respective ownership of the Common Elements as set forth in the Master Deed, and shall

apply said percentage allocation in reduction of the Common Expense charge for the ensuing year or years in the manner set forth in Section 1 of this Article.

ARTICLE VII

Sales, Leases and Mortgages of Apartment Units.

Section 1. In the event that a Unit Owner desires to sell, rent or lease his Apartment Unit, the Association shall have the option to purchase, rent or lease said Unit upon the same conditions as are offered by the Unit Owner to any third person. Any attempt to sell or rent or lease said Unit without prior offer to the Association shall be wholly null and void, and shall confer no title or interest whatsoever upon the intended purchaser, tenant or lessee.

Should the Unit Owner wish to sell, lease or rent his Apartment Unit, he shall, before accepting any offer to purchase, sell, lease or rent his Apartment Unit, deliver to the Board of Directors of the Association a written notice containing the terms of the offer he has received or which he wishes to accept, including a copy of the offer, the name and address of the person(s) to whom the proposed sale, lease or transfer is to be made, and such other information (to be requested within five (5) days from receipt of such notice) as may be required by the Board of Directors. Any lease or rental arrangement shall be for not less than one (1) year unless approved by the Board of Directors.

The Board of Directors, within ten (10) days after receiving such notice, and such supplemental information as is required by the Board of Directors, shall either consent to the transaction specified in said notice, or, by written notice to be delivered or mailed to the Unit Owner, designate the Association, or one or more persons who are then Unit Owners or any person(s) satisfactory to the Board of Directors, who is willing to purchase, lease or rent upon the same terms as those specified in the Unit Owner's notice. The stated designee of the Board of Directors shall have fourteen (14) days from the date of notice sent by the Board of Directors to make a bonding offer to buy, lease or rent upon the same terms specified in the Unit Owner's notice. Thereupon, the Unit Owner shall either accept such offer or withdraw and /or reject the offer specified in his notice to the Board of Directors. Failure of the Board of Directors to designate such person(s) within said ten (10) day period, or failure of such person or persons to make such an offer within said fourteen (14) day period, shall be deemed as a consent by the Board of Directors to the transaction specified in the Unit Owner's notice, and the

Unit Owner shall be free to make or accept the offer specified in his notice, and sell, lease or rent said Unit pursuant thereto to the prospective purchaser or tenant named therein within ninety (90) days after his notice was given. If the transaction is a sale and the sale is approved, either formally or by failure to purchase as herein permitted, by the Association, then such approval shall be set forth in an instrument executed by the Association in recordable form.

No subleasing or subrenting by a lessee of an Apartment Unit shall be permitted. The Board of Directors shall have the right to require that a uniform form of lease be used.

The foregoing provisions shall in no way be construed as affecting the rights of a permitted mortgagee and the preemptive rights hereinabove set forth shall remain subordinate to any such mortgage, and the provisions hereof shall not be applicable to purchasers at foreclosure or other judicial sales of permitted mortgages, to transfers to permitted mortgages, or to the Sponsor. After the time a permitted mortgagee or the Sponsor has sold such Apartment Unit, then the preemptive rights hereinabove set forth shall be applicable to the then Unit Owner.

The provisions set forth above shall not be applicable to the Sponsor and the Sponsor is irrevocably authorized, permitted and empowered to sell, lease or rent Apartment Units to any purchaser or lessee approved by it. The Sponsor shall have the right to transact any business on the property necessary to consummate the sales of the Apartment Units, including, but not limited to, the right to maintain models, having signs identifying the Property and advertising the sale of Apartment Units, maintaining employees in the offices, use the elevators and Common Elements, and to show Apartment Units for sale or lease.

A Unit Owner may make a gift of, devise or otherwise transfer his Apartment Unit, provided that the person acquiring the Apartment Unit by such gift or devise (or in any other manner except sale or lease) shall so notify the Association. If the transferee of the Apartment Unit is other than the surviving spouse, child, parent, sister or brother of the Unit Owner, the Association shall have the right, for a period of thirty (30) days, to procure a purchaser for such Apartment Unit, who shall pay therefor in cash the fair market value which, if disputed, shall be determined by arbitration with the findings thereof conclusive and binding on all parties; in the event of the failure of the Association to procure such purchaser, the person acquiring the Apartment Unit shall be deemed to have been approved by the Association.

In the event of any transfer of an Apartment Unit to a corporation, the approval of the corporation's ownership may be conditioned by requiring that all present or future occupants thereof shall also be first approved by the Association.

The foregoing provisions have been established in order to maintain a community of congenial residents in the Building and to assure the approval and responsibility of each Unit Owner to pay those obligations required to be paid by said Unit.

Section 2. Payment of Assessments: No Unit Owner shall be permitted to convey, mortgage, pledge, hypothecate, sell or lease his Apartment Unit unless and until he shall have paid in full to the Association all unpaid Common Expenses theretofore assessed by the Association against his Apartment Unit, and until he shall have satisfied all unpaid liens against such Apartment Unit. The acquiror of an Apartment Unit shall thereafter be liable for payment of any such charges to the Association, without prejudice to the right of the acquiror to recourse against the transferor for the amount paid by such acquiror. A permitted mortgagee who acquires title to a mortgaged Apartment Unit or a purchaser at a foreclosure sale shall not be liable and the Apartment Unit shall not be subject to a lien for Common Expenses assessed prior to the acquisition of title by such mortgagee or purchaser at a foreclosure sale. In the event of a foreclosure by the Association of a statutory lien on any Apartment Unit for unpaid Common Expenses and in the event the proceeds of the foreclosure sale shall not be sufficient for the payment of such unpaid Common Expenses the unpaid balance shall be charged to all Unit Owners as a Common Expense. The Association shall furnish a statement of amounts due it upon request from any acquiror, and the Association shall be limited in its recovery to the amounts set forth therein.

Section 3. Mortgage of Apartment Unit: Each Owner is entitled to mortgage his Apartment Unit provided that any such mortgage is made to a bank, trust company, insurance company, savings and loan association, pension fund or other institutional lender, or a purchase money mortgage made to the Sponsor (or seller) of an Apartment Unit.

ARTICLE VIII

Records

Section 1. Records and Audit: The Board of Directors shall keep detailed records of its actions, minutes of the

meetings of the Board of Directors, minutes of the meetings of the Unit Owners and financial records and books of account of the Association, including a chronological listing of receipts and expenditures as well as a separate account for each Apartment Unit which, among other things, shall contain the amount of each assessment of Common Expenses against such Apartment Units, the date when due, the amounts paid thereon and the balance remaining unpaid. An annual report of the receipts and expenditures of the Association certified by an independent certified public accountant shall be rendered by the Board of Directors to all Unit Owners and to all mortgagees of Apartment Units who have requested the same, promptly after the end of each fiscal year.

ARTICLE IX

Dissolution

Section 1. Procedure: The provisions of the then applicable laws of the State of New Jersey including the provisions of the New Jersey Condominium Act shall be followed should it be deemed advisable that the Association be dissolved, subject to the rights of any mortgagee or lienor with respect thereto.

Section 2. Ownership Upon Dissolution: In the event of dissolution, the Property shall thereupon be owned by all of the Unit Owners as tenants in common, each having an undivided percentage interest therein equal to his proportionate share of the Common Elements owned prior to termination. Each Unit Owner may be required to execute such deed and any other document or instrument which may be reasonably required to effect the sale of the Property by the Association following a decision to dissolve the Association.

ARTICLE X

Compliance with By-Laws and Master Deed

Section 1. Penalties: The within By-Laws, the rules and regulations adopted pursuant thereto, all future amendments hereof and thereof, and the covenants and restrictions in the Master Deed shall be strictly complied with by each Unit Owner. Failure to comply with any of the same shall entitle the Association to bring suit to recover monies due or for damages and/or injunctive relief or both against the offending Unit Owner. If suit has been instituted by the Association and the Unit Owner has been found by the Court to have committed the violation complained of, the Unit Owner shall reimburse the Association

for reasonable attorneys' fees and such other costs as shall be established by the Court. Nothing herein shall be deemed to preclude any Unit Owner from bringing an action for relief against another Unit Owner or Unit Owners for a violation which affects such aggrieved Unit Owner's occupancy.

ARTICLE XI

Miscellaneous

Section 1. Notices: All notices herein shall be sent by registered or certified mail to the Association, care of the Secretary, at the office of the Association, or to such other address as the Board of Directors may hereafter designate from time to time in writing to all Unit Owners and to all mortgagees of Apartment Units. All notices to any Unit Owner shall be sent by registered or certified mail to the address designated for his Apartment Unit, or to such other address as may have been designated by such Unit Owner from time to time in writing to the Association. All notices to mortgagees of Apartment Units shall be sent by registered or certified mail to their respective addresses as designated by them from time to time in writing to the Association. All notices shall be deemed to have been given when mailed except notices of change of address which shall be deemed to have been given when received.

Section 2. Invalidity: The invalidity of any part of these By-Laws shall not impair or affect in any manner the validity, or enforceability or effect of the balance of these By-Laws.

Section 3. Captions: The captions herein are inserted only as a matter of convenience or reference and in no way define, limit or describe the scope of the By-Laws of the intent of any provision thereof.

Section 4. Gender: The use of the masculine gender in these By-Laws shall be deemed to include the feminine gender, and the use of the singular shall be deemed to include the plural whenever the context so requires.

Section 5. Waiver: No restriction, condition, obligation or provision contained in these By-Laws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

ARTICLE XII

Amendments to By-Laws

Section 1. Amendments to By-Laws: Except as hereinafter provided otherwise, these By-Laws may be modified or amended by the affirmative vote of at least 75% of all shares of Unit Owners (whether or not present) at a meeting of Unit Owners duly held for such purpose. Modifications and amendments shall be recorded with the Office of the Register of Monmouth County in order for the same to be valid and operative. Insofar as rights are conferred upon the Sponsor by these By-Laws may not be amended or modified (as to those portions only) without the consent in writing of the Sponsor, so long as the Sponsor shall be the owner of one or more Apartment Units.

ARTICLE XIII

Conflicts

Section 1. Conflicts: In case any of these By-Laws conflict with the provisions of the Master Deed or the Condominium Act of the State of New Jersey the provisions of said Master Deed or the Condominium Act as the case may be, shall control.