

## RESOLUTION

WHEREAS, the Board of Directors of Channel Club Tower Association, Inc. learned that a fire occurred in Unit 706 on Wednesday, September 1, 1982 and that the smoke detector alarm system presently installed in Channel Club Tower did not function properly in response to said fire; and

WHEREAS, the Board of Directors of Channel Club Tower Association, Inc. has been notified by the State of New Jersey Department of Community Affairs that the present existing alarm system does not meet state codes and has been notified by that department that they will have to correct this situation within a sixty (60) day period of time from an Order to be issued by that department; and

WHEREAS, the Board of Directors of Channel Club Tower Association, Inc. feels that an enunciator system is absolutely necessary for the health, safety and welfare of the residents of Channel Club Tower; and

WHEREAS, the Board of Directors of Channel Club Tower Association, Inc. faced with this emergency situation held a meeting of the Board on Saturday, September 4, 1982 at which Ms. Blair, Ms. Mechanic, Ms. Rosenbloom, Mr. Edmonds, Mr. Heller and Mr. Barefoot were present and at which time Mr. Matlick, Mr. Malone and Mr. Reid were absent; and

WHEREAS, the Board of Directors of Channel Club Tower Association, Inc. faced with the emergency situation, the notice

of the fire and the inspection of the Department of Community Affairs deemed it imperative to take action to protect the health, safety and welfare of the residents of Channel Club Tower; and

WHEREAS, the Board of Directors of Channel Club Tower Association, Inc. has been informed that the inspection, renovation and repair of the fire alarm system with an enunciator capacity would cost the Association an amount of approximately \$60,000.00; and

WHEREAS, the Board of Directors of Channel Club Tower Association, Inc. faced with this extreme emergency wishes to take immediate action; and

WHEREAS, the By-Laws of the Association in Article IV(m) states in part "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 of the Common Elements to expend in excess of \$5,000.00, 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"; and

WHEREAS, the individuals present at the Board of Directors meeting did find that an extreme emergency existed; and

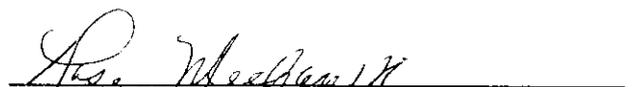
WHEREAS, all members of the Board of Directors were notified of said emergency meeting;

NOW THEREFORE, be it resolved that due to the extreme

emergency created by an improperly functioning alarm system as well as the fact that the alarm system did not meet state codes pursuant to an inspection by the Department of Community Affairs and in the interest of the health, safety and welfare of the residents of Channel Club Tower, the Board of Directors hereby declares that an extreme emergency exists and authorizes expenditure of the sum of not more than \$60,000.00 in order to accomplish the inspection, repair and/or renovation of the present alarm system and to purchase whatever equipment is necessary in order that the alarm system at Channel Club Tower will function in a proper manner, will be consistent with the state code of the State of New Jersey and will meet the health, safety and welfare requirements of the residents of Channel Club Tower.

We, the President and Secretary pro tempore of the Board of Directors of Channel Club Tower Association, Inc. do hereby indicate that the above resolution was passed and approved by the Board of Directors of Channel Club Tower Association at a special meeting called to discuss the extreme emergency on Saturday, September 4, 1982.

  
NORMA ROSENBLOOM, President

  
ROSE MECHANIC,  
Secretary pro tempore

**CHANNEL CLUB TOWER  
CONDOMINIUM ASSOCIATION, INC (“ASSOCIATION”)  
RESOLUTION NO. 2 RE: 28.6**

WHEREAS, N.J.S. 46:8B-14(k) [N.J.S. 45:22A-44(c)] requires the Association to provide a fair and efficient procedure for the resolution of housing related disputes between the Unit Owners and the Association, and between Unit Owners, as an alternative to litigation; and

WHEREAS, The Board of Trustees (hereinafter the “Board”) is given the authority in Article IV, Section 2 of the By-Laws for the Association to operate and manage the affairs of the Association, and to exercise all powers, duties and authority necessary for the proper conduct and administration of the affairs of the Association; and

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

WHEREAS, the Board of the Association desires to establish a Dispute Resolution Committee (the “Committee”) within the Association as a vehicle for recommending resolutions to problems arising out of the implementation of the Condominium Documents of the Association; and

WHEREAS, the Board has the power to enforce on its own behalf and on behalf of all Unit Owners, all of the restrictions and obligations set forth in the Condominium Documents including the regulation, appearance and use of the units and Common Elements and has the authority to notify Unit Owners of any violation of the Condominium Documents.

NOW, THEREFORE, BE IT

RESOLVED, that:

A. DISPUTE RESOLUTION COMMITTEE

1. There is hereby established a Channel Club Tower Association Dispute Resolution Committee.

2. Chair; Qualifications; Appointment; Term.

The Committee shall be headed and administered by a chair, who shall be a resident unit owner in the Association, not elected to the Board of Trustees. The chair shall be nominated by the President and approved by the Board of Trustees, and shall serve for a term of two years unless sooner removed either with or without cause, upon an affirmative vote of a two-thirds majority of the members of the Board of Trustees.

3. Committee Members; Qualification; Appointment; Term.

In addition to the chair, the Committee shall be comprised of four (4) members, all of whom shall be resident unit owners but not members of the Board of Trustees. In addition there shall be one (1) alternate member who is eligible to attend all meetings but may vote only in place of an absent member. The members shall be nominated by the President and approved by the Board of Trustees, and shall serve for a term of two (2) years unless sooner removed, either with or without cause, upon an affirmative vote of two-thirds majority of the members of the Board of Trustees.

4. Dispute Resolution Committee; Power; Authority and Jurisdiction.

The Committee under the supervision of the Board of Trustees shall have the full power, authority, and jurisdiction to:

(a) Receive complaints of any alleged violation of any of the provisions of the Master Deed, By-Laws, Amendments, or any Rules and Regulations adopted by the Board of Trustees.

(b) To request the parties involved in a complaint or dispute to appear before the Committee at a mutually convenient time and place to present their complaint or to defend against a complaint.

(c) Present its findings of fact to the Board of Trustees and to make recommendations as to the resolution of the problem(s).

(d) Recommend revisions to the Rules & Regulations for the purpose of clarifying the intent thereof.

5. Meetings.

(a) The Dispute Resolution Committee shall meet at the call of the chair, at such time and place as she/he shall appoint.

6. Notice

(a) After receiving a complaint or a notice of a violation, in writing, the Chair shall notify the party or parties involved of their right to respond to the allegations and to appear at a meeting to discuss the problem. Such meeting shall normally be held within two weeks of the delivery of notice to the parties. The notice shall be delivered by hand delivery or by certified mail, return receipt requested.

I hereby certify that the foregoing resolution  
was duly adopted at a regular meeting of the  
Board of Trustees of Channel Club Tower, held on

December 22, 1998  
Date

Edna E. Slosore  
Secretary

**RESOLUTION #3  
AMENDMENT #22G  
DOG OWNERSHIP POLICY**

**CHANNEL CLUB TOWER ASSOCIATION, INC.**

**WHEREAS**, Article IV, Board of Directors, Section 2., Powers and Duties, of the By-Laws of the Channel Club Tower Association, Inc., empowers the Board to:

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.

and

**WHEREAS**, that same section provides that the Board of Directors has the power to adopt and amend "rules and regulations covering the operation and use of the Property;" and

**WHEREAS**, Article VI, Operation of the Property, Section 9. (c), Restrictions on Use of Apartment Units of the By-Laws, provides that:

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.

and

**WHEREAS**, the keeping of dogs as pets by both Unit Owners and tenants has created annoyance to Unit Owners and has interfered with the Common Elements in that Unit Owners have failed to properly clean up after their pets both inside and outside of the Channel Club Tower Association, Inc.

**NOW, THEREFORE, BE IT RESOLVED** that the following Dog Ownership Policy be and hereby is adopted by the Board:

1. No Unit Owner, resident or tenant of the Channel Club Tower Association, Inc. may maintain a dog either in their apartment unit or on the Common Elements.
2. No visitor may bring a dog(s) onto the premises of the Channel Club Tower Association, Inc.
3. Any Unit Owner or resident who currently has a dog(s) residing with them in their Unit may continue to maintain the dog(s) during the lifetime of that pet or during the continued occupancy of the Unit by the owner or resident.
4. Failure to abide by this Resolution shall subject the Owner to any and all penalties enumerated in the By-Laws and Master Deed.

I certify that the foregoing is a true copy of a Resolution adopted by the Board of Directors of Channel Club Tower Association, Inc. on the date indicated below.

Edna E. Shober 4/14/98  
Secretary

IN WITNESS WHEREOF, the Channel Club Tower Association, Inc. has  
affixed its hand and seal, on the day and year indicated below.

ATTEST:

THE CHANNEL CLUB TOWER  
ASSOCIATION, INC.

Edna E Malone  
Secretary

By Joan Mullen  
President

STATE OF NEW JERSEY )  
COUNTY OF MONMOUTH

I certify that on APRIL 14, 1998 EDNA MALONE

personally came before me and this person acknowledged under oath, to my satisfaction, that:

- (a) This person is the Secretary of The Channel Club Tower Association, Inc.;
- (b) This person is the attesting witness to the signing of this document by the proper corporate officer who is JOAN MULLEN, the President of the Association;
- (c) This document was signed and delivered by the Association as its voluntary act duly authorized by a proper resolution of its Board of Directors;
- (d) This person knows the proper seal of the corporation which was affixed to this document; and
- (e) This person signed this proof to attest to the truth of these facts.

Edna E Malone  
Secretary

Subscribed and sworn to,  
before me, this 14 day  
of APRIL, 1998

Eileen S. Rise  
EILEEN S. RISE  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires April 29, 2001

ja.pld,chan-dre

**CHANNEL CLUB TOWER ASSOCIATION, INC.**

**RESOLUTION # 4**

**CONDUCTING BUSINESS AT BOARD MEETINGS  
THROUGH THE USE OF CONFERENCE CALLS**

**WHEREAS, ARTICLE IV, Board of Directors, Section 2, Powers and Duties, of the By-Laws of Channel Club Tower Association, Inc. empowers the Board to "... 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. . . ."; and**

**WHEREAS, that same section, subsection (c) provides that the Board has the power to adopt and amend "rules and regulations covering the operation and use of the Property"; and**

**WHEREAS, that same section, Section 10, Quorum of Board of Directors of the By-Laws, states in pertinent part:**

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;

and

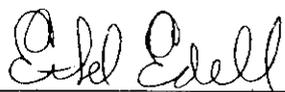
**WHEREAS, the word "present" is not defined in the governing documents. As such, it is unclear whether the Board member has to be physically in the room or whether the Board member can attend through a telephone conference call; and**

**WHEREAS**, the Board wishes to make it clear that "present" means both in person and by means of conference telephone or any means of communications by which all persons participating in the meeting are able to hear each other.

**NOW THEREFORE BE IT RESOLVED**, that the following be and hereby is adopted by the Board:

1. "Present," as it relates to Board meetings means present in person or by means of conference telephone or any means of communications by which all persons participating in the meeting are able to hear each other.
2. "Present" shall not mean "or by proxy" because the Board member would not be able to participate in the meeting.

I certify that the foregoing is a true copy of a Resolution adopted by the Board of Directors of Channel Club Tower Association, Inc. this 12 day of March, 2002.

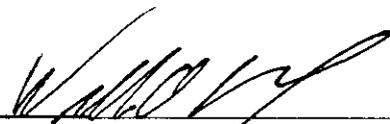
  
\_\_\_\_\_  
ETHEL EDELL, Secretary

**IN WITNESS WHEREOF**, Channel Club Tower Association, Inc. has affixed its hand and seal, the day and year indicated above.

ATTEST

CHANNEL CLUB TOWER ASSOCIATION, INC.

  
\_\_\_\_\_  
ETHEL EDELL, Secretary

By   
\_\_\_\_\_  
WILLIAM KENNEDY, President

**ACKNOWLEDGMENT**

STATE OF NEW JERSEY        )  
  )    ss:  
COUNTY OF MONMOUTH        )

I certify that on *March 12*, 2002, ETHEL EDELL, personally came before me and this person acknowledges under oath, to my satisfaction that:

(a) She is the Secretary of the CHANNEL CLUB TOWER ASSOCIATION, INC., the entity named in the within instrument;

(b) WILLIAM KENNEDY is the President of CHANNEL CLUB TOWER ASSOCIATION, INC. ;

(c) The execution, as well as the making of this instrument, has been duly authorized by the unit owners of CHANNEL CLUB TOWER ASSOCIATION, INC.;

(d) Deponent well knows the corporate seal of said corporation;

(e) The seal affixed to said instrument is such corporate seal and was thereto affixed; and

(f) Said instrument was signed and delivered by said President as and for the voluntary act and deed of CHANNEL CLUB TOWER ASSOCIATION, INC., in the presence of deponent, who thereupon subscribed his name thereto as attesting witness.

*Ethel Edell*  
\_\_\_\_\_  
ETHEL EDELL, Secretary

Sworn to and subscribed before me the date aforesaid.

*Glenn S. Rice*  
\_\_\_\_\_

**GLENN S. RICE**  
**NOTARY PUBLIC OF NEW JERSEY**  
**My Commission Expires April 22, 2006**

CHANNEL CLUB TOWER ASSOCIATION  
RESOLUTION #5

LEASING POLICY

WHEREAS, Article IV, Board of Directors, Section 2. Powers and Duties of the Association's By-Laws provides that the Board of Directors has 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. The Board of Directors also has the power specifically to adopt and amend rules and regulations covering the operation and use of the property; and

WHEREAS, Paragraph 18, Sale or Lease or Other Disposition of Units of the Master Deed of the Channel Club Tower Association also provides in pertinent part that, "Any lease or rental arrangement shall be for not less than (1) year unless approved by the Board of Directors"; and

WHEREAS, Paragraph 18, Sale or Lease or Other Disposition of Units of the Master Deed of the Channel Club Tower Association also provides in pertinent part, "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"; and

WHEREAS, Paragraph 18, Sale or Lease or Other Disposition of Units of the Master Deed of the Channel Club Tower Association also provides in pertinent part, "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"; and

WHEREAS, identical language is found in Article VII, Sales, Leases and Mortgages of Apartment Units of the Association's By-laws; and

WHEREAS, the Board has had an unwritten policy with regard to leasing of units in place since 1986; and

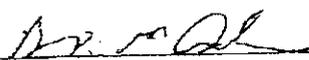
WHEREAS, it is important for the operation of the property and to clarify the language contained in the Master Deed and By-Laws with regard to leases that the Board of Trustees adopt a Resolution setting forth the proper administration of leasing at the Channel Club Tower Association.

NOW, THEREFORE, BE IT RESOLVED, that the Board hereby sets forth its leasing policy as follows:

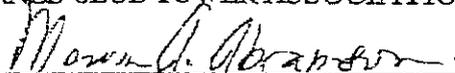
1. No unit may be leased for a period of less than one (1) year.
2. No individual, not named in the lease as lessee residing in said unit, may reside in the unit in lieu of the individual(s) named on the lease as resident(s).
3. Any lease or other arrangement in which an individual is permitted to reside in a unit for less than one (1) year shall be null and void.
4. No lease may be entered into by a corporation unless the individual or individuals actually living in the unit co-sign the lease and guarantee compliance with the Master Deed, By-Laws and all rules and regulations of the Channel Club Tower Association.
5. If during the tenancy, a tenant vacates before the conclusion of the one-year lease, no new lease may be entered into unless approved by the Board of Directors.
6. All leases must be presented to the Management prior to execution and must contain the Addendum attached hereto as Exhibit A.

IN WITNESS WHEREOF, Channel Club Tower Association has affixed its hand and seal, the 13 day of April, 2004.

ATTEST

  
\_\_\_\_\_  
Brian McAndrew, Secretary

CHANNEL CLUB TOWER ASSOCIATION

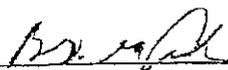
By   
\_\_\_\_\_  
Marvin A. Abramson, President

STATE OF NEW JERSEY )

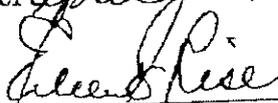
COUNTY OF *Monmouth*

I certify that on *April 13*, 2004, Brian McAndrew, personally came before me and this person acknowledged under oath, to my satisfaction, that:

- (a) This person is the secretary at Channel Club Tower Association
- (b) This person is the attesting witness to the signing of this document by the proper corporate officer who is Marvin A. Abramson, the President of the Association;
- (c) This document was signed and delivered by the Association as its voluntary act duly authorized by a proper resolution of its Board of Directors;
- (d) This person knows the proper seal of the corporation which was affixed to this document; and
- (e) This person signed this proof to attest to the truth of these facts.

  
\_\_\_\_\_  
Brian McAndrew, Secretary

Subscribed and sworn to  
before me, this *13* day  
of *April*, 2004.



**EILEEN S. RISE**

**EILEEN S. RISE**  
**NOTARY PUBLIC OF NEW JERSEY**  
**My Commission Expires April 29, 2006**

SCHEDULE A  
CHANNEL CLUB TOWER ASSOCIATION  
ADDENDUM TO UNIT LEASE

(date)

The Landlord and the Tenant have agreed to lease a Unit as Follows:

Landlord/Unit Owner

Tenants

_____	_____
_____	_____
_____	_____

Unit No.:

Unit Address:

Beginning \_\_\_\_\_, 20\_\_      Ending \_\_\_\_\_, 20\_\_

Lease Agreement dated: \_\_\_\_\_

\* \* \* \*

LANDLORD AND TENANT HEREBY FURTHER AGREE AS FOLLOWS:

1.    **Possession and Use.** The Landlord shall give possession of the Unit to the Tenant for the Term as stated above. The Tenant shall take possession of and use the Unit only as a private residence. Units shall not be rented or used by the Owners or Tenants thereof for transient or hotel purposes, which shall be defined as (a) rental for any period of less than one (1) year. No tenant may sublet a Unit for less than a one-year (1) term and no tenant may sublet the Unit without the execution of a new Addendum to Unit Lease. Only Tenants listed above may live in the Unit. The Tenant shall not use a Unit for any business or professional purpose. No Unit may be used for any unlawful purpose.

2.    **Survival.** If any provision of this Addendum is contrary to law, the rest of the Addendum shall remain in effect.

3.    **Binding effect.** This Addendum is binding on the Landlord and the Tenant and all parties who lawfully succeed to their rights or take their places. Landlord and Tenant

hereby recognize the Association's right but not duty to seek enforcement of the provisions of this Addendum.

4. **Full Agreement.** The parties have read this Addendum. It contains, together with the Lease, their full agreement. It may not be changed except in writing, signed by the Landlord and the Tenant, and approved in writing by the Association.

5. **Association Documents.** The Association Master Deed, By-Laws, Rules and Regulations and all Policies and Procedures adopted or promulgated by the Association, either prior or subsequent to the date hereof, are made part of this Lease and must be complied with by both Landlord and Tenant.

6. **Rules and Regulations.** Landlord and Tenant each acknowledge receipt of a copy of the Rules and Regulations. Each agrees to comply with all such Rules and Regulations, whether adopted prior or subsequent to the date hereof, and each further agrees to protect the common areas of the Association and not permit or commit waste thereon or damage thereto or use the common areas or his unit in a manner that would constitute a nuisance to other unit owners. Tenant acknowledges that any violation of the Rules and Regulations shall constitute a material default under the terms of this Lease.

7. **Parties Liability to Association and Association's Authority.** In the event the Tenant of the Unit fails to comply with the provisions of the Master Deed, the By-Laws or Rules and Regulations, then, in addition to all other remedies which it may have, the Association shall notify the Unit Owner/Landlord of such violation(s) and demand that the same be remedied through the Unit Owner/ Landlord's efforts within thirty (30) days after such notice. If such violation(s) is not remedied within said thirty (30) day period, then the Unit Owner/Landlord shall immediately thereafter, at his own cost and expense, institute and diligently prosecute an eviction action against the Tenant on account of such violation(s). Such action shall not be compromised or settled without the prior written consent of the Board. In the event the Unit Owner/Landlord fails to fulfill the foregoing obligation, then the Board shall have the right, but not the duty, to institute and prosecute such action as attorney-in-fact for the Unit Owner/Landlord and at the Unit Owner/Landlord's sole cost and expense,

including all legal fees incurred. Said costs and expenses shall be deemed to constitute a lien on the particular Unit involved, and collection thereof may be enforced by the Board in the same manner as the Board is entitled to enforce collection of Common Expenses. By acceptance of a deed to any Unit, each and every Unit Owner does thereby automatically and irrevocably name, constitute, appoint and confirm the Board as his attorney -in -fact for the purposes described herein.

8. **Joint Liability.** In all cases hereinabove set forth wherein Lessor and Lessees are liable, said liability shall be considered joint and several.

9. **Stand-By Assignment of Rents.** The Unit Owner/Landlord hereby assigns to the Association the rent payable to him by his Tenant as security for the performance of his obligations to pay assessments. In the event the Unit Owner/Landlord becomes delinquent in the payment of common expense assessments and upon notice and a failure to cure the delinquency, the Association can require the Tenant to pay rent directly to the Association. The Tenant hereby acknowledges the duty to pay rent directly to the Association after receiving the appropriate notice set forth in the Association's Rules and Regulations. The Association will apply any rent to the delinquency, and submit any excess back to the Unit Owner/Landlord.

10. **Addendum to Control.** In the event any provision of the Lease conflicts with any provision of this Addendum, the provisions of this Addendum shall control and supersede the conflicting Lease provision.

11. **Signatures.** The Landlord and Tenant agree to the terms of this Addendum to Lease by signing below. This Addendum and the accompanying Lease must be filed with the Association prior to the commencement of the Lease term.

\_\_\_\_\_  
Landlord

Date:

\_\_\_\_\_  
Landlord

Date:

\_\_\_\_\_  
Tenant

Date:

\_\_\_\_\_  
Tenant

Date:

**APPROVED BY ASSOCIATION**

Date:

Date:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
President

**RESOLUTION #5A  
OF THE BOARD OF DIRECTORS OF  
CHANNEL CLUB TOWER ASSOCIATION, INC.  
Dated: February 10, 2004**

A Regular Monthly Meeting of the Board of Directors (the "Board") of the Channel Club Tower Association, Inc., a New Jersey non-profit corporation (the "Company/Association") was held on February 10, 2004, at 8 p.m., at the offices of the company in Monmouth Beach, New Jersey.

The following members of the Board were present and participated in the meeting:

**Norma Rosenbloom, Vice President  
Gray Sensenich, Treasurer  
Brian McAndrew, Secretary  
Ethel Edell  
Matthew Gaeta  
Ralph Massa  
Harold Seldin  
Lou Wolf**

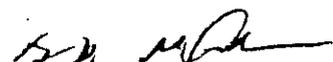
The Vice-President stated the order of business for the Board to consider was, if the Company should enter into a Lease Agreement with Sprint LP ("Lessee") for the purpose of the Lessee to construct, maintain and operate a "Cell Site" on 378 square feet of rooftop building, located on the property of the Company at One Channel Club Drive, Monmouth Beach, New Jersey. The lease term will be for five (5) years, with four (4) additional, five (5) year renewals. The starting rent to be paid by Lessee to the Company is \$1,995.00/month. Rent shall be increased each year by an amount equal to 3% of the Rent for the previous year. After discussion, upon motion duly made, seconded and carried by unanimous vote, the following resolution was adopted:

**RESOLVED, the Association may enter into a Lease Agreement with Sprint Spectrum, a Delaware Limited Partnership for the property and terms, as herein described.**

The next business for the Board to consider was, to authorize Norma Rosenbloom, Vice-President, to act as the Agent for the Association, thereby authorizing her to act in any capacity for the Company. After discussion, upon motion duly made, seconded and carried by unanimous vote, the following resolution was adopted:

**RESOLVED, the Board ratifies the action of VP Norma Rosenbloom to execute the Lease Agreement on behalf of the Association.**

By:   
Norma Rosenbloom, Vice President

By:   
Brian McAndrew, Secretary

**CHANNEL CLUB TOWER ASSOCIATION**  
**RESOLUTION # 6**

**REGARDING THE DEMOLITION OF THE CURRENT PARKING GARAGE, THE**  
**CONSTRUCTION OF A NEW PARKING GARAGE AND**  
**THE FINANCING OF THE GARAGE DEMOLITION AND CONSTRUCTION**

**WHEREAS**, Article IV of the Association's By-Laws provides in pertinent part that the Board of Directors has the following powers and duties:

- (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.

**WHEREAS**, because the parking garage is a Common Element, the Association's Board of Directors has the authority to demolish it and construct a new garage; and

**WHEREAS**, Article IV, sub-section (h) of the Association's By-Laws authorizes the the Board of Directors of the Association to hire professional engineers and other professionals to assist in the demolition and construction of the Association's parking garage; and

**WHEREAS**, the Board of Directors has determined that the condition of the parking garage constitutes an extreme emergency; and

**WHEREAS**, paragraph 5 of the Association's Master Deed provides in pertinent part:

Each Unit Owner shall be required to pay his proportionate share of the expenses of maintenance, repair, replacement, administration and operation of the Common Elements, which expenses are hereinafter referred to collectively as "Common Expenses". Such proportionate share shall be the same as the proportionate, undivided interest of the Unit Owner in the Common Elements as set forth in Exhibit C hereof;

and

**WHEREAS**, Article VI, Operation of the Property, Section 1 of the Association's By-

Laws provides that:

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;

and

**WHEREAS**, there are insufficient reserve funds allocated for the demolition and construction of the garage; and

**WHEREAS**, the amount budgeted for repairs is insufficient to cover the costs of the demolition and construction of the garage.

**NOW, THEREFORE, BE IT RESOLVED**, that the Association's Board of Directors hereby declares:

1. That the Board of Directors of the Association is authorized to hire a professional engineer and other professionals to assist in the demolition and construction of the Association's parking garage.
2. In order to finance the garage project, the Board of Directors of the Association shall pursue a bank loan authorizing the financing of the demolition and construction of the Association's parking garage.
3. The amount of any loan to the Association for the construction of the parking garage shall be included as a line item in the budget for all future years beginning in the fiscal year 2005 - 2006, until the full amount of the loan is paid off.
4. Each unit owner shall pay their respective share of the cost of the garage demolition and construction.

5. Each unit owner shall be given a one time option prior to the execution of the loan to prepay their fair share or to pay by coupon as a part of their monthly maintenance fee (cost separated) until the Association debt is satisfied.

IN WITNESS WHEREOF, Channel Club Tower Association has affixed its hand and seal, the 12 day of October, 2004.

ATTEST

CHANNEL CLUB TOWER ASSOCIATION

Joan Mullen  
Joan Mullen, Secretary

By Brian McAndrew  
Brian McAndrew, President

STATE OF NEW JERSEY )  
COUNTY OF MONMOUTH

I certify that on October 12, 2004, Joan Mullen, personally came before me and this person acknowledged under oath, to my satisfaction, that:

- (a) This person is the secretary at Channel Club Tower Association
- (b) This person is the attesting witness to the signing of this document by the proper corporate officer who is Brian McAndrew, the President of the Association;
- (c) This document was signed and delivered by the Association as its voluntary act duly authorized by a proper resolution of its Board of Directors;
- (d) This person knows the proper seal of the corporation which was affixed to this document; and
- (e) This person signed this proof to attest to the truth of these facts.

Joan Mullen  
Joan Mullen, Secretary

Subscribed and sworn to  
before me, this 12 day  
of October, 2004.

Eileen S. Rise

EILEEN S. RISE  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires April 30, 2008

**CHANNEL CLUB TOWER ASSOCIATION**  
**RESOLUTION**

**DECLARING THE CONDITION OF THE PARKING GARAGE**  
**AN EXTREME EMERGENCY**

**WHEREAS**, Article IV of the Association's By-Laws provides in pertinent part that the Board of Directors has the following powers and duties:

- (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.  
...
- (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;

and

**WHEREAS**, Article IV of the Association's By-Laws also provides that in the case of extreme emergency, the Board of Directors may, without the consent of the Unit Owners holding a majority of the shares in the Common Elements, 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, aforesaid budget for that year; and

**WHEREAS**, the Association's Board of Directors has information from an engineering firm regarding the parking garage which indicates that the garage's two elevated levels are unsafe. In particular, the report states:

... the ends of the steel floor joists, referred to as joist shoes, have completely failed at a significant number of joists throughout the First Level to warrant this level being closed to both vehicular and pedestrian traffic. ... the Roof Level should also be closed because it can only be accessed from the First Level, which is now unsafe.

**WHEREAS**, the condition of the Association's parking garage is dangerous to the public and to its homeowners; and

**WHEREAS**, the Board of Directors of the Association has determined that the closing of the Association's parking garage is necessary for the safety and welfare of the public and to its homeowners; and

**WHEREAS**, the Board of Directors of the Association has determined that the parking garage must be demolished and a new garage must be constructed.

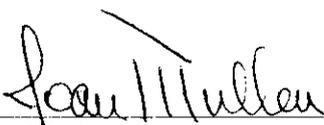
**NOW, THEREFORE, BE IT RESOLVED**, that the Association's Board of Directors hereby determines:

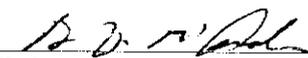
1. It is declared that the condition of the existing parking garage constitutes an extreme emergency.
2. Effective September 20, 2004, the two elevated levels of the parking garage shall be closed and shall remain closed until the demolition of the current parking garage and the construction of a new parking garage are completed.

**IN WITNESS WHEREOF**, Channel Club Tower Association has affixed its hand and seal, the *12* day of *October*, 2004.

ATTEST

CHANNEL CLUB TOWER ASSOCIATION

  
\_\_\_\_\_  
Joan Mullen, Secretary

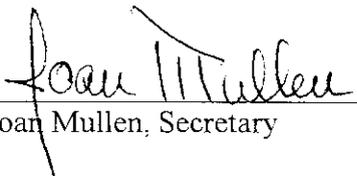
By   
\_\_\_\_\_  
Brian McAndrew, President

STATE OF NEW JERSEY )

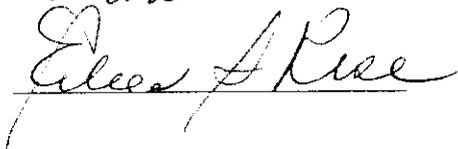
COUNTY OF *MONMOUTH*)

I certify that on *October 12*, 2004, Joan Mullen, personally came before me and this person acknowledged under oath, to my satisfaction, that:

- (a) This person is the secretary at Channel Club Tower Association
- (b) This person is the attesting witness to the signing of this document by the proper corporate officer who is Brian McAndrew, the President of the Association;
- (c) This document was signed and delivered by the Association as its voluntary act duly authorized by a proper resolution of its Board of Directors;
- (d) This person knows the proper seal of the corporation which was affixed to this document; and
- (e) This person signed this proof to attest to the truth of these facts.

  
Joan Mullen, Secretary

Subscribed and sworn to  
before me, this *12* day  
of *October*, 2004.



**EILEEN S. RISE**  
**NOTARY PUBLIC OF NEW JERSEY**  
My Commission Expires April 29, 2008

**MINUTES OF MEETING  
OF THE BOARD OF DIRECTORS OF  
CHANNEL CLUB TOWER ASSOCIATION, INC.**

**Dated June 12, 2008**

6B

A Regular Monthly Meeting of the Board of Directors (the "Board") of the Channel Club Tower Association, Inc., a New Jersey non-profit corporation (the "Company") was held on June 12th, 2008, at 8 p.m., at the offices of the company in Monmouth Beach, New Jersey.

The following members of the Board were present and participated in the meeting:

Brian McAndrew, Chairman/President

Douglas Raynor, Vice President

William Kennedy, Treasurer

Carol Ciambrone, Secretary

Marvin Abramson, Member

Beth Morris, Member

Werner Fuerbacher, Member

Gray Sensenich, Member

The President stated the first order of business for the Board to consider was, if the Company should enter into a Lease Agreement with MetroPCS New York LLC ("Lessee") for the purpose of the Lessee to construct, maintain and operate a "Cell Site" on one hundred sixty (160) square feet of land/rooftop, located on the property of the Company at One Channel Club Drive, Monmouth Beach, New Jersey. The lease term will be for five (5) years, with four (4) additional, five (5) year renewals. The starting rent to be paid by Lessee to the Company is \$2,000.00/month. Rent shall be increased each year by an amount equal to 3% of the Rent for the previous year. After discussion, upon motion duly made, seconded and carried by unanimous vote, the following resolution was adopted:

RESOLVED, the Company may enter into a Lease Agreement with MetroPCS New York, LLC for the property and terms, as herein described.

The President stated that the next business for the Board to consider was, to authorize Brian McAndrew, President, to act as the Agent for the Company, thereby authorizing him to act in any capacity for the Company. After discussion, upon motion duly made, seconded and carried by unanimous vote, the following resolution was adopted:

RESOLVED, the Board ratifies the action of Brian McAndrew taken on April 11, 2008, to execute the Lease Agreement on behalf of the Company.

There being no further business to come before the meeting, upon motion duly made, seconded and unanimously carried.

By:



Carol Ciambrone, Secretary

By:



Brian McAndrew, President



Channel Club Tower Association, Inc.

One Channel Drive  
Monmouth Beach NJ 07750

**Channel Club Tower Association**

**1 Channel Drive, Monmouth Beach, NJ**

**Resolution #7**

**Subject: Code of Ethics – Channel Club Tower  
Association Board of Directors**

**WHEREAS**, the Channel Club Tower Association Board of Directors, Officers and Powers and Duties are established in the Association By-Laws Articles IV and V and:

**WHEREAS**, the Board of Directors wishes to adopt a Code of Ethics, Conflict of Interest and Director Responsibilities contained in Attachment 1 to identify mandatory tenets to which each director shall adhere and:

**WHEREAS**, each director will signify their compliance with the Code of Ethics, Conflict of Interest and Director Responsibilities via signature on Attachment 1 at the beginning of each Board term, or on appointment if mid-term.

**BE IT RESOLVED** that the Channel Club Tower Association Board of Directors supports the adoption of this resolution, and Attachment 1 as may be amended by future boards, for all current and future boards of directors.

**Approved March 11, 2010**

**Sworn to and subscribed before me  
The date aforesaid.**

  
\_\_\_\_\_  
3/11/2010

EILEEN S. RISE  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires April 29, 2011



# Channel Club Tower Association, Inc.

One Channel Drive  
Monmouth Beach NJ 07750

## Attachment 1

### Channel Club Tower Association Board of Directors Code of Ethics, Conflict of Interest and Director Responsibility

The Code of Ethics and Director Responsibility contained in this document is presented for the purpose of:

1. Defining standards of ethics and scope of director responsibilities for members of the Channel Club Tower Association Board of Directors;
2. Serving as a guide for all Board member actions and;
3. Securing formal individual member acceptance of the code's standards and scope.

#### **Board members will adhere to the following standards:**

Protect the privacy of the Unit Owners, Board of Directors, Employees and CCT Contractors;

No Board member shall use his/her position as a Board member for private gain; and in issues where a potential conflict of interest will recuse themselves from discussion in public or private sessions and abstain from votes on such issues;

No Board member shall receive any compensation or special treatment for serving on the Board;

No Board member will seek to have a contract implemented that is not duly approved by the Board, nor shall he/she interfere with a contractor when work is in progress;

No Board member(s) on their own shall attempt to resolve issues that fall under the purview of CCT Management. It is the responsibility of Management to engage the Board if required. Management reports to the board President and receives direction from the Board through the President. This ensures the proper separation of Management and Board functions;

Conduct at Board meetings – workshop and open - will be professional at all times.

No Board member will disclose any information discussed and/or decided, during Board workshop meetings. Information to be released to Unit Owners shall be done so by the Board President, Building Manager or at the public portion of an Association meeting.

**I agree to adhere to the standards of the code as defined above.**

Carol Cambrose Date 3-11-2010  
Carol Cambrose, Secretary

EILEEN S. RISE  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires April 29, 2011

Eileen S. Rise  
3/11/2010



CHANNEL CLUB TOWER ASSOCIATION  
RESOLUTION #8

PAYMENT OF MAINTENANCE FEES AND  
SUSPENSION OF RIGHTS AND PRIVILEGES

Channel Club Tower Association, a New Jersey non-profit corporation, having its principal offices at One Channel Drive, Monmouth Beach, New Jersey 07750, located in the Borough of Monmouth Beach, Monmouth County, New Jersey, hereinafter referred to as the "Association" hereby replaces any previously recorded Resolutions regarding the suspension of rights and privileges of the Channel Club Tower Association and adds this Resolution to its Master Deed dated December 31, 1973, of which the By-Laws was a part, and which was recorded in the Monmouth County Clerk's Office in Deed Book 3868 at page 667, et seq. and a Confirmatory Master Deed dated February 21, 1975 and recorded March 5, 1975 in Deed Book 3917 at page 306, et seq. and further amended and recorded in Deed Book 3982, page 776; Deed Book 4305, pages 797 - 787 and Deed Book 5129, pages 0302, et seq.

Prepared by:

  
\_\_\_\_\_  
JAMES A. SCHRAGGER, ESQUIRE

RECORD AND RETURN TO:

James A. Schragger, Esquire  
Schragger, Schragger & Lavine, P.C.  
The Atrium at Lawrence, Second Floor  
133 Franklin Corner Road  
Lawrenceville, New Jersey 08648

RR

CLAIRE FRENCH, CTY CLK  
MONMOUTH COUNTY, NJ  
INSTRUMENT NUMBER  
1012085133  
RECORDED ON  
9 13 2012  
5:36:11 PM  
OK:OR-8964  
PAGE:6782  
Total Pages: 6  
ITY RECORDING \$90.00  
L PAID \$90.00

**CHANNEL CLUB TOWER ASSOCIATION**  
**RESOLUTION #8**

**PAYMENT OF MAINTENANCE EFES AND**  
**SUSPENSION OF RIGHTS AND PRIVILEGES**

**WHEREAS**, Article IV, Board of Directors, Section 2. Powers and Duties of the Association's By-Laws provides that the Board of Directors has 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. The Board of Directors also has the power specifically to adopt and amend rules and regulations covering the operation and use of the property; and

**WHEREAS**, Section 4 of the Master Deed provides that the rights of the unit owner and the members of the immediate family and guests and other authorized occupants and visitors of the owner are subject to and governed by the provisions of the Act, this Master Deed and by the By-Laws and rules and regulations of the Association; and

**WHEREAS**, Article II, Section 2. of the Association's By-Laws states that all present and future owners, mortgagees, lessees and occupants of apartment units and their employees, and any other person who may use the facilities of the property in any manner are subject to the Association's By-Laws, the rules and regulations of the Association and the Master Deed; and

**WHEREAS**, Article IV, Section 2. (m) of the Association's By-Laws states that the common expenses shall be paid to the Association by the unit owners in twelve (12) equal monthly installments on the 1<sup>st</sup> 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; and

**WHEREAS**, Article III, Section 9 of the Association's By-Laws provides that a unit owner shall be deemed in "good standing" if the unit owner shall have fully paid all then due assessments and charges as permitted by the By-Laws, levied against her/his unit; and

**WHEREAS**, prompt and timely payment and collection of assessments due from each unit owner is essential for the proper operation of the Association; and

**WHEREAS**, repeated and excessive delinquencies in payment of assessments cause the Association to incur significant trouble and expense in pursuing collection of the delinquent assessments and create an inequity by forcing other unit owners to subsidize the expenses related to maintaining, repairing and operating the common elements of the Association; and

**WHEREAS**, delinquent unit owners create a burden for the association in meeting its fiscal requirements. Major repair and replacement projects may be delayed if revenues do not meet the budget expectations and ultimately increase the cost for such projects when they are finally undertaken after such delays; and

**WHEREAS**, it is important for the operation of the property to clarify the language contained in the Master Deed and By-Laws with regard to suspension of rights and privileges of unit owners who are not in "good standing."

**NOW, THEREFORE, BE IT RESOLVED**, that the Board hereby sets forth its policy for suspension of rights and privileges as follows:

1. If a unit owner has not fully paid all then due assessments and charges as permitted by the By-Laws, levied against her/his unit and/or if the unit owner is in violation of the governing documents of the Association including the

Association's rules and regulations, the unit owner will be considered not to be in "good standing."

2. Unit owners not in "good standing" should not get a say in association business nor should they enjoy the privileges other members have paid for until they contribute their share of the expenses and their account is brought current or cure the offending violation.
3. Effective immediately, unit owners not in "good standing" will have their membership privileges suspended and will not be permitted to use the Association's common elements.
4. Household members, tenants, and occupants of the unit and any other person who live at the property address will also lose such privileges until the unit owner's account is brought current or if the violation is cured.
5. Suspension of privileges for unit owners not in "good standing", their family members, guests and tenants shall include voting privileges; use of the recreational facilities (pool, gym, tennis courts and other recreational amenities); use of social room and valet parking.
6. The Association is to notify the offending unit owner if there is a violation of the Association's governing documents or if she/he has not fully paid all then due assessments and charges as permitted by the Association's governing documents. Said letter will inform the unit owner that her/his privileges will be suspended if payment is not made to bring her/his account current or if the violation is not cured by a certain date.

7. Upon payment of delinquent amounts and/or if the violation of the Association's governing documents and/or rules and regulations is cured, the rights and privileges of the unit owner shall be immediately and automatically restored.
8. The Association shall not suspend elevator service.
9. Board meeting attendance shall not be suspended.

The policy established in this Resolution shall become effective immediately.

I certify that the foregoing is a true copy of a Resolution adopted by the Board of Directors of Channel Club Tower Association on the date indicated below.

*Carol Ciambrone*  
CAROL CIAMBRONE, Secretary

IN WITNESS WHEREOF, Channel Club Tower Association has affixed its hand and seal, the 27 day of July, 2012.

ATTEST

CHANNEL CLUB TOWER ASSOCIATION

*Carol Ciambrone*  
CAROL CIAMBRONE, Secretary

By

*William Kennedy*  
WILLIAM KENNEDY, President

STATE OF NEW JERSEY )

COUNTY OF *Monmouth*

I certify that on *July 27*, 2012, CAROL CIAMBRONE,  
personally came before me and this person acknowledged under oath, to my satisfaction, that:

- (a) This person is the secretary at Channel Club Tower Association
- (b) This person is the attesting witness to the signing of this document by the proper corporate officer who is WILLIAM KENNEDY, the President of the Association;
- (c) This document was signed and delivered by the Association as its voluntary act duly authorized by a proper resolution of its Board of Directors;
- (d) This person knows the proper seal of the corporation which was affixed to this document; and
- (e) This person signed this proof to attest to the truth of these facts.

*Carol Ciambone*  
CAROL CIAMBRONE, Secretary

Subscribed and sworn to  
before me, this *27* day  
of *July*, 2012

*Glenn A. Rise*  
*Notary Public*  
*expires April 29, 2016*