

AMENDED EXHIBIT "E"

Sect 15-41 Hall 930

BY-LAWS OF  
CANTERBURY MEWS CONDOMINIUM ASSOCIATION, INC.

## ARTICLE I

APPLICABILITY, MEMBERS, MEMBERSHIP  
AND DEFINITIONS

1. These are the By-Laws of Canterbury Mews Condominium ASSOCIATION, INC. (hereinafter called the "ASSOCIATION"), non-profit corporation of the State of New Jersey. The administration and management of the Condominium and the Condominium Property and the actions of the Association and the members thereof shall be governed by these By-Laws.
2. All present and future Unit Owners, tenants, future tenant their licensees, invitees, servants, agents, employees and any other person or persons who shall be permitted to use the Condominium Property of the Condominium, shall be subject to these By-Laws and to the Rules and Regulations issued by the Association to govern the conduct of its member. Acquisition, rental or occupancy of any of the Units in the Condominium shall be conclusively deemed to mean that the Unit Owner, tenant or occupant has accepted and ratified these By-Laws and the Rules and Regulations of the Association and will comply with them.
3. As used throughout these By-Laws, the term "Member" means a Unit Owner of a Unit in the Condominium. Other terms used herein shall have the same meanings set forth in the Master Deed.
4. Membership in the Association shall be limited to the Unit Owners of Units in the Condominium provided that whenever title to a Unit is vested in two (2) or more persons, such co-owners shall be entitled jointly to only one vote in their particular Unit, pursuant to Article III (8) of the By-Laws.

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

If a Unit is owned by more than one (1) individual or owned by a corporation or partnership, or if a Unit is under lease, then the individual entitled to cast the vote for the Unit shall be the individual named in the certificate given pursuant to paragraph 7 of the Master Deed (said individual being in these By-Laws called the "Voting Representative").

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

In the determination of the record data for the purpose of voting, the ownership of the Unit upon the membership list of the Association shall control.

The Trustees shall have power to close the membership list for ten (10) days preceeding any special or annual meeting of the Unit Owners.

5. All voting by the Board of Trustees, Unit Owners and the Association shall be by secret ballot.

## ARTICLE II

### PRINCIPAL OFFICE

1. The principal office of the Association shall maintain an office, care of Washington Bridge Associates, L.P., a New Jersey Limited Partnership, 1010 Laurel Oak Corporate Center, Suite 410, Voorhees, New Jersey 08043, as Sponsor is a member of the Board of Trustees, thereafter the principal office of the Association may be located at such other suitable and convenient place or places as shall be permitted by law and designated by the Trustees.

## ARTICLE III

## MEETINGS OF MEMBERS: VOTING

1. All annual and special meetings of the Members of the Association shall be held at the principal office of the Association or at such other suitable and convenient place as may be permitted by law and from time to time fixed by the Trustees and designated in the notices of such meetings.
2. Subject to Paragraph 11(c) of the Master Deed, the first annual meeting of the members of the Association shall be held at 7:30 p.m. on January 2, 1989. Subsequent annual meetings shall be held at 7:30 p.m. on the first Monday of each year, if not a legal holiday, or if that day be a legal holiday, then on the next business day following at the same hour, at which time the Unit Owners shall elect the Board of Trustees in accordance with these By-Laws. The Unit Owners or their Voting Representatives may also transact such other business as may properly come before the annual meeting.
3. With regard to paragraph 11(c) of the Master Deed, special meetings shall be called by the Sponsor to effectuate the transfer of control of the Association as provided within the time periods described in paragraph 11(c) of the Master Deed.
4. Special Meetings of the Members may be called by the President, Vice-President, Secretary, or by a majority of the Trustees and must be called by such officers upon receipt of a written request from the Unit Owners owning six (6) or more Units. Said Special meeting shall be confined to the reasons for same as contained in the written Notice.
5. For the purpose of determining the Unit Owners entitled to notice of any meeting of the Members, or any adjournment thereof, or for the purpose of any other action, the Trustees shall fix in advance a date as the record date 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 deemed to be the tenth day before the date of the meeting.
6. Notice and agenda of meetings of the Members of the Association shall be in writing. Notice and agenda of the meeting 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 and

agenda shall be mailed or delivered not less than five (5) more than twenty (20) days prior to the date of the meeting. Notice of all meetings at which disposition is to be made of assets, or the granting of rights or easements in the Condominium Property must also be given to the holders of the first mortgages on the Units.

7. Notice and agenda of meetings need not be given to any Unit Owner who personally, or by his Voting Representative signs a waiver of notice, whether before or after the meeting. The attendance at a meeting of any Unit Owner or his Voting Representative, without protesting prior to the conclusion of the meeting the lack of proper notice of such meeting shall constitute a waiver of notice of the meeting by him.
8. A quorum at meetings of the Unit Owners shall consist of Unit Owners or their Voting representatives holding sixty (60) percent of the total outstanding votes of the Association. The subsequent joinder of a Unit Owner or his Voting Representative in the action taken at a meeting and acknowledgment of said action in the minutes thereof shall constitute the presence of such person for the purpose of determining a quorum. When a quorum is once present to organize the meeting it cannot be broken by the subsequent withdrawal of a Unit Owner or Unit Owners or his or their Voting Representatives. The Unit Owners or their Voting Representatives present may adjourn the meeting despite the absence of a quorum. In the event of any such adjourned meeting, no further notice of the adjourned meeting need be given to any of the Members.
9. The voting rights of Unit Owners shall be based upon one (1) vote for each Unit in the Condominium owned by the said Unit Owner.
10. Only Unit Owners in good standing shall be entitled to vote in the affairs of the Association at any annual or special meeting thereof. A Unit Owner shall be deemed to be in "Good Standing" and "entitled to vote", if, and only if, he shall have fully paid all assessments made or levied against him and his Unit or Units by the Trustees as hereinafter provided, together with all interest, costs, attorney's fees, penalties and other expenses, if any, properly chargeable to him and against his Unit or Units, at least three (3) days prior to the date fixed for such annual or special meetings.



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11. A Unit which has been acquired by the Association in its own name or in the name of its agent, designee or nominee on behalf of all the Unit Owners shall not be entitled to vote so long as it continues to be so held.
12. As to matters involving the disposition of assets, or the granting of rights or easements in the Condominium Property the affirmative vote of Unit Owners or their Voting Representatives representing a majority of the total outstanding votes of the Association shall be necessary which affirmative vote must be accompanied by the consent of the holders of the first mortgages on the Units with respect to which such affirmative vote shall have been given. All other decisions of the Unit Owners, unless otherwise expressly set forth herein shall require for passage, the affirmative vote of the Unit Owner or their Voting Representatives representing a majority of the total vote represented at any given meeting. "Disposition of Assets" shall not be deemed to encompass termination of the Condominium as set forth in paragraph 20B of the Master Deed.
13. Any action not involving the disposition of assets or the granting of rights or easements in the Condominium Property or the amendment of these By-Laws may be taken without a meeting on such matters or written consent setting forth the action so taken of the required number of Unit Owners or their Voting Representatives. Approval or disapproval of a Unit Owner on any matter whether or not the subject of a meeting shall be by the person holding title to the Unit or the books of the Condominium at the time of the execution of this instrument or his Voting Representative, if no meeting is being held, or by the person owning the Unit on the record date, or his Voting Representative, if such record date has been fixed and a meeting is to be held.
14. The order of business at the annual meeting of the members shall be:
  - (a) Calling of the roll
  - (b) Proof of Notice of the meeting or certification as to waivers
  - (c) Selection and appointment of inspectors of election
  - (d) Election of Trustees
  - (e) Reading of minutes of preceding meeting
  - (f) Reports of the Officers
  - (g) Reports of the Trustees
  - (h) Reports of committees
  - (i) Unfinished business

- (j) New business
- (k) Adjournment

15. The order of business at all other meetings of the member shall as far as practical conform to the order of business at the annual meeting, insofar as the special purposes of the meeting will permit.

#### ARTICLE IV

##### BOARD OF TRUSTEES

1. The Condominium shall be administered and managed, and the affairs of the Association shall be governed by a Board of Trustees consisting of five (5) persons, each of whom shall be over the age of eighteen (18) years. They need not be Unit Owners.
2. Subject to the provisions of 11(c) of the Master Deed, at the first election, two (2) Trustees shall be elected to serve for a term of three (3) years, two (2) to serve for two (2) years, and one (1) to serve for one (1) year. At all subsequent elections the Trustee or Trustees to be elected at such election shall be elected for a term of three (3) years. The Trustees designated in the Articles of Incorporation of the Association shall act as Trustees until their successor shall have been elected at the first annual meeting of the members. Each Trustee shall serve until his successor shall be elected and shall serve without compensation.
3. At least two (2) months preceding the annual meeting of the members, the President shall appoint a nominating committee of three (3), at least one of whom shall be a member of the Board of Trustees whose term of office does not expire at the ensuing annual election. The nominating committee, after considering the qualifications of individuals, shall select an individual or individuals to be elected as a Trustee. Such committee shall report its nominees to the President at least fifteen (15) days prior to the date of the annual meeting.

Any four (4) Unit Owners in good standing, or the Unit Owners of four (4) or more Units may nominate candidates to the Board of Trustees by presenting such nominations in writing signed by them to the Secretary. Such petition shall be presented not less than fifteen (15) days before the annual meeting.

At least ten (10) days prior to the annual meeting the Unit Owners shall be notified in writing of all candidates to the

Board of Trustees and shall be furnished with ballots. The names of all candidates shall be either typed or printed upon all ballots. Where there is more than one (1) candidate such names shall be arranged in alphabetical order.

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

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

4. If the Office of any Trustee shall become vacant by reason of his death, resignation, retirement, disqualification, removal from office or otherwise, the remaining Trustees, at special meeting duly called for such purpose, shall choose a successor who shall serve for the remaining unexpired term of the Trustee replaced.
5. Trustees (except those selected by the Sponsor under the Master Deed, pursuant to the provisions of 11(c) thereof), may be removed with or without cause, by the affirmative vote of Unit Owners or their Voting Representatives having two-thirds (2/3) of the outstanding votes of the Association of an annual or special meeting of Members duly called for such purpose. When a member of the Board of Trustees who has been elected by Unit Owners other than Sponsor is removed or resigns, that vacancy shall be filled by a Unit Owner other than Sponsor.
6. The First organizational meeting of each newly elected Board of Trustees shall be held immediately upon adjournment of the meeting of Members at which they were elected and at the same place where the meeting of Members was held, provided a quorum is present. If a quorum of the Board is not then present, such first or organizational meeting shall be held as soon thereafter as may be practical provided notice is given to each Trustee as set forth in paragraph 7 of this Article or unless waived as provided in paragraph 8 of this Article.
7. The Board of Trustees shall meet regularly at least once a month on the first Thursday of each month or on such other day as the Board may fix. The meetings shall be held at the principal office of the Association or at such other places as the Board may determine. The annual meeting of the Board shall be held immediately following the annual meeting of the

Members at the place where such annual meeting of the Member is held. A special meeting of the Board may be called by the President or Vice-President on two (2) days notice given either in writing, in person, by telephone or by wire to each Trustee. Such special meeting must be called on the demand or request of (2) members of the Board.

8. Regular meetings once established may thereafter be held without notice at the time and place agreed upon by the Board. If the time or place of a regular meeting be changed in circumstances beyond the control of the Board, notice of the change shall be given in the same manner as for a special meeting. Notice of a meeting need not be given to any Trustee who submits a waiver of notice, whether such waiver be before or after the meeting. Attendance at the meeting shall be deemed to be a waiver of notice thereof.
9. At all duly convened meetings of the Board of Trustees, majority of the Trustees shall constitute a quorum for the transaction of business except as otherwise expressly provided in these By-Laws or by law, and the acts of the majority of the Trustees present at such meeting in which quorum is present shall be the acts of the Board of Trustees. If at any meeting of the Board of Trustees there shall be less than a quorum present, the Trustee or Trustees present may adjourn the meeting from time to time, and at any such adjourned meeting at which a quorum is present, any business that might have been transacted at the meeting as originally called, may be transacted without further notice to any Trustee. Members of the Board of Trustees may vote by proxy.
10. The Board of Trustees shall have and exercise all lawful powers and duties necessary for the proper conduct and administration of the affairs of the Association and the administration and management of the Condominium and Condominium Property, and may do or cause to be done all such other lawful acts and things as required by law, by these By-Laws or otherwise, directed or required to be done and exercised by the Unit Owners or by others. In the performance of its duties as the administering body of the Association and the Condominium, the Board of trustees shall have powers and duties set forth in the Condominium Documents, including, but not limited to, the following:

Nothing contained herein to the contrary shall serve to exculpate members of the Board of Trustees appointed by the Sponsor from their fiduciary responsibilities.

- A. The operation, management, maintenance, renewal, replacement, repair, care, cleaning, upkeep, protection and surveillance

of the Condominium and the Condominium Property and all other property, real or personal of the Association.

- B. The preparation not later than December 15th of each calendar year of a budget or estimate of Common Expenses for the next succeeding fiscal year which shall include, but not be limited to reasonable reserves for depreciation, replacements, and renewals. The total amount of such budget or estimate shall be assessed against all of the Units in the same ratio that their percentage of ownership interest in the Condominium equals the entire ownership interest of said Condominium. The amounts thus found applicable to each Unit shall be payable by the Unit Owner thereof to the Association in equal monthly installments as provided in the Master Deed. On or before the due date of the first installment the Association shall prepare and deliver or mail to each Unit Owner and the holder of any permitted Mortgage a statement showing the amount thereof and the amount assessed against such Unit for the entire fiscal year and shall not be obligated to give notice of any subsequently accruing monthly payments for such fiscal year, and the omission of notice of such installment shall not relieve such Unit Owner from his obligation to pay such monthly installments promptly when and as they become due and payable. The omission by the Board of Trustees to fix the assessments for the next fiscal year shall not be deemed a waiver or modification in any respect of the provisions hereof or the Condominium Documents, or release of the Unit Owners from the obligation to pay the assessments, of any installment for any such year, but the assessment fixed for the preceding fiscal year shall continue until a new assessment is fixed.
- C. By majority vote of the Board, to adjust or increase the amount of any annual assessment for the Common Expenses and quarterly installments thereof, and to levy and collect in addition thereto, special assessments for Common Expenses in such amounts as the Board may deem proper, whenever the Board is of the opinion it is necessary to do so in order to meet increased operating costs, or additional capital expenses, or because of emergencies; provided, however, that all such increased or special assessments shall be made or levied against the Unit Owners and the Units owned by the respectively in the same ratio that their percentage of ownership interest in the Condominium equals the entire ownership interest of said Condominium.
- D. To use and expend any sums collected from such assessments for the operation, management, maintenance, renewal, replacement, repair, care, cleaning, upkeep, surveillance and protection of the Condominium Property and all other real and personal property of the Association. No expenditures for



capital improvements in excess of \$2,500.00 for any one it shall be made by the Trustees without the affirmative vote of the Unit Owners or their Voting Representatives representing a majority of the total votes at an annual meeting or special meeting called for that purpose at which a quorum was present. In the event there shall be any Common Surplus remaining at the end of each fiscal year, then the same shall be returned or credited to the Unit owners in the same ratio that their percentage of ownership interest in the Condominium equals the entire ownership interest of said Condominium and as originally paid by each Unit owner, soon as practicable after the end of such fiscal year.

- E. To require all officers and employees of the Association and Managing Agent handling, or responsible for funds of the Association or funds in its possession or under its control to furnish adequate fidelity bonds, in form, penalties and with corporate surety satisfactory to the Board of Trustees. The premiums on such bonds shall be paid by the Association as part of the Common Expenses.
- F. To pay all taxes and assessments levied or assessed against any property of the Association, exclusive of any taxes or assessments levied against any Unit or otherwise properly chargeable to the Unit Owner or Unit Owners thereof.
- G. To employ and dismiss such clerks workmen, janitors, watchmen, and other personnel, and to purchase or arrange for such services, machinery, equipment, tools, materials and supplies, as in the opinion of the Board of Trustees may from time to time be necessary for the proper operation and maintenance of the Condominium and the Condominium Property except the portions thereof required to be maintained by Unit Owners.
- H. To collect delinquent levies or assessments made by the Association through the Board of Trustees against any Unit and the respective Unit Owners thereof, together with such costs and expenses incurred in connection therewith including, but not limited to, filing fees, court costs and attorney's fees, whether by suit or otherwise, to abate nuisances and enforce observances of the Rules and Regulations relating to the Condominium, by injunction or such other legal action or means as the Board of Trustees may deem necessary or appropriate.
- I. To employ or retain legal counsel, engineers and accountants and to fix their compensation whenever such professional advice or services may be deemed necessary by the Board for any proper purposes of the Association, including but not



limited to those hereinbefore or hereinafter referred to in these By-Laws.

- J. To cause such operating account, and escrow and other accounts, if any, to be established and opened as the Board of Trustees may deem appropriate from time to time and as may be consistent with good accounting practices.
- K. While the Sponsor maintains a majority of the Executive Board, he shall have an annual audit of the Association fund prepared by an independent accountant, a copy of which shall be delivered to each unit owner within ninety (90) days of the expiration of the fiscal year of the Association. The audit shall cover the operating budget and reserve accounts.
- L. To keep detailed books of account, in chronological order, of the receipts and expenditures affecting the Condominium and its administration and specifying the amount of the Common Expenses, Common Receipts and Common surplus, and the portions thereof attributable to each Unit.
- M. To make and enforce compliance with such reasonable Rules and Regulations relative to the operation, use and occupancy of the Units, the Common Elements and other Condominium Property (including the right to exclusively, but equitably decide upon the appropriate mode of parking upon the General Common Elements,) and to amend the same from time to time as the Board shall deem necessary or appropriate, which Rules and Regulations when approved by appropriate resolutions shall be binding on the Unit Owners, and the tenants and occupants of Units. A copy of such Rules and Regulations and copies of any amendments thereof shall be delivered or mailed to each Unit Owner of a Unit promptly upon the adoption thereof. The Rules and Regulations shall be subject to change by majority of Unit Owners.
- N. The Board of Trustees shall maintain the insurance and keep the Condominium Property as provided in paragraph 16 of the Master Deed. The Board of Trustees shall review the insurance requirements and limits thereof once each year.
- O. The Association shall pay the premiums on the aforementioned policies as Common Expenses. In the event the amount of any premium on such insurance shall be increased above the normal premium because of a particular use of, or hazard or risk in a Unit, then the Unit Owner of such Unit shall be solely liable for the increase, and the same shall not constitute Common Expense.

- P. To collect all proceeds of all casualty or physical damage insurance and to apply the same towards the cost of repair, restoration or replacement of any damaged Condominium Property in accordance with the provisions of the Master Deed and these By-Laws.
- Q. To prosecute all proceedings with respect to the taking, injury or destruction by eminent domain of the Common Elements or any part thereof, or any part of the Condominium Property, provided, however, that the Board of Trustees shall not compromise any claim without the affirmative vote of Unit Owners or their Voting Representatives representing at least a majority of the total outstanding votes of the Association at an annual meeting or special meeting thereof called for that purpose, as distinct from merely the majority of the votes at such meeting. The Board of Trustees shall also determine whether it shall be appropriate to apply any sum payable with respect to such taking, injury to or destruction to the repair or replacement of the Common Elements or Condominium Property injured or destroyed as a result thereof and shall distribute any sums not so applied as provided in paragraph 15 of the Master Deed.
- R. To purchase any Unit in the Condominium on which the Association has a lien as a result of the failure of a Unit Owner to pay his share of Common Expenses following execution upon such lien in order to protect the interest of the Association and the Members thereof, and to purchase any lease Units pursuant to the provisions of paragraph 17 of the Master Deed, and otherwise to hold, lease, sublet, mortgage and convey the same.
- S. To lease, or license the use of Common Elements in a manner not inconsistent with the rights of the Unit Owners.
- T. In its discretion to employ a professional Managing Agent and to delegate to such Agent the following powers and duties:
- (i) Ministerial duties, which by the Condominium Act, are not required to be done by the Association or the Unit Owner;
  - (ii) Powers which require only ministerial functions in order to carry out the intent and purpose of the Association, which powers are not required to be enforced only by the Association or the Unit Owners; and
  - (iii) Delegate all powers and duties not prohibited by Law or by these By-Laws.

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- U. To take such action as may be necessary to comply promptly with any and all orders or requirements affecting the Association placed hereon by any federal, state, county or municipal authority having jurisdiction over the Board of Fire Underwriters or other similar bodies.
- V. To enforce obligations of Unit Owners, to allocate profits and expenses and to do anything and everything else necessary and proper for the sound management of the Condominium Property including the right to bring lawsuits to enforce the Rules and Regulations promulgated by the Board. The Board shall have the power to levy fines against the Unit Owners for violations of rules and regulations established by it to govern the conduct of the Unit Owners. No fine may be levied for more than \$10.00 for any one violation; and may not be imposed without at least ten (10) days notice to the Unit Owner of said violation and the opportunity for said Unit Owner to be heard by the Board prior to the imposition of any fine. For each day a violation continues after notice it shall be considered a separate violation. Collection of the fines may be enforced against the Unit Owner or Unit Owners involved as if the fine were a common charge owned by the particular Owner(s).
- W. To employ any person, firm or corporation to repair, maintain and renovate all Common Elements, to seed, sod, plant, transplant, prune, fertilize, water, cut, destroy, pull plants up or out, spray substances, put pesticides or other chemical or biological agents in, under or above the water or grounds, grass or trees; to erect, repair, maintain and renovate recreational facilities which may be part of the Common Elements, to build, erect, repair, maintain, and renovate roads, walks or patches; to lay pipes, culverts, bury utilities, put up lights or poles, erect signs and traffic controls of various sorts.
- X. Invest and re-invest monies, sue and be sued, collect interest, dividends, capital gains, exercise rights, pay taxes, make and enter into contracts, insure, enter into leases or concessions and to pass good and marketable title without the necessity of any third party seeing to the application of the funds; make and execute any and all proper affidavits for various purposes, including, but not limited to, title to real estate; comprise any action without leave of court; insure its own liability for claims against it or for damage to the Association, including moral claims;

and all other powers contained herein, including those necessary and incidental thereto.

- Y. To borrow and repay monies giving notes, mortgages or other security upon such term or terms as it deems necessary.
- (a) While the Sponsor maintains a majority of the Board of Trustees, it shall make no additions, alterations, improvements or purchases not contemplated in the Public Offering which would necessitate a special assessment or a substantial increase in the monthly assessment unless required by a government agency, title insurance company, mortgage lender, or in the event of an emergency.
- (aa) The Sponsor shall not be permitted to cast any votes held by him for unsold lots, parcels, units or interests for the purpose of amending the Master Deed, By-Laws or any other document for the purpose of changing the permitted use of a lot, parcel, unit or interest, or for the purpose of reducing the Common Elements or facilities.
- (aaa) To perform such other duties as are contained in the Master Deed or any amendment or supplement thereto, including, but not limited to the right:
  - (1) To employ professional counsel; to obtain advice from persons, firms, or corporations such as, but not limited to, landscape architects, recreation experts, architects, planners, biologists, lawyers, accountants and engineers.
  - (2) To set minimum standards for floor coverings installed by all Unit Owners.
  - (3) To arrange for maintenance of roads, walkways and parking areas as necessary.
  - (4) To arrange for the removal of refuse from all buildings and common areas.
  - (5) To arrange for security protection as necessary.
  - (6) To cause Common Elements of the Condominium to be maintained according to accepted standards, including but not limited to, interior and exterior cleaning, painting and decorating, plumbing, steam cleaning, carpentry and such other normal maintenance and repair work as may be necessary.

(7) In connection with the collection of any assessment or other charge to impose an interest charge at the legal maximum if such payment is made after a date certain stated in such notice. In the event that the Board shall effectuate collection of said charges by resort to counsel, the Board may add to the aforesaid charge or charges, a sum or sums of thirty (30%) percent of the gross amount due as counsel fees, in addition to such costs allowable by law.

#### ARTICLE V OFFICERS

1. The officers of the Association shall be a President, Vice President, Secretary and Treasurer. The Secretary may be eligible to hold the office of Treasurer. The President and Vice-President shall also be members of the Board of Trustees.
2. The officers of the Association shall be elected annually by the Board of Trustees at the organization of each new Board and shall hold office until their successors are elected or appointed by the Board and qualify, provided that each officer shall hold office at the pleasure of the Board of Trustees and may be removed either with or without cause and his successor elected at any annual or special meeting of the Board called for such purpose, upon the affirmative vote of a majority of the members of the Board. The Board of Trustees, may from time to time, appoint such other officers as in their judgment are necessary.
3. The president shall be the chief officer of the Association and shall preside at all meetings of the Members and of the Board of Trustees. He shall have the general powers and duties usually vested in the office of President of an Association, including, but not limited to, the power to appoint committees from among the Members and Voting representatives from time to time as he may deem appropriate to assist in the conduct of the affairs of the Association. He shall execute such deeds, leases, mortgages, bonds, notes, contracts and other instruments, in the name and on behalf of the Association and under its corporate seal when a seal is required, except when such documents are required or permitted by law to be otherwise executed and except when the signing and execution thereof shall be delegated by the Board of Trustees to another officer or agent of the Association.



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4. The Vice-President shall perform all duties as shall be delegated to him by the President. He shall serve as chairman of the respective committees which the President shall deem appropriate. He shall exercise the powers and perform the duties of the president in his absence or disability.
5. The Secretary shall attend all meetings of the Board of Trustees and all meetings of the members and record all votes and minutes of all meetings and proceedings including resolutions, in a minute book to be kept for that purpose and shall have charge of the minute book and such records and papers as the Board shall direct and perform all duties incident to the office of the Secretary including the preparation and sending of notices and agenda of meetings to the members, the Board of Trustees and committees and such other duties as may be prescribed by these By-Laws or by the Board of Trustees or the President. He shall also have custody of the corporate seal and, when authorized by the Board shall affix the same to any instrument requiring it and attest the same when appropriate.

The Secretary shall compile and keep up-to-date at the principal office of the Association, a complete list of the Members and their last known post office addresses. Such list shall also show opposite each member's name, the number of Unit or Units owned by him, the percentage of Common Interest of the Member in the Common Elements in the Condominium and the Voting Representative, if any. This list shall be open to inspection by all Members and other persons lawfully entitled to inspect same at reasonable hours during regular business days. The Secretary shall also keep current and retain custody of the minute book of the Association, containing the minutes of all annual and special meetings of the Association and all resolutions of the Trustees.

6. The Treasurer shall have responsibility for the Association's funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association and shall deposit all monies, checks and other valuable effects in the name and to the credit of the Association at such depositories as may from time to time be designated by the Board of Trustees. He shall disburse the funds of the Association as may from time to time be ordered by the Board or by the President, making proper voucher for such disbursements and shall render to the President and Trustees, at the regular meetings of the Board of



whenever they or either of them shall require an account of his transactions as Treasurer and of the financial condition of the Association.

7. The officers of the Association shall serve without compensation except that they shall be entitled to reimbursement for all expenses reasonably incurred in the discharge of their duties, unless one officer shall act as collection and/or management agent, then a fee to be determined by the Trustees shall be allowed. Said fee shall be deducted without further approval, from the monies collected each month and shall be shown accordingly on all accounting records and statements.

#### ARTICLE VI

##### INDEMNIFICATION OF OFFICERS AND TRUSTEES

1. Subject to the provisions of Paragraph 11(c) of the Master Deed, the Directors, Incorporators, Trustees and Officers shall not be liable to the Unit Owners or any other party for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith. The Association shall indemnify every Director, Incorporator, Trustee and Officer, his heirs, executors and administrators against all loss, costs and expenses, including counsel fees reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a Director, Incorporator, Trustee or Officer of the Association except as to matters as to which he shall be finally adjudged in such action, suit or proceeding to be liable for willful misconduct or bad faith to the extent such parties are not so incured. In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified had not been guilty of willful misconduct or bad faith in the performance of his duty as such Director, Incorporator, Trustee or Officer in relation to the matter involved. The foregoing rights shall not be exclusive of other rights to which such Director, Incorporator, Trustee or Officer may be entitled. All liability, loss, damage, cost and expenses incurred or suffered by the Association by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated by the Association as Common Expenses, provided, however, that nothing in this

Article contained shall be deemed to obligate the Association to indemnify any Member or Unit Owner, who is or has been a Director, Incorporator, Trustee or Officer of the Association, with respect to any duties or obligations assumed or liabilities incurred by him under and by virtue of his membership in the Association or as a Unit Owner of a Unit. Nothing contained herein to the contrary shall serve to exculpate members of the Board of Trustees appointed by the Sponsor from their fiduciary responsibilities.

#### ARTICLE VII

##### MORTGAGES

1. A Unit Owner who mortgages his Unit shall notify the Association of the name and address of his mortgagee and the Association shall maintain such information in a book entitled "Mortgages of Units".
2. The Trustees, whenever so requested in writing by a mortgagee of a Unit, shall promptly report any the unpaid assessments for Common Expenses due from, or any other default by, the Unit Owner of the mortgaged Unit.
3. The Trustees, when giving notice to a Unit Owner of a default in paying assessments for Common Expenses or other default, shall send a copy of such notice to each holder of a Mortgage covering such Unit whose name and address has theretofore been furnished to the Association.
4. Each mortgagee of a Unit who shall have given the aforesaid information to the Association shall be permitted to examine the books of account of the Condominium at reasonable times, on business days.

#### ARTICLE VIII

##### FISCAL YEAR

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

#### ARTICLE IX

##### CORPORATE SEAL

1. The corporate seal of the Association shall contain the name " Canterbury Mews Condominium Association, Inc.".

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BOOK 1541 PAGE 348

#### ARTICLE X

##### AMENDMENTS TO BY-LAWS

1. Amendment of the By-Laws shall be proposed by either the Board of Trustees or by Unit Owners of at least five (5) Units. The proposed amendment must be reduced to writing and shall be included in the Notice of any meeting at which action is to be taken thereon.
2. The affirmative vote of Unit Owners or their Voting Representatives representing 75 percent (75%) of the total outstanding vote of the Association shall be required to amend these By-Laws.

#### ARTICLE XI

##### PARLIAMENTARY RULES

1. Robert Rules of Order (latest edition) shall govern the conduct of proceedings of the Association and the Board of Trustees.

#### ARTICLE XII

##### DISSOLUTION

1. In the event it shall be deemed advisable and for the benefit of the members of the Association that the Association shall be dissolved, the procedure concerning dissolution set forth in N.J.S.A. 46:8B-20 regarding a Deed of Revocation shall be followed.
2. In the event of dissolution, the assets of the Association, after payment of all debts including mortgages and other encumbrances, shall be distributed to the Unit Owners based upon the respective Unit interests in the Common Elements.

#### ARTICLE XIII

##### MISCELLANEOUS

1. Each Unit Owner and each mortgagee of any such Unit shall be permitted to examine the books of account of the Board at convenient hours on business days the same shall be established by the Board and announced for general knowledge.

2. All notices hereunder to the Association shall be sent by registered or certified mail to the Board in care of the President of the Association and/or to the Managing Agent, if there be a Managing Agent. All notices to a Unit Owner shall be sent registered or certified mail to the address of his Unit; or to such other address as may have been designated by him from time to time, in writing, to the Board. 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.

#### ARTICLE XIV

#### ENFORCEMENT

1. The Association shall have the power, at its sole option, to enforce the terms of this instrument or any rule or regulation promulgated pursuant thereto, by any or all of the following; self-help, by sending notice to the offending party to cause certain things to be done or undone; by restoring the Association to its original position and charging the breaching party with the entire cost or any part hereof; by taking any other action before any court, summary or otherwise, as may be provided by law; by complaint to the duly constituted authorities. The foregoing shall be construed to be in addition to any other powers granted herein and by the New Jersey Condominium Act and not in limitation thereof.
2. The Sponsor, so long as he maintains a majority of representation on the Executive Board, shall post Fidelity Bond or other guarantee acceptable to the agency, in an amount equal to the annual budget. Should the Sponsor maintain a majority of representation on the Executive Board for the second and succeeding years, the Bond or other guarantee shall include accumulated reserves. Should the Sponsor desire to use a better credit as opposed to a Fidelity Bond, a letter of credit must be issued by a New Jersey Chartered Bank.
3. While the Sponsor maintains a majority of the Board of Trustees, he shall have an annual audit of Association funds prepared by an independent accountant, a copy of which shall be delivered to each Unit Owner within ninety (90) days of the expiration of the fiscal year of the Association. The audit shall cover the operating budget and reserve accounts.

BOOK 1541 PAGE 953

ARTICLE XV

CONFLICT

1. Anything to the contrary notwithstanding, if an provisions of this instrument is in conflict with or i contradiction of the Master Deed, the New Jerse Condominium Act, the Planned Real Estate Developmen Full Disclosure Act, or within the requirements of an other law, then the requirements of said Master Deed said Act or other law shall be deemed controlling.

DB:755- 233

AMENDED EXHIBIT "F"

Prepared By: *Michael S. Ridgway*

MICHAEL S. RIDGWAY, ESQ.  
RIDGWAY, RIDGWAY & STAYTON  
Lincoln Bank Building  
Route 73 & Greentree Road  
Marlton, NJ 08053

ARTICLES OF INCORPORATION

OF

CANTERBURY MEWS CONDOMINIUM ASSOCIATION, INC.

THIS INSTRUMENT is to certify that the undersigned, WASHINGTON BRIDGE ASSOCIATES, L.P., a New Jersey Limited Partnership, of 1010 Laurel Oak Corporate Center, Suite 401, Voorhees, New Jersey, 08043, does hereby associate itself into a corporation under and by virtue of the provisions of an Act of the Legislature of the State of New Jersey, entitled "Title 15A Corporation, Non-Profit of the New Jersey Statutes" (N.J.S.A. 15A:1-1 et seq.) and the Amendments thereof and supplements thereto, for a lawful purpose other than pecuniary profit as hereinafter stated, and to that end we do by this Instrument certify that.

ARTICLE I: DEFINITIONS

Definitions as set forth in the Amended Master Deed of Canterbury Mews Condominiums, a New Jersey Condominium which is about to be recorded in the Office of the Clerk of Gloucester



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County, New Jersey, and to which this Certificate is appended as Exhibit "F" shall apply to the words used herein with the same force and effect as though set forth herein at full.

ARTICLE II: NAME

The name of the Corporation is: CANTERBURY MEWS CONDOMINIUM ASSOCIATION, INC.

ARTICLE III: ADDRESS

The address of the Corporation's Registered Office in the State of New Jersey is: c/o WASHINGTON BRIDGE ASSOCIATES, L.P., A New Jersey Limited Partnership, 1010 Laurel Oak Corporate Center, Suite 401, Voorhees, New Jersey, 08043.

The name of the Registered Agent at such address is: MATTHEW PRINCIPE.

ARTICLE IV: PURPOSE AND LOCATION

The purpose for which the Association is organized is stated as follows:

To administer, manage, operate and maintain, on behalf of the Unit Owners, certain land and improvements located in the Township of Washington, County of Gloucester, State of New Jersey, which is to be subjected to the provisions of the Condominium Act, Chapter 257, of the Laws of 1969 of New Jersey, N.J.S.A. 46:8B-1 et seq., and to the provisions of the Planned Real Estate Development Full Disclosure Act, Chapter 419, of the Laws of 1977 of New Jersey, N.J.S.A. 45:22A-21, et seq. (the "Act") to the Master Deed, and to the By-Laws.

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The said corporation shall be located and its activity shall be conducted in the County of Gloucester and State of New Jersey.

ARTICLE V: POWERS

The Powers of the Association shall include and be governed by the following provisions:

1. The Association shall have all the common law and statutory powers of a corporation not for profit which are not in conflict with the terms of the Master Deed and By-Laws.

2. The Association shall have all the powers reasonably necessary to implement the purpose of the Association, as defined and set forth in the Master Deed and by New Jersey Statute.

3. All funds, the title of all properties acquired by the Association, and the associates thereof, shall be held only for the benefit of the members in accordance with the provisions of the Master Deed and By-Laws.

4. The Association shall have full power to set apart out of any of the funds of the corporation a reserve or reserves for any proper purpose and to abolish any such reserve.

ARTICLE VI: MEMBERS

The qualifications of members, the manner of their admission and voting by the members shall be as follows:

1. All owners of Units contained in the property (as

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defined in the Master Deed) shall be members of the Association and no other persons or entities shall be entitled to membership.

2. Membership in the Association shall be established by recording in the public records of Gloucester County, New Jersey, or a Deed or other instrument establishing a change of record titled to a Unit and the delivery to the Association Secretary of a certified copy of such instrument, the new owner designated by such instrument thereby becoming a member of the Association. The membership of the prior owner shall be thereby automatically terminated.

3. The proportionate share of a Unit owner in the funds and assets of the Association and his vote in the affairs of the Association shall be as elsewhere set forth in the Master Deed and By-Laws of the Association.

ARTICLE VII: CAPITAL STOCK

The corporation shall be organized without capital stock. Membership in the corporation and the transfer thereof shall be upon such terms and conditions as shall be provided herein and in the By-Laws.

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ARTICLE VIII: INCORPORATORS

The names and places of residence of the incorporators are as follows:

<u>NAME</u>	<u>ADDRESS</u>
MATTHEW PRINCIPE	Creek Road Moorestown, NJ 08057

ARTICLE IX: TERM

The Corporation is to have perpetual existence.

ARTICLE X: LIMITED LIABILITY

The Private Property of the members shall not be subject to the payment of corporate debts.

ARTICLE XI: DIRECTORS

1. The affairs of the Association will be managed by a Board of five (5) Directors as set forth in the By-Laws. Directors may be removed and vacancies on the Board of Directors shall be filled in a manner provided by the By-Laws.

2. The names and addresses of the members of the first Board of Directors, who shall hold office until their successors are elected and have qualified or until removed, are as follows:

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<u>NAME</u>	<u>ADDRESS</u>	<u>TITLE</u>
MATTHEW PRINCIPE	c/o Washington Bridge Associates, L.P., A New Jersey Ltd. Partnership 1010 Laurel Oak Corporate Center Suite 401 Voorhees, NJ 08043	President
RICK RINALDI	c/o Washington Bridge Associates, L.P., A New Jersey Ltd. Partnership 1010 Laurel Oak Corporate Center Suite 401 Voorhees, NJ 08043	Secretary/ Treasurer
CAROL DREHER	c/o Washington Bridge Associates L.P., A New Jersey Ltd. Partnership 1010 Laurel Oak Corporate Center Suite 401 Voorhees, NJ 08043	Assistant Secretary
ANDREA LOGEL	c/o Washington Bridge Associates L.P., A New Jersey Ltd. Partnership 1010 Laurel Oak Corporate Center Suite 401 Voorhees, NJ 08043	Assistant Secretary
LYNN FREEBURG	c/o Washington Bridge Associates L.P., A New Jersey Ltd. Partnership 1010 Laurel Oak Corporate Center Suite 401 Voorhees, NJ 08043	Assistant Secretary

ARTICLE XII: OFFICERS

The affairs of the Association shall be administered by the following officers, which officers shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors after their election at the first Annual

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Meeting of the members of the Association are as follows:

<u>NAME</u>	<u>ADDRESS</u>	<u>TITLE</u>
MATTHEW PRINCIPE	c/o Washington Bridge Associates, L.P., A New Jersey Ltd. Partnership 1010 Laurel Oak Corporate Center Suite 401 Voorhees, NJ 08043	President
RICK RINALDI	c/o Washington Bridge Associates, L.P., A New Jersey Ltd. Partnership 1010 Laurel Oak Corporate Center Suite 401 Voorhees, NJ 08043	Secretary/ Treasurer
CAROL DREHER	c/o Washington Bridge Associates L.P., A New Jersey Ltd. Partnership 1010 Laurel Oak Corporate Center Suite 401 Voorhees, NJ 08043	Assistant Secretary
ANDREA LOGEL	c/o Washington Bridge Associates L.P., A New Jersey Ltd. Partnership 1010 Laurel Oak Corporate Center Suite 401 Voorhees, NJ 08043	Assistant Secretary
LYNN FREEBURG	c/o Washington Bridge Associates L.P., A New Jersey Ltd. Partnership 1010 Laurel Oak Corporate Center Suite 401 Voorhees, NJ 08043	Assistant Secretary

ARTICLE XIII: MEETINGS

Meeting of members shall be held within the State of New Jersey. The books of the corporation shall be kept, subject to applicable statutory provisions, at such place or places as may be, from time to time, designated by the Board of Directors or as set forth in the Association By-Laws.



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ARTICLE XIV: LIQUIDATION

Upon completion or partial liquidation of the corporation, the proceeds distributable to members of the corporation shall be distributed in the manner set forth in the Master Deed and By-Laws.

ARTICLE XV: INDEMNIFICATION

Every director and every officer of this Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him/her in connection with any proceeding to which he/she may be a party, or in which he/she may become involved, by reason of his/her being or having been a director and incorporator or officer of the Association, or any settlement thereof, whether or not he/she is the Association, or any settlement thereof, whether or not he/she is an incorporator, director or officer at the time such expenses are incurred, except in such cases wherein the incorporator, director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his/her duties; provided that in the event of a settlement the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interests of the Association. The

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foregoing right of indemnification shall be in addition to and not in lieu of all other rights to which such director or officer may be entitled.

ARTICLE XVI: BY-LAWS

By-Laws of the Association shall be adopted by the Board of Directors, and may be altered, amended or rescinded in the manner therein provided.

ARTICLE XVII: AMENDMENTS

The Association may amend, change, or alter any provisions contained in this Certificate of Incorporation in the following manner:

The Board of Directors shall pass a Resolution declaring that such amendment, change or alteration is advisable, and calling a meeting of the members having voting powers to take action thereon. The meeting shall be held upon ten (10) days notice given personally or by certified mail, which notice shall contain a copy or summary of the Resolution. If two-thirds (2/3) of the members having voting powers present at such meeting and voting shall vote in favor of such amendment, change or alteration, the corporation shall make a certificate thereof under its seal and hands of its President or Vice President and Secretary/Treasurer, which certificate shall be acknowledged or approved as in the case of deeds of real estate and shall be filed in the Office of the Secretary of State. Thereupon the Association's Certificate of Incorporation shall be deemed to be amended, changed or altered accordingly.

MATTHEW PRINCIPE, being the incorporator hereinbefore named, for the purpose of forming a Corporation pursuant to the

Laws of the State of New Jersey, do make these Articles, hereby declaring and certifying that the facts herein stated are true, and, accordingly, have hereunto set my hand and seal this 17 day of June, 1988.

WITNESS:

RICK RINALDI

MATTHEW PRINCIPE

STATE OF NEW JERSEY :  
COUNTY OF Camden : ss.

BE IT REMEMBERED, that on June 17, 1988, before me, the undersigned authority, personally appeared MATTHEW PRINCIPE, who I am satisfied is the person named in and who executed the foregoing Articles of Incorporation and I, having first made known to him the contents thereof, he did acknowledge that he signed, sealed and delivered same as his voluntary act and deed for the uses and purposes therein expressed.

Roseann Hayden  
ROSEANN HAYDEN  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires August 18, 1990

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*Edward J. [Signature]*  
COUNTY CLERK

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COURT REPORTERS & VIDEO, INC.  
SUPREME COURT  
P.O. BOX 1043  
VOORHEES, NJ 08043  
609-435-9160

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<b>Gloucester County Recording Data Page</b> <b>Honorable James N. Hogan</b> <b>Gloucester County Clerk</b> 	<b>Official Use Only – Barcode</b>  <div style="text-align: center;">*60 2022 00018420*</div>  Docket: 00018420 Type: AGR Pages: 6 James N. Hogan, Gloucester County Clerk Receipt #: 1040524 02:16:43P Apr 22, 2022 Recording Fee: 20.00 DB 6668 265
<b>Official Use Only – Record &amp; Return</b>	<b>Official Use Only – Realty Transfer Fee</b>
Date of Document: 04/12/2022	Type of Document: Amendment
First Party Name: Canterbury Mews Condominium Association, Inc.	Second Party Name: Canterbury Mews Condominium Association, Inc.
Additional Parties:	

THE FOLLOWING SECTION IS REQUIRED FOR DEEDS ONLY	
Block:	Lot:
Municipality:	
Consideration:	
Mailing Address of Grantee:	

THE FOLLOWING SECTION IS FOR ORIGINAL MORTGAGE BOOKING & PAGING INFORMATION FOR ASSIGNMENTS, RELEASES, SATISFACTIONS, DISCHARGES & OTHER ORIGINAL MORTGAGE AGREEMENTS ONLY	
Original Book: 1541	Original Page: 862

<b>GLOUCESTER COUNTY RECORDING DATA PAGE</b> Please do not detach this page from the original document as it contains important recording information and is part of the permanent record.
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**AMENDMENT TO THE BY-LAWS OF  
CANTERBURY MEWS CONDOMINIUM ASSOCIATION, INC.  
REGARDING LATE FEES, FINES & ACCELERATION**

This Amendment to the By-Laws of Canterbury Mews Condominium Association, Inc., (the "Association"), is made on this 12<sup>th</sup> day of April, 2022, by and through the Association's Board of Trustees (the "Board"), having an address in the care of The Galman Group, 815 Darrett Court, Sewell, New Jersey; and

**WHEREAS**, the Association was established and exists by a certain Master Deed with attached By-Laws recorded on April 9, 1986 in the Gloucester County Clerk's Office in Deed Book 1541, Page 862, et seq., as the same may now or hereafter be lawfully amended; and ✓

**WHEREAS**, the Association's By-Laws, Article IV, Section 10.B., provides, in pertinent part that, "... [t]he total amount of such budget or estimate shall be assessed against all of the Units in the same ratio that their percentage of ownership interest in the Condominium equals the entire ownership interest of said Condominium. The amounts thus found applicable to each Unit shall be payable by the Unit Owner thereof to the Association in equal monthly installments as provided in the Master Deed..."; and

**WHEREAS**, the Association's By-Laws, Article IV, Section 10.H., provides that the Board shall have the power "[t]o collect delinquent levies or assessments made by the Association through the Board of Trustees against any Unit and the respective Unit Owners thereof, together with such costs and expenses incurred in connection therewith including, but not limited to, filing fees, court costs and attorney's fees, whether by suit or otherwise..."; and

**WHEREAS**, the Association's By-Laws, Article IV, Section 10.V., provides, in pertinent part, that "... [t]he Board shall have the power to levy fines against the Unit Owners for violations of rules and regulations established by it to govern the conduct of the Unit Owners. No fine may be levied for more than \$10.00 for any one violation..."; and

**WHEREAS**, N.J.S.A. 45:22A-46.d(5) provides, in pertinent part, that, "... an executive board may amend the bylaws . . . (b) after providing notice to all association members of the proposed amendment, which notice shall include a ballot to reject the proposed amendment. Other than an amendment to render the bylaws consistent with State, federal, or local law, if at least 10 percent of association members vote to reject the amendment within 30 days of its mailing, the amendment shall be deemed defeated;" and

**WHEREAS**, the Board of Trustees convened for a meeting on April 11<sup>th</sup>, 2022, and a quorum being present, a majority of the Trustees present voted to amend the Association's By-Laws; and

**WHEREAS**, the Board of Trustees presented this Amendment to its members pursuant to N.J.S.A. 45:22A-46.d(5)(b), via a mailing sent on March 15<sup>th</sup>, 2022; and

**WHEREAS**, after waiting the required thirty (30) days, less than ten (10%) percent of the Association's members rejected this Amendment; and



NOW, THEREFORE, the Association's By-Laws are amended as follows:

1. **ACCELERATION:**

The Association's By-Laws, Article IV, Section 10.B. is hereby amended to include the following underlined language:

The preparation not later than December 10<sup>th</sup> of each calendar year of a budget or estimate of Common Expenses for the next succeeding fiscal year which shall include, but not be limited to reasonable reserves for depreciation, replacements, and renewals. The total amount of such budget or estimate shall be assessed against all of the Units in the same ratio that their percentage of ownership interest in the Condominium equals the entire ownership interest of said Condominium. The amounts thus found applicable to each Unit shall be payable by the Unit Owner thereof to the Association in equal monthly installments as provided in the Master Deed. If any Unit's monthly installment remains unpaid for more than ten (10) days after it is due, the entire remaining balance of that year's budget due by that Unit shall be accelerated and become immediately due and payable; and the Unit Owner shall lose his or her privilege to pay the remaining balance of the budget for that fiscal year in installments. On or before the due date of the first installment the Association shall prepare and deliver or mail to each Unit Owner and the holder of any permitted Mortgage a statement showing the amount thereof and the amount assessed against such Unit for the entire fiscal year and shall not be obligated to give notice of any subsequently accruing monthly payments for such fiscal year, and the omission of notice of such installment shall not relieve such Unit Owner from any obligation to pay such monthly installments promptly when and as they become due and payable. The omission by the Board of Trustees to fix the assessments for the next fiscal year shall not be deemed a waiver or modification in any respect of the provisions hereof or the Condominium Documents, or release of the Unit Owners from the obligation to pay any assessment, of any installment for any such year, but, the assessment fixed for the preceding fiscal year shall continue until a new assessment is fixed.

2. **LATE FEES:**

The Association's By-Laws, Article IV, Section 10.H. is hereby amended to include the following underlined language:

To collect delinquent levies or assessments made by the Association through the Board of Trustees against any Unit and the respective Unit Owners thereof, together with a late fee on each levy, assessment or installment thereof in any amount as determined by the Board of Trustees and such costs and expenses incurred in connection therewith


including, but not limited to, filing fees, court costs, and attorney's fees, whether by suit or otherwise, to abate nuisances and enforce observances of the Rules and Regulations relating to the Condominium, by injunction or such other legal action or means as the Board of Trustees may deem necessary or appropriate.

3. **FINES:**

The Association's **By-Laws, Article IV, Section 10.V,** is hereby amended to remove the stricken language and include the italicized, underlined language:

To enforce obligations of Unit Owners, to allocate profits and expenses and to do anything and everything else necessary and proper for the sound management of the Condominium Property including the right to bring lawsuits to enforce the Rules and Regulations promulgated by the Board. The Board shall have the power to levy fines against the Unit Owners for violations of *these By-Laws, the Master Deed or any rules and regulations of the Association established by it to govern the conduct of the Unit Owners.* ~~No fine may be levied for more than \$10.00 for any one violation; and may not be imposed without at least ten (10) days notice to the Unit Owner of said violation and the opportunity for said Unit Owner to be heard by the Board prior to the imposition of any fine.~~ *Such fine may be levied upon a Unit Owner(s) for his/her/their act and/or for acts of his/her/their tenants, residents, guests or invitees. The amount of such fine(s) shall be established by the Board, not to exceed the maximum amount allowed by law.* For each day a violation continues after notice it shall be considered a separate violation. Collection of the fines may be enforced against the Unit Owner or Unit Owners involved as if the fine were a common charge ~~owned~~ *owed* by the particular Owner(s)

4. Any terms of the By-Laws that may be in conflict with Paragraphs 1, 2 and/or 3 of this Amendment are hereby rendered null and void.
5. All other terms of the By-Laws that do not conflict with Paragraphs 1, 2 or 3 of this Amendment shall remain in full force and effect.
6. Should any provision or clause hereof be determined to be invalid, the remaining provisions or clauses hereof shall remain in full force and effect.
7. Notwithstanding the full execution of this Amendment, this Amendment shall not take effect until recorded in the Gloucester County Clerk's Office.

  
Michael McHaffey, President

**RECORD AND RETURN TO:**  
**MCGOVERN LEGAL SERVICES, LLC**  
**850 CAROLIER LANE**  
**NORTH BRUNSWICK, NJ 08902**

CANTERBURY MEWS CONDOMINIUM ASSOCIATION, INC.

By-Law Amendments  
Regarding Late Fees, Fines & Acceleration

Duly adopted at an open meeting of the Board of Trustees of Canterbury Mews Condominium Association, Inc., held this 11<sup>th</sup> day of April, 2022.

Officer:  
(print names)

Vote:  
(check one for each)  
Yes No Abstain Absent

<u>Michael McKeage</u> , Trustee	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>Anna Cali-Grant</u> , Trustee	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>Deborah Petruzzi</u> , Trustee	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>Jonathan Chase</u> , Trustee	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>Eugene Brooks</u> , Trustee	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Attest:

(sign) <u>A. Steffen</u>	<u>4-12-2022</u>
(print name) <u>Gabriel Steffen</u> , <del>Secretary</del> Property Manager	Date