

**RESTATED and AMENDED MASTER DEED**  
**For OSBORN SEA BAY, a CONDOMINIUM,**  
**and THE CAMP OSBORNE CONDOMINIUM**

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## **EXHIBITS**

- Exhibit 1 – Chart of Unit Owners of the Osborn Sea-Bay Condominium and The Camp Osborne Condominium and Address and Tax Qualifiers (Pre-Subdivision and Post-Subdivision)
- Exhibit 2 – Old/ Former Plan of COCA & OSBCA
- Exhibit 3 – Metes and Bounds Description of Entire Property (Includes OSBCA & COCA) & Survey
- Exhibit 4 – Condominium Plan for Bay Units
- Exhibit 5 – Condominium Plan for Median Units
- Exhibit 6 – Condominium Plan for Ocean Units & COCA Units
- Exhibit 7 – Certificate of Incorporation of Osborn Dunes at South Mantoloking Condominium Association, Inc.
- Exhibit 8 – Zoning Ordinance
- Exhibit 9 – By-laws of Osborn Dunes at South Mantoloking Condominium Association, Inc.

**RESTATED and AMENDED MASTER DEED FOR OSBORN SEA BAY, a  
CONDOMINIUM, and THE CAMP OSBORNE CONDOMINIUM**

**THIS RESTATED and AMENDED MASTER DEED (the “Restated and Amended Master Deed”)**, is made this     day of     , 2021 by: The OSBORN SEA-BAY CONDOMINIUM ASSOCIATION, INC., a New Jersey not for profit, non-stock membership corporation with its principal offices at P. O. Box 927, Normandy Beach, New Jersey 08739 (“OSBCA”); and; The CAMP OSBORNE CONDOMINIUM ASSOCIATION, a New Jersey not for profit, non-stock membership corporation with its principal office at 41 Hill Street, Randolph, N.J. 07869 (“COCA”); all Unit Owners of OSBCA, as set forth on Exhibit 1 attached hereto (the “OSBCA Unit Owners”); and all Unit Owners of COCA, as set forth on Exhibit 1 attached hereto (the “COCA Unit Owners, and Osborn Dunes at South Mantoloking Condominium Association, Inc., a New Jersey not for profit, non-stock membership corporation with its principal offices at P. O. Box 927, Normandy Beach, New Jersey 08739 (“ODSMC”), collectively, OSBCA, COCA, the OSBCA Unit Owners, the COCA Unit Owners, and ODSMC are referred to as the “Declarants.”

**RECITALS**

**WHEREAS**, OSBCA was organized via a Master Deed dated May 7, 1999 and filed with the Ocean County Clerk’s Office on May 13, 1999 and recorded in book 5691, Page 120 and consists of all the owners of the property formerly owned by Camp Marketing, LLC and is the successor in interest to the said Camp Marketing, LLC. OSBCA originally consisted of 78 (seventy-eight) detached single family homes owned by individuals through a Bill of Sale, with 13 single family detached homes located on the Bay Side (the "Bay Units"), 7 single family detached homes located in the Route 35 median (the "Median Units") and 58 single family detached homes on the parcels along the Ocean (the “Ocean Units”); all as depicted on Exhibit 2 attached hereto and made a part hereof. The Bay Units, Median Units and the Ocean Units are collectively referred to as the "OSBCA Units;” and

**WHEREAS**, the Camp Osborne Condominium Association was organized via a Master Deed dated May 1, 1989 and filed with the Ocean County Clerk’s office on May 4, 1989 and recorded in Book 4754, Page 564. The COCA Units originally consisted of 9 single family condominium units as all depicted on Exhibit 2 (the "COCA Units”); and

**WHEREAS**, it is the intent and desire of the Declarants pursuant to this Master Deed to merge the OSBCA and COCA into one condominium regime to be administered by one association with the signing, making, and filing of this Restated and Amended Master Deed; and

**WHEREAS**, the COCA Units and the OSBCA Units, collectively, together with the General Common Elements and Limited Common Elements are also known as Block 25, Lot 4, Block 26, Lot 4, Block 36, Lots 13, 18, 22, and 24 as shown on the Tax Map of The Township of Brick, County of Ocean, and State of New Jersey (the "Property"); and

**WHEREAS**, the OSBCA Units and the COCA Units are collectively universally referred to as the Units in this Restated and Amended Master Deed, and

**WHEREAS**, all of the Units were very heavily damaged or destroyed on October 29, 2012 by a post-tropical cyclone with hurricane-force winds, unofficially referred to as Superstorm Sandy; and

**WHEREAS**, the Declarants, with the making and recording of this Restated and Amended Master Deed, intend to reestablish the condominium form of ownership for the combined OSBCA and COCA condominium regimes using by reference the metes and bounds descriptions attached hereto as Exhibit 3 for the Bay Units, the Median Units, the Ocean Units and for the COCA Units (the Ocean Units and the COCA Units hereinafter collectively referred to as the “Ocean Units”), and the condominium plans prepared by Matrix New World Engineering, Land Surveying and Landscape Architecture, P.C. of the Units depicted on Exhibit 4 for the Bay Units, Exhibit 5 for the Median Units, and Exhibit 6 for the Ocean Units and for the COCA Units; (the combined OSBCA and COCA condominium regimes shall be collectively referred to as the “Condominium” in this Restated and Amended Master Deed); and

**WHEREAS**, all the Bay Units and the Median Units shall be single family detached homes, 3 of the Ocean Units shall be single family detached homes with the balance duplex residential homes; and

**WHEREAS**, the Declarants desire to change the name of the Condominium to the Osborn Dunes at South Mantoloking Condominium; and

**WHEREAS**, the Declarants have incorporated or will incorporate a new, not for profit corporation to be known as the Osborn Dunes at South Mantoloking Condominium Association, Inc., a New Jersey non-profit corporation (hereinafter referred to as the “Association” or “ODSMC”) as the condominium association to have the responsibility for the administration, operation and management of the Condominium and the improvements intended for the common use and enjoyment of the residents; and

**WHEREAS**, all of the OSBCA Unit Owners and COCA Unit Owners will automatically be members of the Association, and subject to this Restated and Amended Master Deed and its amendments, if any, the Certificate of Incorporation, and the Bylaws of the Association; and

**WHEREAS**, all of the OSBCA Unit Owners and COCA Unit Owners, constituting 100% of the ownership interest in the Condominium and the Association have consented to the execution and recording of this Restated and Amended Master Deed; and

**WHEREAS**, each of the OSBCA Unit Owners and COCA Unit Owners have executed a Consent to this Restated and Amended Master Deed that is of record in the books and minutes of OSBCA, COCA, and ODSMC; and

**WHEREAS**, each of the Consents to this Restated and Amended Master Deed that have been executed by the OSBCA Unit Owners and COCA Unit Owners authorize the execution and recordation of this Restated and Amended Master Deed by OSBCA, COCA, and ODSMC.

**NOW THEREFORE**, in consideration of the foregoing premises and other good and valuable consideration the Association and each of the Declarants do hereby state, make and record the following:

I. ESTABLISHMENT OF CONDOMINIUM, SUBMISSION TO THE “CONDOMINIUM ACT”.

The Declarants do hereby submit, declare and establish Osborn Dunes at South Mantoloking Condominium Association, Inc. in accordance with the “Condominium Act,” P.L. 1969, c. 257, (*N.J.S.A. 46:8B-1 et seq.*) for those parcels of land and appurtenant grants and rights using the perimeter metes and bounds descriptions for that portion of the Property so affected and attached hereto as Exhibit 3, and the condominium plan of the Units depicted on Exhibits 4, 5, and 6.

II. DEFINITIONS.

The following terms are hereby defined as set forth hereinafter:

- a. **"Association"** means the Osborn Dunes at South Mantoloking Condominium Association, Inc., a New Jersey non-profit corporation, formed to administer, manage and operate the common affairs of the Unit Owners of the Condominium and to maintain, repair and replace the Common Elements of or other property controlled by the Condominium all as provided in this Restated and Amended Master Deed, the Certificate of Incorporation for the Association attached to this Restated and Amended Master Deed as Exhibit 7, the Bylaws and the Rules and Regulations of the Association as they may be amended or supplemented.
- b. **"Beach Area"** means the area known as Block 36, Lot 22 on the Tax Map of the Township of Brick, County of Ocean, and State of New Jersey as established by Deed from Marion O. Wagner, et al to Gertrude M. Zee which Deed is dated September 19, 1946 and recorded in the Ocean County Clerk’s Office on December 16, 1946 in Deed Book 1240 at page 154. The Beach Area shall be part of the Common Elements of the Condominium. Each Unit owner in the Association shall have the right to utilize the beach area in conjunction with the rights of others specified in this Restated and Amended Master Deed.
- c. **"Board or Board of Trustees"** means the Board of Trustees of the Association. Any reference herein or in the Certificate of Incorporation, Bylaws or Rules and Regulations to any power, duty, right of approval or any other right of the Association refers to the Board and not the Association’s Members, unless the context expressly indicates otherwise.

- d. **"Buildings"** means any enclosed structures containing Units and structural improvements that are dedicated as part of the Condominium by this Restated and Amended Master Deed or any amendments and supplement hereto.
- e. **"Bylaws"** means the Bylaws of the Association, a copy of which is attached hereto as Exhibit 9.
- f. **"Common Elements"** shall have the same meaning as "Common Elements" pursuant to N.J.S.A. 46:8B-3d and that part of the Property defined in Paragraph VI a hereinafter.
- g. **"Common Expense"** means all those expenses anticipated by N.J.S.A. 46:8B-3(e) in addition to all expenses incurred by the Association, or its respective Trustees, officers, agent, or employees, in the lawful performance of their respective power and duties. "Common Expense Assessment" means the annual payment of common expenses per Unit determined by the Board pursuant to the provisions of the Bylaws.
- h. **"General Common Elements"** shall mean the Common Elements that are not Limited Common Elements.
- i. **"Institutional Lender"** shall mean any bank, mortgage banker, trust company, insurance company, savings and loan association, pension fund or other financial institution or governmental agency providing, acquiring, insuring, guaranteeing or proposing to provide, acquire, insure or guarantee mortgages. The term shall also mean the Federal National Mortgage Association, the Veterans Administration, the Federal Home Loan Mortgage Corporation, and the Federal Housing Administration and any other similar governmental or quasi-governmental agency/entity that provides, insures or guarantees or acquires mortgages.
- j. **"Limited Common Elements"** shall have the same meaning as "Limited Common Elements" pursuant to N.J.S.A. 46:8B-3k, which are the portion of the Common Elements that are assigned to each Unit for the exclusive use of that Unit Owner. Limited Common Elements are more specifically described in Paragraph VI(b) hereinafter.
- k. **"Members"** means Unit Owners who are members of the Association as defined in Article II of the Bylaws.
- l. **"Mortgagee" or "Mortgage Holder"** means the holder of any Mortgage on a Unit as provided in defined in Article XIV.
- m. **"Mortgage"** shall mean any mortgage encumbering a Unit held by an Institutional Lender, or which is a purchase money mortgage held by the seller of a Unit, or any mortgage lien which is expressly subordinate to any existing or future Common

Expenses assessment liens imposed against a Unit by the Association except as otherwise provided by law.

- n. **"Owner/Unit Owner"** means the owner or one or more co-owners of record who hold the individual title to a Unit dedicated to the Condominium as shown in the records of the Recording Officer and does not mean a mortgagee or trustee under a Mortgage or deed of trust unless and until such mortgagee or trustee has acquired title to any such Unit via foreclosure or any proceeding in lieu of foreclosure. The terms Owner and Unit Owner do not mean any lessee or tenant occupying a Unit.
- o. **"Person"** means a natural individual, firm, associations, partnerships, trustees, or other legal entity capable of holding title to real property.
- p. **"Property"** means the land dedicated to being in the Condominium by the recording of this Restated and Amended Master Deed by the Recording Officer as described and graphically depicted, respectively, in the attached Exhibits 3, 4, 5, and 6 hereto, and those lands which may be so dedicated to the Condominium hereinafter by any amendment and supplement hereto. The property consists of 85 Units described below and in the attached exhibits and located on Route 35 North and Route 35 South along with the Beach Area.
- q. **"Recording Officer"** means the official designated or elected in Ocean County, New Jersey who has the legal authority and duty to keep and maintain the land records for that county and to record or file changes thereto.
- r. **"Rules and Regulations"** means the rules and regulations adopted by the Association, together with all amendments or supplements thereto. The Association is not required to record in the office of the Recording Officer or elsewhere either the original or any amendments or supplements to the Rules and Regulations.
- s. **"Unit"** means a separate parcel of real property as defined in Article IV. Unit also includes the 1.176% percentage interest ownership of the Common Elements pursuant to Article VII(a).

### III. GENERAL DESCRIPTION OF THE CONDOMINIUM

IV. Upon the recording of this Restated and Amended Master Deed, the Condominium will consist of all the Property legally described and graphically depicted in the attached Exhibits 3, 4, 5, and 6 hereto and other improvements now in existence or hereafter constructed upon the Property and falling within the perimeter of the tax lot lines depicted on the attached exhibits. The Property is defined as Block 25, Lot 4, Block 26, Lot 4, Block 36, Lots 13, 18, 22, and 24 as shown on the Tax Map of The Township of Brick, County of Ocean, and State of New Jersey. The Condominium residential dwellings shall be developed in three sections, the Bay Units, the Median Units, and the Ocean Units, together with the associated Common Elements. There are 13 Bay Units, 5 Median Units and 67 Ocean Units. As of the date of the

recordation of this Restated and Amended Master Deed, 12 of the residential dwellings in the Bay Units and associated Common Elements have been constructed and no other residential dwellings have been constructed. The Beach Area is not a Unit and is part of the Common Elements. Each Unit shall have an identifying number and shall be owned by the Unit Owner identified and as shown on the attached Exhibits. All of the Units and the respective Unit Owners are identified on Exhibit 1 (Chart of Unit Owners of the Osborn Sea-Bay Condominium and The Camp Osborne Condominium and Address and Tax Qualifiers (Pre-Subdivision and Post-Subdivision)). The Tax Assessor of the Township of Brick has assigned the Units new addresses and tax qualifier numbers. The former addresses and tax qualifiers and the new addresses and tax qualifier numbers for each Unit are identified on Exhibit 1.

DESCRIPTION OF UNITS.

- a. **Description of the Units.** All the Units are separate parcels of real property that include all the space above, below and on that specific parcel of ground noted on Exhibits 4 through 6. The horizontal perimeter boundary of the Unit is noted by the black line defining the rectangle bearing the Unit number and Unit Owner. The residential dwelling constructed on the specific parcel of ground and its contents, all improvements, all utilities to the perimeter of the Unit except as may be owned by the servicing utility, all appurtenant improvements, all structural elements, foundations, floors, pilings, walls, roofs, windows and interior finishes and property, affixed or unaffixed, to the centerline of any party wall are part of the Unit. The shared infrastructure of the duplex Ocean Units, including pilings, footings, foundations, roof, utility lines and exterior improvements of such duplex Ocean Units shall be deemed a subcategory of Limited Common Elements known as “Infrastructure Limited Common Elements” and shall be assigned to the affected duplex Ocean Units.
- b. **Appurtenant Improvements.** To the extent that they serve an individual Unit only and not any other Unit or any portion of the Common Elements, no matter where they are located, appurtenant improvements include the following: Any and all interior utility lines, pipes, vents and systems, including, but not limited to: (a) electrical components including wiring, fixtures, switches, outlets and circuit breakers; (b) water pipes, lateral and hose bibs; (c) sewer pipes, lateral and clean-outs; (d) vents and ducts; (e) telephone or other communication lines and wires; (f) master antenna, cable or satellite television equipment and security alarm system wiring; and (g) all fire suppression systems and sprinkler heads, if any, except where ownership is retained by a company, public utility, agency, the Association or other who provide service;
  - A. Any landing, stoop, patio, balcony, porch, stairway, walkway, and driveway serving the Unit and interior and exterior steps as well as all handrails appurtenant to the foregoing;

- B. Any fireplace, chimney, or flue;
- C. Any utility meters not owned by the public agency or company supplying utility service;
- D. Any equipment, appliances, machinery, mechanical or other systems including, but not limited to, all components of heating, ventilating and air conditioning systems located on the Common Elements;
- E. Any components of all interior and exterior doors, shingles, glass, sills, screens, frames, sashes, flashing and their mountings to the exterior of the Building containing the Unit and any other part or appurtenance of their respective systems;
- F. Hot water heater serving the Unit exclusively;
- G. The heating/ventilation/air conditioning system which serves only one Unit, whether or not located within the interior air space of the Unit, including, but not limited to, compressors, heat pumps and other machinery which may be located within the walls or exterior of the Unit; and
- H. All entry lights associated with the Units (front entry lights, side entry lights and balcony lights serving a Unit).

## V. LOCATION OF CONDOMINIUM UNITS

In interpreting the provisions of this Restated and Amended Master Deed or subsequent deeds and mortgages to individual Units, the actual locations of each Unit is deemed conclusively to be the property intended to be conveyed, reserved, or encumbered on the attached schedules despite any minor deviations either horizontally or vertically from the proposed locations indicated on the Exhibits hereto or on any Amendment and Supplement.

## VI. DESCRIPTION OF COMMON ELEMENTS

- a. **General Common Elements.** The remaining portion of the lands and premises described above not otherwise contained within or a part of the Unit with all improvements constructed and to be constructed thereon and all appurtenances thereto are the “Common Elements”, which can either be General Common Elements or Limited Common Elements. Unit Owners own all the interests in real estate associated with their Units and are solely responsible for and charged with the cost of construction, maintenance, and repair of the Units. The General Common Elements for the Property in general include, but are not limited to all roads, curbs, walkways, paths, retaining walls, trees, shrubs, storm water management facilities and the Beach Area, all common utility services. The Board shall be permitted to grant access and egress to the Beach Area to third parties other than Members and to charge the third parties a reasonable access fee for the use of



the Beach Area. The Board shall be permitted to grant utility easements to the common utility company services for the purpose of constructing, maintaining, and repairing common utility services in the Property.

- b. **Limited Common Elements.** Portions of the Common Elements are set aside and reserved for the restricted use of certain Units to the exclusion of all other Units. With regards to Bay Units 11 and 12 the area between the Bulkhead and the Unit is a Limited Common Element as noted in Paragraph VI(e) below. With regards to the duplex Ocean Units, the shared infrastructure including pilings, footings, foundations, roof, utility lines and exterior improvements that are shared by each duplex Ocean Unit shall be deemed Infrastructure Limited Common Elements assigned to the affected duplex Ocean Units. The Unit Owners are responsible for the maintenance and repair of the Limited Common Element appurtenant to their Units. With regards to the Infrastructure Limited Common Elements, the affected Unit Owners shall share equally in the maintenance and repair of the Infrastructure Limited Common Elements appurtenant to the affected Units.
- c. **Maintenance, Repair and Replacement of the Common Elements.** The Association shall be responsible for the maintenance and repair of the General Common Elements of the Condominium. The Unit Owners are responsible for the maintenance and repair of the Limited Common Element appurtenant to their Units. The Association shall have the right to treat certain repairs to the Units or Infrastructure Limited Common Elements as it would treat a repair to the Common Elements under certain circumstances. If Unit Owners cannot agree among themselves on how to repair an Infrastructure Limited Common Element or are unwilling or unable to effectuate a repair to their Unit or its Infrastructure Limited Common Elements, or if an emergency arises with respect to an Owner's Unit, the Association shall have the right but not the obligation to treat the issue as it would an issue with the General Common Elements and complete the necessary repair and the affected Unit Owner shall be assessed the full cost of the repair. The affected Unit Owners shall have the right to the notice provisions and process provided in the Bylaws of the Association. If the offending Unit Owner does not pay the invoice within the time required by the Bylaws, the Association shall have the same rights to pursue legal remedies for the collection of these monies as the Association has for the payment of maintenance fees as set forth in the Bylaws, including the right to create a lien and the remedy of foreclosure. The Association shall have the right to promulgate, adopt, amend, publish, and enforce such Rules and Regulations as it may deem, in good faith, reasonably appropriate or necessary to regulate the maintenance and use of the Common Elements for the safety and enjoyment of the Unit Owners. In addition to the foregoing rights, the Association has the right to protect the visual appearance of the Units and to maintain the integrity, safety, aesthetic appearance, value and neighborhood community, architectural standards,

and visual harmony such that the Association shall have the right to compel the maintenance and repair of the Units and Limited Common Elements that are the responsibility of Unit Owners. The Association may also adopt and enforce rules and regulations that may include, but are not limited to schedules, standards, specifications, material, colors, manufacturers, etc.

- d. **Rights to Use Limited Common Elements.** Unit Owners' rights to use the Limited Common Elements and the Infrastructure Limited Common Elements appurtenant to their Unit cannot be transferred apart from the conveyance of title to the Unit.
- e. **Tidelands License and Fee.** The existing Tidelands license, required by the State of New Jersey DEP, establishes the annual license fee to be paid by the Association and the Owner(s) of Bay Unit 11 for their respective portions of the area included in the license. The bulkhead and boardwalk are General Common Elements and are open for use by all Unit Owners. The annual Tidelands fee for the bulkhead and boardwalk portion of the license will be paid by the Association. The remainder of the fee, for the "land under water" portion of the license, will be paid by the Owner(s) of Bay Unit 11 based on the respective share of the "land under water" area, consistent with the historical and current usage of this area. The Board will assess the Owner(s) of Bay Unit 11 annually for their share of the Tidelands License Fee.
- f. **Destruction of the Units and the Common Elements and Limited Common Elements.** In the event a fire, storm or other natural casualty destroys all or part of the Units and the General and Limited Common Elements, the Board shall call a meeting of those members in good standing within 60 days of the date of the casualty to determine whether the Units and the General and or Limited Common Elements are to be reconstructed.
  - A. In the event less than 2/3rds of the Units are affected by the event, then and in that event, the Board shall have the right but not the obligation to cause the Units to be restored, compelling the use of insurance proceeds, if available, or using insurance proceeds payable to the Association. If reconstruction is required under this Paragraph, the Unit Owners shall be obligated to repair and replace their Units and their Limited Common Elements within 24 months of the date of the event. All funds expended by the Board in reconstruction including the costs of approvals and permits and building plans shall be deemed common expenses to be shared by those affected Unit Owners. In the event the Unit Owners in a duplex Unit cannot agree on whether to repair and or when to repair, the affected Unit Owners shall have the right to bring the dispute before the Board for a resolution of the dispute. The Board shall have the right to

conduct a hearing and to make a determination as to the dispute in accordance with the provisions of the Bylaws. In the event a duplex Unit owner is unable or unwilling to repair the Unit within 24 months of the date of the event, the Unit Owner shall list and sell the Unit at a reasonable market price supported by a marketing study prepared by a duly licensed real estate broker. In the event a Unit Owner is obligated to sell the Unit hereunder and fails to undertake the sale, the Association shall have the right to compel a sale of the Unit in accordance with the process set forth in the Bylaws.

- B.** If 2/3rds of the Units or more are affected by the event, the Board shall be obligated to require the reconstruction of the Units only in the event 2/3rds of the Unit Owners whose Units are destroyed or damaged and who are in good standing vote for reconstruction. In the event the Unit Owners vote for reconstruction, then the Board shall take such actions as are required to reconstruct the Units and the Common Elements. All funds expended by the Board in reconstruction including the costs of approvals and permits and building plans shall be deemed common expenses to be shared by those affected Unit Owners. All duplex Unit Owners shall be obligated to make their insurance proceeds available for reconstruction.
- C.** In the event the Unit Owners decide not to reconstruct in the case where more than 2/3rds of the Units are destroyed, then and in that event, the Board shall cause the affected portion of the Property to be liquidated in accordance with the terms and provisions set forth in the Bylaws and the proceeds distributed equally to the affected Unit Owners.
- D.** In the event a duplex Unit Owner is obligated to reconstruct and fails to participate, cooperate, consent, and take such actions as are required by the Board and continues said failure 30 days from the date of written notice from the Board, the Board may act in the place of the Unit Owner as their attorney in fact and proceed to take such actions as are required to reconstruct the Unit. All funds expended by the Board in this endeavor shall constitute a lien against the affected Unit.
- E.** All duplex Unit Owners shall be obligated to maintain a homeowner's insurance policy covering their units for 100% of the replacement cost of the Unit and for \$500,000.00 in personal liability as well as a minimum of \$250,000.00 in fire insurance bearing the terms required by the Association to allow the duplex Unit Owner to rebuild and or repair the unit in the event of disaster. The Association must be added as an interested party on all unit owners' insurance policies. All duplex Unit

Owners shall provide a copy of the insurance declaration page to the Association on an annual basis. The duplex Unit Owners insurance policy must provide written notice to the Association in the event of a notice of termination by the insurance company. If a duplex Unit Owner refuses to provide evidence of insurance, the Association, after written notice, at its discretion, may secure a policy for the Unit and assess the full cost of the insurance to the Unit owner. If the duplex Unit Owner does not pay a written invoice from the Association for the cost of the insurance when presented, the Association shall have the right to treat the unpaid fees in the same manner as unpaid monthly maintenance fees with such remedies as exist for same including the creation of a lien and the remedy of foreclosure pursuant to the process set forth in the Bylaws.

- F. The Association shall have the right to purchase a property damage and personal injury insurance policy insuring all or a portion of the replacement cost of the insurable improvements in the Condominium and insuring the Unit owners, their invitees, and licensees for personal injury in accordance with the terms and provisions of the Bylaws.

## VII. ESTATE ACQUIRED AND MEMBERSHIP INTEREST

- a. **Estate Acquired.** The Owner of each Unit shall hold such an estate therein as may be acquired by grant, by purchase or by operation of law, including an estate in fee simple, and acquired as an appurtenance thereto together with an 1.176% undivided percentage interest in the Common Elements of the Condominium, which cannot be divided from the Unit to which it appertains. In the event Units are merged, the interest held by the unit Owner shall be cumulative.
- b. **Ownership and Conveyance of Units.** Each Unit is a separate parcel of real property that is owned and that may be conveyed; and devised, inherited, transferred, or encumbered along with its undivided percentage interest in the Common Elements, in the same way as any other parcel of real property, independently of all other Units, subject to the provisions of this Restated and Amended Master Deed, the Bylaws and the Condominium Act. No part of any Unit can be conveyed, devised, inherited, transferred, or encumbered apart from the whole of the Unit and its undivided interest in the Common Elements. All taxes, assessments and charges that become liens on a Unit apply only to that individual Unit and not to the Condominium as a whole or to other Units.
- c. **Ownership of Common Elements.** Common Elements are owned in common by all Unit Owners and no one else. The Common Elements must remain undivided and Unit Owners are not permitted to bring an action for partition or division of the whole or any part thereof. Ownership of each Unit includes that Unit's respective undivided percentage interest in the Common Elements.

- d. **Percentage of Interest.** The individual Units hereby established which are to be individually conveyed, and the undivided percentage interest of each Unit in the Common Elements of each Unit is accordingly 1.176% (100 divided by 85). In the event a Unit Owner combines two or more Units, the percentage of interest per Unit would remain unchanged.
- e. **No Conveyance of Undivided Interest.** The Unit Owners agree that the undivided percentage interest in the Common Elements and the individual title to the respective Units conveyed hereunder cannot be separately conveyed, transferred, alienated, or encumbered, and each of the undivided interest is deemed to be conveyed, transferred, alienated, or encumbered with its Unit even though the description in the instrument of conveyance, transfer, alienation, or encumbrance may refer only to the individual title to the Unit. The Unit Owners covenant that any conveyance, transfer or alienation of any Unit conclusively includes all such Unit Owner's right, title and interest in the Condominium and any encumbrance on any Unit also conclusively attaches to all of the interest of that Unit Owner.
- f. **Membership of Unit Owners in the Condominium Association.** Upon becoming the owner of a Unit, every Owner automatically becomes a Member which membership is held until their ownership of a Unit ceases. Other than incident to a lawful transfer of title to a Unit, Association membership is not transferable.
- g. **Voting.** Each Unit Owner in good standing pursuant to Article IV of the Bylaws is entitled to cast one vote for each Unit to which that Owner holds title. In the event a Unit Owner combines two or more Units, that Unit Owner will be entitled to cast a vote for each Unit regardless of whether it has been merged.
- h. **Compliance by Owners.** Each Owner or occupant of a Unit must comply with and assume ownership and/or occupancy subject to laws, statutes, rules and regulations, resolutions, ordinances or other judicial, legislative, or executive "law" of governmental authorities having jurisdiction over the Condominium, the provisions of this Restated and Amended Master Deed, the Certificate of Incorporation, the Bylaws, the Rules and Regulations and any other document, as well as any amendments or supplements. Failure to comply with any of the foregoing is grounds for commencement of an action for the recovery of damages or injunctive relief, or both in any tribunal having jurisdiction of any person or legal entity violating or attempting to violate or circumvent any of the aforesaid and against any Unit Owner to enforce any lien imposed as per this Restated and Amended Master Deed. Failure to enforce covenants herein contained for any period of time is not, under any circumstance, a waiver or estoppel of the right to thereafter enforce same.

## VIII. ASSESSMENTS

- a. **Common Expenses.** Each Unit Owner is to contribute toward the expenses of administration, maintenance, repair and replacement of the Common Elements, expenses declared common by this Restated and Amended Master Deed or the Bylaws and the expenses of administering and maintaining the Association and all of its real and personal property in such amounts as are from time to time found by the Association to be necessary, including, but not limited to repair, replacement and operation of recreation facilities in the Beach Area, including but not limited to the cost of Lifeguards, equipment and services related to the operation, maintenance and care of the Beach Area; the costs of carrying out the duties and powers of the Association; compensation of Association employees; insurance premiums and expenses relating thereto; taxes which may be assessed against the Association or its property; the cost of utility service supplied to the Common Elements or to each individual Unit by any utility supplier, but is metered and billed to the Association; and any other expense of the Association set forth herein, in the Bylaws or which may be designated by the Board as Common Expense. No Unit Owner may be exempted from contributing toward such expenses by waiver of the use or enjoyment of the Common Elements or the community recreation facilities, if any, or by abandonment of his/her Unit. Payment of the Common Expenses are to be made in the amount and at the frequency determined by the Board and are to be delivered to the Association at its principal office or to such other place the Board designates.
- b. **Liens in Favor of the Association.** All charges and expenses chargeable to any Unit by the Association in accordance with this Restated and Amended Master Deed and the Bylaws constitute a lien against said Unit in favor of the Association. That lien is prior to all other liens except (a) assessments, liens, and charges for taxes past due and unpaid on the Unit and (b) liens established pursuant to bona fide and duly recorded Mortgages. The charges and expenses represented in the annual Common Expense Assessment or maintenance fees become effective as a lien against each Unit on the first day of each year. Additional or added assessments of any type of fee, amounts ordered as per Article VII of the Bylaws, fines, charges, expenses, and water and sewerage user fees, if any, chargeable to the Units and not covered by the annual Common Expense Assessment, become effective as a lien against each Unit as of the date when the expense, fine or charge giving rise to such additional or added assessment is levied or incurred. If the assessment, charge, or other expenses giving rise to any lien remains unpaid for more than 30 days after the due date, the Association will begin charging interest on the outstanding balance at the rate of the lower of (i) 24% per annum compounded monthly or (ii) the highest rate provided by law. All liens may be recorded in accordance with N.J.S.A. 46:8B-21 and foreclosed on by suit in the Association's name in the same manner as a foreclosure by of a mortgage on real property. In the event of foreclosure, in

addition to the Common Expense and other assessments or amounts dues, the Association is entitled to recover the expenses of the action, including interest, court costs and reasonable attorney and paraprofessional fees. The Association's right to foreclose its lien is in addition to any other remedies available at law or equity including the right to proceed personally against the delinquent Unit Owner for the recovery of a personal judgment. Suits to recover money judgments for unpaid assessments, fines, interest, or other charges may be maintained without waiving the lien securing them. The title acquired by any purchaser following any foreclosure sale or sheriff's judgment sale is subject to all provisions of this Restated and Amended Master Deed, the Bylaws, The Rules and Regulations and the Condominium Act; and by so acquiring title to the Unit the purchaser automatically agrees to abide by and be bound by the above.

- c. **Payment of Expenses Out of Proceeds of Sale.** Upon the sale, conveyance, or other lawful transfer of title to a Unit, all unpaid assessments, interest, fines and all other charges and expenses of whatever nature chargeable to the Unit must first be paid out of the sales price or by the acquirer in preference to any other assessment except (a) assessments, liens, and charges for taxes past due and unpaid on the Unit and (b) payments due under any bona fide duly recorded Mortgage instruments.
- d. **Liability of Purchaser for Assessments Due Association and Certificates of Payments.** Any persons who acquire title to a Unit are jointly and severally liable with their predecessor in title for the amounts owing by the latter to the Association up to the time of the transfer of title, without prejudice to the acquirer's right to recover from the predecessor in title the amount paid by them as joint debtor. Any contract purchaser of a Unit may request in writing that the Association provide them with a certificate setting forth the amount of unpaid assessments or other debts owed to the Association. The written request is to include the names of all persons who will reside in the Unit and the anticipated closing date. The Association will provide the certificate within 10 days after receipt of the request. Liability for the payment of amounts due the Association does not attach to a Unit's purchasers following a mortgage foreclosure or sheriff's judgment sale, but the Association is entitled to payment therein out of the proceeds of sale as provided by law.
- e. **Covenant to Pay Assessment.** Every Unit Owner, by acceptance of a deed or other documents of conveyance of an ownership interest in a Unit, whether or not it is expressed in any deed or other document of conveyance, is deemed to covenant to pay the Association all assessments and other sums contemplated in this Restated and Amended Master Deed and Bylaws.
- f. **Liability for Assessments.** No Unit Owner may waive or otherwise avoid liability for Common Expenses by not using the Common Elements. All assessments, fines and other charges against a Unit or its Unit Owners are a continuing lien on the

Unit against which they are assessed and are the joint and several personal obligations of all Owners of the Unit at the time the assessment, interest, fine or other charge fell due and of each subsequent record Owner of the Unit, excepts as otherwise contemplated above, together with such interest thereon and cost of collection including reasonable attorney and paraprofessional fees.

- g. Annual Common Expense Assessments.** It is the affirmative and perpetual obligation of the Board to fix annual Common Expense Assessments in an amount at least sufficient to maintain and operate the Common Elements, the Property and Association affairs as contemplated by this Restated and Amended Master Deed, the Bylaws or as required by the Condominium Act; and to pay all expenses of the Association for benefits derived by the Unit Owners. The Common Expense Assessment is to be determined in the Board's good faith and reasonable discretion. The annual budget shall be prepared by the Board and shall be, to the extent practicable, distributed to the Unit owners 30 days prior to the annual meeting of the Association as set forth in the Bylaws. Written notice of the annual Common Expense Assessment shall be provided to the Unit Owners in the manner provided in Article VII of the Bylaws. The Board shall have the right to make reasonable adjustments to the annual budget.
- h. Use of Annual Common Expense Assessments.** The annual Common Expense Assessment levied by the Board shall be used exclusively for promoting the health, safety, and welfare of Members, including, but without limitations: road repair, road maintenance, street lighting, if any, refuse or recyclable collection; snow and ice clearing, Beach Area maintenance, repair and replacement of the applicable General Common Elements or any other improvements on the Property or elsewhere for which the Association is responsible, including roadways, streets, parking areas and beach area maintenance and repair of fences and walls that are part of the Common Elements; payment of applicable common taxes and insurance premiums; costs and expenses incidental to the Association's operation and administration and such other items as the Board from time to time deems appropriate. The Common Expense Assessment cannot be used for capital improvements.
- i. Allocation of Common Expense.** The annual Common Expense Assessment will be allocated among all the Units declared to be in the Condominium. Each of the Units will be assessed an equal share of the annual Common Expense Assessment.
- j. Annual Common Expense Assessment Not Made.** If an annual Common Expense Assessment is not made as required, such an assessment is presumed to have been made in the amount of the prior fiscal year's Common Expense Assessment.



- k. Due Dates of Annual Common Expense Assessment.** The annual Common Expense Assessments shall be billed annually, either by email or by U S Postal Service. The Board will provide an annual budget in support of the total annual assessment and that shall be presented and reviewed at the annual Owners meeting. The meeting shall be scheduled and shall take place no later than June 1 of the current year. Each Unit Owner shall have the obligation to pay the assessments within 30 days of their receipt of the invoice for the Common Expense Assessment. The Association may charge Unit Owners an interest rate of the lower of (i) 24% per annum compounded monthly or (ii) the highest rate permitted by law in the event the Unit Owners fails to pay its monthly Common Expense Assessment within the time permitted, time being of the essence for the payments.
- l. Emergency Common Expense Assessment.** In the event the regular Common Expense Assessment is not sufficient for an immediate need or emergency, the Board may levy an Emergency Common Expense Assessment. The determination of an immediate need or emergency is at the Board's sole and absolute discretion. Notice of any Emergency Common Expense Assessment shall be made in writing delivered to the Unit Owners in accordance with Article VII of the Bylaws. The notice is to specify the due dates of the Emergency Common Expense Assessment and any installments thereof. Within 30 days of any Emergency Common Expense Assessment, the Board is to memorialize by written resolution the factual basis of and the fact that an Emergency Common Expense Assessment was made.
- m. Special Common Expenses Assessment, Bulk Real Estate Tax Bills.** In addition to all other type of assessments authorized herein, in any assessment year the Board may levy a Special Common Expense Assessment to defray in whole or in part the cost of any responsibility of the Association, including but not limited to, the cost of any unforeseen operating expenses, any reconstruction, unexpected repair or replacement of an existing Common Element, capital improvement not determined by the Board to constitute an emergency or immediate need, but for which funds held in reserve are inadequate. If a Special Common Expense Assessment exceeds \$75,000.00 in total to the membership, it must be authorized by the affirmative vote of a majority of members in good standing. The vote shall be taken at a meeting duly called for such purpose upon written notice stating the purpose of the meeting sent to all Unit Owners pursuant to Article VII of the Bylaws. The due dates of any Special Common Expense Assessment or any installments thereof, may be fixed in the Board resolution authorizing the Assessment. All real estate property taxes, special assessments and other charges imposed by taxing authorities are to be separately assessed against and collected on each Unit and its undivided percentage interest in the Common Elements as a single parcel, as provided by the Condominium Act. If any such taxes, assessments or charges are not separately assessed or taxed to each Unit, then the Owners of each Unit must pay their

proportionate share thereof in accordance with the percentage undivided interest in the Common Elements and the Board must levy and collect a Special Common Expense Assessment for any such year, if necessary.

- n. **Special Hurricane Sandy Restoration.** The Ocean Units and Median Units and the corresponding General Common Elements and the Limited Common Elements were destroyed on October 29<sup>th</sup>, 2012 by Superstorm Sandy. Complete destruction of the Units and the General Common Elements and Limited Common Elements is an extraordinary event that was not foreseen or predictable in any manner. Of the 13 Bay Units, 8 were damaged beyond repair and have since been rebuilt. The utilities, water, sewer, gas, and electric serving the Bay Units were damaged but not destroyed. All utilities serving the Bay Units have since been repaired or replaced by the respective authority. The Board undertook and has undertaken an approval process with all Federal, State, County, and municipal agencies for the purpose of reconstructing the Bay Units, Median Units and Ocean Units and Infrastructure Common Elements. All expenses incurred by the Board to date are hereby ratified and confirmed by all Unit Owners with the execution and recordation of this Restated and Amended Master Deed. Going forward, the Board will continue to pay expenses related to the restoration of the destroyed General Common Elements and Limited Common Elements. These expenses shall be considered “Special Road and Utility Improvement” expenditures and shall be collected and expended by the Board in its reasonable discretion. From and after the date that the Board has obtained all approvals to restore the Property, it is the intent of the Board to commence construction of the utility infrastructure and roads such that the Ocean and Median Unit Owners may construct their Units in accordance with the approved site plan and, where applicable, the architectural plans approved by the Township of Brick. To this end, and except as expressly set forth in Paragraph VIII(o) below, the Board, in its reasonable discretion may levy a Special Road and Utility Improvement Expense Assessment to all Unit Owners for the purpose of: (i) acquiring or constructing any new capital improvement on the Property; or (ii) obtaining the easement rights for and constructing any road in connection with the redevelopment of the Property, as contemplated in this Restated and Amended Master Deed. For purposes of this Paragraph ‘capital improvement’ means any improvements to the Property with a useful life in excess of one year. The due date of any Special Capital Road and Utility Improvement Expense Assessment or any installments thereof, may be fixed in the resolution of the Board authorizing the Assessment. Once collected, the Board shall have the right to take such actions, sign such general contracts (including agreements for the acquisition of easement rights in connection with the development (or reimbursement therefor) and maintenance of Cummins Street and post such bonds as may be required to carry out the foregoing restoration and development. The

restoration and development may be undertaken or paid for by the Board or may be undertaken by a general contractor retained by the Board in its reasonable discretion and paid from the proceeds of the Special Road and Utility Improvement Expense Assessment. If payment for said Special Road and Utility Improvement Expense Assessment is not made by a Unit Owner within 30 days of the date of an invoice from the Board, a lien will be placed on the Unit of said delinquent Unit Owner and the Association shall have the right to seek a cease-and-desist order from any construction on the Unit until there is full payment of the infrastructure charge.

- o. Reconstruction of the Median and Ocean Units.** Due to the destruction of the utility infrastructure in the Median and Ocean sites and the unique nature of reconstructing the Ocean Units and Median Units as well as the installation of water, sewer, gas, and electric for such Units, the Board will assess (i) the Unit Owners of the Ocean Units and the Median Units the cost to reinstall the water and sewer serving the Ocean Units and the Median Units and (ii) the Unit Owners of the Ocean Units for the additional cost JCPL charges to the Association to install underground electric service serving the Ocean Units (as opposed to above ground service to the Ocean Units). All future utility credits or refunds available and issued by the corresponding utility authority will be available to those affected Unit Owners exclusively. Due to the unique nature and proximity of the Ocean Side units the Board shall interview and vet qualified developers for the purpose of being the exclusive common developer (the “Common Developer”) of all 67 Ocean side Units. If the Common Developer installs underground electric service serving the Ocean Units, the cost of such installation will be paid for by the Unit Owners of the Ocean Units either pursuant to a special assessment levied by the Board or through an indirect supplemental utility fee charged by the developer payable in connection with the construction of each Ocean Unit in accordance with such Unit Owner’s contract with the Common Developer. If payment for said special assessment is not made by a Unit Owner within 30 days of the date of an invoice from the Board, a lien will be placed on the delinquent Unit and the Association shall have the right to seek a cease-and-desist order from any construction on the Unit until there is full payment of the infrastructure charge. Each of the Units shall be reconstructed by each of the Unit Owners at their sole cost and expense within 24 months of the date the Association serves the Unit Owners with a written Notice to Proceed (subject to delay caused by the non-performance of the Common Developer). Written Notice to Proceed shall be given once the Association has (1) obtained all permits for reconstruction, (2) obtained all approvals for reconstruction, (3) executed an agreement with the Common Developer for all Units for the reconstruction of the Units; (4) satisfied all the conditions set forth in the Common Developers’ contract to be satisfied by the Association, and (5) obtained all off-site easements and agreements required for the construction of the Common Elements. The Unit

Owners shall construct their Units in accordance with the plans and approvals approved by the municipality and in accordance with such rules and regulations as may be published by the Board. The Board shall have the right to select the Common Developer that the Unit Owner shall employ to reconstruct the Unit. In the event the Unit Owner does not reconstruct its Unit within the time set forth in this Restated and Amended Master Deed, the Association shall have the right to undertake the Unit Owners obligation on its' behalf in which case all monies spent by the Association under this Paragraph shall (i) constitute a lien against such Unit for which the work is commenced and/or completed, and (ii) the Association may compel a sale of the Unit in accordance with the process set forth in the Bylaws.

- p. **Remedial Common Expense Assessment.** In addition to other assessments herein authorized, the Board may levy a Remedial Common Expense Assessment against any individual Unit whenever required or permitted to do so by this Restated and Amended Master Deed, the Bylaws or the Association's Rules and Regulations that authorizes the levying and collection of a Remedial Common Expense Assessments. The Board may undertake maintenance and repairs and replacements to Units or Limited Common Elements, for which Unit Owners are responsible pursuant to this Restated and Amended Master Deed and have not performed to the Board's reasonable satisfaction. The cost of such maintenance, repair and replacement undertaken by the Association's personnel, contractors or other representatives shall be charged to the responsible Unit Owner(s) as a Remedial Common Expense Assessment.
- q. **Interest in Common Surplus.** Any Association common surplus resulting from an excess of income over expenses that the Board, in its sole discretion, opts to refund to Unit Owners, must be allocated among the Members in the same way those expenses were assessed.

#### IX. MAINTENANCE RESPONSIBILITIES

- a. **Maintenance of Units by Unit Owners.** Unit Owners, at their own cost and expense, must promptly furnish, perform and be responsible for all maintenance, repairs and replacement to his/her Unit and Limited Common Element, if any, and Infrastructure Limited Common Elements in accordance with the requirements of this Restated and Amended Master Deed, the Bylaws and any Association Rules and Regulations. Except as provided herein and in particular, by way of example, but not limitation, maintenance, repairs and replacements of the roofing, siding, plumbing fixtures and systems, electrical wiring and receptacles, air conditioning and heating devices, lighting fixtures, landings, driveways, stoops, balconies, walkways, porches, patios, stairways, exterior siding and walls and exterior steps and appurtenant railing, driveways or part of any Unit that are not General Common Elements are Unit Owner responsibilities, at their expense.

Anything constructed in the interior of the Unit is the obligation of the Unit Owner to repair. All the foregoing are parts of the Units and the Unit Owners' responsibility. The Association or Brick Township is responsible for snow and ice clearing from roadways. The Association, its agents and employees may affect emergency or other necessary repairs that a Unit Owner fails to perform. Any expense so incurred is the responsibility of the Unit Owner affected thereby.

Each Unit Owner shall be responsible the maintenance, repair, and/or replacement of all exterior components of the Owner's Unit, including but not limited to shutters, trim, landings, stoops, driveways, walkways, balconies, siding, patios, privacy fences, exterior stairways, exterior steps, and porches that are associated only with the Unit. The Association, its agents, and employees, may affect, at its sole discretion, emergency or other repairs and assess the cost of those repairs to the Unit Owner(s) through a Remedial Common Expense Assessment. The Association shall provide the Unit Owner(s) with written notice of any maintenance, repair and/or to those exterior components that the Association in its reasonable discretion deems necessary. Except for emergency repair, the Unit Owner(s) shall have thirty (30) days from the receipt of the Association's notice to undertake and complete such maintenance, repair and/or replacement at the Owner's expense. In the event that the Unit Owner fails to undertake or complete any necessary maintenance, repairs and/or replacement, the Association may undertake any repairs or replacements which the Unit Owner failed to perform and recover all costs associated therewith, along with interest at the highest rate permitted by law, as well as any reasonable counsel fees and costs, by levying a Remedial Common Expense Assessment against the Unit.

Each Unit Owner's responsibility shall include by way of example, but not by way of limitation:

- A.** All interior and exterior cleaning, painting and/or staining, maintenance, repair, and the replacement of the Unit, including, but not limited to the exterior siding, roofs, shutters, trim, stone cladding, concrete, columns, windows, window wells, doors and garage doors, foundations, footings, and pilings.
- B.** The cost of all cleaning, painting and/or staining, and general maintenance, repair, and replacement of driveways, porches, stoops, steps, patios, landings, balconies, shutters, gutters, walkways, fireplace, patios, chimney, flues, and all portions of the Units.
- C.** All cleaning, painting and/or staining, maintenance, repair and/or improvement to the Unit for which the Association is not responsible.
- D.** Snow and ice clearing from landings, stoops, steps, stairs, driveway, patios, porches, balconies, porch roofs (including icicle formations), and entry roof areas (including icicle formations).
- E.** Cleaning, clearing, maintenance, repair and/or replacement of any utility lateral (water, sewer, gas, or other) and lines located in, upon, over, under or through the Common Elements, any lot, or any Unit and only serving

the Owner's Unit, provided any or all of the foregoing responsibility are not expressly made the responsibility of the private or governmental utility providing the service; and

- F. Maintenance of any supplemental landscaping permitted by the Association, if any.
  - G. The size, configuration, color, material, and style of all exterior components of the Unit that are repaired or replaced by an Owner shall be functionally and visually equivalent in type and quality to those already constructed and as shown on the Development Plans. Owners must refer to the original construction details to ensure that there is no material deviation from these requirements. All Units (including exterior components) and Limited Common Elements must not be enlarged, modified, stained, painted, sealed, or treated in any manner unless approved by the Association. All repairs to and replacements of Units and Limited Common Elements must duplicate, as close as feasible, the Unit and Limited Common Elements originally constructed.
  - H. Owners shall perform all maintenance, repairs and/or replacements to their Units in a routine manner to ensure that the Units are always maintained in a good aesthetic condition.
- b. **Responsibility of the Association.** The Association must furnish the maintenance, repairs and replacements required for the General Common Elements including but not limited to the Beach Area, parking area, roadways, common sidewalks, common walkways, common fences, and walls, as applicable.
  - c. **Access to Units.** The Association has the irrevocable right, to be exercised by the Board or Association managing agent, to have access to each Unit during reasonable hours for the maintenance, repair, or replacement of any of the Common Elements therein or accessible there from or for making emergency inspections or repairs therein necessary to prevent damage to the Common Elements or to any Unit. Prior notice is to be given to the Unit Owner or occupant, except in the case of an emergency.
  - d. **Damage Due to Negligence, Omission or Misuse.** If damage is caused to the Common Elements or to the Units owned by others, or maintenance, repairs or replacements are otherwise required due to the negligent act or omission of or misuse by a Unit Owner, or a member of the Unit Owner's family or household, pet, guest, occupant or visitor (whether authorized or unauthorized by the Unit Owner); the responsible Unit Owner is liable and must pay for any such damages, liability, costs and expenses, including reasonable attorney and paraprofessional

fees, caused by or arising out of such circumstances as a Remedial Common Element Assessment.

## X. EASEMENTS

- a. **Unit Owner Easements.** The Unit Owners have an easement for ingress and egress in, on, over and across the Common Elements. If any portion of the Common Elements encroaches on any Unit, or vice versa, or if a portion of one Unit encroaches on another Unit, a valid easement for the encroachment and for the maintenance of the easement exists for so long as it stands. This provision shall not be enforced in a manner than unreasonably materially interferes with a Unit Owner's use and occupancy of the Unit.
- b. Association Easements.
  - A. The Association has a perpetual easement for the maintenance and replacement of any General Common Element, including those which may presently or hereafter encroach upon a Unit; and the Association, through the Board or any managing agent, or their respective agents or employees, have the perpetual and nonexclusive right of access to each Unit to inspect the Unit, remedy any violation of the provisions of this Restated and Amended Master Deed, the Bylaws or Rules or Regulations and to perform any operations required in connection with the maintenance, repair or replacement of or to the Unit, the Common Elements or any equipment, facilities, systems or fixtures affecting or serving the Unit, other Units or the Common Elements, provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Unit Owner. In cases of emergency, such right of entry is immediate whether the Unit Owner is present or not. This provision shall not be enforced in a manner that unreasonably materially interferes with a Unit Owner's use and occupancy of the Unit.
  - B. The Association reserves the following easements with respect to the Units. This provision shall not be enforced in a manner than unreasonably materially interferes with a Unit Owners use and occupancy of the Unit.
    1. An easement is reserved to the Association over the General Common Elements and Limited Common Elements to install, maintain, or convey ownership and responsibility to a municipal utility department or authority or private utility company or others for any utility meters, lines, wires, conduits, pipes, and other facilities necessary for the proper maintenance of the Common Elements or systems servicing the Property or Units.

2. A perpetual, blanket, and nonexclusive easement in, on, over, under and across and through the Common Elements for surface water runoff and drainage caused by natural forces and elements, grading or the improvements located on the Property. Unit Owners must not in any way directly or indirectly interfere with or alter the drainage and runoff patterns, systems, and improvements within the Condominium.
  3. A perpetual, blanket, and nonexclusive easement in, on through, under and across the Common Elements for the purpose of construction, installation, maintenance and repair of lines, conduits, meters, utilities, and other facilities necessary for the operation of a private cable, satellite, or other type of master television system.
  4. The right to assign and to grant future easements to neighboring properties to permit the grantee to connect into one or more of the water, storm sewer, sanitary sewer, gas, electric or other utility systems servicing the Condominium all for the benefit and enjoyment of the neighboring properties; provided that the grantee of any such easement is obligated to pay its pro rata cost of connection to and maintenance of its connections to said systems and lines.
  5. The right to assign and to grant future easements for pedestrian access between adjacent properties for the benefit and enjoyment of the neighboring properties, provided that the grantee of any such easement is obligated to maintain such pedestrian easement.
  6. The right to assign and to grant future easements for drainage and utilities across the Property and to acquire easements for the benefit of the Condominium.
  7. The right to assign access and egress to the Beach Area to those third parties that are entitled to same by virtue of a grant of easement made prior to date of the recordation of this Restated and Amended Master Deed. The Association shall have the right to assess third parties a reasonable fee for the rights of access and egress to the Beach Area.
- c. **Mortgagee Easements.** Any Mortgagee, its officers, agents, and employees, have a blanket, perpetual and nonexclusive easement to enter the Condominium or any part thereof to inspect the condition and repair of the Common Elements or any Unit encumbered by a First Mortgage owned, insured, or guaranteed by it. This right is to be exercised only during reasonable daylight hours and then, whenever practicable, only after advanced written notice to and with the permission of the Board, for Common Elements or of the Unit Owner, for a Unit.



- d. **Municipal Easements.** The Condominium is subject to a blanket, perpetual but nonexclusive easement of unobstructed ingress and egress from, access to and travel within, on, over, under, across and through to the Municipality within which the Condominium is located, its respective officers, agents and employees (but not the public in general), and all police, fire, ambulance and other emergency personnel in the proper performance of their respective duties and for emergency or other necessary maintenance, repair or replacement of the Common Elements which the Association has failed to perform. Except in the event of emergencies, the right accompanying this easement must be exercised only during reasonable hours and, whenever practicable, only after advance notice to and with permission of the Board for Common Elements and Unit Owners directly affected.
- e. **Utility Easements.** The Condominium is subject to a blanket, perpetual and nonexclusive easement in, on, over, across and through the General Common Elements and Limited Common Elements for the purpose of installation, maintenance, repair and replacement of all sewer, water, electric, power, gas, telephone, security alarm, satellite or cable or other type of television, fire suppression, facilities, equipment, mains, conduits, wire, poles, transformers, meters and any and all other equipment or machinery necessary or incidental to the proper functioning of any utility or other systems serving the Property and the Units. Said easements are for the benefit of any governmental agency, utility company or other person or entity that requires same for the purpose of maintaining, said systems or furnishing one or more of these services. The width of this easement is to be of reasonable size so as not to interfere with the use and enjoyment of the Units or the Common Elements.

#### XI. ADMINISTRATION AND POWER-OF-ATTORNEY

- a. **Administering the Association.** The Condominium will be administered, supervised, and managed by the Association, which acts by and on behalf of the Condominium Unit Owners, in accordance with this Restated and Amended Master Deed, the Bylaws and the Condominium Act. This Restated and Amended Master Deed is to be construed in conjunction with the provisions of the Bylaws. Pursuant to the requirements of the Condominium Act, the Association is hereby designated as the form of administration of the Condominium; and the Association is hereby vested with the rights, powers, privileges, and duties necessary to the proper administration of the Condominium, the same being more particularly set forth in the Bylaws. The Association is empowered to exercise any of the rights, powers, privileges, or duties which may from time to time, be established by law or which may be delegated by the Unit Owners. Subject to this Restated and Amended Master Deed and the Bylaws the Association may do all that it is legally entitled to do under the laws applicable to its form or organization. The Association is to

discharge its powers to protect and further the health, safety, and general welfare of the Condominium. The Association is to provide a fair and efficient procedure for the resolution of disputes between individual Unit Owners and the Association, and between different Unit Owners that is to be a readily available as an alternative to litigation. The procedures for dispute resolution shall be as set forth in the Bylaws.

- b. Association's Power-of-Attorney.** Each Unit Owner, mortgagee, lien holder or other person having any legal or equitable interest in the Condominium does automatically and irrevocably name, constitute, appoint, and confirm the Association as attorney-in-fact for the following:
- A.** To acquire title to or lease any Unit whose Owners desire to surrender, sell or lease same, in the name of the Association or its designees, corporate or otherwise; and on behalf of all Unit Owners to convey, sell, lease, mortgage (but not to vote the votes appurtenant thereto) or otherwise dispose of any such Units so acquired or to sublease any Units so leased by the Association;
  - B.** To prepare, execute and record Amendments and Supplements to this Restated and Amended Master Deed. At no time can the Association or the Board impose any right of first refusal or similar restrictions on Units; and
  - C.** The power of attorney cannot be used by the Association to reduce or impair voting rights.

## XII. RESTRICTIONS

**a. General Restrictions.**

All Units shall be subject to the following restrictions.

- A.** Units and Limited Common Elements appurtenant to any Unit shall not be used for any purpose other than as a private residence. Unit Owners, tenants and occupants of Units may use the Common Elements in accordance with the purpose for which they are intended but may not hinder or encroach on the lawful rights of other Unit Owners, tenants, or occupants.
- B.** Unit Owners shall not cause or permit anything to be hung or displayed or placed on the outside walls, doors, roofs, façade, or windows of any building, including but not limited to signs, flags, banners, or other displays, without the written consent of the Association and in accordance with association rules and regulations. The only exception being the hanging of, in a proper manner, a non-altered American Flag.

No clothes, sheets, blankets, laundry of any kind or any other articles can be hung out or exposed on any part of the Unit or Common Elements nor can anything be hung, painted, or displayed on the outside of windows or placed on the outside surfaces of doors of any of the Units.

- C.** Unit Owners are not permitted to keep patio furniture beyond the patios appurtenant to the Units on that Units Limited Common Elements. Storage of bicycles, beach chairs, kayaks, barbecue grills are limited to the enclosed storage area under the Units and cannot be placed outside of the Units footprint. Signs are not permitted on the exterior of any Unit. All garbage/recycling containers are to be stored under the Unit Owner's Unit.
- D.** No pets other than dogs, cats, caged birds, small reptiles, rabbits, or fish can be kept in the Units. No horses, livestock, fowl or poultry, or animals of any kind shall be raised, bred, or kept in any Unit or upon the Limited Common Elements. In no event shall outdoor shelters, pens or runs be permitted. All Unit Owners and their guests, invitees, agents, and others who allow or permit their pets and/or animals in their charge to defecate upon the grounds of the Common Elements or Limited Common Elements shall dispose of such excrement immediately and in a sanitary fashion. All Unit Owners, guests, invitees, agents, and others shall always accompany the pet or animal in their charge and shall keep the pet on a leash when it is not in the Unit Owner's Unit. All pets shall be kept in accordance with all Rules and Regulations of the Association which the Board may from time to time, adopt as it deems necessary.
- E.** Unit Owners shall not store any flammable material in their Units, or the Common Elements and Unit Owners shall not permit anything to be done or kept in their Unit or in the Common Elements which will result in the cancellation of insurance or which is in violation of any law. Unit Owners shall not obstruct, cover, or paint or otherwise interfere in any way with the proper operation of any fire suppression sprinkler or alarm system which may be installed in a Unit. Unit Owners and occupants shall keep operational any fire or smoke alarm systems in their Units and not obstruct their operation.
- F.** Noxious and offensive activities and noise are not permitted in or on the Common Elements nor can anything be done either willfully or negligently which is or may become an annoyance or nuisance to Condominium resident.
- G.** All motor vehicles shall be properly registered and plated. No recreational vehicles (campers, house trailers, motor homes, utility

trailers, boats, and boat trailers) are permitted to be parked on the Common Elements. No large vehicles (pick-up trucks, vans, trucks, tractors, trailers, wagons or any oversized or other motor vehicles) shall be parked overnight on the Common Elements or exterior of Units or Unit driveways without the prior written approval by the Board or its designated committee or representative. Vehicles are not to be used on the Property as living quarters. The Association may adopt parking restrictions or other appropriate rules and regulations to address parking issues that may arise on the Common Elements. There shall be no parking in the Unit side yards and or in between buildings other than those areas shown on the site plan approved by the Brick Township Planning Board. Those in violation are subject to being ticketed by Brick Town Police.

- H.** Unit Owners are not permitted to use or install any generator, loudspeaker, solar collector, floodlight, clothesline, window air conditioner, fan, heat pump or other similar cooling, heating or ventilating device in any window, window well, door or other exterior surface or opening of a Unit, Limited Common Element or Common Element without the prior written consent of the Board unless permitted by the Rules and Regulations.
- I.** Unit Owners and occupants are not permitted to plant or maintain any matter or thing on, in, over, or under the Common Elements or Limited Common Elements without the prior written consent of the Board unless permitted by the Rules and Regulations.
- J.** No portion of any Unit may be modified to add additional Unit footprint or parking without the written approval of the Association and the Township of Brick.
- K.** Units are to be kept in good working order and well maintained with maintenance and repairs being completed within sixty (60) days. All maintenance, repair and replacement of existing improvements shall be completed with material, as available, the same or of a like quality, color, type, and texture to the materials installed/used in initial construction and any deviation requires written approval by the Board or its designated committee or representative, as well as any other governmental authorities having jurisdiction over the Association. Each Unit Owner has an affirmative obligation to cooperate and coordinate with another Owner who needs to perform maintenance and/or replacement to an Owner's Unit or improvements serving such Unit when such maintenance and/or replacement would be impractical or impossible to

perform without accessing another Unit. No repairs or maintenance to the exterior of the Units shall be undertaken without the express written approval of the Association.

- L.** All landing and stairs shall not be enlarged, modified, stained, painted, or treated in any manner.
- M.** Any changes that would differentiate the exterior appearance of one Unit from other Units in the Condominium are prohibited unless written permission is obtained from the Association.
- N.** Unit Owners shall not add, cut down or remove trees, if any, located on the Common Elements unless advance written approval of the Board or its designated committee or representative is obtained and if the tree or other vegetation is removed, than the Unit Owner shall replace the tree or other vegetation with the same type and size of tree or vegetation.
- O.** Installation of screen doors, if permitted by the Rules and Regulations of the Association, is subject to the direction of the Association as to design, color, etc. No signs, awnings, canopies, shutters, earth stations, satellite dishes, or antennas shall be affixed or placed upon the exterior walls or roofs of the Unit, without the prior written consent of the Association.
- P.** Unit Owners are prohibited from erecting any fence, partition, wall, divider, toys, climbing apparatus, or similar structure exterior to his/her Unit. No structure of a temporary character including, without limiting the generality thereof, trailer, tent, shack, garage, barn, or other outbuilding shall be used within the Condominium.
- Q.** All structural changes to a Unit can only be made with the written consent of the Association or its duly authorized representative. The Governing Documents of the Condominium authorizes the Association, or any committee authorized by the Association, to receive complaints of any violations and to take any and all necessary legal action to abate such violations. Nothing may be done that may impair any Unit's structural integrity, that violates the Certificate of Occupancy for a Unit, or that may adversely affect the Common Elements.
- R.** The Board, pursuant to the Bylaws, may adopt Rules and Regulations which will be an addition and supplement to restrictions on the use of Units and the Common Elements.
- S. **Satellite Television Systems.**** Under regulations adopted by the Federal Communications Commission (FCC), the Association may ban the installation of satellite dishes on the Common Elements and may adopt

Rules and Regulations as to the location of and to impose other restrictions concerning satellite dishes. The installation and maintenance of satellite dishes by Unit Owners is thereby subject to the following restrictions: If the FCC regulations concerning satellite dish installations shall change after the date that this Restated and Amended Master Deed is recorded, then this Restated and Amended Master Deed shall be deemed automatically modified as of the effective date of such changes to be in compliance with the FCC regulations.

**T. Rental Restrictions on Units.** Unit Owners have the right to lease Units as long as the leases are subject to the assignment of rents and all other provisions of this Restated and Amended Master Deed, Bylaws, the Rules and Regulation of the Association, any applicable municipal ordinances, the Condominium Act and other New Jersey laws, all of which are automatically considered incorporated into each lease, but Units cannot be rented and/or used for transient or hotel purposes, which is defined as (a) rental for any period less than 7 days, except to a contract purchaser, or (b) any rental if the Unit's occupants are provided customary hotel services such as room, maid, laundry, linen, bellhop or other services. Owners may not lease less than an entire Unit. All leases shall be in writing and state that their terms are subject to the covenants, conditions and restrictions contained in this Restated and Amended Restated and Amended Master Deed, the Bylaws, the Rules and Regulations and the Condominium Act, and that failure by the lessee to comply with the terms of those documents is a default under the lease. If a lessee fails to comply with the provisions of this Restated and Amended Master Deed, the Bylaws or Rules and Regulations then in addition to all other remedies which it may have, the Association may notify the Unit Owner of the violation and demand it be remedied through the Unit Owner's efforts within 30 days after the notice. If the violation is not so remedied, then the Unit Owner at their own expense shall immediately thereafter institute and diligently prosecute an eviction action against their lessee or other occupant on account of such violation. Such action shall not be compromised or settled without the prior written consent of the Board or its designee. If the Unit Owner fails to undertake or complete the foregoing, then the Board has the right, but not the duty, to institute and prosecute such action as attorney-in-fact for the Unit Owner at the Unit Owner's sole cost and expense, including all costs and attorney and paraprofessional fees incurred. Those costs and expenses will constitute a lien on the Unit. Collection thereof may be enforced by the Board in the same way as the Board enforces collection of

assessments. By accepting a deed to any Unit, all Unit Owners automatically and irrevocably name, constitute, appoint, and confirm the Board as their attorney-in-fact for the purposes described in this Paragraph. Failure of the Board to act under is above rights in not a waiver of that right. The Unit Owner does not have the right to use the Common Elements and common facilities during any period that their Unit is occupied by others or leased to a third party.

- U. Modification of Units.** Unit Owners cannot make or allow to be made any structural modifications or alterations in or to their Units without the prior written consent of the Association or of its duly authorized representative appointed in accordance with the Bylaws. No acts are permitted to be undertaken by a Unit Owner or occupant under any circumstances that impairs or may tend to impair the structural integrity or adversely affect any Unit or Common Element. Interior partitions or non-bearing walls in each Unit may be removed or replaced by the Unit Owner subject to the prior written approval of the Board. If a Unit Owner removes or replaces any interior partitions or non-bearing walls no amendment to this Restated and Amended Master Deed is necessary. No Unit may be partitioned or subdivided without prior written approval of any Mortgagee for that Unit and the Board. Two or more Units may be physically joined together to form a single residence provided that (a) all applicable laws, codes, governmental approvals and this Restated and Amended Master Deed, Bylaws and the Rules and Regulations are complied with; (b) the joining of the Units does not impair the structural integrity, mechanical systems or lessen the support of the Common Elements; and (c) does not change the exterior appearance of the Units without the approval of the Association. Despite being combined, each individual unit shall still be separate parcels of real estate that have its equal undivided percentage of interest in the Common Elements and has equal responsibility for all types of the Association's Common Expense.
- V.** Unit owners and occupants shall not erect any fence, partition, wall, divider, or similar structure to the exterior of their Unit or be allowed to make any alterations or replacements to the exterior of the Unit including, but not limited to, doors, windows, window wells or to any Common Element without the prior written approval of the Board or its duly authorized representative.
- W.** Nothing prohibits the reasonable adaptation of any Unit for handicapped use.

**X. Penalties.** Each Owner, tenant and occupant of a Unit shall comply with this Restated and Amended Master Deed, the Bylaws and the Rules and Regulations. Failure to comply is grounds for an action to recover sums due or damages, or for injunctive relief. To the extent permitted by law, the Board has the power to implement a system for imposing fines, penalties and costs of hearings and enforcement, and assessing interest on any Unit Owner who violates or whose tenants or occupants violate this Restated and Amended Master Deed, the Bylaws or Rules and Regulations.

**Y. Zoning Ordinance.** Unit Owners shall comply with the terms and conditions of the Zoning Ordinance attached hereto as Exhibit 8. Any variances from the express terms of the Zoning Ordinance must be approved in writing by the Association and the Township of Brick.

### XIII. REQUIRED INSURANCE AND DISPOSITION OF PROCEEDS

**a. Unit Owners.** Each of the Unit Owners shall be required to maintain property damage Insurance in such amounts and upon such terms as set forth in Paragraph VI (f.)(E.) above and each Unit Owner shall be required to maintain personal injury liability insurance. The Unit Owners shall have the Association named as an interested party on their respective policies and provide a copy of the current insurance policy each year. In the event a Unit Owner fails to deliver a copy of said policy to the Association within 10 days of the date of the written request, the Association shall have the right but not the obligation to purchase a policy in its name insuring the estate of the Unit Owner and the Association in accordance with Paragraph VI (f.)(E.). All monies spent by the Association under this Paragraph shall be deemed a lien against the Unit. All proceeds arising from the insurance policy shall be payable as set forth in Paragraph VI (f.).

### XIV. PROTECTIVE PROVISIONS FOR THE BENEFIT OF MORTGAGEES

**a. General.** “Mortgagee” means the holder of any Mortgage on a Unit. Should the Unit Owner desire to take any action regarding any matters that are the subject of Paragraph XIV of this Restated and Amended Master Deed, notice must be served by the Association upon the Mortgagees. To facilitate this Mortgagee notification, upon request of the Association, the Unit Owners shall provide to the Association the Mortgage information on the Unit if a mortgage exists. This information must include, to the extent available to the Unit Owner, the name of the Mortgagee, the address to which notices are to be sent and to whom it should be directed and must sufficiently identify the Unit for which the Mortgagee is the mortgage holder. All notice provided to Mortgagees under this Paragraph XIV shall be certified or registered mail, with a “return receipt” requested.



- b. Prior Written Approval of 51% of Mortgagees.** The prior written approval of the Mortgagees that represent at least 51% of the votes of Units that are subject to mortgages is required for the following actions:
- A.** Any amendment to this Restated and Amended Master Deed, the Bylaws of the Association or the Association’s Certificate of Incorporation that is of a material adverse nature to the mortgagees; and
  - B.** Any action to terminate the legal status of the Condominium after substantial damage or condemnation occurs or for other reasons.
  - C.** The notice given to the Mortgagee pursuant to this Paragraph of the Restated and Amended Master Deed regarding any proposed material amendment must include a copy of the proposed amendment.
- c. Implied Approval of Mortgagee Assumed.** Despite the requirement of prior written approval of Mortgagee required in the above Paragraph, provided that the Association serves proper notice on Mortgagee as required (which requires delivery of said notice via certified or registered mail, with a “return receipt” requested),, the Association may assume implied approval by a Mortgagee when such Mortgagee fails to submit a written response to any written proposal for an amendment pursuant to Article XIV(b) within 60 days after it receives proper notice of the proposal.
- d. Additional Notices.** Mortgagees and guarantors of a mortgage on any Unit are also entitled to timely written notice of:
- A.** Any condemnation or casualty loss that affects either a material portion of the Condominium or the Unit securing the mortgage.
  - B.** Any 60-day delinquency in the payment of assessments or charges owed to the Association by the Owner of any Unit on which the Mortgage holds a mortgage.
  - C.** A lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and
  - D.** Any proposed action that requires the consent of a specified percentage of Mortgagees.
- e. First Mortgage Priority.** Notwithstanding any other provision of this Restated and Amended Master Deed to the contrary, a Unit Owner or any other party shall not have priority over any rights of the Mortgagee of a Unit pursuant to its Mortgage in the case of payment to the Unit Owner of insurance proceeds for losses to such

Unit and/or the Common Elements or of condemnation award for a taking of Units and/or Common Elements.

- f. **No Partition.** Units may not be partitioned or subdivided without the prior written approval of a Mortgagee holding a Mortgage on such Unit.
- g. **Common Expense Liens Subordinate.** Any lien the Association has on any Unit for the non-payment of any assessment, regardless of its nature, is subordinated to the lien or equivalent security interest or any First Mortgage on the Unit recorded prior to the date any such assessment became due, except to the extent that the New Jersey Condominium Law or any federal law provides the Association with a limited priority-over such prior recorded First Mortgage. The First Mortgagee who obtains title to such Unit from the Unit Owner pursuant to the remedies in the mortgage, except through foreclosure (which includes a deed in lieu of foreclosure), shall be liable to the Condominium Association for no more than 6 months of the Unit's unpaid share of the Annual Common Expense assessment pursuant to N.J.S.A. 46:8B-21(b)(1) and shall not be liable for reserves for contingencies, late charges, penalties, interest or any fees or costs for the collection of the Association lien pursuant to N.J.S.A. 46:8B-21(b). A First Mortgagee that obtains title through foreclosure (which includes a deed in lieu of foreclosure) is not liable for any Condominium Association fees prior to acquiring title to the Unit pursuant to N.J.S.A. 46:8B-21(e).
- h. **Maintenance and Inspection of Records.** The Association must maintain current copies of this Restated and Amended Master Deed, Certificate of Incorporation, Bylaws, Rules and Regulations, and any respective Amendments or Supplements to them, as well as its own books, records, and financial statements. They must be reasonably available for inspection by Unit Owners, Mortgagees, and prospective purchasers. Any Permitted Mortgagee must, upon written request, (a) be permitted to inspect the documents, books, and records of the Association during normal business hours; and (b) receive an annual audited financial statement of the Association within 90 days following the end of any Association fiscal year.
- i. **Liability for Common Expense Assessments.** Any lien the Association has on any Condominium Unit for the non-payment of any assessments, regardless of its nature, is subordinate to the lien or equivalent security interest of any Mortgage, except to the extent that New Jersey or federal law provide the Association with a limited priority over the Mortgagee of any such prior recorded mortgage, in which event the Association's limited priority shall be to the fullest extent permitted by New Jersey or federal law. Any shares of Common Expense or other assessments remaining unpaid after receipt of any payment made to the Association in accordance with this Paragraph are Common Expenses collectible from all the remaining Unit Owners including such Mortgagee and its successors and assigns.

- j. Management Agreements.** Any Condominium management agreement entered into by or on behalf of the Association must be terminable by the Association, with or without cause, two (2) months prior written notice therein. The term of any such agreement shall not exceed one year.
- k. Future Secondary Mortgage Market Amendments.** The Condominium documents shall be deemed automatically amended to comply with future requirements of an Institutional Lender in the secondary mortgage market (such as Fannie Mae or other governmental or quasi-governmental home mortgage agencies). The Board will act to memorialize these future amendments as soon as is practical after the agency has published requirements.

## XV. GENERAL PROVISIONS

### a. Severability of Provisions.

It is the intent that the provisions of this Restated and Amended Master Deed are severable so that if any of its provisions, conditions, covenants, or restrictions are invalid or void under any applicable law, the remainder is unaffected thereby. If any provision, condition, covenant, or restriction is, at the time or recording of this Restated and Amended Master Deed void, voidable or unenforceable as being contrary to any applicable law, the Unit Owners covenant that any future amendments or repeals to those laws having the effect of removing said invalidity, voidability, or unenforceability are deemed to apply retroactively to this Restated and Amended Master Deed thereby operating to validate those provisions that otherwise are or might be invalid. Any such amendments or repeals to the said laws have the effect described above as fully as if they had been in effect at the time of the execution of the instrument.

### b. Amendment of this Restated and Amended Master Deed – Termination.

This Restated and Amended Master Deed may be amended at any time by a vote of at least 67% of all Unit Owners in good standing, at any Association meeting duly held in accordance with the Bylaws. No amendment is effective until recorded in the recording office the Clerk of Ocean County. In the alternative an amendment may be made by an agreement signed and acknowledged by all of the Unit Owners in the manner required for the execution of a Deed, and such amendment is effective when recorded as set forth above.

An amendment and supplement, deed or revocation, or other document is effective to terminate the Condominium form of ownership upon the written approval of 80% of all Unit Owners in good standing.

### c. Provisions of this Restated and Amended Master Deed and Exhibits to be a Covenant Running with the Land.

The present title to the Property, the title to each Unit and the acquisition of title by any person to a Unit means that the Owner or acquirer adopts and ratifies and will comply with the provisions of this Restated and Amended Master Deed, the Bylaws and Rules and Regulations as well as any

lawfully adopted amendments and supplements to them. The covenants, agreements and restrictions set forth herein run with the land and are binding on all Unit Owners and the successors and assigns of each.

- d. **Conflicts.** In the event of a conflict between the provisions of this Restated and Amended Master Deed and the Bylaws, the provisions of this Restated and Amended Master Deed control.

## XVI. CONDOMINIUM RULES AND REGULATIONS

- a. **Authority.** The Board is empowered to promulgate, adopt, amend, and enforce such association rules and regulations as it, in its sole discretion, deems necessary and proper to effectuate the provisions of this Restated and Amended Master Deed, including, by way of description but not by way of limitation, those deemed necessary and proper to ensure that Unit Owners perform in accordance with those covenants and restrictions imposed upon them and discharge and perform those obligations and duties for which they are responsible.
- b. **Publication.** Association rules and regulations adopted by the Board after a Unit Owner's acquisition of title to a Unit are not effective until either: (a) they are posted in the office of the Association or on the Property in a bulletin or other type of board or at another location used for notices to Members, or (b) until written notice of the Rules and Regulations is given to the Unit Owner in the manner set forth in Bylaws. Once such notice is given, the Association has no further obligation to publish adopted Rules and Regulations other than to maintain a current compilation of same available for inspection during regular business hours at the Associations' principal office. There is a rebuttable presumption that Unit Owners have actual notice of all Associations Rules and Regulations adopted as the date they take title to his/her Unit. To rebut this presumption, a Unit Owner must establish by clear and convincing, legally competent evidence in any enforcement proceeding that a copy of the Rule or Regulation that the Association is seeking to enforce was not being maintained and available for inspection when the Unit Owner acquired title to the Unit.
- c. **Enforcement and Fines.** Enforcement of the Association's Rules and Regulations, this Restated and Amended Master Deed, and the Bylaws, to the extent permitted by law, includes the ability to impose and collect fines and other forms of penalties for violations.

**SIGNATURES START ON THE NEXT PAGE**

**IN WITNESS WHEREOF**, the Declarants have caused this document to be duly signed this \_\_\_\_ day of \_\_\_\_\_, 2021.

WITNESS:

**Osborn Sea Bay Condominium Association, Inc.**

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: President

STATE OF NEW JERSEY :  
:SS  
COUNTY OF \_\_\_\_\_:

**I CERTIFY** that on \_\_\_\_\_, 2021, \_\_\_\_\_ personally came before me, and acknowledged under oath, to my satisfaction, that (a) he is the president of the Osborn Sea Bay Condominium Association, Inc., the corporation named in this instrument, (b) he was authorized to execute this instrument on behalf of the corporation, and (c) this instrument was signed and delivered by him as the voluntary act of the corporation as authorized by appropriate corporate resolution.

\_\_\_\_\_  
Notary Public

WITNESS:

**Camp Osborne Condominium Association, Inc.**

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: President

STATE OF NEW JERSEY :  
:SS  
COUNTY OF \_\_\_\_\_:

**I CERTIFY** that on \_\_\_\_\_, 2021, \_\_\_\_\_ personally came before me, and acknowledged under oath, to my satisfaction, that (a) he is the president of the Camp Osborne Condominium Association, Inc., the corporation named in this instrument, (b) he

was authorized to execute this instrument on behalf of the corporation, and (c) this instrument was signed and delivered by him as the voluntary act of the corporation as authorized by appropriate corporate resolution.

\_\_\_\_\_  
Notary Public

WITNESS:

**Osborn Dunes at South Mantoloking  
Condominium Association, Inc.**

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: President

STATE OF NEW JERSEY :

:ss

COUNTY OF \_\_\_\_\_:

**I CERTIFY** that on \_\_\_\_\_, 2021, \_\_\_\_\_ personally came before me, and acknowledged under oath, to my satisfaction, that (a) he is the president of the Osborn Dunes at South Mantoloking Condominium Association, Inc., the corporation named in this instrument, (b) he was authorized to execute this instrument on behalf of the corporation, and (c) this instrument was signed and delivered by him as the voluntary act of the corporation as authorized by appropriate corporate resolution.

\_\_\_\_\_  
Notary Public

**RESTATED AND AMENDED MASTER DEED  
OSBORN SEA-BAY, A CONDOMINIUM AND THE CAMP OSBORNE  
CONDOMINIUM**

**EXHIBIT 1**

**CHART OF UNIT OWNERS OF THE OSBORN SEA-BAY CONDOMINIUM AND THE  
CAMP OSBORNE CONDOMINIUM AND ADDRESS AND TAX QUALIFIERS (PRE-  
SUBDIVISION AND POST-SUBDIVISION)**

**PRE-SUB DIVISION****POST- SUBDIVISION****Block 36, Lots 13, 18 & 24****Block 36, Lot 13.01**

Current Name	Address	UNIT #	Tax Qualifier	Address	UNIT #	Tax Qualifier
McDermott	1 Elder St	63	COO63	2 Elder St	1A	C0146
Elder Shores LLC	2 Elder St	64	COO64	4 Elder St	1B	C0147
Kosinski	3 Elder St	65	COO65	6 Elder St	2A	C0148
Brackup	4 Elder St	66	COO66	8 Elder St	2B	C0149
Riccitelli	5 Elder St	67	COO67	10 Elder St	3A	C0150
Melichkin	6 Elder St	68	COO68	12 Elder St	3B	C0151
Malone	7 Elder St	69	COO69	14 Elder St	4A	C0152
Walters	8 Elder St	70	COO70	17 Shell Rd	13A	C0138
Malone	9 Elder St	71	COO71	16 Elder St	4B	C0153
Malone	10 Elder St	72	COO72	18 Elder St	5A	C0154
Malone	11 Elder St	73	COO73	20 Elder St	5B	C0155
DeSantis	12 Elder St	74	COO74	22 Elder St	6A	C0156
Redmond	13 Elder St	75	COO75	24 Elder St	6B	C0157
Scrittorale	14 Elder St	76	COO76	26 Elder St	7A	C0158
DeIntinis	15 Elder St	77	COO77	28 Elder St	7B	C0159
Maskale Keck	16 Elder St	78	COO78	30 Elder St	8A	C0160
Sea Bay Associates	17 Elder St	62	COO62	32 Elder St	8B	C0161



## PRE-SUB DIVISION

## POST- SUBDIVISION

Current Name	Address	UNIT #	Tax Qualifier	Address	UNIT #	Tax Qualifier
Koziol	1 Shell Rd	46	C0046	1 Shell Rd	9A	C0130
Delle Donne	2 Shell Rd	32	C0032	2 Shell Rd	17	C0115
Plangeman Kubis	3 Shell Rd	47	C0047	3 Shell Rd	9B	C0131
McKendrick	4 Shell Rd	33	C0033	4 Shell Rd	18A	C0116
Rocky/Ken Durocher	5 Shell Rd	48	C0048	5 Shell Rd	10A	C0132
McKendrick	6 Shell Rd	34	C0034	6 Shell Rd	18B	C0117
Gillis	7 Shell Rd	49	C0049	7 Shell Rd	10B	C0133
Fano	8 Shell Rd	35	C0035	8 Shell Rd	19A	C0118
Walters	9 Shell Rd	50	C0050	9 Shell Rd	11A	C0134
Flowers	10 Shell Rd	36	C0036	10 Shell Rd	19B	C0119
Brendli	11 Shell Rd	51	C0051	13 Shell Rd	12A	C0136
Avad Realty/Tullo	12 Shell Rd	37	C0037	12 Shell Rd	20A	C0120
Parisi	13 Shell Rd	52	C0052	16 Shell Rd	21A	C122
CF4 REALTY	14 Shell Road	38	C0038	14 Shell Rd	20B	C0121
Baldachino	15 Shell Rd	53	C0053	15 Shell Rd	12B	C0137
Walters	16 Shell Rd	39	C0039	11 Shell Rd	11B	C0135
Walters	17 Shell Rd	54	C0054	19 Shell Rd	13B	C0139
Walters	8 Elder St	70	C0070	17 Shell Rd	13A	C0138
Parisi	18 Shell Rd	40	C0040	18 Shell Rd	21B	C0123
Schweiger	19 Shell Rd	55	C0055	21 Shell Rd	14A	C0140
Penguin Shed LLC	20 Shell Rd	41	C0041	20 Shell Rd	22A	C0124
Androutsou LLC	21 Shell Rd	56	C0056	23 Shell Rd	14B	C0141
Morris	22 Shell Rd	21	C0021	22 Shell Rd	22B	C0125
Hawryluk	23 Shell Rd	57	C0057	29 Shell Rd	16A	C0144
Morris	24 Shell Rd	42	C0042	24 Shell Rd	23A	C0126
Redmond	25 Shell Rd	58	C0058	27 Shell Rd	15B	C0143
Goodman	26 Shell Rd	43	C0043	26 Shell Rd	23B	C127
Redmond	27 Shell Rd	59	C0059	25 Shell Rd	15A	C0142
Swan Point Ventures: P. Corb	28 Shell Rd	44	C0044	28 Shell Rd	24A	C0128
Baldachino	29 Shell Rd	60	C0060	31 Shell Rd	16B	C0145
Decker	30 Shell Rd	45	C0045	30 Shell Rd	24B	C0129
Redmond	31 Shell Rd	61	C0061	2 Osborn Dunes Rd.	32	C0162
Picone	32 Shell Rd	C	C0009	25 Cummins St	30B	C0112
Durocher	34 Shell Rd	B	C0008	4 Osborn Dunes Rd	33A	C163
Pfaff	36 Shell Rd	A	C0007	8 Osborn Dunes Rd	34A	C0165
Pfaff				10 Osborn Dunes Rd	34B	C0166

## PRE-SUB DIVISION

## POST- SUBDIVISION

Current Name      Address      UNIT #      Tax Qualifier

Address      UNIT #      Tax Qualifier

Jewett Dahlquist	5 Cummins St	22	C0022	3 Cummins St.	25A	C0101
Banfield	7 Cummins	23	C0023	5 Cummins St.	25B	C0102
Santana	9 Cummins St	24	C0024	7 Cummins St.	26A	C0103
Squillaro	11 Cummins St	25	COO25	9 Cummins St.	26B	C0104
Schweiger	13 Cummins St	26	C0026	11 Cummins St.	27A	C0105
Schweiger	15 Cummins St	27	C0027	13 Cummins St.	27B	C0106
Monaghan	17 Cummins St	28	C0028	15 Cummins St.	28A	C0107
Thompson	19 Cummins St	29	C0029	17 Cummins St.	28B	C0108
Walker	21 Cummins St	30	C0030	19 Cummins St.	29A	C0109
Flocco Cohen	23 Cummins	31	C0031	21 Cummins St.	29B	C0110
COCA	25 Cummins	I	C0001			
Walsh/Buoni	27 Cummins	H	C0002	25 Cummins St.	30A	C0112
Swaneveld	29 Cummins	G	C0003	27 Cummins St.	31A	C0113
Delntinis	31 Cummins	F	C0004	29 Cummins St.	31B	C0114
Redmond Richard W Trust	33 Cummins	E	C0005	6 Osborn Dunes Rd	33B	C0164
Dalessio	35 Cummins	D	C0006	12 Osborn Dunes Rd	35	C0167

**PRE-SUB DIVISION**

**POST- SUBDIVISION**

Current Name      Address      UNIT #      Tax Qualifier

Address      UNIT #      Tax Qualifier

**Block 26 lot 24**

**Block 26 changes lot 4**

Casale	1 West Marion	1	C0001	1 Marion	1	C0101
Hukkanen	2 West Marion	2	C0020	2 Marion	2	C0102
	4 West Marion	4	C0019	2 & 4 combined		
Chang	3 West Marion	3	C0002	3 Marion	3	C0103
Eareckson	5 West Marion	5	C0003	4 Marion	4	C0104
	8 West Marion	8	C0017	6 & 8 combined		
Honachefsky	6 West Marion	6	C0018	5 Marion	5	C0105

Note: Eareckson and Honachefsky swapped Unit 5 and 6 so that Eareckson could combine Units 6 and 8

**PRE-SUB DIVISION**

**POST- SUBDIVISION**

Current Name      Address      UNIT #      Tax Qualifier

Address      UNIT #      Tax Qualifier

**Block 25 lot 4**

**Block 25 lot 4**

Kropiewnicki	7 West Marion	4	C0004	7 West Marion	4	C0004
Taylor	9 West Marion	5	C0005	9 West Marion	5	C0005
VanArsdalen Norm	10 West Marion	16	C0016	10 West Marion	16	C0016
VanArsdalen Keith	11 West Marion	6	C0006	11 West Marion	6	C0006
DeIntinis	13 West Marion	7	C0007	13 West Marion	7	C0007
Tuorto Damian	14 West Marion	15	C0015	14 West Marion	15	C0015
Demarco	15 West Marion	8	C0008	15 West Marion	8	C0008
16 West Marion Street LLC	16 West Marion	14	C0014	16 West Marion	14	C0014
Thompson	17 West Marion	9	C0009	17 West Marion	9	C0009
Reick	18 West Marion	13	C0013	18 West Marion	13	C0013
Nieto	19 West Marion	10	C0010	19 West Marion	10	C0010
VanArsdalen Keith	20 West Marion	11	C0011	20 West Marion	11	C0011
VanArsdalen Scott	21 West Marion	12	C0012	21 West Marion	12	C0012

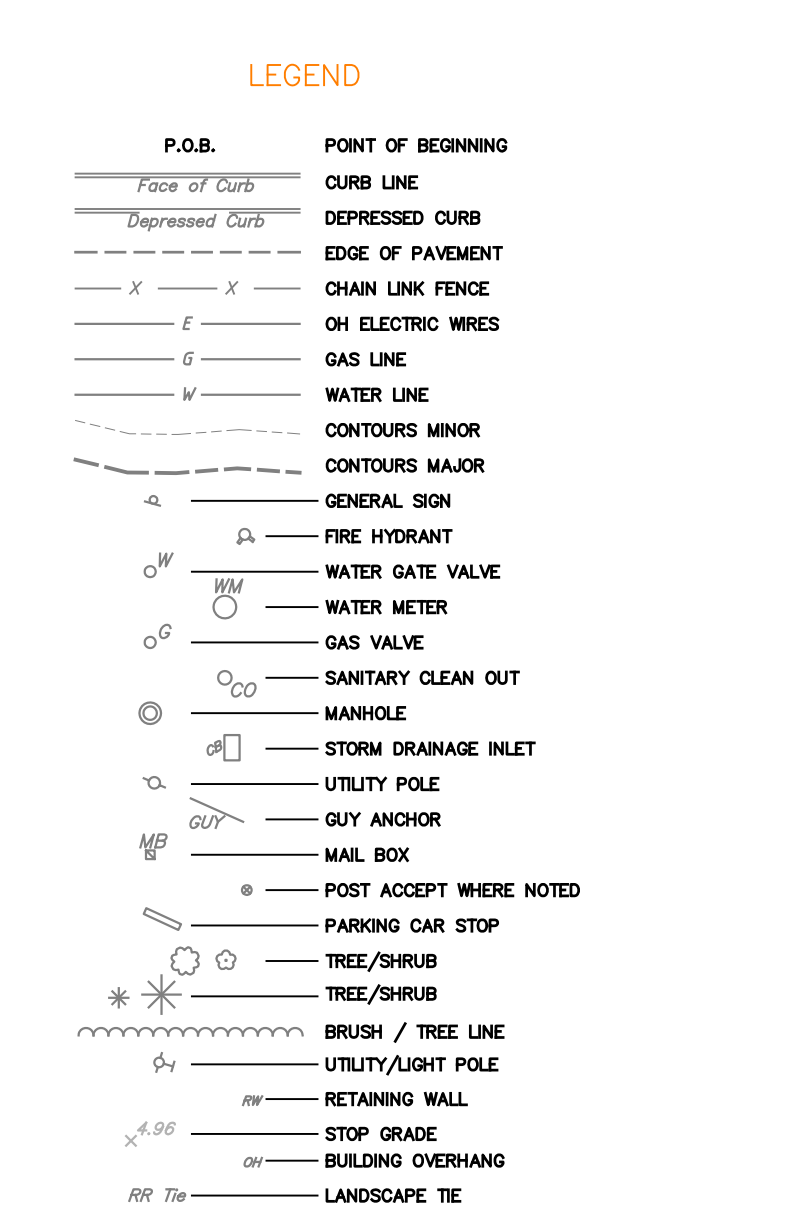
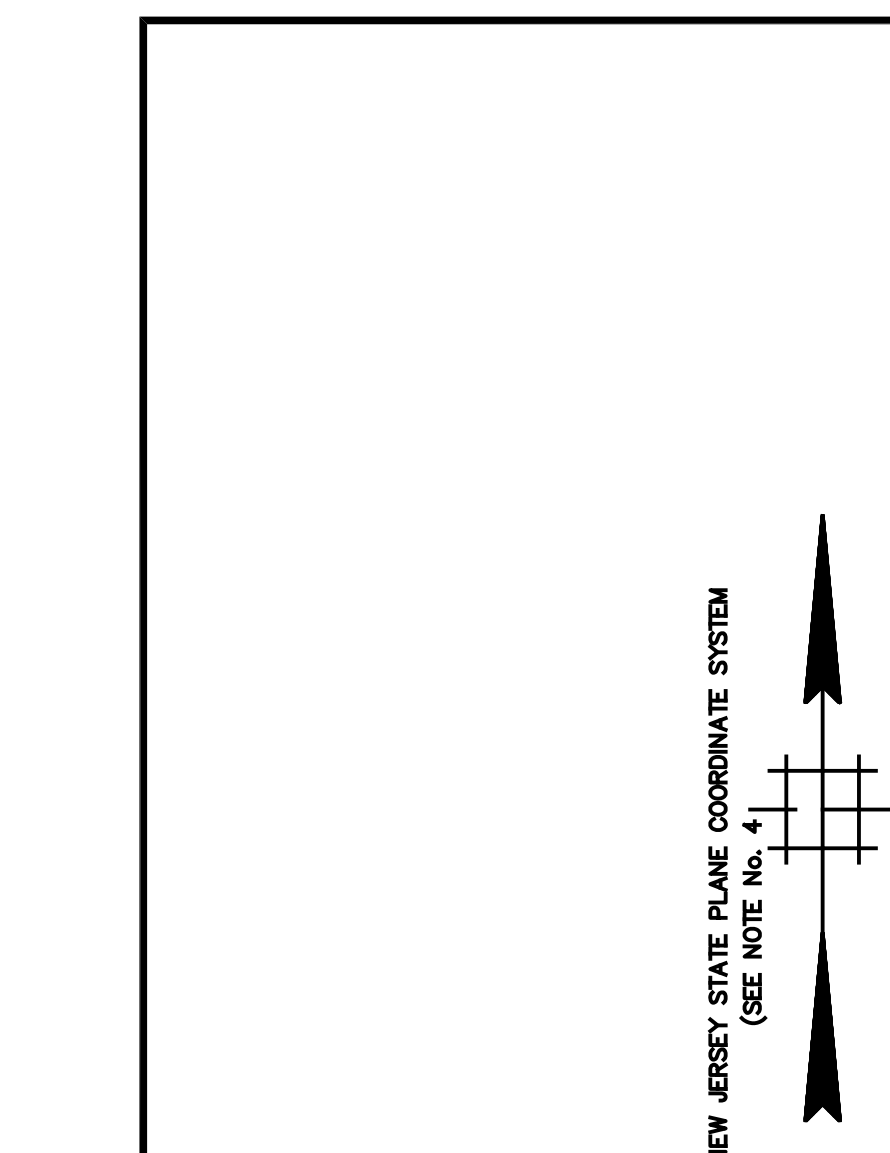
Note: No changes for Block 25 Lot 4

**RESTATED AND AMENDED MASTER DEED  
OSBORN SEA-BAY, A CONDOMINIUM AND THE CAMP OSBORNE  
CONDOMINIUM**

EXHIBIT 2

OLD / FORMER PLAN OF COCA & OSBCA



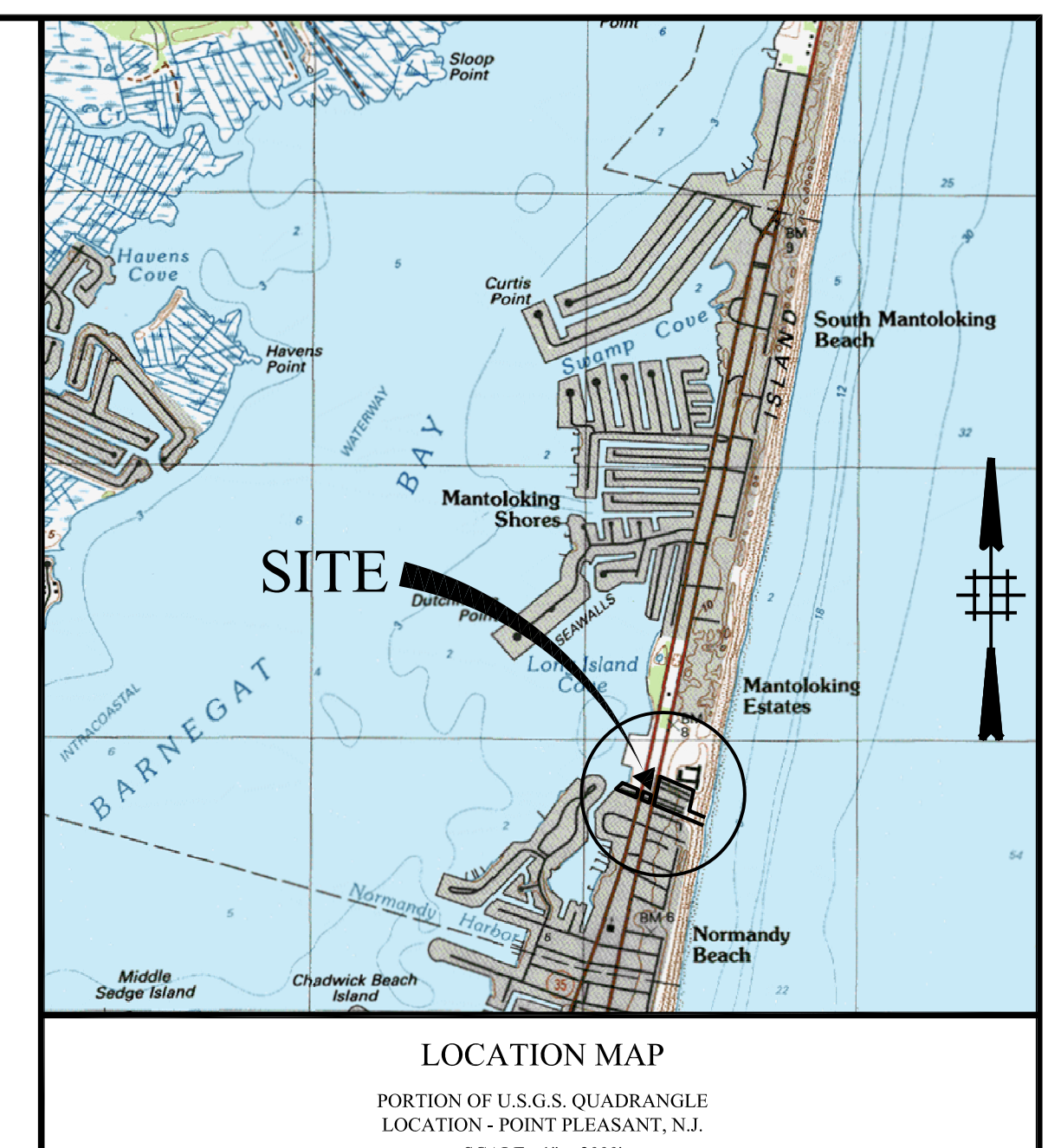


**MAP REFERENCE**

- "FINAL MAJOR SUBDIVISION OF BAYTREE LOTS 5 & 6 BLOCK 25 TOWNSHIP OF BRICK, OCEAN COUNTY, NEW JERSEY", PREPARED BY LINDSTROM & DIESSNER ASSOCIATES, P.C. AND FILED IN THE OCEAN COUNTY COURT HOUSE ON SEPTEMBER 8, 1994 AS FILED MAP No. 1-2549.
- "PROPOSED RESUBDIVISION LOT #11 - BLOCK #36 BRICK TOWNSHIP - OCEAN COUNTY - N.J. PREPARED BY GEORGE W. HENIN P.L. & P.S. AND FILED IN THE OCEAN COUNTY COURT HOUSE ON JUNE 30, 1967 AS FILED MAP No. H-541.
- "SKETCH OF 35 CUMMINS STREET LOT 18-COODE BLOCK 36 BRICK TOWNSHIP OCEAN COUNTY, NEW JERSEY", PREPARED BY STANLEY HANS JR., P.L.S., P.P.
- "MINOR SUBDIVISION MATTHEWS HOMES LOT 2 BLOCK 28 TOWNSHIP OF BRICK OCEAN COUNTY NEW JERSEY", PREPARED BY LINDSTROM, DIESSNER & CARR, P.C. AND FILED IN THE OCEAN COUNTY COURT HOUSE ON JULY 9, 2009 AS MAP No. J-3707.
- "SURVEY LOTS 6 & 7 BLOCK 28 TOWNSHIP OF BRICK OCEAN COUNTY NEW JERSEY", PREPARED BY LINDSTROM, DIESSNER & CARR, P.C. AND DATED NOVEMBER 19, 2010.
- "SURVEY OF PROPERTY LOT 28 BLOCK 36 BRICK TOWNSHIP OCEAN COUNTY, NEW JERSEY", PREPARED BY RONALD W. POST SURVEYING, INC. AND DATED FEBRUARY 2, 2001.

**DEED REFERENCE**

1. BOOK 5691 PAGE 0120
2. BOOK 5691 PAGE 0108
3. BOOK 5650 PAGE 0143
4. BOOK 4333 PAGE 0819
5. BOOK 10360 PAGE 834
6. BOOK 10360 PAGE 835
7. BOOK 4643 PAGE 0210
8. BOOK 10899 PAGE 1925
9. BOOK 3993 PAGE 771
10. BOOK 10219 PAGE 1255
11. BOOK 11402 PAGE 495
12. BOOK 3563 PAGE 0094
13. BOOK 4034 PAGE 303
14. BOOK 5959 PAGE 0809
15. BOOK 13694 PAGE 300
16. BOOK 14772 PAGE 621
17. BOOK 13894 PAGE 514
18. BOOK 5344 PAGE 0971
19. BOOK 3641 PAGE 0656
20. BOOK 5182 PAGE 0866
21. BOOK 13193 PAGE 1509
22. BOOK 5182 PAGE 0851
23. BOOK 14774 PAGE 1404
24. BOOK 5182 PAGE 0851
25. BOOK 5481 PAGE 0960
26. BOOK 14351 PAGE 231
27. BOOK 5297 PAGE 031
28. BOOK 5698 PAGE 0124



**NOTES**

- KNOW AND DESIGNATED AS LOT 4 IN BLOCK 25, LOT 4 IN BLOCK 26 AND LOTS 12, 13, 18, 24 & 28 IN BLOCK 36 AS SHOWN ON THE CURRENT TAX ASSESSMENT MAPS OF THE TOWNSHIP OF BRICK, OCEAN COUNTY, NEW JERSEY, SHEET No.9.03.
- THE LOT AND BLOCK NUMBERS ALONG WITH THE ROAD NAMES SHOWN HEREON ARE AS SHOWN ON THE CURRENT TAX ASSESSMENT MAPS OF THE TOWNSHIP OF BRICK, OCEAN COUNTY, NEW JERSEY, SHEET No. 9.03.
- THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF THE TITLE REPORT.
- HORIZONTAL DATUM - NAD 1983 AND VERTICAL DATUM - N.A.V.D. 1988 BASED ON GPS OBSERVATIONS BY BIRDSALL SERVICES GROUP, INC. ON APRIL 5, 2011 AND REFERRING TO NATIONAL GEODETIC SURVEY CORS STATION MONUMENT "NAC", (PID=01077), ELEVATION = ORTHO HT. 81.49 FEET, N.A.V.D. 1988.
- TOPOGRAPHY AS SHOWN HEREON WAS PREPARED BY PHOTOGRAMMETRIC METHODS FROM AERIAL PHOTOGRAPHY DATED MARCH 25, 2011 AND COMPILED BY NOR EAST MAPPING, INC. (FILE #NEM10335) AND BEING SUPPLEMENTED BY FIELD OBSERVATIONS PERFORMED BY BIRDSALL SERVICES GROUP, INC. IN APRIL, MAY AND JUNE OF 2011. NOT ALL TOPOGRAPHY SHOWN HEREON WAS FIELD INSPECTED AND/OR FIELD SURVEYED.
- NOT ALL LOT LINES OUTSIDE THE BOUNDARY OF THE SUBJECT PROPERTY SHOWN HEREON HAVE BEEN FIELD SURVEYED AND ARE SHOWN AS A GRAPHICAL REPRESENTATION OF EXISTING LOT LINES BASED ON DEED, FILED MAPS AND TAX MAP INFORMATION.
- EXCEPT AS SHOWN NO UNDERGROUND UTILITIES HAVE BEEN INVESTIGATED AND/OR FIELD LOCATED. BIRDSALL SERVICES GROUP, INC. MAKES NO GUARANTEES THAT ALL UNDERGROUND UTILITIES ARE SHOWN HEREON AND THAT THE EXACT LOCATIONS OF THE UNDERGROUND UTILITIES INDICATED ON THIS PLAN ARE APPROXIMATE. ALL UTILITY LOCATIONS MUST BE VERIFIED WITH THE PROPER UTILITY COMPANIES PRIOR TO DESIGN, EXCAVATION OR CONSTRUCTION.
- AT THE TIME AND DATE OF THIS SURVEY A WETLANDS INVESTIGATION WAS NOT PERFORMED BY BIRDSALL SERVICES GROUP, INC.
- MEAN HIGH WATER ELEVATION = 1.6 FEET (N.A.V.D. 1988) BASED ON THE FOLLOWING BENCHMARKS: 8532591 MANASQUAN INLET, (TIDAL EPOCH 1983-2011) PID KV0834, DESIGNATION "853 2591 TIDAL 4", ELEV=6.81 N.A.V.D. 1988 (PUBLISHED), ELEV=6.87 N.A.V.D. 1988 (SURVEYED), 853-3615 BARNEGAT INLET, (TIDAL EPOCH 1983-2011) DESIGNATION "BARNEGAT LIGHT 3 RESET", ELEV=4.11 N.A.V.D. 1988 (PUBLISHED)
- SUBJECT TO THE RIGHTS AND RESTRICTIONS OF ALL EASEMENTS BEING WITHIN AND/OR CROSSING THE SURVEYED BOUNDS AS SHOWN.
- SUBJECT TO ROAD RIGHT-OF-WAY, ALL EASEMENTS, ORDINANCES, COVENANTS AGREEMENTS AND/OR RESTRICTIONS OF RECORD.
- SUBJECT TO SUB-SURFACE CONDITIONS AND/OR ENCROACHMENTS NOT DISCLOSED BY PUBLIC RECORD.
- SUBJECT TO EASEMENTS, OR CLAIMS OF EASEMENTS, NOT DISCLOSED BY PUBLIC RECORD.
- MAY BE SUBJECT TO THE TERMS AND RIGHTS CONTAINED IN DEED BOOK 2691 PAGE 108, DEED BOOK 5691 PAGE 120 AND DEED BOOK 5698 PAGE 124.
- LOT 28, BLOCK 36 SUBJECT TO PERMISSIVE ENCROACHMENT AGREEMENT AS CONTAINED IN DEED BOOK 10360, PAGE 830 AND DEED BOOK 10360, PAGE 834
- SURVEYED PROPERTY SUBJECT TO ENCROACHMENTS ONTO ADJOINING PROPERTIES, NOT ALL ENCROACHMENTS WERE FIELD SURVEYED AS PER AREAS BEING INACCESSIBLE AT TIME AND DATE OF THIS SURVEY.

**GIS NOTES**

- THIS MAP WAS DEVELOPED USING GEOGRAPHIC INFORMATION SYSTEM DIGITAL DATA DEVELOPED UNDER THE AUSPICES OF THE BUREAU OF TIDELANDS MANAGEMENT, NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION, BUT THIS SECONDARY PRODUCT HAS NOT BEEN VERIFIED BY THE NJDEP AND IS NOT STATE AUTHORIZED.
- THIS MAP WAS DEVELOPED USING GEOGRAPHIC INFORMATION SYSTEM DIGITAL DATA DEVELOPED UNDER THE AUSPICES OF THE NJ DEPARTMENT OF ENVIRONMENTAL PROTECTION, GEOGRAPHIC INFORMATION SYSTEM DIGITAL DATA, BUT THIS SECONDARY PRODUCT HAS NOT BEEN VERIFIED BY THE NJDEP AND IS NOT STATE AUTHORIZED.

**LOT AREA SUMMARY**

BLOCK 25 LOT 4	=	23,195± S.F.	0.5± ACRES
BLOCK 26 LOT 4	=	9,982 S.F.	0.2 ACRES
BLOCK 36 LOTS 12, 13, 18, 24 & 28	=	183,956± S.F.	4.2± ACRES
TOTAL SURVEY AREA	=	201,313± S.F.	4.6± ACRES



**CERTIFIED TO:**

Osborn Sea-Boy Condominium Association;  
Camp Osborn Association;  
Robert Osborn (private land, no association).

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THIS MAP OR PLAN IS THE RESULT OF A FIELD SURVEY MADE ON THE DATE SHOWN BELOW, BY ME OR UNDER MY DIRECT SUPERVISION, IN ACCORDANCE WITH THE RULES AND REGULATIONS PROMULGATED BY THE STATE BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

THIS CERTIFICATION IS GIVEN SOLELY TO THE NAMED PARTIES EXCEPT AS FOLLOWS:  
A. TO THE TITLE INSURER SO THAT IT MAY INSURE TITLE TO THE PREMISES SHOWN HEREON;  
B. TO THE MORTGAGE HOLDER, THE CERTIFICATION SHALL SURVIVE TO ITS SUCCESSORS OR ASSIGNS.

THE INFORMATION SHOWN HEREON CORRECTLY REPRESENTS THE CONDITIONS FOUND AT AND AS OF THE DATE OF THE FIELD SURVEY, EXCEPT SUCH IMPROVEMENTS OR EASEMENTS, IF ANY, BELOW THE SURFACE AND NOT VISIBLE.

CAUTION: IF THIS DOCUMENT DOES NOT CONTAIN A RAISED IMPRESSION SEAL OF THE PROFESSIONAL, IT IS NOT AN AUTHORIZED ORIGINAL DOCUMENT AND MAY HAVE BEEN ALTERED.

**Bsg BIRDSALL SERVICES GROUP**  
ENGINEERS & CONSULTANTS

**FRANK J. BARLOWSKI, P.L.S.**  
NJ PROFESSIONAL LAND SURVEYOR Lic. No. 24G580973500

730 Vassar Avenue  
Lakewood, NJ 08701  
NJ Certificate of Authorization No. 34G2000600

Tel: 732-961-2142  
Fax: 732-961-2143  
WWW.BIRDSALL.COM

Date: 6/28/11 Scale: 1"=30' Drawn: EJB/CBC/ADG Designed: Checked: Released:

NO.	DATE	REVISION	DRAWN	CHKD	REL'D

**BOUNDARY & TOPOGRAPHIC SURVEY**  
**CAMP OSBORN CONDOMINIUMS**  
**TAX MAP**  
**LOT 4, BLOCK 25, LOT 4, BLOCK 26**  
**LOTS 12, 13, 18, 24 & 28, BLOCK 36**

SITUATED IN  
TOWNSHIP OF BRICK, OCEAN COUNTY, NEW JERSEY

Job No: 05234102000  
Drawing Name: Bound-TaxMap.dwg  
Sheet: 1 of 1



**RESTATED AND AMENDED MASTER DEED  
OSBORN SEA-BAY, A CONDOMINIUM AND THE CAMP OSBORNE  
CONDOMINIUM**

**EXHIBIT 3**

**METES AND BOUNDS DESCRIPTION OF ENTIRE PROPERTY (INCLUDES OSBCA &  
COCA) & SURVEY**



May 4, 2021

Job No. LD14-160

**DESCRIPTION OF  
TAX LOT 13.01 BLOCK 36  
SITUATED IN  
TOWNSHIP OF BRICK, OCEAN COUNTY, NEW JERSEY**

Being known and designated as Tax Lot 13.01 Block 36, as assigned by the Township of Brick Tax Assessor, and shown on, or about to be shown on the Tax Assessment Maps prepared for the Township of Brick Ocean County, New Jersey.

Tax Lot 13.01 Block 36 being more particularly described as follows:

**BEGINNING** at a point along the easterly line of the New Jersey State Highway Route No. 35, Northbound (60.0' R.O.W.) at the common division line between Tax Lots 13.01 and 28 Block 36; said point being South 12 degrees 16 minutes 20 seconds West, 62.25 feet measured along the said easterly line of New Jersey State Highway Route No. 35 from the common division line between Tax Lots 28 and 31 Block 36; thence running

1. South 67 degrees 22 minutes 10 seconds East, 68.68 feet measured along the common division line between Tax Lots 13.01 and 28 Block 36 to an angle point therein; thence
2. North 22 degrees 37 minutes 50 seconds East, 61.23 feet continuing along the said common division line to a point in the southerly line of Tax Lot 31 Block 36; thence
3. South 67 degrees 22 minutes 10 seconds East, 356.55 feet measured along the common division line between Tax Lots 13.01 and 31 Block 36 to a point at the common division line between Tax Lots 13.01 and 22 Block 36; thence
4. South 12 degrees 17 minutes 50 seconds West, 248.92 feet measured along the common division line between said Tax Lots 13.01 and 22 to a point in the northerly line of Tax Lot 12 Block 36; thence,
5. North 67 degrees 22 minutes 10 seconds West, 436.31 feet measured along the common division line between Tax Lots 12 and 13.01 Block 36 to a point in the before said easterly line of New Jersey State Highway Route No. 35; thence,
6. North 12 degrees 16 minutes 20 seconds East, 186.70 feet, measure along the said easterly line of New Jersey State Highway Route No. 35, to the place and point of **BEGINNING**.

Containing: 102,312 S.F., 2.348 Acres

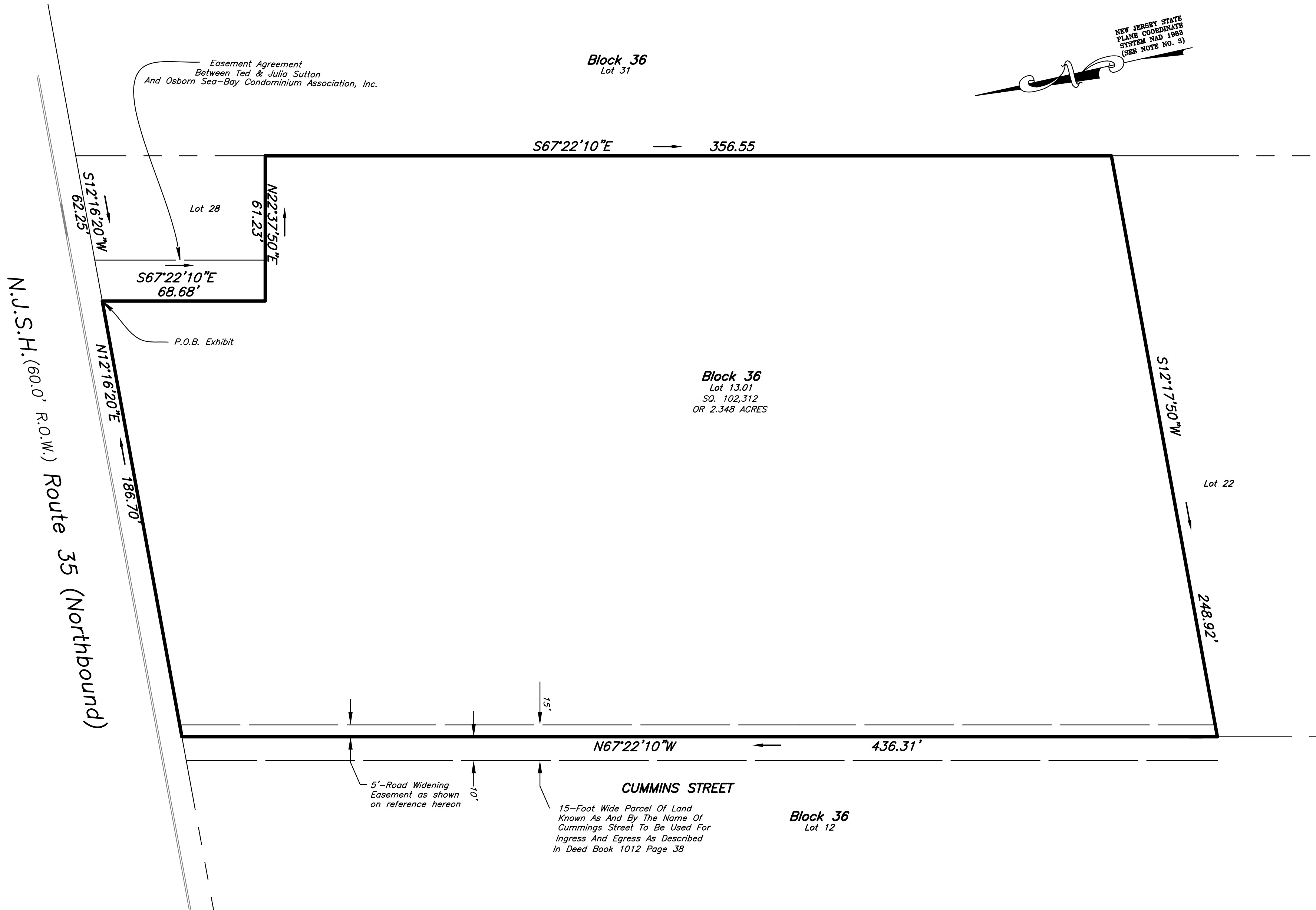
The above described is subject to any and all easements and/or restrictions, if any, being within and/or crossing the same bounds as described above.

The above described was written in accordance with a plan entitled "Exhibit of Property Tax Lot 13.01 Block 36, Situated in Township of Brick, Ocean County, New Jersey", prepared by Matrix New World Engineering, Land Surveying and Landscape Architecture, P.C. dated May 4, 2021.

Prepared By:

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Frank J. Barlowski  
Professional Land Surveyor  
New Jersey License No. 24GS03973500

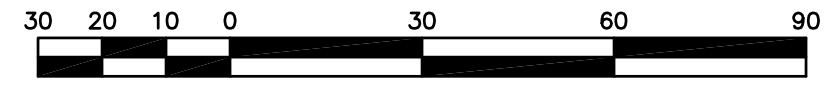


**NOTES**

- KNOWN AND DESIGNATED AS TAX LOT 13.01 BLOCK 36 AS ASSIGNED BY THE TOWNSHIP OF BRICK TAX ASSESSOR.
- FORMERLY KNOWN AS TAX LOTS 13, 18, & 24 IN BLOCK 36.
- ADJACENT LOT AND BLOCK NUMBERS ALONG WITH THE ROAD NAMES AND BOUNDARY INFORMATION SHOWN HEREON ARE AS SHOWN ON THE CURRENT TAX ASSESSMENT MAPS OF THE TOWNSHIP OF BRICK, OCEAN COUNTY, NEW JERSEY, SHEET No. 9.03.
- HORIZONTAL DATUM - N.A.D. 1983 AND VERTICAL DATUM - N.A.V.D. 1988 BASED ON MAP REFERENCE NO 1 LISTED HEREON.
- NO UNDERGROUND UTILITIES ARE SHOWN HEREON. MATRIX NEW WORLD ENGINEERING, MAKES NO GUARANTEES THAT ALL UNDERGROUND UTILITIES ARE SHOWN HEREON AND THAT THE EXACT LOCATIONS OF THE UNDERGROUND UTILITIES INDICATED ON THIS PLAN ARE APPROXIMATE. ALL UTILITY LOCATIONS MUST BE VERIFIED WITH THE PROPER UTILITY COMPANIES PRIOR TO DESIGN, EXCAVATION OR CONSTRUCTION.
- NOT ALL LOT LINES OUTSIDE THE BOUNDARY OF THE SUBJECT PROPERTY SHOWN HEREON HAVE BEEN SURVEYED AND ARE SHOWN AS A GRAPHICAL REPRESENTATION OF EXISTING LOT LINES BASED UPON DEED, FILED MAPS AND TAX MAP INFORMATION.

**MAP REFERENCE**

- "BOUNDARY AND TOPOGRAPHIC SURVEY, CAMP OSBORN CONDOMINIUMS, LOT 4, BLOCK 25; LOT 4, BLOCK 26, LOTS 12, 13, 18, 24 & 28, BLOCK 36 TOWNSHIP OF BRICK, OCEAN COUNTY, NEW JERSEY", PREPARED BY BIRDSALL SERVICES GROUP AND DATED JUNE 28, 2011.
- "TOPOGRAPHIC SURVEY CAMP OSBORN CONDOMINIUMS (EAST SITE) LOTS 13, 18 & 24, BLOCK 36 SITUATED IN TOWNSHIP OF BRICK OCEAN COUNTY, NEW JERSEY", PREPARED BY MATRIX NEWORLD ENGINEERING, P.C., DATED OCTOBER 5, 2015.



GRAPHIC SCALE  
 1 inch=30 feet

<b>EXHIBIT OF PROPERTY</b> <b>TAX LOT 13.01</b> <b>BLOCK 36</b> <b>SITUATED IN</b> TOWNSHIP OF BRICK OCEAN COUNTY, NEW JERSEY	
PROJECT NUMBER: LD14-160 DATE: 05/04/2021 SCALE: 1"=30'	SHEET <b>1</b> OF <b>1</b>
<b>MATRIXNEWORLD</b> Engineering Progress Matrix New World Engineering, Land Surveying and Landscape Architecture, P.C. 442 State Route 35, Second Floor Eatontown, New Jersey 07724 WBE / DBE / SBE NEW JERSEY CERTIFICATE OF AUTHORIZATION No. 24GA27962300 Tel: 732-586-2999 Fax: 973-240-1818 www.matrixnewworld.com	
<b>FRANK J. BARLOWSKI, P.L.S.</b> NEW JERSEY PROFESSIONAL LAND SURVEYOR LICENSE NO. 24GS03973500 DESIGNED BY: PI REVIEWED BY: FJB RELEASED BY: DATE:	
REVISIONS NO. DESCRIPTION DATE BY: REL.:	



**RESTATED AND AMENDED MASTER DEED  
OSBORN SEA-BAY, A CONDOMINIUM AND THE CAMP OSBORNE  
CONDOMINIUM**

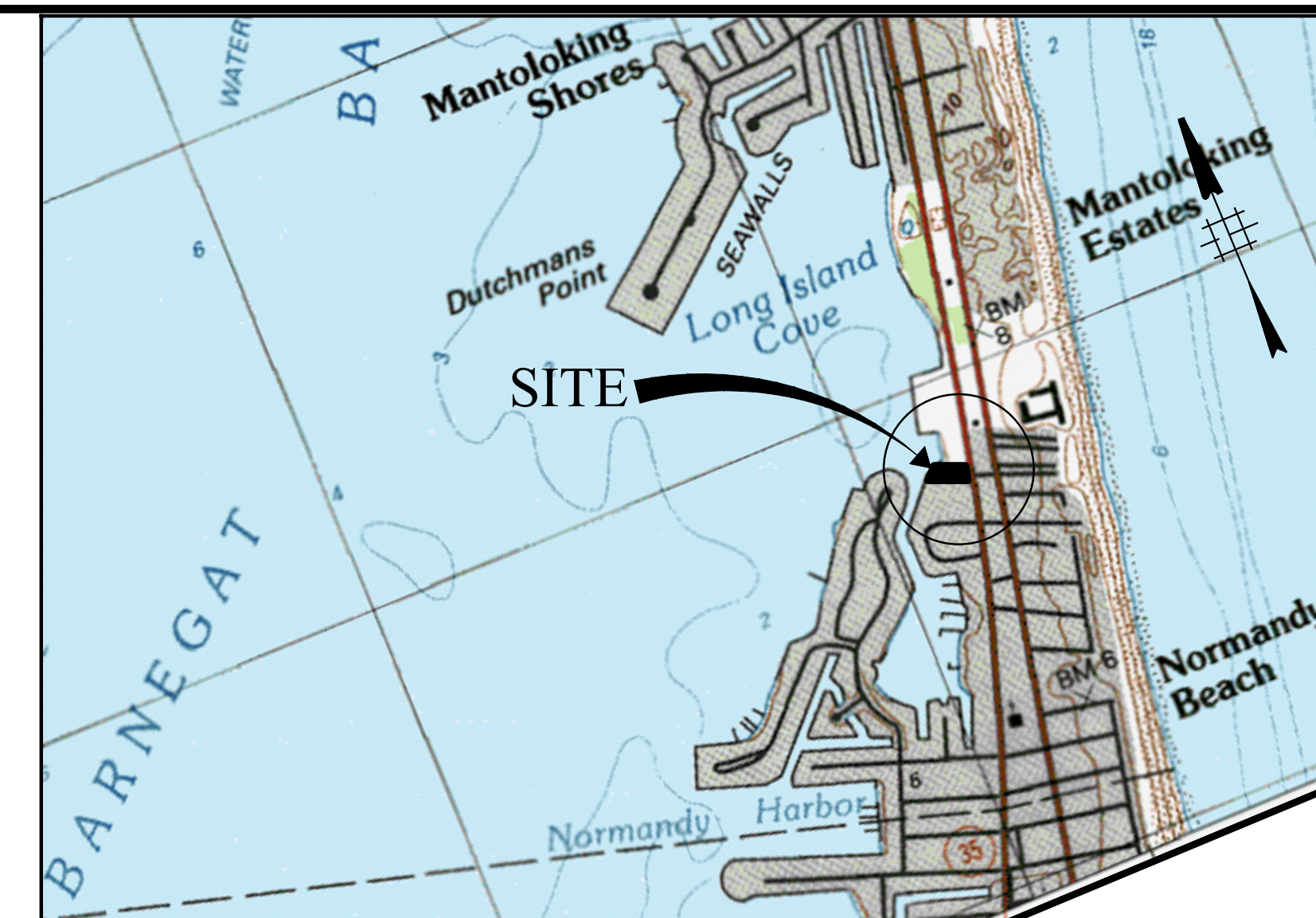
EXHIBIT 4

CONDOMINIUM PLAN FOR BAY UNITS

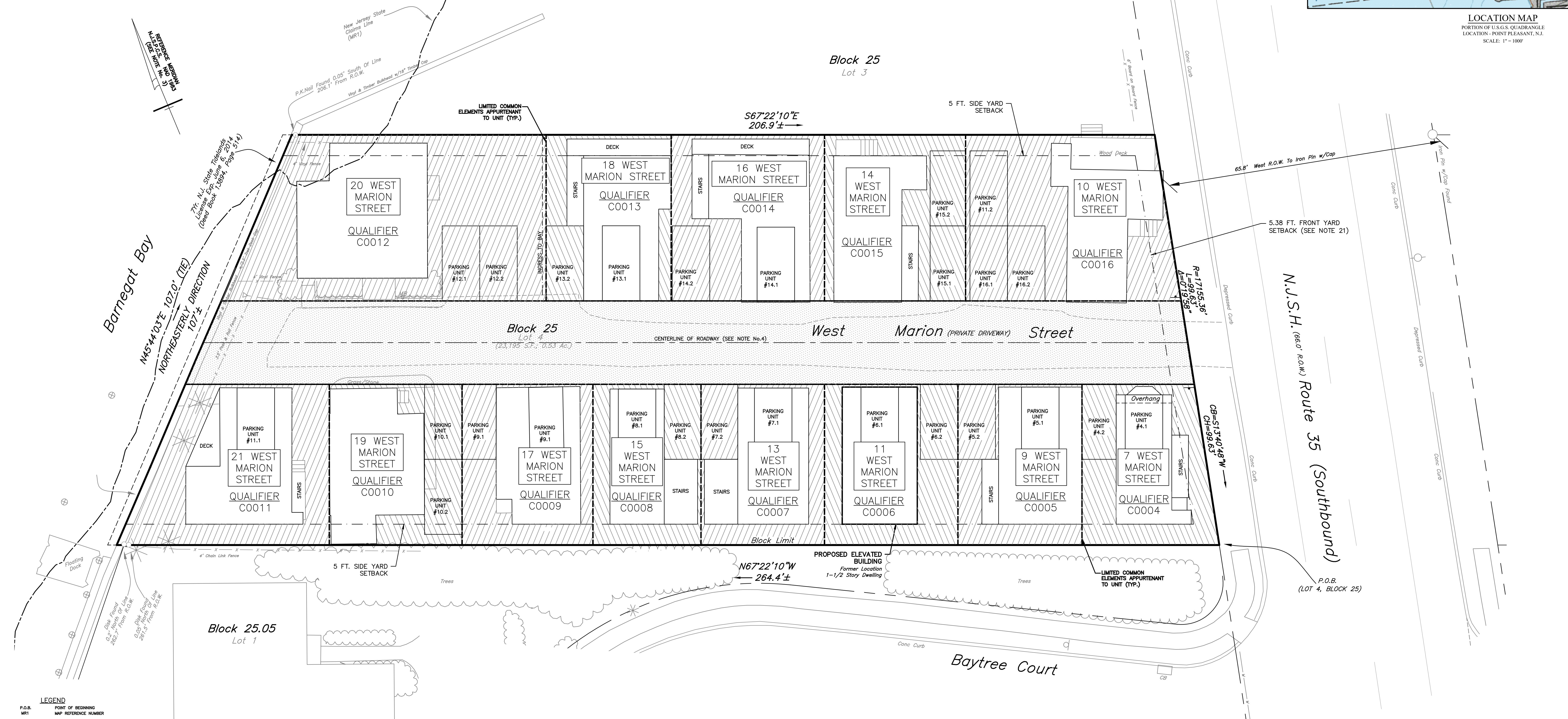




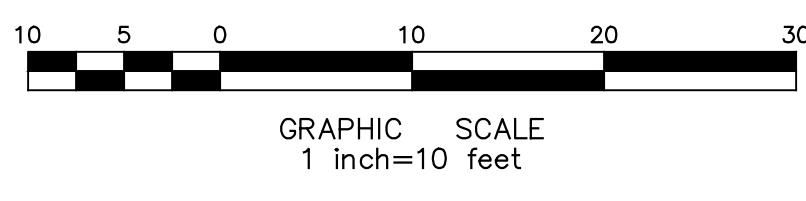
MARCH 2011 AERIAL PHOTO  
SCALE: 1"=30'



LOCATION MAP  
PORTION OF U.S.G.S. QUADRANGLE  
LOCATION - POINT PLEASANT, N.J.  
SCALE: 1"=1000'



LEGEND table with symbols for P.O.B., MET, CURB LINE, DEPRESSION CURB, EDGE OF PAVEMENT, FENCE LINE, etc.



- MAP REFERENCES
1. "BOUNDARY & TOPOGRAPHIC SURVEY CAMP OSBORN CONDOMINIUMS TAX MAP LOT 4, BLOCK 25, LOT 4, BLOCK 26 LOTS 12, 13, 18, 24 & 28, BLOCK 36 SITUATED IN TOWNSHIP OF BRICK, OCEAN COUNTY, NEW JERSEY," PREPARED BY BIRDSELL SERVICES GROUP, DATED JUNE 28, 2011.
2. "CENTERLINE ROAD TOWING PLAN CAMP OSBORN CONDOMINIUMS TAX MAP LOT 4, BLOCK 25, LOT 4, BLOCK 26 LOTS 12, 13, 18, 24 & 28, BLOCK 36 SITUATED IN TOWNSHIP OF BRICK, OCEAN COUNTY, NEW JERSEY," PREPARED BY BIRDSELL SERVICES GROUP, DATED MARCH 5, 2012.
3. THE INFORMATION SHOWN ON THIS PLAN, SPECIFICALLY RELATED TO THE LIMITED COMMON ELEMENT AREAS, EXISTING AND PROPOSED UNITS AND DESIGNATED PARKING SPACES, IS BASED UPON THE PLAN ENTITLED, "PARKING PLAN EXHIBIT FOR LIMITED COMMON ELEMENTS, OSBORN SEA-BAY CONDOMINIUM, TAX MAP LOT 4, BLOCK 25, WEST MARION STREET, SITUATED IN TOWNSHIP OF BRICK, OCEAN COUNTY, NEW JERSEY," DATED MAY 18, 2010, (LAST REVISED JULY 8, 2015) AND PREPARED BY MATRIX NEW WORLD ENGINEERING, INC., WHICH HAS BEEN APPROVED BY THE BRICK TOWNSHIP ZONING BOARD OF ADJUSTMENT AS STATED IN THE RESOLUTION OF APPROVAL DATED OCTOBER 7, 2015 FOR APPLICATION NO. BA-2865-PSP/PSP-D-12/13.

NOTES

- 1. SUBJECT PROPERTY KNOWN AND DESIGNATED AS LOT 4 IN BLOCK 25 AS SHOWN ON THE TAX ASSESSMENT MAPS OF THE TOWNSHIP OF BRICK, OCEAN COUNTY, NEW JERSEY, SHEET NO. 9.03.
2. THE LOT AND BLOCK NUMBERS ALONG WITH THE ROAD NAMES SHOWN HEREON ARE AS SHOWN ON THE TAX ASSESSMENT MAPS OF THE TOWNSHIP OF BRICK, OCEAN COUNTY, NEW JERSEY, SHEET NO. 9.03.
3. HORIZONTAL DATUM - NAD 1983 AND VERTICAL DATUM - N.A.S.D. 1988 ALONG WITH SUBJECT PROPERTY BOUNDARY AND EXISTING TOPOGRAPHY CONDITIONS INFORMATION SHOWN HEREON IS BASED ON MAP ENTITLED "EXISTING CONDITIONS SURVEY OSBORN SEA-BAY CONDOMINIUM TAX MAP LOT 4 BLOCK 25 WEST MARION STREET SITUATED IN TOWNSHIP OF BRICK, OCEAN COUNTY, NEW JERSEY," PREPARED BY MATRIX NEW WORLD ENGINEERING, INC. DATED OCTOBER 28, 2013.
4. THE LOCATION OF THE CENTERLINE OF ROADWAY SHOWN HEREON IS BASED ON MAP REFERENCE No. 2 LISTED HEREON.
5. MAY BE SUBJECT TO THE TERMS AND RIGHTS CONTAINED IN DEED BOOK 5691 PAGE 108, DEED BOOK 5691 PAGE 120 AND DEED BOOK 5698 PAGE 124.

FEMA FLOOD NOTES

THE SUBJECT PROPERTY IS LOCATED WITHIN THE FOLLOWING SPECIAL FLOOD HAZARD AREAS AS PER THE FEMA FLOOD INSURANCE RATE MAP:
FIRM FLOOD INSURANCE RATE MAP OCEAN COUNTY, NEW JERSEY (ALL JURISDICTIONS) PANEL 216 OF 611 CONTAINS BRICK TOWNSHIP OF DOVER TOWNSHIP OF MANTOLOKING, BOROUGH OF, MAP NUMBER 3402FC0216, EFFECTIVE DATE SEPTEMBER 29, 2008.
ZONE AE - BASE FLOOD ELEVATIONS DETERMINED, (E.L. 6') N.A.V.D. 1988
NOTE: AT THE TIME AND DATE OF THIS SURVEY, FEMA GEOPLATFORM ONLINE SERVICES THE BEST AVAILABLE FLOOD HAZARD DATA, RELEASE DATE OF JUNE 17, 2013, SHOWS THE SUBJECT PROPERTY LOCATED WITHIN THE PRELIMINARY WORK MAP FLOOD ZONE.

I HEREBY CERTIFY THAT THESE PLANS CONSTITUTE A CORRECT REPRESENTATION OF THE APPROVED IMPROVEMENTS.

DAVID G. EARECKSON, P.E. DATE

REVISIONS table with columns for NO., DATE, DES., and REV.

DESIGNED BY: DAVID G. EARECKSON, P.E.
NEW JERSEY PROFESSIONAL ENGINEER
LICENSE NO. 2465E0424400

MATRIXNEWORLD Engineering Program
Matrix New World Engineering, Land Surveying and Landscape Architecture, P.C.
442 State Route 35, Second Floor
Edgewater, New Jersey 07724
Tel: 732-588-2989
Fax: 973-241-7818
www.matrixnewworld.com
NEW JERSEY CERTIFICATE OF AUTHORIZATION No. ZAG63292828

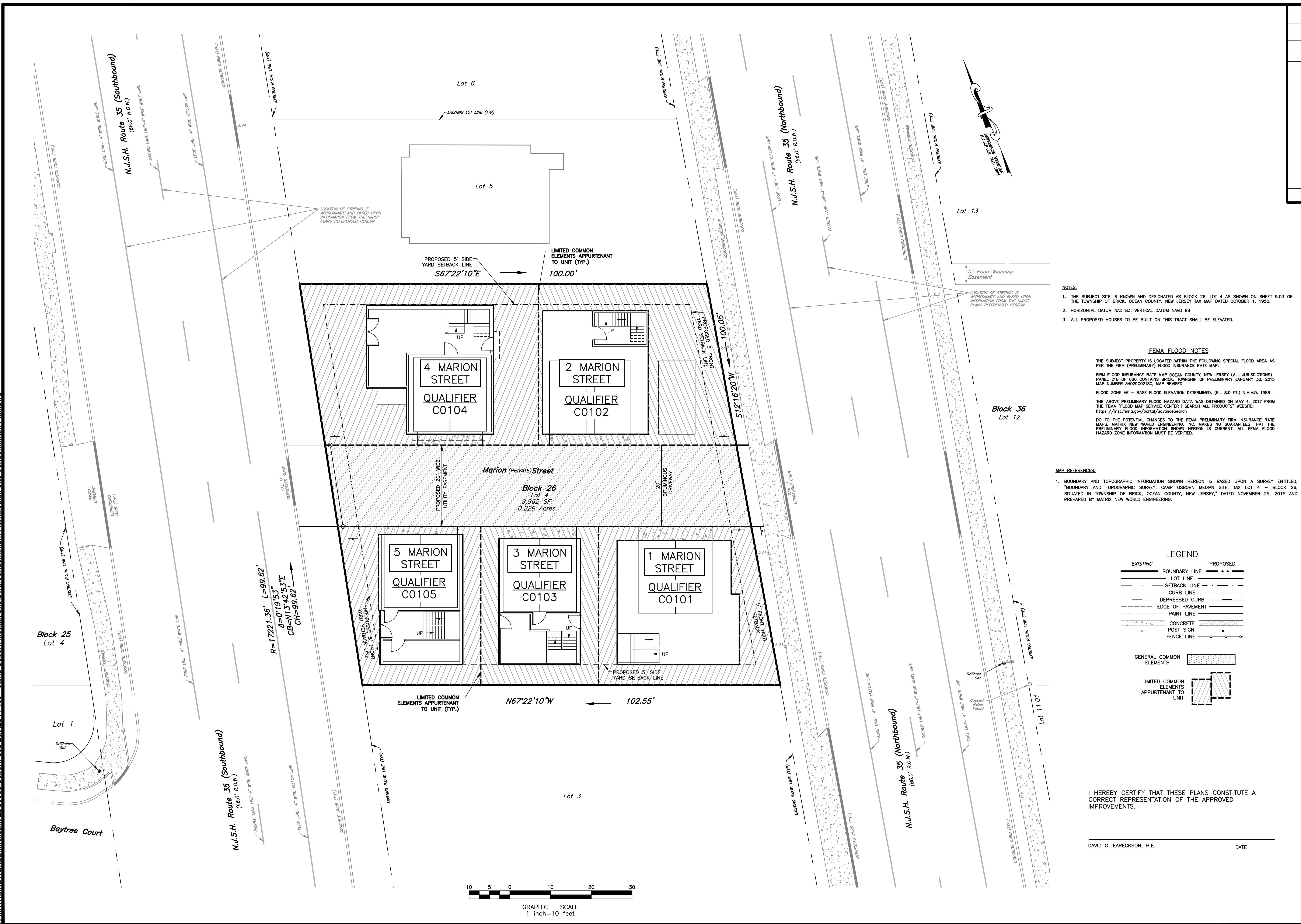
CONDOMINIUM PLAN OSBORN SEA-BAY CONDOMINIUM TAX LOT 4, BLOCK 25
PROJECT NUMBER: LDI13-191
DATE: 08/25/2021
SCALE: 1"=10'
SHEET 1 OF 1



**RESTATED AND AMENDED MASTER DEED  
OSBORN SEA-BAY, A CONDOMINIUM AND THE CAMP OSBORNE  
CONDOMINIUM**

**EXHIBIT 5**

**CONDOMINIUM PLAN FOR MEDIAN UNITS**



LOCATION OF STRIPING IS APPROXIMATE AND BASED UPON INFORMATION FROM THE NUDOT PLANS REFERENCED HEREON

LOCATION OF STRIPING IS APPROXIMATE AND BASED UPON INFORMATION FROM THE NUDOT PLANS REFERENCED HEREON

$$R = 17221.36' \quad L = 99.62'$$
$$\Delta = 0^\circ 19' 53''$$
$$CB = N1^\circ 34' 53'' E$$
$$CH = 99.62'$$

- NOTES:**
1. THE SUBJECT SITE IS KNOWN AND DESIGNATED AS BLOCK 26, LOT 4 AS SHOWN ON SHEET 9.03 OF THE TOWNSHIP OF BRICK, OCEAN COUNTY, NEW JERSEY TAX MAP DATED OCTOBER 1, 1950.
  2. HORIZONTAL DATUM NAD 83; VERTICAL DATUM NAVD 88
  3. ALL PROPOSED HOUSES TO BE BUILT ON THIS TRACT SHALL BE ELEVATED.

**FEMA FLOOD NOTES**

THE SUBJECT PROPERTY IS LOCATED WITHIN THE SPECIAL FLOOD AREA AS PER THE FIRM (PRELIMINARY) FLOOD INSURANCE RATE MAP:

FIRM FLOOD INSURANCE RATE MAP OCEAN COUNTY, NEW JERSEY (ALL JURISDICTIONS) PANEL 218 OF 660 CONTAINS BRICK TOWNSHIP PRELIMINARY JANUARY 30, 2015 MAP NUMBER 34029002180, MAP REVISED

FLOOD ZONE AE - BASE FLOOD ELEVATION DETERMINED. (EL. 8.0 FT.) N.A.V.D. 1988

THE ABOVE PRELIMINARY FLOOD HAZARD DATA WAS OBTAINED ON MAY 4, 2017 FROM THE FEMA "FLOOD MAP SERVICE CENTER | SEARCH ALL PRODUCTS" WEBSITE: <https://firms.fema.gov/portal/advanceSearch>

GO TO THE POTENTIAL CHANGES TO THE FEMA PRELIMINARY FIRM INSURANCE RATE MAPS, MATRIX NEW WORLD ENGINEERING, INC. MAKES NO GUARANTEES THAT THE PRELIMINARY FLOOD INFORMATION SHOWN HEREON IS CURRENT. ALL FEMA FLOOD HAZARD ZONE INFORMATION MUST BE VERIFIED.

- MAP REFERENCES:**
1. BOUNDARY AND TOPOGRAPHIC INFORMATION SHOWN HEREON IS BASED UPON A SURVEY ENTITLED, "BOUNDARY AND TOPOGRAPHIC SURVEY, CAMP OSBORN MEDIAN SITE, TAX LOT 4 - BLOCK 26, SITUATED IN TOWNSHIP OF BRICK, OCEAN COUNTY, NEW JERSEY," DATED NOVEMBER 25, 2015 AND PREPARED BY MATRIX NEW WORLD ENGINEERING.

**LEGEND**

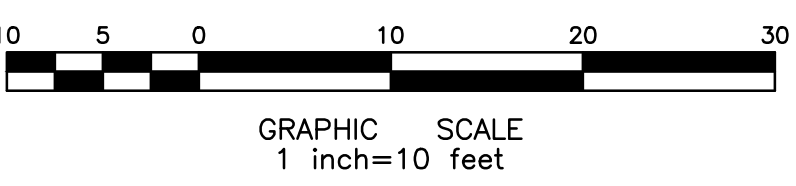
EXISTING	PROPOSED
BOUNDARY LINE	BOUNDARY LINE
LOT LINE	LOT LINE
SETBACK LINE	SETBACK LINE
CURB LINE	CURB LINE
DEPRESSED CURB	DEPRESSED CURB
EDGE OF PAVEMENT	EDGE OF PAVEMENT
PAINT LINE	PAINT LINE
CONCRETE	CONCRETE
POST SIGN	POST SIGN
FENCE LINE	FENCE LINE

GENERAL COMMON ELEMENTS	LIMITED COMMON ELEMENTS APPURTENANT TO UNIT
[Symbol]	[Symbol]

I HEREBY CERTIFY THAT THESE PLANS CONSTITUTE A CORRECT REPRESENTATION OF THE APPROVED IMPROVEMENTS.

DAVID G. EARECKSON, P.E. \_\_\_\_\_ DATE \_\_\_\_\_



DESIGNED BY:		REVIEWED BY:		RELEASED BY:	
DAVID G. EARECKSON, P.E. NEW JERSEY PROFESSIONAL ENGINEER LICENSE NO. 2406422440					
DATE					
REVISIONS					
No.	Description	Date	By	Appr.	

MATRIXNEWORLD Engineering Progress	
Matrix New World Engineering, Land Surveying and Landscape Architecture, P.C. 442 State Route 35, Second Floor Eatontown, New Jersey 07724 Certified WBE	Tel: 732-586-2999 Fax: 973-240-1518 www.matrixnewworld.com
NEW JERSEY CERTIFICATE OF AUTHORIZATION No. 24GA27962300	

CONDOMINIUM PLAN	
OSBORN SEA-BAY CONDO ASSOCIATION MEDIAN SITE BLOCK 26, LOT 4 TOWNSHIP OF BRICK, OCEAN COUNTY, NEW JERSEY	

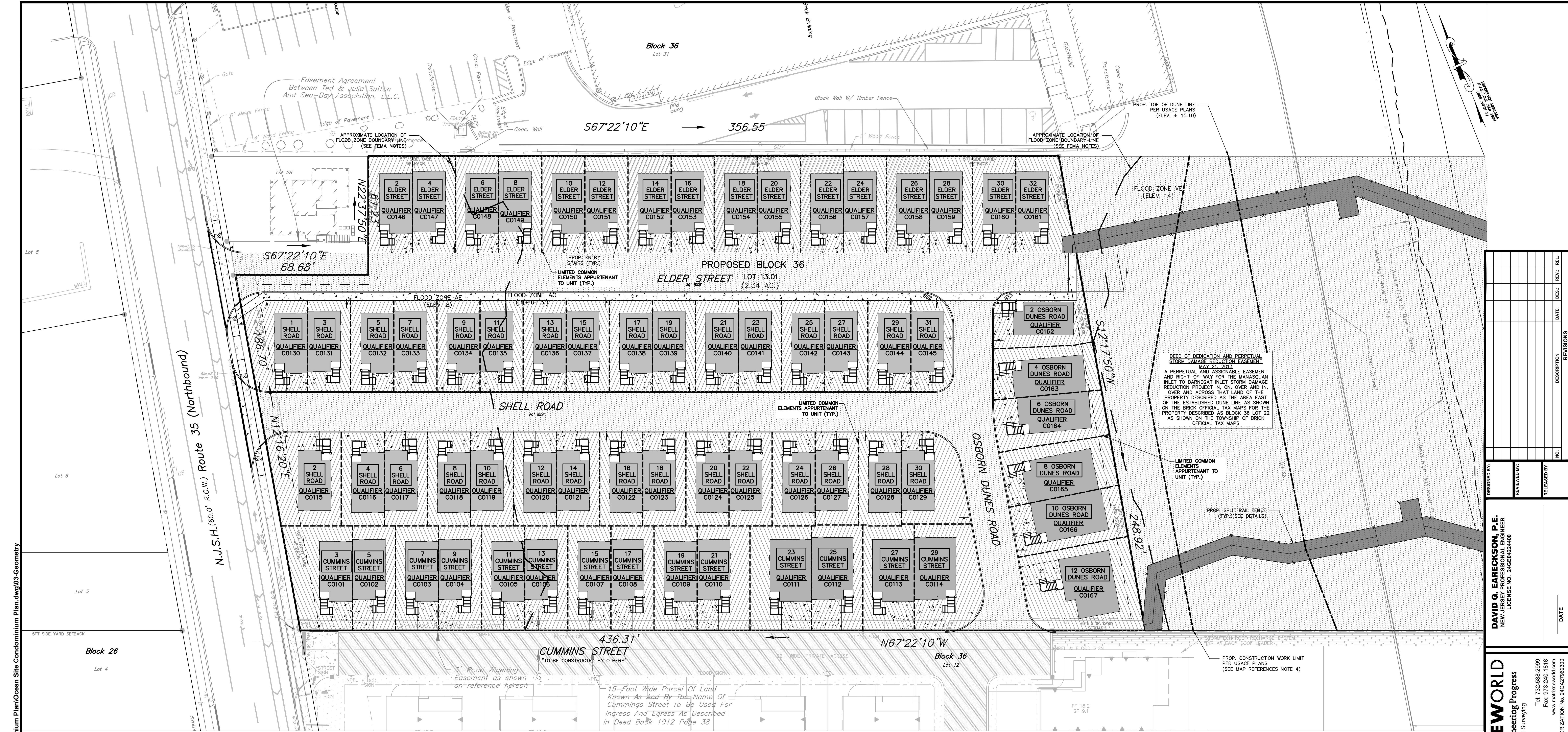
PROJECT NUMBER: LD14-159
DATE: 08/25/2021
SCALE: 1"=10'
SHEET 1 OF 1

**RESTATED AND AMENDED MASTER DEED  
OSBORN SEA-BAY, A CONDOMINIUM AND THE CAMP OSBORNE  
CONDOMINIUM**

**EXHIBIT 6**

**CONDOMINIUM PLAN FOR OCEAN UNITS AND COCA UNITS**





Plotted: 9/10/2021 10:51 AM, By: Tori Massara  
 © MATRIXNEWORLD\Matrix.LD\jbs\Osborn Sea-Bay\LD14-160 - Camp Osborn Ocean Site\DWG\Plot Sheets\Condominium Plan\Ocean Site Condominium Plan.dwg\03-Geometry

I HEREBY CERTIFY THAT THESE PLANS CONSTITUTE A CORRECT REPRESENTATION OF THE APPROVED IMPROVEMENTS.

DAVID G. EARECKSON, P.E. DATE

**FEMA FLOOD NOTES**

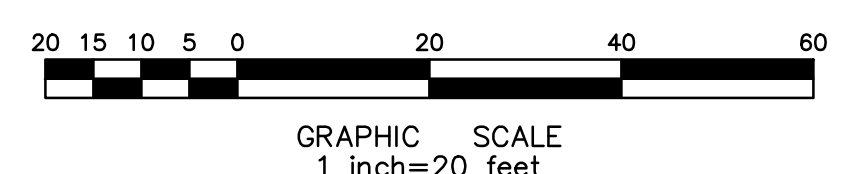
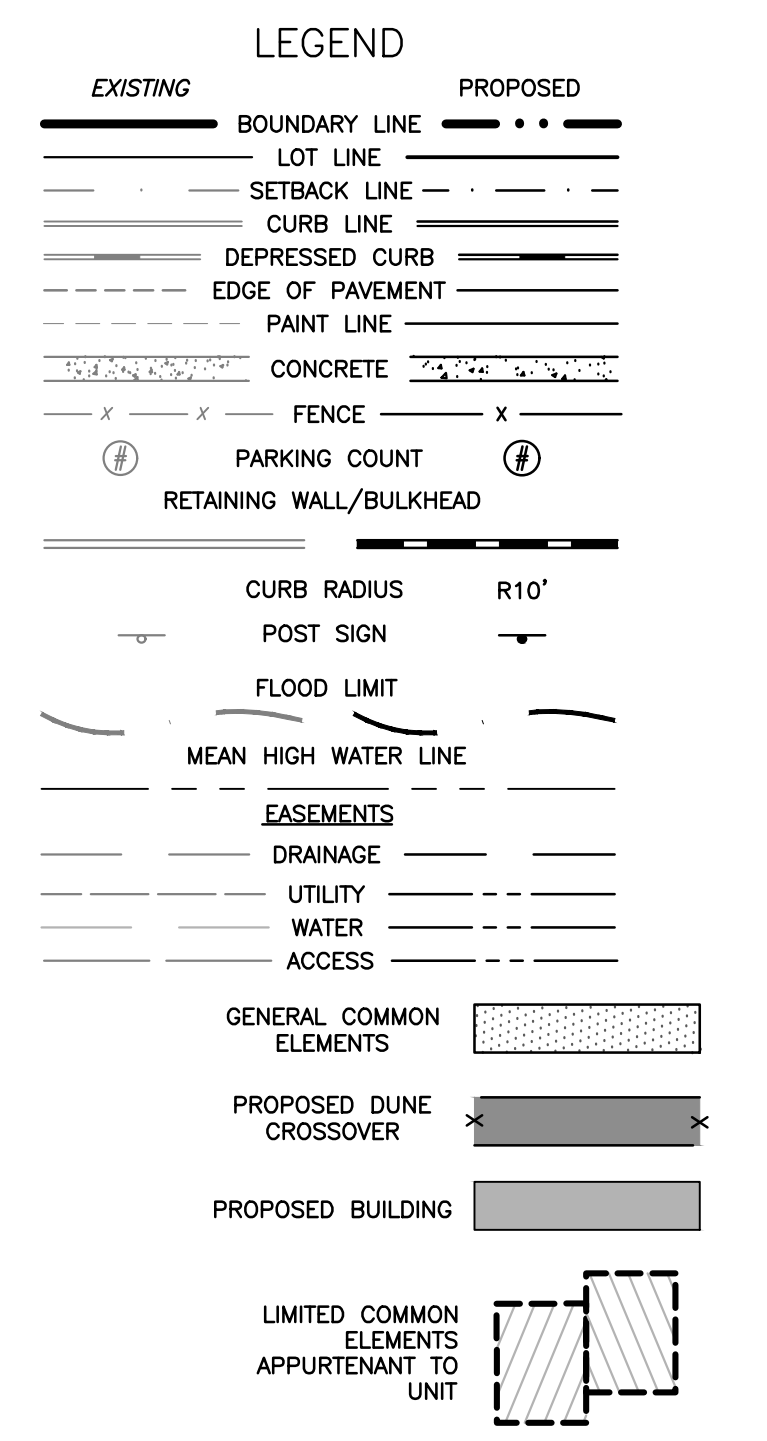
THE SUBJECT PROPERTY RECEIVED A LETTER OF MAP REVISION (LOMR MAP NO. 3402902218) ON MAY 30, 2017 WHICH REVISED THE FLOOD INSURANCE RATE MAP SUCH THAT ONLY THE FOLLOWING FLOOD ZONES EXIST ON LOTS 13, 18, AND 24:  
 FLOOD ZONE AE - BASE FLOOD ELEVATION DETERMINED. (EL. 8.0 FT.) N.A.V.D. 1988  
 FLOOD ZONE AO - BASE FLOOD ELEVATION DETERMINED. (EL. 3.0 FT.) N.A.V.D. 1988  
 FLOOD ZONE VE - BASE FLOOD ELEVATION DETERMINED. (EL. 14.0 FT.) N.A.V.D. 1988 IS CONTAINED ENTIRELY WITHIN LOT 22

**NOTES**

1. THE SUBJECT SITE IS KNOWN AND DESIGNATED AS BLOCK 36, LOTS 13.01.
2. HORIZONTAL DATUM NAD 83; VERTICAL DATUM NAVD 88
3. TO CONVERT FROM NAVD88 TO NVD029 +1.14'; TO CONVERT FROM NVD029 TO NAVD88 -1.14'.
4. ALL PROPOSED HOUSES SHALL HAVE FINISHED FLOORS SET AT LEAST TWO (2) FEET ABOVE THE FLOOD ELEVATION AT THE HOME. ALL HOMES ON THIS TRACT ARE REQUIRED TO HAVE AT LEAST ONE (1) PARKING SPACE UNDERNEATH AT THE GARAGE FLOOR ELEVATIONS SHOWN, WHICH WILL REQUIRE THE FINISHED FLOOR TO BE NINE (9) FEET ABOVE THE GROUND SURFACE AND THEREFORE EXCEED THE MINIMUM ELEVATIONS SPECIFIED ABOVE, IN ACCORDANCE WITH ORDINANCE SECTION 245.
5. BLANKET EASEMENTS HAVE BEEN FILED ON LOT 13.01 FOR ALL PUBLIC UTILITIES.

**MAP REFERENCES:**

1. BOUNDARY AND TOPOGRAPHIC INFORMATION SHOWN HEREON IS BASED UPON A SURVEY ENTITLED, "BOUNDARY AND TOPOGRAPHIC SURVEY, CAMP OSBORN OCEAN SITE, TAX LOT 13, 18 & 24 - BLOCK 36, SITUATED IN TOWNSHIP OF BRICK, OCEAN COUNTY, NEW JERSEY," DATED JULY 31, 2017 AND PREPARED BY MATRIX NEW WORLD ENGINEERING.
2. PROPOSED IMPROVEMENTS FOR ADJACENT TAX LOT 12 - BLOCK 36 BASED UPON SITE PLANS TITLED "PRELIMINARY MAJOR SUBDIVISION FOR OSBORN ESTATES, LOT 12, BLOCK 36, TOWNSHIP OF BRICK, OCEAN COUNTY, N.J." AS PREPARED BY LINDSTROM, DIESSNER & CARR, P.C., DATED 5/11/17, LAST REVISED 7/10/19.



NO.	DESCRIPTION	DATE	REV.	REL.

DESIGNED BY: **DAVID G. EARECKSON, P.E.**  
 NEW JERSEY PROFESSIONAL ENGINEER  
 LICENSE NO. 2460424400

REVIEWED BY: \_\_\_\_\_  
 RELEASED BY: \_\_\_\_\_

**MATRIXNEWORLD**  
 Engineering Progress  
 Matrix New World Engineering and Surveying  
 and Landscape Architecture, P.C.  
 442 State Route 35, Second Floor  
 Eatontown, New Jersey 07724  
 Tel: 732-588-2999  
 Fax: 973-240-1818  
 www.matrixnewworld.com  
 Certificate WBE  
 NEW JERSEY CERTIFICATE OF AUTHORIZATION No. 24GAZ7962300

**CONDOMINIUM PLAN**  
**CAMP OSBORN OCEAN SITE**  
**BLOCK 36, LOT 13.01**  
 SITUATED IN  
 TOWNSHIP OF BRICK, OCEAN COUNTY, NEW JERSEY

PROJECT NUMBER: LD14-160  
 DATE: 08/25/2021  
 SCALE: 1"=20'  
 SHEET 1 of 1



**RESTATED AND AMENDED MASTER DEED**  
**OSBORN SEA-BAY, A CONDOMINIUM AND THE CAMP OSBORNE**  
**CONDOMINIUM**

EXHIBIT 7

CERTIFICATE OF INCORPORATION OF OSBORN DUNES AT SOUTH MANTOLOKING  
CONDOMINIUM ASSOCIATION, INC.

NEW JERSEY DEPARTMENT OF THE TREASURY  
DIVISION OF REVENUE AND ENTERPRISE SERVICES

**CERTIFICATE OF INC, (NON PROFIT)**

**OSBORN DUNES AT SOUTH MANTOLOKING CONDOMINIUM ASSOCIATION INC.  
0450699632**

The above-named DOMESTIC NON-PROFIT CORPORATION was duly filed in accordance with New Jersey State Law on 09/09/2021 and was assigned identification number 0450699632. Following are the articles that constitute its original certificate.

**1. Name:**

OSBORN DUNES AT SOUTH MANTOLOKING CONDOMINIUM ASSOCIATION INC.

**2. Registered Agent:**

DAN REDMOND

**3. Registered Office:**

3 CONOVER ROAD  
WHITEHOUSE STATION, NEW JERSEY 08889

**4. Business Purpose:**

SEE ATTACHED.  
See attached for continuation of Business Purpose

**5. Duration:**

PERPETUAL

**6. Effective Date of this Filing Is:**

09/09/2021

**7. Qualification as set forth herein:**

AS SET FORTH IN THE BYLAWS

**8. Rights and Limitations of members if not previously addressed:**

AS SET FORTH IN THE BYLAWS

**9. Method of electing Trustees as set forth herein:**

AS SET FORTH IN THE BYLAWS

**10. Asset Distribution:**

AS SET FORTH IN THE BYLAWS

**11. First Board of Trustees:**

DAN REDMOND  
3 CONOVER ROAD  
WHITEHOUSE STATION, NEW JERSEY 08889

JOHN MALONE  
52 BERKSHIRE COURT  
TOMS RIVER, NEW JERSEY 08753

TONY SWANEVELD  
41 HILL STREET  
RANDOLPH , NEW JERSEY 07869

**12. Incorporators:**

CHIARA R. MANCINI, ESQ.  
125 HALF MILE ROAD  
SUITE 300  
RED BANK, NEW JERSEY 07701-0770



NEW JERSEY DEPARTMENT OF THE TREASURY  
DIVISION OF REVENUE AND ENTERPRISE SERVICES

**CERTIFICATE OF INC, (NON PROFIT)**

**OSBORN DUNES AT SOUTH MANTOLOKING CONDOMINIUM ASSOCIATION INC.  
0450699632**

**13. Main Business Address:**

P.O. BOX 927  
NORMANDY BEACH, NEW JERSEY 08739

**Signatures:**

CHIARA R. MANCINI, ESQ.  
INCORPORATOR



Certificate Number : 4148114442

Verify this certificate online at

[https://www1.state.nj.us/TYTR\\_StandingCert/JSP/Verify\\_Cert.jsp](https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp)

*IN TESTIMONY WHEREOF, I have  
hereunto set my hand and  
affixed my Official Seal  
9th day of September, 2021*

A handwritten signature in cursive script, appearing to read "Elizabeth Maher Muoio".

Elizabeth Maher Muoio  
State Treasurer

NEW JERSEY DEPARTMENT OF THE TREASURY  
DIVISION OF REVENUE AND ENTERPRISE SERVICES

CERTIFICATE OF INC, (NON PROFIT)

OSBORN DUNES AT SOUTH MANTOLOKING CONDOMINIUM ASSOCIATION INC.  
0450699632

CERTIFICATE OF INCORPORATION

FOR

OSBORN DUNES AT SOUTH MANTOLOKING CONDOMINIUM ASSOCIATION,  
INC.

The undersigned, who is of full age, in order to form a corporation pursuant to the provisions of the New Jersey Nonprofit Corporation Act, Title 15A of the New Jersey Statutes Annotated, does hereby certify:

**ARTICLE I**

Name. The name of the corporation is "Osborn Dunes at South Mantoloking Condominium Association, Inc." (the "Association").

**ARTICLE II**

Location. The principal office of the Association is located at c/o P.O. Box 927, Normandy Beach, New Jersey 08739.

**ARTICLE III**

Registered Agent. Dan Redmond, 3 Conover Road, Whitehouse Station, New Jersey 08889, is hereby appointed the initial registered agent of this Association.

**ARTICLE IV**

Purpose and Powers of the Association. This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for the maintenance, preservation and control of the Common Elements within the condominium described in that certain Master Deed entitled "Restated and Amended Master Deed for Osborn Sea Bay, a Condominium and The Camp Osborn Condominium" recorded or intended to be recorded in the Office of the Clerk of Ocean County, as same may be amended and supplemented as therein provided, and to promote the health, safety and welfare of the residents within the above described property and for these purposes:

(a) to exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Master Deed and in the By-Laws of the Association, as they both may be amended and supplemented from time to time as therein provided, said Master Deed and By-Laws being incorporated herein as if set forth at length;

(b) to fix, levy, collect and enforce payment by any lawful means of all charges or assessments pursuant to the terms of said Master Deed and By-Laws of the Association; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

NEW JERSEY DEPARTMENT OF THE TREASURY  
DIVISION OF REVENUE AND ENTERPRISE SERVICES

**CERTIFICATE OF INC, (NON PROFIT)**

**OSBORN DUNES AT SOUTH MANTOLOKING CONDOMINIUM ASSOCIATION INC.  
0450699632**

(c) to acquire (by gift, purchase, or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) to borrow money, to mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred; and

(e) to have and to exercise any and all powers, rights and privileges which a corporation organized under the State of New Jersey by law may now or hereafter have or exercise.

**ARTICLE V**

Membership. Every person or entity who is a record owner of a fee interest in any Unit which is subject to the Master Deed and qualifies in accordance with the By-Laws shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Ownership of any such Unit shall be the sole qualification for membership. Upon termination of an owner's interest in the Unit, his membership shall automatically terminate and shall be transferred and shall inure to the new Unit Owner succeeding him in interest.

**ARTICLE VI**

Board of Trustees. The affairs of this Association shall be managed by a Board of Trustees, which shall be composed of three (3) persons in accordance with the terms of the By-Laws. The names and addresses of the persons who are to act in the capacity of Trustees until the selection of their successors are:

Dan Redmond  
3 Conover Road  
Whitehouse Station, New Jersey 08889

Tony Swaneveld  
41 Hill Street  
Randolph, New Jersey 07869

John Malone  
52 Berkshire Court  
Toms River, New Jersey 08753

The method of electing Trustees are set forth in the By-Laws of the Association.

**ARTICLE VII**

Distribution of Assets. Upon dissolution, the assets of the Association shall be distributed in accordance with each Unit's appurtenant proportionate interest in the Common Elements of the Condominium.

**ARTICLE VIII**

Duration. The Association shall exist perpetually.

NEW JERSEY DEPARTMENT OF THE TREASURY  
DIVISION OF REVENUE AND ENTERPRISE SERVICES

**CERTIFICATE OF INC, (NON PROFIT)**

**OSBORN DUNES AT SOUTH MANTOLOKING CONDOMINIUM ASSOCIATION INC.  
0450699632**


**ARTICLE IX**

Amendments. Amendment of this Certificate shall require the assent of 100% percent of the members of the Association.

**ARTICLE X**

Incorporator. Chiara R, Mancini, Esq., whose address is c/o Giordano, Halleran & Ciesla, P.C., 125 Half Mile Road, Suite 300, Red Bank, New Jersey 07701, is hereby appointed the incorporator of this Association.

IN WITNESS WHEREOF, for the purpose of forming this nonprofit corporation under the laws of the State of New Jersey, the undersigned, the incorporator of this Association, has executed this Certificate of Incorporation this 9<sup>th</sup> day of September, 2021.

  
Chiara R. Mancini, Esq.

**RESTATED AND AMENDED MASTER DEED  
OSBORN SEA-BAY, A CONDOMINIUM AND THE CAMP OSBORNE  
CONDOMINIUM**

EXHIBIT 8

ZONING ORDINACE

## ORDINANCE

### AN ORDINANCE OF THE TOWNSHIP OF BRICK, COUNTY OF OCEAN, STATE OF NEW JERSEY AMENDING AND SUPPLEMENTING THE TOWNSHIP CODE OF THE TOWNSHIP OF BRICK, SO AS TO AMEND CHAPTER 245, ENTITLED "LAND USE" TO AMEND CHAPTER 245-144B CAPTIONED "BEACH COTTAGE COMMUNITY CONDITIONAL USE" AND TO ESTABLISH CHAPTER 245-298.3 CONDITIONAL USE REQUIREMENTS APPLICABLE TO THE "BEACH COTTAGE COMMUNITY CONDITIONAL USE"

**BE IT ORDAINED** by the Mayor and Township Council of the Township of Brick, County of Ocean, and State of New Jersey, as follows:

**SECTION 1.** Chapter 245 of the Township Code of the Township of Brick entitled "Land Use" is hereby amended to delete the existing Subsection (B) of Section 245-144 in its entirety.

**SECTION 2.** Chapter 245 Section-144.1B of the Township Code of the Township of Brick entitled "Land Use" is hereby amended and supplemented to read as follows:

§ 245-144.B. Beach Cottage Community Conditional Use. A beach cottage conditional use overlay is hereby established for rebuilding of dwellings only on the following properties; Block 25, Lot 4, Block 26, Lot 4 and Block 36, Lots 13, 18 and 24 meeting the conditions of § 245-298.3

**SECTION 3.** Chapter 245 Section 298.3 is hereby adopted to establish conditional use requirements applicable to the Beach cottage conditional use. The adopted Chapter 245 Section 298.3 shall read as follows:

298.3 Beach Cottage Community Conditional Use.

A beach cottage development shall be permitted as a conditional use on the following parcels, provided the lot, use and structure adhere to the following: Block 25, Lot 4, Block 26, Lot 4 and Block 36, Lots 13, 18 and 24.

#### 1. Purpose.

- a. This ordinance replaces the Beach Cottage Community Zone (§245-144(B)). The purpose of this overlay zone is to provide a mechanism by which parcels within the Camp Osborn portion of the Township that were devastated by Super Storm Sandy in 2012 can be reconstructed to exhibit the best qualities of the beach community while meeting current building, fire and flood standards to safe guard the community from future storm related casualty. The existing zoning (R-7.5) does not reflect the historic character of Camp Osborn, thus an overlay recognizing Camp Osborn's qualities is a zoning alternative for this area. Camp Osborn is characterized by three distinct communities, each unique to itself yet bound by a common element of quaint, livable, ocean-oriented presence. The three distinct areas of Camp Osborn, Block 25, Lot 4 (the bay); Block 26, Lot 4 (the median); and Block 36, Lots 13, 18 & 24 (the ocean). Each will be addressed separately as their respective parcels require unique solutions. This overlay sets forth the standards which are intended to provide the Approving Authority with a guide for the purpose of reviewing applications for proposed re-construction. In reviewing an application, the Approving Authority may act on site plans submitted to it or may suggest modifications or changes. In approving an application, the Approving Authority may require such other features or designs in keeping with the intent thereof that will further the purpose of these standards and regulations. The Approving Authority shall decide each application in accordance with the standards set forth in this chapter.
- b. Camp Osborn was historically characterized by a diverse and eclectic grouping of beach cottages. The beach cottages were situated as multiple principal structures. Under § 245-14, one principal building per lot was permitted, "No residential lot shall have erected upon it more than one

principal building, except as otherwise provided in Part 2 of this chapter." The original configuration appears to have pre-dated local zoning. This overlay zone will permit the continuation of this development pattern, i.e. multiple structures on a single lot, so long as the community continues to be governed by a central board. Since 1999, the Property was subjected to the Condominium form of ownership by way of the recordation of two Master Deeds in the Ocean County Clerk's office creating 87 condominium units. This form of ownership continues to this date.

- c. Once the community is reconstructed, residential structures will be permitted to be expanded, added to or enlarged only under the zoning provisions provided herein. If an applicant wishes to expand, add or enlarge the square footage of a structure that exceeds the standards provided in this overlay zone, they will need to seek a variance before the Approving Authority to do so.
- d. Each residential dwelling unit shall be elevated in order to meet or exceed floodplain requirements.
- e. Staircases, decks, porches and other attached structures shall not extend outside of the building structure footprint if the result would be the creation of a separation of less than 10 feet between structures. If a residential dwelling structure is less than 15 feet in width, there may be structures attached to the building structure provided that the combined side and the rear yard structure separations are not less than 8 feet in the Bay area and 5 feet in the Median area. This restriction shall not apply to any residential dwelling for which there is a validly existing approval by the Approving Authority as of the date of the adoption of this Ordinance.
- f. As multiple structures are proposed on parcels listed, setbacks will be measured from streets, property lines, common roadways or as spacing between structures, where appropriate.

2. Permitted uses. The following are permitted uses in the Camp Osborn Overlay District:

- a. Detached single-family residential units
- b. Duplex dwellings
- c. The following shall be permitted anywhere within the Camp Osborn Overlay District:
  1. Municipal parks, playgrounds and other municipal buildings and uses as are deemed appropriate and established by the Township Council. The minimum land area shall not be less than 1/2 acre.
  2. Other public buildings of a governmental, community or cultural nature.
  3. Condominium-owned parking lots.
  4. Decks and porches attached to the principal structure are permitted as otherwise provided in this Ordinance.

3. Accessory uses permitted throughout the Camp Osborn Overlay District:

- a. All accessory uses are prohibited including but not limited to: detached decks, sheds, fences, storage bins, pools and any and all other accessory uses defined in Part 1 of this chapter, except those listed under 3.c. below.
- b. At-grade patios, concrete walks and pavers are permitted within setback limits.
- c. Storage is permitted under structures that have been elevated to meet floodplain elevation; however, these areas are required to be secured as to prevent hazardous conditions during flooding and may not impede required parking areas.

4. Area, yard and building requirements.

- a. Bay Area (Block 25, Lot 4)
  1. Detached Single-Family Residential Units:
    - Front Yard Setback: 0' for the principal structure from Marion Street. 3' required for any egress point.
    - Setback from all Parcel Perimeter Boundaries – 5' minimum
    - Building Separation, Side to Side: a minimum 5' separation between buildings
    - Maximum Density: 25 units/acre
    - Maximum Height:

- To ridge line: 38 feet from the average finished grade at a distance of 6' from the building
- To mean: 35 feet from the average finished grade at a distance of 6' from the building
- To eaves: 26 feet from the average finished grade at a distance of 6' from the building

2. Duplex Units:

- Front Yard Setback: a minimum of 5' from the New Jersey Route 35 right-of-way
- Front Yard Setback (interior roads): 0' for the principal structure from West Marion Street. 3' required for any egress point.
- Building Separation – Side to Side: a minimum 10' separation between buildings
- Building Setback – Rear to Rear: a minimum 10' separation between buildings
- Side Yard Setback at Perimeter Boundaries: 5'
- Rear Yard Setback at Perimeter Boundaries: 5'
- Maximum Density: 25 units/acre
- Maximum Height:
  - To ridge line: 38 feet from the average finished grade at a distance of 6' from the building
  - To mean: 35 feet from the average finished grade at a distance of 6' from the building
  - To eaves: 26 feet from the average finished grade at a distance of 6' from the building

b. Median Area (Block 26, Lot 4)

1. Detached Single-Family Residential Units:

- Front Yard Setback: 0' for principal structure from Marion Street. 3' required for any egress point.
- Setback from all Parcel Perimeter Boundaries – 5' minimum
- Building Separation- Side to Side: a minimum 8' separation between buildings
- Maximum Density: 31 units/acre
- Maximum Height:
  - To ridge line: 38 feet from the average finished grade at a distance of 6' from the building
  - To mean: 35 feet from the average finished grade at a distance of 6' from the building
  - To eaves: 26 feet from the average finished grade at a distance of 6' from the building

2. Duplex Units:

- Front Yard Setback: a minimum of 5' from the New Jersey Route 35 right-of-way
- Front Yard Setback (interior roads): 0' for the principal structure from Marion Street. 3' required for any egress point.
- Building Separation – Side to Side: a minimum 10' separation between buildings
- Building Setback – Rear to Rear: a minimum 10' separation between buildings
- Side Yard Setback at Perimeter Boundaries: 5'
- Rear Yard Setback at Perimeter Boundaries: 5'
- Maximum Density: 31 units/acre
- Maximum Height:
  - To ridge line: 38 feet from the average finished grade at a distance of 6' from the building
  - To mean: 35 feet from the average finished grade at a distance of 6' from the building
  - To eaves: 26 feet from the average finished grade at a distance of 6' from the building

c. Ocean Area (Block 36, Lots 13, 18, 22, & 24)

1. Single-Family:



- Front Yard Setback: 10' for the principal structure from interior roadways. 3' required for any egress point.
- Setback from all Parcel Perimeter Boundaries – 6' minimum
- Building Separation – Side to Side: a minimum 10' separation between buildings
- Maximum Density: 29 units/acre
- Maximum Height:
  - To ridge line: 38 feet from the average finished grade at a distance of 6' from the building
  - To mean: 35 feet from the average finished grade at a distance of 6' from the building
  - To eaves: 26 feet from the average finished grade at a distance of 6' from the building

2. Duplex Units:

- Front Yard Setback: a minimum of 10' from the New Jersey Route 35 right-of-way
- Front Yard Setback (interior roads): 10' for the principal structure from interior roadways. 3' required for any egress point.
- Building Separation – Side to Side: a minimum 10' separation between buildings
- Building Setback – Rear to Rear: a minimum 13' separation between buildings
- Side Yard Setback at Perimeter Boundaries: 5'
- Rear Yard Setback at Perimeter Boundaries: 6'
- Maximum Density: 29 units/acre
- Maximum Height:
  - To ridge line: 38 feet from the average finished grade at a distance of 6' from the building
  - To mean: 35 feet from the average finished grade at a distance of 6' from the building
  - To eaves: 26 feet from the average finished grade at a distance of 6' from the building

5. Off-street parking, loading and vehicular access.

- All parking, loading and vehicular access shall be provided off-street. Parking shall be required under structures that have been elevated out of the floodplain to the maximum extent possible if safe clearance exists and may be counted as an off-street parking space and has been approved as a parking area on all applicable Township construction permits.
- Parking is specifically prohibited on the private roadways. Marked and signed as required by the Police Department/Traffic Safety.
- No activity in this zone shall reduce the existing travel way as of the date of the adoption of this subsection.
- Each residential unit shall provide and maintain a minimum of 2 off-street parking spaces.
- Minimum cartway width for Elder Street, Shell Road, Marion Street and West Marion Street and any other interior roadway providing access to any residence within the bay, median or ocean portions of Camp Osborn: 20'

6. Sign requirements. Sign requirements shall be as per Article **XXXVI**, § **245-312** et seq., of this chapter.

7. Local Drainage Protection:

- Residential units shall be elevated so that the lowest regulated structural members are above street level and will have at least 2 feet of freeboard above the regulatory flood elevation pursuant to the best available flood mapping.
- Site plans shall be prepared and elevations shall be established in a manner that considers adverse impacts from street flooding and local drainage from and onto adjacent properties, and shall demonstrate the protection of the buildings from local drainage flows.
- Positive drainage away from the buildings and towards installed drainage systems shall be provided, for example in Route 35.

- d. Low Impact Development measures shall be employed in order to mitigate the impacts of a 100-year storm as per N.J.A.C. 7:8.

#### 8. Special Flood-Related Hazard Regulations

- a. Applicants shall demonstrate that they meet or exceed the FEMA regulations associated with a particular site.
- b. The area beneath the main structure may only be utilized for access to the structure, storage and vehicular parking, all other uses are prohibited. Storage areas may not intrude into the vehicular parking section. Enclosures at grade level of duplex units may not exceed 15% of the building's footprint and must meet the requirements of the Uniform Construction Code.
- c. All buildings shall be located landward of the reach of mean high tide.
- d. Frontal dunes shall not be altered and applicants shall sign a Deed of Dedication and Perpetual Storm Damage Reduction Easement agreement with The Township of Brick and The State of New Jersey so that the dunes can be permanently maintained.
- e. Buildings shall not be located within the 30-year erosion-prone area.

**SECTION 4.** If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

**SECTION 5.** This ordinance shall take effect after second reading and publication as required by law.

#### **NOTICE**

**NOTICE IS HEREBY GIVEN** that the foregoing ordinance was introduced and passed by the Township Council on first reading at a meeting of the Township Council of the Township of Brick held on the 13<sup>th</sup> day of March, 2018, and will be considered for second reading and final passage at a regular meeting of the Township Council to be held on the 27<sup>th</sup> day of March, 2018 at 7:00 p.m., at the Municipal Building, located at 401 Chambers Bridge Road, Brick, New Jersey, at which time and place any persons desiring to be heard upon the same will be given the opportunity to be so heard.

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LYNNETTE A. IANNARONE  
TOWNSHIP CLERK

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JOHN G. DUCEY  
MAYOR

**RESTATED AND AMENDED MASTER DEED  
OSBORN SEA-BAY, A CONDOMINIUM AND THE CAMP OSBORNE  
CONDOMINIUM**

**EXHIBIT 9**

**BY-LAWS OF OSBORN DUNES AT SOUTH MANTOLOKING CONDOMINIUM  
ASSOCIATION, INC.**

**BY-LAWS**  
**OF**  
**OSBORN DUNES AT SOUTH MANTOLOKING**  
**CONDOMINIUM ASSOCIATION, INC.**

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BY-LAWS  
OF  
OSBORN DUNES AT SOUTH MANTOLOKING  
CONDOMINIUM ASSOCIATION, INC.

**Article I. NATURE OF BY-LAWS**

1. **Purpose.** These By-Laws are intended to govern the administration of The Osborn Dunes at South Mantoloking Condominium Association Inc., a non-profit membership corporation organized under Title 15A of the Revised Statutes of New Jersey, and provide for the management, administration, utilization, and maintenance of the Common Elements described in the Restated and Amended Master Deed for Osborn Sea-Bay, a Condominium, and The Camp Osborn Condominium (“Master Deed”).

2. **Definitions.** Unless the context clearly indicates otherwise, all definitions set forth in the Master Deed or in N.J.S.A. 46:8B-3 are incorporated herein by reference.

3. **Principal Office.** The principal office of the corporation shall be P.O. Box 927, Normandy Beach, New Jersey 08739.

4. **Applicability of By-Laws.** The provisions of these By-Laws are applicable to the Condominium and the use and occupancy thereof. The term “Property” as used herein shall include the land, the Units, and all other improvements thereon, including the General Common Elements and Limited Common Elements, all easements, rights, and appurtenances belonging thereto, and all other property personal and mixed, intended for use in connection therewith, all as set forth in the Master Deed. All present and future owners, mortgagees, lessees and occupants of units and their employees, and any other person who may use the facilities of the Property in any manner are subject to these By-Laws, the Rules and Regulations of the Association and the Master Deed.

**Article II. MEMBERSHIP, MAJORITY, VOTING RIGHTS**

1. **Members.** Every person, firm, association, corporation, or other legal entity who is a record Owner of the title to any Unit shall be a "Member" of the Association; provided however, that any person, firm, association, corporation, or legal entity who holds such title or interest merely as a security interest for the performance of an obligation (including but not limited to mortgagees or trustees under deeds of trust) shall not be a Member. Change of membership shall be accomplished by recording a deed in the Ocean County Clerk’s Office or other instrument establishing a record title to a Unit, and delivery to the Secretary of the Association a true copy of such instrument. The membership of the prior Unit Owner shall be terminated upon such transfer.



**2. Majority of Members.** “Majority of Members” means more than 50% of the membership entitled to vote and present in person or by proxy or by absentee ballot at any annual or special meeting of the Association. In the event a Member shall lease or permit another to occupy his/her Unit, the tenant or occupant shall be permitted to enjoy the Association’s facilities in accordance with the Master Deed, these By-Laws, and the Association’s Rules and Regulations, but shall not vote in the affairs of the Association unless the Member shall permit the tenant or occupant to exercise the proxy vote of such Member or in the case of a tenant, the Member has affirmatively acknowledge the right of the tenant to vote through a provision of a written lease or separate document.

**3. Voting Rights.** Only Unit Owners who are Members in good standing as defined in Article IV, Section 2 of these By-laws are entitled to vote in the election of Trustees or on questions submitted to the membership. A vote of the majority present in person or by proxy or by way of absentee ballot is sufficient on questions and/or elections submitted to a membership vote. Each Unit has one vote in the Association. A Member is entitled to one vote for each Unit owned. Votes may be cast in person, by proxy or by absentee ballot. When more than one person owns a Unit, the vote for that Unit will be exercised as the co-owners determine among themselves. When one or more co-owners sign a proxy or purports to vote for their co-owners, such vote(s) shall be counted. In all instances a vote by a Unit’s co-owners is not divisible. If Units are combined with the approval of the Board, the combined Unit Owner shall have one vote for each Unit combined.

### **Article III. MEETINGS AND NOTICE**

**1. Notice.** An annual meeting of the members of the Association shall be held each year. Notice of each meeting of Members, whether annual or special, shall not be given less than fourteen (14) days and not more than sixty (60) days before the day on which the meeting is to be held. Such notice shall be sent to each Member at his/her last known address, by delivering a written or printed notice thereof to said Member at his Unit, or by mailing such notice, postage prepaid. Notice of Meetings may also be provided by electronic means. Every such notice shall state the time, place, and purpose(s) of the meeting. Notice of any meeting of Members shall not be required to have been sent to any Member(s) who shall attend said meeting in person or by proxy or by submission of an absentee ballot. Notice of any adjourned meeting of the Members shall not be required to be given unless the time and place to which the meeting is adjourned is not announced at the meeting adjourned. Except as otherwise expressly required by law, no publication of any notice of meeting of Members shall be required. In the case of mailing, the notice of meeting shall be effective when deposited in the mailbox with proper postage or the date and time such notice is sent electronically.

**2. Annual Meeting – Election of Trustees.** With respect to annual meetings at which Members shall be electing Trustees, the Association shall provide all Association

Members, no later than thirty (30) days prior to the date for mailing of the notice of annual meeting, with notice that informs Association Members of the right to nominate themselves or other Association Members in good standing, as defined in Article IV, Section 2, for candidacy to serve on the Board of Trustees. Nominations for candidacy to serve of the Board of Trustees may be made up until the mailing of ballots or proxies to Association Members, which mailing shall occur no earlier than (a) the day following the expiration of the time period within which candidates must be nominated, or (b) where no expiration date is set forth for nomination of candidates, then one business day prior to the mailing of the notice of election. The period for submitting nominations shall not be less than fourteen (14) days from the mailing of the request for nomination. All notices of annual election meetings shall include a proxy ballot and an absentee ballot, which ballots shall list in alphabetical order by last name the names of all candidates nominated as set forth above. All notices pursuant to this section shall be in accordance with N.J.A.C. 5:26-8.9.

**3. Special Meetings.** Special meetings of the Association may be called by the President whenever he/she deems such a meeting advisable or shall be called by the Secretary when so ordered by the Board, or upon written request of Members representing not less than thirty (30%) percent of all Unit Owners. Such request shall state the purpose(s) of such meeting and the matter(s) proposed to be acted upon. Unless Unit Owners representing at least fifty (50%) percent of all votes entitled to be cast request such a meeting, no special meeting may be called to consider any matter which is substantially the same as a matter voted upon at any meeting of the Unit Owners held during the previous twelve (12) month, which determination shall be made in the sole and absolute discretion of the Board.

#### **Article IV. VOTING, GOOD STANDING, QUORUM AND ORDER OF BUSINESS**

**1. Voting, In-Person Ballots, Proxies and Absentee Ballots.** The Association may, but shall not be required to, issue certificates or other such evidence of membership in the Association. The aggregate number of votes for all Unit Owners shall be equal to the total number of Units contained in the Condominium and shall be divided among the respective Unit Owners on the basis of one (1) vote per Unit. A fiduciary of a Unit Owner shall be entitled to vote with respect to any Unit owned in a fiduciary capacity. Each Unit is entitled to one vote. No votes shall be cast for the election of the Board of Trustees on behalf of a Unit which has been acquired by the Association in its own name or the name of its agents, designee, or nominee on behalf of all of the Unit Owners. Voting by proxy and absentee ballot shall be permitted with respect to all elections of Trustees, and all amendments to the Certificate of Incorporation, the Master Deed, these By-Laws, or any other matter which is to come before a meeting of the Membership of the Association. All proxies and/or absentee ballots shall be in writing, signed by the individual Unit Owner, or in the case of joint owners, by any one of them, or by his/her duly authorized representative and delivered to the Secretary of the Association, or such other person as the President designated, prior to the opening of the polls at the meeting at which

ballots are cast. Proxies and/or absentee ballots may be revoked at any time prior to the opening of the polls, and no proxy and/or absentee ballot shall be valid after eleven (11) months from its date unless said proxy and/or absentee ballot provides for a longer period of time. All proxies and/or absentee ballots shall be in the form prescribed by the Board, and if not in such form, shall be deemed invalid, which determination shall be made in the sole and absolute discretion of the Board. A tenant may be permitted to vote on all matters brought before the Association if the tenant's Unit Owner has affirmatively acknowledged the right of the tenant to vote through provision of a written lease agreement or separate document. Any proxies used by the Association must contain a prominent notice that use of the proxy is voluntary on the part of the granting owner, that it can be revoked at any time before the proxy holder casts a vote, and that absentee ballots are available.

The Board of Trustees may submit any question requiring the vote of the Unit Owners to be conducted by electronic means, including the election of Trustees, if the Board of Trustees determines to employ voting in such a manner and an Association Member consents to casting a vote in such a manner.

**2. Good Standing.** A Member shall be deemed to be in good standing and entitled to vote at any annual meeting or any special meeting and be nominated or run for any membership position on the Board of Trustees provided the Member is current on the payment of common expenses, late fees, interest on unpaid assessments, legal fees and other charges lawfully assessed, and which Member has not failed to satisfy a judgment for common expenses, late fees, interest on unpaid assessments, legal fees and other charges lawfully assessed and/or the Member is in full compliance with a settlement agreement at least three (3) days prior to the date fixed for such meetings. The definition of "good standing" shall be in accordance with N.J.A.C. 5:26-8.8(c).

**3. Quorum and Adjournment.** Except as otherwise provided in these By-Laws or by law, the presence in person or by proxy or by absentee ballot of Unit Owners holding fifty (50%) percent of the authorized votes shall constitute a quorum at any annual or special meeting of members. If any meeting of Members cannot be organized because a quorum has not been attained, the members present, either in person or by proxy or by absentee ballot, may adjourn the meeting to a time not less than 48 hours from the time the original meeting was called.

**4. Order of Business.** The order of business at the Annual Meeting of the Unit Owners or any Special Meeting as far as practicable shall be:

- a. Calling of the roll and certifying the proxies and absentee ballots.
- b. Proof of notice of meeting and waiver of notice.
- c. Reading and disposal of any unapproved minutes.
- d. Receiving reports of officers.
- e. Receiving reports of committees.
- f. Appointment of Judges of election, if appropriate.

- g. Election of Trustees(s), if appropriate.
- h. New Business.
- i. Old Business.
- j. Adjournment.

## Article V. BOARD OF TRUSTEES

1. **Express and Implied Powers and Duties.** The property, affairs and business of the Association shall be managed by the Board of Trustees which shall have all powers granted to it by the Articles of Incorporation, the Master Deed, these By-Laws, the Association's Rules and Regulations and by law.

2. **Number and Qualifications.** The Board shall be composed of five (5) persons, all of whom shall be Unit Owners and shall be elected by a majority of the votes entitled to be cast at a duly convened meeting of the Association. Membership in good standing shall be required for nomination, appointment, or election to the Board of Trustees. No more than one Unit Owner or entity representative from a single Unit may serve on the Board of Trustees simultaneously.

3. **Election and Term of Office.** The Trustees of the Board shall hold office until their respective successors have been duly elected and qualified, or until removed in the manner elsewhere provided. So as to create staggered terms of office, commencing with the Annual Election Meeting which is to be conducted immediately after the recording of these By-Laws, the 2 nominees receiving the highest number of votes shall be given three (3) year terms; the 2 candidates with the next highest number of votes shall be given two (2) year terms and the candidate receiving the next highest number of votes shall be given a one (1) year term. Thereafter, the term of all Trustees shall be (3) three years.

4. **Removal of Members of the Board.** At any duly held regular or special meeting of the Unit Owners, any one or more Trustees may be removed with or without cause by two-thirds (2/3) of the eligible votes present, and a successor may then and there or thereafter be elected to fill the vacancy created. Any Director whose removal has been proposed shall be given the opportunity to be heard at the meeting.

5. **Vacancies.** Vacancies on the Board caused by any reason other than the removal of a Director by a vote of the Unit Owners of the Association shall be filled by a vote of a majority of the remaining Trustees at a special meeting of the Board held for the purpose promptly after the occurrence of any such vacancy. Each person so elected must be qualified and shall be a Director for the remainder of the term of the Director whose term he/she is filling and until a successor shall be elected.

6. **Meeting of the Board, Notice, Waiver of Notice.** Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of the Trustees, but at least two (2) meetings shall be held each year. Notice of regular meetings of the

Board shall be given to each Director by telephone, mail, or email at least three (3) business days prior to the date of the meeting. Special meetings of the Board may be called by the President on three (3) business days' notice to each Director given by telephone, mail, or email, which notice shall state the time, place, and purpose of the meeting. Special meetings of the Board shall be called by the President or the Secretary upon the written request of at least one (1) Director. Any Director may, at any time, waive notice of any meeting of the Board in writing and such waiver shall be deemed equivalent to the giving of notice. Actual attendance by a Director at any meeting of the Board shall constitute a waiver notice by him/her. If all Trustees are present at any meeting of the Board, no notice shall be required, and any business may be transacted at such meeting.

**7. Quorum and Adjourned Meeting.** At all meetings of the Board, a majority of the Trustees shall constitute a quorum for the transaction of business and the votes of a majority of the Trustees present and voting at a meeting at which a quorum is present shall constitute a valid decision. If at any meeting of the Board there shall be less than a quorum present, the majority of those present shall adjourn the meeting to a new date. At the continuation of any such adjourned meeting at which quorum is present, any business which may have been transacted at the original meeting may be transacted without further notice. The vote of a majority of those present at a Board meeting at which quorum is present shall be necessary for valid action by the Board.

**8. Joinder in Meeting by Approval of Minutes.** The transaction of any business at any meeting of the Board, however called, and wherever held, shall be valid as if the meeting was duly held, if, either before or after the meeting, each Director signs a waiver of notice, or a consent to the holding of the meeting, or an approval of the minutes thereof or of the resolution or act adopted at such meeting. All such waivers or consents of approval shall be in writing and be filed with the Secretary and be made part of the minutes of the meeting even though filed subsequent thereto.

**9. Non-Waiver.** All the rights, duties and privileges of the Board shall be deemed to be continuing and shall not be exhausted by any single act or series of acts. To the same extent, the failure to use or employ any remedy or right hereunder or hereafter granted shall not preclude its exercise in the future nor shall any custom bind the board.

**10. Open Meetings.** All Board meetings, except conferences and working sessions at which no binding votes are to be taken, shall be open to attendance by all Unit Owners. The Board may exclude or restrict attendance at those meeting or portions thereof at which any of the following matters are to be discussed pursuant to N.J.A.C. 5:26-8.12(e)(1):

- a. any matter the disclosure of which would constitute an unwarranted invasion of individual privacy;
- b. any pending or anticipated litigation or contract negotiations;

- c. any matter falling within the attorney-client privilege, to the extent that confidentiality is required in order for the attorney to exercise his ethical duties as a lawyer; or
- d. any matter involving the employment, promotion, discipline, or dismissal of a specific employee of the Association.

**Article VI. POWERS AND DUTIES OF BOARD OF TRUSTEES**

**1. Duties and Responsibilities.** It shall be the affirmative and perpetual obligation and duty of the Board to perform the following, all of which are hereby irrevocably delegated to the Board of Trustees except as may otherwise be expressly provided to the contrary herein or in the Master Deed or Articles of Incorporation.

- a. Cause the Common Elements to be maintained according to accepted standards as set forth in the Master Deed, including, but not limited to, such maintenance, replacement and repair work as may be necessary, beach maintenance, roadways, common sidewalks, bulkheads, and other common areas (such expense shall be charged to the Unit Owners) and
- b. To investigate, hire, pay, supervise, and discharge the personnel necessary to be employed, and to provide the equipment and materials necessary, in order to properly maintain and operate the Common Elements. Compensation for services of such employees shall be considered an operating expense of the Association; and
- c. Cause to be kept a complete record of all its acts and corporate affairs; and
- d. Allocate common surplus or make repairs, additions, improvements to or restoration of the Common Elements in accordance with the provisions of these By-Laws and the Master Deed after damage or destruction by fire or other casualty, or as a result of a condemnation or eminent domain proceedings; and
- e. Take such action as may be necessary to comply promptly with any and all orders or requirements affecting the premises maintained by the Association placed thereon by federal, state, county or municipal authority having jurisdiction thereover, including the Fire Marshal or other similar bodies and to place and keep in force all insurance coverage(s) required to be maintained by the Association, applicable to its property and Members as stated in the Master Deed; and
- f. To manage the fiscal affairs of the Association as provided in Article VII.

**2. Power and Privileges.** The Board shall have the following powers herein granted or necessarily implied,

- a.** Employ, by contract or otherwise, a manager, managing agent or an independent contractor, to oversee, supervise and carry out the responsibilities of the Board. Said manager, managing agent or independent contractor shall be compensated upon such terms as the Board deems necessary and proper.
- b.** To employ any person, firm, or corporation to repair, maintain and renovate all property owned, maintained, or operated by the Association. Including 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, trees, on the Condominium land. To build, erect, repair, maintain, and renovate, roads, walkways or paths, lay pipes, culverts; to bury utilities, to put up lights or poles; to erect signs and traffic and safety controls. To repair, maintain and renovate beach and provide for lifeguards.
- c.** Employ professional counsel and to obtain advice from persons, firms, or corporations such as, but not limited to, landscape architects, recreation experts, architects, planners, biologists, lawyers, and accountants.
- d.** To employ or contract for water and sewer, electricity and gas or other forms of utilities, cable or master antenna, painting, repairs, renovating or remodeling.
- e.** To employ all managerial personnel necessary or enter into a managerial contract for the efficient discharge of the duties of the Board.
- f.** To adopt, or amend Rules and Regulations covering the details of the operation and use of the Common Elements, including but not limited to pet controls and guests' use of the beach access.
- g.** Maintain businesslike relations with the Unit Owners or occupants and secure full performance by such Unit Owner or occupant of all such items and maintenance for which he/she is responsible.
- h.** To enter or cause to be entered any Unit when deemed necessary for and in connection with the maintenance, repair, renovation or protection of any Common Element or Infrastructure Limited Common Elements to prevent damage to the Common Elements or Infrastructure Limited Common Elements in any emergency situation. Any such entry and work will be by notice except in the cases of emergencies.
- i.** Establish and enforce Rules and Regulations for parking.

- j. Arrange for security protection.
  - k. Enforce obligations of the Unit Owners to do anything and everything else necessary and proper for the sound management of the Condominium, including the right to bring lawsuits to enforce the terms, conditions and restrictions contained in the Master Deed, these By-Laws and any Rules and Regulations governing the Condominium or Unit Owners.
  - l. The Association shall provide a fair and efficient procedure for the resolution of housing related disputes between individual Unit Owners and the Association, and between Unit Owners, that shall be readily available as an alternative to litigation. A person other than a member of the governing Board or a Unit Owner involved in the dispute shall be made available to resolve the dispute. The Association shall undertake and adopt mediation procedures as the same are required to resolve disputes and or provide enforcement actions as the same are required in the Master Deed.
3. **Non-Delegated Powers.** The following powers may be exercised by the Board, but shall not be delegated by the Board to any other entity:
- a. Borrow and repay monies, giving notes, mortgages or other security upon such terms or terms as it deems necessary; and
  - b. Invest and reinvest monies, sue, and be sued, collect interest, dividends, and capital gains; exercise rights, pay taxes, make, and enter into contracts, enter into leases or concessions, make, and execute any and all proper affidavits for various purposes, compromise any action without leave of court, and all other powers contained herein, and those necessary and incidental thereto; and
  - c. Purchase Units within the Condominium at foreclosure or other judicial sales in the name of the Association or its designees, corporate or otherwise, on behalf of all Unit Owners; and
  - d. Sell, lease, mortgage or otherwise deal with Units acquired by the Association and sublease any such Units leased by the Association or its designees, on behalf of Unit Owners.
  - e. Undertake construction and repairs as allowed or required by the Master Deed.

## **Article VII. FISCAL MANAGEMENT**

1. **Common Receipts.** The Board shall have the duty to collect from each Unit Owner, his, her, or their heirs, administrators, successors and assigns, as “Common Receipts”, a proportionate part of the Common Expenses assessed against such Unit as provided in the Master



Deed, the Articles of Incorporation, these By-Laws and in accordance with applicable law. The Board shall also have the right to collect such fees, charges, fines, and payments as set forth in the Master Deed.

2. **Determination of Common Expenses.** The amount of monies for Common Expenses deemed necessary by the Board and the manner of expenditure thereof, including, but not limited to, the allocation thereof, shall be a matter for the sole discretion of the Board.

3. **Disbursements.** The Board shall take and hold the funds collected and shall disburse same for the purpose and in the manner set forth herein and as required by the Master Deed, the Articles of Incorporation and applicable law.

4. **Depositories.** The depository of the Association shall be a depository institution as designated from time to time by the Board and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall only be made by checks signed by such parties as are authorized by the Board, provided that a management agreement may include among its provisions authority for the manager to sign checks on behalf of the Association for the payment of the obligations of the Association, if a proper fidelity bond is furnished to the Association.

5. **Accounts.** The receipts and expenditures of the Association shall be credited and charged to accounts under the following categories as shall be appropriate, all of which expenditures shall be Common Expenses:

- a. **Current expenses,** which shall include all receipts and expenditures within the year for which the budget is made, including a reasonable allowance for contingencies, and working funds except expenditures chargeable to reserves, or to additional improvements, or to operations. The balance of this fund at the end of each year shall be applied to reduce the assessments for the anticipated current expenses for the succeeding year or may be distributed to the membership as the Board shall determine.
- b. **Reserved for deferred maintenance,** which shall include funds for maintenance items that occur less frequently than annually.
- c. **Reserved for replacement,** which shall include funds for repair or replacement of Common Elements or other facilities of the Association required because of damage, depreciation, or obsolescence, and which shall be allocated among each of the separate categories of replacement items.
- d. **Reserved for capital improvement,** which shall include funds to be used for the capital expenditures for additional improvements or additional personal property that will be part of the Common Elements.

- e. **Operations**, which shall include any gross revenues from the use of the Common Elements or from any other sources. Only the additional direct expense required by any revenue producing operation will be charged to this account, and any surplus from any operation or otherwise shall be used to reduce the assessments for the ensuing Association operating year expenses. Losses from operations or otherwise shall be met by special assessments levied against Unit Owners, which assessments may be made in advance in order to provide a working fund.

6. **Reserves**. The Board shall not be obligated to expend all of the revenues collected in any accounting period and must maintain reasonable reserves for, among other things, repair, replacements, emergencies, contingencies of bad weather or uncollected accounts. Notwithstanding anything herein to the contrary, the Board in its determination of the Common Expenses and the preparation of a budget shall specifically designate and identify what portion of the Common Expenses to be assessed against the Unit Owners is allocable to reserves. The foregoing shall not be construed to mean that the Board shall not be permitted to keep additional cash on hand, and a checking or petty cash account, for the necessary discharge of its functions.

7. **Notice**. The Board shall give notice to each Unit Owner, in writing, and any Unit mortgagee who requires same, of the amount estimated by the Board for Common Expenses for the management and operation of the Association for the next ensuing period, directed to the Unit Owner at his/her last known address by ordinary mail, electronic mail, or by hand delivery. Said notice shall conclusively be presumed to have been delivered five (5) days after deposit in the United States mails or sent via electronic mail. If an annual Common Expense assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior year's assessment. In the event the annual Common Expenses assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board, provided that nothing herein shall serve to prohibit the Board from imposing a lump sum assessment in the case of any immediate need or emergency which cannot be met by reserve funds earmarked for such contingency.

8. **Acceleration of Assessment Installment Upon Default**. If a Unit Owner shall be in default in the payment of an annual Common Expense assessment installment payment, the Board may accelerate the remaining installments of the annual assessment, upon notice to the Unit Owner, and the then unpaid balance of the annual Common Expense assessment shall come due upon the date stated in the notice, but not less than fifteen (15) days after delivery of the notice to the Unit Owner, or not less than twenty (20) days after the mailing of such notice to him/her by certified mail, whichever shall first occur. If such default shall continue for a period of thirty (30) days, then the Board shall be obligated to (i) accelerate the remaining installments of the assessment; (ii) file a lien for such accelerated assessment as permitted by the Condominium Act; and (iii) notify the mortgagee of the unit affected by such default. If said default continues for a period of ninety (90) days, then the Board shall have the duty to foreclose

the foregoing lien pursuant to law and/or commence a suit against the appropriate parties to collect the unpaid assessment.

**9. Interest and Counsel Fees.** The Board, at its option, shall have the right in connection with the collection of any Common Expense assessment, or other charge, to impose a late charge of any reasonable amount and/or interest at the legal rate permitted by law. In the event that the Board shall effectuate collection of said assessments or charges by resort to counsel, and/or filing of a lien, the Board may add to the aforesaid assessments or charges the reasonable counsel fees and costs of collection, including, but not limited to, the costs of preparation and filing of any liens, legal proceedings, post-judgment collection efforts, etc., in addition to such other costs as may be allowable by law.

**10. Annual Audit.** If requested by one or more unit owners, a lender or mortgage holder, the Board will submit the books, records, and memoranda to an audit by an independent certified public accountant, who shall audit the books and records and render a certified or uncertified report in writing to the Board and in summary form to the Unit Owners and such other persons, firms or corporations as may be entitled to the report.

**11. Examination of Books.** Each Unit Owner shall be reasonably permitted to examine the books of accounts of the Board so long as the Treasurer has been given a least ten (10) days prior written notice. The books of accounts shall, however, remain in the possession of the Treasurer.

**12. Fidelity Bonds.** Fidelity bonds shall be required by the Board from all persons handling or responsible for Association funds. The amount of such bonds shall be determined by the Trustees, the premiums on such bonds shall be paid by the Association.

## **Article VIII. OFFICERS**

**1. Designation.** The principal officers of the Association shall be the President, a Secretary, and a Treasurer. The officers may appoint a recording secretary for the purpose of taking minutes who is not a member of the Board or a Unit Owner.

**2. Election of Officers.** The officers of the Association shall be elected annually by the Board at the first Board of Trustees meeting following each annual meeting and such officers shall hold office at the pleasure of the Board.

**3. Removal of Officers.** Upon the affirmative vote of two-thirds of the Board of Trustees, any officer may be removed, either with or without cause after an opportunity to be heard, and his/her successor may be elected at any regular meeting of the Board, or at any special meeting of the Board called for such purpose.

**4. Duties and Responsibilities of Officers.**

- a. The President shall be the chief executive officer of the Association. He/she shall preside at all meetings of the Association and of the Board. He/she shall have all the general powers and duties which are usually vested in the office of the President of an Association, including, but not limited to, the power to appoint committees from among the Members of the Association from time to time as he/she may deem appropriate to assist in the conduct of Association affairs. If the President is not able to act, the Board shall appoint some other Director to do so on an interim basis.
- b. The Secretary shall keep the minutes of all meetings of the Board and the minutes of all meetings of the Members of the Association; he/she shall have charge of such books and papers as the Board may direct; he/she shall, in general perform all the duties incident to the office of the Secretary.
- c. The Treasurer shall have the responsibility for the Association's funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. The Treasurer or President shall be responsible for the deposit of all monies and other valuable effects in a depository institution to the credit of the Association in such depositories as may from time to time be authorized by the Board.

5. **Other Duties and Powers.** The Officers shall have such other duties, powers and responsibilities as shall, from time to time, be authorized by the Board.

#### **Article IX. COMPENSATION, INDEMNIFICATION AND EXCULPABILITY OF OFFICERS AND TRUSTEES**

1. **Compensation.** No compensation shall be paid to the President or the Secretary and/or the Treasurer for their services.

2. **Expense Reimbursement.** Any member of the Board shall be reimbursed for any reasonable expenses related to the operation of the Association, including but not limited to postage fees, printing fees, office supplies and any other reasonable items paid out of pocket by said Board member. Such reimbursement must be approved by the Treasurer and one (1) other Board member.

3. **Indemnification.** Each Director and Officer of the Association, or committee member shall be indemnified by the Association against the actual amount of net loss, including counsel fees, reasonably incurred by or imposed upon him/her in connection with any action, suit or proceeding to which he/she may be made a party by reason of his/her being or having been a Director or Officer of the Association and/or a committee member, except as to matters as to which he/she shall be finally found in such action to be liable for gross negligence or willful misconduct or acting in bad faith. In the event of a settlement of any such case, 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 gross negligence or willful misconduct.

**4. Exculpation.** Unless acting in bad faith, or in breach of authority, or gross negligence or willful misconduct, neither the Board as a body nor any Director, Officer or committee member of the Association shall be personally liable to any Unit Owner in any respect, for any action or lack of action arising out of the execution of his/her office. Each Unit Owner shall be bound by the good faith actions of the Board, Officers, and committee members of the Association, in the execution of the duties of said Trustees, Officers and committee members.

#### **Article X. ADDITIONS, ALTERATIONS, OR IMPROVEMENTS BY THE ASSOCIATION**

**1.** The Board shall have the right to undertake and perform the capital improvements and to make the expenditures set forth in Article VIII, Paragraph n of the Master Deed entitled Special Hurricane Sandy Restoration.

**2.** The Board shall have the right to undertake the construction of all of the Ocean Units, and to undertake all such other actions in connection therewith as may be required under Article VIII, Paragraph o of the Master Deed entitled Reconstruction of the Median and Ocean Units including but not limited to the right to retain a General Contractor for all the Ocean Units.

**3.** The Board shall have the right to negotiate an acquisition of easement rights in connection with the development (or reimbursement therefor) and maintenance of Cummins Street and any cost associated with such acquisition, reimbursement and maintenance will be allocated equally among all 85 Unit Owners as an assessment for Common Elements.

**4.** The Board shall have the right to undertake such actions as are required under Article VI Paragraph f, of the Master Deed entitled Destruction of the Units and the General Common Elements and Limited Common Elements.

**5.** Other than as set forth above, the Board shall be charged with the responsibility to take such actions as are required to maintain, repair, or replace the Common Elements provided that if the costs are more than \$75,000, same shall not be made unless they have been approved by a majority of votes of members in good standing at a meeting of members at which a quorum is present. When said approval has been obtained, all Unit Owners shall be assessed for the cost thereof as a Common Expense. In the event of any emergency which could cause damage to any Common Element, the Board may expend any sum required to protect the Common Element without such a vote and the judgment of the Board shall be final.

#### **Article XI. OPERATION OF THE PROPERTY**

1. **Restriction on Use of Buildings.** The use of the Property shall be restricted as set forth in the Master Deed including but not limited to:

- a. The Units shall be used for residences only.
- b. No nuisances shall be maintained by any Unit Owner, nor shall any use or practice be allowed by any Unit Owner which is a source of annoyance to, or which interferes with the peaceful possession or proper use of the Units or Common Elements.
- c. No immoral, improper, or offensive or unlawful use shall be made of any Unit or part thereof or of any of the Common Elements, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed.

2. **Additions, Alterations or Modifications.** No Unit Owner shall make any structural additions, alterations, or improvements to his/her Unit, or elsewhere on the property, without prior written consent of the Board of Trustees or impair any easement without the written consent of the Board of Trustees or of the Unit Owner(s) for whose benefit such easement exists.

3. **Maintenance.** All maintenance and any repairs to any portion of any Unit which does not comprise a part of the General Common Elements, shall be made as required in the Master Deed, promptly and carefully by the Unit Owner(s) at their own risk, cost, and expense. Each Unit Owner shall be liable for any damages, liabilities, costs, or expenses, including reasonable costs and attorney fees, caused by, or arising out of the failure to promptly and/or carefully perform any such maintenance and repair work.

4. **Use of Common Elements and Facilities.** A Unit Owner shall comply with all the use restrictions set forth in Article XII of the Master Deed.

5. **Right of Access.** As required by the Master Deed, Unit Owners shall grant a right of access to his/her Unit to the Association or other person(s) authorized by the Association for the purpose of making inspection, or for the purpose of correcting any condition originating in his/her unit and threatening any Unit or Common Element, or for the purpose of performing installations, alterations, or repairs to the mechanical or electrical services in the Common Elements or elsewhere on the Property, provided that such request for entry is made in advance. In the case of an emergency, such right of entry shall be immediate whether the Unit Owner is present at the time or not.

## **Article XII. ENFORCEMENT**

1. **Enforcement.** The Association shall have the power, at its sole option, to enforce the terms of the Master Deed, this instrument or any Rule or Regulation promulgated pursuant

thereto, by any and all of the following: sending notice to the offending party to cause certain things to be done or undone; restoring the Association to its original position and charging the breaching party with the entire cost or any part thereof; filing a complaint with the duly constituted authorities; or by taking any other action before any court, summary or otherwise, as may be provided by law.

**2. Fines.** The Association shall also have the power to levy fines against any Unit Owner(s) for violation(s) of any of the Rules and Regulations or for any covenants or restrictions contained in the Master Deed or By-Laws, except that no fine may be levied for more than \$100.00 for any one violation but for each day a violation continues after notice, it shall be considered a separate violation. Collection of the fines may be enforced against any Unit Owner(s) involved as if the fines were a Common Expense owed by the Unit Owner(s). Despite the foregoing, before any fine is imposed by the Association, the Unit Owner(s) involved shall be given at least ten (10) days prior written notice and afforded an opportunity to be heard, with or without counsel, with respect to the violation(s) asserted.

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

### **Article XIII. AMENDMENTS**

**1.** These By-Laws may be amended or repealed, or new By-Laws may be made, at any meeting of the Association's Membership duly constituted for such purpose, and before which written notice to Members of the exact language of the amendment or of the repeal shall have been sent, a quorum being present, by the affirmative vote of a majority of the Unit Owners entitled to cast votes in person, or by absentee ballot or by proxy. No amendment, repeal or new By-Law shall be effective until recorded in the Ocean County Clerk's Office.

**2.** The above language notwithstanding, these By-Laws may be amended by the Board under the following circumstance:

- a.** To the extent necessary to render the By-Laws consistent with State, Federal or Local Law; or
- 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 By-Laws consistent with state, federal or local laws, if at least fifty percent (50%) of Association Members vote to reject the amendment within thirty (30) days of its mailing, the amendment shall be deemed defeated.

- c. For purposes of amending the By-Laws, the number of total authorized votes in the Association shall be based on the whole number of Units owned by Members after subtracting those Members who are ineligible to vote because they are not in good standing as defined in these By-Laws.

#### **Article XIV. CONFLICT; INVALIDITY**

1. **Conflict.** Anything to the contrary herein notwithstanding, if any provision of this instrument is in conflict with or in contradiction of the Master Deed or Law, the Master Deed or Law shall be deemed controlling.

2. **Invalidity.** The invalidity of any part of these By-Laws shall not impair or affect in any manner the enforceability or affect the balance of the By-Laws.

#### **Article XV. MISCELLANEOUS**

1. **Notices.** Any notice required to be sent to any Unit Owner shall be deemed to have been properly sent and notice thereby given, when mailed, by regular post with postage prepaid, addressed to the Unit Owner at the last known post office address of the person who appears as a member on the records of the Association at the time of such mailing. Email may be used for the purpose of sending notices. Notice to one of two or more co-owners of a Unit shall constitute notice to all co-owners. It shall be the obligation of every Unit Owner to immediately notify the Secretary of the Association in writing of any change of address or email address. Valid notice may also be given to Unit Owners by (i) personal delivery to any occupant of said Unit over 14 years of age or (ii) by affixing said notice to or sliding same under the front door of any Unit.

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

3. **Immunity from Suit for Bodily Injury to Unit Owner.** The Association shall not be liable in any civil action brought by or on behalf of a Unit Owner to respond to claims of damages as a result of bodily injury to the Unit Owner occurring on the premises of the Association, unless it has been determined that the bodily injury has occurred on the Association's premises by virtue of the Association's willful, wanton, or gross negligence as provided in N.J.S.A. 2A:62A-13.