

## Biarritz Rules and Regulations

The following restrictions shall apply to the use of all units and common elements, subject to such Rules and Regulations regarding the use and operation of the Condominium and conduct of the owners and occupants thereof as shall be duly adopted from time to time under the New Jersey Condominium Act and these By-Laws.

- a.) The common elements shall be used only for the furnishing of services and facilities for which the same are reasonably intended and suited and which are incident to the use, occupancy and enjoyment of the units.
- b.) **A member or a unit owner shall not place or cause to be placed in the lobby, vestibule, stairway, elevator and other condominium areas and facilities of a similar nature, any furniture, packages or objects of any kind that would restrict or obstruct the normal flow of transit or create a hazard.**
- c.) No resident of the Condominium shall post any advertisements or posters of any kind in or on the building except as authorized by the Association or as otherwise provided herein.
- d.) All members and occupants shall exercise care about making noise or in the use of musical instruments, radios, television, and amplifiers so as not to disturb other members or occupants. No noxious or offensive activities of any kind shall be carried on in or upon the common elements or in any unit, nor shall anything be done therein either willfully or negligently, which may be or become an annoyance or nuisance to other residents of the Condominium.
- e.) The hanging of awnings, garments, rugs, etc., from the windows or from any of the facades or balconies of the Condominium building is absolutely prohibited.
- f.) The dusting of rugs, etc., from the windows or balconies or the cleaning of rugs, etc., by beating on the exterior part of the Condominium building is absolutely prohibited.
- g.) **The condominium is to maintained in a clean and sanitary condition, and there will be no throwing of garbage out of the windows or on the lobby floors, trash or other waste shall be kept in sanitary leak proof containers when being transported through the common elements. Trash must be placed in the dumpster, not next tot the dumpster It may not be left in the hallways or in the basement. (It costs the association money to clean up after owners or residents that leave their trash lying around – not to mention that it is unsanitary and draws rodents and bugs). The dumpster is located outside of the 1<sup>st</sup> level, basement door coming from the lobby.**

- h.) No external or visible radio, television or other type of aerial wiring including wiring for electrical or telephone installations, television antenna, machines or air conditioning units, shall be installed or fixed on or about the exterior of the Condominium building or protrude through the walls or the roof of the Condominium building, except as authorized by the Association.
- i.) All window and units shall have draperies, blinds, curtains, or other window coverings which shall either be white or lined with white fabric or material facing the exterior of the unit.
- j.) All floor covering in a unit must be covered by padding carpeting, area rugs, tile or linoleum of the size and quality reasonably acceptable to the Association.
- k.) No portion of the unit or building exterior, including doors and door jams which face onto the common elements or which form a visible part of the exterior of the Condominium building, shall be painted or otherwise decorated or modified in any manner.
- l.) No member or occupant shall build, plan or maintain any matter or thing upon, in, over or under the common elements without the prior written consent of the Association.
- m.) To the extent that equipment, facilities and fixtures within any unit (s) shall be connected to similar equipment, facilities or fixtures affecting or serving other unit (s) or the common elements, then the use thereof by a member or occupant of the unit shall be subject to the By-Laws and the rules and regulations of the Association.
- n.) No member or occupant shall burn, chop or cut anything on, over or above common elements.
- o.) Except for a single, small non-illuminated name sign of the door the his unit and on his mail box, if any, no member or occupant may erect any sign on his or in his unit visible from outside his unit or on or in the common elements, with out the prior written permission of the Association.
- p.) **No animals**, livestock or poultry or any kind, including dogs, cats or other household pets, shall be raised, bred or kept in any unit or in the common elements.
- q.) In order to provide an orderly procedure in the case of title transfers, and to assist in the maintenance of a current, up-to-date roster of members, a member shall give the Secretary of the Association timely notice of his unit for sale, and, upon closing of title shall forthwith notify such secretary of the names and home address of the purchasers.
- r.) Nothing shall be done or kept in any unit or in upon the common elements which will increase the rates of insurance premiums for the Condominium or the contents thereof beyond the rates applicable without the prior written permission of the association, which permission may be conditioned upon the member owing such unit

being required to bear the full amount of such increase. No member shall permit anything to be done in his unit or in such or upon the common elements which would be in violation of any law, statute, ordinance or regulations of any governmental body, or which would lead to the cancellation of insurance on the Condominium property or the contents thereof. **Each owner must carry his/her own Condo policy covering property, liability, contents, workman's comp, and the interior space of the unit, i.e., walls, floor coverings, appliances, radiators, plumbing affecting only that unit, electrical components affecting only that unit, any components affecting only your unit, including windows and doors.**

s.) Each member shall have the right to mortgage or encumber his unit, provided that such mortgage or encumbrance is company, lender or is purchase money made to the immediate predecessor in title to a unit.

t.) Further house rules and appropriate rules and regulations controlling the use of the units, lobby, common spaces and facilities including the grounds and walks may be made from time to time by the Association; provided, however, that copies of such rules and regulation are finished to each member prior to the time that the same become effective. Any such rules and regulations shall be recorded in the office of the Clerk of Atlantic County. Such regulations shall not impair or limit the rights of mortgages as elsewhere recited.

u.) **NOTICE: For deliveries** – owners must notify the management company prior to a delivery being made as the front door – double door is locked with a pad lock. Notice must be given so that the door can be opened for the delivery. Failure to give notice will leave the deliveryman standing on the pavement without a way to enter the building. This goes for any large delivery such as furniture or appliances, anything that will not fit through the single door.

Jn:TBCA.Rules and Regulations

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rec'd 3-4-80  
See Amended Master Deed

deed BOOK 3450 PAGE 271  
Lori Mooney, Clerk

Rec'd 11-27-82  
Amendment to Master Deed

deed BOOK 3739 PAGE 120  
Lori Mooney, Clerk

Rec'd 6-9-86  
Amend. to Master Deed

Rec'd BOOK 4256 PAGE 292  
Lori Mooney, Clerk

Rec'd 2-28-91  
Amendment to By-Laws

Rec'd BOOK 5192 PAGE 56  
Lori Mooney, Clerk

- was recorded on Oct 31 in error  
28 10-28-91

MASTER DEED FOR THE BIARRITZ, A CONDOMINIUM

THIS MASTER DEED made this 9th day of October, 1979 by BIA ASSOCIATES, a limited partnership of the Commonwealth of Pennsylvania, having offices at 801 Old York Road, Jenkintown, Pennsylvania (hereinafter referred to as the "Sponsor");

WHEREAS, Sponsor is the owner of the fee simple title to those lands and premises described in Exhibit "A" attached hereto and made a part hereof (which lands and premises are hereinafter referred to as the "Property"); and

WHEREAS, it is the present intention of the Sponsor to convert the property to a condominium pursuant to the provisions of Chapter 257 of the Laws of 1969 of New Jersey, under the name of THE BIARRITZ, A CONDOMINIUM, and to that end to cause this master deed to be executed and recorded, together with all necessary Exhibits hereto; and

WHEREAS, the Sponsor has established or is about to establish the Biarritz Condominium Association, a New Jersey nonprofit corporation, for the administration, operation and management of THE BIARRITZ, A CONDOMINIUM, and other improvements for the common use and enjoyment of the residents of the property.

THEREFORE, WITNESSETH:

1. DECLARATION. Sponsor does hereby establish, declare and submit the property, as described in Exhibit "A", attached hereto, in accordance with the provisions of Chapter 257 of the Laws of 1969 of New Jersey, N.J.R.S. 46:8B-1, et. seq. (the "Condominium Act"), under the name of THE BIARRITZ, A CONDOMINIUM, which shall hereafter be referred to as "The Condominium", all as shown on a certain land survey prepared by Robert A. Catalano Associates, dated April 25, 1979, attached hereto and made a part hereof as Exhibit "B" ("Survey"), and the plans and specifications prepared by Robert A. Catalano, Associate, September 6, 1979, attached hereto and made a part hereof or referred to, in Exhibit "C" (the "Plans and Specifications").

2. GENERAL DESCRIPTION OF CONDOMINIUM. The Condominium as presently constituted is contained in one building and consists of seven floors designated as the first floor (ground level) and floors two through seven, with 49 residential units as shown in the Plans and Specifications as same may be amended from time to time, including all rights, roads, water, privileges and appurtenances thereto belonging or appertaining.

Each residential unit will be designated by a letter and one digit number. The letter indicates the particular unit with respect to its characteristics and location on a given floor. The number following the letter indicates the floor on which each unit is located.

3. DESCRIPTION OF UNITS.

A. Each unit shall be bounded as shown on the Plans and Specifications, and said unit and the square foot dimensions of said unit shall be subject to said encroachments and changes as presently exist or as are created by settlement or movement of the building, or by permissible repairs, reconstruction or alterations. Said boundaries are as follows:

(i) The undecorated finished unit-side surface of the plaster wall bordering on the exterior walls of the building as are adjacent to such unit;

(ii) The undecorated finished unit-side surface of the interior bearing walls of the building as are either part of perimeter of such unit or pass through such unit;

(iii) The undecorated finished unit-side surface of the plaster on such non-bearing walls as are located on the perimeter of such unit;

(iv) The undecorated finished lower surface of the concrete ceiling slab immediately above such unit;

(v) The undecorated finished upper surface of the concrete ceiling slab immediately below such unit;

(vi) The undecorated unit-side surfaces of such doors, door frames, door hinges, and doorsills, as are set in the interior walls of the building adjacent to such unit and on the perimeter thereof.

B. Each unit also includes all appliances, fixtures, and other improvements located within the unit, which are exclusive to such unit and shall include, but not be limited to, the following individual appurtenances:

(i) The air space enclosed by the boundaries;

(ii) All non-bearing walls, partitions, and dividers, which are wholly contained within said title lines (excluding pipes, ducts, wires, or conduits or other common elements contained therein as herein defined);

(iii) All doors, door frames, doorways, door hinges, and doorsills set in the interior walls described in Paragraph B(i) hereof;

(iv) All electrical receptacles, outlets, switches, and circuit breakers located in the ceiling, walls or floors of a unit;

(v) All electrical wires which extend from the ceiling, walls or floors into the interior air space of any unit;

(vi) The complete heating and air conditioning systems (including compressors and ducts) located within the boundaries of the unit serving only the particular unit;

(vii) All plumbing fixtures, pipes, ducts and wiring located within the boundaries of the unit serving only the particular unit;

(viii) All baseboards located within the boundaries of the unit;

(ix) All hot water heaters located within the boundaries of the unit;

(x) All utility meters not owned by the public



disposition of the condominium property.

Said percentage is expressed as a fraction number to avoid an unreasonable series of digits. The sixth digit has been adjusted to the value which permits the most nearly correct. These percentages shall remain fixed unless a written amendment to this Master Deed and Final Unit, they are changed by the Sponsor's right to combine certain units as herein set forth.

Any conveyance, lease, devise or other disposition or mortgage or other encumbrance of any unit shall extend to and include the unit's proportionately undivided interest in the common elements, whether or not expressly referred to in the instrument affecting the unit.

6. **REPAIRS.** (a) Sponsor hereby reserves unto itself, its legal representatives, successors and assigns, the following easements with respect to the Property,

(1) A blanket and nonexclusive easement in, upon, and through and over the common elements for the purpose of construction, installation, maintenance and repair of the building, including, but not limited to, the installation and repair of all utility lines, pipes, conduits, transformers, power lines, and all other machinery, equipment, and any other apparatus, including, but not limited to, elevators, escalators, and other machinery, and the operation of two (2) years from the date of delivery of the unit deed for the final unit to be conveyed by the Sponsor.

(ii) A blanket and nonexclusive easement in, upon, and over the common elements for a period of one (1) year after the date of delivery of the unit deed for such repairs as may be necessary for the sponsor or its agents to complete the condominium conversion or service any unit of the Condominium.

(iii) A blanket and nonexclusive easement in, upon, and over the common elements for the purpose of installation, maintenance, repair and replacement of all electrical, plumbing, and other utility lines, pipes, conduits, transformers, power lines, and all other machinery, equipment, and any other apparatus, including, but not limited to, elevators, escalators, and other machinery, and the operation of two (2) years after the date the final unit is conveyed by the Sponsor.

(b) Each and every unit owner, his legal representatives, successors, administrators, assigns, heirs and assigns, shall have the following easements with respect to the Property:

(i) A nonexclusive easement in, upon, over, under, and through the common elements (including the land and any other elements) for the purpose of installation, maintenance, repair and replacement of all electrical, plumbing, and other utility lines, pipes, conduits, transformers, power lines, and all other machinery, equipment, and any other apparatus, including, but not limited to, elevators, escalators, and other machinery, and the operation of two (2) years after the date the final unit is conveyed by the Sponsor.

(ii) A nonexclusive easement in, upon, over, under, and through the common elements (including the land and any other elements) for the purpose of installation, maintenance, repair and replacement of all electrical, plumbing, and other utility lines, pipes, conduits, transformers, power lines, and all other machinery, equipment, and any other apparatus, including, but not limited to, elevators, escalators, and other machinery, and the operation of two (2) years after the date the final unit is conveyed by the Sponsor.

(ii) an exclusive easement for the existence and continuance of any encroachment by the unit on or over any common element, now existing as a result of the construction of the building, or which may come into existence hereafter as a result of the reconstruction, repair, or the building, movement of any portion of the building, or of a unit, or as a result of condemnation or eminent domain proceedings, or that any such encroachment may remain undisturbed so long as the building stands;

(iii) An exclusive easement to use and enjoy the surfaces of the main walls (including any windows, doors, balconies or patios therein), ceilings and floors contained within the unit;

(iv) an easement in common with the owners of all the other units to support, install, use, and enjoy the public utility lines, cable and other entrance television, and other common elements located in any of the other units and serving his unit;

(v) a nonexclusive easement in favor of the said unit owner and his or their heirs, assigns, licensees, tenants and assigns, or possession thereof, on, over, through, and across all the common elements, including, but not limited to, the unimproved portion of the building, and the building, lobby, elevators, corridors, stairwells, and other parts of the common elements, through and across the driveway and other portions of the common elements;

(vi) an exclusive easement for the installation, repair, maintenance, use, and enjoyment of any electrical, plumbing, and other utility lines, pipes, conduits, transformers, power lines, and all other machinery, equipment, and any other apparatus, including, but not limited to, elevators, escalators, and other machinery, and the operation of two (2) years after the date the final unit is conveyed by the Sponsor.



In the Condominium of any unit, common element, limited common element or portion thereof.

7. **Administrations.** The administration of the common element of the unit shall be the responsibility of the Association, which shall be organized in accordance with the provisions of the Condominium Act, this Act, and the Articles of Incorporation of the Association, attached hereto as Exhibit "A", the By-Laws of the Association, attached hereto as Exhibit "B", and any other documents, amendments or supplements to the foregoing which may subsequently be required by a bank, mortgagee, lender or other institutional lender designated by the Association, and any other documents, amendments or supplements to the foregoing which may be required by any governmental agency or authority having jurisdiction over the Condominium or by any title insurance company selected by the sponsor to insure title to any unit or unit.

The said Association shall and is hereby empowered to exercise any of the rights, powers, privileges or duties which are delegated to it by the unit owners.

All funds and titles of all properties acquired by the Association and the proceeds thereof after deducting therefrom the costs incurred by the Association in acquiring the same shall be held for the benefit of the unit owners for the purposes herein stated. All income received by the Association from the rental or leasing of any part of the common element, either presently or in the future, shall be used for the purpose of reducing prospective common expenses.

8. **Memberships in Association.** Upon acceptance of a deed to a unit, each and every unit owner shall automatically become a member of the Association and shall remain as such for as long as he shall hold legal title to his unit and until his membership is terminated by the Association. Each unit owner shall be entitled to the same rights and privileges as an owner of a unit in the Association. No unit owner shall be liable to the Association for any debt or obligation incurred by him as a result of his membership in the Association, except as provided in the By-Laws of the Association. No unit owner shall be liable to the Association for any debt or obligation incurred by him as a result of his membership in the Association, except as provided in the By-Laws of the Association.

9. **Compliance by Unit Owners.** Each unit owner shall hold legal title to his unit subject to all provisions of this Master Deed, Condominium Act, Articles of Incorporation of the Association, and the By-Laws and Rules and Regulations which may now or hereafter be established for or by the Association. Each unit owner shall be deemed to have accepted and agreed to comply with the provisions of this Master Deed, the Condominium Act, the Articles of Incorporation of the Association, and the By-Laws and Rules and Regulations which may now or hereafter be established for or by the Association, and to hold the Association harmless from any governmental authority as to any provisions of this Master Deed, the Condominium Act, the Articles of Incorporation of the Association, and the By-Laws and Rules and Regulations which may now or hereafter be established for or by the Association, and any other unit owner.

10. **Common Expenses.** (a) It shall be an affirmative and perpetual obligation of the Association and its Board of Trustees to pay the common expenses of the Association in an amount at least sufficient to pay the common expenses of the Association, including the maintenance and repair of the buildings comprising the Condominium and the common elements thereof, and the maintenance and repair of the common elements of the Association together with all other expenses, powers or duties of the Association or its Board of Trustees, as set forth in this Master Deed, Articles of Incorporation, or By-Laws of the Association, or as otherwise provided by law. The amount of money for common expenses of the Association deemed proper by the Board of Trustees and the manner of expenditure thereof shall be a matter for the sole discretion of the Board of Trustees.

(b) Assessments shall be made on an annual basis and shall be payable in monthly installments. Written notice of the common expense assessments shall be not to every unit owner of the Association. If an annual assessment is not made in the amount of the last prior year, and any installments on such assessment shall be due upon each annual assessment date until changed by an amended assessment. In the event an annual assessment proves to be insufficient, the Board of Trustees may be amended at any time by the Board of Trustees, provided that nothing herein shall serve to prohibit or prevent the Board from imposing a lump-sum assessment in the case of any immediate need or emergency.

(c) In addition to the annual assessments hereinafore authorized, the Association may, in any assessment year, a special assessment, applicable to the whole or in part the cost of, any construction or reconstruction, unexpected repair or replacement, including the necessary furniture, fixtures, equipment and other personal property related thereto, or for any other lawful purpose, which shall be assessed on the basis of the value of the unit as determined by the Board of Trustees. The due date of any special assessment shall be fixed in the resolution authorizing such special assessment.

(d) Each and every unit owner, by acceptance of a deed or other conveyance, shall be deemed to have agreed to pay the common expenses of the Association, and to hold the Association harmless from any governmental authority as to any provisions of this Master Deed, the Condominium Act, the Articles of Incorporation of the Association, and the By-Laws and Rules and Regulations which may now or hereafter be established for or by the Association, and any other unit owner.







of the proceeds of any award or settlement.

(12) If any institutional holder of a first mortgage loan on a unit obtains title to a unit as a result of foreclosure such as a result of a deed in lieu of foreclosure, then such mortgagee shall be deemed to have assigned to the Association the share of the common expenses which the former unit owner which became due prior to acquisition of title as a result of the foreclosure or deed in lieu of foreclosure. Such unpaid share of common expenses and other assessments shall be deemed to be common expenses collectible from all of the remaining unit owners including such first mortgagee, its successors and assigns.

31. Restrictions. In order to provide for the beneficial occupation of the property and to provide for the protection of the value of the unit, the use of the property shall be subject to and be in accordance with the following provisions:

(a) Residential Use. Certain otherwise herein provided, no unit, except those units owned by the Association, shall be used for any purpose other than as a private residence. Permission of occupancy of said units shall comply with the regulations of the State and Local Agencies regarding space and use.

(b) Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the property nor any part thereof and all valid laws, rules, regulations and ordinances of the governmental bodies having jurisdiction thereof shall be observed. The respective responsibilities of unit owners and the Association of complying with the requirements of governmental bodies which require maintenance, modification or repair of the property shall be the same as hereinabove provided for the maintenance and repair of the portion of the property subjected to such requirements.

(c) Interpretation. In interpreting deeds, mortgages and plans, the existing physical boundaries of the unit shall conclusively prevail to be its boundaries rather than the meters and bounds expressed in the deed, mortgage or plans and specifications, regarding or setting or lateral movement of the building and foundations of minor variations between boundaries shown on the plans and specifications or in the deed and those of the building.

(d) Prohibition of Subdivision. The space within any of the residential units and common elements shall not be further subdivided except as otherwise specifically set forth herein. Any instrument, subsequent to the Grantor's conveyance, conveying, transferring or encumbering an undivided percentage interest in a unit must also convey, transfer or encumber the entire unit and not convey, transfer or encumber the portion owned by the person receiving such conveyance or encumbrance.

(e) Repairs. A unit owner shall be liable for the expense of any maintenance, repair or replacement conducted necessary by his act, neglect or carelessness or by that of any member of his family or his or their guests, employees, agents, invitees, licensees, or lessees, but only to the extent that such

expense is not met by the proceeds of insurance carried by the Association. Such liability shall also include any increase in fire insurance rates occasioned by use, misuse, occupancy, abandonment or any unit or its appurtenances. Nothing herein contained, however, shall be construed so as to modify any liability by insurance companies or rights of subrogation.

(f) Utilities. Each unit owner shall pay for his own electric, telephone, cable television and other utilities which are separately metered or billed to each unit, and respective utility company. Utilities which are not separately metered or billed shall be treated as part of the common expenses.

(g) Trash. No portion of the common elements or other portion of the property shall be used or maintained for the dumping or collection of refuse, trash, garbage or other waste shall be kept in buildings, containers on the property for weekly or more frequent collection.

(h) Structural Repairs. Nothing shall be done to any unit or in the common elements which will impair the structural integrity of the condominium or which will structurally change any other unit. No unit owner (other than the Sponsor) may make any alterations, modifications or improvements in or to his unit or in or to the common elements or improvements without the approval of the Association or impair any action the prior written consent of the Association. The board of trustees of the Association shall have the obligation to answer any written request received by it from a unit owner for approval of a proposed structural addition, alteration, or improvement within forty days. The board of trustees shall constitute a committee to the proposed structural addition, alteration, or improvement. Any application to any municipal authority, or to any governmental body, for approval of any municipal ordinance, or to any governmental body, shall not incur any liability on the part of the Association to any contractor, subcontractor or materialman on account of such any such application or improvement, or to any person having any claim, liability or responsibility against the Association with respect to such permit which he has procured for the proposed unit. This subparagraph shall not apply to units owned by the Sponsor until such units have been initially sold and conveyed by the Sponsor.

(i) Property Taxes. All property taxes, special assessments and other charges imposed by any taxing authority due to be apportioned, assessed against and collected on each unit as a single parcel, shall be the responsibility of the unit owner. In the event that for any year such taxes are not properly paid by each unit but are taxed on the Condominium as a whole, the unit owner shall pay his proportionate share thereof in accordance with the proportionate undivided percentage interest in the common elements.

(j) Rentals. No unit shall be rented by the owners thereof (except a Tenant in Possession of such unit following a





EXHIBIT "A"  
METES AND BOUNDS DESCRIPTION

All that lot, tract or parcel of land and premises situate in the City of Atlantic City, County of Atlantic, State of New Jersey, bounded and described as follows:

BEGINNING at a point in the Easterly line of Iowa Avenue, 105 feet Northwesterly of Pacific Avenue; and extending thence

- (1) Eastwardly, parallel with Pacific Avenue, 100 feet; thence
- (2) Northwardly, parallel with Iowa Avenue, 91 feet; thence
- (3) Westwardly, parallel with Pacific Avenue, 100 feet to the Easterly line of Iowa Avenue; thence
- (4) Southwardly, along the same, 91 feet to the point and place of beginning.

SUBJECT TO the free use forever for the purpose of light, air and passage of an alleyway described as follows:

TRACT A  
BEGINNING 21.825 feet, more or less, Easterly from the Easterly line of Iowa Avenue, 100 feet, more or less, Southwardly of Easterly line of Monterey Avenue, said point being the extreme and extending thence Southwardly with Iowa Avenue, 4 feet to East between parallelled line 78.125 feet, more or less.

TRACT B  
ALSO together with the free use forever for the purpose of light, air, passage and egress ingress to and from Monterey Avenue of an alleyway now existing, described as follows:

BEGINNING at a point in the Southwesterly line of Monterey Avenue, 90.00 feet, more or less, Eastwardly from Iowa Avenue; and extending thence

- (1) Eastwardly, along Monterey Avenue, 9.91 feet, more or less;
  - (2) Southwardly, 59 feet; thence
  - (3) Westwardly, parallel with Monterey Avenue, 78.125 feet to a point in the wall of the Iowa Apartments; thence
  - (4) Northwardly, along that certain wall, 8.125 feet, more or less, to a point in the corner of said wall; thence
  - (5) Easterly, 67.825 feet, more or less, to a point in the extreme Easterly wall of the Iowa Apartments; thence
  - (6) Northwardly, along the Easterly wall, 50.46 feet to beginning.
- It being the intention to create and preserve light, air and passage on the premises described in the above paragraphs and occupants of the Iowa Apartments, and the owners, tenants and occupants of the land adjoining the Iowa Apartments on the South.

BOOK 0402 PAGE 20

Being the same lands and premises vested in Herzel Gutwiler by deed from Tilton Properties, Inc., a corporation of New Jersey, dated June 28, 1974 and recorded July 24, 1974 in Deed Book 2860, page 187.

BOOK 0402 PAGE 27

EXHIBIT "B"  
SURVEY

lot file with the Clerk of Atlantic County, New Jersey)

NEW 3402 MAY 28

EXHIBIT "C"  
PLANS AND SPECIFICATIONS

(on file with the Clerk of Atlantic County, New Jersey)

NEW 3402 MAY 20

EXHIBIT "D"  
VOTING  
AND  
PERCENTAGE OF COMMON ELEMENTS AND COMMON EXPENSES

NSA 3462 and 30

UNIT DESIGNATION	PRO RATA SHARE OF COMMON ELEMENTS AND COMMON EXPENSES	NOTE
1A	1,537	1
1B	1,308	1
1C	1,472	1
1D	1,437	1
1E	1,097	1
1F	1,551	1
1G	1,062	1
1H	.995	1
1I	.995	1
1J	1,995	1
1K	1,995	1
2A	2,764	1
2B	1,326	1
2C	1,757	1
2D	1,920	1
2E	1,863	1
2F	2,257	1
3A	2,795	1
3B	1,147	1
3C	1,762	1
3D	1,507	1
3E	1,885	1
3F	2,307	1
4A	2,747	1
4B	1,241	1
4C	1,948	1
4D	1,975	1
4E	1,863	1
4F	2,107	1
5A	3,200	1
5B	2,120	1
5C	2,001	1
5D	1,997	1
5E	1,845	1
5F	2,308	1
6A	3,200	1
6B	3,445	1
6C	1,792	1
6D	2,002	1
6E	1,998	1
6F	1,995	1
6G	2,293	1

NSA 3462 and 31

7A	2,447	1
7B	2,119	1
7C	1,872	1
	100,000	
		49

ARTICLES OF INCORPORATION

EXHIBIT "B"

ARTICLES OF INCORPORATION  
OF THE  
DIARRITZ CONDOMINIUM ASSOCIATION

In compliance with the requirements of Title 15, Chapter 1, et seq., of the Revised Statutes of the State of New Jersey, the undersigned, all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a Corporation not for profit and do hereby certify:

ARTICLE I: NAME. The name of the Corporation is THE DIARRITZ CONDOMINIUM ASSOCIATION, hereinafter referred to as the "Association".

ARTICLE II: PURPOSE. This Association does not contemplate pecuniary gain or profit to the members hereof, and the specific purpose for which it is formed are to provide for the administration of that certain tract of property located at 37 South Iowa Avenue, Atlantic City, New Jersey, and described in a certain Master Deed entitled "Master Deed for the Diarritz, a Condominium", recorded or to be recorded in the office of the Clerk of Atlantic County in accordance with Chapter 257 of the Laws of New Jersey, N.J.A.C. 17:27-1, et seq., and to provide for the maintenance, preservation and control of the common elements within the said tract of property, and to promote the health, safety and welfare of the residents within the said tract of property.

ARTICLE III: PRINCIPAL OFFICE. The principal office of the Association is located at 37 South Iowa Avenue, Atlantic City, New Jersey 08401.

ARTICLE IV: TRUSTEES. The affairs of this Association shall be managed by a board of trustees. The board of trustees

shall be composed of three (3) persons who had not be members of the Association. The number of trustees may be changed pursuant to the By-Laws of the Association without amendment to these Articles of Incorporation. The names and addresses of the persons who are to act in the capacity of trustees until the election of their successors are:

NAME	ADDRESS
James D. Scully, Jr.	201 Old York Road Jenkintown, Pennsylvania 19046
James D. Scully, Jr.	801 Old York Road Jenkintown, Pennsylvania 19046
Michael A. Deully	801 Old York Road Jenkintown, Pennsylvania 19046

ARTICLE VI, REGISTERED AGENT: William M. Schultz, Esq., whose address is 1809 R. Shore Road, Pleasantville, N. J. 08212 is hereby appointed the initial registered agent of this Association.

ARTICLE VII, POWERS. The powers of the Association are as follows:

(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 that certain Master Deed and the By-Laws of the Association as same are applicable to the property described therein and herein, or to additional property which may hereafter be acquired by the Association, as the same may be amended from time to time as herein provided, said Master Deed being incorporated herein as if set forth at length.

(b) To fix, levy, collect and enforce payment by any individual member, of all charges and assessments pursuant to the terms of said Master Deed and the 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;

(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 Non-Profit Corporation Law of the State of New Jersey by law may now or hereafter have or exercise.

ARTICLE VIII, MEMBERSHIP. Every person or entity who (1) is a record owner of a fee interest in any dwelling unit which is subject to the Master Deed aforesaid, (2) is subject to assessment by the Association, and (3) 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 dwelling unit shall be the sole qualification for membership.

ARTICLE VIII, DIVISION. The Association shall exist perpetually.

ARTICLE IX, ADDITIONAL PROPERTIES. Additional properties may be annexed to the property subject to the terms and conditions of the Master Deed, By-Laws of this Association and rules and regulations promulgated thereunder, and all such additional properties shall be governed thereby.

ARTICLE XI AMENDMENTS. Amendment of these Articles shall require the assent of seventy-five (75%) percent of the members. IN WITNESS WHEREOF, for the purpose of forming this non-profit corporation under the laws of the State of New Jersey, we, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation this \_\_\_\_\_ day of \_\_\_\_\_, 1974.

JAMES D. SECULY, SR.

JAMES D. SECULY, JR.

RICHARD A. SECULY

ROBERT GOLDSTEIN

PHILIP W. SHULTZ

EXHIBIT "A"

BY-LAWS OF THE ASSOCIATION

THE DIABETIC CONSORTIUM ASSOCIATION

BY-LAWS

OF

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by the President whenever he deems such a meeting advisable, or (11) shall be called by the Secretary upon an order of the Board of Trustees or upon the written request of members representing more than twenty-five (25) percent of all of the votes entitled to be cast. Such written request shall state the purpose(s) of the meeting and the matter(s) proposed to be acted upon. Unless meeting is convened at least fifty (50) percent of all votes entitled to be cast, the Secretary shall not call a special meeting which is substantially the same as the meeting held during the preceding twelve (12) months.

4. **Notice of Meetings.** Except as otherwise provided by law, notice of each meeting of the members, whether annual or special, shall be given not less than ten (10) days more than hereby specified prior to the day on which the meeting is to be held. Such notice shall be given to each unit, owner entitled to vote or his representative in person or by mail or at such other address as may be designated hereon or by unit owner in writing to the Secretary of the Association by registered mail, return receipt requested, or by personal delivery. A written or printed notice hereof to him personally or by registered mail, return receipt requested, or by personal delivery shall constitute notice of any meeting of the members of the Association. Every such notice shall state the time, date and place of the meeting and shall include briefly the purpose(s) thereof. Notice of any meeting shall not be required to be given to any members who shall attend such meeting in person or by proxy, such attendance being a waiver of notice in person or by proxy except when expressly required by law.

5. **Quorum and Adjourned Meetings.** At each meeting of the members, twenty-five (25) percent of the members entitled to vote, present either in person or by proxy, shall constitute a quorum for the transaction of business, except where otherwise provided by law. In the absence of a quorum, the members present in person or represented by proxy are entitled to adjourn the meeting from time to time and from place to place. At any such adjourned meeting which might have been transacted had a meeting originally been called.

6. **Organization.** At each meeting of the Association, the President, or, in his absence, the Vice President, or, in the absence of both of them, a chairperson chosen by a majority vote of the members present in person or represented by proxy and entitled to vote, shall preside and a person chosen by the chairperson shall act as Secretary of the meeting.

7. **Voting.** Except as otherwise provided or required by the Articles of Incorporation of this Association, the Rules and Bylaws, or any law, and unless otherwise specifically provided in the Rules and Bylaws, a quorum being present, a majority of all those voting in person shall constitute a majority of all those voting in person and by proxy. All proxies shall be in writing, signed by all individual members or by his or their duly authorized representative(s) and shall be presented to the Secretary of the Association. No proxy shall endure after the first meeting held after any postponement thereof, unless the proxy was given for a longer period of duration, but no proxy shall be voted on after fifteen (15) months from its date unless said proxy provides for a longer period not to exceed three (3) years from the date of execution. Such proxy shall state the date of expiration of the proxy and the name of the grantor of such proxy or the recording of the instrument of title to the unit from the grantor of such proxy. The election of Trustees shall be by ballot unless demanded by a majority of members in person or by proxy at such meeting and entitled to vote in person or determined by the chairperson of the meeting to be advisable.

8. **Inspection.** If, at any meeting of the members, a vote by ballot shall be taken on any question, the chairperson of such meeting shall appoint two (2) inspectors to act together with respect to such vote. The inspectors need not be members of the Association, and any officer of the Association may be an inspector on any question other than a vote for or against the election of a person to the office of President or Vice President. Each inspector shall be appointed by the chairperson of the meeting. Each inspector shall determine upon the basis of his ability. Such inspectors shall decide upon the qualifications of voters and shall report the number of votes represented at the meeting and entitled to vote on any question requiring a ballot, and they shall conduct the voting, accept the votes, and, when the voting has completed, they shall deliver to the Secretary of the Association a report of the number of votes and delivered by them to the Secretary of the meeting.

9. **Order of Business.** The order of business at the annual meeting of the members or at any special meetings shall be:

- (a) Calling of the roll and certifying the proxies.
- (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 inspectors of election, if appropriate.
- (g) Election of Trustees, if appropriate.
- (h) Old business.
- (i) New business.
- (j) Adjournment.

Article IV - Board of Trustees

1. General. The property, affairs and business of the Association shall be governed and managed by the Board of Trustees hereinafter referred to as the "Board", which shall have all those powers granted to it by the Articles of Incorporation of the Association, the Master Deed, these By-Laws and by law.

2. Number and Qualifications. Until the first annual meeting of the members of the Association, the Board shall consist of three (3) persons designated by the Sponsor and thereafter until sixty (60) days after seventy-five (75%) percent of the units have been paid for and little closed, the Board shall be composed of five (5) persons, two (2) of whom shall be unit owners and three (3) persons shall be non-unit owners. Within sixty (60) days after seventy-five (75%) percent of the units have been paid for and little closed, the members shall elect two (2) of the three (3) remaining Trustees designated by Sponsor. In the case of partnership unit owners, Trustees shall be members or employees of such partnership. In the case of separate owners, Trustees shall be officers, stockholders, unit owners, tenants or joint proprietors. In the case of fiduciary unit owners, Trustees shall be individuals or employees or officers of such individuals, provided that the majority of the Trustees of the Board shall be a resident of the State of New Jersey.

3. Election and Term of Office. The first two (2) Trustees elected by the members and their successors, shall serve three-year terms. The remaining Trustees shall serve three-year terms, subject to the requirements of these By-Laws. In any event, the term of office of the Trustees shall not expire until the next annual meeting of the Association. The terms and the Trustees shall hold office until their successors are elected in the manner elsewhere provided. The existing Board shall act until the completion of the meeting at which the election of the new Board of Trustees has been held. Each member, including the Sponsor, shall have one vote. The Sponsor is still a member and shall vote in accord with the other members. The Board shall not have a vote in elections in which new Trustees are required to be elected by members to replace those designated by Sponsor. If at any meeting for election of Trustees more than twice the number of candidates to be elected at such meeting are presented, then and in such event there shall be two (2) ballots. At the first ballot, the field of nominees shall be reduced so that fifteen (15) names remain. If there are many candidates receiving the fewest votes being eliminated. A third ballot shall be held, and on the second ballot, the persons receiving the most votes will be elected. If there are not more than twice the number of nominees for the number of positions to be filled, then there shall be one (1) ballot, with the persons receiving the most of the votes elected to the Board. After the first annual meeting of the members of the Association, succeeding annual meetings shall be held during the same calendar year. At each annual meeting, the Trustees shall be elected by ballot of the members in accordance with these By-Laws to replace the Trustees whose terms are expiring.

Notwithstanding any other provisions of these By-Laws, no long as the Sponsor shall be one (1) of more units that are owned in the regular course of business, the Sponsor shall be entitled to appoint at least one (1) trustee to the Board. At

Such time as Sponsor no longer owns one (1) or more of such units, the Trustees elected by the Sponsor shall vacate the Board and the Board as herein provided for the unexpired portion of the term.

4. Removal of Trustees. At any duly held regular or special meeting of the members, any one (1) or more Trustees may be removed from office by a majority of the votes present, and a successor may be elected to fill the vacancy thus created. Any Trustee so removed shall be eligible for re-election. Any removal shall be given an opportunity to be heard. The removal shall not apply to the Trustees appointed by the Sponsor as set forth herein. Any of which Trustee may be removed for any reason by a majority of the Board.

5. Vacancies. Vacancies in the Board caused by any reason shall be filled by the Sponsor or a majority of the remaining Trustees, including the Sponsor, at a special meeting of the Board held for that purpose at a special meeting of any such vacancy, even though the Trustee precede at such meeting may constitute less than a quorum. Each person elected shall be a Trustee for the remainder of the term of the term of the Trustee whose term he is filling and until his successor shall be elected. Notwithstanding the foregoing, in the event of the death of a Trustee, said vacancy shall be filled by a vote of a majority of the remaining Trustees at a special meeting of the members, in all of which the first annual meeting of the members, Sponsor shall have the right to fill any and all vacancies on the Board by appointment.

6. Compensation. No Trustee shall receive any compensation for acting as a Trustee. However, a Trustee may be reimbursed for out-of-pocket expenses and may be compensated for services rendered to or for the Condominium or the Association in any other capacity.

7. Meeting of the Board. The first meeting of the Board following the first annual meeting of the members shall be held within ten (10) days thereafter at such time and place as shall be determined by the Sponsor. Thereafter, the Board shall hold regular meetings of their notice shall be necessary. Thereafter, 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. Meetings by telephone, mail, or telegram at least two (2) or more days prior to the day of the meeting. Special meetings of the Board may be called by the President on three (3) business days' notice shall be given by telephone, mail or telegram, which notice shall include the time, place and purpose of the meeting. Special meetings of the Board shall be called by the President or the Secretary in like manner. Like notice on the written request of at least three (3) Trustees. The notice shall include the date, time and place of the meeting and shall be deemed equivalent to the giving of notice and attendance by a Trustee at any meeting of the Board shall constitute a quorum. At any meeting of the Board, no notice of the meeting shall be required and any business may be conducted at such meeting.

8. Quorum and Adjourned Meetings. At all meetings of the Board, a majority of the Trustees shall constitute a quorum for the transaction of business and the vote of a majority of the



disclosure or other judicial action in the name of the Association, or its designees, corporate or otherwise, on behalf of all unit owners.

(j) Rent, lease, lease the water appurtenant thereon) of otherwise deal with unit or common area, and to sublease unit owners; lease commercial areas and meet-ten units;

(k) Establish rules and regulations for the use of storage areas in the Condominium as the Board may fix; provided, however, that the Board shall not be obligated to make such storage areas available to unit owners(s);

Utilities and Responsibilities

(a) Cause the common elements of the Condominium to be maintained according to accepted standards and as set forth in the Master Deed, including, but not limited to, interior and exterior cleaning, painting and decorating, plumbing, alarm cleaning, assembly, removal or return from all buildings and common areas, parking areas and necessary maintenance of roads, walkways, and work as may be necessary;

(b) Investigate, hire, pay, supervise and discharge the personnel necessary to be employed, and provide the equipment and materials necessary, in order to properly maintain and operate the common elements and the Condominium, Compensation for the services of such employees shall be considered an operating expense of the Association;

(c) Allocated common portion or make repairs, additions, improvements by, 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 condemnation or eminent domain proceedings;

(d) Operate, care for and maintain the common elements;

(e) Take such action as may be necessary to comply properly with any and all orders or requirements affecting the premises maintained by the Association placed thereon by any Federal, State, County or Municipal authority having jurisdiction thereover, and order of the Board or fire underwriters or other similar bodies;

(f) Demand that employee who handle or are responsible for the handling of matters be bonded by fidelity bond;

(g) Place, obtain, maintain and keep in force, to the extent obtainable, all insurance coverages required to be maintained by the Association applicable to the property and members, including, without limitation:

shall include a standard mortgage clause in favor of each mortgagee, which shall provide that the loan, if any, thereunder, shall be paid by the Association as its interest, may appear, such policy or policies provided, to the extent possible, that adjustments or payments for losses to unit owners shall be made by the Board.

(iii) Public liability insurance. To the extent obtainable, public liability insurance for personal injury and death from accidents occurring within the common elements, and the defense of any action brought by any injury or death or a person or damage to property occasioned by any injury or death or and not arising by reason of any act or negligence of common element member. Said insurance shall be in such limits as the Board may determine from time to time, determine covering each member of the board, the and their agents, the manager and each member of the Association, and their agents. The Board shall have the power to follow the year annual meeting of the members of the Association following the first liability insurance shall be in amounts not less than \$100,000 for bodily injury claims and \$25,000 for property damage claims, as required by law.

(iv) Workmen's Compensation Insurance. Automobile insurance, liability insurance for all vehicles owned by the Association, sold collision insurance may be written with deductible amounts on an amount determined by the Board, and said liability insurance shall be in an amount not less than that provided under the public liability policy heretofore described.

(v) Additional Insurance. Such other insurance as the Board may determine to be necessary or desirable.

All policies shall (i) provide that adjustment of loss shall be made by the Board of Trustees (or insurance trustee), and that the proceeds of physical damage insurance be applied to the restoration of such common elements and structure; (ii) provide that the proceeds of such common elements and structure shall be used for the benefit of the Association; (iii) provide that the proceeds of such common elements and structure shall be used for the benefit of the Association; (iv) provide that such policies may not be canceled or renewed, or all of the insureds, including all subpolicies of unit owners.

Prior to obtaining any policy of fire insurance or any other insurance, the Board shall cause to be obtained a copy of the full replacement value of the building and contents, including all of the units, common areas and facilities therein, and the amount of the insurance to be effected pursuant to this section. Members of the Association shall not be prohibited from carrying fire insurance for their own benefit provided that all such policies shall contain waivers of subrogation, and, further provided, that the liability of the Association for fire insurance shall be in an amount not less than that provided for in any other.

The Board shall also have the power, and not the duty,

To appoint an insurance trustee, who need not be a member of the board of trustees, but who shall serve as insurance trustee at the pleasure of the board.

ARTICLE VI - FINANCIAL MANAGEMENT

1. Common Interest. In fulfilling its duty to manage the legal affairs of the association, the board shall have the duty to collect from each member of the association, the common interest, administrative, successions and other fees, not or their proportionate part of the common expenses, assessments, or unit owner as provided in the Master Deed, the Articles of Incorporation, covenants by-laws, and in accordance with applicable law.

2. Determination of Common Expenses. The amount of common expenses deemed necessary by the board and the allocation thereof, the allocation thereof, shall be a matter for the sole discretion of the board.

3. Disbursements. The board shall take and hold the funds as collected and shall disburse the same for the purposes 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 such bank or banks as shall be determined 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 be only by checks signed by such parties as are authorized by the board; provided, however, that a management agreement may include the provision authorizing for the manager to sign checks on behalf of the Association for payment of the obligations of the Association, if the 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 classifications as shall be appropriate:

- (a) Current expenses, which shall include all receipts and expenditures which are necessary for the operation and maintenance and working funds, including a reasonable allowance chargeable to reserves, to additional, impending expenditures. The balance of this fund at the end of each year shall be applied to reduce the assessments for current expenses for the succeeding year, or distributed to the membership as the board in its full discretion shall determine;
- (b) Reserve for deferred maintenance, which shall include funds for maintenance items that occur less frequently than annually;
- (c) Reserve for replacement, which shall include funds for repair or replacement of common elements or other facilities, maintenance required because of damage, depreciation or obsolescence and which shall be allocated among each of the separate categories of replacement items;
- (d) Reserve for capital improvements, which shall include the funds to be used for capital improvements, such as additional improvements or additional personal property that will be a part of the common elements.

(e) Operations, which shall include any gross revenue from the use of the common elements of the Association, other than the additional direct expense required by other provisions of the operating agreement or otherwise shall be used to reduce the assessments for operations of the year during which the receipts are collected, or as a reserve for the year in which the receipts are collected, or otherwise will in no event be used for special assessments or a reserve fund.

6. Reserves. The board shall not be obligated to expend all of the revenues collected in any accounting period, but may maintain a reasonable reserve for, among other things, emergencies, and working funds, and shall be authorized to open, maintain and use such accounts, and other funds, and shall be authorized to invest the same in either short or long term interest-bearing securities or in insured interest-bearing savings accounts, or in any other such fund to provide for the board from maintenance and other such funds. In a checking or petty cash account, for the benefit of the management, neither sponsor nor any holder of an institution may, in any unit, except to the extent that they may be authorized by the board, to contribute or pay any sum for purchase of any kind, whether by way of regular or special assessments or otherwise.

7. Notices. The board shall give notice to each unit owner in writing, and to any mortgage holding a first mortgage on the unit, of the amount estimated by the board for the common expenses, the amount estimated by the board for the next year, and the management and operation of the Association for the next year, which notice shall be delivered by ordinary mail or by hand delivery, which notice shall be the member's unit or at the member's last address, as stated to the Secretary of the board in writing by the member. Notices shall be given in the United States mail. If an annual common expense report has not been made as required an assessment shall be presented, and mailing instructions shall be provided by the board. The annual common expense report shall be presented to the unit owner by the board, and the unit owner shall be notified of the same by the board, provided, however, that notice shall be given by the board, provided, however, that notice shall be given by the board in the case of an immediate need of emergency.

8. Acceleration of Assessment Installments. Upon demand, if a member fails to pay an installment upon assessment, the board may accelerate the payment of the installment upon notice to the member. The date of the installment upon notice shall be the date upon which the installment is due, or not less than five (5) days after delivery of the notice to the member, or not less than ten (10) days after the filing of the notice, if such notice is continued for a period of thirty (30) days, then the board shall be authorized to file a lien for such accelerated assessment, as permitted by the New Jersey Condominium Act or the Master Deed and (iii) notify the mortgagee of the unit affected by such default. If such board shall have the duty to foreclose the foregoing lien pursuant









1979 OCT - 9 P. 2 30  
ATLANTIC COUNTY  
CLERK'S OFFICE

BOOK 3402 and 9108 63

66.00

..Ar. # 2490  
# 9108  
DEED DATED 10-9-79  
RECORDED 10-9-79  
BOOK 3402 PAGE 1 & 2  
MASTER DEED

Received Oct. 9th 19 79  
5:30 P. M. and recorded in the  
Clerk's Office of Atlantic County at  
Mays Landing, N.J. in Book  
of Deeds  
No. 3402 Page 1 & 2

*Lori Mooney* CLERK

In compliance with statute I have prepared an abstract of this within to all assessors of the taxing district therein mentioned.

Lori Mooney, Clerk

MASTER DEED

to map

FOR

CN1232

THE BIARRITZ, A CONDOMINIUM

PREPARED BY:

*Ret*  
WILLIAM W. SHULTZ, ESQUIRE  
ALTEN, VALENTINE, SELTZER & SHULTZ  
1009 SOUTH SHORE ROAD  
P.O. BOX 910  
PLEASANTVILLE, N.J. 08232  
(609) 646-6112

AMENDMENT TO MASTER DEED FOR THE BIARRITZ CONDOMINIUM

THIS AMENDMENT made this 4<sup>th</sup> day of March, 1980, by the Biarritz Condominium Association, a non-profit membership corporation, organized under Title 15 of the Revised Statutes of New Jersey, having offices at 37 South Iowa Avenue, Atlantic City, New Jersey, hereinafter referred to as the "Association";

WHEREAS, the Association is a duly authorized non-profit corporation and is charged with the management and operation of THE BIARRITZ, A CONDOMINIUM pursuant to a Master Deed filed October 9, 1979 and reored in the Clerk's office of Atlantic County in Mays Landing, New Jersey, in book of deeds number 3402, page 1 etc; and

WHEREAS, the Association pursuant to the aforesaid Master Deed desires to amend said Master Deed; and

WHEREAS, the property dedicated to the Condominium by said Master Deed is described as follows:

All that lot, tract or parcel of land and premises situate in the City of Atlantic City, County of Atlantic, State of New Jersey, bounded and described as follows:

BEGINNING at a point in the Easterly line of Iowa Avenue, 105 feet Northwardly of Pacific Avenue; and extending thence

- (1) Eastwardly, parallel with Pacific Avenue, 100 feet; thence
- (2) Northwardly, parallel with Iowa Avenue, 91 feet; thence
- (3) Westwardly, parallel with Pacific Avenue, 100 feet to the Easterly line of Iowa Avenue; thence
- (4) Southwardly, along the same, 91 feet to the point and place of BEGINNING.

SUBJECT to the free use forever for the purpose of light, air and passage of an alleyway described as follows:

TRACT A

BEGINNING 21.875 feet, more or less, Eastwardly from the Easterly line of Iowa Avenue, 59 feet, more or less, Southwardly of the Southerly line of Monterey Avenue, said point being the extreme Southeasterly corner of a projecting wall of the Iowa Apartments and extending thence Southwardly, parallel with Iowa Avenue, 4 feet by East between parallel lines, 78.125 feet, more or less.

TRACT B

ALSO together with the free use forever for the purpose of light, air, passage and egress and ingress to and from Monterey Avenue of an alleyway now existing, described as follows:

BEGINNING at a point in the Southerly line of Monterey Avenue, 90.09 feet, more or less, Eastwardly from Iowa Avenue; and extending thence

MAIL  
9.05 C



rec 11-24-1982

AMENDMENT TO MASTER DEED

FOR

THE BIARRITZ CONDOMINIUM ASSOCIATION

THIS AMENDMENT, made as of the 19th day of June, 1982 by THE BIARRITZ CONDOMINIUM ASSOCIATION, a New Jersey non-profit corporation, having an office for the transaction of business at 31 South Iowa Avenue, Atlantic City, New Jersey 08401.

WHEREAS, the Master Deed for The Biarritz, a condominium, was dated on the 9th day of October, 1979 and recorded in the Office of the Clerk of Atlantic County on the 9th day of October, 1979, in Deed Book 3402, Page 1 & C, and was amended by Amendment dated March 1980 and recorded on March 4, 1980 in Deed Book 3450, Page 271;

WHEREAS, the Master Deed indicates that the Condominium contains 49 residential units, as shown in the plans and specifications in the Master Deed. Each unit having been designated a unit number and a letter for better identification;

WHEREAS, on the seventh floor of the Condominium there now exists a common area commonly designated as the Laundry Room;

WHEREAS, the Association now desires to redesignate that area of the common elements to that of an additional condominium unit to be commonly known as Unit 7 D, and the Association desires to sell this newly designated condominium unit to a third-party purchaser;

WHEREAS, the Association has concluded that this redesignation of the common element to a unit is not a material amendment

and the Association, therefore, desires to amend the Master Deed in order to create and do everything necessary to enable the Board of Directors to carry out the creation of this additional unit;

WHEREAS, by creating this additional unit to fifty (50) units, the individual unit's pro rata share of the common element, and common expenses will be also amended from that stated in Exhibit "D" attached to the Master Deed, to that stated in the newly created amended Exhibit "A" attached hereto and incorporated herein by reference.

THEREFORE WITNESS, the Association at the Annual Meeting, on June 19, 1982, with notice, after discussion, has unanimously approved the following:

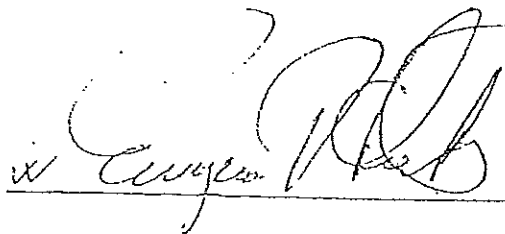
1. That the Laundry Room will be redesignated as Unit 7 D and it may be sold to a third-party purchaser.
2. That the Master Deed and related documents be amended to include and incorporate by reference, the newly created unit.
3. That the Board of Trustees are hereby authorized to enter into an Agreement of Sale, to execute and deliver a Deed to a proposed purchaser to evidence ownership in Unit 7 D.
4. That the Board of Trustees are hereby authorized to do everything necessary to create this additional unit and to carry out its purpose.

STATE OF NEW JERSEY:

SS

COUNTY OF ATLANTIC:

BE IT REMEMBERED that on this the 19th day of June, 1982 before me the subscriber, an attorney of the State of New Jersey, personally appeared ELLIOTT FOOTER, who being by me duly sworn, upon his oath, deposes and makes proof to my satisfaction, that he is the Secretary of THE BIARRITZ CONDOMINIUM ASSOCIATION, the Condominium named in the within instrument, that EUGENE SCOTT is the President of the said Condominium, that the execution as well as the making of the instrument has been duly authorized by a proper resolution of the Board of Trustees of said Condominium and unanimously approved by the Association of the Condominium; that said instrument is signed and delivered by the said President as for his voluntary act and deed and in the presence of deponent, who thereupon subscribed his name thereto as attesting witness.

  
\_\_\_\_\_

BOOK 3739 PAGE 122

IN WITNESS WHEREOF, the Board of Trustees has caused this instrument to be executed the day and year first above written by its President, and pursuant to a resolution duly made and unanimously adopted by the Condominium Association and its Board of Trustees.

BIARRITZ CONDOMINIUM

ATTEST:

  
ELLIOTT FOOTER, Secretary

BY:   
EUGENE SCOTT, President



PREPARED BY  
LAW OFFICES OF  
STACY L. SCHWARTZ  
505 KINGS HIGHWAY N.  
CHERRY HILL N.J. 08034

State of New Jersey  
County of Atlantic

} ss: \_\_\_\_\_

By H. H. HARRINGTON, that on this 19th day of JUNE in the year of our Lord one thousand nine hundred and EIGHTY-TWO, the subscriber,

before me,

personally appeared EVANSC SCOTT, President of THE BINKRITZ CONDOMINIUM ASSOCIATION

who I am satisfied is the person who signed the within instrument, and he acknowledged that he signed, sealed with the corporate seal and delivered the same as such officer aforesaid, and that the within instrument is the voluntary act and deed of such corporation, made by virtue of a Resolution of its Board of Directors. The full and actual consideration paid or to be paid for the transfer of title to realty evidenced by the within deed, as such consideration is defined in P.L. 1968, c.49 Section 1(c) is \$

[Signature]  
JOHN J. SCARFATO ATTORNEY AT LAW  
205 MIAMI HALLWAY N.  
CARLETON NEW JERSEY 07001

<u>UNIT DESIGNATION</u>	<u>PERCENTAGES OF COMMON ELEMENTS AND COMMON EXPENSES</u>	<u>VOTE</u>
1A	1.520	1
1B	.988	1
1C	1.489	1
1D	1.454	1
1E	1.085	1
1F	1.534	1
1G	1.050	1
1H	.983	1
1I	.934	1
1J	1.012	1
1K	1.394	1
2A	2.735	1
2B	3.291	1
2C	1.738	1
2D	1.998	1
2E	1.968	1
2F	1.843	1
2G	2.233	1
3A	2.765	1
3B	3.312	1
3C	1.741	1
3D	1.936	1
3E	1.963	1
3F	1.836	1
3G	2.282	1
4A	2.718	1
4B	3.306	1
4C	1.739	1
4D	1.923	1
4E	1.954	1
4F	1.843	1
4G	2.283	1
5A	2.176	1
5B	3.414	1
5C	2.295	1
5D	1.979	1
5E	1.966	1
5F	1.825	1
5G	2.283	1

Amended Exhibit "D"

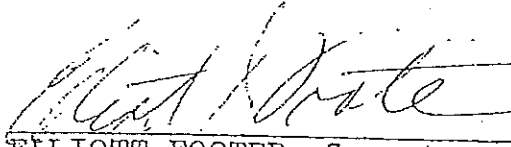
<u>UNIT DESIGNATION</u>	<u>PERCENTAGES OF COMMON ELEMENTS AND COMMON EXPENSES</u>	<u>VOTE</u>
6A	2.176	1
6B	3.805	1
6C	1.733	1
6D	1.980	1
6E	1.968	1
6F	1.816	1
6G	2.268	
7A	2.421	1
7B	2.098	1
7C	1.858	1
7D	1.069	1
	<hr/>	<hr/>
	100.000	50

Amended Exhibit "D"

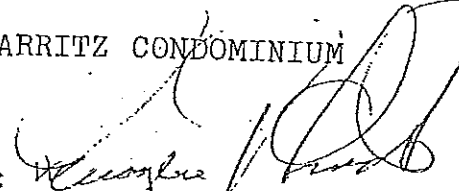
IN WITNESS WHEREOF, the Board of Trustees has caused this instrument to be executed the day and year first above written by its President, and pursuant to a resolution duly made and unanimously adopted by the Condominium Association and its Board of Trustees.

BIARRITZ CONDOMINIUM

ATTEST:

  
\_\_\_\_\_  
ELLIOTT FOOTER, Secretary

BY:

  
\_\_\_\_\_  
EUGENE SCOTT, President

DEED 4258 1/21/82

006360

AMENDMENT TO MASTER DEED FOR THE BLAZELTZ CONDOMINIUM ASSOCIATION

THIS AMENDMENT, made as of this 17th day of May, 1986 by the Blazeltz Condominium Association, a New Jersey Non-Profit Corporation, having an office for the transaction of business at 31 E. Paul Avenue, Atlantic City, New Jersey 08401.

WHEREAS, the Master Deed for the Blazeltz, a Condominium was dated on the 9th day of October, 1979 and recorded in the Office of the Clerk of Atlantic County on the 9th day of October, 1979 in Deed Book 3403, Page 1 & C and was amended by an Amendment dated March 4, 1980 and recorded on March 4, 1980 in Deed Book 3458, Page 271 and was further amended by Amendment dated June 19, 1982 and recorded November 24, 1982 in Deed Book 3739, page 120 & C.

WHEREAS, on or about the 19th day of November, 1982 BIA Construction Corporation purchased Unit 70, an area formerly designated as the laundry room which was common area of the Condominium Association. Pursuant to a duly recorded Amendment, the laundry room was designated as Unit 70.

WHEREAS, BIA Construction Corporation now seeks to purchase additional common area from the Condominium Association, which common area is contiguous to Unit 70, hereinafter referred to as "contiguous common area".

Ordinance 64  
Sharon T. Sill...  
1986 Nov 17  
City of Atlantic City

DEED 44792  
DEED 4258-5-16-82  
DEED 4258-6-9-82  
DEED 4258-7-2-82  
DEED 4258-8-1-82  
DEED 4258-9-1-82  
DEED 4258-10-1-82  
DEED 4258-11-1-82  
DEED 4258-12-1-82

DEED 4258 1/21/83

WHEREAS, subject to the Master deed, by-laws and rules and Regulations of the Blazeltz Condominium Association and subject to the terms and conditions stated herein, the Board of Trustees and the Blazeltz Condominium Association have unanimously approved the conveyance of the contiguous common area so that Unit 70 will be designated in accordance with the revised survey prepared by Robert J. Catalano and Associates, 1531 Atlantic Avenue, Suite 210, Atlantic City, New Jersey 08401 and the boundaries contained in the survey will be the newly designated boundaries of Unit 70. Said survey is attached hereto and incorporated herein by reference as Exhibit "A".

WHEREAS, notwithstanding the terms and conditions regarding the description of common area as may be more fully defined or described in the Master deed, by-laws or rules and Regulations of the Blazeltz Condominium Association and notwithstanding the Condominium Association's responsibility to maintain the common elements, the Unit owner of 70 will be responsible for all maintenance, expense or other changes with respect to any improvements constructed or related to the construction of the improvements on the contiguous common area.

This will include but not be limited to the foundations, structural parts, columns, girders, beams, supports, concrete or masonry parts of all non-bearing interior walls between 70 and other units and between 70 and any interior corridors; the roof

over the newly constructed portion of 7D, the floor below the newly constructed portion of 7D; the ceiling above the newly constructed portion of 7D, the space between the floor of 7D and the ceiling of the unit immediately below the newly constructed portion of 7D, the unit door or door of 7D, their hinges, frames and doorjamb leading to the corridor or outside of 7D, any additional electric or telephone wiring, cables, lines, pipes, fixtures, meters and associated equipment regarding the construction of additional improvements on 7D.

MILBRAS, the unit owner of 7D shall be responsible for and at its own expense all of the maintenance, repair and replacement within or without his or their unit in the case may be provided, however, that the Association, its agents and/or employees may effect emergency or other necessary repairs which the unit owner of 7D has failed to perform, and if the unit owner of 7D fails to perform such work the Association may do so at the unit owner's expense and charge the reasonable expense thereof, if applicable, to the unit owner. The unit owner of 7D agrees to maintain, repair, replace all improvements constructed on the contiguous common area.

MILBRAS, the unit owner of 7D shall indemnify and hold harmless the District Condominium Association, its Board of Trustees, its officers and its agents from all loss, expense, damages, and all liabilities, fines, claims, demands, and actions and costs and reasonable expenses of any kind or any nature or by

anyone whatsoever due to or arising out of the construction of improvement on the contiguous common area, improper construction, defect or maintenance of any improvements not constructed on the contiguous common area.

MILBRAS, the District Condominium Association and its Board of Trustees has concluded that this redecoration and sale of the contiguous common area adjacent to unit 7D is not a material amendment and the Condominium Association therefore desires to amend its Master Deed in order to create and do everything necessary to enable the Board of Trustees, its duly designated officers and its agents to sell to the unit owner of 7D the contiguous common area as referred to herein.

MILBRAS, by selling additional contiguous common area to the unit owner of 7D and thereby enlarging unit 7D, the District Condominium Association's unit owner's pre-taxa share of the common elements and common expenses will also be amended as set forth in Exhibit "B" attached hereto and made a part hereof.

**W I T N E S S E T H :**

THHEREFORE, the Association at its annual meeting with notice, after discussion, has unanimously approved the following:

1. That the unit owner of 7D may purchase the additional contiguous common area so that the newly created 7D will be designated as set forth in the survey prepared by Robert J. Catalano attached as Exhibit "A".
2. That the Master Deed and related documents be amended to include and incorporate by reference, 7D in its expanded form.

3. That the Board of Trustees are hereby authorized to enter into an agreement of sale and related finance documents to execute and deliver a deed to the unit owner of 7D for the sale of the additional contiguous common area, subject to the terms and conditions of the Master deed as may be modified by amendment.

4. That the Board of Trustees are hereby authorized to do everything necessary to create and sell the additional contiguous common area adjacent to Unit 7D and to carry out its purpose.

WHEREAS, the unit owner of 7D and the Declarant Condominium Association agree that this Amendment and the conditions contained herein affecting the use and occupancy of unit 7D shall be binding upon and shall inure to the benefit of the parties, their legal representatives, successors, assigns, mortgagees, invitees, and any other persons or entities to whom may be granted rights for the use or occupancy of 7D or to those persons or entities to which rights may properly and lawfully pass.

WHEREFORE, It is understood by the unit owner of 7D that the aforesaid restrictions, covenants which run with all of the aforesaid described property perpetually.

If any term of this Amendment or the application thereof to any person shall be invalid or unenforceable, the parties agree

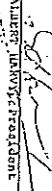
that the remainder of this Amendment or the application of same shall not be affected thereby.  
IN WITNESS WHEREOF, the Board of Trustees and the unit owner of 7D have caused this instrument to be executed the day and year first above written.

DIABRITZ CONDOMINIUM ASSOCIATION

BY:  Raymond T. Lubinski, President



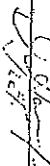
DIA CONSTRUCTION CORP.

BY:  Michael Jankovic, President



ATTEST:

MARILEE HANCOCK

 Secretary

Prepared by the Law Offices of  
STEVEN L. GARDNER, DALLAS  
1101 Kings Highway North  
Cherry Hill, NJ 08034

Shirley S. Pinkerton

NAME	DATE	AMOUNT
14 Frank Rife	4/11/4	10.00
15 Mary Lashley	4/10/7	10.00
16 Scott Sorenson	4/10/1	10.00
17 Walter Kautzman	4/10/1	10.00
18 Margaret Fisher	4/10/1	10.00
19 Victor Kautzman	4/10/1	10.00
20 Louis Berglund	4/10/1	10.00
21 Doris Berglund	4/10/1	10.00
22 Kenneth Johnson	4/10/1	10.00
23 Albert Anderson	4/10/1	10.00
24 Equity Nat. Bank	4/10/1	10.00
25 Edgar Nelson	4/10/1	10.00
26 John Anderson	4/10/1	10.00
27 Jerry Foster	4/10/1	10.00
28 Doris Lloyd	4/10/1	10.00
29 Fern Park	4/10/1	10.00
30 Leonard Larkin	4/10/1	10.00
31 Edward Thompson	4/10/1	10.00
32 Davis Meyer	4/10/1	10.00
33 Stacy Nelson	4/10/1	10.00
34 Fred Hill	4/10/1	10.00
35 Mrs. J. Hill	4/10/1	10.00
36 Harold Moore	4/10/1	10.00
37 Milton Wilson	4/10/1	10.00
38 Laverne Scott	4/10/1	10.00
39 Dennis Wagner	4/10/1	10.00
40 Milton Cooper	4/10/1	10.00
41 Robert Meyer	4/10/1	10.00
42 William Park	4/10/1	10.00
43 T. Earl Taylor	4/10/1	10.00
44 Gerald Gardner	4/10/1	10.00
45 Paul Stewart	4/10/1	10.00
46 J. Hill (date)	4/10/1	10.00
47 Edward Larkin	4/10/1	10.00
48 J. Hill	4/10/1	10.00
49 J. Hill	4/10/1	10.00
50 Mitchell Moore (L.L.)	4/10/1	10.00
51 Mitchell Moore (L.L.)	4/10/1	10.00
52 Mitchell Moore (L.L.)	4/10/1	10.00
53 Mitchell Moore (L.L.)	4/10/1	10.00
54 Mitchell Moore (L.L.)	4/10/1	10.00
55 Mitchell Moore (L.L.)	4/10/1	10.00
56 Mitchell Moore (L.L.)	4/10/1	10.00
57 Mitchell Moore (L.L.)	4/10/1	10.00
58 Mitchell Moore (L.L.)	4/10/1	10.00
59 Mitchell Moore (L.L.)	4/10/1	10.00
60 Mitchell Moore (L.L.)	4/10/1	10.00
61 Mitchell Moore (L.L.)	4/10/1	10.00
62 Mitchell Moore (L.L.)	4/10/1	10.00
63 Mitchell Moore (L.L.)	4/10/1	10.00
64 Mitchell Moore (L.L.)	4/10/1	10.00
65 Mitchell Moore (L.L.)	4/10/1	10.00
66 Mitchell Moore (L.L.)	4/10/1	10.00
67 Mitchell Moore (L.L.)	4/10/1	10.00
68 Mitchell Moore (L.L.)	4/10/1	10.00
69 Mitchell Moore (L.L.)	4/10/1	10.00
70 Mitchell Moore (L.L.)	4/10/1	10.00

Shirley S. Pinkerton

Undersigned, Secretary of THE DEARBORN CONDOMINIUM ASSOCIATION, a Non-Profit Corporation of the State of New Jersey, hereby certifies that the attached resolution was adopted at a special meeting of the members of the Company held on 5/17/86; that the attached resolution recdved the affirmative vote of a majority of the members present; and that the attached copy of the resolution is true and correct.

*Shirley S. Pinkerton*  
 Secretary  
 5/17/86

SHIRLEY S. PINKERTON  
 before me this 10<sup>th</sup> day  
 of May, 1986.

*Public Notary*

State of New Jersey  
County of Atlantic

SS

Be it remembered, that on this 16th day of May, in the year of our Lord one thousand nine hundred eighty six before me the undersigned personally appeared Richard W. Clotzler, President of the Biarritz Condominium Association who I am satisfied is the person who signed the within instrument, and he acknowledged that he signed, sealed with the corporate seal and delivered the same to the officer aforesaid, and that the within instrument is the voluntary act and deed of such corporation, made by virtue of a resolution of its Board of Directors. The full and actual consideration paid or to be paid for the transfer of title is set forth by the within deed. Such consideration is defined in N.J.S.A. 46:15-5.

*Victoria S. Costello*

VICTORIA S. COSTELLO  
NOTARY PUBLIC OF THE STATE  
BY Commission Expires June 30, 1984

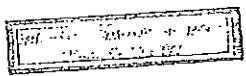
JYC 60,136  
2038

DEED TO MASTER DEED FOR THE  
BIARRITZ CONDOMINIUM ASSOCIATION

RECORDED  
MAY 21 1986

D. COSTELLO NOT PUBLIC I am present  
to attest if it shall be the intention of  
the party that the same shall be  
RECORDED IN THE

County Clerk  
Atlantic County, N.J.  
RECORDED 6-9-86  
10:50 A.M.









- (d) Employ or contract for water and sewer, electricity, gas and other forms of utility, cable or master antenna, television, snowplowing or removal, painting, building, repairing, renovating and remodeling, and, where applicable, supply, repair or lease the same;
- (e) Adopt and amend rules and regulations covering the details of the operation and use of the common elements and the Condominium;
- (f) Maintain businesslike relations with unit owners or occupants. Service requests shall be taken and, considered and recorded in systematic fashion in order to establish a program, secure full compliance, as part of a continuing program, secure full compliance by such unit owners or occupants of all of such items and maintenance for which they are responsible;
- (g) Set minimum standards for floor covering installed by all unit owners;
- (h) Coordinate the plans of unit owners and occupants of units for moving their personal effects into the Condominium or out of it, with a view to scheduling such movement as the occupants desire;
- (i) Arrange for security protection as necessary;
- (j) Enforce obligations of the unit owners and do anything and everything else necessary and proper for the sound management of the Condominium, including the right to bring law suits to enforce the terms, conditions and regulations contained in the Master Deed, By-Laws, and the rules and regulations governing the Condominium or unit owners, including the right to bring law suits to enforce the terms, conditions and regulations governing the Condominium or unit owners for violation of the same, the unit owner or unit owners of any floor may be enforced against a common charge owned by the particular unit owner or unit owners.
- (k) Borrow and repay monies and to file notes, mortgages or other security upon such term or terms as may be necessary; execute and record mortgages and other instruments and execute any and all other leases or concessions, make and compromise any action with the approval of the Board, and all other powers contained herein and those necessary and incidental thereto;
- (l) Grant and obtain easements, license and other property rights, including riparian grants, with respect to contiguous lands and lands acquired by the Association;
- (m) Purchase or lease or otherwise acquire in the name of the Association or its designees, on behalf of the unit owners, for sale or lease or surrendered by their owners to the Board.
- (n) 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;
- (o) Sell, lease, or otherwise deal with units regulated by, and to sublease units leased by, the Association or its designees, on behalf of all unit owners;
- (p) Establish rules and regulations for the use of storage areas in the Condominium as the Board sees fit; provided however, that the Board shall not be obligated to make such storage areas available to unit owners (s);
- (q) The votes appurtenant to units owned by the Association shall not be voted.

DB51927082

DB51927083

- (a) Cause the common elements of the Condominium to be maintained according to accepted standards and as set forth in the Master Deed, including, but not limited to, interior and exterior cleaning, painting and decorating, plumbing, steam cleaning, carpeting, masonry, and other maintenance of roads, walkways and such other maintenance, replacement and repair work as may be necessary;
- (b) Investigate, hire, pay, supervise and discharge the personnel necessary to be employed, and provide the equipment and materials necessary, in order to comply with the provisions of the Master Deed and the Condominium, including the cost of the services of such employees shall be considered an operating expense of the Association;
- (c) Allocate common surplus or make repairs, additions, improvements or restoration of, the common elements in the Condominium with the approval of the Board and the Master Deed after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings;
- (d) Operate, care for and maintain the common elements;
- (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, including, but not limited to, State, County or Municipal laws, orders, regulations, decrees, judgments, orders or orders of the Board of Fire Underwriters or other similar bodies;
- (f) Demand that employees who handle or are responsible for the handling of monies be bonded by fidelity bond;
- (g) Place, obtain, maintain and keep in force, to the extent obtainable, all insurance applicable to the property and members including, without limitation,
- (1) **PHYSICAL DAMAGE INSURANCE.** To the extent available, broad coverage against loss by fire, flood and other risks normally included in a standard coverage, insuring all improvements existing on the common elements, together with and covering and insuring the interest of the Association, the Board, and all members and their mortgagees as third interest mortgagees, and all improvements, including, but not limited to, the improvements of a unit, which shall provide that the interest of such mortgagees shall be equal to the full replacement value of such improvements, without regard to depreciation. Each policy shall contain a standard mortgage clause for the benefit of each mortgagee. Such policy or policies shall provide, to the extent possible, that adjustments or payments of losses to unit owners shall be made by the Board.
- (2) **PUBLIC LIABILITY INSURANCE.** To the extent obtainable, public liability insurance covering personal injury and death from accidents occurring within the premises, and the defense of any actions brought by reason of any such injury or death of a person or damage to property occurring within such premises, and not arising by reason of any act or omission of any individual member. Said insurance shall be in covering each member of the Board and from time to time, determine the amount of such liability insurance. The cover shall be in the amount of \$1,000,000 per occurrence and shall cover each liability claim of one insured against another. The cover shall be renewed annually on a year-to-year basis, however such public liability insurance shall be in amounts not less than \$1,000,000 for bodily injury claims and \$25,000 for property damage claims.

DB51927083









Unless otherwise provided herein or in the Master Deed all notices of change of address which shall be deemed to have been given when received.

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

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 in respect of the number of violations or breaches thereof which may occur.

4. **CORPORATE SEAL.** The Association shall have the seal in which shall be inscribed the words "The Board of Condominium Association".

085192P072

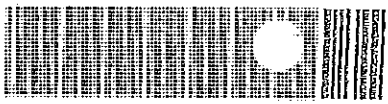
Mr. Thompson  
111  
1931 Atlantic Ave  
S.W.  
Atlanta, GA 30333

(Handwritten)  
3902-57  
085192P073

Princess  
3902-57  
Princess Center

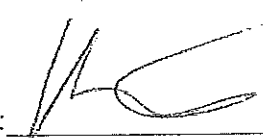
91-551522 CP

RECORDED  
APR 22 1973  
7:12 PM  
REC'D



Instr # 4077705  
Recorded/Filed TW  
08/03/2004 10:29

MICHAEL J. GARVIN  
Atlantic County Clerk  
Bk 7802 Pg 1 of 3 BIA

3y:   
ERIC D. MANN, ESQ.

BIARRITZ CONDOMINIUM ASSOCIATION, INC.

POLICY RESOLUTION

INSURANCE DEDUCTIBLES

WHEREAS, the Biarritz Condominium Association, Inc., a nonprofit corporation of the State of New Jersey, is governed by a certain Master Deed dated October 9, 1979, and recorded in the Atlantic County Clerk's Office in Deed Book 3402 at Page 1, as subsequently amended; and

WHEREAS, the By-Laws of the Association provide that the property, affairs and business of the Association shall be managed by the Board of Trustees, which specifically has all of the powers granted to it by the Articles of Incorporation, the Master Deed, the New Jersey Condominium Act and the By-Laws; and

WHEREAS, Article V, Section B(vii) of the By-Laws imposes a duty upon the Board of Trustees to place, obtain, maintain and keep in force all insurance coverages required to be maintained by the Association applicable to its property and members consistent with the By-Laws; and

WHEREAS, the Association maintains and currently has in place insurance coverage as required in the Association's governing documents; and

WHEREAS, although not obligated to do so by the Master Deed or By-Laws, the Association provides additional coverage by maintaining insurance on certain portions of the individual units through a "studs in" policy; and

WHEREAS, the Association's insurance policy premiums reflect the additional coverage provided in the added benefit to the unit owners and result in the imposition of certain insurance deductibles, the costs of which are not funded nor reflected in the Association's annual budget; and

WHEREAS, as a result the Association wishes to distribute the cost of insurance deductibles on those unit owners who are specifically benefitting from insurance recoveries by virtue of their use, occupancy and/or ownership of units within the Biarritz Condominium; and

WHEREAS, the Association wishes to minimize the risk of claims against its master policy and thereby keep insurance premiums at an affordable level; and

WHEREAS, the By-Laws grant the Board the authority to determine the responsibility for payment of any insurance deductible; and

WHEREAS, the Board of Trustees finds that it is reasonable and appropriate to establish a policy for allocating the cost associated with certain insurance deductible expenses by and between the unit owners affected by insured losses.

NOW, THEREFORE, it is hereby resolved on this 17<sup>th</sup> day of January, 2004, that the Board of Trustees shall and hereby does adopt the following policy resolution concerning the allocation of and responsibility for payment of insurance deductibles in the event of a covered loss under any of the Association's insurance policies:

1. It shall be the policy of the Association that unit owners who sustain damage to their individual unit must first report that damage to and make a claim with his/her individual insurance carrier for coverage, which coverage shall be primary. In the event that the individual homeowners policy does not cover the loss or the claim is denied, the claim may then, and only then, be made against the Association's master policy. No claim for unit damages shall be made against the Association master policy until proof of denial of the claim is provided to the Association. It shall be a condition precedent for making a claim against the Association master policy that the owner/claimant maintains his own insurance coverage for his unit. The payment of any insurance deductible shall be borne by the unit owner. As a result, all unit owners are required to maintain adequate coverage for their units and its contents and to otherwise comply with the provisions of the Master Deed.

2. When a unit owner asserts a claim against the Association's master insurance policy and the Association incurs insurable losses resulting in the imposition of insurance deductibles under any of the Association's policies, the cost of these deductibles shall be borne by the unit owner affected by the covered loss. This cost shall be the responsibility of the unit owner and shall be assessed against the unit or units and chargeable as a common expense. In the event that more than one unit is affected by the covered insured loss, each unit shall share in the deductible expense pro rata.

3. The above provision dealing with the owner's obligation to pay insurance deductibles in the event of an insured loss shall have no effect on the owner's obligation for the payment for maintenance and repairs necessitated by the negligent or intentional act of the unit owner, his agents, guests, or tenants. In those situations, the unit owner's obligation to make payment for costs of repairs, damages and expenses, including counsel fees and costs, arising out of his own negligence or the negligence of his tenants, occupants or guests shall be governed by the provisions of the Master Deed and By-Laws.

4. This policy shall not apply to claims arising directly or indirectly from defective, deficient or damaged conditions of the Common Elements.

5. The Board of Trustees recognizes that the Association's annual budget does not include a line item for the payment of insurance deductibles and accordingly the Association

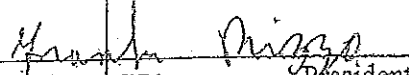
does not have annual funding for payment of these claims. As long as the Association does not budget for insurance deductible expenses, it will be the owner's responsibility to make payment for all insurance deductibles under any of the Association's policies to the extent the unit owner's particular unit is affected by the covered loss as set forth in this policy.

6. This Resolution shall become effective immediately and applicable to all Members of the Biarritz Condominium Association upon adoption by the governing Board. This Resolution may also be recorded in the Atlantic County Clerk's Office and shall serve as notice to all Members of its contents.

ATTEST:

BIARRITZ CONDOMINIUM  
ASSOCIATION, INC.

  
ANDY KASPER, Secretary

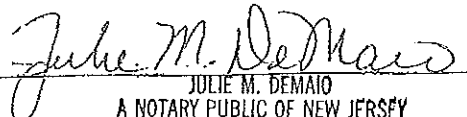
By:   
FRANK RIZZO, President

STATE OF NEW JERSEY; COUNTY OF ATLANTIC: ss.

I CERTIFY that on January 17, 2004, ANDY KASPER  
personally came before me and this person acknowledged under oath, to my satisfaction, that:


- (a) this person is the Secretary of the Biarritz Condominium Association, Inc., the corporation named in the attached document;
- (b) this person is the attesting witness to the signing of this document by the President of the corporation;
- (c) this document was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Board of Trustees;
- (d) this person knows the proper seal of the corporation which was affixed to this document; and
- (e) this person signed this proof to attest to the truth of these facts.

Sworn to and subscribed before me  
on January 17, 2004

  
JULIE M. DEMAIIO  
A NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES 4-4-2006

  
ANDY KASPER, Secretary  
Attesting Witness

Record and return to:  
Eric D. Mann, Esq.  
McAllister Hyberg White & Cohen  
2111 New Road, Suite 105  
Northfield, NJ 08225

Prepared By: 

ERIC D. MANN, ESQ.

BIARRITZ CONDOMINIUM ASSOCIATION, INC.

POLICY RESOLUTION

UNIT APPLIANCES

WHEREAS, the Biarritz Condominium Association, Inc., a nonprofit corporation of the State of New Jersey, is governed by a certain Master Deed dated October 9, 1979, and recorded in the Atlantic County Clerk's Office in Deed Book 3402 at Page 1, as subsequently amended; and

WHEREAS, the By-Laws of the Association provide that the property, affairs and business of the Association shall be managed by the Board of Trustees, which specifically has all of the powers granted to it by the Articles of Incorporation, the Master Deed, the New Jersey Condominium Act and the By-Laws; and

WHEREAS, the By-Laws provide the Board with the power to adopt and amend rules and regulations covering the details of the operation and use of the common elements and the condominium; and

WHEREAS, the By-Laws bestow upon the Board the duty to cause the common elements of the condominium to be maintained according to accepted standards and to otherwise protect the health, welfare and safety of all occupants; and

WHEREAS, the Board has undertaken an investigation of the plumbing system within the building and has found the need to conserve water through the regulation of water pressure throughout the building and has determined that the plumbing system in the building is not adequate to satisfy the water pressure and capacity requirements for the maintenance of washing machines, dishwashers and other water using appliances within the confines of the individual units;

WHEREAS, in order to protect the health, welfare and safety of all occupants and to maintain the integrity of the plumbing system within the building, the Board has determined to adopt the following policy resolution;

NOW, THEREFORE, it is hereby resolved on this 21<sup>st</sup> day of January, 2006, that the Board of Trustees shall and hereby does adopt the following policy resolution concerning the use of water using appliances within the confines of individual units at the Biarritz:

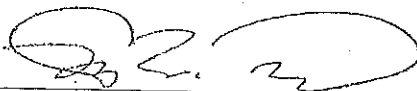
1. No unit owner or occupant shall maintain or utilize any washing machines, dishwashers, whirlpool tubs, jacuzzis, or other water using appliances in any unit at the Biarritz.

2. As of the effective date of this Resolution, which shall defined as the date that it is recorded with the Atlantic County Clerk's Office, all such water using appliances as outlined above shall be disconnected from the main water supply lines so that there is a complete disconnect between the appliance and the domestic water system in the building. The appliances need not be physically removed from the unit.

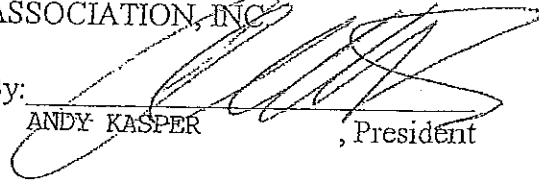
3. Unit owners who continue to utilize these appliances after the effective date of this Resolution shall be subject to fines and penalties consistent with the Association's policies. Similarly, any unit owner who does not disconnect the appliances from the main domestic water supply system shall also be subject to fines and penalties pursuant to the rules and regulations as promulgated by the Board consistent with the provisions of the governing documents. However, no fine shall be assessed unless and until the owner has been given adequate notice of the violation, an opportunity to cure the violation, as well as an opportunity to be heard in accordance with due process of law.

4. A copy of this Resolution is available for inspection at the Association office or the offices of the managing agent and copies shall be made available to all unit owners. This Resolution shall become effective upon notice to all unit owners and upon recording in the Atlantic County Clerk's Office.

ATTEST:

  
Martin Whitcraft, Secretary

BIARRITZ CONDOMINIUM  
ASSOCIATION, INC

By:   
ANDY KASPER, President

STATE OF NEW JERSEY; COUNTY OF ATLANTIC: ss.

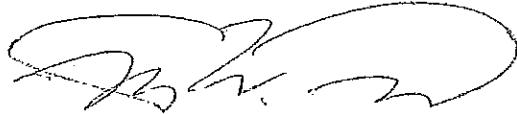
I CERTIFY that on January 21, 2006, Martin L. Whitcraft personally came before me and this person acknowledged under oath, to my satisfaction, that:

- (a) this person is the Secretary of the Biarritz Condominium Association, Inc., the corporation named in the attached document;
- (b) this person is the attesting witness to the signing of this document by the President of the corporation;
- (c) this document was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Board of Trustees;
- (d) this person knows the proper seal of the corporation which was affixed to this document; and
- (e) this person signed this proof to attest to the truth of these facts.

Sworn to and subscribed before me  
on January 21<sup>st</sup>, 2006.

Katherine M. Wells

KATHERINE M. WELLS  
A Notary Public Of New Jersey  
My Commission Expires August 19, 2007



Martin Whitcraft, Secretary  
Attesting Witness

Record and return to:  
Eric D. Mann, Esq.  
McAllister Hyberg White & Cohen  
2111 New Road, Suite 105  
Northfield, NJ 08225