



**Middlesex County
Document Summary Sheet**

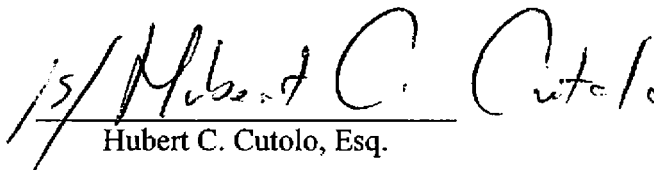
MISCELLANEOUS DEED	Type		MISCELLANEOUS DEED			
	Consideration					
	Submitted By		SIMPLIFILE, LLC. (SIMPLIFILE)			
	Document Date		10/27/2022			
	Reference Info					
	Book ID	Book	Beginning Page	Instrument No.	Recorded/File Date	
	GRANTOR	Name		Address		
		CLEARBROOK CONDOMINIUM ASSOCIATION NO 1				
	GRANTEE	Name		Address		
		CLEARBROOK CONDOMINIUM ASSOCIATION NO 1				
	Parcel Info					
	Property Type	Tax Dist.	Block	Lot	Qualifier	Municipality

<p>* DO NOT REMOVE THIS PAGE. COVER SHEET [DOCUMENT SUMMARY FORM] IS PART OF MIDDLESEX COUNTY FILING RECORD. RETAIN THIS PAGE FOR FUTURE REFERENCE.</p>
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AMENDMENT TO THE BY-LAWS
CLEARBROOK CONDOMINIUM ASSOCIATION NO. 1

Dated: 10/27/22

Prepared By:


Hubert C. Cutolo, Esq.

Record and return to:

Hubert C. Cutolo, Esq.
Cutolo Barros LLC
46-50 Throckmorton Street
Freehold, New Jersey 07728

STATEMENT OF AMENDMENT

THIS AMENDMENT made this 21 day of October, 2022 (the "Amendment") by Clearbrook Condominium Association No. 1 (the "Association"), a New Jersey nonprofit corporation (hereinafter the "Association").

WITNESSETH:

WHEREAS, the Amended By-Laws of the Association (hereinafter the "By-Laws") were recorded in the Office of the Middlesex County Clerk on September 27, 1972 in **Deed Book 2785 at Page 724 et. seq.**; and

WHEREAS, the Association desires to amend the By-Laws to make certain changes and additions to the terms thereof; and

WHEREAS, on Article XVI Section (1)(b) of the By-Laws provides that same may be amended "By the vote of two thirds (2/3) of the Eligible Votes present in person or by proxy at a duly held annual or special meeting of the Members upon which proper notification of the intent to amend has been given to the Owners and at which a quorum is present."; and

WHEREAS, at a meeting of the Association duly held in accordance with the provisions of the By-Laws on October 21, 2022, a quorum being present, this Amendment to the By-Laws was approved by the affirmative vote of two thirds of the votes entitled to be cast, in person or by proxy, by all Unit Owners entitled to vote.

NOW, THEREFORE, the Association hereby amends and supplements the By-Laws as follows:

1. Article IX, Section 16 of the By-Laws is amended to delete the current language and shall be replaced with the below language to read as follows:

Each purchaser of a Unit shall pay to the Association at the time of closing a non-refundable and non-transferable contribution to the working capital of the Association in an amount equal to eight (8) months estimated Common Expense charge for each unit at the time of closing of title to each unit and the funds shall be maintained in a segregated account. Such sums may be used for operating expenses or reserves that are not funded by the annual Common Expense Assessments collected from the Unit Owners or for any other lawful purpose at the discretion of the Board of Directors and need not be replenished if so utilized. These sums shall not be deemed a prepayment of the monthly installments of the Common Expense Assessments attributable to the Unit. Payment of said sums shall be a condition precedent to the exercise of rights of membership in the Association. Any unpaid capital contribution and/or membership fee shall be deemed a lien on the Unit and shall be collectible by the Association in the same manner as any unpaid Common Expense Assessments attributable to such Unit.

2. Article IX Section 28 of the By-Laws is hereby amended to add Article IX Section 28 to read as follows:

In no event shall the total number of units rented exceed fifteen percent (15%) of the total units of the Association at any time. The Association shall allow up to an additional six percent (6%) of the total units of the Association to be rented, in the sole discretion of the Board, upon a petition of hardship by the requesting Unit Owner. Association management shall maintain a waiting list for Unit Owners who wish to rent his or her apartment but are prohibited from doing so as a result of this rental limitation. If a Unit eligible to be rented is not leased or is vacant for three consecutive months, the rental eligibility of that Unit shall be revoked and the Unit shall be placed on the rental waiting list. If the number of Units rented as of the effective date of this Amendment exceeds fifteen percent (15%) of the total Units of the Association, the rental eligibility of Units which have leases which expire the closest in time to the effective date of this Amendment shall be removed from rental eligibility until the total number of apartments rented equals fifteen percent (15%) of the total Units of the Association at any time, subject to any Board approved hardship increase. Expiration of a lease cannot be avoided by exercising a right of renewal under an existing lease or by executing a new lease.

If the Unit Owner of a rented Unit has not delivered an executed copy of the lease or renewal lease in accordance with the Association's Rules and Regulations or has not otherwise notified the Association that his or her apartment is rented, the rental eligibility of that apartment will be revoked and the Association may exercise its right of enforcement consistent with the By-Laws. The Board shall have the authority to promulgate Rules and Regulations consistent with but which do not exceed the scope of authority of this Amendment, including but not limited to Rules and Regulations relating to the operation of the rental waiting list. All leases are subject to the By-Laws, By-Laws, and Rules and Regulations of the Association.

In the event of a breach or attempted breach of this provision by any Unit Owner, the Association may avail itself of all rights and remedies at law or in equity including, but not limited to, prosecuting an action for eviction and/or ejection of the tenant. In this event, the offending Unit Owner shall be liable to the Association for all reasonable counsel fees and costs in connection with the Association's legal action(s).

3. All other terms and conditions of the By-Laws remain in full force and effect.
4. Should any provision hereof be determined to be invalid, the remaining provisions hereof shall remain in full force and effect.
5. Any provision contained within any previously adopted resolution or amendment of the Association that conflicts with any provisions set forth herein shall be deemed void and the provision contained herein shall govern.

IN WITNESS WHEREOF, Clearbrook Condominium Association No. 1 has caused this instrument to be executed by its duly authorized representative this 24 day of October, 2022.

WITNESS:

Lynn Cutler
Lynn Cutler, Secretary

Clearbrook Condominium Association
No. 1

By: M. Gallagher
MARIANNE GALLAGHER, President

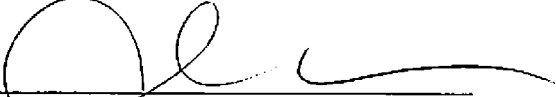
CORPORATE ACKNOWLEDGMENT

STATE OF NEW JERSEY :
: SS
COUNTY OF MIDDLESEX :

I CERTIFY that on October 24, 2022 ~~Marianne Gallagher~~^{AW} ~~Secretary~~ Lynn Cutler personally came before me and this person acknowledged under oath, to my satisfaction, that:

- (a) this person is the Secretary of Clearbrook Condominium No. 1 a nonprofit corporation of the State of New Jersey, named in this document;
- (b) this person signed this document as attesting witness for the proper corporation officer who is Marianne Gallagher, the President of the corporation;
- (c) this person knows the proper corporate seal of the corporation and the proper corporate seal was affixed; and
- (d) this document was signed and delivered by the corporation as its voluntary act and deed by virtue of authority from its Board.

Lynn Cutler
Lynn Cutler, Secretary

Signed and sworn to before me on
October 24, 2022

NOTARY PUBLIC OF NEW JERSEY

My Commission Expires

