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Document Date (mm/dd/yyyy)

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First Amendment to By-laws

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Consideration Amount (if applicable)

First Party

(Grantor or Mortgagor or
Assignor)
(Enter up to five names)

Name(s)

(Last Name First Name Middle Initial Suffix)
(or Company Name as written)

The Fairways at Laguna Oaks Condominium
Association, Inc.

Address (Optional)

Second Party

(Grantee or Mortgagee or
Assignee)
(Enter up to five names)

Name(s)

(Last Name First Name Middle Initial Suffix)
(or Company Name as written)

The Fairways at Laguna Oaks Condominium
Association, Inc.

Address (Optional)

Parcel Information

(Enter up to three entries)

Municipality

Block

Lot

Qualifier

Property Address

Reference Information

(Enter up to three entries)

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Prepared by: *George C. Greatrex Jr., Esq.*

FIRST AMENDMENT TO THE BY-LAWS
OF THE
THE FAIRWAYS AT LAGUNA OAKS CONDOMINIUM ASSOCIATION INC.

THIS AMENDMENT is made this 17th day of May, 2023 by the The Fairways at Laguna Oaks Condominium Association ("the Association").

WHEREAS, the Association is a nonprofit corporation formed pursuant to a Master Deed dated June 17, 2016 and recorded in the Cape May County Clerk's Office on June 21, 2016 in Deed Book 3682 at page 320, et. seq., and attached to that document as Exhibit is a set of original By-laws of the Association. In accordance with Article XIII of said original By-laws, these By-laws may be amended by a vote of the members.

WHEREAS the Board of Directors has proposed various amendments to the Association's By-laws; and

WHEREAS in accordance with N.J.S.A. 22A: 46(d)(5)(b), the Association may amend its By-laws by way of the following procedure: after providing notice to all Association members of the proposed By-law amendment(s), if at least 10% of the members in good standing vote to reject the amendment within 30 days of its mailing, the amendment shall be deemed defeated; otherwise it becomes effective; and

WHEREAS notice of the proposed amendments to the Association's By-laws as set forth below were provided to all Association members in accordance with the law cited above, and less than 10% of the members in good standing voted to reject those proposed amendments within the required time period.

THEREFORE, the said By-laws have been duly amended, as follows:

1. Article II Section 2.06 shall be deleted and replaced in its entirety by the following:

2.06. Member in Good Standing. *Only Unit Owners in good standing shall be entitled to the privileges of membership in the Association, including but not limited to voting in the affairs of the Association. A Member shall be deemed to be in good standing if, and only if, he shall have fully paid all installments due for assessments made or levied against him and his Unit by the Board of Trustees as hereinafter provided, together with all interest, costs, attorney's fees, penalties and other expenses, if any, properly chargeable to him and to his Unit, at least thirty (30) days prior to the date fixed for such meeting. A Member who has entered into a payment arrangement with regard to assessments and related charges owed and is current with the payments required by that*

arrangement shall be considered in good standing. Any date set forth in these Bylaws for determining good standing for voting purposes shall be deemed supplemental to, and not in derogation of, the record date provisions of N.J.S. 15A:5-7. Likewise, a member shall not be deemed in good standing if he is in violation of any rule, regulation, restriction or covenant of the Association.

2. Article III Section 3.01 shall be deleted in its entirety and replaced by the following:

3.01. Place of Meetings. *All annual and special meetings of the Members of the Association shall be held at the principal office of the Association or at such other suitable and convenient places as may be permitted by law, or by remote video or audio conferencing as hereinafter provided, from time to time fixed by the Directors and designated in the notices of such meetings.*

3. Article III Section 3.04 shall be deleted and replaced in its entirety by the following:

3.04. Notice of Meeting. *Except as otherwise provided by law and these Bylaws, notice of each meeting of Unit Owners, whether annual or special, shall be given not less than fourteen (14) days, nor more than sixty (60) days before the day on which the meeting is to be held, to each Unit Owner at his last known address, by delivering a written or printed notice thereof to said Unit Owner, or by mailing such notice, postage prepaid, or by electronic mail if consent to receive such electronic mail is received from the Unit Owner. Except where expressly required by law, no publication of any notice of any meeting of Unit Owners shall be required. Every such notice shall state the time and place of the meeting and shall state briefly the purpose(s) thereof. Notice of any adjourned meeting of the Unit Owners shall not be required to be given unless the time and place to which the meeting is adjourned is not announced at the meeting adjourned.*

4. Article III Section 3.05: the first sentence shall be amended as follows (changes in **bold**):

3.05. Quorum and Adjourned Meetings. *At any annual or special meeting of Members, the presence of Members (including Developer or its representatives) in good standing and owning twenty percent (20%) of the total number of Units then a part of The Fairways at Laguna Oaks, a Condominium, whether present in person, by proxy, **by remote attendance via video or audio conferencing**, or by mail ballot, shall constitute a quorum for the transaction of business except where otherwise provided by law.*

The remainder of Section 3.05 shall remain unchanged.

5. Article III Section 3.08: the third sentence shall be amended as follows (changes **in bold**):

3.08. Voting in Elections of Directors. *Only Members in good standing thirty (30) days prior to any meeting at which an election is to occur shall be entitled to vote in elections of Directors. Each Unit Owner shall be entitled to one (1) unweighted vote for each Unit to which he or she holds title with respect to all elections. The election of Directors shall be conducted by written ballot, or by electronic means where the Board of Directors has determined to employ voting in such manner where it is administered by a neutral third party and where the member consents to casting a vote in such manner.*

The remainder of Section 3.08 shall remain unchanged.

6. Article IV Section 4.01 shall be deleted in its entirety and replaced with the following:

4.01. Number of Directors. *The Condominium shall be administered and managed, and the affairs of the Association shall be conducted by a Board of Directors consisting of five (5) persons, each of whom shall be at least eighteen (18) years of age and members in good standing of the Association.*

7. Article IV, Section 4.03 is hereby deleted in its entirety and replaced with the following:

4.03. Election and Term of Office. *Directors elected in accordance with these By-laws shall serve three (3) year terms, and those terms shall be served in a staggered fashion so that all five (5) seats are not to be up for election in the same year. Each Director shall serve until his successor shall be elected or appointed as provided herein, and shall serve without compensation.*

Thirty (30) days before the election notice and ballots are sent to each member a notice must be mailed to all members by regular and/or electronic mail advising them that they have the right to nominate themselves or any other member in good standing for any of the open Board seats that are to be contested in the election. The notice shall provide that the members have fourteen (14) days from the date of the notice to submit their nominations in writing to the Association at an address specified in the notice. Nominations postmarked on the 14th day shall be deemed timely regardless of when they are received by the Association.

The notice of election, ballots, proxy forms and mail-in ballots for each annual meeting of the members to elect the Board of Directors shall be sent to each member by regular and/or electronic mail at least ten (10) days before the date of the election and no more than sixty (60) days before the date of the election. Each member in good standing

shall be entitled to his/her vote(s) for each unit which he/she owns for each Director to be elected. Only one vote per Unit will be counted. Cumulative voting shall not be permitted. The Board of Directors may establish reasonable procedures for the casting and counting of votes so long as those procedures comport with existing law.

8. Article IV, Section 4.06 is hereby deleted in its entirety and replaced with the following:

4.06. Vacancies. *Except as otherwise provided in Section 4.04, vacancies on the Board caused by any reason shall be filled by a vote of a majority of the remaining Directors at a special meeting of the Board promptly called for that purpose after the occurrence of such vacancy, even though the Directors present at such meeting may constitute less than a quorum. The Director appointed by the remaining Directors to fill such vacancy shall serve until the next election at which time a Director shall be elected to that seat.*

9. Article V Section 5.03 is hereby deleted in its entirety and replaced with the following:

5.03. Meeting of the Board; Notices; Waiver of Notice. *Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of the Board, including remotely by video or audio conferencing, but at least two (2) meetings shall be held each year. Notice of regular meetings of the Board shall be given to each Director by telephone, regular mail, electronic mail or in person at least three (3) days prior to the date of the meeting. Special meetings of the Board may be called by the President on three (3) days' notice to each Director given by telephone, regular mail, electronic mail or in person which notice shall state the time, place and purpose of the meeting. Special meetings of the Board shall be called by the President or the Secretary in like manner and on like notice upon the written request of at least one (1) Director. Any Director may, at any time, waive notice of any meeting of the Board in writing, and such waiver shall be deemed equivalent to the giving of notice. Actual or remote electronic attendance by Directors at any meeting of the Board shall constitute a waiver of notice by him of the time and place thereof. If all Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting. Meetings of the Board or portions of such meetings shall be open to Members or other persons for observation or participation in such manner and to the extent required by law or as the Board deems appropriate. Notice to Members of any regular or special meetings of the Board shall be given to the extent required by law and in the manner prescribed by law.*

10. Article V Section 5.04 is hereby deleted in its entirety and replaced with the following:

5.04. Quorum and Adjourned Meetings. *At all meetings of the Board, a majority of the Directors present in person or virtually by video platform or telephonically such that all attendees can speak and be heard contemporaneously, shall constitute a quorum*

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

11. Article VI Section 6.01(f) is hereby deleted in its entirety and replaced with the following:

6.01(f). *To adopt, amend, publish and enforce Rules and Regulations covering the details of the operation and use of the Condominium Property, including, but not be limited to, those regulating the leasing/renting of units within the Condominium, including the duration of lease agreements, the form and substance of lease agreements, and the maximum number of units within the Condominium which may be leased/rented at any given time.*

12. Article XIII is amended by adding the following sentence as Section 13.02:

13.02. Notwithstanding the provisions of Section 13.01 above, and in accordance with law, these By-Laws may be amended (i) by the majority vote of the Board of Directorss to render the By-Laws consistent with federal, state or local law, or (ii) by the majority vote of the Board of Directorss, if notice of a proposed amendment is provided to all Members, and if less than ten percent (10%) of the Members in Good Standing object in writing to the proposed amendment within thirty (30) days of said notice.

13. Article XIV Section 14.01 is deleted in its entirety and replaced with the following:

14.01. Alternative Dispute Resolution Committee. *The Board shall provide a fair and efficient procedure for the resolution of housing-related disputes between individual unit owners and the association, and between unit owners, which shall be readily available as an alternative to litigation. The Board may establish an Alternative Dispute Resolution Committee ("ADR Committee"), consisting of a chairman and two or more Members of the Association, who are not Board members. The ADR Committee shall have the power to appoint a subcommittee from among its members and may delegate to any such subcommittee any of its powers, duties and functions.*

RATIFICATION OF PROVISIONS OF BY-LAWS: In all other respects not inconsistent herewith, the provisions of the original By-laws are hereby ratified and affirmed.

IN WITNESS WHEREOF, the Association has caused this instrument to be executed the day and year first above written.

ATTEST:

ASSOCIATION:
THE FAIRWAYS AT LAGUNA
CONDOMINIUM ASSOCIATION INC.

Robert A. DeLuca

By: [Signature]
Name: Philip S. Cosentino
Title: Director/President

STATE OF NEW JERSEY :
COUNTY OF : SS.

On MAY 17, 2023 personally appeared Philip S. Cosentino, who is a Director and President of the Board of Directors of THE FAIRWAYS AT LAGUNA CONDOMINIUM ASSOCIATION INC., a New Jersey non-profit corporation. I am satisfied that this person is the person named in and who signed this Affidavit and that this person acknowledged under oath, to my satisfaction, that he signed, sealed and delivered the within instrument as his voluntary act and deed and as a duly authorized act of said corporation made by a proper resolution of its Board of Trustees.

Helelne M. Tolson
Name:
Commission Expires:

HELELNE M. TOLSON
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES MAR. 26, 2027