

**WINDING BROOK CONDOMINIUM ASSOCIATION, INC.  
AMENDMENT TO THE BY-LAWS  
REGARDING LATE FEES**

**THIS AMENDMENT** to the By-Laws of Winding Brook Condominium Association, Inc. (the “Association”), a non-profit corporation of New Jersey, is made on this \_\_\_\_ day of \_\_\_\_\_, 2015 by the Association, having an address c/o Sage 1, LLC, 560 Main Street, Suite 2G, Allenhurst, New Jersey 07711; and

**WHEREAS**, the Association was created by, among other things, a **Master Deed, Declaration of Covenants and By-Laws which were recorded in the Monmouth County Clerk’s Office in Deed Book 4241, Page 272 et. seq.**, as may be amended from time to time; and

**WHEREAS**, Master Deed, Section 10, provides that every Unit Owner “shall comply with the provisions of this Deed and the By-Laws, rules and regulations...”; and

**WHEREAS**, Master Deed, Section 11 requires all Unit Owners to pay a proportionate share of the common expenses of the Association; and

**WHEREAS**, By-Laws, Article III, Sections 3 and 5 indicate that notice of meetings must be given to Unit Owners by mail “directed to his last known post office address”; and

**WHEREAS**, N.J.S.A. 15A:5-4 requires that notice of all meetings by “given not less than 10 or more than 60 days before the date of the meeting, either personally or by mail, to each member of record entitled to vote at the meeting”; and

**WHEREAS**, By-Laws, Article III, Section 10 indicates that the presence sixty-two (62) Unit Owners shall constitute a quorum; and

**WHEREAS**, N.J.S.A. 15A:15-18 provides that “[u]nless otherwise provided in the certificate of incorporation or bylaws, every member entitled to vote at a meeting of members or to

express consent without a meeting may authorize another person or persons to act for the member by proxy”; and

**WHEREAS**, By-Laws, Article III, Section 7 a member shall be deemed in good standing to vote he has paid in full all charges against him levied by the Association at least three (3) days prior to the meeting at which the vote is held; and

**WHEREAS**, pursuant to By-Laws, Article XII, “[t]hese By-Laws and the form of administration set forth herein may be amended from time to time by the affirmative vote of the members representing two-thirds of the Units of the Condominium”; and

**WHEREAS**, the Association’s Board finds that it would be in the best interest of the Association to amend its By-Laws to expressly permit the Association to assess late fees for untimely assessment payments; and

**WHEREAS**, on \_\_\_\_\_, 2015 at a duly called meeting with quorum present, members representing two-thirds of the Units, via proxy or in person, voted to amend, and thereby did amend, the Association’s By-Laws as set forth below;

**NOW, THEREFORE**, the Association does hereby amend the Association’s Governing Documents follows:

1. By-Laws, Article V, Section 10(U), is hereby added to the Board’s powers and duties as follows:

**(U) Charge a late fee in the amount of thirty (\$30.00) dollars if payment of any assessment installment, or any other charge, is not made by the tenth day after it was due. The amount of such late fee may be amended from time to time via resolution of the Board.**

2. This Amendment to the By-Laws shall supersede any conflicting provisions in the By-Laws,

any previously adopted amendments and any rules and/or regulations with respect to the same subject matter.

3. Any terms of the Master Deed or By-Laws that may be in conflict with Paragraph 1 above are hereby deemed null and void.
4. All other terms of the Master Deed or By-Laws, which do not conflict with Paragraph 1, shall remain in full force and effect.
5. All other terms and conditions of the Master Deed and By-Laws shall remain in full force and effect.
6. Notwithstanding the full execution of this Amendment, this Amendment shall not take effect until it has been recorded with the Office of the Clerk of Monmouth County, New Jersey.

**IN WITNESS WHEREOF**, the undersigned have executed this Amendment to the By-Laws for Winding Brook Condominium Association, Inc., the day and year listed above.

WITNESS:

Winding Brook Condominium Association, Inc.

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

\_\_\_\_\_  
By: \_\_\_\_\_, President

WITNESS:

Winding Brook Condominium Association, Inc.

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

\_\_\_\_\_  
By: \_\_\_\_\_, Secretary

