

**BY-LAWS  
OF  
LONGPORT OCEAN PLAZA CONDOMINIUM  
AND  
LONGPORT OCEAN PLAZA CONDOMINIUM, INC. (ASSOCIATION)**

1. **APPLICABILITY AND DEFINITIONS.** These By-Laws shall relate solely to the Longport Ocean Plaza Condominium and the Association, Longport Ocean Plaza Condominium, Inc. The definitions used herein shall be the same as those used in the Master Deed and Condominium Act unless otherwise defined herein.

2. **MEMBERSHIP.** A person shall automatically become a member of the Association at the time he acquires title to his unit and he shall continue to be a member so long as he continues to hold title to his unit. A unit owner shall not be permitted to resign from membership in the Association prior to the time he transfers title to his unit. There shall be only one membership in the Association for each unit, with each membership having the number of votes assigned to it in the Master Deed. If there are co-owners of a unit, the membership shall be divided between or among such co-owners in direct proportion to their percentage of ownership of the unit and such division shall be governed by rules of law applicable to the type of tenancy in which the unit is owned; provided, however, that the voting rights of such co-owners shall be governed by the provisions of the Master Deed. No membership may be transferred in any way except as an appurtenance to the title to the unit to which that membership pertains; provided, however, that such membership right may be transferred to a holder of a purchase money mortgage upon default of the unit owner under such instrument, whereat or prior to the time of making such mortgage the holder thereof shall have affirmatively required such transfer as additional security upon default. Transfer of membership shall be automatic upon transfer of title, but the Association may treat the prior unit owner as the member for all purposes until satisfactory evidence of the recording of the instrument transferring title shall have been presented to the Secretary of the Association, and the records of the Clerk of Atlantic County, New Jersey shall be determinative of all disputes concerning the state of title to any unit or units.

In the event that a member shall lease or permit another to occupy his unit, the tenant or occupant shall be permitted to enjoy the condominium property to the extent that such member shall be entitled, but shall not vote in the affairs of the Association unless the members permit the tenant or occupant to exercise the proxy vote of the member as provided in the Master Deed. The use of the condominium property shall be limited to the unit owners, tenants and occupants of units and their licensees, invitees, servants, agents and employees.

Each unit owner shall receive a certificate which shall be numbered and entered upon the books of the condominium as they are issued. The certificate shall state the number of votes to which the unit designated is entitled. Upon presentation of satisfactory proof of the change of ownership of the unit to the Secretary of the Condominium, the old certificate of membership of the unit shall be cancelled and a new certificate of membership shall be issued to the new unit owner.

To determine the unit owner for the purpose of voting, the membership list of the condominium shall control.

3. **PRINCIPAL OFFICE.** The principal office of the Association shall be located 27th & Atlantic Avenue, Longport, New Jersey, but thereafter, it may be located at such other lawful place or places as designated by the Trustees.

4. **ASSOCIATION MEETINGS.** (a) The first annual meeting of the Association shall be held within Thirty (30) days after the date of which title to units having a proportionate undivided interest in the common elements in excess of Eighty-Five (85%) Percent shall have been conveyed by Grantor to the first unit owners other than the Grantor. All annual meetings of the Association, except the first annual meeting, shall be held on the last Monday of August of each succeeding year. At each annual meeting, except for the first annual meeting, there shall be elected by a ballot of a majority of the members entitled to vote, Trustees of the Association in accordance with the provisions of these By-Laws. The members may also transact such other business as may properly come before the meeting. Annual meetings of the Association may be held at whatever location the Trustees may deem convenient. The President of the Association shall preside at all annual meetings. (b) The Treasurer of the Association shall present at each



annual meeting an audit (prepared and certified by an independent certified public accountant) of the common expenses, itemizing receipts and expenditures, the allocation thereof to each unit owner and any changes expected for the present fiscal year. Such audit shall be delivered to all unit owners not less than Five (5) days prior to the annual meeting. (c) Special meetings may be called at any reasonable times and when requested by a majority of the Trustees or if unit owners entitled to cast at least Forty (40%) Percent of the votes shall send a written request to the Trustees to call such a meeting. The Trustees shall designate the date, time and location of all special meetings of the Association. The President of the Association shall preside at all special meetings. (d) Special meetings shall be called for the purpose of considering matters which shall be required or permitted by law, the Master Deed, or these By-Laws, to be done by vote of the unit owners. No business shall be transacted at the meeting other than as specified in the notice of said special meeting. (e) Notices for the annual and special meetings of the Association shall specify the date, time and location of the meeting, as well as the matters which will be the subject of discussion or vote at such meetings. Notices for the annual meetings shall be delivered to the unit owners at least Ten (10) Days, but not more than Twenty (20) Days prior to such meetings. Notices for special meetings shall be delivered to the unit owners at least Fifteen (15) Days, but not more than Twenty-Five (25) Days prior to such meeting. Notices for postponed meetings shall be delivered at least Ten (10) Days, but not more than Twenty (20) Days, prior to the date of the rescheduled meeting. (f) The voting rights of the unit owners shall be governed by paragraph 12 of the Master Deed. (g) Notices of meetings need not be given to any unit owner who signs a Waiver of Notice, either in person or by proxy, whether before or after the meeting. The attendance of any unit owner at a meeting, in person or proxy, shall constitute a waiver of notice of the meeting by him. (h) For the purpose of determining the unit owners entitled to notice of any meeting of the members or for any other action, the Trustees shall fix in advance a date as the record date for such determination. Such date shall not be more than Thirty (30) nor less than Ten (10) Days before the date of the meeting. If no record date is fixed, the date shall be deemed to be the time of day before the day of the meeting. (i) All decisions involving capital expenditures in excess of Ten Thousand (\$10,000.00) Dollars shall require the affirmative vote of the members representing at least Sixty (60%) Percent of the total outstanding votes of the Association. All other decisions shall require a majority of votes represented at any given meeting. The Trustees shall be governed in the making of capital expenditures by the decisions made by the members as provided in the Master Deed and By-Laws.

5. BOARD OF TRUSTEES. The Board of Trustees shall consist of Five (5) natural individuals, each of whom shall be at least Twenty-One (21) years of age and, except for the first Board of Trustees, a majority of whom shall be unit owners. The initial and first Board of Trustees shall serve until the second Annual Meeting of the Association. With the exception of the first initial Board of Trustees and the first initial Annual Meeting of the Association, the Board of Trustees shall be elected by the Association each year at the annual meeting of the Association beginning with the second annual meeting of the Association, except for the filling of vacancies as set forth herein. The first and initial Board of Trustees shall consist of the persons appointed by the Grantors. The first and initial Board of Trustees shall serve until the second annual meeting of the Association. At the second annual meeting of the Association and at each annual meeting thereafter, Five (5) members of the Association will be duly elected to serve as members of the Board of Trustees; provided, however, for or so long as the Grantors own Ten (10) or more condominium units, a majority of the Board of Trustees shall be selected by the Grantors. Until the Grantors shall no longer have the right to designate a majority of the Board of Trustees, the number of members of the Board of Trustees shall remain at Five (5) with the unit owners being entitled to elect only Two (2) members of the Board of Trustees. The Trustees shall serve until their respective successors are duly elected, or until their death, removal or resignation so that normally the term of service of a Trustee will be approximately One (1) Year, that being the period of time between annual meetings of the Association other than between the first and second annual meetings. A Trustee may serve an unlimited number of terms.

Any vacancy or vacancies on the Board of Trustees, whether caused by resignation, removal, or an increase in the size of the Board of Trustees, may be filled by the vote of a majority of the remaining Trustees, at a special meeting duly called for such purpose, and the successors shall hold office until the next annual meeting of the Association and his re-election or the election of his successor at such meeting.



The Board of Trustees shall hold an annual meeting each year immediately following the annual meeting of the Association for the purpose of electing officers, as more fully set forth herein, and for any other purpose which may be required or permitted by law, the Master Deed, By-Laws or Rules and Regulations, to be done by a vote of the Board of Trustees.

The Board of Trustees may hold regular meetings at such times and locations as shall be designated by a majority vote of the Board of Trustees; provided, however, that such Board of Trustees meeting shall be held at least once every Three (3) months; and there shall be a meeting of the Board of Trustees during the first full calendar week of August of each year at which the Board of Trustees shall adopt a budget of the Association for the forthcoming fiscal year of the Association.

Special meetings of the Board of Trustees may be called at any reasonable time and from time to time if requested by the President of the Association or if Three (3) members of the Board of Trustees send a written request to the President of the Association to call such a meeting. The President shall call such meetings not less than Ten (10) nor more than Twenty (20) days after receipt of such request. The President shall designate the time and location of such meetings. No business shall be transacted at the meetings other than as specified in the notice thereof.

Written notice of meetings of the Board of Trustees shall be given or caused to be given by the Secretary of the Association to each Trustee as follows: (a) At least Ten (10) days but not more than Twenty (20) days prior to each regular meeting; (b) At least Five (5) days but not more than Ten (10) days prior to the special meeting; (c) Notice of the Annual Meeting of the Association to a Trustee shall be deemed proper notice of the Annual Board of Trustees Meeting; (d) Notice may be waived in writing either given before or after the Board of Trustees Meeting, but no action of the Board of Trustees shall be valid unless a quorum is present or unless the Trustees have acted without the formality of a meeting, which it may do by obtaining written consent of all Trustees for any and all acts decided upon in such manner. (e) Three (3) members of the Board of Trustees shall comprise a quorum for the transaction of all business.

Each Trustee shall be entitled to cast One (1) vote and a majority of the Board of Trustees, a quorum being present, shall bind the Board of Trustees for all purposes unless otherwise provided in the Master Deed or By-Laws.

Board of Trustees Meetings may be held under reasonable rules consistent with these By-Laws as the Board of Trustees may determine. The Board of Trustees is hereby empowered to promulgate such rules.

Except for the meeting to approve the budget of the Association, unit owners shall have no right to attend Board of Trustees meetings but the Board of Trustees may, in its sole discretion, elect to allow unit owners to attend a particular meeting or meetings. If the Board of Trustees does elect to allow unit owners to attend a particular meeting, the Secretary of the Council shall post or cause to be posted a notice of such meeting in the lobby of the building at least Three (3) days prior to said meeting; however, the failure to give such notice shall not invalidate any actions taken by the Board of Trustees at said meeting nor pose any liability on the Trustees, or officers and/or members for the failure to give notice. Notwithstanding anything contained herein, all unit owners shall have the right to attend and be heard, but not the right to vote, at the Board of Trustees meeting at which the fiscal year budget of the Association shall be adopted by the Board of Trustees. Unit owners shall receive notice of said meeting in the manner provided for notices to the unit owners by the Secretary at least Ten (10) days but not more than Twenty (20) days prior to said meeting.

Trustees may resign from the Board of Trustees at any time by written notice to the Board of Trustees. Except as hereinafter provided, any Trustee (other than Trustees designated by the Grantors to serve as the initial and first Board of Trustees, who may be removed and replaced by the Grantors at any time or from time to time) may be removed from the Board of Trustees with or without cause by a vote for such removal by unit owners entitled to cast at least Sixty (60%) Percent of the votes of all members of the Association, such votes having been cast at any special meeting of the Association, the notice for which shall contain the name of the Trustee or Trustees whose removal is sought. If a Trustee who is also a unit owner shall cease being a unit owner, such Trustee shall be deemed to have resigned from the Board of Trustees effective immediately.

No Trustee shall receive compensation for performing his duties as a Trustee.

6. ASSOCIATION OFFICERS. At the Annual Meeting of the Board of Trustees, the Trustees shall, if a quorum is present, elect officers for the following year, such officers to serve for a one year term and until their respective successors



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are elected. The officers to be elected are: President, Vice-President, Secretary, Treasurer, and such other officers as the Board of Trustees may, from time to time, find necessary. All officers shall be Trustees and each officer may serve for an unlimited number of terms. Any member may hold Two (2) offices simultaneously, but the President shall not hold any other office.

Any officer may resign at any time by written notice by to the Board of Trustees. Any Trustee who resigns or is removed as a member of the Board of Trustees shall also be deemed to have resigned or have been removed, ipso facto, from any office he may have held. Any officer may be removed from his office at any time by a majority of the Trustees whenever in the best judgment of the Trustees the interest of the Association will be best served thereby, or by vote of the Association, with or without cause in the same manner as set forth for the removal of Trustees.

Vacancies caused by resignation, removal or creation of new offices may be filled by a majority vote of the Board of Trustees. The officers of the Association shall receive no compensation unless such compensation is approved by the Association. If any compensation is given, it shall be treated as a common expense of the condominium property. Appointment or election of the officers shall not carry with it an automatic contractual right to compensation.

The President shall be the Chief Executive Officer of both the Association and the Board of Trustees. Subject to the control of these Two (2) bodies, he shall direct, supervise, coordinate and have general control over the affairs of the Association and the Board of Trustees. He shall preside at all meetings of either body unless he is absent, in which case, the senior officer of the Board of Trustees present at such meeting shall preside, and in the absence of all officers, the body holding the meeting shall elect another person to preside. The President shall have all of the powers and duties generally and ordinarily attributable to a Chief Executive Officer of a corporation domiciled in New Jersey, including signing checks and documents on behalf of the Association and Board of Trustees.

The Secretary shall keep or cause to be kept all records (or copies thereof if such documents must be recorded) of the Association and the Board of Trustees and shall have the authority to affix the seal to any documents requiring such seal. He shall give or cause to be given all notices as required by law, the Master Deed and By-Laws or Rules and Regulations of the Association, shall take and keep minutes of all meetings of the Association and Board of Trustees, shall keep at the Association's office a record of the names and addresses of all unit owners and the voting list referred to in the Master Deed and By-Laws as well as copies of the Master Deed, By-Laws and Rules and Regulations of the Association and the Plans and Specifications pursuant to which the building and other improvements on the property were built, all of which shall be available at the office of the Association for inspection by unit owners or prospective unit owners during normal business hours. The Secretary shall keep or cause to be kept the register of holders of mortgages on condominium units. The secretary shall, in general, perform all duties and have such powers as are ordinarily attributable to the Secretary of a corporation domiciled in New Jersey.

The Treasurer shall have charge and custody of, and be responsible for, all funds and securities of the Association, shall deposit or cause to be deposited all such funds in such depository as the Board of Trustees may direct, shall keep or cause to be kept complete accounts and records of all financial transactions of the Association and Board of Trustees and shall submit or cause to be submitted to the Board of Trustees and the Association such reports thereof as the law, the Master Deed, the By-Laws, Rules and Regulations require. Such records shall include, without limitation, chronological listings of all receipts and expenditures on account of the common elements and each unit, the amount of each assessment for common expenses and expenses assessable to individual units, if any, and the amounts paid and the amounts due on any such assessments. Such records shall specify and itemize the maintenance, repair and replacement expenses relating to the common elements and any other expenses incurred by the Association. The foregoing financial records shall be kept at the Association's office and shall be available there for inspection for unit owners or prospective unit owners during normal business hours. The Treasurer shall perform such duties and have such powers as are ordinarily attributable to the Treasurer of a corporation domiciled in New Jersey.

Unless otherwise determined by the resolution of the Board of Trustees, any Vice-President and any assistant officers shall have the powers and perform the duties of his respective superior officer, the President being any Vice-President's superior officer, the Secretary being any Assistant Secretary's superior officer and the Treasurer being any Assistant Treasurer's superior officer.



7. POWERS AND DUTIES OF BOARD OF TRUSTEES. No agreement, check, deed, lease, mortgage or other written instrument or document shall be binding upon the Association unless entered into on its behalf by the Board of Trustees and signed by Two (2) officers of the Board of Trustees or by One (1) officer and One (1) assistant officer except as such power may be otherwise delegated to the manager appointed and employed by the Board of Trustees. The liability of the Association, the individual unit owner or any officer of the Association under any instrument binding or purporting to bind the Association or the Board of Trustees shall be governed by the provisions of these By-Laws and the Master Deed.

The Board of Trustees shall have and exercise all lawful powers and duties necessary for the proper conduct, administration and supervision of the business and affairs of the Association, the condominium and the condominium property and may do or cause to be done all such lawful acts and things as are permitted by law, by the Master Deed, by the By-Laws and by the Rules and Regulations of the Association. In the performance of its duties and responsibilities as the administering Board of the Association and of the condominium and condominium property, the Board of Trustees shall have powers and duties set forth in the Master Deed, the By-Laws, the Rules and Regulations of the Association and the Condominium Act, including by way of illustration and not limitation, the following: (a) The operation, management, maintenance, repair, replacement, cleaning, upkeep, protection and surveillance, and sanitation of the condominium and the condominium property and all other property, real or personal, of the Association. (b) The assessment and collection of funds for common expenses and the payment thereof. (c) The adoption, distribution, amendment, and enforcement of Rules and Regulations governing the use and operation of the condominium and the condominium property and the use of the common elements subject to the right of a majority of unit owners to change any such Rules and Regulations. (d) The maintenance of insurance against loss by fire or other casualties normally carried under broad form fire and extended coverage insurance policies as written in the State of New Jersey covering all common elements and all structural portions of the condominium property and the application of the proceeds of any such insurance to restoration of such common elements and structural portions if such restoration shall otherwise be required under the provisions of this Act or the Master Deed or By-Laws. (e) The maintenance of insurance against liability for personal injury and death for accident occurring within the common elements whether limited or general and the defense of any actions brought by reason of injury or death to person, or damage to property occurring within such common elements and not arising by reason of any act or negligence of any individual unit owner. (f) Whenever required by the Master Deed or By-Laws, the Board of Trustees shall protect blanket mortgagees or unit owners and their mortgagees as their respective interests may appear, under the policies of insurance provided under clauses (d) and (e) of this paragraph, or against such risks with respect to any or all units, and may permit the assessment and collection from a unit owner of specific charges for insurance coverage applicable to his unit. (g) Nothing herein shall preclude any unit owner or other person having an insurable interest from obtaining insurance at his own expense and for his own benefit against risk whether or not covered by insurance maintained by the Association. (h) The maintenance of accounting records in accordance with generally accepted accounting principles, open to inspection at reasonable times by unit owners. Such records shall include: (i) a record of all receipts and expenditures; (ii) an account for each unit setting forth any shares of common expenses or other charges due, the due dates thereof, the present balance due, and any interest in the common surplus. (i) To act through its Officers and enter into contracts, bring suit, be sued, and accept service of process for the Association but not for any individual unit owner. (j) To have access to each unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any common elements therein or accessible therefrom or for making emergency repairs necessary to prevent damage to common elements or to any other unit or units. (k) To purchase units in the condominium and otherwise acquire, hold, lease, mortgage and convey the same. To lease or license the use of common elements in a manner not inconsistent with the rights of unit owners. (l) To acquire or enter into agreements whereby it acquires leaseholds, memberships or other possessory or use interest in lands or facilities including, by way of illustration and not limitation, to country clubs, golf courses, marinas, and other recreational facilities, whether or not contiguous to the condominium property, intended to provide for the enjoyment, recreation or other use or benefit of the unit owners. The fees, costs and expenses of acquiring, maintaining, operating, repairing and replacing any such memberships, interest and facilities shall be common expenses. (m) To prepare, not later than August 15th



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of each calendar year, a budget or estimate of common expenses for the next succeeding fiscal year which shall include, by way of illustration and not limitation, reasonable reserves for depreciation, repairs and replacement. The total amount of such budget or estimate shall be assessed against all units and the respective unit owners thereof, in the same proportion as their respective undivided interest in the common elements. The proportionate amounts thus found applicable to each unit shall be payable by the unit owner thereof to the Association in equal quarterly installments. On or before the due date of the first quarterly installment, the Association shall prepare and deliver or mail to each unit owner a statement showing the total amount of the budget or estimate and the amount assessed against such unit for the entire fiscal year, and shall not be obligated to give notice of any subsequently accruing quarterly payments for such fiscal year, and the omission of notice of such installments shall not relieve such unit owner of his obligation to pay such quarterly installments promptly when and as they become due and payable. The omission by the Board of Trustees to fix the assessments for the next fiscal year shall not be deemed a waiver or modification in any respect to the provisions of the Master Deed, By-Laws or Rules and Regulations of the Association, or a release of the unit owners from the obligation to pay the assessments, or any installment thereof, for any such year, but the assessment fixed for the preceding fiscal year shall continue until a new assessment is fixed. The Board of Trustees shall have the power to adjust or increase the amount of any annual installment for the common expenses and quarterly installments thereof, and to levy and collect in addition thereto, special assessments for common expenses in such amounts as the Board may deem proper, whenever the Board is of the opinion that it is necessary to do so in order to meet increased operating or maintenance costs, or additional capital expenses, or because of emergencies; provided, however, that all such increased or special assessments shall be made or levied against the unit owners and the units owned by them respectively, in the same proportions or percentages as their respective undivided common interest in the common elements as set forth in the Master Deed. (n) To use and expend any sums collected from such assessment for the operation, management, maintenance, replacement, repair, renewal, care, cleaning, upkeep, surveillance and protection of the condominium property and all real and personal property of the Association and the costs of the performance of duties of the Association and the exercise of the powers of the Association by the Board of Trustees. To pay all taxes and assessments levied or assessed against any property of the Association, exclusive of any taxes or assessments levied against any unit or otherwise properly chargeable to the unit owner or unit owners thereof. To contract for, to employ, dismiss or terminate and to pay for, by way of illustration and not limitation, the following goods and services: water service, sewer service, trash collection service, snow removal service, lawn and maintenance service, vermin extermination service, commuter bus service, custodial service, security guard services, management services, exterior window cleaning service, electrical service, plumbing service, other utility services, swimming pool services, elevator maintenance service, parking lot attendants and services, doormen, clerks, workmen, janitors, watchmen, legal and accounting services, and other personnel services, equipment, tools, materials and supplies as in the opinion of the Board of Trustees may be necessary for the proper operation and maintenance of the condominium and the condominium property and for the proper exercise and satisfaction of powers and duties of the Association, except for those portions of the condominium property required to be maintained by the unit owners. To employ a professional managing agent or manager and at the discretion of the Trustees, to delegate to such managing agent or manager the following powers and duties: (i) administrative duties, which by the Condominium Act, are not required to be done by the Association or the unit owners; (ii) powers which require only administrative functions in order to carry out the intent or purpose of the power and duties, which power and duties are not required to be enforced only by the Association or the unit owner; (iii) delegate all powers and duties not prohibited by law or by these By-Laws; and (iv) to perform all functions, not prohibited by law, to carry out the powers and duties of the Trustees and the Association. (o) To collect all proceeds of all casualty, fire, physical damage insurance and deficiency assessment provided for herein and to apply said proceeds towards the cost of repair, restoration or replacement of any damage or destroyed improvements on the condominium property or any part thereof or to a common element or common elements or any part thereof covered by the insurance required to be maintained by the Association pursuant to these By-Laws. All of the unit owners directly affected shall be liable for assessment for any deficiency in such proceeds in proportion to their respective undivided interest in the common elements. All unit owners shall be deemed "directly affected" by damage or destruction of any common elements. A unit



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owner shall not be deemed "directly affected" by the damage or destruction of another unit or of limited common elements not appurtenant to his unit. Unit owners may apply the proceeds from their individual fire and casualty insurance policies, if any, to the share of such common expenses as may be assessed to them. The Board of Trustees shall be responsible for restoring the property only to substantially the same condition as it was immediately prior to the damage, and each unit owner shall personally assume the additional expense of any improvements to his unit which he desires to restore beyond such condition. If any changes are made in the basic construction of any restored unit or in the common elements, or both, the Board of Trustees shall record an amended Master Deed encompassing such changes. Notwithstanding anything contained herein to the contrary, if there is substantially total destruction of the building, the existence of which condition shall be conclusively determined within Sixty (60) days after receipt of at least Three (3) contractors' bids and the final insurance adjustment, by a unanimous vote of the Board of Trustees and the unit owners entitled to cast Seventy-Five (75%) Percent of all of the votes, not to proceed with the repair or restoration; then, and in those events only, the Board of Trustees shall proceed to realize upon the salvage value of the condominium property so damaged or destroyed, either by sale or other means as the Association may deem advisable and shall collect the proceeds of any insurance. Thereupon, the net proceeds of such sale, together with the net proceeds of such insurance, shall be considered as One (1) fund and shall be divided among all the unit owners in proportion to their respective undivided interest in the common elements, after discharging, out of the respective shares of each unit owner, to the extent sufficient for that purpose, all liens against the unit of such unit owner. (p) If all or any part of the common elements shall be taken, injured or destroyed by eminent domain, each unit owner shall be entitled to notice of such taking and to participate through the Association in the proceedings incident thereto. Any damages shall be for the taking, injury or destruction as a whole and shall be collected by the Association and distributed by it among the unit owners in proportion to each unit owner's undivided interest in such common elements, except to the extent that the Association deems it necessary or appropriate to apply them to the repair or restoration of any such injury or destruction.

8. RIGHT OF FIRST REFUSAL. (a) If any unit owner other than the Grantors wishes to sell or lease his unit or any interest therein, and shall have received a bona fide offer from a prospective purchaser or tenant, the Board of Trustees shall be given written notice thereof, together with an executed copy of such offer containing a full description of the terms thereof. The Board of Trustees, in its own name or in the name of its designee or Trustee appointed by it, on behalf of the Association, shall have the right to purchase or lease such unit or any interest therein upon the same terms and conditions as set forth in the offer, provided written notice of such election to purchase or lease is given to the selling or leasing unit owner and a matching down payment or deposit (if such is required by the terms of such offer) is provided to the selling or leasing unit owner during the Thirty (30) day period immediately following the delivery to the Board of Trustees of such notice and a copy of such offer. The Board of Trustees may borrow all or a part of the funds necessary to effect any such purchase and may create a mortgage against the purchased unit to secure such borrowing. (b) In the event the Board of Trustees shall elect to purchase such unit or any interest therein, title shall close at the office of the title company designated by the Board of Trustees on the date specified in the offer or, if no date is specified, Forty-Five (45) days after the giving of notice by the Board of Trustees of its election to accept such offer. If the Board of Trustees shall elect to purchase such unit or any interest therein, the Board of Trustees shall have the right (to be exercised in the acceptance of the offer to purchase the unit) of either requiring the unit owner to convey title to his unit which is good and marketable and free of all liens and encumbrances except for such liens and encumbrances as may be in existence at the time of the granting of the original deed to such unit from the Grantors to the first purchaser of such unit or if such unit is subject to liens and encumbrances at the time of closing for the purchase made pursuant to this paragraph, taking title to such unit under and subject to such liens or encumbrances and deducting from the purchase price the sum necessary to discharge all such liens and encumbrances. At the settlement, the unit owner, if such unit or any interest therein is to be sold, shall convey same to the Board of Trustees, or to its designee or Trustee, on behalf of the Association, by deed in the usual form and as specified in the Condominium Act, Master Deed and By-Laws, with the customary apportionments, and customary handling of costs, transfer taxes and fees, applicable to similar transactions in Atlantic County, New Jersey. (c) In the event the Board of Trustees elects to lease such unit or any interest therein, promptly



after receipt of notice of such election by the Board of Trustees, the offering unit owner shall execute and deliver to the Board of Trustees, or its designee, a lease between the unit owner, as landlord, and the Board of Trustees, or its designee, on behalf of the Association, as tenant, covering such unit or any interest therein, on the terms and conditions contained in such offer. (d) In the event the Board of Trustees shall fail to accept such offer within the aforesaid Thirty (30) day period, the selling or leasing unit owner shall be free, within Sixty (60) days after the expiration of the period in which the Board of Trustees or its designee might have accepted such offer to contract to sell or to lease such unit or any interest therein, to the offeror on the terms and conditions set forth in the copy of such offer theretofore delivered to the Board of Trustees. (e) In the event the offering unit owner shall not, within the Sixty (60) days period specified in this paragraph, contract to sell or to lease such unit or any interest therein, as the case may be, to the offeror on the terms and conditions contained in the offer, or if such a contract is entered into within such Sixty (60) day period but is not fulfilled thereafter in accordance with its terms, the unit owner shall be required to again comply with all of the terms and provisions of this paragraph in order to sell or to lease the unit or any interest therein. (f) Any deed to an offeror shall provide that the acceptance thereof by the Grantee shall constitute an assumption of the provisions of the Master Deed, By-Laws and the Rules and Regulations of the Association, as the same may be amended from time to time. Any lease to an offeror shall be consistent with the Master Deed, By-Laws and Rules and Regulations of the Association and shall provide that it may not be modified, amended, extended or assigned without the prior consent, in writing, of the Board of Trustees, and that the Board of Trustees shall have the power to terminate such lease and to bring summary proceedings to evict the tenant in the name of the landlord thereunder, in the event of default by the tenant in the performance of such lease. (g) The Board of Trustees may purchase or lease any unit or any interest therein with approval of a majority vote of the Board of Trustees. (h) The right of first refusal contained in these provisions may be released or waived in writing by a majority of the Trustees, in which event the unit or any interest therein may be sold, conveyed or leased free and clear of said provisions. (i) The transfer of the interest of a deceased joint tenant or tenant by the entirety of a unit to the surviving joint tenant or tenants or the surviving tenants by the entirety, or the transfer of a decedent's interest in a unit to a devisee by will or to his heirs at law under the intestacy laws, or a transfer of the unit from the unit owner to his spouse shall not be subject to the provisions of this paragraph. (j) If any unit owner other than the Grantors attempts to sell or lease his unit or any interest therein without giving the Board of Trustees the right of first refusal as provided for in this paragraph, such sale or lease shall be void and shall confer no title or interest whatsoever upon the intended purchaser or lessee. (k) The sub-leasing of any unit or any interest therein shall be subject to the same limitations as are applicable to the leasing thereof. The liability of the unit owner under the Condominium Act, the Master Deed, By-Laws and the Rules and Regulations of the Association shall continue during any tenancy or sub-tenancy created hereunder. (l) In no case shall the right of first refusal reserved in this paragraph affect the right of a unit owner to subject his unit to a first mortgage. (m) The failure or refusal of the Board of Trustees to exercise the right to so purchase or lease shall not constitute a waiver of such right under any subsequent bona fide offer to purchase or lease. (n) If any unit owner shall default under a mortgage secured upon his unit or any interest thereof in, which default shall entitle the holder thereof to foreclose such mortgage, any sale under such foreclosures, including delivery of a deed to such holder in lieu of such foreclosure, shall be made free and clear of the provisions of this paragraph, and the purchaser (Grantee under such deed in lieu of foreclosure) of such unit or any interest therein shall be thereupon thereafter subject to the provisions of the Master Deed, By-Laws, Rules and Regulations of the Association. If such holder of a mortgage or his nominee is the purchaser at such foreclosure sale (or Grantee under the deed given in lieu of such foreclosure) such holder or nominee may thereafter sell and convey such unit or any interest therein free and clear of the restrictions contained in this paragraph, but its Grantee shall be subject to all of the provisions contained in this paragraph providing for the right of first refusal. (o) Upon written request of any prospective transferee, purchaser, tenant, or an existing or prospective holder of a mortgage on any unit or any interest therein, the Board of Trustees shall immediately, or if any time period is stated, at the end of such time period, issue an acknowledged certificate in recordable



form, which certificate shall be conclusive evidence of the facts contained therein, evidencing that: (i) with respect to proposed lease or sale under this paragraph, proper notice was or was not given by the selling or leasing unit owner and the Board of Trustees did or did not elect to exercise its option to purchase or lease; (ii) with respect to a deed to a holder of a mortgage or its nominee in lieu of foreclosure and a deed from such holder or its nominee pursuant to this paragraph, such deeds were or were not in fact given in lieu of foreclosure and are or are not subject to the provisions of this paragraph; (iii) with respect to any contemplated transfer which is neither a sale nor a lease, the transfer is or is not subject to the provisions of this paragraph.

9. NO STRUCTURAL CHANGES BY UNIT OWNERS. After the original construction of a unit owner's condominium unit, the owner thereof shall not make any structural changes in or to his unit or any part of the common elements or limited common elements, or paint, decorate, or alter any portion of the common elements or limited common elements without in each case obtaining the prior written permission of the Board of Trustees. There shall be no material alteration of or substantial addition to the common elements except as authorized by the Master Deed. No unit owner shall contract for or perform any maintenance, repair, replacement, removal, alteration or modification of the common elements or limited common elements or any additions thereto except through the Association and its officers. No unit owner shall take or cause to be taken any action within his unit or within a limited common element which would jeopardize the soundness or safety of any part of the condominium property or impair any easement or right appurtenant thereto or affect the common elements without the unanimous consent of all unit owners who might be affected thereby.

10. ENFORCEMENT. Each unit owner shall comply with the provisions of the Master Deed, By-Laws and Rules and Regulations of the Association, as the same may be lawfully amended together, with the covenants, conditions and restrictions set forth in the Master Deed, By-Laws, deed to his unit, and Rules and Regulations of the Association, and with such decisions as may be rendered pursuant to such documents. Failures to so comply shall be grounds for an action for the recovery of damages or for injunctive relief, or both, maintainable by the Trustees on behalf of the Association or the unit owners, or, in a proper case, by an aggrieved unit owner or by any person who holds a mortgage lien upon a unit and is an aggrieved party as a result of such non-compliance.

11. LIABILITIES OF INDIVIDUAL UNIT OWNERS. The unit owners and any lessees or sub-lessees of a unit shall be jointly and severally liable for liabilities arising out of their own conduct or arising out of the ownership, occupancy, use or misuse or conditions of such unit.

12. TEMPORARY ADJUSTMENTS IN THE PROPORTIONATE UNDIVIDED INTEREST. (a) During the period when the Board of Trustees holds title to One (1) or more units, the proportionate undivided interest in the common elements of such unit or units shall be deemed to be Zero (0) and the proportionate undivided interest in the common elements of all other units shall be deemed to be automatically adjusted to the nearest one thousandth of one (.001%) Percent so as to allocate the proportionate undivided interest in the common elements of such unit or units among all other units proportionately, and to produce adjusted proportionate undivided interests in the common elements for all other units totalling One Hundred (100%) Percent; all assessments for common expenses and all taxes, and municipal claims and charges assessed against such unit or units shall be paid by the Board of Trustees, and the amounts so paid together with all other expenses of purchasing, holding, selling, conveying, mortgaging, leasing or otherwise dealing with the unit or units shall constitute common expenses to be assessed against all other unit owners in accordance with such adjusted proportionate undivided interests in the common elements; the voting rights appurtenant to such unit or units shall be suspended and may not be exercised or counted for quorum purposes; and no notice of any meetings of unit owners or notices of assessments, budgets or the like need be given in respect to such unit or units. The Board of Trustees shall give all other unit owners prompt written notice both of each such purchase and of the adjusted proportionate undivided interests in the common elements resulting therefrom, and of any disposition of the unit or units so purchased and of the resulting elimination of such adjustment.

13. NO PARTITION. There shall be no judicial partition of the condominium, or condominium property or any part thereof until the happening of the conditions provided for in these By-Laws concerning damage to or destruction of the property or unless a Deed of Revocation has been duly executed and filed as provided for in the Master Deed, By-Laws and Condominium Act; however, if any unit shall be owned by



BOOK 2933 PAGE 54  
Two (2) or more co-tenants, nothing herein contained shall prevent a judicial partition as between such co-tenants, but such partition shall not effect any other unit.

14. NON-LIABILITY OF TRUSTEES AND INDEMNIFICATION OF TRUSTEES. (a) The members of the Board of Trustees in their capacity as Trustees and/or officers shall not be liable for the failure of any service to be obtained and paid for by the Board of Trustees or Association hereunder, or for any injury or damage to persons or property caused by the elements or by another unit owner or person on the property, or resulting from electricity, water, rain, dust or sand which may leak or flow from the outside or from any parts of the building, or from any other pipes, drains, conduits, appliances or equipment, or from any other place unless caused by willful misconduct or gross negligence of the Board of Trustees; the Trustees shall not be liable to the unit owners as a result of the performance of their duties for any mistake of judgment, negligence or otherwise, except for their own willful misconduct or gross negligence; the Trustees shall have no personal liability in contract to a unit owner or any other person or entity under any agreement, check, contract, deed, lease, mortgage, instrument or transaction entered into by them on behalf of the Board of Trustees or Association in the performance of their duties; the Trustees shall not be liable to a unit owner for loss or damage caused by theft of or damage to personal property left by such unit owner or his tenants or guests in a unit or in or on the common elements except for their own willful misconduct or gross negligence; the Trustees shall have no personal liability in tort to a unit owner or any other person or entity direct or imputed, by virtue of acts performed by or for them, except for their own willful misconduct or gross negligence in the performance of their duties, and the Trustees shall have no personal liability arising out of the use, misuse or condition of the property or which might in any other way be assessed against or imputed to them as a result or by virtue of their performance of their duties except for their own willful misconduct or gross negligence. (b) Each Trustee in his capacity as a Trustee and/or officer shall be indemnified by the Association against all expenses and liabilities, including attorney's fees, reasonably incurred by or imposed upon him in connection with any proceeding in which he may become involved by reason of his being or having been Trustee and/or officer of the Association, or any settlement thereof, whether or not he is a Trustee and/or officer at the time such expenses are incurred, except in such cases where a Trustee and/or officer is adjudged guilty of willful misconduct or gross negligence in the performance of his duties; provided that, in the event of a settlement, the indemnification shall apply only if and when the Board of Trustees (with the affected Trustee abstaining if he is then a Trustee) approves such settlement and reimbursement as being in the best interest of the Association. The indemnification by the unit owners set forth herein shall be paid by the Board of Trustees on behalf of the unit owners and shall constitute a common expense and shall be assessed and collectable as such. Such right of indemnification shall not be deemed exclusive of any other rights to which such Trustee and/or officer may be entitled as a matter of law or agreement or vote of unit owners or agreement or vote of unit owners or of the Board of Trustees or otherwise.

15. FISCAL YEAR. The fiscal year of the Association shall begin on the 15th day of July and end on the 14th day of July.

16. MORTGAGES. The Secretary of the Association shall maintain a "register of mortgages" which shall contain the name and address of all of the holders of mortgages on units in the condominium. A unit owner who mortgages his unit shall notify the Secretary of the Association of the name and address of the holder of the mortgage on his unit. Upon written request to the Trustees, the holder of a first mortgage on a unit within the condominium shall be forwarded a report setting forth any unpaid assessments for common expenses due from the unit owner of that unit or any other default by said unit owner. Trustees, when giving notice to a unit owner of a default in paying assessments for common expenses or other default, shall send a copy of such notice to each holder of a first mortgage covering such unit whose name and address has theretofore been furnished to the Association. Each holder of a first mortgage on a unit in the condominium whose name is listed in the register of mortgages shall be permitted to examine the books of account of the condominium at reasonable times.

17. AMENDMENTS OF BY-LAWS. These By-Laws shall be amended in the same manner as provided for an amendment of the Master Deed.



18. DISSOLUTION. In the event it shall be deemed advisable and for the benefit of the members of the Association that the Association be dissolved, the procedures concerning dissolution in Chapter 1, Section 20 of Title 15 of the Revised Statutes of the State of New Jersey, entitled Corporations and Association not for Profit, shall be followed. In the event of dissolution, the assets of the Association, after the payment of all debts including mortgages and other encumbrances, shall be distributed to the members of the Association in the same proportion as their respective common interest in the common elements.

19. INTERPRETATION. Interpretation of the provisions of the By-Laws and Rules and Regulations shall be construed in accordance with the provisions for the interpretation of said documents as provided for in the Master Deed.

20. SEVERABILITY. The provisions of the By-Laws and the Rules and Regulations shall be deemed independent and severable and the invalidity and unenforceability of any provision or portion thereof shall not effect the validity or enforceability of any other provision or portion thereof as such deletion shall destroy the uniform plan for development and operation of the condominium project or the administration thereof.

21. EFFECTIVE DATE. These By-Laws and the Rules and Regulations of the Association shall become effective when said documents shall have been duly recorded.



**RULES AND REGULATIONS  
APPLICABLE TO  
LONGPORT OCEAN PLAZA CONDOMINIUM**

1. Motor vehicles may be parked only in the parking stalls provided for that purpose. Unit owners, their tenants and guests shall not park vehicles in parking stalls belonging to other units.
  2. Use of the recreational facilities comprising part of the common elements will be in such manner as to respect the rights of other unit owners and residents. Use of particular recreational facilities will be controlled by regulations to be issued from time to time, but in general, such use will be prohibited between the hours of 11 P.M. and 8 A.M.
  3. No radio, television antenna, air conditioning units, or other equipment or appurtenances, or any wiring for any purposes may be installed on the exterior of the building or protruding through the walls or windows thereof without the written consent of the Association.
  4. The balconies and patios shall be used only for the purposes intended, and shall not be used for hanging garments or other objects, or for cleaning or drying of rugs or other household items.
  5. No drying of laundry will be permitted outside of a unit.
  6. No pets will be allowed in the condominium unless they are confined to the owner's unit, and no pet may be kept which causes any annoyance of any kind to neighboring unit occupants.
  7. Bicycles shall be stored and parked in areas specifically designed and set aside for that purpose and shall not be permitted within the confines of the building or recreational facilities.
  8. The beach elevator exclusively, shall be used by all building occupants and their guests for purposes of egress and ingress to and from the beach and pool facilities.
  9. Nothing shall be thrown or emptied by the owners, their tenants, servants and guests out of the windows or doors, or down the elevator shafts or in the common areas, nor shall anything be hung from outside of the windows or placed on the outside window sills.
  10. Children shall not be permitted to loiter or play on the stairways or in the halls, lobbies, elevators, parking area, or any other common areas.
  11. All damage to the building caused by the moving and/or carrying of articles therein, shall be paid by the owner or person in charge of such articles.
  12. All trash and rubbish disposed of in the trash chutes which have been provided for that purpose shall be suitably wrapped.
  13. The manager shall retain a passkey to each unit. An owner who alters any lock or installs a new lock on any door leading into the unit of such owner shall provide management with a key for management's use.
- The above Rules and Regulations are subject to amendment and to the promulgation of such other Rules and Regulations by the Association as provided for in the Master Deed and By-Laws.



THE LONGPORT OCEAN PLAZA CONDOMINIUM ASSOCIATION  
RESOLUTION NO. 1  
BOARD OF TRUSTEES  
INCREASE IN NUMBER OF BOARD MEMBERS

WHEREAS, the Master Deed and By-Laws of the Longport Ocean Plaza Condominium Association was recorded at the Atlantic County Clerk's Office on May 5, 1975 in Book No. 2933 Page 27;

WHEREAS, Section 5 (Paragraph One) of the By-Laws in the Master Deed of the Longport Ocean Plaza Condominium Association, states that, "The Board of Trustees shall consist of Five (5) natural individuals, each of whom shall be at least Twenty-One (21) years of age and, except for the first Board of Trustees, a majority of whom shall be unit owners, the initial and first Board of Trustees shall serve until the second annual meeting of the Association";

WHEREAS, Section 17 (Paragraph One) allows for the By-Laws to be amended in the same manner as provided for an amendment of the Master Deed, to wit, by the vote of the unit owners holding eighty percent (80%) of the proportionate undivided interest in the common elements cast in person or by proxy at a meeting duly held in accordance with the provisions of the Master Deed and the By-Laws;

WHEREAS, the Association Membership, recognizes the need for increasing individuals who serve on the Board of Trustees from Five persons to Seven persons.

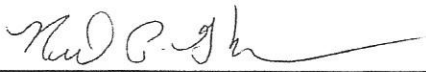
NOW, THEREFORE, BE IT RESOLVED by the members of the Longport Ocean Plaza Condominium Association that the following modifications to Section 5 (Paragraph One) of the Association's By-Laws be adopted, ratified and confirmed as follows;

Section 5 (Paragraph One)

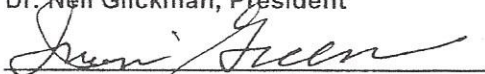
The Board of Trustees shall consist of Seven (7) natural individuals, each of whom shall be at least Twenty-One years of age. All other terms and conditions of Section 5 of the Association By-Laws shall remain in force and in effect.

This resolution is hereby adopted, accepted and fully ratified as an amendment to the By-Laws of the Longport Ocean Plaza Condominium Association this 25<sup>th</sup> day of August, 2002 in accordance with the terms of the Master Deed.

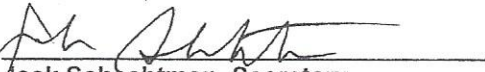
LONGPORT OCEAN PLAZA CONDOMINIUM ASSOCIATION, INC.



Dr. Neil Glickman, President

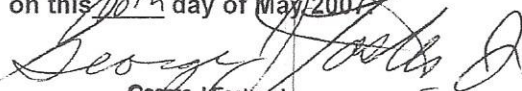


Irwin Green, Vice President



Jack Schachtman, Secretary

Subscribed, sworn to  
and acknowledged by me  
on this 20<sup>th</sup> day of May 2007



George J. Foster, Jr.  
Notary Public of NJ  
My Commission Expires on  
December 13, 2009

ATLANTIC COUNTY, NJ: EDWARD P. MCGILLIGAN, COUNTY CLERK  
VOL 12615 RECORDED 05/14/2007 02:12:42 PM  
REC FEES 40.00 MARGINAL NOTATION 10.00 RCPT# 681873  
INST# 2007047501 RECD BY: C4449





THE LONGPORT OCEAN PLAZA CONDOMINIUM ASSOCIATION  
RESOLUTION NO. 2  
AMENDMENT TO BY-LAWS  
SECTION 4-ASSOCIATION MEETINGS

WHEREAS, the Master Deed and By-Laws of the Longport Ocean Plaza Condominium Association was recorded at the Atlantic County Clerk's Office on May 5, 1975 in ~~Book No. 2933 Page 27;~~  
*Book No. 2933 Page 27*

WHEREAS, Section 4-Association Meetings (Section 4 (i) provides that; All decisions involving capital expenditures in excess of Ten Thousand (\$10,000.00) Dollars shall require the affirmative vote of the members representing at least Sixty (60%) Percent of the total outstanding votes of the Association. All other decisions shall require a majority of votes represented at any given meeting. The Trustees shall be governed in the making of capital expenditures by the decisions made by the members as provided in the Master Deed and By-laws.

WHEREAS, the Association membership, recognizes the need for amending Section 4 (i) to incorporate additional language with regard to this section of the Association By-laws;

NOW, THEREFORE, BE RESOLVED by the members of the Longport Ocean Plaza Condominium Association that the following modification to Section 4 (i) of the Association By-laws be adopted ratified and confirmed as follows:

SECTION 4 – Association Meetings (Section 4 (i)

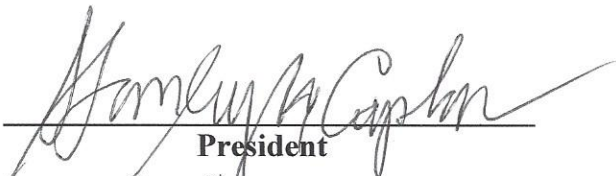
The following language shall be incorporated to this section as follows:


In the event the Board of Trustees asks for a vote from all members of the Association (120 total) on a project or change, only those Owners who respond by voting either YES or NO will be counted in regards to whether the issue passes or fails. For example, if only 30 owners respond and there are 18 YES votes and 12 NO votes, then the project or change would be approved since it satisfies the 60% of those voting criteria.

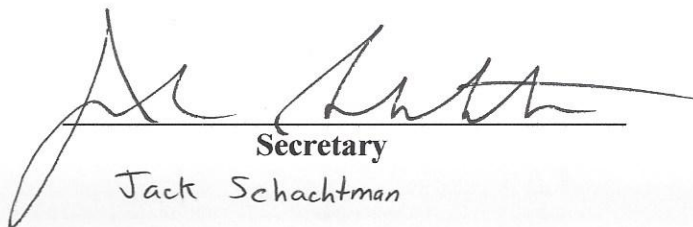
All other terms and conditions of Section 4 of the Association By-laws shall remain in force and in effect.

This resolution is hereby adopted, accepted and fully ratified as an amendment to the By-laws of the Longport Ocean Plaza Condominium Association this 22 day of January 2013 in accordance with the terms of the Master Deed.

LONGPORT OCEAN PLAZA CONDOMINIUM ASSOCIATION, INC.

  
\_\_\_\_\_  
President  
Stanley Caplan

  
\_\_\_\_\_  
Vice President Steven Frankel

  
\_\_\_\_\_  
Secretary  
Jack Schachtman

  
ATLANTIC COUNTY, NJ  
EDWARD P. McGETTIGAN, COUNTY CLERK  
RCPT # 1007092 RECD BY Jaime  
VOL 13549  
REC FEES 70.00  
MARGINAL NOTATION 10.00  
RECORDED 02/19/2013 08:50:13 AM  
INST # 2013009407



**THE LONGPORT OCEAN PLAZA CONDOMINIUM ASSOCIATION  
RESOLUTION NO. 3  
AMENDMENT TO BY-LAWS**

WHEREAS, the Master Deed and By-Laws of the Longport Ocean Plaza Condominium Association was recorded at the Atlantic County Clerk's Office on May 5, 1975 in Book No. 2933 Page 27;

WHEREAS, the Association membership, recognizes the need for amending Section 10 to incorporate additional language with regard to this section of the Association By-laws;

NOW, THEREFORE, BE RESOLVED by the members of the Longport Ocean Plaza Condominium Association that the following modification to Section 10 of the Association By-laws be adopted ratified and confirmed as follows:

**SECTION 10 – ENFORCEMENT**

The following language shall be incorporated to this section as follows:

Any Owner who is delinquent in payment of their maintenance fees and/or assessment charges after a period of thirty (30) days, shall be deemed to be NOT IN GOOD STANDING. All such Owners shall have their Names and Unit Numbers displayed on the building's Notice Boards.

In addition, an Owner NOT IN GOOD STANDING shall not be permitted to:

- a) Attend Board meetings
- b) Vote on any issues brought forth by the Board
- c) Seek election for membership on the Board
- d) Have access to Building amenities, including without limitation swimming pool and pool deck, bicycle and beach chair storage and assistance of Ocean Plaza employees.



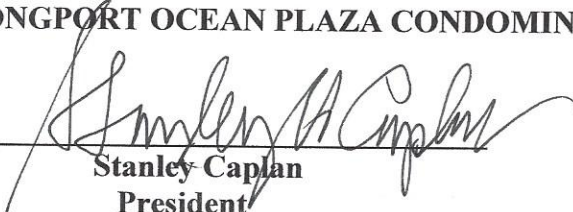
ATLANTIC COUNTY, NJ  
EDWARD P. McGETTIGAN, COUNTY CLERK  
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MARGINAL NOTATION \$10.00  
RTF \$0.00 VOL 13571  
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INST # 2013020528 ✓

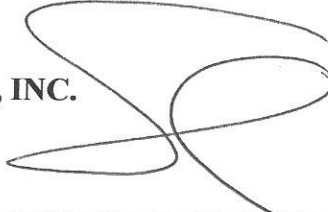
Upon payment to the Association of all past due balances, including late and interest charges, the Owner shall be deemed to be in GOOD STANDING with all rights and privileges fully restored.


All other terms and conditions of Section 10 of the Association By-laws shall remain in force and in effect.

This resolution is hereby adopted, accepted and fully ratified as an amendment to the By-laws of the Longport Ocean Plaza Condominium Association this 1<sup>ST</sup> day of APRIL 2013 in accordance with the terms of the Master Deed.

LONGPORT OCEAN PLAZA CONDOMINIUM ASSOCIATION, INC.

  
Stanley Caplan  
President

  
Stephen Frankel  
Vice President

  
Jack Schachtman  
Secretary