

Prepared by:

THE CATELLI LAW FIRM, L.L.C.
Attorneys for Bijou Villa
Condominium Association, Inc.

By: _____
RONALD T. CATELLI, ESQ.

**CERTIFICATE OF AMENDMENT OF BY-LAWS OF
BIJOU VILLA CONDOMINIUM ASSOCIATION, INC.,
PERTAINING TO INSURANCE COVERAGE**

TO: The Clerk of Monmouth County
P.O. Box 1251
Market Yard
Freehold, New Jersey 07728

Pursuant to the applicable provisions of the New Jersey Statutes, as well as the laws governing the State of New Jersey, the undersigned Community Association, Condominium and/or Corporation, is duly organized and existing pursuant to the laws governing the State of New Jersey, organized as a residential Condominium and/or Community Association, submits the following Certificate for the purpose of amending its By-Laws:

WHEREAS, the name of the Corporation, Condominium and/or Community Association is: Bijou Villa Condominium Association, Inc.

WHEREAS, the Master Deed and By-Laws of Bijou Villa Condominium Association, Inc., were duly recorded in the Office of the Monmouth County Clerk on November 3, 1982, in Deed Book 4378, Page 430, et seq.; and, as same were amended from time to time; and

WHEREAS, pursuant to the Master Deed, and By-Laws of Bijou Villa Condominium Association, Inc., the Board of Trustees is granted and/or vested with the authority to govern and/or administer the affairs of the Association; and

WHEREAS, pursuant to the By-Laws of the Association, more particularly, Article V, Section 10.M., sets forth certain insurance requirements of the Association, requiring the Board of Trustees to keep in full force and effect certain policies of insurance coverage for the benefit of the entire Association; and

WHEREAS, the Board of Trustees deems it necessary, desirable, and in the best interest of the Association to require each Unit Owner to obtain a separate Homeowner's Insurance Policy on each particular Unit, which coverage shall be primary against any losses caused by the negligence of any Unit Owner; and

WHEREAS, the New Jersey Planned Real Estate Development and Full Disclosure Act, more particularly set forth at N.J.S.A. 45:22A-46d(5)(b) provides, in pertinent part, that: "[a]n Executive Board may amend the By-Laws ...after providing notice to all association members of the proposed amendment, which notice shall include a ballot to reject the proposed amendment. Other than an amendment to render the By-Laws consistent with State, Federal, or local law, if at least ten percent (10%) of association members vote to reject the amendment within thirty (30) days of its mailing, the amendment shall be deemed defeated."; and

WHEREAS, the Board of Trustees duly convened an Open Meeting of the Association on or about October 26, 2020, and a quorum being present, the Board of Trustees unanimously adopted a Resolution proposing an amendment to the By-Laws of the Association, requiring each Unit Owner to obtain a separate Homeowner's Insurance

Policy on each particular Unit, which coverage shall be primary against any losses caused by the negligence of any Unit Owner, and pursuant to said Resolution required the Association to provide notice of said proposed By-Law amendment to the Membership, pursuant to the aforementioned statutory authority; and

WHEREAS, the Board of Trustees proposed the foregoing amendment to the Membership pursuant to N.J.S.A. 45:22A-46d(5)(b), via a certified mailing sent to all unit owners on or about November 3, 2020, notifying said unit owners of their right to reject said proposed By-Law amendment pursuant to the aforementioned statutory authority; and

WHEREAS, the appropriate thirty (30) days have elapsed from the date of said mailing, and less than ten (10%) of the Membership formally rejected the foregoing proposed By-Law amendment; and

NOW, THEREFORE, be it RESOLVED, by Bijou Villa Condominium Association, Inc., that the By-Laws of Bijou Villa Condominium Association, Inc., shall be and hereby are amended and supplemented as follows:

1. The By-Laws, Article V, Section 10.M., shall be and hereby is amended and supplemented to include the following subparagraph (9):

"Each unit owner shall be required to obtain and keep in full force and effect, an "HO6" Homeowner's Insurance Policy for his or her own benefit, with a maximum \$500.00 deductible. Moreover, the liability of the carriers issuing insurance covering the Association shall not be affected or diminished by reason of any such additional insurance carried by any unit owner. A certification of such "HO6" policy shall be furnished to the Association upon request of the Board, which certificate by its terms shall provide that the policy shall not be terminated by at least thirty (30) days prior written notice to the Association. If the Association receives notice that such policy is to be cancelled for any reason whatsoever, the Association shall have the right to obtain an

"HO6" policy on behalf of the unit owner and charge the cost of the annual premium as a remedial assessment. The remedial assessment shall be a lien against the unit and enforceable in the same manner as all other common expense assessments. In the event that a unit is occupied by a tenant, the unit owner shall require the tenant to provide an "HO4" tenant's insurance policy in lieu of the "HO6" Homeowner's Insurance Policy, in which case all of the provisions hereof regarding the "HO6" policy shall apply to the "HO4" policy. Unit owners shall not be prohibited from carrying insurance for their own benefit provided that all such policies, including the "HO6" and "HO4" policies referenced above shall contain waivers of subrogation. Further, the liability of the carriers issuing insurance obtained by the Board shall not be affected or diminished by reason of any such additional insurance carried by any unit owner."

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

IN WITNESS WHEREOF, Bijou Villa Condominium Association, Inc., has caused this instrument to be executed by its duly authorized representatives this 28th day of January, 2021.

ATTEST:

BIJOU VILLA CONDOMINIUM
ASSOCIATION, INC.

By: 

AMY DANCISIN, Secretary

BIJOU VILLA CONDOMINIUM
ASSOCIATION, INC.

By: 

RAYMOND SHAMLIAN, President

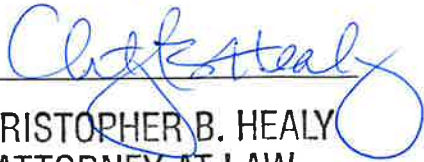
STATE OF NEW JERSEY)
) SS:
COUNTY OF MONMOUTH)

BE IT REMEMBERED, that on this 28 day of January, 2021, before me the subscriber, a Notary Public of the State of New Jersey, personally appeared AMY DANCISIN, who, by me, duly sworn on her oath deposes and makes proof to my satisfaction that she is the Secretary of Bijou Villa Condominium Association, Inc., named in the within Instrument; that RAYMOND SHAMLIAN is the President of said Community Association; that the execution, as well as the making of this Instrument has been duly authorized by the consent of the members of said Community Association and that the seal affixed to said Instrument is the proper corporate seal and was thereto affixed and said Instrument signed and delivered by the said President, as and for his voluntary act and deed of said Community Association in the presence of deponent, who thereupon subscribed his name thereto attesting witness.



AMY DANCISIN, Secretary

Sworn and Subscribed to
before me this 28th day
of January, 2021.



CHRISTOPHER B. HEALY
ATTORNEY-AT-LAW
STATE OF NEW JERSEY