

Prepared by: Caroline Record
Caroline Record, Esq.

BROOKFIELD CONDOMINIUM ASSOCIATION, INC.
(the "Association")

223795

Amendments to the By-Laws

P R E A M B L E

1. The Master Deed for Brookfield Condominium Association, Inc., a Condominium, dated April 20, 1999, as it may have thereafter been amended (collectively the "Master Deed") and the By-Laws of Brookfield Condominium Association, Inc. as thereafter amended (collectively, the "By-Laws") were recorded in the office of the Warren County Clerk on April 20, 1999, in Deed Book 1618, Page 244, et seq., and any and all amendments thereto.

2. The Board of Trustees (the "Board") of the Association has recommended amendments to the By-Laws in accordance with recommendations proposed by the By-Laws Committee of the Association.

3. Pursuant to Article XIII of the By-Laws, these Amendments to the By-Laws have been approved by the affirmative vote of at least fifty-one (51%) percent in number and interest of the votes entitled to be cast in person or by proxy at a meeting of the Association duly held in accordance with the provisions of the By-Laws.

NOW, THEREFORE, BE IT RESOLVED, this 12 day of November, 2003, as follows:

A. Article I, Section 1.03 of the By-Laws, shall be deleted in its entirety and replaced with the following:

The fiscal year of the Association has been determined by the Board of Directors to be the calendar year.

B. Article I, Section 1.04 of the By-Laws shall be deleted in its entirety and replaced with the following:

The principal office of the corporation is located at 21 Brookfield Drive, Belvidere, New Jersey 07823. The mailing address is: Brookfield Condominium Association, Inc., P.O. Box 52, Belvidere, New Jersey 07823-0052.

C. Article II, Section 2.09 of the By-Laws shall be amended as indicated by the underlined passage as follows:

2.09 Votes. Each Unit Owner shall be entitled to such vote for each Unit to which he holds title in accordance with the Unit's allocated interest in the Comm on Elements of the Condominium as is provided in Article V of the Master Deed. When more than one person holds title, the vote for each Unit shall be exercised as the Co-Owners among themselves determine. When one or more Co-Owners sign a proxy or purports to vote for his or her Co-Owners, such vote shall be counted unless one or more of the other Co-Owners is present and objects to such vote(s), or, if not present, submits a proxy or objects in a writing delivered to the Secretary of the Association before the vote is counted. If Co-Owners disagree as to the vote, the vote shall be split equally.

D. Article III, Section 3.08 of the By-Laws shall be amended as indicated by the underlined passage as followed.

3.08 Voting in Elections of Directors. Only Unit Owners who are members in good standing shall be entitled to vote. The election of Directors shall be conducted by written ballot. Candidates receiving the highest number of votes shall be elected to the Board. ~~If, at any meeting, at which an election is held, more than twice the umber of candidates to be elected are nominated, then, there shall be two (2) ballots for membership. At the end of the first ballot, the field of nominees shall be reduced so that there are twice as many candidates as there are positions to be filled, with the person receiving the fewest votes being eliminated from the ensuing ballot. A second ballot shall be held, and, on the second ballot, the persons receiving the plurality of votes will be deemed to be elected in order to fill the vacant positions. If there are not more than twice the number of nominees for the number of positions to be filled, then there shall be one ballot, with the persons receiving the highest number of votes being elected in order to fill the vacancies on the Board of Directors.—If ever applicable, candidates polling the highest number of votes will be considered elected for the longest period of years. Election of Directors at all meetings shall be in accordance with this Section 3.08.~~

E. Article IV, Section 4.04 of the By-Laws shall be amended as indicated by the underlined passage as follows:

4.04 Term of Office. Developer-appointed Directors A and B shall serve until their respective successors have been qualified and elected

at the First and Second Transition Elections, respectively. Directors A and B elected at the First and Second Transition Elections, respectively, shall serve terms expiring at the annual meeting of the membership held in the second calendar year following the year in which the Second Transition Election is held. Thereafter, Directors A and B shall serve for two-year terms.

Developer-appointed Directors C and D shall serve until their successors have been qualified and elected at the Third Transition Election held pursuant to Section 4.03 herein. If: (i) the First, Second and Third Transition Elections are held in the same calendar year or (ii) the Third Transition Election is held in a calendar year in which the terms of Unit-Owner elected Directors A and B expire, then Directors C and D elected at the Third Transition Election shall serve terms expiring at the annual meeting of the membership held in the third calendar year following the year in which the Third Transition Election is held; otherwise, Directors C and D elected at the Third Transition Election shall serve terms expiring at the annual meeting of the membership held in the second calendar year following the year in which the Third Transition Election is held. Thereafter, Directors C and D shall serve for two-year terms.

Developer-appointed Director E shall serve until his successor has been qualified and elected at the Fourth Transition Election. The first Unit-Owner elected Director E shall serve a term expiring upon the expiration of the terms of the Directors C and D then in office. Thereafter, Director E shall serve for a two-year term.

It is the purpose and intent hereof that subsequent to all Transition Elections, the election of Directors A and B shall be held in alternate years to the election of Directors C, D, and E.

Directors shall only be permitted to serve two (2) consecutive terms on the Board. A former Director may elect to be a candidate if one (1) year has elapsed since last serving on the Board. However, in the event no new candidates have elected to run for the Board, a Director who has served two (2) consecutive terms without the one (1) year having elapsed, may be nominated from the floor at the annual election.

F. Article VII, Section 7.11 of the By-Laws shall be amended as indicated by the underlined passage as follows:


7.11 Annual Audit. The Board shall submit the books, records, and memoranda of the Association to an annual audit by an independent certified public accountant, who shall audit same and render a report thereon in writing to the Board and in summary form to the Unit Owners and such Notice Mortgagees or other persons, firms or corporations as may be entitled to same. A copy of the audit shall be made available to each Unit Owner within ninety (90) days of approval by the Board. ~~While the Developer appoints a majority of the Directors of the Board, it shall have an annual audit of association funds prepared by an independent accountant, a copy of which shall be delivered to each Unit Owner within ninety (90) days of the expiration of the fiscal year of the Association.~~ The audit shall cover the operating budget and reserve accounts. The cost of such audits occurring while the Developer appoints a majority of the Directors of the Board may be included as a Common Expense of the Association.

G. Except as expressly set forth in this Amendment (and as previously properly amended), the Master Deed of Brookfield Condominium Association, Inc. will not be otherwise deemed modified.

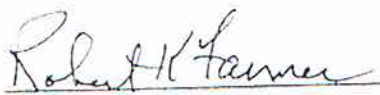
H. This Amendment to the Master Deed will be effective immediately upon its recordation in the Warren County Clerk's Office. The Attorney for the Association is authorized to record this Amendment with the Warren County Clerk's Office immediately following the adoption of same.

ATTEST:

**BROOKFIELD CONDOMINIUM
ASSOCIATION, INC.**



Charles P. Duffy, Secretary



Robert K. Farmer, President

223795


STATE OF NEW JERSEY

SS.:

COUNTY OF WARREN

I CERTIFY that on March 10, 2004, Charles P. Duffy personally came before me, and this person acknowledged under oath, to my satisfaction, that:

- (a) this person is the Secretary of Brookfield Condominium Association, Inc., the corporation named in this document;
- (b) this person is the attesting witness to the signing of this document by the proper corporate officer who is Robert K. Farmer, the President of the corporation;
- (c) this document was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Board of Trustees;
- (d) this person knows the proper seal of the corporation which was affixed to this document;
- (e) this person signed this proof to attest to the truth of these facts;
- (f) notice of this amendment was properly sent to the unit owners of the Association in accordance with the provisions of the By-Laws of the Association; and
- (g) this amendment was approved by at least sixty-seven (67%) percent or more of the total votes of the Unit Owners entitled to be cast in person or by proxy at a meeting of the Association duly held on the 12 day of November, 2003 at 1:00 P.M. at Belvidere, New Jersey, held for the purposes set forth in this document and in the notice sent to the Unit Owners.


 Charles P. Duffy, Secretary

Signed and sworn to before me on the 10 day of March, 2004


 CAROLINE RECORD
 Attorney at Law

RECORD & RETURN:
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 Hersh, Ramsey & Berman, P.C.
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RECORDED
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 WARREN COUNTY CLERK
 BELVIDERE, N.J.