

**WYCHWOOD GARDENS COOPERATIVE ASSOCIATION, INC.**  
**ACKNOWLEDGMENT OF CORPORATE RESOLUTIONS, AMENDMENTS**  
**TO BY-LAWS AND HOUSE RULES**

1. CORPORATE RESOLUTIONS DATED SEPTEMBER 6, 2000 AMENDING HOUSE RULES NO. 23 AND NO. 26;
2. CORPORATE RESOLUTION DATED OCTOBER 30, 2001 AMENDING THE WORKING CAPITAL REQUIREMENT;
3. CORPORATE RESOLUTION DATED FEBRUARY 21, 2003 PERTAINING TO REFINANCING OF THE UNDERLYING MORTGAGE ON THE PROPERTY OF WYCHWOOD GARDENS COOPERATIVE ASSOCIATION, INC.;
4. CORPORATE RESOLUTION DATED MARCH 5, 2003 PERTAINING TO REFINANCING OF THE UNDERLYING MORTGAGE ON THE PROPERTY OF WYCHWOOD GARDENS COOPERATIVE ASSOCIATION, INC.;
5. AMENDMENT TO BY-LAWS AND CORPORATE RESOLUTION DATED DECEMBER 8, 2005 PERTAINING TO THE PAYMENT OF A ONE TIME NON-REFUNDABLE WORKING CAPITAL CONTRIBUTION;
6. AMENDMENT TO THE BY-LAWS AND CORPORATE RESOLUTION DATED SEPTEMBER 15, 2008 PERTAINING TO PROPRIETARY LEASE EXPIRATION DATE;
7. CORPORATE RESOLUTION DATED JUNE 30, 2014 AMENDING HOUSE RULES TO INSTITUTE RULES REGARDING SMOKING OUTSIDE OF INDIVIDUAL APARTMENTS;
8. CORPORATE RESOLUTION DATED SEPTEMBER 25, 2013 AMENDING HOUSE RULES ESTABLISHING PROCEDURES FOR REPLACING EXTERIOR WINDOWS FOR INDIVIDUAL APARTMENTS.
9. CORPORATE RESOLUTION DATED APRIL 13, 2016 AMENDING THE PAYMENT OF NON-REFUNDABLE WORKING CAPITAL.
10. AMENDMENT TO THE BY-LAWS DATED JANUARY 2<sup>ND</sup>, 2016 TO INCREASE THE WORKING CAPITAL.

11. **AMENDMENT TO THE PROPRIETARY LEASE AND BYLAWS DATED AUGUST 3, 2016 "ODORS AND NOISES" (Tobacco products or electronic smoking devices.**
12. **AMENDMENT TO THE PROPRIETARY LEASE AND BYLAWS DATED JULY 31, 2017 to establish subletting restrictions.**
13. **AMENDMENT/RESOLUTION TO THE PROPRIETARY LEASE AND BYLAWS DATED FEBRUARY 20, 2018 to Adopt New House Rules for Parking.**
14. **AMENDMENT/RESOLUTION TO THE PROPRIETARY LEASE AND BYLAWS DATED FEBRUARY 20, 2018 to Create a Public Record of Grandfathered Stockholders with rental apartments.**

The undersigned Purchasers hereby acknowledge receipt of copies of the Corporate Resolutions and Amendments to the By-Laws and House Rules of Wychwood Gardens Cooperative Association, Inc., which are itemized above.

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Lessee

Dated: \_\_\_\_\_, 2018

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Lessee

Witness:

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CORPORATE RESOLUTION

WHEREAS, The Board of Directors of Wychwood Gardens Cooperative Association, Inc. duly called and held a meeting on August 7, 2000, at which a quorum was present and voting, the following resolution was adopted:

BE IT RESOLVED, that House Rule #23 pursuant to and in accordance with the Certificate of Incorporation and the By Laws regarding Pool Passes be amended as follows:


1. One pool application per unit. Owner to decide whether to use pool personally or to give up the right to use pool and allow tenant the right.
2. A one bedroom unit is limited up to two permanent passes, one permanent guest pass and five one-time guest passes.
3. A two bedroom unit is limited up to three permanent passes, one permanent guest and five one time guest passes.
4. A three bedroom unit is limited up to four permanent passes, one permanent guest pass and five one time guest passes.

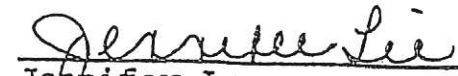
Be it further resolved that this amendment be effective for the 2001 pool season.

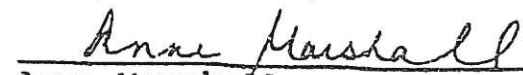
I, Joan Storch, Secretary of Wychwood Gardens Cooperative Association, Inc. a corporation of the State of New Jersey certify that the foregoing is a true copy of a Resolution as it appears in the records of the Corporation adopted at the August 7, 2000 meeting.

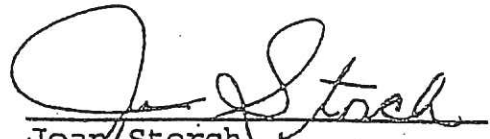
Dated: September 6, 2000

Approved by the following  
Board of Directors:

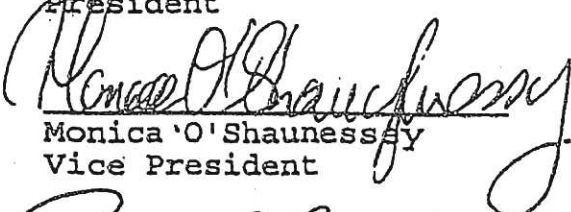
  
James Marino  
Vice President

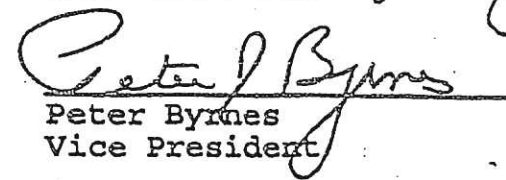
  
Jennifer Lee  
Vice President

  
Anne Marshall  
Vice President

  
Joan Storch  
Secretary/Treasurer

  
Stuart Falkin  
President

  
Monica O'Shaunessey  
Vice President

  
Peter Byrnes  
Vice President

## CORPORATE RESOLUTION

WHEREAS, The Board of Directors of Wychwood Gardens Cooperative Association, Inc. duly called and held a meeting on August 7, 2000, at which a quorum was present and voting, the following resolution was adopted:

BE IT RESOLVED, that House Rule #26 pursuant to and in accordance with the Certificate of Incorporation and the By Laws regarding Occupancy of Units be amended as follows:


1. One bedroom - two adults.
2. Two bedroom - two adults and two children for a maximum of four people (no more than three adults).
3. Three bedroom - three adults and two children for a maximum of five people (no more than four adults).

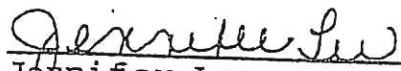
This new House Rule #26 will be effective immediately by Board resolution.

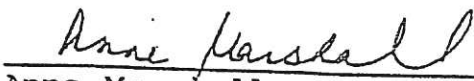
I, Joan Storch, Secretary of Wychwood Gardens Cooperative Association, Inc. a corporation of the State of New Jersey certify that the foregoing is a true copy of a Resolution as it appears in the records of the Corporation adopted at the August 7, 2000 meeting.

Dated: September 6, 2000


Approved by the following  
Board of Directors:

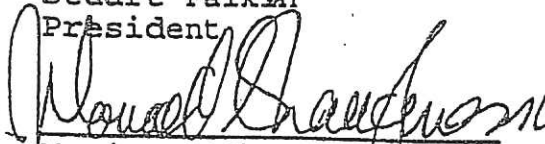
  
James Marino  
Vice President

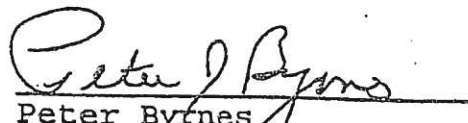
  
Jennifer Lee  
Vice President

  
Anne Marshall  
Vice President

  
Joan Storch  
Secretary/Treasurer

  
Stuart Falkin  
President

  
Monica O'Shaunessey  
Vice President

  
Peter Byrnes  
Vice President



## CORPORATE RESOLUTION


WHEREAS, The Board of Directors of Wychwood Gardens Cooperative Association, Inc. duly called and held a meeting on October 30, 2001, at which a quorum was present, voting, and the following resolution was adopted:


Be it resolved that a one time, non-refundable Working Capital contribution to Wychwood Gardens Cooperative Association paid by purchasers be increased from an amount equal to the current monthly maintenance fee for the specific cooperative unit being sold, to an amount equal to 125% of the monthly maintenance fee for the specific cooperative unit being sold. This Corporate Resolution will be effective for all Cooperative closings beginning January 1, 2002.


I, Joan Storch, Secretary of the Board of Directors of Wychwood Gardens Cooperative Association, Inc., a Corporation of the State of New Jersey CERTIFY that the foregoing is a true copy of a Resolution as it appears in the records of the Corporation and was duly and legally adopted at by the Board of Directors of the Corporation on October 30, 2001, pursuant to and in accordance with the Certificate of Incorporation and By-Laws thereof; that it has not been modified, amended or rescinded, and is in full force and effect as of the date hereof.

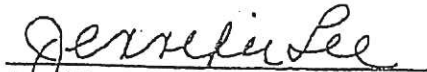
Dated: October 30, 2001


Approved by the following  
Board of Directors:


  
Joan Storch  
Secretary/Treasurer

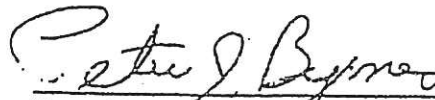
  
Richard Skinner  
Vice President

  
Stuart Falkin  
President

  
Jennifer Lee  
Vice President

  
Monica O'Shaughnessey  
Vice President

  
Anne Marshall  
Vice President

  
Peter Brynes  
Vice President

## CORPORATE RESOLUTION (20 Year Term)

WHEREAS, The Board of Directors of Wychwood Gardens Cooperative Association, Inc. duly called and held a meeting on Friday, February 21, 2003 at which a quorum was present, and voting, the following resolution was adopted that supercedes the Corporate Resolution dated February 5, 2003:

Be it resolved that the Board of Directors has requested and received an application from Prudential Multifamily Mortgage Inc. (PMMI) through FALKIN FINANCIAL CORP. for a commitment to refinance the existing first mortgage lien through the FNMA DUS Early Rate Lock Program. (Attached as Addendum 1.) The proposed loan amount of \$8,000,000. has an interest rate quoted at 6.16% for a 20 year term based on a 20 year amortization schedule. This loan would close in either December 2003 or January 2004. The actual interest rate will be set by PMMI and the Cooperative Association on the day of pricing after PMMI has received and reviewed all required closing documentation.

In order to accept this loan commitment a 6% good faith deposit is required. (\$480,000.) The deposit may be paid 3% in cash, \$240,000. and \$240,000. in the form of a Delivery Assurance Note. The cash payment is refundable 7-10 days after closing. The Delivery Assurance Note acts as a lien on the Wychwood Gardens Cooperative Association, Inc. property only if the loan does not close. The Board of Directors will authorize the Delivery Assurance Note by Corporate Resolution. This note will be cancelled at closing. Additional immediate funds required are \$17,000. for due diligence appraisal, engineering and environmental reports and \$40,000. as 0.50% commitment fee.

In order to comply with this requirement FALKIN FINANCIAL CORP. has requested and received an interim loan commitment with the Norcrown Bank (Attached as Addendum 2.) The requested loan amount is \$330,000. in order to pay certain fees to both Prudential and Norcrown Bank as outlined in the estimated sources and uses of funds. (Attached as Addendum 3.)

The current mortgage payment is \$846,792. per year. The new mortgage payment will be approximately \$696,664., for a savings of \$150,127. per year.

Based on the formula of \$150,127. savings per year divided by 134,848 sq. ft. equals 1.1133 per share, the following schedule shows a proposed 8.64% savings in maintenance fees after the new loan closes.

2003			Annual	Monthly	*Proposed 2004
Maint. Fee	Sq. Ft.		Savings	Savings	Maint. Fees
\$713.	664	=	\$739.24	\$61.80	\$651.20
\$865.	806	=	\$897.32	\$74.77	\$790.23
\$1102.	1026	=	\$1142.25	\$95.17	\$1006.83
\$1158.	1078	=	\$1200.18	\$100.01	\$1057.99

- Subject to Board approval of expenses equal to 2003;

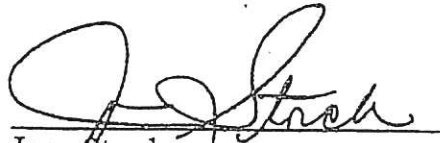
Maintenance fee savings over the next 15 years is \$2,834,430. The twenty five year term adds 10 years to the mortgage with total payments over the additional 10 years of \$6,578,290. The net additional payments would be \$3,743,860. Wychwood Gardens Cooperative Association, Inc. would have availability of funds of \$500,000. for capital investment until capital improvements as itemized on addendum 4 are approved by the Board of Directors.


Be it further agreed that the Board of Directors authorizes Stuart Falkin as President of FALKIN FINANCIAL CORP. and as President of the Board of Directors of Wychwood Gardens Cooperative, Inc. to pursue and finalize for acceptance by the Board of Directors the loan commitments with Norcrown Bank and Prudential Multifamily Mortgage Inc on behalf of the Wychwood Gardens Cooperative Association, Inc.

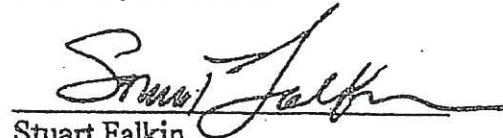
I, Joan Storch, Secretary of the Board of Directors of Wychwood Gardens Cooperative Association, Inc., a Corporation of the State of New Jersey CERTIFY that the foregoing is a true copy of a Resolution as it appears in the records of the Corporation and was duly and legally adopted at by the Board of Directors of the Corporation on February 21, 2003, pursuant to and in accordance with the Certificate of Incorporation and By-Laws thereof; that it has not been modified, amended or rescinded, and is in full force and effect as of the date hereof.

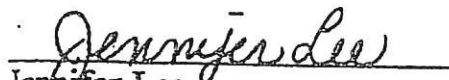
Dated: February 21, 2003

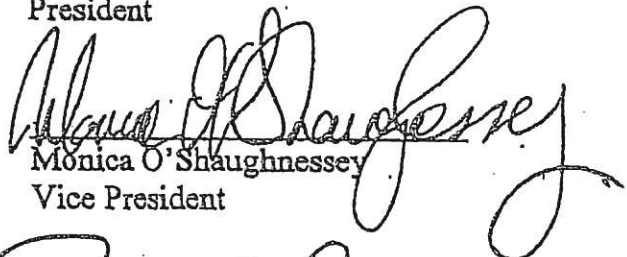
Approved by the following  
Board of Directors:

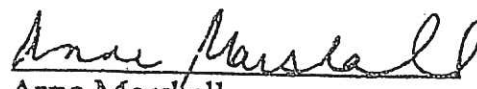
  
Joan Storch  
Secretary/Treasurer

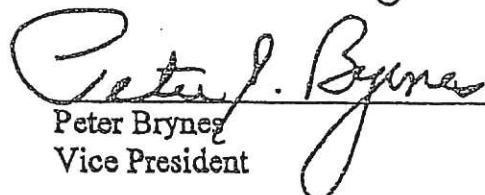
  
Richard Skinner  
Vice President

  
Stuart Falkin  
President

  
Jennifer Lee  
Vice President

  
Monica O'Shaughnessey  
Vice President

  
Anne Marshall  
Vice President

  
Peter Brynes  
Vice President

## CORPORATE RESOLUTION

WHEREAS, The Board of Directors of Wychwood Gardens Cooperative Association, Inc. duly called and held a meeting on Wednesday, March 5, 2003 at which a quorum was present, and voting. The following resolution was adopted that supercedes the Corporate Resolution dated February 21, 2003:

Be it resolved that the Board of Directors has made application to Prudential Multifamily Mortgage, Inc. (PMMI) through FALKIN FINANCIAL CORP. and has received a mortgage commitment dated February 26, 2003 to refinance the existing first mortgage lien through the FNMA DUS Early Rate Lock Program. (Exhibit 1). The commitment acceptance date is no later than March 8, 2003.

The new first mortgage will be \$8,000,000 for a 20 year term based on a 20 year amortization schedule. The actual interest rate will be locked at rate setting between March 8, 2003 and March 26, 2003. The closing date of the new mortgage will be December 10, 2003. As of March 5, 2003 the interest rate has dropped from the original quoted rate of 6.16% to approximately 5.82%.

In order to comply with the requirements of the PMMI commitment, the Board of Directors has made application to Norcrown Bank through FALKIN FINANCIAL CORP. A commitment has been received and accepted (Exhibit 2) for a 10 month interim loan in the amount of \$330,000 in order to pay certain fees and deposits for both the PMMI loan and the Norcrown loan. (Addendum 3). Upon closing of the interim loan on March 11, 2003, the funds will be deposited in a First Union Bank High Performance Money Market Account. Upon accepting the PMMI commitment, it is resolved that the 3% cash portion of (\$240,000) good faith deposit be paid to PMMI by First Union Bank by wire transfer and by executing the Delivery Assurance Note (Exhibit 3) in favor of PMMI in the amount of \$240,000 for the remaining 3% required deposit.

The \$240,000 cash portion of the good faith deposit will be returned to the Association approximately 10 days after closing (December 10, 2003). The Delivery Assurance Note will be canceled at closing.

It is agreed that the Board of Directors authorizes Stuart Falkin, as President of FALKIN FINANCIAL CORP. and President of the Board of Directors to:

1. Accept the PMMI loan commitment by March 8, 2003.
2. Close on the Norcrown Bank loan on March 11, 2003.
3. Negotiate and lock in the interest rate with PMMI prior to the rate setting expiration date.
4. Disburse the required fees and deposits pursuant to PMMI and Norcrown commitments.
5. Deliver any additional legal documents including the Delivery Assurance Note.
6. Execute all legal documents related to closing of PMMI mortgage on or about December 10, 2003



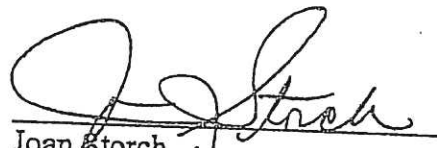
The Board of Directors authorizes Board Member Jennifer Lee as Vice President and Assistant Secretary to execute any legal documents pursuant to this Corporate Resolution.

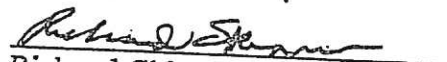
The Board of Directors authorizes Gary Falkin, Esq. to represent Wychwood Gardens Cooperative Association in legal matters regarding the PMMI and Norcrown bank loan commitment acceptance.


I, Joan Storch, Secretary of the Board of Directors of Wychwood Gardens Cooperative Association, Inc., a Corporation of the State of New Jersey CERTIFY that the foregoing is a true copy of a Resolution as it appears in the records of the Corporation and was duly and legally adopted at by the Board of Directors of the Corporation on March 5, 2003, pursuant to and in accordance with the Certificate of Incorporation and By-Laws thereof; that it has not been modified, amended or rescinded, and is in full force and effect as of the date hereof.

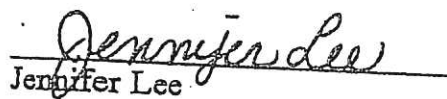
Dated: March 5, 2003

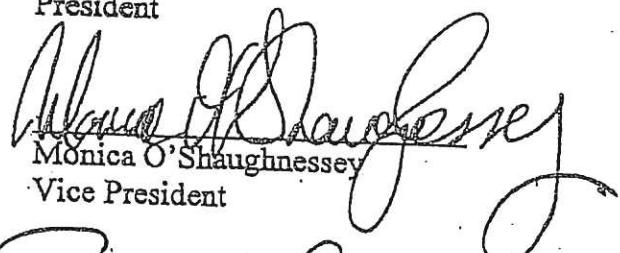
Approved by the following  
Board of Directors:

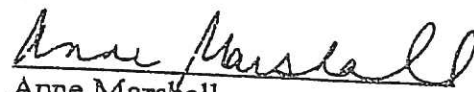
  
Joan Storch  
Secretary/Treasurer

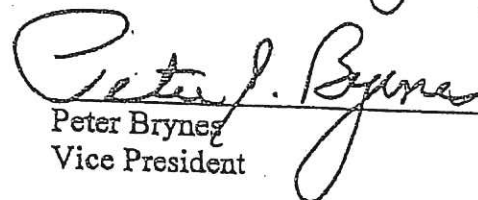
  
Richard Skinner  
Vice President

  
Stuart Falkin  
President

  
Jennifer Lee  
Vice President

  
Monica O'Shaughnessey  
Vice President

  
Anne Marshall  
Vice President

  
Peter Brynes  
Vice President

## CORPORATE RESOLUTION

WHEREAS, The Board of Directors of Wychwood Gardens Cooperative Association, Inc. duly called and held a Special Meeting on December 08, 2005, at which a quorum was present, voting and the following resolution was adopted:

Be it resolved that the By-Laws of the Wychwood Gardens Cooperative Association, Inc. shall be amended to provide for the payment of a one time non-refundable Capital contribution by all purchasers in an amount equal to 125% of the monthly maintenance fee for the specific cooperative unit being sold. The amendment to the By-Laws is annexed hereto.

I, Joan Storch, Secretary of the Board of Directors of Wychwood Gardens Cooperative Association, Inc., a Corporation of the State of New Jersey CERTIFY that the foregoing is a true copy of a Resolution as it appears in the records of the Corporation on December 08, 2005, pursuant to and in accordance with the Certificate of Incorporation and By-Laws thereof; that it has not been modified, amended or rescinded, and is in full force and effect as of the date hereof.

Dated: December 08, 2005

Approved by the following  
Board of Directors:

Scott Wands  
Scott Wands  
Vice President

Stuart Falkin  
Stuart Falkin  
President

Patricia Gardner  
Patricia Gardner  
Vice President

ABSTAIN  
Peter Byrnes  
Vice President

ABSTAIN  
Mike Gabel  
Vice President

Joan Storch  
Joan Storch  
Secretary/Treasurer

Anne Marshall  
Anne Marshall 12/6/05

AMENDMENT TO BY-LAWS OF WYCHWOOD GARDENS COOPERATIVE  
ASSOCIATION, INC.

The By-Laws of Wychwood Gardens Cooperative Association, Inc. are amended  
as follows:

Article III  
Section 12

The Board of Directors shall assess a one time, non refundable Working Capital contribution to be paid to Wychwood Garden Cooperative Association, Inc. by all purchasers in an amount equal to 125% of the monthly maintenance fee for the specific cooperative being sold. Said amount shall be paid to the Wychwood Garden Cooperative Association, Inc. at the time of transfer.

Dated: December 8, 2005

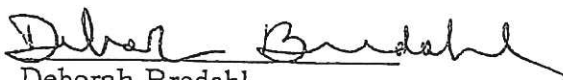
## CORPORATE RESOLUTION

WHEREAS. The Board of Directors of Wychwood Gardens Cooperative Association, Inc. ("the Corporation") duly called and held a special Meeting on September 2, 2008 at which a quorum was present, voting and the following resolution was adopted:


Be it Resolved that all Proprietary Leases issued by the Corporation bearing an initial term expiring on January 1, 2037 shall be extended until January 1, 2057. A new form of Proprietary Lease shall be adopted by the Corporation for leasing of all apartments and other space in the Complex bearing an expiration date of January 1, 2057 and indicating that all Proprietary Leases veering an initial expiration date of January 1, 2037 are extended to January 1, 2057. Article VI of the By-Laws of Wychwood Gardens Cooperative Association, Inc. shall be amended to delete a vote by the majority of the stockholders for extension or renewal of Proprietary Leases and shall provide such extension or renewal by Board approval only. An amendment to the By-Laws incorporating the foregoing is annexed hereto.

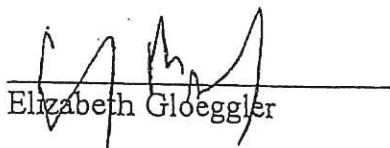
I, James Johnson, Secretary of the Board of Directors of Wychwood Gardens Cooperative Association, Inc., a Corporation of the State of New Jersey certify that the foregoing is a true copy of a Resolution as it appears in the records of the Corporation and was duly and legally adopted by the Board of Directors of the Corporation on September 15, 2008 pursuant to and accordance with the Certificate of Incorporation and By-Laws thereof, that it has not been modified, amended or rescinded and is in full force and effect as of the date hereof.

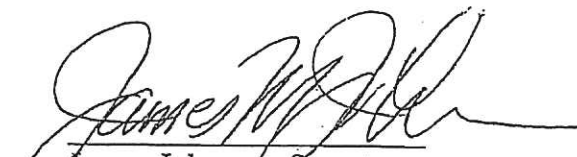
Dated September 15, 2008  
Approved by the following  
Board of Directors:

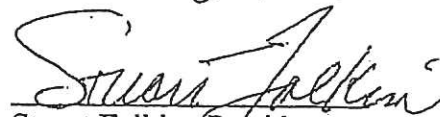
  
Deborah Bredahl

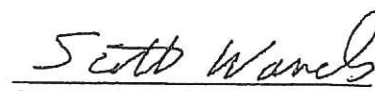
  
Mike Gabel

  
Patricia Gardner

  
Elizabeth Gloeggler

  
James Johnson - Secretary

  
Stuart Falkin - President

  
Scott Wands



**AMENDMENT TO BY-LAWS OF WYCHWOOD GARDENS COOPERATIVE  
ASSOCIATION, INC.**

The By-Laws of Wychwood Gardens Cooperative Association, Inc. are amended as follows:

Article VI  
Proprietary Leases  
Section 1  
Form

The Board shall adopt a form of Proprietary Lease to be issued by the Corporation for the leasing of all apartments and other space in the Complex, if any, to be leased to stockholders under Proprietary Leases. Such Proprietary Leases shall be for an initial term expiring on January 1, 2037 with or without provisions for renewals, and shall contain such restrictions, limitations and provisions in respect to the assignment thereof, the subletting of premises demised thereby, and the sale or transfer of the stock of the Corporation accompanying the same and such other terms, provisions, conditions and covenants, as the Board deems advisable. After a Proprietary Lease, in the form so adopted by the Board, has been executed and delivered by the Corporation, all Proprietary Leases subsequently executed and delivered shall be in the same form (except with respect to commencement of the lease term and the statement as to stock owned by the lessee), and shall not be changed in form or substance unless varied in accordance with the terms thereof. The term of all Proprietary Leases shall be uniformly extended or renewed if so determined by the Board. All proprietary Leases issued by the Corporation bearing an expiration date of January 1, 2037 are extended until January 1, 2057 (unless sooner terminated pursuant to the terms of the Proprietary Lease).

Dated: September 15, 2008

WYCHWOOD GARDENS COOPERATIVE ASSOCIATION, INC.  
POLICY RESOLUTION NO. \_\_\_\_\_  
AMENDING THE HOUSE RULES & ESTABLISHING SMOKING RULES  
This Resolution (the "Resolution") is made on this 30 day of June 2014,

by the Wychwood Gardens Cooperative Association, Inc. (the "Corporation"), by and through its Board of Trustees (the "Board"), having an address of, c/o Falkin Property Management, 70 Jackson Drive, Cranford, New Jersey 07016.

WHEREAS, the Corporation is seized of title to certain property located in Westfield, New Jersey, deed recorded March 4, 1988, in the Union County Clerk's Office in Deed Book 3543, Page 090, et seq., Instrument No. 52177 (the "Deed");

WHEREAS, the Corporation's Bylaws, Article III, Section 6, provides that "the affairs and business of the Corporation shall be managed by its Board, except with respect to the powers which are herein delegated to the officers. The Directors shall at all times act as a Board, regularly convened, and they may adopt such rules and regulations for the conduct of their meetings, the execution of their resolutions and the management of the affairs of the Corporation as they deem proper..."; and

WHEREAS, Bylaws, Article III, Section 8, provides that "[t]he Board shall from time to time adopt and change House Rules and Regulations applicable to the Complex and appurtenant facilities for the health, safety and convenience of the stockholders and any other occupants. All House Rules shall be binding upon all occupants of the Complex";

WHEREAS, the Proprietary Lease, Section 13, provides that "[b]reach of the House Rules shall be a default under this lease"; and

WHEREAS, the House Rules (25) states that "These House Rules may be added to, amended or repealed at any time by resolution of the Board of Directors of the Lessor"; and

WHEREAS, the New Jersey Smoke-Free Air Act (N.J.S.A. 26:3D-55, et seq.) provides



Received & Recorded Deed-1  
Union County, NJ Inst# 252416 Pgs-5  
7/14/2014 15:13  
Joanne Rajoppi Consider. .00  
County Clerk RT Fee .00  
Operator ALLISON



1 Page

086012-0054

that smoking is prohibited in Indoor Public Places, "...including, but not limited to: ...apartment building lobby or other public area in an otherwise private building..."; and

WHEREAS, the Board finds that it is common knowledge that second-hand smoke poses a health risk to individuals; and

WHEREAS, the Board finds it necessary to amend the House Rules and institute rules regarding smoking in and around the buildings which make up the Corporation (the "Building(s)") to benefit the health, safety and general welfare of the Corporation's Shareholders and residents of the Complex;

**NOW, THEREFORE BE IT RESOLVED THAT:**

1. No person may smoke any tobacco product or any other substance in any part of the Building(s), outside of his/her/their individual residence(s).
2. No person may smoke any tobacco product or any other substance within fifty (50') feet of any of the Building(s).
3. No person may smoke any tobacco product or any other substance in the area surrounding the swimming pool or within fifty (50') feet thereof.
4. Shareholders, their tenants and guests must comply with the provisions of the New Jersey Smoke-Free Air Act (the "Act"), as may be amended from time to time, and are responsible

~~for ensuring that their tenants and guests also comply with the Act. As the Board interprets~~

the Act, compliance includes, without limitation:

- a. Ensuring that no person smokes outside of his/her/their Unit(s), except if such smoking occurs outdoors and at least fifty (50') feet from any Building.
5. The Corporation may find any individual who fails to comply with the terms of this resolution to be in default of his or her Propriety Lease.
6. The Corporation may fine any person who fails to comply with the terms of this resolution.

7. The Corporation may institute legal action against any person who violates the terms of this resolution, including termination of a Shareholder's Proprietary Lease, and the costs of such action, including reasonable associated legal fees, shall be chargeable to the applicable Shareholder(s).
  8. The Association may report any person's failure to comply with the Act to the Westfield Health Officer or other appropriate official(s).
  9. This Resolution is retroactive and applies to all Shareholders, tenants and guests of either.
  10. The Corporation shall collect any monies due hereunder as additional rents, including any legal fees/costs incurred in obtaining compliance with this resolution.
  11. Failure of the Corporation to enforce any provision of this or any House Rule or resolution of the board shall not constitute a waiver of the right to enforce same.
  12. These rules and regulations shall supersede any conflicting provisions in any previously adopted rules and/or regulations with respect to the same subject matter.
  13. If any rule(s) or regulation(s) within this resolution are found to be unenforceable as a matter of law, then such provisions shall be stricken, and the remaining provisions shall survive.
-



# WYCHWOOD GARDENS COOPERATIVE ASSOCIATION, INC.

Resolution Type: \_\_\_\_\_ Policy \_\_\_\_\_ No.

Pertaining To: Smoking Rules

Duly adopted at a meeting of the Board of Wychwood Gardens Cooperative Association, Inc.  
held this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

Officer

Vote:

YES NO ABSTAIN ABSENT

M. J. Suter, Director

☒

Scott Wood, Director

☒

Clara B., Director

☒

Sam D., Director

☒

Steve J., Director

☒

Debra B., Director

☒

Attest:

[Signature], Secretary

Date:

6/25/14

File:

Book of Minutes -  
Book of Resolutions:

Book No.

Page No.

Policy  
Administrative  
Special  
General

\_\_\_\_\_  
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\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Resolution Effective: IMMEDIATELY, 2014

NOW THEREFORE, Stuart Falkin, the President of Wychwood Gardens Cooperative Association, Inc., based on the authority granted by the Corporation's Proprietary Lease, By-Laws and the Corporation Board vote reflected above, hereby submits this resolution for recordation in the Union County Clerk's Office.

Wychwood Gardens Cooperative Association, Inc.,

Stuart Falkin  
STUART FALKIN

President

CORPORATE ACKNOWLEDGMENT

STATE OF NEW JERSEY )  
 ) ss.  
COUNTY OF UNION )

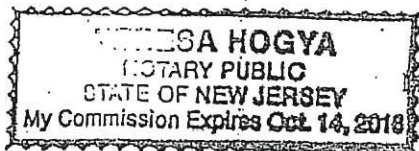
On the 30 day of June, 2014, Stuart Falkin personally appeared before me and this person acknowledged under oath, to my satisfaction, that:

(a) this person signed and delivered the foregoing document as the President of Wychwood Gardens Cooperative Association, Inc. (the "Corporation") and

(b) this document was signed and delivered by the Corporation as its voluntary act and deed by virtue of authority from its Board.

Signed and sworn to before me on  
June 30, 2014

[Signature]  
NOTARY PUBLIC OF  
NEW JERSEY



RECORD AND RETURN TO:  
MCGOVERN LEGAL SERVICES, LLC  
P.O. Box 1111  
NEW BRUNSWICK, NJ 08903-1111

END OF DOCUMENT

CHECK

MCGOVERN LEGAL SERVICES LLC  
PO BOX 1111

Inst.#  
252416

NEW BRUNSWICK

NJ 08903-1111

Paid

Recording Fee 83.00

Deed

RT Fee .00

086012-0058

**WYCHWOOD GARDENS COOPERATIVE ASSOCIATION, INC.  
RESOLUTION TO ESTABLISH WINDOW REPLACEMENT PROCEDURES**

This Resolution (the "Resolution") is made on this 25 day of September 2013, by the Wychwood Gardens Cooperative Association, Inc. (the "Corporation"), by and through its Board of Trustees (the "Board"), having an address of, c/o Falkin Property Management, 70 Jackson Drive, Cranford, New Jersey 07016.

**WHEREAS**, the Corporation is seized of title to certain property located in Westfield, New Jersey, by deed recorded on March 4, 1988, in the Union County Clerk's Office in Deed Book 3543, Page 090, et. seq., Instrument No. 52177 (the "Deed"); and

**WHEREAS**, Article III, Section 6, of the Corporation's Bylaws provides, "The affairs and business of the Corporation shall be managed by its Board, except with respect to the powers which are herein delegated to the officers. The Directors shall at all times act as a Board, regularly convened, and they may adopted such rules and regulations for the conduct of their meetings, the execution of their resolutions and the management of the affairs of the Corporation as they deem proper..."; and

**WHEREAS**, Article III, Section 8, of the Bylaws provides, "The Board shall from time to time adopt and change House Rules and Regulations applicable to the Complex and appurtenant facilities for the health, safety and convenience of the stockholders and any other occupants. All House Rules shall be binding upon all occupants of the Complex"; and

**WHEREAS**, the Proprietary Lease, Paragraph 18(a), provides that "the Lessee shall keep the interior of the apartment (including interior walls, floors and ceilings and both interior and exterior windows, window panes, window frames, sashes, sills entrance doors, frames and saddles) in good repair, shall do all of the painting and decorating required for this apartment, including the interior of windows frames, sashes and sills, frames and saddles..."; and



Received & Recorded  
Union County, NJ  
10/04/2013 15:25  
Joanne Rajoppi  
County Clerk  
Operator  
BENITEZ

Deed-1  
Inst# 245366  
Consider. .00  
RT Fee .00  
Pgs-10

1 | Page



085975-0115

WHEREAS, the Proprietary Lease, Paragraph 21(a), provides, "The Lessee shall not, without first obtaining the written consent of the Lessor, which consent shall not be unreasonably withheld or delayed, make in the apartment or Building, or on any roof or appurtenance thereto, any alteration, enclosure or addition..."; and

WHEREAS, the Proprietary Lease, Paragraph 19, provides,

If the Lessee fails for 30 days after notice to make repairs to any part of the apartment, its fixtures or equipment as herein required, or fails to remedy a condition which has become objectionable to the Lessor for reasons above set forth, or if the Lessee or any person dwelling in the apartment requests the Lessor, its agents or servants to perform any act not hereby required to be performed by the Lessor, the Lessor may make such repairs, or arrange for others to do the same, or remove such objectionable condition or equipment, or perform such act, without liability on the part of the [L]essor; provided that if the condition requires prompt action, notice of less than 30 days may be given, or, in case of emergency, no notice need be given. In all such cases the Lessor, its agents, servants and contractors shall, as between the Lessor and the Lessee, be conclusively deemed to be acting as agents of the Lessee, and all contracts therefrom made by the Lessor shall be so construed whether or not made in the name of the Lessee... The Lessor shall be entitled to recover from the Lessee all expenses incurred or for which it contracts hereunder, such expenses to be repayable by the [L]essee on demand as additional rent;

and

WHEREAS, the Board has determined that it is in the best interest of the Corporation



and all Lessees that it establish procedures for replacing exterior windows located in the apartments;

**NOW, THEREFORE, IT IS RESOLVED** that the following rules, regulations and procedures must be followed and shall also be made part of the House Rules:

1. Any window(s) located in any apartment(s) that are in need of replacement shall be replaced at the sole cost and expense of the Lessee of the apartment in which the windows are located.
2. Upon request, the Board may provide a list of approved manufacturers and/or installers of windows to a Lessee. The provision of such a list shall not be deemed as an endorsement or guarantee of the windows' or installers' satisfactory performance, and the Lessee shall remain solely responsible for ensuring that any replacement of any window(s) is performed satisfactorily.
3. Any Contractor engaged by a Lessee to replace windows shall be licensed and insured and shall be required to name the Corporation as additional insured on its policy prior to beginning any work in the Complex.
4. Prior to replacing any window(s), Lessees shall be required to submit a modification request form (see Exhibit A) to the Board of Directors or the Corporation's Property Manager.
5. Within 30 days of the submission of the modification request, the Board shall respond to the Lessee with its approval or denial. The approval of the Board shall not be unreasonably withheld. However, if no response is given within 30 days, the request shall be deemed denied.
6. All newly installed windows must have the same frame set as the existing windows and shall maintain the same exterior appearance in form and color as the existing windows.
7. Lessees shall not take any action(s) that adversely affects the structural integrity of the

EXHIBIT A

**MODIFICATION REQUEST FORM**

Wychwood Gardens Cooperative Association, Inc.  
c/o Falkin Property Management  
70 Jackson Drive  
Cranford, New Jersey 07016

Dear Property Manager:

In accordance with the Wychwood Gardens Cooperative Association, Inc.'s Bylaws, Proprietary Lease and the Resolution of the Board, I hereby apply for approval to make the following alterations to the premises as described below:

Shareholder's Name: \_\_\_\_\_ Home Phone: \_\_\_\_\_

Unit Address: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Home Address (if different than above) \_\_\_\_\_

EXPLANATION OF REQUEST

Nature of Modification: \_\_\_\_\_  
\_\_\_\_\_

Contractor: American Architectural Window & Door

Contractor's Address and Phone: 270 Sparta Ave. Suite 303, Sparta, NJ 07871 (p. 973.271.9531;  
f. 973.726.4921)

Note: Please attach all appropriate drawings indicating design and appearance. Also, list the materials to be used, including color, and any other pertinent information that may be required by the appropriate rules. Proof of the Contractor's insurance and that the Corporation is named as additional insured under the policy must also be provided with this request.

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

\*\*\*\*\*

**FOR OFFICE USE ONLY**

APPROVED BY \_\_\_\_\_

WYCHWOOD GARDENS COOPERATIVE ASSOCIATION, INC.

Resolution Type: Policy No. \_\_\_\_\_

Relating To: Rules & Regulations

Duly adopted at a meeting of the Wychwood Gardens Cooperative Association, Inc. held this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

Officer

Vote:

YES NO ABSTAIN ABSENT

_____, Director	_____	_____	_____
_____, Director	_____	_____	_____
_____, Director	_____	_____	_____
_____, Director	_____	_____	_____
_____, Director	_____	_____	_____

Attest:

\_\_\_\_\_, Secretary

\_\_\_\_\_, Date

File:

Book of Minutes -

Book of Resolutions:

Policy

Administrative

Special

General

Book No.

Page No.

\_\_\_\_\_

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\_\_\_\_\_

Resolution Effective: IMMEDIATELY

EXHIBIT A

**MODIFICATION REQUEST FORM**

Wychwood Gardens Cooperative Association, Inc.  
c/o Falkin Property Management  
70 Jackson Drive  
Cranford, New Jersey 07016

Dear Property Manager:

In accordance with the Wychwood Gardens Cooperative Association, Inc.'s Bylaws, Proprietary Lease and the Resolution of the Board, I hereby apply for approval to make the following alterations to the premises as described below:

Lessee's Name: \_\_\_\_\_ Home Phone: \_\_\_\_\_

Apt. Address: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Home Address (if different than above) \_\_\_\_\_

EXPLANATION OF REQUEST

Nature of Modification: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contractor \_\_\_\_\_

Contractor's Address and Phone \_\_\_\_\_

Note: Please attach all appropriate drawings indicating design and appearance. Also, list the materials to be used, including color, and any other pertinent information that may be required by the appropriate rules. Proof of the Contractor's insurance and that the Corporation is named as additional insured under the policy must also be provided with this request.

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

\*\*\*\*\*

**FOR OFFICE USE ONLY**

APPROVED BY \_\_\_\_\_

**WYCHWOOD GARDENS COOPERATIVE ASSOCIATION, INC.**

Resolution Type: Policy No.       

Relating To: Rules & Regulations

Duly adopted at a meeting of the Wychwood Gardens Cooperative Association, Inc. held this  
       day of       , 2013.

<u>Officer</u>	<u>Vote:</u>			
	<u>YES</u>	<u>NO</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
<u>                    </u> , Director	<u>   </u>	<u>   </u>	<u>   </u>	<u>   </u>
<u>                    </u> , Director	<u>   </u>	<u>   </u>	<u>   </u>	<u>   </u>
<u>                    </u> , Director	<u>   </u>	<u>   </u>	<u>   </u>	<u>   </u>
<u>                    </u> , Director	<u>   </u>	<u>   </u>	<u>   </u>	<u>   </u>
<u>                    </u> , Director	<u>   </u>	<u>   </u>	<u>   </u>	<u>   </u>

Attest:

                                    , Secretary

                                     Date

File:

Book of Minutes -

Book of Resolutions:

Policy

Administrative

Special

General

Book No.

Page No.

Resolution Effective: IMMEDIATELY



NOW THEREFORE, Stuart Falkin, the President of Wychwood Gardens Cooperative Association, Inc., based on the authority granted by the Corporation's Proprietary Lease, By-Laws and the vote reflected above, submits this Resolution for recordation in the Office of the Clerk of Union County.

Wychwood Gardens Cooperative Association, Inc.,

Stuart Falkin

, President

### CORPORATE ACKNOWLEDGMENT

STATE OF NEW JERSEY     )  
  ) ss.  
COUNTY OF UNION        )

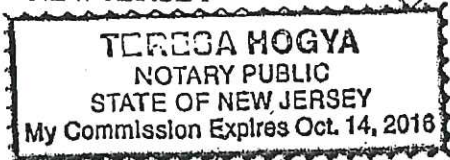
On the 25 day of September, 2013, Stuart Falkin personally appeared before me and this person acknowledged under oath, to my satisfaction, that:

- (a) this person signed and delivered the foregoing document as the President of Wychwood Gardens Cooperative Association, Inc. (the "Corporation") and
- (b) this document was signed and delivered by the Corporation as its voluntary act and deed by virtue of authority from its Board of Directors.

Signed and sworn to before me on

September 25, 2013

Teresa HOGYA  
NOTARY PUBLIC OF  
NEW JERSEY



END OF DOCUMENT

**RECORD & RETURN TO:**  
McGOVERN LEGAL SERVICES, LLC  
P.O. BOX 1111  
NEW BRUNSWICK, NJ 08903-1111

MCGOVERN LEGAL SERVICES LLC  
PO BOX 1111

NEW BRUNSWICK

Deed

CHECK

NJ 08903-1111  
Recording Fee 133.00  
RT Fee .00

Inst.#  
245366

Paid  
133.00  
.00

085975-0124

## CORPORATE RESOLUTION

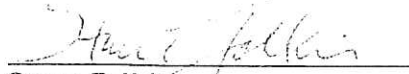
**WHEREAS**, The Board of Directors of Wychwood Gardens Cooperative Association, Inc. duly called and held a Special Meeting on April 13, 2016, at which a quorum was present, voting and the following resolution was adopted:


Be it resolved that the By-Laws of the Wychwood Gardens Cooperative Association, Inc. shall be amended to provide for the payment of a one time non-refundable Capital contribution by all purchasers in an amount equal to 2 times the monthly maintenance fee for the specific cooperative unit being sold. The amendment to the By-Laws is annexed hereto.

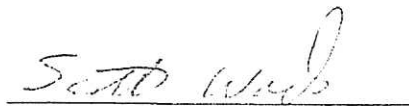
I, Debbie Giammarino, Secretary of the Board of Directors of Wychwood Gardens Cooperative Association, Inc., a Corporation of the State of New Jersey CERTIFY that the foregoing is a true copy of a Resolution as it appears in the records of the Corporation on April 13, 2016, pursuant to and in accordance with the Certificate of Incorporation and By-Laws thereof; that it has not been modified, amended or rescinded, and is in full force and effect as of the date hereof.


Dated: April 13, 2016


Approved by the following  
Board of Directors:

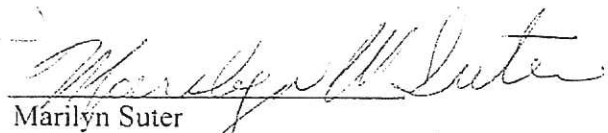
  
Stuart Falkin  
President

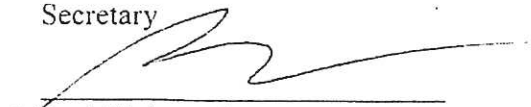
  
Albert Tucher  
Vice President

  
Scott Wands  
Treasurer

  
Deborah Bredahl  
Trustee

  
Debbie Giammarino  
Secretary

  
Marilyn Suter  
Trustee

  
Paul Weintraub  
Trustee

---

**BY-LAWS AMENDMENT  
RELATED TO CAPITAL CONTRIBUTION FEES OF  
WYCHWOOD GARDENS COOPERATIVE ASSOCIATION, INC.**

This Amendment to the By-Laws of Wychwood Gardens Cooperative Association, Inc. (the "Association"), is made this 7<sup>th</sup> day of December, 2016 by the Association, a Business Corporation of New Jersey, through its Board of Directors (the "Board"), having an address of c/o Falkin Financial Corp., PO Box 545, Cranford, NJ 07016; and

**WHEREAS**, the Corporation is seized of title to certain property located in Westfield, New Jersey, deed recorded **March 4, 1988, in the Union County Clerk's Office in Deed Book 3543, Page 090, et seq., Instrument No. 52177 (the "Deed")**; and

**WHEREAS**, the Association's By-Laws, Article X, Section 1, provides that "these By-Laws may be amended, enlarged or diminished only by the affirmative vote of the holders of two-thirds of the shares of the Corporation represented at any meeting of shareholders, or by the affirmative vote of a majority of the Directors..."; and

**WHEREAS**, at the April 13, 2016 meeting of the Board, a majority of the Board voted to increase the capital contribution required upon the purchase of shares and entry into a proprietary lease to an amount equal to two times the then current monthly rent/maintenance charges for the relevant shares at the time of purchase/transfer; and

**NOW, THEREFORE**, the Association's By-Laws are hereby amended as follows:

1. **Article VII, Section 8, is added to the Association's By-Laws as follows:**

Upon the purchase or transfer of shares in the Wychwood Gardens Cooperative Association, Inc., there shall be due a one-time, non-refundable, Capital Contribution from the purchaser/transferee of such shares. The Capital Contribution shall be in an amount equal to two times the then current monthly rent/maintenance charges for those shares. The amount of the Capital Contribution may be adjusted from time to time at the discretion of the Board of Directors.

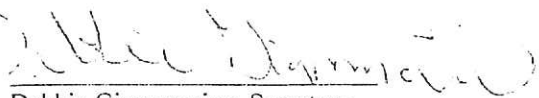
2. All other terms and conditions of the By-Laws shall remain in full force and effect.
3. Any provision of any prior By-Laws that conflicts with the provisions herein shall be null and void.

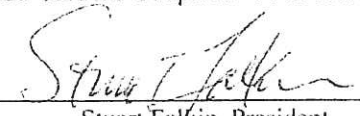
4. This Amendment shall take effect immediately and may be recorded in the Office of the Union County Clerk, if the Board of Directors so chooses.

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

ATTEST:

Wychwood Gardens Cooperative Association, Inc.

  
Debbie Giammarino, Secretary

By:   
Stuart Falkin, President





**AMENDMENT TO THE PROPRIETARY LEASE AND BY-LAWS  
FOR  
WYCHWOOD GARDENS COOPERATIVE ASSOCIATION, INC.**

This Amendment to the Proprietary Lease and By-Laws for Wychwood Gardens Cooperative Association, Inc. (the "Association"), is made this 3<sup>rd</sup> day of August, 2016 by the Association, a Business Corporation of New Jersey, having an address of c/o Falkin Financial Corp., P.O. Box 545, Cranford, NJ 07016; and

**WHEREAS**, the Corporation is seized of title to certain property located in Westfield, New Jersey, deed recorded **March 4, 1988, in the Union County Clerk's Office in Deed Book 3543, Page 090, et seq., Instrument No. 52177 (the "Deed")**; and

**WHEREAS**, the Association's Proprietary Lease, Paragraph 6, provides, "Each proprietary lease shall be in the form of this lease, unless a variation of any lease is authorized by lessees owning at least 75% of the Lessor's shares then issued and outstanding and executed by the Lessor and the Lessee affected. The form and provisions of all the proprietary leases then in effect and thereafter to be executed may be changed by the approval of lessees owning at least 75% of the Lessor's shares then issued and outstanding, and such changes shall be binding on all lessees even if they did not vote for such changes...;" and

**WHEREAS**, the Association's By-Laws, Article X, Section 1, provides that "these By-Laws may be amended, enlarged or diminished only by the affirmative vote of the holders of two-thirds of the shares of the Corporation represented at any meeting of shareholders, or by the affirmative vote of a majority of the Directors..."; and

**WHEREAS**, the Board finds that it is common knowledge that second-hand smoke poses a health risk to individuals; and

**WHEREAS**, the Board finds it necessary to ban smoking from the entire Association to benefit the health, safety and general welfare of the Association's shareholders and residents of the community;

**WHEREAS**, a shareholder meeting was held by the Association on August 3, 2016; and



Received & Recorded  
Union County, NJ  
9/16/2016 12:56  
Joanne Rajoppi  
County Clerk  
Operator  
POTES

Deed-1  
Inst# 277867  
Consider. .00  
RT Fee .00

Pgs-4

1 | Page



DB6144-0280

**WHEREAS**, at the August 3, 2016 shareholder meeting, a quorum being present, at least 75% of votes entitled to be cast by the Association's shareholders, either in person, or by proxy, voted in favor of amending, modifying and supplementing the Proprietary Lease as set forth herein, and at least two-thirds (2/3) of votes entitled to be cast by the Association's shareholders, either in person, or by proxy, voted in favor of amending, modifying and supplementing the By-Laws as set forth herein;

**NOW, THEREFORE** the Association hereby modifies the Association's Proprietary Lease and By-Laws as follows:

1. The following paragraphs are hereby added to **Proprietary Lease, Paragraph 18(b), "Odors and Noises"**, and the same paragraphs are hereby added to the **By-Laws, as Article VIII, Section 4:**

**No person may smoke any tobacco product or any other substance or use electronic smoking devices, in or on any part of the Association's property, including in Apartments and Common Areas. Should a shareholder, his or her tenant, resident or guest violate this provision, the shareholder may be fined the maximum amount allowed under the Hotel and Multiple Dwelling Law for each occurrence of the violation. In the event a civil action is instituted by the Association to recover sums due for fines, damages or injunctive relief, or all of these, the shareholder shall be responsible for court costs, attorneys' fees, interest and disbursements and/or any related costs of collection or enforcement.**

**While the board is entitled to enforce this policy, it is not required to do so. Shareholders shall have the authority – on their own behalf and not in a derivative nature – to seek injunctive relief under this policy against other shareholders, tenants, guests and/or residents, who violate this policy. The Association shall not be responsible for any costs, fees or charges related to such shareholder actions; nor shall the Association be responsible for the eventual outcome of such action.**

2. Any provision of the Proprietary Lease or By-Laws that conflicts with the provisions herein are null and void.
3. All other terms and conditions of the Proprietary Lease and By-Laws shall remain in full force and effect.
4. This Amendment shall take effect immediately and may be recorded in the Office of the Union County Clerk, if the Board of Directors so chooses.

IN WITNESS WHEREOF, the undersigned have executed this Amendment to the Proprietary Lease and By-Laws for Wychwood Gardens Cooperative Association, Inc., the day and year listed above.

WITNESS:

Wychwood Gardens Cooperative Association, Inc.

Debbie Siammarino  
DEBBIE SIAMMARINO

By: Stuart Falkin  
STUART FALKIN, President

DB6144-0282



NOW THEREFORE, STUART FALKIN, the President of Wychwood Gardens Cooperative Association, Inc., based on the authority granted by the Association's Proprietary Lease, By-Laws and the shareholder vote reflected above, hereby submits this amendment for recordation in the Office of the Union County Clerk.

Wychwood Gardens Cooperative Association, Inc.  
Stuart Falkin  
STUART FALKIN, President

**ACKNOWLEDGMENT**

STATE OF NEW JERSEY     )  
  ) ss.  
COUNTY OF UNION         )

On the 4 day of August, 2016, Stuart Falkin personally appeared before me and this person acknowledged under oath, to my satisfaction, that:

(a) this person signed and delivered the foregoing document as the President of Wychwood Gardens Cooperative Association, Inc. (the "Association"), named in this document; and

(b) this document was signed and delivered by the Association as its voluntary act and deed by virtue of authority from its shareholders and its Board of Directors.

Sworn and subscribed to before  
me this 4 day of  
August, 2016.

Karen P Quirk  
NOTARY PUBLIC OF NEW JERSEY

**RECORD AND RETURN TO:**  
**McGOVERN LEGAL SERVICES, LLC**  
**P.O. Box 1111**  
**New Brunswick, NJ 08903-1111**

END OF DOCUMENT



CHECK 11  
MC GOVERN LEGAL SERVICES LLC  
P O BOX 1111  
NEW BRUNSWICK  
Deed  
NJ 08903-1111  
Recording Fee  
RT Fee  
Inst.#  
277867  
Paid  
73.00  
.00

DB6144-0283



**Joanne Rajoppi, Union County Clerk**  
Union County, New Jersey  
Recording Data Cover Page  
Pursuant to N.J.S.A. 46:26A-5



Received & Recorded Deed-1  
Union County, NJ Inst# 290251 Pg-5  
8/22/2017 8:18  
Joanne Rajoppi  
County Clerk Consider. .00  
Operator RT Fee .00  
DIAS



**Official Use Only**

<b>Date of Document</b> 07/31/2017	<b>Type of Document</b> Deed
<b>First Party Name</b> Wychwood Gardens Cooperative Association, Inc.	<b>Second Party Name</b>
<b>Additional First Parties</b>	<b>Additional Second Parties</b>

**THE FOLLOWING SECTION IS REQUIRED FOR DEEDS ONLY**

<b>Block</b>	<b>Lot</b>
<b>Municipality</b>	<b>Consideration</b>
<b>Mailing Address of Grantee</b>	

**THE FOLLOWING SECTION IS FOR ORIGINAL MORTGAGE BOOKING & PAGING INFORMATION FOR ASSIGNMENTS, RELEASES, DISCHARGES & OTHER ORIGINAL MORTGAGE AGREEMENTS ONLY**

<b>Original Book</b> 3543	<b>Original Page</b> 090
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**UNION COUNTY, NEW JERSEY RECORDING DATA PAGE**

This cover page is for use in Union County, New Jersey only.  
Please do not detach this page from the original document as it  
contains important recording information and is part of the permanent record.  
Forms available at [www.clerk.ucnj.org](http://www.clerk.ucnj.org).

DB6209-0634



**AMENDMENT TO THE PROPRIETARY LEASE AND BY-LAWS  
FOR  
WYCHWOOD GARDENS COOPERATIVE ASSOCIATION, INC.**

This Amendment to the Proprietary Lease and By-Laws for Wychwood Gardens Cooperative Association, Inc. (the "Association"), is made this 31<sup>ST</sup> day of JULY, 2017, by the Association, a Business Corporation of New Jersey, having an address of c/o Falkin Financial Corp., P.O. Box 545, Cranford, NJ 07016; and

**WHEREAS**, the Corporation is seized of title to certain property located in Westfield, New Jersey, deed recorded ~~March 4, 1988, in the Union County Clerk's Office in Deed Book 3543, Page 090, et seq.,~~ Instrument No. 52177 (the "Deed"); and

**WHEREAS**, By-Laws, Article II, Section 6 provides that "at each meeting of stockholders, except where otherwise provided by law or by the Certificate of Incorporation, shareholders representing in person or by proxy, a majority of the shares then issued and outstanding shall constitute a quorum"; and

**WHEREAS**, the Association's Amended Proprietary Lease, Paragraph 6, provides, "Each proprietary lease shall be in the form of this lease, unless an amendment is authorized by lessees holding at least 75% of the shares represented, in person or via proxy, at a shareholder meeting called for such purposes. The form and provisions of all the proprietary leases then in effect and thereafter to be executed may be changed by the approval of lessees holding at least 75% of the shares represented, in person or via proxy, at a shareholder meeting called for such purposes, and such changes shall be binding on all lessees ~~even if they did not vote for such changes...~~" and

**WHEREAS**, the Board finds that it is in the Association's best interest to amend the Proprietary Lease to establish subletting restrictions to preserve the availability of financing options for the purchase and refinance of shares in the Association and for the overall health, safety and welfare of the Association and its shareholders; and

**WHEREAS**, at the JULY 31, 2017 shareholder meeting, a quorum being present, lessees owning at least 75% of the shares represented voted in person, or by proxy, in favor of amending, modifying and supplementing the Proprietary Lease as set forth herein; and

**086209-0635**

NOW, THEREFORE the Association hereby modifies the Association's Proprietary Lease as follows:

*The terms "apartments" and "coop residences" shall have the same meaning and may be used interchangeably in this amendment.*

1. The following is hereby added to Paragraph 1(b) of the Proprietary Lease:

The Lessee shall only be permitted to own shares of the Lessor, which have been issued in connection with a proprietary lease for three (3) apartments (coop residences). A lessee shall be deemed to own shares of the Lessor if he/she/it:

- i. Is the owner of shares of the Lessor in his/her/its own name; or
- ii. Is a member, partner, shareholder, owner or interest-holder in any entity that owns shares of the Lessor; or
- iii. Is a trustee of a trust or other entity that owns shares of the Lessor; or
- iv. Is the spouse of a person who owns shares of the Lessor.

Any Lessee owning shares appurtenant to more than three (3) Proprietary Leases at the time this Amendment is adopted shall be "grandfathered-in" as to the ownership of his/her/its additional shares and leases. Such grandfathering shall only apply to the specific shares and appurtenant leases held at the time this amendment is adopted. In the event the Lessee sells or transfers such shares, or such shares or leases are otherwise terminated, the Lessee shall be limited to three (3) proprietary leases.

2. Paragraph 15 of the Proprietary Lease is hereby deleted in its entirety and replaced with the following:

Except as provided in Paragraphs 17(b) and 38 of this lease, and until Lessee has personally occupied the apartment for at least two years after the date s/he became a shareholder and lessee, the Lessee shall not sublet the whole or any part of the apartment or renew or extend any previously authorized sublease, unless consent thereto is duly authorized by a resolution of the Board or given in writing by a majority of the Board. Notwithstanding Lessee's obligation and ability to obtain Board consent to sublease, Lessee shall be ineligible to sublease the apartment, regardless of any consent given, during any period when sixty-two (62) of the apartments (coop residences) within Wychwood Gardens Cooperative Association are already subleased. Any consent of the Board or two-thirds of the lessees obtained by Lessee, when said number of apartments are already subleased, shall be deemed conditional consent, which shall only become effective and actionable if the number of apartments subleased drops below the maximum listed above. Consent by Lessor as provided for herein shall be evidenced by written consent or affirmative vote taken at a meeting called for such purpose. No consent to a subletting shall operate to release the Lessee from any obligation hereunder.

- a) Lessees whose apartments are subleased at the time this amendment to the Proprietary Lease was adopted shall be "grandfathered-in" as permitted sublessors, unless the Board shall deny such lessee's subsequent request to sublet or renew or extend any previously authorized sublease. Such grandfathering shall only apply to the existing lessee at the time this amendment was adopted and shall terminate upon the termination or transfer of that lessee's shares.
- b) Any person that becomes the Lessee of a sublet apartment by virtue of inheritance shall

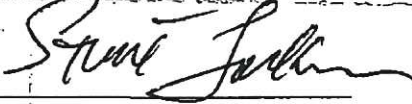


be permitted to continue subletting the apartment, but only to the tenant residing in the apartment at the time such Lessee took ownership of his/her interest in the inherited shares appurtenant to this Proprietary Lease. Similarly, the estate of the deceased Lessee shall be permitted to continue subletting the apartment, but only to the tenant residing in the apartment at the time of Lessee's death.

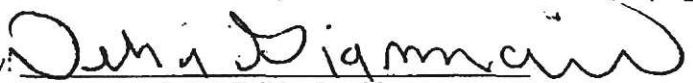
- c) Any secured party that becomes the Lessee of a sublet apartment by virtue of an exercise of its right to seize or foreclose on collateral of the immediately preceding lessee shall be permitted to continue subletting the apartment, but only to the tenant residing in the apartment at the time the secured party took ownership of the shares appurtenant to this Proprietary Lease.
3. Any violation of any provision of this Amendment to the Proprietary Lease shall be subject to a fine of \$5,000, or the maximum permitted by law, whichever is greater, against the offending Lessee, which shall be levied and collected as additional rent, in addition to any other enforcement rights the Association may have.
4. Any violation of any provision of this Amendment to the Proprietary Lease shall be cause for termination of the lease and termination of the shares held appurtenant to the lease.
5. All costs and fees, including attorneys' fees, incurred by the Association in enforcing this Amendment, or any other term of the Proprietary Lease, shall be levied against the offending Lessee and shall be due as additional rent.
6. Any provision(s) of the Proprietary Lease that conflict(s) with the provisions herein are null and void.
7. All other terms and conditions of the Proprietary Lease shall remain in full force and effect.
8. This Amendment shall take effect immediately and will be recorded in the Office of the Union County Clerk.

IN WITNESS WHEREOF, the undersigned have executed this Amendment to the Proprietary Lease for Wychwood Gardens Cooperative Association, Inc., the day and year listed above.

WITNESS:

  
STUART FALKIN,  
TRUSTEE

Wychwood Gardens Cooperative Association, Inc.

By:   
-Stuart Falkin, President  
Debra Giammarino

NOW THEREFORE, Stuart Falkin, the President of Wychwood Gardens Cooperative Association, Inc., based on the authority granted by the Association's Proprietary Lease, By-Laws and the shareholder vote reflected above, hereby submits this amendment for recordation in the Office of the Union County Clerk.

Wychwood Gardens Cooperative Association, Inc.

By:

Debra Giammarino  
Stuart Falkin, President  
Debra Giammarino

**CORPORATE ACKNOWLEDGMENT**

STATE OF NEW JERSEY )  
 ) ss.  
COUNTY OF UNION )

On the 31<sup>st</sup> day of July, 2017, Debra Giammarino personally appeared before me and this person acknowledged under oath, to my satisfaction, that:

(a) this person signed and delivered the foregoing document as the President of Wychwood Gardens Cooperative Association, Inc. (the "Association"), named in this document; and

(b) this document was signed and delivered by the Association as its voluntary act and deed by virtue of authority from its shareholders and its Board of Directors.

Sworn and subscribed to before  
me this 31<sup>st</sup> day of  
July, 2017.

**END OF DOCUMENT**

Scott K. Penick  
NOTARY PUBLIC of NEW JERSEY

ATTORNEY AT LAW

SCOTT K. PENICK, ESQ.

**RECORD AND RETURN TO:**  
**McGOVERN LEGAL SERVICES, LLC**  
P.O. Box 1111  
New Brunswick, NJ 08903-1111

McGOVERN LEGAL SERVICES LLC  
PO BOX 1111

Inst.#  
290251

NEW BRUNSWICK

NJ 08903-1111

Paid

Deed

Recording Fee 83.00

RT Fee .00

check.

**WYCHWOOD GARDENS COOPERATIVE ASSOCIATION, INC.**  
**POLICY RESOLUTION NO. \_\_\_\_\_**  
**TO ADOPT NEW HOUSE RULES FOR PARKING**

This Resolution (the "Resolution") is made on this 20 day of February 2018, by the Wychwood Gardens Cooperative Association, Inc. (the "Corporation"), by and through its Board of Directors (the "Board").

**WHEREAS**, the Corporation is seized of title to certain property located in Westfield, New Jersey, (the "Property") by deed recorded on March 4, 1988, in the Union County Clerk's Office in Deed Book 3543, Page 090, et. seq., Instrument No. 52177 (the "Deed"); and

**WHEREAS**, the Corporation's Bylaws, Article III, Section 6, provides that "the affairs and business of the Corporation shall be managed by its Board, except with respect to the powers which are herein delegated to the officers. The Directors shall at all times act as a Board, regularly convened, and they may adopt such rules and regulations for the conduct of their meetings, the execution of their resolutions and the management of the affairs of the Corporation as they deem proper..."; and

**WHEREAS**, Bylaws, Article III, Section 8, provides that "[t]he Board shall from time to time adopt and change House Rules and Regulations applicable to the Complex and appurtenant facilities for the health, safety and convenience of the stockholders and any other occupants. All House Rules shall be binding upon all occupants of the Complex"; and

**WHEREAS**, the Proprietary Lease, Section 13, provides that "[b]reach of the House Rules shall be a default under this lease"; and

**WHEREAS**, the House Rule (25) states that "These House Rules may be added to, amended or repealed at any time by resolution of the Board of Directors of the Lessor"; and

**WHEREAS**, the Board finds it necessary to amend the House Rules and institute parking rules to benefit the health, safety and general welfare of the Corporation's Shareholders and residents of the Complex;

**NOW, THEREFORE, IT IS RESOLVED:**

**I. DEFINITIONS**

A. "Owner" shall be defined as the record shareholder, whether one or more persons or



entities, but excluding those having such interest merely as security for the performance of an obligation.

- B. **"Tenant"** shall be defined as any person or entity who resides at the Property and who is obligated to make payment to and/or makes payment to an Owner because of such residence whether such obligation is evidenced by a lease or not.
- C. **"Resident"** shall be defined as any person or entity that parks a motor vehicle anywhere within the Property for more than twenty-one (21) consecutive calendar days. Once an individual or entity becomes a Resident as defined herein, that person remains a Resident for the purposes of this Resolution, for six months from the date that the person or entity fell within the definition of "Resident."
- D. **"Parking Space"** shall be defined herein as that area which has been paved with asphalt, concrete or like substance and which is a portion of the Property, which has been marked by the Corporation such that if a motor vehicle were to be parked in that portion of the Common Element, the motor vehicle would be bounded on both sides by parallel white or yellow lines or would be bounded on one side by a white or yellow line and on the other side by parallel curbing or any other area clearly designated area for vehicle parking but excluding any area designated as a "fire zone."
- E. **"Commercial Vehicle"** shall be defined as any vehicle which meets any of the criteria set forth herein. A vehicle's actual use is not a basis for exempting it from the prohibitions stated herein. The Board's determination that a vehicle is an Oversized Commercial Vehicle for the purposes of this Rule shall be final. The Board may consider the following criteria in making their determination, but the Board's inquiry shall not be limited to this criterion. Such criteria are for guidance only. If the vehicle:
  - a. Is longer than twenty-two (22') feet; or
  - b. Has more than two (2) axles; or
  - c. Bears a commercial license plate; or
  - d. Bears advertising signs, the name of a commercial enterprise, any commercial slogan, or any other identification related to a commercial enterprise; or
  - e. Is primarily designed or used for the transportation of machinery and/or equipment, including but not limited to trailers, tractors, buses and all types of construction vehicles; or
  - f. Has attachments, fixtures, extensions, alterations or additions of any type for non-passenger equipment, including but not limited to ladders, pipes, conduits and snow plows; or
  - g. Bears, in the opinion of the Board, a load which may reasonably be construed as being for business rather than a personal passenger-oriented purpose; or
  - h. Bears the designation of or functions full-time or temporarily as a limousine, taxi, tractor, bus; or
  - i. Bears an "omnibus" license plate from any jurisdiction;
  - j. Stickers designating a vehicle owner as "Handicapped" pursuant to the laws of State of New Jersey shall not render a vehicle an "Oversized Commercial Vehicle".
- F. **"Passenger Vehicle"** shall be defined as any Motor Vehicle, which does not fall within the definition of Commercial Vehicle and is not larger than a panel truck.
- G. **"Motor Vehicle"** shall be defined as any motor-operated vehicle utilized, designated

and/or registered under the motor vehicle laws of the State of New Jersey or any other jurisdiction, including, but not limited to, cars, trucks, motorcycles, mopeds, motorized bicycles, scooters or other vehicle governed by the Laws of the State of New Jersey.

- H. **“Unregistered Vehicle”** shall be defined as a vehicle that is not registered and/or does not have a valid inspection sticker and/or does not have a valid license plate. A vehicle which has failed inspection and has a temporary inspection sticker shall be considered to have a valid inspection sticker, provided that the temporary sticker has not expired. A vehicle which bears a temporary license plate shall be considered to have a valid license plate, provided the temporary license plate has not expired. Any vehicle which has false license plates, no license plates or license plates from another vehicle shall be deemed to be unregistered.
- I. **“Abandoned Vehicle”** shall be defined as a vehicle that is not operated for a period of fourteen (14) consecutive days, unless otherwise permitted by the Board of Directors. In the event an Owner intends to leave a vehicle on the property for a period in excess of fourteen (14) consecutive days because of travel or vacation plans, such vehicle shall not be deemed to be an abandoned vehicle provided that the Owner has notified the Board of Directors or its designee in advance of the length of time the vehicle will be left unattended and the Board of Directors or its designee has agreed to a waiver of the application of this rule in writing. Such waiver shall not be denied unreasonably.
- J. **“Recreational Vehicle”** shall be defined as a mobile home, a boat, a boat trailer, campers, any vehicle designed or intended to be utilized primarily for off-road travel, or any vehicle designed or intended to be used temporarily or permanently as a residence.
- K. **“Inoperable Vehicle”** shall be defined as a vehicle which is physically unable to travel under its own power. Any vehicle covered by a tarpaulin shall be rebuttably presumed to be inoperable, with the burden on the Owner to demonstrate that it is operable.
- L. **“Responsible Party”** is defined, for the purpose of this Resolution, as any Owner who is in any way related to an individual or entity that brings a vehicle onto the Association’s property, such as a guest, tenant, delivery person, service person, co-resident, etc.

## II. REGISTRATION

Upon moving in and on an annual basis thereafter, every Owner and occupant of the Complex shall register with the Corporation’s management, each and every Motor Vehicle that they drive or intend to drive onto the Property. This registration shall include providing the Association’s manager with the vehicle make, model, year, color, license plate number, state of registration, and the primary operator’s home and work telephone numbers.

The Board may set a uniform annual registration date for all Owners and occupants, which may be amended from time to time. Owners and occupants shall be responsible to ensure that the annual registration is completed with all relevant information. In addition, upon acquiring any new vehicle, every Owner and occupant shall update his/her vehicle registration information with the Corporation’s management within forty-five (45) days of acquisition.

## III. RULES AND REGULATIONS

- A. Only Motor Vehicles with current registration and a valid state inspection sticker may be parked on the Property. Only Motor Vehicles with a valid Corporation-issued

parking tag or sticker may park in the rear of the residential buildings on the Property. Unless otherwise specified herein or by the Corporation's Board, all other vehicles are prohibited.

- B. All Motor Vehicles must be maintained in proper operating condition so as not to be a hazard or nuisance by noise, exhaust emissions or appearance.
- C. Parking is only permitted in Parking Spaces.
- D. Only one Motor Vehicle may park in each Parking Space.
- E. Parking Spaces shall be used only for Motor Vehicles.
- F. No boats, campers or trailers of any type shall be parked within the Association.
- G. Unregistered, abandoned and inoperable vehicles may not be parked on the Property.
- H. Parking is prohibited in all "no parking" areas which are indicated with signage or by yellow marked curbs or yellow diagonal lines and marked fire zones. All sidewalks must be clear.
- I. No one shall park in a manner so as to block, impede or otherwise inhibit the free passage of other vehicles or so as to interfere with necessary snow removal, ice removal, or repairs or maintenance of the Common Elements.
- J. All motorcycles shall be parked in a Parking Space. Parking motorcycles anywhere else on the Common Elements is prohibited.
- K. Any vehicle which is parked in violation of these Rules and Regulations is subject to towing at the Owner's expense.
- L. No signs, initials, numbers or any other additions or alterations to parking spaces may be painted, displayed or erected by any person without Board approval. Applications for such will be returned or denied. This does not apply to a uniform numbering or lettering system that may be applied to all parking spaces by the Corporation.
- M. **No Owner, Resident, or Tenant may park in the Association during any period in which the Shareholder's parking privileges have been suspended as a result of a violation of the Corporation's Proprietary Lease, Bylaws, House rules or other rules and regulations, including non-payment of assessments or other charges due to the Corporation. Any violation of this Parking Resolution may also result in suspension of an Owner's, Resident's or Tenant's rights to use the swimming pool.**
- N. **Any Motor Vehicle parked on the Property and owned by an Owner, and/or an Owner's Resident or Tenant, where the Owner is more than sixty (60) days in arrears in payment of assessments or other charges due to the Corporation shall be towed. In addition to loss of parking privileges, any such delinquency shall result in a revocation of an Owner's, Resident's or Tenant's rights to use the swimming pool.**
- O. A Motor Vehicle shall be deemed to be illegally parked if it is parked in violation of any Corporation, municipal, state or federal law or regulation enacted to regulate the placement of Motor Vehicles upon private or public lots, roads or highways.
- P. For purposes of this Resolution, a continuing and/or subsequent offense shall mean any offense occurring within two years of a "substantially identical" violation (as defined in the Hotel and Multiple Dwelling Law, N.J.S.A. 55:13A-3(n)).
- Q. Any type of service or repair to a vehicle on the Property is strictly prohibited.
- R. No commercial vehicle shall be parked in the Complex.



#### IV. ENFORCEMENT

##### A. Notice and Due Process:

- a. The sign placed at the Complex's entrance(s) shall be deemed notice to all persons who bring a vehicle onto the Corporation's Property.
- b. No individual notice of removal will be given prior to towing any vehicle in violation of this Resolution, other than what is required by the Proprietary Lease or Bylaws or as otherwise stated in this Resolution. Notwithstanding this provision, any Owner for whom parking privileges are suspended as a result of a delinquency in the payment of assessments shall receive notice of the suspension prior to towing.
- c. Vehicles will be towed to a designated impound chosen by the Board. Information concerning the towing contractor will be posted on the sign at the entrance(s) to the Association's property.

##### B. Towing:

- a. A vehicle may be towed by the Corporation:
  - i. For a violation of any parking rule or regulation; or
  - ii. if an Owner's account remains in arrears for more than sixty (60) days; or
  - iii. if any vehicle is parked in an unsafe manner, including, but not limited to, vehicles blocking or within ten feet (10') of a fire hydrant, parked in a fire zone, blocking access for any emergency vehicle or any other dangerous situation.
- b. A vehicle that is parked in violation of the Corporation's Rules and Regulations may be towed when a board member, property manager or other individual authorized by the Board or management has requested the Corporation's towing contractor remove the vehicle.
- c. A company engaged by the Corporation for that purpose shall tow any vehicle not parked in compliance with this resolution at the vehicle owner's expense.
- d. The cost of towing and storing the subject vehicle shall be the sole responsibility of the vehicle's owner. If it is determined that the vehicle belongs to a Responsible Party, the cost of towing and storing may be assessed to the Owner and shall constitute a lien against such Owner's unit in the same manner as the common expense assessments.
- e. It is the responsibility of the owner of a towed vehicle to arrange for the return of the vehicle and pay any and all costs incident to the towing and storage of the vehicle.
- f. If no action is taken by the owner within sixty (60) days of the removal of the vehicle from the Complex, or as otherwise provided for by law and/or the policy of the towing company, the vehicle may become the property of the towing company or sold at public auction.
- g. Neither the Corporation, the Board of Directors, nor the Corporation's property management company shall be liable to the owner of the subject vehicle, the Tenant, the Resident, or the Owner responsible for such vehicle, for any damage and/or injuries which occur during, or as a result of, the

removal of such vehicle from the Corporation's property.

- C. The Corporation shall, in addition to the remedies outlined above, retain all enforcement options outlined in the Governing Documents including, but not limited to, the authority to fine.

#### **V. GENERAL PROVISIONS**

1. The Corporation shall collect any monies due hereunder in the same manner as maintenance assessments and rents.
2. The Board shall have the right to seek any other remedy or remedies available to it under the Proprietary Lease and Bylaws or applicable law with respect to the delinquent assessments and rent.
3. The Board of Directors shall have absolute discretion as to the enforcement of this Resolution.
4. Any provision contained in any previously adopted Resolution of the Corporation, which conflicts with any provision set forth herein, shall be deemed void, and the provision contained herein shall govern.
5. Should any provision herein be determined to be invalid, the remaining provisions herein shall be in full force and effect.
6. Notwithstanding the full execution of this Resolution, enforcement of this Resolution shall not take effect until notice has been sent to all Owners. Upon recording this resolution with the Office of the Clerk of Union County, New Jersey, the public record thereof shall be deemed notice to the world of the policies and procedures established herein.

# WYCHWOOD GARDENS COOPERATIVE ASSOCIATION, INC.

Resolution Type: Policy No.

Authorizing: Parking and Towing

Duly adopted at a meeting of the Board of Directors of Wychwood Gardens Cooperative Association, Inc., held this 26 day of February, 2018.

Officer

Vote:

YES NO ABSTAIN ABSENT

Sarah Ward, Director

☒ ☐ ☐ ☐

Marilyn M. Mute, Director

☒ ☐ ☐ ☐

[Signature], Director

☒ ☐ ☐ ☐

[Signature], Director

☒ ☐ ☐ ☐

Julie Fargell, Director

☒ ☐ ☐ ☐

Attest: [Signature], Director

Julie Fargell, Secretary

2/20/18  
Date

File: Margaret Kopenau dir v

Book of Minutes - 2018

Book of Resolutions:

Book No.

Page No.

Policy

Administrative

Special

General

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Resolution Effective: IMMEDIATELY.



NOW THEREFORE, Debra Grammaria, the President of Wychwood Gardens Cooperative Association, Inc., based on the authority granted by the Corporation's Bylaws, Proprietary Lease, and the Board of Directors' vote reflected above, hereby submits this resolution for recordation in the Union County Clerk's Office.

WYCHWOOD GARDENS COOPERATIVE  
ASSOCIATION, INC.

Debra Grammaria 2/20/18  
President

### CORPORATE ACKNOWLEDGMENT

STATE OF NEW JERSEY                   )  
  ) SS.  
COUNTY OF UNION                   )

On the 20 day of February, 2018, Debra Grammaria, personally appeared before me and this person acknowledged under oath, to my satisfaction, that:

(a) this person signed and delivered the foregoing document as the President of Wychwood Gardens Cooperative Association, Inc., (the "Association") and

(b) this document was signed and delivered by the Association as its voluntary act and deed by virtue of authority from its Board of Directors.

Signed and sworn to before me on  
February 20, 2018.

Karen J. Jurek  
NOTARY PUBLIC OF  
NEW JERSEY



**RECORD AND RETURN TO:**  
**MCGOVERN LEGAL SERVICES, LLC**  
**850 CAROLIER LANE**  
**NORTH BRUNSWICK, NJ 08902**

**WYCHWOOD GARDENS COOPERATIVE ASSOCIATION, INC.  
ADMINISTRATIVE RESOLUTION  
TO CREATE A PUBLIC RECORD OF  
"GRANDFATHERED" STOCKHOLDERS WITH RENTAL APARTMENTS**

This Resolution (the "Resolution") is made on this 20 day of February, 2018, by the Wychwood Gardens Cooperative Association, Inc. (the "Corporation"), by and through its Board of Directors (the "Board").

**WHEREAS**, the Corporation is seized of title to certain property located in Westfield, New Jersey, by deed recorded on March 4, 1988, in the Union County Clerk's Office in Deed Book 3543, Page 090, et. seq., Instrument No. 52177 (the "Deed"); and

**WHEREAS**, on July 31, 2017, the stockholders of the Corporation voted to amend the Proprietary Lease to establish certain ownership and leasing restrictions for the apartments located on the Corporation's property in Westfield, New Jersey, which amendment was recorded on August 22, 2017, in the Office of the Union County Clerk, as Instrument # 290251, at Deed Book 6209, Page 634, et seq. (the "Amendment"); and

**WHEREAS**, certain aspects of the Amendment provide that some stockholders have grandfathered leasing rights for certain apartments; and

**WHEREAS**, the Board desires to create a permanent record of the stockholders and their apartments which have grandfathered leasing rights under the Amendment;

**NOW, THEREFORE, IT IS RESOLVED:**

1. Nothing in this Resolution is intended to or shall amend or alter the July 31, 2017, Amendment to the Proprietary Lease. No new rights are being created in this Resolution.
2. **Exhibit A**, which is attached hereto and made a part hereof, contains the official list of stockholders and apartments having grandfathered leasing rights under the Amendment.

# Exhibit A

Wychwood Co-Op Operating Breakdown

22-Feb-18			
Unit #	Owner Name	Renters	Family
Unit #37A1	Michael Salman	1	0
Unit #37A2	John Storch	1	0
Unit #37C3	Michael. Johnson	1	0
Unit #38A1	Linda & Joseph Avena	0	1
Unit #38C1	Storch Family 123, LLC	1	0
Unit #38C2	Storch Family 123, LLC	1	0
Unit #38C3	Storch Family 123, LLC	1	0
Unit #38C4	Storch Family 123, LLC	1	0
Unit #39A1	Mary & Mark Bannworth	1	0
Unit #39B3	Ann Soldati / Mark Winkle	1	0
Unit #39B4	Tom and Mary Pickert	1	0
Unit #41B2	Sarah & Jose Printz Aguilar	1	0
Unit #41B3	Elizabeth Bataille	1	0
Unit #41C3	Sta Retinger	1	0
Unit #41D2	RB Storch LLC	1	0
Unit #43A1	Jacob Jr. Kemanjian	1	0
Unit #43A4	Joyce Taylor	1	0
Unit #43B1	RB Storch LLC	1	0
Unit #43B2	Marco Massa	1	0
Unit #43B5	Frances Higgins	0	1
Unit #44A1	Joan Trapp	0	1
Unit #44A3	Waltraud Johnson	1	0
Unit #44A4	Debra Olszewski	1	0
Unit #44B2	Jatin Patel	1	0
Unit #44B4	Guoquin Su	1	0
Unit #45A2	Tatyana & Sevgeniy Levin	1	0
Unit #46A2	Jonathan & Jerome Newler	1	0
Unit #46B4	Kathleen & Vincent Buontempo	0	1
Unit #46C1	John Wos	1	0
Unit #51B3	Tom Flanigan	1	0
Unit #52A1	Angela & Thomas Ryan	0	1
Unit #52A3	Michael Johnson	1	0
Unit #52A4	Maryann & John Foerst	0	1
Unit #52B2	Waltraud Johnson	1	0
Unit #52B4	Debra Ann Olszewski	1	0
Unit #52C1	Gloria & Herb Smith	1	0
Unit #52C3	Veronica & David Santos	1	0
Unit #53A4	Denise Sadvary	0	1
Unit #53B1	Mary & Thomas Pickert	1	0
Unit #53B4	Jane Worthington / George Lauren	0	1
Unit #53C1	Matthew LaPera	1	0
Unit #53C2	Paul Dinizo	1	0
Unit #54B1	Geri & Michael Papio	1	0
Unit #54B2	Camille Constanza	1	0
Unit #55A4	Gail Greene	0	1
Unit #55B1	Elisa Feinstein	0	1



Wychwood Co-Op Operating Breakdown

22-Feb-18			
Unit #	Owner Name	Renters	Family
Unit #55B3	Michael Mazzaresse	0	1
Unit #56C2	Annabella Sollaccio	1	0
Unit #56C3	Nicole & John Degnan	1	0
Unit #57B3	Ahmad, Syed Abrar / Muhammad Mirza	0	1
Unit #57B4	Marion & Calvin Sexton	0	1
Unit #58A1	Carolyn & Kent Guarino-Diamond	1	0
Unit #58A3	Diane & Peter Runstadler	1	0
Unit #58C4	Linda & Joseph Avena	0	1
Unit #59C1	Samantha Black	1	
Unit #59C3	RB Storch LLC	1	0
Unit #59C4	M. Johnson	1	0
Unit #10A1	Paul & Sharon Proctor	0	1
Unit #09B2	Li Zhongquan	1	0
Unit #09B3	Joanne LaRosa	1	0
		45	15

WYCHWOOD GARDENS COOPERATIVE ASSOCIATION, INC.

Resolution Type: Administrative No. \_\_\_\_\_

Relating To: Grandfathered Stockholders with Rental Apartments

Duly adopted at a meeting of the Wychwood Gardens Cooperative Association, Inc. held this  
20 day of February, 2018.

Officer

Vote:

YES NO ABSTAIN ABSENT

Margaret Keppner, Director

✓

Margaret Keppner, Director

✓

Julie Farnell, Director

✓

Julie Farnell, Director

✓

John Diamond, Director

✓

Stuart Falkner, Director

✓

Attest:

Julie Farnell, Secretary

2/20/18

Date

File:

Book of Minutes -

Book of Resolutions:

Policy

Administrative

Special

General

Book No.

Page No.

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Resolution Effective: IMMEDIATELY



NOW THEREFORE Debra Giannarino, the President of Wychwood Gardens Cooperative Association, Inc., based on the authority granted by the Corporation's Proprietary Lease, By-Laws and the vote reflected above, submits this Resolution for recordation in the Office of the Clerk of Union County.

Wychwood Gardens Cooperative Association, Inc.,

Debra Giannarino 2/20/18  
President

### CORPORATE ACKNOWLEDGMENT

STATE OF NEW JERSEY     )  
  ) ss.  
COUNTY OF UNION        )

On the 20 day of February, 2018, Debra Giannarino personally appeared before me and this person acknowledged under oath, to my satisfaction, that:

(a) this person signed and delivered the foregoing document as the President of Wychwood Gardens Cooperative Association, Inc. (the "Corporation") and

(b) this document was signed and delivered by the Corporation as its voluntary act and deed by virtue of authority from its Board of Directors.

Signed and sworn to before me on

February 20, 2018

Karen P. Quirk  
NOTARY PUBLIC OF  
NEW JERSEY



**RECORD & RETURN TO:**  
**McGOVERN LEGAL SERVICES, LLC**  
**850 CAROLIER LANE**  
**NORTH BRUNSWICK, NJ 08902**

**Jacqueline Lisoso-Carroll**

**From:** KP Flynn <kpflynn@fprginc.com>  
**Sent:** Sunday, February 25, 2018 10:45 AM  
**To:** Jacqueline Lisoso-Carroll  
**Subject:** resolutions  
**Attachments:** wycc resolution towing feb 18.pdf; wycc resolution feb 18 renters.pdf

Karen P. Quirk  
Falkin Financial Corporation  
Director of Property Operations  
Licensed Real Estate Agent  
Nalp/Cam Certified  
908 709 0909 ext 208  
732 207 7121 cell