RABAN & RABAN

LLC

Attorneys at Law

11710 Long Beach Blvd.
Haven Beach, NJ 08008

REGINALD J. RABAN (Retired)
JAMES S. RABAN*▲

MEMBER OF NJ BAR *
MEMBER OF PA BAR▲

TEL (609) 492-0533
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Email: jraban@regraban.com

April 6, 2023

Via Hand Delivery and Jfife@longbeachtownship.com
Jackie Fife
Long Beach Township Land Use Board
6805 Long Beach Boulevard
Brant Beach, NJ 08008

Re: 8701 LBI LLC Amended Major Site Plan Proposal
8701 Long Beach Blvd., U-C, Long Beach Township, NJ 08008
Block 13.02 Lot 1 Qual. C0003

Dear Jackie:

Enclosed please find the following with regard to the above referenced matter:

(x) Original and 14 copies of Land Use Development Application;
(x) 15 copies of Floor Plans prepared by Robert Roth, Jr., A.I.A. of Rob Roth Architect, Inc.
(x) 15 copies of Variance Plans prepared by James Brzozowski of Horn, Tyson & Yoder, Inc.:
(x) 15 copies of Tax Map with Property Lot and Block highlighted;
(x) 15 color copies of 4 Property Photos;
(x) 1 W-9;
(x) 1 Affidavit of Ownership
(x) 1 Signed Checklist;
(x) 1 Technical Checklist;
(x) 1 Proposed Public Notice;
(x) Application Fee Variance check # 2909 Amount $950.00;
(x) Attorney Escrow check # 2910 Amount $1,500.00;
(x) Please consent and/or approve for public hearing on May 10, 2023 at 6:30 p.m.

If you have any questions, please do not hesitate to contact me. Thank you for your courtesies and attention to this matter.

Very truly yours,

JAMES S. RABAN

JSR/dh
Encl.
Cc: 8701 LBI LLC (via email)
James Brzozowski (via email)
Frank Little, Jr., P.E., P.P. (via email and regular mail)
Kevin Quinlan, Esq. (via email and regular mail)

LONG BEACH TOWNSHIP LAND USE BOARD
CHECKLIST FOR INITIAL SUBMISSION
****INCOMPLETE SUBMISSIONS WILL NOT BE ACCEPTED****

PLEASE READ

INSTRUCTIONS:
1. A completed, signed checklist must be received by the Land Use Board Secretary & Attorney prior to application being deemed complete.
2. All required documents must be submitted at least forty-five (45) days prior to the regularly scheduled Land Use Board Meeting at which consideration is sought.
3. All documents must be submitted at the same time - Incomplete submissions will NOT be accepted!
4. Applicant MUST deliver Completed Application and supporting documents in the following arrangement:

Kevin Quinlan, Esq.:
- X 1 Copy of Complete Application
- X 1 Copy Variance Plan, Site Plan, or Subdivision Map
- ___ 1 Copy of Architectural Plans
- ___ 1 Copy of Zoning Denial Letter (if applicable)
- X 1 Copy of Color Photos
- X 1 Copy of Tax Map with Property Block & Lot highlighted
- X 1 Copy of Affidavit of Ownership, Consent, Authorization and Non-Collusion
- X 1 Copy of this Checklist
- X 1 Copy of Proposed Notice to Property Owners and for Publication
- X Mailed to Kevin Quinlan 207 W. Main Street, Tuckerton, NJ 08087

Frank Little, P.E., P.P:
- X 1 Copy of Complete Application
- X 1 Copy Variance Plan, Site Plan, or Subdivision Map
- ___ 1 Copy of Architectural Plans
- ___ 1 Copy of Zoning Denial Letter (if applicable)
- X 1 Copy of Color Photos
- X 1 Copy of Tax Map with Property Block & Lot highlighted
- X 1 Copy of COMPLETED Technical Check List
- X Mailed to Frank Little: Owen, Little & Associates Inc. 443 Atlantic City Boulevard, Beachwood, NJ 08722

Board Secretary: Jackie Fife 6805 Long Beach Boulevard, Brant Beach, NJ 08008:
1 ORIGINAL of each of the following:
- X Application ___ Variance Plan X Site Plan ___ Subdivision Plan ___ Architectural Plan(s)
- X Tax Map ___ Color Photos X 1-W-9 ___ Zoning Denial X Signed Checklist
- X Technical Checklist X Affidavit of Ownership, Consent, Authorization and Non-Collusion
- X 1 Copy of Proposed Notice to Property Owners and for Publication
- ___ Electronic copy PDF format of all the above emailed to jfife@longbeachtownship.com
- ___ Check for Application Fee $ 950.00 Check # 2909
- ___ Check for Escrow Fee $ 1,500.00 Check # 2910

Board Member Packets (COLLATED):
- X 14 Copies of Complete Application including:
- X 14 Copies Variance Plan, Site Plan, or Subdivision Map
- ___ 14 Copies of Architectural Plans
- X 14 Copies of Zoning Denial Letter (if applicable)
- X 14 Copies of Color Photos
- X 14 Copies of Tax Map with Property Block & Lot highlighted

Applicant Signature — Date: 4/6/23

James S. Rabon
Print Name

Attorney for Applicant

Approved ___ Denied ___
(FOR LAND USE BOARD SECRETARY ONLY)

APPLICATION TO THE LONG BEACH TOWNSHIP LAND USE BOARD

Do not write below - for official use only

Date Received: _____
Application Fee: $_____
Escrow Fee: $_____
Docket Number: _____

Project Name: 8701 LBI LLC

Block: 13.02 **Lot(s):** 1 Qual. C0003

Property Address: 8701 Long Beach Blvd, Unit C

CHECK ALL THAT APPLY:

- ☐ Bulk Variance
- ☐ Use Variance
- ☐ Interpretation
- ☐ Informal
- ☐ Conditional Use
- ☒ Amended Site Plan
- ☐ Minor Subdivision (Exempt)
- ☐ Major Subdivision/Preliminary
- ☐ Major Subdivision Final Major
- ☐ Site Plan/Preliminary Major
- ☐ Site Plan/Final

ANSWER ALL QUESTIONS. IF NOT APPLICABLE INDICATE WITH 'N/A' OR 'None' DO NOT LEAVE BLANKS. INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED OR WILL BE DEEMED INCOMPLETE

1. **Applicant Name:** 8701 LBI LLC
   Address: **Street:** 704 Campus Drive **City:** Perkasie, PA **Zip:** 18944
   Phone: (267) 895-5125 **e-mail:** stutzcandies@verizon.net

   Applicant is : ☐ Owner ☐ Agent ☐ Corportation ☐ Partnership ☑ LLC

   If applicant and/or owner is a corporation, LLC or partnership set forth the names addresses of all stockholders, partners or members having 10% or more interest on a separate paper. Corporations must be represented by a New Jersey licensed attorney and include a Resolution authorizing the Application.

2. **Owner's Name:** Same as Applicant - Members are Richard Knappik and Jean Knappik
   Address: **Street:** (each with a 50% interest) **City:** _____ **Zip:** _____
   Phone: _____ **e-mail:** jraban@regraban.com

   All owners must be identified and sign application. (Use additional pages if necessary)

3. **Attorney:** James S. Raban
   Address: **Street:** 11710 Long Beach Blvd. **City:** Haven Beach **Zip:** 08008
   Phone: (609) 492-0533 **e-mail:** _____

4. **Planner/Surveyor:** Horn, Tyson & Yoder, Inc.
   Address: **Street:** 8510 Long Beach Blvd. **City:** Long Beach Twp **Zip:** 08008
   Phone: (609) 492-5050 **e-mail:** jimb.hty@gmail.com

5. **Architect:** _____

Address: Street: _____ **City:** _____ **Zip:** _____

Phone: _____ **e-mail:** _____

Attache additional sheets if necessary.

6. **Location of property:**

Zone: C **Lot Area:** 5,100 sq ft. **Lot Dimensions:** 60' x 85'

7. **Is the property located on a county road?** Yes

8. **Current Use:** Mixed Use - one commercial unit with 2 residential units above

No. of Dwelling Units: 2 **No. of Commercial Units:** 1

9. **Proposed Use:** Same, with the commercial use changing to a candy store

10. **When was the property purchased?** 10/15/21

11. **Date of Last Certificate of Occupancy:** _____ **Attach Copy**

12. **Date of last construction, alteration or addition:** _____ **Attach copies of permits**

13.

Existing conditions		Pre-Existing non-conformity	Proposed conditions		Variance Needed
Building Height:	32.00	☐	Building Height:	32.00	☐
Front Yard Set Back	7.20	☐	Front Yard Set Back	7.20	☐
Side Yard Set Back	3.00	☑	Side Yard Set Back	3.00	☐
Side Yard Set Back	3.00	☑	Side Yard Set Back	3.00	☐
Rear Yard Set Back	8.10	☑	Rear Yard Set Back	8.10	☐
Dist. to Adj. Struct.	21.60	☐	Dist. to Adj. Struct.	21.60	☐
Lot Coverage (sq.ft.)	3,462.90	☐	Lot Coverage (sq.ft.)	3,462.90	☐
% Lot Coverage	67.90	☐	% Lot Coverage	67.90	☐
% Impervious Coverage	72.80	☐	% Impervious Coverage	72.80	☐
No. Principal Structures	1.00	☐	No. Principal Structures	1.00	☐
No. Accessory Structures	1.00	☐	No. Accessory Structures	1.00	☐
Lot Width	60.00	☐			

14. **Existing Restrictions:**

(A) **Deed Restrictions:** _____ (Attach Copies) ☑ None

(B) **Easements:** _____ (Attach Copies) ☑ None

(C) **Condominium:** See attached Master Deed (Attach Copies) ☐ None

15. **Proposed Restriction:** ☑ None

16. Variances and Waivers:

(A) List Required Variances: (Include Ordinance Number) ☑ **None**

On a separate paper provide legal theory supporting variance relief.

(B) List of Requested Waivers: ☐ **None**

The Applicant reqeusts a waiver from the requirement to submit a formal site plan based upon the fact that the site is fully developed.

17. Briefly describe any prior or currently pending proceedings before the Land Use Board or any other Federal, State, County or local Board or Agency involving this property which is the subject of this application and attach copies of any application, supporting documentation, pleadings, decisions and/or orders from the relevant entity including any denials. ☐ **None**

18. List all material submitted with this application i.e. plans, surveys, drawings, photos, reports etc.

-Site Plan prepared by Horn, Tyson & Yoder, Inc. dated March 24, 2023
-4 photographs of the property
-Prior resolutions of the Board dated September 1, 2005; October 6, 2005; December 7, 2006; and March 11, 2020
-Master Deed dated January 13, 2022
-Copies of floor plans and elevations dated September 2005 prepared by Rob Roth Architect

ALL OWNERS OF RECORD AND APPLICANT MUST SIGN APPLICATION. (ATTACH ADDITIONAL PAGES IF NECESSARY.

Dates: 4-5-23

Richard Knappik
RICHARD KNAPPIK , Owner
(Print name under signature)

Dates: 4-5-23

Jean Knappik
Jean Knappik , Owner
(Print name under signature)

Applicant Signature (if different from owner):

Dates: _____

_____ , Applicant
(Print name under signature)

Dates: _____

_____ , Applicant
(Print name under signature

MUST BE SIGNED BY OWNER(S) AND/OR APPLICANT NOT ATTORNEY

APPLICATION SUPPLEMENT

8701 LBI LLC (the "Applicant") has made application to the Long Beach Township Land Use Board for amended preliminary and final site plan approval relative to the property designated as Lot 1, Qualifier C0003, in Block 13.02 on the Tax Map of the Township of Long Beach, located at 8701 Long Beach Blvd. in the Brighton Beach Section of Long Beach Township. In a Resolution dated September 1, 2005, the Applicant received preliminary major site plan approval to permit the construction of a new building to contain a food marketplace and restaurant and two dwelling units. Final major site plan approval was granted in a Resolution dated October 6, 2005, a condition of which required the Applicant to record a deed specifically restricting the use of the proposed dwelling units to be located above the commercial use be utilized only by the owners or employees of the commercial units. The Applicant recorded a Deed dated December 7, 2005, which implemented said restriction and was recorded in the Ocean County Clerk's Office on December 12, 2005 in Official Record Book 12954 at Page 1706.

In a Resolution dated December 7, 2006, the Board granted amended major site plan approval and a bulk variance to permit the retention of the then recently constructed building containing a food marketplace with a restaurant a distance of eight feet from the rear lot line where ten feet was required.

In a Resolution dated March 11, 2020, the Board granted amended site plan approval, which approval removed the prior condition on the property limiting the two dwelling units to be utilized only by owners of the property or employees of the commercial unit at the site. A Deed dated June 11, 2020, which removed the restriction on the property pursuant to the March 11, 2020 Resolution, was recorded in the Ocean County Clerk's Office on June 22, 2020 in Official

Record Book 17933, Page 1089. Copies of all of the aforementioned resolutions are attached hereto.

The Applicant is now seeking amended site plan approval to utilize the commercial unit as a candy store, which is a permitted use under the Long Beach Township Zoning Ordinance. Pursuant to Section 164-3 of the Long Beach Township Municipal Code, any change of use at a commercial property, even where such use is a permitted use, requires site plan approval from the Board. There are no variances requested.

#2747

APPROVED
LAND USE BOARD
Date Sept 1, 2005

APPLICATION NO. LUB 32-05PF

LONG BEACH TOWNSHIP LAND USE BOARD
RESOLUTION OF MEMORIALIZATION

WHEREAS, application has been made to the Long Beach Township Land Use Board by KAREN SPINELLI, the contract purchaser of the lands and premises owned by Luciano Bacchia, known and designated as Lot 1 in Block 13.02 on the Official Tax Map of Long Beach Township, which premises are located at 8701 Long Beach Boulevard, Brighton Beach, New Jersey, for preliminary major site plan approval together with bulk variances and special reasons variances to permit the construction of a new building containing a food marketplace with a restaurant seating on the first floor and two (2) single family apartments on the second floor; and

WHEREAS, the jurisdictional requirements of N.J.S.A. 40:55D-12 have been satisfied in that notice of this application has been given to all property owners within two hundred (200') feet of the property in question and notice of this application has been duly published in the Beach Haven Times, the official newspaper of the Township, all as required by law; and

WHEREAS, the Long Beach Township Land Use Board, after carefully considering the application, plans, exhibits and testimony presented by the applicants, as well as the representations of the applicants' attorney, Reginald J. Raban, Esquire, and members of the public, at the hearing conducted on August 4, 2005 has made the following findings of fact:

(1) The premises are owned by Luciano Bacchia, having the dimensions of 60 feet by 85 feet for a total lot area of 5100 square feet

(2) The premises are located at 8701 Long Beach Boulevard, Brighton Beach, and are in the C General Commercial Zone;

(3) The premises are currently vacant with just a sign remaining from the prior restaurant which occupied the premises;

(4) The Board incorporates herein by reference the plans prepared by Horn, Tyson & Yoder, Inc. entitled, "Site Plan Lot 1, block 13.02 Tax Map Sheet #15 Long Beach Township Ocean County, New Jersey" dated 5/5/2003 and revised 7/14/2005.

(5) The Board incorporates herein by reference the plans prepared by Robert B. Roth, Jr., a.i.a., entitled, "New Retail Space w/Apartments for Spinelli/Degilio Lot 1 Block 3.02 Township of Long Beach, Oc. Co., New Jersey" dated June, 05, bearing the latest revision date of 7/7/05;

(6) The Board accepts the reports of its Engineer, Frank Little, Jr., dated July 21, 2005, and hereby incorporates same herein by reference.

(7) The applicant proposes to construct a new building containing a food marketplace with a restaurant seating on the first floor and two (2) single family residential apartments on the second floor;

(8) The applicant requires the following bulk variances for the construction as proposed:

a. A bulk variance for the lot area as 6000 square feet is required and 5100 square feet is proposed and existing;

b. A bulk variance for the non impervious surface as 25% is required and 6% is proposed;

c. The front step extends beyond the property line into Long Beach boulevard right of way;

d. From the off street parking requirement in that 7 parking spaces are proposed where 22 spaces are required

e. From the requirement to provide a loading zone as none is provided; and

f. Curb and sidewalk exists along Long Beach boulevard, Mermaid and Delaware Avenues and the applicant proposes curb only along the rear of the property.

(9) A special reasons variance is required for the two proposed dwelling units on the property.

(10) As to front steps encroaching beyond the property line into Long Beach boulevard right of way, the applicant's engineer testified that the drawing was in error and that no such encroachment is proposed;

(11) The Board specifically finds that the proposed development satisfies a need in Long Beach Township to develop larger commercial uses to benefit its citizens and the uses proposed are permitted in the commercial zone;

(12) The Board wants to make sure that the subject premises remain a commercial property as commercial properties are needed in the resort community;

(13) The Board notes that the two dwelling units as proposed are small apartments that are needed to provide appropriate housing for employees of the commercial units to live in;

(14) The Board finds that the dwelling units as proposed are in furtherance of the commercial uses and therefore, are necessary in the resort area;

(15) The Board notes that no residential owners objected to the development as proposed, and instead spoke in support of the application.

NOW THEREFORE, BE IT RESOLVED, this 1st of September, 2005 by the Long Beach Township Land Use Board that:

1. The application of KAREN SPINELLI, for the lands and premises owned by Luciano Bacchia, known as Lot 1 in Block 13.02 on the Official Tax Map of Long Beach Township, which premises are located at 8701 Long Beach Boulevard, Brighton Beach, New Jersey for preliminary major site plan approval to permit the construction of a new building to contain a food marketplace and restaurant and two dwelling units is hereby granted in accordance with the application and plans as submitted by the applicant;

2. The applicant reduce the amount of pavers from the premises so as to increase the non impervious surface;

3. The applicant eliminate all outside seating off of the porch area;

4. The applicant shall install new sewer laterals from the street to the new building;

5. The applicant relocate the Handicapped Entrance to the side of building so as to provide a better Handicapped entranceway;

6. That the proposed dwelling units to be located above the commercial use be utilized only by the owners or employees of the commercial unit(s);

7. The applicant shall comply with all requirements of the Long Beach Township Engineer, as set forth in the Township Engineer's Report dated July 21, 2005, and such further requirements that the Long Beach Township Engineer may require during the course of construction;

8. Any Deeds or other documents required by these conditions be approved in advance of recording in the Ocean County Clerk's Office by the attorney for the Long Beach Township Land Use Board and the Township Engineer and proof of recording with the County Clerk shall be filed with this Board;

9. The applicant obtain the following approvals:
   a. Ocean County Planning Board;
   b. Long Beach Township Tax Assessor;
   c. Long Beach Island Soil Conservation District;
   d. Long Beach Township Sewer Authority; and
   e. Such other outside agency approval, as may be required;

10. If another governmental agency grants a waiver or variance of a regulation effecting this approval of the conditions attached to it, then this Board shall have the right to review that issue, as it relates to this approval and these conditions, and may modify or amend the same;

11. The applicant post any and all required performance bonds and/or maintenance guarantees, as well as any and all inspection fees required by the Township Engineer, the Construction Code Official, the Building Officer and/or as required by the Land Use Ordinances of the Township of Long Beach; the amounts of the said bonds and inspection fees shall be determined by the Township Engineer and shall be in the forms approved by the Township Attorney;

12. All Codes and Ordinances be complied with, other than as varied herein.

This Resolution is intended to memorialize the action taken by the Long Beach Township Land Use Board of August 4, 2005.

Moved by: ALTMAN

Seconded by: WARD

ROLL CALL VOTE:

Ayes: ALTMAN, SOUTHWICK AND WARD

Nays: NONE

Certified to be a true copy of a Resolution adopted at a Regular Meeting of the Land Use Board held on September 1, 2005.

Dated: September 1, 2005.

David Ward, Secretary

PUBLICATION DATE: SEPTEMBER 7, 2005

APPROVED
LAND USE BOARD
Date Oct. 6, 2005

APPLICATION NO. LUB 32-05PF

#2749

LONG BEACH TOWNSHIP LAND USE BOARD
RESOLUTION OF MEMORIALIZATION

WHEREAS, application has been made to the Long Beach Township Land Use Board by KAREN SPINELLI, the contract purchaser of the lands and premises owned by Luciano Bacchia, known and designated as Lot 1 in Block 13.02 on the Official Tax Map of Long Beach Township, which premises are located at 8701 Long Beach Boulevard, Brighton Beach, New Jersey, for Final Major Site Plan Approval to permit the construction of a new building containing a food marketplace with a restaurant seating on the first floor and two (2) single family apartments on the second floor; and

WHEREAS, the jurisdictional requirements of N.J.S.A. 40:55D-12 have been satisfied in that no notice of this application was necessary to be given; and

WHEREAS, the Long Beach Township Land Use Board, after carefully considering the application, plans, exhibits and testimony presented by the applicants, as well as the representations of the applicants' attorney, Reginald J. Raban, Esquire, and members of the public, at the hearing conducted on September 1, 2005 has made the following findings of fact:

(1) The premises are now owned by the applicant, Karen Spinelli and have the dimensions of 60 feet by 85 feet for a total lot area of 5,100 square feet;

(2) The premises are located at 8701 Long Beach Boulevard, Brighton Beach, and are in the C General Commercial Zone;

(3) The premises are currently vacant with just a sign remaining from the prior restaurant which occupied the premises;

(4) The Board incorporates herein by reference the plans prepared by Horn, Tyson & Yoder, Inc. entitled, "Site Plan Lot 1, block 13.02 Tax Map Sheet #15 Long Beach Township Ocean County, New Jersey" dated 5/5/2003 and bearing the latest revision date of 8/12/05;

(5) The Board incorporates herein by reference the plans prepared by Robert B. Roth, Jr., a.i.a., entitled, "New Retail Space w/Apartments for Spinelli/Degilio Lot 1 Block 3.02 Township of Long Beach, Oc. Co., New Jersey" dated June, 05, bearing the latest revision date of 8/05/05;

(6) The Board accepts the reports of its Engineer, Frank Little, Jr., dated August 24, 2005, and hereby incorporates same herein by reference.

(7) The applicant received Preliminary Major Site Plan Approval pursuant to Resolution of Memorialization LUB 32-05P on August 4, 2005;

(8) The proposed development of the premises fully complies with the Preliminary Site Plan Approvals, variances, design waivers granted and all request by the Board Members at the time of the Preliminary Approval;

(9) The Board specifically finds that the proposed development satisfies a need in Long Beach Township to provide commercial uses to benefit the citizens and the uses proposed are permitted in the commercial zone;

(10) The Board finds that the dwelling units as proposed are in furtherance of the commercial uses and therefore, are necessary in the resort area; and

(11) The Board wants to make sure that the proposed dwelling units to be located above the commercial use be utilized only by the owners or employees of the commercial unit(s).

NOW THEREFORE, BE IT RESOLVED, this 6th day of October, 2005 by the Long Beach Township Land Use Board that:

1. The application of KAREN SPINELLI, for the lands and premises owned by Luciano Bacchia, known as Lot 1 in Block 13.02 on the Official Tax Map of Long Beach Township, which premises are located at 8701 Long Beach Boulevard, Brighton Beach, New Jersey for Final Major Site Plan Approval to permit the construction of a new building to contain a food marketplace and restaurant and two dwelling units is hereby granted in accordance with the application and plans as submitted by the applicant;

2. The applicant comply with all requirements of the Long Beach Township Engineer, as set forth in the Township Engineer's Report dated August 24, 2005, and such further requirements that the Long Beach Township Engineer may require during the course of construction;

3. That the number of seats both inside the premises and on the decking never exceed 56;

4. That the applicant record a Deed specifically restricting the use of the proposed dwelling units to be located above the commercial use be utilized only by the owners or employees of the commercial unit(s);

5. Any Deeds or other documents required by these conditions be approved in advance of recording in the Ocean County Clerk's Office by the attorney for the Long Beach Township Land Use Board and the Township Engineer and proof of recording with the County Clerk shall be filed with this Board;

6. The applicant obtain the following approvals:
   a. Ocean County Planning Board;
   b. Long Beach Township Tax Assessor;
   c. Long Beach Island Soil Conservation District;
   d. Long Beach Township Sewer Authority; and
   e. Such other outside agency approval, as may be required;

7. If another governmental agency grants a waiver or variance of a regulation effecting this approval of the conditions attached to it, then this Board shall have the right to review that issue, as it relates to this approval and these conditions, and may modify or amend the same;

8. The applicant post any and all required performance bonds and/or maintenance guarantees, as well as any and all inspection fees required by the Township Engineer, the Construction Code Official, the Building Officer and/or as required by the Land Use Ordinances of the Township of Long Beach; the amounts of the said bonds and inspection fees shall be determined by the Township Engineer and shall be in the forms approved by the Township Attorney;

9. All Codes and Ordinances be complied with, other than as varied herein.

This Resolution is intended to memorialize the action taken by the Long Beach Township Land Use Board of September 1, 2005.

Moved by: ALTMAN

Seconded by: WARD

ROLL CALL VOTE:

Ayes: ALTMAN, KONNOR, WARD AND TERNYILA

Nays: NONE

Certified to be a true copy of a Resolution adopted at a Regular Meeting of the Land Use Board held on October 6, 2005.

Dated: October 6, 2005

David Ward, Secretary

PUBLICATION DATE: OCTOBER 12, 2005

APPROVED
LAND USE BOARD
Date Dec 7, 2006

APPLICATION NO. LUB 32-05PFA 2749

LONG BEACH TOWNSHIP LAND USE BOARD
RESOLUTION OF MEMORIALIZATION

WHEREAS, application has been made to the Long Beach Township Land Use Board by KAREN SPINELLI, the owner of the lands and premises known and designated as Lot 1 in Block 13.02 on the Official Tax Map of Long Beach Township, which premises are located at 8701 Long Beach Boulevard, Brighton Beach, New Jersey, for Amended Major Site Plan Approval to permit the relocation of the newly constructed building containing a food marketplace with a restaurant to provide for a rear yard setback of 8 feet rather than 10 feet as was approved; and

WHEREAS, the jurisdictional requirements of N.J.S.A. 40:55D-12 have been satisfied in that notice of this application has been given to all property owners within two hundred (200') feet of the property in question and notice of this application has been duly published in the Beach Haven Times, the official newspaper of the Township, all as required by law; and

WHEREAS, the Long Beach Township Land Use Board, after carefully considering the application, plans, exhibits and testimony presented by the applicants, as well as the representations of the applicants' attorney, Reginald J. Raban, Esquire, and members of the public, at the hearing conducted on November 2, 2006 has made the following findings of fact:

(1) The premises have the dimensions of 60 feet by 85 feet for a total lot area of 5,100 square feet;

(2) The premises are located at 8701 Long Beach Boulevard, Brighton Beach, and are in the C General Commercial Zone;

(3) The premises contain a newly constructed building containing a food marketplace with a restaurant;

(4) The Board incorporates herein by reference the plans prepared by Horn, Tyson & Yoder, Inc. entitled, "Site Plan Lot 1, block 13.02 Tax Map Sheet #15 Long Beach Township Ocean County, New Jersey" dated 5/5/2003 and bearing the latest revision date of 6/20/2006;

(5) The Board accepts the reports of its Engineer, Frank Little, Jr., dated October 19, 2006, and hereby incorporates same herein by reference.

(6) The applicant received Final Major Site Plan Approval pursuant to Resolution of Memorialization LUB 32-05PF on September 1, 2005 and;

(7) The Board accepts the testimony of the applicant's Engineer who explained that an honest mistake took place during the course of construction which resulted in the building being located 8.00 feet from the rear lot line rather than 10.00 feet from the rear lot line and now requires a bulk variance for the same;

(8) The Board notes that location of the building in it's present location does not present any problems for any dwellings or other owners in the neighborhood and does not negatively impact on anyone's light or air;

(9) The Applicant testified that the State Fire Inspector required the trash dumpster to be removed from underneath the building and that the dumpster was moved to the northerly side of the property, underneath a neighbor's kitchen window.

(10) The Board finds that the trash dumpster should be smaller in size and relocated from the location near the neighboring residences to the area where the residential trash cans are stored on the premises, so that the dumpster will not be offensive to the neighboring homes;

(11) The denial of the bulk variance requested will deprive the applicant of a fair and reasonable use of their premises without any corresponding benefit to the public good.

(12) The Board specifically finds that the marketplace and restaurant satisfies a need in Long Beach Township to provide commercial uses to benefit the citizens;

(13) The Board notes, however, that the Township did incur the costs of having the Engineer review the plans as submitted and, therefore, the request by the Applicant that the preliminary and final major site plan fees be waived are hereby denied.

NOW THEREFORE, BE IT RESOLVED, this 7th day of December, 2006 by the Long Beach Township Land Use Board that:

1. The application of KAREN SPINELLI, for the lands and premises known as Lot 1 in Block 13.02 on the Official Tax Map of Long Beach Township, which premises are located at 8701 Long Beach Boulevard, Brighton Beach, New Jersey for Amended Major Site Plan Approval and bulk variance to permit the retention of the newly constructed building containing a food marketplace with a restaurant a distance of 8 feet from the rear lot line, is hereby granted in accordance with the application and plans as submitted by the applicant;

2. The applicant comply with all requirements of the Long Beach Township Engineer, as set forth in the Township Engineer's Report dated

October 19, 2006, and such further requirements that the Long Beach Township Engineer may require during the course of construction;

3. That the applicant obtain a smaller trash dumpster and re-locate the same to the area where the residential trash cans are located as directed by the Township Engineer;

4. The applicant obtain all required outside agency approvals;

5. If another governmental agency grants a waiver or variance of a regulation effecting this approval of the conditions attached to it, then this Board shall have the right to review that issue, as it relates to this approval and these conditions, and may modify or amend the same;

6. The applicant post any and all required performance bonds and/or maintenance guarantees, as well as any and all inspection fees required by the Township Engineer, the Construction Code Official, the Building Officer and/or as required by the Land Use Ordinances of the Township of Long Beach; the amounts of the said bonds and inspection fees shall be determined by the Township Engineer and shall be in the forms approved by the Township Attorney;

7. All Codes and Ordinances be complied with, other than as varied herein.

This Resolution is intended to memorialize the action taken by the Long Beach Township Land Use Board of November 2, 2006.

Moved by: MORAN

Seconded by: WARD

ROLL CALL VOTE:

Ayes: APPLEGATE, HARLE, KONNOR, VANBUREN, WARD, MORAN AND TERNYILA

Nays: NONE

Certified to be a true copy of a Resolution adopted at a Regular Meeting of the Land Use Board held on December 7, 2006.

Dated: December 7, 2006.

David Ward, Secretary

PUBLICATION DATE: DECEMBER 13, 2006

APPROVED
LAND USE BOARD
Date March 11, 2020

APPLICATION NO. LUB 6-20

LONG BEACH TOWNSHIP LAND USE BOARD
RESOLUTION OF MEMORIALIZATION

WHEREAS, application has been made to the Long Beach Township Land Use Board by PINZIMINIO, INC., for the lands and premises owned by Karen DeGilio, known and designated as Lot 1 in Block 13.02 on the Official Tax Map of Long Beach Township, which premises are located at 8701 Long Beach Boulevard, Brighton Beach, New Jersey, for Amendment to the Site Plan. The Applicant is seeking removal of the Deed Restriction imposing a condition restricting the use of the proposed dwelling units to be located above the commercial use be utilized only by the owners or employees of the commercial unit and Waivers to submitting certain Site Plan application requirements; and

WHEREAS, the jurisdictional requirements of N.J.S.A. 40:55D-12 have been satisfied in that notice of this application has been given to all property owners within two hundred (200') feet of the property in question and notice of this application has been duly published in the Beach Haven Times, the official newspaper of the Township, all as required by law; and

WHEREAS, the Long Beach Township Land Use Board, after carefully considering the application, plans, exhibits and testimony presented by the applicants, as well as the representations of the applicants' attorney, James S. Raban, Esquire, and members of the public, at the hearing conducted on February 12, 2020 has made the following findings of fact:

1. The premises are owned by Karen DeGilio.

2. The premises has the dimensions of 60 feet by 85 feet for a total lot area of 5,100 square feet.

3. The premises are located at 8701 Long Beach Boulevard, Brighton Beach, and are in the C General Commercial Zone.

4. The premises are developed as a Restaurant, known as Pinziminio Trattoria, and has two (2) dwelling units located above the commercial use.

5. The Long Beach Township Land Use Board approved the application for Preliminary Site Plan Approval, variances, and design waivers, pursuant to Resolution of Memorialization LUB 32-05P on August 4, 2005, which Resolution of Memorialization is incorporated herein.

6. The Long Beach Township Land Use Board approved the application for Final Site Plan Approval, variances, and design waivers, pursuant to Resolution of Memorialization LUB 32-05PF on October 6, 2005, which Resolution of Memorialization is incorporated herein.

7. The Long Beach Township Land Use Board Resolution of Memorialization LUB 32-05PF, found in part that:

> "... (10) The Board finds that the dwelling units as proposed are in furtherance of the commercial uses and therefore, are necessary in the resort area; and
>
> (11) The Board wants to make sure that the proposed dwelling units to be located above the commercial use be utilized only by the owners or employees of the commercial units. ... "

8. In order to ensure that the proposed dwelling units located above the commercial use be utilized only by the owners or employees of the commercial units the Land Use Board imposed condition 4 which provides,

> "That the applicant record a Deed specifically restricting the use of the proposed dwelling units to be located above the commercial use be utilized only by the owners or employees of the commercial units."

9. In accordance with the Resolution of Memorialization LUB 32-05PF, the then applicant recorded a Deed dated December 7, 2005 which imposed the aforesaid Deed Restriction and was recorded in the Ocean County Clerk's Office on December 12, 2005 in Official Record Book 12954 at Page 1706.

10. The applicant is seeking approval from the Long Beach Township Land Use Board to remove the aforesaid Restriction limiting the two (2) dwelling units to be utilized only by the owners of the property or employees of the commercial unit at the site.

11. The Board finds a change in circumstances since its initial approval of the Site Plan in 2005 and that the Restriction in its Resolution is no longer required.

12. The Board notes that no residential owners objected to the development as proposed, and instead spoke in support of the application.

13. The Board specifically makes no findings and/or decisions regarding the impact to the Title and/or the Chain of Title of the Restrictive Covenant Recorded as the Jurisdiction of the Long Beach Township Land Use Board is limited to Land Use and Zoning matters only.

14. The Township Engineer has reviewed all of the proposed changes and has raised no objection to the same.

NOW, THEREFORE, BE IT RESOLVED, this 11th day of March, 2020, by the Long Beach Township Land Use Board that the condition limiting the two (2) dwelling units to be utilized only by the owners of the property or employees of the commercial unit at the site, be and the same is hereby removed from its prior Site Plan Approval.

This Resolution is intended to memorialize the action taken by the Long Beach Township Land Use Board on February 12, 2020.

Moved by: HUMMEL

Seconded by: CAPLICKI

ROLL CALL VOTE:

Ayes: HUMMEL, PINGARO, SCHNELL, JONES, CAPLICKI, DUCKER AND MEEHAN

Nays: NONE

Certified to be a true copy of a Resolution adopted at a regular meeting of the Long Beach Township Land Use Board held on March 11, 2020.

DATED: March 11, 2020

Ronald Pingaro, Secretary

PUBLICATION DATE: MARCH 19, 2020

OCEAN COUNTY CLERK'S OFFICE
RECORDING DOCUMENT
COVER SHEET

SCOTT M. COLABELLA
OCEAN COUNTY CLERK
P.O. BOX 2191
TOMS RIVER, NJ 08754-2191
(732) 929-2110
www.oceancountyclerk.com

INSTR # 2022007062
OR BK 18870 PG 436
RECORDED 01/19/2022 08:47:42 AM
SCOTT M. COLABELLA, COUNTY CLERK
OCEAN COUNTY, NEW JERSEY

OFFICIAL USE ONLY

DATE OF DOCUMENT: (*Enter Date as follows:00/00/0000*)
01/13/2022

TYPE OF DOCUMENT: *(Select Doc Type from Drop-Down Box)*
DEED

OFFICIAL USE ONLY - REALTY TRANSFER FEE

FIRST PARTY NAME: *(Enter Last Name, First Name)*
8701 LBI LLC
Wilk Family LLC
Egon & Family LLC

SECOND PARTY NAME: *(Enter Last Name, First Name)*
Island Time Condominiums
8701 LBI LLC
Wilk Family LLC
Egon & Family LLC

ALL ADDITIONAL PARTIES: *(Enter Last Name, First Name)*

RETURN NAME AND ADDRESS:
Wilson & Drexler, P.C.
PO Box 310
Ship Bottom, NJ 08008

This is not an official document

THE FOLLOWING SECTION IS REQUIRED FOR DEEDS ONLY

BLOCK: 13.02

LOT: 1

MUNICIPALITY: *(Select Municipality from Drop-Down Box)* LONG BEACH

CONSIDERATION: $ 0.00

MAILING ADDRESS OF GRANTEE: *(Enter Street Address, Town, State, Zip Code)*
Street Address 8701 Long Beach Blvd., Unit C Town Long Beach Twp. State NJ Zip 08008

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

ORIGINAL BOOK:

ORIGINAL PAGE:

(19d 220- cash

OCEAN COUNTY CLERK'S OFFICE RECORDING DOCUMENT COVER SHEET

Please do not detach this page from the original document as it contains important recording information and is part of the permanent record.

Prepared by:
HARRY J. DREXLER, JR.
Attorney at Law of New Jersey

MASTER DEED

Island Time Condominiums
Exemption No. 20196

This Master Deed is made the 13 day of January, 2022 in accordance with the provisions of N.J.S.A. 46:8B-1 et seq., by 8701 LBI LLC, WILK FAMILY LLC and EGON & FAMILY LLC, referred to as the Grantor.

1. SUBMISSION OF PROPERTY. Grantor, who is the owner in fee simple absolute of the land, building, and all other improvements constructed or to be constructed thereon, together with all easements, rights and appurtenances belonging thereto, and all other property, personal or mixed, intended for use in connection therewith, and described below and hereinafter collectively referred to as the Property, hereby submits the property to the provisions of N.J.S.A. 46:8B-1 et seq., hereinafter referred to as the Condominium Act, and further intending to thereby create covenants running with the land and binding Grantor and its successors and assigns forever.

2. NAME OF CONDOMINIUM. The name of the condominium is Island Time Condominiums.

3. DESCRIPTION OF LAND. The property is described in Schedule A attached to and made a part of this Master Deed.

4. The land and the improvements constructed on the land are set forth in the map showing a survey and unit identification plan of Lot 1, Block 13.02 on Tax Map of the Township of Long Beach, Ocean County, NJ attached to and made a part of this Master Deed and designated as **Exhibit 1**.

5. UNIT DESCRIPTION. The legal description of each Unit shall consist of the identifying location and letter as set forth in Exhibit 1 attached to and made a part of this Master Deed. Every deed, lease, mortgage or other instrument may legally describe a Unit by reference to the identifying location and letter as set forth in Exhibit 1, and every such description shall be deemed good and sufficient for all purposes as provided in the New Jersey Condominium Act.

a. The following provision is added to the unit description of the Master Deed: each unit also includes all built-in appliances, fixtures, doors, windows, interior walls and partitions, gypsum board and/or other facing material on the walls and ceilings thereof, the inner decorated and/or finished surface of the floors (including all flooring tile, ceramic tile, finished flooring, carpeting and padding) and all other improvements located within the unit, which are exclusively appurtenant to the unit, although all or part thereof may not be located within the unit, and shall include, but not be limited to the following individual appurtenances to the extent that they serve each individual unit only and not any other unit or any portion of the Common Elements:

(i) So much of the common heating, common plumbing and ventilating systems as extend from the interior surface of the walls, floors or ceilings into the unit;

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Schedule 'A'

BEGINNING at the intersection of the northerly line of Mermaid Lane (31 feet wide) and the easterly line of Long Beach Boulevard (170 feet wide), continuing thence

1. North 37 degrees 30 minutes 00 seconds East, along the easterly line of Long Beach Boulevard, 60.00 feet to a point in the southerly line of Delaware Avenue (50 feet wide); thence

2. South 52 degrees 30 minutes 00 seconds East, along the southerly line of Delaware Avenue, 85.00 feet to a point; thence

3. South 37 degrees 30 minutes 00 seconds West, 60.00 feet to a point in the northerly line of Mermaid Lane; thence

4. North 52 degrees 30 minutes 00 seconds West, along the northerly line of Mermaid Lane, 85.00 feet to the point and place of BEGINNING.

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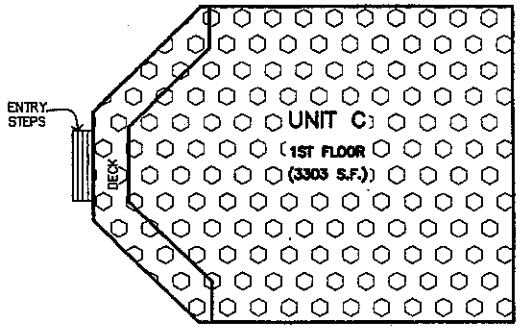
EXHIBIT 1



REV. 10-27-2021: UPDATE
REV. 10-15-2021: UPDATE

CERTIFY TO:

ISLAND TIME CONDOMINIUMS

and in concideration for the fee paid for making this survery. I hereby certify to its accuracy (except such easements if any, that may be located below the surface of the lands, or on the surface of the lands and not visible) as an inducement for any insuror of title, to insure the title of the lands and premises shown hereon.

Leon J. Tyszka P.L.S. # 35888

UNIT IDENTIFICATION PLAN

T.M. LOT 1 BLOCK 13.02

TAX MAP SHEET #15

BRIGHTON BEACH

LONG BEACH TOWNSHIP

OCEAN COUNTY, NEW JERSEY

NELKE / TYSZKA
LAND SURVEYORS, LLC

382 W. 9TH STREET - SUITE 4 - SHIP BOTTOM, NJ 08008

(609) 494-3474 FAX (609) 361-9231

LEON J. TYSZKA

P.L.S. # 35888

JOB NO:17-189	DATE:09-27-2021	SCALE: 1"=20'

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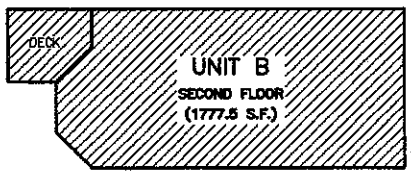

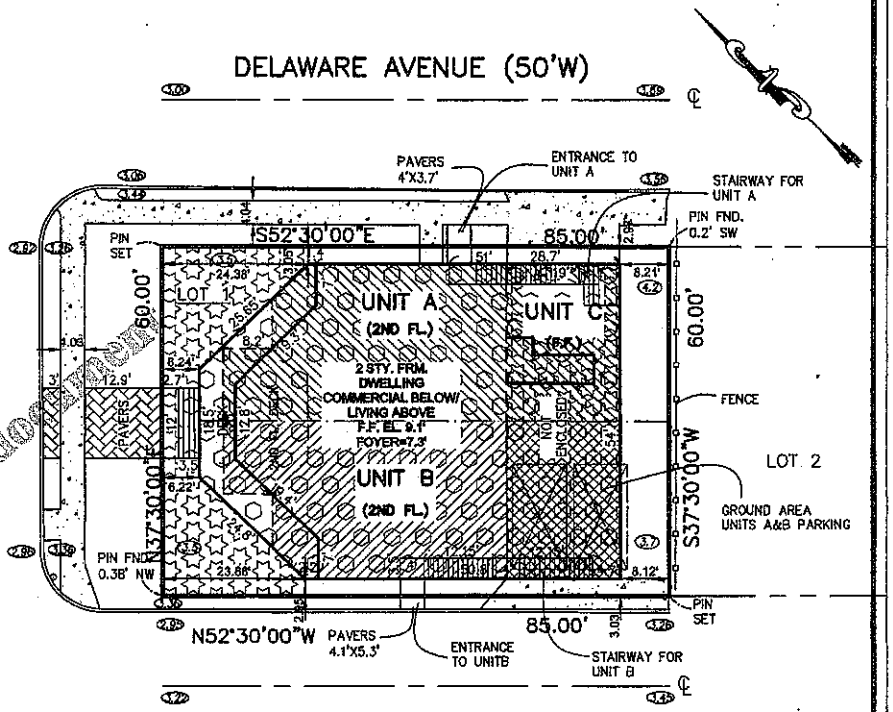

UNIT AREA ALLOTMENT

UNIT	AREA (s.f.)
A	1785.5 s.f.
B	1777.5 s.f.
C	3303 s.f.

GROUND AREA ALLOTMENT

COMMON AREA FOR A,B&C	806 s.f.
GROUND PARKING AREA FOR A&B	513 s.f.
GROUND AREA FOR C	1270 s.f.
TOTAL LOT AREA	5100 s.f.

(1988 DATUM)
FLOOD ZONE: AE
BASE FLOOD ELEV.: 8.0' (2006 MAPS)
PRELIMINARY FLOOD ZONE: AE
BASE FLOOD ELEV.: 8.0'
(INCORPORATED 3-28-2014)

⬭ DENOTES EXISTING ELEVATION

EXHIBIT 2
Island Time Condominiums

BY-LAWS
ARTICLE ONE
Plan of Ownership

SECTION ONE. UNIT OWNERSHIP. The Condominium, located at Lot **1** Block **13.02** on the Tax Assessment Map of the **Township of Long Beach**, County of Ocean and State of New Jersey and known as **Island Time Condominiums** is submitted to the provisions of N.J.S.A. 46:8B-1 et seq., known as the Condominium Act, by Master Deed recorded simultaneously herewith in the office of the county recording officer of Ocean County, New Jersey.

SECTION TWO. APPLICABILITY TO PROPERTY. The provisions of these by- laws are applicable to the Condominium, which term includes the land, the building and all other improvements thereon, all easements, rights and appurtenances belonging thereto, and all other property, personal or mixed, intended for use in connection therewith.

SECTION THREE. APPLICABILITY TO PERSONS. All present and future owners, lessees, and mortgagees, their employees and any other person who may use the facilities of the Condominium in any manner shall be subject to these by-laws, the Master Deed and relevant unit deeds.

Acquisition, rental or occupancy of any unit in the Condominium shall be sufficient to signify acceptance and ratification of the provisions of the aforementioned instruments and an agreement to comply therewith.

SECTION FOUR. OFFICE. The office of the Condominium and of the association of unit owners, herein after called the Association, shall be located at 8701 Long Beach Blvd., Unit C, Long Beach Twp., New Jersey 08008.

ARTICLE TWO
GOVERNING BOARD

SECTION ONE. NUMBER AND QUALIFICATIONS. The affairs of the Condominium shall be administered and managed by the association of owners, all power and authority of which shall be exercised through a governing board. The governing board shall be composed of one representative of each Condominium unit. The representatives shall be owners, co-owners, spouses of owners or mortgagees of units, or, in the case of corporate owners of mortgagees of units, officers, directors, shareholders or employees of such corporations.

SECTION TWO. POWERS AND DUTIES. The governing board shall have the powers and duties necessary for the administration of the affairs of the Condominium and may do all such acts and things as are not, by law, by the Master Deed, or by these by-laws, directed to be exercised and done by the owners. The powers and duties to be exercised by the governing board shall include, but shall not be limited to, the following:

(a) Maintenance, repair, replacement, cleaning and sanitation of the Common Elements;
(b) Determination, assessment and collection of funds for common expenses and payment of such expenses;
(c) Adoption, distribution, amendment and enforcement of rules governing the use of the Common Elements, subject to the right of a majority of unit owners to change any such rules;
(d) Procurement and maintenance of insurance as hereinafter provided;
(e) Maintenance of accounting records, in accordance with generally accepted accounting principles, which records shall be made available for inspection by unit owners and mortgagees at all reasonable times.

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(f) Authorization and prosecution, in the name of the Association, of any and all actions and proceedings deemed necessary or appropriate in furtherance of the interests of unit owners generally, including suits to foreclose liens for nonpayment of common changes or to recover money judgments for unpaid common charges;
(g) Entry into any and all contracts deemed necessary or appropriate in furtherance of the interests of unit owners generally;
(h) Employment and dismissal of personnel deemed necessary or appropriate for the maintenance and operation of the property, the Common Elements and the limited Common Elements;
(i) Establishment of bank accounts in the name of the Condominium and authorization of signatories therefor;
(j) Purchasing, leasing or otherwise acquiring, in the name of the governing board, or its designee, corporate or otherwise, on behalf of all unit owners, units offered for sale, lease or surrender by their owners to the governing board;
(k) Purchasing units at foreclosure or other judicial sale in the name of the governing board or its designee, corporate or otherwise, on behalf of all unit owners.
(l) Selling, leasing, mortgaging or otherwise dealing with units acquired by, and subleasing apartment units leased by the governing board or its designee, corporate or otherwise, on behalf of all unit owners;
(m) Organizing corporations to act as designees of the governing board in acquiring title to or leasing units on behalf of all unit owners;
(n) Contracting for repairs of and additions and improvements to the property, and for repairs to and restoration of the property in accordance with the provisions of these by-laws, after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings;

SECTION THREE. ELECTION AND TERMS OF OFFICE. At the first annual meeting of the Association, the terms of office of the governing board shall be fixed as follows: three (3) members shall serve for a term of one (1) year; each unit owner shall elect one (1) member to the Board.

SECTION FOUR. VACANCIES. Vacancies in the governing board caused by any reason other than the removal of a member by vote of the Association shall be filled by vote of the majority of the remaining board members, even though they may constitute less than a quorum; each person so elected shall hold office until a successor is elected at the next annual meeting of the Association.

SECTION FIVE. REMOVAL OF BOARD MEMBERS. At any regular or special meeting duly called, any one or more members of the governing board may be removed with or without cause by a majority of unit owners and a successor may then and there be elected to fill the vacancy so created. Any board member so elected shall serve for the unexpired term of his predecessor in office. Any member whose removal has been proposed by the owners shall be given an opportunity to be heard at the meeting at which a vote is to be taken on the issue of his removal.

SECTION SIX. ORGANIZATION MEETING. The first meeting of the governing board shall be held at a mutually convenient time and place as determined by the Unit Owners. Said meeting also may be conducted remotely via Zoom (or other similar method) or via telephone conference at which board members are elected. No notice shall be necessary to the newly elected governing board in order legally to constitute such a meeting, providing a majority of the board shall be present.

SECTION SEVEN. REGULAR MEETINGS. Regular meetings of the governing board may be held at such times and places as shall from time to time be determined by the board; provided, however, that at least one such meeting shall be held during each calendar year. Notice of each regular meeting of the governing board shall be given to each board member personally, or by mail, telephone, or telegraph, at least five days prior to the date of such meeting.

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SECTION EIGHT. SPECIAL MEETINGS. Special meetings of the governing board may be called by the president and shall be called by the president or secretary on the written request of at least two board members, on five days notice to each board member, given personally or by mail, telephone or telegraph. Any such notice shall state the time, place and purpose of the meeting.

SECTION NINE. WAIVER OF NOTICE. Any board member may at any time waive notice to any meeting of the governing board in writing, and any such written waiver shall be deemed equivalent to the giving of the notice required herein. Attendance by any board member of any meeting of the board shall constitute a waiver by him of notice of the time and place thereof. If all board members are present at any meeting of the board, no notice shall be required and any business may be transacted at any such meeting.

SECTION TEN. QUORUM OF BOARD OF MANAGERS. At all meetings of the governing board, a majority of the board shall constitute a quorum for the transaction of business and the acts of a majority of members present at a meeting at which a quorum is present shall constitute the acts of the board. If at any meeting of the governing board there be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

SECTION ELEVEN. COMPENSATION. The members of the governing board shall serve without compensation.

SECTION TWELVE. LIABILITY OF GOVERNING BOARD. Members of the governing board shall not be liable to unit owners for mistakes in judgment, for negligence, or otherwise, except for their own willful misconduct or bad faith. Nor shall members of the governing board be personally liable with respect to any contract made by them on behalf of the Association, and unit owners shall indemnify the governing board, and each member thereof, against all contractual liability to third parties arising out of contracts made by the governing board on behalf of the Association. However, such indemnification shall not extend to any contract made in bad faith or contrary to the provisions of the Master Deed or of these By-Laws. The liability of each unit owner arising out of any contract made by the governing board, or out of the aforesaid indemnification of the members of the governing board, shall be the proportion of the total liability that such unit owner's interest in the Common Elements bears to the interests of all unit owners in the Common Elements. Every agreement made by the governing board or by any managing agent or manager employed by the governing board on behalf of the Condominium shall provide that the members of the governing board, or the managing agent or manager, as the case may be, are acting only as agents for the unit owners, and shall have no personal liability thereunder except as unit owners, and shall further provide that each unit owner's liability thereunder is limited to the proportion of the total liability thereunder that his interest in the Common Elements bears to the interests of all unit owners in the Common Elements.

ARTICLE THREE
UNIT OWNERS

SECTION ONE. ANNUAL MEETINGS. The annual meetings of the Association shall be held on mutually convenient date and time. At such meetings, there shall be elected, by ballot of the owners, a governing board in accordance with the requirements of Section Three of Article Two of these by-laws. The owners may also transact such other business of the Association as may properly come before the meeting.

SECTION TWO. SPECIAL MEETINGS. The president may, and shall, if directed by resolution of the governing board or by petition signed and presented to the secretary by unit owners owning a total of at least one hundred percent (100%) of the common interest, call a special meeting of the Association. The notice of any special meeting shall state the time and place of the meeting and the purpose thereof. No business shall be

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transacted at a special meeting except as stated in the notice, unless by consent, either in person or by proxy, of unit owners owning at least one hundred percent (100%) of the common interest.

SECTION THREE. PLACE OF MEETINGS. Meetings of the Association shall be held at the principal office of the Association, or at such other suitable place convenient to the owners as may be designated by the board of managers.

SECTION FOUR. NOTICE OF MEETINGS. It shall be the duty of the secretary to mail a notice of each annual or special meeting, stating the purpose, the time and the place thereof, to each unit owner, at least five, but not more than ten days prior to such meeting. The mailing of a notice in the manner provided in this section shall be considered notice served.

SECTION FIVE. QUORUM. At all meetings of the Association, a majority of unit owners shall constitute a quorum for the transaction of business and the acts of a majority of unit owners present at a meeting at which a quorum is present shall be the acts of the Association for all purposes except those for which the approval of a higher percentage is required by these by-laws, by the Master Deed, or by law. If, at any meeting of unit owners, less than a quorum is present, a majority of unit owners present may adjourn the meeting to a time not less than twenty-four (24) hours from the time the original meeting was called. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

SECTION SIX. BINDING ARBITRATION. If the governing board disagrees and reached an impasse on any matters requiring action by the board, the matter shall be submitted to binding arbitration before the American Arbitration Association and the board shall be bound by the determination of the arbitrator.

SECTION SEVEN. ORDER OF BUSINESS. The order of business at all meetings of the Association shall be as follows:

(a) Roll call.
(b) Proof of notice of meeting or waiver of notice.
(c) Reading of minutes of preceding meeting.
(d) Reports of Officers
(e) Report of governing board
(f) Reports of committees
(g) Election of inspectors of election (when appropriate)
(h) Election of members of governing board
(i) Unfinished business
(j) New business

SECTION EIGHT. VOTING. The owner or owners of each unit, or some person appointed by such owner or owners to act as proxy on his or their behalf, shall be entitled to cast the vote appurtenant to each such unit at all meetings of unit owners. The appointment of any proxy shall be made in a writing filed with the secretary. Each unit owner is entitled to one (1) vote, which shall be equal to the other.

SECTION NINE. TITLE TO UNITS. Title to Units may be acquired and held in the name of an individual, in the name of two or more persons or joint tenants, tenants-in-common, or tenants by the entireties, or in the name of a corporation, a partnership, a limited liability company or a fiduciary.

ARTICLE FOUR
OFFICERS

SECTION ONE DESIGNATION. The principal officers of the Association shall be a president, vice president, and a secretary, all of whom shall be elected by and from the governing board. The governing board may also appoint such other officers as in its judgment may be necessary.

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SECTION TWO. ELECTION OF OFFICERS. The officers of the Association shall be elected annually by the governing board at the organizational meeting of each new board and shall hold office at the pleasure of the board.

SECTION THREE. REMOVAL OF OFFICERS. On the affirmative vote of a majority of the members of the governing board, any officer may be removed with or without cause, and his successor may be elected at any regular meeting of the governing board or at any special meeting of the board called for that purpose.

SECTION FOUR. PRESIDENT. The president shall be the chief executive officer of the Association. He shall preside at all meetings of the governing board and of unit owners. He shall have all general powers and duties that are incident to the office of president of a business corporation organized under Title 14A of the New Jersey Statutes, including, but not limited to the power to appoint committees from among the owners from time to time as he may deem appropriate to assist in the conduct of the affairs of the Association.

SECTION FIVE. VICE PRESIDENT. The vice president shall take the place of the president and perform his duties whenever the president shall be absent or unable to act. If neither the president nor the vice president is able to act, the governing board shall appoint some other member of the board to do so on an interim basis. The vice president shall also perform such other duties as may, from time to time, be imposed upon him by the governing board.

SECTION SIX. SECRETARY. The secretary shall keep the minutes of all meetings of the governing board and of unit owners; he/she shall have charge of such books and papers as the governing board may determine; and he/she shall, in general, perform all duties incident to the office of secretary of a business corporation organized under Title 14A of the New Jersey Statutes.

SECTION SEVEN. COMPENSATION. The officers shall serve without compensation.

ARTICLE FIVE
OPERATION OF PROPERTY

SECTION ONE. DETERMINATION OF COMMON CHARGES. The governing board shall from time to time, and at least annually, prepare a budget for the Association, which budget shall include projections of common expenses, common revenues (from sources other than assessments of unit owners), the amount of common charges required to meet the excess of the former over the latter, and an allocation and assessment of such common charges against unit owners as provided in the Master Deed. As used in these by-laws, the term "common expenses" or "common charges" shall mean expenses or charges for which unit owners are proportionately liable and shall include but not be limited to the following:

a) All expenses of administration, maintenance, repair and replacement of the Common Elements.
b) Insurance premiums on all policies of insurance obtained by the governing board, managing agent or manager, as the case may be, pursuant to Sections Twelve and Thirteen of this article.
c) Working capital reserve.
d) General operating reserve.
e) Repair and replacement reserve.
f) Reserve for deficits accrued in prior years.
g) All other amounts that the owners may agree upon or that the governing board may deem necessary or appropriate for the operation, administration and maintenance of the Condominium.
h) All other amounts designated common expenses by the Master Deed, by these by-laws or by law.

The governing board shall furnish copies of the budget on which the allocations and assessments of common charges are based to all unit owners and mortgagees.

SECTION TWO. COLLECTION OF ASSESSMENTS. The governing board shall assess common charges against the unit owners from time to time, and at least annually, and shall advise each unit owner in writing of the amount of common charges payable by him. If any common charge remains unpaid for more than thirty (30) days from the date due, the governing board shall take prompt action to collect the same.

SECTION THREE. COMMON SURPLUS. If in any taxable year the net income to the Association from assessments and all other sources except casualty insurance proceeds and other nonrecurring items exceeds the sum of (a) total common expenses for which payment has been made or liability incurred within the taxable year, and (b) reasonable reserves for common expenses in the next succeeding taxable year as may be determined by the governing board, such excess shall be returned forthwith to unit owners, the share of each being in proportion to the amount of assessments for common expenses paid by him within the taxable year.

SECTION FOUR. LIABILITY FOR ASSESSMENTS. All unit owners are obligated to pay the common charges assessed by the governing board at such times as the board may determine. No unit owner may exempt himself from liability for any assessment for common charges by waiver of the use or enjoyment of any of the Common Elements or by abandonment of his unit. However, any owner of a unit that is free and clear of all liens and encumbrances other than a first mortgage and the statutory lien for unpaid common charges, may, subject to the provisions of these by-laws, convey such unit to the governing board or its designee, corporate or otherwise, as grantee on behalf of all other unit owners, and such conveyance shall exempt the owner from liability for any common charges assessed thereafter. In all voluntary conveyances of units, the grantee shall be jointly and severally liable with the grantor, for all unpaid assessments against the latter for his share of common expenses up to the time of the grant or conveyance, without prejudice to the grantee's right to recover over against the grantor for any amounts paid by the grantee. However, any such grantee, or any mortgagee, shall be entitled, within ten (10) days after making request therefor, to a certificate from the governing board or the managing agent or manager, as the case may be, setting forth the amount of unpaid assessments pertaining to such unit, and in such event, any person other than the grantor who relies on such certificate shall be entitled to relay thereon, and shall not be liable for any amounts in excess of the amount stated therein. A mortgagee or other purchaser of a unit at a foreclosure sale shall not be liable for nonpayment of any common charges assessed prior to the date of the foreclosure sale, and such unit shall not be subject to a lien for nonpayment of charges.

SECTION FIVE. DEFAULT IN PAYMENT OF COMMON CHARGES. In the event a unit owner shall fail for thirty (30) days following the due date thereof, to pay to the governing board the common charges assessed against his unit, such unit owner shall be deemed in default and shall be obligated to pay interest at the legal rate on such common charges from the due date thereof, together with all expenses, including reasonable attorney's fees, incurred by the governing board in any proceeding brought to collect the same, or to foreclose a lien for nonpayment thereof.

SECTION SIX. FORECLOSURE OF LIENS FOR UNPAID COMMON CHARGES. It shall be the right and duty of the governing board to attempt to recover unpaid common charges, together with interest thereon, and expenses of the proceeding, including reasonable attorney's fees, in an action brought against any unit owner in default on his obligation to pay the same, or by foreclosure of the lien on any unit in respect to which such default has occurred provided for in Section 46:8B-21 of the New Jersey Statutes. In any such foreclosure, the unit owner shall be required to pay a reasonable rental for the unit for the period beginning with the initial default and ending with satisfaction of amounts secured by such lien from the proceeds of the sheriff's sale. Any unpaid common expenses remaining uncollectible for more than sixty (60) days after such sheriff's sale may be assessed by the governing board as common expenses to be collected from all unit owners including the purchaser who acquires title at the sheriff's sale, his successors and assigns. The governing board, acting on behalf of all unit owners,

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shall have power to bid on and to purchase any unit offered for sale at a sheriff's sale, and to acquire, hold, lease, mortgage, convey or otherwise deal with the same. Suit to recover a money judgment for unpaid common charges shall be maintainable without foreclosing or waiving the lien securing the same, and foreclosure shall be maintainable notwithstanding the pendency of a suit to recover a money judgment.

SECTION SEVEN. MAINTENANCE AND REPAIR.

(a) Every owner shall promptly perform all maintenance and repair work within his own unit, which if omitted would affect any common element, any portion of the property belonging to other owners or the project as a whole, being expressly responsible for all damages and liabilities that any failure to repair or maintain may engender.
(b) All maintenance, repairs and replacements to the Common Elements, whether located inside or outside individual units, shall be the responsibility of the governing board and shall be charged to all unit owners as common expenses unless such maintenance, repairs or replacements are necessitated by the negligence or misconduct of individual unit owners, in which case they shall be the responsibility of, and shall be charged to such individual unit owners.
(c) Each unit owner shall be responsible for and reimburse the Association for any expenditures incurred in repairing or replacing any common element damaged through his fault.
(d) In the event there is any damage to an individual unit, not effecting the integrity or safety of the entire building or the other unit, including but not limited to roof leaks, broken shingles and/or broken windows and all other items solely affecting one unit and not impacting upon of the other units shall be repaired at the expense of the Association.

SECTION EIGHT. USES OF UNITS.

(a) Units A & B shall be used for residential enterprises and Unit C shall be used for commercial purposes.
(b) Residents keeping domestic animals must abide by municipal sanitary regulations.
(c) Owners shall not take or cause to be taken within their units any action that would jeopardize the soundness or safety of any part of the Condominium property or impair any easement or right appurtenant thereto, or affect the Common Elements without the unanimous consent of all unit owners who might be affected thereby.
(d) Owners shall not permit anything to be done or kept in their units that would increase the rate of fire insurance thereon or on the Condominium as a whole.
(e) No immoral, improper, offensive or unlawful uses shall be made of Condominium property or any part thereof and each unit owner, at his own expense, shall comply with, perform and duly satisfy all municipal, state and federal laws, statutes, ordinances, regulations, orders or requirements affecting his unit.
(f) All units must maintain a temperature of 55 degrees at all times
(g) No clothing or towels shall be hung over the deck
(h) No inoperable or derelict motor vehicles can be stored or serviced at the property.
(i) No storage of oil or any hazardous materials are permitted at the property.
(j) The hours of commercial operations in Unit C shall be from 9:00 AM to 9:00 PM daily.
(k) Unit owners shall be permitted three (3) dogs not to exceed 40 pounds each or two (2) dogs not to exceed 70 pounds each or one dog not to exceed 100 pounds. Unit owners may have up to three (3) cats

SECTION NINE. RIGHT OF ACCESS. The Association shall have, and shall exercise through the manager, managing agent, or other person or persons authorized by the Governing Board, a right of access to each unit from time to time during reasonable hours, to maintain, repair, or replace any Common Element therein or accessible there

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from, or to make emergency repairs necessary to prevent damage to Common Elements or to any other unit or units, or to correct any condition in violation of the provisions of any mortgage secured by any other unit. Requests for access shall be made in advance and shall be scheduled for times convenient to the owner except that in case of emergencies, right of access shall be immediate, and shall exist whether the unit owner is present at the time or not.

SECTION TEN. MODIFICATIONS BY GOVERNING BOARD. Whenever in the judgment of the governing board the Common Elements require additions or alterations, the making of such additions or alterations shall require approval by a majority of unit owners. After such approval has been obtained, the governing body shall proceed with the additions or alterations and the costs thereof shall be treated as common expenses.

SECTION ELEVEN. REPAIR OR RECONSTRUCTION. In the event of any damage to or destruction of any improvements on the Condominium Property or any part thereof, or any common element or elements or any part thereof, required by the Master Deed, these by-laws, or by law to be insured by the Association, such improvements, including individual units therein, but excluding furniture, fixtures, decorations, and equipment installed or placed therein by unit owners, or Common Elements, shall be promptly repaired and restored by the governing board using the proceeds of such insurance.

SECTION TWELVE. FIRE AND EXTENDED COVERAGE INSURANCE, INCLUDING FLOOD INSURANCE. The Governing Board of the Association, or the managing agent or manager, as the case may be, shall obtain and continue in effect insurance against loss by fire and other casualties normally covered under the broad form fire and extended coverage insurance as written in New Jersey and separate flood insurance, if applicable, covering all Common Elements, all structural portions of the condominium property, in an amount not less than one hundred (100%) percent of the replacement value thereof, if available, if not available, then the limits will be for the maximum amount available. The premiums of such insurance shall be a Common Expense to be paid by monthly assessments levied by the Governing Board. Any insurances, riders and/or endorsements that are specific to the commercial space and/or operation of a business including but not limited to product liability insurance and/or loss of business insurance, shall be the responsibility of the Owner of Unit C. In addition, each Unit Owner shall be required to maintain a "walls-in" fire and liability policy for the benefit of the Unit Owner.

SECTION THIRTEEN. LIABILITY INSURANCE. The Governing Board of the Association shall obtain and continue in effect insurance against liability for personal injury and death and for damaged property arising from accidents occurring within the Common Elements in such amounts as shall be determined by the Governing Board. The premiums for such insurance shall be a Common Expense.

SECTION FOURTEEN. RIGHT OF OWNERS TO INSURE UNITS. Any insurance obtained or maintained by the governing board, managing agent or manager, as the case may be, shall be without prejudice to the rights of unit owners to obtain and maintain such unit insurance as they see fit.

SECTION FIFTEEN. RULES OF CONDUCT. Rules and regulations concerning the use of the Common Elements and of individual units may be promulgated and amended from time to time by the governing board with the approval of a majority of unit owners.

SECTION SIXTEEN. ABATEMENT OF VIOLATIONS. Violation of any provision of the Master Deed, of a unit deed, of these by-laws, or of any rule or regulation adopted pursuant hereto, shall give the governing board, acting on behalf of all unit owners, the right, in addition to any other rights set forth herein:

(a) To enter any unit in or as to which such violation or breach exists and to summarily abate and remove, at the expense of the defaulting unit owner, any thing or condition constituting such violation or breach, and the governing board shall not be deemed guilty of trespass in so doing; or

(b) To enjoin, abate, or remedy the continuance of such violation or breach by appropriate legal proceedings or to bring an action for recovery of damages.

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SECTION SEVENTEEN. NOTICE OF INSURANCE TO INSTITUTIONAL LENDER. Insurance policies held by the Condominium Association shall include a listing of institutional lenders as their interests may appear.

ARTICLE SIX
EMINENT DOMAIN

SECTION ONE. CONDEMNATION OF COMMON ELEMENTS. If all or any part of the Common Elements or limited Common Elements is taken or injured by eminent domain, each unit owner shall be entitled to notice of such taking thereto. Any damages shall be for the taking, injury or destruction as a whole and shall be collected by the governing board. If those unit owners entitled to exercise one hundred percent (100%) or more of the total voting power of the Association duly and promptly approve the repair and restoration of the Common Elements or limited Common Elements, the governing board shall contract for such repair and restoration and shall disburse the proceeds of the award in appropriate progress payments to contractors engaged in such repair and restoration. If the proceeds of the award are insufficient to defray the entire expense of repair and restoration, the excess of such expense over such proceeds shall be treated as a common expense. In the event that those unit owners entitled to exercise one hundred percent (100%) of the total voting power of the Association do not duly and promptly approve the repair and restoration of the Common Elements, the net proceeds shall be divided by the governing board among all unit owners in proportion to their respective common interests, paying out of the share of each unit owner the amount of any unpaid liens on his unit in the order of priority of such liens.

SECTION TWO. CONDEMNATION OF UNITS. If all or any part of any unit or units, other than undivided interest or interest in the Common Elements and limited Common Elements appurtenant thereto, shall be taken, injured or destroyed by eminent domain, each unit owner so affected shall be entitled to a notice of such taking and to participate directly in the proceedings incident thereto. Any damages shall be payable directly to such owner or owners.

SECTION THREE. The disbursement of net proceeds resulting from condemnation of Common Elements or condominium units shall be made first to any institutional lenders and then to unit owners only with the written consent of the institutional lenders.

ARTICLE SEVEN
RECORDS

SECTION ONE. RECORDS. The manager, managing agent and governing board shall keep detailed records of all actions of such manager, managing agent and governing board, as well as minutes of the meetings of the governing board, minutes of the meetings of the Association and financial records and books of account of the Association, kept in accordance with generally accepted accounting principles. Such records shall include a chronological record of all receipts and disbursements. A separate account shall also be kept for each unit containing, among other things, the amount of each assessment against such unit, the date when due, amounts paid thereon, and the balance remaining due. It is anticipated that the only common expense will be for payment of liability insurance premiums.

ARTICLE EIGHT
MISCELLANEOUS

SECTION ONE. NOTICES. All notices required or permitted to be sent to the governing board shall be sent by registered or certified mail in care of the manager or managing agent, or if there is not manager or managing agent, to the office of the governing board at c/o 8701 Long Beach Blvd., Unit C, Long Beach Twp., New Jersey 08008, or to such other address as the governing board may, from time to time, designate. All notices required or permitted to be sent to any unit owner shall be sent by registered or certified mail to the Condominium or to such other address as such owner

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may have designated in writing to the governing board. All notices to unit mortgagees shall be sent by registered or certified mail to their respective addresses, as maintained by the secretary in the book entitled "Mortgagees of Units." All notices shall be deemed to have been given when mailed, except notices of change of address which shall be deemed to have been given when received.

SECTION TWO. WAIVER. No restriction, condition, obligations or provision contained in these by-laws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations and failures to enforce that may occur.

SECTION THREE. INVALIDITY. If any provision or provisions of these by-laws is or are declared invalid, such invalidity shall in no way impair or affect the validity, enforceability or effect of the remaining provisions of these by-laws.

SECTION FOUR. CAPTIONS. Captions are inserted in these by-laws for convenience and reference only and shall not be taken in any way to limit or describe the scope of these by-laws or any provision thereof.

ARTICLE NINE
AMENDMENTS

SECTION ONE. AMENDMENTS. These by-laws may be amended or supplemented by the vote of these unit owners entitled to exercise one hundred percent (100%) of the total voting power of the Association at a meeting of the Association duly called and held for such a purpose. Any such amendment or supplement shall be filed for record in the office in which these by-laws are recorded.

ARTICLE TEN
CONFLICTS

SECTION ONE. CONFLICTS. These by-laws are intended to comply with the requirements of, and are promulgated pursuant to Chapter 88 of Title 46 of the New Jersey Statutes. If these by-laws or any provisions hereof are so construed as to be in conflict with the provisions of such statute or of the Master Deed, the statute or the Master Deed shall control.

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(ii) All electrical wires which extend from the interior surface of walls, floors or ceilings into the unit and fixtures, switches, outlets and circuit breakers;
(iii) All utility meters not owned by the public utility agency supplying the service; and
(iv) All equipment, appliances, machinery mechanical or other systems which serve the unit exclusively whether or not they are located within or without the unit.

6. ALTERATIONS, ADDITIONS and IMPROVEMENTS. No Unit Owner may make any structural additions, alterations or improvements to the exterior of a Unit without the prior written approval of the Association.

7. COMMON ELEMENTS. The Common Elements will consist of:
a) Portions of the land or any improvements or appurtenances, if any, reserved exclusively for the management, operation or maintenance of the Common Elements, or of the Condominium Property;
b) All apparatus and installations existing or intended for common use, if any.
c) All other elements of any improvement necessary or convenient to the existence, management, operation, maintenance and safety of the Condominium Property, or normally in common use;
d) Such other elements and facilities as are designated in the Master Deed as Common Elements.
e) The fire suppression sprinkler system equipment.

The Common Elements may be used in accordance with such rules and regulations as are from time to time promulgated by the Condominium Association in accordance with the Master Deed and By-Laws. Such use may be conditioned upon, among other things, the payment by each Unit Owner of such assessments as may be established by the Board of Directors of the Condominium Association for the purposes of defraying the cost thereof.

Although the Common Elements are owned by all of the Unit Owners in Common, their maintenance and management will be the responsibility and obligation of the Condominium Association, as required by New Jersey law, whose Board of Directors will assess each Unit Owner his proportionate share of the Common Expenses. Any repairs, alterations to the exterior of the building, including the roof, must be the same color and texture as the remainder of the structure.

However, since the common area surrounding the front of the building consist primarily of landscaping and planters, that enhance the aesthetics of and is more beneficial to the owner of Unit C, Unit C shall be responsible for the maintenance and expenses associated with said landscaping area and irrigation system.

It is anticipated that receipts of the Condominium Association, including assessments, rents and funds from all other sources, will not exceed the Common Expenses. However, in the event that such receipts do exceed the Common Expenses in any year, the excess will be applied by the Association to reduce, on a pro rata basis, the assessment against each unit owner in the succeeding year.

8. OWNERSHIP OF COMMON ELEMENTS. The Owner of Unit A, Unit B and Unit C shall each own in fee simple absolute a proportionate, undivided interest in the aforesaid Common Elements listed in Paragraph 7, as follows:

Unit A: 25% Unit B: 25%

Unit C: 50%

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9. VOTING RIGHTS AND PARTICIPATION IN COMMON SURPLUS AND EXPENSES:

DEFINITIONS. Each unit owner shall share in the common surplus and expenses, as hereinafter defined in accordance with such unit owner's interest in the Common Elements as set forth above.

(a) For purposes of this Master Deed, "common surplus" means the excess of all receipts over all disbursements of the Association owners.

(b) For purposes of this Master Deed, "common expenses" means expenses for which unit owners shall be proportionately liable including (1) all expenses of administration, maintenance, repair and replacement of the Common Elements; (2) expenses agreed upon as common expenses by all unit owners; and (3) expenses declared common expenses by or pursuant to the provision of the Condominium Act, this Master Deed, or the By-Laws annexed hereto as Exhibit 2.

(c) Each Unit Owner shall be entitled to vote in accordance his or her interest, in accordance with such unit owner's interest in the common elements as set forth above.

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10. BY-LAWS. The operation of the Condominium Property shall be governed by the By-Laws of Island Time Condominium Association, a copy of which is attached hereto and made a part hereof as Exhibit 2. No modification of or amendment to these by-laws shall be deemed valid unless set forth in or annexed to a duly recorded amendment to this Master Deed in accordance with the formalities set forth herein. No amendment to the by-laws shall be adopted which would affect or impair the validity or priority of any mortgage covering any condominium unit.

11. AMENDMENT OF MASTER DEED. This Master Deed may be amended or supplemented by the affirmative vote of those unit owners entitled to exercise a majority of the total voting power of the Association, cast in person or by proxy at a meeting duly called and held in accordance with the by-laws annexed hereto as Exhibit 2. No such amendment shall be effective until recorded in the Office of the Ocean County Clerk, Toms River, New Jersey.

12. UNIT OWNERS' ASSOCIATION. The administration and management of the Condominium shall be vested in an Association, known as Island Time Condominium Association as provided for by the by-laws annexed hereto as Exhibit 2. The owner of Unit C is designated to receive service of process on behalf of unit owners as members of the Association in any action or proceeding that may be instituted by or against such Association. Any successor in title to Unit C shall be designated to receive service of process so long as that successor in title resides in the State of New Jersey. If the successor in title does not reside in the State of New Jersey, an agent to receive service of process located in the State of New Jersey shall be appointed.

13. PROTECTIVE PROVISIONS FOR THE BENEFIT OF INSTITUTIONAL LENDERS. "Institutional Lenders" shall mean any bank, mortgage banker, savings and loan Association or other financial institution or pension fund, which is the record owner of a first mortgage loan which encumbers any unit.

Anything to the contrary in this Master Deed or the by-laws or articles of incorporation notwithstanding, the following shall apply with respect to each institutional lender.

(a) The prior written approval of each institutional lender who requested notice is required for the following events: (i) The abandonment or termination of the Condominium except for abandonment or termination provided by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) Any material amendment to

the Master Deed or to the by-laws or articles of incorporation, including, but not limited to, any amendment which would change the percentage interest of the unit owners in the Condominium.

(b) No Unit in the Condominium may be partitioned or subdivided without the prior written approval of any institutional Lender for such unit.

(c) Any lien the Association may have on any unit in the Condominium for the payment of common expenses assessments attributable to each unit is subordinate to the lien or equivalent security interest of any first mortgage on the unit recorded prior to the date of such common expense assessment becoming due.

(d) Any Institutional Lender shall upon request, (i) be permitted to inspect the books and records of the Association during normal business hours; (ii) receive an annual audited financial statement of the Association within ninety (90) days following the end of any fiscal year of the Association; (iii) receive written notice of all meetings of the Association and be permitted to designate a representative to attend all such meetings; and (iv) receive written notice of any default in the payment of any common expense assessment installment which is more than thirty (30) days in arrears, provided said Institutional Lender holds a first mortgage lien on the unit.

(e) In the event of substantial damage to or destruction of any unit or any part of the Common Elements, any Institutional Lender which may be affected shall be entitled to timely written notice of any such damage or destruction. No unit owner or other party shall have priority over such Institutional Lender with respect to the distribution to such unit of any insurance proceeds.

(f) If any unit or portion thereof, or the Common Elements or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, then the Institutional Lender(s) holding a first mortgage on the unit(s) is entitled to timely written notice of any such proceeding or proposed acquisition and no unit owner or other party shall have priority over such Institutional Lender with respect to the distribution to such unit(s) of the proceeds of any award or settlement.

(g) Any Institutional Lender who holds a first mortgage lien on a unit who obtains title to the unit as a result of foreclosure of the first mortgage, or by deed or assignment in lieu of foreclosure, or any purchaser in a foreclosure sale, or their respective successors and assigns, is not liable for the share of common expenses or other assessments by the Association pertaining to such unit or chargeable to the former unit owner which became due prior to acquisition of title.

(h) Any management agreements for the Condominium will be terminable by the Association for cause upon sixty (60) days prior written notice thereof, and the term of any such agreement shall not exceed one year.

(i) Notwithstanding the absence of any express provision to such effect in the mortgage instrument, in the event that there is any default in the payment of any installment of a common expense assessment with respect to any unit, either regular or special, any Institutional Lender holding a mortgage which encumbers such unit shall be entitled to declare such mortgage in default in the same manner that is permitted by such mortgage with respect to any default in the payment of real estate taxes.

14. LIMITED COMMON ELEMENTS. The area designated as a limited common element for Unit A on Exhibit 1 shall be reserved exclusively for the use of the owner of Unit A; the area designated as a limited common element for Unit B on Exhibit 1 shall be reserved exclusively for the use of the owner of Unit B; and the area designated as a limited common element for Unit C on Exhibit 1 shall be reserved exclusively for the use of the owner of Unit C. The cost of maintenance and repair of limited common elements shall be borne equally by the units enjoying such limited common elements.

15. INVALIDITY. If any one or more provisions of this Master Deed are declared invalid, such invalidity shall in no way impair or affect the validity, enforceability, or effect of the remainder of this Master Deed.

16. WAIVER. No provision contained in this Master Deed shall be deemed waived by reason of any failure to enforce the same, irrespective of the number of violations or the consistency of such failure or enforcements,

IN WITNESS WHEREOF, the grantors have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered
in the presence of or attested by:

8701 LBI LLC
By: Richard D. Knappick, Managing Member

WILK FAMILY LLC
By: Andrew J. Wilk, Managing Member

EGON & FAMILY LLC
By: Egon Willy Kahl, Managing Member

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STATE OF NEW JERSEY
COUNTY OF OCEAN SS:

I CERTIFY that on 1/13/~~2021~~ 2022

Richard D. Knappick, Managing Member of 8701 LBI LLC personally came before me and acknowledged under oath, to my satisfaction, that this person:

a. was the maker of the attached instrument;
b. signed, sealed and delivered this instrument as his or her act and deed; and
c. executed this instrument as the act of the entity named in this instrument.

NOTARY PUBLIC
Harry J. Drexler, Jr.
An Attorney at Law
of New Jersey

STATE OF NEW JERSEY
COUNTY OF OCEAN SS:

I CERTIFY that on 12/30/, 2021

Andrew J. Wilk, Managing Member of WILK FAMILY LLC personally came before me and acknowledged under oath, to my satisfaction, that this person:

a. was the maker of the attached instrument;
b. signed, sealed and delivered this instrument as his or her act and deed; and
c. executed this instrument as the act of the entity named in this instrument.

NOTARY PUBLIC
Harry J. Drexler, Jr.
An Attorney at Law
of New Jersey

STATE OF NEW JERSEY
COUNTY OF OCEAN SS:

I CERTIFY that on 1/5/, ~~2021~~ 2022

Egon Willy Kahl, Managing Member of EGON & FAMILY LLC personally came before me and acknowledged under oath, to my satisfaction, that this person:

a. was the maker of the attached instrument;
b. signed, sealed and delivered this instrument as his or her act and deed; and
c. executed this instrument as the act of the entity named in this instrument.

NOTARY PUBLIC

Harry J. Drexler, Jr.
An Attorney at Law
of New Jersey

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Long Beach Township Land Use Board

AFFIDAVIT OF OWNERSHIP, CONSENT, AUTHORIZATION, and NON-COLLUSION

STATE OF : ;
: ss.
COUNTY OF _____ :

I, 8701 LBI LLC being duly sworn according to law,
(Print owner(s) name(s))
upon my/our oath depose and say:

1. I/we am/are the only owner(s) of property known as 8701 Long Beach Blvd., U-C,
(Street Address)
Long Beach Township, Ocean County, New Jersey known as :

Block 13.02 Lot 1 Qual. C0003
Block _____ Lot _____
Block _____ Lot _____

As shown on the Official Tax Maps of the Township of Long Beach.

2. I/we consent to the making of this application and the approval of the plans submitted herewith. I/we further agree to be bound by all representations and commitments made by myself/ourselves or my/our authorized agent. I/we further consent to the inspection of this property in connection with this application as deemed necessary by the members of the Land Use Board and/or other designated officials or representatives.

3. There has been no collusion between me/us and any member of the Township of Long Beach Land Use Board or any officials of the Township of Long Beach with respect to said application.

4. I/we hereby authorize James Raban (Agent), to make application on my/our
(Print agent name)
behalf. I further agree to be bound by all representations, promises and commitments made by my agent.

Dated: 2-16-23

Richard D. Knappik
Signature of Owner

Richard D. Knappik
Print Name above

Jean B Knappik
Signature of Owner

Jean B Knappik
Print name above

Sworn and Subscribed to before me
this 16th day of February, 2023.

_____
Notary Public

Commonwealth of Pennsylvania - Notary Seal
KEVIN J KNAUSS - Notary Public
Bucks County
My Commission Expires April 21, 2025
Commission Number 1387532

TOWNSHIP OF LONG BEACH
LAND USE BOARD
TECHNICAL CHECKLIST

Owner: 8701 LBI LLC Phone # 267-295-5125 Email: stutzcandies@verizon.net

Applicant: Same as Owner Phone #: _____ Email: _____

Address: 8701 Long Beach Blvd., Unit C

Block: 13.02 Lot(s): 1 Qual. C0003 Date: 4/6/23

This checklist **MUST be completed and submitted as part of any application. All of the following items must be shown on the submitted plans or attached for the application to be considered for completeness review.**

Waivers may be requested from some of the following items should be checked where provided and an explanation of the reason for the waiver or non-applicable items explained in a separate letter to be attached to this checklist. See Initial Submission Checklist for number of copies and how to distribute.

KEY: X= REQUIRED P= PROVIDED W= WAIVER N/R= NOT REQUIRED or APPLICABLE

	VARIANCE APPLICATION		MINOR APPLICATION		MAJOR SITE PLAN		MAJOR SUBDIVISION		CIRCLE ONE
DESCRIPTION	**BULK**	**USE**	**SITE PLAN**	**SUBDIVISION**	**PRELIMINARY**	**FINAL**	**PRELIMINARY**	**FINAL**	**MUST BE COMPLETED**
PLAT SPECIFICATIONS									
For Major and Minor Subdivisions and Site Plan Applications, a scale of not less than 1" = 30' for tracts up to five (5) acres or 1" = 50' for tracts greater than five (5) acres. For Variance Applications, a scale of not less than 1" = 10' for lots 10,000 SF or less and 1" = 20' for lots greater than 10,000 SF.	X	X	X	X	X	X	X	X	(P) (W) (N/R)
Signature, seal, address, license number of professional preparing plat.	X	X	X	X	X	X	X	X	(P) (W) (N/R)
Plat based on land survey less than 12 months old	X	X	X	X	X	X	X	X	(P) (W) (N/R)
Sheet size up to 30" x 42"	X	X	X	X	X	X	X	X	(P) (W) (N/R)
Each sheet numbered and titled	X	X	X	X	X	X	X	X	(P) (W) (N/R)
GENERAL INFORMATION									
Existing and proposed lot lines with dimensions, bearing and curve data.	X	X	X	X	X	X	X	X	(P) (W) (N/R)
Key Map: site location and features within 400 FT, including streets, street names, and zone boundaries	X	X	X	X	X	X	X	X	(P) (W) (N/R)

TOWNSHIP OF LONG BEACH
LAND USE BOARD
TECHNICAL CHECKLIST

KEY: X= REQUIRED P= PROVIDED W= WAIVER N/R= NOT REQUIRED or APPLICABLE

	VARIANCE APPLICATION		MINOR APPLICATION		MAJOR SITE PLAN		MAJOR SUBDIVISION		CIRCLE ONE
DESCRIPTION	**BULK**	**USE**	**SITE PLAN**	**SUBDIVISION**	**PRELIMINARY**	**FINAL**	**PRELIMINARY**	**FINAL**	**MUST BE COMPLETED**
Title Block: Applicant name, name of development, preparer, lot and block numbers, date prepared, application type, and zoning district.	X	X	X	X	X	X	X	X	P
Tax map sheet, lot and block numbers	X	X	X	X	X	X	X	X	(P) (W) (N/R)
Zone boundaries, tax map sheet, lot and block numbers and names and addresses of all owners within 200 FT.	X	X	X	X	X	X	X	X	(P) (W) (N/R)
Date of original and all revisions.	X	X	X	X	X	X	X	X	(P) (W) (N/R)
Written and graphic map scale.	X	X	X	X	X	X	X	X	(P) (W) (N/R)
North arrow with reference meridian.	X	X	X	X	X	X	X	X	(P) (W) (N/R)
Data and signature as per the "Map Filing Law"	X	X	X	X	X	X	X	X	(P) (W) (N/R)
Table of zoning requirements, showing existing nonconformities and proposed variances.	X	X	X	X	X	X	X	X	(P) (W) (N/R)
Area of the tract and of each lot.	X	X	X	X	X	X	X	X	(P) (W) (N/R)
Approval signature lines for Chairman, Secretary and Board Engineer			X	X	X	X	X	X	(P) (W) (N/R)
NATURAL FEATURES									
Existing and proposed contours at one- foot intervals indicating surface drainage and topography within 50 FT			X	X					(P) (W) (N/R)
Existing and proposed contours at one- foot intervals indicating surface drainage and topography within 200 FT					X	X	X	X	(P) (W) (N/R)
All existing water courses and related areas that are subject to 100 Year floods under FEMA standards.			X	X	X	X	X	X	(P) (W) (N/R)
The boundaries of wetlands and wetland transition areas.	X	X	X	X	X	X	X	X	(P) (W) (N/R)

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MAN MADE FEATURES									
Show existing structures and setbacks from existing and proposed property lines, indicating those to be modified or removed or to remain. Show setback of structures on adjacent properties.	X	X	X	X	X	X	X	X	(P) (W) (N/R)
Location of proposed buildings, finished grade, first floor and basement elevations, setbacks of all buildings from nearest lot lines, building height and other pertinent improvements.	X	X	X	X	X	X	X	X	(P) (W) (N/R)
Building coverage and lot coverage calculations.	X	X	X		X	X			(P) (W) (N/R)
Existing and proposed easements, rights-of-way and their purposes.	X	X	X	X	X	X	X	X	(P) (W) (N/R)
Existing and proposed manholes, sewer lines, stormwater management facilities, waterlines, fire hydrants and utility poles within 200 FT.			X	X	X	X	X	X	(P) (W) (N/R)
Plans and profiles of proposed utility layouts, such as sewers, storm drains, water, gas, communications and electric, showing feasible connections to existing or proposed utility systems as well as channel section details, pipe sizes, types and inverts, road crowns and slopes.					X	X	X	X	(P) (W) (N/R)
All monumentation as required as per the "Map Filing Law" including all monuments found, set or to be set.				X			X	X	(P) (W) (N/R)

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Offstreet parking and loading spaces required and proposed, and location and dimensions of access drives, aisles and parking stalls		X	X		X	X			(P) (W) (N/R)
STREET									
Location, names and widths of all existing and proposed streets, sidewalks and street widening within 200 FT of the site.			X	X	X	X	X	X	(P) (W) (N/R)
Plans, profiles and cross-sections of paved areas, curbs and sidewalks.			X	X	X	X	X	X	(P) (W) (N/R)
MISCELLANEOUS									
Exterior Lighting Plan, including the location, direction of illumination, amount of illumination expressed in horizontal foot candles, wattage and drawn details of all outdoor lighting standards and fixtures.			X		X	X	X	X	(P) (W) (N/R)
Landscaping and Screening Plan showing the location, type of tree or shrub and the location, type and amount of each type of ground cover.			X	X	X	X	X	X	(P) (W) (N/R)
Storm drainage calculations.					X		X		(P) (W) (N/R)
Stormwater management facilities shown on the grading plan showing all aspects of the stormwater system.			X		X	X	X	X	(P) (W) (N/R)

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Applications for new construction or additions to buildings: See Initial Checklist for number of copies to distribute of building plans showing elevations and floor areas (including dimensions) for all floors. "Multi-family units and commercial uses require sealed Architectural Plans;" Building elevation to be provided for the full height of the building from grade to roof peak. Plan scale shall be a minimum of ¼" per foot. Building elevations shall be provided for all sides and shall be labeled North, South, East and West.	X	X							(P) (W) (N/R)
Location of all signs and drawn details showing the size, construction type, height and content of all signs.			X		X	X			(P) (W) (N/R)
Drawn details of the type of screening to be used for the refuse storage areas, outdoor equipment and bulk storage.			X		X	X			(P) (W) (N/R)

PUBLIC NOTICE

LONG BEACH TOWNSHIP

PLEASE TAKE NOTICE that 8701 LBI LLC (the "Applicant") has made application to the Long Beach Township Land Use Board for amended preliminary and final site plan approval relative to the property designated as Lot 1, Qualifier C0003, in Block 13.02 on the Tax Map of the Township of Long Beach, located at 8701 Long Beach Blvd. in the Brighton Beach Section of Long Beach Township. The Applicant is seeking amended site plan approval to utilize the commercial unit as a candy store, which is a permitted use under the Long Beach Township Zoning Ordinance. Pursuant to Section 164-3 of the Long Beach Township Municipal Code, any change of use at a commercial property, even where such use is a permitted use, requires site plan approval from the Board.

Although the Applicant believes that no variances, waivers or exceptions are required, any additional variances, waivers or exceptions deemed necessary or appropriate by the Board will be requested at the public hearing.

This matter is on the Clerk's Docket and a hearing has been ordered for May 10, 2023 at 6:30 PM in the Administration Building, First Floor Court Room, 6805 Long Beach Boulevard, Brant Beach, NJ, at which time persons interested may appear personally or by agent or attorney with a properly authorized power of attorney. Please note that this is an in-person meeting only. There will be no virtual component.

Should the meeting format change, the Township website will be updated with necessary information up to and including the date of the meeting. You will not receive notice of a meeting format change. It is up to you to check the Township website or call the Township

(609-361-6653) during normal business hours on the day of the hearing for any change from in person to virtual meeting.

Documents are available for inspection at the Land Use Board Office, 6805 Long Beach Boulevard, Brant Beach, New Jersey during normal business hours Monday through Friday 9:00 a.m. to 3:00 p.m.

James S. Raban
Attorney for the Applicant

File #3558