

London Court Times

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Annual Meeting Of The Homeowners

London Court Condominium Association, Incorporated 1982

NOTICE IS HEREBY GIVEN that the Annual Meeting and social gathering of the Unit Owners of the London Court Condominium Association, Inc., shall be held on **Monday, November 25, 2024 at 6:00 P.M.** in the Clubhouse.

The purpose of the meeting shall be for conducting the usual business of the Board of Directors of the London Court Condominium Association, Inc., Vote on the amendment relating to Tort Immunity and to transact such other business as may properly come before the Board. A ballot is included in this mailing on the attached amendment with instructions.

If a vote is needed, all fees due the Association must be current and in good standing. Further, all attendees must be a unit owner.

The By-laws state that we must have a quorum for the meeting to be valid. The presence in person or by proxy of Unit Owners holding at least twenty-five percent (25 %) or more ownership interest in the common elements shall constitute a quorum at the meeting of the Unit Owners. It is, therefore, important that you attend or mail, fax or email us your proxy.

Enclosed on the back of this notice you will find your proxy. If you *do not* plan to attend the meeting, complete the proxy and return to the association.

Lucille Robison

Lucille Robison, Secretary-Treasurer
London Court Condominium Association, Inc.



London Court
Condominium
Association

"A Wonderful Place to
Live"

October 16, 2024

ASSOCIATION OFFICE
6839 OLD EGG HARBOR ROAD
EGG HARBOR TOWNSHIP, NJ 08234
OFFICE: 609-272-9975
FAX: 609-272-0886
MAINT: 609-272-9968
E-MAIL: OFFICE@LONDONCOURT.ORG

**PETS MUST BE LEASHED
WHEN ON THE COMMON ELE-
MENTS AT ALL TIMES!**

OFFICIAL
Year 2024 Annual Meeting Proxy
London Court Condominium Association, Inc.

A QUORUM IS REQUIRED TO CONDUCT OFFICIAL BUSINESS. IF YOU ATTEND THE MEETING, YOU MAY VOTE IN PERSON. IF YOU DO NOT PLAN TO ATTEND, DESIGNATE A PROXY TO VOTE FOR YOU AND PROVIDE HIM/HER WITH THIS PROXY.

NOTICE: that use of the proxy is voluntary on the part of the granting owner, that it can be revoked at any time before the proxy holder casts a vote, and that absentee ballots are available by request.

I the undersigned Homeowner (YOU"), _____, is entitled to vote at any special or annual meeting of London Court Condominium Association, Inc. as authorized in this Proxy.

The undersigned designates and appoints _____ or the Secretary of the Association, (the "Proxy"), as the Proxy for the Homeowner.

By this designation of proxy, the Proxy may attend and represent the Homeowner with the full power to vote and act for the Homeowner in the same manner, to the extent and with the same effect as if the Homeowner were personally present.

This designation revokes any prior designation of proxy that the Homeowner may have given previously with respect to the Homeowner's ownership interest in London Court Condominium Association, Inc.

This designation of proxy shall be effective for the Annual Meeting of the London Court Condominium Association, Inc. to be held on **November 25, 2024 at 6:00 PM**, and at all adjournments of such meeting. The use of this proxy is voluntary and the unit owner may rescind this proxy and vote in person before the proxy holder casts a vote.

The Proxy shall have the full power, as the Homeowner's substitute, to represent the Homeowner and vote on all issues and motions that are properly presented at the meeting(s) for which this designation of proxy is effective. The Proxy shall have the authority to vote entirely at the discretion of the Proxy.

Date of Signing: _____

Unit Address: _____

Phone Number: _____

Owner: _____ L.S.

NOTICE: RETURN BY November 25, 2024 at 6:00 PM

You may fax this proxy to 609-272-0886
Mail to: 6839 Old Egg Harbor Road, Egg Harbor Township, NJ 08234
E-Mail: office@londoncourt.org, fax 609-272-9975
OR Drop it off in person at the office, in the condo fee slot.

London Court Condominium Association, Inc
6839 Old Egg Harbor Road, Clubhouse, Egg Harbor Twp, NJ 08234
609-272-9975
Fax: 609-272-0886
Email:office@londoncourt.org

OFFICIAL BALLOT

A By-Law amendment pertaining to the filing of civil actions against the Association.

Information (or questions) on the amendment is included with this ballot or online at :
www.londoncourt.org or by request at 609-272-9975

OWNER PROPERTY ADDRESS: _____
Print unit address. Must be legible to be valid.

I, _____ *Print, must be legible to be valid,*
as owner of the above-described property, cast my vote as follows:

I am FOR the amendment

**(CIRCLE ONLY
ONE TO BE
VALID)**

I am AGAINST the amendment

Dated: _____, Must be dated to be valid!

- All ballots must be completely filled out, legible and signed by the property owner.
- Only one (1) vote per property address shall be recorded.
- A completed ballot may be cast by using one (1) of the following methods.
 1. **WALK-IN:** Place the completed ballot in the locked condominium fee box at the front door of the clubhouse by the cutoff date.
 2. **US MAIL:** Mail the completed ballot to London Court Condominium, 6839 Old Egg Harbor Road, Administrator Office, EHT NJ 08234, by the cutoff date.
 3. **EMAIL:** Scan the completed ballot in PDF format to be sent via email as an attachment to office@londoncourt.org, by the cutoff date.

CUTOFF DATE: ALL BALLOTS MUST BE RECEIVED BY THE ASSOCIATION NO LATER THAN:

1-30-2025

LONDON COURT CONDOMINIUM ASSOC
6839 OLD EGG HARBOR RD
ADMINISTRATORS OFFICE
EGG HARBOR TWP, NJ 08234-4498

Dear Homeowner:

We have included in the packet information on an amendment to the bylaws that we believe will help us with our insurance premiums, similar to most automobile tort immunity clauses. We want you to be aware of changes in the marketplace which are continuing to increase insurance costs.

On average we are currently seeing around 10% increases in building values. On top of increased replacement costs, we are seeing the following average rate increases last year.

Commercial Auto: 9%

Directors & Officers Liability: 7%

General Liability: 9%

Property: 16%

Umbrella: 50% or higher

There are several factors currently affecting property rates:

- 1. Increased Catastrophe Losses:** Over the past five years, natural catastrophes (hurricanes, wildfires, tornados, winter storms) have averaged global losses of \$100 billion. In 2022 alone, there were 18 weather or climate-related events in the U.S. with losses exceeding \$1 billion each with total losses of \$160 billion. The top 10 costliest natural catastrophes in the United States occurred between 1992-2022, with 5 of the 10 occurring just within the past 6 years. The recent Maui fire, which destroyed 3,000 homes and businesses, is expected to be a \$6 billion event. Hurricane Hillary, which made landfall on August 19, 2023, is the first hurricane to hit the west coast since 1939, and some areas in and around Palm Springs received 50% of their yearly rainfall in less than a day. Catastrophe losses for the first two quarters of 2023 were the highest we've seen in over two decades, and they are slightly higher than the previous record set during the first two quarters of 2021. This is a concerning trend that does not seem to be improving. While catastrophe losses may not have impacted your area directly, they still impact the overall industry, which then affects the cost and availability of insurance throughout the marketplace.
- 2. Decreased Capacity:** Many insurance companies have decreased the total building values they are willing to write in certain regions, to reduce their overall exposure to catastrophic events. Others have stopped writing altogether in certain counties or states or closed their programs down completely. This decreases competition, allowing carriers to be pickier about which accounts they want to write and charge higher rates.

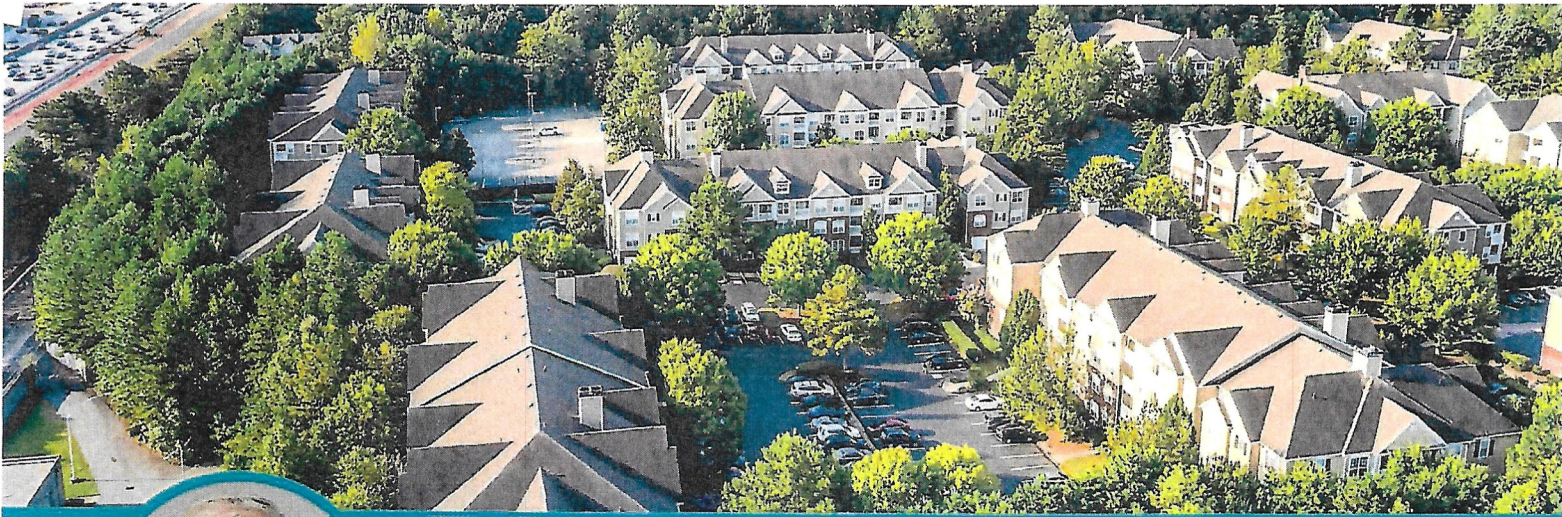
We are trying to find a way to keep our monthly maintenance cost from rising. One way to help is amend our By-Laws to limit liability. By doing this, Insurance Companies are more likely to provide less expensive insurance. We will need 51% of owners to vote in favor of the enclosed amendment.

This will be in our best interest. The board recommends a vote in favor of the proposed amendment. Thank you

Please return your ballot today by mail, email (office@londoncourt.org) or fax (609-272-0886).

Voting will stay open until enough votes are obtained to pass the amendment.

Thank you,



Community Associations Tort Immunity

Community Associations should be aware that New Jersey has a tort immunity statute that allows them to protect themselves from liability claims arising out of simple negligence. In order to achieve this type of protection an Amendment to a Community Association's by-laws, commonly referred to as the "Immunity Clause" must be adopted. Many newly constructed Communities have included this wording in their documents to try and stem a growing Liability problem within our Associations, frequency and severity of liability claims (primarily slip and falls) against the Association. A high percentage of these claims arise from within the Community, by members of the Association themselves. Associations are seeing more and more of these claims on their loss run history and are unsure how to address it.

One of the solutions has been a by-law amendment known as the "Immunity Clause". A sample wording of this amendment follows:

Section xx. Except where there is a willful, wanton or grossly negligent act or omission by the Association, the Association shall not be liable in any civil action brought by or on behalf of a unit owner, or by or on behalf of the spouse of that person, to respond in damages as a result of bodily injury, including death resulting from bodily injury, to the unit owner or to the spouse of that person, occurring on Association premises, i.e., the community and recreational facilities owned by the Association.

In short, this clause precludes unit owners and their spouses from suing the Association merely because they slipped and fell on the property. There needs to be an intentional act, or an act of gross negligence on behalf of the Association in order for the unit owners to sue. As you may be aware, more and more unit owners are utilizing the Association's Liability Insurance, more specifically the medical payments portion of the policy, as a primary health care policy. If a unit owner happens to slip and fall on the premises, is it really always the Association's fault? People do have accidents, and sometimes there is liability on behalf of the Association. However, this clause eliminates a number of nuisance claims that are affecting an Association's Insurability.

Insurance Carriers look at the loss history of the Insured very closely when determining eligibility and pricing. A large number of liability claims, or a frequency, may make a Community ineligible for coverage with those Insurance Companies that would normally offer coverage. By adopting this clause, many Companies may be willing to offer terms, or more favorable terms than a Community that does not adopt this clause.

As an example, a Community has a number of slip and fall claims over a few years. They became unprofitable and were non-renewed by the Insurance Company. Due to the frequency of the slip and falls, and a few large payouts, they were unable to secure coverage in the voluntary marketplace. The Association was forced to place coverage in the excess and surplus lines market at a 300% increase in premiums and subject to additional taxes and fees! In addition, they were subject to an

inferior policy in terms of coverage and more exclusions than they normally would be able to purchase over the course of the next policy year. The Association was successful in getting this clause adapted to their by-laws, and they were able to place coverage back in the voluntary marketplace the following year at pricing and coverage similar to their previous coverage.

By adopting this clause within your Community, you may not necessarily see a "premium savings" immediately. However, you will still have Insurance Carriers willing to offer you favorable terms, even if your loss run history has not been positive due to a surplus of slip and fall claims. I strongly suggest that you coordinate this type of amendment with your attorney, insurance agent, and management company if you have one. With the recent Radburn decision, making this amendment to your by-laws may not be as difficult as it had been previously. It will help you in the end by keeping your claims down, and making you more attractive to an Insurance Carrier than a similar Community that does not have this amendment to their by-laws.

Learn more cost saving risk management techniques at jgsinsurance.com/blog

Vinnie Hager, CIRMS
Managing Partner
JGS Insurance, a Baldwin Risk Partner



JGS Insurance, a Baldwin Risk Partner

Bell Works | 101 Crawford's Corner Road | Suite 1300 | Holmdel, NJ 07733

jgsinsurance.com

A BALDWIN RISK PARTNER

AMENDMENT OF THE BY-LAWS OF
THE LONDON COURT CONDOMINIUM ASSOCIATION, INC.

An Amendment pertaining to the filing of civil actions against the Association

The Undersigned, being all of the members of the Board of Directors (the "Board") of The London Court Condominium Association, Inc., a New Jersey non-profit corporation (the "Association"), pursuant to the applicable sections of the New Jersey Condominium Act, N.J.S.A. Sec. 15A: 1-1 et seq., do hereby consent to the adoption of the following Preambles and amendment to the By-Laws.

WHEREAS, after a comprehensive analysis, the Board of Directors has concluded that the Association would receive substantial benefits from adopting an immunity provision in accordance with New Jersey Statute N.J.S.A. 2A:62A-12.

WHEREAS, Article X of the By-Laws of the Association states:

"These By-Laws, or any of them, may be altered or repealed where new By-Laws may be made at any meeting of the Association duly constituted for such purpose, a quorum being present, by an affirmative vote of eighty (80%) percent of the total votes entitled to be cast in person or by proxy, except that the first annual meeting may not be advanced and the first Board of Directors (including replacements in the case of vacancies) may not be removed by reason of any such amendment or repeal. Notwithstanding any provisions to the contrary, these By-Laws may not be amended until the Grantor no longer owns any unit in the condominium in the ordinary course of business without an affirmative vote of ninety (90%) percent of the total votes to be cast in person or by proxy.

WHEREAS, it is the opinion of the Board of Directors that amending Article VI of the By-Laws to provide the following language is in the best interests of the Association and its Members:

“Except where there is a willful, wanton or grossly negligent act or omission by the Association, the Association shall not be liable in any civil action brought by or on behalf of a unit owner, or by or on behalf of the spouse of that person, to respond in damages as a result of bodily injury, including death resulting from bodily injury, to the unit owner or to the spouse of that person, occurring on Association premises, i.e., the community and recreational facilities owned by the Association.”

NOW THEREFORE, BE IT RESOLVED THAT the By-Laws shall be amended as follows:

1. Article VI of the By-Laws shall be amended to add:

TORT IMMUNITY. Except where there is a willful, wanton or grossly negligent act or omission by the Association, the Association shall not be liable in any civil action brought by or on behalf of a unit owner, or by or on behalf of the spouse of that person, to respond in damages as a result of bodily injury, including death resulting from bodily injury, to the unit owner or to the spouse of that person, occurring on Association premises, i.e., the community and recreation facilities owned by the Association.

2. The Board of Directors shall have the power and shall be responsible for the implementation, regulation and enforcement of this amendment to By-Laws.

3. The previously mentioned proposed amendment to By-Laws shall be submitted to the unit owners for approval, at a meeting, called for in accordance with the governing documents of the Association.

RESOLVED, that pursuant to Article III of the Bylaws, the Secretary be, and he hereby is, authorized and directed to distribute proxy materials to each unit owner and to solicit proxy votes by the unit owners on the proposed amendment to By-Laws, and in connection therewith, the

President and the Secretary be, and they hereby are, authorized and directed to prepare such proxy materials and to take any and all such actions deemed necessary and/or appropriate to effectuate the foregoing, and be it further

RESOLVED, that the Secretary be appointed as the duly authorized proxy for all unit owners not otherwise appointing separate persons to be their authorized proxies to vote on the proposed amendment to By-Laws; and that the record date for determining the unit owners entitled to vote on the proposed amendment to By-Laws shall be in accordance with Article 3, Section 3 of the By-Laws; and be it further

RESOLVED, that at the special meeting voting on the proposed amendment to By-Laws will be held, in accordance with Article III of the By-Laws, and that the Secretary is, and she hereby is, authorized and directed to prepare notice of the Special Meeting and to give written notice of the Special Meeting to the unit owners in accordance with Article III of the By-Laws; and be it further

RESOLVED, that the President and Secretary be, and they hereby are, authorized and directed to take any and all further actions in the name of and on behalf of the Association necessary and/or appropriate in order to effectuate the foregoing, and that any acts taken or documents or instruments executed and delivered in furtherance of the foregoing are hereby ratified and confirmed.

Secretary's Certification

The undersigned, being the Secretary of The London Court Condominium Association, Inc., a New Jersey non-profit corporation (the "Association"), hereby certifies that the above proposed amendment to By-Laws was adopted by unanimous written consent of the Board of Directors.

WHEREAS, it is the opinion of the Board of Directors that amending Article VI of the By-Laws will bring the insurance guidelines more in line with New Jersey law and possibly reduce insurance rates paid for by the Association.

WHEREAS, this proposed amendment to By-Laws shall be submitted to the homeowners at a special meeting in, and shall only become effective on Jan 31, 2025 or as soon as possible thereafter, providing that at least 51% of the homeowners are in favor of the proposed amendment to By-Laws.

IN WITNESS WHEREOF, the undersigned has executed this Secretary's Certification and affixed the seal of the Association as of June 24, 2024.

Debbie Robinson
Secretary FR