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Sauter  
Record &  
Jardim PC

January 15, 2009

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KYLE G. SCHWARTZ<sup>2</sup>

Re: Black Creek Sanctuary Condominium Association, Inc.

<sup>1</sup>NJ & NY  
<sup>2</sup>NJ, NY & DC  
<sup>3</sup>NJ, NY & CT  
<sup>4</sup>NJ, NY, PA & DC  
<sup>5</sup>NJ, PA & DC  
<sup>6</sup>NJ & PA

Dear Sir/Madam:

Enclosed please find an original Resolution for Black Creek Sanctuary Condominium Association, Inc. Kindly record and return same to this office in the enclosed envelope. Also enclosed is a check in the amount of \$60.00 representing the recording fee.

Thank you.

Yours very truly,

KENNETH R. SAUTER

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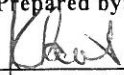
KRS/agp  
encs.

cc: Jack Patterson, Property Manager ([jrpatterson@gopmsnj.com](mailto:jrpatterson@gopmsnj.com))  
Maureen Glaeser, Assistant Manager, ([Mglaeser@mountaincreek.com](mailto:Mglaeser@mountaincreek.com))

191604 (Bllerk 001)



Record & Return to:  
Berman, Sauter, Record & Jardim P.C.  
P.O. Box 2249  
Morristown, NJ 07962-2249  
Attn: Kenneth R. Sauter, Esq.  
#246433 v1 - (BLKCRK 001)

Prepared by:  
  
Kenneth R. Sauter  
Attorney at Law of NJ

**BLACK CREEK SANCTUARY  
CONDOMINIUM ASSOCIATION, INC.  
(the "Association")**

**RESOLUTION**

**P R E A M B L E :**

A. The Master Deed for Black Creek Sanctuary Condominium (the "**Master Deed**"), dated January 23, 2002, was recorded in the Sussex County Clerk's office on February 14, 2002 in Deed Book 2607 at Page 001, et seq. The Bylaws (the "**Bylaws**") of the Association were recorded in the office of the Sussex County Clerk's office as Schedule E to the Master Deed.

B. Article V, Section 1, paragraph (g) of the Bylaws states that the Board has the power to promulgate and enforce rules and regulations regarding the conduct of the owners, occupants and users of, and the use of the properties within the Community (as defined below).

C. This Resolution was duly introduced and thereafter adopted at a regular scheduled meeting of the Board, at which a quorum was present, by a majority vote of the members of the Board present and eligible to vote on this matter.

**NOW, THEREFORE, BE IT RESOLVED** on this 14<sup>th</sup> day of January, 2009, that the Board hereby adopts the following rules, regulations and procedures regarding the collection of assessments, common expenses, and other costs, fees and charges due and owing to the Association:

1. Capitalized Terms. Unless specifically defined otherwise, all capitalized terms used in this Resolution have the same meaning as defined in the Governing Documents of the Association.

2. Assignment of Rents:

(A) Subject to the rights of holders of first security interests, the Association may collect from rent due from a tenant to a Delinquent Owner an amount not more than the unpaid annual common expense assessment, charges, late fees, and costs of collection, including reasonable attorneys fees (collectively, "**charges**"). "Delinquent Owner" means a Unit Owner who owes any charges to the Association which are thirty (30) or more days past due.

(B) Prior to taking any action permitted by this Resolution, the Association will give written notice by certified mail, return receipt requested to the Delinquent Owner, at the Delinquent Owner's last known address, of the Association's intent to collect the rent. The notice will set forth the exact amount the Association

claims is due and will indicate the intent of the Association to collect the past due charges from rent, along with any other amounts that become due in the future and that remain unpaid for thirty (30) days after becoming due, including any annual assessments lawfully accelerated pursuant to the Governing Documents. A copy of the notice will also be sent to the holder of the Unit's first security interest of record. Any cost incurred by the Association to ascertain the identity of the holder of the first security interest, including the cost of the preparation of a title search, will constitute additional charges due with respect to the Unit.

(C) A Delinquent Owner will have ten (10) days from receipt of the notice required to be sent pursuant to paragraph (1) above to provide written proof of payment or a statement of the grounds upon which the assessment is disputed. Upon the failure of the Delinquent Owner to respond within ten (10) days after receipt of the notice, or within 15 days of mailing if no receipt is obtained, and provided that no written notice is received from the holder of the first security interest that it is exercising its right of assignment of rental proceeds, the Association will be entitled to notify and direct each tenant renting a Unit from the Delinquent Owner to pay all or a portion of the rent otherwise due from the Delinquent Owner to the Association. The amount to be applied from the rent will be limited to the lesser of: (i) the amount as stated in the notice to the Delinquent Owner or, (ii) an amount adjusted to reflect any calculation errors sought to be corrected by the Unit Owner, as stated in the response to the Association, if timely sent. No offset will be allowed for amounts which are unrelated to claims of calculation errors. The Association will have a continuing right to collect the rent from the tenant or tenants until the delinquent charges are paid in full.

(D) Nothing in this Article will prevent an Owner or the Association from seeking a judicial remedy in a court of competent jurisdiction.

(E) This Resolution will not affect the right of a holder of a first security interest which is entitled to an assignment of rents and which has exercised its rights by written notice recorded in the Sussex County Clerk's Office and such holder of a first security interest may collect such rents in accordance with an assignment of rents under which it is an assignee.

3. Effective Date.

This Amendment to the Bylaws will be effective immediately upon the later of (i) January 14, 2009 and (ii) recordation by the Sussex County Clerk's Office.

4. Notice and Recording.

The Association's managing agent is authorized and directed to prepare correspondence, in appropriate form and substance, and thereafter circulate same, along with a copy of this Resolution, to all Owners. The Association also authorizes and directs its legal counsel to arrange for recordation of a copy of this Resolution with the Sussex County Clerk's Office in order to establish the recording of this Resolution in the chain of title.

