

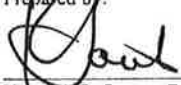
50

WJ



20120827010189090 1/2
08/27/2012 01:07:31 PM D AMEND
Bk: 3296 Pg: 580
Jeffrey M. Parrott, County Clerk
Sussex County, NJ

Record and Return:
Kenneth R. Sauter, Esq.
Berman, Sauter, Record & Jardim, P.C.
P.O. Box 2249
Morristown, NJ 07962-2249

Prepared by:

Kenneth R. Sauter, Esq.

**AMENDMENT TO BY-LAWS OF
BLACK CREEK SANCTUARY CONDOMINIUM ASSOCIATION, INC.
REGARDING TRUSTEE TERMS OF OFFICE**

PREAMBLE

A. The Master Deed for Black Creek Sanctuary, a Condominium (“**Master Deed**”), dated January 23, 2002, was recorded on February 14, 2002 in Deed Book 2607 at Page 001, et. seq. in the Office of the Sussex County Register. The First Amendment to Master Deed dated March 28, 2002 was recorded on April 15, 2002 in Deed Book 2625 at page 129, et. seq. in the Office of the Sussex County Register.

B. The By-Laws of Black Creek Sanctuary Condominium Association, Inc. (“**By-Laws**”) were recorded as an exhibit to the Master Deed.

C. The Association and the Unit Owners have determined that this Amendment is in the best interest of the Unit Owners.

D. The Unit Owners wish to amend Article IV, Section 2 of the By-Laws (captioned “Terms of Office”) to amend the terms of the Trustees from one year to two years.

NOW, THEREFORE, at the open Board meeting or annual meeting of the Black Creek Sanctuary Condominium Association, Inc. (“Association”) held on June 9, 2012 the consent of at least 67% of the Unit Owners in good standing approved the following amendment to the By-Laws:

AMENDMENT

1. Article IV, Section 2 (captioned “Terms of Office”) of the By-Laws of Black Creek Sanctuary Condominium Association, Inc. shall be changed from one year to two years. As of the date of this Resolution, the Unit Owners elect four of the Trustees and the fifth Trustee is appointed by the Declarant. At the first election following the Effective Date of the Amendment, the two Unit Owner elected Trustees receiving the most votes shall serve for terms of two years and the other two Trustees elected by the Unit Owners shall serve for terms of one year. Upon the election of the fifth trustee by the Unit Owners, such trustee shall serve for a term of two years. It is the intent of this Amendment to provide for staggered two year terms.


2. This Amendment shall be effective (the “**Effective Date**”) as of the later of June 30, 2012 or the recording of this Amendment in the office of the Sussex County Clerk.

3. All other provisions contained in the By-Laws, except to the extent they are modified herein, shall remain in full force and effect.

4. The Association's managing agent, secretary or other officer is authorized and directed to distribute a copy of this Amendment to all the Unit Owners within the Association.

5. The Association's legal counsel is authorized and directed to promptly record this Amendment with the Office of the Sussex County Clerk. The Sussex County Clerk is also requested and directed to note, in the margin of the Master Deed and/or the By-Laws, the recording of this Amendment.


**BLACK CREEK SANTUARY
CONDOMINIUM ASSOCIATION, INC.**

X  , President
Frank Dupree

State of New Jersey
County of Sussex SS.:

I certify that on June 9, ²⁰¹²~~2010~~, Frank Dupree personally came before me and acknowledged under oath, to my satisfaction, that:

- a. this person signed and delivered the attached document as the President of Black Creek Sanctuary Condominium Association, Inc., a corporation of the State of New Jersey, named in this document; and
- b. this document was signed and delivered by the corporation as its voluntary act and deed by virtue of authority from its Board of Trustees.


MAUREEN GLAESER
Notary Public of New Jersey
Commission Expires 6/19/2013

286846 (BLKCRK 001)

20120827010189090
08/27/2012 01:07:31 PM
D AMEND
NUMBER OF PAGES : 2
LPHIPPS
Recording Fee : \$50.00

5
WLT

70



20120827010189100 1/5
08/27/2012 01:07:32 PM RESOL
Bk: 3296 Pg: 582
Jeffrey M. Parrott, County Clerk
Sussex County, NJ

Prepared By: K. Sauter
Kenneth R. Sauter, Esq.

Record and Return to:
Berman, Sauter, Record & Jardim, P.C.
P.O. Box 2249
Morristown, NJ 07962-2249
278212 (Blkcrk 002)

BLACK CREEK SANCTUARY CONDOMINIUM ASSOCIATION, INC.

RESOLUTION REGARDING CLOTHES DRYER VENT CLEANING

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 Black Creek Sanctuary Condominium Association, Inc. (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 condominium development commonly known as Black Creek Sanctuary (the "**Community**").

C. The Governing Documents provide that each owner or occupant of a Unit shall comply with, and shall assume ownership or occupancy subject to the provisions of the Governing Documents. Unit Owners, therefore, hold title subject to all provisions of the Governing Documents (including subsequent adopted rules and regulations).

D. For the benefit and protection of the Association and of the individual Owners and occupants, the Board deems it necessary and desirable to establish and operate by procedures regarding the cleaning and maintenance of clothes dryer vents.

E. The Board has been advised that blocked and damaged dryer vents are hazardous and potentially dangerous to the individual Unit Owners and to the property of the Unit Owners and the Association, and that such conditions may cause the Unit Owners and/or the Association to unnecessarily incur injury, costs and damages, including, for example, increased insurance premiums, higher insurance deductibles, and risk of loss (nonrenewal) of insurance coverages.

F. In accordance with the Master Deed and Bylaws, and in accordance with the powers granted to the Association through the New Jersey Condominium Act (N.J.S.A. 46:8B-1 et seq.), the Board has determined that it is, therefore necessary and appropriate, and in the best interest of the Unit Owners, to require regular inspections and to set forth specifically the responsibilities regarding the maintenance, repair and replacement of dryer vents.

G. Except as expressly provided herein, the Rules and Regulations

adopted by the Association and the restrictions, covenants, rules and regulations contained in the Governing Documents shall not be otherwise amended and shall remain in full force and effect.

H. This Resolution was duly introduced and was 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 9th day of June, 2012, that the Board hereby adopts this resolution and the terms and conditions hereof and shall be effective as of the 30th day of June, 2012.

Procedures Regarding Clothes Dryers and Vents:

1. A clothes dryer and clothes dryer vent that services a Unit exclusively is the responsibility of the Unit Owner, and such Unit Owner is therefore responsible for arranging for and paying for cleaning and maintaining its dryer and vent. **Self-inspection shall not be deemed to satisfy the terms and requirement of this Resolution.**

2. Cleaning and maintenance of the Units' dryers and vents shall be regulated and performed in accordance with the terms, conditions, and procedures set forth in Schedule A attached hereto. If a Unit Owner fails to comply with this Resolution, the Association may, but is not obligated to, clean or maintain a Unit Owner's dryer and vent and charge the costs to the Unit Owner.

3. If the Unit Owner fails to comply with the above inspection and repair requirements, the Unit Owner shall be subject to a fine in accordance with the rules and regulations of the Association. Each day of failure to comply with the terms and conditions of this Resolution may be treated as a separate event, subject to any limits imposed by applicable laws.

4. Upon not less than **six (6) months** notice to the Unit Owners, the Association shall have the right to assume responsibility for the dryer and vent inspections, in which event the Unit Owners shall be relieved of their responsibility to perform the dryer and vent inspections. This shall not, however, relieve the Unit Owners from their responsibility for the necessary repairs and/or replacements.

5. 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 Unit 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.

Schedule A


TERMS, CONDITIONS AND PROCEDURES CLEANING AND MAINTAINING CLOTHES DRYERS AND VENTS

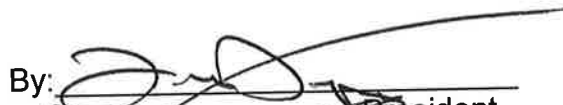
1. Clothes dryer and vent inspection and cleaning shall be performed at least *once every year, beginning in 2012, on or before December 31, 2010* and by November 15 of every second year thereafter at the Association's expense. (The Board may, in its discretion, arrange for these services to be performed, with the costs and expenses to be borne as a common expense.) Periods between cleanings shall not exceed one and one-half (1-½) years. The cleaning shall utilize a "brush and vacuum" technique and shall include the clothes dryer, dryer vent line and exterior dryer vent cap, as applicable.
2. The Association may require completion of an inspection checklist or form by any contractor for the purpose of confirming performance and completion of necessary procedures and repairs.
3. The Board may provide the names and contact information of two or more qualified dryer vent contractors for the purpose of completing any required repairs which are the responsibility of the Unit Owners. Such contractors shall maintain liability insurance and who may provide a discounted group rate for services. Unit Owners are not required to use these contractors.
4. The cleaning contractor must be permitted by each Unit Owner to clean the dryer and vent from within the Unit.
5. If the dryer, dryer vent line or exterior dryer vent cap inspection indicates that any item has failed or is in need of repair or replacement, the Unit Owner shall be responsible for the timely repair or replacement, at its cost and expense. In such event, the Unit Owner shall either (a) arrange with the Association's management company or its own contractor to make repairs or (b) make the repairs itself. The Unit Owner shall submit proof of repair or replacement to the Association, which may be in the form of a paid invoice for the completed work and/or for the necessary parts, or such other documentation as may be reasonably acceptable to the Association, which shall be provided within thirty (30) days following the date of the inspection. If the Unit Owner performs the work, then the Unit Owner shall certify to the Association that the work has been completed and the date upon which it has completed and, similarly, shall provide invoices for any parts purchased.

6. If a Unit Owner cannot arrange for dryer and vent cleaning to be performed on or before the completion deadline, the Unit Owner shall advise the management company in writing, stating the reason for same and the expected time frame for completion. The Board shall review such requests and, if justified and reasonable, the management company will notify the Unit Owner that an extension has been granted. If the request for extension is found unacceptable, the Unit Owner will be notified to comply with the completion deadline. If no response is provided, the request shall be deemed to have been denied and the Unit Owner must comply with the completion deadline.

BLACK CREEK SANCTUARY
CONDOMINIUM ASSOCIATION, INC.

ATTEST:

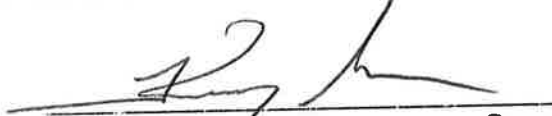

Kerry Gee, Secretary

By: 
Frank Dupree, President

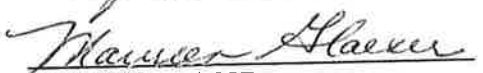
STATE OF NEW JERSEY)
) SS
COUNTY OF SUSSEX)

I CERTIFY that on June 9th, 2012, Kerry Gee
personally came before me and this person acknowledged under oath, to my
satisfaction, that:

- (a) this person is the Secretary of the Association, a nonprofit corporation of the State of New Jersey, named in this document;
- (b) this person signed this document as attesting witness for the proper corporate officer who is Frank Dupree, the President of the corporation;
- (c) this document was signed and delivered by the corporation as its voluntary act and deed by virtue of authority from its Board of Trustees;
- (d) this person signed this acknowledgment to attest to the truth of these facts; and
- (f) this Resolution was duly introduced and was thereafter adopted at a regular scheduled meeting of the Board of Trustees, at which a quorum was present, by a majority vote of the members of the Board of Trustees eligible to vote on this matter.


Kerry Gee, Secretary

Signed and sworn to before me
on June 9th, 2012


MAUREEN GLAESER
Notary Public of New Jersey
Commission Expires 6/19/2013

2012082/010189100
08/27/2012 01:07:32 PM
RESOL
NUMBER OF PAGES : 5
LPHIPPS
Recording Fee : \$70.00