STATE OF NEW JERSEY)
) SS
COUNTY OF SUSSEX)
I CERTIFY that on February 14, 2012, Genry See personally
came before me and this person acknowledged under oath, to my satisfaction, that:
came before the and this person acknowledged under oath, to any satisfaction, mat.
(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 Supre, 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.
incinocis of the Board of Trustees engione to vote on this matter.
The state of the s
Secretary
, Scorotary
Signed; and sworn to before me
on February 14, 2012
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such other documentation as may be reasonably acceptable to the Association. Such proof shall be provided within ten (10) days following the deadline established pursuant to section 3 above. If the Unit Owner performs the required repair, then the Unit Owner shall certify to the Association that the required repair has been completed and the date upon which it has completed and, similarly, shall provide receipts for any parts purchased.

- 5. If the Unit Owner fails to attend to the required or repair and fails to provide proof of completion on or before the stated deadline, the Association shall have the right, but shall not be obligated, to perform the required repair. In addition, the Unit Owner shall be subject to all rights and remedies available to the Association pursuant to the Governing Documents, including self-help, imposition of fines, imposition of costs, commencement of a lawsuit seeking, for instance, compliance, and collection of all related costs in the same manner as unpaid common expenses. 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.
- 6. Failure of the Association to provide the inspection report or to undertake any inspection, or the Association's determination to limit the scope of any system inspections shall not impose any liability, obligation, responsibility, or cost upon the Association, the Board, the Association's manager, or any other agent or representative of the Association, and the Owners remain liable and responsible for all inspections, maintenance and repairs of and to their Units in accordance with the Governing Documents. This Resolution does not in any manner or to any extent relieve the Unit Owners of or from their responsibility for the necessary repairs and/or replacements to their respective systems.

Notice and Recording:

7. 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.

ATTEST:

BLACK CREEK SANCTUARY CONDOMINIUM ASSOCIATION, INC.

, Sccretary

. President

- G. 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 undertake regular inspections and to set forth specifically the responsibilities regarding the maintenance, repair and replacement of dryer vents.
- H. Except as expressly provided herein, the Rules and Regulations previously 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.
- I. 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 or as of this 19 day of fareaux, 2012, that the Board hereby adopts this Resolution and the terms and conditions hereof and shall be effective as of the 19 day of January, 2012.

Procedures Regarding Unit Inspections:

- 1. The Association shall have the right, but shall not be obligated, upon reasonable prior notice to inspect the systems of the Units. Except as may be necessary based upon an emergent situation or reasonable belief that more frequent inspection is necessary, inspection of any system shall be conducted no more often than annually. All Unit Owners are required to cooperate with the Association in connection with such inspections, which shall include but not be limited to providing access. Each Unit Owner will be responsible to make an appointment for such inspections with the Association or its designated contractors.
- 2. The costs of the inspections shall be borne by the Association and treated as a common expense of the Association. The Association shall, upon request, provide a copy of the inspection report to the applicable Unit Owner.
- 3. If the inspection report indicates the need for maintenance, repair or replacement, and such maintenance, repair or replacement is reasonably required to avoid or minimize any cost or damage as described in paragraph E above (a "required repair"), the Association shall provide a copy to the applicable Unit Owner along with a statement regarding the deadline for completion of such required repair. If no deadline is stated, then the deadline shall be the thirtieth (30th) day following the date the inspection report is sent to the Unit Owner.
- 4. If the inspection report indicates that any system or system component has failed and is in need of a required repair, the Unit Owner shall be responsible for the timely completion of the required repair, at its cost and expense. In such event, the Unit Owner shall either (a) hire a licensed contractor to make the required repair or (b) make the required repair itself. The Unit Owner shall submit proof of completion of the required repair to the Association, which may be in the form of a paid invoice for the completed required repair and/or for the necessary parts, or

Record and Return to: Berman Sauter Record & Jacobs, P.C. P.O. Box 2249 Morristown, NJ 07962-2249 333169 (Bikerk 001)

Prepared By:		
	Kenneth R. Sauter, Esq.	

BLACK CREEK SANCTUARY CONDOMINIUM ASSOCIATION, INC.

RESOLUTION REGARDING INSPECTIONS OF UNIT SYSTEMS

PREAMBLE

- 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. Section 11.03 of the Master Deed authorizes the Association to enter and inspect the Units upon reasonable prior notice to the Owner, except that notice is not required in the case of an emergency.
- D. 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).
- E. The Board has determined that faulty and improperly inspected, serviced and maintained plumbing, heating, ventilating, air conditioning, cooking appliances, safety appliances (e.g. fire extinguishers and carbon monoxide and smoke detectors), windows and screens, and other building systems (collectively referred to as "systems") are hazardous and potentially dangerous to the individual Unit Owners and occupants and to the property of the Unit Owners, occupants and the Association, and that such conditions may cause the Unit Owners and/or the Association to unnecessarily incur costs and damages, including, for example, increased maintenance costs, 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 annual inspections and to set forth specifically the responsibilities regarding the maintenance, repair and replacement of heating systems and components.