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Bk: 3310 Pg: 479  
Jeffrey M. Parratt, County Clerk  
Sussex County, NJ

286681vJ (BlkCrk 001)  
Record and Return:  
Kenneth R. Sauter, Esq.  
Berman Sauter Record & Jacobs, P.C.  
P.O. Box 2249  
Morristown, NJ 07962-2249

Prepared by:

  
Kenneth R. Sauter, Esq.

**AMENDMENT TO MASTER DEED OF  
BLACK CREEK SANCTUARY CONDOMINIUM  
REGARDING PETS (DOGS)**

**PREAMBLE**

A. The Master Deed for Black Creek Sanctuary, a Condominium (the “**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. (the “**By-Laws**”) were recorded as an exhibit to the Master Deed.

C. The Association and the Unit Owners have determined that this Amendment to the Master Deed is in the best interest of the Unit Owners and the Black Creek Condominium community (the “**Community**”).

D. The Unit Owners wish to amend Section 10.15 of the Master Deed (captioned “**Pets**”) to permit one (1) dog per Unit.

**NOW, THEREFORE**, at the annual or open meeting of the Black Creek Sanctuary Condominium Association, Inc. (the “**Association**”) held on November 17, 2012, the consent of at least 67% of the votes allocated for all Units (at least 90 votes) approved the following amendment to the Master Deed:

**MASTER DEED AMENDMENT**

1. Section 10.15 of the Master Deed of Black Creek Sanctuary, a Condominium, (captioned “**Pets**”), shall be amended by deleting the existing language and replacing it with the following: “No animals of any kind shall be raised, bred or kept on the Property or in any Unit. Notwithstanding the preceding sentence one (1) dog may be kept within a Unit provided such dog does not exceed 35 pounds. In addition, the Board shall have the right, by resolution of the Board, to amend the weight limit provided, if the weight limit is reduced, that any “**overweight**” dog shall be grandfathered in the manner and subject to the conditions outlined in Schedule A attached hereto. No other animal shall be raised, bred or kept on the Property or within any Unit. The Board shall also have the right to promulgate, adopt and amend rules and regulations regarding maintaining of any dog within the Community. Any such rules and regulations are

subject to change from time to time by the Board. The initial rules and regulations, including certain "grandfathering" clauses as to existing dogs and weights, are set forth on Schedule A attached hereto.

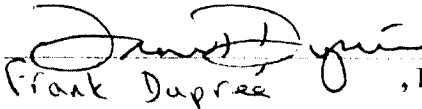
2. This Amendment shall be effective as of the later of April 15, 2013 or the recording of this Amendment in the office of the Sussex County Clerk (the "Effective Date").

3. All other provisions contained in the Master Deed, 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.**

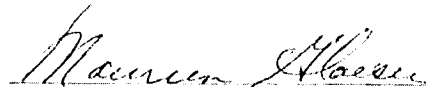
  
Frank Dupree, President

State of New Jersey  
County of Sussex SS.:

I certify that on March 29<sup>th</sup>, 2013, 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 Directors.

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NUMBER OF PAGES : 2  
GLYONS  
Recording Fee : \$50.00



286681 (BLKCRK 001)

**MAUREN GLAESER**  
**NOTARY PUBLIC OF NEW JERSEY**  
Commission Expires ~~6/19/2009~~  
2013

## SCHEDULE A

1. One (1) dog or, if “grandfathered,” two (2) dogs may be maintained within each Unit. In addition, any grandfathered dog is also grandfathered as to its weight, provided that no grandfathered dog exceeds 75 pounds. In order to document and maintain a record of compliance with the Master Deed (as amended) and the terms and conditions of the Association’s Governing Documents, the following rules and regulations are hereby adopted:

a. Residents shall not maintain more than one (1) dog in any Unit. In no event shall more than one (1) dog be maintained within any Unit. This restriction shall not apply to any other or excess (“second”) dog per Unit maintained as of the Effective Date. Once any excess dog dies or is no longer housed at the Unit, it shall not be replaced or returned to the Unit. It is the intent of the Association to “grandfather” preexisting second dogs and preexisting dogs exceeding (as of or after the Effective Date) 35 pounds (but in no event exceeding 75 pounds), and to ultimately provide for each Unit to be limited to housing one dog which does not exceed 35 pounds.

b. A second dog or a dog exceeding (as of or after the Effective Date) 35 pounds housed within a Unit as of the Effective Date, and which is properly registered with the Association pursuant to this Resolution, may remain but shall not be replaced. Each Unit Owner shall have a period of thirty (30) days following the Effective Date in which to request registration of any second dog with the Association. Registration shall be accomplished by providing the following information, in writing, to the Association, and such other information as may be requested by the Board: (i) Name and address of dog owner (if other than the Unit Owner); (ii) Relationship of the dog owner to Unit Owner (i.e., same, tenant, resident, etc.); (iii) Unit in which the dog shall be maintained; (iv) Date of acquisition of the dog; (v) Name of the dog; (vi) Recent (and dated) photograph of dog; (vii) Age of dog; (viii) Weight of the dog; and (ix) Proof of municipal registration, if applicable. If a Unit Owner does not register its dog with the Association within thirty (30) days following the Effective Date, such dog shall be presumed and deemed not to have been maintained at the Unit prior to the date of this Resolution and shall not be “grandfathered,” as to its existence within the Community or its weight.

2. Any violation of the terms and conditions set forth this Resolution shall subject the Unit Owner to a fine in accordance with the Governing Documents, which shall be enforceable and collectable in the same manner as the nonpayment of a maintenance fee or assessment. Each occurrence and each separate day of violation with respect to a continuing violation shall be deemed to be a separate violation, and subject to a separate or additional fine. The Unit Owner shall be responsible for violations of the terms and conditions of this Resolution caused by any tenant or other resident of its Unit.

3. Dogs shall be walked on, upon and within the streets and parking areas. No dog shall be permitted to run at large within the Community, and each dog shall be securely leashed and shall be accompanied by a person who is capable of controlling it.

4. Dogs shall not be permitted to habitually bark, howl, or cry; disturb the rights of any other Owners or residents to peaceful enjoyment and occupancy; or intimidate any other Owner, resident, or pet.
5. Dogs shall not be permitted to cause any injury to any persons or other animals or to cause damage to any Common Elements or any property of any other Unit Owner.
6. Dogs shall not be permitted to soil, defile, or commit any nuisance upon the Common Elements of the Community.
7. Dogs shall be properly licensed in compliance with any and all applicable municipal and other governmental ordinances. Proof of licensing shall be provided to the Association on an annual basis and, in any event, shall be provided within thirty (30) days following the applicable license renewal date. Any dog that does not bear a license shall be deemed to be a dog that is not permitted within the Community and may be reported to the municipal animal control officer. All applicable municipal ordinances and requirements are incorporated in and made a part of this Resolution. Therefore, a violation of any municipal ordinance or other requirement shall be deemed to be a violation of this Resolution.
8. Except as expressly set forth in this Resolution, no dogs may be kept within the Community.
9. The terms and conditions of this Resolution are subject to applicable governmental laws, rules, and regulations (including those pertaining to guide dogs and pursuant to the Americans with Disabilities Act). In the event of any inconsistency, any violative provision of this Resolution shall be void and subject and subordinate to any such governmental requirements.
10. The Association has the right to require a Unit Owner to remove an animal that poses a threat or a nuisance to the Community, which is not permitted pursuant to the Master Deed or this Resolution; or which otherwise violates the terms and conditions outline in this Resolution or any other provision of the Governing Documents. The Board may require the removal of any dog or ban any breed of dog (i) that exhibits or has a propensity to exhibit undesirable, destructive or threatening behavior, such as attacking, biting, jumping, fighting, nuisance, continual or excess barking or other noise, or threat of injury to persons or damage to property or (ii) that otherwise adversely affects the peace, quiet or enjoyment of any resident in the Community.
11. The cost of enforcement and removal shall be imposed upon and borne by the Unit Owner, and shall include all costs and expenses such as reasonable attorney's fees and costs and the remediation of any damage.
12. The Association may impose and collect a registration or other fee upon the Owner of a Unit in which a dog is maintained in an amount reasonably necessary to cover the proportionate cost (based, for instance, on the number of dog) incurred by the Association in connection with cleanup and removal of feces, turf restoration, administrative costs, and any other expenses incurred by the Association.