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 Bk: 3325 Pg: 235  
 Jeffrey M. Parrott, County Clerk  
 Sussex County, NJ

**Record and Return to:**  
**Hill Wallack LLP**  
**89 Headquarters Plaza, Suite 1428**  
**Morristown, NJ 07960**

**Prepared by:** *K. Sauter*  
**Kenneth R. Sauter, Esq.**

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

**RESOLUTION REGARDING MAINTENANCE OF AND ACCESS TO UNITS;  
 RIGHT TO SHUT OFF ELECTRIC SERVICE**

**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 experienced Unit Owners and occupants failing to maintain adequate interior temperatures resulting in, among other matters, freezing and bursting of water lines and fire suppression systems, resulting in substantial damage to Units and hazardous and dangerous conditions for individual Unit Owners and occupants. Such failings and conditions cause the Unit Owners, occupants and/or the Association to unnecessarily incur costs and damages, including, for example, increased maintenance and repair 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 clarify and specify the Unit Owners' obligations and the Association's rights regarding interior temperatures and access to the Units.

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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 set forth specifically the responsibilities of the Unit Owners regarding minimum Unit interior temperatures and Unit access.

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 \_\_\_\_\_ day of \_\_\_\_\_, 2013, that the Board hereby adopts this Resolution and the terms and conditions hereof and shall be effective as of the \_\_\_\_\_ day of \_\_\_\_\_ 2013.

**Unit Access:**

1. The Association shall have the right, but shall not be obligated, upon reasonable prior notice to inspect the Units, except that no notice is required in the event of an emergency, to access (enter) the Units. An emergency which means, for example, a reasonable belief that injury to a person or damage to property will imminently occur or will be exacerbated if access is delayed.

2. The Unit Owner shall be responsible for all costs and expenses incurred in obtaining access (such as the costs of a locksmith and repairs to any door or other Unit components) if the access reveals that the Unit Owner has violated the terms of this Resolution. Otherwise, the costs of access shall be borne by the Association and treated as a common expense of the Association.

**Minimum Temperatures:**

3. Unit Owners are required to maintain a minimum interior temperature of 50 degrees throughout the Unit. This minimum temperature shall not be achieved, in whole or in part, through the use of electric powered space heaters or heat pumps. (Unit Owners are reminded that the Master Deed requires the Unit Owners to maintain their Units and holds the Unit Owners responsible for any damage or injury resulting from their failure to do so and for any action resulting in an increase in the Association's insurance premiums.)

4. If a Unit Owner fails to maintain the required minimum temperature, the Association shall have the right, but shall not be obligated, to enter the Unit to do so and/or to shut off the utilities serving the Unit and "winterize" the Unit, all at the cost and expense of the Unit Owner. In addition, the Unit Owner shall be subject to all rights and remedies available to the

Association pursuant to the Governing Documents, including suspension of Association member rights and privileges, 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 failure to comply with the terms and conditions of this Resolution shall subject the Unit Owner to a \$100.00 fine and each day of failure to comply may be treated as a separate event, subject to any limits imposed by applicable laws.

**Right to Cut Off Utilities for Nonpayment of Assessments or other Association Expenses:**

5. The Units are supplied with electricity via common meters. As a result, delinquent Unit Owners continue to receive electric services despite their failure to contribute, in whole or in part, to the Association's common expense charges for electricity; the compliant Unit Owners effectively subsidize the delinquent Unit Owners. In order to promote timely payment of common expenses and contribution toward operating expenses, when a Unit Owner fails pay its common expenses or other Association charges, the Association is authorized and reserves the right, in its discretion and in addition to any and all other collection enforcement rights and remedies, upon not less than ten (10) days' notice to the delinquent Unit Owner at its address set forth in the Association's records, to shut off or otherwise interrupt the electric utilities serving the Unit and, also in its discretion, to "winterize" the Unit, all at the cost and expense of the Unit Owner.

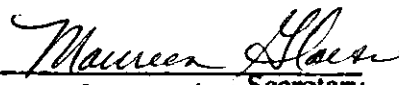
6 The Unit Owners remain liable and responsible for all inspections, maintenance and repairs of and to their Units in accordance with the Governing Documents. This Resolution does not in any manner or to any extent relieve the Unit Owners of or from their responsibility for the necessary maintenance, repairs and/or replacements to their Units.

**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.

By:   
Maureen Glaser, Asst. Secretary

  
Frank Dupree, President

