

Warren County  
Patricia J. Kolb  
Acting County Clerk

Book: 2153 Page: 232

Document Number: 2007- 00301776 Document Type: Miscellaneous Deed  
Recorded Date: 06/08/2007

Parties: BROOKFIELD CONDOMINIUM ASSOCIATION INC  
BROOKFIELD CONDOMINIUM ASSOCIATION INC

Pages Charged: 4  
Pages Scanned: 5

Comment:

Recorded By: RAMSEY BERMAN

**\*\* Examined and Charged as Follows \*\***

Miscellaneous Deed	28.00
Coversheet	0.00
Preservation	20.00
Recording Fees Difference	12.00

Recording Fee: 60.00

**\*\* DO NOT REMOVE \*\***

**\*\* This Page is Part of the Document \*\***

I hereby certify that the within and foregoing was recorded in the Clerk's Office for:

**File Information**

Document Number: 2007- 00301776  
Recorded Date: 06/08/2007 10:18 A  
Receipt Number: 123572

**Mail Back**

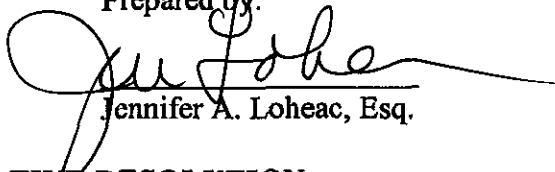
RAMSEY BERMAN  
JENNIFER A LOHEAC  
PO BOX 2249  
MORRISTOWN NJ 07962-



**\*\* DO NOT REMOVE \*\***

**\*\*This Page is Part of the Document\*\***

Prepared by:

  
Jennifer A. Loheac, Esq.

**ADMINISTRATIVE RESOLUTION**

**BROOKFIELD CONDOMINIUM ASSOCIATION, INC.**

(the "Association")

(Regarding Late Payment Fees and Procedures)

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

A. The Master Deed for Brookfield Condominium Association, Inc., a Condominium, dated April 20, 1999, as it may have thereafter been amended (collectively the "Master Deed") and the Bylaws of Brookfield Condominium Association, Inc. as thereafter amended (collectively, the Bylaws) were recorded in the office of the Warren County Clerk on April 20, 1999, in Deed Book 1618, Page 244, et seq., and any and all amendments thereto.

B. Article VI, Section 6.01, of the Bylaws permits the Board of Trustees (the "Board") to adopt, amend, and publish rules and regulations covering the details of the operation and use of the Common Elements.

C. Article VII, Section 7.09, of the Bylaws permits the Board to establish the amount of a late fee to be imposed upon a Unit if payment of the Unit Owner fails to pay the common expenses assessed to the Unit within a timely manner. The Board, in its sole discretion, may determine the amount of the late fee up to the maximum amount permitted under applicable law.

D. For the benefit and protection of the Association and of the individual Unit Owners, the Board deems it necessary and desirable to establish the following fees and supplementary procedures regarding the late payment of assessments and other charges.

E. Except as expressly provided herein, the Rules and Regulations previously adopted by the Association shall not be otherwise amended and shall remain in full force and effect.

F. 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 of Trustees eligible to vote on this matter.

**NOW, THEREFORE, BE IT RESOLVED**, on the 11 day of April, 2007, as follows:

1. In the event any term or provision of this Resolution contradicts the terms and provisions of the Master Deed, or Bylaws, the terms and provisions of the Master Deed or Bylaws shall control. This Resolution shall, however, be construed to afford the greatest amount of power, authority, latitude, and discretion to the Board, provided same does not violate the Master Deed, the Bylaws, or applicable laws.

2. In connection with the enforcement of any of the terms of the Master Deed, the Bylaws, and any rules, regulations, guidelines, or standards adopted pursuant thereto (collectively, the "Condominium Documents"), the Board hereby adopts the following procedures and policies in connection with the payment of any and all Common Expense assessments, special assessments, fees, late fees, counsel fees, filing fees, charges, and any other payments due or coming due from any Unit Owner to the Association (collectively, "outstanding charge(s)"):

A. Payment Due Date: Late Charge. All monthly installments of annual Common Expense, Limited Common Expense, or Special Assessment (collectively, "Assessment") shall be due and payable on the first day of the calendar month. All other payments shall be due and payable upon notice thereof or, if expressly set forth, then upon the date set forth in the notice. The Association is not required to send monthly statements or reminders of default regarding monthly installments of annual Common Expense Assessments or any other outstanding charges.

If any outstanding charge is received on or before the 10<sup>th</sup> day following the date upon which it is due, there will be no late payment fee due and owing. If any outstanding charge is paid after the 10<sup>th</sup> day following the date upon which it is due, there shall be due to the Association a late payment fee of \$10.00.

B. Acceleration. Pursuant to Article VII, Section 7.08 of the Bylaws, the Board is required to accelerate the balance of the monthly installments of an Assessment if the monthly installment has not been paid in accordance with the terms stated therein.

C. Lien Filing. Pursuant to Article VII, Section 7.08 and 7.09 of the Bylaws, if any Unit Owner fails to make full payment of any outstanding Assessment or other outstanding charge within ninety (90) days of the date such charge is due, then the Association's attorney is authorized and directed to file a lien with the Warren County Register, and the Unit Owner shall be liable for the attorney's fee for the preparation of the lien and, in addition, shall be responsible for any recording and search fees incurred as a result of such recording. The fees and costs provided for in this paragraph shall be in addition to any other fees, costs, and expenses imposed in connection with the collection of outstanding charges.

D. Interest and Collection Fees. Pursuant to Article VII, Section 7.09 of the Bylaws, the Board, at its option, has the right to impose interest at the legal maximum rate for

any unpaid Assessment, if payment of the Assessment is not made in accordance with the terms and conditions of the Bylaws. Further, should the Association be required to foreclose a lien and/or commence a lawsuit to collect the outstanding charges, then the Board may include with the outstanding charges an additional charge representing up to twenty (20%) percent of the gross amount due as counsel fees in addition to all court costs and expenses permitted by applicable law.


**E. Post Judgment Collection Options.** Once a Judgment is obtained by the Association, the following options may be utilized to satisfy the Judgment: Asset search, Rent Levy, Bank Levy, Sale of Personal Property, including automobiles, Wage Garnishment and Information Subpoena. The Association attorney and management agent may be directed by the Board, prior to obtaining judgment, to begin gathering information to pursue any or all of these options. Failure by the Unit Owner to respond to the Information Subpoena will result in a Warrant for their arrest being issued. Subsequent apprehension by the Sheriff or Constable will result in jail time until all requested information is supplied.

**F. Application of Payments.** Late payments of Assessments and any other charges shall be received and applied in the following order, until exhausted or until such charges have been paid in full: first, against late charges; then, against recording fees and other miscellaneous charges; then against attorney's fees, court costs, and costs of suit; then against interest charges; and, finally, against the Assessment(s).


3. This Resolution shall be effective as of the date of its recording. The Association's managing agent is authorized and directed to forward an executed copy of this Resolution to all Unit Owners. The Association's attorney is authorized and directed to record this Resolution in the Warren County Clerk's Office. The Warren County Register is also authorized, requested, and directed to note, in the margin (and/or such other appropriate place) on the Master Deed reference to this Resolution (and to any other amendment or Resolution pertaining thereto) which has been adopted in accordance with the terms of the Condominium Documents.

4. A copy of these rules and regulations shall be provided to all Unit Owners and shall be included or summarized in any new Unit Owner informational booklets or similar printed material.

**ATTEST:**

  
Secretary  
Jack Mortell

**BROOKFIELD CONDOMINIUM  
ASSOCIATION, INC.**

BY:   
CHARLES P. DUFFEY, President

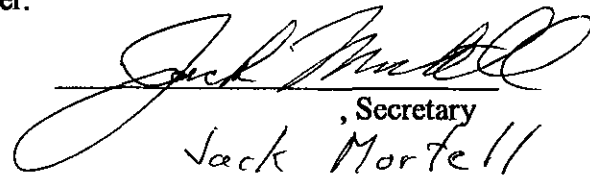
STATE OF NEW JERSEY )

) SS:

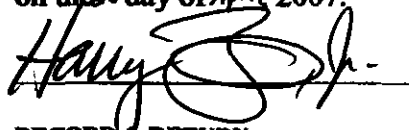
COUNTY OF )

I CERTIFY that on April 25, 2007, Jack Mortell, personally came before me and this person acknowledged under oath, to my satisfaction, that:

- (a) this person is the Secretary of the Brookfield Condominium Association, Inc. (the "Corporation"), a 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 Charles Duffy, the President of the Corporation;
- (c) this person knows the proper corporate seal of the Corporation and the proper corporate seal was affixed;
- (d) this document was signed and delivered by the Corporation as its voluntary act and deed by virtue of authority from its Board of Trustees (the "Board");
- (e) 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 at which a quorum was present, by a majority vote of the members of the Board eligible to vote on this matter.

  
 \_\_\_\_\_, Secretary  
 Jack Mortell

Signed and sworn to before me on the 25 day of April 2007.

  
 \_\_\_\_\_

**RECORD & RETURN:**  
 Jennifer A. Loheac, Esq.  
 Ramsey Berman, P.C.  
 P.O. Box 2249  
 Morristown, New Jersey 07962-2249

**HARRY H. ZIKAS, JR.**  
**NOTARY PUBLIC OF NEW JERSEY**  
 My Commission Expires May 18, 2010

#211722v2-Brookfield

60

Recorded

Jun 08 2007 10:18:42A

PATRICIA J. KOLE  
 ACTING WARREN COUNTY CLERK  
 BELVIDERE, NJ