

THE LAW OFFICES OF
JUDITH A. FALLAT
MEMBER NJ AND NY BAR

JAMES F. KANE, OF COUNSEL
CERTIFIED BY THE SUPREME COURT OF NEW JERSEY
AS A CIVIL TRIAL COUNSEL ATTORNEY
MEMBER NJ AND CA BAR



June 24, 2019

VIA EMAIL ONLY:

Samantha Regner
Matrix Property Management Group
50-C Main Street
Succasunna, NJ 07876

Re: Mountainview Manor Condominium Association
Amendment to By-Laws

Dear Sam:

Enclosed please find recorded copy of the above referenced Amendment for your records.

Very truly yours,

A handwritten signature in black ink, appearing to read "Judith A. Fallat". The signature is fluid and cursive, with a large loop at the end.

Judith A. Fallat

JAF/cjs
File 7105
Encl.

Morris County Recording Cover Sheet



**Honorable Ann F. Grossi, Esq.
Morris County Clerk**



MORRIS COUNTY, NEW JERSEY
ANN F. GROSSI, COUNTY CLERK
AMND-OR BOOK 23555 PG 940
RECORDED 06/18/2019 13:54:09
FILE NUMBER 2019030643
RCPT #: 1447973; RECD BY: JPascarelli
RECORDING FEES \$70.00

Official Use Only - Realty Transfer Fee

Official Use Only - Barcode

Date of Document:
June 4, 2019

Type of Document:
Amendment to Bylaws

First Party Name:
Mountainview Manor Condominium Association,
Inc.

Second Party Name:

Additional Parties:

THE FOLLOWING SECTION IS REQUIRED FOR DEEDS ONLY

Block:	Lot:
Municipality:	
Consideration:	
Mailing Address of Grantee:	

THE FOLLOWING SECTION IS FOR ORIGINAL MORTGAGE BOOK & PAGE INFORMATION FOR AN ASSIGNMENT, RELEASE, OR SATISFACTION OF A MORTGAGE OR AN AGREEMENT RESPECTING A MORTGAGE

Original Book:	Original Page:
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MORRIS COUNTY RECORDING COVER SHEET

Please do not detach this page from the original document as it contains important recording information and is part of the permanent record.

WARNING: Information contained on the Recording Cover Sheet must exactly match the information within the attached document or the document will be rejected and returned.

Prepared By:


Judith A. Fallat, Esq.
92 B roadway, Suite 201
Denville, NJ 07834

AMENDMENT TO BY-LAWS

This Amendment to the By-Laws of Mountainview Manor Condominium Association, Inc. is made this 4th day of June, 2019, by Mountainview Manor Condominium Association, Inc., a non-profit corporation located in Rockaway, New Jersey.

WHEREAS, by Master Deed, recorded in the Morris County Clerk's Office on October 2, 1986 in Book 2897 Page 348, Mountainview Manor Condominium Association, Inc. was established pursuant to N.J.S.A. 46:8B-1 et. seq.; and

WHEREAS, N.J.S.A.45:22A-21 et seq. provides for amendment of the By-Laws if a ballot provided to the members of the Association to reject a proposed amendment fails to receive at least ten percent (10%) of the vote within thirty (30) days of its mailing; and

WHEREAS, at least ten percent (10%) of the Owners failed to reject a proposed amendment of the Bylaws within thirty (30) days of mailing.

NOW, THEREFORE, the Bylaws of Mountainview Manor Condominium Association, Inc. are hereby amended as follows:

1. Article V is amended to provide that each Unit shall be entitled to one vote. When more than one person holds the interest, the vote may be exercised among the owners but may not exceed one vote with regard to each Unit.
2. Notices may be sent electronically to Association members, provided that members are afforded the option to receive Association paper notices by regular mail.
3. Article VIII Section 3 is amended to provide that the capital contribution collected from the purchaser at each title transfer shall be equal to three (3) monthly installments of the annual common expense assessment at the time of transfer.

4. Article VIII is amended to provide that the Association may, but is not mandated to, file a claim of lien if Association assessments are unpaid for two months and may, but is not mandated to, file a foreclosures action if the lien is not paid within one month of recording.

5. The following is added to Article VIII:

Late Fee, Interest, & Counsel Fee The annual assessment (maintenance fee) shall be due in advance for the entire year on the first day of each fiscal year. However, unit owners in good standing may pay the annual assessment in equal monthly installments so that the sum total of the annual assessment is paid in full by the end of a fiscal year.

All monthly installments of the annual assessment are due in advance on the first day of each and every month. In the event that a monthly payment is made between the first and the thirtieth day of the month, there will be no late payment fee due or owing. If the monthly payment is made after the thirtieth day of the month, there shall be due to the Association a late payment fee in the amount of fifteen percent (15%) of the monthly installment of annual assessment. Each maintenance fee installment shall be regarded as a separate payment for the calculation of late payment fees. The Board may also impose interest not to exceed the maximum rate permitted by law. In the event that the Board shall effectuate collection of said Assessments or charges, including fines or penalties, by resort to counsel and/or the filing of a lien, the Board may add to the aforesaid Assessments or charges all legal fees and costs incurred by the Association in connection with such collection, in addition to such other costs as may be allowable by law. It is intended by this provision that legal fees include all legal fees and costs incurred post-judgment in collection actions or lien foreclosures.

Application of Payments. Each payment received by the Association from each owner will be applied in the following manner: First to attorneys' fees and legal costs; Second to late charges and interest due; Third, to fines and penalties imposed; Fourth, to reimbursement of other costs incurred by the Association with respect to the subject unit, not otherwise covered by the common expense expenses; Fifth, to common expense assessments past due; Sixth, to current common expense assessments due; and last, to future common expense assessments.

Assignment of Rents.

In the event of default in payment of Association fees due on any Unit owned by Unit Owner, the Board of Trustees may notify Tenant and Unit Owner that the Tenant is to pay rents due on the Unit to the Association rather than to the Unit Owner. The Tenant's payment of rents to the Association rather than the Unit Owner shall not constitute a default in this Lease for nonpayment of rents, and shall not be cause for eviction of Tenant by Unit Owner for nonpayment of rents.

Unit Owner hereby assigns the right to collect rents on this Unit to the Association in the event Unit Owner is delinquent in the payment of Association fees due on any Unit owned by the Unit Owner. Prior to collecting rents directly from Tenant, the Board shall

notify the Unit Owner of the default in payment of Association fees and demand that payment in full be made within thirty (30) days of such demand. If the Unit Owner fails to make payment within said thirty (30) day period, then the Board may collect rents directly from Tenant until all fees due the Association are paid in full. Collection of rents shall be made upon written notice to the Tenant and Unit Owner sent by Regular Mail and Certified Mail Return Receipt Requested.

6. Article IX Section 1 is amended to provide that the annual meeting shall be held in the ~~first~~ ^{second} quarter of the calendar year.

7. Article IV Section 6 is amended to provide for a quorum of twenty percent (20%) of the owners in good standing.

8. Article XIII is amended to add the following:


The Board shall have the right to levy fines for violations of the Association Governing Documents and Rules and Regulations in accordance with N.J.S.A. 46:8B-15. Each day that a violation continues after receipt of notice by the unit owner may be considered as a separate violation. Any fines so levied shall be considered as a common expense to be levied against the particular unit owner involved, and collection may be enforced by the Board in the same manner as the Board is entitled to enforce collection of common expenses. The Association may levy and collect assessments duly made by the Association, including fines, upon proper notice to the appropriate unit owner together with interest thereon, late fees and reasonable attorneys fees.

In accordance with N.J.S.A. 46:8B-15(f), a fine shall not be imposed unless the unit owner is given written notice of the action taken and of the alleged basis for the action, and is advised of the right to participate in a dispute resolution procedure in accordance with sub-section (k) of N.J.S.A. 46:8B-14.


IN WITNESS WHEREOF, this Amendment to the By-Laws of Mountainview Manor Condominium Association, Inc. has been executed on this ⁴ day of ~~June~~ ^{June}, 2019 by and on behalf of Mountainview Manor Condominium Association, Inc.

ATTEST:

**MOUNTAINVIEW MANOR
CONDOMINIUM ASSOCIATION, INC.**



Marilyn Wechselblatt, Secretary
Andrew Boettcher



Thomas McNee, President
Jennifer Kralik acting President

