

MORRIS PLACE CONDOMINIUM ASSOCIATION, INC. (the "Association")

ADMINISTRATIVE RESOLUTION NO. __

PERTAINING TO PARKING, TOWING AND REGISTRATION OF VEHICLES

WHEREAS, the Board of Trustees of Morris Place Condominium Association, Inc. (the "Association") has determined that certain limitations should be placed upon parking in the community; and

WHEREAS, the Association has determined that certain Residents are parking regularly in visitor/overflow parking spaces and thereby preventing guests from using these spaces; and

WHEREAS, the Association recognizes that an increase in the number of Association Residents may result in more than two vehicles per unit being kept within the Association; and

WHEREAS, the Association has allocated no more than 12 Visitor/Overflow Spaces for Residents who pay a Special Permit Fee ("The Special Permit Spots"); and

WHEREAS, the Association's Master Deed (The Master Deed) Paragraph 11, Section 11.05 provides that the Board has the power to implement a system for imposing fines and penalties and assessing interest and attorney fees on Unit Owners who violate or whose tenants or occupants violate this Master Deed, the Bylaws or Rules and Regulations,

NOW, THEREFORE, BE IT RESOLVED THAT:

The Association adopts the following restrictions, regulations and penalties, hereinafter referred to as the "Rules," which shall be binding upon all Unit Owners and their grantees, lessees, tenants, occupants, guests, invitees, successors, heirs, and assigns, and which shall supersede any previously adopted rules and/or regulations with respect to the same subject matter.

1. DEFINITIONS

These definitions shall apply solely for the purpose of this resolution.

"Unit Owner" shall be defined as any person or entity that appears as an owner of record of a Unit within the Association in the Records of the Clerk of Morris County.

"Tenant" shall be defined as any person or entity who resides in the Association and who is obligated to make payment to and/or makes payment to a Unit Owner because of such

residence whether such obligation is evidenced by a lease or not.

"**Resident**" shall be defined as (1) the Owner of a Unit if he/she occupies the unit or (2) the Tenant.

"**Resident Vehicles**" shall be defined as vehicles regularly kept at Morris Place for 14 or more consecutive nights and owned and/or operated by a Resident.

"**Visitor/Overflow Parking Space**" shall be defined herein as common area parking spaces along the Association's roadway designated by painted stripes.

"**Resident Special Permits**" shall be defined as parking permits enabling Residents to park one Resident Vehicle in a Resident Special Permit Space designated for Permit parking.

"**Resident Special Permit Space**" shall be defined as Visitor/Overflow Parking Spaces allocated and marked for resident special permit parking.

The "**Responsible Unit Owner**" shall be defined the owner of the Unit responsible for bringing or allowing a vehicle on the Association's property.

2. **VEHICLE REGISTRATION REQUIRED**

Every Resident shall register each and every Resident Vehicle that they drive or intend to drive onto the Association's property with the Association's management company. The registration form must be completed and submitted to management within ten (10) days of (1) moving into the community and/or (2) acquiring a new motor vehicle. Residents who fail to complete a vehicle registration in accordance with the above will be fined according to the Association's fine resolution.

3. **REGISTRATION MUST BE KEPT UP TO DATE**

If a Resident changes vehicles or the vehicle's Motor Vehicle Commission information changes, the Resident must complete and submit to management a new registration form within ten (10) days of such change. Residents who fail to update a vehicle registration in accordance with the above will be fined according to the Association's fine resolution.

4. **WINDOW STICKERS REQUIRED**

Up to two (2) Resident parking stickers will be distributed free of charge to Residents upon completion and submission of the registration forms. Residents who purchase Special Permit parking per section 6 below will be distributed one (1) Resident Special Permit sticker for each vehicle registered with the association, with a maximum of three (3) Resident Special Permit parking stickers per Unit, after receipt of registration forms and all fees.

Stickers shall be placed on the outside of the rear window of registered vehicles, in the bottom left corner. The Association shall not be responsible for fines, towing or other expenses imposed on Resident Vehicles that do not display a Resident parking or Special Permit parking sticker or that display stickers in locations other than that specified above.

5. **RESIDENTS MAY NOT PARK IN VISITOR/OVERFLOW PARKING SPACES**

Except as provided pursuant to the Special Permit parking program, **NO RESIDENT MAY PARK IN ANY VISITOR/OVERFLOW PARKING AREA.**

6. **PROGRAM TO ISSUE VISITOR/OVERFLOW PARKING PERMITS TO RESIDENTS WHO PAY SPECIAL PERMIT FEE**

On a pilot basis, the Association hereby sets aside the 12 Visitor/Overflow Parking Spaces designated on the map attached hereto as exhibit "A" as Resident Special Permit Spaces exclusively for parking of cars displaying a "Resident Special Permit."

Residents, and Residents only, may purchase permits to park no more than one (1) of their vehicles at a time in one of the 12 Resident Special Permit Spaces. Residents

Special Permits shall cost \$240 annually. Resident Special Permits shall be issued on a first come, first served basis. When demand for Resident Special Permit parking spaces exceeds the 12 Resident Special Permit Spaces designated in the community, Resident Special Permit Spaces shall be assigned to Residents who have applied for them by lottery each year in October at the Association's regular board meeting. **No more than one vehicle per Unit may be parked in Resident Special Permit Spaces at a time.**

If the Association discontinues the Resident Special Permit program or if a Resident surrenders their Resident Special Permit, the Association shall refund the annual fee on a prorated basis for all full months in which the vehicle will not be kept on the property.

7. **RESIDENT PARKING**

Residents may only park their vehicles in their garage, their driveways or, with a valid Resident Special Permit, in a Resident Special Permit Space. Only one Resident Vehicle per Unit may be parked in a Resident Special Permit Space at a time.

8. **COMMERCIAL/RECREATIONAL VEHICLES PROHIBITED**

No commercial or recreational vehicles may be parked overnight within the Association premises without the prior written approval of the Board, except that such vehicles may be parked inside garages with the garage door completely closed.

9. **NO PARKING IN NON-DESIGNATED AREAS**

Vehicles may only be parked in a garage, in a driveway or in a Visitor/Overflow Parking Spot. This means, among other things that **vehicles may not park along the curbs or sidewalks**, including, but not limited to, the area where the driveway meets the street for any length of time whatsoever.

10. **GUEST PARKING**

Only guest vehicles may park in Visitor/Overflow Parking areas that are not reserved as Resident Special Permit Spaces. Residents are responsible for the actions of their guests and any vehicle or person on Association property because of them.

11. **CURRENT STATE REGISTRATION AND INPECTION REQUIRED**

Vehicles which (a) have no state registration or registration which has been expired for more than thirty (30) days, (b) have no inspection sticker or a sticker which has been expired for more than thirty (30) days, or (c) have no valid license plate are prohibited from parking within the Association.

12. **INOPERABLE VEHICLES PROHIBITED**

Inoperable vehicles are prohibited.

13. **GARAGES AND DRIVEWAYS TO REMAIN USEABLE FOR PARKING OF REGISTERED/COMPLIANT VEHICLES**

Garages and driveways shall be kept in a condition such that they shall be usable for parking of registered and/or compliant vehicles. All driveways shall be kept usable as parking for vehicles that comply with this resolution. **Any Resident that has a driveway and/or garage must first and foremost utilize the garage and driveway for parking before using Resident Special Permit parking.**

14. **ENFORCEMENT – TOWING**

Residents whose vehicles are in violation of this resolution will be fined according to the Association's fine resolution. In addition, vehicles that are in violation of this resolution **SHALL BE TOWED AT THE RESPONSIBLE UNIT OWNER'S EXPENSE.** The "Responsible Unit Owner" is the owner of the Unit responsible for bringing the vehicle or allowing the vehicle on the Association's property. This shall be a strict liability standard; Unit Owners are responsible for all guests' parking violations.

The costs of such towing and any other expense, including, but not limited to storage charges, etc, shall be paid directly to the Association's towing company. The Association is not liable for any damage that may occur to vehicles as a result of being

towed. The Responsible Unit Owner shall also be responsible for any fees incurred if the towing company arrives at the Association property after the offending vehicle has been removed. Should any expenses, fees, costs, etc. be incurred by the Association or the Association's contractors including, but not limited to, towing company charges, and should such sums not be paid, they will be posted to the Responsible Unit Owner's account and shall accrue late fees, interest, attorneys fees, and costs as applicable and shall be collectible as would a regular Association assessment.

15. TOWING COMPANY INFORMATION

The Association's management company shall maintain contact information for all towing companies used to enforce parking rules, so that the owner of a towed vehicle can contact the towing company.

16. SUSPENSION OF PARKING PRIVILEGES FOR FAILURE TO PAY ASSESSMENTS

Resident parking privileges and any parking privileges that flow from Unit ownership shall be suspended if the Unit Owner is at least sixty (60) days delinquent in the payment of any obligation owed to the Association.

17. RETROACTIVE APPLICATION TO DELINQUENT UNIT OWNERS

This Resolution is retroactive and applies to those members who are delinquent in the payment to the Association of common expense assessments as of the date this Resolution is adopted by the Board of Trustees.

18. SUMS DUE

Any monies due hereunder shall be collected by the Association in the same manner as Association assessments.

19. NO LIMITATION OF RIGHTS

Notwithstanding any of the above, the Association may exercise all rights and remedies available to it under law, in equity and/or pursuant to the governing documents, including

the right to fine any offending party.

20. SEVERABILITY

Should any provision hereof be determined to be invalid, the remaining provisions hereof shall remain in full force and effect.

21. CONFLICTS

Any provision contained within any previously adopted resolution of the Association, which conflicts with any provisions set forth herein, shall be deemed void and the provision contained herein shall govern.

22. INDEMNIFICATION, HOLD HARMLESS AND DEFENSE

By bringing or allowing a vehicle within the Association, the Responsible Unit Owner agrees to indemnify and hold harmless the Association from liability for any damage or loss that occurs during or in connection with the vehicle being within the Association.

By bringing or allowing a vehicle within the Association, the Responsible Unit Owner agrees to defend against any claims brought or actions filed against the Association with respect the subject of the indemnity contained herein, whether such claims or actions are rightfully or wrongfully brought or filed.

By bringing or allowing a vehicle within the Association, the Responsible Unit Owner agrees that, if the Association, in enforcement of any part of this indemnity agreement, incurs expenses or becomes obligated to pay attorneys' fees or court costs, the Responsible Unit Owner will reimburse the Association for such expenses, attorneys' fees, or costs within thirty (30) days after receiving written notice from the Association of the incurring of such expenses, costs or obligations.