

MORRIS PLACE CONDOMINIUM ASSOCIATION, INC.
POLICY RESOLUTION NO. 3
RELATING TO DOGS

WHEREAS, Section 1.01 of the By-Laws (the "By-Laws") of the Morris Place Condominium Association, Inc. (the "Association") states that "the Association ... may do all things that it is legally entitled to do under the laws applicable to its form of organization; ... must discharge its powers in a manner that protects and furthers the health, safety and general welfare of community residents;"

WHEREAS, Section 4.01 of the By-Laws states that the Association's Board of Directors "at its discretion may adopt Rules and Regulations that are in addition to and supplement on restrictions on the Owners' use of the Common Elements and Units;" and

WHEREAS, the Board of Trustees deems it necessary and desirable in the best interest of the Association to establish a policy for pet ownership by unit owners and/or their tenants;

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Within 14 days of adoption of this resolution or of a dog being brought into the Association for the first time, whichever is applicable, the owner of every dog brought into the Association and the owner of the unit where the dog is kept shall execute the Dog Registration and Agreement which is attached hereto as exhibit A and provide it to the Association's Management Company.
2. Within 20 days of a dog being brought into the Association for the first time and each and every year thereafter, the owner of each Association unit within which a dog is kept shall provide the Association with a certificate of insurance and any other writing evidencing that the Unit Owner is covered, in the minimum amount of \$500,000, for damages that arise as a result of the dog that is being kept in the unit biting someone or something.

In addition, if a unit is tenant occupied, within 20 days of a dog being brought into the Association, and each and every year thereafter, the tenant of each Association unit within which a dog is kept shall also provide the Association with a certificate of insurance and any other writing evidencing that the tenant is covered, in the minimum amount of \$500,000, for damages that arise as a result of the dog that is being kept in the unit biting or otherwise injuring someone or something.

3. If the owner of the unit where the dog is kept fails to provide the Association's management company with the Dog Registration and Agreement within the time specified, the Association may do any one or all of the following:
 - Levy a fine against the unit where the dog is kept according to the Fines Resolution No. 6.
 - Suspend the membership rights of the unit owner and any other person entitled to

exercise of membership rights through the particular unit owner.

- Exercise any other rights the Association may have at law, in equity or pursuant to the Association's Master Deed, By-laws and/or Rules and Regulations including, but not limited to bringing suit to enjoin the unit owner and/or the dog owner to remove the dog from the Association and the unit.
4. No dogs may be on Association property or any other area within the Association outside of the unit, unless they are on a leash controlled by a person holding the leash connected to the dog. Leashes used to control dogs on Association property must be fixed and must not be longer than 6 feet (and may be retractable). If a person cannot control the leashed dog, that person shall not take the dog outside the unit. By way of example but not by way of limitation, a person who cannot control a dog may not take the dog outside of the unit even if the dog is on a leash held by the person. No child under 12 shall be permitted to walk a dog within the Association.
 5. All feces must be removed and properly disposed of immediately. Feces may not be disposed of in the Association's storm drains. Dogs may not be walked on or near other unit owners' porches, patios or driveways, or near other unit owners' vehicles.
 6. Any unit owner or tenant who fails to act in accordance with the Morristown Ordinance Chapter 95 and N.J.S.A. 4:19, *et seq.*, may be subject to a Municipal Penalty and/or an Association penalty. Imposition of a penalty by any governmental entity shall be separate from and in addition to any penalty imposed by the Association.
 7. Every dog brought within the Association must be licensed by Morristown Township and every dog must wear a collar at all times that displays a tag containing the dog's Morristown license information.

DOG REGISTRATION AND AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 20__, by and between the Morris Place Condominium Association, Inc. (the "Association"), located at: Taft Lane, Morristown, NJ 07960 and _____ (the "Unit Owner"), residing at _____, and _____ (the "Dog Owner," if different from the Unit Owner), residing at ___ Taft Lane, Morristown, NJ.

WHEREAS, the Association is a non-profit corporation duly organized under the laws of the State of New Jersey;

WHEREAS, the Association has found it necessary to regulate dogs brought within the Association; and

WHEREAS, the Association's Policy Resolution Relating to Dogs requires that the Unit Owner where the dog is to be kept and the dog owner must execute this agreement;

NOW, THEREFORE, in consideration of the Unit Owner and/or the Dog Owner being permitted to bring the dog into the Association, the Unit Owner and the Dog Owner agree as follows:

1. Any damage caused by the dog shall be the joint and several responsibility of the dog owner and the Unit Owner where the dog is kept or is visiting.
2. The Unit Owner and the Dog Owner, for himself and/or herself, their successors and assigns hereby agree to indemnify, defend and hold the Association harmless with respect to any damage or any injury to any person or thing caused by the dog.
3. The Unit Owner and the Dog Owner, for himself and/or herself, their successors and assigns covenants and agrees to comply with all federal, state and local statutes, ordinances and regulations pertaining to keeping the dog and shall indemnify, defend and hold the Association harmless for any failure to do so.
4. Notwithstanding anything else, the Unit Owner where the dog is being kept shall take any and all action necessary to permanently remove the dog from the Association upon the Association demanding such removal and providing a reasonable reason for the removal demand.

This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

Required Information

- 1. Name of Dog Owner: _____
- 2. Address of Dog Owner: _____
- 3. Address of Association where dog is to be kept: Taft Lane, Morristown, NJ 07960
- 4. Telephone number of Dog Owner: _____
- 5. Name of Unit Owner where dog is to be kept: _____
- 6. Address of Unit Owner where dog is to be kept: _____
- 7. Telephone number of Unit Owner where dog is to be kept: _____
- 8. Attached color picture of subject dog: Yes / No
- 9. Attached current Certificate of Insurance reflecting a minimum of \$500,000 in liability coverage:

 For the Dog Owner? Yes / No
 For the Unit Owner? Yes / No
- 10. Morristown Township Dog License Number: _____

Knowing that the Association is relying on this information, the preceding information is true and correct as of the date of this agreement and any time after this agreement that such information changes, updated current and correct information will be immediately provided to the Association’s manager in writing.

I hereby certify that I am the owner of the subject dog and, knowing that the Association is relying on this information, represent that this dog has never bitten a person such that the person’s skin has been broken.

_____ (Signature) _____ (Date)

This document constitutes the entire agreement between the parties with respect to the subject hereof. The terms and conditions of this Agreement may not be altered, amended, or deviated from by the Dog Owner or Unit Owner without the prior written consent of the Association.