

MORRIS PLACE CONDOMINIUM ASSOCIATION, INC.
POLICY RESOLUTION NO. 2

**RELATING TO THE USE, MAINTENANCE AND
STORAGE OF BARBECUE GRILLS**

WHEREAS, By-law Article 5, Section 5.11(A) and (H) provide that the Board of Trustees has the powers and duties of the operation, maintenance, renewal, replacement, insurance, care, and upkeep of Buildings, Common Elements, community facilities and all other property, real or personal, of the Association, and has the power to enter or cause to be entered any Unit with notice at a reasonable hour when deemed necessary for or in connection with the operation, maintenance, repair or renewal of any Common Elements, or to prevent damage to the Common Elements or any Units... and;

WHEREAS, By-law Article 5, Section 5.11(P) provides that the Board of Trustees has the power to make and enforce compliance with such Rules and Regulations related to the operation, use and occupancy of Units, Common Elements and other Association facilities, to the extent permitted by law by levying, imposing and collecting of fines or otherwise, and to amend the Rules and Regulations from time to time as the Boards deems necessary or appropriate 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 on any Unit Owner who violates or whose tenants or occupants violate this Master Deed, the Bylaws or Rules and Regulations and;

WHEREAS, Master Deed Paragraph 11, section 11.01 provides: "Unit Owners must not cause or permit anything to be hung, displayed or placed on the outside walls, doors or windows of any Building whether or not Common Elements, except in accordance with Association Rules and Regulations" and Section 11.01 also provides "Unit Owners and occupants must not store or use anything including but not limited to bicycles, wood, barbeque or other grills...on the Limited Common or Common Elements including but not limited to balconies, Unit entryway areas, breezeways, porches, patios, decks and sidewalks except in compliance with Association Rules

and Regulations. Electric or charcoal barbeque grills are the only type of grills permitted, except if other types of grills are allowed by the Rules and Regulations” and;

WHEREAS, N.J.A.C. Section 5:70-3.2(a)4iii. provides:

F-402.4 Portable LP Gas Cooking equipment: Portable LP gas cooking equipment such as barbecue grills shall not be stored or used:

1. On any porch or balcony or any other portion of a building;
2. Within any room or space of a building;
3. Within five feet of any combustible exterior wall;
4. Within five feet, vertically or horizontally, of an opening in any wall; or
5. Under any building overhang.

WHEREAS, the Board of Trustees of the Association has determined it is necessary, desirable and in the best interest of the Association to regulate the use of portable cooking equipment in accordance with the appropriate Township and New Jersey laws, codes and regulations, and the following guidelines;

NOW THEREFORE, BE IT RESOLVED THAT, the following is hereby adopted:

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.

"Grills" shall be defined as portable cooking equipment.

2. LIMITATIONS ON USE AND STORAGE OF GRILLS

Residents may use, maintain and store Grills only as set forth below:

- A. Electric or charcoal Grills are the only type of Grills permitted. Residents may not use or store propane or natural gas Grills.
- B. Residents may store Grills only:
 - 1) in the garage
 - 2) on the ground floor patio of Jefferson units.
- C. Residents may use Grills only in the driveway of their own Unit. Grills must be at least five feet away from all Association buildings when in use.
- D. A Class B chemical fire extinguisher with a minimum capacity of 20 pounds must be present at all times when the Grill is in use and must be present in the unit while the Grill is stored.
- E. All Grills are to be cool to the touch before storing.
- F. All Grills to be used, maintained and/or stored in accordance with this Resolution shall be so used, maintained and/or stored in a careful and cautious manner.

3. VIOLATIONS AND PENALTIES

All Residents must conform to Association rules and regulations concerning the Grill policy, as set forth herein. Any Residents responsible for a violation of this policy shall absolve and hold harmless the Association of any responsibility for any damage done to a Unit, a Unit exterior and/or any part of the Limited and/or Common Elements and will be responsible for returning any damaged area back to its original state. If same is not done within a reasonable time following the damage done, the Association may, in its sole discretion, hire a contractor and to repair same and shall charge the Unit Owner for the cost of returning any damaged area back to its original state. If such bill is not paid within thirty (30) days of the work

being done, the cost thereof shall constitute a lien on that particular Unit, in accordance with all other charges duly levied against units within the Association pursuant to the Association's Master Deed and By-Laws.

Any violation of any of the terms and conditions set forth in this resolution may be referred to the Covenants Committee, or its equivalent, or the Board of Trustees, whichever shall have the relevant authority, for disposition and/or mediation with the possibility of a fine being imposed for each separate violation according to the Association's fine resolution.

Any penalty imposed by a governmental authority shall be the responsibility of the Unit Owner and/or Tenant of the subject Unit. The Unit Owner and/or Tenant of the subject Unit shall reimburse the Association, for any detriment the Association suffers because of a violation hereof or any other statute or regulation including, but not limited to, fines, penalties, late fees, attorneys fees and costs and such sums shall constitute a lien on the Unit and shall be collectable in the same fashion as an any other Association assessment.

4. CONFLICTS

Any provision contained in any previously adopted Association resolution which conflicts with any provision set forth herein, shall be deemed void and the provision contained herein shall govern. To the extent, if any, that a provision hereof conflicts with any statute, regulation or ordinance, such statute, regulation or ordinance shall govern.

5. NO LIMITATION OF RIGHTS

Notwithstanding the above, the Association may exercise all rights and remedies available to it at law, in equity and/or pursuant to the governing documents.

6. SEVERABILITY

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

MORRIS PLACE CONDOMINIUM ASSOCIATION, INC.

Resolution Type: _____ Policy _____ No. 2

Pertaining To: Use of Grills

Duly adopted at a meeting of the Board of Trustees of Morris Place Condominium Association, Inc. held this ninth day of November, 2006.

<u>Officer</u>	<u>Vote:</u>			
	<u>YES</u>	<u>NO</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
_____, Trustee	_____	_____	_____	_____
<u>Bruce Adams</u> , Trustee	<u>X</u>	_____	_____	_____
<u>Janette Balady</u> , Trustee	<u>X</u>	_____	_____	_____
<u>Charles Smith</u> , Trustee	<u>X</u>	_____	_____	_____
_____, Trustee	_____	_____	_____	_____

Attest:

_____, Secretary 11/9/06 Date

File:

Book of Minutes - Nov. 2006

Book of Resolutions:

	<u>Book No.</u>	<u>Page No.</u>
Policy	_____	_____
Administrative	_____	_____
Special	_____	_____
General	_____	_____

Resolution Effective: November 9th, 2006.

Resolution Expires: _____