

ROLLING HILLS CONDOMINIUM ASSOCIATION, INC.  
POLICY RESOLUTION No. 2003-\_\_\_

INSTALLATION OF PELLET STOVES

**WHEREAS**, Article V, Section 10 of the By-Laws states that "The Board of Trustees shall have and exercise all lawful powers and duties necessary for the proper conduct and administration of the affairs of the Association and the operation and maintenance of a residential Condominium project and may do or cause to be done all such other lawful acts and things as are not by law, by these By-Laws or otherwise, directed or required to be done or exercised by members of the Association or owners of units, or by others."

**WHEREAS**, the By-Laws requires each member to comply strictly with the By-Laws and the administrative rules and regulations adopted pursuant thereto as either may be amended lawfully from time to time; and

**WHEREAS**, the Board of Trustees is advised and believes that certain Owners wish to install (or have already installed) pellet stoves; and that the Owners of these units have requested that they be permitted (or that they are required to obtain permission, now for then) to install pellet stoves; and

**WHEREAS**, the maintenance, repair, replacement and removal of the pellet stove, is the unit owner's responsibility; and

**WHEREAS**, the Board has determined that in order to promote safety and general welfare of the unit owners who wish to install pellet stoves.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Trustees hereby adopts the following requirement to enhance the safety and general welfare of the affected members of the Association:

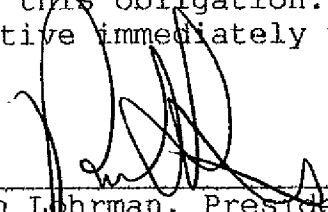
Prepared by:

  
Alan Y. Lowcher, Esq., An Attorney  
at Law of New Jersey


REC'D & RECORDED  
Mar 07 2007 09:30:41A  
ERMA GORNLEY  
SUSSEX COUNTY CLERK  
NEWTON, NJ

1. The owner of a condominium unit will be permitted to install one (1) pellet stove.
2. Maintenance, repair or replacement of the pellet stove is solely that of the owner. Any unit owner desiring to install a pellet stove must request and obtain the approval of the Board of Trustees to do so in strict accordance with the Pellet Stove Installation Approval Guidelines attached hereto, and as the same may be from time to time amended. Such request for approval must be made at least thirty (30) days in advance of the requested installation date. The Board of Trustees will act upon the request at the next regular Board of Trustees meeting following receipt of the written request. The approval of the Board of Trustees is always subject to obtaining any and all permits required by any governmental agency having jurisdiction thereof. By submitting a written request for permission to install a pellet stove, the unit owner will be deemed to agree to the terms of this resolution and to remove the pellet stove and repair any damage to the common elements as a result of the pellet stove, upon the sale of the condominium unit unless the Owner's purchaser obtains permission to retain the pellet stove in advance of the closing date. The Owner agrees to post a \$500.00 security deposit in escrow with the Association to ensure compliance. Management shall include the appropriate application with the Statement of Account. Management shall maintain a copy of all approved installations in the unit owner file in order to facilitate this procedure. The Association, acting through its Board of Trustees, retains full authority to designate the location of the pellet stove.
4. If any owner fails to act in accordance with this Resolution, the owner shall be fined \$50.00 per day that the owner does not comply with this Resolution. Each 24 hour period in which the owner is in violation of this Resolution shall constitute a separate violation. Cumulative fines shall not exceed \$5,000.00.

- 5. Each unit owner who installs a pellet stove, shall indemnify, defend and hold harmless the Association, its Board of Trustees, employees, servants, Managing Agent, and its employees and servants, for any and all damage to personal property, property damage and personal injury, including death, in addition to attorneys fees and costs, suffered as a result of the installation of the pellet stove. The unit owner who installs a pellet stove will execute an agreement, in recordable form, acknowledging this obligation.
- 6. This Resolution shall be effective immediately upon signing.

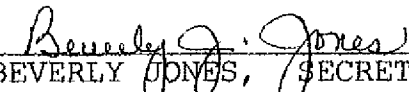
  
 \_\_\_\_\_  
 Ron Lohrman, President

ATTEST:

  
 \_\_\_\_\_  
 Beverly Jones, Secretary

CERTIFICATION

I hereby certify that the foregoing was duly adopted at a regular meeting of the Board of Trustees of Rolling Hills Condominium Association, Inc. held on January 12<sup>th</sup> 2004, ~~2003~~

  
 \_\_\_\_\_  
 BEVERLY JONES, SECRETARY

STATE OF NEW JERSEY )  
 COUNTY OF SUSSEX ) SS:

I CERTIFY that on January 12<sup>th</sup>, 2004, Beverly Jones personally came before me, and this person acknowledged under oath, to my satisfaction, that:

- (a) this person is the Secretary of Rolling Hills

Prepared by \_\_\_\_\_

**RELEASE, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT**

I, \_\_\_\_\_, agree that I release and that I will hold harmless Rolling Hills Condominium Association, Inc., its Board of Trustees, Harold H. Goldberg & Co., Inc., and their agents, servants and employees, from any and all liability, including property damage and personal injury, arising out of my prior decision to install a pellet stove in my condominium unit. I also agree to indemnify and defend, and pay all attorney's fees and costs of any kind incurred by Rolling Hills Condominium Association, Inc., its Board of Trustees, Harold H. Goldberg & Co., Inc., and their agents, servants and employees against any and all claims by any persons whatsoever arising out of my decision to install and maintain a pellet stove in my condominium unit. I agree to be solely responsible to repair any and all damage to my condominium unit, or another other property located in or on the condominium property, caused by the installation and use of the pellet stove. I also agree to remove the pellet stove and to repair any and all damage to the condominium property caused by the installation, use and removal of the pellet stove when I sell my condominium unit unless my buyer also signs a release and hold harmless agreement.

Dated: \_\_\_\_\_ Signed: \_\_\_\_\_

State of New Jersey  
County of Sussex:

I certify that on this \_\_\_\_ day of \_\_\_\_\_ 200\_\_,  
\_\_\_\_\_ personally appeared before me  
and acknowledged that this person signed the foregoing document  
as that person's act and deed.

\_\_\_\_\_  
Notary Public

Condominium Association, Inc., the corporation named in this document;

- (b) this person is the attesting witness to the signing of this document by the proper corporate officer who is Ron Lohrman the President of the corporation.
- (c) this document was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Board of Trustees;
- (d) this person knows the proper seal of the corporation which was affixed to this document; and
- (e) this person signed this proof to attest to the truth of these facts.

Beverly J. Jones  
Beverly Jones, Secretary

Signed and sworn to before  
me on January 12, 2004.

Alan Y. Lowcher  
ALAN Y. LOWCHER, ESQ., An  
Attorney at Law of New  
Jersey

Record and return to:  
Alan Y. Lowcher, Esq.  
19 Rymon Road  
Washington, New Jersey 07882