

Prepared by:

Hubert C. Cutolo
HUBERT C. CUTOLO, ESQ.

**ENCLAVE AT EDISON CONDOMINIUM ASSOCIATION, INC.
RESOLUTION REGARDING DRYER VENT CLEANING AND MAINTENANCE**

WHEREAS, the Enclave at Edison Condominium Association, Inc. (the "Association") was established and exists as a non-profit corporation by virtue of the New Jersey Condominium Act, N.J.S.A. 46:8B-1, et seq., and by virtue of a certain Master Deed recorded in the Office of the Clerk of Middlesex County on October 17, 1988 at Deed Book 3737, Page 0437, et seq., as may be amended;

WHEREAS, at the Association's August 17, 2015 Board meeting, a quorum of the Association's Board of Directors (the "Board") was present and the Board passed the Policy Resolution Regarding Dryer Vent Cleaning and Maintenance, which is attached hereto as Exhibit A;

WHEREAS, the Board has determined that it is in the Association's best interests to have the Resolution Regarding Dryer Vent Cleaning and Maintenance and to have such Resolution recorded in the Middlesex County Clerk's Office;

NOW THEREFORE, the Association hereby submits the Resolution Regarding Dryer Vent Cleaning and Maintenance, which is attached hereto and incorporated herein as Exhibit A, for recordation in the Office of the Clerk of Middlesex County.

ENCLAVE AT EDISON CONDOMINIUM
ASSOCIATION, INC.

By: [Signature]

, Secretary

RECORDED
ELAINA FLYNN
MIDDLESEX COUNTY CLERK
2015 SEP 10 AM 10:22
BOOK # 5729
PAGE # 801
OF PAGES 7

EXHIBIT A
(Resolution Regarding Dryer Vent Cleaning and Maintenance)

**ENCLAVE AT EDISON CONDOMINIUM ASSOCIATION, INC.
RESOLUTION REGARDING DRYER VENT CLEANING AND MAINTENANCE**

WHEREAS, the Enclave at Edison Condominium Association, Inc. (the "Association") was established and exists by virtue of the New Jersey Non-Profit Corporations Act, N.J.S.A. 15A:1-1 et seq., and by virtue of a certain Master Deed recorded in Office of the Clerk of Middlesex County on October 17, 1988 at Deed Book 3737, Page 0437, et seq. as may be amended ("Master Deed"); and

WHEREAS, Article V, Section 1(a) of the By-Laws of the Association (the "By-Laws") provides that the Board of Directors of the Association shall have all powers granted to it or necessarily implied by law, the Certificate of Incorporation, the By-Laws or the Master Deed, including the power to do anything and everything necessary for the sound management of the Association; and

WHEREAS, Section 8(f) of the Master Deed provides that every unit owner, by acceptance of the deed to their unit, is deemed to have agreed to pay the share of common expenses of the Association associated with the ownership of their unit; and

WHEREAS, Article V, Section 1(l) of the By-Laws provides the Board with the right to enforce the obligations of unit owners and to do anything and everything necessary and proper for the sound management of the Association; and

WHEREAS, Section 2(f) of the Master Deed provides that Common Elements shall have the same meaning as "common elements" pursuant to N.J.S.A. 46:88-3(d), except as same may be modified by the provisions of Paragraphs 5 and 6 hereof, and, shall mean "General Common Elements" and "Limited Common Elements[;]" and

WHEREAS, Section 2(v) of the Master Deed provides that "Unit" shall mean a part of the Condominium designated and intended for independent ownership and use as a residential dwelling and shall not be deemed to mean any part of the General Common Elements situated or Limited Common Elements within or appurtenant to a Unit, as more specifically described in Paragraph 5 hereof. The word "Unit," when used in this Master Deed, shall be deemed to refer to each Unit of the condominium units herein described and shown as Exhibit "C," whether or not such Unit is constructed at the time of the recording of this Master Deed. Any uncompleted Units, when completed, shall be subject to the provisions hereof; and

WHEREAS, Article XIII Section 1 of the By-Laws provides "The Board shall have the power, at its sole option, to enforce the terms of this instrument or any Rule or Regulation promulgated pursuant thereto, by any or all of the following: self-help; sending notice to the offending party to cause certain things to be done or undone; restoring the Association to its original position and charging the breaching party with the entire cost or any part thereof; complaint to the duly constituted authorities; or by taking any other action before any court, summary or otherwise, as may be provided by law[;]"

WHEREAS, Article XIII Section 2 provides “The Board shall also have the power to levy fines against any Unit Owner(s) for violation(s) of any rules or regulation or restrictions contained in the Master Deed or By-laws except that no fine may be levied for more than \$10.00 for any one violation provided, however, that for each day a violation continues after notice it shall be considered a separate violation. Collection of the fines may be enforced against any Unit Owner(s) involved as if the fines were a Common Expense owner by the particular Unit Owner(s) involved as if the fines were a Common Expense owed by the particular Unit Owner(s). Notwithstanding the foregoing, before any fine is imposed by the Board, the Unit Owner involved shall be given at least ten (10) days prior to written notice and afforded an opportunity to be heard, with or without counsel, with respect to the violation(s) asserted[;]”

WHEREAS, the Board of Trustees has found it necessary to establish rules and regulations setting forth standards and deadlines for repair and replacement of dryer vents appurtenant to Units, which, if not properly maintained, pose a substantial risk to the health, safety and welfare of all Association occupants.

NOW, THEREFORE, BE IT RESOLVED THAT the Board hereby adopts the following rules and regulations regarding cleaning and maintenance of dryer vents:

1. Any dryer vent that serves one Unit exclusively is the responsibility of the owner of that Unit to clean, maintain, repair and/or replace. Dryer vent inspection and cleaning shall be performed at the sole cost of each Unit Owner on or before October 1, 2015 and every other year thereafter unless a different schedule is set forth in writing by the Board.
2. Dryer vent inspection and cleaning shall be performed by qualified inspector. Each Unit Owner shall provide the Association’s managing agent with a certificate of liability insurance from the qualified inspector naming the Association and its managing agent as additional insureds in an amount not less than \$500,000.00 prior to the inspector undertaking any work. Failure to submit a contractor’s certificate of insurance to Association management in accordance with this paragraph shall be deemed a violation of paragraph 1 of this resolution.
3. Each Unit Owner shall submit a written certificate to Association management evidencing inspection and/or cleaning of their dryer vent in order for the unit owner to comply with paragraph 1 of this resolution. This certificate must clearly state that the either dryer vent was inspected and cleaning was not necessary, or that the vent was cleaned.
4. If a Unit Owner cannot arrange for cleaning and/or inspection to be performed on or before the deadlines established in paragraph 1 of this resolution, the Unit Owner shall advise the Association’s managing agent in writing at least fourteen (14) days prior to the expiration of that deadline, stating the reason for same and providing the expected timeframe for completion. If in the Board’s sole discretion good cause is shown to warrant the extension sought, management shall so notify the Unit Owner. Unless an extension is granted, the Unit Owner shall be notified to comply with this resolution by the deadline set forth in paragraph 1.
5. If a Unit Owner fails to submit a certification of cleaning and/or inspection within the timeframe established in paragraph 1, the Board may issue a notice of violation to the

offending Unit Owner. The notice shall state that the Unit Owner has failed to comply with this Resolution and that the Unit owner shall have the right, within ten (10) days of receipt of the notice of violation, to make a written request to contest the alleged violation using the Association's Alternative Dispute Resolution ("ADR") procedures. If the Unit Owner elects ADR, then such fines and/or suspension of rights shall be held in abeyance until such time as the matter is properly heard and acted upon pursuant to the ADR procedures.

6. Unit owners who fail to comply with the provisions of this resolution within ten (10) days of the date that a notice of violation is delivered shall be subject to enforcement proceedings and/or fined ten dollars (\$10.00) for each day an inspection certificate is not provided to the managing agent pursuant to Paragraph 4 of this Resolution. Each day that a Unit Owner fails to comply with this resolution shall be considered a separate violation.

7. If a Unit Owner fails to submit the required certification of cleaning or written request for ADR within ten (10) days of the date of delivery of a violation notice as described in paragraph 4 of this resolution, the Association, at its option, may, but is not obligated to, clean a unit owner's dryer vent and charge all fees and costs incurred to that Unit Owner.

8. Any costs incurred or fines charged by the Association in connection with the enforcement of the terms of this Resolution shall be collectible against a unit owner in the same manner as a common expense assessment.

9. Upon the sale of a unit, new Owners shall be required to continue the maintenance schedule within 30 days of taking title to the unit if the dryer vent has not been cleaned and/or inspected within the two years prior to the date the new owner takes title to the unit.

10. The Association disclaims all liability to any Unit Owner for the proper performance of the inspection and/or cleaning work to be undertaken by any dryer vent/fireplace inspector, whether or not recommended by the Association. The Association's recommendation of an inspector to carry out the duties of the unit owners under this Resolution is provided merely as a courtesy to the Unit Owners. The Association does not vouch for any recommended inspector, nor may any unit owner assume that the Association has undertaken any due diligence concerning the selection of the recommended inspector.

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

12. Notwithstanding any of the above, the Association may exercise all rights and remedies available to it at law, in equity and/or pursuant to the Master Deed and By-Laws.

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

ENCLAVE AT EDISON CONDOMINIUM ASSOCIATION, INC.

Resolution Pertaining to: Dryer Vent Cleaning and Maintenance

Duly adopted at a meeting of the Board of Directors of Enclave at Edison Condominium Association, Inc. held this 17 day of AUGUST, 2015.

<u>Officer/Director</u> PRINT NAME	<u>Vote:</u>				<u>SIGNATURE</u>
	<u>YES</u>	<u>NO</u>	<u>ABSTAIN</u>	<u>ABSENT</u>	
<u>PEGGY SHARPE</u>	✓	—	—	—	<u>[Signature]</u>
<u>Robert Sanders</u>	✓	—	—	—	<u>[Signature]</u>
<u>Shirpa Ladda</u>	✓	—	—	—	<u>[Signature]</u>
<u>Inchang Lee</u>	✓	—	—	—	<u>[Signature]</u>
<u>Robert Pronger</u>	✓	—	—	—	<u>[Signature]</u>
_____	—	—	—	—	_____
_____	—	—	—	—	_____

Attest: [Signature]
_____, Secretary

Dated: 8-17, 2015

File:

Book of Minutes -
Book of Resolutions:

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

Resolution Effective: August 17, 2015

R E C E I P T
MIDDLESEX COUNTY CLERK
ELAINE FLYNN
COUNTY CLERK

RECEIPT: 00050554 OP#: BADA.

000000

DESCRIPTION	TRANS AMOUNT
RECORDING	55.00
OPRM	21.00
MURPRA	14.00
RECORDING	3.00
Total Fees	93.00

DEED W/O ABSTRA # DE2013011047

DATE: 9/10/2015

TIME: 10:23:05

OP#: BADA 201509100126

ED

1 ENCLAVE AT EDISON CONDOMINIUM
ASSOCIATION, INC.

RECEIPT TOTAL:	93.00
K CHECK	93.00
TOTAL AMOUNT TENDERED	93.00
TOTAL REFUND	.00
PAYMENT TOTAL	93.00