

Prepared By: Caroline Record

Caroline Record, Esq.

**BERKELEY VILLAGE CONDOMINIUM ASSOCIATION, INC.**

**RESOLUTION REGARDING CLOTHES DRYER VENT CLEANING**

**PREAMBLE**

A. The Master Deed for Berkeley Village Condominium Association, Inc. (the "Association") was recorded in the office of the Union County Clerk on November 3, 1997 in Deed Book 4590, Page 0153, et seq. (the "Master Deed"). The By-Laws of the Association (the "By-Laws") were recorded as Exhibit "F" to the Master Deed.

B. Article VI, Section 6.01(E) of the By-Laws states that the Board of Directors (the "Board") is empowered to promulgate, adopt, amend and publish rules and regulations covering the details of the operation and use of the Units and the Common Elements.

C. Article XI, Section 12.02 of the By-Laws provides that the Board may impose reasonable fines upon the Unit Owners for failure to fully comply with the provisions of the Association's Master Deed, By-Laws and such Rules and Regulations that are promulgated by the Board and adopted at a duly convened, regularly scheduled, meeting of the Board following notice of such meeting to the Unit Owners.

D. For the benefit and protection of the Association and of the individual Unit Owners and occupants, the Board deems it necessary and desirable to establish and operate by specific procedures regarding the cleaning and maintenance of clothes dryer vents.

E. This Resolution was duly introduced and was thereafter adopted at a regular scheduled meeting of the Board, at which a quorum was present, by a majority vote of the members of the Board present and eligible to vote on this matter.

**NOW, THEREFORE, BE IT RESOLVED** on this 4th day of November, 2013, that the Board hereby establishes and adopts the following procedures to be applied in connection with cleaning and maintenance of clothes dryer vents.

**Procedures Regarding Dryer Vents:**

1. A clothes dryer and clothes dryer vents are the responsibility of the Unit Owner, and such Unit Owner is therefore responsible for arranging for and paying for cleaning and maintaining its dryers and vents. Self-inspection and self-cleaning shall not be deemed to satisfy the term and requirements of this Resolution.



Received & Recorded  
Union County, NJ  
11/20/2013 15:39  
Joanne Rajoppi  
County Clerk

Operator  
BENITEZ

Deed-1  
Inst# 246604

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RT Fee .00

Pgs-5



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2. Cleaning and maintenance of the dryers and vents shall be regulated and performed in accordance with the terms, conditions and procedures set forth in Schedule A attached hereto. If a Unit Owner fails to comply with this Resolution, the Association may, but is not obligated to, clean or maintain a Unit Owner's dryer and vent and charge the costs to the Unit Owner.


3. If the Unit Owner fails to comply with the above inspections and repair requirements, the Unit Owner shall be subject to a fine in accordance with Association's By-Laws. Each day of failure to comply with the terms and conditions of this Resolution may be treated as a separate event, subject to any limits imposed by applicable laws.

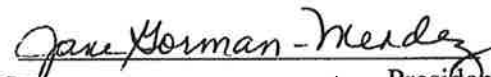
4. Upon not less than six (6) months notice to the Unit Owner, the Association shall have the right to assume responsibility for the dryer and vent inspections, in which event the Unit Owner shall be relieved of their responsibility to perform the dryer and vent inspections. This shall not, however, relieve the Unit Owner from their responsibility for the necessary repairs and/or replacements.

The Association's managing agent is authorized and directed to prepare correspondence, in appropriate form and substance, and thereafter circulate same, along with a copy of this Resolution, to all Unit Owners. The Association also authorizes and directs its legal counsel to arrange for recordation of a copy of this Resolution with the Union County Clerk's Office in order to establish the recording of this Resolution in the chain of title.

ATTEST:

**BERKELEY VILLAGE CONDOMINIUM  
ASSOCIATION, INC.**

  
Jayne K. Schraft Secretary

  
Jane Gorman-Mendez President

## SCHEDULE A

### TERMS, CONDITIONS AND PROCEDURES CLEANING AND MAINTAINING CLOTHES DRYERS AND VENTS

1. Clothes dryer and vent inspection cleaning and repair shall be performed at least once every two (2) years beginning in 2014, on or before July 1, 2014 and by July 1<sup>st</sup> of every second year thereafter at the Unit's Owners expense. (The Board may, in its discretion, arrange for these services to be performed, with the cost and expenses to be borne as a common expense). Periods between cleanings shall not exceed two (2) years. The cleaning shall utilize a "brush and vacuum" technique and shall include the clothes dryer, dryer vent line and exterior dryer vent cap, as applicable.
2. Written proof of cleaning and, if applicable, repair shall be provided to the Association on or before July 1, 2014, and each succeeding compliance date. The Association may require completion of an inspection checklist or form by a contractor for the purpose of confirming performance and completion of necessary procedures and repairs. **Self-inspection and self-cleaning does not satisfy the requirements of this Resolution.**
3. The Board may provide the names and contact information of two or more qualified dryer vent contractors who shall maintain liability insurance and who may provide a discounted group rate for services. Unit Owners are not required to use these contractors.
4. Unit Owners will be notified by the management company of these contractor(s) sufficiently in advance for the completion deadline.
5. Each Unit Owner will be responsible to make an appointment for cleaning directly with their selected contractor.
6. The cleaning contractor must be permitted by each Unit Owner to clean the dryer and vent from within the Unit.
7. If the dryer, dryer vent line or exterior dryer vent cap inspection indicates that a any item has failed or is in need of repair or replacement, the Unit Owner shall be responsible for the timely repair or replacement, at its cost and expense. In such event, the Unit Owner shall either (a) hire a recommended contractor or its own contractor to make repairs; or (b) make the repairs itself. The Unit Owner shall submit proof of repair or replacement to the Association, which may be in the form of a paid invoice for the completed work and/or for the necessary parts, or such other documentation as may be reasonably acceptable to the Association, which shall be provided within thirty (30) days following the date of the inspection. If the Unit Owner performs the work, then the Unit Owner shall certify to the Association that the work has been completed and the date upon which it was completed and, similarly, shall provide invoices for any parts purchased

8. If a Unit Owner cannot arrange for dryer and vent cleaning to be performed on or before the completion deadline, the Unit Owner shall advise the management company in writing, stating the reason for same and the expected timeframe for completion. The Board shall review such requests and, if justified and reasonable, the management company will notify the Unit Owner that an extension has been granted. If the extension is found unacceptable, the Unit Owner will be notified to comply with the completion deadline. If no response is provided, the request shall be deemed to have been denied and the Unit Owner must comply with the completion deadline.
9. Failure to comply with the requirements of this Resolution will result in a fine of \$50.00 per month until such time as the managing agent receives written proof of compliance from a qualified professional.

STATE OF NEW JERSEY }

} **SS:**

**COUNTY OF UNION**

I certify that on November 4, 2013, Jayne K Schrabbe personally came before me and this person acknowledged under oath, to my satisfaction, that:

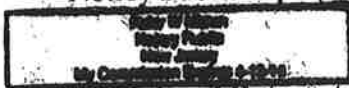
- (a) This person is the Secretary of Berkeley Village Condominium Association, Inc. (the "Corporation") a corporation of the State of New Jersey, named in this document:
- (b) This person signed this document as attesting witness for the proper corporate officer who is Jane Gorman Meade, the President of the Corporation;
- (c) This person knows the proper corporate seal of the Corporation and the proper corporate seal was affixed;
- (d) This document was signed and delivered by the Corporation as its voluntary act and deed by virtue of authority from its Board of Directors (the "Board")
- (e) This person signed this acknowledgement to attest to the truth of these facts; and
- (f) This Resolution was duly introduced and was thereafter adopted at a regular scheduled meeting of the Board at which a quorum was present, by a majority vote of the members of the Board eligible to vote on this matter.

*Jayne K. Schraffa*  
 Jayne K. Schraffa, Secretary

Signed and sworn to before me  
This 4 day of November, 2013

Notary Public

Peter W. Moran



**Record and Return to:**

**Caroline Record, Esq.  
Hill Wallack LLP  
89 Headquarters Plaza, Suite 1428  
Morristown, NJ 07960**

**CHECK**

HILL WALLACK LLP  
89 HEADQUARTERS PLAZA  
SUITE 1428  
MORRISTOWN

Deed

Inst.#  
246604

NJ 07960  
Recording Fee  
RT Fee

Paid  
83.00  
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END OF DOCUMENT