

SUSSEX COUNTY RECORDING COVER PAGE**Honorable Jeffrey M. Parrott****Sussex County Clerk****Sussex County Clerk Instrument 20190415010064710 Book:3514 Page:434 Page:1 of 8**

This cover page is required to be part of any document affecting land title being recorded in Sussex County, New Jersey. It is part of the recorded instrument and permanent record and should not be detached from the original document.

*Official Use Only - Barcode*

20190415010064710 1/8
04/15/2019 12:06:28 PM RESOL
Bk:3514 Pg:434
Jeffrey M. Parrott, County Clerk
Sussex County, NJ

Record & Return To:

Becker & Poliakoff
67 Park Place East Suite 702
Morristown, NJ 07960

Official Use Only - Reality Transfer Fee

Date of Document:

03/20/2019

Type of Document:

DEED

First Party Name:

**SPARTAN MEADOWS CONDOMINIUM
ASSOCIATION INC.**

Second Party Name:

**SPARTAN MEADOWS CONDOMINIUM
ASSOCIATION INC.**

Additional First Parties:

Additional Second Parties:

PROPERTY INFORMATION (MANDATORY FOR DEEDS)

Block: 0

Lot: 0

Municipality: **SPARTA TOWNSHIP**Consideration: **\$0.00**

Mailing Address of Grantee:

C/O BECKER & POLIAKOFF, LLP, 67 EAST PARK PLACE, SUITE 800, MORRISTOWN, NJ 07960**SUSSEX COUNTY RECORDING COVER PAGE**

Do not detach this page from the original document as it contains important recording information and is part of the permanent record.

Return to: **Becker & Poliakoff, LLP**
1776 On the Green
67 Park Place East, Suite 800
Morristown, New Jersey 07960

SPARTAN MEADOWS CONDOMINIUM ASSOCIATION, INC.
RESOLUTION RELATING TO THE INSPECTION, CLEANING AND REPAIR OF
DRYER VENTS

WHEREAS, this Resolution is made this 20th day of March, 2019, by **SPARTAN MEADOWS CONDOMINIUM ASSOCIATION, INC.**, a New Jersey non-profit corporation, located in the Township of Sparta, County of Sussex, State of New Jersey; and

WHEREAS, Spartan Meadows is a condominium that was created pursuant to a certain Master Deed whose effective date is June 27, 2005, and recorded on July 5, 2005 in the Office of the Clerk of Sussex County in Book 2943 at page 250; and

WHEREAS, the Board of Directors believes it in the best interest of the Spartan Meadows Condominium Association, Inc. to add this Resolution as an **Addendum to its Master Deed and By-Laws**; and

WHEREAS, Article IV, Section 4.02 of the Master Deed defines what is included in each Unit, in pertinent part, as follows:

"Each Unit, regardless of type, also includes... all plumbing, electrical, heating, ventilating, and air conditioning system as extends from the interior surface of the walls, floors and ceilings into the Unit; and all other improvements which are located within the boundaries of the Unit as set forth in Section 4.01, or which are exclusively appurtenant to a Unit, although all or part of the improvement may not be located within the boundaries of the Unit as set forth in Section 4.01"; and

WHEREAS, Article VIII, Section 8.01 of the Master Deed provides the following:

"Each Unit Owner is responsible to perform all of the maintenance, repairs and replacements that may be required within the boundaries of and to his or her own Unit, at his or her own expense, and in accordance with the requirements of this Master Deed, the By-Laws and any Rules and Regulations of the Association."; and

WHEREAS, Article VIII, Section 8.03 of the Master Deed provides the following:

"The Association may affect emergency repairs to any Unit which the Owner of that Unit has failed to perform, but the expenses incurred by the Association in doing so shall be levied against the Owner of that Unit as a Remedial Assessment. The Association may also effect non-emergency repairs within the boundaries of a Unit which the Unit Owner has failed to perform and charge the reasonable expenses of the repair to the Unit Owner as a Remedial Assessment, but only if (i)

any such failure to maintain by the Unit Owner will have a material and adverse impact upon any other portion of the Condominium and (ii) the Unit Owner(s) responsible for maintenance, repair or replacement have failed to remedy the situation within thirty (30) days after written notice is given by the Association to do so.”; and

WHEREAS, The New Jersey Condominium Act, N.J.S.A. 46:8B-15(b) provides the following:

“The association shall have access to each unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any common elements therein or accessible therefrom or for making emergency repairs necessary to prevent damage to common elements or to any other unit or units. The association may charge the unit owner for the repair of any common element damaged by the unit owner or his tenant.”; and

WHEREAS, Article XI, Section 11.4 of the Master Deed provides the following:

“The Board shall have the power to promulgate and adopt such Rules and regulations as may be necessary to carry out the intent of these use restrictions, and shall have the right to bring lawsuits to enforce the Rules and Regulations so promulgated. Without limiting the foregoing, to the extent that New Jersey law may in the future permit, the Board shall also have the right to levy fines for violations of the Condominium Documents. Each day that a violation continues after receipt of notice by the Unit Owner may be considered as a separate violation. Any fine so levied shall be considered as a Common Expense to be levied against the particular Unit Owner involved, and collection may be enforced by the Board in the same manner as the Board is entitled to enforce collection of Common Expenses.”; and

WHEREAS, the Board believes that the periodic inspection, cleaning and repair of the dryer vents associated with each Unit will promote the general health, safety and welfare of its members, residents and their property, including common elements; and

WHEREAS, the Board believes that failure to perform periodic inspections, cleanings and repairs to dryer vents poses a fire hazard to the residents, their property and the common elements; and

WHEREAS, this Resolution supersedes and voids all prior Resolutions, whether administrative, special, general or policy which may have been adopted regarding dryer vent maintenance;

NOW THEREFORE, be it resolved that the Board approves of and adopts the following Resolution relating to the inspection, cleaning and repair of dryer vents:

- I. **Dryer Vents**: Each Unit Owner must have their dryer vent inspected, and if required, cleaned and/or repaired, every two (2) years, between the months of April and

September, commencing in the year 2019. Proof of Compliance with this Resolution must be submitted to the Association no later than October 31 of each year that an inspection and/or cleaning is required. (For example: 10/31/19, 10/31/21, 10/31/23, etc.).

- II. **Proof of Compliance:** The Unit Owner may contract with any person and/or business entity qualified and actively engaged in the business of conducting and performing such dryer vent inspection, cleaning and/or repair ("Qualified Contractor"). In the event that the dryer vent requires cleaning and/or repair, the Unit Owner, at their sole cost and expense, shall have the cleaning and/or repair performed by the Qualified Contractor. The Proof of Compliance shall be an invoice or letter from such Qualified Contractor, evidencing the findings of the inspection and the completion of any required cleaning or repair. The invoice or letter must include at a minimum, the name of the Qualified Contractor who performed the inspection, the date the inspection was performed within the inspection year, the nature and extent of the inspection that was conducted and/or performed, the results of the inspection, a description of any maintenance, cleaning, repairs and/or replacements that is required to be performed on the dryer vent, an invoice or letter from the Qualified Contractor evidencing that the repairs have been completed, and a signature of Qualified Contractor who performed said inspection and work.

Upon the first compliance deadline date, the Qualified Contractor will also be required to provide written proof that each Unit with a dryer vent is properly vented to the outside of the Unit rather than venting into the interior wall space of the Unit or into the attic space. The Board is authorized to issue a cease and desist order regarding continued use of the appliance if the Unit Owner fails to have their dryer vent inspected to provide such proof of outside venting on or before October 31, 2019. The Association shall maintain a permanent record of the Units for which acceptable proof of outside venting has been provided so that such documentation must only be submitted for each Unit one time.

In lieu of providing the Proof of Compliance by having the inspection and/or repairs performed, a Unit Owner(s) may provide to the Association an Indemnification, Holdharmless and Restrictive Covenant signed by the Unit Owner(s) and notarized, agreeing that they will not use their dryer, and that they agree to make any required inspections and/or repairs and provide Proof of Compliance before they start to use it in the future. A copy of the form of Indemnification, Holdharmless and Restrictive Covenant is attached hereto as Exhibit A.

- III. **Fines and Penalties:** If a Unit Owner fails to comply with the above requirements, the Association shall send a written notice to the Unit Owner advising the Unit Owner that he/she is in default with the provisions of this Resolution and that the Unit Owner(s) shall have ten (10) business days to comply or a \$50.00 per day fine will be imposed until compliance is achieved. If the Unit Owner fails to comply within the ten (10) business days, the Unit Owner shall be given a second notice advising that the fine is being levied at \$50.00 per day until Proof of Compliance is provided to the Association. If the Unit Owner fails to comply within thirty (30) days of the second notice, the Association shall notify the Unit Owner in writing of a date and time that the Association will enter the Unit to have a qualified contractor perform the inspection/cleaning/repairs, which cost shall be assessed against the Unit in the same manner as common expense assessments.

Cumulative fines for the same offense shall not exceed \$5,000.00. The Unit Owner shall have the right to request in writing, an Alternate Dispute Resolution hearing at any time after receipt of the first notice. In addition, the Unit Owner will be subject to any additional fines or penalties as may be imposed by any governmental agency enforcing the requirements of New Jersey Law. In addition, this provision shall not be construed or deemed to waive any rights the Association may otherwise have, nor any causes of action the Association may have against the Unit Owner for failure to comply with these regulations.

- IV. **Compliance with State and Local Laws:** All inspections, cleaning and/or repairs required by this Resolution shall be made in accordance with all federal, state or local laws and/or regulations. If required by law, each Unit Owner shall obtain a permit for any repairs and/or replacements which need to be made in accordance with this Resolution. If the Unit Owner is required to obtain a permit for the repairs and/or replacements which are to be made in accordance with the inspection report, then each Unit Owner shall, at least ten (10) business days prior to making the requisite repairs and/or replacements, provide the Association with a copy of all documents, including but not limited to the contract, plans and/or specifications for the repairs and/or replacements which are to be made in accordance with the inspection report. These documents shall be sent to the Association, care of the Property Manager, via regular and certified mail. When the repairs and/or replacements are completed and the Unit Owner has obtained final approval of the repairs and/or replacements from the Township or local governing body, the Unit Owner shall send a copy of the final approval, certificate of approval or other approval from the Township or local governing body to the Association via certified mail, return receipt requested. Any Unit Owner who is in violation of this Resolution may also be subject to any other fines, penalties, loss of privileges, suspension of privileges or rights and otherwise as set forth in the Association's Governing Documents and any Resolutions enacted clarifying same.
- V. **Indemnification.** The Unit Owner agrees to indemnify, defend and hold harmless the Association and the Association's directors and officers (collectively "Indemnified Parties") from any actions, claims and expenses (collectively "Claims") (including, by way of example rather than limitation, reasonable attorneys' fees and disbursements) sustained or incurred by any of the Indemnified Parties as a result of, arising out of, or in connection with the Unit Owner's or Association's inspection and/or cleaning of the dryer vents.
- VI. **Self-help:** If the Unit Owner fails to comply with this Resolution, or any portion thereof, the Association may elect to perform the inspections and required cleaning and/or repairs by hiring a person and/or business entity authorized and/or actively engaged in such business, and charge the cost of same to the Unit Owner. If the Unit Owner refuses to allow the Association and/or its authorized agent access and/or entry into the respective home, the Association may hire a locksmith to obtain access and/or entry into the respective home for the purposes of performing an inspection and performing any required cleaning and/or repairs. All costs incurred by the Association in hiring a locksmith to obtain access or entry into a home shall be borne and charged as an assessment to the Unit and/or Unit Owner of the respective home.

- VII. **Definitions:** Definitions shall be as set forth in the Association's Master Deed and By-Laws, and shall also include the following:

The term "**dryer vent**" as used in this Resolution shall include vents, ducts and flues that service a clothes dryer.

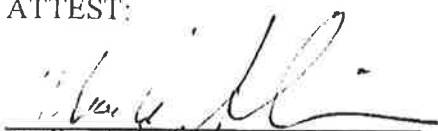
All references herein to any particular gender is intended to include the appropriate gender as the text of this Resolution may require.

Any word(s) in the singular is to include the plural. Any word(s) in the plural is to include the singular.

CERTIFICATION

I HEREBY certify that the foregoing Resolution was duly adopted at a regular meeting of the Board of Directors of SPARTA MEADOWS CONDOMINIUM ASSOCIATION, INC., held on December 10, 2019.

ATTEST:


Mark Gloria, Secretary
Mark Gloria *

SPARTAN MEADOWS
CONDOMINIUM ASSOCIATION, INC.

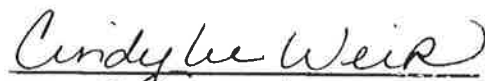
Jeff Sutton, President
Jeff Sutton **

STATE OF NEW JERSEY)

COUNTY OF SUSSEX) ss:

BE IT REMEMBERED, that on this 20th day of March, 2019, before me, the subscriber a Notary Public and ~~an Attorney at Law~~ of the State of New Jersey, personally appeared Mark Gloria, who being by me duly sworn on his oath, deposes and makes proof to my satisfaction that he is the Secretary of the Corporation named in the within instrument; that Jeff Sutton is the President of said Association; that the execution as well as the making of this Instrument, has been duly authorized by a proper resolution of the governing board of the said Corporation; and that said Instrument was signed and delivered by said President as and for the voluntary act and deed of said Corporation, in the presence of deponent, who thereupon subscribed his/her name thereto as attesting witness.

Sworn to and Subscribed before me,
the date aforesaid.


Notary Public and ~~an Attorney at Law~~
~~Law~~ of the State of New Jersey
(N0203843 2)

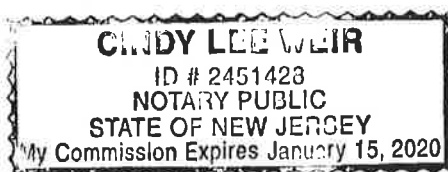


EXHIBIT A

INDEMNIFICATION, HOLDHARMLESS AND RESTRICTIVE COVENANT

THIS AGREEMENT is made this ___ day of _____, 20___, between **SPARTAN MEADOWS CONDOMINIUM ASSOCIATION, INC.**, (hereinafter "the Condominium") a New Jersey non-profit corporation, located in the Township of Sparta, County of Sussex, and State of New Jersey, established by Master Deed whose effective date is June 27, 2005, and recorded on July 5, 2005 in the Office of the Clerk of Sussex County in Book 2943 at page 250, et seq., all pursuant to N.J.S.A. 46:8B-1, et seq, and having offices located at A&R Midstate Management, LLC., 200 Valley Road, Suite 207, Mount Arlington, New Jersey 07856, and **,their heirs and assigns** ("Unit Owners"), residing at _____, New Jersey, also known as Unit _____.

WHEREAS, it is understood that the inspection, cleaning and/or repair to the Unit Owner's dryer duct is required to allow for its use in a safe manner and for their intended purpose; and

WHEREAS, the Unit Owner has represented to the Association that he will not use the his dryer duct in lieu of providing the Proof of Compliance as required by Policy Resolution No. _ Relating to the Inspection, Cleaning and Repair of Dryer Ducts.

NOW THEREFORE, in consideration for the following, the Association hereby agrees that the Unit Owner shall not be required to provide Proof of Compliance as Required by Policy Resolution No. _ Relating to the Inspection, Cleaning and Repair of Dryer Ducts, subject to the following:

1. The Unit Owner herein and their heirs and assigns shall indemnify and hold harmless the Association from and against any and all claims, suits and damages by and to persons or property resulting from the Unit Owner's failure to inspect, clean, and/or repair the clothes dryer duct, including any costs of suit, and/or attorney's fees incurred by the Association.
2. The Unit Owner agrees to not use a clothes dryer without providing Proof of Compliance required pursuant to Policy Resolution No. Relating to the Inspection, Cleaning and Repair of Dryer Ducts adopted on _____, 2019, evidencing the proper inspection report and proof of cleaning or repair by a qualified inspection/cleaning company for the clothes dryer safe operation.
3. The Unit Owner agrees to repair or replace any personal property, common property (i.e. roof, siding, grass, etc.), or other Owner/Association property which are damaged as a result of the Unit Owner's use of the clothes dryer if they did not provide Proof of Compliance.

4. In the event the Unit Owner decides to use their clothes dryer for its intended purpose, or if any governmental authority requires the repair of the dryer duct, the Unit Owner agrees to immediately make all necessary inspections and/or repairs to the clothes dryer duct that is required for its safe operation, and provide the Association with Proof of Compliance for same.
5. The Unit Owner agrees to provide Proof of Compliance for the clothes dryer duct upon vacating the home or upon transfer of title unless the successor Unit Owner agrees in writing to not use a clothes dryer and also signs a Indemnification, Holdharmless and Restrictive Covenant.
6. The Unit Owner shall provide proof of liability insurance to the Association in an amount not less than \$1,000,000.00, naming the Association as an Additional Insured, on a primary, non-contributory basis.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first written above.

WITNESS:

Unit Owner:

STATE OF NEW JERSEY:

:SS:

COUNTY OF _____:

BE IT REMEMBERED, that on this __ day of _____, 20____, before me, the subscriber, a Notary Public of New Jersey, personally appeared _____, who, I am satisfied, is the person named in and who executed the within instrument, and thereupon he/she acknowledged that he/she signed, sealed and delivered to me as his/her own voluntary act and deed for the uses and purposes therein expressed.

Notary Public

20190415010064710 8/8
04/15/2019 12:06:28 PM
RESOL
Recording Fee: \$110.00



REC'D & RECORDED
11/01/2004 11:26:46AM
ERMA GORMLEY
SUSSEX COUNTY CLERK
NEWTON, NJ

Easement for Development

The undersigned, Sparta Business Campus Holding Limited Liability (the "Grantor") with a principal business address of 376 Lafayette Rd. Suite 103 Sparta, NJ 07871 is the owner of a real estate development known as Spartan Meadows in the Township of Sparta, County of Sussex, State of NJ, known and designated as Block, 35 Lot, 3 and recorded in The Office of The Clerk of Sussex County (the Development), on 11/17/2003, in Deed Book 2774, page 339, referred to as the property.

Grantor, has requested Jersey Central Power & Light Company, a FirstEnergy Company and United Telephone Of New Jersey Inc. Doing Business As Sprint of New Jersey Inc., both New Jersey Corporations, (the "Grantee") to install an electric/communication system in the Development which is more fully shown on a map or maps filed or to be filed in the Office of the Clerk of said County and generally described as:

Spartan Meadows/ Sparta Business Campus, tax lot 3 block 35, tax map sheet 69, Sparta township, Sussex county, N.J. As described by Dykstra Engineering Inc. P.O. box 1047 Sparta, N.J. 07871. Telephone 973-579-2177

Grantor, for valuable consideration, the receipt of which is hereby acknowledged and intending to be legally bound, hereby grants, covenants and agrees as follows:

Grantor, as of this date, represents that no lots in the Development have been sold or agreement for the sale thereof have been entered into except

Grantor hereby grants and conveys to Grantee a permanent easement and uninterrupted right, from time to time, to construct, reconstruct, operate, inspect, renew, maintain, replace, improve, redesign, alter, repair, relocate, add to, extend and remove an overhead, underground and/or ground level electric/communication system described below as may be deemed necessary or convenient by Grantee for electric, CATV and communication purposes for the use and benefit of the Development (including any further subdivision of the lots contained therein) and/or adjoining lands.

The system may include, without limitation, poles, crossarms, guy wires, guy stubs, anchors, street lights and standards, transformers, transformer pads, switching compartments, conduits, conductors, ducts, wires, cables, fibers, pedestals, terminal boxes, hand-holes, manholes and other related equipment and apparatus (the "Facilities"), which, in addition to serving Development Lots, may be installed along within or across all streets, alleys, roads and all other public places, including yards, parking lots and open spaces, and to all buildings of or on the Development.

Grantor further grants and conveys to Grantee the right, from time to time in the development, to trim, cut and/or remove such trees, tree branches, shrubs, roots, vegetation, structures and/or other objects or obstructions which are within fifteen (15) feet of any wire strung or above ground structure or, which in the sole judgment of the Grantee, interfere with the installation of, or in the safe, proper or convenient use, maintenance, operation of, or access to, the Facilities, including, without limitation, the removal of such trees and/or tree branches which overhang or endanger any of the Facilities. Further, Grantee shall have the right to make such excavations to accomplish the above purposes and to enter upon the development shown on said Plan (Plat) and, insofar as Grantor's rights shall extend, within any public street, alley thereof or bounding the same, without notice for all the purposes hereof.

Grantor covenants not to construct, place, maintain or use structures of any kind, or plant shrubs or trees within eight (8) feet of either side of the center line of the underground Facilities as installed, raise or lower the ground elevation of the land above or beneath the Facilities; grow beneath overhead Facilities any vegetation or trees, except compatible species identified by Grantee; or obstruct access to, remove structural support from, divert or impound water to or on, or otherwise interfere with, the Facilities.

The rights and obligations hereunder shall be binding upon and inure to the benefit of the Grantor and Grantee and their heirs, executors, administrators, successors and assigns, Licensees and Lessees, as the case may be.

Sparta Business Campus Holding Limited Liability

Witness/Attest

Managing Member Richard Crepeau

STATE OF NEW JERSEY, COUNTY OF

Sussex

I certify that on July 20, 04 Richard Crepeau personally appeared before me and acknowledged to my satisfaction that he:

- (a) He is the Managing Member of the Limited Liability Company named in the attached instrument;
- (b) He executed the instrument as His voluntary act and deed;
- (c) He was authorized to execute the instrument on behalf of the Limited Liability Company; and
- (d) He executed the instrument as the act of the Limited Liability Company as its Managing Member.

NICOLE CREPEAU

NOTARY PUBLIC OF NEW JERSEY

Notary Public of New Jersey My Commission Exp. Oct. 2, 2005

My commission expires

Nicole Crepeau

County: Sussex

Dated:

July 20, 04

W/R# 311324512

RECORD AND RETURN TO:
JERSEY CENTRAL POWER AND LIGHT COMPANY

GPU Energy
300 Madison Avenue
Morristown NJ 07962-9871