

**THE BERKSHIRE RIDGE CONDOMINIUM ASSOCIATION, INC.  
POLICY RESOLUTION  
PERTAINING TO DRYER VENT AND CHIMNEY CLEANINGS AND INSPECTIONS**

This Resolution (the “Resolution”) is made on this \_\_\_\_ day of \_\_\_\_\_ 20\_\_, by The Berkshire Ridge Condominium Association, Inc., (the “Association”), by and through its Board of Directors (the “Board”), having an address in the care of Wilkin Management Group, Inc.; and

**WHEREAS**, the Association was created by, among other documents, a Master Deed with attached By-Laws (collectively the “Governing Documents”), as may be amended from time to time, recorded in the Office of the Morris County Clerk on **November 13, 1987, in Deed Book 2981, Page 0657, et seq.**; and

**WHEREAS**, the Association’s Master Deed, Article III, Section (B) provides that “[e]ach unit also includes... all other improvements located within such unit described, which are exclusively appurtenant to such units, although all or part thereof may not be located within the unit...”; and

**WHEREAS**, the Association’s Master Deed, Article VII, Section (B) provides that “[e]ach unit owner shall promptly furnish, perform and be responsible for, at his own expense, all of the maintenance, repairs and replacements within his own unit, provided, however:...(ii) [t]he Association, its agents and employees may effect emergency or other necessary repairs which the unit owner has failed to perform; but any and all expenses incurred in effecting emergency or other necessary repairs which a unit owner has failed to perform shall be the responsibility of the unit owner affected thereby”; and

**WHEREAS**, the Association’s By-Laws, Article IV, Section 4.1 provides that “[t]he property, affairs and business of the Association shall be managed by the Board of Directors, which shall have all those powers granted to it by the Certificate of Incorporation, the Master Deed, these By-Laws, and by law”; and

**WHEREAS**, the Association’s By-Laws, Article V, Section 5.1 provides that “[t]he Board of Directors shall have those powers, which include but which are not necessarily limited to the following, together with such other powers as may be provided herein or in the Master Deed, or which may be necessarily implied. The powers to:... (g) [s]ecure full performance by unit owners or occupants of all items of maintenance for which they are responsible”; and

**WHEREAS**, the Association’s By-Laws, Article XI, Section 11.1 provides that “[t]he Board shall have the power, in 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 of any part thereof; Complaint to the duly constituted authorities or by taking any other action, summary or otherwise, before any court, as may be provided by law”; and

**WHEREAS**, the Association’s By-Laws, Article XI, Section 11.2 provides that “[i]n addition to any other authority granted to the Board of Directors to enforce these By-Laws, the Master Deed or any rules and regulations of the Association (collectively, the ‘Governing Documents’), the Board of Directors may assess a fine for any violation of the Governing Documents”; and

**WHEREAS**, the Board has determined that it is in the best interest of the Association to develop policies and procedures regulating the routine cleaning of dryer vents and chimneys within the Association; and

**NOW, THEREFORE, BE IT RESOLVED THAT:**

**I. DRYER VENT CLEANINGS**

1. Beginning in 20\_\_\_\_, and once every twenty-four (24) months thereafter, each Unit Owner shall have the dryer vent leading from the Unit's dryer to the exterior of the building inspected and cleaned.
2. The first dryer vent inspection and cleaning shall be conducted no later than \_\_\_\_\_, 20\_\_\_\_.
3. Each Unit Owner shall provide to the Association, no later than \_\_\_\_\_, 20\_\_\_\_, proof of the service via a completed certificate stating that the Unit's dryer vent has been inspected and cleaned, and is in satisfactory condition. Each Unit Owner shall provide another such certificate to the Association every twenty-four (24) months thereafter by \_\_\_\_\_ of each \_\_\_\_\_ calendar year.
4. The certificate required by this Resolution must:
  - a. Provide the inspection/cleaning company's name, address and telephone number.
  - b. Provide a sufficient description of the work performed to demonstrate compliance with this Resolution.
  - c. Show the date the inspection and cleaning were performed.
5. All inspections and cleanings required by this Resolution shall be performed by a state-licensed contractor that is approved to perform such service. All approved contractors shall be required to produce valid certificates of acceptable insurance coverage for comprehensive property liability, personal injury liability, automobile, vehicular and equipment coverage, and workman's compensation. "Acceptable" shall be determined at the sole discretion of the Association and shall mean insurance written by a reputable insurance company, which company is licensed to conduct such insurance business in the State of New Jersey and providing for adequate amounts of coverage.
6. Cleaning of the dryer vents shall include the removal of all lint, birds, nests, vermin, and other obstructions in and around the vent/duct from the point where the vent/duct reaches a common element main line or exterior of the building through the point of entry into the Unit. Maintenance shall include all necessary repairs and replacements to the vents/ducts to ensure safe and correct venting of the clothes dryer as well as adequate screening of the vent cover at the exterior wall to discourage entry of foreign materials and animals.
7. The inspection and cleaning of dryer vents must be done from both ends of the vent – from where the vent attaches to the dryer, and from where the vent/duct reaches a common element main line or the exterior of the building. As part of the cleaning, a determination must be made to ensure that the vent system is intact.
8. In the event the inspection and cleaning contractor recommends further maintenance or repairs of the dryer vent, the Unit Owner shall be responsible for ensuring that any

necessary repairs are performed. Proof that such repairs were performed by a state-licensed contractor shall be provided to the Association within fifteen (15) days of the inspection and cleaning contractor's recommendation.

9. When the time for inspection comes due for each Unit, the Association may send notifications to Unit Owners to remind them of their obligation. However, the Association is not required to send out such notifications, and if the Association fails to do so, the Unit Owners remain responsible for having their dryer vents cleaned and inspected every twenty-four (24) months.
10. If a Unit Owner notifies the Association that he or she does not have a dryer, that Unit Owner must provide the Association with physical access to the Unit to verify that there is no dryer. Such inspection(s) shall be required with the same frequency as noted for certificates in Paragraph 3, above.
11. In the event a Unit Owner fails to comply with this Resolution, the Board shall impose a fine in accordance with the then-current fining policy. Each day a violation continues after notice shall be considered a separate violation. The accused Unit Owner shall have the right to participate in alternative dispute resolution (ADR). The Association shall also be entitled to recover all reasonable attorney's fees, costs, and expenses incurred in enforcement of this Resolution.
12. If the inspection is not complete or the certificate has not been supplied to the Association within ninety (90) days of the due date for the inspection in any year in which an inspection is required, the Association may, at its sole discretion, enter a Unit and conduct a dryer vent inspection and cleaning. All costs and fees associated with the entry and cleaning shall be charged to the Unit Owner, including, but not limited to, reasonable attorney's fees.
13. At no time shall the Association have a duty of any kind to monitor or maintain any dryer vent or appurtenance and shall not be responsible for any damages arising from the inspection or failure to inspect a dryer vent.

## **II. FIREPLACE AND CHIMNEY CLEANINGS**

1. Beginning in 20\_\_\_\_, and once every twenty-four (24) months thereafter, each Unit Owner shall have all fireplaces and chimneys leading from the residence to the exterior of the building inspected and cleaned by an approved licensed inspector.
2. All fireplaces and chimney inspections and cleanings shall be performed from inside the Unit unless the contractor reasonably determines roof access is necessary to complete the inspection or cleaning.
3. The first fireplace and chimney inspection and cleaning shall be conducted no later than \_\_\_\_\_, 20\_\_\_\_.
4. Each Unit Owner shall provide to the Association, no later than \_\_\_\_\_, 20\_\_\_\_, proof of the service via a completed certificate stating that the Unit's fireplace and chimney have been inspected and cleaned, and are in satisfactory condition. Each Unit

Owner shall provide another such certificate to the Association every twenty-four (24) months thereafter by \_\_\_\_\_ of each \_\_\_\_\_ calendar year.

5. The certificate required by this Resolution must:
  - a. Provide the inspection/cleaning company's name, address and telephone number.
  - b. Provide a sufficient description of the work performed to demonstrate compliance with this Resolution.
  - c. Show the date the inspection and cleaning were performed.
6. All inspections and cleanings required by this Resolution shall be performed by a state-licensed contractor that is approved to perform such service. All approved contractors shall be required to produce valid certificates of acceptable insurance coverage for comprehensive property liability, personal injury liability, automobile, vehicular and equipment coverage, and workman's compensation. "Acceptable" shall be determined at the sole discretion of the Association and shall mean insurance written by a reputable insurance company, which company is licensed to conduct such insurance business in the State of New Jersey and providing for adequate amounts of coverage.
7. Each Unit Owner shall be required to properly maintain his or her fireplace and chimney and to make any repairs or take any safety precautions that are recommended by the inspection company. Each Unit Owner shall be required to submit proof that any repairs and/or safety precautions recommended by the inspection company have been completed.
8. When the time for inspection comes due for each Unit, the Association may send notifications to Unit Owners to remind them of their obligation. However, the Association is not required to send out such notifications, and if the Association fails to do so, the Unit Owners remain responsible for having their fireplace and chimneys cleaned and inspected every twenty-four (24) months.
9. If a Unit Owner notifies the Association that he or she does not have a fireplace and/or chimney, that Unit Owner must provide the Association with physical access to the Unit to verify that there is no fireplace and/or chimney. Such inspection(s) shall be required with the same frequency as noted for certificates in Paragraph 4, above. No Unit Owner may avoid the biannual cleaning and inspection by claiming that he/she does not use his/her fireplace and/or chimney.
10. In the event a Unit Owner fails to comply with this Resolution, the Board shall impose a fine in accordance with the then-current fining policy. Each day a violation continues after notice shall be considered a separate violation. The accused Unit Owner shall have the right to participate in alternative dispute resolution (ADR). The Association shall also be entitled to recover all reasonable attorney's fees, costs, and expenses incurred in enforcement of this Resolution.
11. If the inspection is not complete or the certificate has not been supplied to the Association within ninety (90) days of the due date for the inspection in any year in which an inspection is required, the Association may, at its sole discretion, enter a Unit and conduct a fireplace and chimney inspection and cleaning. All costs and fees associated with the entry and cleaning shall be charged to the Unit Owner, including, but not limited to, reasonable attorney's fees.

12. At no time shall the Association have a duty of any kind to monitor or maintain any chimney, fireplace or other appurtenance and shall not be responsible for any damages arising from the inspection or failure to inspect a chimney or fireplace.

### **III. GENERAL**

1. The Unit Owner shall be responsible for any damage caused by the Unit Owner or his/her contractor to the roof, other common elements, and property of other Unit Owners.
2. Any monies due hereunder shall be collected by the Association in the same manner as assessments.
3. Notwithstanding any of the above, the Association may exercise all rights and remedies available to it at law, in equity, or pursuant to the Governing Documents.
4. Should any provision of this Resolution be deemed invalid, the remaining provisions hereof shall remain in full force and effect.
5. Any provision contained within any previously adopted resolution of the Association that conflicts with any provisions set forth herein shall be deemed void and this Resolution shall govern.

**THE BERKSHIRE RIDGE CONDOMINIUM ASSOCIATION, INC.**

Resolution Type: Policy No.

Regarding: Dryer Vent and Chimney Cleanings and Inspections

Duly adopted at a meeting of the Board of Directors of The Berkshire Ridge Condominium Association, Inc., held this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

<u>Officer</u>	Vote:	<u>YES</u>	<u>NO</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
_____, Director		___	___	___	___
_____, Director		___	___	___	___
_____, Director		___	___	___	___
_____, Director		___	___	___	___
_____, Director		___	___	___	___

Attest:

\_\_\_\_\_  
 \_\_\_\_\_, Secretary

\_\_\_\_\_  
 \_\_\_\_\_ Date

File:

Book of Minutes -  
 Book of Resolutions:

	Book No.	Page No.
Policy	_____	_____
Administrative	_____	_____
Special	_____	_____
General	_____	_____

Resolution Effective: IMMEDIATELY

