

Prepared by: _____
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**CARRIAGE GATE AT LITTLE SILVER, A CONDOMINIUM
(the "Association")**

RESOLUTION REGARDING DRYER VENT CLEANING

PREAMBLE

A. The Master Deed of the Carriage Gate at Little Silver, A Condominium ("Association") was recorded in the Monmouth County Clerk's office on December 6, 2013 in Deed Book OR-9048 at Page 66, et. seq. The Master Deed, as amended, may be hereinafter collectively referred to as the "**Master Deed**".

B. The Bylaws of the Carriage Gate at Little Silver, A Condominium, (the "**Bylaws**") were recorded in the office of the Monmouth County Clerk as Exhibit E to the Master Deed. These documents, the Master Deed and the Bylaws are collectively referred to herein as the "**Governing Documents**".

C. The Governing Documents including Article 7, Section 7.2 of the Master Deed and Article II, Section 2.5 of the Bylaws, provide that each owner or occupant of a Unit shall comply with, and shall assume ownership or occupancy subject to the provisions of the Governing Documents. Unit Owners, therefore, hold title subject to all provisions of the Governing Documents (including subsequent adopted rules and regulations).

D. Section 7 of the Master Deed and Article VI, Section 6.01 E and F of the Bylaws authorizes the Board of Trustees (the "**Board**") to make and enforce compliance with reasonable rules and regulations relative to the operation, use, and occupancy of the Units, Common Elements and Association facilities.

E. Many, if not all, of the Units in the Association contain dryer vents for the exclusive use and enjoyment of the Unit Owner.

F. Pursuant to Article 4, Section 4.2 of the Master Deed, items which service the unit exclusively although all or part thereof may not be located within the Unit, such as appliances, machinery, mechanical or other systems are part of the unit.

G. Pursuant to Article 8, Section 8.16 of the Master Deed each unit owner is responsible to perform all maintenance to his or her unit. Therefore, the maintenance and repair responsibility for dryer vents is imposed upon the Unit Owner by the Master Deed.

H. It is in the best interest of the Unit Owners, as well as the entire community, that dryer vents be inspected and/or cleaned on a regular basis to minimize the possibility of fire and to protect the general health, safety and welfare of the residents of the Association.

NOW, THEREFORE, BE IT RESOLVED on the 10th day of October, 2017 that the Board hereby adopts the following rules, regulations and requirements to enhance the safety of the members and residents of the Association from fire hazards and for the general welfare of the members and residents of the Association:

- (a) All Unit Owners shall be required to have the dryer vent inspected and, if necessary, professionally cleaned and/or repaired prior to November 30, 2017 and every other year, thereafter commencing in 2019.
- (b) The qualified inspector selected by the Unit Owner must maintain liability insurance, proof of which is to be provided to the Association upon request, and shall be held responsible for any damage caused by the inspection or any necessary cleaning and/or repairs.
- (c) The inspection shall confirm the proper direction of the dryer vent, whether it is in need of repair and/or cleaning. If the dryer vent is misdirected, or in need of repair and/or cleaning, the dryer vent must be properly directed,, repairs and/or cleaned and the cost of same shall be at the sole expense of the Unit Owner. Thereafter, the Unit Owner must submit to the Association a document identifying that the inspection and/or cleaning has been completed, prior to the completion deadline.
- (d) Failure to abide by the requirements contained in this Resolution will result in the imposition of fines against the Unit in accordance with Article IX, Section 9.4 of the Master Deed after proper notice and an opportunity for ADR. Any fines imposed will be collected in the same manner as provided for in the governing documents for the collection of delinquent assessments including the right to recover reasonable attorney's fees and costs. Furthermore, any violations may result in the suspension of privileges as provided for in Article II, Section 2.6 of the Bylaws.
- (e) Notwithstanding the foregoing, the Association may exercise all rights and remedies available to it at law, in equity and/or pursuant to the Governing Documents to enforce this regulation.

APPLICATION AND INTERPRETATION. This Resolution is not intended to modify the terms set forth in the Governing Documents, and does not amend the Master Deed and Bylaws, rather, it is intended to more clearly specify this regulation adopted by the Board. Wherever possible, the terms and conditions set forth in this Resolution shall be interpreted and applied in a manner which shall not be inconsistent with the Master Deed or Bylaws.

NOTICE AND RECORDING. The Associations' 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 Monmouth County Clerk's Office in order to establish the recording of this clarification to the

