

RECORDING INFORMATION SHEET

49 RANCOCAS RD,
MT. HOLLY, NJ 08060

INSTRUMENT NUMBER:
5160593

DOCUMENT TYPE:
RESOLUTION

COPY

Official Use Only

TIMOTHY D. TYLER
BURLINGTON COUNTY


RECEIPT NUMBER
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BOOK: OR13185
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Document Charge Type	RESOLUTION
Return Address (for recorded documents) CUTOLO MANDEL, LLC 151 HIGHWAY 33 EAST STE 204 MANALAPAN NJ 07726	
No. Of Pages <i>(Excluding Recording Information and/or Summary Sheet)</i>	10
Consideration Amount	\$0.00
Recording Fee	\$130.00
Realty Transfer Fee	\$0.00
Total Amount Paid	\$130.00
Municipality	UNKNOWN
Parcel Information	Block: N/A Lot: N/A
First Party Name	ARBOR GREEN CONDO ASSOC INC
Second Party Name	ARBOR GREEN CONDO ASSOC INC

Additional Information (Official Use Only)



5160593

Ctrl Id: 5340635 Recording Clerk: dcoco

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EXHIBIT A
(Resolution Regarding Dryer Vent Cleaning)

**ARBOR GREEN CONDOMINIUM ASSOCIATION, INC.
RESOLUTION REGARDING DRYER VENT CLEANING**

WHEREAS, Arbor Green Condominium Association, Inc. (the "Association") was established and exists as a non-profit corporation and by virtue of a certain Master Deed, recorded on March 9, 1973, in the Office of the Clerk of Burlington County in Deed Book 1835, Page 159, et seq., as may be amended (the "Master Deed"); and

WHEREAS, Section 11(B) of the Master Deed provides that "[t]he Grantor and every Unit Owner by the acceptance of the Unit Deed, and their heirs, successors and assigns, covenant that they will faithfully observe all of the terms, covenants and conditions wherever imposed in the Condominium Documents[;]" and

WHEREAS, Article I, Section 2 of the By-Laws provides that "[a]ll present and future Unit Owners, tenants, future tenants, their licensees, invitees, servants, agents, employees and any other person or persons that shall be permitted to use the Condominium Property of the Condominium, shall be subject to these By-Laws and to the Rules and Regulations issued by the Association to govern the conduct of its Members. Acquisition, rental or occupancy of any of the Units in the Condominium shall be conclusively deemed to mean that the Unit Owner, tenant or occupant has accepted and ratified these By-Laws and the Rules and Regulations of the Association and will comply with them[;]" and

WHEREAS, Section 7(A) of the Master Deed provides in part that "the Association is hereby vested with the rights, powers, privileges and duties necessary or incidental to the proper administration of the Condominium as set forth in the Condominium Documents and the Condominium Act[;]" and

WHEREAS, Article IV, Section 10 of the By-Laws provides in part that "[t]he Board of Trustees shall have and exercise all lawful powers and duties necessary for the proper conduct and administration of the affairs of the Association and the administration and management of the Condominium and Condominium Property, and may do or cause to be done all such other lawful acts and things as are not by law, by these By-Laws or otherwise, directed or required to be done or exercised by the Unit Owners, or by the others. In the performance of its duties as the administering body of the Association and the Condominium, the Board of Trustees shall have powers and duties set forth in the Condominium Documents[;]" and

WHEREAS, Section 7(A)(viii) of the Master Deed provides in part that "[t]he Association shall . . . be empowered and is hereby empowered and shall be obliged . . . to adopt rules and regulations as may be necessary for the management, control and orderly use of the Common Elements, and in general it shall manage the Condominium Property as provided herein and in the By-Laws[;]" and

WHEREAS, Article IV, Section 10(L) of the By-Laws provides that the Board of Trustees shall "make and enforce compliance with such reasonable Rules and Regulations relative to the operation, use and occupancy of the Units, the Common Elements and other Condominium Property (including the assignment to each Unit of the exclusive right to the use

of certain parking spaces on a uniform reasonable and equitable basis), and to amend the same from time to time as the Board shall deem necessary or appropriate, which Rules and Regulations when approved by appropriate resolutions shall be binding on the Unit Owners, and the tenants and occupants of Units. A copy of such Rules and Regulations and copies of any amendments thereof shall be delivered or mailed to each Unit Owner of a Unit promptly upon the adoption thereof. The Rule and Regulations shall be subject to change by a majority of Unit Owners[;]" and

WHEREAS, Section 10(C) of the Master Deed provides that it "shall be the responsibility of the Unit Owner...to maintain repair or replace at his own expense all portions of the Unit which may cause injury or damage to the other Units or to the Common Elements... [and to] maintain and keep in good repair (and replace, if necessary) the Unit, including, without limitation, the...vents[;]" and

WHEREAS, Section 13(D) of the Master Deed provides that the "Association shall have the irrevocable right, to be exercised by the Trustees and their agents and employees, to have access to each Unit...for making emergency repairs necessary to prevent damage to the Common Elements or to any other Unit or Units[;]" and

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 residents.

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

1. Any dryer vent that serves one unit exclusively shall be the responsibility of the owner of that unit to clean, maintain, repair and/or replace said dryer vent.
2. Dryer vent inspection and cleaning shall be performed at the cost of each unit owner on or before September 1, 2015 and every other year thereafter beginning on June 1, 2017, unless a different date is designated by the Board. A receipt of the rendering of such services shall be provided by October 1, 2015 and by July 1 of each alternating year thereafter in which dryer vent cleaning is required.
3. Any third party contractor hired by a unit owner to inspect or clean a dryer vent shall be licensed and qualified and shall provide to the Association's managing agent with a certificate of liability insurance naming the Association and the managing agent as additional insureds in an amount of not less than \$500,000.00 prior to 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 2 of this resolution.
4. If a unit owner cannot arrange for cleaning and/or inspection to be performed on or before the deadlines established in paragraph 2 of this resolution, the unit owner shall advise Association management in writing prior to the deadlines set forth in paragraph 2, stating the

reason for same and providing the expected timeframe for completion. The Board shall review same and, if good cause is shown in the Board's sole discretion, the management company shall notify the unit owner that an extension has been granted. If found unacceptable, the unit owner shall be notified to comply by the deadline set forth in paragraph 2.

5. The Board may issue a cease and desist order regarding further use of the ventilation system serviced by a dryer vent that has not been inspected and/or cleaned in compliance with this Resolution if a unit owner fails to comply with the provisions of this resolution.

6. If a unit owner fails to clean a dryer vent as required by this resolution, the Association, at its option and not obligation, may clean a unit owner's dryer vent, and charge the costs related thereto to that unit owner. Any costs incurred 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.

7. Upon the sale of a unit, new owners shall be required to comply with paragraph 2 of this resolution 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.

8. 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 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 such inspector, nor may any unit owner assume that the Association has undertaken any due diligence concerning the selection of its own choice, provided such inspector is qualified and provides to the Association's manager, prior to undertaking any work, a certificate of liability insurance naming the Association as additional insured in the amount of not less than \$500,000.00.

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

10. 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.

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

**ARBOR GREEN CONDOMINIUM ASSOCIATION, INC.
RESOLUTION REGARDING DRYER VENT CLEANING**

Duly adopted at a meeting of the Board of Trustees of Arbor Green Condominium Association, Inc. held this 20 day of April, 2015.

<u>Officer/Director</u> PRINT NAME	Vote:			<u>ABSENT</u>	SIGNATURE
	<u>YES</u>	<u>NO</u>	<u>ABSTAIN</u>		
<u>Pamela Gleason</u>	<u>X</u>	—	—	—	<u>Pamela Gleason</u>
<u>Brian Tudor Leeds</u>	<u>X</u>	—	—	—	<u>Brian Tudor Leeds</u>
<u>Jeanne Ritts</u>	<u>X</u>	—	—	—	<u>Jeanne Ritts</u>
<u>Mary Anne Bennett</u>	—	<u>X</u>	—	—	<u>MA Bennett</u>
<u>Jacqueline Cobb</u>	<u>X</u>	—	—	—	<u>Jacqueline Cobb</u>
_____	—	—	—	—	_____
_____	—	—	—	—	_____

Attest:

Mary Anne Bennett
Mary Anne Bennett, Secretary

Dated: April 20, 2015

Pamela Gleason
Pamela Gleason, President

Dated: April 20, 2015

File:

Book of Minutes -
Book of Resolutions:

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

Resolution Effective: April 20, 2015

STATE OF NEW JERSEY }

COUNTY OF Merlinston } SS:

I CERTIFY that on April 20, 2015 Mary Anne Bennett personally came before me and this person acknowledged under oath, to my satisfaction, that:

(a) this person is the Secretary of Arbor Green Condominium Association, Inc. a not for profit corporation of the State of New Jersey, named in this document;

(b) this person signed this Resolution Regarding Dryer Vent Cleaning as attesting witness for the proper corporation officer who is Pamela Gleason , the President of the corporation;

(c) this document was signed and delivered by the corporation as its voluntary act and deed by virtue of authority from its Board of Trustees;

(d) this person signed this acknowledgment to attest to the truth of these facts; and

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

Mary Anne Bennett
Mary Anne Bennett, Secretary

[NOTARIZE]

Signed and sworn to before me this on

30th of April, 2015

James M. Rott
Notary Public

My Commission expires
Nov 6, 2018

RECORD AND RETURN TO:

Attn: Daniel Barros, Esq.
Cutolo Mandel LLC
151 Highway 33 East, Suite 204
Manalapan, New Jersey 07726