

McVitty Forest Condominium Unit Owners Association

Regulatory Resolution 2008

Inspection and Cleaning of Dryer Vents

Whereas, Article 4, Section 2 (*Board of Directors – Powers and Duties*) of the Bylaws of the McVitty Forest Condominium Unit Owners Association (“Bylaws”) grants the Board of Directors the power to adopt any Rules and Regulations necessary for the administration of the affairs of the Association; and,

Whereas, Article 4, Section 2, Paragraph (g) authorizes the Board of Directors to cause the common elements to be maintained; and,

Whereas, VA Code Section 55-79.50 (c) (*Construction of condominium instruments*) states in pertinent part that “chutes, flues, ducts, conduits . . . or any other apparatus” lying partially within and partially outside the designated boundaries of a unit, any portions thereof serving only that unit shall be deemed a part of that unit; and,

Whereas, Article XI, Section C (*Easements*) states in pertinent part that “There is hereby granted a blanket easement upon, across, over and under all of the units . . .”; and,

Whereas, VA Code Section 55-79.50 (e) (*Construction of condominium instruments*) states in pertinent part that “. . . and any other apparatus designed to serve a single unit, but located outside the boundaries thereof, shall be deemed a limited common element. . .”; and,

Whereas, Article IV, Section A (*Horizontal and Vertical Boundaries*) of the Declaration of McVitty Forest Condominium states that the Horizontal Boundary of a unit is the “lower surface of the finished flooring materials and the upper surface of ceiling materials. . .” and the Vertical Boundary of a unit is the “unexposed surface of the perimeter wall materials. . .”; and,

Whereas, Article XV, Sections A and B (*Maintenance, Repair and Internal Changes of Units*) of the Declaration of McVitty Forest Condominium states that “every unit owner must promptly repair work within his unit, which if omitted would affect the condominium in its entirety, or other unit owners,” and in pertinent part “all repairs of internal installations within a unit serving such unit such as water, light . . . and all other accessories belonging to a unit . . . , shall be at the unit owner’s individual expense”; and

Whereas, The Board of Directors has determined that the accumulation of lint in dryer vents poses a significant risk of fire to the condominium, and that those conditions presently exist in dryer vents throughout the condominium; and

Whereas, the Board of Directors has determined that in order for a Unit Owner to keep his unit and its equipment, appliances and appurtenances in good order, condition and repair, those Unit Owners whose units have dryer vents should have those vents inspected and cleaned on a periodic basis and the Board of Directors has further determined that a failure to have such inspection/cleaning periodically performed increases the risk and probability of fire in the unit of origin as well as to other units and to the common elements; and,

Whereas, it is the opinion of the Board of Directors that the most efficient and effective method by which to ensure that such inspection/cleaning are performed is to require each Unit Owner whose unit has a dryer vent to have a periodic inspection (and any necessary cleaning revealed by such inspections) performed by an appropriate qualified contractor and to further require each affected Unit Owner to present proof of such inspections/work to the Association; and,

Whereas, it is the intent of the Board of Directors to establish by this Resolution the inspection and cleaning requirement set forth above as a rule/regulation of the Association, and to be binding and enforceable as such as to all Unit Owners of the Association;

Now, Therefore, Be It Hereby Resolved That the Board of Directors adopts the following regulations regarding the inspection and cleaning of dryer vents and the responsibility therefore:

A. The conditions of the dryer vents in the individual units present a fire hazard to the condominium. Fire obviously poses a potential threat to the safety of the unit owners and to the structural integrity and property value of the condominium. Accordingly, the **periodic inspection and cleaning** of each unit's dryer vent **shall be mandatory**.

B. A dryer vent inspection **must be conducted at least once in every 36-month period**. Proof of the inspection may be submitted to the Association (via its Community Manager) at any time. The Community Manager shall maintain the proof of inspection in the unit file of each unit. To be considered sufficient under this rule, proof of inspection must be an invoice (or copy thereof) on the billing form of an appropriate licensed contractor, clearly indicating the date and time on which the inspection was performed, the extent of the inspection, and defective conditions revealed by the inspection, any corrective work performed on such conditions, any routine maintenance work performed in conjunction with the inspection, any vent cleaning or flue cleaning performed by the contractor, and, finally, the name of the contractor's employee who performed the inspection and work.

C. Because the dryer vents in those individual units equipped with such are unit components, the costs of the inspection and cleaning performed attendant thereto shall be the responsibility of each Unit Owner.

D. Failure by any Unit Owner to comply with the 36-month inspection requirement

established by this Resolution shall be considered a violation of a rule/regulation of the Association and shall entitle the Association to take enforcement action pursuant to VA Code Section 55-79.80:2 (*Assessment of charges for violations. . . , etc.*)

E. If a fire originating in a unit's dryer vent results in property damage to other units or to the common elements, and if that unit has not been inspected as required by this Resolution within the 36-month period prior to the fire, the Board of Directors may deem all property damage resulting from the equipment failure to be attributable to Unit Owner negligence. Any insurance policy may be assessed against the unit of origin, and such assessment shall constitute a lien in favor of the Association and shall be collectible as an assessment against the unit and as a personal obligation of the Unit Owner.

F. Proof of inspection should be mailed to the following:

Hall Associates, Inc.
112 Kirk Ave.
Roanoke, VA 24014

G. This resolution shall be come effective on March 17, 2008

President

Vice President

Secretary

Treasurer

Director