

**HIGHPOINTE AT RIPPON LANDING CONDOMINIUM  
UNIT OWNERS' ASSOCIATION RESOLUTION NO. 2021- 1  
REGARDING DRYER VENT INSPECTION, MAINTENANCE,  
REPAIR, CLEANING AND ENFORCEMENT**

**WHEREAS**, Article 3, Section 3.1 of the Bylaws provides, in part, that the Board of Directors of Highpointe at Rippon Landing Condominium Unit Owners Association (“Association”) shall have all of the powers and duties necessary for the administration of the affairs of the Unit Owners Association and may do all such acts and things as are not by the Condominium Act or the condominium instruments required to be exercised and done by the Association; and,

**WHEREAS**, Article 3, Section 3.1 (6) of the Bylaws provides, that the Board of Directors of the Association shall adopt and amend any rules and regulations in accordance with Subsection 5.8(b); and,

**WHEREAS**, Article 9, Section 9.1 of the Bylaws provides that each unit owner shall be governed by, and shall comply with, all of the terms of the Condominium Act, condominium instruments and rules and regulations, as any of the same may be amended from time to time. In addition to remedies provided in the Condominium Act, a default by a unit owner shall entitle the Unit Owners Association, acting through its Board of Directors or through the managing agent the relief provided in Article 9 of the Bylaws.

**WHEREAS**, Article 9, Section 9.1(a) of the Bylaws provides that any costs, including without limitation legal fees, incurred as a result of a failure to comply with the Condominium Act, the condominium instruments and the rules and regulations by any unit owner (or any member of such unit owner’s household or such unit owner’s guests, invitees, tenants, agents or employees) may be assessed against such unit owner’s unit; and

**WHEREAS**, Article 9, Section 9.1 (b) of the Bylaws provides that in any proceeding arising out of any alleged default by a unit owner, the prevailing party shall be entitled to recover the costs of such proceeding and such reasonable attorney’s fees as may be determined by the court.

**WHEREAS**, Article 9, Section 9.1 (e) of the Bylaws provides that the violation of any of the rules and regulations adopted by the Board of Directors, the breach of any provision of the condominium instruments or the Condominium Act shall give the Board of Directors the right to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of such breach; and

**WHEREAS**, Article 9, Section 9.1 (f) of the Bylaws provides that failure to comply with any of the terms of the condominium instruments and the rules and regulations shall be grounds for relief, including without limitation, an action to recover any sums due for money damages, injunctive relief, and any other relief provided for in the Bylaws; and

**WHEREAS**, Article 5 Section 5.5 (c) (1) of the Bylaws provides that each unit owner shall keep the unit and its equipment, appliances and appurtenances in good order, condition and repair and in a clean and sanitary condition.

**WHEREAS**, Article 5, Section 5.5 (c) (2) of the Bylaws provides that the unit owner of a unit to which a limited common element balcony, patio, or storage space is appurtenant shall perform the normal maintenance for such limited common element, including keeping it in a clean and sanitary condition, ... and shall also make all repairs thereto caused or permitted by such unit owner's negligence, misuse, or neglect; and

**WHEREAS**, Article 5, Section 5.5 (d) of the Bylaws provides that all repairs and replacements shall be substantially similar to the original construction and installation and shall be of first-class quality.

**WHEREAS**, Article 5, Section 5.9 of the Bylaws provides that by acceptance of the deed of conveyance, each unit owner thereby grants a right of access to the unit, as provided by the Condominium Act and Section 4.2(a) of the Declaration, to the Board of Directors or the managing agent, or any other person authorized by the Board or the managing agent, or any group of the foregoing, for the purpose of enabling the exercise and discharge of their respective powers and responsibilities, including without limitation making inspections, correcting any condition originating in the unit or in a common elements, performing installations, alterations or repairs to the mechanical or electrical systems or the common elements in the unit or elsewhere in the property .... provided, however, that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the unit owner. In case of an emergency, such right of entry shall be immediate, whether or not the unit owner is present and;

**WHEREAS**, Article 9, Section 9.1 (e) of the Bylaws provides that the violation of any of the rules and regulations adopted by the Board of Directors, the breach of any provisions of the condominium instruments or the Condominium Act shall give the Board of Directors the right, in addition to any other rights set forth in these Bylaws: (i) to enter the unit in which, or as to which, such violation or breach exists and summarily to abate and remove, at the expense of the defaulting unit owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board of Directors shall not thereby be deemed guilty in any manner of trespass and (ii) to use self-help to remove or cure any violation of the condominium instruments or the rules and regulations on the common elements or in any unit; and

**WHEREAS**, Article 9, Section 9.1 (g) of the Bylaws provides that in accordance with the Condominium Act, the Board of Directors may levy reasonable charges against unit owners for violations of the Condominium Act, the condominium instruments or the rules and regulations by the unit owner, the members of such unit owner's household, or such unit owner's guests, invitees, tenants, agents, or employees.

WHEREAS, Va. Code Ann. § 55.1-1955A provides that except to the extent otherwise provided by the condominium instruments, all powers and responsibilities, including financial responsibility, with regard to maintenance, repair, renovation, restoration, and replacement of the condominium shall belong ... (ii) to the individual unit owner in the case of any unit or any part thereof ... Each unit owner shall afford to the other unit owners and to the unit owners' association and to any agents or employees of either such access through his unit as may be reasonably necessary to enable them to exercise and discharge their respective powers and responsibilities. But to the extent that damage is inflicted on the common elements or any unit through which access is taken, the unit owner causing the same, or the unit owners' association if it caused the same, shall be liable for the prompt repair thereof; and,

WHEREAS, the Board of Directors deems it to be in the best interest of the Association to promulgate rules and regulations regarding the Dryer Vent Inspection, Maintenance, Repair and Cleaning and to ensure public safety and the safety of the residents of the Community; and,

WHEREAS, properly inspecting, maintaining, and repairing the dryer vents reduces the risk of fires and for the health, safety, and welfare of all Unit Owners and residents, the Board of Directors hereby establishes Rules and Regulations governing the maintenance and cleaning of the dryer vents; and,

NOW, THEREFORE, BE IT RESOLVED THAT the following Rules and Regulations for the Dryer Vent Inspection, Maintenance, Repair and Cleaning and enforcement be adopted:

### **Dryer Vents**

1. Each Unit Owner shall arrange for the dryer vents and connections thereto, located inside the Unit and Outside of the Unit to be inspected, cleaned, and repaired, if necessary, by a professional duly licensed and insured contractor or duly licensed and insured vent cleaning company (hereinafter referred to as "Contractor") every **even** year by September 1 of that year.
2. Each Unit Owner shall provide to the Association's Managing Agent a written inspection and service report from the Contractor detailing and certifying that the dryer vents and the connections thereto were inspected, cleaned, from the inside and outside of the Unit, and that any necessary repairs were completed and that the dryer vents and connections thereto are in good working order and condition on or before the 1<sup>st</sup> day of September of each **even** numbered year.
3. Each Unit Owner will be responsible for the cost of the inspection, cleaning, and any necessary repairs to their dryer vents and connections thereto and for ensuring that said inspection, cleaning, and any necessary repairs take place in each **even** year.

## **Enforcement**

1. If the Association's Management Agent has not timely received the Dryer Vent Safety Service Information Report, the written dryer vent inspection and service report from the Contractor, the Association's Management Agent shall:
  - a. Send a written 1<sup>st</sup> Notice of Violation to the Unit Owner requesting that the Unit Owner correct the violation by providing the Dryer Vent Safety Service Information Report, the written dryer vent inspection and service report from the Contractor within thirty (30) days of the date of the written 1st Notice of Violation.
  - b. Send a written Hearing Notice of Violation to the Unit Owner by certified mail, return receipt requested, informing the Unit Owner that the Unit Owner has not come into compliance as requested in the 1st written Notice of Violation, that the Unit Owner may request a hearing in accordance with VA Code Ann. §55.1-1959C and be represented by counsel at the hearing, that the Association, in accordance with Article 9, Section 9.1 (e) and (f) of the Bylaws and VA Code Ann. § 55.1-1959, after hearing will file an action for damages and injunctive relief, which damages shall be treated as an assessment against such unit owner's condominium unit for the purpose of § 55.1-1833 pursuant to Va. Code Ann. § 55.1-1959, that the Association may enter the Unit to abate the violation In accordance with Article 5, Section 5.9 of the Bylaws, Article 9, Section 9.1 (e) of the Bylaws and provided by Section 55.1-1955A of the Condominium Act and that the Association or its delegate may enter the Unit in connection with any repairs, maintenance for which any Unit Owner is responsible and assess the costs of the inspection and any necessary cleaning, repairs and /or replacements to the Unit Owner.
2. If the Unit Owner fails to correct the violation and fails to request a hearing, the Association may:
  - a. In accordance with Article 5, Section 5.9 of the Bylaws, Article 9, Section 9.1 (e) of the Bylaws and as provided by Section 55.1-1955A of the Condominium Act, the Association or its delegate, may enter any Unit when necessary, in connection with any repairs, maintenance for which any Unit Owner is responsible and assess the costs of the inspection and any necessary cleaning, repairs and /or replacements to the Unit Owner.
  - b. File suit to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity the continuance of any such breach, recovery of damages, recovery of attorney's fees and costs in accordance with Article 9, Section 9.1 (b) of the Bylaws, and such other relief as may be awarded by the court.
  - c. Take any action permitted to be taken by the Association in accordance with the Governing Documents, and the Condominium Act.

- d. The remedies set forth above are not the Association’s exclusive remedies for violations of this Policy Resolution, but rather are in addition to any other remedies available to the Association as provided by law or the Governing Documents.

NOW THEREFORE BE IT RESOLVED that the Board of Directors hereby approves, confirms, and adopts the Rules and Regulations for Dryer Vent Inspection, Maintenance and Repair, Cleaning, and enforcement procedures.

BE IT FURTHER RESOLVED THAT all prior Resolutions, Rules, and/or Regulations regarding the Dryer Vent Inspection, Maintenance and Repair, Cleaning and enforcement procedures are null, void, and superseded by this Resolution.

BE IT FURTHER RESOLVED THAT a copy of this resolution shall be sent to all Members and Unit Owners at the address of their respective Units unless the member has provided to the Association an address other than the address of the member's lot addresses.

This resolution was adopted by the Board of Directors on July 28, 2021 and shall be effective on Jan 1, 2022.

HIGHPOINTE AT RIPPON LANDING CONDOMINIUM  
UNIT OWNERS’ ASSOCIATION

By: \_\_\_\_\_  
President

By: \_\_\_\_\_  
Secretary

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REGARDING DRYER VENT INSPECTION, MAINTENANCE,  
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**POLICY RESOLUTION NO. 2021- 1**

**RESOLUTION ACTION RECORD**

Duly adopted at a meeting of the Board of Directors held on July 28, 2021

Motion by: Elizabeth Lockard

Seconded by: Fola Parrish

VOTE:	YES	NO	ABSTAIN	ABSENT
Director, President	_____	_____	_____	_____
Director, Treasurer	_____	_____	_____	_____
Director, Secretary	_____	_____	_____	_____
Director	_____	_____	_____	_____

ATTEST:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Date

Resolution Effective: January 1, 2022