

# **RULES AND REGULATIONS VASSAR SQUARE CONDOMINIUM**

The following Rules and Regulations are hereby adopted by the Board of Trustees of Vassar Square Condominium Association, (hereinafter referred to as the Board) on March 18, 2017 amending the revised Rules and Regulations dated April 2009 for the well-being of Unit Owners, Lessees, and Guests and for the proper maintenance, use and preservation of the facilities of Vassar Square Condominium.

## **1. USE OF BUILDING FACILITIES:**

### **A. PARTY ROOM**

The Party Room and its adjacent outside terrace located on the roof level may be used on a private basis by a Unit Owner, upon prior authorization by the Board, or its Agent, subject to the following Party Room rules and regulations as may be amended or changed by the Board from time to time.

1. It is the intention of the Association that the Party Room not be used for commercial, political, or private money-making activities.
2. The Unit Owner contracting the room is responsible for packaging of debris and trash and leaving all facilities as they were found.
3. Anyone renting the Party Room must secure any permits required by the local municipality.
4. Legal responsibility for behavior and actions of guests rests with the contracting Unit Owner or Lessee. The Association has no liability for any form of damage which may occur as a result of the rental of Party Room. At least one responsible adult must be present at all times.
5. A non-refundable fee in an amount as determined by the Board, from time to time, must be received in advance to reserve the room, cover any exclusive use of the room, and general clean up. No charge will be made unless exclusive use of the room is desired.
6. An additional deposit, in an amount determined by the Board, is required to cover any potential damages to the room incurred by the Unit Owner, lessee, or guests. The deposit is refundable upon the Manager's (or designee's) satisfactory inspection of the room following the event.

## **A. WASHERS-DRYERS**

1. All Unit Owners, Lessees or other occupants using the washers and dryers shall clean the filters after each use.
2. Washers and dryers may not be attached to the common elements, specifically drainage pipes and air vents.
3. Do not put wet sandy items into washers. Air dry them first, shake sand from them, and then place in washer.
4. Do not use dryers to remove sand from wet clothing or beach items.

## **B. CONTRACTORS**

1. It is important that Unit Owners, as well as their contractors, understand the procedure. The Master Deed of the Vassar Square Condominium Association requires that any remodeling work to be done in any unit must be approved by Management prior to work being started. A written description of the work (using Vassar Owner's Authorization Form and Contractor's Form) to be done accompanied by drawings must be submitted to the Manager. After prompt review, the Unit Owner will be notified by the Manager as to the approval or disapproval. If disapproved, the notification will advise for what reason.
2. If required by Ventnor City, a Building Permit must be obtained and the yellow card Building Permit must be turned into the front desk for display.
3. All contractors must be registered with the State of New Jersey, Division of Consumer Affairs, and maintain at least \$500,000.00 liability insurance.
4. All contractors must have their respective insurance agencies fax, or mail a current insurance certificate showing not only the contractor's liability coverage, but also their workers compensation coverage. This certificate must show Vassar Square Condominium Association as an additional insured. This certificate must be received before the contractor will be allowed access to the building.
5. Any contractor working in the building, whether requiring unit keys from the front desk or not, must report to the front desk on the first floor upon arrival at the building, and again when leaving. All keys obtained from the front desk must be returned whenever the contractor leaves the building.
6. No work prior to 8:00 am or after 5:00 pm, Monday through Friday from September 16<sup>th</sup> to May 14<sup>th</sup>. Summer hours May 15<sup>th</sup> to September 15<sup>th</sup> are from 9:00 am to 4:00 pm, Tuesday, Wednesday, and Thursday only. No work is permitted on holidays and weekends.
7. Contractors are not permitted to park on Vassar property.
8. No construction debris is to be placed down the trash chute. The trash rooms and dumpsters are not to be used by contractors.
9. No work is to take place in the hallways; all work is to be performed within the unit.
10. If at any time a contractor needs to use the trash lift, the contractor must notify the front desk and a Vassar employee will operate it.
11. All contractors must use the service elevator, the one with the pads, for transportation of any materials—both in and out of the building. Depending on elevator traffic on any given day, the

front desk may lock out the elevator for the contractor's exclusive use, for a short period of time.

12. In order to protect hallway carpeting and elevator lobby tiles, any contractor bringing materials in or debris out of the building must protect the carpeting with clean plastic sheeting or clean tarps. When laid down it is important that this temporary covering not restrict entrance or exit from other units on the floor, or cause a tripping hazard.
13. Contractors must close the Jackson Avenue door to the loading dock each time entering or exiting the building.
14. If a contractor is using any type of plumbing torch or a heat source, the contractor must supply its own Fire Extinguisher and have it on-hand at all times. (Do not use hallway extinguishers.) All contractors must fill out a hot work permit, which can be obtained at the office.
15. Contractors are not to use the laundry tub in the laundry rooms.

### **C. PROPER ATTIRE**

All persons shall be properly attired at all times in the interior common areas and elevators (except the service elevator). Proper attire includes dry, sand-free clothing and footwear such as, a shirt or top with shorts or pants, or a beach cover-up robe. Bathing suits without cover ups are not permitted.

Although wet footwear and bathing suits are permitted when entering/exiting the Jackson Avenue door, the pool, and the service elevator, residents and guests are asked to make every effort to dry off and remove excess sand and water before entering the building. POOL

Unit owners, family members, guests, and Lessees shall be permitted to use the swimming pool facilities pursuant to the swimming pool Rules and Regulations which shall be promulgated from time to time by the Board and be posted in the pool area. All Unit Owners and/or Lessees shall be responsible for any damage caused by them or their guests using the pool and they shall pay all costs resulting therefrom.

### **D. ROOF LEVEL AGE RESTRICTIONS**

Except for the Exercise Room Rules as set forth below, children less than thirteen (13) years of age shall not use the roof level facilities unless accompanied by an adult.

### **E. EXERCISE ROOM**

1. Exercise Room use is for Unit Owners, Lessees, and guests only.
2. Hours of operation, as posted on the Exercise Room door, must be observed by all.
3. Anyone under eighteen (18) years of age is not permitted in the exercise room at any time.

4. All persons using the Exercise Room do so at their own risk and sole responsibility. Vassar Square Condominium accepts no liability for injury, death or any loss associated with the use of the Exercise Room facilities, e.g., articles of clothing, valuables, or other.
5. Abuse of equipment is not allowed.
6. Smoking is not allowed.
7. Absolutely no glass containers or food is allowed in the Exercise Room.
8. No bathing suits are allowed in the Exercise Room. Shirts and rubber-soled shoes must be worn at all times.
9. Persons using the equipment should wipe the equipment after each use.
10. Exercise Room door must be closed at all times.
11. Do not drop equipment or cause excessive noise when using equipment.

The Exercise Room is monitored and any infractions of these Rules will cause the loss of privilege to use the Exercise Room.

## **F. UNOCCUPIED UNIT**

Unit Owners leaving a unit unoccupied for a period of seven (7) days or more shall notify the Manager of the same, how they may be reached in an emergency, and the estimated date of their return.

## **G. NOTICE OF MEETING**

Notices of meetings of the Board and association activities shall be posted in elevators.

## **H. RULES**

All rules, mandates, and directions shall emanate from the Board and/or the duly authorized Condominium Management.

## **I. IN CASE OF EMERGENCY**

All Unit Owners and/or Lessees shall provide the Manager with the name, address, and telephone number of the person who may be notified in case of emergency.

## **J. ENTRY OF UNIT**

The Manager is authorized to enter any unit in Vassar Square, if vacant or unoccupied in case of an apparent emergency, without permission of the Unit Owner. The Manager shall however, make a written report immediately after entry detailing the time, date, and reason for such entry, and leave a copy of such report in the kitchen of the unit.

## **K. UNIT KEYS**

All Unit Owners and/or Lessees shall deliver to the Manager a set of keys to their respective units. The keys shall be kept in a locked metal cabinet under the control of the Manager for use only in cases of emergency or apparent emergency or by direction of the Unit Owner and/or his Lessee. No keys to units will be released by the Association without written authorization on the form supplied by the Association, except in the case of emergency.

## **L. USE OF LUGGAGE RACKS AND CARTS**

Luggage racks and carts are available in the front lobby area for the use of Unit Owners, Lessees, and guests. After such use they are to be returned to the lobby area within 15 minutes where they were obtained. Under no circumstances should carts be put in elevators without being accompanied by a person.

## **M. SMOKING (As set forth in By-Laws, Article IX, 5)**

Smoking is prohibited at any time in all common and limited areas and individual units except, however, unit owners as of the date of this meeting (July 9, 2017) and their visiting guests shall be permitted to smoke on their individual balconies attached to the unit provided the balcony door to the unit is closed and the smoke does not intrude onto the common area or any other balconies or units.

## **2. RESTRICITIONS UPON USE**

No Unit Owner, Lessee or other occupant of a condominium unit shall:

- a. Use the unit for other than family residence purposes.
- b. Paint or otherwise change appearance of any exterior wall, door, window, patio, balcony or any exterior surfaces; place any draperies or curtains at the windows of any unit without a solid, light color liner, acceptable in color to the Board, facing the exterior of the units; tint, color, or otherwise treat or apply anything to any window which will adversely affect the uniform exterior appearance of the building in the opinion of the Board; plant any planting outside of a unit; erect any exterior lights or signs; place any signs or symbols in windows; erect or attach any structures or fixtures within the common elements without the prior written consent of the Board.
- c. Make any structural additions or alterations (except the erection or removal of non-support carrying interior partitions wholly within the unit) to any unit or to the common elements; fasten light fixtures, shelving, pictures, mirrors, object d'art, curtain rods and similar household items to the walls or ceiling of a unit unless they may be removed, without the prior written consent of the Board.

- d. Permit loud and objectionable noises or obnoxious odors to emanate from the unit, or play any organ or electronically amplified musical instruments or devices, which may cause a nuisance to the occupants of other units, in the sole opinion of the Board.
- e. Make any use of a unit which violates any laws, ordinances, or regulations of any governmental body.
- f. Fail to conform to and abide by the Master Deed, By-Laws, and the Rules and Regulations in regard to the use of the units and common elements which may be adopted from time to time by the Board or fail to allow the Board or its designated agent to enter the unit at any reasonable time to determine compliance with the Condominium Act, Master Deed, the By-Laws, and/or the Rules and Regulations of the Association.
- g. Erect, construct or maintain any wire, antennas, garbage or refuse receptacles, or other equipment or structures on the exterior of the building, including balconies, or on or in any of the common elements, without the prior written consent of the Board.
- h. Permit or suffer anything to be done or kept in a unit or in the common elements which will increase insurance rates on any unit or on the common elements.
- i. Commit or permit any nuisance, immoral, or illegal act to be committed in a unit or in or on the common elements.
- j. Divide or subdivide a unit for purpose of sale or lease, except to the owner of an adjacent unit, provided however that said unit combined with an adjacent unit shall be occupied as one single living unit, without the prior written consent of the Board.
- k. Obstruct the common way of ingress or egress to the other units or to the common elements.
- l. Hang any laundry, garments or other unsightly objects which are visible outside of the unit.
- m. Allow anything to remain in the hallways or other common areas of travel.
- n. Allow any rubbish, refuse, garbage or trash to accumulate in places other than the receptacles provided therefore, and each unit and the common elements shall at all times be kept in a clean and sanitary condition. Garbage shall be disposed of through the kitchen garbage disposal in so far as possible and bottles, cans, newspapers, and plastics shall be placed in the proper recycle bins locate in each trash room. The remainder shall be placed in water-proof bags or similar containers before being placed in the trash chute. Loose trash may not be thrown down the trash chute.
- o. Allow any fire or health hazard to exist.
- p. Make use of the common elements in such a manner as to abridge the rights of the other Unit Owners in their use and enjoyment.
- q. Allow or permit a minor to regularly occupy a unit, except as a guest of the Unit Owner or Lessee, without the supervision of an adult living in the same unit.
- r. Permit any patio or terrace to be used for cooking purposes or for the housing of pets or the storage of bicycles, refrigerators or other personal property of any kind excluding usual porch furniture. The Unit Owner shall keep the patio or terrace free from all rubbish, dirt, and debris or wind-blown materials.

- s. Keep any furniture which contains water or other fluid, including but not limited to “water beds”, in any unit.
- t. Permit children to play in the public halls, stairways, or elevators.
- u. Permit the persons who regularly live in a unit to exceed the following number, without the prior approval of the Board.
  - a. Efficiency.....2 persons
  - b. One Bedroom.....3 persons
  - c. Two Bedrooms.....4 persons
  - d. Three Bedrooms.....6 persons
- v. Attach washers and/or dryers to common elements, specifically the drainage pipes and air vents.

### 3. LEASING OF UNITS

In order to preserve the high quality of Vassar Square as a Condominium, and to prevent and discourage it from becoming a lodging facility for transient guests, the following Rules and Regulations concerning the rental of condominium units must be observed:

- a. Unit Owners wishing to lease their unit must be current on all condominium fees, assessments, and any other charges approved by the Board.
- b. No unit shall be leased for a period of less than three (3) consecutive months nor shall less than an entire unit be leased.
- c. Regardless of the term of the lease, no Unit Owner shall be permitted to lease a unit more than one (1) time in any consecutive twelve (12) month period.
- d. No unit shall be leased without the submission to the Board of all information concerning said lease on forms provided by the Association and accompanied by a copy of the proposed lease and a non-refundable processing and investigation fee in an amount as shall be determined by the Board from time to time (currently \$250.00 per new lease).
- e. Upon receipt of the completed Information Forms, proposed lease, and appropriate fee, the Board or its designated agent(s) shall schedule an interview with the prospective Lessee(s) for the purpose of acquainting the new Lessee(s) with the Association’s By-Laws and Rules and Regulations. The scheduling of the said interview shall be made by contacting the Manager’s office and said interview shall be held within twenty (20) days thereafter. No telephone interviews shall be permitted and all the new occupants-to-be must meet with the Board or its designated agent(s) at the scheduled interview. Every unit lease must have a current Vassar approved, fully executed lease on file in the management office prior to the onset of the lease and throughout the duration of the lease, including any lease extensions.
- f. Lease extension requests must include all completed Vassar required forms, specify the new lease dates requested, and be approved by the Board or its designated agent(s) in writing. Requests for lease extension must be received by the management office 30 days prior to the expiration of the then current lease.

- g. Upon approval of the occupation of the premises by the Lessee, said Lessee shall acknowledge in writing that said Lessee has been provided with a copy of the By-Laws and Rules and Regulations, has read the same and agrees to abide by them. Further, the Lessee shall deposit as security to the Association a refundable check in an amount as determined by the Board from time to time (currently \$500.00), that shall be used to defray the costs of any damages to the common elements caused by the Lessee, his or her children and/or guests, the balance thereof, if any, the Lessee may request the return of, 30 days after the conclusion of the lease.
- h. Unit owners who lease their unit will not be entitled to the use of Vassar Square Condominium amenities during the leased period. This includes, but is not limited to: the pool, exercise room, party room, roof deck, parking, bike room, beach chair storage. A storage unit, if assigned and paid for, may be retained by the owner during the rental period. Exceptions to forgoing use of amenities include: A) if a Unit Owner has two or more units and retains one unit as its residence; B) if an owner leases his only unit, but simultaneously leases another unit in the building.
- i. No Lessee shall be elected or appointed to any Association committee, or act as an officer of the Association or member of the Board, or have any voice in managing the affairs of Vassar Square.
- j. If a realtor is to be permitted to show a unit in the Unit Owner's absence, an Authorization for Entry form must be completed and on file in the Association office.

#### **4. SALE OF UNITS**

If a realtor is to be permitted to show a unit in the Unit Owner's absence, an Authorization for Entry form must be completed and on file in the Association office. The following rules shall be applicable for the sale of any unit and must be followed by the Unit Owner and proposed purchaser.

- a. No unit shall be sold without the submission to the Board, or its designated agent, all information concerning said intended sale on forms provided by the Association, not less than seven (7) days prior to the owner's intent to list or put the unit up for sale.
- b. Upon receipt of the completed Information Form, Agreement of Sale, a non-refundable application and investigation fee in an amount as shall be determined by the Board from time to time, (currently \$250.00) the Board or its designated agent(s) shall schedule an interview with the prospective purchaser(s) for the purpose of acquainting the new purchaser(s) with the Association's Rules, Regulations, and By-Laws. The scheduling of said interview shall be made by contacting the Manager's office and the interview shall be held within ten (10) days thereafter. No telephone interviews shall be permitted and all the new occupants-to-be must meet with the Board or its agent(s) at the scheduled interview.
- c. No unit shall be occupied by a proposed purchaser or other occupant without prior submission of the aforesaid Information Forms, Agreement of Sale, appropriate fee, attendance at the interview, and written acknowledgement by the proposed purchaser or occupant acknowledging in writing that said purchaser or occupant has been provided with



a copy of the Rules and Regulations and By-Laws, has read the same and agrees to abide by them.

## **5. MOVING IN OR OUT OF VASSAR SQUARE, INCLUDING DELIVERIES OF FURNITURE, APPLIANCES, AND OTHER LARGE ITEMS**

- a. Moving in or out of Vassar Square Condominium and having deliveries of furniture, appliances, and other large items must be done between the hours of 8:00 am and 5:00 pm, Monday through Friday, except from May 15<sup>th</sup> to September 15<sup>th</sup>. Between May 15<sup>th</sup> and September 15<sup>th</sup> moves are limited to Tuesdays, Wednesdays, Thursdays, between the hours of 9:00 am and 4:00 pm. No moving shall be permitted on a holiday or on a Saturday or Sunday, unless authorized by Management.
- b. All moves and deliveries as stated above and use of the freight elevator must be prearranged with the Management office and Front Desk at least 48 hours in advance and approval shall be subject to availability. The service elevator is the only elevator to be used for these intended purposes.
- c. Anyone moving in or out or having deliveries as stated above must supply Vassar Square with a certificate of liability and workers compensation insurance naming Vassar Square Condominium Association as the insured prior to the move taking place. Moving companies or delivery companies without insurance will not be permitted in the building.
- d. All movers must first place a covering around the elevator walls and floors before moving any furniture or other personal property in or out of Vassar Square. Movers must also place matting or other coverings on the carpets and/or flooring of the common elements used in connection with the move so that no damage will be caused thereto.
- e. The Unit Owner and/or the mover shall at all times be responsible for damage caused to any and all common elements during the process of moving and each of them shall jointly and severally assume all of the risks and damages caused thereby.

## **6. PARKING**

- a. Two types of parking service shall be available to Unit Owners, consisting of “indoor” and “outdoor” parking. At the present time there is insufficient parking area to assign one designated car space for each unit.
- b. All Unit Owners are required to utilize “valet” parking, whether the parking be indoor or outdoor.
- c. Unit Owners who desire to avail themselves of “indoor” parking services shall make a request to the Manager on written forms for that purpose, which shall be available at an additional annual charge for the privilege, said charge to be determined from time to time by the Board. In the event that such requests exceed available “indoor” parking spaces, the Manager shall then make such assignments by the promulgation of a “reasonable classification” among Unit Owners to determine priority.

- d. Valets are prohibited from parking cars for Unit Owners in places other than either the garage or the parking lots.
- e. No Unit Owner shall rent the parking privileges of any other Unit Owner.
- f. The Board shall issue a "Vassar Square" parking decal or other identification for each registered car of a Unit Owner (whether for parking in the garage or on a lot). Only properly registered cars may be parked.
- g. All parking spaces shall be limited to passenger vehicles only, no commercial trucks, vans, trailers, campers, recreation vehicles (RV), tractors, or boats may be parked on Vassar Square property.
- h. A Unit Owner or guest may not order his or her vehicle by telephone.
- i. No person shall be permitted, allowed or authorized to place "for sale" or other signs on any vehicle parked on the property of Vassar Square.
- j. If a Unit Owner leases a unit, the Unit Owner shall not be entitled to exercise a parking privilege during the term of the Lease.
- k. Season Lessees may have parking privileges provided the space is available at a charge to be determined by the Board.
- l. If a Unit Owner has a second car he shall be charged a parking fee as determined by the Board, if space is available.
- m. The Association shall not be responsible for any car damaged while being parked by a Condominium employee or while parked; nor shall it be responsible for fire, theft, or vandalism.

## GUEST PARKING

- a. Guest parking will be available every day including holidays.
- b. There will be 22 overnight guest parking spots on weekends and holidays from Memorial Day to Labor Day and no guest restrictions during the remainder of the year.
- c. Maximum of one (1) overnight guest parking reservation per unit. Unit Owners/Tenants are not permitted to use weekend parking privileges for their own personal use. Guest Parking is made available solely for use of weekend guests.
- d. Reservations for guest parking for weekends can be made by contacting the Front Desk by telephone only on Wednesday of each week between 8:00 am and 4:00 pm with a three (3) day maximum stay.
- e. A "waiting list" will be implemented in the event a reservation is cancelled or a guest parking space opens up. The next person will be contacted.
- f. During the week overnight parking will be given to Unit Owner's guests, but the vehicles must be out no later than Friday noon, unless prior reservations have been made for the weekend in accordance with these Rules.
- g. On weekends, every effort will be made to accommodate "Non-Overnight Guest Parking" (4 hour maximum stay), but will require prior notification from the Unit Owner and shall be subject to availability, as determined by Management based

on unsafe or overcrowded conditions. Residents shall be permitted to obtain only one (1) non-overnight guest parking in any one (1) four (4) hour period. This privilege shall be extended regardless if that resident currently holds an overnight reservation.

- h. There will be “no fee” charged for guest parking.
- i. To reserve guest parking the Unit Owner must have paid the annual parking fee to the Vassar office.
- j. A Unit Owner may allow another Unit Owner to occupy their space when the Unit Owner is not on the premises. Notification must be given to the Front Desk at least 24 hours in advance between 8:00 am and 4:00 pm. This notification must come from the Unit Owner who is giving the space up.
- k. If a guest space is reserved by a Unit Owner and it must be cancelled, notification must be given to the Front Desk as soon as possible in order to allow Management time to reassign the reserved guest space. If such notification is not given, guest parking privileges shall be denied to said Unit Owner for the ensuing next three (3) weeks. Thereafter, in the event of a second violation the Unit Owner shall lose guest parking privileges for the remainder of the then current summer season.
- l. The Board reserves the right to enforce these parking Rules and Regulations by towing vehicles violating the same out of prohibited areas, and all costs and charges to be the responsibility of the violator.

## 7. ELEVATORS

Vassar Square is equipped with three passenger elevators and a service elevator. Only the service elevator shall be used for the following:

- a. To transport furniture or other bulky items, including move-in and move-out.
- b. For all bathers going to and from the pool or the beach.
- c. Bicycles, motor-peds, or motorcycles shall **not** be permitted in the elevators.

Elevator three (3) may be used to transport items using the large luggage racks. The small carts may be used on all elevators.

## 8. STORAGE LOCKERS

Subject to availability, one storage locker located in the storage rooms, shall be provided for each condominium unit.

- a. Each storage locker assigned to a unit shall be appropriately marked on the locker itself, and a master list shall be prepared and available in the office of the Manager setting forth the following:
  - i. The name of the Unit Owner
  - ii. The number of the condominium unit
  - iii. The location of each unit’s storage locker

- b. Unit Owners shall not use any storage locker other than the one assigned to the unit and upon sale of that unit, the storage lockers shall be surrendered to the Association.
- c. Paints, gasoline, kerosene, turpentine, or any other flammable, corrosive or explosive product shall not be kept in any storage locker.
- d. No furniture or any other item of personal property shall be permitted to be stored in the walkways of the storage rooms.
- e. If available, the annual storage fee, an amount which is established by the Board from time to time, must be paid in full when billed for the Unit Owner to maintain access and use of said storage locker. Paid storage lockers are assigned by management.

## 9. ANIMALS

No Unit Owner or resident shall keep, maintain, harbor, breed, or raise an animal, livestock or poultry of any kind in any unit or in the common areas of the Association. This provision shall not apply to service or assistance animals under the Federal Americans with Disabilities Act, the Federal Fair Housing Act or any analogous State of New Jersey or Federal Regulation. Service or assistance animals will be permitted subject to the following:

- a. Any Unit Owner/Resident with a disability that substantially limits one or more major life activities requesting permission to maintain a service or assistance animal in his/her unit or in the common area of Vassar Square Condominium must first complete the "Application to Request a Service or Assistance Animal" furnished by the Management office and submit the same to the Management office for review by the Association.
- b. Proper certification from the Unit Owner's/Resident's licensed, treating health or social service professional for the need of the Unit Owner/Resident for the service or assistance animal must be submitted to the Management office of the Association with the completed Application.
- c. Subject to the provisions above:
  - i. All service or assistance animals owned, maintained or harbored by a Unit Owner or Resident are to be kept under the strict control of the owner and shall be restrained on a leash not to exceed a length that will permit such control or carried at all times when in the common areas of the Condominium. Retractable leashes are not allowed to be used on the condominium premises at any time.
  - ii. No service or assistance animal shall be permitted to wet, mess upon or otherwise damage any part of the property belonging to the Association or its common elements, including rugs, carpeting, flooring, sidewalks, or grounds. Responsibility for any damage caused by the service or assistance animal shall be the obligation of and paid for by the Unit Owner, and the cost of those damages shall include the cost of cleaning and/or replacement of rugs, carpeting, etc. All Unit Owners will be responsible for any damage caused by their own service or assistance animals, or that of their resident or guest. The Unit Owner will have ten days (10) from the presentment of a bill from the Association to make payment of the costs incurred

for the cleanup or damage. If the Unit Owner does not pay the amount stated within the ten day (10) period, the Association is authorized to place a lien on the Unit, which may include costs and reasonable attorney fees. The Association reserves to itself the right to pursue such further action as it deems reasonable and proper.

- iii. Unit Owner or Resident agrees to indemnify and hold the Association, its Trustees, Officers, Unit Owners/Residents, employees and guests harmless from any and all injuries resulting from or caused by the service or assistance animal, including reasonable legal fees and costs.
- iv. The Unit Owner or Resident shall not permit the service or assistance animal to cause damage, discomfort, annoyance, nuisance, or in any way to inconvenience any other Unit Owner or Resident. If, in the judgment of the Association, the service or assistance animal does so, the Unit Owner or Resident agrees immediately to meet with representatives of the Association to discuss taking the necessary remedial action to resolve said problem. If the problem cannot be resolved, the Association may withdraw the previously granted consent to house the said service or assistance animal.
- d. The service or assistance animal of a Unit Owner or Resident shall use the service elevator only, unless the service elevator is not operational. All service or assistance animals will utilize the Jackson Avenue entrance for all ingress and egress to the Condominium. The only exception to this requirement is when utilizing the valet services, at which time the service or assistance animal will be allowed to cross the lobby of the Condominium, on the required leash or carried, to access the service elevator. All service or assistance animals are to be taken off the Association premises to be curbed.
- e. Service or assistance animals may not be replaced nor additional service or assistance animals be added to the Unit without prior notification and approval from the Association.

**10. BICYCLES**

Bicycle rooms will be provided in the ground floor garage. Each Unit Owner shall be supplied with a key to these rooms, which shall otherwise be kept locked at all times.

- a. All bicycles are to be stored only in the designated Bicycle Rooms.
- b. Bicycles shall not be permitted in the lobby area, in any elevator, or in halls or fire towers.
- c. The Association shall not be responsible for any bicycles damaged or stolen.
- d. All bicycles and bicycle extensions must be registered with Management and paid annually. An identifying sticker must be affixed to each bicycle frame and extension showing the unit number and fee year. The amount of the fee shall be determined by the Board for each bicycle and extension. Unregistered bicycles and/or extensions will be removed from the bike rooms.
- e. No Unit Owner, tenant, or other occupant of a unit shall be permitted to place bicycles in the bicycle room to exceed the following number, without the prior written approval of the Manager.
  - i. Efficiency and one bedroom units...two (2) bicycles
  - ii. Two bedroom units.....four (4) bicycles
  - iii. Three bedroom units.....six (6) bicycles
- f. The definition of bicycles shall include a moped. However, such power driven mopeds shall be walked in and out of the bicycle room through the garage to the street.
- g. Bicycles shall not be stored in such a way as to obstruct the pathway of others.
- h. Bicycle extensions (carts, child carriers, etc.) must be registered and stored separately in a designated bicycle slot. Bicycle extensions are not to obstruct pathways in the bicycle rooms.

**11. BEACH FACILITIES**

- 1. No beach chairs or umbrellas shall be provided for Unit Owners.
- 2. Chairs and umbrellas will be supplied for the pool area.
- 3. A beach service may, at the discretion of the Board, be made available for the handling of Unit Owners’ beach chairs and umbrellas, at an annual charge to be determined by the Board.
- 4. The Association shall not be responsible for any beach chairs or umbrellas damaged or stolen.

**12. ASSESSMENT OF LATE CHARGES**

All Unit Owners shall pay the monthly installments of the annual assessments by the fifteenth (15) day of each month. A late charge in an amount determined by the Board

from time to time shall be assessed against Unit Owners for all late monthly installment payments.

**13. UNIT OWNER ACCOUNTABILITY (As set forth in By-Laws; Article VIII)**

Each Unit Owner shall be held accountable for any violation of these Rules and Regulations by the family members, guests, tenants, agents, or employees of the Unit Owner. Fines of \$50.00 may be levied against members for violation(s) of any rule or regulation or use restrictions. Each violation that continues after notice shall be considered a separate violation.

**14. RECOMMENDATIONS/GRIEVANCES**

- a) Any recommendations or grievances regarding the maintenance and condition of the common elements or the actions of the Board or its officers, agents, employees, or independent contractors, or of any other Unit Owner, or any member of his/her family, guests, tenants, employees or independent contractors shall be made in writing to the Board or its agent(s).
- b) The Board on behalf of the Association has adopted on 12/03/2011 a Resolution forming an ADR (Alternate Dispute Resolution) Committee, dealing with housing related disputes between Unit Owners and the Association and between other Unit Owners. Anyone seeking redress pursuant to the ADR should communicate with the Manger of the Association to determine the appropriate procedure.

**15. INDEMNITY**

In the event that any Unit Owner retains or otherwise uses the services of any personnel of the Association for any private purpose unrelated to the business of the Association, then such Unit Owner shall first execute an indemnity agreement with the Association on such form or forms as may be provided by the Association, and whether or not such Unit Owner does execute such form, such Unit Owner shall be deemed to indemnify, defend and save the Association harmless from and against all claims, causes of actions, suits, arbitration proceedings, debts, dues, accounts, bonds, conveyances, contracts, agreements, judgments, claims, counterclaims, liabilities, and/or demands whatsoever, including reasonable attorney's fees, in law or in equity, that any party may have, now or in the future, arising out of such Unit Owner's hiring of Association personnel for private purposes for such Unit Owner, and the performance of work or service by such personnel for such Unit Owner.

## **16. NOMINATION TO THE BOARD OF TRUSTEES**

Any eligible individual seeking nomination as a trustee at an annual meeting will be required to submit their name and if so desired their resume to the Secretary of the Association in the office of the Association's General Manager not less than twenty one (21) days prior to the date of such annual meeting. All such names and resumes if submitted shall be distributed to all unit owners by the Association not less than fourteen (14) days prior to the annual meeting. Notice will also include a proxy giving the Secretary the obligation to vote on their behalf as they have indicated on the proxy. Only candidates who have filed their request to run for the Board in the required time set forth in the Vassar Square Condominium Association Rules and Regulations (stated above) shall be eligible for election.

## **17. EFFECTIVE DATE AND AMENDMENT**

The foregoing Rules and Regulations are subject to amendment and to the promulgation of further Rules and Regulations in the manner provided in the By-Laws of the Vassar Square Condominium and shall become effective after approval by the Board of Trustees.