



## **RULES & REGULATIONS OF** **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 May 7, 2020, amending the revised rules and regulations dated April 2009 for the wellbeing of Unit Owners and Lessees 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 is not used for commercial, political, or private money-making activities.
2. The Unit Owner contracting the room is responsible for packaging 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 guest's rests with the contracting Unit Owner or Lessee. The Association has no liability for any form of damage which may occur because of the rental of the Party Room. At least one responsible adult must always be present.
5. A non-refundable fee in an amount as determined by the Board, from time to time, must be received in advance to cover any exclusive use of the room and clean up.

#### **(B) WASHERS – DRYERS**

All Unit Owners, Lessees or other occupants using the washers and dryers shall clean the filters after each use.

Washers and dryers may not be attached to our common elements specifically, drainage pipes and air vents.



**(C) CONTRACTORS RULES**

1. It is important that Unit Owners, as well as their contractors, understand the procedures. 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 our Owner's Authorization Form and Contractor's Form) to be done accompanied by drawings must be submitted to the Manager. After prompt review, the Manager will notify the Unit Owner 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 in at 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 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 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 Security or not, must report to the Security desk on the first floor on arrival at the building, and again when leaving. All keys obtained from Security must be returned anytime the contractor leaves the building.
6. No work prior to 8 a.m. or after 5 p.m. 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 a.m. to 4 p.m. 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 in the unit. At no time should the hallways be used to store or stack material or trash.
10. If at any time a contractor needs to use the trash lift, the contractor must notify the Security and a Vassar Employee will operate it.



11. All contractors use the freight elevator, the one with the pads, for transportation of any materials-both in and out. Depending on elevator traffic on any given day, Security may lock out the elevator for the contractor's exclusive use, for a brief time.

12. In order to protect hallway carpeting, 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 carpet covering not restrict entrance, 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 you enter or exit the building.

14. If a contractor uses any type of plumbing torch or a heat source, the contractor must supply its own Fire Extinguisher and have always it. (Do not use hallway extinguishers.) All contractors must fill out a hot work permit, which can be obtained at the office.

**(D) PROPER ATTIRE**

All persons shall be properly always attired in the communal areas and elevators. (Except the service elevator). Proper attire includes dry, sand-free clothing and footwear such like, a shirt or top with shorts or pants, or a beach cover-up robe. 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.

**(E) POOL RULES:**

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, therefore.

**(F) ROOF LEVEL AGE RESTRICTIONS**

Except for the Exercise Room Rules as set forth below children under sixteen (16) years of age shall not use the roof level facilities unless accompanied by an adult.

**(G) EXERCISE ROOM RULES**

1. Exercise Room use for Unit Owners, Lessees, and guests only.
2. Anyone under eighteen (18) years of age is not permitted in the exercise room at any time.
3. All people 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 Exercise Room facilities, e.g., articles of clothing, valuables, etc.

4. Do not exercise if you have consumed alcohol within the last 3 hours. If you have consumed more than two drinks, do not exercise today.

5. Any abuse of equipment is not allowed.

6. No smoking allowed.

7. Absolutely no glass containers or food allowed in the Exercise Room area.

8. No bathing suits allowed in the Exercise Room area. Shirts and rubber-soled shoes must always be worn.

9. Persons using the equipment must wipe down the equipment after each use.

10. Exercise Room door must always be closed.

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

#### **(H) 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.

#### **(I) NOTICE OF MEETING**

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

#### **(J) RULES**

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

#### **(K) IN CASE OF EMERGENCY**

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

#### **(L) 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 on the kitchen counter.



**(M) 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 of the form supplied by the Association, except in the case of emergency.

**(N) USE OF LUGGAGE RACKS**

Luggage racks is 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.

**(O) SMOKING**

Smoking is always prohibited in all units, common elements, limited common elements and all other areas in and around the building, including on unit balconies. Any prior exception to this prohibition is void and of no force or effect.

**2. RESTRICTIONS 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 of appearance of any exterior wall, door, window, patio balcony or any exterior surfaces; place any sunscreen, blind or awning on any balcony or exterior opening; 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 plantings 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 within the unit) to any unit or to the common elements; fasten light fixtures, shelving, pictures, mirrors, objects 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 government 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 the 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 on 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 his 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 communal 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 always be kept in a clean and sanitary condition. Garbage shall be disposed of through the kitchen garbage disposal as far as possible and bottles, cans, newspapers, and plastics shall be placed in the proper recycle bins located in the trash room. The remainder shall be placed in waterproof bags or similar containers before being placed in the trash chute.

(O) Allow any fire or health hazard to exist.

(P) Made 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 private property of any kind excluding usual porch furniture. The Unit Owner shall keep his patio or terrace free from all rubbish, dirt and debris or windblown 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 public halls, stairways, or elevators.

(U) Permit the persons who regularly live in a unit to exceed the following number, without the prior written approval of the Board:

I. Efficiency.....2 persons

II. One Bedrooms.....3 persons

III. Two Bedrooms.....4 persons

IV. Three Bedrooms...6 persons.

(V) Attach washers and/or dryers to our common elements specifically, drainage pipes and air vents.

(W) Unit Owners and/or Registered Lessees shall be required to advise the front desk in advance if their unit is to be occupied solely by one or more guests with the following information:

1. NAME(S)



2. DATES OF INTENDED OCCUPATION OF SAID UNIT

3. ACTIVE CELL PHONE NUMBER(S) OF SAID GUESTS

(X) Residents and their guests who take beach chairs and other beach paraphernalia in and out of the building may only use the service elevator, the Jackson Ave. egress, or the Vassar Square carport entrance. The boardwalk egress may not be used to transport such items. (An alternate elevator may be used only if the service elevator is out of order).

### **3. LEASING OF UNITS:**

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 his 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 is an amount as shall be determined by the Board from time to time (currently \$300.00 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 (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 extensions 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 damage fund in an amount as determined by the Board from time to time (currently \$500.00), which 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: if a Unit owner has two or more units and retains one unit as its residence OR 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 function 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 Authorized for Entry form must be completed and filed 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 filled out and filed 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, of all information concerning said intended sale on forms provided by the Association, not less than seven (7) days of his or her 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, 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 and Regulations. 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 previously mentioned information forms: Agreement of Sale, appropriate fee, attendance of 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, 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 the Vassar Square and having deliveries or furniture, appliances and other large items must be done between the hours of 8:00 A.M. and 5:00 P.M., Monday through Friday except from May 15<sup>th</sup> to September 15<sup>th</sup> it will be limited to Tuesday, Wednesday and Thursday, between the hours from 9:00 A.M. to 4:00 P.M. No movement shall be permitted on a holiday or on a Saturday or Sunday, unless authorized by Management.

All moving and deliveries as stated above, and use of the freight elevator must be prearranged with the Management office and the 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.

Anyone moving in or out and having deliveries as stated above must supply Vassar Condominium 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.

(B) All movers must first place a covering around the elevator walls and floors before moving any furniture or other private property in or out of the 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 moving so that no damage will be cause thereto.

(C) The Unit Owner and/or the mover shall always be responsible for damage caused to all common elements during the process of moving and each of them shall jointly and severally assume all 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 service 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. If 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 either rent or use the parking privileges of any other Unit Owner. If a Unit Owner does not have a car, then that Unit Owner does not have a parking privilege.

(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 (R.V.), tractors or boars 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 his or any other 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 his parking privilege during the term of the Lease.

(K) Seasonal 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.

**(N) GUEST PARKING**



1. Guest parking will be available every day including holidays.
2. There will be twenty-two overnight guest parking spots on weekends and holidays from Memorial Day to Labor Day and no guest restrictions during the remainder of the year.
3. 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 the use of weekend guests.
4. Reservations for guest parking for weekends can be made by contacting the Front Desk by telephone only on Wednesday of each week between 8 a.m. and 4 p.m. with a three (3) day maximum stay.
5. A “waiting list” will be implemented, if a reservation is canceled or a guest parking space opens, the next person will be contacted.
6. During the week, overnight parking will be given to Unit Owner’s guests, but the vehicle must be out no later than Friday noon unless prior reservations have been made for the weekend in accordance with these Rules.
7. 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 anyone (1) four (4) hour period. This privilege shall be extended regardless of if that resident currently holds an overnight reservation.
8. There will be “no fee” charged for guest parking.
9. To reserve guest parking the Unit Owner must pay the annual parking fee to the Vassar Office.
10. 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 a.m. and 4 p.m. This notification must come from the Unit Owner who is giving their space up.
11. If a guest space is reserved by a Unit Owner and it must be canceled, notification must be given to the Front Desk as soon as possible 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 current summer season.



(O) 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:**

(A) Vassar Square is equipped with three passenger elevators and a freight elevator.

(B) Only the freight elevator shall be used for the following:

1. To transport furniture or other bulky items.
2. 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.

**8. STORAGE LOCKERS:**

(A) Subject to availability, one storage locker located in the storage rooms on the roof level, shall be provided for each condominium unit.

(B) 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:

1. The name of the Unit Owner
2. The number of the condominium unit
3. The location of each unit's storage locker.

(C) Unit Owners shall not use any storage locker other than the one assigned to that unit and upon sale of that unit, the storage locker shall be surrendered to the Association.

(D) Paints, gasoline, kerosene, turpentine, or any other flammable, corrosive or explosive product shall not be kept in any storage locker.

(E) No furniture or any other item of private property shall be permitted to be stored in the walkways of the storage rooms.

**9. ANIMALS:**

(A) No Unit Owner or Resident shall keep, maintain, harbor, breed, raise or keep an animal, livestock, or poultry of any kind in any unit or in the communal 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.

(B) Service or assistance animals will be permitted subject to the following:

(1) Any Unit Owner/Resident with a disability that limits one or more major life activities requesting permission to maintain a service or assistance animal in his/her unit or in the communal area of Vassar Square Condominium must first complete the "Application to Request a Service or Assistant Animal" furnished by the Management Office and submit the same to the Management Office for review by the Association.

(2) Proper certification from the Unit Owner/Residents licensed, treating health or social service professional for the need of the Unit Owner/Resident for the service assistance animal must be submitted to the Management Office of the Association with the completed Application.

(C) Subject to the Provisions of paragraph (B) above:

(1) 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 always carried when in the common areas of the Condominium. Retractable leashes are not allowed to be used in the condominium premises at any time.

(2) 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 that damage 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. The Unit Owner will have ten days (10) from the presentation 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 itself the right to pursue such further action as deem reasonable and proper.

(3) Unit Owner or Resident agrees to indemnify and hold the Association, its Trustees, Officers, Unit Owners/Residents, employees, and guests harmless from all injuries resulting from or caused by the service or assistant animal, including reasonable legal fees and costs.



(4) 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 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 to be added to the Unit without prior notification and approval from the Association.

**10. BICYCLES:**

(A) A bicycle room will be provided in the ground floor garage. Each Unit Owner shall be supplied with a key to this room, which shall otherwise be kept always locked.

(B) All bicycles are to be stored only in the designated Bicycle Room.

(C) Bicycles shall not be permitted in the lobby area, in any elevator, or in halls or fire towers.

(D) The Association shall not be responsible for any bicycles damaged or stolen.

(E) All bicycles shall be registered with Management and an identifying sticker permanently affixed to the bicycle frame by the Association showing the unit number of the unit, upon the payment of annual registration and storage fee as shall be determined by the Board for each bicycle registered.

(F) 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.

1. Efficiency and one-bedroom units... two (2) bicycles

2. Two-bedroom units .....four (4) bicycles

3. Three-bedroom units ..... six (6) bicycles



(G) 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.

**11. BEACH FACILITIES:**

(A) No beach chairs or umbrellas shall be provided for Unit Owners.

(B) Chairs will be supplied for the pool area.

(C) A beach service may at the discretion of the Board be made available for the handling of Unit Owner's beach chairs and umbrellas, at the charge to be determined by the Board.

(D) 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 to be determined by the Board from time to time shall be assessed against all Unit Owners for all late monthly installment payments.

**13. UNIT OWNER ACCOUNTABILITY:**

Each Unit Owner shall be held accountable for any violation of these Rules by the family members, guests, tenants, agents, or employees of the Unit Owner.

**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 family, guests, tenants, employees, or independent contractors shall be made in writing to the Board or its agent(s).

(B) The Board has established an Alternate Dispute Committee (ADR Committee), which will attempt to resolve disputes between Unit Owners and the Association, and between Unit Owners and other Unit Owners, involving, among other things, alleged violation of any restrictions, rules or regulations set forth in the Master Deed, By-Laws, Rules and Regulations and other Association documents. Anyone seeking the assistance of the ADR Committee should communicate with the Manager of the Association to determine the appropriate procedure.





**15. INDEMNITY RULE:**

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, judgements, 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 any 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 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 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 Rules & Regulations (stated above) shall be eligible for election.

**17. EFFECTIVE DATE AND ADMENDMENT:**

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.