



RULES & REGULATIONS OF **VASSAR SQUARE CONDOMINIUM**

Revised Draft – September 2026

The following Rules and Regulations are hereby adopted by the Board of Trustees of Vassar Square Condominium Association, (hereinafter referred to as the Board) amending the revised rules and regulations dated April 2026 for the wellbeing of Unit Owners and Lessees and for the proper maintenance, use and preservation of the facilities of Vassar Square Condominium.

Contents

1. USE OF BUILDING FACILITIES:	2
2. RESTRICTIONS UPON USE:.....	6
3. LEASING OF UNITS:	8
4. SALES OF UNITS:	10
5. MOVING IN OR OUT OF VASSAR SQUARE INCLUDING DELIVERIES OF FURNITURE APPLIANCES AND OTHER LARGE ITEMS:	10
6. PARKING AVAILABILITY:	11
7. PARKING PROCESS:	11
8. GUEST PARKING – TERMS IS NOT GUARANTEED TO BE AVAILABLE:	12
9. ELEVATORS:.....	13
10. STORAGE LOCKERS:.....	13
11. ANIMALS:	14
12. BICYCLES:.....	15
13. BEACH FACILITIES:	16
14. ASSESSMENT OF LATE CHARGES:	16
15. UNIT OWNER ACCOUNTABILITY:	16
16. RECOMMENDATIONS/GRIEVANCES:.....	16
17. INDEMNITY RULE:	17
18. NOMINATION TO THE BOARD OF TRUSTEES:.....	17
19. EFFECTIVE DATE AND ADMENDMENT:	17
20. GENDER DESIGNATIONS:.....	18



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 Managing Agent, subject to the following, Party Room rules and regulations as may be amended or changed by the Board from time to time.

1. The Party Room may not be 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 guests 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
6. The Party Room and its adjacent outside terrace are restricted to persons twenty-one (21) years of age and older. Persons under twenty-one (21) years of age are not permitted to use or occupy these facilities.

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 and vehicle coverage. This certificate must show the Vassar Square Condominium Association as additional insured. This certificate must be received before the contractor allows 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 Security keys must be returned when the contractor leaves the building.
6. No work prior to 8 a.m. or after 5 p.m. Monday through Friday from September 16th to May 14th. Summer hours May 15th to September 15th 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 Front Desk Concierge and a Vassar Maintenance Employee will operate it.
11. All contractors must 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. To protect the 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 the temporary carpet covers 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 they enter or exit the building.
14. If a contractor uses a plumbing torch or a heat source, the contractor must supply its own Fire Extinguisher and always have it. (Do not use hallway extinguishers.) All contractors must fill out a hot work permit, which can be obtained from the office.



(D) PROPER ATTIRE

All people shall be properly always attired in the communal areas and elevators (except for the service elevator). Proper attire includes dry, sand-free clothing, and footwear, 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 tenants 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 tenants shall be responsible for any damage caused by them or their guests using the pool, and they shall pay all costs resulting therefrom. No person under the age of eighteen (18) is permitted to access the pool and pool area unless accompanied by an adult.

(F) ROOF LEVEL AGE RESTRICTIONS

Persons under twenty-one (21) years of age are not permitted to use the sundeck roof level facilities.

(G) EXERCISE ROOM RULES

1. Exercise Room for 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 have sole responsibility. Vassar Square Condominium accepts no liability for injury, death or any loss associated with the use of Exercise Room facilities, including lost 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 on the day of consumption.
 5. Any abuse of equipment is not allowed.
 6. No smoking is allowed.
 7. Absolutely no glass containers or food allowed in the Exercise Room area.
 8. No bathing suits are 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 doors 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 and other penalties may be assessed.



(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 will be sent via email, posted in the elevators, and on TVs, which are in the mailroom and front lobby.

(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 tenants shall 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 and Maintenance are authorized to enter any unit in Vassar Square, if vacant or unoccupied, in case of an apparent emergency, without the permission of the Unit Owner. The Manager and/or Maintenance 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 tenants 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 tenant. No keys to units will be released by the Association without written authorization of the form supplied. In addition, the Association uses an Association-issued fob system to control access to common areas and other designated facilities. Unit Owners will be provided fobs. Unit Owners who rent their units must have renters obtain their own separate fobs from the Manager; renters may not use or share a Unit Owner's fob.

(N) USE OF LUGGAGE RACKS & SHOPPING CARTS

Luggage racks and Shopping Carts are available in the front lobby area for use by Unit Owners, Tenants, and Guests. After such use, they are to be returned to the lobby area right away from where they were obtained. Under no circumstances should Luggage racks and Shopping Carts be left in unit hallways or placed in elevators without being accompanied by a person. Luggage racks and Shopping Carts are only permitted in elevators #3 and #4 due to their larger size.



(O) SMOKING

All forms of smoking are prohibited in all units, common elements, limited common elements and all other areas in and around the building, including on unit balconies. Any exception to this prohibition is considered canceled.

Additionally, smoking must take place at least twenty feet away from the association's property.

2. RESTRICTIONS UPON USE:

(A) No Unit Owner, Tenant, or other occupant of a condominium shall use the unit for other than family residence purposes. In addition, no unit owner or other occupant shall:

1. 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.
2. 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.
3. 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.
4. Make any use of a unit which violates any laws, ordinances, or regulations of any government body.
5. 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.
6. 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.



7. Permit 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.
8. Commit or permit any nuisance, immoral, or illegal act to be committed in his unit or in or on the common elements.
9. 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.
10. Obstruct the common way of progress or egress to the other units or to the common elements. Attach washers and/or dryers to our common elements specifically, drainage pipes and air vents.
11. Hang any laundry, garments or other unsightly objects which are visible outside of the unit or on the balcony. Allow anything to remain in the hallways or other communal areas of travel.
12. 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.
13. Allow any fire or health hazard to exist.
14. 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.
15. 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.
16. Permit any patio or terrace to be used for barbeques, firepits, any 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. Also, the Unit Owner shall keep his patio or terrace free from all rubbish, dirt, and debris or windblown materials.
17. Keep any furniture which contains water or other fluid, including but not limited to "water beds," in any unit.
18. Permit children to play in public halls, stairways, or elevators.



19. Permit the people who regularly live in a unit to exceed the following number, without the prior written approval of the Board: Efficiency...two persons, One Bedrooms...three people, Two Bedrooms.....four persons, Three Bedrooms...six persons.

(B) Unit Owners and/or Tenants 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:

NAME(S), DATES OF INTENDED OCCUPATION OF SAID UNIT, ACTIVE CELL PHONE NUMBER(S) OF SAID GUESTS.

(C) Unit Own, Tenants, and their guests who take beach chairs and other beach paraphernalia in and out of the building may ONLY use the service elevator, to the Jackson Ave. Exit. 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).

(D) Destructive behavior, misuse of equipment, vandalism, horseplay, or conduct that creates an unsafe environment for others will not be tolerated. Any resident, guest, or occupant found causing damage to property, violating rules, or engaging in unsafe or disruptive behavior may be subject to fines, suspension of amenity privileges, preclusion from the building or parts thereof, and / or any additional enforcement measures permitted under the Association's Rules & Regulations and Bylaws or otherwise permitted by law. All unit owners shall be responsible for the conduct of their family members, guests and tenants who enter the building and grounds or use building amenities.

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 lease term, 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 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 \$300.00 per new lease).



(E) Upon receipt of the completed information Forms, proposed lease and appropriate fee, the Board or its designated Managing agent may schedule an interview with the prospective tenant(s) for the purpose of acquainting the new tenant(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 must meet with the designated Managing agent 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 Managing agent in writing. Requests for lease extension must be received by the Management office for 30 days (about 4 and a half weeks) prior to the expiration of the current lease.

(G) All tenants must obtain their own separate fob (for entry to common areas) from Management. Renters may not use fobs issued to Unit Owners.

(H) Upon approval of the occupation of the premises by the Tenant, said Tenant shall acknowledge in writing that said Tenant 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 Tenant, 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 Tenant, his or her children and/or guests, the balance thereof, if any, the Tenant may request the return of, 30 days (about 4 and a half weeks) after the conclusion of the lease.

Unit owners who lease their unit will not be entitled to the use of Vassar Square Condominium amenities during the lease 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.

No Tenant 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.



4. SALES 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 Managing 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, and 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) may 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 schedule of the 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.

(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 Vassar Square and having deliveries of furniture, appliances and other large items must be made between the hours of 8:00 A.M. and 5:00 P.M., Monday through Friday except from May 15th to September 15th 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 said above, and use of the freight elevator, must be prearranged with the Management office and the Front Desk for at least 48 hours (about 4 days) 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 making deliveries as said 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 or delivery companies without insurance will not be allowed 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 caused thereto.

(C) The Unit Owner and/or the mover shall always be responsible for damage caused to all common elements and other damage inflicted during the process of moving, and each of them shall jointly and severally assume all the risks and damage caused thereby.

6. PARKING AVAILABILITY:

Unit Owners may purchase one or more Parking Permits for the Year (May to May) at a price set by management. The maximum number of parking passes per unit owner will also be set by management.

Management will make Parking Permits available for purchase before the start of the summer season.

A parking permit is designated as either Outdoor or Indoor Parking. Indoor Parking spaces are less plentiful and will be higher than Outdoor.

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

The Association shall not be responsible for any car damaged while being parked by any employees of the Association, or after being parked, nor shall it be responsible for fire, theft, or vandalism.

7. PARKING PROCESS:

Only Valets can park a car in the Indoor or Outdoor Lot. There is no self-parking.

Valets are prohibited from parking cars for Unit Owners in places other than either the garage or the parking lots.

All parking spaces shall be limited to passenger vehicles only; no commercial trucks, vans, trailers, campers, recreation vehicles (R.V.), tractors, or boats may be parked on Vassar Square property.

Parking Permit holders may allocate their permit(s) to their lessee, upon notifying Management.



Parking Permit Holders can only request pickup of their cars in person with the Valets.

At the discretion of Management, Guest Parking may be available during the busy season. See the section on GUEST PARKING.

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.

8. GUEST PARKING – TERMS IS NOT GUARANTEED TO BE AVAILABLE:

To reserve guest parking, the relevant Unit Owner must pay the annual parking fee. There will be a “no fee” charged for guest parking. However, the practice of tipping the Valets by guests is encouraged as it is for owners and renters.

When available as space allows, there is a 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 overnight is made available solely for the use of weekend guests.

When available as space allows, 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.

When available as space allows, a “waiting list” will be implemented. If a reservation is canceled or a guest parking space opens, the next person will be contacted. 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.

The Board reserves the right to have vehicles that violate the Guest Parking regulations towed off-site. All cost and charges are the responsibility of the violator. On-site signage indicates the details of towing and retrieval.

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.



On weekends, if space allows, we will try 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 of whether that resident currently holds an overnight reservation.

A Unit Owner may allow another Unit Owner to occupy his 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.

9. 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.
3. To transport an owner’s ESA (Emotional Support Animal)

(C) Bicycles, motor-peds or motorcycles shall not be permitted in the elevators.

10. STORAGE LOCKERS:

(A) **Subject to availability**, storage lockers are in the storage rooms on the roof level, and may be provided for each condominium unit, if available.

(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.

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.

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

No furniture or any other item of private property shall be stored in the walkways of the storage rooms.



11. 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 emotional support 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 emotional support 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 emotional support animal in his/her unit or in the communal area of Vassar Square Condominium must first complete the “Application to Request a Service or emotional support 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/Resident’s licensed, treating health or social service professional for the need of the Unit Owner/Resident for the service or emotional support 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 emotional support 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 condominium premises at any time.

(2) No service or assistance of an 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 emotional support 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 deems 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 emotional support animal, including reasonable legal fees and costs.



(4) The Unit Owner or Resident shall not permit the service or emotional support of 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 emotional support 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 emotional support animal.

(D) The service or emotional support animal of a Unit Owner or Resident shall use the service freight elevator only unless the service elevator is not operational. All service or emotional support animals will utilize Jackson Avenue for 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 emotional support 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 emotional support animals are to be taken off the Association premises to be curbed.

(E) Service or emotional support animals may not be replaced, nor additional service or emotional support animals to be added to the Unit, without prior notification and approval from the Association.

Emotional Support Animals are not permitted in the café, gym, party room, library, pool area, or any other communal area except when exiting the building. However, service animals may be an exception depending on what is on file for that animal and the type of service needed for the owner or resident.

12. BICYCLES:

(A) Bicycle rooms are provided on the ground floor indoor garage. Unit Owner will use their assigned key fob to enter as the rooms are always kept locked.

(B) All bicycles are to be stored only in the bicycle rooms in the designated numbered spot assigned to a Unit Owner.

(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) Bicycle placement guidelines Odd-numbered spaces (e.g., #3): Bike goes front-in (handlebars facing inward). Even-numbered spaces (e.g., #4): Bike goes rear-in (rear wheel first, handlebars facing outward).

(G) No Unit Owner, tenant or other occupant of a unit shall be permitted to place bicycles in the bicycle room without an assigned spot and the prior written approval of the Manager.

13. BEACH FACILITIES:

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

(B) Chairs will be supplied only at the pool area.

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

(D) The Association shall not be responsible for any beach chairs or umbrellas damaged or stolen.

14. 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.

15. 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.

16. 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, Managing agent, 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 Managing agent.



(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 assistance from the ADR Committee should communicate with the Manager of the Association to determine the appropriate procedure.

17. 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.

18. NOMINATION TO THE BOARD OF TRUSTEES:

Any eligible individual seeking nomination as a trustee at an annual meeting will be required to submit his name, and if so desired his 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 an 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 directing the Secretary to vote on behalf of the unit owner in question, as he has indicated on the proxy.

19. 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.



20. GENDER DESIGNATIONS:

All references herein to the male gender (“him”, “his”, etc.) shall be deemed to refer to the female gender or to be gender neutral, as the case may be.