



DECEMBER 21, 2015

Edition of the

RULES AND REGULATIONS

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This Council approved December 21, 2015, edition of the Rules and Regulations replaces and supersedes any and all previous editions. Please discard the superseded editions.

INTRODUCTION

The Council of Villa Belmont Condominium Association Unit Owners, pursuant to the powers granted it under an Enabling Declaration Establishing a plan for Condominium Ownership for the Villa Belmont Condominium Apartments, dated January 25, 1984, recorded in the Office of the Recorder of Deeds in and for New Castle, Delaware, hereby adopts the following amended, altered, modified, repealed, or revoked Rules and Regulations for the protection, benefit and collective best interest of all owners.

These Rules and Regulations are supplementary to, and not in lieu of, provisions governing the Condominium which are set forth in the Villa Belmont Condominium Apartments Enabling Declaration and Code of Regulations. To the extent of any inconsistency, the following will prevail in the order noted: The Laws and Statutes of the State of Delaware, the Villa Belmont Condominium Apartments Enabling Declaration, the Villa Belmont Condominium Apartments Code of Regulations, and this Council approved December 21, 2015, edition of the Rules and Regulations.

DEFINITIONS

1. As used herein, "VBCA" is an abbreviation for "The Villa Belmont Condominium Association".
2. As used herein, "Association," includes the Association, the Association's Council, and the Association's Managing Agent when acting on behalf of the Association.
3. As used herein, "unit" means a condominium unit.
4. As used herein, "Unit Owner," means the Owner or Owner(s), whether owned solely, jointly, in residence or not, of any unit.
5. The term "Resident" means anyone residing in any unit; this includes the Unit Owner, the family of the Unit Owner or the "Tenant" in any unit.
6. As used herein, "Visitor" means any contractor hired by the Unit Owner or resident, delivery personnel for the Unit Owner or resident i.e. furniture, appliances, etc..., employee, agent, guest, invitee, or any person associated with the unit, the Unit Owner, or resident or with a purpose of engaging with the Unit Owner or resident.
7. As used herein, "Common Area" means all Property Common Area Elements, Components, and Facilities.

The Rules and Regulations have been constructed and enacted to provide a safe and peaceful environment for the residents of our Community and to maintain the aesthetically pleasing setting of our Community. In the best interest of the entire Community the Rules and Regulations will be enforced fairly, equitably, and consistently.

SANCTIONS

As hereinafter set forth shall be imposed upon the Unit Owner for failure of a Unit Owner, resident, visitor, pet owner, or pool patron to comply with any of the terms of the Condominium Documents or amendments thereto.

DAMAGE

We expect all Unit Owners, residents, and visitors to be considerate and protect our Common Areas.

Those who do cause damages to our Common Area will be assessed the entire cost of restorations, replacements, and repairs of all damages. The assessment will be imposed to the unit account associated with the non-compliance or violation and shall be the responsibility of the Unit Owner.

PENALTIES

Imposed fines, fees, and charges for non-compliance of listed Rules and Regulations are determined by the violation committed and are imposed in accordance with the penalty guidelines.

The Unit Owner shall pay all imposed penalties no later than thirty (30) days after receipt of notice of the penalty assessment. A penalty assessment is subject to a delinquency assessment of 18% per month.

APPLICABLE FINES - \$50.00 per non-compliance occurrence OR
\$50.00 every twenty-four (24) hours until the non-compliance is rectified. Every twenty-four (24) hours means each twenty-four (24) hours from time of violation discovery. If non-compliance is rectified fines will cease. They will begin again if the violation should occur again.

FEES - VBCA Staff time spent to investigate and rectify the non-compliance and time spent to hire a Contractor, Service Professional, or Attorney, if applicable.

FEES - Service Professional, if applicable.

FEES - Cost of Attorney and Court, including cost for Injunctive Relief against the Unit Owner; if applicable.

CHARGES - Cost of Contractor for restorations, repairs, and/or replacement, if applicable.

NON-EXCLUSIVE REMEDY

These penalties shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which VBCA or other Unit Owners are otherwise legally entitled. Penalties shall not be construed to be payment in lieu of charges for actual damage done to VBCA Property. In addition, VBCA shall have the right to withhold VBCA privileges, without in any manner negating the obligation to pay for same, upon failure to pay assessments or for non-compliance or violation of Condominium Rules and Regulations.

NOTICE

Upon presentation to the appropriate VBCA Staff Member of a failure to comply with any of the terms of the Condominium Documents, the said Staff Member shall:

1. Notify the Unit Owner of the unit associated with the violation by mail or, if time restraints is a consideration, make verbal contact demanding that the failure of compliance be immediately rectified. If the Unit Owner is unavailable and contact cannot be made or if the situation calls for immediate resolution, leaving no time to contact the Unit Owner, the VBCA Staff or Council will proceed with actions to rectify the non-compliance.
2. Issue a warning notice via writing or verbal communication and offer the Unit Owner information concerning the violation, request that the non-compliance be rectified, and forewarn them of the penalties to be imposed if non-compliance should continue, invite the Unit Owner to submit a rebuttal letter to the VBCA Council.
3. If the non-compliance is not rectified in the time allotted, issue a non-compliance letter and inform the Unit Owner that in accordance with the Rules and Regulations applicable fines, fees, and charges have been imposed to the unit account. Include in the letter the date and time of the next Council meeting and information concerning the Unit Owner's RIGHT TO APPEAL. If the Unit Owner chooses to appeal they may request a hearing before the Council, to show just cause why the fine, fee, or charges assessed were not justified. The Unit Owner's appeal request must be received, in writing, by the VBCA Management Office at least five (5) days prior to the meeting. No fining will take place pending the outcome of the appeal.
4. A written decision of the Council shall be submitted to the Unit Owner by certified mail not later than ten (10) days after the Council meeting at which a decision was made. Council decision on the appeal is final. If the appeal is rejected, fines and other provisions become effective immediately following written notification of the rejected appeal to the Unit Owner.

The identity of the person reporting a violation will be held in confidence. It will not be revealed to the offending party reported.

To ensure that the privacy of the reported offending party is protected, VBCA Staff and Council will not reveal to another Unit Owner what action was taken or not taken against that party. Strict confidentiality will be maintained.

INSURANCE CLARIFICATION

Unit elements: (The area inside the walls of the unit, and includes all interior wiring, pipes, windows, walls and doors, as well as all contents) the Unit Owner and/or tenant maintain this area.

The master policy purchased by VBCA Council insures all portions of the unit that contribute to the support of the building, including main bearing walls, but excluding painting, wallpapering, decorating or other work on the interior surface of walls, ceilings, and floors within a unit. The interiors of the unit, other than the main bearing walls, are the responsibility of the Unit Owners to insure under their homeowners (HO6) policy. Each Unit Owner is also responsible for insuring his or her own personal property. An example would be furniture, clothing, jewelry, etc. In addition each Unit Owner is required to carry his or her own personal liability policy.

The Unit Owner will be held responsible for any damage caused to the main bearing walls by actions committed by them, their residents, their visitors, their contractors, or any other person or pet associated with the unit.

UNIT OWNER RESPONSIBILITY

Unit Owner agreed and is expected to comply with the Enabling Declaration, Code of Regulations, these Rules and Regulations and the City of Newark Codes as a condition of Ownership.

1. Unit Owners must register with VBCA Management Office within forty-eight (48) hours of their purchase.
2. Occupants must register with VBCA Management Office within forty-eight (48) hours of their move in date.
3. Unit Owners are responsible for informing their residents, visitors, real estate agents and prospective purchasers of the provisions of the Enabling Declaration, Code of Regulations, these Rules and Regulations and the City of Newark Codes.
4. Unit Owners are responsible for their own conduct; their resident's conduct; their visitor's conduct; and the conduct of pets associated with the unit. This responsibility falls on the Unit Owner whether the conduct was intentional or unintentional.
5. The Unit Owner will be held accountable for any occurrence of violations, damages, and non-compliances associated with their unit.

UNIT AGREEMENT

Unit will be occupied for private residential purposes only. No residential unit is to be utilized substantially for commercial or business purposes.

1. No noxious or offensive activity shall be conducted in any unit that would interfere with the rights, comfort, safety or convenience of another unit or units, and nothing shall be done in a unit that may be or become a significant annoyance or nuisance to others.
2. Unit shall not, at any time, be in violation of The City of Newark's Maximum Occupancy Regulations.
3. Unit or any VBCA Common Areas, shall not, at any time, be utilized or maintained for any purpose or in any manner which is contrary to any applicable law, rule, regulation, ordinance, or requirement of any governmental authority, or for any purpose which would constitute a nuisance or be offensive.
4. Nothing will be done or kept in any unit which may be in violation of any applicable law, rule, regulation, or ordinance.
5. Gasoline, propane, kerosene, or any flammable, combustible or explosive fluid, material, chemical, or substance are never to be brought onto VBCA Property, into a Building, or into a unit.
6. Washer(s) or Dryer(s) of any type or style are NOT PERMITTED in units under any circumstances.*
*Two bedroom Den units, 56 2A and 2B, are permitted to house one (1) washer and one (1) dryer each.

UNIT MAINTENANCE AND UPKEEP

It is the responsibility of the Unit Owner to maintain, repair, or replace, at their own expense, all portions of the unit.

1. All unit repairs, updates, remodeling, etc. MUST be contained within the unit. The Unit Owner, residents, visitors, and contractors MUST CONTAIN all materials, tools, and work within the unit (the unit's patio/balcony may be utilized as long as all debris, materials, tools, cords, etc. remain contained within the patio/balcony area). Unit Owners, residents, visitors, contractors, electricians, carpet cleaners, HVAC technicians, plumbers etc. must be prepared with the proper equipment needed to complete all work within the unit interior, without the expectation of utilizing any Common Area and without the expectation of utilizing Common Area sources, in any way or manner.
2. The Unit Owner or the Unit Owner's representative may not cause or permit any tampering with, alterations of, interfering with, attempt to repair, or make connections into/with any Common Area or Element's water valves, piping, drain pipes, electrical or other wire, cable, or line.
3. The Unit Owner or the Unit Owner's representative shall not allow use of VBCA trash chutes or dumpsters for construction debris. The Unit Owner or the Unit Owner's representative shall remove all waste materials and rubbish from the unit and dispose of it off Property.
4. Utilizing the Common Area spigots or hoses for unit needs is not permitted under any circumstances. A portable water pump may be utilized within the unit.
5. It is the Unit Owner's or the Unit Owner's representative's responsibility to protect all Common Areas as well as protect the neighboring units whenever completing unit repairs, remodeling, or renovations.
6. It is the Unit Owner's or the Unit Owner's representative's responsibility to clean the Common Area from debris associated with the unit.
7. The Unit Owner will be held responsible for injuries to any person or pet and/or all damages to any unit or Common Area caused by any portion, component, or element of the unit or caused by any action or lack of action by the Unit Owner, resident, visitor, or pet associated with the unit. The circumstances for the occurrence will not negate the responsibility of the Unit Owner.
8. It is the Unit Owner's responsibility to contact the City of Newark to verify the need for permits and to obtain all necessary permits and approval from the City of Newark when applicable.

Electrical Repair and Replacement as it pertains to the Unit

1. All electrical equipment of any kind or nature installed or used in each unit shall fully comply with all rules, regulations, requirements or recommendations of the public authorities. The Unit Owner alone will be liable for any damage or injury caused by any electrical equipment utilized in the unit.
2. The Unit Owner must address electrical device maintenance issues immediately upon discovery (electrical device issues may include flickering lights, receptacle outages, partial or full electrical outages within the unit, or breakers kicking off).
3. Lighting using liquid fuel is not permitted.

HVAC Repair and Replacement as it pertains to the Unit

1. Whenever HVAC systems are replaced the pre-existing exterior appearance MUST remain as is.
2. Unit Owners of units located in **Buildings # 72, 76, 80 and 84** must submit a completed **A/C Replacement Specification Form** to VBCA Management Office and must receive approval from VBCA Staff or Council, prior to A/C replacement. The Unit Owner will be informed of the projects approval status within two (2) business days. If HVAC replacement should take place without first obtaining approval, VBCA Staff or Council has the right to demand that work cease immediately and not continue until approval is received. If the replacement is completed without first obtaining approval, VBCA Staff or Council has the right to demand that the installation be removed and installation be completed correctly if the install is completed incorrectly.

3. Additional air conditioning units; whether central or window unit are not permitted, for any reason.
4. Heaters with exposed heating coils, wood burning stoves, and fireplaces (other than electric) are not permitted.
5. Heaters using liquid fuel are not permitted.
6. The Unit Owner or their representative is to inspect the A/C condensation line for proper flow and, if needed, clear clogs and backups on a regular basis.
7. The Unit Owner or their representative is to change the HVAC air filters on a monthly basis and inspect their HVAC unit for proper operations on a regular basis. Water deposits and any other HVAC maintenance issue must be addressed immediately by the Unit Owner.

Plumbing Repair and Replacement as it pertains to the Unit

1. The proper operation of the *unit water heater* is the responsibility of the Unit Owner. The Unit Owner or their representative is responsible for inspecting the water heater on a regular basis and addressing maintenance issues for the water heater immediately upon discovery. The Unit Owner is also responsible for making certain that all pipes in the patio/balcony utility closet are properly insulated.
2. Unit Owners of units located in **Buildings # 56, 60, 64 and 68** must submit a completed **Water Heater Replacement Form** to VBCA Management Office and must receive approval from VBCA Staff or Council, prior to water heater replacement. As part of the approval process a VBCA Staff or Council member must be permitted to inspect the "T" pipe located in your patio/balcony utility closet for proper INSULATION. It is imperative that this Common Area "T" pipe remain properly insulated. This insulation must be replaced, correctly, by the Unit Owner, if it should become damaged or removed during the water heater replacement process. If water heater replacement should take place without first obtaining approval, VBCA Staff or Council has the right to demand that work cease immediately and not continue until approval is received. If the replacement is completed without first obtaining approval, VBCA Staff or Council has the right to demand that the installation be removed and installation be completed correctly if the install is completed incorrectly.
3. Because the *water utility is shared* it is imperative that the Unit Owner notify VBCA Management Office at least five (5) days prior to initiating plumbing renovations to allow VBCA Staff adequate time to supply notice to the residents that the utility may be shut off. Because VBCA Staff may be needed to shut off the water for the building, plumbing renovations may only be scheduled Monday through Friday and the plumbing renovation may not be scheduled prior to 9:00 am and must be completed by 11:00 am. A minimum labor charge will apply if VBCA Staff is needed for assistance. Should a Unit Owner or a Unit Owner's representative proceed with plumbing renovations, without proper notice being given, and discover that they are in need of VBCA Staff assistance, VBCA Staff will not be obligated and may not be available to assist. All damages caused by plumbing renovations will be the responsibility of the Unit Owner.
4. The Unit Owner MUST stop their unit's plumbing leaks, i.e. faucets, toilets, water heaters, immediately upon discovery. If unit leaks are not stopped by the Unit Owner and the VBCA Staff or Council is forced to intervene to stop the leak, a fine for the Rules and Regulations non-compliance, charges for the plumbing contractor's services, charges for VBCA Staff time, and any other charges associated with the violation will be imposed to the unit account.
5. DISPOSABLE WIPES, DISINFECTING WIPES, AND HANDI WIPES of any kind, brand, or type are not to be deposited in our Toilets. Multi-Housing sewer pipes are not equipped to handle these items and they will eventually back up. RAGS of any size, material, or density, are never to be deposited in Toilets. We have experienced back-ups due to residents attempting to flush RAGS away. Toilets and drains shall be used for no other purpose than that for which they were designed. No pet litter, gravel, bird mess/food, sweepings, rubbish, scraps, papers, ashes, diapers or other substances shall be deposited therein. Any repairs necessitated by the disregard of these Rules and Regulations for this facility shall be considered the fault of the unit resident and a fine for the Rules and Regulations non-compliance, charges for the plumbing contractor's services, charges for VBCA Staff time, and any other charges associated with the violation will be imposed to the unit account.
6. The proper operation of *unit access valves* is the responsibility of the Unit Owner. The Unit Owner or their representative is responsible for inspecting them on a regular basis and addressing their maintenance issues immediately upon discovery.

Pest Control as it pertains to the Unit

Pest Control is the responsibility of the Unit Owner. Proper sanitation, cleanliness, and trash disposal is the responsibility of the Unit Owner as well. VBCA will contract pest control of the Common Areas. Some general pest control for individual units is covered by VBCA's contract, but if the cost of exterminating any rodent, bird, bat, or insect within a unit is considered to be an extra charge and not covered under the VBCA's contract, said charge will be assessed to that unit, unless it is proven to be the fault of a neighboring unit, which in that case the charge will be assessed to that unit. If it is proven to be a Common Area fault then the charge will be paid by VBCA. LANDLORDS must STRESS to their TENANT'S the importance of reporting insect issues to them immediately upon discovery. For the sake of the Landlord's investment and the neighboring homes we strongly suggest that Landlords complete a monthly inspection of the unit for the first three (3) months from Move-In.

Structural Repair and Replacement as it pertains to the Unit

1. Nothing shall be done in any unit which may impair the structural integrity of the Building or which may structurally change the Building or compromise the fire rating of any Building or Building Component.
2. Nothing may be added to, removed from, or altered in the Common Areas.
3. All structural repairs and replacements, unit windows, unit doors, unit patio/balcony railing, etc. shall conform to the existing appearance, design, material, and manner of installation.
4. To assure that structural additions, removal, or alterations to the outside appearance of a unit does not occur, the Unit Owner must submit a completed **Form 2** to VBCA Management Office prior to the commencement of the projects start date. The Unit Owner will be informed of the projects approval status within two (2) business days. Form 2 approval will be needed specifically for, but not exclusively, all windows, doors, and patio/balcony projects. If a Unit Owner should proceed with a project without first obtaining an approved Form 2, VBCA Staff or Council has the right to demand that work cease immediately and not continue until an approved Form 2 is granted. If the project is completed without first obtaining an approved Form 2, VBCA Staff or Council has the right to demand that the alteration or modification be removed and be completed correctly if the alteration or modification is completed incorrectly.

UNIT DOORS

1. The outward (exterior) appearance of the unit door shall not be altered in color or any other manner.
2. The unit door is to be kept in the closed position, except when in use.
3. The unit door is to be kept clean, in good repair, and in proper operational condition.
4. No item may be permanently adhered to the unit door exterior.
5. No signs of any character, advertisements, animal notices, wind chimes, plaques, posters, drawings, chalk markings, stickers or displays of any kind are permitted to be placed on the unit door exterior.
6. Medical Notices **ARE PERMITTED** to be placed on the unit door Exterior.
7. Placing a doormat in front of the unit door (exterior – corridor side) is not permitted.

Decorations as they pertain to the Unit Door

VBCA Council reserves the right to limit the type and manner of decorations displayed; they also reserve the right to determine what is considered to be tasteful, appropriate, and aesthetically acceptable decorations. All decorations and displays must meet the standards as determined by VBCA Council and are approved at the discretion of a majority of VBCA Council. The Unit Owner will receive written notification informing them of decoration issues, if a majority of VBCA Council agrees that a unit's door decorations are in disrepair, aesthetically displeasing, inappropriate, or not within the standards as determined by VBCA Council.

Unit Door (exterior) standards for decorations

Tasteful door plaques, flower arrangements, and wreaths may be displayed.

UNIT DOOR LOCKS and KEYS

1. The unit door locks may be modified at the Unit Owners expense, but the Unit Owner must provide VBCA Management Office with the most current key for each unit door lock.
2. A fine will be imposed every twenty-four (24) hours to units that do not have a key on file with VBCA Management Office.
3. Code/Keyless locks are permitted, but they must have an option to utilize a key for entry and a key must be provided to VBCA Management Office. The lock is to be gold in color.
4. It is the Unit Owner's responsibility to make certain that all keys supplied to VBCA Management Office are in working condition.
5. During regular business hours only and only when a VBCA Staff member is available to do so, emergency keys may be signed out by a Unit Owner or resident who is inadvertently locked out of their unit. Proof of residency and/or ownership and proper identification will be required.
6. VBCA Staff will not be available to assist with lock outs before or after regular business hours for any reason or under any circumstances.
7. VBCA Staff will not be available to assist with Call Alert responders. If you utilize a call alert company, please inform VBCA Management Office as soon as you begin the monitoring service.

VBCA UNIT EMERGENCY ENTRANCE

1. VBCA Staff or Council, on behalf of the Association and only in the exercise and discharge of their respective powers and responsibilities, shall have the right to enter any unit. Entry may be at any reasonable hour of the day after notification. Except in case of an emergency, in which case entry may be immediate and without notice.
 - 1) Reasons for such entry may include: The fact or threat of fire, flood, or any emergency or any other condition that may adversely affect the Common Areas or other unit(s). Inspection of the unit, upon due cause shown, for the presence of any vermin, insects, or other pests, or the presence of other health hazards, and for the purpose of taking such measures as may be necessary to control or exterminate such vermin, insects, or pests or remove such hazards, or noxious odors of concern permeating the Common Area from the unit.
2. VBCA Staff will make every effort to contact the occupant and/or Unit Owner before entering the unit under any circumstances.
3. Although VBCA Staff or Council has the right to enter the unit, they are not obligated to do so if circumstances exist that make them unavailable.
4. If a current emergency key has not been furnished or if the emergency key supplied does not work and access to a unit is necessary, VBCA Staff or Council shall have the right to remove the unit door lock(s) and/or unit door, by any means necessary. The Unit Owner shall be responsible for the repair or replacement of such locks and/or door and all costs associated. VBCA Staff or Council shall not be responsible for the damage to; removal of; security of; replacement of the unit door locks and/or unit door; or for any property within the unit which may be lost, stolen, or destroyed as a result of the damage to and/or removal of the unit door lock(s) and/or unit door. The unit will be left unsecure until the Unit Owner repairs it. VBCA Staff will make every effort to contact the occupant and/or Unit Owner before leaving the unit.

UNIT PATIO/BALCONY: Unit Owner, Resident, and Visitors SHALL REFRAIN FROM:

1. Displaying, placing, or affixing signs of any character, plaques, posters, notices, window displays, advertisements, wind chimes, garden, other adornments or items in/on/from patios/balconies.
2. Utilizing a clothes line, clothes drying rack, or airing laundry, linens, rugs, and the like in any manner in/on/from patio/balcony.
3. Storing, leaving or placing bicycles, motorcycles, mopeds, scooters, skis, sporting/gym equipment, toys, coolers, barbecues, carriages, strollers, vehicle parts, tools, ladders, mops, brooms, buckets, storage boxes, trash, cleaning materials, beverage bottles and caps, cans, cups, screens, windows, playpens, wagons, benches, pet carriers, pet cages, or pet items whatsoever, appliances, recycling or trash storage, shoes, or other articles of personal property on the patio/balcony.
ENCLOSED Patios/Balconies may utilize window treatments for shade, decorative purposes, and/or to block the view of the patio/balcony and allow the unit extra storage; however, the window treatments must, at all times, cover the entire window to keep the items from being exposed to public view.
4. Affixing, hanging, displaying, placing, installing, utilizing, or protruding an awning, canopy, shutters, antennas, aerial, fan, air conditioner, fencing, wire of any type, satellite dish, blind, shade, screen of any type, cable, stereo speakers, or any type item or object whatsoever to/in/on/from the patio/balcony, including the patio/balcony railing.
5. Shaking, sweeping, throwing, beating, or allowing wind to blow cigarettes, debris, rubbish, etc. from patio/balconies.
6. Igniting, using, keeping, or storing a charcoal cooking unit, brazier, hibachi, grill, or any gasoline, propane or other flammable liquid, or liquefied petroleum gas fired stove or containers on patios/balconies.
The Delaware State Fire Protection Regulation Title 16, Chapter 6611 forbids the use of equipment which poses a danger to life or property and violators will be reported.
7. Allowing unsupervised pets on patios/balconies and/or allowing pets to disturb neighbors from patios/balconies.
8. Nothing is to be hung over the patio railing at any time.
9. Removing the patio railing for any purpose or reason (Exception: railing repair needed).
10. Utilizing the patio/balcony for unit entrance and or exit for the Unit Owner, resident, visitor, or pet.
11. Utilizing the patio/balcony for moving items in or out of the unit or on or off of the patio/balcony.
12. Keeping the patio/balcony in a disorderly, unkempt, neglected, and uncared-for state. The patio/balcony is to be kept in a neat and clean manner.

Decorations as they pertain to the Patio/Balcony

VBCA Council reserves the right to limit the type and manner of furnishings and decorations displayed; they also reserve the right to determine what is considered to be tasteful, appropriate, and aesthetically acceptable decorations. All decorations and displays must meet the standards as determined by VBCA Council and are approved at the discretion of a majority of VBCA Council. The Unit Owner will receive written notification informing them of decoration issues, if a majority of VBCA Council agrees that a unit's patio/balcony decorations are in disrepair, aesthetically displeasing, inappropriate, or not within the standards as determined by VBCA Council.

Patio/Balcony standards for furniture, displays, and decorations:

Permitted - Customary patio furniture - Furniture specifically manufactured for outdoor use.

Permitted – Healthy plants may be displayed. Plants must remain well-tended, well-groomed, and pruned. Dead and dormant plants must be removed from sight as soon as their appearance is no longer aesthetically pleasing. Planters with no living plant in them must be removed as well. Plants must never grow through, over, or under the patio/balcony railing. To help avoid the possibility of items falling or blowing from a patio/balcony area, items must not be hung within eighteen (18) inches of the patio/balcony side of the railing. No item shall ever be hung above or beyond the railing area. Planting materials i.e. dirt, feed, tools, are not permitted to be stored on the patio/balcony.

Permitted - The display of customary and appropriate holiday decorations.

Holiday decorations must be removed within fifteen (15) days after the date of the holiday.

Not Permitted - Interior type furniture, such as upholstered couches, chairs or other fabric covered articles not intended for outdoor use.

Not Permitted - Wind socks, wind chimes, bird feeders, bird houses, bird baths, and decorative flags. These items may not, at any time, be placed, stored, displayed, utilized, hung, installed, or protruded in/on/to/from any unit patio/balcony.

PATIO/BALCONY UTILITY ROOM: Unit Owners, Residents, and Visitors MUST:

1. Keep the patio/balcony utility room doors clean, in proper functioning order, and in the closed position.
2. Keep the patio/balcony utility room doors correctly placed on their track, not hanging off the track, removed, or propped against a wall or other surface.
3. Keep the utility room clean and uncluttered.

UNIT WINDOWS

1. To ensure uniform external aesthetics for the buildings, all window treatments must show an exterior (the side facing outward) color that is either white or off-white. If other colors are used, they must be backed with a white or off-white lining so that the lining shows to the outside rather than the colored or decorative side.
2. Draperies, shades, or blinds are required for all unit windows, including the slider and bathroom.
3. Sheets, plastic, cardboard, plywood, or any material or item other than draperies, shades, or blinds is prohibited under any circumstances and without exception.
4. All windows must have screens. Bent, torn, or screens in disrepair must be replaced.
5. Window treatments must be maintained in good condition. Window treatments which are unsightly, dirty, damaged, in disrepair in any manner or do not hang properly must be repaired or replaced.
6. Airing laundry, linens, rugs, and the like in/on/from the windows is prohibited.
7. Animal Notices are permitted to be placed on one of the unit's window.
8. Affixing, hanging, displaying, placing, installing, utilizing, or protruding an awning, canopy, shutters, antennas, aerial, fan, air conditioner, wire of any type, satellite dish, lights, cable, stereo speakers, or any type item or object whatsoever to/on/in/from the window is prohibited.
9. Drapes, blinds, shades or any type window treatment whatsoever are never permitted to be hung from, adhered to, or displayed in any manner from the exterior of the window, including the slider or enclosure.
10. Shaking, sweeping, throwing, beating, or allowing wind to blow cigarettes, dirt, debris, rubbish, litter, etc. from windows is prohibited.
11. Moving items in or out of the unit window is prohibited.
12. Utilizing the unit window for unit entrance and or exit for the Unit Owner, resident, visitor, or pet is prohibited.
13. Allowing pets to disturb neighbors from unit windows is prohibited.

Decorations as they pertain to Unit Windows

VBCA Council reserves the right to limit the type and manner of decorations displayed; they also reserve the right to determine what is considered to be tasteful, appropriate, and aesthetically acceptable decorations. All decorations and displays must meet the standards as determined by VBCA Council and are approved at the discretion of a majority of VBCA Council. The Unit Owner will receive written notification informing them of decoration issues, if a majority of VBCA Council agrees that a unit's window decorations are in disrepair, aesthetically displeasing, inappropriate, or not within the standards as determined by VBCA Council.

Window standards for display and decorations:

Permitted - Healthy plants may be displayed on the interior window sill and may be seen from the exterior of the building.

Plants must remain well-tended, well-groomed, and pruned. Dead and dormant plants must be removed from sight as soon as their appearance is no longer aesthetically pleasing. Planters with no living plant in them must be removed as well. Plants must never grow through, over, or under the window screen or out the window.

Plants or any other items are never permitted to be placed or hung on the exterior of the window or enclosure.

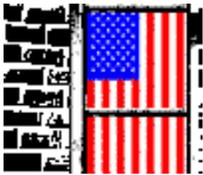
Planting materials i.e. dirt, feed, tools, are not permitted to be stored or displayed in the window.

Permitted - Electric or battery operated candles (absolutely NO burning candles) may be displayed. Bulb must be operational and light must be utilized on a regular basis (non-functioning candles are not permitted to be stored in window).

Permitted - The display of customary and appropriate holiday decorations.

Holiday decorations must be removed within fifteen (15) days after the date of the holiday.

Not Permitted - Signs of any character, plaques, posters, notices, window displays, advertisements, wind chimes, wind socks, bird feeders, bird baths, bird houses, decorative flags, bathroom items, personal items, or any item not listed as permitted.



The American Flag is never to be used for decoration purposes, but it may be displayed for Patriotic Purposes. In keeping with the American Flag Standards of Respect please practice the following Protocol and Etiquette. The Flag is to be hung on the interior side of your unit window with the view from the exterior side having the union at the head and over the left shoulder (Stars are to be in the upper left).

When displaying the Flag on the exterior of your unit door the same position applies.

OWNER PLANTINGS

Only existing unit flower beds are permitted (flower beds placed directly in front of a first floor unit).

1. Existing unit flower beds must be removed and restored to the original grassed state, prior to listing these units for sale.
2. All Common Area plantings require the advance approval of VBCA Council.
3. All existing plantings are subject to review by VBCA Council upon complaint of any VBCA Unit Owner.
4. Plantings made or moved without the advanced approval of VBCA Council are subject to removal and disposal without warning or notice to owner.
5. Dead plants and flowers are to be removed from sight as soon as their appearance is no longer aesthetically pleasing.
6. Flower beds, no matter how long the Unit Owner has been permitted to have it or whether it was established or inherited by the Unit Owner, must be maintained, by the Unit Owner. The flower bed must be trimmed, cleared, and cleaned in such a manner that it will ALWAYS appear to be well manicured. All flower beds must be manicured, immediately, whenever their growth interferes with walkways.
7. VBCA Council has the right to require a Unit Owner to remove plantings and restore a flower bed area to its pre-existing grassed state at any time, no matter how long the Unit Owner housed the flower bed and plantings. If the flower bed is not restored to its pre-existing grassed state by the Unit Owner and the VBCA Staff or Council is forced to intervene to restore it, a fine for the Rules and Regulations non-compliance, charges for the landscaper's services, charges for VBCA Staff time, and any other charges associated with the violation will be imposed to the unit account.
8. The Unit Owner may at any time choose to restore a flower bed area to its original condition, but they must notify VBCA Staff of their intent and notify VBCA Staff again once the restoration is complete.

9. Placing signs, flags, lamp posts, fencing, birdbaths, birdhouses, birdfeeders, animal facsimiles, any gardening adornment, any item or article other than plants in a Common Area flower bed, in or around Common Area trees, or anywhere within the Common Area is not permitted. All items or articles placed in the Common Area are subject to removal and disposal without warning or notice to owner.

COMMON AREA

Common Area consist of everything outside of unit interior walls, windows, doors (except air-conditioners and heaters) including elevators, hallways, and grounds.

Minimizing damages to our Common Areas helps to maintain and protect the quality of our Community. Practicing extreme diligence of care for our Common Areas is in the best interest of all Unit Owners and residents and full compliance of the Rules and Regulations is expected from all Unit Owners, residents, and visitors.

Residents please be certain to inform delivery personal associated with your unit of the Rules and Regulations, especially those Rules and Regulations that pertain to avoiding damages to our Common Area.

Residents reporting anyone they witness causing damage will aid us greatly. Determining who caused damages allows us to collect the funds needed to complete the repairs.

Unit Owners, Residents, and Visitors SHALL REFRAIN FROM:

1. DRAGGING any item on the hallway carpet.
2. Scrapping, dragging, or forcing any item through the Common Area doors, down the stairwell and hallway, or into or out of the elevator.
3. Obstructing any Common Area in any way or manner.
4. Altering, modifying, constructing, adding to, or removing any Common Area.
5. Utilizing any exterior area, other than walkways, for pedestrian ingress and egress.
6. Erecting, placing, affixing, or mounting signs of any character, plaques, posters, notices, editorials, window displays, advertisements, lamp posts, fences, birdbaths, wind chimes, flags, flowers, pictures, garden or other adornments anywhere within the Common Area.
7. Removing signs, plaques, notices, fences, lamp post, from the Common Area.
8. Writing, drawing, chalking, painting upon, spraying silly string, or otherwise defacing any Common Areas.
9. Painting, decorating, adorning, adding to, removing from, or changing in any manner, any Common Area Component, Element, or item, without prior permission to do so from VBCA Council.
10. Igniting fires except for the use of grills in VBCA picnic areas.
11. Riding any equipment or toy, including, but not limited to, tricycles, bicycles, skateboards, skates, roller-blades, scooters, or similar wheeled-toy items anywhere within the Common Areas of the Community.
Exempt: Handicap transportation devices.
12. Loitering, or playing upon the lawn area, parking area, driveway, sidewalk, elevator, laundry room, hallway, or any Common Area.
13. Carrying out any activity upon our Common Areas which could cause damage to the Common Areas or which could cause injury or damage to any person, vehicle, pet, or unit.
14. Utilizing a clothes line, clothes rack, or airing laundry, linens, rugs, and the like in any manner upon the Common Areas.

15. Storing, leaving or placing chairs, tables, barbecues, game equipment, baby carriages/strollers, bicycles, mopeds, scooters, skis, sporting/gym equipment, toys, coolers, vehicle parts, tools, ladders, laundry of any type, mops, brooms, buckets, storage boxes, trash, cleaning materials, beverage bottles and caps, cans, cups, screens, windows, clothing, blankets, towels, playpens, wagons, benches, appliances, recycling or trash storage, planting materials, shoes, or any items or articles whatsoever in any spot upon the Common Area not prescribed for such use by the Council.
This includes the laundry and dumpster room.
16. Affixing, hanging, displaying, placing, installing, utilizing, or protruding an awning, canopy, shutters, antennas, aerial, fan, air conditioner, wire of any type, satellite dish, blind, shade, screen of any type, lights, cable, speakers, statues, urns, or any type item or object whatsoever to/on/in/from the Common Area.
17. Using Common Area water without prior consent of VBCA Staff or Council.

OPEN HOUSE, ESTATE SALE, AND RUMMAGE SALE (or the like)

Is only permitted within the Rule and Regulation Guidelines.

1. Unit doors are not to be left open at any time.
2. Potential buyers are to be escorted by the Unit Owner or the Unit Owner's representative whenever they are traveling through the Building.
3. Ensure that none of the Open House activities disturb the neighbors' enjoyment of their home and don't violate their right to quiet.
4. Placing or displaying signs of any character, plaques, posters, notices, window displays, or advertisements which can be seen from the exterior of the building is prohibited; as is placing or displaying same anywhere within the VBCA Community is prohibited.
5. No Security or Fire Door is to be propped open or left open unattended at any time. Whenever the door is in use it must remain manned at all times.
6. Any loss or damages to the VBCA Property, Common Areas, or units incurred in connection with the Open House are expected to be rectified within seventy-two (72) hours.
7. Lock Boxes are only permitted to be placed in the Lock Box Cabinet located in the exterior brick wall outside of the VBCA Management Office entrance. Lock Boxes remaining in the cabinet thirty (30) days after the unit's settlement date will be disposed of. If identification is placed on the Lock Box VBCA Staff will make an effort to contact that person prior to the disposal of the lock box.

DISTURBANCES

Any use or practice which is a source of annoyance to residents or which interferes with the peaceful possession and proper use of the VBCA Property by its residents is prohibited.

Please ensure none of your activities disturb your neighbor's enjoyment of their home and don't violate their right to quiet.

1. Unit Owners, residents, and visitors shall display courtesy to their neighbors by exercising extreme care to avoid excessive noise at all times.
2. Unit Owners, residents, and visitors shall refrain from playing any musical instrument, radio, television, stereo, sound movie projector, tape recorder or similar devices, talk, sing, or whistle in such a manner as to be plainly audible or felt beyond the confines of the unit or vehicle nor shall they engage in any altercation at any time nor otherwise shout, yell or disturb the peace of or reasonably annoy and disturb the occupants of any other unit.
3. Unit Owners, residents, and visitors shall refrain from carrying out any action that would cause a noise disturbance in the Common Area, such as gathering in the hallway, laundry room, building entrance, sidewalk, parking area, etc.

4. No odor shall be emitted from any unit that is unreasonably noxious or offensive to others.
5. No lighting shall be utilized within the unit or on the exterior of the unit that causes a disturbance to other units or resident.
6. No person, including any Unit Owner, resident, or visitor shall enter or go through the Common Areas for the purpose of canvassing the residents, or for the purpose of vending, peddling or soliciting orders for any merchandise, book, periodical, or circular of any kind or nature whatsoever; or for the purpose of soliciting donations or contributions of any kind, or for distributing any handbill, pamphlet, circular, tract, book notice or advertising matter.
7. No Unit Owner or resident shall engage in or permit offensive activities or any noises that may be or become an annoyance or nuisance to the other residents; will interfere with the rights, comforts, or conveniences of other residents; may or does cause damage to any other unit or to the Common Areas; or results in the removal of any article or thing of value from any other unit or from the Common Areas.
8. Drinking of alcoholic beverages in any Common Area is prohibited.
9. Use of any unlawful substance within the Community is prohibited.

BUILDING SECURITY

A great majority of our residents value our Intercom Security System, unfortunately a minority of our residents diminish its value by propping open a Security Door and leaving it unattended or allowing strangers into the building when requested.

1. Leaving a security door open unattended is a violation.
2. Whenever the security door is in use it must remain manned at all times.
3. Permitting Building access to anyone not associated with you or your unit is a violation.
4. VBCA Management Office does not provide security keys indiscriminately and will only issue additional keys to Unit Owners who prove to have a real need. The cost of a security key is \$115.00. Security Key purchases are non-refundable.
5. Hallway Fire Doors are to be kept closed at all times in compliance with fire regulations.

TRASH DISPOSAL

The Trash Disposal Room is located on the First Floor of each Building. The Second and Third Floor each have the convenience of a Chute Room.

1. NEVER DRAG any item, especially trash bags or refuse, on the hallway carpet.
2. All trash, garbage, and refuse must be carried through the Common Area in a bag which is adequate to keep the trash, garbage, and/or refuse from soiling Common Areas.
3. All trash, garbage and refuse must be placed in securely tied plastic bags small enough to fit into the trash chute. Bigger bags must be securely tied and placed directly into the trash dumpster. Do not leave trash on the floor or beside the dumpster.
4. All recycle products are to be placed in the Recycle Dumpster.
5. All BOXES must be broken down to their smallest form and placed in the Recycle Dumpster.
6. Exterior Trash Receptacles are to be utilized for miscellaneous debris and properly wrapped pet waste. They ARE NOT to be utilized for the disposal of your collective household trash.
7. Trash or debris of any kind is never to be left or stored on the patio/balcony or left or stored in the Common Areas.

8. Do not leave garbage in the parking lot for VBCA Staff to dispose of.
9. Canine waste is NEVER to be disposed of in a dumpster. It is to be bagged, tied, and disposed of in an outside receptacle.
10. Litter, gravel, and bird cage liners must be double bagged, securely fastened, and gently placed directly into the trash dumpster on the 1st floor of your building.
11. Items that cannot be broken down and placed in the dumpster must be removed from VBCA Property by the Unit Owner or the Unit Owner's representative.
12. OVERSIZED ARTICLES, SUCH AS MATTRESSES, CARPETS, APPLIANCES, FURNITURE or ITEMS other than common trash ARE NEVER PERMITTED TO BE STORED OR DISCARDED IN THE DISPOSAL ROOM OR STORED, KEPT, OR LEFT IN THE COMMON AREAS. Arrangements for a bulk pick up MUST BE MADE with the City of Newark by the Unit Owner or the Unit Owner's representative. The items for pick up are to be placed at the exterior dumpster collection site for the building in which the unit is located. Be certain to inform the City of Newark of the site you will be utilizing and your billing address to be billed directly by them for the pick-up.
13. The Community Special Pickup is for the convenience of our residents. The items placed in the community special pickup are to be common household items from VBCA resident units. The community special pickup is not for Unit Owner's renovation materials from their unit or from their offsite home. Unit Owners are to schedule their own special pickup and pay for it when they are placing cabinets, appliances, carpets, flooring, sinks, toilets, etc. out for pickup. Unit Owners, residents, and visitors are not to use the community special Pickup for the disposal of their friends, families, or side job trash items.

LAUNDRY ROOM POLICIES

Laundry rooms are located on the first floor of each building.

1. Laundry room hours are 7:00 am to 11:00 pm. If the machines are being utilized outside of these hours, they may be unplugged by residents being disturbed by said machines.
2. Remove all debris from machines when you are done.
3. Be conscientious about what you wash and dry in the machines.
4. Each laundry room houses a trash can for the purpose of collecting laundry room trash. It is not to be utilized for the disposal of household trash.
5. Promptly remove your clothing as soon as the machines have stopped.
6. VBCA is not responsible for any lost or stolen items.
7. Caleco contact information is located on the laundry room bulletin board. Please call them directly if you need assistance.
8. Please be courteous to your neighbors and adhere to these policies.

STORAGE ROOM PROCEDURES

VBCA offers a storage bin for each unit. The size of the bin, not guaranteed, is approximately 4 x 4 x 4.

1. Each unit has a bin assigned to it. If your bin is not vacant, please contact the previous owner. If the previous owner cannot be reached, then please contact the VBCA Management Office.
2. There is absolutely no guarantee that your assigned bin will be on the same floor as your unit.

3. Contact VBCA Management Office at least twenty-four (24) hours in advance to schedule an appointment for storage access. VBCA Staff member will knock on your unit door at the appointment time and escort you to the storage room. They can only allow 15 minutes for the call so you must be prepared to complete your storage needs within that time.
4. VBCA Staff member is not permitted to assist you with packing, carrying, moving, or maneuvering your items or help you in any manner other than gaining you access to the storage room.
5. A Storage Form must be submitted to VBCA Management Office for residents who lend/borrow bins.
6. In accordance with The Delaware State Fire Protection Regulation NO items are to be placed outside of the Bin. VBCA Staff will remove and dispose of any items outside the bin without any attempt to identify the owner.
7. No articles will be stored in the bins that will create a fire hazard, be in violation of the public laws and regulations, or increase insurance rates of the building.
8. Label each item in the bin with your name and unit #.
9. The Resident utilizing the bin is responsible for the cleanliness and maintenance of that area.
10. All personal property placed in the storage areas shall be at the sole risk of the property Owner. VBCA will not be liable for the loss, destruction, theft or damage to such property.
11. Items left in storage by residents who have vacated the unit will be held for thirty (30) days from the date of move out. If items remain in storage after thirty (30) days they will be disposed of.

COMMUNITY ROOM

The community room is for the exclusive use of Unit Owners, residents, and their guest.

1. The Unit Owner shall be charged for community room damages caused by anyone associated with the unit.
2. All those in attendance and those associated with those in attendance shall conduct themselves so that their actions will not be offensive or annoying to others and shall comply with VBCA Rules and Regulations.
3. Contact VBCA Management Office to place a reservation and receive information about the rental and deposit fee.

MOVING

Practice extreme diligence of care for our Common Areas. Unit Owners and residents instructing and watching their moving company will help to avoid damages.

1. DO NOT DRAG ANY ITEM ON THE HALLWAY CARPET.
2. Moving companies or other furniture movers, including Unit Owner or unit occupants shall neither move into units or out of units before 8:00 am or after 8:00 pm.
3. No moving vans, trucks, any type of vehicle, carts, carriages, pedestrians, machinery, or other item are permitted on any lawn area.
4. No moving vans, trucks, or any type of vehicle are permitted on any sidewalk area.
5. Moving vans/trucks are not permitted to be parked on the premises overnight and will be towed at the owners' expense.
6. Security doors must be manned at all times if it is to be held open to expedite the move.
7. VBCA Staff is not permitted to assist you in moving your items.
8. Holding of the elevator is not permitted.

MOTOR VEHICLES and PARKING

VBCA residents are permitted one (1) vehicle per licensed driver and no more than two (2) vehicles per unit.

1. VBCA residents are required to obtain Parking Permits from VBCA Management Office for all vehicles associated with their unit. Permanent Parking Permits must be displayed in the lower right side (passenger side) of the windshield. The requirements are as follows:
 - 1) Permanent Vehicle: A VBCA Permanent Parking Permit.
 - 2) Temporary Replacement Vehicle: A VBCA Temporary Parking Permit.
 - 3) Guest's Vehicle: A VBCA Temporary Parking Permit for guest who plan to visit in excess of three (3) nights.Non-compliance will cause a VBCA Tow Ticket to be posted on the vehicle windshield allowing forty-eight (48) hours to correct the non-compliance. If non-compliance is not rectified, vehicle will be towed.
2. All vehicles within VBCA Property must be in operable condition, have a legal plate, and a legal and current inspection sticker. Non-compliance will cause a VBCA Tow Ticket to be posted on the vehicle windshield allowing forty-eight (48) hours to correct the non-compliance. If non-compliance is not rectified, vehicle will be towed.
3. No Vehicle is to be utilized as a storage facility. Non-compliance will cause a VBCA Tow Ticket to be posted on the vehicle windshield allowing forty-eight (48) hours to correct the non-compliance. If non-compliance is not rectified, vehicle will be towed.
4. Recreational vehicles, trailers, boats, snowmobiles, etc. are not permitted to be parked within VBCA Property. Non-compliance will cause vehicle to be towed.
5. Moving and delivery vans are permitted to be parked within VBCA Property for brief periods while loading or unloading. Non-compliance will cause vehicle to be towed.
6. No vehicles other than automobiles, motorcycles, and trucks (small trucks with no more than 4 wheels) may be parked within VBCA Property. Non-compliance will cause vehicle to be towed or applicable fines, fees, and charges to be imposed for each non-compliance occurrence.
7. Parked vehicles are NOT permitted to take up more than one designated parking space. Vehicles must be parked within the designated parking space's painted lines; not on or over. The adjacent parking spaces must be left with enough room to allow another vehicle to be parked with ease; without your vehicle causing the other vehicle to have a reduced or obstructed parking space. Non-compliance will cause vehicle to be towed or applicable fines, fees, and charges to be imposed for each non-compliance occurrence.
8. Vehicles are only permitted to be parked within the designated parking spaces. Non-compliance will cause vehicle to be towed or applicable fines, fees, and charges to be imposed for each non-compliance occurrence.
9. Vehicles with apparatus or cargo which extends beyond the width or length of the vehicle cause obstruction to pedestrians, do not fit within the designated parking spaces, and are not permitted to be parked within VBCA Property. Non-compliance will cause vehicle to be towed or applicable fines, fees, and charges to be imposed for each non-compliance occurrence.
10. All vehicles shall be parked in a manner as to not obstruct the sidewalk area with the protrusion of the vehicle bumper, fender, apparatus, or cargo. This obstruction reduces the walkway for pedestrians and wheelchairs and cannot be permitted. Non-compliance will cause vehicle to be towed or applicable fines, fees, and charges to be imposed for each non-compliance occurrence.
11. No vehicle shall stand or park alongside or in the middle of any driveway. Non-compliance will cause vehicle to be towed or applicable fines, fees, and charges to be imposed for each non-compliance occurrence.
12. Vehicles parked with the tailgate in the down position or trunk door in the open position obstruct the driveway for other moving vehicles and cannot be permitted. Non-compliance will cause vehicle to be towed or applicable fines, fees, and charges to be imposed for each non-compliance occurrence.

13. Parking in a Fire Lane is prohibited. If a need should arise to utilize the Fire Lane to load or discharge a passenger, the vehicle must be attended at all times while in the Fire Lane. Non-compliance will cause vehicle to be towed or applicable fines, fees, and charges to be imposed for each non-compliance occurrence.
14. It is strictly prohibited to ride, drive, or park any vehicle on any sidewalk or lawn area within VBCA Property. Non-compliance will cause vehicle to be towed and damage charges to be imposed, if applicable, and or applicable fines, fees, and charges to be imposed for each non-compliance occurrence.
15. No person shall bring or keep within VBCA Property any vehicle not equipped with a proper muffler in good working order, or any vehicle that generates an unreasonable amount of noise. Applicable fines, fees, and charges will be imposed for each non-compliance occurrence. Vehicle will be towed after a total of three (3) occurrences.
16. Vehicles leaking fluids are not to be parked within the VBCA Property. In case of a leak, the fluid ***must not*** be permitted to remain or accumulate, the fluid must be cleaned up immediately. Applicable fines, fees, and charges will be imposed for each non-compliance occurrence. Vehicle will be towed after a total of three (3) consecutive occurrences.
17. Full body vehicle covers are not permitted. EXCEPTION: Motorcycles are permitted to be 100% covered. Applicable fines, fees, and charges will be imposed for each non-compliance occurrence, an occurrence being each twenty-four (24) hours.
18. Residents who register two (2) permanent vehicles may park one (1) vehicle in parking areas adjacent to the resident's building; the second vehicle MUST be parked in parking areas away from the resident's building. Applicable fines, fees, and charges will be imposed for each non-compliance occurrence, an occurrence being each twenty-four (24) hours.
19. Playing the vehicle stereo in such a manner as to be plainly audible to passing pedestrians, screeching tires, and/or blowing of the car horn (without the purpose of it being for the safe operation of the vehicle) is not permitted. Applicable fines, fees, and charges will be imposed for each non-compliance occurrence.
20. Utilizing parking spaces for the storage of Pods (or any item of like), furniture, automotive repair, unit remodeling/repair materials, unit remodeling/repair work area, or any purpose other than for the parking of vehicles is prohibited. Applicable fines, fees, and charges will be imposed for each non-compliance occurrence.
21. Vehicular speed limit for all VBCA Driveways is ten (10) mph. Applicable fines will be imposed for each non-compliance occurrence.
22. No vehicle is to be mechanically serviced, washed, polished, or vacuumed within VBCA Property. Applicable fines, fees, and charges will be imposed for each non-compliance occurrence.
23. Vehicle trash, dirt, debris, smoking materials, ash, bottles, etc. are never to be emptied onto VBCA Common Grounds. Applicable fines, fees, and charges will be imposed for each non-compliance occurrence.
24. Residents are permitted to change flat tires, jump car batteries, and clear snow, ice, and dirt from vehicle's windows.

VBCA cannot be expected to know if you are on vacation or not available to receive a VBCA Tow Ticket notice, so we strongly suggest that you become familiar with the Motor Vehicle and Parking Rules and Regulations and make certain that your vehicle is in compliance with them at all times.

If we can identify the unit associated with a vehicle that has an expired inspection sticker we will attempt to deliver the VBCA Tow Ticket to the unit door. If no one is home to receive the VBCA Tow Ticket and if it does not fit under the unit door, we will attempt to contact you via telephone or email and post the VBCA Tow Ticket on the vehicle windshield. You will be allowed forty-eight (48) hours to correct the non-compliance. If non-compliance is not rectified, vehicle will be towed.

Vehicles Towed, will be at the Owner's Expense.

HANDICAP PARKING

In Accordance with the Americans with Disabilities Act VBCA will make reasonable accommodations to our policies and practices for persons with disabilities.

1. Permanent residents of VBCA with a valid Handicap License Tag, Handicap Placard, or Medical Statement of Need will receive a reserved handicap parking space.
2. VBCA Staff will make every effort to accommodate the request of chosen placement for the reserved handicap parking space.
3. Once assigned, the handicap sign will be marked with a reservation number for the use of that resident only. The resident's VBCA parking permit will have the corresponding number for that designated sign.
4. The resident's handicap license tag or placard must be PROPERLY DISPLAYED AT ALL TIMES while the vehicle is within VBCA Property. Absence of the handicap license tag or placard will place the vehicle at risk for tow.
5. The resident's VBCA parking permit must be PROPERLY DISPLAYED AT ALL TIMES while the vehicle is within VBCA Property. Absence of the VBCA parking permit will place the vehicle at risk for tow.
6. Residents issued a reserved handicap parking space ARE NOT PERMITTED to park in any other parking space. Exception: if a vehicle has parked in resident's reserved parking space.
7. Vehicles parked in a reserved handicap parking space, which is not assigned to them, will be towed.
8. Residents assigned a reserved handicap parking space *must use only that assigned parking space*. Residents not using their reserved handicap parking space will have it revoked.
9. VBCA Management Office is to be notified immediately, when a resident is no longer in need of a reserved handicap parking space.

BICYCLE PARKING

The VBCA Bicycle rack is available on a first-come basis with no charge for use.

1. Only VBCA residents and their guest are permitted to utilize the VBCA bicycle rack.
2. In order to make certain that the bicycles stored in the VBCA bicycle rack belong to VBCA residents and to identify VBCA owners of bicycles in violation, all bicycles must be registered with VBCA Management Office.
3. All bicycles must display the VBCA bicycle permit.
4. Only bicycles may be stored in the bicycle rack.
5. All bicycles must be parked and locked perpendicular to the bicycle rack so that the front or rear wheel is in the bicycle rack cradle. No bicycle may be parked adjacent to the bicycle rack or anywhere else within the VBCA Common Area.
6. Bicycles in violation of this policy or that have been abandoned, are inoperable, or derelict are subject to removal without notice. If the bicycle is not claimed within thirty (30) days of the date of removal, the bicycle will be disposed of.
7. All bicycles parked in VBCA bicycle rack are parked at the sole risk of the bicycle owner. VBCA Staff nor Council shall be liable for any loss, damage or expense that may be suffered or sustained in connection with use of the bicycle rack or enforcement of the Rules and Regulations.

LITTERING

Paper, cans, bottles and caps, ashes, or any debris shall never be left on the Common Area interior floors or exterior grounds.

SMOKING

1. The Ash Buckets, located at the Exterior of the Building entrance, are not for the purpose of designating the entrance as a smoking area. They are located at the entrance to allow for the extinguishing of smoking materials prior to entering the Building's Interior Common Areas.
2. NO SMOKING is to take place at the Building Exterior Entrance or within the Building's Interior Common Areas.
3. Anyone smoking outside while in the VBCA Community must remain a reasonable distance (25 feet or more) of doorways, windows, and building ingress and egress paths; nor is anyone permitted to utilize our lawn area as a smoking area.
4. **Smoking materials** thrown, tossed, flicked, or blown into the Common Area **are Litter**. Smoking materials are to be extinguished and disposed of properly within your unit or within the ash bucket, located at the exterior of the building entrance. They are not be left on the patio/balcony to be blown into the Common Area, nor are they to be thrown, tossed, or flicked about the Common Areas.

PICNIC/BARBECUE AREA

The use of the Picnic/Barbecue area is restricted to residents and their guests.

1. Residents must accompany their guest while they are in the picnic/barbecue area and will be responsible for ensuring that they nor their guest disturb the neighbor's enjoyment of their home and don't violate their right to quiet.
2. Picnic/Barbecue area is available on a first-come basis. If there are people waiting to use the barbecue, then only one barbecue per unit is allowed.
Exception: The VBCA Council reserves the right to reserve and permit exclusive use of the picnic/ barbecue area for Events Committee Fund Raisers and Community Dinners.
3. Due to close proximity of units, the picnic/barbecue areas are permitted to be utilized between the hours of 8:00 a.m. and 9:00 p.m., only. Music or heavy noise is not permitted, at any time.
4. Children must be supervised and accompanied by an adult at all times.
5. Cooking is never to be left unattended.
6. Each user must clean the barbecue and the tables they used, after each use.
7. All garbage must be wrapped, tied, and placed in the disposal containers.
8. The resident hosting the personal activity is wholly responsible for fines issued by any government, law enforcement agency, VBCA Staff or Council as a result of their activities or actions.
9. The resident hosting the personal activity is wholly responsible for losses, liabilities, and personal injuries.
10. The resident hosting the personal activity is responsible for all personal items left within the picnic/barbecue area and VBCA shall bear no responsibility for the theft, damage, or destruction of any belongings.
11. Residents may utilize portable chairs in the picnic/barbecue area. Any chairs brought to the area must be removed from the area whenever you leave the area. Chairs must be in good repair and functioning properly.
12. No sunbathing is permitted within the VBCA Common Area, including the picnic/barbecue areas.
Exception: Sunbathing is permitted within the pool area during pool operation Hours.
13. No sports are permitted to be played within the VBCA Common Area, including the picnic/barbecue area and the pool area. Exception: Board games are permitted at the picnic tables in the picnic area and pool area.

POOL RULES

The Pool Area is for the exclusive use of VBCA Unit Owners, residents, and their guest.

1. The Unit Owner shall be charged for any damage caused to the pool area by anyone associated with the unit.
2. All persons using the pool area shall refrain from carrying out any action that would cause a noise disturbance and shall conduct themselves so that their actions will not be offensive or annoying to others.
3. All pool patrons must obey the Pool Rules and Regulations.
4. Access to the pool area and pool is restricted to times when pool is officially open and a lifeguard is on duty.
5. Anyone using the pool area does so at their own risk and cannot hold Pool Management or VBCA responsible for any accidents or loss or damage to any personal property of any kind.
6. Unit Owner, resident, and guest will not be permitted into the pool area if the Unit Owner is delinquent and/or in violation of the Bylaws.
7. Prior to entering the pool area all patrons must present a valid VBCA Pool Photo ID to the lifeguard and sign the register.
8. Passes must remain visible while in the pool area.
9. Guest passes may be purchased at VBCA Management Office.
10. Guest MUST be accompanied by a VBCA Pool Photo ID holder while in the pool area.
11. Items, not belonging to VBCA, are not permitted to be left in the pool area or pool bath houses. All items left behind will be disposed of, upon discovery.
12. Bicycles, balls of any kind, frisbees, rafts, mats, surfboards, toys, flotation devices, wheeled toys, etc. are not permitted in the pool area.
13. Running, pushing, wrestling or any other undue disturbances will not be tolerated.
14. Only service or assist animals are permitted in the pool area.
15. Admission will be refused to all persons having, open sores, bandages of any kind, infectious diseases, sore or inflamed eyes, colds, nasal or ear discharge, or any communicable disease of any kind.
16. Spouting of water and similar unhygienic actions will not be permitted in the pool.
17. Food is permitted ONLY in the designated areas.
18. Glass containers are not permitted in or around the pool area.
19. All trash and refuse must be placed in the receptacles provided.
20. Smoking and the possession and/or consumption of alcohol or drugs within the pool area is strictly prohibited.
21. Intoxicated patrons will be refused admission to the pool area and/or will be required to leave the pool area if they become intoxicated after receiving entry.
22. A swimming test, deemed appropriate by the lifeguard on duty, will be required of all beginning swimmers.
23. Children wearing diapers must also wear plastic pants.

24. Children under 12 years of age must be accompanied by an adult, 18 years or older.
25. Children using Swimmies must be kept within arm's length of their supervising adult.
26. The wading pool is limited to children age 10 and under and their supervising adult.
27. The lifeguard is in complete charge of the pool and the pool area. All pool patrons will abide by his/her instructions related to admission, safety, rules, and conduct. The lifeguard has the absolute authorization to deny any Unit Owner, resident, or guest use of this facility.

VBCA Council shall have the right to impose the following penalties to pool patron for non-compliance of the Pool Rules and Regulations.

- 1) Suspension of pool privileges
- 2) Ban from the pool

PET POLICY

As a privilege, not as a right, VBCA welcomes and permits two (2) well-behaved Pets per unit (any combination of domesticated dog, cat, and bird). No more than two (2) pets are permitted in a unit at any given time.

1. Aquarium turtles and fish are permitted, but tank(s) are never to exceed one hundred (100) gallon combined capacity.
2. Only the above listed animals will be permitted within VBCA Property.
3. The maintenance, keeping, boarding, or raising of hamsters, ferrets, mice, rats, gerbils, guinea pigs, chinchillas, lizards, reptiles, snakes, poultry, rabbits, pigs, insects, spiders, livestock, rodents, etc. is prohibited within VBCA Property, Buildings, or units for any length of time under any circumstances.
4. All dogs and cats must have current rabies vaccination.
5. Cats must be litter-box trained.
6. Birds must be non-squawking/non-screaming, healthy, free from disease and caged.
7. Pets must be neutered or spayed by six months of age unless the procedure is deemed medically unsafe by a veterinarian.
8. No attack dogs, or dogs of a vicious nature or temperament, are permitted.
9. Any unit which houses a pet may be inspected by VBCA Staff or Council within thirty (30) days of the pet's initial occupancy. Subsequent inspections may be at the discretion of VBCA Staff or Council with twenty-four (24) hour notice given, except in situations where VBCA Staff or Council determines an emergency exists and immediate entry is necessary or that another situation calls for immediate entry.
10. VBCA Staff or Council reserves the right to address any undesirable or offensive situation involving a pet, which is not addressed within this Pet Policy.
11. Pet owners, for their own protection, are strongly urged to acquire liability insurance.

PET REGISTRATION

A pet is not considered to be a permitted pet until the pet registration has been approved by VBCA Staff or Council. The pet owner must bring the pet to the VBCA Management Office to discuss the right to house a pet in the VBCA Community and complete a VBCA Pet Registration Form.

The following information will be needed in order to complete the Pet Registration Form:

1. A clear color photograph of the pet.
2. A statement from a licensed veterinarian or a State or local authority empowered to inoculate animals stating that all required inoculations have been received.
3. A proof of pets required licenses.
4. Any pertinent information deemed necessary by the VBCA Staff or Council.

PET SANITARY STANDARDS

Animal waste is unsightly and is a health hazard for residents and other animals.

1. If a pet defecates or vomits anywhere within VBCA Community, the pet owner or the pet owner's representative must *IMMEDIATELY* collect and suitably dispose of the waste.
2. Absolutely no pet waste is to be carried in from the exterior grounds and placed within the interior dumpster. Pet waste is to be placed in the Exterior Trash Receptacles.
3. Pets are not allowed to expel any waste in hallways, elevators, lobbies, driveways, any paved area, or near any building entrance, near any patio, near any unit window, in or about the mulched areas or gardens, on any unit flooring, or on any patio/balcony. Moreover, in the event such prohibited pet relief occurs, the Unit Owner will take immediate steps to remove and thoroughly clean the area of all pet waste. In addition, the Unit Owner will be assessed for any repairs/replacements to such Common Areas or Elements as a result of the pet relief damage.
4. Litter, gravel, or bird mess/food must never be placed in or flushed down the toilet or any other plumbing fixtures.
5. Litter, gravel, and bird cage liners must be double bagged, securely fastened, and gently placed directly into the dumpster on the 1st floor of the building.
6. All pets will be maintained in a clean and odor free manner, ensuring no annoyance for neighbors.
7. The Unit Owner will immediately rectify pet odor permeating the Common Area. If the unit odor continues to invade the Common Area the Unit Owner will lose the privilege to house a pet.

PET RULES

1. Pets must be locked securely away whenever a VBCA Staff Member is in the unit.
2. Dogs shall not be left unattended in any unit for more than 12 hours.
3. All pets must be carried either in a carrier or held in the arms of the pet owner or the pet owner's representative whenever the pet is not closed leashed with the pet owner or the pet owner's representative holding the opposite end of the leash whenever in the Common Areas.
4. No pet or animal is permitted to be fed outside within VBCA Property.
5. No pet or animal is permitted to be tied or unattended within VBCA Common Area.
6. No pet or animal is permitted to be housed, tied, or left unattended on any patio or balcony.

7. No pet is permitted to walk or run at large or roam free within VBCA Property.
8. No pet or animal paraphernalia is permitted to be kept or stored on any patio or balcony, placed in or stored in any window, or Common Area.
9. The pet owner or pet owner's representative must remove any deceased animal from VBCA Property within twenty-four (24) hours of the animal's death.
10. Pet owners are responsible for ensuring that their pet does not act in a territorial, protective, possessive, predatory, status-seeking, fear, defensive, dominance, social, frustration-elicited, pain-elicited, or status-seeking aggressive manner or chase, assault, jump at, pounce or scratch at people, animals, or cars or otherwise interfere with the freedom of movement of persons, pets, or cars or create a threatening disturbance in any or other ways within VBCA Property. If the pet should act in the aforementioned manner or if the pet should become vicious, inflicts bites or attacks a human being or pet, approaches any person in apparent attitude of attack, approaches any person in a vicious or terrorizing manner, develops a propensity, tendency or disposition to attack unprovoked, engages in, or is found to have been trained to engage in, exhibitions of dog fighting, becomes a menace, displays threatening or aggressive behavior to cause injury or otherwise threaten or endanger the safety of human beings or pets; displays symptoms of severe illness, or demonstrates other uncontrollable behavior(s) that constitutes a threat to the health and safety of the residents of VBCA Community then the pet must be removed from VBCA Property, immediately. The pet will be permanently banned from VBCA Property by VBCA Staff or Council and the Unit Owner shall be responsible for removing the offending animal.
 - 1) Dogs who have a first offense of aggressive behavior, but did not cause harm or injury, will be permitted to utilize a muzzle at all times when in the Common Areas. If the dog should have a second occurrence of aggressive behavior the pet owner will have their privilege to house a pet revoked.
11. All pets must be kept under strict control by the pet owner or pet owner's representative at all times. The pet owner or pet owner's representative must be aware at all times that neighbors have a right to expect to reside here in peace with minimal disturbance. The pet owner or pet owner's representative is required to prohibit the pet from making loud, disturbing noises and behaving in a manner that is considered annoying to the neighboring residents. The pet owner or pet owner's representative must ensure that the unit is occupied in such a manner so as not to disrupt or cause nuisance to any neighbor. Nuisance behavior includes, but is not limited to:
 - 1) Unruly behavior causing personal injury or property damage.
 - 2) Making noise continuously and/or incessantly for a period of 10 minutes or intermittently for one (1) hour or more.

PET GUARDIAN

The name, address, and telephone number of a designated responsible person who will assume the care of the pet if the pet owner is incapacitated or otherwise unable to care for the pet must be submitted to VBCA Management Office.

PET NON-COMPLIANCE COMPLAINT PROCEDURE

If a neighbor's pet is being offensive, the offended party should first talk with the pet owner and request expedient resolution to the issue. If the offense continues, written details should be submitted to VBCA Management Office or Council explaining the offense, time, place, pet description, pet owner's name, address, etc. Absent the receipt of a written complaint from two residents, contact will be made with the pet owner to discuss the issue; however, if two residents in good standing, each from separate units, submit a written complaint against a pet owner a formal review of the matter will take place. If a neighbor's pet is being offensive, the offended party has every right to contact law enforcement whenever they feel justified in doing so.

SANCTIONS and PENALTIES as they pertain to Pets

These sanctions and penalties are in addition to the sanctions and penalties outlined on page one (1) and two (2) of this edition of the VBCA Rules and Regulations.

The Unit Owner of the unit in which a pet, animal, fish, etc. resides or is associated with will be held responsible and financially liable for damages caused by the pet, animal, fish, etc. including, but not limited to, dog urination killing plant life, staining the grass, damaging shrubs, damaging carpeting, damaging paint, and chemical damage or other such materials used in an attempt to remedy said damage. The Unit Owner will be held responsible and financially liable for damages caused by any equipment associated with pet, animal, fish, etc., as well. All fines, fees, and charges necessary to enforce the Pet Rules and Regulations will be levied against the Unit Owner of the unit in which the pet, animal, fish, etc. resides or is associated with and shall be an assessment against the Owner's unit and subject to all lien and collection powers of VBCA.

Applicable fines, fees, and charges will be imposed against the unit associated with the pet for each Pet Rule and Regulation non-compliance occurrence. Repeated violations will lead to the Pet Privilege being revoked.

If a resident is in violation of *housing more than two (2) pets*. A \$50.00 fine will be imposed against the unit every twenty-four (24) hours, per pet over the permitted limit, until the pet(s) is permanently removed from VBCA Property. The limit includes visiting pets.

If a resident is in violation of *housing unregistered pets* and is within the two (2) pet limit. The Unit Owner will have seven (7) days to have the pet(s) properly registered with VBCA Management Office. On the eighth (8th) day and every day thereafter a \$50.00 fine will be imposed every twenty-four (24) hours, for each pet not registered, until the pet(s) is removed from VBCA Property or properly registered.

If a resident is in violation of *housing a prohibited animal*. A \$50.00 fine will be imposed against the unit every twenty-four (24) hours, per animal, until the animal(s) is permanently removed from VBCA Property.

If the *privilege to house a pet is revoked* due to the pet's nuisance behavior, lack of care by the pet owner, lack of maintenance by the pet owner causing noxious odor to permeate the Common Area or other units, repeated Pet Rule and Regulation violations, the health or safety of a pet is threatened by the death or incapacity of its' owner, or if for any reason the pet owner is unable to care for the pet properly the Unit Owner will have thirty (30) days to permanently remove the pet from the VBCA Property. On the thirty-first (31st) day and every day thereafter a \$50.00 fine will be imposed every twenty-four (24) hours until the pet(s) is permanently removed from VBCA Property.

If the *privilege to house a pet is revoked* due to the pet becoming a menace, exhibiting threatening or aggressive behavior, causing injury or otherwise endangering the safety of human beings or domestic animals; displaying symptoms of severe illness, or demonstrating other uncontrollable behavior(s) that constitutes a threat to the health and safety of the residents of the VBCA Community the Unit Owner will have one (1) day to permanently remove the animal from the VBCA Property. On the second (2nd) day and every day thereafter a \$50.00 fine will be imposed every twenty-four (24) hours until the pet(s) is permanently removed from VBCA Property.

In addition to the above stated fines, VBCA Staff fees for time spent to rectify the Pet Rules and Regulations non-compliance, Attorney and Court fees, including for Injunctive Relief against the Unit Owner, and charges for Contractor and Professional Services for restorations, repairs, and/or replacement of damaged areas, if applicable, will also be imposed against the unit account.