

**CLIFF HOUSE
CONDOMINIUM
RULES & REGULATIONS**

2018

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FOREWORD

Dear Unit Owner(s):

On January 1, 2018 Brandywine Valley Properties (BVP) began managing Cliff House Condominiums. BVP has been involved in property management for over 25 years. For any maintenance related matters call 302-218-3688. This number will direct you to the emergency after hours number if needed. For all account information call 302-475-7660. The mailing address is:

Cliff House Condominium Association
c/o Brandywine Valley Properties
PO Box 7368
Wilmington, DE 19803

SECURITY & EMERGENCY ALARM

Ingress and egress to Cliff House Condominiums as well as fire alarms and elevator emergencies are monitored. Entrance to the building can only be attained by use of a security card. Two-bedroom Unit owners can be supplied with up to 3 security cards, one bedroom and efficiency unit owners 2 cards. Additional or replacement cards due to loss can be purchased through your Property Manager at a cost of \$50 per card. Owners and tenants must turn over all security cards in their possession at time of sale or expiration of lease.

FIRE SAFETY

In case of fire the fire alarm will automatically be activated. **NO ONE OTHER THAN FIRE DEPARTMENT PERSONNEL ARE PERMITTED TO TURN IT OFF.**

IN THE EVENT OF A FIRE, ELEVATORS WILL NOT BE IN SERVICE. To evacuate the building, use the stairwells at either **end** of the building – **the center stairwell is not a fire exit.** All fire alarms should be taken seriously. When the alarm sounds, exit your unit and **leave the building immediately. Do not congregate in the lobby or entranceways.**

If you're disabled, please give your name to your property manager so it can be placed on a list. Special assistance will be provided to you,

If you're a smoker, be sure your cigars and cigarettes are completely out before disposing of them. Never toss them over the balcony.

ASSOCIATION FEES & Payment Options

Association fees are due on the first of each month. Coupon books with mailing envelopes will be provided to you upon request by Brandywine Valley Properties. If you pay by check, it should be made out to Cliff House Condominium Association. You can place your payment in the drop box located outside of the elevators, or mail this in (address listed in Forward section). Payments placed in the drop box are picked up by management. Please make sure your unit is listed on your check.

If payment of your Association Fee is not received by the 10th of the month, a late fee of one hundred dollars (\$100) will be assessed to your account(s) and interest on the delinquent payment or payments will be assessed to your account(s) and interest on the delinquent payment or payments will accrue at the annual rate allowed by law.

TO ALLOW ENTRANCE TO THE BUILDING USING THE ENTRANCE PHONES

When guests or delivery people use the entry phones to call you, answer your phone, inform the person not to hang up until they hear "the click" sound of the door lock being released on the security door, press the number "9" on your phone and hold down a couple of seconds *before* you hang up; this will release the lock. It is strictly forbidden to place any type of object in the doorway to keep the security doors open!

EMERGENCY NUMBERS

	<u>Emergency</u>	<u>Non-Emergency</u>
Delaware State Police (Troop 1)	911	302-573-2800
Fire Department (Claymont Fire Co.)	911	302-475-3715
Ambulance	911	
Delmarva Power Company (Emergency numbers after hours)		
Gas Leak	302-454-0313	
Electric Changes	302-454-0327	

INSURANCE REQUIREMENTS

Cliff House Owners Association insures the common elements as described in your Association documents via a Special Form Policy. The interior contents, of such individual's unit are the owners' insurance responsibility. Owners are responsible to pay the master policy deductible in the event of an insurable loss. The type of policy you need is HO-6 Condominium Owners policy. **Owners are strongly encouraged to procure their own condominium owners insurance to insure their personal property and those parts of your unit that aren't covered by the Association's insurance policy. Likewise, renters at Cliff House should procure their own renters insurance policy for the same reason.**

If you need a copy of the current Certificate of insurance for your mortgage or insurance company, please contact your property manager for current insurance carrier.

MAIL & PARCEL DELIVERIES

The Edgemoor Branch US Post Office Phone number. 302-762-1833 and/or 1-800-275-8777 delivers mail to Cliff House on the usual Monday-Saturday delivery days, excluding holidays, in the mail boxes which are down a level across from the rear entrance to the building. There is also a mail slot for outgoing mail located to the left of the mailboxes. You have your own personal box which is accessed with a key provided to by the previous homeowner or through your realtor at settlement. **Neither Cliff House nor BVP assumes responsibility for packages left at the homeowner's unit door or left in the mailroom. All deliveries should be made at the Rear Entrance (mailroom lobby door).**

MAINTENANCE

24-Hour Brandywine Valley Properties

If you have a maintenance concern contact Brandywine Valley Properties (302-218-3688)

MOVING IN OR OUT RULES

New unit owners are required to pay a non-refundable move-in fee of \$500 which will be deposited into the Cliff House Cash Reserve Account. This fee must be paid in advance of the actual move in and will normally appear as a charge on your settlement sheet. If the settlement attorney fails to collect the move-in fee, it remains the obligation of the new unit owner. Owner's who rent out their units must pay this fee for all new leases and please note that **the same rule applies each time a 100% change of occupancy is made.** The Association's charge of this fee covers extra wear and tear on the facility, however, if any damage to the common elements occurs during the move-in/out process and the cost of repair that damage exceeds the \$500 deposit, the homeowner is liable for the full cost of repair and will be billed accordingly.

Moving in or out of a condominium can create an inconvenience to other residents. To keep inconvenience to a minimum, please abide by the following rules:

1. Notification of either a move in or out of the building MUST be given to the Property Manager a minimum of 72 hours ahead of the planned move. Notice of one week is preferable if possible.
2. **Moving hours are restricted to 8am-4pm, Monday thru Saturday. Sunday and Holiday moves are prohibited.** Your requested day(s) for a move in or out will be noted. If you need additional time on top of the requested day(s) you MUST let the Property Manager know. Please ensure you allocate adequate time for a planned move in or out to alleviate this issue.

Owners who are renting to a new tenant MUST notify the renter of time requirements as agreed between Owner and the Property Manager. Regardless of whether an Owner has contracted to pass on the non-refundable to his or her tenant, the Owner remains liable to the Association for the payment of the \$500 fee. **Any violation of these rules will result in an additional fine of \$350 assessed to the unit Owner and applies to furniture deliveries. Also, NO furniture or household items of any sort other than ordinary trash and refuse may be put in the Cliff House dumpster.**

All items to be moved in or out must be moved from the mail room entryway. The use of the handicap entryway is strictly prohibited. Stoves and refrigerators are to be moved by the way of the ramps, not by dolly via the steps. The ramps will be made available to you on your scheduled move day. **FOR SECURITY REASONS, THE ENTRYWAY DOORS MUST NOT BE LEFT OPEN AND UNMANNED.** Please discuss coverage with Property Management.

EMERGENCY ACCESS TO UNITS

All occupants are required to deposit keys to their unit with Management for any emergency access necessary for the safety of the occupants or building systems.

EMERGENCY ACCESS TO UNITS- IF AN OWNER, AFTER WRITTEN NOTICE FAILS TO PROVIDE A KEY; COUNCIL MAY REPLACE THE LOCK, RETAIN ONE KEY AND PROVIDE ONE KEY TO THE OWNER. A FEE OF \$100 WILL THEN BE ASSESSED PLUS COST OF LOCKSMITH.

Open House

Realtors must have someone at the front entrance of Cliff House to assure that prospective home owners are escorted to the proper unit. After prospective buyers have completed their tour, it is the realtor's responsibility to return the prospective buyer to the front door.

PETS

1. After May 1, 1995, no new resident will be allowed to keep a pet without the written permission of the Council. Only dogs **who weigh thirty (30) pounds or less** are permitted on the property (see Item 20 for exceptions).
2. All pets now in residence and permitted after 5/1/1995 MUST be registered with **Council**. Refer to Pet Registration Form, Page **24**.
3. No pets shall be allowed or permitted to act in a threatening manner.
4. No pet shall be allowed or permitted to act in a manner which may or does injure any person by biting, scratching, nipping, jumping, knocking down or attacking the person.
5. No pets may be allowed or permitted to cause annoyance to the residents or other persons lawfully on the premises by barking, helping, howling, screeching or causing any other unseemly noise.
6. No pet may defecate upon any Common Area, Common Open Space parking area, driveway, curb, sidewalk, bush, tree, lawn, and other areas within the Association's control; except as such product is immediately removed by the owner of the pet or the person walking the pet.
7. No pet may defecate upon any building, place or structure frequented or used as part of the Common Area or Common Open Space by the residents of the Association, nor upon, at or near any Unit, except the Owner's Unit; except as such product is immediately removed by the owner of the pet or the person walking the pet.
8. Owners must remove any solid waste their pet may deposit, drop or leave on the properties immediately after their pet deposits them thereon and either carry the solid waste away for disposal in a toilet; **or place the solid waste in a tightly sealed bag in the Dog Waste Container in the rear of the property. This is the ONLY approved and designated area to take your dog to relieve him/herself.**
9. No pet may be allowed or permitted to damage or injure personal property, real estate, shrubs, hedges, flowers or any growing thing by running over or access such property, nor by urinating thereon, nor by defiling the same, nor by causing excretion to be deposited, dropper or placed thereon.
10. Owners and their tenants are jointly responsible for the repair, restoration and replacement of any damage, injury, or disturbance their pet may cause or inflict to the common Area or the Common Open Space. All rental agreements must stipulate that pets are allowed by owner/landlord.
11. Owners and their tenants are jointly responsible for the repair, restoration and replacement of any damage, injury, or disturbance their pet may cause or inflict to any other Owner's Unit, or to any other Owner or Occupant.
12. Owners and their tenants are jointly responsible for the repair, restoration and replacement of any damage, injury, or disturbance their pet may cause or inflict to any other Owner's pet.
13. Owners and tenants who keep pets will be held jointly responsible for all costs of repair, restoration and cleaning of the Common Elements or Unit, all of which will be collectible and enforceable against the Owner who keeps a pet in the same manner as unpaid Assessments.
14. If the **Council**, in its sole and absolute discretion, determines that any pet has become a nuisance or inconvenience, or disturbs the neighbors, or is allowed to roam free, or if an Owner fails to clean up his or her pet's solid waste immediately, or if any pet becomes a threat or danger to the health, safety or welfare of the Owners or other pets, or if a pet causes damage to the Common Elements, then the Council may order the pet removed from the condominium.

15. If an Owner or Occupant fails to promptly remove a pet in the manner ordered by the Council, then Council may impose daily fines against the Owner and pursue all other remedies available to the Association to obtain in the removal of the pet from the condominium
16. Except for ordinary household pets, such as cats, dogs, birds, or fish kept for personal use and enjoyment of the Owner or occupant, no animals, livestock, fowl, or poultry or any kind may be raised, bred or kept in or on any Common Area or Unit.
17. No Owner or occupant may maintain or keep more than total of two cats, or one cat and one dog in their Unit.
18. No household pets may be bred, raised or kept in any Common Area or Unit for commercial purposes, not for purposes of breeding, sale or training.
19. No venomous pets may be kept on any Common Area or in any Unit.
20. **Except for properly trained animals used to assist handicapped persons, such as seeing-eye dogs, comfort dogs, support dogs, only dogs who weigh 30 pounds or less are permitted on the property .**
21. Resident Owners are permitted to "pet sit" or care for another person's pet, as per these rules, for a period of one week; however, advanced notice must be provided to the Property Manager. All rules regarding pets remain in effect during that period.
22. No pet may be permitted to roam free on the Common Elements.
23. No dog houses, dog runs, stakes, invisible fences or animal pens or cages may be installed, erected or used on any Common Elements.
24. No pet may be allowed or permitted to remain in the open and to howl, yelp or bark for an extended period.
25. When taken out of a Unit onto the Common elements, and when on the Common Open Space, all pets must be attended by an Owner or Occupant, and must be on a leash, and the lease must be held at all times by a responsible person who is capable of controlling the pet, and who is in control of the pet, so that the pet cannot stray, escape or run at large.

Please Note: Items in bold are the only item numbers that have been changed.

LEASING AND OCCUPANCY OF UNITS

Owners who rent their units should inform occupants of, and provide occupants with a copy of these Rules and Regulations and the fines that will be assessed for violations. Unit owners who rent their units will be assessed fines for violation of and R/R of the Association because of the actions of their tenants and/or visitors. Tenants must receive a copy of the R/R from the Owner at the time of executing their lease.

1. No owner, investor or unit occupant shall lease, or cause to be leased any unit for a period of less than One (1) year. All leases must be in writing and a copy must be given to the Property Manager. If the Unit should become vacant during the on-year period, approval for another rental during that time must be approved by the Council.
2. No renter may sub-let the unit that they occupy.
3. No two-bedroom unit shall be occupied by more than four (4) people, no one-bedroom unit shall be occupied by more than two (2) people.
4. Please refer to the 5th Amendment to the Cliff house Declaration regarding the rental cap that was adopted on May 30, 2017, and recorded with the New Castle County Recorder of Deeds as Instrument No. 20170612-0029107. For further clarification, please see the Declaration and Code of Regulations, and all amendments thereto, or contact Management.

PARKING LOTS AND MOTOR VEHICLES

The parking lots are part of the Common Elements of Cliff House and are therefore subject to the authority and control of the Council. Council may, at any time, pass additional rules governing the use of the parking lots.

1. All vehicles owned by residents must be registered (make, color, year and registration) with the Condominium office. Please complete Vehicle Registration Form on Page 21 and return to the property manager.
2. Parking on a regular basis is restricted to residents and their guests. All guests, whether long or short term are asked to park in "visitor's area" at side of building. Owners are to advise their visitor (s) accordingly.
3. Absolutely no parking is permitted in areas marked as Fire Lanes, except for a time sufficient to load or discharge passengers or packages. No vehicles parked in these areas shall be left unattended.
4. No inoperable vehicle and no vehicles without valid registration are permitted in the parking lot for more than 48 hours. After that time, Council will exercise its right to have the vehicle towed at the Owner's expense.
5. Inform the Property Manager in writing of any changes regarding the make, model and year of your vehicle.
6. Large vehicles, including trucks (other than pickup trucks), tractors, trailers, mobile homes, boats and RV's may not be parked on Condominium property for reasons of safety and aesthetics. However, permission may be obtained at the discretion of the Council, to park such vehicles on Condominium property for limited periods of time. All pick-up trucks and vans must be parked in the back, or side parking lot.
7. Only Unit occupants shall be permitted to wash vehicles on the Cliff House grounds. Vehicles may be washed at the side of the building in the car wash designated spot. Hose must be recoiled. Make sure water is turned off because of flooding in the past.
8. Only genuine emergency repairs shall be permitted in the parking lot, such as flat tires, dead battery, or car will not start. No other mechanical work is permitted.
9. All vehicles MUST observe one-way traffic flow and the 15mph speed limit.

GROUNDS, LAWNS, AND WALKS

1. No owner or occupant may plant, seed, cultivate or otherwise treat any common grounds or lawn.
2. Any item planted on the common ground becomes the property of the Condominium and may be removed and disposed of in Council's discretion.
3. No fences, statues, signs, lampposts or birdbaths shall be placed on the common grounds without the written consent of the Council. Existing fences shall not be painted, marked or defaced in anyway without the written consent of the Council.
4. No activity shall be carried on upon the grounds which will cause unreasonable wear and tear to the grounds or damage the landscaping.

BUILDING EXTERIORS

The exterior of our building is the face we present to the world; the first impression anyone receives of us. We wish it to be the best possible impression.

1. For the sake of uniformity, all windows and patio doors must have shades or drapes. Shades must be white or off-white. Drape-backing material must be of these colors.
2. No signs, banners, decorative flags, windsocks, and chimes, are to be displayed on the exterior of the building or on the roof.
3. Torn screens must be replaced immediately by the unit owner.
4. All screens or screening not already installed shall be subject to Council's written approval as to appearance, design, materials and manner of installation.
5. Canvas awnings are permitted on the 7th floor patio ONLY. Effective December 1, 2001, awnings must be removed from December 1 through March 31 due to concerns of safety with ice, wind and snow. For the sake of uniformity, they must be ordered through the company recommended by Council in charge of this project. Maintenance of such awnings is a responsibility of the unit owner. Awnings are not permitted on the windows.
6. Due to a recently passed fire ordinance by the National Fire Protection Association, no electric, gas burning, or charcoal burning grills are allowed on the balconies. No grills are permitted.
7. Only authorized personnel are permitted on the roof at any time.

CONDOMINIUM USAGE

1. No resident or owner may use their unit to pursue any business or profession that would be expected to lead to continuing visits by non-residents clients, employees, vendors, customers, suppliers or contractors.
2. No owner or resident may use their unit for any business or profession or activity that is in violation of zoning laws; may require excessive consumption of utilities; cause an increase in any condominium insurance policies, or may create an unacceptable level of noise, trash, electrical disturbances (static), odor or hazard outside his/her unit.
3. No washers or dryers are allowed in an individual unit.

HALLS, LOBBIES & ELEVATORS

Halls, lobbies, unit entry doors, smoke detectors within the unit and elevators are common elements. The Council may issue new rules or amend old rules concerning common elements as circumstances require.

1. Please maintain the lobby as you would your own living room. The main lobby and mailroom lobby are not intended for resident entertainment of friends, relatives, etc. These areas are to be used as a "waiting area" only.
2. Do not leave trash or litter in the halls. If you spill it or drop it, clean it up.
3. At no time can the stairway doors be locked.
4. The elevators and halls are for the use of residents and their guests. They are not a play area for children.
5. Proper attire must be worn at all times within the confines of the building. For safety and the appearance of the building, shirts, shoes and street clothing should be worn at all times.
6. Decorations, furniture, or any other type of fixture may NOT be placed in the halls without the express permission of Council. This will include all door mats because of fire and safety issues.

TRASH DISPOSAL

1. Dumpsters are in rear parking lot, S. E. corner, and are for residents' use only. Dumpsters may not be utilized by contractors.
2. Trash rooms are located on each floor to the right of the central stairwell.
3. Trash MUST be in tied or sealed bag(s). No single food item can be disposed of unless put into a tied trash bag. Any food matter which cannot be accommodated in your garbage disposal must be placed in sealed or tied plastic bag(s) before being placed in the trash room. Odorous garbage should be placed in an air tight container and walked to the outside dumpster. Unit owners ARE REQUIRED to maintain operable garbage disposals.
4. Broken glass must be wrapped in a manner not to cause glass cuts to janitorial service personnel.
5. Moving boxes are to be broken down and taken to the outside dumpster.
6. All recycling is to be placed in the bins in the basement. No trash is to be placed in these bins. All food/drink containers must be rinsed out. Pizza boxes must be empty of food scraps and or food contaminated paper.

Furniture/Appliances/Carpeting ARE NOT TO BE DISCARDED IN ANY DUMPSTERS ON PREMISES. OWNERS MUST ARRANGE FOR SPECIAL PICKUPS THROUGH OUR WASTE COMPANY.

FLOORING AND CARPETING

All flooring except for kitchens and bathrooms should be carpeted. Manufactured floors, tiles, outside of kitchens and bathrooms are acceptable with prior approval of Council provided 75% of those areas are covered by carpet or a large size area rug to control noise level. Due to uneven cement floors, hardwood flooring is not recommended.

BALCONIES

Balconies are subject to the existing rules of Council and such rules as Council may pass in the future.

1. For obvious reasons, flower boxes **MUST** be faced into the balcony area.
2. No bird feeders are permitted. Further, you may not spread food, seeds, nuts or scraps for the birds, squirrels or other animals on the balcony or over railings.
3. Holiday decorations and lights are permitted on the balconies during the appropriate seasons.
4. Balconies are not to be screened.
5. Balconies are not to be used for storage of **ANY KIND** except for summer furniture which may be left on the balcony during the winter months. If such furniture is wrapped and covered, it must be done in a manner which is not unsightly.
6. It is not permitted to shake rugs, dust mops, dust cloths, tablecloths, etc., from the balcony, nor may any clothing or laundry of any kind be aired or dried on the balconies.
7. It is preferable to vacuum the balcony. If swept with a broom, the debris must be gathered in a dust pan and disposed of within your apartment. It is strictly forbidden to sweep anything or throw anything from the balconies.
8. You are not permitted to paint, deface, draw upon, paste, hang or glue items on the balcony railings, walls or floors. Upon completion of the balcony restoration project, no carpeting or other attachment to the balcony will be allowed.

Balcony or patio shades are permitted with the permission of Cliff House Condominium Council and must adhere to the following restrictions.

- Shades must be neutral or wood tone color
- Shades must match in color
- Shades must be maintained in good condition. Shades that are torn, tattered, partially disconnected, etc. are not acceptable. Damaged shades must be promptly repaired, replaced or removed.

(The Amendments to this page are very minor and just a clarification of the chain of command in Item #1). Items #2 through #3 and beyond remain essentially the same as originally distributed in April, 2018). Please replace this Page 15 with the original Page 15.

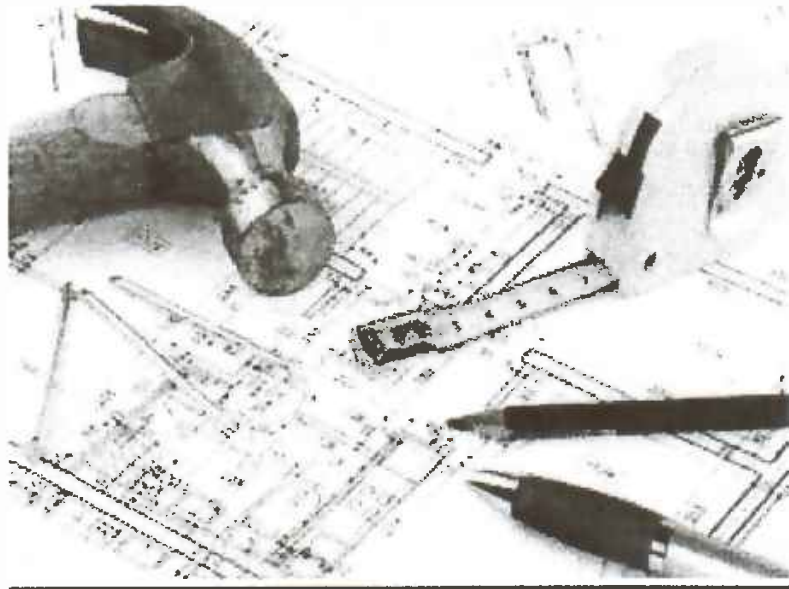
RULES AND REGULATIONS – ENFORCEMENT POLICY

The Council of Cliff House Condominium adopts the following Rules regarding the procedures for imposing fines on Unit Owners who, themselves and/or their tenants and their guests or invitees of same, violate the Rules and Regulations.

1. Rule violations are to be submitted in writing to the **Management Company and placed in the box in the Lobby across from the elevators. The Management Company will send an initial letter, with a copy of said letter to Council, advising the Unit Owner of the violation/complaint.** All letters reporting a violation must be dated, signed, unit number listed, with telephone number.
2. The Unit Owner charged with a violation shall have the right to request to attend the next scheduled Council meeting by submitting the request in writing to the Council via the Management Company within ten (10) days of the date of the initial violation notice. In any event, the decision of the Council shall be final.
3. The following will be the Enforcement Procedure:
 - a. With the above mentioned initial letter, the Owner will be expected to correct the stated violation, or have it corrected, within **ten (10)** days of the date of notification.
 - b. After the ten (10) day period, the following will occur:
 - i. A fine of \$50.00 per day will be billed to the **Unit Owner's** account for each day the violation remains. After **thirty (30)** days, if non-compliance still exists, the **Council** may institute legal action.
 - ii. Any legal fees, interest, court costs, or other fees incurred in the collection of fines of the **Unit Owner** addressed.

Please note, any violation of "move in/out" rules will result in a fine \$250.00. All "other" violations of the Cliff House Rules will result in a \$100.00 fine. Late payment of Association fees is \$100.00 plus interest.

Looking to Renovate??



Here are a few things you need to know:

1. Fill out request on next page
2. No renovations may start until council has approved the renovation request on the next page. Failure to do so will result in a \$500 fine.
3. Contact Property Manager for Water Shut Off's/Padding Elevator/Ramps 72 hours prior to the work being done.
4. Make sure the contractors being used are licensed and insured in the state of Delaware and proof of same must be filed with management.
5. Contractors cannot use the dumpsters. They must provide their own disposal.
6. Contractors must obtain all applicable state and local permits.
7. Any damages done by the contractors/homeowners within the unit, or common areas must be resolved by the homeowner or, cost of repair will be billed back to the homeowner.
8. Hours of construction are 8:00am to 5:00pm, Monday through Friday, unless there are extenuating circumstances which might prolong the construction by a couple of hours to complete the job.
9. Water shut off- If a water shut off is required because of renovations

within your unit, the cost of this shut off will be billed to you as the homeowner, or property owner. If the water shut off is necessary due to leaks from HVAC, the cost is billed to Cliff House Condominiums.

10. If homeowner contracts for work in their unit and personal obligations interferes with completion of work; homeowner is responsible for additional costs incurred.

Cliff House Condominiums Association

Council Review

Request Form for Approval of Architectural/Renovation Plans

Please complete this form and return with the building plans showing the proposed alteration, dimensions, material list, colors, styles, and design details. Remember to include all necessary documentation, e.g., detailed drawings, vendor/product photos and descriptions, and/or blueprints. Please note that copies of permits, if applicable, must be submitted with this request for final approval. Contractors must be licensed and insured in Delaware. They also must abide by all the Associations' Rules and Regulations. The homeowner is responsible to ensure compliance of all Cliff House Condominium's Rules and Regulations.

Date of Request: _____

Homeowner Name(s): _____

Address (unit #): _____ Wilmington, DE 19810

Contact Number: Home _____ Cell _____

Email Address: _____

Proposed Alteration/Renovation (If additional space is needed, use reverse side of this form)

Estimated Start Date: _____ Anticipated Completion Date: _____

Homeowner's Signature: _____

Final approval is subject to all county permits being obtained and compliance with local and state regulations; any deviation from approved plans must be resubmitted to the Council for consideration. Please allow up to 30 days for review and/or decision by the Architectural Committee. Cliff House Council & personnel have the right to review and inspect projects to ensure compliance with submitted requests.

**RETURN THIS APPLICATION ALONG WITH ALL DOCUMENTATION TO:
BRANDYWINE VALLEY DROP BOX
LOCATED IN THE LOBBY**

Waiver of Liability

By requesting approval for the above renovation project (the unit owner hereby agrees and acknowledges responsibility for any and all claims, damages and liability caused by or arising from the Project. The Cliff House Condominium Association, its Directors, officers and Management Company will not be held liable for any claims, personal injuries, damages or hazards caused by the Project whether to said unit, the common areas or any other unit. All such claims, damages and injuries are the responsibility of the unit owner responsible for the Project. Please note that approval by the ARC Review Committee is for appearance only and does not imply that any review has been made of the structural or other adequacy nor does it imply nor avert the necessity for approval by appropriate governmental authorities. Any construction pursuant to the provisions of this approval shall be subject to the continuing effect of the provisions of the Declaration, and of the Rules and Regulation of the Association and the ARC Review Committee.

Please be advised that if applicable any County permits/approvals for the proposed alteration, must be obtained. Work is not to start until the appropriate permits/approval have been granted.

LAUNDRY FACILITIES

There is a laundry room located on each floor of the building for the residents use with a large top-loading machine and a small front-load, plus two dryers. All four of these machines require the use of a laundry card provided by the vendor, CALECO, and should be with the keys to your unit which you receive at settlement or from your landlord when you take occupancy. In the upper lobby directly across from the elevators and to the right of the fire location display is a box provided by the vendor where you put money on your card. Insert your card *chip end* first then follow the directions on the display. The machine will take only five, ten or twenty-dollar bills. Please insert your bill as directed by the diagram on the lower left side of the machine. Each washer or dryer load requires \$1.50 (subject to change) to activate the machine using your card. Should you need to replace this card at any time, there are forms in the office for your use to do so. Please see a Council member should you need one. **THE USE OF PERSONAL WASHERS AND DRYERS IN ANY UNIT IS STRICTLY FORBIDDEN AT CLIFF HOUSE.** Any violation will be subject to a \$500 fine and removal of same from premises.

HEATING & AIR CONDITIONING OPERATION

THERMOSTAT

The right side of the thermostat controls the heating or cooling. Push the switch up for heat and down for cool, put it in the center position for "OFF". The left side of the thermostat controls the fan which moves the air through the unit. Push the switch down to "ON" if you want the fan to run all the time. Push it up to "AUTO" if you want the fan to run only when the heating or cooling is running. The lever at the bottom adjusts the temperature that you want the unit to provide for you.

OPERATIONAL SUGGESTIONS

In the event of a power outage or power surge, your HVAC unit may require resetting.

To reset your system:

1. Open the door that holds the filter
2. Turn the "POWER SWITCH" to "OFF". The switch is located either in upper left or right-hand side depending on your unit.
3. Wait three (3) minutes
4. Turn the "POWER SWITCH" to "ON"

If your unit's compressor does not operate after you have tried to RESET, call the management company for service. If there is an electrical failure in the entire building special instructions will be posted on each floor for a restart of your units.

For the most even cooling or heating, set the FAN to "ON" (left switch in down position). This will keep the air moving and mixed in your condominium.

For the quietest overall operation, and probably a few cents a day lower cost of electricity, set the FAN to AUTO (left switch in UP position). When your HVAC system has stopped cooling and/or heating, RESET prior to calling for service.

If you desire to shut your unit off overnight, we suggest that you use the "OFF switch on the right side of the thermostat.

REPLACEMENT WINDOWS & BALCONY DOORS

Cliff House Condominium Council in April 1997, approved windows and door replacement by Unit Owners. Since that time, several Owners have replaced windows and balcony doors.

If you are considering replacement, please be guided by the following specifications.

WINDOWS

- The windows must match the original style as close as possible. See sample of acceptable on page 22.

- Material-Vinyl or aluminum frame-Frame color, White, for maximum efficiency Double “E” glass, Argon filled is recommended.
- There are several local installers that will submit quotes. All homeowners must complete the Unit Modification Form and submit to the office for Council approval.
- Caulking-All windows to be caulked with appropriate long life flexible caulking of all transition areas of: 1) capping to exterior walls and 2) capping and actual manufactured window frames (known source of leaks). Caulking of lintel and weep hole openings is prohibited.
- Capping-Capping of lintel and weep holes is prohibited.

BALCONY DOORS

- All corner units (A 1 thru G 1; A 7 thru G7; A 8 thru G 8; A 14 thru G 14). Balcony doors for these units are to be in three sections similar to existing. Materials of construction can be either vinyl or aluminum with white exterior.
- All other units in the building (inside units) must be in four (4) sections and of full height.
- Insulated glass. LOW-e is recommended.
- Caulking-All doors to be caulked with appropriate long-life caulking of all transition areas of: 1) capping to exterior walls and 2) capping and actual manufactured door frames. Caulking of lintel and weep hole openings is prohibited.

**The Cliff House
Sample Exterior Window Replacement
November 2008**

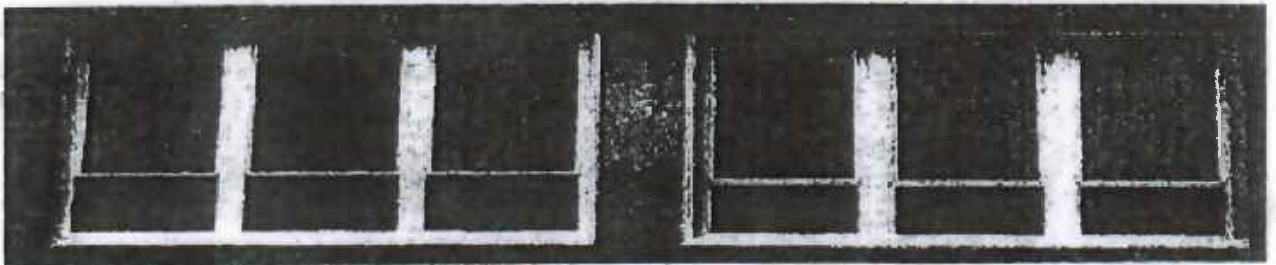
Note: Emphasize On Bottom Window Height



Preferred Replacement Style

vs.

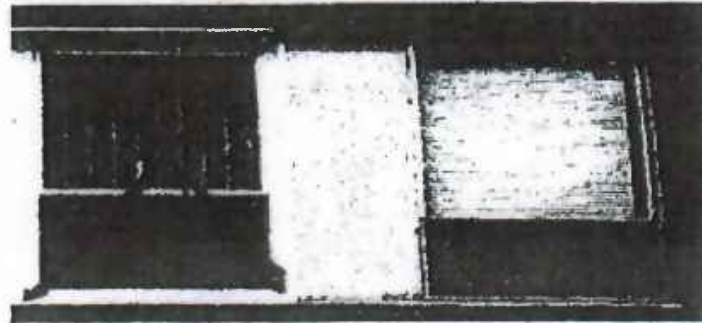
Original Windows



Secondary Replacement Style

vs.

Preferred Replacement Style



VEHICLE REGISTRATION FORM

TO ALL RESIDENTS: PLEASE COMPLETE THE VEHICLE REGISTRATION FORM within ten days. Any vehicle reported to the office and found not to be a registered vehicle in the Cliff House Office is subject to being towed at the Vehicle Owner's expense.

You may drop this notice in the BVP drop box, email it to fold61@gmail.com.

Vehicle Information:

Car #1

_____	_____	_____
Make	Model	Year
_____	_____	_____
License Plate Number	Color	Condo Number

Car #2

_____	_____	_____
Make	Model	Year
_____	_____	_____
License Plate Number	Color	

Contact Information of Owner:

Name: _____ Circle One: Owner/Renter

Mailing Address: _____

Phone Number: _____

Contact Information of Renter (if applicable):

Name: _____

Mailing Address: _____

Phone Number: _____

PET REGISTRATION FORM

OWNER/TENANT NAME:

UNIT #

1. Only dogs who **weigh thirty (30) pounds or less** are permitted.
2. Only the pet(s) listed and described below are authorized under this pet agreement. Additional or other pets must be approved by the Council.
3. Pet(s) will not cause danger, damage, nuisance, noise, health hazard, or soil the apartment/unit, premises, grounds, common areas, walks, parking areas, landscaping or gardens. Owner/Tenant agrees to clean up after the pet and agrees to accept full responsibility and liability for any damage, injury, or actions arising from or caused by his/her pets.
4. Owner/Tenant agrees to register the pet(s) in accordance with local laws and requirements. Owner/Tenant agrees to immunize the pet(s) in accordance with local laws and requirements.
5. Owner/Tenant warrants that the pet(s) is housebroken. Owner/tenant warrants that the pet(s) has no history of causing physical harm to persons or property, such as biting, scratching, chewing, etc., and further warrants that the pet(s) has no vicious history or tendencies.
6. The Owner/Tenant agrees to observe the following regulations:
 - Dog and Cats – Must be controlled at all times. Must be kept on a short lease while in common areas or on the grounds. Barking will not be tolerated in that it is considered to be a nuisance to other owners/tenants. Proper disposal of cat litter (securely bagged) will be done on a frequent basis. Odors arising from cat litter will not be tolerated.
 - Birds – Birds will be property caged. Seeds and droppings will be shielded or caught to prevent accumulation and/or damage to carpeting/floors.
 - Fish – Aquariums will not leak and will be cleaned regularly to prevent foul water and/or odors.

NOTE: Owner/Tenant will comply with all regulations contained in the declaration, bylaws, and Rules and Regulations. Pet(s) that persistently annoy neighbor(s) with noise of unsocial behavior are subject to action by Council. The Council will give warning to the pet owner; if the noise or unsocial behavior is not corrected, Council will have the right to force the removal of the pet(s).

Pet Description	Kind	Type/Breed	Color	Name	Age
Weight					

Pet Fee – Owner/Tenant agrees to pay the non-refundable pet fee: \$100.00 PER PET.

<hr/> Council Signature	<hr/> Dated	<hr/> Owner/Tenant Signature
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