

# Vantage Point East

At Leisure World

## RESIDENTS MANUAL

Part I: Information

Part II: Rules and Regulations

Updated and approved December 2022



## **Welcome to Vantage Point East**

Your Board of Directors welcomes you to Vantage Point East (VPE) at Leisure World of Maryland. In this Manual, we describe the building's features, governance, services, and the Leisure World community at large (Part I), and the VPE rules and regulations (Part II). We hope this publication is informative and serves as a useful reference guide in making VPE your home.

Vantage Point East has a history of harmonious and constructive relationships. We take great pride in the participation of many residents in the governance of VPE, which is a million-dollar-a-year operation with 190 units. All residents, including both owners and renters, need to be familiar with its functions.

This Manual is a handbook of information and reference material that will acquaint you with the policies and practices of condominium community living. The Leisure World Resale Office distributes the VPE Bylaws and Rules and Regulations to each owner at the time of purchase. This Manual is intended to supplement the information provided to you with additional details and information relative to the community, the building, and day-to-day living with your neighbors. It gives you basic information about the various facilities and services available to you and alerts you to the enforceable Rules and Regulations of VPE.

Any of the Leisure World services and policies, as well as VPE policies, currently in effect and discussed in this Manual may change over time. It is important to review Part II: Rules and Regulations periodically as they are designed to foster the comfort and wellbeing of residents. The VPE Office will update you on all changes and additions. Please do not hesitate to contact the VPE Office at 301- 598-1075 with any questions or concerns.

We encourage you to participate in the governance of your condominium by attending Board and committee meetings, and by becoming a member of the Board of Directors or a VPE committee of interest to you. Your enjoyment of living in Vantage Point East may also be enhanced by your participation in our many social functions. A monthly calendar of events is distributed.

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# **PART I: INFORMATION**

## **I. THE COMMUNITY**

### **A. Leisure World**

1. Vantage Point East (VPE) is part of Leisure World of Maryland, a well-established community offering housing and amenities for adults 55 years of age and over. About 8,500 residents occupy 5,660 duplex, townhouse, mid-rise and high-rise units. Leisure World is composed of 29 separate communities (a Homeowners Association, condominiums and a co-op), which are referred to as Mutuals.
2. The Vantage Point East Association is Mutual 24, a condominium. All purchasers of units in VPE automatically become members of Mutual 24. Mutual 24 has its own separate governance and governing documents. The Mutual is governed by a Board of Directors that is elected from among its resident owners.

### **B. Leisure World Community Corporation**

1. The Leisure World Community Corporation (LWCC) is a not-for-profit, non-stock membership corporation and is the governing body of Leisure World of Maryland trust properties. The LWCC acts as Trustee of the Leisure World of Maryland Trust. All property and buildings not owned by the 29 Mutuals are Leisure World of Maryland trust properties and under the control of the community trustee, the LWCC Board of Directors.
2. The Vantage Point East Board of Directors (Board) in accordance with the VPE Bylaws chooses a representative from the Mutual to serve on the LWCC Board. LWCC documents specify that an individual on the Leisure World Board must be a current or past Mutual Board member and reside in the community.
3. The Leisure World Community Corporation Board elects an Executive Committee from among the LWCC Board members. The Executive Committee coordinates and otherwise facilitates the work of the LWCC Board. The LWCC Board also has a number of standing Advisory Committees that advise the Board to assist in the governance of the community. The LWCC Board appoints members to these committees.
4. The unit owners within each Mutual are dual citizens of both the Community Corporation and their respective Mutuals. Although each Mutual is also a member of the Leisure World Community Corporation, the corporation has no authority over the individual Mutuals' management of their affairs.

## **C. The Leisure World of Maryland Corporation**

1. Leisure World of Maryland Corporation (LWMC), the property management company for our community, is a subsidiary of the Leisure World Community Corporation. LWMC manages the community facilities and provides administration and maintenance services for individual Mutuels. LWMC operates and maintains the clubhouses, golf course, roads, and publishes a semi-monthly publication, Leisure World News, that is distributed on tables on each floor.
2. LWMC also provides security and transportation services, including staff for the three gatehouses, security guards, special police, minibuses, and transportation for the disabled; accounting and administrative services; street maintenance; trash removal; recycling; personnel administration; and on-site staff support.
3. LWMC contracts on behalf of the Mutuels and community properties for other services, including Mutual insurance coverage, claims and administration; cable television and internet; restaurant and catering services; ground maintenance; snow removal; fitness center and pool staff.
4. LWMC Physical Properties Department (PPD) provides maintenance services for the trust properties. PPD also provides a contract to individuals at their expense that covers appliance repairs, carpentry, plumbing, electrical services, and handyman services. PPD offers home improvements and sells a variety of products for the home. Unit owners may also contract with outside service providers.
5. LWMC has a General Manager, who is hired by the Community Corporation Board. The duties of the LWMC General Manager, in addition to being the head of LWMC, include advising the Board of the Leisure World Community Corporation, advising the Mutual Boards, providing administration services to the various advisory committees, and assisting the community in appearances before governmental and regulatory agencies.

## **D. Community Programs and Communication**

1. Many and varied Leisure World recreational, social, cultural, and educational activities are offered to residents through the Lifestyle Office. Information on a broad range of programming and events can be seen daily on two dedicated closed circuit TV channels, currently 972 and 974 and heard on the E&R Recorded Daily Events Line at 301-598-1313. Events information is also found in Leisure World News.
2. Residents can check for schedules, locations, or cancellations of meetings and events on the website [www.leisureworldmaryland.com](http://www.leisureworldmaryland.com) Both the Leisure World Administration and the VPE Property Manager use “robo calls” to inform residents of immediate issues and/or emergencies. Although residents can “opt out” of the calls and will not be contacted again, by doing so they may miss important and timely information.



3. Residents can register for management emails at [residents.lwmc.com](http://residents.lwmc.com). After you sign on with a password, you will have access to a wide variety of both historical and current materials such as the Facilities Enhancement Plan, advisory committee minutes, and Resident Directory. VPE also has its own website [www.vantagepointeast.com](http://www.vantagepointeast.com)

## **E. Transportation**

### **1. Shuttle Bus Service**

- a. Shuttle bus service is provided within the community and to Leisure World Plaza, Monday through Saturday. These shuttle buses are on fixed routes and schedules. Shuttle bus transportation is also available to Aspen Hill and Olney shopping locations. Residents may be required to show their Leisure World identification cards. Other riders must have a current, valid Leisure World Guest Pass.
- b. Shuttle bus service is available on Sundays to and from the Interfaith Chapel and Our Lady of Grace Church. Passengers need to contact the Chapel or the Church to arrange for shuttle bus service on Sundays.
- c. Schedules and routes may change. Schedules covering all shuttle bus services are available in the rack outside the VPE Office, from the bus drivers, at the Lifestyle Office in Clubhouse I, and at the Security Office in the Leisure World Administration Building. Starting at 9:00 a.m. the Leisure World community TV channel carries bus information in a full screen format throughout the day. All schedules are subject to weather, and if conditions necessitate a change of bus operations on a given day, notice will be carried on the community TV channel as soon as it is received.
- d. Passengers are limited to the number of packages they can safely handle while boarding and disembarking from the bus. Because of liability and insurance regulations, drivers are prohibited from assisting passengers with their parcels.

### **2. Supplemental Transportation Service**

- a. For a fee, ambulatory residents can request “dial-a-ride” service in a Leisure World sedan to any destination within the Leisure World Community. To request pickup for this service, call the Main Gate at 301-598-1044. To pre-arrange pickup for Medical Center appointments, call the Connecticut Avenue Gate at 301-598-1022. For hours of operation, visit or call the Security and Transportation Office at 301-598-1355.

### **3. LW Transportation Services for the Physically Challenged**

- a. Under the Americans with Disabilities Act (ADA) Guidelines, individuals who are physically challenged are those whose mobility requires a wheelchair or motorized assistance. A van is

available for the transport of such physically challenged residents within Leisure World and to Leisure World Plaza.

- b. During normal shuttle bus service hours, transportation in the van will be provided to physically challenged residents at no charge. At other times, a fee will be charged. No transportation to Leisure World Plaza is provided during the hours when the regular shuttle buses are not in operation.
- c. Call the Norbeck Road Gate at 301-598-1066 to arrange for transportation services for the physically challenged. Please be sure to provide at least 24-hour notice to the gate.

## **II. THE CONDOMINIUM**

### **A. Ownership**

#### **1. Condominium Ownership**

The term “condominium” refers to a form of property ownership. The management type used is that of a Mutual where each owner shares in both the benefits and expenses. This condominium/mutual is governed by the Maryland Condominium Act, its Declaration, Bylaws, and Rules and Regulations.

#### **2. Unit Ownership**

Condominium unit owners hold title in “fee simple” to their units. The unit comprises the resident’s living quarters and is bounded by its walls, ceiling, and floor. All maintenance, repair, and replacement within the unit are the responsibility of the owner. Additional details about the responsibilities of unit owners and residents are outlined in the VPE Bylaws, Chart of Maintenance Responsibilities Exhibit B to the Bylaws.

#### **3. Ownership of Common Elements**

- a. Each condominium unit owner is a co-owner of the common facilities that service all units. These facilities include all common area doors, unit entry doors, windows, and the piping in the walls. The property owned in common is called the “common elements.” Examples of common elements are the Community Room, lobbies and corridors, and surrounding grounds. Regulations that apply to common elements are contained in both the VPE Bylaws and the Rules and Regulations.
- b. Each unit owner’s share of ownership is proportional to the size of the unit. The share of common element ownership is characterized as an undivided interest in the common elements. Each unit owner is obliged to pay a share of the expense of operating and maintaining the common elements, as determined by the percentage interest pertaining to

their unit. In addition, the unit owner's undivided interest in the common elements, that is, their percentage interest, also confers upon the unit owner membership in the VPE Association.

- c. All finances relative to the maintenance, repair and replacement of the common areas are the responsibility of the Council of Unit Owners. Responsibility for executing these functions financed by the Council and other operational governance are delegated to the VPE Board.

#### **4. Limited Common Elements**

- a. Some of the common elements are restricted to the use of the owner(s) of one unit, and such common elements are designated as "limited/restricted common elements." In most cases, a specific limited common element is for the use and enjoyment of the owner and occupants of just one unit.
- b. The owner of a unit to which a limited common element is assigned has a special right to use the limited common element as set forth in the Declaration. Examples of limited common elements include assigned garage parking spaces, balconies, terraces, and storage rooms.
- c. Normal care of limited common elements is generally the responsibility of the unit owner to whom the element is assigned. All repair and replacement of structural elements are the responsibility of the Association.

### **B. Governance**

#### **1. Council of Unit Owners**

- a. The Council of Unit Owners, also referred to as the VPE Association, consists of all unit owners as a group. Each unit owner has a vote in the affairs of the Council proportional to the common element interest assigned to each unit by the Declaration. Each unit owner's common element interest is counted as a single share and has no relationship to the number of individuals residing in the apartment. Each share is weighted for voting purposes according to the square footage of a shareholder's residence as a proportion of the total square footage of all residences.
- b. The Council meets annually and occasionally at special meetings called by the VPE Board of Directors for specific purposes. Although resolutions may be proposed from the floor at the Annual Meeting, the preferred method is to propose resolutions in advance to facilitate voting that must be tabulated based on a unit owner's proportional share. Such resolutions must be submitted in writing before July 15<sup>th</sup> prior to the Annual Meeting and according to detailed guidelines available in the VPE Office.

- c. Unit owners are encouraged to participate in the affairs of the Association by voting in the annual election of VPE Board members and by making their opinions known at the meetings of the VPE Board, the committees and the Council. Concerns may be addressed to the VPE Board in writing at any time.

## **2. VPE Board of Directors (Board)**

- a. Authority. The Council of Unit Owners, under the VPE Bylaw delegates authority to the Board to serve as the responsible governing body for the affairs of this condominium with all of the powers and duties necessary to fulfill this function. The Board, therefore, has the authority to adopt rules for the use of the property and to enforce the rules by instituting fines and/or suspending privileges for infractions of the rules.
- b. Board Composition and Minutes. The Board currently consists of seven members. Members are elected annually by the unit owners for specified terms of office. Nomination and election procedures are determined by an *ad hoc* Elections Committee, appointed by the President, with concurrence of the Board. The Board, at its first meeting following the annual election, elects its officers for the ensuing year, as well as its representative on the Leisure World Board of Directors. Board meetings must be held at least once every four months but are usually held monthly. Minutes of Board meetings are available in the VPE Office, and summaries of Board actions are reported in the VPE newsletter, The View.
- c. Conduct for Board Meetings. A Unit Owner who wishes to comment or make a presentation at the end of the meeting during Open Forum will be recognized by the Chairperson. Oral presentations at the Open Forum will not receive immediate Board action absent an emergency. Board members typically do not speak during Open Forum but, for clarification purposes, may have questions or comments on the views presented by a speaker. The presiding Chairperson may limit the time for a Unit Owner or Board member to speak.
- d. Managing Agent. The Board is also responsible for employing an agent to manage the property. That agent is currently the LWMC. The day-to-day operations of the condominium are supervised by the Property Manager, who is an employee of the managing agent serving with the concurrence of the Board. No unit owner or resident may direct, supervise, or in any manner attempt to assert control over or request favors of any employee of the managing agent or the owner's Association.
- e. Rules Enforcement. The Board has ultimate authority for enforcing the Rules and Regulations but has delegated some of that responsibility to the Covenants and Rules Committee and, in other instances, to the Property Manager. Because compliance, not punishment, is the goal, every attempt is made to resolve issues before instituting fines or suspending privileges.
- f. Complaints. Complaints regarding the operation of the condominium or regarding the actions of other unit owners or residents should be made in writing to the VPE Board or to the Property Manager.

- g. Expectation of Privacy. Generally, there is no expectation of privacy when a matter of possible concern to all unit owners is brought to the attention of management or the Board. Disclosure will be made on a case-by-case basis and every reasonable attempt will be made to avoid public mention of unit owners by name. When an individual Unit Owner complains about the activity of another Unit Owner or about management, there is a definite right and expectation of privacy. If a hearing conducted by the Covenants and Rules Committee is required to attempt to resolve a specific issue, the hearing is closed, with only the individuals involved and the Property Manager present.
- h. Inspection of Records. Owners wishing to inspect, examine, or copy Condominium documents must file a written request with the VPE Office and sign a confidentiality agreement. The Condominium's goal is to balance the legal rights of unit owners while protecting against disclosure or misuse of sensitive information for improper purposes. Certain records may be withheld from inspection consistent with the Maryland Condominium Act, Section 11-116(3) such as personnel records and written advice of legal counsel. A reasonable fee to cover copying and staff time will be charged.

### **3. Advisory Committees**

- a. Committee Functions. The VPE Board carries out its responsibilities with the assistance of committees, (e.g., Activities, Budget and Finance, and Building and Grounds) which operate under Terms of Reference adopted by the Board. The Covenants and Rules Committee has special legal authority and operates pursuant to Section 3.17 of the Bylaws. Section 3.4 of the Bylaws also assigns specific responsibilities to the Election Committee. All other committees serve at the pleasure of the Board. Committee chairs are appointed annually, or whenever vacancies occur, by the President with the concurrence of the Board, after consultation and agreement with the affected committee. Committee chairs must be resident unit owners.
- b. Committee Vacancies. When a committee vacancy occurs, any owner interested in serving on a committee must complete the "Committee Interest Form" obtained from the VPE Office and return it. The office will notify the committee chair of their interest. The candidate must attend two consecutive meetings of the committee, before the Board decides whether to approve their membership. Generally, committee members are unit owners; however, renters may be members of the Activities and Communication Committees. Information on committees may be obtained from the VPE Office.

## **C. Finances**

### **1. Annual Budget**

The Council of Unit Owners pays for many of the services provided to the residents of Vantage Point East. The annual budget contains the estimates of expenses that will have to be paid in the coming year, based on the services and programs offered. The fiscal year starts on January

1 and ends December 31. The budget consists of several parts that define the income and expenses of the association. The budget is submitted to the unit owners for review and comment prior to being approved by the VPE Board.

## **2. Fee Payment**

- a. The unit owner's condominium fee, payable in 12 monthly installments, is the primary source of income to support VPE. Each payment is due on the first day of the month without notice. Fees may be paid by check through the mail, in person at the LW Office in the Administration Building, or by direct debit from the owners' checking account. Forms for direct debit may be obtained from the LW Administration Office. Owners are encouraged to use the direct debit process for their own convenience and to avoid the possibility of a late payment fee.
- b. A late fee will be imposed if the condominium fee is not received by the 15<sup>th</sup> of the month as provided by the VPE Bylaws. Unit owners who incur a late payment fee as assessed by the LW Accounting Department will normally be expected to pay the fee. A unit owner may petition the VPE Board in writing within 30 days requesting a waiver of the late fee and setting forth the reason for the late payment. A waivable circumstance could include, for example, an unexpected change in automatic payment arrangements. The VPE Board may, at its sole discretion, waive the late payment fee, one time only, based on the unit owner's record of meeting financial obligations to VPE or Leisure World.

## **3. Suspension of Access**

In addition to other actions the Board may take for nonpayment of assessments or fees, the Board has the right to bar the use by the resident of any of the recreational common facilities for failure to pay any assessments or fees when due.

# **III. BUILDING MANAGEMENT RESPONSIBILITIES**

## **A. Personnel**

1. The Property Manager heads the VPE Office. The staff includes one Administrative Assistant, a Building Engineer, and a Maintenance Assistant. Contract personnel provide janitorial services in the common areas, landscaping, snow removal, and other services.
2. All Leisure World personnel assigned to VPE will not perform any work tasks inside a resident/owner unit unless it involves a safety factor for the resident and/or the building such as a drain backup.

## **B. Office Hours and Procedures**

The VPE Office located on the lobby level is open from 8:30 a.m. to 12:00 noon. and 1:00 p.m. to 5:00 p.m., Monday through Friday. The office telephone number is 301-598-1075. **In case of an emergency, when the office is closed**, call the Main Gate at 301-598-1044. A variety of forms and information sheets are readily available in the rack outside the office door, whether the office is open or closed.

## **C. Owner/Resident Data Needed by the VPE Office**

VPE needs the cooperation of all residents to ensure that the following information remains up to date.

### **1. Confidential File**

The VPE Office maintains a confidential file of all unit owners at VPE. This file contains their names, addresses, business and home telephone numbers, and who to contact in case of emergency. If a unit is rented, the same information is required of the renting resident. A copy of all rental leases must be provided to the VPE Office. All unit owners must also supply the name and address of the mortgage holders, if any. Unit owners and residents are responsible for keeping their information file current and must notify the VPE Office and the Leisure World Administration Office of any updates or changes in occupancy.

### **2. Directory of Residents**

The Office issues an annual in-house telephone directory, with periodic updates as needed. Residents are encouraged to include their e-mail addresses, but it is not required. Residents may choose not to have their contact information included in the directory. To “opt out”, residents must contact the Property Manager in writing. The office regularly updates the call box directory at the front and garage entrances.

### **3. Emergency Registration**

**If a resident owner is physically or mentally challenged or ill to the degree that mobility is diminished, notify the VPE Office immediately, and give name, unit number, and type of assistance needed, as well as the name, address, and telephone number of the person or persons to notify in an emergency. This list of residents who need emergency assistance is maintained in the Fire Control Room of Vantage Point East for use by fire and rescue personnel.**

### **4. Pet Registration.**

All pets must be registered in the VPE Office. Registration must be updated regularly.

## **5. Notice of Absence**

Any resident planning to be absent for more than three days should submit the “Notice of Extended Absence” form to the VPE Office. Copies of the form are available in the office and include guidelines to follow when the resident is planning to be away for an extended period of time.

## **6. Oxygen Use**

Residents must notify the VPE Office that they are using oxygen tanks or concentrators in their residence and sign a statement indicating that the resident(s) has received and is following the safety precautions for handling and storage. In addition, an “Oxygen in Use” sign, provided by the VPE Office, must be posted on the entrance door.

## **D. Building Engineering and Maintenance**

1. The VPE Staff is responsible for the maintenance and repair of the common building areas, building structure, appurtenances, and grounds. Problems should be reported to the VPE Office during business hours or, if an emergency, to the Main Gate after hours.
2. Preventive building maintenance and routine repair of mechanical equipment takes place daily, weekly, quarterly, semi-annually and annually. It includes lubrication, maintenance, and repair of the dozens of pumps, air handling units, compressors, exhaust fans, controls, and generators belonging to the condominium. It includes a contract for the maintenance and servicing of the building’s common heating, ventilation, and air conditioning (HVAC) system, including the furnace and compressor on the roof.
3. Another contract, included in the condo fee, covers multiple inspections of individual unit HVAC systems per year, including filter replacements, maintenance, and minor repairs. The Property Manager schedules this service, but if a unit owner is unable to have the inspection made on the scheduled or make-up dates, it is their responsibility to arrange for the service.
4. Inspections and maintenance of drains involves periodic servicing of a large number of drains in the common area of the building, on the roof, and in the underground areas, as well as in units.
5. Periodic inspections and maintenance of fire emergency and sprinkler systems are conducted.
6. Light bulb replacement and miscellaneous maintenance and repairs in the common areas are carried out by the staff.



7. Cleaning services, trash removal, snow removal, grounds maintenance, and elevator inspections and service are contracted for and are included in the monthly condominium fee.
8. Due to possible danger to staff and insurance liability issues, searches will not be conducted by the VPE staff for keys or other items mistakenly dropped down the trash chute or elevator pit. The elevator company will attempt to retrieve the keys/other items from the elevator pit at a cost to the resident.

## **IV. BUILDING FEATURES AND SERVICES**

### **A. VPE Building Access**

1. The building can be entered through various doors from the garage area, stairwells and the main lobby entrance at the ground level. Residents may enter the building through these doors by using either their gray key fob or common area keys. Guests may obtain access by dialing the code posted on the directory for the unit they wish to visit. The code is not the unit number.
2. The front lobby entrance and the doorways to the parking garages are equipped with automatic doors and common area locks. To enter the automatic doors, point the gray key fob close to the lighted control device near the door. Locks on these doors can also be opened by using the common area key. To exit any of these doors, push the automatic door opener near the door. The stairwells at the lobby level are only accessible by use of the common area key from the outside. Entrance from the terrace to the Community Room is only by common area key.
3. Automatic gates are installed at the entrances to the garages to prevent unauthorized vehicles from entering these areas. One electronic gate opener is issued for controlling access to each single garage parking space and two for each tandem space. Entrance to the building from the garage is also either by common area key or key fob.
4. Residents are issued two keys: The common area key allows access to storage rooms, entrance from the garage and terrace. The unit key provides access to the apartment and mailbox. Note some mailboxes have a separate key.
5. A unit can be entered only by use of an individual unit key. The lock that is on the unit entrance door has three locking positions. One automatically locks when the door closes. If the lever is in a fully vertical position, the door can be opened from the hall without a key. For extra security, when inside the unit, the dead bolt lock can be activated by turning the lever to the horizontal position. To activate the dead bolt lock when leaving the unit, use the individual unit key to double lock your door.

6. Residents are encouraged to be security-conscious and not to open the doors for unidentified individuals to enter the building. Residents can use the peep hole before opening their unit door.
7. All residents are requested to extend their full cooperation to ensure that all common area doors are kept closed. Nothing should ever be placed in the doors to keep them open. Propping open can result in expensive damage to the hinges and locking mechanism. Doors that are propped open should be reported immediately to the VPE Office Monday through Friday between 8:30 a.m. and 5:00 p.m. or to Security at the Main Gate.
8. Contractors, employees and household help must use the garage entrance and service elevator for transporting materials to avoid having paint, dust, or spillage of cleaning materials litter or damage the passenger elevators. Additional information on access for movers and bulky deliveries are in the sections on Alterations, Deliveries, and Move in/Move Out and in the Rules and Regulations.

## **B. Process for Answering Lobby Entrance Door**

1. A 3-digit code number is assigned to each unit and posted next to the resident's surname on the Directory by the front door. When someone dials a code number from the front door to gain admittance, the residents can speak to the visitor and see who is calling by viewing the lobby entrance on the TV (977).
2. When ready to admit visitors, be sure to tell them to wait until they hear the buzzer, activated by pressing 9 on the home telephone to release the door lock. When pressing 9, hold the button down for at least three seconds until hearing a sound on the home telephone. In most cases, the resident's cell phone with a local area code will also open the door.
3. The garage entrances also have directories, and visitors are admitted in the same way as for the front door, but without a TV view of who is entering.
4. If there is a problem with the door answering part of the telephone service, call the VPE Office at 301-598-1075. Do not call the telephone service provider for repair.

## **C. Closed Circuit TV**

Anyone entering the front vestibule without a gray key fob or common area key must use the phone at the Directory in the front lobby vestibule to contact the resident whom they are visiting in order to be admitted. A closed-circuit TV camera is installed at this vestibule to allow residents to see the person attempting to gain access. When the mail has been delivered, an "M" is displayed in the vestibule. The VPE Office also monitors the front vestibule during business hours. There are no other cameras in the building.

## D. Mail

1. The postal mailing address at VPE is:  
3200 North Leisure World Blvd., Apt. (resident unit number)  
Silver Spring, MD 20906 + (4 code)
2. To expedite the sorting and delivery of mail, the U.S. Postal Service (USPS) has assigned a number of ZIP+4 Codes to this building. Use the appropriate ZIP+4 Code in your return address and when having mail sent to you. The Zip+4 Codes are as follows:

Units 101 through 120:	20906-7610
Units 201 through 217:	20906-7611
Units 218 through 220:	20906-7612
Units 301 through 320:	20906-7613
Units 401 through 414:	20906-7614
Units 415 through 420:	20906-7615
Units 501 through 520:	20906-7616
Units 601 through 610:	20906-7617
Units 611 through 618 and 620	20906-7618
Unit 619:	20906-7624
Units 701 through 720:	20906-7619
Units 801 through 901:	20906-7620
Units 902 through 1002:	20906-7621
Units 1003 through 1020:	20906-7622

3. USPS personnel deposit mail in the mailboxes located off the lobby area. The mailbox number corresponds to the unit number and is opened, in most cases, with the same key that opens the unit entrance door.
4. Larger mailboxes are available for small parcels. The USPS delivery person will leave a parcel too large for the individual mailbox in a numbered parcel box and put the numbered key that corresponds to that parcel box into the resident's individual mailbox. Once the resident has retrieved the parcel, the resident must leave the numbered key in its slot in the parcel box. Large parcels are delivered directly to the unit.
5. The VPE Office does not accept mail or packages and does not have access to the mailboxes.
6. Outgoing mail may be deposited in the mail drop located in the main lobby. USPS picks it up once a day, 6 days a week, not including Federal holidays.
7. A limited-service Post Office is located in the lobby of the Administration Building. Its hours are 8:00 a.m. to 2:00 p.m., Monday through Friday, excluding holidays. There are also full-service post offices located in the Leisure World Plaza and on Connecticut Avenue, just east of Georgia Avenue. The Connecticut Avenue post office is designated for LW.

8. A resident who is going to be away for three or more days, should make arrangements for mail to be picked up, held or forwarded. USPS may hold mail only from 3 to 30 days. To have mail held by USPS, obtain the USPS form "Authorization to Hold Mail" from the local Post Office, and place the completed form in the mailbox before departing. Residents can also request a hold by means of the USPS website.
9. A resident who expects to be away for more than 30 days, can contact the Connecticut Avenue post office to make arrangements for mail to be forwarded.

## **E. Leisure World Cable TV and Internet**

1. Leisure World and VPE have a bulk- rate service contract with Comcast/Infinity. Cable TV hookups have been installed in each unit. A portion of the condominium fee pays for basic cable and internet service to all units.
2. A resident may add premium services, such as HBO and Show time or Comcast phone service by purchasing them through a separate agreement made directly with COMCAST.
3. COMCAST offers twenty-four (24) hour service, seven days a week. For any problems with your TV cable reception or internet, residents should call Comcast at 855-638-2855 and tell them you are part of the Leisure World bulk services. Residents are currently permitted to have a certain number of free cable boxes (2 high definition and 2 others).

## **F. Storage Facilities**

1. Each unit has an individual storage bin assigned initially by the developer. These bins are located in storage rooms on both parking levels of the building. The storage rooms can be accessed by using the common area key.
2. All storage rooms are subject to humid conditions; therefore, only items appropriate for such conditions should be stored there. Only plastic bags and plastic boxes are allowed as cardboard may mold.
3. All material should be placed on pallets or shelving so as to permit air circulation around the sides and underneath. This will protect your property.
4. IN COMPLIANCE WITH LOCAL FIRE REGULATIONS, THE STORED MATERIAL MUST BE PLACED IN SUCH A MANNER AS TO AFFORD 18 INCHES VERTICAL CLEARANCE FROM THE SPRINKLER HEAD, OR AS INDICATED BY THE COLORED LINE ON EACH BIN.
5. Because the Association is not responsible for items placed by unit owners in their storage bins, personal insurance coverage should include coverage of all items stored in the bin. Each owner must also provide a secure lock for their storage unit.

## **G. Activities and Communication**

1. Various activities (e.g., movies and happy hours) sponsored by the VPE Activities Committee, are held at VPE, and information on these activities is posted on VPE's glass-encased bulletin board, in the elevators, and on the table on each floor. Residents may bring guests to ticketed VPE activities by making prior arrangements.
2. The VPE Communications Committee publishes a monthly newsletter, The View, which includes a calendar of committee meetings, activities, and special events and is delivered under each unit door.
3. There is also a residents' bulletin board across from the elevators that is used for resident-only informal communications. Residents may post personal notices such as obituaries and offers to buy/sell specific goods, services (e.g., taxes or computer service), to rent or sell condominium units and/or garage spaces. Notices must be signed and dated.

## **H. Community Room**

1. Community Room facilities, including the adjacent terrace, are reserved solely for the private use of residents and may not be used for commercial or public purposes. Such activities include but are not limited to:
  - Official meetings of the VPE Board, VPE committees, and VPE owners and residents.
  - Association activities planned for residents including cards and other games.
  - Classes and information seminars conducted for VPE residents with the approval of the Property Manager, pursuant to guidelines adopted by the VPE Board.
  - Informal activities of residents that do not involve exclusive use of the room and during which the room remains open for the use of other residents.
2. Scheduled activities have priority use of the Community Room. Residents may reserve the Community Room for their private use for entertaining, memorial services, or other activities with the prior approval of the Property Manager, on a space-available basis. Contact the VPE Office in advance to make reservations, to sign necessary forms, and to pay required fees.
3. The Community Room Rules and Guidelines are available in the office. They outline priorities for scheduling, restricted activities, occupancy limit, requirements for supervision, and standards for clean-up.

## **I. Community Room TV Set**

TV use is restricted to scheduled building and social activities and for business use by the VPE Board and Committees. Keys for the equipment are held by Activities Committee designees and

by the VPE Office staff. Residents and groups using the Community Room for private activities, including private parties, may not use the TV set and associated equipment.

## **J. Library**

The Community Room houses a library for residents' use. The collection is developed through donations and includes a variety of types of fiction, including mysteries, romance, and short stories as well as non-fiction, including history, biographies, and memoirs. Books may be borrowed for any period of time and returned to the basket for re-shelving. Periodically, overflow or outdated books are donated to the Montgomery County Library Bookstore. A cabinet in the kitchen area holds many puzzles and games that can also be borrowed. There are current magazines in the basket by the TV set.

## **V. SECURITY**

### **A. Security Personnel**

1. Security Personnel at Leisure World fall into two categories: Special Police Officers and Gate Guards. Security personnel are uniformed and operate marked vehicles. The Special Police Officers and Gate Guards provide constant security services to our community.
2. Special Police Officers are deputized Montgomery County Police officers. They carry firearms, have arrest powers and can issue parking citations. They work in close cooperation with all local and state law enforcement agencies.
3. The primary responsibility of the uniformed Gate Guards is to provide the community with security by allowing only authorized persons to enter and to assist those who enter by providing information and directions. The Gate Guards also receive calls for assistance and then transmit radio messages to the Special Police Officers for immediate action.
4. The Main Gate on Georgia Avenue is staffed 24 hours a day, seven days a week. The Norbeck Road and Connecticut Avenue Gate are open from 6:00 a.m. to 9:55 p.m.

### **B. Admittance of Guests of Residents to Leisure World**

1. All residents must notify the Main Gate of expected guests and deliveries at 301-598-1044. If a resident fails to notify the Gate Guard, guests will not be permitted to enter until the Gate Guard has succeeded in calling the resident to ensure that they are expected and has obtained the resident's authorization for entry.
2. Residents who have regular visitors may obtain up to eight gate Guest Passes per unit annually from the receptionist located in the Administration Building.

3. When expecting five (5) or more guests at the same time who do not possess Guest Passes, residents must complete the Leisure World form, "Notification of Guests/Visitors Expected," and turn it in to the Security Office in the Administration Building at least one day before the planned event. The form is available in the VPE Office.

### **C. Auto Decals and Identification Cards**

The Security Department in the Administration Building issues up to two RFID vehicle decals per unit to residents. The RFID decal automatically raises the gate arms at any of the three LW entrances. When the resident moves or the vehicle changes hands, the decal must be removed. Residents are also issued plastic identification cards for entry into the community and admittance to the various facilities of Leisure World.

### **D. Lockout Service**

1. Residents should leave a unit key at the Main Gate for emergency access only. Two types of lockout assistance, for the building and for the unit, are available on a 24-hour basis from the Gate Guards at the Main Gate.
2. If a resident has forgotten or misplaced the key fob and/or common area key, dial 100 to speak to either those in the VPE Office during business hours or the guards at the Main Gate. Both can automatically open the building door for you.
3. The unit key from the guard station will be temporarily loaned to the resident to gain entry to the unit, provided the resident presents sufficient identification, signs a written request, and promptly returns the key. If a resident cannot get to the guard station, the Security Department will deliver the emergency key for entry into the unit. A fee is charged for this service.
4. Residents should report the loss or theft of building keys and garage openers and/or key fobs to the VPE Office immediately.

### **E. Non-Resident Access to Units**

1. The Security Department maintains keys left by residents, in a secure manner at the Main Gate, to gain entry to each unit only in case of fire, flood, or any condition that may adversely affect the common elements, other units, or the health and welfare of the resident. **In case of an emergency**, entry shall be immediate, whether or not the unit owner is present, or permission is granted.
2. The agents of the Board of Directors or the managing agent, and any contractor or workman authorized by the Board of Directors or the managing agent, may enter any room or unit in the building with the permission of the unit owner at any reasonable hour of the day in

order to exercise and discharge their respective powers and responsibilities. Examples of such entry with the permission of the unit owner are (a) performing repairs to mechanical or electrical systems whose defective condition potentially might cause damage to another unit or the common elements; or (b) inspecting such entered unit for any vermin, insects or other pests and taking whatever measures are necessary to control or exterminate any such vermin, insects or other pests.

3. No unit owner may alter any lock or install additional locks, knocker, bell, or any other door fixture without the prior written consent of the Board. If a resident has changed the unit door lock, it is the resident's responsibility to ensure that the Main Gate has the correct key.

## **F. Solicitors, Open Houses, and Estate Sales**

1. Solicitors are not permitted within the property. If any unit owner is contacted by a solicitor on the property, the Property Manager should be notified immediately.
2. Realtors must accompany prospective residents when looking at a property. Open Houses are not allowed. "For Sale" signs are not allowed in the windows.
3. Estate sales are strictly prohibited. An Estate Sale is defined as an advertised time set aside for individuals to enter the building without an appointment to view, buy and carry out items purchased. Sales of items between an owner and a scheduled buyer are permitted.

## **VI. RESIDENT RESPONSIBILITIES**

### **A. Unit Self-Maintenance**

#### **1. Responsibilities of Each Unit Owner**

The Chart of Maintenance Responsibilities in the Bylaws outlines the maintenance responsibilities for VPE distinguishing between the responsibilities of the Association (e.g., balcony windows) and the responsibilities of individual unit owners (e.g., faucet repairs.)

#### **2. Alterations**

- a. No walls, ceilings, floors, doors, or windows may be altered or constructed in or removed from any unit except with the prior written consent of the Board. Alterations are subject to the applicable provisions of the Fair Housing Act of 1988 and any applicable state or county laws regarding reasonable modifications to units for residents with disabilities.
- b. For permission to make modifications or structural alterations to a unit, terrace, or balcony, residents must obtain an application form from the VPE Office and receive written approval



of the Board or its authorized designee prior to beginning any work. The Rules and Regulations section of this Manual provides additional details.

### 3. Authorized Contractor

Only licensed and insured contractors, electricians and plumbers are permitted to work in the building. Residents must give relevant information to the Property Manager who has the responsibility to verify and approve contractors who work in the building. Residents can call the Physical Properties Department at 301-598-1500 or any other licensed vendor if service is needed. Residents will be held responsible for all plumbing, electrical, or other problems caused by their use of contractors or service personnel.

### 4. Appliance Warranties and Repairs

Warranties are the responsibility of the unit owners. All repairs to appliances are the responsibility of the unit owners. The LW Physical Properties Department (PPD) can handle many repairs and maintenance services such as hanging pictures. PPD also offers annual maintenance contracts for plumbing, appliances, electrical and other services as a convenience to unit owners.

### 5. Garbage Disposals

- a. The most common appliance problems occur with garbage disposals. Specific use and care instructions for the garbage disposals are found in the operating booklet provided by the manufacturer. In general, most organic material can be put into the disposal but only in very small amounts at a time with the disposal on and cold water running. Coffee grounds, rice, celery, potato skins, onion skins and other fibrous matter can clog the disposal and pipes. Do not allow any solid objects, such as metals, bottles, and glass in the disposal. Paper also should not be put into the disposal, as it will clog the drain.
- b. **DO NOT PUT ANY GREASE OR LIQUID OR CRYSTAL DRAIN CLEANING AGENTS INTO THE DISPOSAL.** Grease clogs the disposal, and chemicals destroy the rubber gasket within the unit, which can cause flooding of the kitchen and units below.
- c. If a disposal fails to operate, the resident should check the manufacturer's instruction booklet. Frequently, simply removing foreign materials and pressing the "reset" button will restore the disposal to working order. **WARNING - Make sure the power to the disposal is turned off before attempting to remove any blockage.**

### 6. Common Area Responsibility

- a. Unit owners are responsible for maintaining consistency in the appearance in the common areas to contribute to the building's overall impression, avoid clutter, and reduce safety hazards. Doormats, external draft dodgers on doors, unique doorknobs or doorbells, or signs

are not allowed. Door decorations on hooks that do not damage the door are limited to 30 days. Residents who have difficulty accessing their delivered newspaper on the floor can request that the carrier hang it in a plastic sleeve on the doorknob. Shopping carts, walkers, and wheelchairs should not be left in the hall in front of the door.

- b. In keeping with inside consistency, residents also need to be aware of the aesthetics portrayed from the exterior of the building. Window coverings must be white, off white or beige. Installation of solar film requires prior written approval. Terraces and balconies are not to be used as storage areas on a permanent basis. No signs or notices should be on the windows and visible from the outside.

## **B. Unit Utilities**

### **1. Telephone Service**

Each unit is wired for telephone landlines. VOIP provided service is also available through the internet service.

### **2. Electrical and Gas Services**

Electrical and gas service to the units is separately metered and billed to individual unit owners. Water is provided as a common service to all units, and the Association provides the gas for the hot water heaters as a common element expense. Residents with Electric Vehicles and a garage space may arrange Level 1 charging at their expense and with a formal agreement available from the VPE Office.

### **3. Water and Sewer Service**

The Association pays for water and sewer usage as a common expense. Water and sewer taxes are billed directly to each unit owner and included on the property tax bill.

### **4. Heating, Ventilation and Air Conditioning (HVAC)**

- a. The heating and cooling in each condominium unit are provided by individual air conditioners and gas furnaces, the components of which are located in each unit's HVAC closet and on the roof. The HVAC is controlled by setting the thermostat in each unit. The HVAC system is composed of two separate types of equipment. One is the air handler that is located in each unit. The second is the condenser that is located on the roof. Cooling is pumped from the condenser to each unit's air handler. The portion of the system on the roof is not accessible to residents. If the HVAC fails, replacement is at the expense of the unit owner.
- b. It is important that all parts of the HVAC system have regular preventive maintenance as recommended by the equipment manufacturer. This regular maintenance is covered by a

contract through the Association. It is important that a resident NEVER operate the HVAC without air filters. Semi-annual inspections and quarterly filter changes are provided through a service contract. Service calls for residents who have chosen to have an energy savings programmable thermostat through Pepco are not covered under the residential HVAC service contract.

## 5. Variation in Temperature in the Common Areas

- a. The building was designed to be pressurized by unit blowers on the roof that are on at all times to provide cooling and heating to all common areas and hallways. The east end, west end, and center of each hallway receive this roof air on all ten floors via connected air ducts. The three thermostats that control the units are located on the tenth floor. When heat, for example, is called for by the thermostat, the heater on the roof heats the air and sends the air down to the tenth floor to satisfy the thermostat. This air also goes to the other nine floors below. Therefore, on the tenth floor the air may feel hot and on the first floor the air may just feel warm coming out of the hallway air duct.
- b. When the thermostat is not calling for hot or cold air, the blowers continue to blow the outside air into the building for circulation. When standing by a hallway duct, a resident may feel hot air coming in at one moment and cooler temperature air coming in the next moment. In the winter, we do try to preheat the cold air from outside even when the thermostat is not calling for heat. Hallway temperatures to suit a floor or portion of a floor cannot be adjusted without changing the temperature in some other part of the building.
- c. If the unit feels too cold, the resident should check to be sure the windows are closed properly. Increasing humidity will also help the air retain heat. Humidifiers installed on the furnace should have a water detection cut off switch that shuts down the furnace in case a leak occurs (EZ traps.)
- d. In order to ensure the flow of fresh air to each unit, the area under the door should not be blocked. Residents may install a filter on the inside bottom of the entrance door that will allow fresh air in while filtering out dust and other airborne matter.

## 6. Gas Leaks and Repairs

- a. If a gas leak is detected, do NOT try to light any appliance. Do NOT touch any electrical switch, and **do NOT use any phone** in the unit, including a cell phone. **Immediately call Washington Gas at 844-927-4427 (844-WASHGAS) from a neighbor's phone. If possible, open a window.** Follow the gas company's instructions. Also, call the VPE Office during business hours or the Main Gate at all other times.
- b. The Association has a contract with the Physical Properties Department that covers problems affecting the gas service within the building. Any service required must be performed by a qualified installer, service agency or Washington Gas.

## **C. Insurance and Liability**

### **1. LWMC Master Insurance Policy**

LWMC maintains a Master Insurance Policy, which covers Leisure World community property and general liability. The coverage of this master policy also extends to VPE common elements and, to a limited extent, to the individual units within VPE. Information on the master policy's coverage may be obtained on the community website or from the LWMC insurance administrator.

### **2. Property Insurance**

The Master Policy covers loss or damage to the common elements of VPE, and each unit owner is an insured person for his or her proportionate ownership in the undivided interest in the common elements. Coverage extends within the individual units to fixtures, appliances, walls, floor coverings and cabinetry originally installed by the builder. The Master Policy does NOT provide coverage for:

- Losses to any unit owner's personal property. This means that furniture, window coverings, clothing, jewelry, silverware, lamps, pictures, etc. are not covered.
- Living expenses incurred if a resident cannot occupy the unit after severe damage to it.
- Betterments and improvements were not originally installed by the builder 20 + years ago but installed by a unit owner that are affixed to the walls, ceilings, or floors of the units. These include but are not limited to hardwood floors, custom cabinetry, or custom closet organizers.

### **3. Liability Insurance**

The Master Policy will indemnify and defend the VPE Association and its unit owners against claims for personal injury or property damage. For example, if someone slips and falls on the common elements, the Master Policy will indemnify and defend all unit owners against liability for bodily injury. If, however, someone slips and falls within an individual unit, the Master Policy liability coverage will not apply.

### **4. Statutory Limitation on Unit Owner Liability**

Maryland condominium law limits the liability of an individual unit owner for damages to the common elements or to other units from causes originating in the individual's unit. Under the law, the maximum liability of an individual unit owner is \$10,000. This amount is, however, always subject to change by state legislation.

## **5. Indemnification of Board and Committee Members**

Board and committee members, as well as volunteers assisting them, are indemnified against liability to others arising out of the due exercise of their responsibilities. See Section 3.15 of the VPE Bylaws for more details.

## **6. Unit Owner's Personal Insurance Responsibilities**

The insurance programs described above do not replace the need for unit owners to carry separate insurance at their own expense. VPE governing documents require that unit owners carry personal insurance to cover their personal property, damages to other units and/or common elements, additional living expenses for loss of use of a unit, and personal liability. This policy must also provide coverage for any betterments or improvements not covered by the Master Policy. Under Maryland Law, the Association can assess a unit owner up to \$10,000 for any incident that originates in their unit and causes damage to other units. Residents should consult an insurance agent to ensure that their coverage is adequate and annually provide the page describing the insurance coverage to the VPE Office.

## **7. Limit on Claims against the VPE Association**

- a. All persons using any of the recreational or common elements do so at their own risk and sole responsibility. The Association does not assume responsibility for any occurrence, accident or injury in connection with such use except as noted in 7.b. No unit owner shall make any claim against the Association, its agents, or employees, for or on account of any loss or damage to life, limb or property sustained as a result of or in connection with any such use of any of the recreational or common facilities.
- b. Each unit owner shall hold the Association harmless from any and all liabilities and any action by any tenants, guests, invitees or licensees of such unit owner growing out of the use of the recreational or common facilities, except where such loss, injury or damage can be clearly proved to have resulted from and been proximately caused by the direct negligence of the Association or its agents or employees in the operation, care or maintenance of such facilities.

## **8. Unit Owner's Responsibility for Damage**

- a. Any damage to the Property, recreational facilities, or other common elements or equipment caused by unit owners, their employees, guest or their pets shall be repaired at the expense of the unit owner. This is why unit owners must carry personal insurance.
- b. To prevent damage to other units due to negligence, such as allowing water to overflow into other units from the kitchen, bathroom, laundry room, or humidifier, unit owners should install a water alarm or water cutoff (EZ trap). Water alarms are available for purchase from the VPE office and Home Depot. PPD can install the EZ trap for the humidifier.

## **D. Refuse, Recycling, and Pest Control**

### **1. Using the Refuse Rooms**

- a. The Refuse Room on each floor is located near the elevators and has a trash chute. Appropriate signage and information provide guidance on what items can be left in the Refuse Room and which items must be taken to the loading dock area. Please remember it is a personal responsibility to dispose of your trash properly. Guests and household employees should be informed of all the rules.
- b. To avoid disturbing residents living near the Refuse Rooms, do not dispose of trash and recyclable items before 7:30 a.m. or after 10:00 p.m.
- c. Cleanliness is imperative to prevent insect and rodent infestation.

### **2. Trash Disposal**

- a. Each Refuse Room has a trash chute for all trash. Place trash in plastic bags, fasten the bags tightly, and place them in the trash chute. The bags drop into a compactor at the base of the chute and are automatically compressed.
- b. Do not over-stuff bags or use large trash bags because they can get stuck in the chute and cause a very unpleasant backup of trash. Do not put metal or household items that cannot be crushed into the chute because they will damage the compactor.

### **3. Recycling**

- a. Leisure World residents are encouraged to recycle items such as glass, plastic, aluminum, magazines, mixed paper, and newspapers in accordance with the terms of the contract Leisure World has entered into for recycling. Residents and household employees should become familiar with the Montgomery County guidelines posted in each Refuse Room; they explain what items can be recycled and emphasize the need to rinse the items thoroughly before placing them in the recycling container.
- b. USE THE CONTAINER LOCATED IN EACH TRASH ROOM FOR CLEAN RECYCLABLE GLASS, METAL, AND PLASTIC ITEMS ONLY. STYROFOAM PACKAGING IS NOT RECYCLABLE IN MONTGOMERY COUNTY.
- c. Unbroken green, brown, or clear glass bottles and jars may be recycled. Rinse the containers before placing them into the recycling bin. Remove the lids and place them into the recycling bin.
- d. Plastic bottles, containers, jars, tubs, buckets, lids, cups, buckets, and flowerpots may be recycled. Please empty and rinse well all containers. The Leisure World contract does not

include the recycling of plastic bags. Plastic bags may be recycled at most local grocery stores or discarded as part of household waste inside a plastic trash bag down the refuse room chute.

- e. Aluminum cans, bi-metal (steel/tin) food and beverage containers, and aluminum foil and foil products may be recycled. Before placing them into the recycling bin, rinse all containers and wipe off aluminum foil. Lids are also recyclable. Please secure lid inside can if possible.
- f. Mixed paper products such as newspapers, glossy inserts, and magazines may be recycled. To assist in the collection of newspapers, place them in paper bags, tie them with string, or place in the labeled carton on the shelf. Place magazines and mixed paper products neatly in each of the designated containers on the shelves in the refuse room.
- g. Cardboard boxes may be recycled. Break up cardboard boxes and place them in the container labeled "cardboard." Large boxes must be taken to the loading dock for disposal in the large, labeled metal bin. Waxed cartons and boxes may be recycled. Rinse the cartons and place into the recycling bin for cardboard.

#### **4. Loading Dock Area**

- a. Residents may dispose of items not suitable for the refuse room (e.g., large cardboard, metal cookware, broken dishes) in the labeled large metal dumpsters in the loading dock area. Large items such as furniture, mattresses, and left-over building materials should be taken to the Transfer Station on Frederick Road in Rockville. Bulk pickup from the building is not regularly available and costs the Association.
- b. LW and Montgomery County are committed to recycling or repurposing as much as possible to keep materials out of landfills. The VPE Office keeps a list of local donation sites that welcome items such as clothing, books, and housewares that are in good condition. Periodically, the Activities Committee arranges to collect and transport donations.

#### **5. Pest Control**

The Association has a contract with a local exterminating service, and common areas are treated on a routine basis. This service is available to residents without charge. Residents wishing to use the exterminating service for their individual units may call the VPE Office at 301-598-1075 to make arrangements.

#### **E. Pets**

##### **1. Pet Guidelines and Regulations**

- a. A resident's right to have pets in VPE is subject to regulation by the Board of Directors.

- b. Residents are permitted to keep pets only in accordance with the provisions of the Declaration, Bylaws, Rules and Regulations of VPE, and Montgomery County Code, Chapter 5, Animal Control. A full explanation of regulations regarding pets is also included in the Rules and Regulations section of this Manual.
- c. Resident pets may not exceed 40 pounds in weight (fully grown), except for medically prescribed domestic animals (e.g., service dogs, therapy animals). Visiting pets are not exempted from this restriction and must be registered in the VPE Office, if they stay more than a day. Their owners must adhere to all of the VPE pet rules.
- d. Pets may be transported in elevators and stairwells to enter or leave the building on a leash. No pets can be taken through the lobby. Use either the elevator to the P-level or the stairs to the garage.
- e. In light of possible health problems of some residents (i.e., allergies or phobias), pets other than service animals should not be transported in any passenger elevator in which a passenger already onboard objects to the presence of the pet in the elevator.

## **2. Animal Registration - Initial and Annual**

- a. Residents who bring their pets to live in VPE or who host visiting pets are required to register them in the VPE Office and provide required documentation.
- b. For all pets that must be registered in Montgomery County, the owner must submit a copy of the pet's Montgomery County registration, along with a picture of the pet, on arrival and annually thereafter when registrations are renewed. Also provide a copy of the current rabies vaccinations record at the time of initial registration, and thereafter when revaccination occurs.

## **3. Pet Control Responsibility**

- a. Because Montgomery County Code, Chapter 5, Animal Control applies to Leisure World, all of its ordinances regarding pets are in effect. VPE residents who own, or host pets should be familiar with and must comply with these ordinances. The Animal Services Division of the Montgomery County Police may issue a civil citation to any pet owner for violation of these ordinances.
- b. Pets must be leashed and/or carried under the control of the owner at all times while on the common elements, and the leash must be of a length that ensures that the pet is under full control at all times. At no time may any pet be leashed to any stationary object on the common elements.



#### **4. Pet Area and Waste Disposal**

- a. A Pet Area has been established for VPE adjacent to the Loading Dock Entrance on the basement level, that is, the west P-level garage. A waste disposal basket is placed in this area for VPE residents to use to pick up and deposit their pets' waste.
- b. Pet owners may walk their animals along Leisure World Boulevard. The landscaped areas around buildings MAY NOT be used to exercise pets. Walking dogs in hallways is not acceptable.
- c. Leisure World and Montgomery County enforce the county's "pooper-scooper" law; therefore, residents must always pick up their pet's waste and deposit it into the containers designated for that purpose. Failure to obey the "pooper-scooper" law may result in a costly fine.

#### **5. Dealing with a Problem Pet**

- a. If a neighbor's pet becomes a problem, such as excessive barking or aggressive behavior, try to work out a solution with the animal's owner.
- b. If attempts at a solution are unsuccessful, file a written complaint with the VPE Office. The complaint should include a complete and specific description of the problem and identify the animal and the owner. Upon receipt of the complaint, the Property Manager will discuss appropriate action with the pet owner and follow an established resolution process as outlined in the Rules and Regulations.

#### **6. Stray Animals**

Report any stray animals to the Montgomery County Animal Control Center (240-575-3939) and arrangements will be made to pick up the animals. Feeding deer, geese, fish or fox is prohibited.

#### **F. Smoking and Vaping**

1. For safety and health reasons, VPE is a smoke-free building. Smoking is prohibited in the interior of all units, including limited common elements such as terraces and balconies. Smoking is also prohibited in all common elements, such as, but not limited to, lobbies, hallways, elevators, stairs, Community Room, storage areas, restrooms, refuse rooms, staff offices and equipment rooms. Because some individuals are sensitive to chemicals, this prohibition also applies to strong fragrances that can cause a problem.
2. There is also no smoking within **20 feet** of all sides of the building. Appropriate signage is displayed designating the building as smoke-free. Smoking is defined as use of any lighted legal or illegal products, smoking devices, or use of electronic vapor smoking devices that

produce airborne emissions. For specific details with regard to the smoking policies, see Section 17.0 of the Rules and Regulations.

## **G. Move-in/Move-out**

### **1. Elevator and Loading Dock Scheduling**

- a. Each resident moving into or out of any unit at VPE is required to schedule the move well in advance of the move date with the VPE Office to reserve the use of the freight elevator and loading dock. Specific dates cannot be assured until a reservation is made, especially on short notice.
- b. Moves in or out of the building will be scheduled Monday through Friday, excluding holidays. Moves will be scheduled in increments from 8:30 a.m. to 12:00 noon; and between 1:00 p.m. to 5:00 p.m. Special arrangements must be made to continue a move during the lunch hour.

### **2. Elevator Fees**

- a. The fee prescribed by the VPE Board, currently \$100.00 for move-in/move-outs, is non-refundable. An additional refundable fee of \$150.00 is put on deposit for all resident move-outs to reimburse the Association for repairing any damage to the common areas caused by the move.
- b. All fees are payable to VPE and must be received prior to obtaining the authorization from the Property Manager.
- c. Residents will also be held responsible for any damage to the building caused by their moving or delivery services.

### **3. Removal of Packing Materials**

- a. Each resident is responsible for the proper removal from VPE of all trash, debris, and packing material, including without limitation, crates, boxes, paper, wires, and nails, relating to that resident's move-in or move-out.
- b. Each resident should instruct the moving company to place all such packing material on the loading dock in the appropriate dumpster. Under no circumstance shall any such material be deposited in the refuse rooms.

## **H. Deliveries**

### **1. Responsibility for Deliveries**

- a. Employees and agents of the Association are not authorized to accept packages, keys, money or articles of any description from or for the benefit of a unit owner. Deliveries requiring entrance to a unit owner's unit will not be accepted.
- b. On the day of delivery, the resident should call the Main Gate at 301-598-1044 to inform the LW Gate Guard that a delivery is expected.

### **2. Large Items**

- a. Any deliveries requiring the use of the loading dock and freight elevator, such as furniture, appliances, and carpets, must be scheduled through the Property Manager, as with the initial move-in.
- b. Deliveries may be scheduled Monday through Friday, excluding holidays, between 8:30 a.m. and 12:00 noon and between 1:00 p.m. and 5:00 p.m. Special arrangements must be made for deliveries over the lunch hour. Call the VPE Office at 301-598-1075 to schedule a delivery.
- c. Large or bulky items must be transported in an elevator temporarily padded as a freight elevator. Permission for the use of this elevator must be obtained in advance from the Property Manager. Use may be scheduled only on weekdays, excluding holidays, between 8:30 a.m. and 12:00 p.m. and between 1:00 p.m. and 5:00 p.m.
- d. Packing materials, cartons and boxes should be removed by the delivery company or appropriately disposed of by the resident. Under no circumstances shall any such material be deposited in the refuse rooms.

## **VII. Dealing with Emergencies**

A detailed Emergency Action Plan is available from the VPE Office. In addition, Leisure World News and The View contain reminders and articles explaining the best ways to be prepared for emergencies. The Montgomery County Fire Marshall urges each resident to pre-plan actions so that there will be a minimum of confusion in the event of a fire or other emergency. The following procedures are meant to help in preparing for emergencies. Please discuss them with the members of your household.

If an emergency occurs, you must respond calmly and intelligently. What follows is a safety checklist that you should become very familiar with. Do what it says, and you will be able to manage your immediate needs throughout the emergency.

## **A. First Steps**

1. **FIRST**, call the emergency number, 911, to notify the Fire Department of the exact location of the fire.
2. Promptly leave your residence, and close your door tightly, but leave it unlocked. Proceed to the nearest exit stairway and exit the building.
3. Activate the building alarm system by pulling the lever on the red call station located at the exit stairwell door. These call stations are located at all stairwell doors and the building exit doors. A fire alarm panel in the main lobby will light up to show the location of the activated call station, so do not pull more than one fire alarm lever. (Doing so will create confusion for Fire Department personnel and delay their locating the fire.) The building alarm system will automatically notify the alarm monitoring company which will contact the Fire Department, the Main Gate, and the VPE Office staff on call.
4. DO not use the elevators to get downstairs. Use the stairways and exit through the garages.

## **B. Inside your Unit**

1. Upon hearing the building's internal fire alarm while in the apartment, check to see whether the entrance door is warm. If it is, do not open the door. In a fire-resistant building like VPE the resident is safer inside the residence, with the door closed, than by attempting to escape through active fire.
2. If smoke starts to enter around the door, use wet towels or sheets to seal the cracks. Go to a window and signal for help.
3. If the unit door is not hot, open it slowly and be ready to slam it shut if necessary. Check the corridor, and, if no smoke or fire is present, proceed to the nearest exit stairway, and go downstairs to the Garage Level and exit the building.
4. Do not use the elevators. Follow exit signs and do not exit through the Lobby.
5. During an evacuation, avoid undue haste. Exercise caution on stairs to avoid falling. Keep low in the presence of heat or smoke. Follow the instructions of Fire and Rescue Personnel.
6. If physically challenged, it is safer to stay inside your unit than to go down the stairs.

## **C. Fire Alarm Locations**

1. Fire alarm call stations are located in each corridor, immediately beside the exit stairwell doors, and at each building's exit door. VPE currently contracts with TYCO who will notify the

Fire Department and then Security at the Main Gate of an emergency and monitor the fire alarm system off-site. The system is evaluated quarterly and inspected annually.

2. Fire alarms sound **only** on the floor where the alarm was activated and, on the floor, above and the floor below.

#### **D. Assistance for Residents with Disabilities**

If a resident is physically or mentally challenged or ill, they (or the caregiver or legal representative) should notify the VPE Office immediately and give the name, unit number and type of assistance needed. Please give the name, address, and telephone number of the person or persons to notify in an emergency. A list of residents who need assistance in an emergency is also maintained in the Fire Control Room of VPE for use by fire and rescue personnel.

#### **E. Smoke Detectors**

1. The smoke detector in each apartment does not activate the building alarm system or notify the fire department. Activate the building alarm system by pulling the lever on a Red Call Station in the hallway, next to the stairwells.
2. The smoke detectors installed in each apartment operate on an ionization principle. They sense the smoke particles from a fire and sound a piercing alarm. This alarm sounds only in the unit unless the level of heat is such that the sprinkler system is activated; then the alarm will sound on that floor and on the floors above and below that unit.
3. Unit owners are responsible for evaluating all the smoke detectors in the unit periodically to make sure that they are in good working order and for replacing any faulty smoke detectors in the unit. Smoke detectors have a limited life span of about 10 years.
4. To test the detector, use the manual test button. The detector in the unit also has an indicator light that shows that the power source is functioning. If the light is not lit, evaluate the unit manually. Contact the Physical Properties Department 301- 598-1500 or other licensed source if repair or replacement is necessary.
5. One detector in each unit is wired directly into an electrical circuit, but it also contains a battery, so that it will function even during a power outage. When the battery is low, an intermittent beep will sound from the detector, signaling that the battery needs to be replaced.
6. If the resident is unable to change the battery, the VPE Maintenance personnel will change the battery during regular maintenance visits. If there is no new battery on hand, one may purchase a 9-volt battery from the VPE Office.

7. The VPE building management staff clean and test smoke detectors in the common areas at periodic intervals.

## **F. Fire Sprinklers**

1. Fire sprinklers are provided in each individual unit in the building. To ensure that sprinklers remain in good working order and are ready for any emergency, do not block or cover the sprinklers.
2. Do not cover sprinklers with a piece of furniture or artwork or impede them in any way by hanging something from them.
3. Each sprinkler unit is individually activated and will turn on when the air around it reaches a predetermined temperature.
4. Do not allow the balcony to become too hot. It is especially important in summer to allow either outside air or interior air into the balcony as keeping the balcony fully closed could result in tripping the sprinkler system.
5. The building's sprinkler system is tested quarterly and inspected annually.

## **G. Emergency Lighting**

1. VPE has an emergency lighting system powered by an emergency generator that will activate in the event of a power failure. This system will power the elevators, exit signs and stair lights, as well as certain corridor light fixtures leading to the exits.
2. Other areas may be dark, so it is important that each resident keep a working flashlight handy to assist in evacuating the household. Check the batteries regularly.
3. When the building alarm system sounds, flashing alarm lights for the hearing impaired will go off as well. These flashing alarms outside the unit are located near both the fire alarm call stations at the exit stairwell doors and the building exit doors.

## **H. Weather Emergency**

The Washington metropolitan area is prone to severe thunderstorms and high winds. Warnings are broadcast over most radio and television stations. Remain safe by staying in the building and staying away from windows. VPE has a generator to supply electricity to the common areas. It may be prudent to unplug appliances that can be damaged by power surges.

## **I. Health Emergency**

1. In case of a serious medical emergency, call 911. Both Wheaton and Kensington Rescue Squads provide service to Leisure World. The closest Emergency Room is MedStar Montgomery Medical Center on Prince Philip Drive in Olney. An Urgent Care Center is located on Georgia Avenue and 108 in Olney.
2. Residents who live alone may want to participate, for a fee, in an emergency notification service with a two-way speaker hooked up to the telephone. A small button is worn around the neck or wrist and when pushed can alert the service provider in case of a fall or other health emergency. A lock box with the unit key can be placed on the door. You can share the code with the office if you want to.
3. VPE follows all government guidelines for health and public safety. Information is distributed accordingly.

## **J. Criminal Activity**

Residents should immediately call 911 if they witness any type of crime to person or property. Please call Security at 301-598-1044 to let them know that the police have been contacted.

## PART II: RULES AND REGULATIONS

The following is the list of currently effective Rules and Regulations, approved by the Board of Directors on December 08, 2022. Further information and context for the Rules and Regulations can be found in the Declaration, Bylaws, and the Residents Manual. All Rules and Regulations are enforceable by the Management and/or Board of Directors.

All residents and employees of VPE are protected from discrimination, harassment, and bullying on the basis of race, color, religion, gender, national origin, disability, citizenship, sexual orientation, or any other personal characteristic protected by Federal Civil Rights Legislation, the Fair Housing Act, and Leisure World policies. The Rules and Regulations of VPE aim to prevent and address inappropriate or offensive behaviors and promote a positive culture for all.

### 1.0 GENERAL

1.1 The Council of Unit Owners of Vantage Point East at Leisure World, a Condominium ("Association"), acting through its Board of Directors, has adopted the following Rules and Regulations ("Rules"). **Wherever in these Rules reference is made to "unit owners," such term shall apply to the owner of any unit, whether or not in residence, to such owner's tenants, and such owner's (or such tenant's) household members, employees, agents, guests, invitees or licensees.** Wherever in these Rules reference is made to the Association, such reference shall include the Association and the managing agent, through the Property Manager, when acting on behalf of the Association.

1.2 The Board of Directors reserves the right to alter, amend, modify, repeal or revoke these Rules and any consent or approval given hereunder at any time, in accordance with the Maryland Condominium Act. Such changes may be made by the Board after a 15-day comment period by the Council of Unit Owners.

### 2.0 OCCUPANCY RESTRICTIONS

2.1 It is the intention of Vantage Point East to provide housing for older persons. Therefore, subject to all applicable federal, state, and county laws and regulations, the following apply:

2.1.1 At least one (1) of the persons who resides in any unit in Vantage Point East must be 55 years of age or older; any other resident of the unit must be 50 years of age or older.

2.1.2. If the only resident of a unit in Vantage Point East who is 55 years of age or older dies or ceases to be such a resident, any surviving residents of such unit 50 years of age or older, including spouse or disabled immediate relative, may continue to reside in the unit until a subsequent sale of such unit.

2.2 No additional resident of the unit may be under the age of 50 years, except as follows:



2.2.1 A person under the age of 18 years may reside in the unit, but not for an aggregate of more than thirty (30) days in any calendar year; and

2.2.2 Any other person between the ages of 18 and 50 may reside in the unit, but not for an aggregate of more than ninety (90) days in any calendar year.

2.3 The Board of Directors shall have the right to grant exceptions to the occupancy restrictions to prevent a hardship; provided, however, that at least eighty percent (80%) of the units in Vantage Point East meet the requirement of clause (2.1.1) above.

2.4 The Board has the right to contact Leisure World Social Services and/or family members in case a resident does not appear to be capable of self-care and does not appear to have obtained adequate assistance for independent living.

### **3.0 RESTRICTIONS ON UNIT USE**

3.1 No part of the Property shall be used for any purpose except housing and the common purposes for which the Property was designed. Each unit shall be used as a private residence, subject to the Bylaw restriction on the number of units (10%) that can be rented. No unit owner shall lease a unit other than on a written form of lease filed with the VPE Office. Unit owners must live in the unit for 1 year before renting.

3.2 No unit shall be used or rented for transient, hotel or motel purposes. No "For Sale," "For Rent," "For Lease," or other window signs or other forms of advertising are permitted on any part of the Property or in any unit.

3.3 Except for "no-impact home-based business," as defined by section 11-111.1 of the Maryland Condominium Act, no industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, designed for profit, altruism, exploitation or otherwise, shall be conducted, maintained or permitted in any unit. However, this prohibition shall not apply to occasional, not regularly scheduled, use of the unit for charitable, community or religious purposes by the owner and guests.

3.4 No improper, offensive or unlawful use shall be made of the Property or any part thereof. All laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction relating to any portion of the Property shall be complied with, by and at the sole expense of the unit owner or the Board, whichever shall have the obligation to maintain or repair such portion of the Property. If the latter, the cost of such compliance shall be a common expense.

#### **4.0 RESTRICTIONS ON USE OF COMMON ELEMENTS**

4.1 The common elements shall be used only for the furnishing of the services and facilities for which the same are reasonably suited and which are incidental to the use and occupancy of the units. The sidewalks, building entrances, stairwells, and hallways shall only be used for the purpose of normal transit.

4.2 Entrances, lobbies, halls, stairways, garages and other common areas of the building may not be obstructed, littered, defaced or misused by residents, guests, employees, or contractors and may not be used for playing or loitering.

4.3 No articles of personal property may be stored or left unattended in common areas of the building, including hallways, stairwells, building entrances, parking areas, sidewalks or elsewhere on the common elements.

4.4 No resident shall move, remove, add, or otherwise change items in any of the common areas without the approval of the Board of Directors.

4.5 Nothing may be altered, constructed on, or removed from the common elements without the prior written approval of the Board. Alterations to limited common elements must have prior written approval of the Board.

4.6 Nothing shall be done or kept in any of the common elements that will increase the rate of insurance for the Property or contents thereof applicable for residential use without the prior written consent of the Board. No unit owner shall permit anything to be done or kept in the unit or on the common elements that will result in the cancellation of insurance on the Property or contents thereof, or that would be in violation of any public law, ordinance, or regulation.

4.7 Signs or notices of any type may not be posted or displayed in or about any unit so as to be visible from the exterior of the building or within the common areas without the prior consent of the Property Manager.

4.8 The Activities Committee has authority over notices placed in the elevators and on the elevator hall tables. No other items may be placed on these locations.

4.9 Only VPE Office staff may post notices of interest to VPE residents on the glass-enclosed boards. Bulletin boards are reserved for VPE notices and items of general interest. Notices of Leisure World activities and events are posted at the discretion of the Property Manager. Personal notices may be posted for a limited time on the black bulletin board near the mailboxes on a small card, dated and signed.

4.10 No solicitations by outside vendors are allowed in the common areas, on the bulletin boards, or door-to-door.

4.11 Except in the recreational areas as designated by the Board, no recreational activity or lounging shall be permitted nor shall baby carriages, bicycles, playpens, wagons, toys, benches, chairs, or other articles of personal property be left unattended in common areas of the building, hallways, stairwells, building entrances, parking areas, sidewalks, lawns or elsewhere on the common elements.

4.12 Nothing shall be done in any unit or on the common elements that may impair the structural integrity of the building or that may structurally change the building, nor shall anything be altered or constructed on or removed from the common elements, except upon the prior written consent of the Board.

4.13 All persons shall be appropriately attired when appearing in any common element of the Property including stairwells, lobbies, hallways, Community Room and any other public spaces of Vantage Point East. Lounging in appropriate attire is permitted on the Community Room patio when authorized meetings or private parties are not in progress.

## **5.0 ALTERATIONS**

5.1 No walls, ceilings, floors, doors, or windows may be altered or constructed in or removed from any unit except with the prior written consent of the Board. Alterations are subject to the applicable provisions of the Fair Housing Act of 1988 and any applicable state or county laws regarding reasonable modifications to units for residents with disabilities.

5.2 Only licensed and insured contractors, electricians, and plumbers may work in the building. The Property Manager is responsible for verifying credentials and approving contractors who must get a contractor form filled out to work in the building. The unit owner is responsible for obtaining prior written approval from the Property Manager and will be held responsible for all problems caused by their use of contractors or service personnel.

5.3 All work must be scheduled to commence at 8:30 and must cease at 5 p.m. Monday through Friday (excluding Federal holidays).

5.4 The Property Manager has the authority to stop any contract work in a unit until issues of non-compliance have been resolved with the unit owner.

5.5 If any unit owner makes changes without obtaining prior written approval, they may be required to restore the Property to its original condition and appearance at their expense.

## **6.0 APPLIANCES, HEATING, AND AIR CONDITIONING**

6.1 Windows, terrace or balcony doors in a unit shall be kept closed during air-conditioning season while the air conditioning system in that unit is in use in order to prevent condensation from forming in the unit's cooling mechanism and causing damage to carpets and floors. This

regulation shall not apply to balcony doors in a unit whose balcony has been connected to the ducts of that unit's air conditioning system.

6.2 All radio, television or other 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 Board of Fire Underwriters and the public authorities having authority. The unit owner alone shall be liable for any damage or injury caused by any radio, television or other electrical equipment in such unit.

6.3 Installation of additional major appliances in any unit is prohibited without the prior written approval of the Board. Such prohibited appliances include, but are not limited to, additional washing machines, dryers, refrigerators, freezers, and dishwashers.

6.4 Replacement of existing major appliances with other than comparable equipment is permitted only with the prior written approval of the Board. All-in-one washer/dryer units may be replaced with side-by-side units if they fit into the laundry room.

## **7.0 BALCONIES**

7.1 Each unit owner is responsible for the normal maintenance of the enclosed balcony and for any damage caused or permitted by negligence, misuse, or neglect. All structural repairs or replacements to the balcony exteriors are the responsibility of the Council of Unit Owners as a common expense.

7.2 Ceiling rotary fans may be installed on enclosed balconies only with the prior written approval of the Board, except when electric junction boxes for such fans were installed by the developer. Any electric installations must be made by licensed electricians and conform to applicable codes of Montgomery County.

7.3 Balcony mortar, but never the bricks, may be penetrated to a depth not to exceed two inches for the installation of hardware to support decorations, provided that any such penetration must be at least one foot away from any electrical outlet.

7.4 No unit owner shall cause or permit anything to be hung, displayed or exposed on the exterior of a unit or common elements appurtenant thereto, whether through or upon the windows, doors, masonry, terrace or balcony of such unit. The prohibition includes, but is not limited to, laundry, clothing, rugs, signs, awnings, canopies, shutters, or radio or television antennas. United States flags may be displayed in accordance with federal law.

7.5 Satellite dishes not in excess of one meter in diameter shall be permitted subject to reasonable rules regarding location and screening adopted by the Board and in accordance with applicable federal, state, and county laws and regulations.

7.6 No exhaust fan, air conditioning apparatus, television or radio antennas or other items shall be installed by the unit owner beyond the boundaries of the unit.

7.7 No terrace or balcony shall be enclosed or covered without the prior written consent of the Board (except for those that are enclosed when conveyed by the developer).

7.8 No painting of balcony brick walls or railings is permitted.

7.9 In the event that the Association needs to repair/replace the concrete slab, the unit owner is responsible for repair or replacement of any floor coverings.

## **8.0 DELIVERIES**

8.1 Employees and agents of the Association are not authorized to accept packages, keys, money or articles of any description from or for the benefit of a unit owner. Nevertheless, if packages, keys (whether for a unit or an automobile), money or articles of any description are left with the employees or agents of the Association, the unit owner assumes the sole risk and the unit owner, not the Association, shall be liable for injury, loss or damage of any nature whatsoever directly or indirectly resulting therefrom or connected therewith. Deliveries requiring entrance to a unit owner's unit will not be accepted.

8.2 Deliveries of large items, such as furniture, appliances, and carpets, must be arranged in advance with the VPE Office for the hours of 8:30 a.m. to 5:00 p.m., Monday through Friday, excluding holidays.

8.3 No large furniture, lumber, carpeting, tiles, appliances, or other supplies or apparatus may be brought into the Property on Saturdays, Sundays, and holidays because no appropriate elevator or building staff monitoring services are available.

8.4 The receiving unit owner is responsible for the proper removal from the Property of all packing material, including without limitation, crates, boxes, paper, wires and nails. Under no circumstances shall any such packing material be deposited in the refuse rooms or loading dock.

## **9.0 MAINTENANCE OF UNIT**

9.1 Each unit owner/resident shall keep the unit in a good state of repair and cleanliness and shall not sweep or throw or permit to be swept or thrown from the unit, or from the doors, windows, terraces or balconies thereof, any dirt or other substance.

9.2 All garbage and trash must be placed in the proper receptacles designated for refuse collection and no garbage or trash shall be placed elsewhere on any common element. Only bagged household trash should be put into the chute. Medical waste (excluding needles) must be bagged and put into the chute.

9.3 Recycling in the refuse rooms must be in accordance with guidelines that are posted in the refuse room, distributed by the Property Manager, and/or specified in the Residents Manual.

9.4 The toilets and other water and sewer apparatus shall be used only for the purposes for which designed, and no sweepings, matches, rags, ashes or other improper articles shall be thrown into them. The cost of repairing any damage resulting from misuse of any of such apparatus shall be borne by the unit owner causing the damage.

9.5 Residents are cautioned against excessive use of soaps and other detergents in their appliances or plumbing apparatus that may cause overflow of suds in any unit or in any central waste disposal system. Detergents and soaps shall be used only pursuant to manufacturer's directions.

## **10.0 MOVE IN/MOVE OUT**

10.1 Move-ins and move-outs must be scheduled and are restricted to the hours between 8:30 a.m. and 5:00 p.m., Monday through Friday, excluding holidays. Such moves ordinarily will be scheduled from 8:30 a.m. to 12:00 noon and/or 1:00 p.m. to 5:00 p.m. Only the freight elevator, not the other two elevators, may be used for move-ins and move-outs.

10.2 No move-in or move-out of any unit may be made until permission from the Property Manager is obtained and all fees have been paid.

10.3 Each unit owner is responsible for the proper removal from the Property of all trash, debris, and packing material, including without limitation, crates, boxes, paper, wires and nails, relating to that unit owner's move-in or move-out.

## **11.0 NOISE ABATEMENT**

11.1 No unit owner shall make or permit any disturbing noises in the Property, including the units and common elements (including the Community Room and adjacent terrace), or do or permit anything that will interfere with the rights, comforts or convenience of other unit owners.

11.2 All unit owners shall keep the volume of any radio, television, musical instrument or other sound-producing devices in their units sufficiently reduced at all times so as not to disturb other unit owners. No unit owner shall dispose of trash and recyclable items in the refuse rooms between the hours of 10:00 p.m. and the following 7:30 a.m. The party room terrace shall not be used for private parties or otherwise between the hours of 10:00 p.m. and the following 7:30 a.m.

11.3 Except for emergency repairs, all construction, installation or renovation involving hammering, drilling, scraping, or other disturbing noises anywhere on the Property may not begin before 8:30 a.m. and must stop at 5:00 p.m., Monday through Friday, excluding holidays.

11.4 To reduce the transmission of sound between units, sufficient carpeting, rugs, and padding shall be maintained on a minimum of eighty percent (80%) of the floor surfaces (excluding kitchens, closets and bathrooms).

## **12.0 NON-RESIDENT ACCESS TO UNITS**

12.1 The Leisure World Security Department maintains keys, in a secure manner at the Main Gate, to gain entry to each unit, if and only if, such entry is necessitated by the fact or threat of fire, flood, or any other condition, that may adversely affect the common elements, other units, or the health and welfare of the resident.

12.2 A unit key may also be temporarily loaned to the individual unit owner/resident to gain entry to his/her unit, provided the unit owner/resident presents sufficient identification, signs a written request, and promptly returns the key.

12.3 No unit owner shall alter any lock or install additional locks, or a knocker, or a bell or any other fixture on any doors of a unit without prior consent of the Board. A unit owner may rekey the lock of their unit without approval but must immediately deposit a copy of the new key at the Main Gate.

12.4 Any agent, contractor, or workman authorized by the Board or the managing agent, may enter any room or unit in the building with the permission of the unit owner at any reasonable hour of the day for the purpose of exercising and discharging their respective powers and responsibilities. In case of an emergency, such right of entry shall be immediate, whether or not the unit owner is present, or permission is granted.

## **13.0 PARKING AND VEHICLES**

13.1 Unit owners must register all motor vehicles with the Leisure World of Maryland Security Office in the Administration Building. An RFID decal is issued for display on the vehicle in order to permit identification of the owner or operator and expedite entry into Leisure World.

13.2 All unit owners shall observe and abide by all parking and traffic signs and arrows posted by Leisure World, the Association, or by municipal authorities. Vehicles parked in violation of any such regulations may be towed away at the unit owner's sole risk and expense. Driving violations are subject to fines.

13.3 Vehicles using outdoor parking spaces must park front-in to avoid rear-end overhang that could obstruct pedestrian walkways, cover grass strips and hinder mowing, or cause bumper or exhaust smoke marks on building walls, concrete parking blocks, or exhaust damage to plantings. Parking so as to block sidewalks or driveways is not permitted.

13.4 Vehicles using indoor garage parking may back into spaces where support columns interfere with front-in parking, but their owners are subject to charges for cleaning or painting-over bumper or exhaust smoke marks on walls.

13.5 No vehicle shall be parked in any parking space, indoor or outdoor, so as to overlap parking stripes or otherwise obstruct or reduce the adjacent spaces for other vehicles.

13.6 Trailers, campers, recreational vehicles, boats and other large vehicles may not be parked on the Property. The Board of Directors may grant temporary permission for such vehicles in exceptional cases and designate the appropriate parking location.

13.7 No junk or derelict vehicle or other vehicle on which current registration plates are not displayed shall be kept upon any of the common elements. No vehicle shall be parked within the Property with a "For Sale" sign attached.

13.8 Except in areas designated by the Board, vehicle repairs other than (i) emergency maintenance and (ii) ordinary light maintenance (excluding fluid changes and other operations that might soil the common elements) are not permitted on the common elements. Washing and waxing of vehicles is not permitted any place on the Property.

13.9 If any vehicle owned or operated by a unit owner shall be illegally parked or abandoned within the Property, the Association shall be held harmless by such unit owner for any and all damages or losses that may ensue, and any and all rights in connection therewith that the owner or driver may have under the provisions of state or local laws and ordinances are hereby expressly waived. The unit owner shall indemnify the Association against any liability that may be imposed on the Association as a result of such illegal parking or abandonment and any consequences thereof.

13.10 Unit owners may not directly engage LW or VPE employees to move, handle, park or drive any automobile placed in the parking areas.

13.11 Unit owners wishing to rent out their garage space must notify the Association in writing. Garage spaces may only be rented to other VPE residents.

13.12 Residents with electric or plug-in hybrid vehicles are permitted to charge their vehicles on a 120v outlet in the garage if they own an indoor parking space, pay for the electricity, can access an outlet as described in the Policy Resolution, and agree to the policies and standards outlined in an agreement available from the VPE Office.

#### **14.0 PETS AND ANIMALS**

14.1 No animals, livestock, poultry or reptiles of any kind, regardless of number, may be maintained, kept, boarded, bred, or raised, in any unit or upon the common elements, except that the keeping of small, ordinary domestic pets (e.g., dogs, cats or caged birds) not to exceed



one (1) per unit without the approval of the Board, and aquarium fish and other limited species of animals that do not normally leave the unit and that do not make noise is permitted, subject to such Rules adopted by the Board.

14.2 Resident pets may not exceed 40 pounds in weight when full-grown, except for medically prescribed trained service and therapy animals.

14.3 A service animal is not a pet. Any resident with a service animal shall provide the VPE Office with documentation that the animal has specialized training to perform tasks for the individual with a disability. The resident is not required to identify the type of disability.

14.4 A therapy animal is not a pet. Any resident with a therapy or comfort animal shall provide the VPE Office with reliable documentation from a physician, psychiatrist, social worker, or other health professional that there is a disability related need. The documentation must certify that the animal provides physical and/or emotional support.

14.5 All animals must be inoculated as required by law and registered with the VPE Office. The Board may establish reasonable fees for registration, not to exceed the additional costs incurred by the Association resulting from the presence of the animals.

14.6 An animal may be maintained in a unit only for so long as it is not a nuisance. Any animal causing or creating a nuisance, or any unreasonable disturbance or noise may be permanently removed from the Property upon ten (10) days written notice from the Board of Directors. Actions that constitute a nuisance include but are not limited to abnormal or unreasonable crying, barking, scratching, aggressive behavior, as well as damaging, soiling, or defecating on common elements when the owner takes no immediate action to remove the unhygienic material.

14.7 Pets may not enter or leave the building through the front lobby. The only exit for pets from the Vantage Point East building is through the stairwells or the garage. Pets may be transported in elevators and stairwells.

14.8 In light of possible health problems of some residents, (e.g., allergies or phobias), pets other than service animals shall not be transported in any elevator in which an on-board passenger objects to the presence of the pet in the elevator. Pets and their owners do not have to get off of an elevator to let others on.

14.9 Animals must be leashed and under the control of the owner at all times while outside of the unit, and the leash shall be of a length that ensures that the animal is under full control at all times. At no time shall any animal be leashed to any stationary object on the common elements.

14.10. Animal owners are fully responsible for personal injuries and/or property damage caused by their animals and shall indemnify and hold the Association and each unit owner and tenant

free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the Property.

14.11. Owners of animals walked upon the common elements or elsewhere must promptly clean up their animal's droppings and dispose of them properly.

14.12 Visiting pets are subject to all the Rules in section 14.0 unless an exception has been approved by the Board.

## **15.0 RECREATIONAL AND COMMON ELEMENTS USE**

15.1 All persons using any of the recreational or common elements do so at their own risk and sole responsibility. The Association does not assume responsibility for any occurrence, accident or injury in connection with such use. No unit owner shall make any claim against the Association, its agents, or employees, for or on account of any loss or damage to life, limb or property sustained as a result of or in connection with any such use of any of the recreational or common facilities.

15.2 Each unit owner shall hold the Association harmless from any and all liabilities and any action of whatsoever nature by any tenants, guests, invitees or licensees of such unit owner growing out of the use of the recreational or common facilities, except where such loss, injury or damage can be clearly proved to have resulted from and been proximately caused by the direct negligence of the Association or its agents, or employees in the operation, care or maintenance of such facilities.

15.3 Any damage to the Property, recreational facilities, or other common elements or equipment caused by a unit owner or a unit owner's pet shall be repaired at the expense of the unit owner.

15.4 Unit owners who wish to use the Community Room for a private event must reserve the room, pay the fee, arrange for use, and agree to all of the policies outlined in the rental document available from the VPE Office.

15.5 The Board shall have the right to bar the use by a unit owner of any of the recreational common facilities, such as the Community Room, for failure to make payment of any assessments or fees due as provided for in the Bylaws of Vantage Point East.

15.6 The planting of plants, flowers, trees, shrubbery and crops of any type is prohibited anywhere on the common elements without the prior written consent of the Board. No fences may be erected around or on the common elements without the written permission of the Board.

## **16.0 SAFETY AND SECURITY**

16.1 Unit doors opening into the corridors shall be kept closed and secured at all times except when in use.

16.2 Residents must be security conscious and not open the doors for unidentified individuals to enter the building. All common area doors should be kept closed.

16.3 No gasoline or other explosive, flammable, or incendiary material may be kept in any unit or storage area.

16.4 Smoke detectors and sprinkler heads are located in each unit and must be maintained and not blocked, covered, or impeded in any way. In storage areas, all items must be stored at least 18 vertical inches below the sprinkler heads.

16.5 Residents (or the caregiver or legal representative) must notify the VPE Office if they are physically or mentally challenged or ill. A list of residents who need assistance in an emergency is maintained in the Fire Control Room of Vantage Point East for use by fire and rescue personnel.

16.6 Residents who use oxygen must notify the VPE Office, sign the responsibility statement, and post an "Oxygen in Use" sign on or adjacent to the entrance to their unit.

16.7 Solicitors are not permitted within the Property. If any unit owner is contacted by a solicitor on the Property, the VPE Office should be notified immediately.

## **17.0 SMOKING**

17.1 Vantage Point East is a no-smoking/smoke-free building. Smoking is prohibited in the following areas of Vantage Point East:

- the interior of all units
- all indoor common elements, such as, but not limited to, lobbies, hallways, elevators, stairs, Community Room, staff offices, storage areas, restrooms, refuse rooms, and equipment rooms
- all outdoor limited common elements, such as, but not limited to, unit balconies, patios, and garage parking spaces
- within twenty (20) feet of the outside perimeter of the building, including outdoor private patios, exit stairs, garages, the loading dock, parking lot, and walkway behind the building.

17.2 Smoking is defined as a use of any lighted legal or illegal products, smoking devices, or uses of electronic vapor smoking devices that produce airborne emissions. Smoking marijuana by registered medical users is also prohibited. Medical cannabis in pill or oil form is permitted.

17.3 No owner shall smoke or permit smoking by any owner tenant, occupant, agent, contract worker, household worker, guest, friend or family member. Any owner who rents, leases or otherwise allows someone other than the owner to reside within or occupy the unit shall notify such persons within the unit that smoking is prohibited.

17.4 All owners are required by law to provide to prospective buyers of their units a Resale Disclosure Certificate that must include a description of this smoking prohibition. Owners selling their units must advise their real estate agents and prospective buyers of the smoking prohibition prior to the time that a purchase agreement for the unit is signed.

17.5 Owners who purchased their units prior to the effective date of the Bylaw amendment on smoking (June 1, 2019) may continue to smoke in their unit until the unit is sold or they no longer live there, whichever comes first. At that time, the unit shall become subject to the smoke-free policy. Current unit owners who smoke must register their unit with the Association Office within 30 days from the effective date and abide by Sections 17.6-17.8 of the Rules and Regulations (and as they may be amended or supplemented).

17.6 Smoking is permitted in the interior of residential units, by those owners described in section 17.5, provided such smoking does not cause smoke to enter other units, hallways or other interior and exterior common elements. To prevent smoke from passing to other units, hallways, or other interior or exterior common elements, all windows, including balcony windows, must be kept closed, exhaust fans turned on (kitchen, bathrooms and heating/air conditioning central fan), and the entrance door kept closed except for necessary entrance or exit.

17.7 If the above measures are not sufficient to contain the smoke or odors within the residential unit, the unit owner/resident will be asked to take additional measures, at the owner's/resident's expense.

17.8 Smoking is not permitted in the offending unit if a unit owner resident does not prevent smoke or odors from entering other units, hallways, or common areas.

## **18.0 STORAGE**

18.1 No personal property may be stored on the common elements except in storage areas designated as such by the Board. All items placed in the limited common storage areas assigned to unit owners must be stored at least eighteen inches below the level of sprinkler heads.

18.2 Terraces and balconies shall not be used as storage areas.

18.3 The only items that may be stored in indoor garage parking spaces are: (a) one or more beige or gray cabinets, if more than one cabinet, the total width should not exceed the width of the parking space; and (b) collapsible grocery carts and handicapped equipment in current use

by the unit owner. Requests for exceptions must include evidence that the proposed storage deviation will not disrupt the appearance or interfere with the maintenance or safety of the garage.

18.4 Placement or storage of all personal property in storage areas, on common areas, in the garage, or on any portion of the Property is at the sole risk of the unit owner. The Association is not liable for the loss, destruction, theft or damage to such property.

## **19.0 UNIT DOORS**

19.1 Identification on doors is confined to that standard used throughout the building. Additional doorbells, doorknockers, peepholes, door handles, nameplates and hooks, or other identifications of a permanent nature are prohibited, except for an auxiliary doorbell for the hearing impaired.

19.2 Unit owners may affix one unobtrusive commonly accepted religious symbol of a size that will fit on the doorframe.

19.3 Permanent year-round decorations are not allowed. Seasonal decorations of a modest size may be displayed for a period of 30 days or the length of the holiday or season, whichever is longer. These may be displayed only by using a hook of non-permanent, non-defacing nature (e.g., over-the-door hook or magnetic hook).

19.4 The overall air management system (HVAC) for the building is based on “positive air pressure.” For both safety and aesthetic reasons, the statement of Public Offering prohibits residents from interfering with the airflow through the unit entry door.

## **20.0 WINDOW COVERINGS**

20.1. Draperies, curtains or venetian blinds must be installed by each unit owner on all windows of the unit (excluding balcony enclosures).

20.2 All window coverings (i.e., curtains, draperies, blinds, etc.) must have white, off-white, or beige lining to provide a uniform color scheme on the exterior of the building.

20.3 Except for certain pre-approved solar film types, installation of solar film on windows is prohibited without prior written approval of the Board. The VPE Office maintains a list of pre-approved solar film types, and copies of Window Solar Film Guidelines.

## **21.0 VPE ASSOCIATION**

21.1 All charges and assessments imposed by the Association are due and payable on the first (1st) day of each month. A charge for late payment will be assessed as provided by the Bylaws.

21.2 Formal complaints regarding the management of Vantage Point East or regarding actions of other unit owners must be made in writing to the Property Manager or the Board of Directors.

21.3 No unit owner or other resident shall direct, supervise or in any manner attempt to assert control over or request favors of any employee of the managing agent.

## **22.0 ENFORCEMENT OF RULES**

22.1 No unit owner, resident, guest, or employee may do or permit anything to be done that will interfere with the rights, comfort, convenience, health or well-being of other unit owners, guests, residents, or employees. No unit owner, guest, resident, or employee may engage in conduct that is annoying, improper, offensive, intrusive, threatening, harassing, or that creates an oppressive environment for any other unit owner, resident, guest, or employee.

22.2 Violations of any of the provisions of any of the Rules by unit owners, their agents, tenants, employees, visitors, or other occupants, are subject to penalties prudently and reasonably imposed by the Board of Directors or the Covenants and Rules Committee, as appropriate. Before sanctions are imposed, the Board will attempt to resolve the matter informally. The role of the Covenants and Rules Committee in ensuring due process is outlined in the VPE Bylaws.

22.3 Penalties may include but are not limited to fines; to deprivation of rights, including voting and access to recreational areas; to actions for damages, injunctive relief, imposition and foreclosure of liens; or to eviction depending upon the severity and duration of the violation, subject to the due process rights of the alleged violator specified in appropriate sections of the Maryland Condominium Act and the VPE Bylaws. For violations, penalties, and due process rights, see generally Sections 11-109(d) (16) and 11-110 (c) of the Maryland Condominium Act and Article 9 of the VPE Bylaws. Copies of the Maryland Condominium Act and the VPE Bylaws are available to residents for inspection in the VPE Office.

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