

COUNCIL OF CO-OWNERS OF THE CREST OF WICKFORD CONDOMINIUM, INC.

RULES, REGULATIONS, AND GUIDELINES CONCERNING

MODIFICATION, MAINTENANCE, AND APPEARANCE OF THE CONDOMINIUM

Adopted by the Board of Directors on May 28, 2020

INTRODUCTION

We, the Board of Directors of The Crest of Wickford Condominium Association, issue this document in amplification of the Master Deed and Bylaws to promote understanding and alleviate misinterpretation of the regulations by which the community should govern itself.

Implicitly, individuals who purchase a condominium unit understand the choice of this style of living obligates the owner(s) to the principle of “joint governance” because of joint possession (i.e., possession in common). Certain advantages are expected in condominium living, such as upkeep or maintenance of common properties; however, these joint advantages necessitate joint commitments for each condominium owner, similar to any shared membership or affiliation. To this end, we hereby adopt the following Rules, to be understood and kept by the owner for the purpose of maintaining the spirit and fulfilling the joint involvement expressed in the word “condominium”. In every case, residents, leasing or otherwise occupying units are required to abide by these Rules as if they were co-owners.

A co-owner or lessee who observes a violation of community Rules which is persistent and flagrant should report it, in writing, to the Board of Directors. No action can be taken based only on verbal communications. Written complaint forms are available upon request from the management company.

Any co-owner may request that the Condominium make modifications to a building, or to install plantings in the common grounds, by writing a letter to the Board of Directors, to the chairpersons of the Grounds or Architecture Committees, or to management.

A co-owner may appeal rulings, question the interpretation and application of the covenants and these Rules, or clarification of these Rules through written communication with the Board of Directors.

All residents are urged to review the provisions of the Master Deed, the Bylaws and these Rules, and co-owners are reminded of their obligation to provide those documents to contract purchasers of their unit.

DEFINITIONS

<i>Adult</i>	A natural person of eighteen (18) years of age or more.
<i>Board of Directors</i>	The governing body of the Condominium, whose members are elected or appointed in accordance with the Condominium's Bylaws.
<i>Community</i>	The physical property comprising the Condominium, including all units and common elements.
<i>Co-Owner</i>	All owner(s) of record of the Unit, as shown on the deed(s) recorded among the land records for Montgomery County, Maryland.
<i>Guest</i>	A natural person temporarily visiting a Resident.
<i>House Guest</i>	A Guest staying in a Unit at the invitation of a Resident for one or more nights.
<i>Management</i>	The firm contracted to provide property management services to the Condominium and all employees of said firm.
<i>Meeting</i>	Any gathering of the Co-Owners, Board of Directors or committee thereof, whether held in person or remotely, at which a quorum thereof is in attendance in person or by proxy as permitted by law.
<i>Resident</i>	Any person whose permanent domicile is a Unit in the Condominium.

Chapter 1: Common Elements; Architecture

1.101 BUILDING EXTERIORS

Except for the maintenance of exterior windows, the maintenance of the entire exterior of all buildings, including water lines, roofs, brick walls, chimneys, siding (wood and metal), exterior doors, and trim is the responsibility of the Condominium to complete at common expense. The maintenance of sewer lines, or portions thereof, that serve more than one Unit is the responsibility of the Condominium to complete at common expense. However, the maintenance of sewer lines, or portions thereof, that serve only one Unit is the responsibility of the owner of that Unit. Co-owners are also responsible for the maintenance of exterior faucets (hose bibs) and for restoration of any portion of the Common Elements that is disturbed in connection with maintenance work for which the Co-owner is responsible.

1.103 ALTERATIONS PROHIBITED

No person shall alter, make additions to, or change the appearance of the common or limited common elements, or the exterior appearance of any unit, or any portion of the Condominium property without a review of the intended changes by the architecture Committee and the prior written approval of the Board of Directors. Unauthorized changes are subject to legal action at the expense of the responsible co-owner.

1.105 APPEARANCE CHANGE STANDARD

The Board of Directors shall not give its approval to the alteration, change in appearance of the common or limited common elements, or the exterior appearance of any unit unless it first finds that:

- A) The owner of the unit has submitted, in writing, the complete plans and specifications showing the location, nature, shape, and character of the proposed change, or any other information the Board of Directors may require with respect to the proposed change; and,
- B) On the basis of such information, the proposed change will:
 - 1. Meet or exceed the requirements of any applicable building or safety code, ordinance or regulation;
 - 2. Not increase the cost of maintaining or insuring the common or limited common elements;
 - 3. Be in harmony of design, color, and location in relation to surrounding structures and topography.

1.107 ALTERATIONS PERMITTED

A co-owner may make improvements or alterations to their unit which do not:

- A) Impair the structural integrity or mechanical systems of the common elements; or,
- B) Lessen the support of any portion of the common elements; or,
- C) Materially increase the cost of operating or insuring the common elements; or,
- D) Impair any easement; or,
- E) Otherwise affect the property, interest, or welfare of any other co-owner.

1.109 SAMPLES OF ALTERATIONS PERMITTED

Examples of the types of changes generally approved by the Board of Directors are:

- A) the replacement of exterior windows; provided, however, that the color and style are compatible with the trim and architecture of the Unit and the Condominium;
- B) the addition of storm windows and storm doors; provided, however, that the color and style are compatible with the trim and architecture of the Unit and the Condominium;
- C) the alteration of a Unit as required to remediate radon emissions;
- D) the installation of eave or dormer vents for attic exhaust fans; provided, however, that no machinery or similar devices are affixed to the exterior of the buildings or visible from surrounding Units and Common Elements; and,
- E) the placement of fire/burglar alarm boxes; provided, however, that devices or related equipment or machinery are screened, to the extent possible, to be unobtrusive from the point of view of surrounding Units and Common Elements.

Any exterior alteration to a Unit or Limited Common Elements requires prior approval of the Board of Directors, as set forth in the Bylaws.

1.111 SAMPLES OF ALTERATIONS DENIED

The types of changes generally denied by the Board of Directors are: installation of attic vent fans or skylight bubbles in the roof (excepting the maintenance and/or repair of attic vent fans or skylight bubbles installed in connection with the original construction of a Unit); installation of window fans and air conditioners in window frames; addition of shutters or other adornments not originally designed for a unit; and, installation of window boxes or other affixed outdoor planters.

1.113 EXPENSE AND MAINTENANCE OF ALTERATIONS

Any changes approved by the Board of Directors will be made at the expense of the co-owner. Maintenance of the change will be performed under the normal maintenance program managed by the Board of Directors, e.g., storm windows and doors will be painted in the contiguous trim color, as needed.

1.115 ADJUSTMENT OF PREVIOUSLY APPROVED CHANGES

The Board of Directors reserves the right to remove, repair, restore or otherwise correct any condition resulting from a previously approved change in the event the change engenders excessive or extraordinary maintenance costs or problems, or potential hazards. Such action for a previously approved change will be at the expense of the Condominium.

1.117 UNIT USE RESTRICTED

- A) No person shall use any unit for other than residential purposes.
- B) No person shall use any unit as a principal place of business or for any commercial activity which increases non-resident use of the common elements.
- C) No person shall engage in any noxious or offensive trade or activity, maintain any nuisance, or engage in or permit any conduct which interferes with the peaceful use and possession of any other unit or the common elements by any other co-owner, lease, resident or guest.

Chapter 2: Common Elements; Landscape

Subpart A: Patios

2.101 GENERAL LEGAL CONSIDERATIONS

Paragraph 3(e) of the Master Deed for the Condominium states, in pertinent part, that:

Where a patio enclosed by a wall or fence adjoins a Condominium unit at the time of conveyance of such unit by the Developer to a purchaser, hereafter the owner of such unit shall be entitled to the exclusive use of such patio, subject to the easements hereinafter set forth.

Stated simply, this paragraph means that the owner of the Condominium unit does not own the patio adjoining his unit; rather, the patio is a limited common element of the Condominium that is appurtenant to the Unit, giving the co-owner(s) of the Unit exclusive use of the patio.

Although patios are not the individual property of co-owners, relevant provisions of the Bylaws are applicable with respect to proposed alterations to patios, as well as to other items of the common elements that the co-owners have the exclusive right to use and enjoy.

2.103 RESPONSIBILITIES OF CO-OWNERS WITH OPEN PATIOS ADJOINING THEIR UNITS

All co-owners have the joint responsibility of maintaining an attractive appearance throughout the Condominium for the mutual aesthetic benefit of all property owners and for assuring the highest possible value for the property. Generally, all co-owners are equally responsible for maintaining an attractive appearance within the patio adjoining their units. However, as a practical matter, owners with open patios adjoining their units must assume added responsibilities for the appearance of these patios because their actions are visible to the public, visitors, and prospective purchasers of units.

2.105 SPECIFIC RULES CONCERNING PATIO MAINTENANCE

The Bylaws of the Condominium do not state explicitly that a Co-owner has the responsibility to maintain, repair or replace the patio serving his/her/its Unit, which is a Limited Common Element. However, a Co-owner's right to exclusive use and enjoyment of said patio implies that the Condominium is responsible to complete ordinary maintenance of the patio walls at common expense, while the Co-owner is responsible for the ordinary maintenance (including cleaning) of the patio floor, pursuant to the wear and tear of normal use. Where a Co-owner fails or refuses to complete maintenance of those portions of a patio that are the Co-owner's responsibility, the Board of Directors has one of two options: either (1) contract for maintenance and assess the owners (patio maintenance is not included in the approved budget); or, (2) delegate all or part of the maintenance responsibilities to the Co-owner.

2.107 SPECIFIC RULES CONCERNING PATIO APPEARANCE AND MODIFICATION

The Board of Directors has established the following specific Rules concerning appearance and modification of patios. These Rules apply equally to open and closed patios.

A. RULES CONCERNING GENERAL APPEARANCE

- All garbage, trash or other waste shall be stored on patios in attractive, containers, with secure covers, until pick-up by the refuse removal contractor. Trash disposed of in plastic bags shall not be placed on open patios outside of the aforementioned containers. Garbage awaiting pick-up shall not be left outside closed patios or moved from open patios into other open areas until 5:00 PM on the day before scheduled pick-up by the refuse removal contractor. All containers shall be removed from open areas by 9:00 PM on the day of pick-up by the refuse removal contractor.
- Firewood shall be stored on patios and stacked neatly. Firewood may not be stored on any portion of the General Common Elements outside of patio areas.
- Trash, hazardous or flammable materials, and other miscellaneous items, such as motorized equipment or vehicles, shall not be stored on patios at any time.

-Ivy or any other plant with tendrils that would harm brick or mortar is prohibited and must be promptly removed. For other creeping vines without tendrils that would not harm brick or mortar, such as clematis, the Co-Owner(s) must request prior approval from the Board of Directors before planting, and once planted, must keep such vines pruned.

B. EXAMPLES OF ITEMS REQUIRING APPROVAL OF CONDOMINIUM BEFORE PLACEMENT ON PATIO

- Fences around garbage containers.
- Wooden boxes for storing garbage cans, etc.
- Containers or structures, not permanently attached to patio walls or floors that exceed the height of the shortest wall surrounding the same patio.
- Awnings.
- Trees and large shrubs planted in the patio area.
- Permanent outdoor toys, e.g., swings.
- Hot tubs or jacuzzis.

C. EXAMPLES OF MODIFICATIONS TO PATIOS REQUIRING APPROVAL OF THE CONDOMINIUM

- Floor surfaces other than the original brick surface, e.g., gravel, bark, and decorative stone.
- Substructures and walls of any type.
- Any impermeable layer on or under any patio floor.

D. PERMANENT PATIO MODIFICATIONS

- Approved modifications to patios that are made by Co-owners shall remain Limited Common Elements of the Condominium.

E. EXAMPLES OF ITEMS NOT REQUIRING CONDOMINIUM APPROVAL BEFORE PLACEMENT ON PATIO

- Lawn furniture.
- Containerized plants and shrubs.
- Planted flowers.

- Small flower beds comprising less than twenty percent (20%) of the patio surface area.

F. EXAMPLES OF ITEMS THAT ARE PROHIBITED FROM PLACEMENT ON PATIOS

- Any container or structure that exceeds the height of the shortest wall surrounding the same patio

- Any fixed container or structure permanently affixed to a patio wall or floor

2.109 TRASH BURNING PROHIBITED

No persons shall burn trash, garbage or other waste within their patio or upon the common elements.

Subpart B: Grounds

2.201 LANDSCAPING RESTRICTED

In order to maintain a standard of uniformity throughout the Condominium, co-owners may remove, plant, or prune any tree, bush, or shrub in the common grounds, but only with the written permission of the Grounds Committee. In no case may vegetables, annuals, perennials, ornamental grasses, or woody plants (groundcover, vines, shrubs, or trees) be planted outside of patio areas, without prior approval of the Board of Directors. Violation of this rule may result in the removal of the plantings made without approval, and such removal will be at the expense of the violating co-owner.

2.203 LANDSCAPING RECOMMENDED

Permanent installation (other than in containers) of plants other than flowers must be approved in advance by the Board of Directors, in writing.

2.205 PLANTING IN COMMON AREAS MUST BE APPROVED IN ADVANCE; GRANT OF LANDSCAPE IMPROVEMENTS

Planting in the General Common Elements by a Co-owner or resident is prohibited without the approval of the Board of Directors. If the Board of Directors approves the planting of any tree, bush, shrub, flower, or other plant on any General Common Elements, the planting of the same by a Co-owner or resident constitutes evidence of his/her intent to grant possession of that tree, bush, shrub, flower or other plant to the Condominium.

Except as provided in Section 2.107 herein, the permanent installation (i.e., planting in the ground vs. in a container) of plants other than flowers in the Limited Common Elements (except patios) must be approved in advance by the Board of Directors.

2.207 SIGNS PROHIBITED

No person shall erect, post, or display a sign of any character upon, from, in or about any unit or the common elements without the prior written consent of the Board of Directors, except as provided for in Section 2.209 or as permitted pursuant to Section 11-111.2 of the Maryland Condominium Act, as amended from time to time.

2.209 SIGNS PERMITTED

A co-owner may display, in or from, any window of the co-owner's Unit, and without the prior written consent of the Board of Directors, a sign announcing the availability of that Unit for sale or rent. All other signs in any window of a co-owner's Unit are prohibited unless approved in advance by the Board of Directors, or as permitted pursuant to Section 11-111.2 of the Maryland Condominium Act, as amended from time to time.

2.211 TEMPORARY STRUCTURE PROHIBITED

No person shall construct, erect, or maintain on the common elements any structure, including but not limited to any trailer, tent, shack, barn or other outbuilding.

2.213 OUTDOOR LAUNDRY PROHIBITED

- A) No person shall construct, erect, or maintain on the general common elements any outdoor clothes dryer or clothesline.
- B) No person shall hang, drape, or display any clothing, laundry, or other similar item from any part of a unit or from or upon any common element, including but not limited to any balcony, porch or fence.

2.215 RADIO AND TV ANTENNAE PROHIBITED

No person shall construct, erect, or maintain on the general common elements any aerial or antenna for the reception of, or transmission of radio, television or other electromagnetic signal.

Subpart C: Use Restrictions

2.301 RECREATIONAL ACTIVITIES PROHIBITED

No portion of the General Common Elements, including but not limited to parking lots, shall be used as recreational areas for the practice or play of any organized team sports (e.g., baseball, football, tennis, lacrosse or soccer), or for skateboarding, roller skating, sledding, snowtubing, snowboarding or ice skating.

2.303 COMMERCIAL ACTIVITIES PROHIBITED

No Co-owner or resident shall cause or permit any part of a Unit or of the Common Elements to be used for commercial activities of any character without advance approval by the Board of Directors, nor shall any resident hire someone to conduct a commercial activity on the Common Elements without advance approval of the Board of Directors. Prohibited commercial activities include but are not limited to power washing and car detailing.

2.305 OUTDOOR COOKING PROHIBITED

No person shall cook or otherwise prepare any food on the common elements except with the prior written consent of the Board of Directors or as provided for in Section 2.307.

2.307 OUTDOOR COOKING PERMITTED

A co-owner or lessee may cook or prepare food on the patio at the rear of their unit without the consent of the Board of Directors.

2.309 UNLAWFUL USES PROHIBITED

- A) No person shall deface, destroy, or otherwise devalue any portion of the common elements or convert them to their personal use.
- B) No person shall use or permit the use of any portion of a unit or common elements in any unlawful manner or for any unlawful purpose. Persons on the common elements shall observe, at all times, all laws, zoning, and other ordinances and regulations of the state, county, municipality or other governmental bodies as they may apply to Condominium property and to conduct thereupon.

Subpart D: Miscellaneous

2.401 HOT WATER HEATERS

In the event the Property Management Company, in consultation with the Board of Directors, concludes that leaks from failing water heaters are likely to result in the Condominium paying for excessive damage to the interior of Units, the Condominium may require all co-owners to replace the water heaters in their Units. Unit owners may be exempt from this requirement by demonstrating: (a) that the water heater in their Unit has been replaced within the last ten years and is functioning properly; or, (b) that such unit has an integrated leak detection system.

2.403 MOVE-IN/MOVE OUT FEE

Whenever a Unit is about to be vacated by a current resident and/or occupied by a new resident, the Co-owner (or his/her/its duly authorized representative, who must be 21 or more years of age and shall be required to provide the Condominium with written proof of his/her authority to represent the Co-owner) MUST be present during any move-in and/or move-out. In addition, at

least one week in advance of such move-in/move-out, the Co-owner must provide the Property Management Company with advance written notice of the pending move and must post with the Property Management Company a move-in/move-out fee of \$250. Such fee shall be refunded to the Co-owner only after the Property Management Company has confirmed that the Common Elements of the Condominium have not sustained damage during said move-in/move-out. Insofar as the Common Elements of the Condominium have sustained damage, the Co-owner shall be liable for such damages, unless such damage constitutes an insurable event under the Condominium's master policy. The cost incurred by the Condominium to repair such damage shall be deducted from the move-in/move-out fee before the balance thereof, if any, is refunded to the Co-owner. To the extent that the cost incurred by the Condominium to repair the damage exceeds the amount of the move-in/move-out fee, the Co-owner will be held personally liable for the difference.

In addition to the foregoing, each Co-owner is responsible for the proper removal of trash, debris, crating or boxes resulting from the move. Discarded mattresses or furniture shall not be disposed of or abandoned on the Condominium property. Co-owners must make arrangements for the disposal of bulk items at their sole expense. Co-owners are responsible for informing the persons or entities moving items into or out of a Unit about this policy.

2.405 NOISE

A) No Co-owner or resident shall make or permit to be made any disturbing noise in the Common Elements or in the Units by the Co-owner, or the Co-owner's family, friends, tenants, employees, servants or invitees, nor shall any Co-owner cause or permit anything to be done by any such persons that would interfere with the rights, comfort or convenience of other Co-owner or residents or constitute a nuisance to such persons. Noise that violates applicable provisions of the Montgomery County Code shall be deemed also to constitute a nuisance.

B) No Co-owner or resident shall play or allow to be played any musical instrument, radio, TV, stereo, tape recorder or the like if the same shall unreasonably disturb or annoy any other Co-owners or residents. It shall be prohibited to play or operate any radios, stereos, television sets or similar devices between the hours of 10:00 p.m. and 8:00 a.m. if the sound thereby produced is audible beyond the confines of the Unit within which such sound is played or relayed. Additionally, no such devices shall be placed, located or operated in an outdoor area (e.g., patio) so that the sound produced may be audible from other Units or portions of the Common Elements between 10:00 p.m. and 8:00 a.m. A level of volume that exceeds the standards set forth in applicable provisions of the Montgomery County Code shall be deemed to be excessive and unreasonably disturbing to other Co-owners or residents.

C) With the exception of work by contractors within Units or Limited Common Elements that is of an emergency nature, scheduled work that may cause noise or other disturbance may only be performed between the hours of 8:00 am to 6:00 pm. Advanced notice should be given to immediately adjacent neighbors when work is being done on a Saturday or Sunday.

D) Noise discharged from any motor vehicle or motorcycle, or the operation of the same in such a manner as to disturb the peace and quiet of residents of the Condominium is prohibited. This prohibition shall include engine, exhaust, or tire noise, music, and improper or unreasonable use of the horn.

Chapter 3: Parking Regulations

3.101 SPEED LIMIT OBEDIENCE REQUIRED

No person shall drive any vehicle upon the Condominium General Common Elements (including roads and parking areas) at any speed in excess of five (5) miles per hour at any time.

3.103 TRAFFIC CONTROL OBEDIENCE REQUIRED

The driver of any vehicle, unless otherwise directed by a police officer, shall obey the instructions of any traffic control device intended to control the operation of vehicles on Condominium roads.

3.105 NEGLIGENT DRIVING PROHIBITED

No person shall drive any vehicle on Condominium roads in a careless or imprudent manner that endangers any property or the life or well-being of any individual.

3.107 VEHICLE NOISE PROHIBITED

No person shall drive any vehicle on Condominium roads in any manner which could cause skidding, spinning of wheels or excessive noise.

3.109 VEHICLE REPAIR PROHIBITED

No person shall make any repair of, nor perform extraordinary maintenance on, any vehicle on any common element. No person shall permit the discharge of any vehicle fluid (including but not limited to oil, gasoline, antifreeze, or grease) upon any common element.

3.111 VEHICLE WASHING PROHIBITED

The washing of vehicles with soap or other cleaners upon the Common Elements is prohibited. Notwithstanding the foregoing, the reasonable use of water exclusively to rinse off a vehicle is not prohibited.

3.113 VEHICLES PROHIBITED

No person shall park a vehicle on any part of the common elements if such vehicle is:

- A) Inoperable; or,
- B) Does not have current registration plates displayed; or,

C) Is a recreational vehicle, including but not limited to:

1. Motor Home
2. Camper
3. Camp Truck
4. House Trailer
5. Boat, Jetski, or Snowmobile
6. Boat Trailer or other trailer

D) A truck or van having a capacity greater than $\frac{3}{4}$ ton; or,

E) A commercial vehicle, except for such period of time which is necessary to perform the business purpose of the driver of such vehicle.

F) Any vehicle displaying advertising is conclusively presumed to be a commercial vehicle. Police insignia are exempt from this presumption.

3.115 PARKING RESTRICTED

No person shall park any vehicle on any portion of the common element, including:

A) In any FIRE LANE; or,

B) In any reserved parking area (indicated by the "NUMBER" painted on the road and curb surfaces) without the consent of the Co-owner for whose use the reserved parking area is reserved; or,

C) On any other portion of the Condominium roads or General Common Elements, except entirely within an unreserved parking space lined and designated for that purpose.

3.117 PARKING SPACE AVAILABILITY

Each Unit shall be assigned no more than two (2) reserved parking spaces for the exclusive use of residents of said Unit, which shall include any numbered space assigned to that Unit. Up to two (2) parking permits will be issued by the Property Management Company at no additional charge to the Co-owners. These parking permits shall be displayed and visible in the lower left side of the rear window of each such vehicle at all times when said vehicle is parked on the Condominium property. Motorcycles must display a valid permit on the rear fender. Parking permits are non-transferable between Units or vehicles. Each permit is only valid for the Unit and vehicle to which it is registered. Only vehicles owned or operated by residents living in the Unit may be registered.

3.118 VISITOR PARKING PERMITS

In addition to permits issued to Co-owners for their use or the use of other residents, the Board may authorize, and, if so, the Property Management Company shall issue one (1) visitor hangtag parking permit per Unit. All overnight visitors must display a valid visitor hangtag parking permit. In lieu of, or in addition to, the use of hangtags, the Board of Directors may direct the property manager to utilize tracking tools, such as a parking App, to assist it in enforcing compliance with visitor parking rules, including advance registration of overnight visitors.

Visitors displaying a valid visitor hangtag parking permit may park on the Condominium's property for a maximum of five (5) consecutive nights. The relocation of such vehicles within visitor parking areas does not operate to renew or extend the maximum allowable time that a visitor may park overnight upon the Condominium property.

Co-owners and residents shall not use a visitor hangtag parking permit on his/her own vehicle, and Co-owners and residents remain at all times responsible for their visitors' compliance with all Condominium Rules, including but not limited to the Rules concerning visitor parking.

The cost for replacement of a lost or stolen parking permit is \$150. All residents are responsible for keeping their parking permits in a safe place.

In the event a Co-owner or resident anticipates requiring the use of more than one visitor parking permit at the same time, or the use of a visitor parking permit for overnight parking by the same vehicle for a period exceeding five (5) consecutive nights, the Co-owner must contact the Property Management Company to obtain advance approval for additional or extended visitor parking, and must provide the Property Management Company with identifying information for all vehicles (i.e., make, model, year, and license tag) making use of additional visitor parking permits or of the extended use of any visitor parking permit.

3.119 RESERVED PARKING SPACES

In accordance with Paragraph 3(1)) of the Second Amended Master Deed and Article XVI of the Bylaws, one General Common Element parking space is labeled for the exclusive use by the residents of each Unit. No person shall park any vehicle in or in a manner obstruct access to a "NUMBERED" parking space other than a resident of the Unit to which said parking space is assigned. ALL Vehicles parked in ALL reserved parking spaces must display a valid parking permit or Visitor's Tag at all times.

3.121 UNRESERVED PARKING SPACES

Unreserved parking spaces shall be available for use on a first-come, first-served basis to all residents, guests, visitors and licensees of Co-owners or residents, whose vehicles shall nevertheless display a valid parking permit or Visitor's Tag at all times parked overnight upon the Condominium property.

3.123 MOTORCYCLES

If a motorcycle is the vehicle used for a resident's primary transportation, it shall be parked in the numbered reserved parking space assigned to the resident's Unit.

3.124 ONLY OPERATIONAL VEHICLES SHALL BE PARKED AT THE CREST

All vehicles must be operational and must display valid license plates at all times. Any vehicle that has not been moved for a 30-day period shall be presumed to be stored upon the Condominium property and subject to removal by the Condominium at the vehicle owner's expense if parked or stored in an unassigned parking space. Co-owners or residents may request the prior approval of the Board of Directors to park or store a vehicle for more than 30 days upon the Condominium property.

Neither the Condominium, nor its Board of Directors or Property Management Company, assume any RESPONSIBILITY for damage to vehicles which are parked on Crest of Wickford property or that have been towed off the property.

3.125 PENALTIES FOR VIOLATION OF THE RULES CONCERNING PARKING

In addition to any other penalty or enforcement authorized by applicable law, the Declaration, Bylaws or these Rules, any person who violates any provision of these Rules concerning parking may be subject to:

- A) A warning against future violation by the placement of a self-adhesive placard on the vehicle's windshield; or,
- B) The removal of the vehicle from the Condominium grounds in compliance with applicable law and at the vehicle owner's sole risk and expense at the direction and request of management or any member of the Board of Directors, without further notice or hearing; or,
- C) A fine or other sanction allowed by applicable law or these Rules.

Chapter 4: Animals

4.101 ANIMALS PROHIBITED

No co-owner, lessee, or any other person shall maintain, board or raise any animals, livestock, or poultry of any kind, regardless of number, or keep any animal, except as provided in Section 4.103.

4.103 PETS PERMITTED

The keeping of dogs, cats, rabbits, fish, or caged birds as domestic pets is permitted; provided, however, that they are not bred, kept or maintained for commercial purposes. Dogs must be leashed at all times while on the Common Elements. Pet waste must be disposed of in accordance with County law. Leashed Dogs may be walked in common areas or outside the fence bordering the Condominium.

4.105 PET HYGIENE

No co-owner, lessee, or any other person shall permit any pet to soil, defile, or defecate on any common element or any other place where people congregate or walk unless such person immediately removes and disposes of all feces deposited by such pet in a sanitary manner.

4.107 PET NUISANCE PROHIBITED

No co-owner, lessee or any other person shall permit any pet owned by or under the control of such person to:

- A) Molest, attack or otherwise interfere with the freedom of the movement of persons on the common elements; or
- B) Chase vehicles on Condominium roads; or
- C) Attack other animals; or
- D) Damage any common elements; or
- E) In any other way create a public nuisance.

4.109 PET DAMAGE

Any co-owner, lessee or any other person who keeps any pet upon any portion of the Condominium shall be deemed to have agreed to (a) indemnify; and, (b) hold free and harmless the Condominium, its Board of Directors, management agent, officers, directors, and co-owners from any loss, claim or liability of any kind whatsoever arising from the keeping of such pet.

4.111 PET NOISE PROHIBITED

No co-owner, lessee or any other person shall permit any pet to make or cause noises that are audible within an adjacent unit or building and are of sufficient volume to disturb the quiet enjoyment of the occupants thereof.

4.113 PENALTIES

In addition to any other penalty or enforcement provided by these Rules, any co-owner, lessee or any other person who violates any provision of this chapter by permitting or performing any activity also prohibited by Chapter 5 of the Montgomery County Code may be named as the

defendant in a complaint filed by the Board of Directors with any Montgomery County police officer, animal control officer or with the Montgomery County Animal Matters Hearing Board, and may be subject to the penalties provided in Section 9-11 of the Montgomery Coty Code (i.e., a fine of not less than \$15.00, nor more than \$500 or imprisonment in the detention center for not more than thirty (30) days, or both).

Chapter 5: Unit Leasing

5.101 RESTRICTIONS

No co-owner shall lease or rent any unit or any portion thereof unless said lease is in writing; and, no such lease shall be for transient or hotel purposes, or for any period of time that is less than one (1) year, without the prior approval of the Board of Directors

5.103 NOTICE

Any co-owner, leasing or renting a unit, shall provide management a copy of any lease agreement covering the unit prior to the lessee's occupation of said unit.

5.105 DEFALCATION

The co-owner shall provide in the lease agreement that any right of the lessee to use and occupy the unit or any portion of the common elements is subject and subordinate in all respects to the provisions of the Master Deed, the Bylaws and these Rules and that any failure of the lessee to comply with the provisions of those documents shall be a default under the terms of the lease agreement.

Chapter 6: Rule Making

6.101 PROPOSING RULES

New Rules may be proposed by any co-owner by submitting the proposed text to the Board of Directors for its consideration and approval. The Board shall advise the community that a proposed rule change will be discussed by including the language of the proposed change in the monthly meeting agenda which will be distributed prior to the meeting at which the proposed rule will be discussed. Upon approval by the Board, the proposed rule will be disseminated to the co-owners, pursuant to Section 6.103, prior to its adoption by the Board.

6.103 NOTICE OF PROPOSED RULE CHANGE

Upon approval by the Board of the proposed text of any new rule(s), the new rule(s), as proposed to be adopted, shall be distributed to the co-owners together with notice of:

- A) The right of co-owners (including their tenants or mortgagees) to submit written comments upon the text of any proposed rule(s);

- B) The proposed effective date of each rule to be adopted; and,
- C) The intent of the Board to adopt the proposed rule(s) at an open meeting of the Board to be held not less than 15 days from the date of the notice.

6.105 HEARING ON PROPOSED RULE CHANGE

- A) Not less than 15 days from the date of notice to the co-owners of any new rule(s), or any revision(s) to an existing rule proposed to be adopted by the Board, the Board shall convene an open meeting, at which a quorum of the Board is present, in order to consider, discuss and vote upon the same.
- B) At that meeting, the co-owners, tenants or mortgagees in attendance shall be permitted the opportunity to pose questions and offer comments concerning the new rule(s) or revision(s) to any existing rule(s) that are proposed before the Board votes to adopt the same.
- C) The majority vote of the Board shall be sufficient to adopt any new rule(s) or revision(s) to any existing rule(s), which shall become effective, subject to Section 6.107.

6.107 ADOPTING THE FINAL RULES; CO-OWNER VETO POWER

The vote of a majority of the Board to adopt any new or revised rule(s) shall be sufficient to make the same final, effective and enforceable, unless:

- A) Within 15 days of the Board's vote to adopt any new rule(s), a petition, verified as being signed by co-owners having at least 15% of the total votes in the Condominium (i.e., the votes appurtenant to at least 11 of a total of 67 Units), is presented to the Board, calling for a special meeting of the co-owners; and,
- B) A special meeting of the co-owners is convened upon not less than 15 days' notice, and is held within 30 days of the Board's receipt of the petition, at which a quorum of the co-owners is present; and,
- C) The proposed rule(s) is (are) disapproved by a vote of co-owners present in person or by proxy at the special meeting who have at least 50% of the total vote represented at the special meeting and at least 33% of the total vote in the Condominium (i.e., the votes appurtenant to at least 23 of a total of 67 Units), in which case the proposed rule(s) shall not become effective.
- D) The disapproval of any rule(s) pursuant to this Section shall not preclude the Board from making any subsequent attempt to adopt said rule(s) in accordance with the procedures set forth in this Chapter.

6.109 NOTICE OF THE FINAL RULE CHANGE

Notice of any rule(s) adopted by the Board pursuant to the procedures set forth in this Chapter shall become final not less than 15 days from the date of the open Board meeting at which the Board voted to adopt said rule(s), so as to allow sufficient time for any co-owners to submit a petition to disapprove said rule(s) in accordance with Section 6.107.

If a timely petition to disapprove said rule(s) is submitted to the Board pursuant to Section 6.107, and a special meeting of the co-owners is held pursuant to said petition, notice to the co-owners of the outcome of the special meeting shall be given within 15 days of the conclusion of the special meeting.

6.111 EFFECTIVE DATE OF RULES

Any new or revised rule(s) adopted pursuant to this Chapter shall become effective not less than 15 days following the latter of: (i) the date of the open Board meeting at which the Board voted to adopt said rule(s); or (ii) the date of the special meeting of the co-owners at which an unsuccessful vote of the co-owners was taken to disapprove said rule(s).

6.113 APPEALS FOR EXCEPTION

Any co-owner or tenant may request an exception from a rule adopted while s/he was a co-owner or tenant in the Condominium. Said request must be in writing and filed with the Board within 30 days of the effective date of the rule. The Board shall have the sole discretion to grant or deny any requested exception.

6.115 NOTICE OF EXCEPTION

The Board shall provide any co-owner or tenant requesting an exception pursuant to Section 6.113 timely notice of the Board meeting at which the exception request will be discussed, considered and decided, as well as timely notice of the Board's decision regarding any such request.

Chapter 7: Enforcement

7.101 CO-OWNERS RESPONSIBLE

All co-owners, their tenants and guests are responsible for abiding by the provisions of the Maryland Condominium Act, the Master Deed, Bylaws and these Rules at all times. If any co-owner, his/her tenant or guest fails or refuses to comply with the Act, the Master Deed, the Bylaws, these Rules, or a decision rendered pursuant thereto, the co-owner may be sanctioned in accordance with this Chapter and/or sued for damages caused by the failure, or for injunctive relief, or both. The prevailing party in any such proceeding is entitled to an award for legal fees and costs as determined by the court. The failure of the Condominium to enforce a provision of the Act, the Master Deed, the Bylaws, or these Rules on any occasion is not a waiver of the right to enforce any provision on any other occasion.

7.103 ENFORCEMENT PROCEEDINGS

Neither the Board (nor its designated committee) may impose a fine, suspend voting rights or the right to use and enjoy the common elements (unless the suspension or revocation is related to the co-owner's failure to provide current contact information as required by Bylaws of the Condominium and by Section 11-109(c)(3) of the Maryland Condominium Act, or is due to any regular or special assessment being more than forty-five (45) days' delinquent), nor infringe upon any other rights of a co-owner or other occupant for violation of the Act, Master Deed, the Bylaws or these Rules unless and until the provisions of Section 11-113 of the Act and this Chapter are followed.

7.105 FILING A COMPLAINT

Any member of the Board may allege a violation of the Act, Master Deed, Bylaws or these Rules, and initiate enforcement action concerning said violation(s), by notifying the management agent of the offending conduct, the person(s) responsible for the same, and other details concerning such conduct, including but not limited to the date, time and location of such occurrence(s). Additionally, any resident of the Condominium may request that enforcement action be initiated by filing a written complaint with the Board of Directors or management agent that includes the same information. The Board may direct management to create a complaint form for the purposes of receiving complaints made pursuant to this Section.

7.107 CHARGE OF VIOLATION

A co-owner charged with violation(s) of the Act, the Master Deed, the Bylaws or these Rules due to his/her own conduct and/or the conduct of his/her tenant or guest shall be sent a written notice to cease and desist from an alleged violation that specifies: (1) the alleged violation; (2) the action required to abate the violation; and, (3) a time period of not less than ten (10) days, during which the violation may be abated without further sanction if the violation is a continuing one, or, if the violation is not continuing in nature, a statement that repetition of the same violation within 12 months may result in the imposition of sanction after notice and hearing.

7.111 CONTINUING OR SUBSEQUENT VIOLATION

If the violation continues or is repeated within the same 12 month period, the alleged violator shall be sent a written notice of a hearing to be held before the Board, specifying: (1) the nature of the alleged violation; (2) the time and place of the hearing, which time shall be not less than ten (10) days from the giving of the notice; (3) an invitation to attend the hearing and produce any statement, evidence, and witnesses on his or her behalf; and, (4) the proposed sanction to be imposed.

7.113 HEARING ON VIOLATION

At the hearing, which shall be held in executive session and shall afford the alleged violator a reasonable opportunity to be heard, the alleged violator has the right to present evidence and present and cross-examine witnesses. Proof of notice to the violator and the invitation to be heard

shall be placed in the minutes of the hearing, and any objection to notice shall be deemed waived if the alleged violator appears at the hearing. The minutes of the hearing shall contain a written statement of the results of the hearing and the sanction, if any, imposed.

7.115 DELIVERY OF NOTICE

Following notice and a hearing, if the Board or its designated committee determines that there has been a violation of the Act, Master Deed, Bylaws or these Rules, it shall have the power to impose sanctions against the Co-owner, including reasonable monetary fines. The Board shall cause Notice of the Outcome of the Hearing to be given to the violator, which shall state the findings of the Board and the sanction, if any, to be imposed.

A decision made pursuant to the procedures set forth in this Chapter shall be appealable to the Courts of Maryland or to the Montgomery County Commission on Common Ownership Communities.

7.117 PENALTIES

Subject to Chapter 10B of the Montgomery County Code, fines or other sanctions imposed pursuant to this Chapter shall become effective upon notice of the same to the co-owner deemed responsible for the violation and sanction. Monetary fines shall become due and payable by said co-owner; and, in the event the fines are not paid, such fines will be considered a lien against the Unit belonging to the co-owner deemed responsible for the violation and sanction, and shall be collectible in the same manner as an assessment. The Condominium shall be entitled to an award of all attorney's fees and costs of collection actually incurred to collect fines that remain unpaid.

Chapter 8: Collection of Assessments

8.101 OBLIGATION TO PAY

All co-owners shall be personally obligated to pay assessments and related charges levied upon their units in accordance with the Act, Master Deed and Bylaws.

- A) Assessments shall be due and payable in monthly installments on the first (1st) day of each month or as otherwise determined by the Board of Directors.
- B) All special assessments shall be due and payable as specified in the notice of any special assessment or as otherwise determined by the Board of Directors.
- C) All documents, correspondence and notices relating to the assessments shall be mailed to the address of the co-owner that appears on the books of the Condominium. All co-owners shall furnish the Board of Directors with current contact information, as required by the Condominium Bylaws and Section 11-109(c)(3) of the Maryland Condominium Act.

D) Failure to receive an invoice, payment coupon, coupon book or other reminder shall not relieve the co-owner of the obligation to pay any amount due by the due date.

The collection procedures set forth herein shall also apply to any fine(s) imposed by the Board of Directors in connection with a violation of the Act, Declaration, Bylaws, or these Rules.

8.103 LATE PAYMENT FEE

If payment in full is not received by the Condominium's Management Company by the tenth (10th) day of the month in which payment is due, the account shall be deemed late and charged a late fee of ten percent (10%) of the assessment installment that is not paid timely. No assessment installment shall be charged a late fee more than once.

On or about the fifteenth (15th) day of delinquency, Management will send a Late Notice to all Co-owners who are delinquent in the payment of their assessments. The Late Notice will request immediate payment from the Co-owner and advise the Co-owner that if full payment is not received within ten (10) days of the date of the Late Notice, further collection actions will follow at the expense of the Co-owner. Failure of a Co-owner to receive a late notice from Management does not relieve the Co-owner of the obligation to pay the required assessment(s), late fee(s), interest, or any other charge(s).

On or about the forty-fifth (45th) day of delinquency, Management will send a Second Notice to all Co-owners who are or remain delinquent in the payment of their assessments. The Second Notice will request immediate payment from the Co-owner and advise the Co-owner that if full payment is not received within ten (10) days of the date of the Second Notice, then the account will be turned over to the Condominium's attorney for collection action. The failure of a Co-owner to receive this Second Notice from Management does not relieve a Co-owner of the obligation to pay the required assessment(s), late fee(s), interest, or any other charge(s). All costs and attorneys' fees incurred and/or paid by the Condominium for action by the attorney will also be added to the Co-owner's account and will become the responsibility of the Co-owner.

8.105 INTEREST

If a Co-owner fails to pay any sum assessed against the unit within ten (10) days after the due date, the assessment shall bear interest from the due date until paid at the rate of eighteen percent (18%) per annum.

8.107 ACCELERATION

Upon turnover of a delinquent account for collection action, the Condominium's attorney will deliver a Notice of Intent to Lien to the Co-owner in the manner permitted by the Maryland Contract Lien Act. The Notice of Intent to Lien will demand payment, within thirty (30) days of receipt of such notice, of all past-due assessments, late fees, interest, attorney's fees and costs. The Notice of Intent to Lien will also advise the Co-owner that, in the event the outstanding balance is not paid within thirty (30) days of receipt of such Notice of Intent to Lien, all assessments due for the remainder of the fiscal year will be accelerated and deemed due and payable in full, and that a

Statement of Lien will be filed with the County Land Records securing the accelerated assessments, special assessments if applicable, late fees, interest, attorney's fees, and collection costs. Finally, the Notice of Intent to Lien will inform the Co-owner that the Co-owner may, in accordance with the Maryland Contract Lien Act, file a timely complaint in the Circuit Court, challenging the Condominium's probable cause for creating a lien against the Unit.

8.109 LIEN

If the Co-owner fails to pay the total amount due, as set forth in the Notice of Intent to Lien, and does not file a Complaint in Circuit Court within thirty (30) days of receipt of the Notice of Intent to Lien, and if there is no payment agreement, the Condominium's attorney shall prepare a Statement of Lien for filing with the County Land Records. A copy of the Statement of Lien will also be sent to the Co-owner. The cost of filing the Statement of Lien, including attorney's fees and costs, will be added to the Co-owner's account. Late fees, interest, collection costs, attorney's fees and accelerated installments shall thereafter be a part of the continuing lien as provided for in the Bylaws until all sums due have been paid in full.

8.111 LAWSUIT

If the Co-owner fails to bring his or her account current within thirty (30) days from the date the Statement of Lien is sent to County Land Records for recordation, the Condominium's attorney is authorized to file a lawsuit against the Co-owner, and to take other action, as directed by the Board and/or as appropriate in the judgment of the attorney, to recover the full balance of assessments, late fees, interest, collection costs, and attorney's fees from the Co-owner.

8.113 ATTORNEYS' FEES & COLLECTION COSTS

Co-owners who fail or refuse to pay assessments in a timely manner will become liable for attorney's fees actually incurred and all costs of collection actually incurred by the Condominium to collect assessments, or any installment thereof, which are more than fifteen (15) days delinquent, irrespective of whether legal action is taken against the defaulting co-owner.

The Condominium's attorney and Management Company will keep a full accounting of all fees and expenses incurred, and of all payments made by a Co-owner. The Board of Directors hereby authorizes the Management Company, without further Board approval, to waive the imposition of interest and/or late fees on delinquent assessments when payments thereof are received after the tenth (10th) day following the due date thereof only if the delinquent co-owner has owned the unit for less than one (1) installment interval at the time of the delinquency, and the delinquency was the result of a misunderstanding of the correct procedure for payment of the assessment. Such a waiver may be granted only once to any delinquent Co-owner.

Any payment plans must be in writing and must be approved by the Board of Directors or by a designated officer or agent thereof. Notwithstanding the foregoing, the Condominium's attorney has authority to enter into a payment agreement with a Co-owner, the duration of which may be no more than twelve (12) months, without further approval by the Board of Directors.

Payments received from a Co-owner shall be credited to the oldest charge on the account, including charges for assessments, late fees, interest, collection costs and attorney's fees.

Once a Co-owner's account has been turned over to the Condominium's attorney, the Condominium may require that all payments be made by certified check or money order until the account is brought current.

8.115 POST-JUDGMENT COLLECTION

Judgments may be collected by all means permitted by law, including but not limited to wage garnishments, bank account garnishments, and/or the seizure and sale of other assets including the Unit and/or other real property owned by the defaulting co-owner.

The Condominium is also entitled to recover attorney's fees and costs of collection actually incurred to collect upon any judgments entered against said co-owner, including but not limited to those incurred to prepare and file garnishment of property or wages, oral examinations, writs of execution, and interrogatories in the aid of enforcement of judgment, all of which may be claimed in a suit or lien separate and apart from the suit in which the underlying judgment was obtained. Such attorney's fees and costs are hereby deemed to have been incurred and are not merged into that underlying judgment.

8.117 LIEN FORECLOSURE; SHERIFF'S SALE

At any time after a Statement of Lien is recorded, the Condominium's attorney may be authorized to order a title search of the property and to obtain a property value report (the expense of which will be added to the Co-owner's account). Based upon the information from these reports, the attorney will advise the Board of Directors regarding further options for foreclosure action upon the Unit, Sheriff's sale proceedings, or other collection action. The Board of Directors may direct the attorney to take legal action to foreclose upon the Unit, or to proceed with a Sheriff's sale with respect to assessments and other charges that remain unpaid, after consideration of the following factors:

- A) The amount of the unpaid assessments and other charges;
- B) The duration of the delinquency;
- C) The delinquent co-owner's prior payment history;
- D) The delinquent co-owner's response, if any, to any other action taken by or on behalf of the Condominium to secure payment of any current or prior delinquency; and,
- E) Any other factors concerning the delinquency, the likelihood and expense of obtaining payment by foreclosure or by other means, or the likelihood of non-payment continuing or recurring.

WHEREFORE, the undersigned hereby certify that the foregoing Rules were approved and adopted by the Board of Directors of the Council at a duly convened meeting thereof on _____, 2020.

, President

ATTEST:

, Secretary

CERTIFICATION

I hereby certify that, in accordance with the provisions of the Declaration and Bylaws of the Council of Co-Owners of the Crest of Wickford Condominium. (the "Condominium") and the provisions of the Maryland Condominium Act, the foregoing Resolution of the Board of Directors of the Condominium was duly adopted by the Board of Directors, at a duly constituted meeting thereof, held on _____, 2020; and, I further certify that, in accordance with relevant provisions of the Declaration and Bylaws of the Condominium and the Maryland Condominium Act, I caused a copy of the foregoing Resolution to be mailed or hand delivered to the Co-Owners in the Condominium on _____, 2020.

Date

, Secretary

ATTEST:

Date

, President