

**DECOVERLY IV CONDOMINIUM ASSOCIATION, INC.**  
Vanderbilt Circle and Diamond Cove Terrace  
Rockville, MD 20850  
[www.discoverlyiv.com](http://www.discoverlyiv.com)

# **House Rules & Regulations**

**DECOVERLY IV CONDOMINIUM ASSOCIATION, INC**

**HOUSE RULES AND REGULATIONS**

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*Applicable bylaw sections are shown inside a box in italics*

# DECOVERLY IV CONDOMINIUM ASSOCIATION, INC

## HOUSE RULES AND REGULATIONS

### 1- Introduction

1.1- The Board of Directors (Board) of Decoverly IV Condominium Association, Inc. has adopted the following House Rules and Regulations for the Units. The Board, Committees designated by the Board and or the Property Manager have been authorized and directed by the Board to uniformly enforce these Rules and Regulations at all times.

1.2- Association membership, rights, and obligations are mandatory and automatic with the purchase of a residential unit subject to our governing documents. This mandate for association membership runs with the land and automatically transfers to each new owner every time the property or unit is sold. This mandatory membership cannot be waived or voided by an owner, and is enforceable by law.

1.3- The Decoverly IV Condominium Association, Inc. (Association) is governed by the following laws and documents:

- The Maryland Condominium Act imposes specific limitations, restrictions, responsibilities and obligations that are implemented by the below documents.
- The Montgomery County Code sets standards for elections, bylaws, training of board members, towing, pets, noise and other general laws.
- The Declaration of Condominium and Articles of Incorporation (Declaration), imposes architectural guidelines and use limitations on the exterior and common areas of the community. These controls are intended to provide uniform standards for the community and some protection of the property values. The Declaration is also enables regulation of resident behavior within the community.
- The Bylaws of the Association are adopted by a vote of the owners. The bylaws detail the authority and responsibility of the Board, and the rights of the owners. Effectively, the bylaws are the Association's operational and procedural manual.
- The Declaration and Bylaws empower the Board of Directors to adopt House Rules and Regulations, after due notice to the owners. The House Rules and Regulations generally deal with the use and occupancy by owners of units and common areas, other exterior areas, parking, trash disposal, pets, etc. They also prohibit conduct that could constitute a nuisance (e.g., a noise disturbance).
- Motions, Policies, Procedures and Resolutions can be adopted by the Board of Directors to implement the above.

In cases of conflict:

- The Maryland Condominium Act has higher standing than the other documents.
- The Declaration of Condominium and Articles of Incorporation has higher standing than the other documents, except for the Maryland Condominium Act.
- The Bylaws has higher standing than the other documents, except for the Maryland Condominium Act and Declaration of Condominium and Articles of Incorporation.
- The House Rules and Regulations has higher standing than the other documents, except for the Maryland Condominium Act, Declaration of Condominium and Articles of Incorporation and Bylaws.

1.4- These rules were adopted on December 14, 2015 and supersede any previous versions of rules, regulations or policies.

1.5- Applicable sections of the Bylaws are included inside a box in *italics* for the convenience of the reader.

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### 2- Definitions

- 2.1- **Board** - means the Board of Directors of Decoverly IV Condominium Association, Inc
- 2.2- **Condominium** - means the Decoverly IV Condominium Association, Inc.
- 2.3- **Common Elements** - means all of the condominium except the units. This includes, but is not limited to, building breezeways, parking lots, natural areas, storm water management pond areas, or around the trash dumpster or recycle bins.
- 2.4- **General Common Elements** - means all the common elements except the limited common elements.
- 2.5- **Limited Common Elements** - means those common elements identified in this Declaration or in the Plats as reserved for the exclusive use of one or more but less than all of the unit owners.
- 2.6- **Owner** - means an owner or owners of record of a condominium unit located in the Decoverly IV Condominium Association, Inc
- 2.7- **Property Manager** - means an authorized employee of the firm contracted by the Board of Directors of Decoverly IV Condominium Association, Inc to manage the property of the Condominium.
- 2.8- **Resident** - means someone who occupies or resides in a particular place permanently or for an extended period.

### 3- General Items

#### *Access to Units at Reasonable Times. Bylaws- Article VIII -Section 3*

*For the purpose solely of performing any of the repairs or maintenance required or authorized by these Bylaws, or in the event of a bona fide emergency involving illness or potential danger to life or property, the Condominium, through its duly authorized agents or employees, shall have the right, after reasonable notice to the owner, to enter any condominium unit or limited common element appurtenant thereto at any hour considered to be reasonable under the circumstances.*

- 3.1- The Owners and Residents of the Units shall, in general, not act or fail to act in any manner which unreasonably interferes with the right, comfort and convenience of other Owners and Residents. Owners are responsible for the actions of their agents, roommates, tenants, contractors, employees, licensees or visitors.
- 3.2- Solicitors are not permitted in the buildings, grounds or parking lots of the Condominium. If an Owner is contacted by one, they should notify the Property Manager immediately.
- 3.3- Owners or any of their agents, roommates, tenants, contractors, employees, licensees or visitors shall not at any time bring into or keep in the Unit, common or limited common element any flammable, combustible or explosive fluid, material, chemical or substance, except for normal household use.
- 3.4- All personal property placed in any portion of the buildings, grounds or parking lots of the Condominium shall be at the sole risk of the owner.
- 3.5- No representative of the Condominium will testify in any court proceeding brought by one Owner against another Owner, unless compelled by subpoena or other appropriate legal action.
- 3.6- Violations of these Bylaws and/or Rules & Regulations may result in enforcement action and/or remediation efforts consistent with these rules.

### 4- Collection of Assessments

- 4.1- The annual assessment to cover the annual expenses of the Condominium will be collected in monthly installments due on the first (1st) day of each month.
- 4.2- All payments made will first be applied against any unpaid balance on an Owner's account as of the date of

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receipt of the payment. As a result, if unpaid balances exist the current month's assessment, or a portion thereof, will be considered late.

4.3- Any assessment which remains unpaid on the fifteenth (15th) day of the month will be considered late and the Property Manager on behalf of the Condominium will impose a late charge of one tenth (1/10) of the total amount of any delinquent assessment or installment, whichever is greater, provided the charge may not be imposed more than once for the same delinquent payment and may only be imposed if the delinquency has continued for at least fifteen (15) calendar days.

4.4- The Property Manager on behalf of the Condominium will, by the fifteenth (15th) day of each month, send a late notice to each Owner having an outstanding balance. The late notice will remind the Owner of the obligation to pay an assessment, that a late charge has been applied, and that, if the full balance is not paid by the thirtieth (30th) day after the due date the Board may accelerate and call due the remainder of the annual assessment for the fiscal year and/or require that the Owner sign up for Electronic Funds Transfer.

4.5- Should the unpaid balance be less than the amount of one (1) month of the current assessment payment, the Property Manager will send a late notice to the Owner with an outstanding balance. The late notice will remind the Owner of the obligation to pay an assessment that a late charge has been applied, and that, if the full balance is not paid by the thirtieth (30th) day after the due date the Board may accelerate and call due the remainder of the annual assessment for the fiscal year and/or require that the Owner sign up for Electronic Funds Transfer.

4.6- Should the unpaid balance be equal to or greater than the amount of one (1) month of the current assessment payment, the Property Manager on behalf of the Condominium on or about the thirtieth (30th) day after the due date of the monthly assessment payment, will send a "NOTICE OF INTENT TO CREATE A LIEN" which will be mailed by registered or certified mail, return receipt requested, to the Owner of record at said Owner's last known address. The Owner will be responsible for any and all costs associated with the preparation and delivery of said notice.

4.7- In accordance with the Maryland Contract Lien Act, the "NOTICE OF INTENT TO CREATE A LIEN" will include the following:

4.7.1- The name and address of the party seeking to create the lien;

4.7.2- A statement of intent to create a lien;

4.7.3- An identification of the contract;

4.7.8- The nature of the alleged breach;

4.7.9- The amount of damages (including all assessments, late charges, interest, lien fees, legal fees and any other costs of collection, as applicable);

4.7.10- A statement that the Condominium intends to accelerate the assessments and call due all monthly installments for the remainder of the calendar year;

4.7.11 A description of the property against which the lien is intended to be imposed which is sufficient to identify the property, and stating the County or Counties in which the property is located; and

4.7.12. A statement that the party against which whose property the lien is to be imposed has the right to a hearing under Subsection (c) of Section 14.203 of the Maryland Contract Lien Act.

4.8- Reserved parking privileges will be revoked for those owners who are three months delinquent or \$500 or more in arrears in amounts owed to the Condominium. Reserved parking privileges will be restored after the Owner's account is brought current. Charges for removing and reinstating reserved parking privileges will be billed to the Owner's account and will be due and payable as part of the assessment. The Board reserves the right to reinstate parking spaces based on payment plan or good faith.

4.9- It is the Owner's responsibility to keep the Property Manager informed, in writing, of the proper and current address for the billing of assessments.

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#### 5- Use of Common Areas

##### *Prohibited Uses and Nuisances Bylaws – ARTICLE X – Section 3*

- a. *No noxious or offensive trade or activity shall be carried on within the project or within any condominium unit or any common elements (general or limited) situate thereon, nor shall anything be done therein or thereon which may be or become an annoyance to the neighborhood or the other owners.*
- b. *There shall be no obstruction of any common elements. Nothing shall be stored upon any common elements without the approval of the Board of Directors.*
- c. *Nothing shall be done or maintained in any condominium unit or upon any limited or general common elements which will increase the rate of insurance of any condominium unit or common elements, or result in the cancellation thereof, without the prior written approval of the Board of Directors. Nothing shall be done or maintained in any condominium unit or upon the limited or general common elements which would be in violation of any law. No waste shall be committed upon any limited or general common elements.*
- d. *No structural alteration, construction, addition or removal of any condominium unit or limited or general common elements shall be commenced or conducted except in strict accordance with the provisions of these Bylaws, or Title 11 of the Real Property Article of the Annotated Code of Maryland.*
- e. *The maintenance, keeping, boarding and/or raising of animals, livestock or poultry of any kind, regardless of number, shall be and is hereby prohibited within any condominium unit or upon any limited or general common elements, except that this shall not prohibit the keeping of dogs, cats and/or caged birds as domestic pets provided they are not kept, bred or maintained for commercial purposes subject to the rules and regulations.*
- f. *Except for any units owned by Grantor or its assigns, no signs of any character shall be erected, posted or displayed upon, in, from or about any condominium unit or limited or general common elements, provided, however, that one temporary real estate sign of customary and reasonable dimensions may be displayed upon, in or from any condominium unit placed on the market for sale or rent. Grantor may employ whatever means are appropriate in its sole discretion to sell units (including the use of common elements and the use of 'model' units) and may continue its sales operation in the same manner until all units in Phase I and/or future phases are sold.*
- g. *No boats, boat trailers, recreational vehicles, trucks of a capacity of one ton or more, or unlicensed vehicles may be parked upon any limited or general common elements. Bicycles shall not be stored on the balconies, patios or terraces.*
- h. *No part of the limited or general common elements shall be used for commercial activities of any character (except as provided in (f), above).*
- i. *No burning of any trash and no unreasonable or unsightly accumulation or storage of litter, new or used building materials, or materials or trash of any other kind shall be permitted within any condominium unit (including balconies and terraces) or upon any limited or general common elements. Trash and garbage containers shall not be permitted to remain in public view, and all trash shall be deposited into the central trash collection area designated by the Grantor. All members shall abide by the rules and regulations regarding the use of the trash enclosure.*
- j. *No structure of a temporary character, trailer, tent, shack, barn or other outbuildings shall be maintained upon any limited or general common elements at any time. No clothing, laundry, or the like shall be hung from any part of any condominium unit or upon any of the common elements.*

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- k. *No outside television or radio aerial or antenna, or other aerial or antenna, for reception or transmission, shall be maintained upon any condominium unit or upon any limited or general common elements without the prior written consent of the Architectural and Environmental Control Committee and under such reasonable limitations and conditions as it may establish.*
- l. *There shall be no violation of any rules or regulations for the use of the units or common elements which may from time to time be adopted by the Board of Directors and promulgated among the membership by them in writing.*

5.1- The sidewalks, paths, driveways, and other areas for use in getting to and from parking spaces, Units and/or recreational facilities shall not be obstructed or used for any purpose other than for ingress to and egress from the parking spaces, Units and/or recreational facilities.

5.2- Unless specific portions of the common elements are designated by the Board for such purposes, no portion of the common elements shall be used for the storage or placement of any articles, including, but not limited to, furniture, boxes, shopping carts, trash and the like.

5.3- No offensive or unsightly materials may ever be stored or placed on the limited common or common elements.

5.4- Owners and Residents shall not be allowed to put their names in any entry or passageway, or other common area, except in the place designated for same by the Board or on the mailbox provided for the use of the Unit occupied by them.

5.5- No rugs shall be beaten on Limited Common or Common Areas, nor dust, rubbish or litter swept from the Unit or any other room thereof onto any of the common areas.

5.6- Under no circumstances may cigarette butts be thrown or dumped onto common areas.

5.7- The repair of all damage to the common areas and property of the Condominium caused by an Owner or any of his agents, roommates, tenants, contractors, employees, licensees or visitors shall be paid for by the Owner. The Board may elect to make the necessary repairs and charge the responsible Owner for the cost.

5.8- No person shall be permitted to loiter or play in any common area not specifically designated as a play or recreation area.

5.9- Common utilities shall not be used or left running for unreasonable or unnecessary lengths of time.

5.10- No one shall interfere in any manner with the heating, cooling, hot water, lighting or similar apparatus in or about the buildings and common areas except for necessary repairs and maintenance.

5.11- Perennials, shrubs or other plantings may not be planted in the common area without advance written approval of the Board. No existing shrubs or plants may be removed from the common elements by Owners or Residents. The Board may return the Common Area to its original condition and charge the responsible Owner for this expense after reasonable notice to such Owner.

5.12- Owners, or any of his agents, roommates, tenants, contractors, employees, licensees or visitors shall not at any time or for any reason whatsoever enter upon or attempt enter upon the roof of any buildings, except for licensed contractors repairing or replacing HVAC equipment.

### **6- Use of Windows, Doors, Decks & Patios**

6.1- Patio furniture may be placed on decks or patios that are limited common elements appurtenant to any Unit(s). No unsightly or offensive items or materials may be placed or stored on any deck or patio.

6.2- In the event any Owner fails to comply with a request of the Board to remove any unsightly or offensive, the Board may, after reasonable notice to such Owner (except in the case of an emergency), remove such unsightly or offensive item or material at the expense of such Owner.

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6.3- All exterior light bulbs must be yellow or white and may not be colored.

6.4- Strings of lights may be used only to celebrate a particular holiday and must be removed within seven (7) days after the holiday.

6.5- The water closets and other water, plumbing and disposal apparatus shall not be used for any purpose other than that for which they were constructed. No sweepings, rubbish, rags, newspapers, ashes or other substances shall be thrown therein. Any damage to the property of others, including the Common Areas, resulting from the misuse or neglect of such facilities or from the misuse or neglect of any heating, cooling or electrical apparatus or facility shall be paid for by the Owner who caused the damage.

6.6- Nothing shall be thrown or emptied out of the windows, patios, decks or doors of any Unit, or thrown or emptied in the Common Areas, nor shall anything be hung from outside the windows or in the patios or decks or placed on the outside window sills of any Unit.

6.7- No awnings, window guards, curtains, drapes, shades, or blinds may be installed on the decks, patios, windows or any exterior portion of the building.

### **7- Unit Smoke Alarms, Building Fire Alarm and Sprinkler Systems**

7.1- Any modification to the fire sprinkler or building alarm system is a violation that will be corrected as soon as possible at the Owners expense. The fire sprinkler or building alarm system includes:

- the sounder that is the same size as a wall light switch and is located on the wall in the dining room that adjoins the kitchen, and
- the wiring connecting the sounder to the building fire alarm system, and
- the sprinkler heads in the unit, the unit closets and on the unit patio or deck, and
- Pipes connecting the sprinkler heads to the building Sprinkler system.

7.2- All Owners are required to have functional interconnected smoke alarms outside of each sleeping area. Owners are required to change batteries as required and to change smoke alarms after 10 years of operation.

### **8- Pets**

8.1- Dogs, cats and other domestic pets (Pets) are allowed, provided that the same shall not disturb or annoy other Residents.

8.2- Any inconvenience, damage or unpleasantness caused by their pets shall be the sole responsibility of the respective owners thereof.

8.3- All pets shall be kept on a leash when outside their Owner's unit, and shall not be allowed to interfere with the rights, comfort and convenience of any of the Owners or Residents.

8.4- In cases where the safety of other Residents may be impaired, the Board shall require the pet to be removed permanently from the community.

8.5- Permission to keep an animal(s) must be in accordance with the Condominium Bylaws, Maryland law and Montgomery County law.

8.6- Residents with pets assume full responsibility for disturbances, personal injuries, or property damage caused by the pet; each pet owner indemnifies the Condominium, the Board and the Property Manager and each Owner and holds each of them harmless against any loss, claim or liability of any character whatsoever arising from the privilege of keeping a pet in any of the buildings.

8.7- Owners are responsible for any damage done by pets residing or visiting their units.

8.8- Owners and Residents are reminded that the keeping and maintenance of pets is governed by Montgomery County laws and ordinances and such laws and ordinances will be enforced. These include a requirement that dogs and cats be licensed, vaccinated against rabies, and under the control of the Owner when in the Common



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Areas. County law requires that all dogs and unaltered cats be leashed. Any animal recognized in the state of Maryland as inherently dangerous must be muzzled while on the common elements.

8.9- Each pet owner shall file with the Property Manager a written registration for his/her pet and payment of the annual fee if the pet is a dog, within 5 business days upon arrival of the pet. This registration must be updated annually upon receiving new licensure and vaccines. The registration form may require giving a description of the pet, including age, name, color and license tag number.

8.10- Any unregistered pet is considered to be illegal and subject to removal from the condominium and/or subject to a fine as a result of a dispute settlement hearing before the Board.

8.11- A pet fee of \$75.00 per pet, per calendar year or portion thereof, shall apply to all canine registrations.

8.12- Certified service animals may be exempted from paying the fee by the Board.

8.13- If any pet disturbs other Residents of the Condominium by crying, barking, biting or otherwise being a nuisance, notice will be given to its owner to have the annoyance discontinued; if not corrected, action will be taken to remove the pet from the premises, and/or subject to a fine as a result of a dispute resolution hearing before the Board.

8.14- Pet owners are responsible for the removal of excrement anywhere within the common elements, including interior and exterior areas of the buildings as well as the grounds and paved areas adjacent to them. Pet owners are responsible for the lack of compliance by visitors or contractors who walk their dogs. A pet owner, based on a valid, corroborated complaint, who does not comply with this provision will be subject to a fine of \$100.00. Notice will be given to the pet owner to remove the pet from the condominium for repeat violations.

8.15- All kitty litter/waste must be bagged in plastic bags and securely tied before placing it in the trash compactor.

8.16- Pets shall not be left unsupervised on balconies, patios or other Limited or Common Elements and must be under the control of pet owners at all times.

8.17- Pet feeding devices, housing or litter boxes are prohibited on balconies and patios.

8.18- All pets must be spayed or neutered.

8.19- Each unit is permitted to have a maximum of two dogs and two cats.

8.20- The Board can designate one or more "People Only" areas with signage and or shrubbery.

8.21- The Board can designate one or more "Dog Areas" areas with signage and or shrubbery.

### 9- Grilling

9.1- You **CAN** grill in an open common area at least twenty (20) feet away from any structure, building, overhead combustible surface, dry leaf or brush.

9.2- You **CANNOT** grill on balconies, patios, in hallways, breezeways, staircases, sidewalks, inside or within twenty (20) feet of any structure.

9.3- If you grill you must properly extinguish charcoal or other materials before disposal in trash bins or compactors.

9.4- If you grill you must make sure your grill is continuously supervised by an adult until extinguished.

9.5- If you grill you must accept responsibility for damage caused to common or limited common elements, including any damage caused by tenants or guests.

### 10- Grill Storage

10.1- You **CAN** store an empty hibachi, charcoal grill, or other similar devices on your patio.

10.2- You **CANNOT** store hibachi, gas-fired grill, charcoal grill, or other similar devices on or in a balcony, hallway, breezeway, staircase or patio or balcony storage closets.

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10.3- You **CANNOT** store liquid propane (LP) gas cylinders, within 20 feet of any part of the condo buildings.

10.4- You **CANNOT** store charcoal, wood chips, lighter fluid or similar items in patio or balcony storage closets.

#### 11- Noise

11.1- No Owner or Resident shall make or permit to be made any disturbing noise in the common areas or in the Units by himself, his family, friends, roommates, tenants, employees, contractors or invitees, nor permit anything to be done by any such person as would interfere with the rights, comfort or convenience of other Owners or Residents.

11.2- No Owner or Resident shall play or allow to be played any musical instruments, radio, TV, hi-fi, tape recorder or the like if the same shall unreasonably disturb or annoy any other Owners or Residents.

11.3- Residents and guests are required to observe the maximum allowable noise levels set by Montgomery County. Maximum allowable noise levels are measured in the adjacent unit or in the common area outside the source of the noise.

- *Daytime:* 7am-9pm Weekdays; 9am-9pm Weekends and Holidays- 65 dBA
- *Nighttime:* 9pm-7am Weekdays; 9pm-9am Weekends and Holidays- 55 dBA

11.4- Residents are asked to show tolerance for occasional sounds and work with each other to resolve noise issues.

11.5 - Any construction or use of power tools, dishwashers, washing machines, dryers and vacuums is prohibited during the "quiet hours" of 9:00 pm to 7:00 am Monday through Friday and 9:00 pm to 9:00 am Saturday, Sunday and federal holidays.

11.6- Whenever future activities that have the potential to result in significant noise (remodeling, construction, etc.) are scheduled, notification must be provided to neighboring Owners no less than seven (7) days prior to the project beginning.

11.7- Whenever immediate repairs are required that have the potential to result in significant noise notification must be provided to neighboring Owners.

#### 12- Noise Enforcement

12.1- The first step in dealing with any noise issue is communication between the person hearing the noise and the resident in the source of the noise. The Condominium will only get involved in noise issues when all efforts to resolve the issue between the involved Residents have failed and a well-documented complaint has been filed with the Property Manager.

12.2 - If the source of the noise comes from a unit that is not occupied by the Owner, the Property Manager will assist the Resident experiencing the noise in contacting the Owner.

12.3- If the effort to resolve the issue between the involved Residents and Owners has failed, the Owner of the unit where the Resident(s) experienced the noise can file a request to have the Board to try to resolve the issue.

12.4- Because noise disturbances are subjective, and dependent upon the observations and testimony of witnesses any request to resolve a noise issue must include written reports to the Property Manager by at least two adults over the age of 18 who witnessed the noise.

12.5- The names of the complainants and witnesses will be provided to the alleged violator, and the witnesses must be willing to provide testimony, if required, should this matter be heard in a hearing before the Board.

12.6- The submission of a complaint/request does not automatically result in an enforcement action. The Board will use its judgment, based on the facts presented in the complaint, the history of the case, knowledge of the parties involved, and other factors as appropriate, to determine if any enforcement action(s) are appropriate.

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12.7- The Board may require that all parties involved consent, via a release form, to the installation of sound monitoring devices in the unit that is the source of the noise and the surrounding unit(s).

12.8- Failure to consent to the installation of sound monitoring devices by all Owners and Residents in the unit filing the complaint/request, when a request for such is made by the Board, may result in a dismissal of that complaint/request.

12.9- Information provided to the Condominium concerning the noise issue is considered confidential and will not be provided to courts or other outside parties unless compelled by subpoena or other appropriate legal action.

### **13- Smoking**

13.1- Smoking is defined as the act of lighting, smoking, or carrying a lighted or smoldering cigar, cigarette, pipe, electronic cigarette (e-cig or e-cigarette), personal vaporizer (PV) or electronic nicotine delivery system of any kind.

13.2- Smoking is prohibited at any time in all the common elements of the Condominium.

13.3- Hallways, Breezeways, Staircases, Playground(s), Tennis Court, Pool Area, Recycling Area are considered No-Smoking Zones.

13.4- Outdoor smoking is prohibited at any time within 10 feet of the entrance to or inside a hallway of the common elements of the Condominium. Smoking in a vehicle with the windows and doors closed is not considered outdoor smoking. (Except that smoking is allowed on balconies or patios or inside individual units within 10 feet of the entrance.)

13.5- Discarding smoking related litter in common areas (cigarette butts, matches, lighters, etc.) is strictly prohibited.

13.6- Proper disposal, including extinguishing of smoking material is required in balconies, patios and common areas. Failure to do so is in violation of this smoking policy (as well as littering, and a safety hazard) – subject to enforcement which may include any damages.

13.7- Owners may be held responsible for damage caused by tenants or guests.

### **14- Trash & Recycling**

14.1- Owners, his/her guests, family, tenant, invitees, or employees are expected to dispose of items properly, either by placing these items in the trash compactor or recycle bins, or taking them to the Montgomery County Transfer Station.

14.2- All trash must be deposited completely within the trash compactor.

14.3- Placing items on the ground or outside the proper containers is not permitted.

14.4- Recycle debris must be disposed of properly in the appropriate recycle containers.

14.5- Metal or bulk items (e.g. furniture, bookcases, and mattresses) may not be placed in the compactor or in the recycling area.

14.6- Trash may not be stored in the building breezeways or on patios or balconies for any length of time.

14.7- In any case where debris has been dumped without authorization, the Property Manager and/or Board will attempt to determine who the responsible party is. Items located on or within the debris (e.g. mailing labels, copies of correspondence) will be used to determine the identity of the violator.

14.8- The Condominium may have trash or residue improperly placed by the owner, his/her guests, family, tenant, invitees, or employees removed and disposed of at the Owner's expense without prior notice.

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## HOUSE RULES AND REGULATIONS

### 15- General Parking Rules

15.1- Owners and Residents, their employees, contractors, agents, visitors, licensees and their families will obey the parking regulations, and any other traffic regulations, promulgated in the future for the safety, comfort and convenience of the Owners and Residents.

15.2- Owners and Residents, their employees, contractors, agents, visitors, licensees and their families shall not cause or permit the blowing of any horn from any vehicle in which the Owner, his/her guests, family, tenant, invitees, or employees shall be Residents, approaching or upon any of the driveways or parking areas serving the Condominium, except as may be necessary for the safe operation thereof.

15.3- Parking is not permitted on the Common Elements other than in designated parking spaces.

15.4- Parking shall be permitted on the Common Elements only within those spaces that are appropriately lined and striped.

15.5- All Owners, Residents, their guests, assigns, contractors, employees, agents, and invitees shall obey all traffic signs posted in the community.

15.6- No motorbikes, go-carts, all-terrain vehicles (ATV's) or other unlicensed motor vehicles may be operated upon the Common Elements. No vehicles, either licensed or unlicensed, may be operated upon the Common Elements except in those areas specifically designated for that purpose (ie: the roadway and parking areas).

15.7- No extraordinary repairs or maintenance, including fluid changes, may be performed upon any vehicle while on the Common Elements. This restriction applies to washing vehicles anywhere on the Common Elements, except for the designated washing area on Diamond Cove Terrace.

15.8- Motorcycles are considered vehicles and must be registered in the same manner as cars.

15.9- No storage PODs, containers, boxes or the like are permitted in parking spaces or anywhere on the Common Elements without written permission of the Board.

15.10- Failure to obtain prior written permission of the Board may result in removal of the storage PODs, containers, boxes or the like at the Owners expense and risk.

15.11- Prohibited Vehicles:

- Pursuant to Article X, Section 3, paragraph (g) of the Bylaws, the following vehicles, as defined, are prohibited from parking upon the property of the Condominium:
  - **Boat:** Any boat or other watercraft that is incapable of self-propelled motorized travel on land.
  - **Commercial Vehicle:** Any vehicle, except as otherwise described herein, which openly displays any ladders, pipes, lumber or other construction materials, equipment or debris, including private pick-up trucks which carry such materials, or is registered or licensed for commercial purposes or for hire except as provided in these Rules and Regulations.
  - **Hazard:** Any vehicle parked in an area that can impede access of emergency vehicles, parked in a marked fire lane, which impedes the safe ingress and egress of private automobiles, which is carrying hazardous materials or is leaking oil, gasoline or other fluids.
  - **Junk Vehicle:** Any vehicle which is inoperable or on which current license plates or registration stickers are not properly displayed, or which has one (1) or more flat tires and has not been moved for a period of 7 days or more.
  - **Motor Homes:** Any self-propelled camper.
  - **Stored Vehicle:** Any vehicle that remains unmoved on the Common Elements for a period in excess of twenty-one (21) days. This provision may be waived by the Board by notifying the Property Manager, in writing, prior to the expiration of the twenty-one (21) day time period.
  - **Truck:** A truck is a vehicle with a load capacity of greater than 3/4 ton and/or having more than two (2) axles or more than four (4) wheels.
  - **Trailer:** A trailer is any vehicle which is drawn by another vehicles having motive power but is incapable of motive power by itself.

## DISCOVERLY IV CONDOMINIUM ASSOCIATION, INC

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- **Boat Trailer:** A trailer utilized for the purpose of transporting a boat or other water craft.
- **Camper:** A camper is any vehicle drawn by a car, truck, or other vehicle and is used as a temporary or permanent dwelling.
- **House Trailer:** Same as camper.
- **Tractor Trailer:** A truck utilized for the purpose of drawing a trailer.
- **Vehicle with Commercial Lettering and/or Signs:** Any vehicle which displays writing, logos, or advertisements, except vehicles of a governmental agency, vehicles which display simple commercial lettering designating a company name address, and/or telephone number, or vehicles with properly affixed bumper stickers which are not otherwise prohibited except as provided in these Rules.

#### 16- Parking on Vanderbilt Circle

16.1- Each Condominium unit with a Vanderbilt Circle address, that is current in their Condominium Monthly Assessments, will be assigned the use of one (1) parking space upon the General Common Areas of the Condominium.

16.2- In no case shall this policy be construed to mean that ownership of any parking space has been conveyed to any Owner or that any general common element has been converted to a limited common element.

16.3- Parking areas and the individual parking spaces shall remain General Common Elements of the Condominium subject to all provisions of the Declaration, Bylaws, and/or Rules & Regulations.

16.4- Each assignment is subject to modification or revocation by the Board.

16.5- The Board will cause identifying markings to be applied to each assigned parking space for the purpose of correlating the parking space with the unit to which it is assigned.

16.6- Parking spaces not assigned for the use of a specific unit shall be available on a first come, first served basis to all Owners.

16.7- The Board may cause an identifying mark such as "CONDO PERMIT", "GUEST" or "VISITOR" to be applied to such spaces or may leave the spaces unmarked.

16.8- All vehicles parking on the Vanderbilt Circle section of the Condominium property MUST clearly display a hangtag on the rear view mirror whether the vehicle is parked in a Reserved or Guest parking space from 12:00 midnight until 6 am seven (7) days a week.

16.9- Any vehicle that does not clearly display a valid parking permit during these hours is subject to being towed at the vehicle owner's expense and risk.

16.10- Each Owner shall furnish updated information on the names of residents and Owners and how to contact them in an emergency in order to be issued parking hangtags.

16.11- One numbered parking hangtag will be issued to each unit on Vanderbilt Circle at no cost,

16.12- Additional hangtags will be made available to owners for an annual fee of \$125 each per year or portion thereof.

16.13- Light commercial vehicles may rent a designated parking space at the end of the parking lot past 10024 Vanderbilt Circle for a fee of \$50 per month paid in advance for one year at a time. The owner of the vehicle must be a legal resident of the condominium, the registered vehicle is the only commercial vehicle this owner may park in the assigned parking space or a passenger car.

16.14- Should a unit change ownership or residents (ie: sale or rent), it shall be the responsibility of the seller or lessor to transfer the hangtag to the new owner or tenant. Replacements, due to damage, will be issued at no charge when the damaged hangtags are returned. There will be a charge of \$125.00 each for the replacement of lost or stolen hangtags including those that cannot be returned when there is a change of residency in the unit.

16.15- If a hangtag is stolen and a valid police report is provided, the hangtag will be replaced at no charge.

16.16- The issuance of parking hangtags does not guarantee the resident a parking space other than their

# DECOVERLY IV CONDOMINIUM ASSOCIATION, INC

## HOUSE RULES AND REGULATIONS

reserved space if they are current in the payment of their condominium fees.

16.17- Unreserved parking spaces are available on a first come first served basis.

16.18- Reserved parking privileges may be revoked by the Board under the Bylaws or these Rules and Regulations.

### 17- Parking Enforcement

17.1- The Board shall have the authority to contract with a towing company for the purpose of enforcement of this policy. The name, address and telephone number of the towing company is:

G&G Towing  
421 Dover Road  
Rockville, MD 20850  
Phone (301) 762-6023  
Fax (301) 762-2788

17.2- Only the towing company under contract with the Condominium shall be authorized to perform any towing for the enforcement of this policy.

17.3- The owners of any unauthorized vehicle removed by the towing company under the provisions of this policy shall be responsible for all towing and storage charges. In the event a vehicle is improperly towed from the property, the person(s) authorizing the tow may be responsible for charges incurred.

17.4- The following violations are subject to immediate towing without notice:

- No current hangtag – From 12:00 midnight – 6:00am 7 days a week.
- Parked in a fire lane
- Parked in a handicapped space without a current handicapped plate or tag
- Parked in another owner's space without their permission
- Displaying a revoked parking permit between the hours of 12:00 midnight and 6 am 7 days a week.

17.5- Vehicles which are not removed, or for which the violation has not otherwise been corrected by the vehicle owner within the specified period of time, may be removed from the property by the Board.

17.6- Any towing and storage charges or damages resulting from vehicle removal, if any, shall be the responsibility of the owner of the vehicle.

17.7- In addition to or in lieu of the above, the Board may pursue any other legal means available to secure compliance with this policy.

17.8- Owners and/or Residents are solely responsible for advising their family members, guests, tenants and invitees of this policy and restrictions.

17.9- The owner of a vehicle in violation of this policy shall be notified in writing by the Property Manager of the violation and directed of the intent to remove the vehicle from the premises, or otherwise correct the violation, after a waiting period of 48 hours. Such notification may include a written notice to the vehicle owner or the posting of the notice on the vehicle.

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### 18- Renting or Leasing Your Unit

*Leasing. Bylaws ARTICLE X Section 2 - With the exception of a lender in possession of a condominium unit following a default in a mortgage foreclosure proceeding, or any deed or other arrangement in lieu of foreclosure, no unit owner shall lease his unit for transient or hotel purposes, or in any event, for any periods less than three months. No unit owner shall lease less than the entire unit. All leases shall provide that the lease is subject in all respects to the provisions of the Declaration and By-Laws, and that a failure by the lessee to comply with the terms of such documents shall be a default of the lease.*

18.1- An Owner who leases their unit must comply with all federal, state and local laws relating to rental property including the registration of the rental property with the County to obtain a Rental License, prior to arranging for a tenant to move into their unit.

18.2- An Owner who leases their unit shall promptly, following the execution of any such lease, and prior to the tenant moving into the building, forward a copy of the lease and executed lease addendum to the Condominium.

18.3- Any renewals or extensions of said lease shall be forwarded to the Property Manager at the expiration of the first lease within 10 days of execution.

18.4- Owners who lease their units are responsible for providing their tenants with a copy of the House Rules and Regulations of the Condominium and are responsible for the tenant's compliance with these rules and regulations.

### 19- Moving

19.1- Owners must notify the Property Manager in advance of the date and time of the move. All moves must be completed between the hours of 7am-9pm Weekdays; 9am-9pm Weekends and Holidays.

19.2- When scheduling a move, the following information must be submitted to the Property Manager:

- a) Copy of settlement sheet (HUD-1) or valid lease and Discoverly lease addendum (proof of ownership or occupancy)
- b) \$125 Processing fee made payable to "Discoverly IV Condominium"
- c) Pet Registration Form plus pet fees, if applicable
- d) The Resident's phone number(s) and e-mail address

19.3- Moving vans, trucks or other vehicles are not permitted in private parking spaces without permission of that parking space's owner.

19.4- Objects should not be propped against the breezeway walls or ceilings and care must be taken when ascending the stairs, not to damage the paneling under the set of stairs above the one being ascended.

19.5- When carrying objects through the breezeways, care must be taken not to damage the wall light fixtures which are surface mounted and easily damaged.

19.6- All moving materials (crates, boxes, Styrofoam pellets and the like) must be properly disposed of in accordance with the trash and recycling rules & regulations.

19.7- Owner is responsible for any damage to Common Areas or costs of disposing of items.

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### 20- Inspections & Deadlines

*Bylaws Article XII, Section 3. Individual Policies.- The owner of any condominium unit (including the holder of any mortgage thereon) shall obtain additional insurance (including a "Condominium Unit-Owner's Endorsement" for improvements and betterments to the condominium unit made or acquired at the expense of the owner) at his own expense. The policy shall include building and liability coverage sufficient to cover the cost of any damage assigned to the unit in accordance with Maryland statutes. This insurance coverage shall be under an HO 6 policy, and shall provide for notice to the Decoverly IV Condominium, Inc. should any change or cancellation be made to said policy. Each unit owner shall provide a certificate of proof of insurance to the Decoverly IV Condominium, Inc.*

*Such insurance shall be written by the same carrier as that purchased by the Board of Directors pursuant to this Article or shall provide that it shall be without contribution as against the same. Such insurance shall contain the same waiver of subrogation provision as that set-forth in Section 2 (g) of this Article.*

*The owner of any condominium unit shall notify the Board of Directors in writing of any and all improvements and betterments made to the condominium unit at the expense of such owner, the value of which is in excess of Two Thousand and No/100 Dollars (\$2,000.00).*

#### 20.1- Annual

- 20.1.1- Annually at Expiration date – Insurance Certificate - Provide the Property Manager with a current Certificate of Insurance (HO-6 Policy) naming Decoverly IV Condominium as the Certificate Holder. Please note that an updated Certificate is required when the current Certificate expires.
- 20.1.2- May 31 - Condensate line cleaning - Provide the Property Manager with a copy of a bill showing that your condensate line has been cleaned by a licensed and insured contractor.
- 20.1.3- September 15 - Obtain New Parking Hangtags. Schedule will be mailed to owners and posted on the website [www.decoverlyiv.com](http://www.decoverlyiv.com).

#### 20.2- Every Two Years

- 20.2.1- May 31 - Dryer Duct Cleaning if you have not had it done in the past two years.

#### 20.3- Every Three Years

- 20.3.1- September 1 - Fireplace & Chimney Inspection - Each Owner with a fireplace is required to provide proof to the Property Manager that their fireplace and chimney have been inspected and cleaned/repaired as necessary every three (3) years.
- 20.3.2- May 31 - Conventional Tanked Water Heaters - Each conventional tanked water heater must have a Preventative Maintenance Check by a WSSC licensed plumbing professional performed on or before May 31, 2016 and every three years thereafter.



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## HOUSE RULES AND REGULATIONS

### 21- Remodeling, Repair & Construction

- **Architectural Control.** *Bylaws - ARTICLE XI: Section 1*
  - *Except for the original construction of the condominium units situate within the project and any improvements to any limited or general common elements accomplished concurrently with said construction, and except for purposes of proper maintenance and repair or as otherwise in these By-Laws provided, it shall be prohibited to install, erect, attach, apply, paste, hinge, screw, nail, build, alter, remove or construct any lighting, shades, screens, awnings, patio covers, decorations, aerals, antennas, radio or television broadcasting or receiving devices, slabs, sidewalks, curbs, gutters, patios, porches, driveways, fences, walls, or to make any Change to or otherwise alter (including any alteration in color) in any manner whatsoever the exterior of any condominium unit or any of the limited or general common elements within the project, or to remove or alter any windows, exterior doors of any condominium unit, or to make any change or alteration within any unit which will alter the structural integrity of the building or otherwise affect the property, interest or welfare of any other unit owner, or materially increase the cost of operating or insuring the project, without the written consent of the Board of Directors or by an Architectural and Environmental Control committee designated by the Board of Directors.*
  - *Approvals, etc. Upon approval of the Architectural and Environmental Control Committee of any plans and specifications submitted pursuant to the provisions of this Article, a copy of such plans and specifications, as approved, shall be deposited among the permanent records of such committee and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting same. In the event the Architectural and Environmental Control committee fails to approve or disapprove any plans and specifications which may be submitted to it pursuant to the provisions of this Article within sixty (60) days after such plans and specifications (and all other materials and information required by the Architectural and Environmental Control Committee) have been submitted to it in writing, then approval will not be required and this Article will be deemed to have been fully complied with.*

### 22- Flooring

22.1- Whenever flooring other than carpet is installed in any unit with another unit below, a sound deadening subflooring must be used.

22.2- Individual manufacturer's requirements must be adhered to for their installation requirements.

22.3- In the absence of any manufacturer's specific installation requirements, sound deadening subflooring will be defined as 1/4" acoustical cork or other synthetic material as an underlayment installed over existing subfloor with a 3/4" plywood floating subfloor installed over the underlayment.

22.4- Whenever projects of this type are scheduled, notification must be provided to neighboring Owners no less than seven (7) days prior to the project beginning.

22.5- This notice should take the form of a posted notice at the Units above, below, and to either side of your unit, if applicable.

22.6- Installation should take no longer than five (5) days to complete.

22.7- Documentation recording the type and thickness of subflooring and method of installation must be retained for your records.

22.8- This will ensure that proof of your compliance with this guideline has been accomplished.

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22.9- Any questions regarding this policy should be addressed to the Property Manager prior to installation.

#### **23- Flat Roofs**

23.1- Any owner who is planning to replace their air conditioning compressor located on the flat roof of the breezeway MUST notify the Property Manager in advance of the replacement.

23.2- The Owner must obtain a Certificate of Insurance from the contractor naming Discoverly IV Condominium Association as an additional insured on the contractor's policy and provide this Certificate to the Property Manager prior to the commencement of work.

23.3- The old compressor MUST be removed before the new one is installed.

23.4- Any damage will be the responsibility of the Owner.

#### **24- Skylights**

24.1- Any Owner who is planning to replace a skylight MUST notify the Property Manager in advance of the replacement.

24.2- The Owner must obtain a Certificate of Insurance from the contractor doing the installation naming Discoverly IV Condominium Association as an additional insured on the contractor's policy and provide this Certificate to the Property Manager prior to the commencement of work.

24.3- The Owner must sign a form stating they understand that by removing the existing skylight they will be voiding the Condominium's warranty on the flashing and shingles around the skylight and therefore, should there be any leaks there during the warranty period for the roof, the Owner and/or any future Owner of that unit will be responsible for the repairs.

24.4- The roof will be inspected and photographed before and after the installation of the new skylight and any damage to the roof or incorrect installation of flashing or incorrect shingles will be the responsibility of the Owner.

#### **25- Door, Window, Deck & Patios**

25.1- The Condominium is responsible for maintenance and repair of the columns that support the balconies.

25.2- Owners are responsible for maintenance and repair of limited common elements including but not limited to:

25.2.1- Exterior front, utility closet and sliding glass doors and frames

25.2.2- Windows and frames

25.2.3- Patio surfaces

25.2.4- Balcony deck boards and supports

25.2.5- Deck or balcony railings

25.3- Owners are responsible to remove snow from patios and deck or balconies within 72 hours of when the snow stops falling.

25.4- Owners must submit an Application for Change to the Discoverly IV Condominium Architectural and Environmental Control Committee for any repairs or replacements. You can download an application at [www.discoverlyiv.com](http://www.discoverlyiv.com).

25.5- Owners must use galvanized or rust proof fasteners to secure balcony deck boards.

25.6- Owners may not use engineered wood as balcony deck boards, because the joists are spaced too far apart to provide the required structural support, unless the Owner provides evidence, acceptable to the Architectural and Environmental Control Committee, that the engineered wood will be supported properly.

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- 25.7- Railings must be painted black with McCormick Paints industrial grade semi-gloss, oil based paint or equivalent.
- 25.8- Entry and utility closet doors on Vanderbilt Circle must be painted with McCormick Paints Hearthstone, Cote-All Clear Base exterior, gloss formula or equivalent.
- 25.9- Entry and utility closet doors on Diamond Cove Terrace must be painted with McCormick Paints Kentucky Green, Cote-All Clear Base exterior, gloss formula or equivalent.
- 25.10- The Condominium requires that flashing be installed, at the Owner's expense, by a vendor approved by the Board: when exterior front, utility closet and sliding glass doors or frames are replaced, or when water infiltrates into the Owner's unit or the ceiling of the unit below their unit.
- 25.11- The Condominium requires that exterior doors, railings, frames or decks be painted or repaired within 30 days after notice from the Property Manager to the Owner.
- 25.12- Failure to file an Application for Change to the Architectural and Environmental Control Committee or proceeding without committee approval will result in an automatic fine in the amount of \$125.

### 26- Water Heaters for Individual Units

- 26.1- Improperly installed water heaters may result in the venting of dangerous gases into your Unit and adjacent ones. Also, improperly installed water heaters may result in water damage to your Unit and adjacent ones.
- 26.2- Therefore the Board, Property Manager and the Architectural and Environmental Control Committee have established these rules and regulations to protect the safety of residents and to help prevent damage to the property.
- 26.3- Owners who replace or install new water heaters must comply with the following Rules and Regulations:
- 26.3.1- The Architectural and Environmental Control Committee (AECC) will maintain a list of approved contractors who demonstrate familiarity with Condominium requirements, are appropriately licensed, WSSC Certified, have access to the necessary equipment and agree to comply with these rules as well as applicable WSSC and state codes. This list will be maintained by the Property Manager.
  - 26.3.2- Owners must **either:**
    - 26.3.2.1- use a contractor approved by the AECC and notify the AECC of the installation or replacement within 5 business days, OR
    - 26.3.2.2- **prior** to any replacement or installation submit an AECC - Application For Change and gain committee approval.
  - 26.3.3- Owner must provide a copy of the WSSC Inspection Sticker or equivalent proof of inspection to the AECC within 5 business days of the inspection.
  - 26.3.4- To prevent freezing, owners must maintain a temperature of above 50 degrees Fahrenheit in the utility closet in which the water heater is located. Heating vent in the utility closet must be kept open.
  - 26.3.5- It is recommended that whenever a water heater is replaced/installed or after 8 years of use, any mixing valves located at the water heater should be replaced.
  - 26.3.6- Whenever a water heater is replaced/installed a CO detector must be installed in the covered unit between the utility closet and the sleeping areas. The CO detector must either have a 10 year battery or be connected to AC power with a battery backup. The CO detector must be replaced every 10 years.
  - 26.3.7- All water heater vents must comply with all local, state and WSSC codes; be inspected at least annually; and be free of debris.
  - 26.3.8- Any Owner of a Unit that is above the ground level who has an existing or replacement condensing tankless water heater must install a condensate drain line that drains to the Condominium's pan drain line.

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Installer must inspect the pan drain line to verify it can handle the volume of condensate water and meets local, state and WSSC codes.

26.3.9- Any Owner of a Unit that is at ground level who has an existing or replacement condensing tankless water heater must install a condensate drain line that:

26.3.9.1- is separate and apart from the Condominium's plumbing,

26.3.9.2- is sufficiently heated to prevent freezing,

26.3.9.3- is located to minimize the chance of being blocked,

26.3.9.4- has the line wrapped with heat tape or cable (Raychem Self Regulating Heating Cable or equivalent),

26.3.9.5- is wrapped with pipe insulation, and

26.3.9.7- meet the aesthetic and other requirements of the AECC.

26.3.10- All water heaters without an electronic ignition must have a device (Robertshaw Automatic Pilot Restart Kit or equivalent) to automatically relight the pilot when it blows out.

26.3.11- When water heaters are installed in locations where leakage of the tanks or connections will cause damage, the tank or water heater shall be installed in a galvanized steel pan having a minimum thickness of 24 gauge, or other pans approved for such use. This requirement will apply only to water heaters located above the lowest habitable level. Pans shall not be required in basements or for slab-on-grade for existing installations.

#### **26.4- Existing water heater installations have until May 31, 2016 to comply with the following rules and regulations.**

26.4.1 - Each conventional tanked water heater must have a Preventative Maintenance Check by a WSSC licensed plumbing professional performed on or before May 31, 2016 and every three years thereafter. The Preventative Maintenance Check must include:

26.4.1.1 - A visual inspection of the water heater. If leaks are present, the water source must be repaired immediately. If tank lining leaks are present, the water heater must be replaced immediately.

26.4.1.2- Inspection of the anode rod. If half of the original anode rod diameter is depleted or wire is exposed the anode shall be replaced immediately. If the anode rod cannot be removed, the tank must be replaced immediately.

26.4.1.3- Flushing the tank to remove sediment.

26.4.1.4- A thorough examination of all shut-off valves and all piping. The plumbing professional must look for signs of failing plumbing, such as loose or wet joints and rust. All valves must be inspected to ensure they work properly. Inoperable valves must be replaced immediately.

26.4.1.5- A thorough examination of the drain pan, any fittings and all drain lines. Any deficiencies must be repaired immediately.

26.4.2- Each conventional tanked water heater that is unable to pass an inspection by a WSSC licensed plumbing professional must be replaced within 60 days.

26.4.3- You are free to use any WSSC licensed plumbing professional for your convenience a list of approved contractors for water heater installations is on [www.discoverlyiv.com](http://www.discoverlyiv.com)

#### **27- TV or Satellite Receiving Equipment**

27.1- Direct broadcast satellite dishes and television microwave or broadcast antennae, as permitted by FCC regulations, may be installed, subject to the following guidelines, after written notice of the proposed

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installation, providing information about the type of device and the location and manner of installation, is provided to the Board. Any existing review and approval process for architectural modifications shall not apply to such devices. No other exterior antennae are allowed.

27.2- Only direct broadcast television satellite dishes, measuring 39 inches or less in diameter, shall be permitted.

27.3- No Owner or Resident may install a television receiving device on the General Common Elements without the written approval of the Board. General Common Elements include attics, roofs, building exteriors and breezeways.

27.4- Permitted television receiving devices may be installed only inside, or on a limited common element (balcony or terrace), with respect to which the Resident has exclusive use or control.

27.5- Television receiving devices installed in units or on limited common elements shall not protrude into, or interfere with the use of, any general common element.

27.6- Television receiving devices installed on balconies or terraces shall be properly secured to prevent injury to persons or damage to property.

27.7- The Board may prescribe proper fastening techniques and other appropriate safety measures, which shall be followed in the installation of all exterior television receiving devices.

27.8- The Board may require proof from the Owner that their insurance policy will cover any damage or liability caused by the satellite dish or antennae.

### **28- Enforcement**

28.1- The following actions may be taken to enforce these Rules & Regulations against the violator:

28.1.1- Any costs associated with hauling and dumping improperly discarded debris may be assessed to the Owners account.

28.1.2- The reserved parking space assigned to that unit may be revoked for a period determined by the Board.

28.1.3- Owner may be required to take steps at the Owner's expense to remediate the violation.

### **29- Notice of Violation by Inspection**

29.1- The Board will make a walking survey of the community at least once a year to check for violations of the Declaration, Bylaws, and other rules and regulations of the Condominium.

29.2- The results of such an inspection must be written.

29.3- No action will be taken on inspection results that are not documented in writing including the date of the inspection and the name of the inspector.

### **30- Notice of Violation by Other Owner**

30.1- All reports of alleged violations by homeowners must be submitted in writing to the Property Manager.

30.2- All reports of alleged violations must be signed by one or more Owners.

30.3- No action will be taken on anonymous reports of violations.

30.4- All reports of alleged violations by Owners are requested to be proceeded by a good faith attempt to inform the alleged violator of the alleged violation, either by verbal means or direct written correspondence.

### **31- Notification of Violations**

31.1- Upon receipt of the written complaint, the Property Manager shall execute the following procedures:

31.1.1- A letter will be sent to the Owner advising the homeowner of the potential violation.

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31.1.2- The Owner will then have fifteen (15) days from the date of that letter to either correct the violation or request a hearing before the Board regarding the alleged violation.

31.1.3- All responses to letters of violation must be in writing.

31.2- The letter of response must be returned to the Property Manager.

31.3- If the Owner submits a letter of response within the fifteen 15 day time period, the Owner's response shall be reviewed by the Board at the next regularly scheduled Board meeting and a determination will be made as to whether or not a violation exists.

31.4- If a violation is found to exist, or if there is no response to the letter of violation, a second and final violation letter will be sent to the Owner advising the Owner of the violation noted.

31.5- The Owner will then have fifteen (15) days from the date of the violation letter to correct the violation or request a hearing before the Board.

31.6- If the violation is not corrected and there is no request for a hearing before the Board within the prescribed fifteen (15) day period, a notice will be sent to the Owner by Certified mail, Return Receipt

31.7- Requested, advising the Owner of a hearing before the Board regarding the alleged violation. The notice will contain the following information:

31.7.1- The nature of the alleged violation;

31.7.2- The time and place of the hearing which may not be less than ten (10) days from the date of the notice;

31.7.3- An invitation to attend the hearing and produce any statement, evidence, and witness on the Owner's behalf; and

31.7.4- The schedule of fines or other sanctions which could be imposed.

31.8- The Owner is requested to appear at this hearing. If the Owner does not attend the hearing, a decision will be made without the Owner's input.

### **32- Violation Hearings before the Board**

32.1- At a hearing before the Board, the following procedures will be followed:

32.1.1- Proof of the notice of hearing and the invitation to be heard will be placed in the minutes of the hearing. This requirement is waived if the Owner appears at the hearing.

32.1.2- The Owner, if present, may present information regarding the alleged violation. The Owner will be afforded a presentation time not to exceed five (5) minutes.

32.1.3- Any other parties who wish to speak at the hearing will be allowed a time period not to exceed five (5) minutes each.

32.1.4- Within fifteen (15) days after the date of the hearing, the Owner will be advised, in writing of the decision made by the Board.

32.4.5- If the decision of the Board does require corrective actions, the Owner will be advised, in writing, as to the specifics required for the corrective action and the time period allowed in which to complete the corrective action.

32.1.6- In no circumstances shall the Owner be afforded less than fifteen (15) days to complete the corrective action(s).

### **33- Uncorrected Violations**

33.1- If the Board determines that the homeowner is in violation and that the violation is not corrected by the date specified by the Board the following fine schedule will apply.

33.2- These fines will be placed as a charge against the particular Unit involved and will be subject to collection as if it were part of the annual assessment. These fines are cumulative.

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<b>Each Uncorrected Violation</b>	<b>Fine</b>
1st day beyond Board deadline	\$ 50.00
15th day beyond Board deadline	\$100.00 in addition to all previous fines
30th day beyond Board deadline	\$250.00 in addition to all previous fines
45th day beyond Board deadline	Up to \$500.00 in addition to all previous fines.

33.3- If the violation is not corrected after the 45<sup>th</sup> day, the matter may be turned over to legal counsel for the Condominium for appropriate action to attain correction of the violation.

33.4- Once a matter has been turned over to legal counsel, all further communication between the Owner and the Board will take place through legal counsel.

### 34- Recurring Violations

34.1- If an Owner corrects a violation and subsequently commits the same violation, then a recurring violation has occurred. Recurring violations that occur within a 24-month period are subject to the following fines:

<b>Each Recurrence of the Violation</b>	<b>Fine</b>
1 <sup>st</sup> recurrence of the violation	\$ 50.00
2 <sup>nd</sup> recurrence of the violation	\$100.00
3 <sup>rd</sup> recurrence of the violation	\$250.00
4 <sup>th</sup> recurrence of the violation	\$500.00
Each subsequent recurrence	Up to \$750.00

34.2- The Owner is requested to appear at this hearing; if the homeowner does not attend the hearing, a decision will be made without the homeowner's input.

34.3- The hearing before the Board will be conducted as specified above.

34.4- If the Board determines that the Owner has committed a recurring violation, then the fine for the recurring violation will be in effect. This fine will be placed as a charge against the particular Unit involved and will be subject to collection as if it were part of the annual assessment.

34.5- If the Owner fails to correct the recurring violation by the date specified by the Board, then the violation will be treated as an uncorrected violation as specified above.

### 35- Wild Animal Feeders

35.1- No feeding of wild birds or animals is allowed. Installation of bird or animal feeders or bird baths in the common or limited common areas (Balconies and patios) is prohibited.

### 36- Vehicle Noise & Emission

36.1- Vehicles that present a hazard or nuisance by operating noise or exhaust emission are prohibited.

36.2 - All vehicles shall meet the State Motor Vehicle Code and Condominium noise abatement rules.

36.3 - Unnecessary sounding of vehicle horns and playing at excessive volume of radios or other sound producing devices is prohibited.

36.4 - The screeching of tires and revving of vehicle engines is prohibited. All vehicles must have mufflers in good working condition.

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36.5- Any modification or replacement of a vehicle that increases the sound emission beyond that of the original factory equipment is prohibited.

**These Rules have been adopted in accordance with the Bylaws and Section 11-111 of the Maryland Condominium Act.**

**Appendix - Guideline on Who is Responsible for What?**

<b>Item</b>	<b>Description</b>	<b>Responsible Party</b>	<b>Architectural Review Required</b>
<b>Doors &amp; Windows</b>			
Window	Window, Latch, Screens, Storm Windows, Frame, and Flashing	Owner	Yes if not a preapproved contractor
Shutters		Owner	Yes
Door – Entry Door	Door, Frame, Threshold and Lock	Owner	Yes- Note: Paint color is restricted ** See below
Door – Sliding Glass	Door, Screens, Threshold, Frame, Lock Or Latch and Flashing	Owner	Yes – Note New flashing is required
Door – Utility Closet	Door, Frame, Threshold and Lock	Owner	Yes- Note: Paint color is restricted ** See below
<b>Walls, Ceilings &amp; Floors</b>			
Fireplaces	Fireplaces, the firebox, hearth, and that portion of the flue located within the unit	Owner	Yes
Ceilings	All lath, joists, beams, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, and any other materials constituting any part of the finished surfaces thereof	Owner	No
Floors	All finished flooring, and any other materials constituting any part of the finished surfaces thereof	Owner	Yes if changing the type of covering- Carpet to laminate, etc
Walls- Interior	All lath, furring, studs, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, and any other materials constituting any part of the finished surfaces thereof	Owner	No
Walls- Exterior	Siding, Exterior Drywall Or Plywood, House Wrap	Condominium	No
<b>Electrical</b>			
Electrical Fixtures	Interior Lights, Fans, Patio Or Deck Light	Owner	No
Electrical Wiring	Any Wires, Boxes, Outlets or serving only that unit	Owner	No
Electrical Wiring	Portion serving more than one unit or	Condominium	No



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	any portion of the common elements		
Smoke or CO alarms	Alarms and Wiring	Owner	No
Telephone	Any Wires, Boxes, Outlets or serving only that unit	Owner	No
Telephone	Portion serving more than one unit or any portion of the common elements	Condominium	No
Cable TV	Any Wires, Boxes, Outlets or serving only that unit	Owner	No
Cable TV	Portion serving more than one unit or any portion of the common elements	Condominium	No
<b>Plumbing</b>			
Water Pipes	Any portion thereof serving only that unit	Owner	No
Water Pipes	Portion serving more than one unit or any portion of the common elements	Condominium	No
Sprinkler Pipes	Any portion thereof serving only that unit	Owner	Yes
Sprinkler Pipes	Portion serving more than one unit or any portion of the common elements	Condominium	No
Sprinkler Heads	*Condominium has agreed to one time replacement of the heads if they leak	Owner*	Yes
Permanent fixtures	Cabinets, Sinks, Tubs, Faucets, Toilets, Drains, Shower Heads	Owner	No
<b>Interior Elements</b>			
HVAC Units	In Unit and roof Compressor	Owners	No
Water Heaters	See Water heater requirements in rules	Owners	Yes if not using a preapproved contractor
Dryer Duct & Vent		Owner	No
Condensate line	Form unit to main line	Owner	No
Appliances	Oven, Microwave, Dryer, Washer, Dishwasher	Owner	No
<b>Building Elements</b>			
Exterior Walls	Trim, Siding, House Wrap and Plywood or Sheetrock	Condominium	No
Deck Boards	Deck Boards, Joists and Beams	Owner	Yes
Patios	Concrete Slab	Owner	Yes
Deck Support Columns		Condominium	No
Roof	Pitched and Flat	Condominium	No
Downspouts		Condominium	No
Gutters		Condominium	No
Skylights	Skylight and Flashing	Owner	Yes
Breezeways	Hallways, Stairs, Stairways, Lights, Emergency Lights.	Condominium	No
<b>Grounds</b>			
Parking Lot	Driveways, Parking Spaces, Curbs, Gutters	Condominium	No
Sidewalks & Paths	Sidewalks, Pathways And Bridges	Condominium	No

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Landscaping	Lawn and Garden Areas, Trees, Shrubbery, Recreational Areas	Condominium	No
Storm drainage	Storm drains and retention pond	Condominium	No

**This chart is a guide to the bylaws, declaration and rules it does not supersede any of these documents**

**\*\*Door Paint Colors**

Vanderbilt Circle Units	Diamond Cove Terrace Units
<b>Hearthstone (Gray)</b> <ul style="list-style-type: none"> <li>• McCormick Paints 216 Hearthstone</li> <li>• Duron 996</li> <li>• Sherwin Williams 2848</li> <li>• Hex Color #6d6b65</li> </ul>	<b>Kentucky Green (Green)</b> <ul style="list-style-type: none"> <li>• McCormick Paints 482 Kentucky Green</li> <li>• Duron 482-M</li> <li>• Sherwin Williams 6461</li> <li>• Hex Color #3b5743</li> </ul>