

**HABITAT 1, SECTION A CONDOMINIUM
A MARYLAND HORIZONTAL PROPERTY REGIME**

POLICY RESOLUTION NO.

RULES AND REGULATIONS

WHEREAS, Section 11 of the Master Deed of Habitat I, Section A, A Maryland Horizontal Property Regime (“the Master Deed”) recorded among the Land Records of Anne Arundel County in Book 2598, pages 244 *et seq.* provides that each unit owner or occupant of Habitat I, Section A, A Maryland Horizontal Property Regime (“the Condominium”) shall comply with provisions of the Master Deed, the Condominium’s By-Laws, its rules and regulations of the Council of Co-Owners or its representatives, and any other documents, amendments or supplements to the foregoing which may be required by any governmental authority, as may be lawfully amended from time to time; and

WHEREAS, Article III - Board of Directors, Section 1, of the Condominium’s By-Law (“the By-Laws”) provides that the Condominium’s Board of Directors shall have all powers granted to it by law and may do all such acts and things as are not by law or by the By-Laws directed to be done and exercised by the members; and

WHEREAS, Article III - Board of Directors, Section 8 of the By-Laws expressly provides that the Board of Directors has the power to make reasonable rules and regulations with respect to the common elements, to preserve, protect and enhance the same, to make and enforce reasonable rules for the use of the common elements and the conduct, dress, manner and deportment of the members, including rules as may be necessary for the health, safety and welfare of the users thereof; and

WHEREAS, the policies and procedures as herein set forth are intended to be in furtherance of, and not in derogation of the provisions of the Recorded Covenants as defined in the Master Deed and Bylaws; and

WHEREAS, the Board of Directors recognizes that it is appropriate and desirable to establish an orderly set of rules and regulations and enforce procedures regarding use of the common elements and conduct of users thereof;

NOW, THEREFORE, BE IT RESOLVED THAT the Board of Directors after following the procedures provided in Section 11-111 of the Maryland Condominium Act (“the Act”), adopts the following Board Policy Resolution NO. ____ entitled Rules and Regulations:

I. GENERAL

- A. These Rules and Regulations have been established in the best interests of the Condominium as a whole and shall be applied and enforced by the Board of Directors in a manner not intended or implied to be arbitrary or capricious.
- B. The provisions of the Master Deed and the By-Laws of Habitat I, Section A Condominium and this Resolution shall be applicable to every unit owner, and the owner's family members, tenants, occupants, servants, employees, agents, visitors, guest, invitees, and licensees.
- C. A unit owner may be held jointly and severally responsible for actions of the owner's family members, tenants, occupants, servants, agents, visitors, guests, invitees, and licensees, and may be held jointly or severally liable in any violation enforcement proceedings.

II. MAINTENANCE AND REPAIR

- A. Unit owners must perform promptly all maintenance and repair work within their respective units, which if omitted would affect the property in its entirety or in a part belonging to other owners, being expressly responsible for the damages and liabilities that failure to do so may engender.
- B. All repairs and maintenance of internal installation of the unit such as water, light, gas, power, sewage, telephones, air conditioners, sanitary installations, doors, windows, garage doors, lamps, and all other accessories belonging to the unit area shall be at the unit owners expense.
- C. Unit owners shall be responsible for any damage to and/or the costs to replace doors, garage doors and windows that are damaged due to failure to repair and/or maintain or through the negligence of the unit owners, the owners' family members, tenants, occupants, servants, employees, agents, visitors, guest, invitees.
- D. A unit owner shall reimburse the Condominium for any expenditure incurred in repairing or replacing any common area and facility damaged through his fault or negligence.

III. NUISANCES

- A. At no time shall any unit owner, the owner's family members, tenants, occupants, servants, employees, agents, visitors, guest, invitees, and licensees use any object or thing which creates noise, smoke, odor, soot or vibrations in such a manner as to disturb any other resident or lawful user of the common elements nor shall they have any signs, flags, banners, pennants, flashing lights, wires, clothes or any other unsightly object beyond the exterior walls of any unit so that they are in any way visible from the outside. American Flags and other patriotic type flags displayed on appropriate occasions and lights of a steady or flashing nature during the year-end holiday season from the last weekend of November through the 2nd weekend of January each year are permitted.
- B. At no time shall the use of an amplified musical instrument, stereos, radios, televisions, machine, tool or other noisemaking device be loud enough to be heard outside the resident's own unit or through the walls of that unit that would unreasonably disturb other residents.

C. Vehicles, such as motorcycles, are not to be operated in such a way as to create excessive noise.

D. At no time shall any unit owner, the owner's family members, tenants, occupants, servants, employees, agents, visitors, guest, invitees, and licensees make any noise or use their unit of any portion of the common elements in a manner that would unreasonably disturb other residents in or outside of their units. Current County law prohibits the use of a musical instrument, machine, tool or other similar device at an unreasonable volume **between the hours of 11:00 p.m. and 7:00 a.m.**

IV. ARCHITECTURAL CONTROL AND EXTERIOR MAINTENANCE

A. There shall be no structural addition, alteration or improvement to the ~~interior~~ of exterior of the units, including exterior painting or exterior alteration or addition without the prior written consent of the Board of Directors. To obtain written consent from the Board of Directors for any addition, alteration, improvement or change a Habitat I Section A Architectural Review Form with a plan and specifications must be submitted to the Condominium's Management Agent. The Board of Directors shall have the obligation to answer in writing any written request by a unit owner within sixty (60) days after receipt. Any addition, alteration, improvement or change approved by the Board will become the responsibility of the unit owner. If the addition, alteration or improvement is approved, the work and maintenance is the responsibility of the unit owner or the resident (unit owner or tenant. Any governmental permits required for the addition, alteration, improvement or change require the approval and signoff of the Board of Directors.

B. Pursuant to the Association by-laws, no antennas, satellite dishes, clotheslines, fences or other items shall be affixed to the exterior of a unit or common area. (See X. Satellite Dishes and Antennas)

C. All fences and decks are subject to architectural controls as outlined above. A unit's property within fence lines, which are limited common elements, shall be maintained and kept in good appearance so as not to affect the community and property values.

D. The removal of any tree or shrubs requires the permission of the Board of Directors under the same requirement as Architectural Control as outlined above.

E. No bicycles, scooters, baby carriages or similar vehicles or toys or other personal articles shall be allowed to stand in any of the common areas or driveways. All such personal items shall be stored within the confines of the unit or garage. Storage of such items outside the confines of the unit or garage or on decks is prohibited and cannot create a safety hazard or nuisance to others.

F. All residents are responsible for the appearance of the Condominium and particularly the common areas and elements. All violations of the rules and regulations shall be reported to the Condominium's Property Manager.

I. Unit owners are liable for any violations by their tenants, licensees, invitees, agents, etc. and subject to possible fines for violations for any damages arising out of violations.

V. RIGHT OF ENTRY

Every owner does hereby grant the right of entry to the management agent or to any other person authorized by the Board in case of any emergency originating in/or threatening said unit, whether the owner is present at the time or not.

VI. SIGNS

No sign, notice, advertisement or device of any kind shall be placed upon any of the common elements, except those specifically approved by the Board in writing and the Board shall have the power to remove any such sign or device and to charge to the person(s) or unit owner causing the erection of same. Additionally, no holes to be created for installation of posts for signs or billboards. Temporary "For Sale" of unit signs may be installed on owner's own fence or balcony(ies), inside unit's window, and directly in front of the unit on weekends, upon pre-approval from property manager.

VII. PETS

- A. Pets must remain in the unit and not be allowed to roam at large beyond the confines of its owner's unit. Any pets outside of any unit must be carried or on a leash and at no time shall it create a nuisance of any kind and in any event the unit owner shall be responsible for any damage or liability occasioned by any pet belonging to a unit owner, the owner's family members, tenants, occupants, servants, employees, agents, visitors, guest, invitees, and licensees.
- B. No livestock, poultry, farm animals (including pot-belly pigs), nor or other dangerous or exotic animals are permitted to be kept or maintained.
- C. No animal shall be permitted to be kept, bred, or maintained for commercial purposes or for breeding.
- D. Any person who keeps or maintains any pet upon any portion of the Condominium shall be deemed to have indemnified the Condominium and agreed to hold the Condominium free and harmless from any loss, claim, or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the Condominium.
- E. At no time shall a pet be leashed, chained, or otherwise left attached to a unit or common element in such a way that the animal is free to roam the common elements.
- F. All pet owners must clean up after their pets immediately. Pet owners are not permitted to leave any pet waste in the units or on any common element.
- G. No animal and/or pet of any type or sort whose normal activities or existence are in any way noxious, dangerous, unsightly, odoriferous, noisy, unpleasant, or of a nature as may diminish or destroy the enjoyment of other property in the Condominium by the owners thereof is NOT permitted within the Condominium.

H. Animals and/or pets of any type or sort are subject to all State and Local laws and regulations with regard to health, maintenance, safety, noise and nuisance.

I. The Board of Directors shall have the right to order any person whose animal and/or pet is deemed a nuisance by the Board of Directors to remove such animal and/or pet from the Condominium.

VIII. EXCLUSIVE EASEMENT AREAS, NAMELY, GARAGES AND FENCED ENCLOSURES

A. Unit owners must keep their garages clean and free of obstructions.

B. Unit owners, the owners' family members, tenants, occupants, servants, employees, agents, visitors, guest, invitees, and licensees shall not tap into or connect to the electrical source provided by the Condominium for garage light and driveway lighting in each building. This electrical source is provided for common element lighting only and shall not be used for any other purposes. Installation and/or connection of personal electrical appliances in the garages is not permitted.

C. Unit owners, the owners' family members, tenants, occupants, servants, employees, agents, visitors, guest, invitees, and licensees shall not operate a commercial business from the garages or on any Condominium property. Unit owners, the owners' family members, tenants, occupants, servants, employees, agents, visitors, guest, invitees, and licensees shall not use garages for any commercial purposes or commercial storage.

D. Unit owners, the owners' family members, tenants, occupants, servants, employees, agents, visitors, guest, invitees, and licensees shall not use the garages as living area.

E. All items and equipment stored in garages must be done so in compliance with Federal, State and Local health, safety and environmental laws.

F. Unit owners are liable for any violations of the above by their family members, tenants, occupants, servants, employees, agents, visitors, guest, invitees, and licensees. Unit owners in violation are subject to fines as well as damages determined to be the direct result of the violation.

IX. WATER PIPES

A. To prevent water pipes from freezing during cold weather, each unit owner is required to do the following;

1. Units must have a working heat source. The temperature in the unit should never fall below 50 degrees.
2. All water pipes must be insulated.
3. All pipes must have be wrapped with heat sensor tape.

B. If a pipe bursts in a unit and the above requirements have not been met, the unit owner will be considered negligent. If the unit owner is negligent they will be responsible for the damage resulting from the break.

C. Each unit owner is responsible for locating and having access to the water shutoff for their unit.

X. SATELLITE DISHES AND ANTENNAS

A. Pursuant to the Association by-laws, no antennas, or satellite dishes shall be affixed to the exterior structure or roofs of the Condominium buildings or anywhere else on the common elements of the Condominium. Any cables associated with the satellite dish or antenna must be concealed and shall not extend across common areas including the sides of the buildings or across roofs. Unit owners shall be responsible for the proper installation of any satellite dish or antenna and any damage caused by the installer or the improper installation of any satellite dish or antenna. Any installation of a satellite dish or antenna approved by the Board shall be appurtenant to that respective unit and shall be the permanent repair, maintenance and replacement responsibility of the respective unit owner.

1. No dishes are allowed on our common area roofs. Dishes that are currently on the roofs shall be removed and relocated by the owner of the dish. All existing dishes shall be removed, and if not already done so by the owner, will be removed at the time that we have scheduled for the new roof installations. All current and future dish installations are to be installed on the (1) fence of said unit, (2) on the deck/balcony of said unit.

2. There shall be no installation of a satellite dish or antenna without the prior written consent of the Board of Directors. To obtain written consent from the Board of Directors for any installation of a satellite dish or antenna, a Habitat I Section A Architectural Review Form with a plan and specifications must be submitted to the Condominium's Management Agent. The Board of Directors shall have the obligation to answer in writing any written request by a unit owner within sixty (60) days after receipt.

3. Installation and placement of satellite dishes must conform to FCC Regulations (<http://www.fcc.gov/mb/facts/otard.html>) that apply to multiple dwelling unit buildings.

4. Any satellite dish must be 1 meter (39.37 inches) or less in diameter and may be attached to the unit's fence or deck/balcony. Satellites dishes and other television and radio antennas.

B. Unit owners are liable for any violations by their tenants, licensees, invitees, agents, etc. and subject to possible fines for violations for any damages arising out of violations.

XI. GARBAGE

- A. Garbage collection days are assigned by Anne Arundel County. It is the resident's responsibility to assure that garbage and recycle cans and/or bins are not set outside the confines of the unit prior to 7:00 p.m. on the night before garbage and recycle collection and are retrieved prior to 7:00 p.m. on respective collection days. All garbage and recycle cans and/or bins must be stored within the confines of the unit and out of sight.
- B. Residents are responsible to pick up any garbage or recycle containers left behind after collection and are responsible to only set out items that qualify for garbage and recycle collection.
- C. Residents are responsible for any garbage and/or recycle items set out for collection that do not qualify for regular garbage or recycle collection. Anne Arundel County provides a large item bulk collection service (Anne Arundel County Bulk Item Collection 410-222-6100) for any garbage or recycle items that do not qualify for regular collection. Residents are responsible for arranging bulk item collection for any garbage or recycle items that do not qualify for regular collection. Items for bulk collection shall not be set outside the confines of the unit by residents prior to 7:00 p.m. on the night before collection. If any garbage or recycle items are left outside the confines of the unit by a unit owner, the owner's family members, tenants, occupants, servants, employees, agents, visitors, guest, invitees, and licensees, the unit owner responsible will be subject to fines and will be liable for the cost of removal incurred by the Condominium.

XII. WATER AND SEWAGE USE AND HAZARDOUS MATERIALS

- A. Since water and sewer use is covered by monthly Condominium assessment fees, which is a common use expense to all unit owners, they should not be abused. All unit owners shall maintain the plumbing, appliance and fixtures in their unit, so that they function to their specified rating.
- B. No hazardous materials or pollutants, including oil and antifreeze, are to be disposed of in the interior drains or exterior drains, sewers, storm water drains, or gutters or spilled on Condominium property, including driveways.
- C. Hazardous or flammable materials such as gasoline, kerosene, naphtha or benzene, or other explosives or articles deemed hazardous to life. Limb or property may not be brought into the confines of the units or onto Condominium property.
- D. Unit owners are liable for violations within their units, including tenants, licensees, invitees and agents. This may include fines as well as the cost of any reasonable excess costs incurred by the Association, damaged incurred including property damage and the cost of cleanup or fine imposed on the Association by federal, state and local government agencies.

XIII. MISCELLANEOUS

- A. Complaints regarding the management of the Condominium or regarding actions of other unit owners shall be made in writing to the Managing Agent.
- B. Sheets, blankets, or other similar linens shall not be permitted to hang in windows. Only drapes, curtains, window shades, or other similar items constructed and sold for the purpose of window coverings are permitted.
- C. Debris from tobacco products shall not be deposited in the building entry, sidewalks, gardens, curbs, or parking areas.
- D. No noxious or offensive or unlawful trade or activity shall be carried on within any unit nor shall anything be done therein or thereon that may be or become an annoyance to the neighborhood or the other residents. No nuisances shall be permitted within the Condominium, nor shall any use or practice be permitted that is or becomes a source of annoyance to the residents or that interferes with the peaceful use and possession thereof by the residents. By way of example and not limitation, examples of nuisances include loud music or noise; loud and/or frequent late night parties; use of electrical equipment that interferes with normal television or radio reception.
- E. Nothing shall be done or maintained in a unit or upon any common elements that will increase the rate of insurance for the Condominium or result in the cancellation thereof, without the prior written approval of the Board of Directors. No waste shall be committed upon any common element.
- F. No structure of a temporary character, trailer, tent, shack, barn or other outbuilding shall be maintained upon any common element at any time. Outdoor clothes dryers or clothes lines shall not be maintained upon any common element at any time. No clothing, laundry or the like shall be hung from any portion of any unit or upon any of the common elements or from or upon any balcony or patio.
- G. At no time shall any land within the Condominium be stripped of its topsoil, trees, or allowed to go to waste or waste away by being neglected, excavated, or having refuse or trash thrown or dropped or dumped upon it. No lumber, brick, stone, cinderblock, concrete block or other materials used for building purposes shall be stored upon any land within the Condominium more than a reasonable time for the construction for which such material is to be used

XIV. FINES

- A. In addition to other remedies available, violations of the provisions of the Master Deed, By-Laws, and the Rules and Regulations, shall be subject to a fine of up to \$100 for each violation.
- B. Fines shall be levied by the Board of Directors in accordance with applicable federal, state and local laws, as well as the Founding Documents as outlined below.

Stage 1: The Board of Directors shall cause a written demand notifying of alleged violation to be served upon the alleged violator specifying:

- a. The alleged violation;
- b. The action required to abate the violation; and
- c. That the alleged violator has not less than ten (10) days during which the violation may be abated without further sanction, if the violation is a continuing one, or a statement that any further violation of the same rule may result in the imposition of sanction after notice and hearing if the violation is not continuing.

Stage 2: Within 12 months of the demand, if the violation continues past the period allowed in the 1st violation notice, or the same rule is violated, the Board of Directors shall cause a written demand to cease and desist from the alleged violation to be served upon the alleged violator. This letter will follow the same guidelines as Stage 1.

Stage 3: Within 12 months of the demand, if the violation continues past the period allowed in the demand for the abatement without penalty, or if the same rule is violated subsequently, the Board shall cause a written notice of a hearing to be held by the Board of Directors in session to be served upon the alleged violator specifying:

- a. The nature of the alleged violation;
- b. The time and place of the hearing, which time shall not be less than ten (10) days from the giving of the notice;
- c. An invitation to attend the hearing and produce any statement, evidence and witnesses on his or her behalf; and
- d. The proposed sanction to be imposed.

Stage 4: A hearing shall be held in executive session at which time:

- a. The alleged violator has the right to present evidence and present cross-examine witnesses;
- b. The alleged violator shall be afforded a reasonable opportunity to be heard;
- c. Proof of notice and the invitation to be heard shall be placed in the minutes of the meeting; and
- d. A written statement of the results of the hearing and the sanction imposed shall be contained as part of the meeting minutes.
- e. If the alleged violator fails to attend the hearing, the Board of Directors shall mail notice of its decision to such alleged violator within fifteen (15) days after the hearing.

C. All fines shall be payable within fifteen (15) days of imposition and may become a lien upon the owner's unit as permitted by law and the Founding Documents. The 1st fine for any offense shall be up to \$100. If the violation continues, an additional \$25 will be assessed per week until the violation ceases.

XV. STATEMENT OF COMPLIANCE AND ADOPTION

The foregoing Habitat I, Section A, A Maryland Horizontal Property Regime Board Policy Resolution No. ____ - General Rules and Regulations, was duly adopted in accordance with any and all Federal, State and Locals laws and ordinances and in accordance with any and all requirements of the recorded MASTER Deed and By-laws and Section 11-111 of the Maryland Condominium Act, and is further APPROVED BY A MAJORITY OF THE BOARD OF DIRECTORS THIS ____ DAY OF _____, 2009:

ATTEST:

President

Secretary