

Laurel
woods

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 a continuing one.

(b) **Notice.** Within twelve (12) months of such demand, if the violation continues past the period allowed in the demand for abatement without penalty, or if the same rule is subsequently violated, the Board shall serve the alleged violator with written notice of a hearing to be held by the Board. The notice shall contain: (1) the nature of the alleged violation; (2) the time and place of the hearing, which time shall be not less than ten (10) days from the giving of the notice; (3) an invitation to attend the hearing and produce any statement, evidence, and witnesses on his or her behalf; and (4) the proposed sanction to be imposed.

(c) **Hearing.** At the hearing, the alleged violator has the right to present evidence and present and cross-examine witnesses. The hearing shall be held in executive session and shall afford the alleged violator a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of notice and the invitation to be heard shall be placed in the minutes of the hearing. This proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the person who delivered such notice. The notice requirements shall be deemed satisfied if the alleged violator appears at the hearing. The minutes of the hearing shall contain a written statement of the results of the hearing and the sanction, if any, imposed. A decision pursuant to these procedures shall be appealable to the Courts of Maryland.

(d) **Owner's Failure to Comply.** If any Unit Owner fails to comply with the Act, the Declaration, the Bylaws or a decision rendered pursuant to this Section, the Unit Owner may be sued for damages caused by the failure or for injunctive relief, or both, by the Council of Unit Owners or by any other Unit Owner. The prevailing party in any such proceeding is entitled to an award for legal fees and costs as determined by the court.

(e) **Effect of Failure to Enforce Provision.** The failure of the Council of Unit Owners to enforce a provision of the Act, the Declaration, these Bylaws, or the rules and regulations on any occasion is not a waiver of the right to enforce any provision on any other occasion.

Section 3. Restriction on Use of Units; Rules and Regulations. In addition to the restrictions on use contained in Article VIII of the Declaration, each Unit and the Common Elements shall be occupied and used as indicated in the Rules and Regulations promulgated by the Board, and as follows:

(a) Nuisances shall not be permitted on Condominium property or within any Unit, nor shall any use or practice be permitted which is or becomes a source of annoyance to the Unit Owners.

(b) Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance for the Property without the prior written consent of the Board. No Unit Owner shall permit anything to be done or kept in the Owner's Unit or on the Common Elements which will result in the cancellation of insurance on the Property, or any part thereof, or which would be in violation of any law, regulation or administrative ruling. No waste shall be committed on the Common Elements.

(c) No immoral, improper, offensive or unlawful use shall be made of the Condominium Property, or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental agencies having jurisdiction thereof shall be observed. All laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction over any portion of the Property shall be complied with, by and at the sole expense of the Unit Owner or the Council of Unit Owners whichever shall have the obligation to maintain or repair such portion of the Condominium, and if the latter, then the cost of such compliance shall be a Common Expense.

(d) No Unit Owner shall obstruct any of the Common Elements nor shall any Unit Owner place or cause or permit anything to be placed on or in any of the Common Elements (except parking spaces) without the approval of the Board. Nothing shall be altered or constructed in or removed from the Common Elements except upon the prior written consent of the Board or a designated committee, as appropriate.

(e) The Common Elements shall be used only for the furnishing of the services and facilities for which the same are reasonably suited and which are incident to the use and occupancy of the Units.

(f) Nothing shall be done in any Unit or in, on, or to the Common Elements which will impair the structural integrity of the Condominium's Property or which would structurally change any buildings or improvements thereon.

(g) No Unit Owner shall lease a Unit other than on a written lease. The Board may, in its discretion, prepare, approve and require a uniform lease form or uniform lease addendum for use by Unit Owners, which required form(s) can be supplemented by provisions desired by the Owner which are not in contradiction with the Declaration, these Bylaws, the rules and regulations or law or public policy. The lease form or lease addendum form may include the following provisions:

- (1) that the right of the tenant to use and occupy the

Condominium Unit shall be subject to and subordinate in all respects to the provisions of the Declaration, these Bylaws, and the rules and regulations;

(2) that the Unit Owner shall provide the tenant with copies of the Declaration, these Bylaws and the rules and regulations;

(3) that the tenant's breach of the Declaration, these Bylaws, or the rules and regulations shall constitute a breach of the lease;

(4) that the Unit Owner's failure to require his or her tenant's compliance with the Declaration, these Bylaws, or the rules and regulations or any other applicable laws and ordinances, shall result in the Council of Unit Owners, at the Owner's expense, enforcing the provisions of these documents against the tenant, such enforcement including but not limited to, evicting the tenant;

(5) that the Unit Owner's failure to pay the annual assessment, or any special or other assessment, or any installment thereof, levied against his or her Unit may result in the Council of Unit Owners collecting the assessment directly from the tenant and the tenant deducting the assessment from the rental payment owed to the Unit Owner pursuant to the lease terms.

A copy of the lease and the lease addendum shall be forwarded to the Board not more than ten (10) days after the lease and addendum are executed. The foregoing provisions of this Section shall not apply to a mortgagee in possession of a Unit as a result of a foreclosure or other judicial sale or as a result of a proceeding in lieu of foreclosure.

(h) No trailers, campers, recreational vehicles, boat trailers, boats or other large vehicles may be parked within the Condominium.

(i) The maintenance, keeping, boarding or raising of pets shall be subject to the Declaration and to the rules and regulations enacted by the Board. The maintenance, keeping, boarding or raising of animals, livestock, poultry or reptiles of any kind, regardless of number, is prohibited within any Unit or upon the Common Elements. Pets are not to be kept or maintained for commercial purposes or for breeding. Any pet causing or creating a nuisance or unreasonable disturbance or noise may be permanently removed from the Property pursuant to, and in accordance with, the dispute resolution procedures set out herein and in the Act. Pets shall not be permitted upon the Common Elements except in areas designated by the Board of Directors. All pets shall be accompanied by an adult and are to be carried or leashed. A Unit Owner or his or her tenant who keeps or maintains any pet upon any portion of the property shall be deemed to have

indemnified 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 property. All pets shall be properly registered with Harford County and any other appropriate agency. The Board of Directors may establish reasonable fees for registration of pets.

(j) No signs of any character shall be erected, posted or displayed upon, in, from, or about any Unit or the Common Elements.

(k) Each Unit and the Common Elements shall be occupied and used in compliance with the rules and regulations, which may be promulgated and amended by the Board in accordance with the provisions of Section 11-111 of the Act. All rules and regulations shall be consistent with the Act, the Declaration and these Bylaws.

(l) No electrical or telephone wire, television or communication antenna, air conditioning unit, or other machine, device or permanent improvement shall be installed upon the exterior of any Unit or Common Elements except in accordance with the Declaration.

(m) Patios and decks must be kept in an orderly condition so as not to detract from the neat appearance of the community. No motorcycles may be parked on patios. If an Owner fails to keep his or her patio or deck in an orderly condition, as determined by the Board of Directors in its sole discretion, in accordance with the procedures outlined in these Bylaws, the Board of Directors shall have the right to enter upon the patio or deck and remove the objectionable items so as to restore its orderly appearance. This right of access shall not limit the Council of Owner's right to fine or to proceed with legal action against the violating Owner. All costs incurred in enforcing this provision shall be the Unit Owner's responsibility and shall constitute a continuing lien upon the Unit.

Section 4. Family Day Care.

(a) Family Day Care Homes shall be considered a commercial activity and shall not be permitted within the Condominium.

(b) In accordance with the Act, the approval of a simple majority of the total Percentage Interest of the Council of Unit Owners voting by person or by proxy at any annual or special meeting of the Owners shall be required to enact a provision allowing Family Day Care Homes within the Condominium, and said provision shall constitute an amendment to the Declaration and these Bylaws. If enacted, the provision may be eliminated and Family Day Care Homes may once again be disapproved by a simple majority vote of the total Percentage Interest of the Council of Owners voting in person or by proxy at any annual or special meeting of the Owners.

Proposed Rule: "DRYER VENT CLEANING RULE"

Subject rule is proposed under Laurel Condominium By-Laws Article VIII Section 1 paragraph (a) 1,2,3,4 and paragraph (b) 1,2, for the cleaning of dryer vents within the units of the Laurel Condominiums located at Laurel Woods Drive Abingdon MD 21009.

Date of notice posting: Saturday November 23, 2013

Rule to go into effect: Sunday January 1, 2014

A notice will be posted on each buildings community bulletin board, listing when the scheduling of the vent cleaning will be taking place. Just like last time, we will work with each unit owner in getting this scheduled. We have a listing of units that have had this done in the past years dated 2010-2012, and the company (Ductz) who has performed the work. We would like to continue to use Ductz as our dryer vent cleaning vendor. They have quoted us an approximate cost of \$85.00 for each unit. If you feel this cost is too much and you would like to use another vendor, please feel free to do so. All we (The Board) ask is that you show proof of compliance that it has been done so that we can maintain accurate records. Our goal is to have all dryer vents cleaned by no later than September 1, 2014. Sooner if we can. As proposed, ALL units need to be done in accordance with our Insurance Company's recommendation.

"DRYER VENT CLEANING RULE"

All Dryer vents located in the Condominium complex located at Laurel Woods Drive shall be maintained in good working order. This being said, all dryer vents shall be cleaned at a minimum of 2-year intervals with proof of cleaning furnished to the board. Proof of compliance shall be a paid bill from subject dryer cleaning service signed by an authorized technician. Subject bill shall be furnished to the board within 30 days of the cleaning of the vents. The Board of Directors will keep a listing of all units and the date of service so that all future cleaning can be scheduled on a timely basis.

This rule is proposed and recommended by Greater New York Insurance Co. due to the potential of a fire hazard within the complex and for the safety of the homeowners.

Proposed Rule: "THE ANIMAL/PET RULE"

Subject rule is proposed under Laurel Condominium By-Laws Article VIII Section 1 paragraph (a) 1,2,3,4 and paragraph (b) 1,2, for the care and maintaining of pets within the units of the Laurel Condominiums located at Laurel Woods Drive Abingdon MD 21009.

Date of notice posting: Saturday November 23, 2013

Rule to go into effect: Sunday January 1, 2014

Although this rule is already in effect, this notice must be posted and once passed by all unit owners, this will need to be placed in your By-Laws booklet under the section "RULES AND REGULATIONS"

"THE ANIMAL/PET RULE"

All pets located in the Condominium complex located at Laurel Woods Drive shall not exceed a weight of 20 lbs. If the weight of the pet is in question a certified weigh in from a licensed vet is needed. This being said, if the pet is slightly over 20 lbs., the board will decide on the admittance of the pet. The board's decision on all pet issues will be final. All pets currently residing with tenants as of this posting on Saturday November 23, 2013 will be grandfathered in.

No dog will be admitted that has a history of being aggressive.

Exotic pets will not be allowed. (i.e. snakes, lizards, ferrets etc).

If any incident happens with the owners pet, the owner will be responsible for all damages. All dogs shall be leashed in accordance with Harford County Ordinances.

This rule is proposed due to the admittance of dogs well over the 20 lb. maximum that may be a nuisance to the homeowners in the community, and for the safety of homeowners within the complex.

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RESERVE FUND STUDY THE LAURELS CONDOMINIUM

307-315 LAUREL WOODS DRIVE ABINGDON,
MD 21009

Prepared for:

THE LAURELS CONDOMINIUM ASSOCIATION

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Submitted:

January 10, 2017



vi.

1 Introduction

(the Association) authorized Criterium-Harbor Engineers to conduct a Building Evaluation and Reserve Fund Study for The Laurels Condominium, located in Abingdon, MD. Studies of this nature are important to ensure that a community has sufficient funds for long-term capital expenditure requirements. Anticipating large expenditures over an extended period of time through a structured analysis and scheduling process assists the Association in meeting financial requirements without increasing the service fees above permitted maximums, borrowing the funds, or levying special financial assessments to the owners.

Typically, a community association has two broad cash requirements: the general operating reserves and the capital repair and replacement reserves. In this report, we will focus on those items falling under the capital repair and replacement reserve criteria. We have projected a capital repair and replacement reserve for thirty (30) years. The first ten years are the most reliable. Such a study should be updated every three to five years.

This report is structured to analyze components of the community for which the Association is responsible and to assess an expected useful life and remaining useful life to those components. The anticipated scheduled repair or replacement of each component and the anticipated expense for each activity are then analyzed in conjunction with the current capital reserves funding program for the community. Funding program recommendations are made with the objective of limiting substantial cash excesses while minimizing financial burdens that can result from significant cash inadequacies.

This report is intended to be used as a tool to determine reserve fund allocation requirements for the community, to manage future Association obligations, and to inform the community of future financial needs in general.

The report that follows has been prepared from the perspective of what an owner of this property would benefit from knowing. Some items, beyond those of immediate concern, may be discussed. Therefore, the report should be read in its entirety in order to fully understand all of the information that has been obtained.

2 Executive Summary

The Laurels Condominium has five, two-story buildings with 40 residential units. Surface parking is provided along a privately maintained roadway. There are no common amenities. The community is approximately 24 years old.

The Association is generally responsible for the repair and replacement of the building exterior finishes (excluding the windows and doors), the community roadway and site features. The individual unit owners are responsible for the windows and doors and all other components associated with their respective units.

We consider the buildings and grounds to be in average condition when compared to others of similar age and construction type. There are a few current deficiencies however, and of course various components will require

repair and replacement over the years. This work should be planned and prioritized in conjunction with the following analysis.

Based on our evaluation, the current level of reserve funding for this community is inadequate and significant increases will be required in the coming years in order to fund major upcoming capital expenses. A more detailed analysis of the reserve fund has been provided in the Reserve Fund Analysis section of this report with corresponding tables available in the Appendix.

For your convenience, we have prepared the following summary of the condition of the major systems of the property. For a detailed discussion of all of our findings of this study, refer to the appropriate sections of this report.

PROPERTY SUMMARY			
SYSTEM	COND.	GENERAL COMMENTS	PRIORITY
Site			
Asphalt Pavements	G-F	Current repairs / patching and seal coating Eventual resurfacing prolonged w/patching	Current 10 yrs
Building Exterior			
Exterior Finishes	G	Minor current and periodic re-pointing	Periodic
Roof Surfaces	G	Replace roof surfaces	10-15 yrs
Wood Decks	G	Eventual replacement	15-20 yrs
Building Interior			
Corridors/Stairways	G	Replace carpets	0-5 yrs
Mechanical			

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Security	G	Replace intercom systems	0-5 yrs
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3 Purpose & Scope

Purpose

The purpose of this study is to perform a reserve fund analysis and to determine a capital needs plan. It is intended to be used as a tool for the Association in determining the allocation requirements into the reserve fund in order to meet future anticipated capital expenditures for the community.

This report forecasts obligations for the community thirty years into the future. It should be noted that events might occur that could have an effect on the underlying component or system useful life assumptions used in this study. Likewise, inevitable