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WOODS X125

(b) No Rules or Regulation of the Council shall be interpreted or enforced in such a way as to make unavailable or deny a dwelling to any person, or to discriminate against any such person in the provision of services or facilities in connection with the sale or rental of a Unit to such person, because of familial status of such person, as the term "familial status" is defined under the Federal Fair Housing Act.

7.6. Right of Entry.

7.6.1. The Council, acting through the Board of Directors, its officers, or any manager or management company of the Condominium, and their duly authorized representatives, agents and/or employees, may enter any Unit whenever such entry is reasonably necessary in order (a) to install, inspect, maintain, repair or replace any of the Common Elements to which access can reasonably be obtained only through such entry, or (b) to maintain, repair or replace any portion of such Unit if such maintenance, repair or replacement is the responsibility of the Council or is necessary to prevent injury or damage to any other Unit or to the Common Elements.

7.6.2. Unless an emergency due to the risk of personal injury or property damage, such right of entry shall be exercised only (a) during the hours of 8:00 A.M. to 5:00 P.M., and (b) after the Board of Directors, any such officer or such manager, as the case may be, has endeavored to give the Unit Owner of such Unit at least twenty-four (24) hours notice in writing or by telephone of the intention to exercise such right, and (c) such Unit Owner or his authorized representative shall have the right to be present; provided, that such conditions need be satisfied only to the extent that such satisfaction is reasonably possible without so jeopardizing the Condominium or the occupants.

7.6.3. The Declarant, acting through, its officers, duly authorized representatives, agents, employees, or assigns may enter any Unit or the Common Elements whenever such entry is reasonably necessary in order (a) to install, maintain, repair or replace any portion of the Condominium including the Units in conjunction with the construction of the Condominium or any warranty work required or other work that is the responsibility of the Declarant upon reasonable notice to the Council and/or Unit Owner.

7.7. Use of Condominium.

7.7.1. Use Restrictions. Subject to actions of the Declarant during the construction and development of the Condominium, or as may be necessary in connection with reasonable and necessary repairs and maintenance and subject to Section 7.7.6.:

- (a) each Unit shall comply with local zoning laws and regulations;
- (b) no noxious or offensive activity shall be carried on or within the Condominium, no odor shall be permitted to emanate there from, and nothing shall be done thereon in any other manner, so as to render any Unit or the Common Elements, or portion thereof unsanitary, unsightly, unreasonably offensive or detrimental, or a nuisance (as determined by the Board of Directors), to the Condominium or any occupant thereof;
- (c) no Unit Owner shall make any changes in, or perform any work with respect to, the sprinkler (heads and sprinkler pipes serving his Unit), unless such changes or work are performed by a contractor designated by the Council;

No Pet size restriction

(d) the keeping, boarding and/or raising of animals, livestock, or poultry of any kind, regardless of number, shall be and is hereby prohibited within any Unit, and upon any Common Element; except that this shall not prohibit the keeping of dogs or cats or caged birds as domestic pets in Units, provided that (i) such pets and the keeping thereof are in conformance with the Rules and Regulations promulgated by the Council from time to time, (ii) they are not kept, bred or maintained for commercial purposes, and (iii) provided further that the keeping of such dogs, cats and/or caged birds will not persistently constitute such type of noxious or offensive activity as covered in Section 7.7.1(b) hereof. Pets shall not be permitted on the General Common Elements unless held or leashed and accompanied by a responsible person and shall not be permitted to defecate on Common Elements. The Council may adopt from time to time Rules and Regulations regarding pets and the keeping thereof, including without limitation restrictions on the permissible size of any pet, provided however Rules or Regulations restricting the permitted size of any pet shall not affect those pets previously kept in the Condominium in compliance with previously adopted Rules and Regulations. Notwithstanding the foregoing, any Unit Owner or occupant of a Unit who is handicapped shall be permitted to maintain a handicap-assist animal of his or her choice within a Unit and in any of the Common Elements, provided such animal will not constitute such type of noxious or offensive activity as covered in Section 7.7.1(b) hereof;

(e) comply in every respect with the Rules and Regulations from time-to-time promulgated as authorized hereunder;

(f) no Unit Owner shall make any changes in, nor perform any work with respect to, the electrical wiring and systems servicing his Unit, unless such changes or work are performed by a licensed electrician; and

(g) no junk vehicle, commercial vehicle (including vans used for commercial use and vehicles displaying commercial signage), truck (as defined by the Maryland Department of Motor Vehicles and/or by common usage and practice except for light pick-up trucks of three-quarter (3/4) ton capacity or less used for non-commercial purposes), unlicensed or inoperable motor vehicle (which shall include, without limitation, any vehicle which would not pass applicable state inspection criteria), trailer, camp truck, house trailer, recreational vehicle, boat or other similar vehicles, machinery or equipment of any kind or character (except for such equipment and machinery as the Council may require in connection with the maintenance and operation of the Common Elements) shall be parked in the Parking Space Common Elements (except for bona fide emergencies) nor shall the repair or extraordinary maintenance of automobiles or other vehicles be carried out thereon.

(h) no Unit shall be divided or subdivided. The provisions of this subsection shall not apply to the Declarant and, further, the provisions hereof shall not be construed to prohibit the granting of any easement or right-of-way to any municipality, political subdivision, public utility or other public body or authority, or to the Council, the Declarant or any other person for any purpose. This provision does not bar the co-joining of Units, however the co-joining shall be subject to the terms of this Declaration, Bylaws, and the Act.

(i) except for entrance signs, directional signs, signs for traffic control or safety, community "theme areas" and such promotional sign, or signs as may be maintained by the Declarant or the Council, or permitted under the Act, no signs or advertising devices of any character shall be erected, posted or displayed upon, in or about any Unit.



(j) bed sheets, plastic sheets, newspapers, plastic storm windows or other similar window treatments shall not be hung or placed in or on any window on any Unit.

(k) no drying or airing of any clothing or bedding shall be permitted on the Limited Common Elements.

(l) no portion of a Unit, other than an entire Unit, may be leased or rented. All leases must be in writing and shall be filed with the Board of Directors at the beginning of the lease term in a form approved by the Board of Directors and shall (i) contain provisions requiring the tenant to comply with the Declaration, Bylaws and all Rules and Regulations; (ii) hold the tenants, as well as the Unit Owner, liable for all violations of the Declaration, Bylaws and Rules and Regulation during the lease term subject to a hearing and fining by the Board of Directors for violations pursuant to the Act, this Declaration, and the Bylaws; and (iii) provide that the Council shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of this Declaration, the Bylaws or Rules and Regulations, or of any other document, agreement or instrument governing the Units and/or the Condominium. The Unit Owner shall pay an Administration Fee to the Council as determined by the Board of Directors with the filing of each lease with the Board of Directors. The Owner(s) of a leased Unit shall notify the Council in writing of the Owners' current address. The Owner(s) of a leased Unit shall be jointly and severally liable with his tenant(s) to the Council to pay any fines or claims for injury or damage to persons or property caused by any action or omission, including, without limitation, the negligence of the tenant(s). Every lease shall be subordinate to any lien filed by the Council, whether before or after such lease was entered into. The minimum term any Unit may be rented or leased shall be six (6) months which minimum term can be lengthened by the Board of Directors, with no more than two (2) leases in a twelve (12) month period for a Unit. In no event may a transient tenant be accommodated in any Unit. The Board of Directors may adopt additional Rules and Regulations regarding the leasing of Units. If this Subsection is amended or any rules and regulations established as to leases or leased Units, such amendment shall state whether it applies retroactively to Unit Owners at the time of the amendment, or only subsequent Unit Owners.

(m) rugs and padding shall be maintained on seventy-five percent (75%) of all floor surfaces of rooms (excluding kitchens, closets, bathrooms) in Units located over other Units to adequately reduce transmission of sound between Units.

(n) except as to those major appliances as may be installed by the Declarant during its initial construction of Units, or a may be installed by Unit Owners as replacements thereof, additional major appliances or fixture, (e.g. hot tubs) may not be installed in a Unit without prior written approval of the Board of Directors.

(o) trash shall not be stored or placed on Limited Common Elements.

(p) no Unit Owner shall be permitted to install any type of fireplace within his Unit, without the prior written consent of the Board of Directors. No open flame barbecue grills shall be permitted in the Condominium. Storage of flammable fuels also is not permitted in the Condominium.

(q) nothing shall be done in any Unit or in, on, or to the Common Elements which will impair the structural integrity of the Condominium, or which would structurally change any

building or improvements thereon except as is otherwise provided in the documents, provided further that interior partitions contributing to the support of any Unit shall not be altered or removed.

(r) waterbeds shall not be permitted in any Unit without the prior written consent of the Board of Directors.

(s) Parking Spaces, whether Limited Common Element or General Common Elements shall be used only for the parking of automotive vehicles. The Parking Spaces shall not be altered nor shall anything be stored or kept in the Parking Spaces which would prohibit the parking of automotive vehicles. No vehicles may be repaired or washed in the Garage Level of the Condominium.

(t) portions of a Unit visible from the exterior of the Unit shall be kept in an orderly condition so as not to detract from the neat appearance of the Condominium. The Board of Directors, in its sole discretion shall determine whether the portions of a Unit visible from the exterior of the Unit and the Limited Common Elements are orderly.

(u) except as specifically permitted by applicable governmental regulations, no exterior antennas of any type, including but not limited to, satellite dishes for reception or transmission, may be erected or maintained within the Condominium; provided, however, that satellite dishes and antennas are permitted in a specific section of the roof which has been set aside for satellite dishes and antennas. Satellite dishes and antennas situated entirely within a Unit and not visible from the exterior are permitted.

(v) the Board of Directors may retain a pass-key to all Units. No Unit Owner or occupant shall alter any lock or install a new lock without the written consent of the Board of Directors. Where such consent is given, the Unit Owner shall provide the Council with an additional key for the use of the Council, pursuant to its right of access.

(w) no Unit Owner shall make or permit any disturbing noises by himself, his family, pets, his servants, employees, agents, visitors and licensees, nor do or permit anything by such person that will interfere with the rights, comforts, or conveniences of other Unit Owners.

#### 7.7.2 Home-Based Businesses.

(a) Notwithstanding any provision of this Declaration to the contrary, pursuant to Section 11-111.1 of the Act, "No-Impact Home-Based Businesses" are permitted upon the Units, subject to the following requirements:

(i) Owners shall notify the Council before opening a No-Impact Home-Based Business.

(ii) No-Impact Home-Based Businesses are expressly prohibited in any of the Common Elements.

(iii) Such additional requirements as may be specified by the Board of Directors of the Council, to the extent permitted by applicable law.



(b) For purposes of this Declaration, a "No-Impact Home Based Business" shall have the meaning given to such term from time to time in Section 11-111.1 of the Act, which currently means a business that:

- (i) Is consistent with the residential character of the Unit;
- (ii) Is subordinate to the use of the dwelling unit for residential purposes and requires no external modifications that detract from the residential appearance of the Unit;
- (iii) Uses no equipment or process that creates noise, vibration, glare, fumes, odors, or electrical or electronic interference detectable by neighbors or that causes an increase of General Common Expenses that can be solely and directly attributable to a no-impact home based business; and
- (iv) Does not involve use, storage, or disposal of any grouping or classification of materials that the United States Secretary of Transportation or the State of Maryland or any local governing body designates as a hazardous material.

#### 7.7.3 Age Restrictions.

(a) For purposes of this Section, the following terms shall have the following meanings:

(i) "Age Qualified Resident" shall mean an Owner or occupant of a Unit who is fifty-five (55) years of age or older (or such other age as may be required by the Fair Housing Acts, as defined below);

(ii) "Qualifying Resident" shall mean an Owner or occupant of a Unit who meets one of the following requirements:

(A) was residing with the Age Qualified Resident or Special Resident (as defined below) in the Unit prior to the death or departure, by reason of divorce or incapacity, of the Age Qualified Resident or Special Resident;

(B) was residing with the Age Qualified Resident or Special Resident in the Unit prior to the placement of the Age Qualified Resident or Special Resident in a facility for the care of the elderly or the disabled; or

(C) was the spouse of the Age Qualified Resident or Special Resident and was residing with the Age Qualified Resident or Special Resident in the Unit prior to the dissolution of the marriage with the Age Qualified Resident or Special Resident.

(b) The Condominium is intended to constitute housing intended and operated for occupancy by at least one person fifty-five (55) years of age or older per Unit under the Fair Housing Act, 42 U.S.C. §§ 3601, et seq., as amended by the applicable provisions of the Md. Ann. Code, Art. 49B § 19, et seq., (1998 Repl. Vol. and 2005 Supp.), and the requirements of Harford County, Maryland and its agencies and authorities, as the same may be further amended from time to time (collectively, the "Fair Housing Acts"). Except as provided in clauses (c) and (e) hereof, occupancy of a Unit shall be in accordance with the aforesaid "Fair Housing Acts."

(c) Subject to the Fair Housing Acts, a Qualifying Resident who is eighteen (18) years of age or older may continue to occupy a Unit, without Board of Directors approval,

following the death or departure, by reason of divorce or incapacity, of the Age Qualified Resident or Special Resident. Persons eighteen (18) years of age or older (a "Permitted Resident") may occupy a Unit with an Age Qualified Resident or Special Resident, without the approval of the Board of Directors, so long as the Age Qualified Resident or Special Resident at all times resides in the Unit with such Permitted Resident.

(d) A person hired to provide live-in, long term or terminal health care to a person who is forty-five (45) years of age or older for compensation may also occupy a Unit during any time such person is actually providing such care.

(e) Subject to the Fair Housing Acts, the Board of Directors may, but shall not be obligated to, permit not more than twenty percent (20%) of the Units to be occupied by persons none of whom are an Age Qualified Resident or a Qualifying Resident if at least one of the persons intended to occupy the Unit is forty-eight (48) years of age or older and the Board of Directors determines, in its sole and absolute discretion, that permitting such occupancy is necessary in order to avoid hardship to existing owners or occupants (any such person shall be referred to herein as a "Special Resident"). Any person requesting permission to occupy a Unit pursuant to this subsection shall submit a written request to the Board of Directors, and the Board of Directors may grant such permission unless the granting of the permission will jeopardize (whether at the time of the request or in the future) the Condominium's status as "housing for older persons" under the Fair Housing Acts. In deciding whether to grant a request submitted pursuant to this subsection, the Board of Directors shall exercise its sole and absolute discretion based upon criteria that the Board of Directors determines to be appropriate, including, without limitation, information then known to the Board of Directors concerning potential or pending changes in the occupancy of other Units, the ages of the persons requesting such permission, and any other information deemed relevant by the Board of Directors. Any request submitted to the Board of Directors pursuant to this subsection shall set forth the names and ages of all proposed owners or occupants of the Unit, the reason for the request and such other information as the Board of Directors may reasonably require. Once the Board of Directors has granted a request pursuant to this Section, the Board of Director's permission with respect to the person who was the subject of the request may not be rescinded for so long as such person continually occupies the Unit he or she began occupying upon the granting of the Board of Director's approval.

(f) Notwithstanding anything to the contrary contained herein, no Unit may be occupied by any person under the age of eighteen (18) years unless such person is (i) necessary to provide a reasonable accommodation to a handicapped Age Qualified Resident, Qualifying Resident or Special Resident, or (ii) is a handicapped dependent of an Age Qualified Resident, Qualifying Resident or Special Resident, to the extent required, by the provisions of the Fair Housing Acts.

(g) Nothing contained in this Section shall be deemed to prohibit the visitation by persons not otherwise permitted to occupy a Unit (including persons under the age of eighteen (19)) who are the family members or guests of the Owner or occupant of a Unit, provided that such visitation shall not be for more than ninety (90) days in any twelve (12) month period.

(h) Each Owner or occupant of a Unit, if requested to do so by the Board of Directors, shall furnish the Board of Directors with the names and ages of all occupants of the Unit and such affidavits and other documents as the Board of Directors may request to verify the



age of such occupants. Further, each Owner, if requested to do so by the Board of Directors, shall furnish the Board of Directors with the names and ages of all contract purchasers and anticipated occupants of the Units and such affidavits and other documents as the Board of Directors may request to verify the age of such contract purchasers and anticipated occupants.

(i) The Board of Directors may adopt, publish and enforce such policies and procedures and rules and regulations as are deemed necessary by the Board of Directors in order to demonstrate an intent to maintain the status of the Condominium as "housing for older persons" under the Fair Housing Acts. Such policies and procedures may provide for verification of the age of the occupants by reliable surveys and affidavits.

(j) The requirements contained in this Section are intended to comply with the exemption requirements under the Fair Housing Acts and any regulations issued thereunder. Notwithstanding anything contained herein to the contrary, all Unit Owners acknowledge and agree that although it is the intent of the Declarant that the Condominium is to be operated in compliance with the Fair Housing Acts, which exempt "housing for older persons" from the prohibitions against discrimination because of familial status, no representation or warranty is made that the Condominium complies or will comply with the Fair Housing Acts, and if for any reason the Condominium is deemed not in compliance with the Fair Housing Acts and, therefore, not exempt from the prohibitions against discrimination because of familial status, neither the Declarant nor the Association nor their respective directors, officers, agents or employees shall have any liability in connection therewith. Notwithstanding any other provision of this Declaration to the contrary, the Declarant, so long as the Declarant owns any Unit, and thereafter the Board of Directors, may amend the provisions of this Section to the extent it deems it necessary or appropriate, without the approval of the Unit Owners, in order to comply with the exemption requirements under the Fair Housing Acts and any regulations promulgated thereunder. Such amendments, rules or regulations by the Declarant or Board of Directors may include, without limitation, permitting additional exceptions to the age restrictions hereunder which are consistent with the Fair Housing Acts and any regulations promulgated thereunder.

(k) The Declarant shall be entitled to exercise its rights and powers under this Section and all rights and powers granted to the Board of Directors of the Association, until the first to occur of (i) the sale by the Declarant of all Units included, and to be included, within the jurisdiction of the Association to Class A Members of the Association, or (ii) the recordation by the Declarant of a written instrument among the Land Records expressing the Declarant's express intention to relinquish its rights and powers under this Section, in which event all such rights and powers shall be deemed to be transferred and assigned to, and shall thereafter be exercised by, the Board of Directors of the Association.

7.7.4. Family Day Care Home. The use of any Unit within the Condominium as a "family day care home" as defined in Section 11-111.1 of the Act as amended, is prohibited. Pursuant to Section 11-111.1(b) of the Act relating to family day care homes do not apply to the Condominium because the Condominium is limited to "housing for older persons," as defined under the federal Fair Housing Act.

#### 7.7.5. Architectural Changes.

(a) Modifications to Units. No Unit Owner shall (i) make any substantive modification or alteration within his Unit or the Limited Common Elements, or remove or alter any windows or exterior doors of the Unit, or contract for or perform any maintenance, repair, replacement, removal, alteration or modification of the Common Elements (including, by way of example rather than of limitation, any of the Common Elements which lie within the space included within any Unit), or install, replace, materially alter or restore any and all horizontal, vertical and/or bracing supports or fixtures or improvements within his Unit, or (ii) take any action which (A) tends to impair the structural integrity, soundness or safety of any part of the Condominium; (B) impairs the existence of, or the ability to enjoy, any easement, right or hereditament appurtenant to any Unit or the Common Elements; (C) adversely, affects the Common Elements or the ability to use and enjoy the same, or (D) requires permits or approval from Harford County, until the complete plans and specifications above have been submitted to and approved by the Board of Directors of the Council;

(b) Joining of Units. No Unit Owner may join two or more units, or partition the same after combination until the complete plans and specifications above have been submitted to and approved by the Board of Directors of the Council and he has complied with the Act, this Declaration and the Bylaws..

(c) Procedure. In the event said Board of Directors fails to approve or disapprove any modification or alteration within ninety (90) days after complete plans and specifications as required by the Board of Directors for such modification or alteration design and location have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. Approval by the Board of Directors shall in no way be construed as to pass judgment on the correctness of the location, structural design, suitability of water flow or drainage, location of utilities, or other qualities of the item being reviewed, nor shall such approval be substituted in lieu of applicable governmental approvals and permits or be deemed to constitute a determination as to compliance with local zoning ordinances, governmental guidelines or restrictions. All such applicable governmental approvals and permits shall be required to be provided with the application for architectural change before such application is considered complete and can be reviewed by the Board of Directors. The Board of Directors shall be reimbursed for all costs reasonably incurred by it in the review of the application. Any architectural change performed without the Board of Director's approval shall be deemed to be in violation of this covenant and the modification or alteration may be required to be restored to the original condition at the Owner's cost and expense. In any event, no such exterior addition to or change or alteration to the Unit shall be made without proper and valid approvals and permits having first been obtained by the Owner from the applicable public authorities or agencies. In addition, no modification or alterations may be constructed which are not in compliance with local zoning ordinances, governmental guidelines, or restrictions. Notwithstanding any provision of this Declaration to the contrary, the provisions of this Section 7 shall not be applicable to the Declarant or any part of the Condominium owned by the Declarant.

(d) Rules and Regulations. The Board of Directors shall enact appropriate Rules and Regulations in furtherance of this Section.

7.7.6. Declarant's Rights. Nothing in the provisions of this Declaration shall be deemed in any way to prohibit:



(a) the use by the Declarant, and its agents, employees, officers, contractors and invitees, of each Unit of which the Declarant, or an affiliate of the Declarant is then the Unit Owner (i) as offices, sales centers, or model in connection with its development, construction, replacement, repair, maintenance, marketing or leasing of any Unit or any dwelling in any other residential project in the vicinity of the Condominium, or (ii) in any other manner, unless any other person would, were he the Unit Owner thereof, be prohibited or restricted in the same manner; or

(b) the maintenance by or on behalf of the Declarant or any affiliate of the Declarant within the Common Elements or any Unit of which it is then the Unit Owner of one or more signs advertising the Condominium or the sale or rental of Units in the Condominium or advertising another residential project in the vicinity of the Condominium or the sale or rental of dwelling units therein.

7.8. Security: The Council may, but shall not be obligated to maintain or support certain activities within the Condominium designed to make the Condominium safer than it may otherwise be. Notwithstanding any references herein to a security system, fire access control system sprinkler system or other system of a similar nature, neither the Council nor the Declarant, shall in any way be considered insurers or guarantors of security within the Condominium, nor shall any of them be held liable for any loss or damage by reason of failure to provide adequate security or of the ineffectiveness of security measures undertaken. No representation or warranty is made that any fire access system, security system, sprinkler system or other system of a similar nature cannot be compromised or circumvented, nor that any such systems or security measures undertaken will in all cases prevent loss or provide the detection or protection for which the system is designed or intended. Each Unit Owner acknowledges, understands and covenants to inform its tenants, guests, invitees, employees and family members that the Council, Board of Directors, and Declarant are not insurers and that each person using the Condominium assumes all risks for loss or damage to persons, to Units and to the contents of Units resulting from acts of third parties.

#### 7.9. Management of Condominium.

7.9.1. The Council may self-manage or enter into an agreement with a professional management company to provide management services to the Council for the Condominium. Such agreement:

(a) shall expressly provide that the Council may, without the consent of any other party thereto and without payment of any termination fee or penalty, terminate such agreement (i) for cause at any time provided that it has given to each other party thereto written notice of its intention to do so by not later than thirty (30) days before the effective date of such termination, and (ii) without cause at any time provided that it has given to each other party thereto written notice of its intention to do so by not later than sixty (60) days before the effective date of such termination;

(b) shall be for a term of not more than one (1) year; and

(c) if provision is made therein for a renewal of such agreement from time to time by agreement of the parties thereto, shall provide that no such renewal provision and no such renewal or combination of renewals made pursuant thereto shall be effective to bind the Council