

Rules and Regulations
Spenceola II A Condominium Association Inc

Order: V5Q3FJ7DL
Address: 315 Willrich Cir Unit G
Order Date: 05-26-2020
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(d) Completion and Repair Easements. The Condominium Developer shall have the right and an easement to enter upon any General or Limited Common Element and any Unit for the purpose of (i) completing the construction or installation of any Unit or Common Element, and (ii) making repairs to any Unit or Common Element to the extent that such repairs are required pursuant to any express or implied warranty or other legal obligation created or agreed to by the Condominium Developer or established by the operation of law. Such right and easement shall exist, with respect to item (i) above, until the construction or installation of all Units and Common Elements that the Condominium Developer desires, or is obligated, to construct or install has been completed, and, with respect to item (ii) above, so long as the Condominium Developer's obligation shall exist.

(e) License of the Term "Spenceola IIA". The Condominium Developer hereby grants to the Unit Owners and the Condominium Association (collectively, the "Licensees") a non-exclusive license to use the term "Spenceola IIA" solely to identify the Condominium hereby established. The Licensees shall not sell, assign or sublicense the use of such term to any other party. The term "Spenceola IIA" may be used or licensed or both, under any terms acceptable to the Condominium Developer, by the Condominium Developer at any time and for any purpose. The Licensees have no right against the Condominium Developer to complain of any such use or license, regardless of the proximity or similarity of use of the term "Spenceola IIA" or any version(s) or variation(s) thereof by the Condominium Developer or its direct or indirect licensees.

ARTICLE X. USE RESTRICTIONS

For the purpose of creating and maintaining a uniform scheme of development and operation of the Condominium for the benefit of each Unit Owner, his respective personal representatives, heirs, successors and assigns, the Common Elements and each Unit shall be held subject to the following use restrictions:

(a) Land Use.

(i) The Common Elements and each Unit located within the Condominium shall be used, occupied and maintained for residential purposes only, except as provided in Article IX hereof.

(b) Notwithstanding anything contained herein to the contrary, any Unit Owner may use his or her Unit as a family day care home ("Home") (as defined in Section 11-111.1 of the Condominium Act), subject to the following requirements:

(i) The Unit Owner or day care provider (as defined in Section 11-111.1 of the Condominium Act) operating the Home shall be registered with and have a license issued by the Department of Human Resources, in accordance with the registration and licensing provisions set forth in Title 5, Subtitle 5 of the Family Law Article of the Annotated Code of Maryland. The Unit Owner shall provide a copy of the license to the Condominium Board prior to establishing and operating the Home and upon each renewal thereof.

(ii) The Unit Owner or day care provider shall obtain the liability insurance described in Sections 19-106 and 19-202 of the Insurance Article of the Annotated Code of Maryland, as amended, in at least the minimum amount described in those Sections. The Unit Owner or day care provider may not operate the Home without the liability insurance described herein, and shall present proof of insurance to the Condominium Board before establishing and operating the Home and upon any renewal of the policy.

(iii) The Unit Owner or day care provider shall pay, on a pro-rata basis with other Homes then in operation in the Condominium, any increase in the Condominium insurance costs attributable solely to the establishment and operation of the Home.

(iv) The Unit Owner or day care provider shall be responsible for payment of a fee determined by the Condominium Board for the Home's use of the Common Elements. The Condominium Board shall establish the fee and shall advise all Unit Owners or day care providers operating Homes of the amount due on an annual basis; provided, however, that the fee shall not be in an amount in excess of Fifty and No/100 Dollars (\$50.00), unless a greater amount is permitted by applicable law.

(v) The Condominium Board may regulate the number of Homes operating within the Condominium, provided that the percentage of Homes permitted in the Condominium may not be less than seven and one-half percent (7.5%) of the total Units within the Condominium.

(vi) No play equipment or fenced off play area may be placed on any Common Elements without the prior written approval of the Condominium Board.

(c) Notwithstanding anything herein to the contrary, pursuant to Section 11-111.1 of the Condominium Act, "no-impact home-based businesses" are permitted in the Units subject to the following requirements:

(i) Owners shall notify the Condominium Board before operating a no-impact home-based business.

(ii) No-impact home-based businesses are expressly prohibited in any Common Element.

(iii) Such additional requirements as may be specified by the Condominium Board, to the extent permitted by applicable law. The foregoing provisions of this Section are intended to be a restatement of the provisions of Section 11-111.1 of the Condominium Act, and any future amendments or modifications thereto shall be deemed incorporated by reference herein as a part hereof.

(iv) For purposes hereof, a "no-impact home-based business" means a business

that:

- (a) Is consistent with the residential character of the Unit;
- (b) Is subordinate to the use of the Unit for residential purposes and requires no external modifications that detract from the residential appearance of the Unit;
- (c) 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 common expenses that can be solely and directly attributable to a no-impact home-based business; and
- (d) Does not involve use, storage, or disposal of any grouping or classification of materials that the United States Secretary of Transportation of the State of Maryland or any local governing body designated as a hazardous material.

Notwithstanding the foregoing, the Condominium Developer shall have the right to use the Units it may own or lease from time to time as sales, rental and management offices and model units and for such other uses as the Condominium Developer may deem appropriate for the development, marketing (including sales and rentals) and management of any structures now or hereafter located on the Condominium Land, and in furtherance thereof, the Condominium Developer may, among other things, install one or more construction and/or sales trailers upon any portion of the Condominium Land. The Condominium Developer shall also have the right to erect on any portion of the Condominium Land it may own or lease from time to time, advertising and directional signs and other materials as the Condominium Developer shall deem appropriate for the development, marketing and management of any Structure now or hereafter located in the Condominium Land.

(b) Signs. No advertisement, poster, sign or other informational material may be displayed upon any General or Limited Common Element or on or about any window, except as authorized by the Condominium Association or as permitted by Article IX hereof or as permitted by applicable law.

(c) Parking. No car, motorcycle, motor scooter, motorbike, moped or other motor vehicle or bicycle shall be parked or stored on or in any General or Limited Common Element, except (i) for the Garage Parking Spaces and other parking areas provided for such purpose, and (ii) for the Storage Spaces which may be used for the storage of bicycles. Except as otherwise provided in Article IX of the Condominium Declaration, no camper, boat, trailer, commercial vehicle or inoperative vehicle of any kind shall be parked or stored on any parking area or other General or Limited Common Element. For the purposes hereof, (a) a "commercial vehicle" shall mean a vehicle which advertises a business or service and/or weighs 3/4 ton or more, and (b) a vehicle shall be deemed inoperable unless it contains (i) all parts and equipment, including properly inflated tires, in such good condition and repair as may be necessary for any person to drive the same on a public highway, and (ii) a current license plate and a current registration sticker, if applicable. No motor

vehicle shall be washed, rinsed, waxed or repaired within the Condominium, including, without limitation, the underground garage area of the Building.

(d) Compliance with Condominium Documents and Laws. All Unit Owners, Tenants and residents of the Units shall comply with all terms, conditions, restrictions and provisions of the Condominium Documents. Furthermore, no noxious trade or activity shall be carried on within the Condominium, nor shall anything be done within the Condominium which may be or become (i) a violation of any health, fire, police, or other governmental law, rule or regulation, including, without limitation, the National Flood Insurance Act of 1968 and any regulations adopted thereunder, or (ii) a nuisance or annoyance to the Owners of the Condominium or adjacent neighborhoods. Any violation of any law, order, rule, regulation or requirement of any governmental authority or agency, or of any term, condition, restriction or provision of the Condominium Documents, shall be remedied by and at the sole cost and expense of the Unit Owner(s) and/or Tenant(s) who are responsible for such violation.

(e) Noise. No noise which is disturbing to the residents of the Condominium shall be made within the Condominium, and nothing shall be done or permitted to be done in or about the Common Elements or any Unit that interferes with, obstructs or violates the rights, reasonable comforts or convenience of the Unit Owners, Tenants or residents of the Condominium.

(f) Fire and Environmental. Nothing shall be kept in any Unit or Limited Common Element which may in any way increase the rate of fire insurance on the Buildings within the Condominium beyond the rate established therefore when and as used for the purposes permitted under this Condominium Declaration and the By-Laws; and further, nothing shall be done or permitted to be done that will conflict with any fire, law, rule or regulation; specifically, but not by way of limitation, no fuel, solvent, or other reactive (including explosive), ignitable, corrosive or toxic material or substance shall be kept in any Unit or Limited Common Element. No hazardous material, hazardous waste, or hazardous or toxic substance, as such terms are defined from time to time under federal, state and local environmental laws, shall be disposed of on any General or Limited Common Element or through any sanitary or storm sewer system within the Condominium. Storage, disposal, and transportation of all hazardous materials, hazardous waste, and hazardous or toxic substances from any Unit or the Common Elements shall comply with all applicable federal, state and local laws and regulations. If any Unit Owner and/or Tenant violates this paragraph, such Unit Owner and/or Tenant, as applicable, shall indemnify and save harmless every other Unit Owner and Tenant and the Condominium Association from any and all damages, losses, fines, penalties, clean up costs, and other expenses (including, but not limited to, reasonable attorney's fees) arising from such violation.

X (g) Animals. No animals of any kind shall be raised, bred or kept within any Unit, except that up to two (2) household pets weighing less than twenty (20) pounds each may be raised and kept in each Unit, and the Condominium Board may make reasonable modifications to the aforesaid limitation on the number and size of such household pets to the extent such modifications are necessary under the Federal Fair Housing Act (as heretofore and hereafter amended) or otherwise appropriate to afford a handicapped person equal opportunity to use and enjoy a Unit and the

Common Elements appurtenant thereto. In any event, no such household pet shall be raised, bred or kept for commercial purposes, and no such household pet shall be retained after notice from the Condominium Board to remove it from the Condominium for a reasonable cause, stated in the notice. All residents raising or keeping household pets shall comply with all applicable laws pertaining to the raising and keeping of such household pets.

(h) Use of Common Areas. The common halls, lobbies, stairways, elevators, walkways, and parking areas shall be used for ingress and egress only, and no one shall be permitted to play therein or thereon, nor shall same be used in any manner for picnicking or cooking, or for permanent or temporary storage of any article of personal property, or of any bottles, trash or garbage, nor shall any of the foregoing ever be permitted to remain or stand in the common halls, or on the stairways, elevators, walkways or parking areas. No grill or other cooking apparatus shall be operated or stored on any patio or balcony. No personal property, other than customary outdoor furniture (excluding umbrellas) and not more than two planters, shall be left overnight on any patio or balcony. Lawns and landscaped areas shall not be used for sunbathing, picnicking, play, or similar purposes. No metal storage container shall be brought, used or stored upon the Common Areas by the Condominium Association or by any Unit Owner, Tenant or resident, except for trash cans and/or trash dumpsters approved by the Condominium Association for the temporary storage of trash between regularly scheduled trash pickups.

(i) Electricity. No portion of the Common Elements shall be in any manner defaced, nor shall same be utilized for the making of connections of any sort for radio, television, or other devices or equipment of any kind, all of which connections are specifically prohibited, except to the ordinary electric outlets furnished within Units and Limited Common Elements, and except additional electric outlets which may be installed with the consent of the Condominium Board or architectural committee. Further, the Common Elements shall be used only for the purposes for which same were installed and none of said Common Elements shall be loaded or taxed beyond the capacity for which designed.

(j) Vermin, Insects or Other Pests. No vermin, insects, or other pests shall be allowed to remain in any Unit or Limited Common Element, nor shall any such Unit or Limited Common Element be permitted to remain in an unclean or unsanitary condition. In order to assure compliance with this subparagraph, the Condominium Board, its agents, servants, employees and contractors may enter any Unit or Limited Common Element at any reasonable hour of the day, after written notice of at least ten (10) days, for the purpose of inspecting such Unit or Limited Common Element (and any General Common Element accessible from said Unit or Limited Common Element) for the presence of any vermin, insects or other pests, and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects or other pests.

(k) Bottles, Trash or Garbage. No bottles, trash or garbage shall be discarded or temporarily or permanently stored upon any Common Element, except in the disposal facilities provided for such purpose.

(l) Articles Hung from Property. No clothing, curtain, rug, towel, or other article shall be shaken from or on, or thrown from, any window, door, patio, balcony, or General Common Element. Nothing shall be placed on or hung from any outside window, door, patio or balcony sill, ledge, or railing, except for planters, hanging plants, seasonable decorations or similar decorative items, all of which may be subject to further rules and regulations enacted by the Condominium Board regarding their placement and use.

(m) Antennae. No radio aerial, antenna or satellite or other signal receiving dish, or other aerial or antenna for reception or transmission, shall be placed or kept on or about the Unit (including on the patio or balcony of such Unit), except on the following terms:

(i) An Owner may install, maintain and use on or about its Unit or patio or balcony, one (or, if approved, more than one) Small Antenna (as hereinafter defined) in an inconspicuous location, where the Small Antenna is screened from view from other Units in such a manner as is approved by the Architectural Committee, if any, of the Condominium Association, and if none, then by the Condominium Board, in accordance with Article XIII, Section 4 of the By-Laws. Notwithstanding the foregoing terms of this subsection, (a) if the requirement that a Small Antenna installed on or about a Unit or patio/balcony be placed in an inconspicuous location would impair such Small Antenna's installation, maintenance or use, then it may be installed, maintained and used at another approved location for said Unit where such installation, maintenance or use would not be impaired, and (b) if the prohibition against installing, maintaining and using more than one (1) Small Antenna on or about a Unit would result in any such impairment, then such Owner may install additional Small Antennae as are needed to prevent such impairment (but such installation shall otherwise be made in accordance with this subsection).

(ii) In determining whether to grant any approval pursuant to this Section, neither the architectural committee nor the Condominium Board shall withhold such approval, or grant it subject to any condition, if and to the extent that doing so would result in an impairment.

(iii) As used herein, (a) "impair" has the meaning given it in 47 Code of Federal Regulations Part 1, section 1.4000, as hereafter amended; and (b) "Small Antenna" means any antenna (and accompanying mast, if any) of a type, the impairment of the installation, maintenance or use of which is the subject of such regulation. Such antennae are currently defined thereunder as, generally, being one (1) meter or less in diameter or diagonal measurement and designed to receive certain types of broadcast or other distribution services or programming.

ARTICLE XI. UNITS SUBJECT TO DECLARATION, BY-LAWS AND RULES AND REGULATIONS AND MASTER ASSOCIATION

(a) All present and future Owners, tenants, and other occupants of Units shall be subject to, and shall comply with, the provisions of the Act, this Declaration and By-Laws, and any amendments thereto, and the Rules and Regulations as provided for in the By-Laws, as they may be amended from time to time. The acceptance of a deed, or conveyance, or the entering into of a

lease, or the entering into occupancy of any Unit, shall constitute an agreement that the provisions of this Declaration and By-Laws and any amendments thereto, and the Rules and Regulations, as they may be amended from time to time, are accepted and ratified by such Owner, tenant, or other occupant; and all of such provisions shall be deemed and taken to be covenants running with the land, and shall bind any person having, at any time, any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed, conveyance or lease thereof.

(b) Master Association.

(i) The Condominium is also part of that development (as such term is defined under Section 11B-101 of the Real Property Article of the Annotated Code of Maryland) known as Spenceola Farms II Community Association, Inc., and all of the Units and Common Elements are encumbered by and subject to all of the covenants, conditions, restrictions and easements set forth in the Master Declaration. The Master Association is responsible for maintaining recreational facilities, storm water management facilities and certain open space which serve the Master Association.

(ii) Each Unit Owner is also a member of the Master Association and is entitled to exercise all of the rights of an Owner of a Lot as established under the Master Declaration and the articles of incorporation and by-laws of the Master Association. The Condominium constitutes a part of the Condominium portion for purposes of the Master Association, and each Unit Owner shall be deemed a member of the Condominium portion.

(iii) Membership in the Master Association shall subject each Unit Owner to certain annual, special and working capital assessments and certain fees which may be levied by the Master Association as provided in the Master Declaration. These assessments and fees are in addition to any and all Assessments which may be levied by the Council as provided herein and under the Act.

(iv) The Units and the Common Elements are bound by and subject to all of the use restrictions contained in the Master Declaration or in the rules and regulations from time to time promulgated by the Master Association. The use restrictions are in addition to those contained in this Declaration or in the By-Laws for the Condominium.

ARTICLE XII. GENERAL PROVISIONS

(a) Condominium By-Laws Amendments. The administration of the Condominium shall be governed by the Condominium By-Laws. Except as otherwise provided in the Condominium By-Laws, the Condominium By-Laws shall not be amended without the affirmative vote of Unit Owners having at least sixty-six and two-thirds percent (66 2/3%) of the votes appurtenant to all Units, and any amendment to the Condominium By-Laws involving any "Material Change", as said term is defined below, shall also require the affirmative vote of at least fifty-one percent (51%) of the Eligible Mortgagees, each such Eligible Mortgagee to have the number of votes appurtenant to

FOURTH AMENDMENT TO

SPENCEOLA IIA CONDOMINIUM ASSOCIATION, INC.
CONDOMINIUM REGIME DECLARATION

May 15, 2008

01:29 PM

THIS AMENDMENT to the Spenceola IIA Condominium Association, Inc. Condominium Regime Declaration (the "Declaration") is made this 8th day of May, 2008, by the SPENCEOLA IIA CONDOMINIUM ASSOCIATION, INC. (the "Association")

WHEREAS, the Association on the 20th day of December, 2007, by the affirmative vote of at least eighty percent (80%) of the Unit Owners as required pursuant to Article XII, Section (b) of the Declaration, at a meeting duly called pursuant to Article IV, Section 3 of the By-Laws of Spenceola IIA Condominium Association, Inc., and by the affirmative vote of at least sixty-six and two-thirds (66 2/3%) of the Eligible Mortgagees (as defined in the Declaration), resolved to and did amend the Declaration. The Declaration is recorded among the Land Records of Harford County in Liber C.G.H. No. 3240, folio 251, et seq.;

NOW, THEREFORE, WITNESSETH:

1. That Article VI, Section (c) of the Declaration be and is hereby amended by striking said section in its entirety and replacing it with the following:

"ARTICLE VI. CONDOMINIUM UNITS AND COMMON ELEMENTS

(c). Leases. No Unit Owner other than a Mortgagee in possession shall lease all or any part of its Unit, except under certain mitigating circumstances, including but not limited to, temporary job relocation more than fifty (50) miles from the Unit, the disability of one or more of the Unit Owners requiring an extended absence from the Unit, extreme difficulty in selling the Unit, and/or any other circumstance deemed appropriate by the Condominium Board, in its sole and absolute discretion. For purposes of this amendment, disability is defined as a serious mental and/or physical condition requiring the Unit Owner to live

away from the Unit for a period of time in excess of three (3) months, as certified by two (2) physicians. For purposes of this amendment, extreme difficulty in selling the Unit is defined as the inability to sell the Unit despite having listed the Unit with a licensed Maryland real estate broker for at least six (6) months, upon commercially reasonable terms and at an appropriate listing price. The Condominium Board may require the Unit Owner to submit an appraisal of the Unit conducted by a licensed real estate appraiser acceptable to the Condominium Board, as evidence of an appropriate listing price.

All proposed leases shall be in writing, shall list the names of all of the proposed occupants of the Unit, and shall be submitted to the Condominium Board for prior written approval at least thirty (30) days prior to the proposed commencement of the lease term, along with such documentation as the Condominium Board shall require to establish the requisite mitigating circumstances. All leases shall include, at a minimum, statements that (i) the obligations of the Unit Owner that limit or affect the use and occupancy of the Unit are enforceable against the Tenant, and any failure by the Tenant or other occupant to comply with such provisions shall be a default under such lease, and (ii) the Tenant (as well as the landlord) shall be directly liable to, and subject to enforcement action(s) by, the Condominium Association for any breach or violation by the Tenant or other occupant of any Condominium Document.

Within fifteen (15) days after the commencement of any approved lease, the Unit Owner shall promptly deliver to the Condominium Board a copy of the executed lease. Once approved, the lease may not be amended without the prior written approval of the Condominium Board. In the event the Board approves any amendment(s), the Unit Owner shall provide the Condominium Board with a copy of each amendment within fifteen (15) days after the execution of each such amendment.

The Unit Owner shall supply any Tenant, for its use during occupancy, and prior to the execution of the lease by the Tenant, with a complete set of Condominium Documents, and must provide the Condominium Board with written verification same has been delivered to the Tenant within fifteen (15) days of the execution of any approved lease. Approval of any lease may be denied if such written verification is not provided. If the Unit Owner fails to supply the Condominium Documents to the Tenant, the Condominium Board may do so and bill the Unit Owner a fee for reproduction and handling costs, and failure to pay such fee shall constitute a violation of the Condominium Documents.

The Condominium Association, through the Condominium Board, shall be entitled, but is not obligated, to exercise the default remedies of any Unit Owner, as the landlord under any such lease, and upon any breach or violation by the Tenant of any Condominium Document, the Condominium Board, after notice to the Unit Owner and Tenant of such breach or violation, and the failure of such Unit Owner and Tenant to correct the same within a reasonable time thereafter, shall be entitled, but not obligated, to summarily evict the Tenant from the leased premises, subject to any applicable laws governing the speedy recovery of possession of lands or tenements in redress for a breach or violation of a lease.

This amendment shall be effective as of the date of recording among the Land Records of Harford County; provided, however, that any lease in effect as of the date of recording may remain in effect through the later of (i) the end of the then current term of such lease, excluding any extensions thereof, or (ii) the expiration of one (1) year from the date of the recording of this amendment among the Land Records of Harford County."

WITNESS the hands and seals of the undersigned, constituting more than eighty percent (80%) of the Unit Owners of Spenceola IIA Condominium Association, Inc., and constituting more than sixty-six and two-thirds (66 2/3%) of the Eligible Mortgagees of Spenceola IIA Condominium Association, Inc..

WITNESS:

Robin L. Hazzard

Anthony F. Sarcone (SEAL)
Name: Anthony F. Sarcone
Address: 301-J Willrich Circle
Forest Hill MD 21050

(SIGNATURES CONTINUED ON ATTACHED PAGES)