

RULES

The Terrace at Irwins Choice Condominium

Effective Date -September 30, 2013

The Board of Directors of the Council of Unit Owners of the Terrace at Irwins Choice Condominium has adopted the following Rules for the mutual benefit of the Owners and Occupants of the Units therein. These Rules may be modified from time to time by the Board of Directors as it deems necessary to promote the safety and welfare of the Owners and Occupants of the Units. **Should a management company be employed or an owners' committee, the management company or owners' committee will be [has been] authorized and directed by the Board of Directors to uniformly report infractions [enforce] of the Rules to the Board for enforcement.** Any capitalized terms used herein shall be defined as set forth in the Declaration of Condominium of the Terrace At Irwins Choice Condominium, unless specifically provided otherwise herein. (Public Offering Statement 6/3/04).

The statement above and the Rules below, except for the ones in bold print, have been in effect since the date listed after each Rule. The wording in brackets is also in effect but will be deleted after the Owners have commented. The bold print language has been agreed upon by the Board and approved by counsel.

A. COMMON ELEMENTS

1. The sidewalks, entrances, passages, corridors, stairways, paths, driveways and other areas used in getting to and from parking spaces, units and / or other Common Elements, shall not be obstructed or used for any purpose other than for egress and ingress from the parking spaces, Units and / or Common Elements. (6/3/04) At no time may there be any item or object along the path leading to an exit or staircase more than 44 inches from the wall leading to the exit in accordance with Maryland Fire Marshal Regulations. (8/31/07).

2. **Nothing shall be placed in a Common Element, including walls outside Units, without the prior written approval of the Board.** Any temporary or permanent change to a Common Element also requires the prior written approval of the Board of Directors. (10/1/07).

a. **EXCEPTIONS:** Unit Owners and Occupants may place a doormat outside their door provided it is the type approved by the Board and does not impede the flow of traffic. (6/3/04) . The doormat shall be **manufactured for that purpose and shall [may] be no larger**

1.

than 3 feet by 2 feet. They may also hang a wreath on their door using an over the door hanger or magnet (8/31/07) **and hang decorative items on the short wall proximate to their hallway door.** Minor changes to annual Winter Holiday decorations are also exempted from Board approval. (10/1/07). *NOTE: Many owners decorate their short wall already.*

b. **PROHIBITED ITEMS IN COMMON ELEMENTS :** Candles (fire hazard), live/cut plants, curtains (cleaning issues), knick-knacks, statues, stuffed animals, dolls, [rocking chairs (safety and cleaning issues), large heavy furniture (cleaning)], outdoor and kitchen furniture (inappropriate for inside use) and exercise equipment (10/1/07). *NOTE: BOD deleted rocking chairs and heavy furniture since they exist already in Common Elements and have not been an issue. .*

[3. Persons are not authorized to loiter in any Common Element not designated for such purpose. (6/3/04).] *NOTE: BOD deleted this as unnecessary.*

4. No person is authorized to interfere in any manner with the lighting, heating and cooling in the Common Elements. No life, safety or security feature in a Common Element, including but not limited to smoke alarms or fire sprinkler heads within any Unit may be moved or tampered with without the prior **written** approval of the Board. Any work involving the sprinkler system shall be performed by a licensed contractor and coordinated with the Board. Unit owners and occupants shall report immediately to the Board any malfunction of a life, safety or security device. (6/3/04)

5. **Owners and Occupants** [Unit owners of Units located on the terrace or ground floor level of any building will not be] **are not permitted to plant flowers anywhere on the property even in the immediate vicinity of their Units without the prior approval of the Board of Directors or a committee designated for that purpose** [unless the overall landscaping plan for the Condominium designates such areas for planting by the Unit owners.] (6/3/04)

6. There shall be no use of the green areas within the Common Elements except for natural recreational uses which do not injure the Common Elements or the vegetation thereon or increase the maintenance thereof (6/3/04). [This includes flags, planters and other items placed in the green areas. (8/28/06)] *NOTE: We already permit large planters and American flags.*

7. No Unit Owner or Occupant shall send any employee of the Council of Unit Owners inside or outside of the condominium premises on any private business. (6/3/04). *NOTE: If we have a management company, we don't want people spending BOD funds on personal tasks.*

8. Each Owner is responsible for maintaining their dryer vent in clean condition. (8/28/06). **The Board may, from time to time, fund vent cleaning but this does not in any way eliminate the owner's responsibility to maintain their dryer vent.**

9. In the event an Owner has an objection to any specific item in their Common Element foyer, he or she should [contact their Building Captain or notify the Board] **put their complaint in writing to the Board of Directors stating the reasons.** The Board will make all decisions in such cases. (8/31/07)

10. **Electricity and water in common areas may not be used for personal use without the prior written approval of the Board.**

B. LIMITED COMMON ELEMENTS - Restrictions

1. **Only legitimate outdoor furniture shall be used on balconies and patios. Balcony / patio shades and awnings are authorized only under conditions approved by the Board of Directors.**

2. **Balconies and patios shall not be used as storage areas.**

3. [Charcoal grills or other fuel burning apparatus shall not be used on terraces, balconies or patios. (6/3/04) Neither Harford County nor the Board permit grilling of any type on the balconies or patios. (7/8/10).] **No hibachi, grill or other similar device used for cooking, heating or other purposes shall be used or kindled on any balcony or patio under any overhanging portion or within 15 feet of any structure. EXCEPTION: Electric grills are permitted so long as there exists a "catch pan" on the deck or patio which protects the concrete patio or the balcony below. (NFPA Fire Code, Section 10.11.6; also e-mail from Deputy Chief Fire Marshal 12/31/12.) NOTE: There is no law against electric grills. Above bold print is consistent with the fire code language.**

4. **Winter Holiday decorations may be affixed temporarily to the exterior of units provided they do not damage the Common Elements and Limited Common Elements (roof, siding, trim) and they are installed no more than 30 days prior to the holiday event and removed no more than 15 days after the event. (8/28/06). Live or cut evergreens and live plants are prohibited in the Common and Limited Common Elements. Decorations may not extend beyond the boundaries of the unit or building. Strings of lights may be wrapped around balcony railings but nothing may be hung on the outside of the railings or outside a window not connected to the balcony which could fall and cause injury. Holiday wreaths may only be hung in protected areas, namely living room windows and patio/balcony doors. Electrical extension cords must be UL approved and the lighting must be limited to 5 hours daily using a timing device. (8/31/07; 10/1/07)**

5. Carpeting or other flooring material are not permitted on patios / balconies as they can lead to moisture and decay of the underlying structure except that if they are muted tan or gray and made of mold and mildew resistant material as represented by the manufacturer and they are rolled up and stored between November 15th and April 1st. Storm doors are authorized provided they are full view, white in color, and have brass colored hardware. (8/26/06; 8/31/07)

6. Shaking rugs from the balconies, drying or hanging items from the railings and planter boxes attached to the railings are prohibited. Except for snow, nothing may be dropped. Planter boxes are authorized on balconies but they require saucers to catch water. Hanging planters, fountains, **bird feeders**, and ornaments that make noise such as wind chimes are not authorized on patios and balconies. (8/26/06)

C. RESTRICTIONS ON USE OF UNITS

1. No Owner or Occupant shall make or permit to be made any disturbing noise in the Common Elements or in their units, nor shall they permit anything to be done that would interfere with the rights, comfort or convenience of other persons. Owners and occupants shall not play any musical instrument, TV or audio device if it disturbs or annoys other residents. (6/3/04).

[General "Quiet Hours" are from 10:00 pm to 8:00 am. (8/28/06).] *NOTE: County ordinances already apply - 11:00 pm.*

[2. Owners and Occupants shall not cause or permit the blowing of a vehicle horn on the parking lot except as is necessary for the safe operation of the vehicle. (6/3/04)]

[3. Owners and Occupants shall not act or fail to act in any matter which unreasonably interferes with the rights, comfort and convenience of others. (6/3/04)]

4. All draperies, shades, blinds and other window coverings of units shall be of materials and construction manufactured for that purpose as determined by the Board. Sheets, towels, bedspreads and other materials not manufactured for the purpose of covering windows shall not be used. (6/3/04). Window coverings must be white or off-white as seen from the exterior. (8/28/06)

5. No unit Owner or Occupant, their guests, servants, employees or licensees shall at any time bring into or keep in their Unit any flammable, combustible or explosive fluid, material, chemical or substance, except for normal household use. (6/3/04)

6. Toilets and other water apparatus shall not be used for any purposes other than for which they were designed. Sweepings, rubbish, rags or any other such articles shall not be thrown into them. Any damage resulting from the misuse of any toilets or other apparatus shall be repaired by the Unit Owner at his or her expense. (6/3/04)

7. Unit Owners or Occupants shall reimburse the Council of Unit Owners immediately for any damage caused by such Owner, Occupant or its agents, employees, licensees or invitees, while moving in or out of a unit, or as a result of any construction or decorating work therein. Such activity must be performed in accordance with [established procedures] applicable law and building codes and scheduled in advance to ensure that other moves or repair work in the building do not conflict. (6/3/04)
8. [Owners must notify the Board not less than 7 days prior to moving.] Elevator protective pads must be used when transporting furniture, appliances or other bulky materials. Unit Owners are responsible for hanging the pads and returning them to the storage area. (8/28/06)
9. Bicycles and other recreational equipment must be stored within the unit unless bicycle racks have been placed upon the Common Elements and designated for such purpose. Transit of such equipment to and from units must be handled in such a manner as to avoid damage or threat of damage to the Common Elements. (6/3/04).
- [10. Unit owners shall not use or permit to be used its unit for any immoral, improper, offensive or unlawful purpose, or permit any unlawful act in or upon its premises. (6/3/04)] (in by-laws)
11. No Unit Owner or Occupant shall alter any lock or install additional locks or a knocker, peep hole or bell upon any door of a unit without the prior written consent of the Board or an authorized committee. The [Council] Board of Directors or the management company shall have the right to make and keep a copy of any key required to gain entry to any Unit to be used if entry to such Unit is necessary because of fire, flood or any other condition which may affect the Common Elements or other Units. (6/3/04). In lieu of the Board keeping keys, Owners and Occupants have the option of leaving their house keys with one or more nearby neighbors to ensure access is immediate in the event of such emergencies.
12. Signs are generally prohibited in accordance with the By-laws but a "For Sale" sign no larger than [24" x 24"] six square feet may be displayed in the second bedroom window of those units which face the parking lot. It may be placed in the window of the second, third or fourth floor Common Element for those units which face the woods. Temporary placement of signs elsewhere indicating the sale of a unit is allowed in places and times designated by the Board [but only for an "Open House" and not to exceed 8 hours.] (8/28/06) . NOTE: 6 sq.ft. in By-laws
13. Satellite dishes of no more than one meter in diameter are authorized by law subject to rules published by the FCC but such dishes may be installed only inside the Unit itself or placed on the patio / balcony where it may not be attached to any part of the building, railing or roof. Unit Owners and Occupants may use a bucket of concrete to secure the dish if it is installed on the balcony or patio. (8/28/06)

14. Wood, faux wood, marble or ceramic floors shall not be installed in units above the first floor without the prior written approval of the Board which specifies a sound deadening underlayment.

15. Owners, prospective buyers and lessees must follow the Procedures for Verifying Occupancy by Persons 55 and Older, the Senior Housing Notice Certification, the Owner - Occupant Certification and the Management Rules Regarding Non-Family Rentals. Failure to do so may result in a fine and/or a suit for breach of the Bylaws and/or these Rules, including any resultant damages, rescission of the Unit sale or unapproved lease and the eviction of any illegal tenant in the Unit.

16. Persons who seek residency as Owners or Occupants who are in their 55th year are not required by these Rules to seek approval of the Board of Directors for an exception to the Declaration requirement that all residents be at least 55 years of age.

D. VEHICLES

1. Unit Owners and Occupants, their employees, servants, visitors, licensees and their families as well as all persons on the property of the Condominium will obey the parking regulations posted at the parking areas and any other traffic regulations promulgated in the future for the safety, comfort and convenience of the Unit Owners and Occupants. Vehicles parked in violation of parking rules and regulations are subject to the Procedures on Sanctions and the Towing Procedures and may be towed away at the [Unit Owners] violator's risk and expense. (6/3/04)

2. All vehicles on the property shall have current registration and shall be left unattended only in clearly marked places where they must be parked within the lines thereof and not intrude on any other parking place.

3. While vehicle repair work is not permitted on the property, fluids may be added but not drained. Vehicles may not be placed on blocks at any time. Emergency repairs such as dead batteries and fixing flat tires are permitted. Vehicle owners are responsible for cleaning or repairing any fluid leakage or other damage to the concrete, asphalt or green areas. (8/28/06)

4. Vehicle washing is not permitted on the property but vacuuming the interior using battery power, washing windows and waxing are acceptable. (8/28/06). Wheel cleaners which stain the asphalt are prohibited.

5. Visitors and service people should park only in the upper level parking lot and as far away as possible from the buildings. If Owners/Occupants have more than one vehicle [two cars], only one should be parked along the sidewalk. (Reprinted 7/8/10)

6. [Due to limited parking availability, no more than two authorized vehicles per unit shall be allowed and they must have current registration.] Commercial and recreational vehicles such as trailers, campers, boats, snowmobiles, motor homes, golf carts and ATVs, are prohibited. [Vehicles are prohibited in the parking lot for a period of non-operation in excess of 14 days.] (8/26/08).]

7. There are 119 parking spaces for 64 Units and there has been no shortage of parking places to date except for a few holidays. Owners and Occupants are authorized to park on our lot any reasonable number of vehicles so long as they are registered to them. The Board reserves the right to limit the number of vehicles in the future should this section be abused or there is a substantial increase in the number of vehicles on the lot.

8. Owners / Occupants who park their cars along the sidewalk must ensure [particularly in times of ice / snow] that their cars do not overhang the sidewalk. Snow removal contractors and handicapped persons require the entire sidewalk. (Reprinted 7/8/10)

9. Vehicles parked anywhere on the property not belonging to an Owner, Occupant, visitor, authorized vendor or repair service shall be towed away at the violator's expense in accordance with the Resolution on Sanctions and the Towing Procedures.

10. Owners and Occupants who are away for even a few days must notify a Building Captain or Board member and leave their car(s) parked along the wall on the upper lot. Keys must be left with someone, preferably a neighbor, who can move it quickly, if necessary. If keys are not available and the vehicle must be moved, it will be towed at the Owner / Occupant's expense.

E. PETS

1. Reasonable number of pets is defined as no more than two per unit not to exceed 35 lbs. each and no more than 24 inches in height at the shoulder. All must be inoculated as required by law and registered with the Board of Directors or Property Management Company using a format as prescribed by the [Association.] Board. (8/28/06)

2. At this time, the Board has chosen not to designate specific areas in the Common Elements where pets may be walked as authorized in the by-laws. Instead, it leaves that decision to the good judgment of each pet owner subject to reconsideration should the By-laws and these Rules be violated. There are considerable restrictions on pets in the By-laws and pet owners should read them carefully.

3. Pets shall be kept under the direct control of their owners and they shall not disturb or annoy other owners or occupants or allowed to run free. Patios and balconies shall not be used to keep unattended pets. Any damage to Common Elements caused by pets shall be the responsibility of its owner. (8/28/06)

F. PENALTIES : Article 3, Section 3.2(k) of the by-laws empowers the Board of Directors to levy reasonable fines against Unit Owners for violations of the Maryland Condominium Act, the Declaration, the By-laws and Rules. Refer to the Resolution on Sanctions and the Towing Procedures which became effective on 5/31/13.

Counsel (Michael Mannes) suggested that the terms Common Areas and Persons be changed to Common Elements and Owners/Occupants to be consistent with the terms used in the Declaration and By-laws.

The 6/3/04 date above comes from the Rules which were included in the T@ICC Public Offering Statement which was provided to every original owner. Other dates came from Rules established by previous Boards. The above document serves to re-state the Rules from previous iterations, place them in some order, clarify the language, include new Rules and delete some which are unnecessary. Mannes agreed by message dated 4/3/13 and this version contains his suggestions. The Board agreed on 7/8/13. Now the other owners will be provided an opportunity to review them and provide comments. In the meantime the language in non bold regular type remains in effect.

There are two questions still pending with counsel which may add to these Rules. These include prohibiting Section 8 rentals and limiting the number of occupants in any one Unit. The new Rules below have been approved by the Board but await the decision of counsel with respect to their legal sufficiency. The comments of the owners are requested for these as well:

Owners and Lessees shall not lease or sub-lease a Unit to any person or group which pays its rent by vouchers and / or their rent is subsidized by any government entity.

All of the Units in our community have only two bedrooms and two baths. No more than four people are authorized to occupy any one Unit. Temporary exceptions may be made by the Board of Directors upon receipt of a written request detailing the hardship.

EXHIBIT "A"

SALES CONTRACT/LEASE ADDENDUM

THE TERRACE AT IRWINS CHOICE CONDOMINIUM

SENIOR HOUSING NOTICE & CERTIFICATION

This addendum is made _____ by and between ("Seller/Landlord"), and _____ ("Purchaser/Tenant"), to the sales agreement/lease dated _____, 20__, for the sale/lease of Unit located _____ at _____ (address) in The Terrace At Irwins Choice Condominium (the "Property").

SENIOR HOUSING NOTICE

1. Purchaser/Tenant is hereby advised that The Terrace At Irwins Choice Condominium (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, to the extent required by the Federal Fair Housing Act, 42 U.S.C. § 3601, *et. seq.*, and Art. 49B § 19 *et. seq.*, of the Annotated Code of Maryland, and local laws and regulations, as such laws are amended from time to time (collectively, the "Fair Housing Acts"). Purchaser/Tenant understands and acknowledges that the Property must be occupied by at least one person fifty-five (55) years of age or older unless otherwise provided by the Fair Housing Acts and/or the Declaration of the Condominium (the "Declaration"). Within all Units, all other occupants must not be under the age of nineteen (19) years, unless such person is necessary, to the extent required by the provisions of the Fair Housing Acts, to provide a reasonable accommodation to or the handicapped dependent of (i) an occupant of a Unit who is fifty-five (55) years of age or older; (ii) a Qualifying Resident; or (iii) a Special Resident. The terms "Unit," "Qualifying Resident" and "Special Resident" shall be defined as set forth in the Declaration.

PURCHASER/TENANT CERTIFICATION

2. The undersigned, _____ (print name) and _____ (print name), are over the age of eighteen (18), are Purchasers/Tenants of the Property, and are members of the household that will reside at the address listed above within the Condominium. Purchaser/Tenant hereby certifies that Purchaser/Tenant has personal knowledge of the ages of the anticipated occupants of the household that will reside at the Property and that (i) at least one occupant of the Property is fifty-five (55) years of age or older and (ii) all other occupants of the household are at least nineteen (19) years of age or any occupants of the household who are under nineteen (19) years of age are necessary, to the extent required by the provisions of the Fair Housing Acts, to provide a reasonable accommodation to or the handicapped dependent of (i) an occupant of a Unit who is fifty-five (55) years of age or older; (ii) a Qualifying Resident; or (iii) a Special Resident.

Purchaser/Tenant hereby further certifies under the penalties of perjury that the facts stated in the foregoing certification are true and correct to the best of Purchaser's/Tenant's knowledge, information and belief.

PURCHASER/TENANT

(Signature)

(Print Name)

(Date)

PURCHASER/TENANT

(Signature)

(Print Name)

(Date)

Order: 29JLR2XKD
Address: 1007K Running Creek Way 58
Order Date: 03-06-2019
Document not for resale
HomeWiseDocs

EXHIBIT "B"

THE TERRACE AT IRWINS CHOICE CONDOMINIUM

OWNER-OCCUPANT CERTIFICATION

1. The Terrace At Irwins Choice Condominium (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, to the extent required by the Federal Fair Housing Act, 42 U.S.C. § 3601, et. seq., Art. 49B § 19 et. seq., of the Annotated Code of Maryland, and local laws and regulations, as such laws are amended from time to time (collectively, the "Fair Housing Acts"). Each Unit in the Condominium must be occupied by at least one person fifty-five (55) years of age or older unless otherwise provided by the Fair Housing Acts and/or the Declaration of the Condominium (the "Declaration"). Within all Units, all other occupants must not be under the age of nineteen (19) years, unless such person is necessary, to the extent required by the provisions of the Fair Housing Acts, to provide a reasonable accommodation to or the handicapped dependent of (i) an occupant of a Unit who is fifty-five (55) years of age or older; (ii) a Qualifying Resident; or (iii) a Special Resident. The terms "Unit", "Qualifying Resident" and "Special Resident" shall be defined as set forth in the Declaration.

2. I, _____ (name), am over the age of eighteen (18) and a member of the household that resides at the address listed below within the Terrace At Irwins Choice Condominium. I hereby certify that I have personal knowledge of the ages of the occupants of this household and that (check applicable response):

_____ A. At least one occupant is fifty-five (55) years of age or older. All other occupants of the household are at least nineteen (19) years of age or any occupants of the household who are under nineteen (19) years of age are necessary, to the extent required by the provisions of the Fair Housing Acts, to provide a reasonable accommodation to or the handicapped dependent of (i) an occupant of a Unit who is fifty-five (55) years of age or older; (ii) a Qualifying Resident; or (iii) a Special Resident.

_____ B. At least one occupant is fifty-five (55) years of age or older. However, at least one occupant of the household is under nineteen (19) years of age and at least one of such occupants(s) under nineteen (19) years of age is (are) not necessary, to the extent required by the provisions of the Fair Housing Acts, to provide a reasonable accommodation to or the handicapped dependent of (i) an occupant of a Unit who is fifty-five (55) years of age or older; (ii) a Qualifying Resident; or (iii) a Special Resident.

_____ C. At least one occupant is not fifty-five (55) years of age or older, however, at least one occupant is a Qualifying Resident or Special Resident. All other occupants of the household are at least nineteen (19) years of age or any residents of the household who are under nineteen (19) years of age are necessary, to the extent required by the provisions of the Fair Housing Acts, to provide a reasonable accommodation to or the handicapped dependent of (i) an occupant of a Unit

who is fifty-five (55) years of age or older; (ii) a Qualifying Resident; or (iii) a Special Resident.

 D. At least one occupant is not fifty-five (55) years of age or older, however, at least one occupant is a Qualifying Resident or Special Resident. At least one occupant of the household is under nineteen (19) years of age and at least one of such occupants(s) under nineteen (19) years of age is (are) not necessary to provide a reasonable accommodation to or the handicapped dependent of (i) an occupant of a Unit who is fifty-five (55) years of age or older; (ii) a Qualifying Resident, or (iii) a Special Resident.

Unit Address:

I hereby further certify under the penalties of perjury that the facts stated in this certification are true and correct to the best of my knowledge, information and belief.

(Owner-Occupant's Signature)

(Print Name)

(Date)

Management Rules Regarding Non-Family Rentals - Effective 4/1/13

These Rules implement the provision in Section 5.17 of the by-laws which restrict the number of non-family rentals to 12. They do not apply to rentals to members of the immediate family of owners including the owner's mother, father, brother, sister, son, daughter, son-in-law, daughter-in-law and grandchild so long as the immediate family member is not disqualified under the Fair Housing Act due to their age or other restrictions under that law.

RELEVANCE OF OTHER PROCEDURES:

Owners who rent their units to non-family persons are required to first comply with the **"Procedures for Verifying Occupancy by Persons 55 and Older"** which are attached to the By-Laws. These procedures require that the Board of Directors be provided certain documents in advance of leases being approved. These documents will be maintained separately from other Board records and will not be available to employees of the Board or to other residents in accordance with the confidentiality required by the Fair Housing Act.

MANAGEMENT OF THE 12 RENTAL UNITS

The Board will use the above documents to ensure that the number of non-family rentals does not exceed 12. So long as an owner continues to keep the above information current with the Board, he or she shall be authorized to rent their unit as one of the 12. However, if owners (1) fail to keep the documents current or (2) if more than 90 days elapse after the expiration of a lease and the unit is one of 12 being rented, the owner will lose that right if another owner is ready to lease his or her unit.

Should there be 12 non-family units being rented and one owner desires to sell his or her unit during the period of a valid lease, the new owner may continue the lease until its expiration. The new owner may continue renting the unit even to someone else after that so long as there are no other owners waiting to rent their unit. If there is, the new owner will lose the right to continue renting.

In the event there are a total of 12 non-family rentals at one time, and there are other owners ready to rent their units whenever there is an opening, they may apply to the Board by letter stating that intention. The Board will accept these applications only after the number of rentals reaches 12 at which time the Board will maintain a priority list by lot.

PENALTY

Any owner who rents their unit in violation of the 2012 change to Section 5.17 of the By-laws and these Rules, may be sued for breach of the By-laws and / or these Rules, including any resultant damages, rescission of the unapproved lease and the eviction of any illegal tenant in the unit.

Order: 29JLR2XKD

Address: 1007K Running Creek Way 58

Order Date: 03-06-2019

Document not for resale

HomeWiseDocs

Council of Unit Owners of the Terrace at Irwins Choice Condominium

Resolution on Sanctions

WHEREAS, Council of Unit Owners of The Terrace at Irwins Choice Condominium (the "Condominium") is a lawfully constituted Condominium pursuant to Maryland law and The Terrace at Irwins Choice Condominium Declaration of Condominium (the "Declaration") and The Terrace at Irwins Choice Condominium Bylaws of the Council of Unit Owners (the "Bylaws"); and

WHEREAS, the Bylaws are recorded among the Land Records of Harford County, Maryland in Liber 6197. Folio 525; and

WHEREAS, Article 3, Section 3.2(k) of the Bylaws empowers the Board of Directors ("the Board") to levy reasonable sanctions against Unit Owners and Occupants for violations of the Maryland Condominium Act (the "Act"), Declaration, the Bylaws, and Rules.

NOW THEREFORE, the Board, on behalf of the Condominium, hereby adopts the following Resolution on Sanctions.

Prior to the imposition of any sanction against an Owner or Occupant, the Board shall comply with the following procedures:

1. DEMAND - The Board shall send a written demand letter to the alleged violator and the Owner, in the event the alleged violator is an Occupant and not an Owner, specifying the following:

- a. the alleged violation;
- b. the action required to abate the violation; and
- c. a time period of not less than ten (10) days during which the violation may be abated without further sanctions if such violation is continuing, or for non-continuing violations, a statement that any further violation of the same provision may result in the imposition of a sanction after notice and a hearing.

2. NOTICE - If, within twelve (12) months of the aforementioned Demand Letter, the violation continues past the specified period for abatement, or if the same rule is subsequently violated, the Board shall serve the alleged violator and the Owner, in case the violator is not an Owner, with written notice of a hearing to be held. The notice shall contain the following information:

- a. the nature of the alleged violation;
- b. the time and place of the hearing which shall not be less than ten (10) days from the date of the notice;

Order: 29JLR2XKD

Address: 1007K Running Creek Way 58

Order Date: 03-06-2019

Document not for resale

HomeWiseDocs

c. an invitation to attend the hearing and produce any statement, witnesses, or evidence on his or her behalf; or, in lieu of a hearing, the alleged violator has the option to respond in writing on or before the hearing date;

d. a statement that failure to attend the hearing or otherwise respond to the charges by the hearing date, may result in the automatic imposition of a sanction; and

e. the proposed sanction (e.g. fine, towing, lien or other) to be imposed.

3. HEARING - At the hearing the alleged violator has the right to present evidence, present witnesses, and cross examine witnesses. The hearing shall give the alleged violator an opportunity to be heard. Proof of notice and invitation to be heard shall be placed in the minutes of the meeting. The minutes of the hearing shall contain a written statement of the results of the hearing, including any sanction imposed. If the decision of the Board is appealed to the courts and the decision of the Board is upheld, the violator will be required to pay all attorney's fees and court costs.

4. The amount of the fine shall be up to fifty dollars (\$50.00) for the first violation, up to one hundred dollars (\$100.00) for the second violation, and up to two hundred and fifty dollars (\$250.00) for the third and each subsequent violation. If towing is involved it shall be at the expense of the violator. Refer to Towing Procedures. In case of a violation by an Occupant who is not an Owner, the Owner will be charged with the fine.

5. In addition to levying fines, the Board may utilize any and all other remedies available to it in law or equity to enforce the Act, the Declaration, the Bylaws, or the Rules against the violator.

ATTEST: Council of unit Owners of the Terrace at Irwins Choice Condominium

Doris Marshall

Doris Marshall, Secretary

Charles Fleming

By: Charles Fleming, President

This policy shall become effective on May 31, 2013

Council of Unit Owners of the Terrace at Irwins Choice Condominium

Towing Procedures

PURPOSE: Towing may be used in place of, or in addition to fines imposed using the Sanctions Resolution at the discretion of the Board of Directors. These procedures will be enforced by any officer of the Board and/or by a committee or property management company designated for such purpose.

A. OWNERS AND OCCUPANTS

1. Vehicles on the parking lot owned, leased or driven by Owners and Occupants found by an officer of the Board to be in violation of the Rules, shall be issued a **WARNING** under their windshield wiper and/ or by mail or e-mail citing the specific violation and requesting that it be remedied within 24 hours. A record will be made of the violation.
2. If the violation continues into a second day or if a similar violation occurs within one month the Owner or Occupant will be provided written notification demanding its cessation or other actions that will abate the violation. Please refer to the Resolution on Sanctions for the specific procedures. In lieu of a fine or in addition to a fine, the violator's vehicle may be towed away at the Board's discretion.
3. In the event the violation is time sensitive, such as parking next to a fire hydrant or blocking other vehicles, a reasonable effort will be made to verbally inform the driver of the violating vehicle and demand that the vehicle be moved immediately. If the driver fails to act within a reasonable timeframe, the vehicle will be towed at his or her expense with no further warning.

B. NON-OCCUPANTS

Definition: Except for Owners who rent their units, a Non-Occupant is a person who does not receive mail at the unit. They have no right to a hearing.

1. The Condominium is private property and persons who do not live there have no right to park anywhere on the property. Legitimate temporary visitors may park in the upper part of the lot and may not park next to the curb in front of the buildings unless they have a handicapped tag.
2. If the violation is time sensitive, then Paragraph A3 applies. If not, a **WARNING** will be placed under the windshield wiper citing the specific rule violated and a request to remedy the situation within 24 hours. If the violation continues after 24 hours or if there is a second similar

Order: 29JLR2XKD

Address: 1007K Running Creek Way 58

Order Date: 03-06-2019

Document not for resale

HomeWiseDocs

violation within a year, the vehicle will be towed away at the owner's expense without a second warning.

ATTEST: Council of Unit Owners of the Terrace at Irwins Choice Condominium

Doris Marshall

Doris Marshall, Secretary

Charles Fleming

By: Charles Fleming, President

This policy shall become effective on May 31, 2013