# TRALEE FOREST CONDOMINIUM, INC.

# RESIDENT HANDBOOK

Presented by the Board of Directors of Tralee Forest Condominium, Inc.

NOTE: "Resident" hereafter applies to either the Unit Owner(s) or the person(s) renting the Unit.

#### Introduction

Welcome to the Tralee Forest Condominiums. This Handbook is provided to Residents to summarize some useful information that will make your time here more enjoyable. Various policies and procedures have been established by the different Boards of Directors since the establishment of Tralee Forest Condominiums. This Handbook is provided as a useful means for you to familiarize yourself with these items.

NOTE: This Handbook is not the official document of the Tralee Forest Condominium Association. The official documents are contained in the *Public Offering Statement*, prepared by the Builder, and the *Tralee Forest Condominium Resale Package*, prepared by the Management Agent. The book is given to the new Unit Owner at the time of sale by the current Unit Owner. The conditions and restrictions itemized in the "Declaration of Covenants, Conditions & Restrictions," the "Declaration," the "By-Laws" and amendments to these sections (hereafter referred to as the Documents) shall prevail in all instances.

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## Front Door Access Security System

#### General Guideline:

A common building entrance code is available that can be used by all Residents to gain entrance to your building. However, having your own personal access entry code for the front door is one of the first things you will want to have programmed into the system.

### Front Door Entry Code:

The Management Agent can enter your personal entry code, name, Unit number and local phone number (410 or 443) into the front door access security system. This will allow you to open the front door when you enter your personal entry code. If a visitor you know wants to come into the building, they can scroll through the names at the front door key pad and ring your phone. You can then hit the number "9" on your local phone to unlock the front door and allow that person to enter.

NOTE: If the power goes out in the building, the front door access security system will not work. You should have received a building front door entrance key from the previous Unit Owner. Make sure you have this key with you or available at all times in case the building power goes out and you are out of the building. The elevators will not operate until power is restored. Hallway emergency lights will remain on for a maximum of 90 minutes. In case of a long outage, a Resident returning home after dark would be entering a "pitch black" building. To be prepared, carry a flashlight in your car.

# Introduction of the Board of Directors and Their Responsibilities

## General Guideline:

The Tralee Forest Condominium Association Board of Directors (the "Board") is made up of five Unit Owners who are nominated and elected by the 120 Unit Owners. Board members are volunteers who are elected to oversee the welfare of the entire Tralee Forest Condominium complex. The Board consists of a President, Vice President, Secretary, Treasurer and Memberat-Large. An election for open Board positions is held each May at an Annual Meeting of Unit Owners.

NOTE: The list of the current members of the Tralee Forest Condominium Association Board of Directors is posted on the bulletin board in each building.

## Board Responsibilities:

The Board oversees all of the financial aspects of the Association. They approve payment of all invoices over the amount contracted to the Management Agent. They establish the budget for the upcoming year's expenses. Unit Owners can make suggestions for changes to the annual budget. The Board votes to approve the budget. They also establish the monthly fee each Unit Owner is required to pay for the upcoming budget year.

The Board establishes contracts with third-party vendors and oversees the building and grounds maintenance and upkeep of all Common Areas both inside and outside of the five Condominium buildings.

The Board interfaces and works closely with the Building Captains regarding any questions, issues and minor problems within the Common Areas.

The Board monitors compliance with the established Condominium Documents and represents all Unit Owners for the betterment of everyone living in our Condominium complex.

The Board oversees the purchase, repair and/or replacement of the Common Areas' items. The Board is also responsible for the removal of snow, lawn mowing, and cleaning and upkeep of all Common Areas. Trash and recyclable items are disposed of as a Baltimore County service.

## Introduction of the Management Company and Their Responsibilities

#### General Guideline:

The Tralee Forest Condominium Association Board of Directors has hired a Management Company to receive funds, oversee payment of approved invoices, and engage plumbers, electricians, roofers and other maintenance vendors to help maintain all Common Areas within the Condominium complex. The Management Company also receives and maintains Emergency Information for each Unit.

The Condominium Management Company is: Thornhill Properties, Inc. 6301 N. Charles Street, Suite 2 Baltimore, MD 21212

Property Managers: 9 a.m. until 5 p.m. Monday -- Friday

(410) 372-0720

Kathy Pilachowski—Principal Manager kpilachowski@thornhillbaltimore.com

Byron Derbyshire—Assistant Manager bderbyshire@thornhillbaltimore.com

Emergency calls after hours (410) 337-4708

## Management Company Responsibilities:

Our Management Company works very closely with the Board regarding Condominium Association finances. The Management Company collects monthly fees, receives vendor invoices and ensures that all Reserves are funded. At the end of each month, the Management Company sends a monthly statement, which details all monies received and expenses paid, to the Board for their review. In addition to engaging vendors, the Management Agent is notified of and helps resolve problems that arise within the Condominium complex. See the section, "Introduction of the Building Captains and Their Responsibilities," for more information on this subject.

# Introduction of the Building Captains and Their Responsibilities

## General Guideline:

The Tralee Forest Condominium Building Captains are made up of two people from each of the five buildings who volunteer to represent their building and work with the Board of Directors and the Management Agent to assist in managing our Condominium complex.

NOTE: The list of the current Building Captains is posted on the bulletin board in each building.

## **Building Captains Responsibilities:**

Building Captains are volunteers who have agreed to be the eyes and ears of the Board. They meet and greet new Residents and answer any questions new Residents may have. The Building Captains are only concerned with Common Area maintenance, which includes but is not limited to:

- Maintenance needs in the hallways and lobby areas, such as lights out, door handles to stairways or common area rooms needing repair, drywall damage, elevators, etc.
- Maintenance or repairs to the outside of the building, such as shutters missing, siding missing or in disrepair, etc.
- Implementing the snow removal plan.

In the event you notice an issue within the Common Areas, you should report it to your Building Captain. However, if you experience a problem or concern within your Unit, such as a water leak or any other emergency, please contact the Management Agent immediately as it may be necessary to file an insurance claim or arrange repairs. The Management Company will advise you accordingly if the issue is identified as a Unit Owner's expense.

Management can be reached from 9 a.m. until 5 p.m. at (410) 372-0720. After regular business hours or on holidays and weekends, call the Emergency number, (410) 337-4708, and leave a message. Your call will be returned as promptly as possible.

NOTE: Building Captains are not responsible for performing any maintenance projects themselves. They coordinate and collect building information and bring this information or problems to the Board for them or the Management Agent to address.

## Introduction of the Committees and Their Responsibilities

#### General Guideline:

Committees are established to assist the Board manage specific areas of interest or concerns to the Association. The President is empowered by the Governing Documents to create Standing Committees and appoint Committee Chairs and Members in order to address specific issues and to provide advice, guidance and recommendations to the Board, when required. A Board member is assigned to each Committee for Board liaison purposes. The President has the option to appoint other Standing Committees, as well as Ad Hoc Committees that are task-oriented and cease to exist once the task is completed.

NOTE: The list of the current Committees and Committee Members is posted on the bulletin board in each building.

## Budget/Finance Committee:

The goal is to make recommendations on the financial issues of budget, reserves, insurance, investments, financial reporting and long-term financial planning.

#### Architectural Review Committee:

The goal is to protect the architectural integrity, character and quality of the Community by reviewing requests from Unit Owners for any structural and non-structural "Additions, Alterations, Improvements and Decorations" to their Unit or any Limited Common Element which they have a right to use (e.g., patio or balcony). See the section in this Handbook, "Architectural Changes to Your Unit."

## Landscape and Grounds Review Committee:

The goal is to recommend building landscape and grounds policies and guidelines and to work with a Landscape Architect and individual building landscape sub-committees to enhance and protect property values.

## Decorating Committee:

The goal is to recommend building interior decorating policies and guidelines to enhance and protect property values.

## Residents' Responsibilities

## General Guideline:

Everyone has the responsibility to adhere to the Condominium Documents. The Documents exist to protect the rights of all Residents. When everyone follows the Documents, our community is a great place to live. However, if a Resident constantly does not follow the Documents after it has been brought to their attention, they will receive a warning letter from the Management Company. This letter will outline the violation and what needs to be done to be back in compliance. If a warning letter is ignored, the Resident will be asked to meet with the Board to explain the reason for non-compliance. If the violation is not resolved, a fine may be assessed.

### Front Entrance to Your Building:

Please remember that the front entrances to all buildings are secured with an access code security system. You should make sure when you enter or leave that the front entrance door closes tightly and is secured. You should not prop the front door open for any extended period of time. Not only does this compromise your security, but everyone else's in your building. Various animals such as birds, squirrels and chipmunks could enter your building and even your Unit. Please keep the front door closed and locked. Please remind any contractors you have come into the building to close the front door as soon as they have brought in their equipment/work materials. If you experience a problem with the front door not closing or locking properly, let your Building Captain know about it and call our Management Company immediately. If you exit through the back stairway door on the 1<sup>st</sup> floor, make sure that the door is securely closed.

#### Loud Noise:

There is to be no loud noise, music, radio/TV playing, parties, etc., that would be disturbing to your neighbors. It has been requested that "no home repairs/improvements are to take place before 8:00 a.m. or after 9:00 p.m." Since vibrations from appliances can be transmitted Unit-to-Unit, it would be appreciated if this courtesy were extended to the use of washers, dryers and other vibration-producing appliances.

#### Maintaining Drains:

Unit Owners occasionally experience backups in kitchen sinks. The main culprit is the accumulation of grease in the main "common" drain. Clogged drains can cause damage in Units and are expensive to unclog. To prevent backups, obtain a product from a local home improvement store designed to unclog drains and keep them flowing. Some are enzyme-based products that upon addition into drains will immediately begin removing fats, oils, grease and sludge, such as from garbage disposals. They also work on hair and soap buildups in bathrooms.

## Residents' Responsibilities - cont.

In order to get to the "common" pipes, the product must go through Residents' pipes.

#### Cars:

Please inform your Building Captain regarding the type and license plate number of any car you own. Building Captains may need to ask you to move your vehicle(s) to assist Residents moving in/out, to accommodate maintenance or repair vehicles (e.g., when cleaning or repairing gutters or replacing shutters, etc.) and clearing areas for snow plowing before or after a storm.

## Going on Vacation:

If you are going on vacation or will be away from your Unit for a long period, please let your Building Captain and a neighbor know when you are going and how to reach you in an emergency. This way we can watch over your Unit for any strange activity. Also, we would hope that you would leave your key with your contact person while you are away so that we could call someone to enter your Unit in case of an emergency. Turning off your main water supply before you leave will help prevent any major water leaks in your Unit or into your neighbor's Unit below you. If you have a gas water heater, set the control knob to "PILOT" (if turned "OFF", you will need to light the pilot light upon your return). If you have an electric water heater, also turn off the circuit breaker to prevent further damage in case of a leak. In winter set the Unit thermostat(s) at a minimum of 62 degrees Fahrenheit. If you are going away for an extended time, please park your car(s) away from in front of your building to provide space for others and visitors. In the winter give a set of car keys to your neighbor so that in case of snow, the snow removal plan can be implemented.

## Summary of the Documents

The following sections of this Handbook summarize some of the more important Documents. The restrictions itemized in Article X of the Tralee Forest Condominium Declaration shall prevail in all instances. If you have any questions regarding any of the following subjects, please call the Management Company.

## Disposal of Household Trash and Recyclables

#### General Guideline:

"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." Trash containers are provided by the Association and are located in the trash corral nearest to your building. Blue containers are provided for recyclable items. Please do not use someone else's trash corral. Enough cans have been allocated for all the users of a given corral.

Household Trash is picked up by Baltimore County every Tuesday.

Recyclables, including glass, cans, plastic bottles, papers, etc., are picked up every Thursday. For complete information, go to the County's website: www.baltimorecountymd.gov/recycling.

Electronic items are not to be placed in the trash. Baltimore County requires that any electronic devices be disposed of by placing them in specially marked areas at their landfill or taken to any business that will accept no longer used electronics.

Medical waste is not to be placed in with your trash. You can make arrangements to have this type of item picked up by someone certified to handle medical waste.

## Disposing of Trash:

When placing your trash in the trash corral, please seek out the appropriate trash can starting from the rear of the corral and moving toward the front. Those with a plastic liner bag inside are for household trash. When placing your trash in the corral, please seek a can that is empty or will fit your trash bag. Also, please pull up the plastic liner and make sure that the lid is properly secured after putting in your trash. If you have a cleaning service clean your Unit, please inform them of these procedures for disposing of trash.

Large items, such as lamps, tables, furnishings and appliances, will not be picked up by our trash collectors. It is your responsibility to dispose of bulk items. The County landfill is just a few miles from our Condominium complex (see p.10). You can dispose of large trash items,

## Summary of the Documents - cont.

electronics, fluorescent light bulbs, etc., there. Paint cans, containing liquid or solidified paint, must be taken to the Baltimore County Central Acceptance Facility, 201 West Warren Road, Monday to Saturday, 7 a.m. to 4 p.m. (fenced green-roofed shed on the right upon entering).

## Preparation and Disposing of Recyclables:

Baltimore County utilizes a single stream recycling program. All recyclables can be combined in one recyclable can and will be put out for pick up on Thursday. Items that can be recycled are:

- Newspapers, magazines, phone books
- Cardboard boxes (flattened)
- Glass bottles and cans
- Narrow and wide-mouth plastic containers
- Plastic buckets
- Aluminum foil
- Pie pans
- Beverage cartons and boxes
- Empty aerosol containers

NOTE: NO PLASTIC BAGS CAN BE RECYCLED. Plastic bags interfere with the single stream trash sorting equipment. Please place recyclables in paper bags, not in plastic ones. Plastic bags can be recycled at your grocery store. Also, Styrofoam cups/plates, salad bar plastic containers, foam packing materials, beverage-can plastic rings, pizza boxes if they contain food or grease spots, bubble wrap, plastic overwrap (e.g., for cartons of water bottles), paper or cardboard covered by wax, etc., CANNOT be recycled. Containers that can be recycled should be RINSED to eliminate food and odors which attract animals.

## Cleaning of Trash Corrals:

The Association has contracted with a third-party contractor for putting the trash and recyclables out for collection. They periodically clean our trash corrals. However, please do not leave your trash on the floor of the corral or on top of the cans. Squirrels, rats, raccoons, ants, etc., are all attracted to uncovered garbage or food left on the trash corral floor.

#### YOUR TRASH CORRAL:

We cannot emphasize enough, please do not use someone else's trash corral. Use the trash corral designated for the building where you live.

## Summary of the Documents - cont.

## Parking

#### General Guideline:

Except for the designated Accessible Parking spots, there are no reserved parking spaces anywhere in the Condominium complex. However, it is important to note that every Resident should be able to park his/her vehicle in front of their building. No one should park in front of another building. We would prefer that you park head in when parking in front of a building; backing over the curb makes it difficult to cut the grass.

#### Vehicles:

Vehicles consist of cars, small trucks and motorcycles. Cars and small trucks with commercial signs are not allowed to park overnight unless the signs are removed or covered. Commercial trucks are allowed to park in our parking lots only to load and unload items or while building/Unit maintenance is being performed. They may not park overnight. Small Recreational Vehicles (RVs) are only allowed in the overflow parking areas away from directly in front of a building. Large RVs are not allowed.

## Overflow Parking Areas:

Each Unit is requested to use only one parking place in front of their building. If you have two cars associated with your Unit, only one of the cars should park in front of your building. The second vehicle should be parked across the street or in one of our overflow parking areas. Please respect your neighbors and follow these parking rules. Suggestion: If you are going away on vacation, please park all of the vehicles you will not be using in the overflow parking areas. This will ensure that Residents and visitors will be able to park in front of their building.

## **Guest Parking:**

If you have guests visiting for a couple of hours during the day, they can park in front of the building they are visiting. However, overnight guests should park in one of the overflow parking areas. Another approach is for the Resident to park in the overflow area and allow your guest to park in front of your building.

#### Snow Removal Parking:

If we receive more than 2 inches of snow, our snow removal contractor will come and clear the road and parking areas. A plan for snow and ice removal has been developed and is posted on building bulletin boards during the winter months. Please become familiar with the plan. Also refer to the section in this Handbook on "Snow Removal."

## Summary of the Documents - cont.

#### Common Areas

#### General Guideline:

Common Areas are areas of our Condominium complex that are available and can be used by all Residents. These common areas are: the lobbies, halls, stairways, and elevators in all buildings, along with the roadway, parking areas, sidewalks, the front, side and back lawns of the buildings and adjoining lawn and wooded areas within the boundaries of Tralee Forest Condominium. Nothing can be stored on general common property.

Subject to the approval of the Decorating Committee, Residents may hang a wreath on the front door of their Unit and place a small mat in front of their door. No part of the common elements shall be decorated or furnished without the prior written approval of the Decorating Committee (see the section on "Architectural Changes to Your Unit").

#### Use of Common Areas:

The parking lots are to be used to park your cars, small trucks, and motorcycles - vehicles that Residents use every day. Storage of vehicles such as RVs, trailers, motorcycles, large trucks and unlicensed vehicles is prohibited. No motor vehicle shall be washed, rinsed, waxed or repaired within the Condominium complex. Parking lots, walkways and lawns cannot be used for recreational purposes (e.g., playing ball, picnics, sunbathing, tag, throwing Frisbees, golf, etc.). Also, no grills or other cooking apparatus can be operated on any patio or balcony. Nothing can be hung, shaken or thrown from any window or balcony. Customary patio furniture (no umbrellas) is allowed on patios and balconles. Also allowed are: a maximum of four attached brackets for hanging plants between April 1 and October 31, which must contain decorative foliage of a customary nature and appearance; seasonal decorations, approved by the Board; and small thermometers. Hanging pots or planters must be mounted securely within the confines of the balcony railings for safety reasons. No flags, other than the flag of the United States of America, may be displayed on patios/balconies or at the front of the buildings; displays should follow the rules and customs pertaining to the display and use of the U. S. flag. Use of drop curtains and awnings is permitted. The use of awnings is limited to the period from April 1 to October 31. Removal, storage and reinstallation can be done by a contractor of your choice.

## Cleaning of the Common Areas:

The Condominium Association has contracted with a third-party vendor to come into the complex every Friday and clean the Common Areas inside each building. The contractor will vacuum the carpet, wash the front entrance windows and replace any half lights that are out.

Summary of the Documents - cont.

Pet Policy

#### General Guideline:

Residents are allowed to have a maximum of two pets. A pet cannot weigh more than 20 lbs. Pets are to be generally quiet and not disturb other Residents.

## Dogs and Cats:

- All dogs and cats shall be maintained on a leash during its travels. The Baltimore County Bureau of Animal Control will pick up animals roaming at large.
- All excrement deposited by your dogs or cats outside of your Unit/building must be
  picked up and removed by the pet owner. If you have a dog walker, they must pick up
  your dog's excrement or they will be fined. NOTE: if you see someone not picking up
  after their pet, please let a Board member know; corrective action will be taken.
- Dogs or cats are not allowed to be left on the patio/balcony while you are away.
- Dogs are not allowed to continuously bark while you are away.
- Litter boxes for cats shall be maintained INSIDE your Unit and not on the patio or balcony of your Unit. Used cat litter should not be dumped into the trash receptacle.
   It needs to be bagged and then disposed of in the trash can.
- No animal shall be tied up or confined outside on the Common Areas of the community.
- When walking your pets, keep away from Residents' windows and patios.
   (It is requested that pets be walked across the street from the fronts of the buildings.)

Any infraction of these rules should be reported to the Baltimore County Bureau of Animal Control, at (410) 887-7297, and to the Board. Continued failure to adhere to the above rules and restrictions will force the Board into informing the pet owner that the pet must be permanently removed from the Condominium complex.

## Summary of the Documents - cont.

#### Snow Removal

#### General Guideline:

The Board has hired a third-party contractor to remove snow from our development if we receive 2 or more inches of snow. The contractor will clear the parking lots and sidewalks. If there is ice, ice melt will be spread on the parking lots and sidewalks as well.

Snow removal activities by the contractor will begin upon the accumulation of 2 inches or within 1 hour after the storm has stopped. Plowing of the drive lanes (center of the street) will occur first and will continue as necessary during a heavy snow storm.

During a storm, the contractor will shovel the entrance pads and sidewalks to the curb (opening paths to the parking areas). Entrances to trash corrals will be shoveled. After the snow has stopped, the rest of the sidewalks and trash corrals will be cleared.

### Moving Cars Before and After a Storm:

The Association has developed a "Snow and Ice Removal Plan." The plan requires certain parking areas to be cleared of vehicles prior to the arrival of the storm in order to have space for the plows to dispose of the snow. A copy of the plan is posted on building bulletin boards before the first storm is predicted. Please become familiar with the plan. Building Captains will initiate the plan prior to the arrival of a storm. If you are unable to move your car yourself, please give your car key to one of your neighbors to move it for you. Otherwise your car may be snowed in and defeat the purpose of the plan.

## VERY IMPORTANT:

- We are asking everyone to please cooperate and to move your vehicle to the areas designated in the plan for your building.
- If someone clears out a parking space, respect your neighbor and do not park in someone else's cleared out parking space. Under no circumstances should an item be placed in a cleared space to hold it in reserve.
- When clearing out a parking space, do not throw snow on shoveled sidewalks.

Summary of the Documents - cont.

## Moving In/Out

#### General Guideline:

It is important that the person who is moving in or out contact the Building Captain prior to the move. A number of things need to take place.

If the moving Resident does not live on the 1<sup>st</sup> floor, the Building Captain needs to hang the elevator protective pads on the walls and the floor protector on the floor of the elevator.

The Building Captain will also loan the moving Resident the "elevator key" to be used by the movers to keep the elevator door open without propping the door open and shutting down the elevator. NOTE: Please make sure you give the key back to the Building Captain.

The moving Resident or the Building Captain should put up appropriate signs on the bulletin board informing everyone that the elevator may be unavailable at certain times during the actual move. Those Residents who are parked near the front entrance of the building or in the Accessible Parking spaces may want to move their cars so as not to be blocked in for several hours by the moving van. NOTE: If necessary, the van will be moved to let people out of blocked parking spaces.

#### Elevator Pads:

The person moving in or out is responsible for seeing that the elevator pads remain in the building after the move is completed. If the moving company takes the pads the person moving must have them returned or pay for replacements.

#### Moving Fee:

Unit Owners must notify Management seven (7) days before moving in or out. Owners are responsible for any damage done to the Common Areas during a move. A \$100.00 nonrefundable fee is charged and due before moving in or out, which pays for expenses incurred by the Condominium Association to prepare for the moving activity. If advanced notice is not provided, a nonrefundable fee of \$300.00 is charged. Move-ins/move-outs are allowed Monday through Saturday only and may begin at 9:00 a.m. and must conclude at 6:00 p.m. (Continued)

#### Summary of the Documents-cont.

## EVERYONE'S COOPERATION IS NEEDED:

Everyone's cooperation is needed during the move to minimize any inconvenience to the Residents in the affected building. Accommodation must be made for Residents on upper floors who have appointments and cannot use the stairs.

The person moving needs to work with the Building Captain and the Residents to cause as little disruption as possible regarding blocking the front door entrance and having the elevator on "hold." The building's Residents need to assist with the moving Resident's requirements as well. At some point each Resident had to move into their building and cause some disruption. Also, someday you will need to move out and need the cooperation of your neighbors.

## Real Estate and Open House Signs

#### General Guideline:

No Real Estate signs are allowed anywhere on Tralee Forest Condominium property at any time. This includes in front of any buildings. No signs are allowed in Condominium windows or on patios or balconies.

## Signs Near Padonia Road:

One Open House sign is allowed near the front entrance to the Condominium complex. However, this sign must be on the Padonia Road side along the sidewalk. **NOTE**: The above rules are strictly enforced. Any Real Estate signs on Condominium Association property will be seized and disposed of.

#### Signs During a Scheduled Open House:

It is customary for Realtors to place an Open House sign on the lawn by the building for the duration of the Open House only. During the Open House, doors must not be propped open as this jeopardizes the security of all building tenants. Someone needs to sit by the front door and open the door to allow prospective buyers in, or a sign should be posted on the outside of the entrance door advising visitors of the Unit Owner's name and requesting that the entrance pad be used to call the Unit. Upon answering, the Realtor will activate the door release. Do not divulge an access code.

## Summary of the Documents - cont.

#### Condominium Insurance

#### General Guideline:

The Tralee Forest Condominium Association has insurance on all Common Elements of each building, as well as the individual Units, except for any personal contents and any improvements made or installed in that Unit by the Unit Owner or former Residents.

## Condominium Association Insurance Policy:

Currently, there is a \$5000 deductible on the insurance policy carried by the Condominium Association. If the cause of damage or destruction originates from a Unit (e.g., a fire or flood starts in a particular Unit), that Unit Owner will be responsible for the Condominium Association's insurance deductible up to \$5000. A Unit Owner is required to have insurance to cover this deductible amount. Proof of insurance to cover this amount is required to be submitted annually to the Management Agent.

#### Reconstruction of the Individual Unit:

The Association insurance covers the rebuilding of each individual Unit as the developer originally built that Unit. It covers the original kitchen cupboards, countertop and appliances, bathroom sinks, toilets, tubs and showers. It includes the original floors, walls, doors and windows. Again, it does not cover any upgrades to any of these items, unless the upgrades were made by the Builder prior to occupancy by the original Unit Owner. For example, if you or another Resident other than the original Unit Owner installed a granite counter top in your kitchen, the replacement countertop and cost will be based on the original counter top as installed by the Builder.

## Unit Owners Personal (HO-6) Policy:

You may want to have insurance to cover all of your personal contents. The Management Agent has provided some endorsement tips you can discuss with your own insurance agent.

- The standard Unit Owner's policy only provides coverage for improvements and betterments from 16 specifically named causes of loss, such as fire, wind, vandalism, etc. Request an endorsement that will improve the standard Unit Owner's policy by providing coverage for improvements and betterments from any cause of loss that is not specifically excluded. This is known as "All Risks" coverage.
- The standard Unit Owner's policy only provides coverage for the Unit Owner's personal
  property from 16 specifically named causes of loss, as above. Request an endorsement
  that will provide coverage for the Unit Owner's personal property from any cause of loss
  that is not specifically excluded. This is also known as "All Risks" coverage. (Continued)

## Condominium Insurance - cont.

- The standard Unit Owner's policy only provides coverage for claims to personal property based upon actual cash value, which is replacement cost minus depreciation. Request an endorsement that improves the standard Unit Owner's policy by paying for claims based upon the replacement cost of such personal property.
- The Unit Owner's policy does not provide coverage for water that backs up from sewers
  or drains. Request an endorsement that improves the standard Unit Owner's policy by
  providing coverage for such water that backs up or overflows.
- The standard Unit Owner's policy only provides \$1,000 of coverage per loss assessment imposed upon the Unit Owner by the Condominium Association for the Association's uninsured liabilities and/or property losses. Request an endorsement that improves the standard Unit Owner's policy by offering up to \$5,000 of loss assessment coverage for uninsured liabilities and/or property losses at a very low cost.

For those Owners who rent their Units, the standard Unit Owner's policy does not cover the Unit Owner for personal property in the Unit if the Unit is regularly rented to others; does not cover the Unit Owner for theft from the Unit rented to others; does not provide liability insurance to the Unit Owner if the Unit is rented more than occasionally as a residence. Request an endorsement that improves the standard Unit Owner policy, by eliminating with some minor exceptions, these problems.

#### Proof of Insurance Coverage:

If your mortgage company notifies you that they need proof of the Association's insurance coverage, you may fax a copy of the letter to (301) 588-5177, or order a certificate from our Insurance Agent's website, www.manougianinsurance.com (select the "Request a Certificate of Insurance" option), or by email, certificate@manougianinsurance.com. Should you have questions about the Association's coverage, or about your own coverage in relation to the Association's policies, you may call Robin Manougian at the John Manougian Agency at (301) 588-6585, ext. 102.

In November 2011, a By-Law amendment was passed requiring Unit Owners to include in their HO-6 Condominium Owner's insurance policy coverage for the \$5,000 Master Insurance Policy deductible. The \$5,000 repayment is required if the master policy is used to repair damage originating in your unit. It is for your protection as well as the Association. If you have not done so, or upon request from the Management Agent, please ask your insurance company to send the required certificate confirming compliance to Thornhill Properties, Inc., 6301 N. Charles Street, Suite 2, Baltimore, MD 21212; fax (410) 372-0727.

Summary of the Documents – cont.

## Architectural Changes to Your Unit

#### General Guideline:

Any changes to the exterior of the building, including Limited Common Areas (patios and balconies) or any changes to any interior element visible from the interior Common Areas require pre-approval from the Board of Directors. To assist Residents who are contemplating changes or need suggestions for maintaining their Unit, the Architectural Review Committee has published a Tralee Forest Condominium Association Unit Owner Technical Reference Guide to provide this information; the Guide is updated periodically. Subjects included are:

- Architectural Guidelines and Restrictions
- Unit Owner Request Forms
   Unit Owner Interior Decorating Procedures
   Unit Owner Landscape Procedures
- · Painting/ Carpeting (patios and balconies)
- · Awnings and Drop Curtains
- Screen Doors
- Replacement Windows and Doors
- Common Area Treatments
- Accessible Parking Policy
- Hot Water Heaters
- Telephone Assignments for Fire, Entrance Doors and Elevator
- Miscellaneous Replacement/Repair Items Information
   (e.g., hinges for kitchen and bathroom cabinets and bottom seals for patio/balcony and
   Unit entrance doors)
- Information for Building Captains

The Guide is maintained by your Building Captains and may be borrowed for review. If you need further clarification or assistance, contact the Chair of the Architectural Review Committee.

Summary of the Documents - cont.

### Renting Your Condominium Unit

#### General Guideline:

Unit Owners who plan to convert their Unit to a Rental Unit must obtain a license from Baltimore County and abide by the rules and regulations established by the County. The Tralee Forest Condominium By-Laws require a minimum one-year rental agreement for any Unit Owner who wants to rent their Condominium Unit. The Unit Owner needs to have a signed rental agreement stating the rental period is for a minimum of one year. The Unit Owner needs to Inform the Management Company of the Renter's name and contact Information.

The Unit Owner also has the responsibility to inform the Renter about the Tralee Forest Condominium Documents. The best way is to ensure that the Renter receives a copy of this Handbook and tell them it is a requirement to read it and adhere to the Condominium rules and regulations.

## Some of the More Important Rules to be Followed Are:

- Only one car per Unit should be parked directly in front of your building.
- Use the proper trash corral assigned to your building.
- Pets are limited to two per Unit with a weight limit of 20 pounds each. Also, pets must be kept on a leash when outside of your Unit and pet owners must pick up their pet's droppings.
- Common Areas are not to be used for playing games, running up and down the stairs, using the elevator for games, or playing of games on the lawns or in the parking lots.
- Excessive noise is prohibited.

#### Baltimore County Law Requires CO Alarms In Rental Units:

The Baltimore County Council has legislated that owners of rental property install carbon monoxide (CO) detectors in the areas outside of each sleeping area. The detectors may be hardwired with a battery backup; plugged into an electrical outlet not controlled by a switch, with battery backup; or battery powered. Property owners must certify their compliance in writing. The Renter is responsible for maintaining CO detectors.

#### Carbon Monoxide Alarms

## Baltimore County Law Requires Carbon Monoxide (CO) Detectors:

Baltimore County requires multifamily dwellings using fossil fuels to have CO detectors installed in the area outside of, and audible in, each sleeping area in a housing unit.

#### What is Carbon Monoxide?

Carbon monoxide (CO) is a poisonous gas that is odorless, colorless and tasteless. It is a common byproduct of incomplete combustion, produced when fuels (oil, gas, coal or wood) burn. Gas or oil appliances, such as furnaces, clothes dryers, water heaters, ranges, ovens or space heaters, can produce it. Fireplaces and wood-burning stoves can produce it.

If appliances are working properly and your dwelling is vented correctly, CO should not be a problem. But a clogged chimney, improper venting or an appliance malfunction can cause a buildup of CO. In some cases, problems arise even if appliances are working properly, due to problems such as the re-circulation of exhaust, back drafting and lack of fresh air in the home. Using a gas stove as a heat source can easily cause unhealthy levels of CO. Groups especially vulnerable to CO poisoning include children, the elderly and people with heart and lung problems.

## What Are The Symptoms of CO Poisoning?

Because you can't see, taste or smell it, CO can make you sick – or even kill you – before you know it is there. The symptoms are often flu-like and include headaches, dizziness, weakness and fatigue, shortness of breath, nausea, confusion and irritability.

#### CORRECTIVE ACTIONS:

If you experience any of these symptoms and suspect that CO may be a factor or if your CO DETECTOR SOUNDS AN AUDIBLE ALARM, do the following

- Call 911 immediately.
- Open the doors and windows to ventilate the area and leave your Unit.
- Do not re-enter until experts have investigated the problem and declared it safe to return.

Test your alarm monthly by pushing the test button. If your alarm goes off, never ignore it.

## Helpful Hints and Courtesies

# Robo Calling - Automated Contact Phone Calls

"Robocall" is a term for a phone call that uses a computerized auto-dialer to deliver a prerecorded message. The Management Agent has contracted with a vendor to provide notification to all Units when automated phone service is appropriate; e.g., when a snow storm is pending, an emergency situation arises, etc. For those with Caller ID service, the call will appear as 877-698-3261; if not answered, the message will record if you have a recorder. Upon receipt of a call, Residents are asked to react as directed.

#### Smoke Detectors

Smoke detectors are required and were installed by the Builder according to the building code at the time of construction. Our smoke detectors are hard-wired into each Unit's electrical system and have a 9-voit battery backup. When the battery weakens, the detector will "chirp", indicating that the battery should be replaced. To avoid the inconvenience when chirping begins at an inopportune time, replace the batteries at least once a year. For instructions on how to replace a battery, consult your Building Captain. Detectors should be tested frequently (monthly is recommended) by pushing the test button on the unit.

## Air Duct Cleaning/Dryer Vent Cleaning

According to the American Lung Association, molds, bacteria, viruses, pollen, dust mites, and animal dander promote poor indoor air quality. HVAC systems are frequent sources; when inhaled these agents can lead to breathing problems.

It is important that dryer vents are cleaned periodically to keep them free and clear of lint build-up. When dryer vents are clogged with lint, they are at an increased risk of being a fire hazard. Also, the accumulation of lint can dramatically increase the amount of energy used to dry clothes.

It is recommended that you periodically contact a licensed duct/vent cleaner.

#### Gas Fireplace Cleaning

It is recommended that gas fireplaces be cleaned to check for carbon monoxide and gas leaks, to remove soot and dust, add new glowing embers and increase efficiency. Licensed gas fireplace specialists are available to perform this service.

Helpful Hints and Courtesies - cont.

#### **Bird Feeder Guidelines**

Bird feeders can attract squirrels and other animals. The following guidelines have been established to minimize animal damage to our property and trash corrals:

- Bird feeders should be at least 50 feet from any trash corral.
- Bird feeders should be located as far away from a building as possible towards or into the tree line.
- DO NOT hang a bird feeder from a tree.
- Hang the bird feeder using a metal hanger with a baffle.
- If you put up a bird feeder, monitor and fill it at least weekly.
- If a bird feeder is not in use for a season, take it down.
- Keep the bird feeder in good condition; if damaged, repair or replace.
- DO NOT ground feed squirrels or any animals anywhere.

#### Animal Alert

Chipmunks, mice and squirrels can build nests and cause damage under the hoods of cars. Cars that have been stored or not operated for a time are particularly susceptible. If this is applicable to one of your vehicles, take steps to minimize the chance of damage; if stored for an extended period when you are away, consider having a neighbor start your vehicle periodically to keep animals away and also to maintain the charge on your battery.

#### Road Care

It has been observed that the asphalt in the parking areas can become discolored and possibly damaged due to oil leaking from cars. While visitors and delivery trucks can contribute to the problem, the problem occurs primarily with Residents' vehicles. To prevent damage and minimize future repair costs, please keep your vehicle in good order and have it repaired if you observe that it is contributing to the problem.

## Helpful Hints and Courtesies - cont.

## **Holiday Decorations**

The following guidelines have been established for the display of holiday decorations:

- All outdoor seasonal lighting displays are to be white lights only (no colored or blinking lights).
- Holiday wreaths, garlands and trees are permitted on patio/balconies.
- White electric candles in windows are permitted.
- No inflatable objects are permitted.

Any other display requests are to be submitted to the Board of Directors for approval.

## **Bulletin Board Etiquette**

Bulletin boards, located in each building lobby, are the property of the Association and are primarily for providing official Association communications to Residents. In certain circumstances, Residents may also post on the bulletin boards material of general information, within the following guidelines:

- The material is dated and contains the name of the responsible Resident. The material shall be removed after 10 days. Building Captains are responsible for monitoring bulletin boards.
- If the Resident fields that the material should remain longer than 10 days, the Resident should obtain Board approval.
- Material considered political, religious or an advertisement should not be posted.
- Residents may refer service providers whom they might recommend; please date and leave your name for reference.
- Postings should not exceed 8 ½ X 11 inches in size.

## 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 or Article X hereof.
- (ii) Notwithstanding any provision of federal, state or local law which characterizes the operation of a family day care home as a residential activity, no Unit, or any part thereof, shall be operated as a family day care home or for the provision of any other day care service(s) in return for compensation of any kind.
- (iii) Subsection (a)(ii) of this Article X may be modified or entirely eliminated and the operation of family day care homes may be approved, conditionally or unconditionally, by a Majority of the Unit Owners by a vote of such Unit Owners under the voting procedures contained in this Declaration and the By-Laws of the Condominium Association. Any such action shall be taken at an annual meeting of the Condominium Association or at any special meeting thereof. Such action shall not take effect unless evidenced by an amendment to this Declaration which shall be executed by a Majority of the Unit Owners and recorded among the Land Records of Baltimore County.
- (iv) For purposes of this Section, "family day care home" shall have the meaning set forth in Section 11-111.1 of the Condominium Act.
- (b) <u>Signs</u>. 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 or Article X 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 for any parking areas provided for such purpose. 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.
- (d) <u>Compliance with Condominium Documents and Laws</u>. 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 anylaw, 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.
- 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 therefor 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.
- (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, bred or 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) <u>Use of Common Areas</u>. 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 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, except that any recreational easement area may be used to the extent permitted by the PUD Association. 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.

- 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.
- 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 reasonable notice, 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.
- 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.
- Antennae. No radio aerial, antenna or satellite or other signal receiving dish, or other serial 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:
- 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 focation 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.
- (n) <u>Distribution of Written Information or Materials</u>. Until the Unit Owners elect officers or a Board of Directors in accordance with Section 11-109 (c) (16) of the Condominium Act, no Unit Owner may distribute any written information or materials regarding the operation of or matters relating to the operation of the Condominium Association in any manner or place which the Board of Directors uses to distribute written information or materials, excluding, however, door-to-door distribution. From and after the date that the Unit Owners elect officers or a Board of Directors pursuant to Section 11-109 (c) (16) of the Condominium Act, the Board of Directors may regulate the time of distribution and impose any other restrictions which are permissible under Section 11-113 of the Condominium Act, as amended from time to time and any other applicable law.

## ARTICLE XI. GENERAL PROVISIONS

- (a) <u>Condominium By-Laws Amendments</u>. 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 Eligble Mortgagees, each such Eligible Mortgagee to have the number of votes appurtenant to the Unit or Units upon which it holds a Mortgage or Mortgages. The term "Material Change" shall include a change to any of the following provisions:
- (i) voting rights (except for a reallocation of voting rights in connection with the consolidation of two Single Units or the subdivision of a Double Unit pursuant to Paragraph (f) of Article III hereof, in connection with the expansion of the Condominium pursuant to Article VIII hereof, in connection with the failure to rebuild a Unit following a casualty pursuant to paragraph (c) of this Article XI, or in connection with the condemnation of part of the Condominium pursuant to Paragraph (e) of this Article XI);
- (ii) increases in assessments that raise the previously assessed amount by more than twenty-five percent (25%); assessment liens, or the priority of assessment liens (except for an allocation of the costs of utility services in Subsequent Stages on the basis of usage, pursuant to Subparagraph (c)(ii) of Article IV hereof, and/or an allocation of the costs of cleaning, maintaining, repairing and/or replacing Limited Common Elements in Subsequent Stages to the Unit Owner(s) having the exclusive right to use such Limited Common Elements, pursuant to Subparagraph (c)(ii) of Article IV hereof);

# OF TRALEE FOREST CONDOMINIUM, INC.

THIS AMENDMENT TO THE DECLARATION OF TRALEE FOREST CONDOMINIUM, INC. is made this 21st day of October, 2009.

WHEREAS, the Declaration and By-Laws of Tralee Forest Condominium Association, Inc. were recorded among the Land Records of Baltimore County, Maryland, in Liber 16690, folio 245, et seq. creating Tralee Forest Condominium (the "Condominium");

WHEREAS, the Condominium on the 21st day of October, 2009, by the requisite vote of the Unit Owners, resolved to and did amend the Declaration of the Condominium;

NOW, THEREFORE, WITNESSETH: that the Declaration be and is hereby amended to provide as follows:

1. ARTICLE X, USE RESTRICTIONS (h), currently states as follows: 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 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, except that any recreational easement area may be used to the extent permitted by the PUD Association. 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.

ARTICLE X, USE RESTRICTIONS, (h) is hereby deleted in its entirety and the following inserted in lieu thereof: <u>Use of Common Areas</u>. The common halls, 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. The lobbies may be used for community events subject to the approval of the

Board of Directors. Lawns and landscaped areas shall not be used for sunbathing, picnicking, play, or similar purposes, except that any recreational easement area may be used to the extent permitted by the PUD Association. 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.

ARTICLE X, USE RESTRICTIONS (I), currently states as follows: 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.

ARTICLE X, USE RESTRICTIONS (I), is hereby deleted in its entirety and the following is inserted in lieu thereof: Personal property on Limited Common Elements (Patio or Balcony). No unit owner or resident shall place, display, attach, mount, or store any clothing, sheets, blankets, laundry, curtains, rugs, towels, lags (except for the flying of the flag of the United States of America and flown in accordance with federal and/or state laws with respect to standard Flag Etiquette), wind chimes, permanently attached fans, furniture, posters, pictures, paintings, lights, grill or other cooking apparatus, speakers, trash, bottles, garbage or any other articles of personal property or any accourtements or ornaments of any kind on a Limited Common Element (Patio or Balcony) walls, ceiling, floor, windows, window frames and sill, door, door frame, screens and railings appurtenant to a Unit.

This restriction shall not be construed to prohibit a Unit Owner from placing and maintaining customary outdoor furniture (excluding umbrellas) and a maximum of four attached brackets for hanging plants between April 1<sup>st</sup> and October 31<sup>st</sup> and must contain decorative foliage of a customary nature and appearance, seasonal decorations, approved by the Board, and small thermometers on a patio or balcony appurtenant to a Unit. Hanging pots or planters must be mounted/placed so that the plants are maintained securely within the confines of the balcony railings only and Unit Owners are cautioned to be mindful of potential personal liability concerns for falling objects causing damage or personal injury to those below the balcony. The Board reserves the right to require any Unit Owner to seek approval for any object placed on a patio or balcony appurtenant to a Unit and the Board of Directors reserves the right to enact further rules and regulations regarding the placement and use of such objects.

## CERTIFICATE OF APPROVAL

The undersigned, as the Secretary of the Condominium, hereby certifies that he/she is the Officer designated in the aforementioned Declaration to count the votes of the Council of Unit Owners for which due notice was given to the unit owners and that the foregoing Amendment to the Declaration was approved by unit owners having the required percentage of the votes of the Condominium, all in accordance with the Maryland Condominium Act and in accordance with the Declaration of the Tralee Forest Condominium Association, Inc.

ATTEST:

TRALEE FOREST CONDOMINIUM ASSOC...

INC.

resident

Secretar

STATE OF MARYLAND

to wit:

COUNTY OF: Baltimore

I HEREBY CERTIFY, that on this day of october, 2009, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared James Sasiadek and Marie Jackson, who acknowledged that he and she are the Secretary and President of the Board of Directors of Tralee Forest Condominium Association, Inc., respectively, and that he and she, as Secretary and President, being authorized so to do, executed the foregoing instrument herein contained by signing for the Condominium in their representative capacity.

AS WITNESS, I have hereunto set my hand and Notarial Seal.

Notary Public

My Commission Expires:

6-12-2041

After recordation please forward to: Tralee Forest Condominium P.O. Box 882

Pasadena, MD 21123

CHERYL L. SCHAFFER Notary Public Battimore County Maryland

My Commission Expires Jun 12, 201

# TRALEE FOREST CONDOMINIUM Agreement and Indemnification

	he owners of the condominium unit # one or both):	in building #	Trales Road desire to have		
0	Awning/curtain (Blenheim Buildings)				
	The ceiling above my patio/balcony painted with the recommended treatment				
	The patio/balcony floor painted with the recommended treatment				
	Storm door (New Castle Style Buildings)				
	ideration of permission to have the treatmereby agree on behalf of myself/ourselves,				
1.	To have the treatments performed according to the standards and restrictions contained in the Architectural Guidelines (a copy of which is attached), and not to deviate from the Architectural Guidelines without prior written approval of the Board of Directors.				
2.	To maintain, repair and replace the patio/balcony in such a manner that it remains safe, clean and of good appearance, and to pay all costs and expenses incurred in treating, maintaining, repairing and replacing the balcony/patio.				
3.	To grant the Association, its agents or employees the right to maintain, repair or replace the balcony/patio in the event that I/we fail to properly maintain it; provided the Association will take no action to maintain the balcony/patio without prior written notice to me/us, and without prior approval of the Board of Directors. All costs and expenses incurred by the Association shall be assessed against me/us and will be my/our responsibility to pay them, including attorneys' fees.				
4.	To provide adequate insurance to protect against any and all personal injury and property damage which might be sustained to persons, the general and/or limited common elements and my/our unit as a result of the treatment(s) to the balcony/patio, and to hold the Association harmless from any and all claims for injury or damage which may arise from the treatments.				
AS WT	INESS my/our agreement to the above-wr	ritten terms and condition	ns.		
Date:		Signature:			
Date:_		Signature:			

NOTE: All owners of the unit must sign.



DRAPERIES
TRAVERSE CURTAINS
WINDOW SHADES
VENETIAN BLINDS
SOAT CUSKIONS

## REAR 1600 E. FEDERAL STREET • BALTIMORE, MD. 21213 PHONE: 732-4788

BELOW ARE SPECIFICATIONS:

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## TRALEE FOREST CONDOMINIUM BLEMHEIM BUILDING

MATERIAL: Sumbrella Forest Green 4637

SIZES 3rd floor 8'7" wide, 4'9" drop, 3'6" extension

2nd floor 8'7" wide 4'9" drop, 3'6" extension

1st floor 8'7" wide, 3'9" drop 3' extension

Awnings to have a 9 inch skirt, and to have side panels and a scalloped edge on sides and front. Awnings must have outside ropes.

Awnings to be erecred the first week of April and must be removed the last week of October

IF you desire to purchase an awning, prior to installation, you must receive written approval in accordance with the ByLaws.

For sum of \$ 552.00 each plus sales tax \$ 27.60.

#### NEW CASTLE BUILDING

SIZES 4th floor 12' wide, 3'6" drop 2'9" extension

3rd floor 12' wide, 4'9" drop 3'6" extension

2nd floor 12' wide, 4'9" drop 3'6" extension

1st floor 12' wide, 3'9" drop 3' extension

For sum of \$ 640.00 eaxh plus sales tax \$ 32.00

SIDE ROLL AWNINGS 2nd floor 8'6" x 5'8"

3rd floor 8'6" x 5'8" 4th floor 8'8" x 3'6"

Same Meas. 2nd Floor 1ST FLOOR walk Under

3rd Floor 4th Floor overhang

WHILE ALL OF DUE MATERIALS ARE TREATED AGAINST HILDEW, THERE IS NO GUARANTEE EXCEPT CARE. HEVER LEAVE YOUR AWHINGS ROLLED UP WHILE WET AND MEVER STORE THEM AMAY UNLESS ABSOLUTELY DAY. STORE DOLL IS A DAY PLACE.

NO AWNING MATERIAL IS GUARANTEED ASSOLUTELY WATERPROOF. IT IS KNOWN TO BE WATER REPELLANT. BUT, SNDER CERTAIN CONDITIONS, WATER MAT BEEF THROUGH THE FABRIC.

MINUTE FIN HOLES, SCHETIMES NOTED IN THE FABRIC, ARE SHIPLY THE SPACES SETWERN THE WEAVE OF THREAD IN THE CANVAS AND BY NO MEANS AN INDICATION OF INFERIOR GUALITY.