

**FARMINGDALE CONDOMINIUM, INC.  
MASTER RULES AND REGULATIONS RESOLUTION NO. 2002-1**

**Whereas**, Farmingdale Condominium, Inc. amended and restated its Bylaws on August 22, 2001, and recorded the Amended and Restated Bylaws of Farmingdale Condominium, Inc. on November 21, 2001, among the Land Records of Montgomery County, Maryland in Book 20015 at Page 184, et.seq.; and

**Whereas**, Article III, Section 5 of the Amended and Restated Bylaws gives the Board of Directors all of the powers and duties necessary for the administration of the affairs of the Condominium; and

**Whereas**, Article III, Section 5 of the Amended and Restated Bylaws also gives the Board of Directors the power from time to time to adopt and amend Rules and Regulations deemed necessary for the enjoyment of the Condominium; provided, that such Rules and Regulations shall not be in conflict with the Maryland Condominium Act, the Declaration or the Bylaws; and

**Whereas**, all Rules and Regulations enacted prior to the adoption of the Amended and Restated Bylaws refer to sections in the original Bylaws and thus require updating; and

**Now, Therefore, Be It Resolved That**, it is the intention of the Board to amend Farmingdale Rules and to restate Farmingdale Rules and Regulations completely in this Rules and Regulations Resolution No. 2002-1 in order to correct the citations and references to the Amended and Restated Bylaws. The following rules and are included herein:

**INDEX OF RULES AND REGULATIONS**

**I. RULES:**

1. Balcony/Patio Rules
2. Clubhouse Party Room Rental and Rental Form
3. Collection Policy
4. Duty To Maintain Rule
5. Fitness Center Rules
6. Leasing Rules and Lease Addendum Form
7. No Smoking Rule
8. Parking Rules
9. Pool Rules
10. Satellite Dish Rules and Satellite Dish Application

**II. RULES ENFORCEMENT:**

Rule Enforcement Procedures

**RULE #1. BALCONY/PATIO RULES**

A. Common Elements: The common elements of the Association e.g. roads, buildings, roofs, hallways, everything outside of the balcony and/or patio of a unit and its air space, are owned by the Council of Unit Owners and not by individual owners. No owner or resident may use any part of the common elements of the association for his/her own or exclusive use without the express written permission of the Board. No owner may install any decorations such as flags, planters, gardens,

lights, signs or any other materials upon any of the common elements. No owner may penetrate any common element walls, siding, brick, wood, fence or other material that constitutes a common element.

B. Limited Common Elements: Balconies/Patios. A balcony/patio is a limited common element and as such is under the control of the Board of Directors. Anything placed on a balcony/patio is done at the resident's risk and is subject to removal if the Board of Directors considers it unsuitable. The purpose of establishing the following rules is to maintain the overall uniform appearance and value of the buildings.

1. The metal railing of the brick buildings is to remain in its anodized brown finish and is not to be repainted. The only painting to be done to those railings will be under the direction of the Board of Directors at a time and date established by them.

2. Any request for protective screening behind the railing or balcony wall must be submitted to the Board of Directors for their written approval.

3. Appropriate exterior-type furniture will be allowed, but must be kept orderly and in good visual repair.

4. Planter boxes and flower pots are allowed, however, for safety reasons, they shall be placed so that their tops are below the top of the balcony and if affixed to the railing or balcony wall, must hang inside the balcony or patio only.

5. Any plants on individual balconies and patios must be kept in acceptable containers and in good condition. After the growing season, dead plants must be removed.

6. Nothing shall be stored upon the balcony or patio including clothes or boxes, provided, however, that firewood stacked no higher than the top of the railing or balcony wall ledge and up to two bicycles shall be permitted.

7. Nothing shall be draped over the balcony or patio including rugs, towels or plants.

8. Nothing shall be hung by penetrating any wall whether brick or siding, vinyl or aluminum, any ceiling whether concrete or wood, any balcony railing or balcony wall whether wood, siding, vinyl or aluminum. Only hanging planters twelve inches (12") or less in diameter may be hung from wood ceilings provided that such planters and their contents hang within the confines of the patio or balcony. No swings, bicycles, birdbaths, decorations, ornaments (except temporary holiday decorations), toys, ladders, or any other materials may be hung in or on any patio or balcony.

9. Mop shaking, broom shaking and disposal of wastes over the balcony are prohibited.

C. Trash Rooms. All garbage should be put in plastic bags, securely tied; boxes must be cut and collapsed and then placed in the trash toter; recyclables should be emptied into the recycling toter and newspapers should be bundled and deposited in the newspaper toter.

D. Bird Feeders/Bird Seed. As bird feeders and bird seed are known attractions for rodents and vermin, as well as causing accumulation of bird droppings in a limited area and often result in

spillage of bird feed, all bird feeders whether attached to or located on common elements or limited common elements must be removed, use of bird seed either in feeders or loose is no longer permitted and henceforth no bird feeders may be installed in the community or loose bird seed or other hanging feeders such as suet used or hung in trees.

E. 1. Fines. Any unit owner whose unit, residents or family is found and notified to be in violation of these rules may be subject to a fine not to exceed Twenty-five Dollars (25.00) for the first violation, Twenty-five Dollars (\$25.00) for the second violation, Fifty Dollars (\$50.00) for the third violation and Eighty-five (\$85.00) for each subsequent violation.

2. Repairs. Any unit owner whose unit, residents or family is found and notified to have caused damage to any common element or limited common element by violation of these rules shall be responsible for the cost of repair and restoration of such common element or limited common element.

## **RULE #2. CLUBHOUSE RENTAL RULES**

1. The clubhouse may be reserved by Farmingdale Condominium owners and designated renters. Renters of Farmingdale must have a letter of authorization from the unit owner or management agent.

2. The clubhouse may be reserved for:

A. A private party.

B. Use by small clubs or organizations for groups of fewer than 49 people, if the owner or designated renter is a member of the club or organization, and is present at the function.

3. The clubhouse may not be used for any function that requires an admission fee, contribution (except for community events) for any type of financial gain.

4. Tentative reservations will be accepted in writing to Affiliated Property Management at 18211 Chalet Drive, Germantown, Maryland 20874. Reservations will be confirmed upon receipt of a signed Application with a \$30.00 per hour non-refundable usage fee. \*The \$300.00 security deposit will be refunded following (a) inspection of the clubhouse on the next business day after rental, confirmed review per rule 19 and (b) processing of a check request from the site manager to the management company which processing will be accomplished within 12 days. There is a \$50.00 per hour (any part thereof) fine for failure to vacate on a timely basis.

5. A Reservation must be received 12 days before the event or it will not be accepted. Reservations are on a first-come, first served basis. Reservations can be made up to 6 months in advance.

6. All refundable fees will be deposited into a special account, pending any necessary action by the Board of Directors or Management, and returned within 12 days after the function.

7. The security deposit refund will be withheld when the existence of any of the following has been determined:

(i) Any violation of the rules and regulations for use of the clubhouse and/or instructions for clubhouse use.

(ii) Any damage or disorder to the clubhouse, its furnishings or fixtures, or surrounding area.

8. Any repairs or restoration (e.g.: carpet spills, scuffs) to the clubhouse or surrounding areas shall be made only by persons authorized by Farmingdale Management, and at a time specified by Farmingdale Management. If the cost of repairs or cleaning exceeds \$300.00, an additional assessment will be made. Any assessment will be due and payable upon notification.
9. Any appeal of damage determination and/or assessments must be made to the Farmingdale Board of Directors, in writing, within 12 days of notification of such damage determinations and/or assessments.
10. Notice of cancellations must be given at least forty-eight (48) hours in advance of date to secure a full refund of rental fees and deposit.
11. The person who reserves the clubhouse is responsible for the following:
  - (i) Remaining at the Clubhouse during the entire rental period.
  - (ii) The conduct and actions of the guests.
  - (iii) Ensuring that alcohol is not served to minors.
  - (iv) Ensuring that there are no more than 49 people in the party room including caterers, servers or musicians.
  - (iv) Maintaining the appropriate level of noise i.e. no levels of music or other sound devices may exceed 55 decibels.
  - (v) Responding to requests from the guard to decrease noise or to stop the party.
  - (vi) Ensuring proper behavior until attendees leave Farmingdale.
  - (vii) Notifying guests where they may legally park as illegally parked cars can be towed.
  - (viii) Ensuring that there is no smoking or use of any tobacco products in the building.
12. Any violation of these rules and regulations will result in suspension of all rental privileges for a time period to be determined by the Board of Directors.
13. The billiard room, exercise room, saunas and pool areas are for the sole use of the residents of Farmingdale only. These areas will not be part of any rental. Functions must be over and the building cleaned and vacated by the end of your rental time period. The clubhouse may not be rented beyond 1:00 a.m.
14. No animals or pets of any kind are permitted in the clubhouse except seeing-eye dogs for the blind.
15. All trash must be removed and placed in the trash building next to the clubhouse.
16. All vehicles of guests attending the function must park on Dairymaid Drive (a county street) rather than in parking areas for Farmingdale residents.
17. Before the scheduled function begins, it is your responsibility to inspect the clubhouse and surrounding area with the security guard or agent of Farmingdale. Note any damages or unsatisfactory condition of the clubhouse or surrounding area on the inventory checklist, which will be used at inspection time. After your inspection is completed, sign it and return it to the security guard. After the function, the clubhouse and surrounding area will be reinspected again for damages and cleanliness. A broom and dustpan are provided in the security office.

18. When the function is over, you must ensure that the floors, counters, etc. are clean and free of debris. All furnishings are to be arranged in original positions, and all trash collected and removed from the building. Please allow any fires in the fireplace to burn out a minimum of two (2) hours prior to the end of the function. **DO NOT CLEAN OUT THE FIREPLACE!**

19. The following amounts will be deducted from the security deposit for the violations listed. All other items not listed will be actual cost of repairs or replacement.

- (i) Failure to remove trash.....\$25.00
- (ii) Failure to abide by rule 16 (Parking).....\$35.00
- (iii) Failure to vacate building by the end of rental time for any hour or part thereof \$50.00.
- (iv) Failure to abide by noise regulations so that the police were called in or the guard had to terminate the function.

20. The usage fee and security deposit can change at any time, at the discretion of the Board of Directors.

21. Helium balloons may be used inside the clubhouse; provided, however, that if balloons escape and must be retrieved from the ceiling, the cost for same will be deducted from the security deposit.

22. Decorations are permissible. Masking tape should be used as it will not remove paint. No holes in the walls or tears in the paint or drywall are permissible.

**FORM**  
**APPLICATION FOR PRIVATE USE OF THE CLUBHOUSE**

I, \_\_\_\_\_, owner/tenant, of \_\_\_\_\_  
of Farmingdale, do hereby request that the Farmingdale Clubhouse be reserved in my name and for my personal use for the following event, at which I will be in attendance.

DATE OF EVENT: \_\_\_\_\_ ANTICIPATED NO. OF GUESTS: \_\_\_\_\_  
START TIME: \_\_\_\_\_ A.M./P.M. END TIME: \_\_\_\_\_ A.M./P.M.  
(NO LATER THAN 1:00 A.M.)

PURPOSE: (BE SPECIFIC AS TO TYPE AND PURPOSE OF AFFAIR):

\_\_\_\_\_  
\_\_\_\_\_

- I WILL BE SERVING ALCOHOLIC BEVERAGE or
- I WILL NOT BE SERVING ALCOHOLIC BEVERAGES (check one)
- I UNDERSTAND THAT IF NEEDED, I MUST BRING MY OWN ICE.
- I UNDERSTAND THAT IF EQUIPMENT RENTAL WILL BE ARRANGED, DELIVERY AND PICKUP MUST BE CLEARED AND SCHEDULED WITH THE SITE OFFICE.

HOME PHONE NO.: (\_\_\_\_) \_\_\_\_\_ WORK PHONE NO.: (\_\_\_\_) \_\_\_\_\_

I have read the Rules and Regulations for use of the Clubhouse, including the instructions for its use and agree to abide by them. My check for \$100, one-third of the security deposit is attached. I



Article V, Section 3 of the Bylaws provides that the Board of Directors may impose late fees, costs of collection including reasonable attorney's fees and interest up to the maximum rate allowed by the Maryland Condominium Act or other applicable law, with respect to any assessment, or installment thereof which has not been fully paid when due.

Article V, Section 3 of the Bylaws provides that upon default in the payment of any one or more installments of any assessment, the entire balance of said assessment may be accelerated and be declared due and payable in full:

The Board of Directors desires to establish the means and methods of collecting assessments from the owners;

Therefore, it is the intention of the Board of Directors to establish a formal policy and procedure for the collection of condominium assessments as follows:

1. The assessment for the Association shall be an annual assessment collected in monthly installments which are due on the first (1st) day of each month.
2. Any assessment installment or any portion thereof, which shall remain unpaid on the sixteenth (16th) day of the month shall be deemed late and the Association shall impose a reasonable late charge of ten percent (10%) of the monthly installment amount.
3. The Association, or its designated agent, shall send notice of late payment to a delinquent owner on or after the sixteenth (16th) day of the month. The late notice shall be sent to the owner at the address reflected on the Association's records and shall notify the owner that a late charge has been applied to the account. This notice will include the amount of the delinquency payment, the late charge, interest charged at the rate 8% per annum and the total amount remaining unpaid.
4. In the event an owner fails to bring the account current within sixty (60) days, the Association or its designated agent shall refer the account to the Association's legal counsel to pursue legal action. The Association's legal counsel shall serve a notice of intent to create a lien on each owner of record at the address reflected on the Association's records by posting such notice on the property (in accordance with the provisions of the Maryland Contract Lien Act and the Maryland Condominium Act, as may be amended from time to time.) The notice shall state the Association's intent to file a lien against the owner's property and accelerate the balance of the assessment if the delinquent amount is not remitted within the time allotted. The notice may also provide that the Association may pursue other legal action before the expiration of the time allotted, including but not limited to the initiation of a personal suit against the owner for the accelerated assessments, late fees, collection costs, interest and attorneys fees. The owner shall be responsible for all collection costs and attorney's fees incurred, regardless of whether legal action is taken.
5. If the owner fails to remit all payment of the outstanding amounts due as reflected in the notice of intent to create a lien within thirty (30) days after service of such notice, a statement of lien shall

be recorded against the owner's property for the amount of the unpaid accelerated assessment, together with late fees, interest, attorneys fees, collection costs and any and all unpaid charges or fines as may be authorized by the Association's governing documents and duly adopted rules and regulations.

6. The Board of Directors may direct the Association's legal counsel to take legal action to foreclose the lien or to file a personal suit against the owner to collect the unpaid assessments, late fees, interest, unpaid charges, fines, attorneys fees and collection costs.

7. A delinquent owner shall be liable for the payment of all collection costs, including legal and administrative expenses resulting from the owners failure to pay assessments when due.

8. All payments shall be applied to the oldest owed amounts assessed to an owner's account according to the following order of priority:

1. Attorney's fees and collection costs;
2. Interest;
3. Fines and unpaid charges;
4. Special Assessments;
5. Late Fees;
- 6 Assessments.

9. Non-receipt of an invoice or notice shall in no way relieve an owner of the obligation to remit the payment of any outstanding amounts due to the Association.

10. In the event an owner remits a payment which is not honored by his or her bank for any reason, the owner may be assessed a collection cost of \$25.00. In addition, the Association, or its designated agent, may require such owner to remit subsequent payments in the form of a certified check or money order.

11. Pursuant to Article II, Section 15 of the Amended and Restated Bylaws, no owner shall be eligible to vote or be elected to the Board of Directors if he or she is more than thirty (30) days delinquent and the Association has recorded a statement of lien against his or her unit.

12. At the time a delinquent account is two (2) months delinquent, the right of the delinquent owner to use any of the recreational facilities, and to serve on any committee established by the Board shall be suspended until such delinquent assessments have been paid in full, unless relief is granted by Special Resolution of the Board Directors. The Board shall provide the unit owner with notice and the opportunity to be heard consistent with the Maryland Condominium Act prior to the suspension of any of these rights.

13. At the time a delinquent account is two (2) months delinquent, the right of the delinquent owner

to park vehicles in reserved spaces shall be suspended until such delinquent account has been paid in full, unless relief is granted by Special Resolution of the Board of Directors. Management will return suspended spaces between the 17th and the 23rd of the month only. There will be a \$25.00 fee for the removal and return of a reserved parking space. This fee will be charged upon the removal of the reserved parking space with no additional assessment once the space is returned. The Board shall provide the unit owner with notice prior to the suspension of this right.

#### **RULE #4. - DUTY TO MAINTAIN**

Regarding maintenance of condominium units, Article V, Section 5, Paragraph (b) of the Amended and Restated Bylaws provides:

By the Unit Owners. (1) Except for the portions of a Unit required to be maintained, repaired or replaced by the Council of Unit Owners, each Unit Owner shall be responsible for the maintenance, repair and replacement, at the Unit Owner's own expense, of the following: interior walls, ceilings and floors, kitchen and bathroom fixtures and equipment, refrigerator and range, dishwasher, garbage disposers, kitchen fan, washer and dryer, smoke detector(s), window units, lighting, heating, ventilation and air conditioning (HVAC), and those parts of the plumbing system which are wholly contained within and/or serving only the specific Unit, including water supply lines outside of the Unit but serving only that Unit, unless otherwise specifically provided herein. Unit Owners are also responsible for routine maintenance of the following: caulking around tubs and showers, washing machine hoses, dryer vents, HVAC and such other similar equipment located within and serving only the Unit. Each Unit Owner shall keep his or her Unit and its equipment and appurtenances in good order, condition and repair and in a clean and sanitary condition, and shall do all redecorating, painting and varnishing which may at any time be necessary to maintain good appearance and condition of the Unit. In addition, each Unit Owner shall be responsible for all damages to any and all other Units or to the Common Elements resulting from the Unit Owner's negligence, misuse, neglect, abuse or failure to perform any of the maintenance and repairs required to be made by the Unit Owner by this Section. Each Unit Owner shall perform his or her responsibility in such manner as shall not unreasonably disturb or interfere with the other Unit Owners. Each Unit Owner shall promptly report to the Board of Directors or the Managing Agent any defect or need for repairs for which the Council of Unit Owners is responsible.

(2) Patios and Balconies. A patio or balcony which is appurtenant to a Unit and to which such Unit has sole access shall be for the exclusive use of the Owner of such Unit. The Owner of such Unit shall perform the normal maintenance for such patio or balcony including keeping it in a clean and sanitary condition, free and clear of snow, ice and any accumulation of water and shall also make all repairs thereto caused by his or her negligence, misuse, abuse or neglect. All maintenance, repair or replacement which is

structural in nature shall be made by the Council of Unit Owners as a Common Expense, as provided for in Article V, Section 5(a) of the Bylaws.

(3) Unit Owner's Negligence, Misuse, Abuse or Neglect.

(a) If the maintenance, repair or replacement of the Common Elements is necessitated as a direct result of a Unit Owner's negligence, misuse, abuse, or neglect, or indirectly due to an Unit Owner's failure to maintain and/or repair his or her Unit or any part thereof in a proper manner, then upon the affirmative vote of sixty percent (60%) of the members of the Board of Directors, the Unit Owner causing the necessity for such maintenance, repair or replacement of the Common Elements shall be responsible for the payment of such cost. Such cost will be treated as an assessment and may be collected in the same manner as assessments pursuant to the Maryland Condominium Act, the Declaration and these Bylaws.

(b) If the repair or replacement of a Unit component is necessitated as a direct result of another Unit Owner's negligence, misuse, abuse or neglect, or is indirectly due to such Unit Owner's failure to maintain and/or repair his or her Unit or any part thereof in a proper manner, the Council of Unit Owners shall not be responsible for such repair and/or replacement costs. The Unit Owner whose Unit or any component thereof is damaged and in need of repair and/or replacement must seek sole recourse for the repair and/or replacement costs from the Unit Owner whose negligence, misuse, abuse or neglect directly or indirectly caused such damage. However, if the Board of Directors determines that such maintenance or repair is reasonably necessary to protect the Common Elements, to protect other Units, to preserve the appearance or value of the Condominium, or is otherwise in the interest of the general welfare of the Unit Owners, then the Board may proceed with the maintenance and/or repair of the Unit as outlined in Article V, Section b(3) of the Bylaws and the cost thereof shall be assessed against the Owner whose negligence, misuse, abuse or neglect directly or indirectly caused the damage for which maintenance and/or repairs were performed.

(c) Manner of Repair and Replacement. All repairs and replacements shall be substantially similar to the original construction and installation and shall be of first-class quality. The method of approving payment vouchers for all repairs and replacements shall be determined by the Board of Directors.

A. Equipment: Each individual unit is serviced by the following equipment and related components thereof that are connected directly to the individual unit and/or services that unit only:

- (1) individual water supply line;
- (2) heating and air conditioning ("HVAC") system, including the condensate drains (which should be cleaned on an annual basis); compressor (in brick buildings located in the balcony storage closet; in the siding buildings located on the exterior of the condominium building); supply lines to the

compressor and the HVAC system (electric and refrigerant lines);

(3) electrical box that houses the compressor cut-off (in brick buildings located in the balcony storage closet; in the siding buildings located on the exterior of the condominium building);

(4) any and all piping that serves the individual unit only (including, but not limited to, piping connected to showers, bathtubs, faucets, toilets, washers, refrigerators, dishwashers, water heaters, etc.);

(5) any and all duct work for the HVAC system; and

(6) dryer vents;

(7) chimney cleaning - gaining access from the fireplace;

(8) window glass and frame and sliding glass door glass and frame.

B. Repair Responsibility: The Board of Directors, based upon legal advice, has interpreted the above-mentioned document provisions to declare that the equipment noted above and related components that services one (1) individual unit are and shall be considered equipment appurtenant to the condominium unit; and based upon such interpretation, the Unit Owner is and shall be responsible, at his/her own expense, to maintain, repair, or replace the equipment noted above and related components pursuant to Article V, Section 5, Paragraph (b) of the Amended and Restated Bylaws. Therefore, each individual unit owner is responsible, at his/her own expense, to maintain, repair, or replace the equipment and related components which serve his/her individual unit which shall include, but not be limited to the following:

(1) individual water supply line;

(2) heating and air conditioning ("HVAC") system, including the condensate drains (which should be cleaned on an annual basis); compressor (in brick buildings located in the balcony storage closet; in the siding buildings located on the exterior of the condominium building); supply lines to the compressor and the HVAC system (electric and refrigerant lines);

(3) electrical box that houses the compressor cut-off (in brick buildings located in the balcony storage closet; in the siding buildings located on the exterior of the condominium building);

(4) any and all piping that serves the individual unit only (including, but not limited to, piping connected to showers, bathtubs, faucets, toilets, washers, refrigerators, dishwashers, water heaters, etc.);

(5) any and all duct work for the HVAC system; and

(6) dryer vents;

(7) chimney cleaning - gaining access from the fireplace;

(8) window glass and frame and sliding glass door glass and frame.

C. Violations: Violations of this Rule shall be enforceable pursuant to the Enforcement and Due Process Rules of Farmingdale. Sanctions which may be imposed for violations of this Rule may include the cost to repair any damage caused by a violation of this Rule.

## **RULE #5. - FITNESS CENTER RULES**

### DEFINITIONS:

1. The term "resident" shall refer to:
  - A. An owner or lessee of a unit.
  - B. An owner's or lessee's spouse.
  - C. Minor children and/or stepchildren or an owner or lessee.
  - D. Children of an owner or lessee, who has custody (joint or partial) and/or visitation rights.
  - E. Children or stepchildren of an owner or lessee over the age of 18 who use Farmingdale Condominium as a legal address.
  
2. Hours of the Fitness Center will be published in the Association's Newsletter and will be posted on the lobby bulletin board in advance; provided, however, the Fitness Center may be closed at any time with posted notice for emergencies only.

### FITNESS CENTER USE

1. The rules governing the use of the Fitness Center are in the interest of the safety, protection and comfort of all residents. All Fitness Center rules also apply to the "spa". Anyone using the Fitness Center is required to do so in a manner considerate of others and complying with the following regulations.
  
2. The Fitness Center guard is authorized to enforce the rules and regulations for the Fitness Center and has the authority to require anyone who does not comply with the rules and regulations to leave. First offense of the season may result in suspension of Fitness Center privileges for the balance of that day; second offense will result in one week suspension; and the third offense will result in revocation of Fitness Center privileges for the balance of the season. Any revocation resulting from the third offense may be appealed to the Board of Directors.
  
3. All persons using the Fitness Center do so at their own risk and sole responsibility. The Council of Unit Owners and the Board of Directors does not assume responsibility for any accident or injury in connection with such use. The user covenants and agrees with the Council of Unit Owners and the Board of Directors in consideration for the use of the Fitness Center as an added facility and other good and valuable consideration, to make no claim against the Council of Unit Owners and the Board of Directors for or on account of any loss or damage of life, limb or property sustained.
  
4. Residents/owners will be held responsible for any and all actions of their guests. The cost of any property damage will be charged to the responsible party, i.e. resident/owner. The Council of Unit Owners, the Board of Directors and/or owners will not be responsible for loss or damage to any personal property of any kind.

5. Minors under the age of sixteen (16) must be accompanied by an adult at least eighteen (18) years of age in the Fitness Center.
6. No food, gum or glassware of any kind are permitted in the Fitness Center. Covered drinks such as water bottles are permissible. Empty cans must be placed into designated trash receptacles.
7. No alcoholic beverages are permitted in the Fitness Center.
8. No abusive language or behavior will be tolerated, nor will excessive noise or behavior that interferes with the comfort and enjoyment of the facility by others.
9. The guard has the authority to bar any person, resident or guest, from the Fitness Center due to overcrowded conditions, or for any violation of the Rules and Regulations or for any other behavior which in the judgment of the guard constitutes a hazard to persons or property.
10. Radios and all audio-visual equipment will be permitted provided they are played at a reasonable and low volume level.
11. Photo IDs must be handed in to the guard upon entering the Fitness Center. No one will be permitted into the Fitness Center without an ID. IDs will be returned upon leaving the Fitness Center. (Daily guest passes will not be returned at the end of the day.)
12. All photo IDs may be picked up at the site office according to hours posted by the Board on Association bulletin boards and/or published in the Association's newsletter or mailing. Season passes will be issued to each resident at no charge. A fee of \$10 will be charged to replace a lost season pass.
13. Daily guest passes may be purchased at the site office in advance. You will not be reimbursed for daily guest passes not used. In addition, guard will have up to 25 passes available on a first come first served basis for \$1.00 each. Guest passes may not be used by an owner or resident not otherwise entitled to use the Fitness Center because his or her unit is delinquent on his or her condominium dues account.
14. The guard will be given a complete list of all Farmingdale residents authorized to use the Fitness Center; owners and tenants of owners delinquent in payment of condominium dues will not be included on this list.

#### **RULE #6 - RULES AND REGULATIONS REGARDING LEASING**

1. An Owner may only rent a Unit in its entirety; no fraction or portion may be rented.

2. All leases shall be on forms approved by the Association and shall include a Lease Addendum Form in a form designated by the Association.
3. Each Owner interested in leasing his or her Unit shall enter into a written lease for an initial term of not less than 12 months.
4. Any Owner who leases his or her Unit must, within five (5) business days after signing the lease, supply a copy of such executed Lease and an executed Lease Addendum Form to the On-Site Management Office or the Board of Directors.
5. All Owners leasing their Units shall bind all lessees to the provisions of the Declaration of Condominium, Articles of Incorporation, Bylaws, as such may be amended from time to time, and any duly adopted rules and regulations by utilizing the Association's approved Lease Addendum, which shall include the following provisions:
  - a. All provisions of the Declaration of Condominium, Articles of Incorporation, Bylaws and any duly adopted rules and regulations, as the same may be amended from time to time, which govern the conduct of Owners and which provide for sanctions against Owners shall apply to tenants. Each tenant shall agree to abide by and comply with all provisions of the Declaration of Condominium, Articles of Incorporation, Bylaws and any duly adopted rules and regulations, as the same may be amended from time to time. Each Owner agrees to cause all occupants of his or her Unit to comply with said documents, and is responsible for all violations and losses caused by such occupants, notwithstanding the fact that such occupants of the Unit are fully liable and may be sanctioned for any violation of said documents in the same manner as an Owner. If the tenant, or a person living with the tenant, violates said documents and a fine is imposed, such fine shall be assessed against the Owner. Any tenant charged with a violation of said documents is entitled to the same procedure to which an Owner is entitled, prior to the imposition of a fine or other sanction.
  - b. Any violation of said documents is deemed to be a violation of the terms of the lease and authorizes the Owner to terminate the lease without liability and to evict the tenant in accordance with applicable law. Every Owner who leases his or her Unit delegates and assigns to the Association, acting through the Board of Directors, the power and authority of enforcement against the tenant for breaches resulting from the violation of said documents, including the power and authority to evict the tenant on behalf of the Owner. If tenant, or tenant's family or guests, after receiving written notice from the Association, continues to fail to comply with the Association Documents or the Rules and Regulations, the Association at the Owner's expense if the Owner fails to do so, upon an additional ten (10) days notice to the tenant, may initiate eviction proceedings and the Association shall be entitled to all other remedies available under the Association Documents and by law. If the Board of Directors elects to proceed to evict the tenant, any costs, including reasonable attorney's fees and court costs, associated with the eviction shall be specially assessed against the Unit and the Owner thereof, such being deemed hereby as an expense which benefits the leased Unit and the Owner thereof.
  - c. If the Owner becomes delinquent in the payment of Assessments, upon written request by the Association to the tenant and written notice provided to the Owner, such Owner's tenant shall pay to the Association all unpaid installments of annual Assessments and special Assessments; provided, however, the tenant need not make such payments to the Association in excess of, or prior to, the due dates for monthly rental payments. All such payments made by the tenant shall reduce, by the same amount, such tenant's obligation to make monthly rental payments to the Owner-lessor.

6. Failure to supply a copy of the Lease including the approved Lease Addendum to the Board or the On-Site Manager within five (5) business days shall be a violation of the Bylaws and these Rules and Regulations.

7. These Rules and Regulations shall be enforced in accordance with the Association's Enforcement Procedures.

**FORM**  
**LEASE ADDENDUM**

THIS LEASE ADDENDUM to a certain lease dated \_\_\_\_\_ ("Lease") with an address of \_\_\_\_\_, Maryland (the "Unit"), in the Farmingdale Condominium Association, Montgomery County, Maryland, is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_, owner(s) of the Unit (hereinafter called "Landlord"), and \_\_\_\_\_ and \_\_\_\_\_ (hereinafter called "Tenant(s)"), who comprise all of the occupants leasing the above-referenced Unit in the Farmingdale Condominium Association (hereinafter "Association").

WITNESSETH THAT:

In consideration of the mutual covenants, promises and agreements contained in the Lease and herein, Landlord and Tenant hereby agree as follows:

1. Compliance with Association Documents.

A. Tenant shall comply strictly with the Declaration of the Condominium, Articles of Incorporation and Bylaws for Farmingdale Condominium, Inc. ("Association") (hereinafter collectively referred to as the "Association Documents") and such other rules and regulations as the Board of Directors of the Association may from time to time promulgate ("Rules and Regulations") and as any of the foregoing may be lawfully amended from time to time. Tenant shall control the conduct of his or her family and guests to assure compliance with the foregoing and shall indemnify and hold Landlord and the Association harmless from any direct or indirect damages for any such person's failure to comply. Failure to comply with the provisions of the Association Documents or the Rules and Regulations shall constitute a material breach or default of the Lease and shall entitle the Landlord to all remedies available to the Landlord in the event of a material breach or default including eviction of Tenant. Owner hereby delegates and assigns to the Association, acting through the Board of Directors, the power and authority of enforcement against the tenant for breaches resulting from the violation of the Association documents, including the power and authority to evict the tenant on behalf of the Owner. If Tenant, or Tenant's family or guests, after receiving written notice from the Association, continues to fail to comply with the Association Documents or the Rules and Regulations, the Association at the Landlord's expense if the Landlord fails to do so, upon an additional ten (10) days notice to the Tenant, may initiate eviction proceedings and the Association shall be entitled to all other remedies available under the Association Documents and by law. Such remedies available to the Association shall include, but not be limited to, an action against the Landlord or Tenant for damages or injunctive relief or the imposition of any other sanction authorized by the Declaration or Bylaws or available at law or in equity. Pursuit of one type of remedy shall not preclude the right of the Association to pursue other remedies.

B. The Lease grants Tenant a leasehold estate interest in the Unit together with a license granting Tenant, for such lease term, Landlord's rights to use the common elements and facilities of the Association; provided, that Tenant and Tenant's family, guests, licensees, employees and agents exercise such license in accordance with the provisions of the Association Documents and Rules and Regulations; and provided that Landlord retains all membership rights in the Association including, without limitation, the right to vote. Tenant shall indemnify and hold harmless Landlord from and against any damages, direct or indirect, incurred by Landlord as a result of the non-compliance by any of the aforesaid persons with the provisions of any of the Association Documents, Rules and Regulations, or any other covenant of the Lease.

2. Use of Unit. Tenant agrees not to use or occupy the Unit or the Association's common elements in any manner annoying or offensive to other residents of the Association, and to make no alterations or additions to the Unit, its fixtures or the common elements without the prior written consent of the Landlord, and the Association, if so required by the Association Documents or Rules and Regulations. Tenant agrees to use the Unit only in those manners outlined in the Bylaws. No person other than Tenant and the members of the household shall be permitted to occupy the Unit without the prior written consent of Landlord; provided, however, that occasional visits by guests, not to exceed four weeks during any consecutive twelve-month period without the prior written consent of Landlord, are permitted. The following individuals shall reside in the Unit:

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Tenant will not use or allow the Unit to be used for any disorderly or unlawful purposes and will comply with all applicable laws and ordinances. Tenant will not use the premises for any disorderly or unlawful purposes or in any manner offensive to others and will comply with all Federal, State, County and local laws and ordinances. Tenant expressly agrees not to allow or permit controlled dangerous substances of any type or paraphernalia used in connection with controlled dangerous substances within the leased premises or in the common areas. Tenant expressly assumes the obligation and affirmative duty of prohibiting his family members and guests from possessing or bringing onto the leased premises or common areas any controlled dangerous substances or paraphernalia. Tenant expressly agrees that the use, possession or distribution of controlled dangerous substances or paraphernalia in the leased premises or common areas by the Tenant, his family or guests constitutes a substantial breach of the Lease by the Tenant, which will entitle the Landlord to terminate the Lease and, recover possession of the premises. It is expressly stipulated and agreed to by the Tenant that it will not be a defense to any action for possession resulting from Tenant's breach of this paragraph that the Tenant did not consent to or have knowledge of the presence of the controlled dangerous substances or paraphernalia upon the leased premises or common areas by Tenant's family members or guests. This paragraph does not limit any rights Landlord/Tenant might have to seek termination of the Lease without a showing of controlled dangerous substances actually being on the premises if vehicular and foot traffic to and from the premises is of such magnitude so as to interfere with the enjoyment of other tenant's use of their units or common areas.

3. Pets. The Tenant is not allowed to keep a pet on the premises except with the written permission of the Landlord/Agent and provided the Tenant registers his/her pet with the Association. Tenant understands that by the Association Bylaws, a pet shall not be permitted upon the general common elements of the Condominium unless accompanied by an adult and unless it is carried or leashed. Any resident who keeps a pet is deemed to have indemnified the Association free and harmless from any loss, claim or liability of any kind or character whatsoever arising by reason of keeping the pet in the Condominium. The Board of Directors of the Association shall have the right to order any person whose pet is a nuisance to remove such pet from the premises and the Board shall have the exclusive authority to declare the pet a nuisance.

4. Vehicle Parking. Subject to applicable and duly adopted Rules and Regulations, a Tenant may park his vehicle in the space assigned to the unit leased from Landlord. The vehicle must be registered with the Association and the Tenant must attach the Association's parking tag to the rear view mirror in the vehicle when it is parked on the Association common element parking lot. A tenant must direct his guests to park in unassigned parking spaces.

5. Payment of Assessments. Upon written request by the Association to the Tenant and after written notice by the Association to the Landlord, Tenant shall pay to Association all unpaid annual assessments, special assessments and charges, interest, costs and attorney's fees, as lawfully determined and made payable by Landlord to the Association during the term of the Lease and any other period of occupancy of the Tenant; provided, however, Tenant need not make such payments to the Association in excess of, or prior to the due dates for, monthly rental payments at the time of the Association's request. All such payments made by Tenant shall reduce by the same amount Tenant's obligation to make monthly rental payments to Landlord.

6. Assignment or Subletting. Tenant shall not assign the Lease or sublet the Unit, except in writing and with the written consent of the Landlord and the Board of Directors of the Association. Any attempted assignment or sublet shall be void and shall be considered a material breach or default of the Lease. A copy of any assignment or sublet shall be forwarded within seven (7) days to the Board of Directors of the Association.

7. Insurance. Tenant will do nothing and permit nothing to be done on the Unit which will contravene any fire or other insurance policy covering the same. If Tenant's use or occupancy of the Unit increases the premium on any fire or other insurance policy, Tenant shall pay such increase. Tenant shall obtain and maintain during the Lease term (including any extension, renewal or holdover term), liability insurance against all claims on account of personal injury and property damage, including without limitation, all personal property, for which Tenant may as a result of use or occupancy of the Unit and/or the facilities and common elements of the Association become liable or suffer loss in an amount acceptable to Landlord. Tenant shall provide Landlord with a certificate of insurance evidencing compliance with this section.

8. Required Alterations. If at any time during the Lease term or any extension, renewal or holdover term, a particular use which the Tenant makes of the Unit requires repairs, alterations or additions to the Unit in order to comply with requirements of any governmental authority or otherwise, the prior written permission of the landlord and the Association are required.

9. General Rules. Tenant hereby acknowledges receipt of a copy of the Declaration, Bylaws and Rules and Regulations of the Association, and any amendments thereto, and hereby agrees to abide by them and all provisions of the Association Documents.

10. Construction. The Lease and this Lease Addendum shall be governed by and construed in accordance with Maryland Law.

11. Term of Lease. No Unit shall be leased for a term of less than 12 months. Extensions of a lease must be for a term of not less than 12 months.

12. Binding Effect. The parties hereto expressly agree and affirm that they have each read, understand and agree to be bound by the terms of this Lease Addendum. Further, the parties expressly agree that the terms of this Lease Addendum shall be incorporated entirely within the Lease Agreement. The singular shall include

the plural and the male gender shall include the female, wherever the context shall so required. In the event that two or more persons are listed as Tenants or reside on the demised premises, the liability of such persons shall be joint and several.

13. Severability and Conflicts. The invalidity of any part of this Lease Addendum shall not impair or affect in any manner the validity or enforceability of other provisions of this Lease Addendum. In the event of a conflict between the terms of this Lease Addendum and the Lease Agreement, the terms of this Addendum shall control.

14. Copies of Lease. Landlord and Tenant hereby agree that Landlord shall provide a conformed copy of any Lease Agreement and Lease Addendum to the Association by delivering to the On-Site Management Office or the Board of Directors within five (5) days of its execution.

15. \_\_\_\_\_ Other.

IN WITNESS WHEREOF, the parties hereto have set their respective hands and seals as of the day and year hereinabove written.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Landlord (SEAL)

Address

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Landlord (SEAL)

Address

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Tenant (SEAL)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Tenant (SEAL)

**RULE #7. - NO SMOKING RULE**

1. No smoking is permitted in the common area hallways of all multi-unit buildings.
2. Violations of this Rule shall be enforceable pursuant to the Due Process Rule of Farmingdale Condominium, Inc. which is already in effect. Sanction which may be imposed for violations of this Rule

may include the cost to repair any damage caused by violation of this Rule.

## **RULE #8. - PARKING AND ROADWAY RULES AND REGULATIONS**

### **1. Introduction and General Provisions**

A. Farmingdale Condominium, Inc. has five private streets Chalet Drive, Chalet Place, Wonderland Way, Swiss Circle and Swiss Court which are maintained by the Association. Included on Farmingdale's private, common area roadways are 938 parking spaces available for authorized vehicle parking use only by 544 units. One parking space is assigned to but not owned by each unit and transfers with the residency of that unit only. Residents from each unit are authorized to register and park up to 2 and no more than 2 vehicles on Farmingdale's common area parking lot. Assigned parking spaces are identified by the word "RESERVED" and a number from 1 to 544. Unassigned parking spaces are not marked and may be used by Farmingdale residents and their visitors for authorized parking only. Assigned parking spaces may be "blacked-out" or unassigned after notice and right to a hearing for failure to pay association dues. Such blacked-out spaces become open parking spaces for use by Farmingdale residents and visitors until re-assigned. Handicapped parking spaces are identified by signage and may only be used by residents with handicapped parking plates or permits.

B. The posted speed limit in Farmingdale is 15 miles per hour. Speed humps have been installed at various locations in the community to encourage drivers to follow the speed limit. Numerous areas in the community are posted "No Parking Fire Lanes" and Stop signs; such signage must be obeyed by residents and their guests.

C. Farmingdale residents and their guests shall only use Farmingdale streets and parking areas in a safe and reasonable manner. No speeding, vehicle repair or dangerous driving is permitted on Farmingdale roadways. Farmingdale residents and their guests may only park on Farmingdale's common area parking lot in a safe and reasonable manner i.e. no vehicle may extend beyond the asphalt parking area over or onto the sidewalk. No equipment such as ladders may extend beyond the perimeter of the vehicle.

D. Farmingdale Residents are held accountable for the actions of their guests and invitees and are responsible for informing their guests of these Rules and Regulations.

### **2. Vehicle Registration, Reserved Parking Rules and Resident Authorized Towing**

A. Residents must register their vehicle with the Association. Registration forms are available at the onsite office in the Farmingdale Clubhouse at 18211 Chalet Drive. Upon completing a registration form, the resident will be provided with 2 assigned parking identification tags (hang-tag or window-tag) with the assigned space number that correspond to the parking space number painted on the asphalt and assigned to that resident's unit. Residents must keep registered vehicle information up-to-date and should notify the office upon sale or replacement of a registered vehicle with a new vehicle.

B. Use of the assigned/reserved parking space is exclusive to the residents of the unit assigned. Upon registering a vehicle, residents will be provided with a Towing Authorization Form that identifies the resident,

the unit, the parking space and the current towing company. Residents may call the towing company identified on the Towing Authorization Form to authorize the towing of an unauthorized vehicle from that resident's assigned space but only where a vehicle is parked in or significantly obstructs such resident's assigned parking space. The owner of the vehicle towed for unauthorized parking will be responsible for any risk, cost of retrieval and storage by the towing company. Farmingdale residents shall advise their guests of all Association Parking Rules and Regulations including, specifically, the exclusive use of parking spaces marked "RESERVED" by the assigned unit as all owners are responsible for the actions of their visitors and guests.

### 3. Unauthorized Use of Roadways

- A. Violation of 15 mile per hour speed limits.
- B. Repairing a vehicle including oil changes. Owners shall be responsible for cleanup, repair or replacement of damaged asphalt caused by any such prohibited repair work.
- C. Impeding or obstructing service providers for the Association; for example trash or snow removal.
- D. Failing to stop at stop signs.
- E. Blowing vehicle horns for other than safe vehicle operation i.e. announcing arrival or departure which creates an annoyance for other residents.

Any resident or identified to be in violation or whose guest(s) are identified to be in violation of Section I.2. A to E above shall be notified in accordance with and subject to the fining procedures identified in the Rules Enforcement Procedures.

### 4. Unauthorized Parking

- A. Storage of a vehicle i.e. placement in one location for a period of more than thirty (30) days as identified by management. Residents are encouraged to call the office about concerns for storage vehicles in a timely manner.
- B. Parking a vehicle without current registration plates/date tags.
- C. Parking a vehicle with commercial identification on it including (1) any vehicle with commercial license plates, (2) any vehicle with exposed commercial lettering or advertising, or (3) any vehicle that is included in a State Code or County Ordinance as being defined as commercial. Any normal passenger vehicle that does not exceed three-quarter ton (3/4), has not been modified for commercial purposes, does not include exterior racks a ladder or ladders or compartments or the like that are used in commercial purposes may park on the Property.
- D. Parking a truck with more than 4 wheels, more than 2 axles or that exceeds twenty feet in length or seven feet in height. Any truck under 3/4 ton and bearing no advertisement may park on the Property.
- E. Parking a recreational vehicle which the Board of Directors hereby defines to include: (1) any boat or boat trailer; (2) any motor home or other self-contained camper; (3) any camper slip-ons where the camper

backs are twelve inches or higher than the roof line of the cab of the truck; (4) any mobile home, trailer or fifth wheeled trailer, (5) any other vehicle which could not normally or regularly be used for daily transportation, including go-carts, dirt bikes, mini-bikes and the like.

F. Parking where parking is prohibited i.e. in Fire Lanes;

G. Parking in handicapped parking spaces without proper plates or permits.

H. Parking a vehicle so that any part of it extends beyond the asphalt parking area over or onto the sidewalk. Allowing equipment such as ladders to extend beyond the perimeter of the vehicle.

I. Motorcycles not parked on the asphalt paved areas i.e. on sidewalk or grassy area, patios or other common areas other than parking lot or roadways.

J. Parking a junk vehicle defined by the Board as any vehicle that is incapable of passing current Maryland Motor Vehicle Administration inspection procedures and/or that is on any elevated platform, except to temporarily change tires.

K. Parking a vehicle outside of the marked bounds of a single parking space. No part of a vehicle may protrude beyond the bounds of a single parking space, nor occupy more than one parking space.

L. Parking more than 2 vehicles by a resident or residents living in one unit except for a motorcycle double-parked with the resident's vehicle. Any third or fourth vehicle must be parked off Farmingdale's common area roadways. [; use of street parking on Dairymaid Drive is suggested.]

Any vehicle parked in violation of Section 4. A to L above is subject to ticketing by Management or other authorized agent acting on behalf of the Association by sticker placed on the vehicle. The sticker shall direct correction of the violation within a period not to exceed forty-eight (48) hours and shall include the date and time of notation of the violation; nature of the violation; action needed to correct the violation and statement that the vehicle is subject to removal by towing at the vehicle owner's risk and expense. Any vehicle parking in violation of Section 4. A. to L is subject to towing in accordance with the laws of Montgomery County or other enforcement action as authorized by the governing documents of Farmingdale Condominium, Inc. and any duly adopted rules and regulations. The Association shall not be responsible for such enforcement action.

## 5. Immediate Towing

The Association's towing company, the police, fire department or other appropriate governmental agency are authorized to tow or cause the towing of vehicles immediately and without prior notice for the following reasons:

A. Parking where parking is prohibited i.e. in Fire Lanes.

B. Parking in handicapped parking spaces without proper plates or permits.

C. Removal of a hazard such as need by a governmental agency for access to buildings as in the case of fire or flood.

D. Vehicles in violation of Maryland Motor Vehicle law(s).

Vehicles towed in accordance with Section A and B above shall be at the vehicle owner's risk and expense.

#### 6. Vehicle Covers

Residents may cover their vehicles i.e. cars, vans and motorcycles with vehicle covers only in dark or neutral colors. No plastic tarps or vehicle covers that have tears or holes are permitted. The vehicle cover should be fitted to the vehicle and may not be tied or lashed on the vehicle.

### **RULE #9. - SWIMMING POOL RULES**

#### DEFINITIONS:

1. The term "resident" shall refer to:

- A. An owner or lessee of a unit.
- B. An owner's or lessee's spouse.
- C. Minor children and/or stepchildren or an owner or lessee.
- D. Children of an owner or lessee, who has custody (joint or partial) and/or visitation rights.
- E. Children or stepchildren of an owner or lessee over the age of eighteen (18) who use Farmingdale Condominium as a legal address.

2. Hours of the pool shall be governed by contract and will be posted on the lobby bulletin board in advance; provided, however, the pool may be closed at any time due to breakdown, operation difficulties or poor weather conditions.

#### SWIMMING POOL USE

1. The rules governing the use of the swimming pool are in the interest of the safety, protection and comfort of all residents. All pool rules also apply to the "spa". Anyone using the pool is required to do so in a manner considerate of others and complying with the following regulations. ALL POOL USERS, INCLUDING CHILDREN AND BABIES ARE REQUIRED TO HAVE POOL PASSES OR GUEST PASSES. EACH PASS SHOULD BE HANDED TO THE GUARD UPON ENTRY TO THE POOL AREA. THE PASSES WILL BE RETURNED TO THE RESIDENT AS HE/SHE LEAVES THE POOL AREA.

2. The pool supervisor or designated lifeguard is authorized to enforce the rules and regulations for the swimming pool and has the authority to require anyone who does not comply with pool rules and regulations to leave. First offense of the season may result in suspension of pool privileges for the balance of that day; second offense will result in one week suspension; and the third offense will result in revocation of pool privileges for the balance of the season. Any revocation resulting from the third offense may be appealed to the Board of Directors.

3. All persons using the pool or pool area do so at their own risk and sole responsibility. The Council of Unit Owners and the Board of Directors does not assume responsibility for any accident or injury in connection with such use. The user covenants and agrees with the Council of Unit Owners and the Board of Directors in consideration for the use of the pool as an added facility and other good and valuable consideration, to make

no claim against the Council of Unit Owners and the Board of Directors for or on account of any loss or damage of life, limb or property sustained.

4. Residents/owners will be held responsible for any and all actions of their guest(s). The cost of any property damage will be charged to the responsible party, i.e. resident/owner. The Council of Unit Owners, the Board of Directors and/or owners will not be responsible for loss or damage to any personal property of any kind.

5. Bathers are required to shower before entering the pool. Those who leave the area and return must shower again before re-entering the pool. Robes and other suitable garments must be worn to and from the pool area. Proper bathing attire must be worn in the pool. Hair longer than shoulder length must be tied back.

6. Children under the age of thirteen (13) years must be accompanied by an adult at least eighteen (18) years of age in the pool area. Children under five (5) years of age will not be permitted in the swimming pool unless accompanied by an adult. Any adult who has registered at the pool with a guest of any age, a child or children twelve (12) years old or younger may not leave the pool area without signing out him/herself and the guest, child or children who signed-in with him/her. If another adult is to assume responsibility for that guest, child or children, then that adult must sign the guest, child or children back into the pool under his/her name. No adult may sign-in and be responsible for supervising more than six (6) children at any one time. Teenagers between the ages of thirteen (13) and seventeen (17) years of age may use the pool without having an adult present. Proof of age will be required for pool passes for teenagers between the ages of thirteen (13) and eighteen (18). Proof of age may be required for adult passes as requested by management. Only adults eighteen (18) years of age or older may bring in guests by using or purchasing guest passes."

7. No one under the age of eighteen (18) is permitted to use the pool without a responsible adult until he or she can comply with the minimum standards for water safety as determined by the lifeguard.

8. No one with infectious diseases, communicable diseases, sores or bandages affixed to the body may enter the pool.

9. When using lounge chairs, please use underlying towels to prevent discoloration and as a courtesy to the next user.

10. No food, gum or glassware of any kind is permitted within ten (10) feet of the pool. Food, canned drinks and plastic dinnerware are permitted in the area designated for eating; no glass may be used in this area. Empty cans and other food waste must be placed into designated trash receptacles.

11. No alcoholic beverages are permitted in the pool area.

12. Smokers must use the smoking section of the pool area where ash trays and sand urns are located. Ashes and butts be extinguished in the ash tray and sand urns.

13. No abusive language or behavior will be tolerated, nor will excessive noise or behavior that interferes with the comfort and enjoyment of the facility by others. No spouting of water or other unsanitary actions will be permitted. No objects may be thrown into the pool.

14. The lifeguard has the authority to bar any person, resident or guest, from the pool or pool area due to

overcrowded conditions, including a determination that the number of pool users exceeds the number that can reasonable be managed by two (2) guards, or for any violation of the Rules and Regulations or for any other behavior which in the judgment of the lifeguard constitutes a hazard to persons or property.

15. Objects of any kind -- including rafts, floats, flippers, -- will not be permitted into the pool. Flotation aids for children that are attached to the child's body, including snorkels and face masks are permitted. Plastic, blow up beach balls are permitted. Other toys are permitted at the discretion of the life guard; provided that no hard toys or nerf, rubber or plastic balls (except beach balls) are permitted.

16. No pets, wheeled vehicles (except baby strollers) guns, toy guns or other articles used to threaten violence are permitted in the pool. Other toys or articles being used by someone at the pool may be banned by the lifeguard if such use causes a disturbance to the lifeguards or other pool users.

17. No bassinets, playpens or baby pools or similar items will be allowed in any part of the pool area at any time. Small baby seats or carriages and umbrella strollers will be allowed in the pool area.

18. Running, pushing, wrestling, ball playing or any undue disturbance in or about the pool area will not be tolerated.

19. Chairs and/or lounges cannot be reserved for people not in the pool area. All personal belongings must be removed when departing from the pool area.

20. Radios and all audio-visual equipment will be permitted provided they are played at a reasonable and low volume level.

21. Only one (1) person at a time is allowed on the diving board. The diving board is to be used for diving only. No one is to dive until the previous diver is clear. No diving or jumping toward the walls of the pool is permitted. Swimming in the diving area is permitted at the discretion of the lifeguards.

22. The pool may be closed at any time due to breakdown, weather or other health, safety or operational reason and at the discretion of the lifeguard and management.

23. Pool passes must be handed in to the lifeguard upon entering the pool area. No one will be permitted into the pool area without a pass. Resident passes will be returned upon leaving the pool. Daily guest passes will not be returned at the end of the day.

24. All resident passes may be picked up at the site office according to hours posted by the Board on Association bulletin boards and/or published in the Association's newsletter or mailing. Season passes will be issued to each resident at no charge. A fee of Ten Dollars \$10 will be charged to replace a lost season pass.

25. Daily guest pool passes may be purchased at the site office in advance. You will not be reimbursed for daily guest passes not used. In addition, guard will have up to twenty-five (25) passes available on a first come first served basis for \$1.00 each. Guest passes may not be used by an owner or resident not otherwise entitled to use the pool because his or her unit is delinquent on his or her condominium dues account.

26. The lifeguard will be given a complete list of all Farmingdale residents authorized to use the pool; owners and tenants of owners delinquent in payment of condominium dues will not be included on this list.

27. Until further action by the Board of Directors, special parties may not be held.

28. No one is to use the pool unless a lifeguard is present.

**RULE #10. - RULES AND REGULATIONS**  
**FOR INSTALLATION AND USE OF SATELLITE DISHES AND ANTENNAS**

In 1996, the Federal Communications Commission adopted the Over-the-Air-Reception Devices Rule (OTARD) regulating installation and use of satellite dishes and antennas (hereafter “satellite dishes”). The purpose of this Rule regarding the installation and use of satellite dishes at Farmingdale is to inform residents of what is specifically permitted at Farmingdale, what is not permitted at Farmingdale and when a resident must obtain permission from Farmingdale for a non-permitted installation.

The FCC FACT SHEET on the OTARD Rule was used as a resource in clarifying this Rule for residents; the FACT SHEET and OTARD Rule can be viewed at [www.fcc.gov/cbs/facts/otard.html](http://www.fcc.gov/cbs/facts/otard.html).

**1. QUICK REFERENCE: PERMITTED DISHES, LOCATION, INSTALLATION**

A. Permitted Satellite Dishes. Definition of dish type: The following shall be considered permitted satellite dishes. All satellite dishes designed to receive: (a) direct broadcast satellite services and measuring one meter (39 inches) or less in diameter; or (b) video programming services via multipoint, multichannel distribution (“wireless cable”), and measuring one meter (39 inches) or less in diameter; or (c) television broadcast signals.

B. Permitted Locations. Exclusive Use Area. Satellite dishes may only be installed by a resident in an area that is within that resident’s exclusive use or control. For all multi-unit dwellers, that area of exclusive use is confined to the patio or balcony [which is shown on the Condominium Plats and referenced in the Declaration as a limited common element.] For townhouse dwellers, that area of exclusive use for installation of a satellite dish is the rear yard. The satellite dish may not encroach upon any common element, any other resident’s individually owned property or exclusive use area, common element airspace or the airspace of another resident’s individually owned or exclusive use area.

C. Permitted Mode of Installation Non-permanent installation. Farmingdale is responsible for the maintenance and upkeep of all common elements which include the walls, siding, brick, mortar, roofs, balcony decking or patio/balcony concrete and railing. Farmingdale, on behalf of all owners, must maintain those areas in good repair and condition. Therefore, Farmingdale does not permit, without specific, written authorization from the Board of Directors, any resident to drill into an exterior wall, balcony, railing or other common element. Residents are permitted to attach/secure a satellite dish to be contained fully within the exclusive use area by non-permanent means such as bracketing or clamping so that there is no permanent damage to common elements or introduction of holes or other marring which would create the need for common element repairs.

D. No Prior Notification Required. Permitted satellite dishes to be installed in compliance with Section I - A, B and C above may be installed without prior notification to Farmingdale. A Notification Form should

be filed concurrently but no later than thirty (30) days from date of installation. The Notification Form is attached to and made part of this Satellite Dish Rule. All other proposed installations must obtain prior written approval.

## II. FCC RULE DOES NOT APPLY TO COMMON AREAS

The OTARD rule does not permit residents to install a satellite dish on a common area such as a walkway, hallway, exterior wall or roof. Common area includes all of the buildings but does not include railing, the air-space of the patios, balconies and townhouse yards. If the exclusive use area does not provide reception, a satellite dish may not be installed subject to the provisions of Section III below.

## III. DISH AND INSTALLATION SPECIFICATIONS

A. An owner wishing to install any permitted satellite dish must comply with the following criteria: (1) the satellite dish is a color that blends in with the established color patterns of the community; (2) the satellite dish is in a location least visible from adjacent units and least visible from adjacent streets; (3) the satellite dish is wired in a manner that does not encroach on the common elements; (4) screening may be required to make the installation as aesthetically unobtrusive as possible; and (5) the satellite dish shall be installed on individually-owned property or exclusive-use area.

B. The Board of Directors is authorized to waive any criteria set forth in Section III. A as to that satellite dish only if compliance with the criteria unreasonably delays installation, unreasonably increases the cost of installation or precludes reception of an acceptable quality signal. If the Board of Directors determines that any of the criteria set forth in Section III. A are not met, the applicant may be required to move or remove a satellite dish that has been installed, so long as the required move does not interfere with an acceptable quality signal and does not impose an unreasonable expense or delay.

C. Installation of any satellite dish is subject to the final inspection of the Board of Directors.

D. Except as necessary to receive an acceptable quality signal, any permitted satellite dish must be located so that it is the least visible from adjacent units and is the least visible from streets adjacent to the unit where the satellite dish is installed. If acceptable quality signals can be received by placing satellite dishes inside a unit without unreasonable delay or unreasonable cost increase, then outdoor installation is prohibited.

E. Installation, maintenance and use of any satellite dish must be in accordance with local building, electrical and fire codes and in accordance with any manufacturer's instructions. Wires must be as unobtrusive as possible.

F. All installations shall be completed so they do not materially damage the common elements, limited common elements, or individual units, or void any warranties of Farmingdale or other owners, or in any way impair the integrity of the building. Satellite dishes must be secured so that they do not jeopardize the soundness or safety of any structure or the safety of any person at or near the satellite dish, or cause property damage, including damage from wind velocity.

G. Any installer other than the owner shall provide Farmingdale with an insurance certificate listing

Farmingdale as a named insured prior to installation. Insurance shall meet the following limits: (1) Contractor's General Liability (including completed operations: \$1,000,000.00), and (2) Workers' Compensation at Statutory Limits. The purpose of this regulation is to ensure that satellite dishes are installed in a manner that complies with building and safety codes and manufacturer's instructions. Improper installation could cause damage to structures, posing a potential safety hazard to Farmingdale residents and personnel.

H. There shall be no penetrations of exterior, exclusive-use areas of the building unless it is necessary to receive an acceptable quality signal or it would unreasonably increase the cost of satellite dish installation. The following devices shall be used unless they would prevent an acceptable quality signal or unreasonably increase the cost of satellite dish installation, maintenance or use:

- (1) Devices that permit the transmission of telecommunications signals through a glass pane without cutting or drilling a hole through the glass pane;
- (2) Devices, such as ribbon cable, which permit the transmission of telecommunications signals into a residence through a window or door without penetrating the wall; or
- (3) Existing wiring for transmitting telecommunications signals and cable services signals.

I. If penetration of the exterior exclusive use areas is necessary and is approved, in writing, by the Board of Directors prior to installation, the penetration shall be properly waterproofed and sealed in accordance with applicable industry standards and building codes. The purpose of this rule is to prevent structural damage to the building and residences from moisture.

J. Except for television broadcast satellite dishes that are necessary to receive an acceptable quality signal, no satellite dish measuring more than one meter (39 inches) in diameter and no television broadcast satellite dish of any size are permitted to be installed on the exterior of the unit.

K. No satellite dishes shall be installed, used or maintained upon the common elements of Farmingdale nor shall satellite dishes be installed or wired through the common elements.

L. Where the Owner of any satellite dish demonstrates that the regulation set forth above precludes the reception of an acceptable quality signal or imposes an unreasonable expense or delay, the Board may waive any or all of those regulations with respect to that satellite dish only. The reception of an acceptable quality signal is impaired where reception of the signal would be impossible or substantially degraded. An unreasonable expense will be determined by comparing the cost of equipment or services requested and the cost attached to similar outdoor services, such as air conditioners, patio equipment, etc. No decision made by the Board pursuant to this provision with regard to any single satellite dish shall constitute a waiver of any regulations with regard to the installation, maintenance or use of any other satellite dish.

M. No radio, amateur radio or citizen's band satellite dish shall be installed on the exterior of any unit or on the common elements.

N. Article V, Section 8(h) of the Bylaws which expressly prohibits television antennas, shall apply and continue to be enforced as to any satellite dish that is not identified as a "permitted" satellite dish. Additionally, such provision shall apply and continue to be enforced as to the general common elements of Farmingdale.

O. Notification Process: (1) A Notification Form should be filed concurrently but no later than thirty (30) days from date of installation. The purpose of the notification process is to allow Farmingdale to provide satellite dish installation rules and other information to Residents, to know if a person other than the Resident will be entering the community for satellite dish installation, and to determine whether the installation could pose a safety hazard.

(2). Farmingdale may hire an independent contractor to determine whether an installation in a nonconforming location is necessary. If the independent contractor finds that installation in a conforming location is possible, then the Resident will be required to relocate the satellite dish.

(3). Installation by Tenants: These rules shall apply in all respect to all Residents, whether Owners or tenants.

#### IV. SATELLITE DISH MAINTENANCE, RESPONSIBILITY, SAFETY AND REMOVAL

Farmingdale has a legitimate safety interest in preventing personal injury or property damage occurring to common elements or other Resident's individually owned property as the result of improper or unsafe satellite dishes. Therefore, Residents of Farmingdale shall adhere to the following rules and regulations regarding satellite dish maintenance, responsibility, safety and removal:

A. Satellite Dish Maintenance: (1). Residents shall not permit their satellite dishes to fall into disrepair or to become a safety hazard. Residents shall be responsible for satellite dish maintenance, repair, and replacement and the correction of any safety hazard within thirty (30) days after notification of the need for repair.

(2). If a satellite dish detaches, a Resident shall remove the satellite dish or repair such detachment within seventy-two (72) hours of the detachment. If the detachment threatens safety, the Farmingdale may remove satellite dish at the expense of the Resident.

(3). Residents shall be responsible for satellite dish maintenance if the exterior surfaces of the satellite dishes deteriorate.

(4). If the Resident does not correct a safety hazard within thirty (30) days after notification, Farmingdale may enter onto the property to repair the satellite dish. Any repair expense will be charged to the Resident.

(5). If a satellite dish is not properly maintained, the Resident shall be responsible for any personal injury or property damage to common property or another resident's individually owned property and shall indemnify the Farmingdale for any personal injury or property damage.

B. Responsibility: Residents are liable for any personal injury or damage occurring to Farmingdale's common property or other Resident's individually owned property or exclusive-use areas arising from installation, maintenance, or use of an satellite dish, and shall upon reasonable written notice:

(1). Pay the cost to repair damages to the common property, other Residents' individually owned property or exclusive-use areas and any other property damaged by satellite dish installation, maintenance or use;

(2). Pay medical expenses incurred by persons injured by satellite dish installation, maintenance, or use; and

(3). Reimburse residents or Farmingdale for damages caused by satellite dish installation, maintenance or use.

C. Farmingdale Maintenance of Locations upon Which Satellite dishes Are Installed:

(1). If satellite dishes are installed on property that is maintained by Farmingdale, the Residents retain responsibility for satellite dish maintenance. Satellite dishes must not be installed in a manner that will result in increased maintenance cost for Farmingdale or to other Residents. If increased maintenance or damage

occurs, Residents are responsible for all such costs.

(2). If maintenance requires the temporary removal of satellite dishes, Farmingdale shall provide Residents with ten (10) days written notice. Residents shall be responsible for removing or relocating satellite dishes before maintenance begins and replacing satellite dishes afterward. If the satellite dishes are not removed within the required time, then Farmingdale may do so at the Resident's expense. Farmingdale is not liable for any damage to satellite dishes caused by Farmingdale's removal. Farmingdale is not responsible for reinstalling satellite dishes.

D. Safety: If a satellite dish poses an immediate threat or danger to the safety of Farmingdale Residents, personnel or property then Farmingdale has the right to remove the satellite dish. Farmingdale is not liable for any damage to satellite dishes caused by this removal.

E. Satellite dish removal requires restoration of the installation location and any other affected locations. if any, to their original condition. Residents shall be responsible for all costs related to the restoration of these areas.

#### V. ENFORCEMENT

Violations of these Rules and Regulations shall be enforceable pursuant to the Due Process Rule of Farmingdale which is already in effect. Sanctions may be imposed for violations of these Rules and Regulations, which may include any damage caused by violation of these Rules and Regulations.

### **FORM NOTIFICATION FORM FOR INSTALLATION OF SATELLITE DISHES AND ANTENNAS**

Owner(s) name: \_\_\_\_\_

Owner(s) telephone numbers: home: \_\_\_\_\_ work: \_\_\_\_\_

Tenant(s) name: \_\_\_\_\_

Tenants(s) telephone numbers: home: \_\_\_\_\_ work: \_\_\_\_\_

Property address: \_\_\_\_\_

Check one:     multi-unit                       townhouse

If Contractor will install dish, indicate installer name and telephone number: \_\_\_\_\_  
\_\_\_\_\_ [Attach copy of installers certificate of insurance.]

Installation location: \_\_\_\_\_.

Date of installation: \_\_\_\_\_.

Indicate the method/procedure to be used or used to secure the dish:

\_\_\_\_\_  
\_\_\_\_\_.

Size of dish: \_\_\_\_\_ Color of dish: \_\_\_\_\_

Description of any camouflage to be used or used in the installation:

\_\_\_\_\_

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Specify need for the Board to consider common area usage for installation:

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Use reverse side to further describe any facts or conditions which will assist in review of this application.

*I will comply with all of the Farmingdale's valid rules for installing, maintaining, and using antennas. I assume liability for any personal injury or damage to Farmingdale and other resident's property or exclusive use areas that occurs due to satellite dish installation, maintenance and use.*

Owner signature(s) \_\_\_\_\_  
Date: \_\_\_\_\_ Date: \_\_\_\_\_

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**FOR OFFICE USE ONLY:** DATE RECEIVED: \_\_\_\_\_ INSPECTION BY \_\_\_\_\_  
DATE: \_\_\_\_\_  
COMMENTS: \_\_\_\_\_

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**Return to Farmingdale Condominium 18211 Chalet Dr. Germantown, MD 20874**

**II. RULES AND COVENANT ENFORCEMENT PROCEDURE**

A. Notification of Violation. Whenever the Board of Directors becomes aware of a violation of the Association's Declaration, Bylaws (hereinafter collectively referred to as the "governing documents") or any adopted Rules and Regulations, it will send a cease and desist letter to the unit owner (and, if applicable, the tenant of such unit owner) who has committed such violation. The cease and desist letter will be sent to the unit owner at such address which is reflected on the Association's records pursuant to Article IV, Section 4 of the Association's Bylaws. The cease and desist letter shall state:

1. The Rule or Covenant which has been violated;
2. The unit owner's conduct or action which violates the Rule or Covenant;
3. The action required to correct the violation; and
4. The type of violation, continuing or non-continuing.
  - a. A continuing violation consists of action or inaction taken by a unit owner or his or her guest, invitee, or resident which presents an ongoing uninterrupted violation of the Association's governing documents or Rules and Regulations. Examples of continuing violations include but are not limited to installing apparatus to receive or transmit radio or television frequencies on any unit, continuously (without removal or interruption) parking a junk vehicle upon the common elements, installing window air conditioning units, maintaining a trailer or tent on the common elements, and making an architectural change to the unit that is not in conformance with the governing documents or rules and regulations. For a continuing violation, the following procedures shall apply:

- ji) The initial cease and desist letter shall include a request that the violation be corrected within ten (10) days from the date of the letter and a statement advising the unit owner that the failure to correct the violation within the time allotted will result in a hearing being scheduled by the Board of Directors to consider the matter. The letter shall further advise the unit owner that the Board of Directors may impose penalties for the violation, including fines, suspension of use of common areas, suspension of voting rights, action to correct the violation at the expense of the unit owner, and legal action to compel compliance.
  - ii) If the violation continues after the ten (10) day period allotted in the cease and desist letter, the Board shall send a second letter to the unit owner advising him or her that a hearing will be held before the Board of Directors at a specified date, time and place. The hearing shall be scheduled at least ten (10) days from the date of the letter. The letter shall advise the unit owner that he or she may present evidence and cross-examine witnesses at the hearing in his or her defense of the alleged violation. In addition, the letter shall provide notice to the unit owner that the Board of Directors may impose sanctions against the unit owner for the violation. The sanctions imposed may include, but are not limited to the imposition of fines, the suspension of voting rights, the suspension of the use of the common areas and recreational facilities, the decision to take action to correct the violation at the expense of the unit owner, and the initiation of legal action to compel compliance with the Association's Declaration, Bylaws and established rules and covenants.
- b. A non-continuing violation is an action or inaction of a unit owner or his or her guest, invitee, or resident which is a single occurrence and is not continuing or on-going in nature and is a violation of the Association's governing documents or Rules and Regulations. Examples of non-continuing violations include but are not limited to parking a junk vehicle in the parking lot overnight, playing loud music at night which creates a nuisance to another member, placing clothes outside to dry, behaving in a manner that creates a nuisance and interferes with another's use and enjoyment of his or her unit, and placing and conducting extraordinary repairs or maintenance of an automobile or vehicle on the common elements. While such conduct may be performed again and again, the occurrences are not uninterrupted and therefore begin anew each time. For a non-continuing violation, the following procedures shall apply:
- i) The initial cease and desist letter shall state the conduct which violated the provisions of the governing documents or Rules and Regulations. The letter shall include a statement that should further violation of the same provision of the Association's governing documents or Rules and Regulations occur again within the next twelve (12) months, the Board of Directors may take action to enforce the governing documents or Rules and Regulations which have been violated and may impose sanctions after further notice and hearing.
  - ii) If a second violation of the same provision of the Association's governing documents or Rules and Regulations recurs within twelve (12) months, the Board shall send a second letter to the owner which shall state:
    - a. The Rule or Covenant which has been violated;
    - b. The unit owner's conduct or action which violates the Rule or Covenant;

- c. The action required to correct the violation;
- d. The type of violation, continuing or non-continuing;
- e. A hearing has been scheduled at a specified date, time and place before the Board of Directors to consider the matter. Said hearing shall be scheduled at least ten (10) days from the date of the letter. The unit owner shall be advised that he or she may present evidence and cross-examine witnesses to defend himself or herself against the alleged document provision or Rule or Covenant violation.
- f. At the hearing, the Board of Directors may impose sanctions against the unit owner, which may include, but may not be limited to the imposition of fines, the suspension of the use of the common elements and recreational facilities, the decision to take action to correct the violation at the expense of the owner, the suspension of voting rights, and legal action to compel future compliance with the provisions of the governing documents and Rules and Covenants.

B. Hearing. At any Rules or Covenant enforcement hearing, the unit owner or the alleged violator shall have a right to present evidence and to present and cross-examine witnesses. Proof of notice of the hearing shall be made a part of the hearing record. This proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer or director who delivered the notice. The notice required is deemed satisfied if the violator appears at the meeting. The minutes of the meeting shall contain a summary of the evidence presented and a written statement of the decision of the Board of Directors and the sanctions, if any, imposed.

If the Board determines that a violation of the governing documents, rules or covenants has been committed, the Board will send a letter to the unit owner within fifteen (15) days of the hearing stating the decision of the Board, including any action required to correct the violation and any sanction imposed by the Board. If the Board of Directors determines that there has been no violation, the unit owner shall be so advised by a letter from the Board within fifteen (15) days of the hearing.

C. Sanctions. If the Board of Directors determines that a violation has occurred, the Board may, upon its own discretion, impose one or more of the following sanctions:

- 1. Cease and Desist Order directing that the violation stop and that corrective action be taken;
- 2. Fines;
- 3. Suspension of Association voting rights;
- 4. Suspension of use of Common Elements and recreational facilities; and
- 5. If the violation consists of the owner's failure to maintain the exterior of his or her lot or improvements thereon, take appropriate measures to correct the violation at the expense of the owner and the cost of same shall become a lien against the unit.

D. Schedule of Fines. If the Board of Directors determines that the unit owner is committing a continuing violation of the Association's governing documents or Rules and Regulations and that the violation has not been corrected by the date specified by the Board of Directors in the initial cease and desist letter sent to the

unit owner or tenant, the following fine schedule will apply. Fines will continue to accumulate on the dates outlined below until the violation is corrected:

<u>Continual Violations</u>	<u>Fine</u>
1st day beyond Board deadline	\$ 25.00
30th day beyond Board deadline	\$ 50.00
60th day beyond Board deadline	\$ 75.00
90th day beyond Board deadline	\$100.00

Such fines and subsequent occurrences of same/similar violations shall be cumulative.

If the Board of Directors determines that the unit owner has committed a non-continuing violation of the Association's governing documents or Rules and Regulations within the twelve (12) months subsequent to the initial cease and desist letter sent to the homeowner or tenant by the Board of Directors, then the Board of Directors may impose a fine in the amount of \$25.00 to \$200.00 upon the unit owner, depending upon the violation and the number of violations of the same Rule or Covenant that have been committed by the unit owner.

E. Enforcement. The Board of Directors shall collect fines in such amounts as outlined above. All monies collected by the Association from a unit owner for any reason, including monies collected for regular and special assessments, shall first be applied to fines until satisfied and the balance, if any, toward assessments.

The above RULES AND REGULATIONS RESOLUTION NO. 2002-1, a compilation of existing rules edited to refer to the new Amended and Restated Bylaws was proposed for adoption pursuant to and in accordance with the provisions of Section 11-111 of the Maryland Condominium Act and may be further revised and amended in accordance with those provisions. A hearing to review Owner and Resident questions and comments regarding this Resolution to be held at the Board Meeting of March 19, 2002. An Owner or Resident who was unable to attend and who wished to comment on the Resolution is advised to submit comments in writing to the site office. The effective date of the Resolution: March 19, 2002.

ATTEST:

\_\_\_\_\_  
Sheran Heffron, Secretary  
Council of Unit Owners of  
Farmingdale Condominium, Inc.

\_\_\_\_\_  
Robert Gifford, President  
Council of Unit Owners of  
Farmingdale Condominium, Inc.