SIERRA LANDING GUIDE TO CONDOMINIUM LIVING

HANDBOOK FOR OWNERS, RENTERS, TENANTS AND LESSEES

TABLE OF CONTENTS

| HISTORY OF SIERRA LANDING | 1 |
|---|-----|
| THE MANAGEMENT AGENT | 2 |
| WHAT OWNERS ARE RESPONSIBLE FOR | 2 |
| RECOMMENDATIONS FROM YOUR BOARD OF DIRECTORS | 2 |
| WHAT ARE "COMMON ELEMENTS"? | 3 |
| LAWS THAT APPLY TO YOU | 3 |
| EMERGENCY | 4 |
| COMM UNITY INFORMATION | 5 |
| COMMUNITY CONCERNS AND OFTEN-ASKED QUESTIONS | 6 |
| COMMUNITY CENTER | 9 |
| SWIMMING POOL | 10 |
| TENNIS COURT | 10 |
| MAINTENANCE | 11 |
| PARKING | 11 |
| BOARD OF DIRECTORS | 12 |
| COMMITTEES | 12 |
| GRIEVANCES | 13 |
| APPENDIX I COMMUNITY CENTER RULES AND REGULATIONS | 15 |
| APPENDIX II SWIMMING POOL RULES AND REGULATIONS | 19 |
| APPENDIX III PARKING REGULATIONS | 22 |
| APPENDIX IV HOUSE RULES | 25 |
| APPENDIX V CONDOMINIUM BY-LAWS | 28 |
| INDEX | 3/1 |

HISTORY OF SIERRA LANDING

Sierra Landing was officially formed as a Condominium Association on April 22, 1983, when a condominium developer purchased the former Blueridge Apartments and received approval from the State of Maryland to convert them to condominiums.

According to Montgomery County records, the former Blueridge Apartments were built in 1955-56. These apartments comprised what are now Sierra Landing Condominium and Landing's Edge Apartments.

Most of the underground plumbing and sewer lines that serve us now were installed at that time. The electrical service to each building was redone and installed to code at the time the condominium was converted in 1983.

The developer began renovating units on Amherst Avenue, using 11501 Amherst Avenue as the "showcase" building. Buildings were converted and first occupied by individual owners from January 1984 (Amherst side) to September, 1984 (Bucknell side).

There are many stories about the legacy of difficulties Sierra Landing had with the developer's condominium conversion work some of the difficulties were resolved by the developer before he turned the condominium over to us, and other problems were not.

The Association of Unit Owners sued the developer for residual problems in 1987, and settled with him in 1989. The Association received a payment that was put into reserves to fix the residual problems.

According to Montgomery County law, the developer had to retain a portion of Blueridge Apartments (Landing's Edge) as low income housing for a period of five years. The developer entered into an agreement with the County that if he did not convert Landing's Edge Apartments by December 31, 1990, that it would not become a part of Sierra Landing Condominiums. He did not exercise his option, so Landing's Edge was separated from our Condominium Association legally in January, 1991, and sold to another owner in February, 1991. Landing's Edge remains rental property.

THE MANAGEMENT AGENT

The Board of Directors, as authorized in the By-Laws, has engaged the services of a management agency to conduct the day-to-day affairs of the Condominium Association, and to arrange for and conduct business as directed by the Board of Directors.

Throughout this document, you are advised to contact the management agent to arrange for specific needs, such as parking permits, security telephone number changes, pool passes, and to report problems on the common elements.

If you are calling for a routine maintenance concern, please call the Sierra Landing Maintenance Office Answering Machine on (301) 468-8919.

If you need to speak with the Managing Agent, call (301) 468-8919 and ask for the Agent for Sierra Landing. The address of

the Management Company is:

Sierra Landing Condominium c/o Abaris Realty, Inc 12009 Nebel Street Rockville, MD 20852

The address of the Board of Directors is the same as above.

WHAT OWNERS ARE RESPONSIBLE FOR

Unlike apartment communities, repairs and maintenance of the property inside a condominium unit are the Owner's responsibility. The unit owner is responsible for anything that services their unit alone, including:

- Kitchen Appliances
- All bathroom and kitchen fixtures, faucets and plumbing
- Heat pump
- Window glass and screens
- Skylights and chimneys
- Door and window locks
- Smoke detector(s)
- Interior painting
- Interior carpeting

RECOMMENDATIONS FROM YOUR BOARD OF DIRECTORS

- Owners should purchase Homeowner's insurance. This insurance covers liability whether you live there or not, and covers property damage inside your unit in case of fire or other peril. Riders are available for additional items, such as jewelry, computers, cameras, and sewage backups. This insurance is available from most property/casualty insurance companies.
- If you are a renter, purchase renter's insurance. This insurance covers losses to personal property owned by renters.
- The board recommends that owners have a Homeowner's insurance policy in place even if the unit is to be rented. This will cover liability and casualty losses not covered by the tenant's renter's insurance.

• It is strongly recommended to purchase sewage backup insurance, or add a rider for this peril onto your homeowner's insurance. The Association is not liable for and will not pay for costs related to sewage backups inside units, or damage due to water, snow, or ice which may leak or flow from any portion of the common elements (pipes, roofs, or foundations.)

Clean your smoke detectors twice a year, and replace the batteries (if any) at least once a year.

• Keep all exterior doors closed and locked at all times. Do not block open any exterior door at any time. Your security and the security of your neighbors depend on everyone keeping the exterior doors shut and locked at all times. Only give keys to the exterior doors to people who must regularly access your unit.

WHAT ARE "COMMON ELEMENTS"?

The common elements are owned by all owners. This includes the Community Center, Swimming Pool, Tennis Court, playground, lawns, sidewalks, and each building's hallways, etc. The Board of Directors is responsible for the upkeep, repair, and maintenance of these areas. If you notice any problems in these areas, call the numbers provided on the back page of this booklet.

Fines or charges for damage to common elements or By-Law/Rules violations may be assessed against persons responsible for the damage or violation.

LAWS THAT APPLY TO YOU

The following County or State Laws apply to all owners, residents, tenants, and lessees at Sierra Landing. There are many other laws that are 'not listed here; this is just a summary. More information on pertinent laws and regulations are available from the Montgomery County Government. The general Government information number to call is (301) 217-6500.

- <u>The Maryland Condominium Act:</u> All owners, residents, tenants, and lessees are bound by the Maryland Condominium Act. Owners are provided a copy of the Condominium Declaration when they purchase a unit at Sierra Landing explaining how this law applies to them.
- <u>Smoke detectors:</u> You are required to have at least one operating smoke detector on each level of your home. They should be placed near, but not in, the bedroom or sleeping areas. Most smoke detectors in Sierra Landing were installed when the Condominium was converted, and were "hard wired" into the building's electrical system. While these smoke detectors do not require batteries, they are of no use when the power goes out. If you replace a smoke detector, we recommend you purchase one with a battery backup. Replace batteries in smoke detectors at least once a year. Test your smoke detector once a month by pushing the test button.
- <u>Vehicle registration</u>: All vehicles operated and parked on the street or in the parking lot must have valid vehicle license plates on them at all times. Most residents must have current Maryland registration tags on them. New residents are granted 30 days to register their vehicles. Stiff fines can be levied for not registering vehicles within 30 days of establishing a permanent residence in the state. Residency for the purposes of registering a vehicle has nothing to do with the amount of time one must live in state to qualify for state benefits or for tax purposes.

Exemptions from the Maryland registration requirements are granted for active duty U.S. military personnel, registered diplomats, and for students attending a local college or university who can show current registration. Further information on vehicle registration requirements is available from the Maryland Motor Vehicle Administration by calling 948-3177 or 1-(800)-950-1682. For information on registering your vehicle with Sierra landing and receiving parking permits for the parking lot, see page 11.

EMERGENCY

Fire, crime in progress, or urgent medical need

- Dial 9-1-1. Follow the operator's advice and instructions.
- TDD Users may call 9-1-1 for emergencies. Wait until your call is answered and tap TDD space bar 5 times. Or TDD Users may call direct to the TDD device at the Emergency Operations Center on (301) 762-7619.

Poison Control Center

University of Maryland: 1-800-492-2414 (Maryland only)

Georgetown University: 202-625-3333 (local Metro DC area.)

Common Element Emergency

Things like water main breaks, gas leaks, or other urgent problems should be called in to the Management Company. The Emergency telephone numbers are:

Daytime (9 a.m. to 5 p.m., Monday through Friday) (301) 468-8919.

Evening/weekend: (301) 421-4530.

If the emergency is life-threatening, notify your neighbors, evacuate the building, and call 9-1-1 from a phone somewhere else. The closest pay telephone is at the 7-11 on Amherst Avenue. Calls to 9-1-1 are free from pay telephones.

Pollution, Toxic Chemical and Oil Spills

National Response Center: 202-426-2675 or 1-800-424-8802.

State Police

Rockville: (301) 424-2101

Problem Inside Your Unit

If you have a water leak, power outage, sewage backup, no heat, no air conditioning, or similar problem, this is the unit owner's responsibility. The unit owner must contact a plumber, electrician, or other professional to take care of the problem. If you are a renter, contact your landlord.

If you, call the emergency numbers for the Management Company, a professional responds, and it is determined that the problem is within the walls of your unit, the owner will be charged for all costs involved, including charges for overtime and Management Company fees, if any.

Non-Emergency Calls

Police: (301) 279-8000

Fire/rescue: (301) 217-4644

COMMUNITY INFORMATION

<u>Hospitals:</u> The closest hospital is Holy Cross Hospital, located at 1500 Forest Glen Road, Silver Spring. (301) 905-0100. Other nearby hospitals include Montgomery General (Olney), Adventist (Takoma Park), and Suburban (Bethesda).

<u>Library</u>: The closest library is the Wheaton Regional Library, at the corner of Arcola Avenue and Georgia Avenue. Hours vary. Call (301) 929-5520 (TDD [301] 929-5524) for information.

Parks: Montgomery County has very fine parks, one of the largest is very close. Wheaton Regional Park, developed in the late 1800's, includes walking/jogging trails, Brookside Gardens, a children's train and carousel, ball fields, indoor tennis facilities, horse riding stables, and other fine amenities. Further information and hours of operation are available by calling:

Athletic areas: (301) 649-3633 Carousel: (301) 946-6396 Train: (301) 942-6703

General information: (301) 946-7033 Riding stables: (301) 622-3311

Tennis: (301) 495-2525

Brookside Gardens: (301) 946-9071

<u>Post Office</u>: Our Post Office is right next door, at 11431 Amherst Avenue, Phone (301) 929-7930. The hours of operation are Monday-Friday, 8:30 a.m. to 5:00 p.m., and Saturdays from 9:00 a.m. to 1:00 p.m. Hours may change.

<u>Public Transit</u>: The Wheaton area is served by Metrobus, Metrorail, and Montgomery County Ride-On. The Wheaton Metrorail station is just four blocks away, giving access to Washington, DC, and Northern Virginia. Further information on Metrobus/rail is available by calling (202) 637-7000 (TDD: 202-638-3780). Montgomery County Ride-On information is available by calling (301) 217-7433.

<u>Rescue Squad</u>: The closest rescue squad is the Wheaton Rescue Squad at the corner of Blueridge Avenue and. Grandview Avenue. Community membership is not required. To access rescue services, call 9-1-1 in an emergency and (301) 217-4644 in non-emergencies.

<u>Schools:</u> Montgomery County Public Schools are among the finest in the United States. To register a student in school, call the school system on (301) 279-3331 (TDD (301) 279-3323). *Oficina de Admisiones Para Estudiantes Internacionales (301) 230-0686.* The following are our neighborhood schools:

- K 5: Kemp Mill Elementary School, 411 Sisson Drive. (301) 649-8046.
- 6 8: Col. E. Brook Lee Middle School, 11800 Monticello Avenue. (301) 649-8100.
- 9 12: John F. Kennedy High School, 1901 Randolph Road. (301) 929-2100.

Some high school students may choose (with parental permission and special application) to attend other nearby high schools that offer special programs not available at Kennedy High School. Some of the programs available include:

Montgomery Blair High School, 313 Wayne Avenue, Silver Spring. (301) 650-6600. Offers advanced science and mathematics programs for gifted students.

Edison Career Center at Wheaton High School, 12501 Dalewood Drive, Wheaton. (301) 929-2175. Offers vocational-technical education programs, including cosmetology, carpentry, electronics, and automotive skills training.

COMMUNITY CONCERNS AND OFTEN-ASKED QUESTIONS

Appliances: Each unit owner is responsible to maintain appliances such as refrigerators, stoves, ovens, dishwashers, and heat pumps. If you replace a gas range or oven and replace it with a gas appliance, it must be inspected after installation by the Washington Suburban Sanitary Commission. Your appliance dealer should provide information on gas appliance inspection, or you can call the WSSC at (301) 206-4004. The Condominium Association does not recommend any specific appliance repair company. Many companies are listed in the Yellow Pages. It is recommended to get references and to ensure the company you select is licensed to do the work that needs to be done.

<u>Cable Television Service</u>: Sierra Landing has been prewired for cable television service by Cable TV Montgomery. Wiring of individual, units is the responsibility of the Unit Owner. More than 66 channels, with more being added from time to time, are available for preferred subscribers. Basic subscribers can receive most channels, except CNN, USA Network, ESPN, and some others at a reduced rate. In addition, additional services such as HBO, The Disney Channel, The Movie Channel, Cinemax, Showtime, Bravo, Home Team Sports, and Pay Per View, are available for an additional monthly charge or per-use charge. To inquire about available services and to arrange for installation, call Cable TV Montgomery on (301) 424-4400 (TDD: (301) 294-7686, Español (301) 424-6999). Due to our proximity to the WTOP transmission towers, Cable TV should improve television reception.

<u>Carpeting</u>: All units must have at least 80% of the living space covered with suitable carpeting. This includes the living room, bedrooms, and hallways. Kitchens, bathrooms, and closets do not have to be carpeted. However, the square footage of the kitchen, bathrooms, and closets is counted toward the total square footage of living space. This means that even more than 80% of the floors in the living room, bedrooms, and hallways must be covered with carpet.

<u>Door entry system</u>: The electronic door entry system is designed to provide security for you and your neighbors. When someone pushes the code next to your name on the door entry system, your telephone will ring. To admit visitors, push "9" on your touchtone telephone. To report needed changes in the number dialed for your unit, call the Management Company representative at (301) 468-8919.

<u>Door locks</u>: You may replace door locks, or add a deadbolt, on your own. The lock must be neat in appearance and be of similar design to other door locks on other units in your building. No one in Sierra Landing or the management company has keys to your unit. If you get locked out, you must contact a locksmith on your own to arrange for entrance to your unit.

<u>Electric Service</u>: Electric service is the Owner's responsibility. To establish service, call Pepco, on (202) 833-7500 (Espanol (202) 872-4641). Also call this number to report power outages and for billing information.

<u>Hearing Impaired Communications</u>: Some hearing-impaired owners and residents have TTY systems that they use for telephone communication. If you do not have a TTY and need to reach someone with a TTY or vice-versa, call the Maryland Relay Service at 1-800-735-2258. Give them the telephone number you need to reach, and they will relay a message for you. The service is funded by a fee added to your phone bill.

<u>Heat Pump Fuses</u>: If your AC quits, first check the circuit breaker inside your unit. If that's working OK, then check to see if your heat pump is working. If your heat pump does not turn on and off, then your buss fuses may have "blown". These fuses are located in a box mounted on the outside wall of your building in the fenced area. You should first have these fuses replaced before calling someone for expensive repairs to your heat pump. It is strongly suggested you engage the services of a professional to change your fuses, if you are not familiar with this type of work.

To replace the fuses, follow the wire from your heat pump to the wall-mounted fuse box. Open the box, and pull out the fuse holder. Remove both fuses, and go to a hardware or electrical store and get exact replacements. (Note: some of the older fuses are rated at 25 Amps. They don't make 25 Amp fuses any more. It's OK to replace them with 30 Amp fuses.) Put these new fuses back in the holder. Try your system. If it still doesn't work, call a professional heating/air conditioning repair contractor.

Insurance of Common Elements: The Condominium Association is required by the By-Laws to carry insurance for fire and other peril of the common elements. Many mortgage companies require proof of this insurance to maintain the mortgage. If your mortgage company requests such proof, contact the Management Agent and request the telephone number of the Association's insurance carrier. Call the carrier and give the name of your mortgage company, its address, and your mortgage policy number. The carrier will send the required documentation to your mortgage company directly.

<u>Interference from the WTOP Transmitter:</u> Many residents have complained about interference on their telephones, televisions, and radio reception caused by WTOP. Since WTOP was here before we were, there is nothing that the Board of Directors can do about the situation for individual unit owners.

To reduce the amount of interference on telephones, you may purchase an interference filter from a telephone specialty store or an electronics specialty store. Some filters are user-installable, and others require a professional to install them. Ask about installation when you purchase one.

To reduce interference on televisions, you may subscribe to Cable Television. People in Sierra Landing who have Cable TV have not noted a problem with WTOP interference. To reduce interference on radios, you may choose to purchase radio service from Cable TV Montgomery. Call (301) 424-4400 for further information.

<u>Mail boxes:</u> You are the only one who has a key to your mail box. If you lose your mail box key, you must contract with a locksmith to have a new lock installed at your own expense. The Post Office cannot replace your personal mail box keys, and no one at Sierra Landing or the management company has extra keys.

<u>Noise</u>: There is no insulation between floors of buildings. Noise travels up and down very easily. All residents need to be aware of this, and to try to be considerate of others at all times. Unfortunately, noise complaints are common. Please see the section on "grievances" for information on filing a formal noise complaint.

<u>Pets</u>: Pets up to 25 pounds each are permitted to live in units in Sierra Landing. All pets (including cats) must be on a leash when on the common grounds outside the unit. The designated "pet pooping" area on the grounds is the median strip in the middle of the parking lot. Owners must prevent their pets from depositing excrement or urine anywhere else on the property. Violations of this rule are explained in House Rule #5. See Appendix W.

<u>Plumbing—fixture replacement:</u> In 1991, the last phase of the hot water system repairs was completed by replacing all single-lever plumbing fixtures in sinks and showers/tubs with new fixtures that will prevent "bleed by" of cold water into the hot water system in all buildings.

As a result of this work, the Condominium Association adopted a resolution that essentially states that if any unit owner, tenant, and/or resident wishes to replace a single lever faucet within a unit they must first obtain approval from the Board of Directors for the make and model of the replacement unit. Replacement of units with separate hot and cold controls does not require approval by the Board of Directors.

This means that you may NOT replace any sink, lavatory, bathtub, or shower faucet with a single-lever faucet without the written permission of the Sierra Landing Board of Directors or its designee.

If a unit owner does replace a plumbing fixture with a single-lever *faucet* without the permission of the Board of Directors, the board will have the faucet replaced with one of its own choosing, and charge all expenses related to this work (parts, labor, locksmith to gain entry to the unit, and attorney's fees, if applicable) to the unit owner, in addition to any fines or penalties levied on the unit owner by the board. Failure to pay related costs and fines may result in a lien being placed on the property and possible foreclosure to collect these fines.

Recycling: To comply with Montgomery County Law, the Sierra Landing Condominium has placed a container on the parking lot specifically designated for the collection of glass, metal cans, and certain plastics (those stamped with a #1 or #2 on the bottom) ONLY. No paper, plastic bags, Styrofoam, cardboard, or other such items are permitted (put those things in the regular trash). The Condominium Association is subject to a \$65 fine if the recycling container is found to have "contaminants" in it.

Rental of Units: Owners are permitted to rent their units to others for purposes of residential living. The Owner must provide a copy of the lease for the rental and a receipt signed by the lessee, proving they have received a copy of the Declaration, By-Laws, and Rules and Regulations to the Management Agent within 10 days of its inception or renewal. Unit may not be rented for less than 12 months, and units may not be "turned over" or rented to a different person/family more often than once a year. Subleasing is specifically prohibited by the Condominium By-Laws.

<u>Soliciting</u>: Soliciting on our property is strictly prohibited without the advanced written permission of the Board of Directors. No one may place flyers, bulletins, or other advertising under doors, nor may they be posted on walls, windows, or doors, or placed under windshield wipers of cars in our parking lot. Violators may be fined and/or charged for cleaning up such advertising.

<u>Telephones</u>: To have telephone service installed, contact the Bell Atlantic Telephone Company at (301) 954-6260. (Español: [3011 595-4652).

According to the Sierra Landing By-Laws, you may only install telephones and telephone equipment using the existing wiring in the building. No additional wires may be brought in from the outside. Most units have the wiring to provide two separate telephone lines.

Trash: All trash must be placed in one of the trash dumpsters in the parking lot behind the buildings. If one of the dumpsters is full, please use another. People who place trash outside dumpsters, in hallways, or in the laundry room trash cans are subject to fines for violations of house rules.

<u>Bulk trash:</u> If you wish to dispose of large items such as mattresses, appliances, furniture, etc., there are three ways you may dispose of these items:

- Take them to the Montgomery County Landfill yourself. The landfill will allow residents to drop off bulk items free
 or for a nominal fee. The process is simple, with drive-up drop-off facilities. For further information on hours of
 drop-off times and fees, call (301) 840-2370.
- Look in the Yellow Pages of the telephone directory under "Express and Transfer Service" and contact a hauler yourself. In addition to the hauling service fee, you will also have to pay "tipping fees" for the items to be dumped by the hauler at the landfill "Tipping fees" are based on the weight of the bulk items.
- About every six months or so, your Board of Directors arranges for a large dumpster to be placed on our parking lot for 3 or 4 days. You may place any items you have in this special dumpster at no charge.

You may NOT place bulk items in or near the regular trash dumpsters in the parking lot. Anyone doing so will be fined.

<u>Voter's Registration:</u> For information on voting, call the Montgomery County Voter's Registration Office at (301) 217-8683. The voting pools for our area are at the Wheaton Library.

<u>Water and Sewage Service</u>: Water and sewage service is paid by the Condominium Association using a portion of your condominium fees. If you experience a problem with water service, call the Sierra Landing management company representative. If you experience a sewage backup, it is your responsibility to employ a professional and have it cleared. If a sewage backup in your unit affects others in your building you may also be responsible financially for damage in the other units. The Board of Directors suggests you contact your homeowner's insurance representative to ensure you are covered for such occurrences.

<u>Window appearances:</u> You must install shades, blinds, or curtains that are neutral in color from the outside. Neutral colors include white, beige, tan, or natural wood. Fines can be imposed for installation of any other colors. (See "House Rules" in Appendix IV.)

<u>Window screens</u>: You are responsible to maintain window screens in good condition on all windows. These screens must be similar in appearance from the outside to window screens installed on other windows of your building. Local hardware stores can repair or custom manufacture replacement screens.

COMMUNITY CENTER

Further information: See Appendix I.

Reservations for the Sierra Landing Community Center are available for any owner or non-restricted residents for a party or group gathering on a first-come, first-served basis.

Owners may allow renters or lessees to use the Community Center, but the Owner will be held fully responsible for any costs and/or fines resulting from the use of the Community Center. The Owner may recover any charges he/she is assessed from the people he/she allowed to use the Community Center.

Owners may restrict their tenants from reserving the Community Center by sending a written notice to the management company stating that the owner must be informed before a tenant may reserve the Community Center, or that the tenant is not permitted to reserve the Community Center at all.

To reserve the Community Center, call the Management Company representative for Sierra Landing on (301) 468-8919. State the date and inclusive times of your function (from set-up to its end). If the Community Center is available for the date you request, you will be sent a form and a set of the Community Center rules. Complete the form, sign it, and submit a \$100 deposit. Deposits submitted by check will be immediately deposited in the Sierra Landing account.

Your signature on the form indicates that you agree to the Community Center rules, and gives your acknowledgment that you agree to abide by these rules and be held financially responsible for any fines or fees resulting from violations of the Community Center rules and regulations.

Upon receipt of your deposit (and clearance of your check), you will be sent a key to the Community Center in advance of your function. After your function, the Community Center will be inspected. You must immediately return the Community Center key to the Management Company. If the room and surrounding grounds are left clean, no repairs are required, and the key is returned, no fines will be imposed and your deposit will be returned by mail.

All or part of your deposit may be retained to cover the costs of repair, cleaning, and fines as prescribed in the rules and regulations. The costs for repair, cleaning, and fines are defined in the schedule of fees that are a part of the rules and regulations. Additional charges may be levied by the Board of Directors beyond the deposit for repairs, cleaning costs, and/or fines.

SWIMMING POOL

Further information: See Appendix II.

The pool season is usually from Memorial Day (last Monday in May) to Labor Day (first Monday in September). The dates for pool opening and closing are published in the Newsletter and in the pool pass registration form.

Swimming pool hours are usually 11:00 a.m. to 8:00 p.m. on Friday, Saturday, Sunday, and holidays, and 12:00 noon to 8:00 p.m. on Monday, Tuesday and Thursday. The pool is closed on Wednesday. (The hours and weekday closing day may vary; be sure to look for the latest information in the Sierra Landing Newsletter.)

The swimming pool is for the use of residents and their guests. A certified lifeguard will be in charge of the pool. All persons entering the pool area will be required to register with the attendant and present a bona fide pool pass for entry.

There are no fees charged to Owners to obtain pool passes. Forms to obtain pool passes are mailed to Owners in April of each year. The Owner will be asked to return the form before a stated date so that pool passes can be prepared in time to be distributed before the pool opens for the season. Owners may assign the use of pool passes to their tenants if they choose to do so.

Pool passes are only issued for units whose owners are up-to-date in payment of all assessments, fees, fines, or other monies owed the Condominium Association.

The number of pool passes issued for an Owner will be equal to the number of people permanently residing in the unit owned. Pool passes are only issued for the use of people who live here; they are not issued for friends, neighbors, or guests. A copy of a current lease is required before pool passes are issued to tenants of a unit. Only the tenants listed on the lease, including children, may receive passes.

Guest passes are available for purchase in advance from the Management Company or from the pool attendant on site. Fees for guest passes are \$15 for 5 uses. The unused portion of the guest pass may be returned at the end of the pool season to the Management Company for a refund.

TENNIS COURT

The tennis court is available free for use by any owner or resident. There is a combination lock on the gate to the tennis court. To obtain the combination number, call the Management Agent Abaris Realty at (301) 468-8919.

MAINTENANCE

Common Element Maintenance

To report maintenance needs for common elements (hallway/exterior lights out, community center and pool problems, exterior door problems, door entry system changes, etc.) call the Maintenance Office answering machine on (301) 468-8919.

Interior Unit Maintenance

Owners are responsible for maintaining everything within the walls of their units. Owners should contract with professionals to perform maintenance, such as plumbers, electricians, and locksmiths.

PARKING

Parking in the parking lot behind all buildings is controlled. A summary of the Parking Rules and Regulations is in Appendix III.

Generally, resident parking permits are issued to owners of legally tagged vehicles. There is no charge for Sierra Landing parking permits. Parking permits are issued only to people who are up-to-date in assessments, fines, fees, or other monies due the Association.

One visitor parking permit is issued to each unit. Additional visitor parking permits are issued only by authorization of the Board of Directors. If you feel you need more than one visitor's parking permit, write a letter to the Board of Directors, care of the Management Company, stating your request. Your request will be reviewed at the next regular meeting of the Board of Directors.

To obtain a Sierra Landing Parking Permit, call the Management Company on (301) 468-8919 and ask for the Sierra Landing Representative. Be prepared to give the following information about all vehicles for which you need permits:

- Vehicle make, model, color, and year
- License plate number
- Owner's name, address, and business/home telephone numbers

Vehicles not displaying a valid parking permit between the hours of 9:00 a.m. and 5:00 p.m. Monday through Friday are subject to towing. If you think your vehicle has been towed, call the towing company. Their telephone number is posted on signs in the parking lot.

A member of the Board of Directors or the Management Company representative may authorize the towing of any vehicle at any time if, in their judgment, the vehicle is in violation of the Parking Rules and Regulations, poses a threat to the community, or restricts normal access to the common elements.

Parking on the street is controlled by Montgomery County Government. On-street parking is restricted to two hours between 9:00 a.m. and 5:00 p.m. Monday through Friday, except by permit. Both resident's permits and visitor's permits are available. There is a fee for each permit, except to residents who are 65 years of age or older. An application for these permits is required. For more information, call (301) 217-2104. Be sure to tell them you are in the <u>Blueridge</u> restricted parking area in Wheaton.

<u>Parking for special functions:</u> If you need additional parking permits for either the parking lot or for the street for a special event that will occur during the daytime (Monday-Friday, 9:00 a.m. to 5:00 p.m.), arrangements must be made in advance.

<u>Sierra landing Parking Lot</u>: Call the management company representative for Sierra Landing at Abaris on (301) 468-8919 at least one week in advance. Give the date and time of your function. Abaris will inform the Association's towing company not to tow any vehicles during that time.

<u>On street</u>: Notify the Montgomery County Residential Parking Permit Unit <u>in writing at least two weeks in advance.</u> Indicate the reason, date and time you will need the permits. Write to:

Residential Parking Permit Unit Montgomery County Department of Transportation Executive Office Building, Ninth floor 101 Monroe Street Rockville, MD 20850-2589

BOARD OF DIRECTORS

Your Board of Directors is comprised of unit owners representing all owners in Sierra Landing. The board is responsible for ensuring that all common elements are maintained. The board also lets contracts for swimming pool operation, landscaping, and other major projects.

The board also hears grievances on owner complaints, and is authorized to levy fines or penalties for failure to adhere to community rules and regulations.

Service on the Board of Directors is a volunteer, non-paid position. Each member of the board serves a two-year term. Elections are held every year, with either two or three of the board seats up for election. Nominations for the board are requested in December of each year, with the election usually held in January. If you are interested in joining the board, feel free to nominate yourself when the nomination form arrives in December's mail.

Being a member of the board is both gratifying and frustrating, but it is always an extremely valuable and interesting experience.

COMMITTEES

There are several standing committees within the community and there are occasional calls for ad hoc committees. Anyone owning and/or living in Sierra Landing is encouraged to participate.

Standing committees include: Newsletter, Landscaping, Pool, Parking, and Budget committees. Anyone may ask to join any of these committees at any time. Committee chairs are announced in the newsletter or you may contact a board member.

Ad Hoc committees have included: Hallway/community center redecorating, management review and others as needed. Ad Hoc committees meet to work on special projects and then are disbanded.

If you are interested in serving on one of these committees, or see the need for the development of some other committee, please contact a board member.

GRIEVANCES

NOTE: If there is any question, the Community By-Laws and House Rules prevail over the grievance procedure outlined below. The Community By-Laws and House Rules set forth the following method for making a formal complaint:

- 1. Attempt to talk to the people with whom you are having a problem. If you are unable to resolve the issue, you may make a formal complaint to the Board of Directors.
- 2. Before any action may be taken by the Board of Directors or Management Company Representative, a written, signed complaint must be received by the Management Company at the following address:

ATTN: Sierra Landing Abaris Realty 12009 Nebel Street Rockville, MD 20852

Be very specific in your complaint. State the time, date, and nature of your complaint. State the names and telephone numbers of any witnesses to this complaint. Be sure to include your name, address, and daytime telephone number(s).

- 3. Once a signed complaint is received, a letter will be sent to the violator (the unit owner). A copy of this letter will be retained in the Management Company files and another copy will be sent to the Board of Directors.
- 4. If the behavior which violates the By-Laws or House Rules does not cease after this initial letter, the complainant may contact the Management Company Representative to determine if other complaints about the same problem have been received within the last 12 months. If so, your complaint will result in the action specified in #6 below.
- 5. If there are no other complaints about the same problem within the last 12 months on file it is suggested that the complainant locate at least two other residents as witnesses to validate the nuisance. In this instance, the complainant should send a second letter to the management company attaching the affirmation of the two witnesses stating that, in their opinion, a problem exists. For example, the person below you is playing their stereo too loudly. Send a letter to the management company which will forward a warning notice to the appropriate party. The problem continues, but no other owners in the building are bothered by it. In this case, invite two other owners into your unit to hear the stereo. If they agree there is a problem, ask them to write a short note which states that, in their opinion, there is a nuisance.
- 6. When additional residents or witnesses have validated, in writing, that the problem exists, a second letter will be mailed (certified) to the Owner by the management company. This letter will (1) describe the nature of the complaint, (2) ask the Owner to take appropriate action to prevent future violations, and (3) advise the Owner that any additional violations will result in a hearing before the Board of Directors, which may impose sanctions.
- 7. Once evidence sufficiently demonstrates that the violator has not rectified the problem within 14 days after receipt of the second notice, a third letter will be mailed to the violator, via certified mail. The third letter will notify the violator that the board will conduct a hearing. It will also include the location, date, and time of the hearing, and invitation for the affected parties to attend, and any proposed fines or fees. A copy of this letter will be provided to the Board of Directors with all pertinent information regarding the problem at least four days prior to the hearing date.
- 8. The hearing will be conducted in conformance with State and County law, giving each side an opportunity to present its case.

- 9. The Board of Directors will render a decision. Once a decision is reached, the Board of Directors will determine what fees, if any, will be assessed. Ha unit owner has been found to have violated a By-Law or House Rule, the Board of Directors shall use the "Schedule of Fees" as a guideline to determine the amount to be assessed against the unit owner. In addition, the Board of Directors may decide to assess the violator for all Association costs incurred. In a case where a person is found not to have violated a House Rule or By-Law, the Board of directors cannot assess any fees against either party. However, the complainant shall be required to reimburse the Association for all incurred costs.
- 10. If violation fines, fees and/or Association expenses are to be assessed against the violator, the Board of Directors shall file a letter with the management company notifying them of the decision and documenting the date the decision was reached. The management company will then assess the appropriate unit owner for the amount due the Association. Failure to pay this assessment will result in a lien being placed on the property and, if necessary, foreclosure.
- 11. An owner may appeal the board's decision by writing to the Montgomery County Common Ownership Commission, 100 Maryland Avenue, Rockville, MD 20850.

APPENDIX I — COMMUNITY CENTER RULES AND REGULATIONS

SIERRA LANDING CONDOMINIUM COMMUNITY CENTER RULES & REGULATIONS

(Revised December, 1995)

The following rules and regulations are for the protection and benefit of all to ensure safe use of the Community Center and its facilities. Adults are requested to instruct children to observe and follow all rules.

- 1. All persons using the Community Center and its facilities do so at their own risk and sole responsibility. The person making the reservation is responsible for the conduct of each of his/her own guests. The owner/resident, on behalf of himself/herself and guests, releases the Sierra Landing Condominium Association from any claims arising from the use of the Community Center. The owner/resident shall indemnify and hold harmless the Association for any and all damages and costs (including reasonable attorney's fees) which the Association incurs as a result of any claim being brought against it as a result of the use of the Community Center_
- 2. The Sierra Landing Condominium Association will not be responsible for the loss of or damage to any personal property of any kind of its owner/resident or their guests.
- 3. A \$100.00 deposit and return of a signed agreement for each use of the Community Center to the Management Agent is required to confirm a reservation for each use of the Community Center.
- 4. The Community Center and patio shall be left clean and undamaged by the clean-up deadline. A fee schedule of charges for failure to clean or care for the Community Center and its facilities applies, and any fees will be deducted from the deposit. If the fees are more than the deposit amount, the owner/resident will be assessed for the excess. See "fees" in Section 26.
- 5. First-come, first-served use will be based on date of receipt of check for deposit.
- 6. Parties/functions must end no later than 2:00 a.m. on weekends (Friday/Saturday) and 12:00 midnight on weeknights (Sunday through Thursday). The day preceding a federal holiday if not a Friday or Saturday shall be considered a "weekend," and 2:00 a.m. shall be considered the latest function ending time on those nights.
- 7. Clean-up must be completed by 10:00 a.m. the following day or two hours prior to the next scheduled function, whichever occurs first.
- 8. All activities shall remain at a noise level where no resident will be disturbed.
- 9. The owner/resident who made the reservation shall be responsible for the actions of any guest using the Community Center or its facilities. Any functions involving minors must be properly supervised by a minimum of one adult for every ten children using the facilities. A child or minor is defined as being younger than 18 years old. No alcoholic beverages may be consumed by minors on the common areas or within the facility in accordance with State Law.
- 10. The Community Center may be reserved for up to eight hours at a time. Exceptions must be approved by a delegated member of the Board of Directors. If the Center is needed for more than eight hours, the Management Agent Abaris Realty must be notified at least ten days in advance.
- 11. Smoking is not permitted in the Community Center building at any time. The owner/resident must direct anyone who smokes to do so outdoors or on the patio, and to dispose of cigarette butts in appropriate receptacles.

- 12. The person holding the reservation must be present in the Community Center during the function. Should it be necessary for the person to leave for a period not to exceed one-half hour, he/she will designate another adult present at the function to assume his/her obligations under the terms of the reservation agreement.
- 13. The owner/resident will be responsible for any missing items and for any damage to the Community Center's furnishings such as stains on the furniture or carpet, damage to walls, bathrooms, etc. Any additional work required to restore the mom and furnishings to their original condition will be billed to the owner/resident. If key to the Community Center is lost or stolen, the owner/resident will be assessed the cost of a new lock installed by a locksmith.
- 14. If the facility is noted to be damaged or unclean prior to using the room, the person who made the reservation must notify the management company or a member of the Board of Directors if not during business hours <u>before</u> use in order to avoid charges for the damages.
- 15. No pets shall be allowed in the Community Center.
- 16. All trash must be collected and placed in dumpsters in the parking lot before the clean-up deadline.
- 17. All guests must park at the end of the parking lot area, away from the Community Center.
- 18. Return of the deposit will be made upon completion of an inspection by a person designated by the Board of Directors, return of the Community Center key, and deduction of fees as may be applicable (see Section 26.)
- 19. Due to fire regulations, no more than 85 people (including children) may attend a function held at the Community Center. If more than 85 people are present (indoors or outdoors) for any function, the event will be immediately shut down and everyone will be required to leave.
- 20. The patio and playground may be used by Community Center guests. Adult supervision of children on the playground is required at all times. Guests may use the patio provided the noise level of people on the patio is not disruptive to residents in nearby buildings. For safety reasons, the playground may not be used after dark.
- 21. Guests may not congregate in the parking lot or anywhere else on the grounds. People who are not in the Community Center, on the patio, or playground will be asked to leave. If they do not leave, the event may be shut down and everyone will be asked to leave.
- 22. All amplified music must be at a level where it cannot be heard inside another building.
- 23. If Police are summoned to the property due to noise complaints, the Board of Directors or designee may require that the event *be* ended immediately and everyone will *be* asked to leave.
- 24. Any summons or citation issued by the Police, Fire Marshall, or civil authority regarding any event held at the Community Center will be the responsibility of the person who reserved the Community Center. Costs for answering a summons by the Condominium Association, including reasonable attorney's fees, will also be the responsibility of the person who reserved the Community Center, or the owner of the unit where the person who reserved the Community Center lives, if the person who made the reservation is not a Sierra Landing unit owner.
- 25. The rules may be revised or additional rules established at any time as approved by the Board of Directors.

26. The owner/resident who reserved the facility is responsible for returning the facilities and surrounding grounds to a clean and damage-free condition before the clean-up deadline. If the owner/resident does not do any of the following before the clean-up deadline, the following fees apply.

The Owner will be fined for noncompliance. To avoid full or partial loss of deposit and potential additional fines, please:

- a. Ensure no one smokes inside the Community Center building. Fee: \$100.
- b. Vacuum all carpeted areas after function. Fee: \$25.
- c. Remove tape from walls/ceiling. Fee: \$5 per piece of tape removed + costs to repair wall/repaint if required.
- d. Remove all trash from the bathrooms and community center and place it inside a dumpster in the parking lot. Fee:
 - Trash left inside the Community Center: \$25 per bag, \$25 minimum.
 - Trash left on the grounds of the Community Center: \$35 per bag, \$35 minimum.
 - Trash left outside the dumpsters: \$50 per bag, \$50 minimum.
- e. Clean bathrooms, including commodes and sinks, and remove and dispose of trash. Fee: \$50 per bathroom.
- f. Remove personal items from kitchen, including refrigerator and cabinets. Fee: \$25.
- g. Clean kitchen. Fee: \$50.
- h. Ensure no cigarette butts remain on the patio, playground, or surrounding areas. Fee: \$25.
- i. Turn off heat or air conditioning. Fee: \$25.
- j. Turn off lights. Fee: \$25.
- k. Lock all exterior doors. Fee: \$25.
- I. Leave carpet undamaged (including no stains). Fee: \$100 + cost of cleaning/repair/replacement.
- m. Leave furnishings undamaged (including no stains). Fee: \$100 + cost of cleaning/repair/replacement.
- n. Missing furnishings from the Community Center. Fee: \$100 + cost of replacement.
- o. Return the Community Center key to the management company within 5 business days after the event. Fee: \$25 for every 5 business days it is late.
- p. Clean up before the clean-up deadline. Fee: \$25 + costs of any cleaning and/or maintenance required to return the Community Center to its original condition.
- q. Capacity Restrictions: If more than 85 people are found at a function in or near the Community Center, a fine of \$100 will be assessed. If a member of the Board of Directors or designee asks that the event be stopped and it is not stopped within 15 minutes of such a directive, a fine of \$100 for each half hour the event continues will be assessed.

- r. Location restrictions: If guests congregate in the parking lot or anywhere else on the grounds other than the patio or playground and they do not leave when requested to do so, a fine of \$100 will be assessed. If guests remain on the playground after dark, a fine of \$50 will be assessed.
- s. Noise restrictions: If amplified music or noise from guests can be hear inside buildings other than the Community Center, and if the Board of Directors receives a complaint, the person reserving the Community Center will be asked to turn the music down and/or control noise from guests. If noise continues for more than 15 minutes past being notified, a fine of \$50 will be assessed.

Additional reasonable costs or fees for cleaning and/or maintenance, in addition to Attorney's collection fees, may also be assessed as may be directed by the Board of Directors or its designee.

A qualified pool attendant will be in charge of the pool. All persons entering the pool area will be required to register with the attendant and present a bona fide pool pass for entry.

Members of the Sierra Landing Board of Directors, the Chairman of the Pool Committee, and the Property Manager are authorized to enforce these rules as well.

All persons using the pool facility must conform to the Condominium By-Laws and all Rules and Regulations. Any person may be barred from the pool or pool area at the discretion of the attendant in charge for any reason which, in the judgment of the attendant, Board of Directors, or designee, constitutes a hazard to such person, other persons, or to the Association. Any person may also be barred for the use of foul or abusive language or performing any actions which are deemed improper or hazardous.

The attendant is responsible for the strict enforcement of the Rules and Regulations, and has authorization to temporarily deprive resident or guest access to the pool area. All such denials shall be investigated by the Board of Directors or its designee to determine whether they will be temporarily or permanent.

The following Swimming Pool Rules and Regulations are for the protection and benefit of all pool users to assure the safe and sanitary operation of the pool facilities. Your cooperation in abiding by these conditions will afford pleasant relaxation and recreation for all concerned. Parents are requested to instruct and caution their children to observe all Swimming Pool Rules and Regulations and to obey the directives and requirements of pool attendants and Management.

1. Residents will not be charged for the use of the pool.

A guest is any non-resident person who uses the pool and facilities on an occasional or temporary basis and is accompanied by a resident. Guest admission is NOT a daily invitation for friends, neighbors, or relatives not residing in Sierra Landing to use the pool. The management and pool attendants reserve the right to refuse entry to any guest(s), should it be determined that the number of guests is depriving or limiting residents and members of their households of their pool privileges.

All guests MUST provide identification satisfactory to the pool attendant and be accompanied by a resident.

2. Guest passes may be purchased from the lifeguard at the pool.

A guest pass costs \$15.00 and may be used for five admissions of a guest(s) when accompanied by a Resident. Each time the guest pass is used, it will be validated for the number of guests entering the pool area. After five validations, a new guest pass must be purchased. After the pool has closed for the season, any guest pass that has not been validated five times may be returned for a refund of \$3.00 for each section not validated. All payments for guest passes MUST be in the form of a check made payable to Sierra Landing Condominium. No cash will be accepted.

- 3. Residents are responsible for the actions of any child under the age of 18 and guests. Dependents 18 years of age or older living with Unit Owners or tenants at Sierra Landing must complete a separate registration form for pool passes and will be held responsible for their actions as adults.
- 4. The use of the pool and pool area is by permission only. With the exception of a paid guest of a resident, no other person will be allowed inside the pool area at any time.
- 5. The pool may be closed at any time due to forecasted or actual weather conditions, mechanical breakdown, operational difficulties and at the discretion of the attendant or management, for any reason deemed necessary.

- 6. All bathers MUST shower completely before entering the pool area.
- 7. All residents using the pool do so at their own risk.
- 8. Children age 10 and over need not be accompanied by an adult for admission to the pool area, provided they can demonstrate sufficient ability to swim, understand and comply with the pool attendant's directives and do not cause any disturbance. Pool attendants are not babysitters, and residents will not be permitted to send their children to the pool as a means of circumventing parental responsibility. No preschooler will be permitted in or around the main pool, unless they can swim the entire length of the pool and back and are supervised continually (while in the swimming pool enclosure) by a parent or responsible adult. Babysitters under the age of 18 WILL NOT, at any time, be allowed to supervise more than one child under the age of 10 whether in the main pool or in the baby pool.
- 9. Running, pushing, wrestling, ball playing, rowdy or raucous behavior or causing undue disturbance in or about the pool are prohibited, and violators will be subject to immediate dismissal from the pool area and suspension of pool privileges for the remainder of the season.
- 10. No life preservers, inner tubes, rafts, or play equipment may be used in the main pool. (This does not include instructional devices used in conjunction with training under the direct supervision of a qualified pool attendant.) "Water wings" for small children are permissible at any time.
- 11. No pets are allowed within the pool area.
- 12. Baby strollers are permitted on the pool deck, provided that the strollers are:
 - a. Kept at least 10 feet from pool edge;
 - b. Supervised by a responsible adult;
 - c. Have their wheels blocked when parked so that the stroller cannot roll over if pushed;
 - d. Wiped clean at the entrance to the deck area to prevent the wheels from carrying dirt into the pool area.
- 13. No street footwear will be permitted in the pool area.
- 14. Admission shall be refused to all persons exhibiting symptoms of any infections disease, sore or inflamed eye, colds, nasal or ear discharge, or any communicable disease. Persons with excessive sunburn, open sores, or bandages of any kind will not be permitted. A physician's certificate showing that an observed physical ailment is not communicable or hazardous to any person may be required.
- 15. Spouting of water or similar unhygienic actions are not permitted.
- 16. Abusive or profane language or breach of the peace will not be tolerated.
- 17. No food or glass containers may be brought into the pool enclosure; refreshments shall be allowed only at designated tables, but not within four feel of water's edge. Trash and refuse must be placed in the receptacles provided.
- 18. Casual attire may be worn within the pool enclosure, except that within four feet of water's edge, only swimwear designed for bathing may be worn. Cut-offs is not permitted to be worn in the pool.
- 19. Anyone found in the pool area when the pool is closed and no attendant is on duty is subject to criminal prosecution. If the person has been issued a pool pass, the pass will be revoked for the remainder of the season.

- 20. Violation of any of the above Rules or Regulations shall be deemed sufficient grounds for the restriction or complete suspension of swimming pool privileges.
- 21. Passes will not be issued if any condominium assessments, late charges, legal fees, court costs, or other charges are unpaid.
- 22. Passes will not be issued to absentee owners or the tenants of owners who have not provided the Management Company with a copy of the fully executed lease and a receipt signed by the lessee for a copy of the Declaration, By-Laws, and Rules and Regulations.
- 23. So as to not disturb other users of the pool facility, the only type of radio or tape player permitted will by the "Walkman" type with personal headphones.

NOTICE ABOUT RESTRICTION OF POOL PRIVILEGES

Use- of the pool is a- privilege, not a right. The lifeguard or a representative of the Sierra Landing Management Company or Board of Directors may deny pool privileges to anyone. A set of guidelines on restriction of pool privileges, as approved by the Board of Directors, is provided to the Pool Management Company. A copy of these guidelines will be provided upon written request to the Board of Directors.

APPENDIX III -- PARKING REGULATIONS

PARKING AND TRAFFIC RULES AND REGULATIONS BOARD OF DIRECTORS SIERRA LANDING CONDOMINIUM ASSOCIATION

The Board of Directors of Sierra Landing Condominium Association, hereinafter referred to as the "Board", as authorized under Article VI, Section 1 of the By-Laws, hereby adopts these rules and regulations, which govern the use of general common elements for vehicle parking, and for the safe use of motor vehicles permitted by law and by the condominium documents.

1.0 GENERAL REGULATIONS

- 1.1 It is the responsibility of each unit owner (and his or her lessee or licensee) to fully comply with these rules and regulations. Unit owners (and their lessees or licensees) will be responsible to communicate and instruct all lessees, licensees, visitors, guests, family members, trades or craft workers, callers and others who may have legitimate reasons for access or cause to be on the property, regarding the operation of these rules and regulations.
- 1.2 Unit owners who lease, license, or rent their units to others (in compliance with these By-Laws as elsewhere provided) may assign the use of the parking permits (provided for in Section 3 hereof), to his or her lessees, licensees, or renters, but only if the remainder of this Section is met. The unit owner is ultimately responsible for the actions of said tenants, owners, guests, or invitees. The unit owner must include in and attach to all leases (executed 30 days after the effective date of these rules), a copy of these rules and regulations. Any assignment made under this Section to such tenants will only be effective during the term of the lease or license and must be renewed upon renewal or execution of a new lease or license. No assignment will be effective until the unit owner files a conformed copy of said lease or license with the board or its managing agent. Under the terms of the By-Laws, violation of these rules shall be deemed a default under the lease.
- 1.3 Parking permits will only be issued to those who are up-to-date in assessments, fines, or fees due the Sierra Landing Condominium Association. Parking permits will not be issued if money is owed for any reason. If a unit owner becomes delinquent in payments due the Association, parking permits may be revoked and any vehicle displaying a revoked permit is subject to towing at the vehicle owner's expense.
- 1.4 All parking permits must be turned in to the managing agent when the permit holder no longer resides in the premises.
- 1.5 Each unit owner must sign an acknowledgement that he or she has received a copy of these rules and regulations before any parking permits will be issued, pursuant to Section 3 herein.
- 1.6 The board shall be authorized, in the manner and to the extent permitted by law and the condominium documents, to levy reasonable fines or penalties for the enforcement of these rules and regulations, and may call upon the service of municipal law enforcement agencies to assist in achieving compliance or may use the services of qualified towing services to remove any vehicles which may be in violation.

2.0 USE OF ROADWAYS AND PARKING AREAS

- 2.1 **Vehicle Restrictions** Addressed in Article V, Section 9 (m) of the By-Laws.
- 2.2 **Access** No vehicle shall be parked in such a manner as to impede or prevent access to any portion of the general common elements, including entrance or driveway or parking spaces.

- 2.3 **Conforming to Space** Vehicles must be parked in the boundaries of marked spaces or parking areas. Parking in intersections, grass areas, driving lanes, driveway, or sidewalk areas of the general common elements is prohibited.
- 2.4 Unlicensed, Inoperable and Prohibited Vehicles No go-carts or unlicensed vehicles shall be operated on condominium property. Vehicles may not, be stored on the general common elements. Any vehicle not moved off the general common elements under its own power for one month is considered a stored vehicle. No person may operate a motorized vehicle on the property without a proper operating license.
- 2.5 **Repairs** No repairs to vehicles other than emergency maintenance shall be permitted on the general common elements. In no event may oil or other fluids be drained from vehicles onto condominium property.
- 2.6 **Motorcycles** All motorcycles shall be licensed and equipped with approved noise control devices and operated only on roadways and driveways, in a manner not to disturb occupants. Motorcycles are exempt from displaying parking permits, but must register.

3.0 RESTRICTED PARKING

- 3.1 Except as provided for in Section 2.6, in order for any vehicle to be parked in the general common areas it must have a valid parking permit properly displayed in clear view, as designated by the board.
- 3.2 Each unit owner and/or resident shall be issued parking permits upon compliance with other requirements set forth in these rules and regulations. Each unit is eligible for one (1) visitor's pass. Additional visitor passes may be provided at the discretion of the board upon receipt of a written statement of need. Replacement permits (for lost or stolen permits) shall cost \$15.00. The board is empowered to issue new permits (of a different color and/or style), for all units at its discretion, in order to ensure security of the parking system, provided, however, that unit owners are given thirty (30) days notice of such reissuance.
- 3.3 Parking is restricted 24 hours a day and 7 days a week. No vehicle, except motorcycles, may lawfully be parked in the common areas without a properly displayed, valid parking permit. All other vehicles will be considered trespassing and subject to towing.
- 3.4 Unit owners may permit occasional guests or their neighbors to use their visitor parking permit, but the unit owners to whom the permits are assigned shall retain responsibility for the proper use of said permits.
- 3.5 Each parking permit will be numbered for control purposes, provided, however, that the unit to which the permit is assigned shall be maintained confidential by the board, except as required to enforce these rules and regulations.
- 3.6 A copy of these rules and regulations shall be provided with each parking permit (or replacement permit) upon issuance of the permits or upon request.

4.0 ENFORCEMENT PROCEDURES

4.1 The board or its managing agent shall be responsible for enforcing these rules and regulations. Unit owners or residents who observe a violation or wish to lodge a complaint should contact the managing agent.

4.2 Violations Resulting In Towing:

- (a) Vehicles threatening the safety of the condominium residents.
- (b) Vehicles blocking or improperly impeding access to any portion of the general common areas.
- (c) Vehicles considered trespassing according to these rules and regulations.
- (d) Vehicles of the type not authorized to be parked in the area by these rules and regulations.
- (e) Vehicles parked with a parking permit which has been suspended, revoked, reported stolen, or lost. This includes vehicles displaying a permit assigned to someone who owes the Condominium Association any assessments, fines, or fees.
- (f) Vehicles displaying a permit registered to an owner, lessee or licensee who is known to have vacated the property.
- (g) Vehicles in violation of any municipal law, including blocking of fire lanes and other restricted areas.
- (h) Vehicles parked in any area where parking is prohibited or restricted by these regulations or otherwise.

(All costs incurred will be paid by the violator.)

- 4.3 Except as provided in Section 4.2, the board shall follow the procedures set forth in Section 11-113 -Conflict Resolution of Title 11 (Real Property) of the Maryland Code (the Condominium Act) and Chapter 30C of the Montgomery County Code, for enforcing these rules and regulations. The board may assess fines and issue cease and desist orders, in order to enforce these rules and regulations. Repeated refusal to comply with valid cease and desist orders issued by the board or its managing agent, or repeated refusal to pay valid fines (for violation of these rules and regulations), shall be grounds for suspension of all parking permits upon proper notice.
- 4.4 The board may fine a violator of these rules and regulations from \$50.00 up to \$500.00 per violation.
- 4.5 Prior to instituting the procedures necessary to levy a fine under Section 4.4, the board or its managing agent shall within twenty (20) days after learning of the alleged violation, give a written warning to the violator setting forth the provision of these rules and regulations applicable, and the action necessary to come into compliance with these rules and regulations. However, this Section shall not prohibit the board from assessing a fine for failure to comply with these rules and regulations upon the first or subsequent offense.

5.0 STATUTORY REQUIREMENTS

- 5.1 These rules were effective October 3, 1990.
- 5.2 The board adopts these rules under process as required in. Section 11-111 of the Maryland Code (The Maryland Condominium Act) as amended in 1984.

APPENDIX IV -- HOUSE RULES

- 1. Prior to occupancy, each unit owner shall install carpet on at least 80% of the floor area in every room and hallway (excluding kitchen and bathrooms) above a lower unit. Associated violation fee: \$100 to \$600.
- 2. All trash shall be placed in the trash dumpsters located in the parking lot. Trash from individual units shall not be placed in any other location. In addition all empty cartons and boxes must be broken down before proper disposal in the dumpsters. Associated violation fee: \$100 to \$600.
- 3. Unit owners shall not place or store any object or material of any kind in the basements, hallways or other common grounds, unless written approval is received from the Board of Directors. Associated violation fee: \$100 to \$600.
- 4. Unit owners, residents, and lessees shall exercise extreme care to avoid unnecessary noise or the use of musical instruments, radios, stereos, televisions, amplifiers, and household appliances which may disturb other residents. Extreme care should be taken between the hours of 11:00 p.m. and 8:00 a.m. Associated violation fee: \$100 to \$1000.
- 5. All unit owners, residents, and lessees shall ensure that all pets are on a leash when on common property and use the designed areas. Associated violation fee: \$100 to \$1000.
- 6. Each unit owner will be held responsible for his or her tenant's violation of By-Laws or House Rules. Associated violation fee: As given for the appropriate By-Law or House Rule.
- 7. Any unit owner who has damaged any Association property, or has caused the Association to incur expenses, will be assessed the repair costs or expenses, plus reasonable attorney's fees required to collect costs of damages and/or expenses. Associated violation fee: \$100 to \$600 plus actual cost incurred and reasonable attorney's fees. (Modified 3/29/94)
- 8. At any time, the Rules and Grievance Committee or the Board of Directors can assess a fee greater than that recommended for a By-Law or House Rule violation.
- 9. Noxious or offensive activities: Unit owners, residents, and lessees shall exercise extreme care to avoid causing rodent and/or insect infestation in their units which can then spread to other units. Costs of professional exterminators or similar contractors to remove/destroy vermin and clean up afterwards will be billed, in addition to the proposed fine, to the owner whose unit caused the problem. Associated violation fee: \$100 to \$600 plus associated costs for cleaning up the building. (Modified 11/22/95).
- 10. When a sanction is approved by the Board of Directors requiring a Unit Owner to correct a deficiency or problem within their unit, the Unit Owner shall have 20 days to comply with the board's directive, except in the event the board is of the opinion that the deficiency or problem creates an unreasonable safety risk to the occupants or buildings or immediate action is otherwise warranted. If the Unit Owner does not correct or otherwise satisfactorily comply with the board's directive within 20 days or such shorter period as set by the board in the base of a safety threat or emergency, the board may levy a fine not to exceed \$10 per day for each day the Unit Owner does not come into compliance. The maximum penalty that may accrue per board directive is \$500. (06/06/94)
- 11. Smoking is not permitted anywhere in the common areas inside buildings. This includes hallways, stairwells, the lobby, and laundry rooms. Associated violation fee: \$50 to \$200. (06/06/94)
- 12. When the Association incurs unusual expenses to repair, replace, or maintain the common elements associated with one building, and those expenses are attributable to a consistent pattern of human behavior, including but not limited to vandalism, destruction of property, or abuse, the board of

Directors may levy a fee upon each owner of all units within the building to recover the costs of required repairs in and around the particular building. The fee would be equal to the total of the unusual expenses incurred, divided among the number of occupiable units in the building. (06/06/94)

13. Permission of the Board of Directors and/or its agent is required at least 24 hours in advance when water, electric, or natural gas service must be temporarily disrupted in any building. Notice to the board through its Property Manager must be given in advance, with an explanation as to the reason why utility service disruption is necessary. If utility service must be temporarily disrupted, every effort must be made to have the service disruption occur between 10:00 a.m. and 4:00 p.m. on a weekday (except holidays.) Specific written authorization from the board or its agent to have utility service disruption occurs outside these times or on weekends is required.

This does not apply to genuine emergency situations where life or property is immediately threatened.

Associated violation fee: \$100 to \$600 per occurrence. (12/01/94)

- 14. The Association will arrange to have a qualified plumber check any water leaks into the common areas and/or an individual unit. If the leak is occurring from a common area pipe (i.e.: a pipe serving more than one unit), the roof, or through a wall, the Association will pay the costs of stopping the leak and will repair any damage to the common areas and/or individual unit (excluding personal property). If it is determined that the leak originated from an individual unit, the repair and damage costs will be the responsibility of that unit owner. If a leak into an individual unit is investigated and the source cannot be found, that unit owner will be responsible for the cost of the investigation. (Adopted 11/24/95).
- 15. Residents and owners are allowed to use a hose connected to a building to wash one car per day, provided they clean up after they are done, a nozzle is used to restrict water flow, and water is not wasted. No towels, litter, hoses, soap, or other related materials may be left outdoors or hanging to dry. This activity may only occur during daylight hours. Associated violation fee: \$100 to \$600 per occurrence. (Adopted 11/24/95).
- 16. When a condominium unit is sold or rented to a new owner or tenant, the Owner will: (Rule adopted 12/21/95)
 - Notify Abaris Realty, Management Agent, at least 72 hours in advance of a scheduled date of intention to move furnishings into a unit. If multiple days are anticipated for moving in furnishings, all dates for furniture movement will be provided in advance. This will enable the Management Company to schedule an inspection of the common areas of the building prior to move-in as well as an inspection after all furniture moves are completed.
 - Pay a "Move-In Fee" of \$200.00, payable to "Sierra Landing Condominium Association," in addition to the regular condominium fee, on or before the date of the move.
 - Ensure a dedicated telephone line is installed and working inside the unit. The telephone number shall be reported to Abaris Realty within 24 hours of unit occupancy. Abaris Realty, in turn, will ensure the telephone number is programmed into the security telephone system of the building so the occupant can admit guests, service representatives, and the like.
 - Ensure that window coverings (blinds, shades, curtains, or drapes) are installed over each window within one week of unit occupancy. Window coverings must be of neutral color (white, tan, or beige) in outside appearance. At no time are sheets, blankets, or other "temporary" window coverings permissible.

• If the unit is to be rented, a copy of a written lease naming all tenants will be provided to Abaris Realty within 10 days of its inception or renewal. Lease terms must be in conformance with the Condominium, By-Laws as set forth in section (9) Restrictions of Use of Units, subsection (q), leasing arrangements. Specifically, any such lease shall contain a provision to the effect that the tenant is subject to provisions of the Declaration, the By-Laws, and the Rules and Regulations of the Sierra Landing Condominium Association and shall be for a term of at least twelve months and any such lease shall include a signed receipt by the lessee of a copy of the Declaration, By-Laws, and Rules and Regulations.

Furniture may be moved only during the hours of 8:00am to 8:00pm. People moving furniture must take every precaution to ensure that:

- No damage is done to the common areas, including doors, windows, walls, wallpaper, stairs, carpeting, or other common elements. If damage is detected within 48 hours of moving furniture, the cost of repair of any damage will be billed to the Owner of the unit being occupied. Damage costs will be billed after repair work is completed. Repairs will be conducted by a contractor of the Sierra Landing Condominium Association's selection, using materials of like quality to that already installed and in place.
- Opened doors will always be supervised to prevent entry to the building by anyone who does not live there. Doors may be held open by hand, by a rope, or a heavy brick or box. Doors may not be held open by placing anything in the door's hinge area.
- Reasonable care will be taken to minimize noise during the move.
- No vehicles will be driven upon the property, including sidewalks, grass, or stairs. Designated fire lanes, handicapped access ramps, and handicapped parking places must be kept clear at all times.
- Moving boxes, packing materials, and other trash will be, broken down and/or compacted, and placed completely inside trash dumpsters in the back parking lot of the complex. Trash and other moving materials may not be left anywhere else on the property. Trash will not be placed in the white recycling container.

Failure to comply with the provisions of this Rule shall result in the following sanctions:

- Failure to notify Abaris Realty at least 72 hours in advance of a move: \$500 to \$1,000. The \$200 "Move-In Fee" will still be due.
- Failure to install a dedicated telephone line in the unit within 24 hours of unit occupancy: \$200.
- Failure to install appropriate window coverings within one week of unit occupancy: \$200.
- Driving a vehicle onto a sidewalk, grass, or stairs, or blocking a fire lane: \$200 per occurrence.
- Leaving moving boxes, packing materials, or other trash on the common elements: \$200 per occurrence.
- Failure to provide a copy of a lease for a unit that is rented within 10 days of the lease's inception or renewal, or failure of the lease to conform to requirements as specified in the By-Laws: \$200.

APPENDIX V -- CONDOMINIUM BY-LAWS

The By-laws of the Sierra Landing Condominium Association govern the condominium's operations. All unit owners are bound by these By-Laws. It is not possible nor worthwhile to duplicate the By-Laws in this document. They are 32 pages long, and are contained in the Condominium Documents required to be provided to Owners upon purchase of a condominium unit in Sierra Landing. The full text of the By-Laws can be found on pages 2-13 to 2-45 of these documents.

A summary of these By-laws follows, indicating the most important sections that all owners, residents, tenants, and lessees must be aware of follows:

- 1.2 Applicability: The By-Laws are applicable to all owners, occupants, or users of the premises.
- II. Council of Unit Owners: All owners of units at Sierra Landing comprise the Council of Unit Owners, who shall have the responsibility of administering the Condominium, establishing the means and methods of collecting the contributions to the Common Expenses, arranging for the management of the Condominium, and performing all of the acts that may be required to be performed by the Council by the Maryland Condominium Act.
- III. Board of Directors: The affairs and business of the Condominium shall be managed by a Board of Directors which shall have all of the powers and duties necessary for the administration of affairs of the Condominium and may do all such acts and things as are not directed to be done by the Council. These duties are summarized as follows:
 - (a) Preparation and adoption of an annual budget, in which there shall be established the contribution of each Unit Owner to the Common Expenses.
 - (b) Making assessments against Unit Owners to defray the costs and expenses of the Condominium.
 - (c) Providing for the operation, care, upkeep, maintenance, and surveillance of all of the Common Elements and services of the Condominium.
 - (d) Designating, hiring, and dismissing the personnel necessary for the maintenance, operation, repair and replacement of the Common Elements.
 - (e) Collecting the assessments against the Unit Owners.
 - (f) Making and amending of additional Rules and Regulations respecting the use of the property.
 - (g) Opening of bank accounts on behalf of the Condominium.
 - (h) Making, or contracting for the making of, repairs, additions, and improvements to, or alterations of, the Property.
 - (i) Enforcing by legal means the provisions of the Declaration, these By-Laws, and the Rules and Regulations for the use of the property.
 - (j) Obtaining and carrying insurance against casualties and liabilities.
 - (k) Paying the costs of all services rendered to the Condominium.
 - (I) Purchasing, leasing, mortgaging, voting the votes appurtenant to (other than for the election of members of the Board of Directors) on behalf of all Unit Owners.
 - (m) Section not present.

- (n) Granting agreements on behalf of the Council of Unit Owners on behalf of any public utility company or governmental authority, with respect to the installation, construction, operation, maintenance, repair and/or replacement of any and all utility lines or poles or public sewer and water lines.
- (o) Establishing reasonable reserve funds for emergencies and unforeseen contingencies and for the repair and replacement of Common Elements.
- (p) Borrowing money on behalf of the Condominium when required in connection with the operation, care, upkeep, and maintenance of the Common Elements. (Limitations apply.)
- (q) Keeping books with detailed accounts of the receipts and expenditures affecting the Property.
- (r) To do such other things and acts not inconsistent with the Act and with the Declaration which it may be authorized to do by a resolution of the Council.
- (2) **Managing Agent**: The Council, through the Board of Directors, shall employ for the Condominium a professional Managing Agent.

(6) Maintenance and Repair:

- (a) By the Board of Directors: The Board of Directors shall be responsible for the maintenance, repair, and replacement (unless necessitated by the negligence, misuse, or neglect of a Unit Owner, or of a person gaining access with said Unit Owner's actual or implied consent, in which *case* such expense shall be charged to such Unit Owner), of the following, which shall be charged to all Unit Owners as a Common Expense:
 - (1) All of the Common Elements
 - (2) All exterior walls and exterior surfaces; the roof, party walls, and other portions of the Units which contribute to the support of the Building; the boundary walls of Units, floor slabs and load-bearing columns; excluding interior surfaces of all walls, floors and ceilings of the Units.
 - (3) The sanitary and storm sewer systems and appurtenances; all water, electric, plumbing and telephone lines, facilities and systems that are deemed Common Elements.
- (b) By the Unit Owner: Except for the portions of his Unit required to be maintained by the Board of Directors, each Unit Owner shall be responsible for the maintenance, repair and replacement, at his own, expense, of the following: window glass, screens, interior doors, interior walls, interior ceilings and floors; kitchen and bathroom fixtures and equipment, including refrigerator, oven, range, disposal, fans, and dishwasher; and those parts of the heating and air conditioning, plumbing and electrical systems which are a part of and serve his Unit and no other.
 - Each Unit Owner shall be responsible for all damage to any other Units or to the Common Elements resulting from his failure to make any of the repairs required to be made by him by this section.
- (c) Manner of Repairs and Replacement: All repairs and replacements shall be substantially similar to the construction existing at the creation of the Condominium, and shall be of first class quality.

- (8) Additions, Alterations, or Improvements by Unit Owners: No Unit Owner shall make any structural addition, alteration, or improvement in or to his Unit or alter the appearance of the exterior of the Building in which his Unit is located without prior written consent thereto of the Board of Directors.
- (9) Restrictions of Use of Units: To assist the Condominium in providing for congenial occupancy and the protection of the value of the Units, it is necessary that the Board of Directors have the right and authority to exercise reasonable controls over the use of the Units. Violation of the following enumerated prohibitions shall not be permitted, and the Board of Directors is hereby authorized to take all steps necessary to prevent or discontinue any violations thereof, all at the expense of the violator:
 - (a) No Unit Owner or other resident of the Condominium shall post any advertisements or posters of any kind in or on the Property except as authorized by the Board of Directors.
 - NOTE: This specifically applies to the prohibition of "for sale" signs being displayed from windows of any Unit.
 - (b) All Units shall be used only for private residential purposes or professional purposes permitted by zoning regulations.
 - (c) No clothing, laundry, rugs, or wash shall be hung from or spread upon or from any window or exterior portion of a Unit or in or upon any Common Element.
 - (c) (part 2): No food preparation or cooking is permitted outside the Unit.
 - NOTE: This means outdoor cooking grills, hibachis, or the like; are not permitted to be used on the property.
 - (d) Unit Owners, residents, and lessees shall exercise extreme care to avoid unnecessary noise or the use of musical instruments, radios, televisions, and amplifiers that may disturb other Unit Owners.
 - (e) No nuisances, noxious or offensive trade or activity shall be allowed on the property nor shall any use or practice be allowed which is a source of annoyance to its residents or which interferes with the peaceful possession or proper use of the Condominium by its residents.
 - (f) No Unit Owner, resident, or lessee shall install wiring for electrical or telephone installations, television antennae, or other equipment, which protrudes through the walls or the roof of the Building or is otherwise visible on the exterior of the Building, except as presently installed or as authorized by the Board of Directors.
 - (g) No Unit or Common Elements of the Condominium may be used for any unlawful, immoral, or improper purpose.
 - (h) A Unit Owner shall not place or cause to be placed in the public walkways, driveways, parking areas, or other Common Elements any bicycles, furniture, packages, or objects of any kind. The public walkways and driveways shall be used for no purpose other than for normal transit through them.
 - (i) No Unit Owner, resident, or lessee shall direct or engage any employee of the Condominium during working hours on any private business of such Unit Owner, resident, or lessee, nor shall he direct, supervise, or in any manner attempt to assert control over any such employee during the employee's working hours.

- (j) Nothing shall be done or maintained in any Unit or upon any of the Common Elements which will increase the rate of insurance on any Unit or the Common Elements, or result in the cancellation thereof, without the prior written approval of the Board of Directors. Noting shall be done or maintained in any Unit or upon the Common Elements which would be in violation of any law. NO waste shall be committed upon any of the Common Elements.
- (k) No structural alteration, construction, addition, or removal of any Unit or the Common Elements shall be commenced or conducted except in strict accordance with the provisions of these By-Laws.
- (I) The maintenance, keeping, breeding, boarding and/or raising of animals, livestock, or poultry of any kind, regardless of number, shall be and is hereby prohibited within any Unit or upon the Common elements, except that this shall not prohibit the keeping of a dog no larger than 25 pounds, cat or caged birds as domestic pets provided that they are not kept or maintenance for commercial purposes or for breeding. Pets shall not be permitted upon the general Common Elements of the Condominium unless accompanied by an adult and unless they are carried or leashed.

The Board of Directors shall have the right to order any person whose pet is a nuisance, to remove such pet from the premises and the Board of Directors, after affording the right to a hearing to the Unit Owner affected, shall have the exclusive authority to declare any pet a nuisance.

- (m) No junk vehicles or other vehicle on which current registration plates are not displayed, trailer, truck, camper, camp truck, house trailer, boat or the like shall be kept upon any of the Common Elements, nor shall the repair or extraordinary maintenance of automobiles or other vehicles be carried out on any of the Common Elements or within or upon any Unit.
- (n) There shall be no violation of any rules for the use of the common elements, or other "house rules" adopted by the Board of Directors.
- (o) Nothing shall be done in any unit or in, on, or to the common elements which violates any provision of the Declaration, these By-Laws, the Act, or which will impair the structural integrity of the property, or which would structurally change any building or the improvements thereon except as provided in these By-Laws. Nothing shall be altered or constructed in or removed from the common elements, except upon the written consent of the Board of Directors.
- (p) No portion of a unit (other than the entire unit) may be rented, and no transient tenants may be accommodated therein except as otherwise provided herein or in the Declaration.
- (q) Any unit owner may lease his unit provided that (1) a fully conformed copy of said lease or renewal thereof shall be delivered to the Board of Directors within ten days of execution; (2) any such lease shall contain a provision to the effect that the tenant is subject to provisions of the Declaration, the By-Laws, and the Rules and Regulations and shall be for a term of at least twelve months; (3) any such lease shall include a signed receipt by the lessee of a copy of the Declaration, By-Laws, and Rules and Regulations; and (4) the Board of Directors shall have the power to terminate such lease and/or to bring summary proceedings to evict the tenant in the name of the lessor thereunder in the event of a default by the tenant in the performance of such lease.
- (r) In the use of the common elements of the Condominium, unit owners shall obey and abide by all valid laws, ordinances, and zoning and other governmental regulations affecting the same and all applicable rules and regulations adopted by the Board of Directors.

- (s) To maintain the high quality appearance of the exterior of the Building, all blinds, shades, screens, drapes, or drapery backing which are visible from the exterior or any window shall be of a light neutral color (i.e., white, offwhite, beige).
- 10) Right of Access: A unit owner shall grant a right of access to his unit to the Board of Directors or the managing agent or to any other person authorized by the Board of Directors for the purpose of making inspections or for the purpose of correcting any condition originating in his unit and threatening another unit or a common element, or for the purpose of performing installations, alterations, or repairs to the mechanical or electrical services or other common elements in his unit or elsewhere in the buildings, or to correct any condition which violates the provisions of any mortgage covering another unit, provided that requests for entry are made in advance and that any such entry is at a time reasonable convenient to the unit owner. IN case of any emergency, such right of entry shall be immediate whether the unit owner is present at the time or not.

SCHEDULE OF FEES FOR VIOLATION OF BY-LAWS

| By-Law Article/ Paragraph | Subject of Associated By-Law | Violation Fee |
|------------------------------|--|----------------|
| | (Refer to your copy of the By- Laws for complete text) | |
| V19 (a) | Posting signs in or on the property | \$ 50 - \$ 100 |
| VI 9 (b) | Use of Unit for residential purposes only | \$50 - \$100 |
| VI 9 (c) | No clothing, rugs, etc. to be hung from windows | \$50 - \$100 |
| VI 9 (d) | Noise disturbances | \$50 - \$300 |
| VI 9 (e) | Nuisances and offensive activity which disturbs residents | \$50 - \$150 |
| VI 9 (f) | Installing wiring, TV antennas, etc. | \$ 50 - \$ 150 |
| VI 9 (g) | Unlawful use of unit | \$50 - \$100 |
| VI 9 (h) | Articles left in or on common grounds | \$50 - \$250 |
| VI 9 (i) | Unit owners attempting to hire Management Company employees | \$50 - \$100 |
| VI 9 (j) | Actions which will increase the Condominium Association's insurance rate | \$50 - \$250 |

| VI 9 (k) | Structural alterations by unit owners | \$50 - \$1000 |
|----------|---|--|
| VI 9 (I) | Keeping pets | \$50 - \$300 |
| VI 9 (m) | Parking lot rules plus towing costs | \$50 - \$300 |
| VI 9 (n) | Violation of House Rules | See House Rules |
| VI 9 (o) | Actions which violate the Declaration, By- Laws, or the Maryland Condominium Act | \$50 - \$1000 Plus Association costs |
| VI 9 (p) | Renting a portion of the unit | \$50 - \$300 |

INDEX

| Access | | Electric Service |
|------------------------------------|----------|--------------------------------|
| By-Laws | 32 | Elementary School |
| Keys to Your Unit | 3 | Emergency |
| Parking Restrictions | 22 | Common Elements |
| Parking Violations | 24 | Telephone Numbers |
| Towing for Blocked Access | 11 | Exterior doors |
| Advertisements | | Faucet Replacement |
| By-Laws | 30 | Fines |
| Appearance of Buildings | | By-Law Violations |
| By-Laws | 32 | House Rules |
| Athletic areas | 5 | Parking |
| Blinds | • | Fire |
| By-Laws | 32 | For Sale Signs |
| Blueridge Apartments | 1 | By-Laws |
| Board of Directors | 12 | Gas leaks |
| Address | 2 | Grievances |
| Committees | 12 | Guest passes for swimming pool |
| Duties | 28 | Heat Pump |
| Maintenance and Repairs | 28 29 | High School |
| Recommendations | 29 | History |
| Brookside Gardens | 5 | Homeowner's insurance |
| By-Laws | 28 | Hospitals |
| - | 28 28 | • |
| Board of Directors | _ | House Rules |
| Crievance Procedure | 28 | By-Laws |
| Grievance Procedure | 13 | carpeting requirement |
| Insurance | 7 | noise violations |
| Maintenance | 29 | pets |
| Noise | 30 | smoking restrictions |
| Parking | 22 | storage |
| Pets | 31 | temporary utility disruption |
| Rental of Units | 8 | trash disposal |
| Telephone installation | 8 | Insurance |
| Cable Television Service | 6 | By-Laws |
| Carpet | 6, 25 | Interference from WTOP |
| Committees of the Board | 12 | Kemp Mill Elementary School |
| Common Elements | 7 | Kennedy High School |
| By-Laws | 29 | Key |
| Definition | 3 | Community Center |
| Emergency | 4 | Exterior doors |
| Maintenance | 11 | Your mail box |
| Storage of Items | 25, 30 | Landing's Edge Apartments |
| Community Center | 9 | Laws (County, State) |
| Reservations | 9 | Lease |
| Rules and Regulations | 9, 15 | By-Laws |
| Community Concerns and Often Asked | | Parking Regulations |
| Questions | 6 | Pool Passes |
| Community Information | 5 | Rental of Units |
| Complaint | 13 | Lee Middle School |
| Crime in progress | 4 | Liability |
| Door entry system | 6 | Library |
| Door locks | 6 | Mail boxes |
| Drapes | · | |
| By-Laws | 32 | |

Renters

| Maintenance | 11 | |
|---|-------|---------------------------------|
| By-Laws | | House Rules |
| Interior of units | _ | Rescue Squad |
| Maintenance Office answering machine. | 11 | Resident's Parking Permits |
| Management Company | | Restrictions of Use of Units |
| Address | 2 | By-Laws |
| By-Laws | | Ride-On Bus Service |
| Emergency | | Riding stables |
| Grievances | | Schools |
| Telephone Number | 2 | Screens |
| Maryland Condominium Act | | By-Laws |
| Medical need | | Security |
| Metrobus | | Door Entry System |
| Metrorail | | Sewage backup insurance |
| Middle School | | Sewage Service |
| Montgomery County Public Schools | | Shades |
| Motorcycles | | By-Laws |
| Neighborhood schools | | Smoke detectors |
| Noise | | Smoking |
| By-Laws | | Soliciting |
| House Rules | | Storage |
| Noise violations | | Subleasing a unit |
| | _ | Swimming Pool |
| Non-Emergency | | |
| Otten-Asked Questions | 6 | Charges |
| Outdoor cooking grills | 30 | Guest passes Hours |
| By-Laws | | |
| Owner Responsibilities | | Pool passes |
| Parking | | Rules and Regulations |
| By-Laws | | Telephone installation |
| Fines | | By-Laws |
| Hours of enforcement | | Telephone company |
| On Street | | Tennis |
| Parking permits | | Trash |
| Restrictions | | Bulk trash |
| Rules and Regulations | | Trigon system |
| Violations | | Unit Owner Responsibilities |
| Visitors | | By-Laws |
| Parks | 5 | Utilities |
| Pets | 7, 25 | temporary disruption permission |
| By-Laws | | Visitor parking permit |
| House Rules | | Voter's Registration |
| Plumbing | | Water and Sewage Service |
| Fixture Replacement | | Water main break |
| Poison Control Center | | Wheaton Regional Library |
| Police | | Wheaton Regional Park |
| Pool passes | | Wheaton Rescue Squad |
| Post Office | - | Window appearances |
| Problem Inside Your Unit | | By-laws |
| Public Transit | | Window screens |
| Questions | 6 | WTOP |
| Recommendations from Board of Directors | 2 | |
| Recycling | 8 | |
| Rental of Units | | |
| By-Laws | 31 | |
| Renter's insurance | 2 | |

IMPORTANT TELEPHONE NUMBERS

| <u>Emergency</u> | | |
|--|----------------|----------------------|
| Police, Fire, Rescue | | 9-1-1 |
| Poison Control Centers | | |
| University of Maryland | | |
| Georgetown University | (202) | 625-3333 |
| 24-hour Pharmacy | | |
| CVS: 7939 New Hampshire Avenue, Langley Park | (301) | 434-3121 |
| <u>Maintenance</u> (NOTE: Maintenance inside units is the responsibility of the owner) Commaintenance: | mon Ele | ment |
| Routine, non-emergency (answering machine) | (301) | 468-8919 |
| Emergency, Monday-Friday, 9 a.m. to 5 p.m. (Abaris Realty) | (301) | 468-8919 |
| Emergency, Evenings/Weekends (Abaris Realty) | (301) | 421-4530 |
| | (301) | |
| <u>Community Center Reservations</u> (Abaris Realty) | (301) | 468-8919 |
| Parking Permits Sierra Landing Parking Lot (Abaris Realty) On-Street (Montgomery County) | (301) (301) | 468-8919 217-2104 |
| on street (montgomer) country | (301) | 21, 210. |
| Swimming Pool Passes (Abaris Realty) | (301) | 468-8919 |
| | | |
| Public Transit | | |
| Metro bus/Metro rail | (202) | 638-7000 |
| Montgomery County Ride-On | (301) | 217-7433 |
| | | 21, , 133 |
| County Government | | |
| General Information | (301) | 217-6500 |
| Landlord/Tenant Affairs | (301) | 217-3660 |
| Recreation | (301) | 217-6800 |
| TDD | (301) | 217-6891 |
| Public Assistance | (301) | 217-3000 |
| Public Schools, General information | (301) | 279-3391 |
| New students | (301) | 279-3331 |
| Social Services | (301) | 217-6980 |
| TDD | (301) | 217-4909 |
| Wheaton Government Service Center | (301) | 217-4900 |
| TDD | (301) | 217-4909 |
| Wheaton Library | (301) | 929-5520 |
| TDD | (301) | 929-5524 |
| | (301) | J2J JJ24 |
| State Government | | |
| Motor Vehicle Administration | 1-80 | 0-950-1682 |
| TDD | 1-80 | 0-492-4575 |
| State Police, Rockville | (301 | .) 424-2101 |