

Rules and Regulations
The Gardens at Owings Mills III

RULES & REGULATIONS

THE GARDENS AT OWINGS MILLS, " A CONDOMINIUM

RULES AND REGULATIONS

1. The sidewalks, entrances, passages, courts, public halls, corridors and stairways of the buildings shall not be obstructed or used for any other purpose than ingress to and egress from the Units in the buildings.
2. No article shall be placed in any of the halls or on any of the staircase landings.
3. Unit Owners will be held responsible for the actions of their children and their family members, guests, invitees, contractors and tenants. Children shall not play or ride bikes or skateboards in the entrances, public halls, corridors, passages, stairways, parking lots, sidewalks or any other Common Element other than designated areas.
4. No public hall, corridor, passage, stairway or laundry area shall be decorated or furnished by a Unit Owner in any manner unless authorized by the Board of Directors in writing.
5. Each Unit Owner shall keep his Unit and any Balcony Limited Common Element or Patio Limited Common Element appurtenant to his Unit in a good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors, windows or balcony of his Unit, any dirt or other substance.
6. Tools, sporting goods, barbecue or cooking equipment, bicycles and other personal articles and equipment must be kept within the Units and may not be stored or placed on any Balcony Limited Common Element or Patio Limited Common Element.
7. Boats, trailers, campers and other recreational vehicles shall not be parked in any parking area within the Condominium.
8. No radio or television antennas, aerials, awnings, sun shades, terrace covers, terrace enclosures, fans, air conditioning units, window guards, flags or similar items shall be permanently attached to, or hung from, the exterior of the buildings or the patios or balconies, and, except as otherwise provided in the By-Laws, no sign, notice, advertisement or illumination shall be inscribed or exposed to public view on or at any window or other part of the building, except such as shall have been approved in writing by the Board of Directors; nor shall anything be projected from any window of the buildings without similar approval.

9. Unit Owners and their family members, guests, invitees, contractors and tenants shall not damage or destroy any of the Common Elements of the Condominium. A Unit Owner shall be responsible for any damage or destruction of the Common Elements caused by any family members, guests, invitees, contractors or tenants of such Unit Owner.
10. The sides of all drapes, curtains, window shades or other window coverings which face the exterior of a Unit shall be white in color unless approved by the Board of Directors in writing.
11. Unit Owners and their guests will be expected to reduce noise levels after 11:00 p.m. so that neighbors are not disturbed. In general, no Unit Owner shall make or permit to be made any noises that will disturb or annoy the occupants of the buildings, or do or permit to be done anything therein which will interfere with the rights, comfort or convenience of other Unit Owners.
12. Unit Owners may have household domestic pets. Dogs and cats are restricted to any combination up to two (2) per unit. Any pet found to be causing a nuisance to other unit owners or in excess of the limit noted above shall be in violation of the Rules and Regulations and may, upon 2 weeks written notice from the Board of Directors, be removed from the property. Proof of vaccination and County License, as required by Baltimore County, must be provided to the Board of Directors upon request. Pet owners are required to pick up after their pets and keep them on leashes. All State and County Pet Ordinance are herein incorporated as part of these Rules and Regulations.
13. Unit Owners of Units located on the ground level of a building and having Patio Limited Common Elements appurtenant to their Units will be permitted to plant flowers in the Patio Limited Common Elements, provided that, in the opinion of the Board of Directors, the type of planting will not detract from the appearance of the area and will blend with the overall landscaping of the Condominium.
14. There shall be no use of the common grounds and green areas except natural recreational uses which do not injure the commons areas or the vegetation thereon, increase the maintenance thereof, or cause unreasonable embarrassment, disturbance or annoyance to Unit Owners in their enjoyment of the common grounds and green areas in the vicinity of their Units.
15. There shall be no organized sports activities or picnicking except in areas approved by the Board of Directors.
16. The speed limit for all vehicles within the Condominium shall not exceed ten (10) mph.
17. No Unit Owner shall alter any lock or install a new lock on any exterior door leading to his Unit without the written consent of the Board of Directors. If such consent is given, the Board of Directors shall be provided with a key. Passkeys shall be kept only by responsible persons selected by the Board of Directors.

18. No vehicle belonging to a Unit Owner or a member of the family or guest, tenant or employee of a Unit Owner, shall be parked in such a manner as to impede or prevent ready access to any entrance to or exit from the buildings by another vehicle or in any other locations other than those designated for the parking of vehicles. No vehicle is to be parked so as to occupy more than one parking space nor shall the designated fire lane areas be used for the parking of vehicles.
19. No garbage cans, milk bottle containers or other articles as such shall be placed in the halls, nor shall anything be hung from the windows or balconies, or be placed upon the window sills, nor shall any linens, clothes, laundry, rugs or mops be shaken or hung from any of the windows, doors or balconies, or otherwise left on or placed in such a way as to be exposed to public view.
20. No Unit Owner or any of his guests, servants, employees, licensees or visitors shall at any time bring into or keep in his Unit any inflammable, combustible or explosive fluid, material, chemical or substance, except for normal household use.
21. No Unit Owner, resident or tenant shall direct or engage any employee of the Condominium on any private business of such Unit Owner, resident or lessee while such employee is on duty, nor shall he direct, supervise or in any manner attempt to assert control over any such employee or over any contractor acting under a contract or agreement with the Council.
22. A Unit Owner may lease his Unit for a term of not less than six (6) months, unless approved in writing by the Board of Directors, provided that (i) any lease agreement shall be in writing on a form approved by the Board of Directors, shall provide that its terms are subject in all respects to the Condominium Instruments and that the failure by the tenant to comply with the Condominium Instruments shall be a default under the lease; (ii) an executed copy of said lease or renewal thereof shall be delivered to the Board of Directors within seven (7) days after execution; and (iii) the Board of Directors has the power to terminate such lease 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 or in the event the tenant fails to comply with the provisions of the Condominium Instruments, including these Rules and Regulations. No Unit may be leased for transient or hotel purposes, and no Unit Owner may lease less than the entire Unit. The restrictions of this paragraph shall not apply to any First Mortgagee who comes into possession of a Unit pursuant to a foreclosure sale, judicial sale or transfer or conveyance in lieu of foreclosure.

23 Any Unit Owner who intends to rent his Unit shall provide prior written notice of such intent to the Board of Directors. Any Unit Owner who intends to rent his Unit must employ the professional management services of a local property management company. The address, telephone number and name of the local management company must be provided with the notice of intent to rent a Unit.

A fine in the amount of twenty-five dollars (\$25.00) per occurrence will be assessed for each violation of these Rules and Regulations with the exception of Rules #22 and #23 for which a fifty dollar (\$50.00) fine will be assessed for each month that the Owner is in violation. Fines assessed and not paid will be subject to the same late fees and interest penalties schedule as established by the Board of Directors for Annual Assessments not paid when due.

**GARDENS AT OWINGS MILL CONDOMINIUM ASSOCIATION
SECTION III**

**RESOLUTION ADOPTING PARKING RULES & REGULATIONS
AND TOWING PROCEDURES**

WHEREAS, the By-Laws, recorded among the Land Records of Baltimore County (as from time to time thereafter amended) provides, in Article XIII, that the Board of Directors has the power to adopt and publish Rules and Regulations for the peaceful and orderly use and enjoyment of the condominium. The provisions of Section 11-111 of Maryland Condominium Act shall be applicable to the adoption of such Rules and Regulations; however, there shall be no appeal to the court concerning any Rules and Regulations adopted by the Board of Directors or denial of any appeal for an individual exception therefrom.

WHEREAS, there was a need for an updated compilation of the Parking Rules and Regulations and Towing Procedures to provide easy reference and understanding for all homeowners, and

WHEREAS, a copy of the attached Parking Rules and Regulations and Towing Procedures has been given by First Class U.S. Mail to each and every member of the Gardens at Owings Mills Condominium Association, Section III and

WHEREAS, a meeting of the Gardens at Owings Mills Condominium Association, Section III was held on February 12, 2004 to allow its members to voice opposition or otherwise amend the Rules and Regulations, and

WHEREAS, there was no opposition presented to the Board of Directors to the adoption of the Rules and Regulations, and

THEREFORE, BE IT RESOLVED this 12th day of February, 2004 that the attached Rules and Regulations shall be adopted for the governing of the Gardens at Owings Mills Condominium Association, Section III and Parking Rules and Regulations and Towing Procedures, and

BE IT FURTHER RESOLVED that these Parking Rules and Regulations and Towing Procedures Resolution shall supercede all former versions as previously adopted and recorded in the Land Records of Baltimore County and

BE IT FURTHER RESOLVED that this resolution shall take effect February 13, 2004, and shall remain in effect until it may be revoked or amended.

**GARDENS AT OWINGS MILL CONDOMINIUM ASSOCIATION
SECTION III**

BY: Anya White 2-12-04
Board of Director, President – Anya White

BY: Boris Vaynshteyn 2/12/04
Board of Director, Vice President – Boris Vaynshteyn

BY: Syed Ahmed 2/12/04
Board of Director, Secretary / Treasurer – Syed Ahmed

THE GARDENS AT OWINGS MILLS SECTION II

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**PARKING AND TOWING POLICY FOR UNAUTHORIZED AND ABANDONED
VEHICLES**

A: The following types of motor vehicles shall not be allowed to park on the Common Areas or Parking Lots: junk vehicle or other vehicle, on which current registration plates are not displayed, trailer of any kind (such as boat, camping and hauling trailers), trucks larger than ¾ ton used for commercial purposes, boats, campers, camp trucks, house trailers, recreational vehicles; except that such motor vehicles may be parked, for a period not too exceed 6 hours, in connection with visits, commercial deliveries, moving in or out, and services performed in the community. Commercial purpose is defined as any trade or activity affecting commerce (this includes by way of example only, lawn care, construction services and repair, etc.). The Board of Directors reserves the right to determine that any truck, which openly displays ladders, lawn equipment, repair or construction tools, building materials, or gardening supplies, is a ¾ ton truck used for commercial purposes; if cited for a violation of this rule, it will be the duty of the owner of the truck to prove otherwise.

B: The Common Elements and Parking Lots shall not be used for the repair or extraordinary maintenance of vehicles. Examples of restricted activities include, but are not limited to, engine replacement or overhaul, transmission and transfer case replacement or overhaul, drive shaft or axle replacement/repair, spring replacement or repair, all vehicle exterior body work and painting, oil change, and brake repairs.

C: Parking of any motor vehicle in a fire lane, no parking zone or in front of trash forts is prohibited. These non-parking areas are for the convenience of residence's ingress and egress.

D: For the purposes hereof, an automobile shall not be deemed operable unless it contains all parts and equipment, including properly inflated tires, in such good condition and repair as may be necessary for any person to drive the same on a public highway. Vehicles that are classified as non-operable will be towed at the owner's expense.

E: Vehicles found to be in violation of any of the above rules, after (5) days of the placement of written notice on the vehicle, shall be subject to removal from the Common Elements and Parking Lots; neither the Association or Management Company will be liable for towing, storage fees, or damages of any kind suffered as a result of a parking violation. All vehicles operated or parked on the Common Elements or Parking Lots shall comply with the Maryland Vehicle Law – Title 21 (Vehicle Laws – Rules of the Road); the Association reserves the right to refer violations of the Maryland Vehicle Law to the appropriate governmental agency.

F: Vehicles parked on the Common Elements and Parking Lots, which fail to meet one or more of the following conditions, are subject to immediate removal at the owners risk and expense without notice or warning:

- 1. Parked or standing in a fire lane, no parking zone or limiting access to a fire hydrant; double-parked behind another vehicle, parked on an angle while occupying two or more parking spaces, parking in the central portion of parking lot, parking in any way that impedes the normal flow of traffic.**
- 2. Presenting an immediate hazard to the community (i.e. leaking fuel or other poisonous or dangerous substances)**
- 3. Having a malfunctioning audible alarm (sounding for more than 15 minutes after 11:00 PM or before 7:00 AM)**
- 4. Parked in front of any trash fort that prevents the doors from being opened so the trash truck has access to the dumpster in order to empty it, or blocking the side entrance that prevents access to the dumpster for residents to place their trash.**
- 5. Any handicap space violations.**

G: Owners are responsible for vehicles belonging to his or her tenants and guests and are responsible to inform them of these rules.

H: The Association and Management Company assume no responsibility for damage done to vehicles parked within the Common Elements and Parking Lots.

I: Go - Carts, mopeds, All Terrain Vehicles, or any other unlicensed motor vehicle shall not be operated on the Common Elements and Parking Lots.