

Chelsea Wood Condominium

FINE ENFORCEMENT RESOLUTION

PART I: PREAMBLE

WHEREAS, "The Board of Directors shall manage the affairs of the Council and shall have all the power and duties necessary for the administration of the Condominium and may do all such acts and things as are not by the Master Deed or these Bylaws specifically directed to be done and exercised exclusively by the members." (Association By-Laws, Article 4, Section 4.16).

WHEREAS, The Board shall have the power to "adopt such rules and regulations as it deems necessary and appropriate and to impose reasonable sanctions for violations thereof, including, among other things, monetary fines." (Association By-Laws, Article 4, Section 4.16).

WHEREAS, the Board of Directors have the power to and are responsible for the "making and amending rules and regulations respecting the use of the Condominium." (Association By-Laws, Article 4, Section 4.16(g)).

WHEREAS, the Board of Directors have the power to and are responsible for "[e]nforcing by legal means the provisions of the Master Deed, these Bylaws, and the rules and regulations for the use of the Condominium adopted by it, and bringing any proceedings which may be instituted on behalf of the co-owners." (Association By-Laws, Article 4, Section 4(j)).

WHEREAS, "...the Board of Directors shall have the authority to make and to enforce reasonable rules and regulations governing the conduct, use, and enjoyment of units and the common elements, provided that a copy of the proposed rule is mailed or delivered to all co-owners along with notice indicating the proposed effective date of the proposed rule and that co-owners are permitted to submit written comments on the proposed rule." (Association By-Laws, Article 9, Section 9.1).

WHEREAS, the Board of Directors have the power to and are responsible for "Collecting the assessments against the co-owners, depositing the proceeds thereof in a bank depository which it shall approve, and using the proceeds to administer the Condominium." (Association By-Laws, Article 4, Section 4.16(f)).

WHEREAS, "For violation of any duty imposed under the Master Deed, these Bylaws, or any rules and regulations duly adopted hereunder, the Board shall have the power to impose reasonable fines which shall constitute a lien upon the property, and to suspend an owner's rights to use the common elements and to vote. The Board shall have the discretion to delegate such power to a dispute settlement committee established by the Board. Any such committee shall have a Board member appointed as chairman. Each day of a continuing violation may be considered a separate violation. When establishing the amount of the fine for a particular violation, the Board is also expected to set and, therefore, limit the cumulative total which can result from continued noncompliance. Nothing herein contained shall be construed to limit the Council's rights to any other additional remedies at law or equity available to it to enforce the Master Deed, the Bylaws, or the rules and regulations of the Council. The remedy contained herein shall be construed as cumulative of the Council's other rights of enforcement at law or in equity or any other remedies available to the Council." (Association By-Laws, Article 9, Section 9.2)

NOW, THEREFORE, BE IT RESOLVED, with the above incorporated as if fully stated herein, that the Board of Directors does hereby adopt the following regulations for the Council, hereinafter

referred to as the "Rules," which shall be binding upon all Unit Owners and their family members, tenants, occupants, successors, heirs, and assigns:

PART II: FINE ENFORCEMENT PROCEDURES

In accordance with the Preamble of this Resolution and as consistent with the Maryland Condominium Act of the Maryland Real Property Code, the following Fine Enforcement provisions already outlined in Article 9 of the Chelsea Wood Condominium By-Laws is hereby restated and promulgated, and shall be applied for the purpose of enforcing the Rules and Regulation of Chelsea Wood Condominium.

A. Authority

The Condominium shall be used only for those uses and purposes set out in the Master Deed. The Board of Directors shall have the authority to make and to enforce reasonable rules and regulations governing the conduct, use, and enjoyment of units and the common elements, provided that a copy of the proposed rule is mailed or delivered to all co-owners along with notice indicating the proposed effective date of the proposed rule and that co-owners are permitted to submit written comments on the proposed rule. Additionally, before the Board may vote on a proposed rule, a meeting of the co-owners must be held at which co-owners are allowed to comment on the proposed rule. The meeting held under this Section cannot be held unless each co-owner receives written notice of such meetings at least fifteen (15) days prior to such meeting and a quorum on the Board of Directors is present. The proposed rule shall be passed at a regular or special meeting by a majority vote of the Board of Directors. Once adopted, copies of all such rules and regulations shall be furnished to all co-owners.

(See Source in Chelsea Wood By-Laws Article 9, Section 9.1)

B. Enforcement

For violation of any duty imposed under the Master Deed, these Bylaws, or any rules and regulations duly adopted hereunder, the Board shall have the power to impose reasonable fines which shall constitute a lien upon the property, and to suspend an owner's rights to use the common elements and to vote. The Board shall have the discretion to delegate such power to a dispute settlement committee established by the Board. Any such committee shall have a Board member appointed as chairman. Each day of a continuing violation may be considered a separate violation. When establishing the amount of the fine for a particular violation, the Board is also expected to set and, therefore, limit the cumulative total which can result from continued noncompliance. Nothing herein contained shall be construed to limit the Council's rights to any other additional remedies at law or equity available to it to enforce the Master Deed, the Bylaws, or the rules and regulations of the Council. The remedy contained herein shall be construed as cumulative of the Council's other rights of enforcement at law or in equity or any other remedies available to the Council.

(See Source in Chelsea Wood By-Laws Article 9, Section 9.2)

Fines will be applied at the Discretion of the Board of Directors after determining the classification of the violation. Class A Violations, recurring, will generally be fined at \$100 per month for any month where the violation exists and the fines will continue until the violation is remedied. The Board may determine to increase or decrease the fines at their absolute discretion. Class B Violations will generally be fined at \$100 for the first offense and multiplied by 2.5 for the number of offenses that continue thereafter so that the second offense will be \$250 and the third offense will be \$625 and so on. Notwithstanding this general fining scheme, the Board may determine to increase or decrease the fines at their absolute discretion.

C. Procedure

The Board or dispute settlement committee shall not impose a fine, suspend voting, or infringe upon any other rights of a member or other occupant for violations of the Master Deed, these Bylaws or rules and regulations unless and until the following procedures are followed;

- (a) **Demand**: Written demand to cease and desist from an alleged violation shall be served upon the alleged violator specifying: (1) the alleged violation; (2) the action required to abate the violation; and (3) a time period, not less than ten (10) days, during which the violation may be abated without further sanctions. (Optional) If the violation is of a continuing nature, a statement that any further violation of the same nature may result in the imposition of sanctions after notice and hearing if the violation continues.

Service shall be considered effectuated once the demand is placed in the mail.

- (b) **Notice**: If the violation continues past the period allowed in the demand for abatement without penalty, or if the same rule is subsequently violated as indicated above, the Board or dispute settlement committee shall serve the violator with written notice of a hearing to be held by the Board or dispute settlement committee. The notice shall contain: (1) the nature of the alleged violation; (2) the time and place of the hearing, which time shall be not less than ten (10) days from the giving of the notice; (3) an invitation to attend the hearing and produce any statement, evidence, and witnesses on his or her behalf; and (4) the proposed sanction(s) to be imposed. This notice must be sent within 12 months of the initial demand.

Service shall be considered effectuated once the notice is placed in the mail.

- (c) **Hearing**: The hearing shall be held in executive (not public) session pursuant to this notice affording the member a reasonable opportunity to be heard, and may, at the option of the Board, be held by a dispute settlement committee appointed for that purpose pursuant to the provision of these Bylaws. Prior to the effectiveness of any sanction hereunder, proof of notice and the invitation to be heard shall be placed in the minutes of the hearing. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery is entered by the person who delivered such notice. The notice requirement shall be deemed satisfied if a violator appears at the hearing. The minutes of the hearing shall contain a written statement of the results of the hearing and the sanction, if any, imposed. In the event that the hearing is conducted by a committee, the Board may elect, upon application of the violator, to review the decision of the hearing panel and affirm, amend or reverse the decision in its sole

discretion. Any such action by the Board shall be entered in the minutes of the meeting at which the action was taken.

- (d) Effect of Failure to Enforce Provision: The failure of the Council to enforce a provision of this Section, the Master Deed, or Bylaws on any occasion is not a waiver of the right to enforce the provision on any other occasion.

(See Source in By-Laws Article 9, Section 9.3)

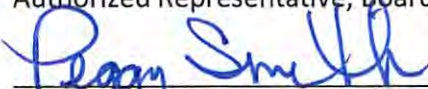
PART III: TIMING AND SCOPE

This Resolution shall not in any way limit the number or scope of possible actions that may be taken against owners. Similarly, this Resolution will not limit or restrict the time frames of any actions that are to be taken. No owner(s) may consider or use this Resolution as a defense to any action that was taken even if the action taken was outside the time frames indicated in this Resolution or if the action taken was not specified in this Resolution. Moreover, if any provision or part of this Resolution is found to be invalid the remaining provisions shall survive, including specifically claims against homeowners for gross negligence. Any use of the singular may be construed as the plural and vice versa. Failure to enforce parts of this Resolution against one Member shall not be considered a waiver of the right to enforce a violation against that same Member or any other Owner(s) at another time.


AND, BE IT FURTHER RESOLVED THAT this Resolution shall be effective thirty (30) days after the date of its passage.

PASSED this 9th day of September, 2015 in accordance with the Maryland Condominium Act by a majority of the Board of Directors.

Authorized Representative, Board of Directors



Signature
Peggy Smith
Board President


11/9/2015

Date

Signature

David Yectorowic
Board Secretary

11-11-15

Date

Appendix A

Chelsea Wood Condominium

FINES AND ENFORCEMENT PROCEDURES – APPENDIX A

Classifications of Violations*

CLASS A General or Recurring Violations	CLASS B Behavioral or Single-Occasion Violations
Air Conditioners	Pet Waste
Broken Blinds or Inappropriate Window Treatment	Disrupting Board Meetings
Failure to adequately maintain property exterior including but not limited to unauthorized hanging of items and other unsightly behavior.	Nuisance Related Violations
General Maintenance	Failure to allow access to unit
Leaving Personal Items in Common Elements	
Storage of Trash in Common Elements	
Unauthorized Items Hung on Door	
Unsightly View Into Window	
Window Architectural Violations	
Wires, pipes, or hoses, coming out of a unit or into a unit through a window, doorway or other source	

*This list is subject to modification by the Board of Directors pursuant to Maryland law and the Association's documents. This Appendix A shall in no way limit or restrict the scope of possible actions that may be taken against owners. Furthermore, no unit owner(s) may consider or use this Resolution as a defense to any action that was taken even if the action taken was outside the time frames indicated in this Resolution or if the action taken was not specified in this Resolution. Finally, the provisions, methods, procedures, and fines of this Resolution shall in no way limit the number or scope of possible actions or decisions that may be taken by the Board of Directors for Chelsea Wood Condominium.

Chelsea Wood Condominium

MEETING CONDUCT REGULATIONS RESOLUTION

PART I: PREAMBLE

WHEREAS, "...the Board shall have the power to adopt such rules and regulations as it deems necessary and appropriate and to impose reasonable sanctions for violations thereof, including, among other things, monetary fines." (Association By-Laws, Article 4, Section 4.16).

WHEREAS, The Board of Directors have the power to and are responsible for the "Making and amending rules and regulations respecting the use of the Condominium." (Association By-Laws, Article 4, Section 4.16 (g)).

WHEREAS, there is a need to keep meetings orderly and to avoid disruptions so that the Association can conduct its affairs efficiently and effectively.

NOW, THEREFORE, BE IT RESOLVED, with the above incorporated as if fully stated herein, that the Board of Directors does hereby adopt the following regulations for the Council, hereinafter referred to as the "Rules," which shall be binding upon all Unit Owner(s) and their family members, tenants, occupants, successors, heirs, and assigns:

PART II: RULES OF PROCEDURE FOR BOARD MEETINGS

The following rules of Part II of this Resolution will govern the order, procedures, and conduct of all meetings, including regular, annual and special meetings as defined in Article III of the By-Laws of Chelsea Wood Condominium. All unit owner(s) present at these meetings shall be bound by the rules promulgated in this Resolution.

SECTION A: RULES FOR UNIT OWNER(S) COMMENTARY FOR CHELSEA WOOD MEETINGS

1. Unless otherwise decided by a majority of the present Board member(s), the time period allotted to any one unit owner(s) for commentary shall be either a standard time allotment of two (2) minutes or less.
2. Before a unit owner(s) begins making their comments at any meeting, the unit owner(s) shall sign the sign-in sheet provided by the Board at the Meeting as well as detail the specific item(s) that they will discuss.

The time shall be kept by one or more of the present Board member(s) or their agent(s).

3. The unit owner(s) must be formally acknowledged by the President, a Board member, or an agent thereof, before beginning to speak at the meeting.
4. Unless otherwise decided by a majority vote of the Board, any comments given by the unit owner(s) will be limited to the prescribed portion of the agenda.

SECTION B: GUIDELINES FOR ALLEVIATING DISRUPTIVE BEHAVIOR

If the Board member(s) determine that any portion of Part II Section A of this Resolution has been violated by one or more unit owner(s), the Board may take any of the following steps hereinafter outlined.

ENFORCEMENT OF MEETING CONDUCT REGULATIONS

STEP 1 - The Board will state to the unit owner(s) that he or she has exceeded their allotted commentary time and then instruct the unit owner(s) to record any remaining comments in writing for submission to the Board for the record.

STEP 2 - If the duration of the unit owner's comments exceeds two (2) minutes or the otherwise set time period, the President, or other present Board member(s) shall ask the unit owner(s) to put any remaining questions/concerns in writing in lieu of continuing their comments beyond their respective time limitation.

STEP 3 - If the unit owner(s) refuses or fails to cease their commentary after the Board executes Step 2 of these procedures, the present Board member(s) shall ask the unit owner (s) to stop speaking and will advise the owner(s) that a motion to cite the owner (s) will be made by the Board if the unit owner(s) fails to adhere to the request.

STEP 4 - If the unit owner(s) still continues after having been advised, the President or any Board member may move to cite the unit owner(s) for disruptive conduct. The name of the unit owner(s) and the unit owner's address shall be listed in the minutes upon such motion being made.

STEP 5 – If the motion is seconded, the Board of Directors will then vote on whether to impose a citation on the unit owner(s) for disrupting the meeting.

Any Board member may make a motion to cite the unit owner(s) in a manner substantially similar to the following statement:

"I move that we cite the unit owner(s) for disrupting the meeting and/or violating Board Meeting Conduct Rules."

If the Motion is seconded, then the Board shall make an announcement to the effect of the following:

"Unit Owner(s) (Name and/or Address): a motion to cite you for conduct has been approved by the Board. You will be advised in writing of the citation and a hearing will be held regarding this citation. At that time, sanctions including fines will be determined. Your continued disruption of this meeting will be taken into consideration at that hearing. Further, if you continue to disrupt this meeting, you will be asked to leave."

SECTION C: INITIATION OF ENFORCEMENT PROCEDURES FOR VIOLATIONS

Upon the imposition of citations in accordance with Part II, Section B of this Resolution, the Board of Chelsea Wood Condominium may:

- 1- Appoint the services of a Prince Georges County officer, Maryland state officer, or authorized personnel to escort the unit owner(s) who is/are in violation of Part II of this Resolution outside of the meeting room or area.
- 2- Assess any fines or fees on the unit owner's account in the normal course, to be enforced in accordance with the Chelsea Wood Fine Resolution.

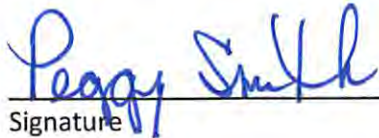
Part III: Timing and Scope

This Resolution shall not in any way limit the number or scope of possible actions that may be taken against owners for violation of the rules. Similarly, this Resolution will not limit or restrict the time frames of any actions that are to be taken. No owner(s) may consider or use this Resolution as a defense to any action that was taken even if the action taken was outside the time frames indicated in this Resolution or if the action taken was not specified in this Resolution. Moreover, if any provision or part of this Resolution is found to be invalid the remaining provisions shall survive, including specifically claims against homeowners for gross negligence. Any use of the singular may be construed as the plural and vice versa. Failure to enforce parts of this Resolution against one Member shall not be considered a waiver of the right to enforce a violation against that same Member or any other Owner(s) at another time.

AND, BE IT FURTHER RESOLVED THAT this Resolution for the Meeting Conduct Regulations and Fines for Chelsea Wood Condominium shall be effective thirty (30) days after the date of its passage.

PASSED this 9th day of September, 2015 in accordance with the Maryland Condominium Act passed by the Majority of the Board of Directors.

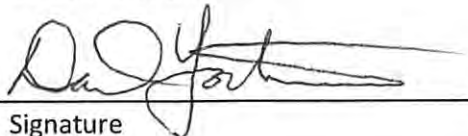
Authorized Representative,
Board of Directors



Signature

Peggy Smith:
Board President

11/9/2015
Date



Signature

David Yoctrowic:
Board Secretary

11-11-15
Date

Chelsea Wood Condominium
Maintenance, Inspection, & Repairs Resolution

WHEREAS, Chelsea Wood Condominium (hereinafter "Association") is a Condominium Regime incorporated and established on April 30, 1973; and

WHEREAS, Article 4, Section 4.16 of the Association's Bylaws, "Powers and Duties", states that: "The Board of Directors shall manage the affairs of the Council and shall have all of the powers and duties necessary for the administration of the Condominium and may do all such acts and things as are not by the Master Deed or these Bylaws specifically directed to be done and exercised exclusively by the members. The Board shall have the power to adopt such rules and regulations as it deems necessary and appropriate and to impose reasonable sanctions for violations thereof, including, among other things, monetary fines;" and

WHEREAS, Article 4, Section 4.16(c) of the Association's Bylaws states that the Board of Directors shall provide "...for the operation, care, upkeep, and maintenance of all of the common elements and services to the Condominium;" and

WHEREAS, Article 4, Section 4.16(j) of the Association's Bylaws states that the Board of Directors shall have the power to enforce "...by legal means the provisions of the Master Deed, these Bylaws, and the rules and regulations for the use of the Condominium adopted by it, and bringing any proceedings which may be instituted on behalf of the co-owners;" and

WHEREAS, Article 4, Section 4.16(o) of the Association's Bylaws states that the Board of Directors shall have the power to "Perform such other acts as it deems necessary in its discretion for the benefit of the Condominium and which are not inconsistent with the Act or Governing Documents or required to be done by the Council;" and

WHEREAS, Article 6, Section 6.3 of the Association's Bylaws, "Repair and Reconstruction", states that: "In the event of damage to or destruction of all or any part of the Condominium as a result of fire or other casualty, and subject to the terms of the Act, the Board of Directors or its duly authorized agent shall arrange for and supervise the prompt repair and restoration of the structure in accordance with the original plats and plans. In the event of substantial damage or destruction, each institutional holder of a first mortgage shall be entitled to written notice of the damage, and nothing in these documents shall be construed to afford a priority to any co-owner with respect to the distribution of proceeds to any such unit;" and

WHEREAS, Article 6, Section 6.4 of the Association's Bylaws, "Architectural Standards", states that: "No owner, occupant, lessee or lessor, or any other person may make any exterior change, alteration, or construction, nor erect, place, or post any sign, object, light, or thing on the exterior of the buildings or any other common element without first obtaining the written approval of the Board or its delegate. Application shall be in writing and shall be mailed or delivered to the Board or its delegate, and shall provide such information as the Board may reasonably require. The Board or its delegate may publish written architectural standards for

exterior alterations or additions and any request in substantial compliance therewith shall be approved. In the event that the Board or its delegate fails to approve or to disapprove such application within sixty (60) days after it shall have been submitted, such application shall be deemed approved. The Board may delegate to the Management Agent the authority to grant approval of routine variance requests in accordance with the specific guidelines established by the Board of Directors;" and

WHEREAS, Article 7, Section 7.1 of the Association's Bylaws, "Management and Common Expenses", states that: "The Council shall manage, operate and maintain the condominium project and, for the benefit of the Condominium units and the owners thereof, shall enforce the provisions hereof and may pay out of the common expense fund the following: (h) The cost of the maintenance or repair of any Condominium unit in the event such maintenance or repair is reasonably necessary in the discretion of the Board of Directors to protect the common elements or to preserve the appearance or value of the project or is otherwise in the interest of the general welfare of all owners of the Condominium units; provided, however, that except in emergency situations, in which case the Board may immediately proceed without notice, no such maintenance or repair shall be undertaken without a resolution by the Board of Directors and not without reasonable written notice to the owner of the Condominium unit proposed to be maintained, which notice states the Board's intent to provide such necessary maintenance, repair, or replacement, at the owner's sole cost and expense, and setting forth with reasonable particularity the maintenance, repairs or replacement deemed necessary. The owner shall have fifteen (15) days within which to complete said maintenance, repair or replacement, or if such maintenance, repair or replacement is not capable of completion within said fifteen (15) day period, to commence said maintenance, repair or replacement. If any owner does not comply with the provisions hereof, the Board may provide any such maintenance, repair, or replacement at the owner's sole cost and expense, and the cost thereof shall be assessed against the Condominium unit on which such maintenance or repair is performed and, when so assessed, a statement for the amount thereof shall be rendered to the then owner of said Condominium unit, at which time the assessment shall become due and payable and a continuing lien and obligation of said owner in all respects as provided in Article 8 of these Bylaws;" and

WHEREAS, Article 7, Section 7.3 of the Association's Bylaws, "Duty to Maintain" states that: "Except for those specific requirements imposed upon the Council, the owner of any Condominium unit shall, at his own expense, maintain his Condominium unit and any and all equipment therein situate, and its other appurtenances in good order, condition and repair and in a clean and sanitary condition, and shall do all redecorating, painting and the like which may at any time be necessary to maintain the good appearance of his Condominium unit. In addition to the foregoing, the owner of any Condominium shall, at his own expense, maintain, repair or replace any plumbing fixtures, water heaters, heating and air-conditioning equipment, lighting fixtures, refrigerators, freezers, dishwashers, clothes washers, clothes dryers, disposals, ranges, windows, blinds, window screens, doors, locks and hardware, plumbing and components that serve one unit, exclusively and/or other equipment that may be situated within such Condominium unit. The owner of any Condominium unit shall also, at his own

expense, maintain any limited common elements which may be appurtenant to such Condominium unit in a clean, orderly and sanitary condition;” and

WHEREAS, Article 7, Section 7.5 of the Association’s Bylaws, “Access at Reasonable Times” states that: “For the purpose solely of performing any of the repairs or maintenance required or authorized by these Bylaws, or in the event of a bona fide emergency involving illness or potential danger to life or damage to property, the Council, through its duly authorized agents or employees, shall have the right, after reasonable notice to the owner, to enter any Condominium unit at any hour considered to be reasonable under the circumstances;” and

WHEREAS, Article 9, Section 9.1 of the Association’s Bylaws states that “...The Board of Directors shall have the authority to make and to enforce reasonable rules and regulations governing the conduct, use, and enjoyment of units and the common elements, provided that a copy of the proposed rule is mailed or delivered to all co-owners along with notice indicating the proposed effective date of the proposed rule and that the co-owners are permitted to submit written comments on the proposed rule. Additionally, before the Board may vote on a proposed rule, a meeting of the co-owners must be held at which co-owners are allowed to comment on the proposed rule. The meeting held under this Section cannot be held unless each co-owner receives written notice of such meeting at least fifteen (15) days prior to such meeting and a quorum of the Board of Directors is present. The proposed rule shall be passed at a regular or special meeting by a majority vote of the Board of Directors. Once adopted, copies of all such rules and regulations shall be furnished to all co-owners;” and

WHEREAS, Article 9, Section 9.2 of the Association’s Bylaws states that “Enforcement. For violation of any duty imposed under the Master Deed, these Bylaws, or any rules and regulations duly adopted hereunder, the Board shall have the power to impose reasonable fines which shall constitute a lien upon the property, and to suspend an owner’s rights to use the common elements and to vote [...] Each day of a continuing violation may be considered a separate violation. When establishing the amount of the fine for a particular violation, the Board is also expected to set and, therefore, limit the cumulative total which can result from continued noncompliance. Nothing herein contained shall be construed to limit the Council’s right to any other additional remedies at law or equity available to it to enforce the Master Deed, the Bylaws, or the rule and regulations of the Council. The remedy contained herein shall be construed as cumulative of the Council’s other rights of enforcement at law or in equity or any other remedies available to the Council;” and

WHEREAS, Article 9, Section 9.4(g) of the Association’s Bylaws states that “No structural alteration, construction, addition or removal of any Condominium unit or common elements shall be commenced or conducted except in strict accordance with the provisions of these Bylaws or Master Deed;” and

WHEREAS, there is a need to establish certain rules and regulations with regard to inspections and entry of units and with regard to maintenance, costs, and repairs associated with the maintenance and upkeep of units;

WHEREAS, the Board of the Association has a foremost, primary fiduciary obligation to the members of the Association and the Association itself;

NOW, THEREFORE, BE IT RESOLVED THAT, with the above incorporated as if fully stated herein, the Board of Directors, after proper notice, in an open meeting held on September 9, 2015, voted to adopt the following Maintenance, Inspection, & Repairs Resolution applicable to all Owner(s), guest/visitors, occupants, tenants and other invitees of the Association, and this document shall replace and supersede any and all previously adopted resolutions to the contrary:

In accordance with the Maryland Condominium Act, the Association, Board and/or their designated agents have a right of access into individual units for the purpose of making inspections or for the purpose of installations, alterations or repairs or to correct any condition which violates any rules and regulations of the Association. The Association, Board and/or its designated agents shall provide advance notice of any entry, whenever possible, but in the case of emergencies such right of entry shall be immediate, whether the owner(s) is/are present at the time or not.

If an Owner(s) or any occupant of a unit should refuse to allow entry into the unit that owner(s) may be cited and fined in accordance with the Association's rules and policies. Failure to allow access in accordance with this resolution and the Maryland Condominium Act will be considered gross negligence. Any damages that result or accrue after the date that an Owner (s) failed to allow access into a unit will be the responsibility of that unit Owner(s).

The Association shall also periodically, at its discretion, identify all vacant units and send notice to the Owner(s) informing the Owner(s) that the Owner(s) need to take any and all necessary and appropriate actions to secure their unit and assure that the unit is free and clear of any impairments which might cause damage to the condominium's common elements or any other units within the condominium or to any persons or property. The notice to the Owner(s) shall be sent by certified and regular mail, as well as posted on the property. The Association shall maintain a record of all notices sent to Owner(s).

If the Owner(s), after notice is sent, fail to secure their property and damages stemming from said Owner's property occur, said failure of Owner(s) to take responsive action and secure their property shall be considered gross negligence on the part of the Owner(s) and the Owner(s) shall be responsible for any resulting damages.

The Association shall have the opportunity to make any repairs necessary and to abate or mitigate the source of any damages that may be accruing consistent with the Maryland Condominium Act and the governing documents. Nothing in this resolution or the governing documents shall inhibit the Association's right to use its discretion, weighing the Association's

financial position, the delinquencies within the community, the source of the damage, and other relevant factors before making cosmetic or aesthetic repairs or other repairs which are not necessary to preserve the health, safety, or integrity of the property.

In the event that Owner(s) does not secure their property and/or respond in writing with verification of the required action to the written notices, the Association shall have the right to remove any current lock from the Owner's unit and replace the lock to said unit in order to gain access. Replacement keys to the unit may be obtained by contacting the Association or its agent. All costs associated with such entry, including any legal fees incurred, shall be the responsibility of the Owner(s) and shall be collectible as Assessments.

The Association shall have the right to assess any damages, and in the event that there are repairs that must be made to elements belonging to Owner's unit in order to abate additional damages from occurring, and Owner(s) have not responded to written notices provided by the Association or provided the Association with proof that the Owner(s) have remedied the issues causing damages, the Association may hire contractors or perform the repairs in part or in full before passing on the amounts to the Owner(s). All amounts may be passed on to the Owner(s) as they accrue or as a final charge, at the Board's discretion, and those amounts shall be collectible as Assessments.

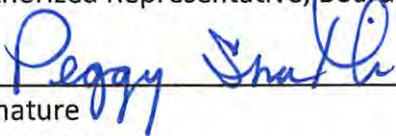
In addition to recovering the amounts owed, all related legal fees and costs shall be recoverable against the owner(s) or the persons who caused the damage both *in personam* and *in rem* to the extent either remedy is available to the Association. Any final judgments awarded shall not merge with the continuing obligation to pay all attorneys' fees and costs and that obligation shall continue until the damages are paid in full.

Nothing in this Resolution shall limit or restrict the Board's authority under the governing documents and Maryland law. Specifically, the Board shall not be limited from making alterations or amendments to this Resolution as the Board decides might be necessary or appropriate. No owner(s) may consider or use this Resolution as a defense or grounds for any lawsuit even if the action or issue in question is specifically outlined in this Resolution and the Board of Directors does not in any way forego its absolute discretion in interpreting and enforcing this Resolution. Moreover, if any provision or part of this Resolution is found to be invalid the remaining provisions shall survive, including specifically claims against homeowners for gross negligence. Any use of the singular may be construed as the plural and vice versa. Failure to enforce parts of this Resolution against one Member shall not be considered a waiver of the right to enforce a violation against that same Member or any other Owner(s) at another time.


AND, BE IT FURTHER RESOLVED THAT this Resolution shall be effective thirty (30) days after the date of its passage.

PASSED this 9th day of September, 2015 in accordance with the Maryland Condominium Act by a Majority of the Board of Directors.

Authorized Representative, Board of Directors



Signature
Peggy Smith
Board President
Date: _____


11/9/2015

Signature
David Yoctrowic
Board Secretary
Date: 11-11-15