# Resolutions and Policies Chelsea Woods Condominium Council of Co-Owners Inc.

### **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) <u>Demand</u>: 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.

<u>Service shall be considered effectuated once the demand is placed in the mail.</u>

(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) <u>Hearing</u>: 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) <u>Effect of Failure to Enforce Provision</u>: 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, 201S 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 Yoctorowic Board Secretary		_

### **Appendix A**

### **Chelsea Wood Condominium**

### FINES AND ENFORCEMENT PROCEDURES – APPENDIX A Classifications of Violations\*

CLASS A	CLASS B
General or Recurring Violations	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

Signature

David Yoctorowic: Board Secretary

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### **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.

Ja Joston 11/9/2015
Signature
David Yoctorowic
Board Secretary
Date:

# Approved Resolutions Chelsea Wood Condominium Council of Co-Owners

## CHELSEA WOOD CONDOMINIUM PARKING RULES AND REGULATIONS AMENDMENT REGARDING VISIBILTY OF PARKING PERMITS

Adopted by the Board of Directors on February 12, 2014 Effective February 12, 2014

WHEREAS, Article VII, Section 4(b) of the Bylaws grants the Board of Directors the authority to make such rules, regulations and restrictions for use of the parking areas, including garages, as it considers appropriate, and may designate assigned parking areas for each Unit; and,

WHEREAS, the Board deems it necessary to expound on the parking rule regarding the visibility of parking permit numbers,

NOW THEREFORE BE IT RESOLVED THAT: Number 4 of the Parking Rules and Regulations has been amended to reflect the following:

OLD RULE:

Permits must be displayed so that they are easily visible from the outside of a vehicle. Specifically, permits must be suspended from the rear-view

mirror with the permit number facing the windshield.

**NEW RULE:** 

Permits must be displayed so that they are easily visible from the outside of a vehicle. Specifically, permits must be suspended from the rear-view mirror with the permit number facing the windshield. All the numbers on the permits must be visible so that they can easily be seen and read.

Nothing is to obstruct the view of the permit numbers.

APPROVED:

President (

Chelsea Wood Condominium

Secretary

Chelsea Wood Condominium

2-/2-/4 Date

Date

76.res.park.rule.permit number.ammend.14

#### CHELSEA WOOD CONDOMINIUM PIT BULL RESOLUTION

WHEREAS, Article 4, Part C Section 4.16 of the Chelsea Wood Condominium Council of Co-Owners Bylaws state that the Board of Directors shall manage the affairs of the Council and shall have all 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 member. 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 9 Section 9.1 of the Chelsea Wood Condominium Council of Co-Owners 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 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 regulation shall be furnished to all co-owners; and

WHEREAS, Article 9 Section 9.2 of the Chelsea Wood Condominium Council of Co-Owners Bylaws states that 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 powers 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 right to any other additional remedies at law or equity available to it to enforce the Master Deed, the Bylaws, or the rules and regulation 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 9.3 of the Chelsea Wood Condominium Council of Co-Owners Bylaws states 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 violation 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, if such violation is a continuing one or a statement that any further violation of the

same rules may result in the imposition of sanctions after notice and hearing, if the violation is not continuing. (b) Notice. Within twelve (12) months of such demand, if the violation continues past the period allowed in the demand for abatement without penalty, or if the same rule is subsequently violated, 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 to be imposed. (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 the notice and the invitation to be heard shall be placed in the minutes of the hearing. Such proof shall be deemed adequate if the copy of the notice, together with a statement of the date and manner of the 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 as the Board, in its sole discretion, deems appropriate and proper. Any such action by the Board shall be entered in the minutes of the meeting at which the action was taken. The failure of the Board to enforce these Bylaw provisions, the Master Deed, or any duly adopted rules and regulations on any occasion is not a waiver of the right to enforce the provisions on any other occasion; and

WHEREAS, Article 9 Section 9.4 of the Chelsea Wood Condominium Council of Co-Owners Bylaws states no animals, other than a reasonable number of common household pets, as may be determined by the Board of Directors and set forth in the rules and regulations, shall be kept or maintained on the Condominium, nor shall any pets be kept, bred, or maintained for commercial purposes. Any co-owner who keeps or maintains any pet in the Condominium shall be responsible and may be specifically assessed (as provided by these Bylaws) by the Board of Directors for any costs incurred by the Council in enforcing this subsection or in cleaning, repairing, or replacing property soiled or damaged by the pet. Unit owners are similarly responsible for the pets of lessees, occupants, guests, or employees of the owner. The keeping of pets and their ingress, egress, and travel upon the common elements shall be subject to such rules and regulations as may be issued by the Board of Directors. If an owner or occupant fails to abide by the rules and regulations and/or covenants applicable to pets, the Board of Directors may bar such pet from use or travel upon the common area, or subject such use or travel to a user fee.

WHEREAS, Section 11-109(d)(16) of the Maryland Condominium Act permits the Board of Directors to levy fines for violation of the Declaration, Bylaws, rules and regulation of the Association; and

WHEREAS, on April 26, 2012, and by Motion for Reconsideration on August 21, 2012, the Maryland Court of Appeals, the highest Court in Maryland, held that pit bulls are "inherently dangerous" and impose strict liability on dog owners for injuries caused by their pit bulls. This strict liability standard applies not only to the dogs' owners, but also to other persons who have the "right

to control the pit bull's presence on the subject premises" and know, or have reason to know, that there is a pit bull on the premises.

NOW, THEREFORE, BE IT RESOLVED THAT, the Board of Directors is adopting the following rules and regulations regarding the presence of pit bulls or pit bull mixes:

The Board has determined that in order to be in compliance with county and state laws and to avoid potential legal liability and for the best interest of the Association and the Association's members to adopt a rule relating to the prohibition of any pit bull breed ("Pit Bull") within the community. Any Pit Bull who currently resides in the community must be relocated. If a Pit Bull is found in the community, the owner of the unit in which the dog resides will be subject to a fine of \$250.00 per month until the dog has been removed. All such fines will be collectable as assessments and shall be subject to the same collections procedures as delinquent accounts for assessments. During the time in which fines are assessed and during all times after this Resolution takes effect, the owner of said dog shall indemnify the Association for all legal liability that may come from the ownership of a Pit Bull. Furthermore, this Resolution shall adhere to any modifications or changes within the law as they occur with regard to the Pit Bulls and may be amended at any time if deemed necessary. This Resolution shall also prohibit guests and visitors of homeowners from bringing a Pit Bull into the community and all owners shall be responsible for their guests and visitors and shall be liable as outlined above for the actions of their guests and visitors.

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

PASSED this Votat day of July Authorized Representative, Board of Directors

Signature

Name Printed: Davi & Vactorouse

**Board President** 

Date 7/10/13

, 2013.

Signature

Nome Drinted

**Board Secretary** 

Date TIONS

### CHELSEA WOOD CONDOMINIUM

### RESOLUTION

### POLICY FOR COLLECTION OF ASSESSMENTS

WHEREAS, it is the duty of the Board of Directors to collect assessments due to the Association as stated in Article IV, Section 4.16 of the Bylaws; and

WHEREAS, the Bylaws allow certain collection action to be taken as stated in Article VIII; and

WHEREAS, the collection of assessments in a timely fashion is an integral part of the operation of the Association;

NOW, THEREFORE, BE IT RESOLVED THAT the procedure for collection of delinquent assessments be as follows:

- 1. This Resolution shall not limit the number or scope of possible collection actions that may be taken against delinquent owners. Similarly, this resolution shall not limit the time frames of any collection actions that are to be taken. No owner may consider or use the time frames suggested by this resolution as a defense to any collection action that was taken even if the action taken was outside the time frame indicated in this resolution.
- 2. Each owner's annual assessment is due on the 1<sup>st</sup> day of the fiscal year; however, for the convenience of owners, the annual assessment may be paid in equal monthly installments on the 1<sup>st</sup> day of each month, unless otherwise notified by the Board of Directors. There may also be additional fees due, including, but not limited to, special assessments, charges, interest or fines, which are subject to this collection policy.
- 3. Notices, documents and all correspondence relating to assessments will be mailed to the address which appears on the records of the association. It is each owner's responsibility to inform the association's Management Agent, in writing, of any address change. Payment coupons are provided to all owners once a year.
- 4. On or about the 9<sup>th</sup> of each month, the Management Agent will mail a reminder notice to all owners with a balance for that month. This notice includes notice of acceleration indicating that the account will be accelerated if payment is not received and the remainder of the fee for the balance of the fiscal year will be due.
- 5. If at the close of business on the 15<sup>th</sup> of the month, there is an assessment balance due, a late fee of \$15.00 [or 10% of the balance owed] as determined annually by the Board of Directors will be added. Management Agent is authorized to waive one late fee per fiscal year at an owner's request based on the owner's good payment history.
- 6. On or about the 25<sup>th</sup> day of the month, the Management Agent will mail a notice to delinquent owners advising that their fee has still not been received and that in 10 days their account will be turned over to the association's attorney for lien filing, lawsuit and/or foreclosure. In addition, the Management Agent will mail a notice to delinquent owners advising that the parking permits assigned to their home will be invalidated if their account is not paid in full (See paragraph 11).
- 7. On or about the 5<sup>th</sup> day of the second month of delinquency, the Management Agent will turn all delinquent owner accounts not paid by that date over to the association's attorney for collection action. Once the account has been turned over to the attorney, all correspondence with the owners regarding their account must be between the owners and the attorney.
- 8. On or about the 20<sup>th</sup> day of the second month of delinquency, the association's attorney will send each delinquent owner a Notice of Intent to File a Lien (NOI).
- 9. Between the 30<sup>th</sup> day and the 45<sup>th</sup> day after the NOI was deemed to be received by the owner(s), the association's attorney will file the lien against the owner. Lien filing is also subject to notice requirements that the attorney will verify before filing the lien.

- 10. On or about the 60<sup>th</sup> day of delinquency, the attorney will proceed with a lawsuit against the delinquent owner(s).
- 11. An account that has not been paid in full by the 60<sup>th</sup> day of delinquency, will trigger the revocation of the privileges for that owner, his/her guests, tenants, and contractors from parking anywhere on the Chelsea Wood parking lot. The parking permits assigned to the owner whose account is delinquent for 60 days, will be rendered invalid. Any vehicles parked within the Chelsea Wood parking lot that use those permits will be subject to towing during the Board-approved towing hours. A \$150.00 charge will be placed on the owner's account for the monitoring of the invalid parking permits and working with the tow company on the tow list. The Board of Directors may post in a public space or communicate the list of invalid permit numbers to all or part of the owners in the community.

In the event that a delinquent owner pays their account in full or executes a formal written payment agreement for past due amounts owed to the association, the Board of Directors shall restore that owner's parking permits and the privilege to park on the association's property, provided that the payment agreement is signed by the owner and is agreed to by the attorney. If the delinquent owner subsequently defaults on any of the terms of the payment agreement, the Board of Directors will suspend the delinquent owner's parking privileges 30 days after providing written notice of the default, and the parking privileges will not again be restored until the delinquent account is paid in full or a revised payment plan is agreed to by the Association's attorney. The attorney must provide notice to the Management Agent when an owner's parking privileges are to be restored.

- 12. If an account has not been paid in full by the 60<sup>th</sup> day of delinquency, that owner, his/her tenants, guests, etc. will lose their rights to use the swimming pool, tennis courts and other common recreation facilities/
- 13. All charges for collection action will be charged to the owner(s).
- 14. All checks returned unpaid must be replaced with a cashier's check or money order and will incur an administrative charge.
- 15. Payments received from an owner will be credited to the outstanding balance in the following order:
  - Court costs, attorney's fees and other costs related to collection.
  - Fines, late fees or accrued interest, as applicable.
  - Special assessments.
  - Annual assessments.
- 16. In the event an owner attempts to make a payment of less than all monies due and owing the association after collection proceedings have commenced, the association's attorney will either send a letter to the owner or attempt to contact the owner by telephone or e-mail advising the owner that the payment was applied in accordance with Paragraph 15 hereof, and that his or her account remains delinquent as to all remaining monies owed to the association. The association's retention for the partial payment does not constitute a waiver of the Board's authority to foreclose on the owner's property or take action against the owner to collect the outstanding balance.

menette Williams RESOLUTION ADOPTED BY THE BOARD OF DIRECTORS AND EFFECTIVE ON

SIDENT

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## POLICY RESOLUTION COMMUNITY USE OF BULLETIN BOARDS CHELSEA WOOD CONDOMINIUM

WHEREAS, the Board of Directors governs the affairs of the Association and the common elements of the Association, and

WHEREAS, the Board desires to establish standard guidelines for the posting of notices on the community bulletin boards, and

WHEREAS, Article 9, Section 9.1 of the Bylaws of Chelsea Wood Condominium grants the Board the authority to establish rules and regulations governing the use of common elements,

NOW, THEREFORE, BE IT RESOLVED that letters, notices of opinion, and the like (notices) may be posted by Chelsea Wood Condominium residents on the community bulletin boards in accordance with the following guidelines:

- 1. Notices of opinion on any issue to be discussed at a Board meeting may be posted no sooner than the Sunday before the meeting and must be removed the day following the meeting.
- Notices may not contain any foul language or derogatory statements pertaining to any race, religion, ethnic group or any class of people.
- 3. Notices must be the personal opinion of the writers.
- Notices must be signed by the authors.
- 5. Notices may be posted by residents only, no vendors may post advertisements on community bulletin boards.
- 6. Notices by residents, other than those noted above, must be submitted to the Board of Directors for approval prior to posting.

These guidelines were discussed and adopted by the Board of Directors of Chelsea Wood Condominium at their Board meeting held on the  $10^{-10}$  day of  $20^{-10}$ , 1997, and will go into effect immediately.

ATTEST:

Sectorary

ACCEPTED.

Sheila M Carada

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## POLICY RESOLUTION SECURITY BAR GUIDELINES CHELSEA WOOD CONDOMINIUM

WHEREAS, the Board of Directors governs the affairs of the Association and the common elements of the Association, and

WHEREAS, in order to maintain architectural integrity, maintain maximum safety and allow unit owners the opportunity to install security bars on windows and sliding glass doors,

NOW, THEREFORE, BE IT RESOLVED that the following guidelines and specifications must be followed on all security bar installations:

- 1. Unit owners must request, in writing, their intention to install security bars in their unit. Such requests should be mailed to the managing Agent. The request must state who will be performing the installation, the exact location where the bars will be installed, a sketch of the bar design, the color of the bars, and the anticipated installation date.
- 2. Unit owner must comply with all federal, state and local codes, including all fire code regulations, and must apply for and secure all required building permits and inspections.
- 3. Specifications:
  - A. All bars must be full window or door length.
  - B. All window bars must be mounted on the inside of window.
  - C. Color of bars must be white or cream.
  - D. Bar size must be a minimum of 1/2" and post size must be maximum of 1-1/2".
  - E. Sliding door bars are to be installed on the inside of the glass.
  - F. Bars must not detract from the appearance of the property.
- 4. The Board of Directors will review all security bar installation applications. Applicant will receive formal written notice of the Board's decision on their security bar application.

These guidelines were discussed and adopted by the Board of Directors of Chelsea Wood Condominium at their Board meeting held on the 10th day of September, 1997, and will go into effect immediately.

ATTEST:

Sedretarv

ACCEPTED:

⁄President

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### RESOLUTION

### WITHHOLDING POOL PASSES

The Board of Directors passed a motion at their May 11, 1994 Board Meeting regarding withholding of pool passes for owners with outstanding balances owed to Chelsea Wood Condominium. The restrictions to be followed for withholding pool passes are:

- 1. Any owner who has a lien filed against his/her unit and who is not current with a payment arrangement will have their pool pass privileges revoked. Their pool pass should be removed from the box kept at the pool and no guest passes should be issued.
- 2. Any owner who has had a fine assessed against them, who has not paid the fine and who has been placed on the towing list for non-payment of that fine will have their pool pass privileges revoked. Their pool passes will be pulled from the box at the pool and no guest passes will be issued.

The above procedures are effective as of May 11, 1994.

Sheila Cavender, President Chelsea Wood Condominium Cathy/Hauserman, Secretary Chelsea Wood Condominium

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### DAY CARE HOMES RESOLUTION

WHEREAS, the Maryland General Assembly adopted and the Governor signed into law Senate Bill No. 567 regarding Family Day Care Homes which became effective on July 1, 1989, and

WHEREAS, Chelsea Wood Condominium desires to adopt a rule prohibiting the use of condominium units at Chelsea Wood as Family Day Care Homes in accordance with the provisions of Senate Bill No. 567,

NOW, THEREFORE, BE IT RESOLVED THAT Family Day Care Homes as defined in Section 11-111.V (A)(3) of the Real Property Article, Annotated Code of Maryland, as amended by Senate Bill No. 567, shall be prohibited at Chelsea Wood Condominium subject to the provisions set forth in the law,

#### and

It is further resolved that the owners may vote in the future by a simple majority of the total eligible votes in the condominum to allow Family Day Care Centers to operate in the Community.

Adopted by the Chelsea Wood Condominium in accordance with the provisions of the Maryland Condominium Act.

President

Chelsea Wood Condominium

Date

### POLICY RESOLUTION CHELSEA WOOD CONDOMINIUM UNIT KEYS

WHEREAS, the Board of Directors of Chelsea Wood Condominium has a responsibility to oversee the operation of the common elements of the Association and;

WHEREAS, the Board of Directors has a concern over the security of individual units within the complex and;

WHEREAS, the Board of Directors recognizes the need to enter units in the event of a legitimate emergency;

NOW, THEREFORE BE IT RESOLVED, that the Board of Directors of Chelsea Wood Condominium will agree to hold keys to individual units on behalf of the individual unit owners of the Chelsea Wood, and will use such keys for entrance into the units on an emergency or a specifically authorized basis subject to the following conditions:

- 1. Unit owners are not required to leave keys with the on-site staff.
- 2. Should unit owners agree to leave keys with the on-site staff they will release the Board of Directors, the Association, the Managing Agent and the Employees of Chelsea Wood from all liability associated with the holding of those keys.
- 3. Owners leaving keys must sign a key release form, which will be kept in their homeowner file. Upon sale of their unit, the key to the unit will be returned to the seller.
- 4. At any time during the course of ownership of the unit by the unit owner, the unit owner may request and receive their key back to their individual unit.
- 5. The keys to the individual units will not be used to allow access to the units, unless an authorized signed release is provided to Chelsea Wood prior to entry. The staff of the Chelsea Wood will only utilize the keys on their own for emergency entrance to the units.

This resolution is hereby adopted by the Board of Directors of Chelsea Wood Condominium this \$\forall \text{day of January, 1991.}

President

Secretar

### RELEASE FORM

## For Voluntary Deposit of Unit Keys With Chelsea Wood Condominium

Unit No
Owner(s):
Owner(s) current residence address(es):
I/We hereby acknowledge that I/we am/are the current owner(s) of record of the above-referenced unit of Chelsea Wood Condominium and that I/we reside at the above residence.
I/We hereby acknowledge that I/we have voluntarily deposited a key(s) to the above-referenced unit with the Chelsea Wood Condominium (the "Association"). In connection with the deposit of the key(s), and in consideration for the efforts of the Association in keeping the key(s) on my/our behalf, I/we hereby release, indemnify and hold harmless the Association, its members, agents and employees from any and all liability (including costs and attorney's fees) that may arise due to the loss, misplacement, or improper use of the key(s). This release shall be effective against all claims, including but not limited to claims based on personal injury or theft or damage to property.
I/We hereby acknowledge that this release shall not terminate upon return of the key(s) by the Association to me/us but shall continue to be effective until such time as I/we have the lock(s) changed on my/our unit but have not provided the Association with a key to the new lock(s).
Signature(s) of unit owner(s):
Telephone No.:(day)(evening)
Date:
Name of Witness:
Signature of Witness:
Date:

## POLICY RESOLUTION RULES ENFORCEMENT PROCEDURE CHELSEA WOOD CONDOMINIUM

WHEREAS the Chelsea Wood Condominium has a Declaration, Bylaws and Rules & Regulations, and,

WHEREAS the Article 4.3(j) and 4.3(k) of the Bylaws of Chelsea Wood Condominium empowers the Board of Directors to enforce the Declaration, Bylaws and the Rules & Regulations, and,

WHEREAS the Maryland Condominium Act specifies (Section 11-113) how to enforce the Declaration, Bylaws and Rules & Regulations,

NOW, THEREFORE, BE IT RESOLVED THAT Chelsea Wood Condominium will enforce said Declaration, Bylaws, and Rules & Regulations with the following procedure:

- A. In order to begin the rules enforcement process an owner must state in writing to the Board of Directors any rule violation they wish to complain about.
  - 1. Person making complaint must be identified in letter.
  - Person making complaint will be called to testify at all hearings.
  - Committees as well as groups of owners or residents may also bring complaints.
- B. Upon receipt of an alleged rule violation letter, stating the date and approximate time of the violation, a letter will be sent to the alleged violator, stating the alleged violation and a time period during which the alleged violation may be abated without further sanction (not less than 10 days).
  - A copy of this letter will be sent to the person originating the complaint.
  - If the violation persists past the 10 day grace period, a second letter must be sent by a complaining owner alleging that the violation exists.
- C. After the receipt of two letters of complaint within the prescribed period, a hearing will be held.
  - 1. Hearing notice will be sent to alleged violator stating: nature of alleged violation; time and place of hearing; invitation to attend hearing and produce any statement, evidence or witnesses on their behalf; statement that a sanction may be imposed; and the maximum amount of the sanction.
  - Invitation will also be sent to the person or persons originating the complaint inviting them to the hearing in order to produce evidence to substantiate their complaint.

- D. The Board will hear testimony from both sides at the hearing, then excuse both parties and render a decision.
- E. Should a fine be imposed on the violator, standard collection action will be pursued which includes filing a lien on the unit for non-payment of the fine and ultimately foreclosure, if necessary.
- F. In the case of non-owner occupied properties, all residents and owners will be provided copies of all correspondence.

APPROVED:

| 11/27/89 |
| Date
| Value of Received |
| Secretary |

## POLICY RESOLUTION HANDICAPPED PARKING SPACE ALLOCATION CHELSEA WOOD CONDOMINIUM

WHEREAS, the Board of Directors governs the affairs of the Association and the common elements of the Association, and

WHEREAS, a need for handicapped parking space allocation has been addressed,

NOW, THEREFORE, BE IT RESOLVED that the following will be the procedure for allocation of handicapped parking spaces in Chelsea Wood Condominium:

- Initial application may be submitted at any time. All approvals will be valid for a maximum period of one year. April 1 of each year is the designated renewal date for the applicant to submit the required information to the Board of Directors. The Directors will grant approvals with an effective date of May 1 of each year.
- 2. The applicant must submit a copy of the Doctor's certificate used to gain approval from the Motor Vehicle Administration.
- 3. The Board of Directors will circulate a petition in your building requesting owners to state their opinion on whether the space should be granted. Residents will be given two weeks to respond; failure to respond will be considered a "yes" vote.
- 4. A copy of the current vehicle registration form must be submitted to the Board of Directors. Handicapped tags or placard must have been issued by the Motor Vehicle Administration.
- 5. A written request from the applicant must be included stating the reasons why the space is needed and the anticipated duration of the need.
- 6. Although the applicant may be "granted" the space, the space cannot be specifically reserved for the applicant. Any vehicle authorized to have handicapped tags may park in the space from time to time.
- 7. Should a non-handicapped registered vehicle park in the space, the applicant should contact the local police department for ticketing and/or towing.

Adopted by: Cheslea Wood Condominium
Board of Directors

alru C. Ruccarlo 11/27/89 Maria 11/27/89
Secretary DATE President DATE

### Policy Resolution 88-3

- 1) Public participation at Board Meetings shall be limited to the time interval between 7:15 and 7:45 p.m. This interval may be extended to 8:00 p.m. or not, at the discretion of the Chair.
- 2) No one may speak without being first recognized by the Chair. This will assure that each person will have an opportunity to speak, and will also have a genuine opportunity to be heard by the others.
- 3) All present wishing to speak will have an opportunity to do so, but the time allotted to each shall depend upon the number to be accommodated. The Chair shall hold speakers to their allotted times.
- 4) After 8:00 p.m., persons who are neither Board members, officers, nor employees may remain only as observers.
- 5) Each speaker is entitled to be heard in a respectful manner by the rest of those present.
- 6) Rudeness, discourtesy, sarcasm and other disruptive or offensive behavior will not be tolerated.
- 7) Individuals will be warned ONE TIME. Repetition will result in the individual being asked to leave the meeting.
- 8) If the individual does not depart, or if general disorder results, the Chair will adjourn the meeting.