

CONDOMINIUM NO. ONE OF THE PINES, INC.
RULES AND REGULATIONS

Revised July 2001

Adopted by the Board of Directors on October 16, 2001

Effective October 31, 2001

The following is the copy of the Rules and Regulations for Condominium No. One of the Pines, Inc. These Rules and Regulations have been developed from the By-laws of the condominium and approved by your Board of Directors to assist in the providing all residents with a clean, safe and healthy community in which to live.

COMPLAINTS: Complaints regarding the management of the Pines Community or regarding the actions of the other residents shall be made in writing to the Board of Directors. All complaints will be handled with discretion.

1. **LAWNS AND WALKWAYS**

Bicycles, baby carriages or other vehicles or toys or other personal articles shall not be left unattended on lawns or walkways. Decorative objects shall not be placed on the common areas.

2. **VESTIBULES, STAIRWELLS AND HALLWAYS TO STORAGE AREAS**

Refuse or articles of any description shall not be left in vestibules, stairwells or hallways to storage areas.

3. **USE OF STORAGE AREAS**

The storage areas must be kept clean and free of obstruction in aisles. All storage items shall be totally within the storage bin with no protrusions. No items shall be stored out of the bin. All bins shall be marked with the owner's unit number or the contents can be declared abandoned. Items must be kept 18" below ceiling. All items stored must conform to all local, state, and federal codes and ordinances. Emergency removal will be made after one notification.

4. **TRASH AND GARBAGE**

All refuse shall be in sealed plastic bags and deposited with care in containers intended for such purpose in the trash rooms.

Recyclable mixed paper (cardboard, newspaper, etc.) and commingled (glass jars, bottles, aluminum, tinfoil, beverages/detergent bottles) shall be deposited with care into the containers labeled for such use in the trash rooms. Cans and bottles must be rinsed before placing in the can.

All construction debris including lumber, tile, drywall, doors, carpet, etc., all appliances, all large furniture and all mattresses are to be disposed of by the individual resident at their expense. If these items are placed in the trash room and the association removes them, the owner of the unit responsible for placing these items in the trash rooms will be billed for the cost of removal.

Cardboard boxes must be flattened and placed in the mixed paper recycling bin.

Small hand held appliances, lamps and similar items can be placed in the trash rooms by residents and the association will haul these small items away.

5. USE OF WINDOWS

A. No articles shall be shaken from windows. No articles shall be hung or placed on the outside of the windows.

B. Window/Door Coverings

- i. Sheets, blankets and the like shall not be used as window/door covering(s) except on a "temporary" basis and shall be neatly done. (Temporary not to exceed three (3) months.)
- ii. The use of "pieces" of items (including but not limited to sheets, blankets, tablecloth, quilts, bedspreads, etc.,) as window/door covering(s) is not permitted at any time.
- iii. Clear plastic as insulation on the inside of the window is permitted. The use of any other item as insulation around window/doors that is visible from the exterior of the unit is not permitted.
- iv. The lower edge of window/door coverings shall not be more than four (4) inches above the window sill/floor.
- v. Windows/doors in unoccupied units shall be covered.
- vi. All windows (including patio and balcony doors) must have screens in them. The homeowner is responsible for the maintenance of their screens.

6. WINDOW FRAME COLOR

A request must be submitted to and approved by the Board of Director prior to any window change. The request must include a description of the type of construction, material, location and the color. The standard window frame color in Pines One is almond or white.

7. USE OF PATIOS AND BALCONIES

The occupant shall keep the patio or balcony clean and free of all debris. Patios and balconies are not to be used as storage areas. Nothing shall be shaken from the balcony or patio. Feeding animals from the patio or balcony area is not permitted, as it can attract rodents and droppings left are unsanitary.

No vehicle of any type or automotive parts may be stored or parked on the patio or balcony.

Nothing shall be placed upon or suspended from the outside of the balcony railings. The railings shall not be lined with mesh or similar materials without written permission from the Board of Directors.

8. PATIO DRAINS

The patio drain is a part of the limited common element attached to a single unit. The unit owner is responsible for the maintenance of the patio drain. The owner shall keep the drain free of ice, snow and debris; i.e. leaves, twigs, dirt, gravel, etc.

9. CHARCOAL BROILERS OR SIMILAR OPEN FLAME BURNERS

Nothing shall be stored upon any balcony or patio nor shall the cooking or preparation of food be permitted thereon or upon any other portion of the common areas of the project.

10. EXTERIOR PAINTING

The exterior of any unit shall not be painted, decorated, or otherwise modified in any manner without prior consent of the Board of Directors. Plans for modification should be submitted to the Board of Directors.

11. ALTERATIONS

No alterations or additions such as fencing, screening, installing storm doors or windows, constructing walls of decorative cinder blocks or any construction shall be made to the exterior of any unit including balconies and patios without prior written consent of the Board of Directors.

12. EXTERIOR DECORATIVE LIGHTING

Exterior lights or fixtures not part of the original building structure require written approval of the Board of Directors.

ALL HOLIDAY LIGHTING SHALL BE REMOVED BY JANUARY 30TH.

13. ADDITIONAL EQUIPMENT

No person shall install any additional gas apparatus. Antennas/communication devices shall not be attached or hung from the exterior of the unit or placed on any common areas without the written consent of the Board of Directors.

14. GLAZING

Cracked or broken glass in any window or door will be immediately replaced. No patching of cracked or broken glass shall be permitted. Also, discoloration of glass or use of colored glass will not be permitted in windows or doors.

15. DAMAGE TO COMMON AREAS

No owner, his/her tenant, guest, children, or pets shall damage the buildings, grounds, trees, shrubs, parking areas, or other common areas or equipment.

16. SIGNS, NOTICES, AND ADVERTISEMENTS

Signs, notices, and advertisements shall not be inscribed or exposed on any windows, exterior surfaces or doors, other exterior parts of the unit or any common area nor shall anything be projected out of any windows or doors.

17. PLANTING OF FLOWERS AND SHRUBS

Any residents wishing to plant flowers, trees, or shrubs in the common areas must receive written consent from the Board of Directors.

18. KEYS

Owners may deposit a key to their units in the on-site office on a voluntary basis. The key is to be used only in the event of an emergency or the expressed authorization of the owner. In the event of an emergency, should it be necessary to enter a unit because of the non-availability of a key, the owner will be responsible for all expenses for restoration of the damaged areas caused by the forced entry.

19. DISTURBING NOISES

No resident shall make or permit any loud noises that will disturb or annoy the occupants of any of the units in the Pines Community. Nor shall any owner permit anything to be done which will interface with the rights, comfort or convenience of their neighbors. In order to minimize noise caused by walking, the owner will install necessary carpeting or rugs, which will cover a minimum of eighty (80) percent of the total floor space of the units.

20. PLAY AREAS

Children shall not play or congregate on the lawn, in stairwells, vestibules, hallways and entrances to building.

21. ENGAGING EMPLOYEES

No resident shall engage or direct any employee of the condominium on any private business of the resident during the employee's working hours.

22. PETS

The maintenance, keeping, breeding, boarding and/or raising of animals, livestock, or poultry of any kind, regardless of number, shall be and is hereby prohibited within any condominium unit or upon any common elements. Except that this shall not prohibit the keeping of one small (25 pounds or less) orderly dog, or cat and/or caged birds as domestic pets provided that they are not kept or maintained for commercial purposes or for breeding. Pets shall not be permitted upon the common areas of the condominium project unless they are carried or leashed. Any member who keeps or maintains any pet upon any portion of the condominium project shall be deemed to have indemnified and agreed to hold the corporation, each of its members and the Grantor, free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pets within the condominium project. All pets shall be registered with the Board of Directors and shall otherwise be registered and inoculated as required by law. The Board of Directors shall have the right to order any person whose pet is a nuisance to remove such pet from the premises.

A "nuisance" is a pet that

- a. Is repeatedly found at large
- b. Damages the property of anyone other than its owner
- c. Molests or intimidates pedestrians or passersby
- d. Excessively makes disturbing noise, including but not limited to continued and repeated howling, barking or whining
- e. Causes unsanitary conditions which interfere with the rights of neighbors to enjoyment of life or property
- f. Attacks other domestic animals

No waste shall be committed upon the common area(s). The person owning, keeping or having custody of the animal shall immediately remove the excrement deposited by the animal.

(Resolution #82186 Requirement to Clean Up After Animals on General and Limited Common Grounds dated August 27, 1986.)

No pets shall be chained or tied to a stake, tree, or other similar item in the common or limited common area. No pet shall be allowed on balconies unattended.

* All violations-Article X, Sec. 3(e), p.17 of the By-laws states "The Board of Directors shall have the right to order any person whose pet is a nuisance to remove such pet from the premises." Non-compliance will result in legal action.

23. RESPONSIBILITY OF OWNERS

Owners are responsible for their actions and the actions of their guests, children, tenants and pets. Residents shall permit entry into their unit to inspect or repair an item if presented a notice from the association. Failure to permit entry is a rule violation.

24. LEASING

No unit may be rented for transient or hotel purposes or for any period less than twelve (12) months. No portion of any unit (other than the entire unit) shall be leased. Any owner who leases a unit shall, promptly following the execution of that lease, forward a copy to the Board of Directors. Any lease must contain a provision that the tenant is subject to the association's documents. Leases must be submitted within fifteen (15) days from the date each new tenancy commences.

PARKING RULES – Revised 2009
Adopted by the Board of Directors on December 1, 2009
Effective March 22, 2010

PINES ONE PARKING RULES, REGULATIONS AND PROVISIONS

The following Rules and Regulations govern the parking and use of motorized vehicles of all types anywhere on Pines One property. These Rules and Regulations have been adopted by the Board of Directors to provide fair and equitable parking for all residents, and to preserve the appearance and value of the property.

In the event an owner is in violation of the Master Deed, Bylaws, Rules and Regulations, or if any owner is delinquent in the payment of ANY fees (fines, gas fees, late fees, attorney fees or assessment fees, etc.) to the association, the parking privileges will be suspended and the resident's vehicle(s) is/are subject to towing at owner's expense.

A. *PARKING PROVISIONS*

A-1 The Board of Directors and their designated agents and employees assume no responsibility or liability whatsoever for the loss or damage to any vehicle which is parked or operated on the premises.

A-2 All nonresident owners are responsible for their tenants' compliance with these rules. All residents are responsible for their family and guests. Owners are responsible for the actions of and consequences of their tenants, guests, invitees, contractors, etc.

A-3 A maximum speed of 10 miles per hour may not be exceeded within the Pines One property.

A-4 The parking area at Pines One is solely for the use of Pines One owners, Pines One tenants with current leases on file, and authorized guests of the owners or tenants. All other vehicles on Pines One property are subject to towing from the property without notice at vehicle owner's expense.

A-5 All vehicles parking facing a building must be front end only parking. All other vehicles must be parked with a "Permit A" or "Permit Required" permit visible from the parking lot (i.e. vehicles parked along the fence line or in an open space NOT facing a building must be backed-in).

A-6 All posted parking regulations shall be observed; all violators are subject to towing at vehicle owner's expense.

B. *PERMIT A*

B-1 One "Permit A" will be issued to each unit. This "Permit A" permit will allow parking in areas designated as Permit A Parking Only or any other parking space in the Pines One.

B-2 "Permit A" may not be used for any Pines One unit other than the one to which it was issued. "Permit A" will allow the vehicle on which the "Permit A" is displayed to park in a "Permit A Parking Only" space, or any other available parking space. Exceptions are covered in "Section E. Commercial Vehicles".

B-3 If the unit's "Permit A" is lost, damaged or stolen, the unit owner must write to the Board of Directors requesting a new "Permit A". The Board will decide on a case-by-case basis whether to issue a new "Permit A". There will be a charge for a replacement "Permit A" to be determined from time to time by the Board of Directors. When a "Permit A" is replaced, the "Permit A" issued prior to the replacement is cancelled/invalid.

B-4 The owner of the unit is responsible for "Permit A" and must forward it to the next owner upon the sale of the unit. "Permit A" goes with the unit.

B-5 Cars under car covers must have a view window in which "Permit A" is clearly visible.

B-6 HOURS OF ENFORCEMENT FOR "PERMIT A" PARKING SPACES WILL BE: Sunday through Saturday (7 days a week) including Holidays from 12 a.m. to 7 a.m. Vehicles parked in the areas marked "Permit A Parking Only" without a valid "Permit A" are subject to towing at the vehicle owner's expense without notice.

B-7 "Permit A" must be hung on the rear view mirror with the permit number facing the windshield. "Permit A" must be clearly visible from the exterior of the vehicle.

C. PERMIT REQUIRED

C-1 Two "Permit Required" permits will be issued to each unit. These "Permit Required" permits will allow parking in all areas designated as "Permit Required" spaces from 12 a.m. to 7 a.m./7 days a week including Holidays. (All areas not marked as "Permit A" or Handicapped are designated as Permit Required.)

C-2 "Permit Required" permits may be used for additional vehicles belonging to a unit, or a guest, tenant, rental vehicle, etc. A "Permit Required" permit will allow the vehicle on which the "Permit Required" permit is displayed to park in a "Permit Required" parking space during the hours of 12 a.m. to 7 a.m., 7 days a week including Holidays without being subject to towing. The "Permit Required" permit must be hung on the rear view mirror. "Permit Required" must be clearly visible from the exterior of the vehicle. Exceptions are covered in "Section E. Commercial Vehicles".

C-3 The owner of the unit is responsible for the two "Permit Required" permits and must forward them to the next owner upon the sale of the unit. The two "Permit Required" permits go with the unit.

C-4 If unit's "Permit Required" permit is lost, damaged or stolen, the unit owner must write to the Board of Directors requesting a new "Permit Required" permit. The Board will decide on a case-by-case basis whether to issue a new "Permit Required" permit. There will be a charge for a replacement "Permit Required" permit to be determined from time to time by the Board of Directors. When a "Permit Required" permit is replaced, the "Permit Required" previously issued prior to the replacement is cancelled/invalid. – **Revision: At the November 2, 2010 meeting, the Board of Directors voted to allow Management to issue replacement passes following the approved guidelines at the fee of \$50.00 per pass.**

C-5 Cars under covers must have a view window in which Permit Required is clearly visible.

C-6 HOURS OF ENFORCEMENT FOR PERMIT REQUIRED PARKING SPACES WILL BE: Sunday through Saturday (7 days a week) including Holidays from 12 a.m. to 7 a.m. Vehicles parked in

the areas designated Permit Required from 12 a.m. to 7 a.m. without a valid "Permit Required" permit are subject to towing at the vehicle owner's expense without notice.

C-7 "Permit Required" must be hung on the rear view mirror with the permit number facing the windshield. "Permit Required" must be clearly visible from the exterior of the vehicle.

D. GREEN SPACES

D-1 GREEN spaces may be utilized by any owner(s)/resident(s)/guest(s) with a valid "Permit A" or "Permit Required" permit. Any vehicle parking in the green spaces without a "Permit A" or "Permit Required" permit will be subject to immediate towing without notice at the vehicle owner's expense.

D-2 GREEN spaces are enforced 24 hours a day/7 days a week including Holidays. All violators are subject to immediate towing at the vehicle owner's expense.

E. COMMERCIAL VEHICLES

E-1 "Permit A" and "Permit Required" permits may be used to park any commercial vehicles covered in this section in a "Permit A Parking Only" space or a "Permit Required" space 12 a.m. to 7 a.m. The owner of the vehicle must display a valid "Permit A" or "Permit Required" permit when parked in the designated area 12 a.m. to 7 a.m./7 days a week including Holidays.

E-2 Commercial vehicles are defined as follows:

Any vehicle less than a $\frac{3}{4}$ -ton payload or which does not exceed eighteen (18) feet in length. Any vehicle that is recognizably being used to store items is not allowed.

E-3 Police squad cars and the truck owned by the complex and used for maintenance on the common areas will not be considered commercial vehicles.

F. PODS

F-1 "PODS" are not permitted to remain in the parking lot overnight without written permission by the Board of Directors. Residents must submit a written request to the Board of Directors.

F-2 PODS must not occupy more than one parking space.

F-3 Pines One staff must supervise the placement of the POD to ensure it does not adversely affect the flow of traffic or compromise the safety of residents or property.

G. PROHIBITED PARKING/STORING OF VEHICLES

G-1 Resident's motorcycles are allowed to park only in areas that are designated by the Board of Directors. The operation of unlicensed motorized bikes is not permitted on Pines One property.

G-2 Vehicles shall be parked in the spaces provided and shall not be parked in more than one space or parked in a manner that prevents ready access to any other space. Vehicles may not extend over the white lines of any space.

G-3 Parking is prohibited in the following areas: (a) fire lanes, (b) on sidewalks, (c) on any grass areas. In the event of a violation of this rule, the vehicle will be towed without notice and the owner of the vehicle involved will be assessed the full cost of any repairs and/or charges to restore the common area.

G-4 The storing of vehicles on common property is prohibited. A stored vehicle is defined as any vehicle parked in the same parking space without moving for a period of sixty (60) days or more. A written complaint must be filed by an owner/tenant or management agent. The Pines One rules enforcement procedure(s) will be used to process the complaint.

G-5 The parking of vehicles without current tags, junk or inoperable vehicles (unable to drive on State/County roads), vehicles with broken windows, flat tires, etc. is strictly prohibited. Any such vehicle parked on the premises for a period exceeding forty-eight (48) hours can be towed at the vehicle owner's expense. Owner must submit a written request for an extension and include the reason for the extension to the Board of Directors for review.

G-6 Overnight parking of contractor vehicles is prohibited and subject to towing at vehicle owner's expense.

G-7 Boats and trailers are prohibited and subject to towing at vehicle owner's expense.

H. OTHER PROVISIONS

H-1 Towing charges will be set by the towing company in accordance with Prince George's County laws.

H-2 "Permit A" and "Permit Required" permits are issued by the service coordinator during office hours. The office is located at 10210-T1 Prince Place. The telephone number is 301-336-3850. The following documents **MUST** be on file in the Pines One office to obtain "Permit A" and/or "Permit Required" permits:

Resident Owner - settlement sheet or proof of ownership of home

Non-resident Owner - current lease

Non-resident Owner's – proof of Prince George's County Rental License.

The following requirements **MUST** be met in order for "Permit A" and "Permit Required" permits to be released:

ANY fees due the Association (fines, gas fees, late fees, attorney fees or assessment fees, etc.) must be paid in full and the account must be current.

Owners and Tenants (with Power of Attorney) must present valid photo ID.

All outstanding violations must be corrected and verified by the Community Manager.

H-3 Any additional handicapped parking spaces will be evaluated by the Board of Directors on an as needed basis.

H-4 Any resident may appeal the denial of a "Permit A" or "Permit Required" permit to the Board of Directors. **WAIVERS AND EXCEPTIONS MAY BE GRANTED BY THE PINES ONE BOARD OF DIRECTORS.**

A request for an exception or waiver or an appeal to the Board of Directors for "denial" of a permit shall be:

1. written, and
2. filed with the Board of Directors not less than seven days prior to the monthly Board meeting.

H-5 No vehicle repairs, including changing oil or antifreeze, are permitted on Pines One property.

H-6 These Rules and Regulations are presented in conjunction with the By-laws of Condominium No. One of the Pines, Inc. They do not supersede or negate and are subordinate to any article in the By-laws of Condominium No. One of the Pines, Inc. Furthermore, the Rules and Regulations presented herein do not relieve any residents from abiding by any and all By-laws of this corporation.

I. TOWING

I-1 In the event your vehicle is towed, you will need to contact the towing company listed on each building's bulletin board. Please do not call the management agent, the Pines One on-site office, or the Pines One Emergency Number to recover your vehicle as they are not authorized to release vehicles from impound, nor can they reimburse you for your towing charges. If you believe that your vehicle was towed in error, you must contact the Prince George's County Vehicle Audit Department at 301-952-1873 to request a Show Cause Hearing. Prince George's County Vehicle Audit Department will send you the necessary forms to complete in order to schedule a hearing.

I-2 In the event an owner is in violation of the Master Deed, Bylaws, Rules and Regulations, or if any owner is delinquent in the payment of ANY fees (fines, gas fees, late fees, attorney fees or condominium fees, etc.) to the association, the parking privileges will be suspended, "Permit A" and all "Permit Required" permits become invalid and the resident's vehicle(s) is/are subject to towing.

I-3 Privileges will be reinstated after correction of the infraction and/or payment of ALL fees due.

CONDOMINIUM NO. ONE OF THE PINES, INC. PIT BULL RESOLUTION

WHEREAS, Article V Section 3 and Section 3(d) of the By-laws state the Board of Directors shall have all the powers and duties necessary for the administration of the affairs of the Corporation and the condominium project and may do all such acts and things as are not by law or by these Bylaws directed to be exercised and done by the members. The powers and duties of the Board shall include, but not be limited to the promulgation and enforcement of such rules and regulations and such restrictions on or requirements as may be deemed proper respecting the use, occupancy and maintenance of the project and the use of the general and limited common elements as are designated to prevent unreasonable interference with the use and occupancy of the condominium project and of the general and limited common elements by the members, all of which shall be consistent with the law and the provisions of these Bylaws and the Master Deed;

WHEREAS, Article X Section 3(a) of the Bylaws states that no noxious or offensive trade or activity shall be carried on within the project or within any condominium unit situate thereon, nor shall anything be done therein or thereon which may be or become an annoyance to the neighborhood or the other owners. No nuisance shall be permitted within the condominium project, nor shall any use or practice be permitted which is or becomes a source of annoyance to the members or which interferes with the peaceful use and possession thereof by the members;

WHEREAS, Article X Section 3(c) of the Bylaws states that nothing shall be done or maintained in any condominium unit or upon any common element which will increase the rate of insurance on any condominium unit or common elements, or result in the cancellation thereof, without the prior written approval of the Board of Directors. Nothing shall be done or maintained in any condominium unit or upon common elements which would be in violation of any law;

WHEREAS, Article X Section 3(e) of the Bylaws states that Pets shall not be permitted on the common areas of the Condominium project unless accompanied by an adult and unless they are carried or leashed. Any member who keeps or maintains any pet upon any portion of the condominium project shall be deemed to have indemnified and agreed to hold the Corporation, each of its members and the Grantor free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the condominium project. All pets shall be registered with the Board of Directors and shall otherwise be registered and inoculated as required by law. The Board of Directors shall have the right to order any person whose pet is a nuisance, to remove such pet from the premises;

WHEREAS, Article X Section 3(n) of the Bylaws states that there shall be no violations of any rules for the use of the common elements, or other "house rules", which may from time to time be adopted by the Board of Directors is hereby and elsewhere in these Bylaws authorized to adopt such rules;

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, the Maryland Court of Appeals, the highest Court in Maryland,

held that pit bulls and pit bull mixed breeds are "inherently dangerous" and impose strict liability on dog owners for injuries caused by their pit bulls or pit bull mixes. 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 or cross-bred pit bull mix 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 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 and pit bull mix dogs ("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 and Pit Bull Mix.

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

PASSED this 7th day of AUGUST, 2012.
Authorized Representative, Board of Directors

Darryl L. Anderson
Signature
Darryl L. Anderson
Name Printed:

Joan F. O'Neal
Signature
Joan F. O'Neal
Name Printed:

Board President
8/16/12
Date

Board Secretary
8-16-12
Date