

Windsor Square Condominium Association Welcoming Package and Rules and Regulations (Revised, 1991)

Dear Co-Owner:

This package is designed to inform all co-owners and tenants of the basic facts about the condominium. Initially, all co-owners should have copies of the Master Deed and By-Laws. If not, call our Management Agent for copies. Please read these documents carefully because they establish the rules and regulations under which the Condominium Association operates. Co-owners should provide a copy of the By-Laws to their tenants.

Built in 1969, Windsor Square converted to condominium ownership during 1973. The Condominium Association (The Association) is governed by a Board of Directors (The Board) elected from co-owner volunteers who meet monthly with the property manager. Minutes of the Board's activities are distributed to residents. Copies of the Board's past minutes are available from the Association's Secretary. Co-owner committees are also an essential ingredient in managing our community and we urge you to participate in them.

In order to help you enjoy the community to the fullest, we are offering the following information:

1. **Management Agent** - The Board has hired a Management Agent which is responsible for contracting to maintain and repair the common elements, keeping financial records and paying the Association's bills. The Management Agent is under contract and pursues its duties under the direction of the Board. Routine requests for repairs of common elements and limited common elements should be addressed initially to the Management Agent either in writing or by telephone during normal business hours. The Management Agent can be contacted at any hour in the event of an emergency. Members of the Board may be contacted if matters raised with the Management Agent are not resolved to the co-owner's satisfaction. Information concerning the Association's current Management Agent is attached.

2. **Repair and Maintenance** - The Master Deed and By-laws indicate that the Association is not responsible for the repair and maintenance of every matter relating to your unit. Each co-owner is responsible for many such matters. For instance, the co-owner is responsible for maintaining internal heating and cooling systems and internal water pipes. Co-owners should also keep in mind that repair and maintenance performed by the Association is ultimately paid for by the co-owners. Every effort should be made by all Co-owners to minimize such expenses by performing small tasks themselves.

3. **Gas Line** - The gas company, Maryland Natural Gas, is responsible for maintaining the exterior gas lines and regulators servicing the Association. Any gas leaks should be promptly reported directly to them and the Management Agent.

4. **Condo Fees** - Your monthly fee is due the first day of each month. Checks should be made payable to Windsor Square Condominium Association. Mail them in accordance with the procedure established by the Management Agent. A \$10 late fee is assessed if the funds are not received by the close of business the 15th day of the month in which they are due. Your monthly fee is used to pay for such condominium services as gas and water bills, trash removal, grounds maintenance, and the swimming pool. It is also used to increase reserves for capital outlays such as exterior painting, roof replacement and resurfacing the parking lot. Without your full cooperation in prompt remittance, the entire condominium community suffers. Non-payment could result in a lien being placed on your unit and ultimately, in the Association foreclosing on your unit.

5. **Pets** - Household pets are allowed, but be considerate of your neighbors. No animal may run loose, be unleashed or tied to trees, fences, and light poles. Dog owners are responsible for cleaning up immediately after their pet. If this is not done, the dog owner will be reported to the Animal Control Center of Montgomery County, Maryland, and may be subject to a fine.

6. **Trash Removal** - Trash is collected each Tuesday and Friday morning from your backyard. If your yard is enclosed, the gate must be left open. Putting trash anywhere else is unsightly and poses a serious health hazard. Put out your trash cans the night before or the morning of collection, but not any earlier. You will be notified in advance for special trash pickups after the Christmas holidays for removal of Christmas trees, or at any other designated time.

7. **Pest Removal** - We have contracted with an exterminating company for your convenience. Call the Management Agent if you think you need service. Since some pest control problems are not covered by our contract, check first with the Management Agent. Be sure you are home the day of the appointment.

8. **Common Elements** - Bicycles, tricycles, big wheels, wagons, toys, and garden tools are not permitted to be stored on the front lawns. Please store them inside your unit or in your backyard when not in use.

9. **Parking** - We have 102 parking spaces on Atlanta Drive for 51 units, or two spaces per unit. Many residents have more than two vehicles, so be considerate of your neighbors and park the extra car somewhere else. Major auto repairs are not permitted on Atlanta Drive; any oil or fluid spills must be cleaned up immediately. Since we have small children in our community, drive slowly. Also, please observe the NO PARKING - FIRE LANE signs, and ask your guests to do so as well.

10. **Utilities** - Gas and water usage is calculated on one meter for all 51 units. To keep condo fees as low as possible, be conservative. Close your

windows during cold spells, put rugs on the floors and curtains on the windows. It is also your responsibility to fix leaky faucets.

11. **Insurance** - The Association has an all-risk physical damage protection policy. The coverage is written on a blanket basis, and the cost is included in your condo fee. Our current policy covers replacement of all 51 units and includes coverage for liability, medical payments for accidents, and damage to auxiliary structures such as fences. The master policy is held by the Management Agent. We are presently insured by State Farm Fire and Casualty Company with a \$1000 deductible clause on all property damage claims. Co-owners are responsible for providing protection for their own household and personal property including improvements they make within their own unit. Co-owners may also wish to obtain coverage for the \$1000 which is not covered by the Association's policy.

12. **Committees** - In the past, committees of volunteer co-owners have played an important role in the management of our community. The function of these committees has been to monitor particular areas of condominium operations and to advise the Board concerning these areas. It is vital to the community that Co-owners participate in these committees. In addition, the Board encourages a system of Block Captains drawn from volunteer co-owners and residents who monitor the building in which his or her unit is located to determine maintenance needed. All Co-owners and residents are encouraged to become involved to ensure that the community serves us all well. To ensure smooth operations of our Windsor Square Community, each of us must become involved by contributing our time and effort when needed.

13. **Board Members** - Board members are elected at the annual Council of Co-Owners' meeting, which is ordinarily held each November. The By-Laws provide for a five member Board, with staggered one and two year terms to provide for continuity. Officer positions are President, Vice-President, Treasurer, Secretary, and Assistant Secretary. The Board generally meets once a month.

Windsor Square Condominium Association Rules and Regulations

In addition to the By-Laws and Master Deed, the Council of Co-Owners, acting through the Board, has adopted the following rules and regulations provided in summary form. These resolutions may be amended from time to time by motions passed by the Board or the Council of Co-Owners. Additional regulations are included in the minutes of Board meetings.

1. **Delinquency Procedures** - The following penalties apply for late payments of condo fees and other assessments:

15 days late - \$10 late fee. (Payments received on the 16th incur the late fee.)

45 days late - Notice of intent to file accelerated lien.

60 days late - Accelerated lien filed. (Co-owner must pay one year's condominium fee in advance.) A lien will be removed upon full payment of all delinquent fees, filing fees and attorney fees.

The Board has the power to waive late fees where special circumstances make such a waiver appropriate.

2. **Attendance at Board Meetings** - Meetings of the Board are open to all residents. Persons interested in attending must notify the Board's Secretary at least three days before the scheduled meeting. The right to attend Board meetings does not include the right to participate in such meetings, except as permitted by the presiding officer.

3. **Changes to Property** - Any changes to the exterior of your unit, including certain planting in the front yard, must first be presented to the Board for approval. See Section 13.

4. **Yard Sales** - Yard sales must be proposed to the Board at least two weeks in advance including the date, location, duration, and proposed plans of publicity for the sale. No sales will be allowed on the front lawns. Placement and size of signs require prior approval from the Board. The Board will review the sale plans in a timely fashion. If determined feasible, an annual community-wide yard sale may be organized by the Board. All expenses for advertising or related costs will be paid for by the participants.

5. **Breakage** - Window, patio door and fence breakage due to natural causes will be paid by the Association. Any other breakage and damage to the common elements are subject to assessment by the Board. Co-owners may be held responsible for the payment of such assessments if damage to common elements results from Co-owners' or their guests' abusive neglect or misuse.

6. **Storm Doors and Windows** - Storm doors and windows are part of the common exterior of the Condominium and may not be removed by the Co-owner.

7. **Doors and Shutters** - The Association will bear the expense of replacing or repairing front doors and shutters on units that by normal wear

and exposure to weather have become unsightly or unusable for the purpose intended.

8. **Wet Basements** - The Association is responsible for correcting major wet basement problems. The Board reserves the right to affect a community-wide special assessment to provide the necessary funds in the event that budgeted funds for such corrective work are determined to be inadequate.

9. **Air Conditioning Units, Furnaces and Water Heaters** - The Association is not responsible for repair, replacement or maintenance of such equipment and appliances.

10. **Lawn Decorations** - Lawn adornments and statuary shall not be placed upon common element portions of the Condominium property at the front or sides of individual units. Holiday lights must be removed by January 15th.

11. **Fences** - Backyards may be fenced at the co-owner's expense according to the following rules:

a. Any fence gate or post installed by a Co-owner under these rules becomes the property of the Association and a limited common element.

b. The additional fences, gates and posts must conform to the existing structures and to the plan and specifications for backyard enclosures as approved by the Board. Co-owners planning to enclose their backyards should first consult with the Management Agent.

c. Fences, gates and posts may only be installed by an installer approved by the Board, to ensure quality of the work.

d. No fence, gate or post may be erected which blocks the common walkway.

e. All enclosing fences must have a gate at least 36 inches wide. Gates must open into the yard.

f. Gates must be latched at all times, except on garbage collection days when they must be kept open until the garbage has been collected. Animals kept in the backyard may not be left unattended until after the garbage has been collected.

g. Trash will not be collected nor lawns mowed if the gate is locked or an animal enclosed.

h. Ordinary maintenance of the additional fences, gates and posts will not be the responsibility of the Association. Extraordinary maintenance and repair due to abusive neglect or other circumstances may be assessed against the individual owner.

i. All work will be inspected by the Management Agent or other qualified persons designated by the Board.

12. **Attics** - Subject to the following conditions, a co-owner may proceed with a project to install an attic at any time.

Conditions:

a. Notify the Board in writing of your plans to create an access-way

into the attic along with a sketch of the location of the access in your attic. (A notation of the location opening can then be added to the master plan.)

b. All installations shall be done by a professional carpenter, unless permission is received from the Board to undertake the project otherwise.

c. The attic areas are not the property of the individual units, but are part of the limited common element of the Condominium.

d. Improper construction of access-ways could weaken the skeletal structure of the common element (walls and roof). Therefore, all work will be inspected by the Management Agent, or other qualified personnel designated by the Board, to insure structural integrity of the walls and roof.

13. **Flowers and Shrubs**

a. Existing shrubs from front of the units may not be removed without written approval of the Board.

b. All plants and shrubbery must be planted at least three feet away from the front or rear of the unit.

c. Planting of trees must be approved by the Board. The planting of fruit bearing trees is prohibited.

d. Planting of shrubs, flowers, etc., which affects, or may affect, the adjacent yard or property is prohibited.

e. Flowers may not be planted closer than three feet from the front of units, nor can they have the potential to grow more than fifteen inches in height.

f. Plants, shrubs, flowers, trees, etc. may not be planted on the side of the units.

g. The Board, at its discretion, may assess additional amounts to the owner in the event that the Association incurs an additional expense which arises from the planting of shrubs, flowers, trees, etc. by such Co-owner.

h. The Board reserves the right to remove any planting that becomes a nuisance.

i. It is not necessary to submit proposed plans to plant flowers to the board. In the case of trees, shrubs, or any planting not specifically covered by these rules, plans must be submitted to the Board for review and proper action.

14. **Lawn Watering** - Co-owners are responsible for watering their front, side and back lawn. There are faucets on the front of most units for use by all Co-owners. Please exercise proper consideration by replacing hoses and sprinklers after you have finished.

15. **Grounds Maintenance** - The Condominium contracts annually with a professional lawn service to maintain lawn and shrubbery in the general common areas, including mowing, trimming, leaf removal and fertilizing as deemed appropriate by the Board. Backyards, a limited common element, are mowed. However, each Co-owner is responsible for any other maintenance such as trimming and fertilizing.

16. **Exterior painting** - Wooden trim is painted periodically by the

Association. Storm doors and storm windows shall not be painted. Co-owners performing minor touch-ups on wooden trim may use the following authorized paint colors:

DOOR COLOR

Martin Senour Brand

- a. Blair House Green.....W1063
- b. Lu dwell Tenement Gold..W1078
- c. Palace Arms Red.....W1083
- d. Bryan House Chocolate..W1068

Duron Brand

- a. Wedgewood Blue
- b. Charcoal
- c. Black
- d. White

TRIM COLOR

Martin Senour Brand

- a. Ludwell Tenement Gold..W1078

Duron Brand

- a. White
- b. Homestead White
- c. Ivory
- d. Leighton Ivory
- e. Puritan Gray

If the manufacturer no longer produces these colors, contact the Management Agent.

17. **Swimming Pool** - The Association maintains a swimming pool for use by co-owners, occupants of their units, and guests. Co-owners who are in arrears on condo fees will have their pool use rights suspended along with the pool use rights of their unit's occupants and guests, until outstanding obligations are paid. If a suspended Co-owner or an occupant or guest of the suspended co-owner uses the pool during the period of suspension, a pool use charge of \$10 per occurrence will be assessed to the Co-owner. No suspended Co-owner or occupant or guest of a suspended co-owner may use the pool on the pretext of being the guest of another Co-owner in good standing or occupant thereof. A guest may use the pool only when accompanied by a Co-owner or occupant of the unit of which he/she is a guest. However, a guest may remain after the Co-owner or occupant departs. Rules and regulations governing the operation of the pool are attached hereto.

18. **Cable TV** - Residents may request Cable TV Montgomery to install wiring for Cable TV hookups. Our agreement with the company calls for the following restrictions: "No wiring may be allowed to enter any unit above 24 inches. No wiring may be allowed to run more than 24 inches before entering unit." Be sure the installer is aware of these restrictions. If you have questions, call Mike Friedman, of Cable TV Montgomery (manager-Multiple Dwelling Units) at (301)294-7736

Swimming pool rules and regulations

1. Residents will be held responsible for all their actions and those of their guests.
2. Residents and guests are responsible for all personal property brought to the pool.
3. All residents and guests are required to sign the guest register.
4. Children under 8 years of age must be accompanied by an adult over the age of 18.
5. No one is permitted in the deep end of the pool until they can comply with minimum standards of swimming, to be determined by the guard.
6. Running, pushing, wrestling, or causing a disturbance will not be tolerated.
7. No pets are allowed in the pool area.
8. No beverages, food, or glass is allowed in the pool area.
9. Any person may be barred from the pool area at the discretion of the guard for infraction of the rules which, in the guard's judgment, constitutes a hazard to others. Action will be reported to the Board within 24 hours.
10. Babies are to wear cloth diapers and tight fitting protective pants or bathing suits. Please, no Pampers. Disposable diapers shred and clog the pool's filter.
11. Showers must be taken before entering pool.
12. Minors, under 18 years of age, may not have more than two guests unless accompanied by an adult of the condominium.
13. There will be adult swims every hour on the hour for 15 minutes from 1PM until 4PM every day. No one under the age of 18 will be allowed in the swimming pool during an adult swim.
14. All complaints concerning operation of the swimming pool should be made in writing to the Management Agent.
15. These rules may be revised at any time by the Board and the Pool Committee.
16. Pool hours vary from year to year, and will be distributed to Co-owners prior to each pool season. The pool opens Memorial day weekend.

Management Agent

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