

**THE FAIRWAYS SOUTH AT LEISURE WORLD, A CONDOMINIUM
UNIT OWNERS ASSOCIATION**

POLICY RESOLUTION NO. 6, June 29, 2010 / Revised April 1, 2020

RULES AND REGULATIONS

WHEREAS, Article 3, Section 3.1 of the Bylaws of the Condominium provides that the Board of Directors "shall have all of the powers and duties necessary for the administration of the affairs of the Unit Owners Association and may do all such acts and things as are not by the Condominium Act or the condominium instruments required to be exercised and done by the Association;" and that "the Board of Directors shall have the power from time to time to adopt rules and regulations deemed necessary for the benefit and enjoyment of the Condominium in accordance with Section 5.8 (b) hereof"; and

WHEREAS, Article 3, Section 3.1©) of the Bylaws provides that the Board of Directors shall, on behalf of The Fairways South at Leisure World Condominium Unit Owners Association, "Provide for the operation, care, upkeep and maintenance of all the Property and services of the condominium;" and

WHEREAS, the Board deems it necessary and desirable to establish certain rules and regulations for use in governing the conduct of the Unit Owners.

NOW, THEREFORE, BE IT RESOLVED THAT: the following Rules and Regulations are adopted.

**THE FAIRWAYS SOUTH AT LEISURE WORLD
CONDOMINIUM UNIT OWNERS ASSOCIATION**

RULES AND REGULATIONS

Introduction

1. The Fairways South at Leisure World Condominium Unit Owners Association ("Association"), acting through its Board of Directors, has adopted the following Rules and Regulations ("Regulations"). These Regulations may be amended from time to time by resolution of the Board of Directors.

2. Wherever in these Regulations reference is made to "unit owners", such term shall apply to the owner of any unit, to such owner's family, tenants, employees, agents, visitors and to any guests, invitees or licensees of such unit owner, his family or tenant of such unit owner. Wherever in these Regulations reference is made to the Association, such reference shall include the Association and the managing agent when the managing agent is acting on behalf of the Association.

3. The unit owners shall comply with all the Regulations hereinafter set forth governing the building, stairwells, building entrances, patios, balconies, drives, recreational areas, grounds, parking areas and any other appurtenances.

4. The Association reserves the right to alter, amend, modify, repeal or revoke these Regulations and any consent or approval given hereunder at any time by resolution of the Association or the Board of Directors.

Restrictions on Use

5. No part of the Condominium shall be used for any purpose except housing and the common purposes for which the Condominium was designed. Other than any unit designated by the Board of Directors for non-residential use, each unit shall be used as a private residence.

6. There shall be no obstruction of the common elements. Nothing shall be stored on the common elements without the prior consent of the Board of Directors except as herein or in the Bylaws expressly provided. No portion of the common elements shall be decorated or furnished by any unit owner in any manner without written approval of the Board of Directors or the Covenants Committee. The common elements shall be used only for the furnishing of the services and facilities for which the same are reasonably suited and which are incident to the use and occupancy of the units. The sidewalks, building entrances and stairwells shall be used for no purpose other than for normal transit.

7. Nothing shall be done or kept in any unit or in the common elements which will increase the rate of insurance for the building or contents thereof applicable for residential use without the prior written consent of the Board of Directors. No unit owner shall permit anything to be done or kept in his unit or on the common elements which will result in the cancellation of

insurance on the building or contents thereof or which would be in violation of any public law, ordinance or regulation. No gasoline or other explosive or flammable material may be kept in any unit or storage area. No waste shall be committed on the common elements.

8. All garbage and trash must be placed in the proper receptacles designated for refuse collection and no garbage or trash shall be placed elsewhere on any common element.

9. No playing shall be permitted, nor shall baby carriages, velocipedes, bicycles, playpens, wagons, toys, benches, chairs or other articles of personal property be left unattended in common areas of the building, stairwells, building entrances, parking areas, sidewalks or lawns or elsewhere on the common elements.

10. The toilets and other water and sewer apparatus shall be used only for the purposes for which designed, and no sweepings, matches, rags, ashes or other improper articles shall be thrown therein. The cost of repairing any damage resulting from misuse of any of such apparatus shall be borne by the unit owner causing such damage.

11. Each unit owner is expected to keep the unit in a good state of preservation, repair and cleanliness and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors, windows, patios or balconies thereof, any dirt or other substance.

12. Nothing shall be done in any unit or on the common elements which may impair the structural integrity of the building or which may structurally change the building nor shall anything be altered or constructed on or removed from the common elements, except upon the prior written consent of the Covenants Committee. (Because of the risk of damage to the concrete, no covering of any kind may be placed on the floors of enclosed balconies, or patios, unless specifically approved by the Board of Directors or the Covenants Committee).

13. No immoral, improper, unlawful, noxious or offensive activity shall be carried on in any unit or on the common elements, nor shall anything be done therein which may be or become an annoyance or nuisance to the other unit owners or occupants. No unit owner shall make or permit any disturbing noises in any building or do or permit anything which will interfere with the rights, comforts or convenience of other unit owners. All unit owners shall keep the volume of any radio, television, musical instrument or other sound producing device in their units sufficiently reduced at all times so as not to disturb other unit owners. Despite such reduced volume, no unit owner shall operate or permit to be operated any such sound producing devices in a unit between the hours of eleven p.m. and the following eight o'clock a.m. if such operation shall disturb or annoy other occupants.

14. No industry, business, trade, occupation or profession of any kind, commercial, religious, education or otherwise, designed for profit, exploitation or otherwise, shall be conducted, maintained or permitted on any part of the condominium nor shall any "For Sale", "For Rent", or "For Lease" signs or other window displays or advertising be maintained or permitted on any part of the condominium or in any unit, nor shall any unit be used or rented for transient, hotel or motel purposes. The right is reserved by the Board of Directors or the Managing Agent, to place "For Sale", "For Rent" or "For Lease" signs on any unoccupied units, and the right is hereby given to any mortgagee who may become the owner of any unit to place such signs on any unit owned by such mortgagee, but in no event will any sign be larger than one foot by two feet.

15. Draperies, curtains or Venetian blinds must be installed by each unit owner on all windows of the unit (excluding balcony enclosures) and must be so maintained thereon at all times. Covering of all unit windows and sliding doors must have white or off-white backing or lining. Window coverings on balcony enclosures must be in compliance with the guidelines established by the Board of Directors.

16. Unit owners may install a rotary fan, hanging plants, lights, pictures and similar items on an enclosed balcony or enclosed patio in accordance with guidelines established by the Board of Directors. Electric heaters for the balcony may be permitted with prior written approval of the Covenants Committee.

17. Except for draperies, curtains or Venetian blinds, no unit owner shall cause or permit anything to be hung, displayed or exposed on the exterior of a unit or common elements appurtenant thereto, whether through or upon the windows, doors, masonry or balcony of such unit without approval of the Board of Directors or the Covenants Committee. The prohibition herein includes, without limitation, laundry, clothing, rugs, signs, awnings, canopies, shutters, radio or television antennas or any other items. Under no circumstances shall any exhaust fan, air conditioning apparatus, television or radio antennas or any other items be installed by the unit owner beyond the boundaries of the unit. A unit owner may, however, use the central television antenna provided as a part of the unit. No clothesline, clothes rack or any other device may be used to hang any items on any window, patio or balcony, nor may such devices be used anywhere on the common elements except in such areas as may be specifically designated for such use by the Board of Directors. Patios and balconies shall not be used as storage areas. No balcony shall be enclosed or covered by a unit owner after settlement without the prior consent, in writing, of the Covenants Committee.

Sale of Household Goods and Personal Effects

18. a. **Scope and Purpose:** The provisions of this rule pertain to matters of advertising and conducting of sales of private property, i.e. household goods and personal effects within the Fairways South Condominium. They include, but are not limited to, sales that have been commonly known as estate sales, liquidation sales, moving sales as well as any other advertised sales. The purpose of this rule is to insure that the security of residents is maintained and to take precautions against damage to common elements.

There may be certain circumstances where the seller believes sales are so limited that the activity connected with it will not conflict with the objectives of this rule. In such cases a waiver to the requirements of this rule may be requested in writing from the President of the Unit Owners Association.

b. Approval

(1) Written approval of all arrangements for conducting such sales must be obtained from the Property Manager of the Fairways South at least seven (7) days before the sale is advertised. Advertisements shall not include the name and address of the seller other than the fact that the location is in Leisure World. The advertisement shall state that sales are by appointment only.

(2) Sales shall be limited to no more than five (5) consecutive days, Monday through Saturday, and sales shall not be conducted on State or National Holidays. Sales shall be between the hours of 9:00 A.M. and 4:00 P.M. Sales shall be limited to property of only one unit.

(3) There shall not be more than five (5) appointments per hour and it should be limited to two (2) persons per appointment. A list of appointments shall be furnished to the Leisure World Security Gate and to the Security Guards engaged to monitor the sale. (See Section c. of this Rule)

c. **Monitoring of Sales** In order to insure that the security of all residents is maintained and to take precautions against damage to the common elements, the sale shall be monitored by a security guard selected by the Property Manager. The cost of the security guard shall be the responsibility of the seller and a deposit to cover this cost shall be posted with the Association Office at the time approval for the arrangements of the sale is obtained. This deposit is in addition to the deposit to cover damage required under paragraph e. At all times a representative of the seller must admit non-resident prospective buyers at the building entrance and escort them to and from the location of the sale.

d. **Removal of Items**

(1) Heavy items which cannot be easily carried by one person may be removed only on Monday through Friday, excluding State and National Holidays. Removal must be between the hours of 9:00 A.M. and 5:00 P.M. Small items, easily carried by one person, may be removed on Saturday.

(2) Items shall not be dragged through hallways or brought in contact with walls.

(3) Condo carts shall not be used for transporting any item(s).

(4) Removal of goods must be via the freight elevator only. Arrangements for use of the freight elevator must be made with the Association Office.

(5) Vehicles used in removing items must use the loading dock in the rear of the building. Such vehicles may not enter garages or obstruct entrances/exits to garages.

(6) It shall be the responsibility of the seller to notify the buyers, or anyone engaged in the removal of property, of these restrictions.

e. **Security Deposit** Seller shall post a \$200.00 deposit with the Association Office before sale begins to cover possible damage to common elements. Seller will be responsible for all damage regardless of amount. Actual damage will be determined by an inspection conducted by the Property Manager, together with the seller, following the sale and removal of items.

f. **Compliance**: If the Property Manager or security guards observe or discover non-compliance with any aspect of this rule, appropriate action may be taken by Association authorities including the cessation of the sale.

Pet Rules - Rules are applicable to both the keeping of resident pets and visiting pets, except "seeing-eye dogs" hosted by unit owners.

19. No animals or reptiles of any kind shall be raised, bred or kept in any unit or on the common elements, except that small, orderly dogs, cats or other household pets (not to exceed twenty (20) pounds at maturity and not to exceed one per unit, whether resident or visiting) may be kept in a unit, subject to compliance with the Bylaws and these Rules and the approval of the Board of Directors.

20. A pet may be maintained in a unit so long as it is not a nuisance. Actions which will constitute a nuisance include, but are not limited to, abnormal or unreasonable crying, barking, scratching or unhygienic offensiveness, (as well as damaging, soiling or defecating on common elements when the owner does not remove the offensive material).

21. Montgomery County ordinances regarding pets are in effect. Residents who own pets and who are hosts to visiting pets should be familiar with and comply with these ordinances, including ordinances requiring vaccination for rabies and County registration where applicable.

22. Residents who bring their pets to live in The Fairways South and hosts to pets visiting for 48 hours or more, are required to register them, submitting a copy of their current County registration, at the Association Office on arrival and annually thereafter when their County registrations are renewed.

23. Pet owners and hosts of visiting pets are fully responsible for personal injuries and/or property damage caused by their pets.

24. Stray animals should be reported to the Montgomery County Animal Control Center at (301) 499-8300, and arrangements will be made to pick up the animal. (If dangerous situation, call Animal Protection Alliance of Montgomery County at (301) 942-6672.

25. Pets must be leashed and under the control of the owner at all times while outside of the unit, and the leash shall be of a length that ensures that the pet is under full control at all times. At no time shall any pet be leashed to any stationary object on the common elements.

26. Pets must be transported in the service elevator unless they are led up or down one of the stairways. However, if the service elevator is unavailable for a continuing period, a passenger elevator may be used, but in light of possible health problems of some residents, e.g., allergy or phobias, pets other than Seeing Eye Dogs shall not be transported in any passenger elevator in which a passenger or a person awaiting use of the elevator objects to the presence of the pet in the elevator.

27. The designated pet area is adjacent to the loading area. The pet area consists of all the lawn area between the signs noting "Pet Area". Pets are to be walked in this area only; the landscaped areas around the building are not to be used to exercise pets. Residents are required to dispose of their pet's waste from the common elements, including the designated pet area and deposit such waste in the containers provided in the area.

28. The only entrance and exit for pets to and from The Fairways South is through the loading dock (basement level). Pets may not enter or leave the buildings through the front lobby

(except seeing eye dogs).

29. Complaints against nuisances by pets shall be submitted in writing at the Association Office. Appropriate action will be discussed with the pet owners. Any pet creating an unremedied nuisance may be permanently removed upon ten (10) days written notice from the Board of Directors.

Storage

30. All personal property placed in any portion of the building or any place appurtenant thereto, including, without limitation, the storage areas, shall be at the sole risk of the unit owner and the Association shall in no event be liable for the loss, destruction, theft or damage to such property.

31. By the terms of their employment, employees of the Association and the Managing Agent are not permitted to perform tasks for unit owners. However, should an employee of the Association, or the Managing Agent, at the request of a unit owner, move, handle or store any articles in storage rooms or remove any articles therefrom, then, and in every case, such employee shall be deemed the agent of the unit owner. The Association shall not be liable for any loss, damage or expense that may be suffered or sustained in connection therewith.

32. All items placed in limited common storage areas assigned to unit owners, must be stored at least 18 inches (eighteen inches) below level of sprinkler head.

Parking and Storage

33. a. Article 5, Section 5.11 of the Bylaws, states that "no Unit Owner shall park on the common element automobile parking spaces more than one vehicle (owned or leased by such Unit Owner, a member of the Unit Owner's family, an employee or tenant leasing the Unit) (excluding limited common element parking spaces) without the prior written consent of the Board of Directors." Each resident thus has the right to park one vehicle on the common element (outdoor) parking spaces, whether or not a limited common element (indoor garage) space is owned. In order to park a second vehicle in the outdoor spaces, a resident must request and receive a "Grant of Consent to Park Two Vehicles on the Common Parking Area" signed by the President of the Association. Those residents already granted permission for a second vehicle will be grandfathered in.

b. Golf carts must be stored in assigned garage spaces. Bicycles shall be parked in the racks in the garages and locked for security. All bicycles must be tagged and registered with the Association Office.

c. All residents must register their motor vehicles with the Leisure World Administration Office and be issued a vehicle identification decal which must be placed on the inside of the windshield, lower left corner. This decal is primarily for the purpose of controlling entry to Leisure World by residents and may also be used for controlling parking, and will be updated periodically. Residents must provide ownership and vehicle identification data in order to be issued these decals. The Leisure World Administration Office maintains records of all vehicles so registered. The decal number shall be given to the Fairways South Property Manager by the resident.

d. All residents, including handicapped, who plan to be away for one week or longer or do not plan to use their car for that period, are required to park their car at the far end of the southeast parking area. Fitted car covers may be used in this area.

e. All vehicles using outdoor parking spaces must park front-in and avoid overhang which could obstruct pedestrian walkways, or cover grass strips and hinder mowing, or cause bumper or exhaust smoke marks on building walls and other common property or cause damage to plantings. Vehicles using indoor parking may back into spaces upon approval of the Covenants Committee, but their owners are subject to charges for cleaning or painting-over bumper or exhaust smoke marks on walls.

f. No vehicle shall be parked in any parking space, indoor or outdoor, so as to overlap parking stripes or otherwise obstruct or reduce the adjacent spaces or impede ingress or egress of other vehicles.

g. No junk or derelict vehicle shall be parked on any common element at any time. Such a vehicle is defined as one without valid license plates or that cannot be operated in its existing condition because the parts necessary for operation, such as, but not limited to, tires, wheels, windshield, engine, drive train, driver's seat, steering wheel or column, gas or brake pedals are removed, damaged, or destroyed, or has a deteriorated body condition, regardless of the display of valid state tags, registration card, or inspection sticker.

h. Vehicle repairs other than emergency maintenance are not permitted on the common elements.

i. Washing and waxing of vehicles is not permitted on Association Property.

j. Items may be stored in the indoor parking spaces, only within no more than two (2) storage cabinets, which must be kept in good repair and must be composed of plastic, or rubber, or other non-rusting, non-corrosive material, after approval by the Covenants Committee. No flammable item may be stored in any cabinet and while the cabinet may be locked, it must be opened for inspection by management upon request to ensure compliance. No item(s) may be stored on top or around the cabinet and the cabinet must be physically within the painted lines of the owner's space and may not interfere with opening the doors of cars in adjacent spaces, nor impede the flow of traffic. Upon sale of a garage space, any cabinet within the space must be removed by the seller unless conveyance is approved by the Covenants Committee.

34. All unit owners shall observe and abide by all parking and traffic regulations posted by the Association or by municipal authorities. Vehicles parked in violation of any such regulations may be towed away at the unit owner's sole risk and expense.

35. Parking so as to block sidewalks or driveways shall not be permitted, nor shall it be permitted to leave a car parked or left standing unattended at the front entrance, fire lanes or loading dock. Free access is required at all times. If any vehicle owned or operated by a unit owner, any member of his family, tenants, guests, invitees, employees (including, but not limited to caregivers) or licensees shall be illegally parked or abandoned on Condominium property, the Association shall be held harmless by such unit owner for any and all damages or losses that may ensue, and any and all rights in connection therewith that the owner or driver may have under the provisions of state or local laws and ordinances are hereby expressly waived. The unit owner shall indemnify the Association against any liability which may be imposed on the Association as a result of non-compliance with any parking rules (including abandonment) and any consequences thereof.

36. Unit owners shall not engage employees of the Association or the Managing Agent to move, handle, park or drive any automobile placed in the parking areas.

Entry Into Units, Keys, Deliveries

37. The Association or Managing Agent shall maintain a key system to be used for units in the Condominium. To provide for emergencies, each unit owner shall provide to the Association Office and to security at the main gate a working copy of any key(s) required to gain entry to any unit. The Association or Managing Agent may access these keys at the Association Office and security at the main gate. If entry to such unit is necessitated by threat of fire, flood, or any other condition which may adversely affect the common elements or any other unit. A key may also be made available to a unit owner or a resident who has lost or misplaced his or her personal key, provided he or she can provide adequate identification of ownership or residency of the unit to the custodian of the emergency keys. A unit owner may alter any lock, or a knocker, or a bell or any other fixture on any door of any unit only with the prior written consent of the Covenants Committee.

38. The agents of the Board of Directors or the managing agent, and any contractor or workman authorized by the Board of Directors or the managing agent, may enter any room or unit in the building with the written permission of the unit owner at a time reasonable and convenient to the Unit Owner (except in case of emergency in which case entry may be immediate and without such permission) for the purpose of exercising and discharging their respective powers and responsibilities, including, without limitation, inspecting such unit for the presence of any vermin, insects or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects or other pests.

39. Employees and agents of the Association or the Managing Agent are not authorized to accept packages, money or articles of any description from or for the benefit of a unit owner. If packages, keys (whether for a unit or an automobile), money or articles of any description are left with the employees or agents of the Association or the Managing Agent, the unit owner assumes the sole risk therefor and the unit owner, not the Association, nor the Managing Agent, shall be liable for injury, loss or damage of any nature whatsoever directly or indirectly resulting therefrom or connected therewith. The Association does not assume any responsibility for loss or damage in such cases. Deliveries requiring entrance to a unit owner's unit will not be accepted.

Use of Common Facilities

40. a. All persons using any of the common facilities do so at their own risk and sole responsibility. The Association does not assume responsibility for any occurrence, accident or injury in connection with such use. No unit owner shall make any claim against the Association, its servants, agents or employees, for or on account of any loss or damage to life, limb or property sustained as a result of or in connection with any such use of any of the common facilities. Each unit owner shall hold the Association harmless from any and all liabilities and any action of whatsoever nature by any tenants, guests, invitees or licensees of such unit owner growing out of the use of the common facilities, except where such loss, injury or damage can be clearly proved to have resulted from and been proximately caused by the direct negligence of the Association or its agents, or employees in the operation, care or maintenance of such facilities.

b. Party Rooms - For special rules governing the private use of a Party Room. (see Rule 59).

41. Any damage to the building, or other common elements or equipment caused by a unit owner or such unit owner's pet shall be repaired at the expense of the unit owner.

Moving

42. Move-ins and move-outs are restricted to the hours between 8:00 a.m. and 4:30p.m., Monday through Friday, excluding holidays. No move-in or out of any unit may be made until a written approval for that purpose is obtained from the Property Manager. A fee will be imposed for all move-ins. All fees must be paid prior to issuance of the move-in approval. Each unit owner is responsible for the proper removal of trash, debris, crating or boxes relating to that unit owner's move-in or move-out.

Assessments

43. All charges and assessments imposed by the Association are due and payable on the first day of each month, unless otherwise specified. Payment shall be made by mail in the envelopes provided with the payment vouchers by check or money order payable to the Leisure World of Maryland Corporation or by automatic transfer of funds by interbank electronic funds. A charge for late payment will be assessed as provided in the Bylaws.

44. In addition to all other rights which the Board of Directors has for non-payment of assessments, (as detailed in Section 9.2 of the Bylaws pertaining to liens for assessments) the Board of Directors shall have the right to bar the use by a unit owner of any social facilities for failure to pay any assessments or fees due as provided for in the Bylaws of the Condominium.

General

45. All radio, television or other electrical equipment of any kind or nature installed or used in each unit shall fully comply with all rules, regulations, requirements or recommendations of the Board of Fire Underwriters and the public authorities having jurisdiction, and the unit owner alone shall be liable for any damage or injury caused by any radio, television or other electrical equipment in such unit.

46. Unit owners are cautioned against excessive use of soaps and other detergents in their appliances or plumbing apparatus which may cause overflow of suds in any unit or in any central waste disposal system. Detergents and soaps shall be used only pursuant to manufacturer's directions.

47. Unit doors opening into the corridors shall be kept closed at all times except when in use. Windows and enclosed patio or balcony doors should be kept closed during the air conditioning season while the air conditioning system is in use in order to prevent condensation from forming in the unit's cooling mechanism and causing damage to carpets and floors.

48. Sufficient carpeting or rugs and padding shall be maintained on a minimum of eighty percent of the floor surfaces (excluding kitchens, closets and bathrooms) in units located over other units to adequately reduce transmission of sound between units.

49. Additional washers, dryers and other major appliances may not be installed in a unit or storage area without the prior written approval of the Covenants Committee (in accordance with Section 5.8 (a) (10) of the Bylaws). However, replacement of existing major appliances with comparable equipment is permitted.

50. Planting of Flowers and Shrubs on Common Property:

General

a. Common element ground areas adjacent to ground level patios may be furnished with flowers and shrubs donated to the Condominium by unit owners. Planting shall be in compliance with Condominium Bylaws, Rules and Regulations, and within the following restrictions:

- (1) Planting shall be by the Association at the unit owner's expense, shall not extend more than four feet from the edge of the patio, and shall not extend on to the common element ground adjacent to neighboring apartments. Planting in any other area without written consent by the Board of Directors is prohibited.
- (2) To receive permission to plant, the unit owner must present a "Planting Plan" to the Covenants Committee for approval. Planting shall not begin before approval by the Covenants Committee.

Types Of Plants

- b. Plants shall be limited to flowers and shrubs. Trees, vines, hedges in fence-like arrangements, and ground cover shall not be planted.
- c. Flowers may be herbaceous plants and bulbs, or annuals. Plants, whether flower or shrub, shall be not more than four feet tall, and shall not obstruct the view from neighboring apartments.
- d. Plants having creeping roots, which may spread to adjacent ground areas, shall not be used. Plants having deep roots shall not be planted over substructure.
- e. Plants shall be selected for their aesthetic attributes and compatibility with overall landscape plans.

Drainage

- f. Where soil is removed for planting, the soil shall be replaced in a manner that permits water to drain away from the building.

Borders

- g. If a border or edging is used, the border must be edged.

Maintenance

- h. Maintenance including watering, fertilizing, weeding, spraying, pruning, raking leaves, and the removal of trash, etc. and will be performed by The Fairways South Condominium Unit Owners Association.

51. Solicitors are not permitted. If any unit owner is contacted by a solicitor on the property, the Association Office must be notified immediately. Notices, advertisements or other solicitations may not be distributed door to door or displayed on the common elements without prior authorization from the Association Office or Board of Directors.

52. All persons shall be properly attired when appearing in any common area of the condominium. Inappropriate attire includes, but is not limited to bathing suits, pajamas, bathrobes, etc.

53. Any resident responsible for any damage to one or more units in the building, due to negligence, will be held responsible for the insurance deductible amount.

54. Complaints regarding the management of the Condominium or regarding actions of other unit owners shall be made in writing to the Property Manager or the Board of Directors. No unit owner shall direct, supervise or in any manner attempt to assert control over or request favors of any employee of the Managing Agent or the Unit Owners Association.

55. At least eighty percent of the units in this Condominium must be occupied by at least one person age 55 years of age or older. No other resident of the unit may be under the age of 50 years, except as follows:

- (1) a person under the age of 18 years may reside in the unit, but not for an aggregate of more than 30 days in any calendar year;
- (2) any other person under the age of 50 years may reside in the unit, but not for an aggregate of more than 90 days in any calendar year; and
- (3) a disabled relative of a resident of the unit, if such resident is 50 years of age or older, may reside with such resident in the unit.

Gifts to the Association by Unit Owners

56. A gift is defined as any kind of contribution or donation by a unit owner to the Condominium Association of Fairways South at Leisure World. A proposed gift shall meet the following criteria to be considered for acceptance:

- a. The proposal for making a gift shall be in writing. The donor shall be precise as to the nature of the gift which is being offered.
- b. The donor agrees to release all rights, title and interest in the gifts offered when the offer is accepted.

- c. The donor agrees to be bound by and to comply with all provisions of the Condominium Association Bylaws and Rules and Regulations and by all Resolutions of the Board of Directors.
- d. The Association will retain full authority over the installation involved with acceptance of any gift. The donor shall agree to accept full responsibility for all costs which are involved in the initial installation.
- e. Any gift to the Condominium Association which may affect any of the common elements of the Association must comply with the provisions of the Board of Directors Policy Resolution No. 7 (Architectural Design Review Procedures and Guidelines).
- f. Acceptance of a gift will be formalized by a written approval to the donor from the Board of Directors or Covenants Committee.

Additions or Alterations to Unit Doors

57. No unit owner shall paint or alter the exterior of a unit door without the written consent of the Board of Directors or Covenants Committee. However, door knockers, door decorations, electric chime push buttons and religious symbols which are in keeping with the scale of the door and match the color of other hardware on the door may be permitted. Any controversial decoration that is brought to the attention of the Property Manager will then need written approval by the Covenants Committee.

Specifications

Door Knockers. Permission will be approved in special cases involving the hearing impaired.

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|--------|---|
| Size: | Limited to 6" high x 4" wide x 1" thick. |
| Type: | Standard plain brass knocker. |
| Color: | To match the color of other hardware on the door. |

Electronic Chime Push Button. Permission will be approved in special cases involving the hearing impaired. Size type and color: similar to or matching the existing push button on the door.

Religious Symbols. Religious symbols on the door frames are permitted as long as the size is limited to 4" and the color is consistent with other hardware on the door.

Written approval must be obtained from the Covenants Committee before any addition or alteration is made to the exterior of the unit door except that religious symbols conforming to the above specification do not require approval of the Covenants Committee.

Should the unit be offered for sale, the unit owner will be required to restore the door and/or the doorframe to its original condition at his or her expense.

When painting of the door or doorframe is scheduled, the unit owner will be responsible for removing the door knocker, electronic chime push button, and religious symbol which he or she installed.

Private Use of the Party Rooms

58. The following Rules and Regulations are adopted covering the private use of the Party Rooms

1. RESERVATIONS

A. These rules and regulations concern the "Private Use" of the party rooms by residents of the condominium and do not apply to use by the Association, its Board of Directors, councils, committees, or management. For purpose of this rule the term "private use" shall be defined as use for any and all purposes other than by the Board of Directors, its established councils and committees, management, or clubs and activities recognized by the Board. (See item "G" next page)

B. The maximum allowable occupancy of a party room is one hundred (100) persons.

C. A resident who wishes to use the facility may obtain a request form at the Association Office. The form must be completed and returned to the Association Office for approval at least ten (10) working days before the date the resident wishes to use the party room. Reservations will be approved if the request form is approved and the owner of the unit is current in condominium assessment payments, the facility is available at the time requested, the use to which the facility is to be put is appropriate, and the fee has been paid.

D. Party rooms may not be used for any type of gambling, fund raising or commercial purposes, except for Association sponsored activities.

E. Party room reservations cover the use of the party rooms and their contents. Reservations do not include the use of any additional Association furniture or equipment.

F. Party room reservations must be accompanied by a non-refundable one hundred (\$100) maintenance fee plus a one hundred dollar (\$100) deposit that will be refunded after the room is inspected and found in satisfactory condition and additional charges, if any, are satisfied.

G. A club or organization composed exclusively of residents may have use of the party room without charge provided that it:

1. Is recognized by the Board of Directors as an organization whose purpose and activities will have a beneficial effect on the quality of life of the residents in the Condominium.
2. Observes all the rules for use of the party room.
3. Cooperates with Management when higher priority activities necessitate changes in scheduling.

2. RULES AND REGULATIONS

A. Prior to the event the resident reserving the facility must:

1. Advise gate of expected guests.

2. Monitor entrance door during the arrival of their guests.
3. Assure that any decorations installed use the hooks provided at the juncture of ceiling and wall. No tacks, nails, or tape is to be applied to walls or ceiling.

B. During the event the resident must:

1. Be present at all times ensuring that users of the party room abide by all applicable laws and ordinances, the condominium instruments and the rules and regulations.
2. Assume responsibility for injury or damage to persons or property arising from use of the facility and all actions of their guests. The Association assumes no liability arising from private use of the party room.
3. Assure that sound levels are kept at a level that will not disturb other residents.
4. Make certain that guests confine their activities to the party room and do not wander about the Condominium.
5. Supervise the use of kitchen facilities.
6. Ensure that the party room is vacated by midnight (12:00 a.m.) unless a later hour is approved by the Board of Directors.
7. Turn off lights and appliances before leaving.

C. After the event, the resident who reserved the party room is responsible for:

1. Cleaning, including cleaning of appliances, if used.
2. Damages and clean-up costs, if any.
3. Assuring all decorations are removed.

3. PRIORITIES FOR USE

The party rooms shall be available for use according to the following priorities:

- A. Official Activities of the Board of Directors.
- B. Educational and recreational meetings scheduled by the Activities Committee approved by the Board of Directors.
- C. Regular scheduled meetings or activities of groups of residents which have been recommended by the Activities Committee and approved by the Board of Directors.
- D. Private parties - In the event of a memorial activity upon the death of a resident, the

Property Manager shall use discretion in overriding use of the Party Room. No rental fee will be charged for the memorial service.

E. Residents only.

Feeding Wild Animals

59. The Montgomery County Department of Parks Ordinance regarding the feeding of geese, deer and other wildlife is in effect and enforceable in Leisure World. Providing food in any form, bird feed and seed grain of any type, is forbidden on the Mutual 17A grounds. Violators may be subject to a fine up to \$100 as determined by the Board of Directors of the Fairways South.

Building Access

60. Non-Residents and other individuals (including, but not limited to care givers) who have been given building master keys and/or key fobs must be registered with the Association Office, to include unit number, name, relationship, personal phone number and the serial number of any key fob given to them, as well as the make, model and license plate of any vehicle they park on Mutual property. Residents MUST notify the Association Office in writing if the individual(s) should no longer have access to the building. Failure to register may result in deactivation of the key fob, and in egregious cases other appropriate action, including, but not limited to issuance of a "no trespass order".

Smoking and Oxygen Use

61. "Smoking" as used in these Rules and Regulations shall mean and include any lighted cigarette, cigar, pipe, or other tobacco or smoking product or paraphernalia.

62. Smoking is not permitted in any common areas of the building, including lobbies, hallways, elevators, stairwells, garages, loading docks, basements, storage rooms, restrooms, and party room.

63. Smoking is not permitted within 25 feet of the building.

64. Smoking is permitted in units, including limited common element balconies, provided such smoking does not cause smoke or smoke odors to enter into other units, hallways, or other interior common elements.

65. To prevent smoke or smoke odors from passing to other units, hallways or other interior common elements when a unit owner, resident, guest, or visitor is smoking in a unit, all windows including balcony windows must be kept closed, and the unit's entrance door kept closed except for necessary entrance or egress.

66. If the above measures are not sufficient to contain the smoke or smoke odors within the unit, the unit owner or resident will be asked to take additional measures, at the unit owner's/resident's expense. These measures include, but are not limited to, purchasing and using air filters, air purifiers or other smoke or smoke odor suppressing devices as may be needed.

67. If smoke or smoke odors from a unit creates an unreasonable disturbance, nuisance or annoyance to other residents after the steps described in paragraphs d. and e. above, have been taken, or if the resident of the unit in which the smoke originates has failed or refused to take such steps after written notice from the Board of Directors or Covenants Committee, any further smoking in the unit shall be considered an offensive use of the Property, in violation of the Fairways South Bylaws. If such smoking does not cease, permanently, after written notice of such Bylaw violation has been given to the unit owner, the Board of Directors may levy fines for such continuing violation after a further written notice and a hearing, as required by the

Maryland Condominium Act, and may take such other enforcement action as may be authorized for violations of the Bylaws, including without limitation, legal action.

68. **Oxygen** - Smoking is not permitted in any unit if an oxygen tank or oxygen concentrator is present anywhere in the unit. Residents who use oxygen must notify the Association Office and sign an Oxygen Use Responsibility Statement indicating they have received and are following the safety precautions and instructions for handling and storage provided by the oxygen supplier. A notice of **Oxygen In Use** must be posted on the entrance of the unit.

69. **Caregivers**

Any caregiver, part-time or full time, hired by or for a Fairways South resident, must be registered with the Fairways South Property Manager, using the attached form, within two weeks of his/her employment.

The caretaker, accompanied by the resident or employer, shall complete a training session with the Property Manager covering such information as these Rules and Regulations set forth, particularly rules concerning the trash room, garage and parking areas, and other common areas, and smoking rules.

Caregivers shall update information and attend a refresher session with the Property Manager on an annual basis.

**THE FAIRWAYS SOUTH AT LEISURE WORLD
CONDOMINIUM UNIT OWNERS ASSOCIATION**

REQUEST FOR THE USE OF THE PARTY ROOM

This form must be received by the Association Office, at least ten (10) working days prior to the date the resident wishes to reserve the Party Room.

NAME _____ DATE OF EVENT _____ UNIT# _____
PHONE # _____ TIME DESIRED _____ NUMBER OF PERSONS IN PARTY _____
ACTIVITY PLANNED _____

- _____ I hereby request the use of the Party Room. I have read and am familiar with the provisions of Policy Resolution No.13, regarding use of the Party Room. I agree to abide by Policy Resolution No.13 and all other rules and regulations of the Association and to ensure that my guests and invitees abide by such rules and regulations.
- _____ I hereby agree to indemnify, defend and forever hold harmless the Leisure World of Maryland Corporation, the Mutual and it's members, directors, officers, board and committee members, employees and agents, against any and all suits, other causes of action or claims for damages of any type, kind or nature, directly or indirectly, caused by or arising from the use of the Party Room by myself and/or my guests.
- _____ I acknowledge and fully understand that all claims and damages resulting from my use of the Party Room will be assessed against my Unit pursuant to Article 9, Section 9.1 (a) of the Bylaws if not paid within thirty (30) days after receipt of a bill for the same.

NO SMOKING IN THE PARTY ROOM, LOBBY OR HALLS OF HE BUILDING BY YOU OR YOUR GUESTS.

IMPORTANT

- _____ ALL CATERERS ARE TO BE NOTIFIED THAT ALL FOOD IS TO BE BROUGHT INTO THE PARTY ROOM THROUGH THE LOADING DOCK AND THAT THEY ARE TO USE THE FREIGHT ELEVATOR. ALSO, UNDER NO CONDITION IS THE FRONT DOOR TO BE PROPPED OPEN. GUESTS ARE TO USE THE NUMBER 298 WHICH CONNECTS TO THE PHONE IN THE KITCHEN. CHILDREN ARE NOT TO PLAY WITH THE AUTOMATIC SLIDING FRONT DOOR. GUESTS, INCLUDING CHILDREN, ARE RESTRICTED TO THE PARTY ROOM AND NOT PERMITTED TO LOITER IN THE LOBBY FOR ANY REASON. ALL FOOD AND BEVERAGE IS TO BE KEPT IN THE PARTY ROOM AREA.

SIGNATURE OF UNIT OWNER/RESIDENT _____

APPROVED BY PROPERTY MANAGER _____

FEE PAID \$ _____ CHECK # _____

DEPOSIT PAID \$ _____ CHECK# _____

DEPOSIT RETURNED ON _____

SIGNATURE OF UNIT OWNER _____
(That check was returned. Or if returned by mail date mailed _____)

**THE FAIRWAYS SOUTH - MUTUAL 17A
PARTY ROOM #5 INSPECTION LIST**

Date rented _____ 200__

I/We _____ at 3330 N. Leisure World Blvd., Unit # _____ hereby agree that I/we have pre-inspected this Party Room on _____ 200__ at _____ o'clock and have found the party room, kitchen, bathrooms, trash room and hall to be clean and satisfactory condition, except for (see comments).

| | Before Party | After Party | Comments |
|------------------------------|--------------|-------------|----------|
| Party Room | | | |
| Carpet | | | |
| Furniture | | | |
| Parquet floor | | | |
| Walls | | | |
| Fixtures, lamps | | | |
| Decorations, pictures | | | |
| | | | |
| <u>Kitchen</u> | | | |
| Counter tops | | | |
| Sink | | | |
| Garbage disposal | | | |
| Cabinets | | | |
| Stove | | | |
| Oven | | | |
| Microwave | | | |
| Refrigerator | | | |
| Walls | | | |
| Floor | | | |

| | Before Party | After Party | Comments |
|--------------------------|--------------|-------------|----------|
| <u>Bathrooms</u> | | | |
| Vanity/sink | | | |
| Mirror | | | |
| Toilet | | | |
| Walls | | | |
| Floor | | | |
| | | | |
| <u>Trash Room</u> | | | |
| Chute | | | |
| Floor | | | |
| Walls | | | |
| | | | |
| <u>Halls</u> | | | |
| Walls | | | |
| Floor | | | |
| Doors | | | |

I/We _____, and _____
Unit Owner(s) Management/Director/Committee

have done a final inspection of the Party Room at _____ o'clock on _____
and have found the Party Room to be in satisfactory/unsatisfactory condition (circle one).

REMINDERS FOR USE OF THE PARTY ROOM:

_____ **NO PLAYING IN LOBBY**

_____ **NO EATING IN LOBBY**

_____ **NO PLAYING WITH SLIDING INNER DOOR -
YOU WILL BE RESPONSIBLE FOR THE
COST OF THE REPAIR IF BROKEN OR IF
THE DOOR BECOMES OFF TRACK AND THE
ENGINEER IS CALLED IN TO RESET**

_____ **NO ITEMS OF ANY KIND ARE TO BE
REMOVED FROM THE PARTY ROOM BY THE
FRONT DOOR - ITEMS ARE TO BE
REMOVED BY USING FREIGHT ELEVATOR
AND LOADING DOCK**

