

Castle Harbour Condominium Association

Rules and Regulations

1. Parking Rules

- a. The sidewalks, paths, driveways and other areas for the use of getting to and from parking spaces, Units and/or recreation facilities shall not be obstructed or used for any purpose other than ingress to and egress from the parking spaces, Units and/or recreational facilities.
- b. No vehicle may block access to any trash removal containers.
- c. Double parking is not permitted except in case of emergency and no vehicle may be parked against any curbs painted yellow.
- d. Vehicles may not be parked or driven on lawns or sidewalks or any other surface not designated for that purpose. **Any cost associated with damage caused to any surface will be the responsibility of the unit owner whom the damage originated.**
- e. Unit owners, occupants and their guests will obey all parking regulations posted at the parking area and all other traffic regulations.
- f. All vehicles over one (1) ton, and are more than one (1) space long (18 feet) or wider than 6 feet 6 inches, must be parked against the fence, in the designated truck parking areas across from buildings #1111 and #1119 from 6:00 PM to 6:00 AM Monday thru Friday and all day on Saturday, Sunday and Holidays. No part of any vehicle may extend over the sidewalk or past the white line, including but not limited to trailer hitches.
- g. Parking violations will result in subject vehicle being towed at owner's expense.
- h. No recreational vehicles, boats, trailers, camping trailers, trucks or vehicles other than passenger cars may be parked in an area that is not designated for that purpose
- i. Designated handicap spots are restricted to vehicles displaying proper stickers and or tags. Violators will be towed at owner's expense. Handicap spots are for Residents Only.

2. Automobiles

- a. All vehicles must be operational at all times while on Castle Harbour Property based on Maryland State Inspection Standards.
- b. The only vehicle repairs that are permitted on Castle Harbour Property are small emergency repairs that can be completed within the same day. All debris must be cleaned up. Changing oil is not permitted.
- c. All vehicles parked within Castle Harbour shall be required to display a valid state registration plate(s). All vehicles displaying registration more than five (5) days past expiration will be towed at owner's expense.
- d. Out of State vehicle owners must comply with Maryland State Law for registration of their vehicles.
- e. All residents must obtain and affix parking stickers to the lower left (driver side) hand side of the front windshield. Vehicles not displaying sticker may be towed at owner's expense. Stickers may be picked up at monthly Board of

Directors meetings or contacting the management company to make arrangements for pickup.

3. Pet Responsibilities

- a. Small pets as referred to in the By-Laws will be defined as an animal that complies with all Anne Arundel County and Maryland State laws. It is the animal owner's responsibility to keep animal from urinating on bushes and to clean up droppings immediately (day or night). Pets are to be walked only in permitted areas. (The fencing along Rte-10)
- b. All pets must be leashed when outside per the Maryland State Leash Law and the By Laws.
- c. Pets may not be tied or anchored to common or limited common grounds.
- d. Pets may not be left on deck/patio unattended and may not use the balconies to defecate or urinate on balconies or hallway.
- e. Pets may not disturb surrounding neighbors.
- f. Pets must be registered with Pinnacle Properties and owners must purchase a dog tag for each dog.
- g. Should any resident be in violation of the above pet responsibilities, including failure to pick up after pets and leaving pets on balconies or patios, the Board of Directors reserves the right to automatically fine the unit owner \$100.00 per occurrence per day.

Note: Feeding of Animals

Any kind of animal, domestic or wild, including birds may not be fed on Common or Limited Common Element, including and not limited to grass area, patios and decks, at any time.

4. Common Grounds

- a. The common areas shall not be used for the storage or placement of furniture or any other article, including, but not limited to plants, boxes, shopping carts, etc.
- b. Use of common ground by residents is permitted, subject to the following:
- c. Used during daylight hours only.
- d. Residents using the common area remove all trash or debris that was generated while using area.
- e. No accessories will be used that may damage the ground.
- f. The common area of the complex is here for the entire community to use. Please keep in mind that we all own this area and it is our responsibility to keep it clean of debris and trash. No accessories will be used that may damage the ground.

5. Grills and Picnic Tables

- a. Fire Marshall Regulation prohibits the use of barbeque grills with an open flame on patios or balconies.
- b. Grills must be at least 15 feet away from the building when they are being used and users are responsible for cleanup of the grill area.

- c. Electric grills may be used on patios and balconies. Fire marshals do inspect frequently looking for gas or charcoal grills. If found there is a \$ 1000.00 county fine per owner in violation.
- d. Picnic tables are only permitted in areas designated by the Board of Directors and any unauthorized picnic tables will be removed at owner's expense.

6. Firewood Storage

- a. Firewood must be stored on a storage rack constructed of metal or pressure treated wood. If it is constructed of pressure treated wood, a certificate to that fact must be provided to the management company prior to its installation.
- b. Firewood must be stored at least (6) inches from the building and (6) inches off of the ground at all times to prevent termite infestation.
- c. If firewood is kept from one burning season to the next, April 1st to September 30th, it must be kept covered to prevent from getting wet and it must be inspected for termites. Each Unit may have no more than one quarter (1/4) cord of wood on deck/patio at any time.

7. Signs

- a. Except for professional use permitted by the Board of Directors, No Signs of any kind are allowed to be placed inside or outside of the building. This also includes the use of any type of Real Estate Signs. In the event the Board of Directors gives its consent to the professional use of a unit, a suitable sign may be displayed upon the written consent of the Board of Directors; or when required by law.
- b. No awnings or window guards shall be used except as shall be put up or approved by the Board of Directors.
- c. Once a unit is notified of the violation, there will be a ten (10) day grace period before the Board of Director or its agents may remove the sign.

8. Outside Water Usage and Other Utilities

- a. Washing vehicles using Association water/utilities is strictly prohibited.
- b. Water and other common utilities shall not be used or left running for unreasonable or unnecessary lengths of time.
- c. Auto-shut off nozzles are required when using hoses. After the outside water has been turned off for the winter months, no Unit owner, occupant, or guest may tamper or allow another person to tamper with the outside water. Should the outside faucet freeze and/or cause damage to a units the source of damage will be the responsibility of the unit owner.
- d. No one shall interfere in any manner with the heating, cooling, hot water, lighting or similar apparatus in or about the buildings or common areas.
- e. The toilets and other water, plumbing and disposal apparatus shall not be used for any purpose other than that for which they were constructed. No sweeping, rubbish, rags, newspapers, ashes or other substances shall be thrown therein. Any damage to the property of others including the common areas, resulting from the breakage, misuse or neglect of any heating, cooling, water or electrical apparatus or facility shall be paid for by the owner of the Unit who caused the damage.

9. Littering and Hanging Objects

- a. Nothing shall be thrown or emptied out of the windows, patios or doors of any Unit or thrown or emptied in the common area, nor shall anything be hung from outside the windows or on the patios or placed on the outside windowsills of any Unit.
- b. No rugs shall be beaten on the common areas, nor dust, rubbish, or litter swept from the Unit or any other room thereof onto any of the common areas. Unit owners and occupants must deposit all rubbish or litter in the designated enclosed areas and receptacles provided for such purpose. Please place all cigarette butts in the trash.
- c. Unit owners will faithfully observe the procedures established by the Board of Directors with respect to the disposal of garbage, rubbish and refuse.

10. Loud Noises

- a. No Unit owner or occupant shall make or permit to be made any disturbing noise in the common areas or in the Units; nor permit anything to be done as would interfere with the rights, comfort or convenience of other Unit owners or occupant.
- b. No Unit owner shall permit the blowing of any horn, car alarm, etc. except as may be necessary for the safe operation of the vehicle.
- c. **Note: Please Observe Quiet Hours Between 10:00 PM and 8:00 AM.**
 - i. Keep TVs and Music at a reasonable volume
 - ii. Refrain from doing "noisy" chores — Vacuums, Dishwashers & Washing Machines can be particularly loud to surrounding units
 - iii. Lower voices when on balconies and in hallway/lobby

Thank you for being respectful to your neighbors

11. Behavior and Damages

- a. The owners and occupants of the Units shall in general not act or fail to act in any manner which unreasonably interferes with the right, comfort and convenience of the other Unit owners or occupants.
- b. The Unit owners are fully responsible for any damage to the property of the Castle Harbour Condominium Association resulting from their own activities or the activities of their family, guests, tenants, etc.

12. Occupants and guests shall not bounce balls or other objects against the building.

13. Chimney Inspections

- a. At the request of the Board of Directors, the Managing Agent or the Manager, all Unit owners will allow their chimney to be inspected. If following the inspection it is found that the chimney requires cleaning or repairs, the Unit owner will have the work completed in a timely manner and provide the Managing Agent with a certificate of completion. Chimney's must be cleaned and inspected every three years.

14. Dryer Vent Cleaning

- a. At the request of the Board of Directors, the Managing Agent or the Manager, all Unit owners will have their dryer vents cleaned. If following the inspection it is

found that it requires repairs, the Unit owner will have the work completed in a timely manner and provide the Managing Agent with a certificate of completion. Dryer Vents must be cleaned every three years.

15. Limited Common Area

- a. Unit owners are responsible for the limited common area, (Decks, Patios, and Sidewalks) designated for their use. This includes proper repair and maintenance and the expense of such.

16. Insurance

- a. **Unit owners are required to maintain homeowners insurance at all times. A copy of such insurance must be on file with the management's office and Castle Harbour Condominium Association, Inc. needs to be listed as additional assured. All rented units must also provide Castle Harbour with a copy of a tenant's policy listing the owner of the unit as additionally insured. It is recommended that the Limits of Liability be at least \$300,000.00. Additional Information Below under 2009 change notes.**

17. Damages

- a. Any damage caused to any unit will be the responsibility of the homeowner of which the damage originated. Castle Harbour is not responsible for any damage inside a unit, unless the cause is from the exterior of the building or a main water line. The Board of Directors reserves the right to decide whether a claim will be filed on the master policy and must first determine the cause of damage. Additional Information Below.

Note: The main cause for water damage in condominium units is backups in the A/C condensation line attached to the furnace and leaks/breaks in water heaters. Please make sure you check your water heater frequently and clean your condensation lines monthly during the summer months while using you're A/C

18. Units

- a. No portion of the Unit other than the entire unit may be leased. Upon the execution of a lease, a copy must be forwarded to the managing Agent along with contact information for the tenants. The Unit is to be used for housing except for a portion that may be used for an office or studio. Nothing may be done that may jeopardize the insurance of the Condominium or that may affect the rates of that insurance.
- b. No alterations to the construction of the condominium are permitted without permission from the Board of Directors.
- c. No antenna is permitted without the consent of the Board of Directors

19. Architectural Changes

- a. Any changes made to the exterior of the building, including new windows, doors, balcony repairs/replacements and any other exterior changes, must have the prior approval of the Board of Directors on an Architectural Change Request Form supplied by the management company. If approval is not obtained, the Board of Directors reserves the right to fine the unit owner. In addition, the Board of Directors also reserves the right to require any homeowner to make necessary changes to meet the specifications of Castle Harbour Condominium Association.

20. Building Exteriors

- a. No objects of any kind are allowed to be affixed to any area of the siding or soffit. Any damage and cost of repair will be the homeowner's responsibility.

21. Mailboxes

- a. It is required by the Post Office that all mailboxes must have resident's names on the boxes. This must be done immediately or the Post Office will not deliver your mail. Should something happen to the lock on your mail box, the post office must be contacted to make the repair. Owners are responsible for the cost of door repairs to mailboxes.

22. Fines

- a. The Board of Directors, upon written notification to the owner of a Unit in violation of a section of the Declaration, By-Laws, or Rules and Regulations may assess a fine of not more than One Hundred Dollars (\$100.00) for each violation, per occurrence, if said violations are not corrected within ten (10) days of the written notice. The fine, if imposed in writing and not paid by the Unit owner, shall become a lien on said Unit

23. Pool Rules

- a. No alcoholic beverages, glass containers, food or animals permitted in the pool area. Music boxes of any type must have headphones.
- b. Non-swimmers must be accompanied by an adult and are only allowed to wear a coast guard approve lifesaving preventative apparatus, i.e. vests, etc.
- c. Guest must be accompanied by a member and children under fourteen (14) must be accompanied by an adult. The member must accompany their guest at all times.
- d. Children 14-18 may swim alone if qualified by the lifeguard.
- e. No Diapers in pool — County Health Regulation.
- f. Showers must be taken before entering pool.
- g. No running, rough playing or diving.
- h. Passes are required at entrance.
- i. All residents must sign the in/out log.
- j. Hours will be posted at the pool. Pool passes will be required.

24. Pavilion Rules

- a. No glass containers.
- b. Grill and tables for resident's use only.

- c. All parties using pavilion must clean up area when finished.
- d. Charcoal fires only and only when an adult is present.
- e. All ashes must be disposed of in proper container.
- f. Use of the Pavilion for parties must be scheduled with the management agent. A Release of Liability must be on file with management agent prior to use.

25. Association Dues

- a. The Castle Harbour Condominium Association Dues are payable on the 1st of each month and will be considered late if not received by the 15th. A late fee of 10% will be assessed to each month that has not been paid by the 15th. Failure to pay Association Dues for more than 2 months without written consent of the board will result in legal action taken against the unit owner and possible liens placed on said property.

26. Routine Maintenance — PLEASE BE AWARE

- a. **Condensation Lines are required to be kept clean at all times. Any damage that is caused by the condensation lines leaking into ones property or anyone else's property will be the responsibility of the owner whom is at fault.**
- b. **Furnace filters must be kept clean. This keeps the furnace from laboring.**
- c. **Dryer filters should be cleaned inside the actual dryer after each use. If you are not sure where your dryer filter is located, please ask someone to help you. This can cause a serious fire if not kept clean.**
- d. **Cleaning of dryer vents must be done every three years. Proof of inside cleaning must be turned into the office to prevent your account from being fined.**
- e. **Chimneys must be inspected every three years. Proof of inspection must be turned into the office to prevent being fined.**
- f. **Use caution when turning off water to your unit. It is important to first turn off the electricity to the hot water tank prior to turning off the water to the unit. This prevents the water heater from burning up.**
- g. **Clean vent under range hood/microwave frequently. Grease buildup can cause a fire.**
- h. **Outside water faucets must remain off during the winter months. Please remove the hose and leave the valve open after the water has been shut off to avoid freezing pipes.**
- i. **Should you have a leak in your unit, please check to be sure that it is not coming from your own unit first. Check all sinks, toilets, hot water tank, condensation line and ice maker lines. Any damaged caused will be the responsibility of the unit owner. Notify the management company of the leak.**

Amended 12/03/2010

2009 Insurance Changes Notes: The deductible on the Master Policy Insurance is \$5,000.00. It is imperative that your personal policy allows for the payment of the Master Policy deductible should a claim be submitted and found to be your responsibility. Per the Rules and Regulations of Castle Harbour Condominium Association, **you are required to supply the association with a copy of your certificate of insurance.** This certificate must indicate that you have liability coverage, personal property coverage and coverage for any upgrades to your unit.

Just a reminder, any damage caused to any unit will be the responsibility of the homeowner of which the damage originated. Castle Harbour Assoc. is not responsible for the first \$5000.00 of damage inside a unit, unless the cause has been determined to be from the exterior of the building or a main water line. The Board of Directors reserves the right to determine the cause and origination of an alleged claim to the master policy. The master policy will not replace your personal property in the event of a loss. Below is the Ruling from June 1, 2009 in the MD Condominium Act on Insurance Deductibles.

***HB287/SB201: Condominium Master Policy Insurance.** This legislation provides that condominium master policy insurance policies must cover both general common elements and limited common elements in units. Up to \$5000 of the deductible will be the responsibility of the unit owner where the damage originated. Each unit owner must be informed in writing each year as to the amount of the deductible. This took effect June 1, 2009.*

This law supersedes anything in existing documents and there is no need to update governing documents.