

OAKLEAF VILLAS CONDOMINIUM ASSOCIATION

RULES AND REGULATIONS

I. UNITS

1. Units are to be used only for private residential purposes except as may be permitted by the Board of Directors (Article X Section A.)
- 2.a. No portion of a unit may be rented for less than 30 days without written consent of the Board of Directors.
- b. The unit owner is responsible for filing a copy of a lease with the Management Company and the Board of Directors. Such lease shall specify the Rules and Regulations as relating to the unit and common elements. The unit owner is required to provide the lessee with a copy of said Rules and Regulations. This is retroactive and pertains to all currently leased units. (Article X Section 2)
- 3.a. Property shall be used for housing except as a professional office upon request and consent of the Board of Directors. (Article X Section 3A)
- b. No unlawful use shall be made of any unit, any portion of a unit or the common elements. (Article X Section 3H)
- c. Residents shall not make or permit any loud, disturbing noises in or about his/her unit or permit this by his/her family, guest, employees or pets between the hours of 11:00 PM and 8:00 AM.
- d. Hallways and stairs are restricted to travel to and from individuals units only.
- e. No noxious or offensive trade or activity shall be carried on within any unit. (Article X Section 3B)
- f. Unit owners or lessee shall not obstruct any common areas. Nothing shall be stored in any common area except as may be designated by the Board of Directors. (Article X Section 3C)
- g. There shall be no modifications, alterations, additions to, or removal from any unit or common elements without prior written request and consent from the Board of Directors. (Article X Section 3 L&K)
- h. No signs of advertisements, posters, real estate signs or other informational material may be displayed upon any general or limited common elements including a unit's windows without prior written approval by the

Board of Directors. (Article X Section 3F)

- i. Inside window coverings shall be suitable per the discretion of the Board of Directors.

II. PARKING

1. No motor vehicle shall be parked or stored on or in any general or limited common element except for the parking spaces and/or storage areas provided for such purposes. This includes all designated fire lanes.
2. No recreational vehicle, camper, boat, trailer, commercial vehicle or inoperative vehicle of any kind shall be parked or stored on any parking area or other general or limited common elements. For the purposes hereof, an automobile shall be deemed inoperable unless it is properly licensed and contains all parts and equipment, including properly inflated tires, in such good condition and repair as may be necessary for it to be driven on a public highway. Violating vehicles may be towed away by direction of the Board of Directors at the owners expense. (Article X Section 3 I&J)
3. The parking area is to be kept clean of any spillage and any contaminants must be disposed of in an environmentally effective manner.
4. No vehicle repair requiring more than 48 hours for completion of said repair shall be conducted in any common area.

III. COMMON ELEMENTS

1. Owners/lessees shall keep their common elements orderly. Clothing, laundry or the like shall not be hung from any part of any unit, balcony or patio. (Article X Section 3 L&N)
2. Use of gas, propane or open flame grills within 15 feet of the buildings is prohibited. Reference AA County Condo Fire Law.
3. Firewood may be stored only in a metal rack designed specifically for this purpose. Reference: AA County Condo Fire Law.
4. The trash dumpsters are for residential use only. Trash of bulk size including, but not limited to, furniture, television sets, packing cartons, Christmas trees, etc. shall not be placed in or around the dumpster except in those areas which may be designated for such purpose from time to time by the Board of Directors.

5. The Board of Directors may have objectionable items removed from the limited common elements, without liability thereof, and charge the offending unit owner for any costs incurred in the process.
6. Use of bikes, skateboards, skates, etc. on the sidewalks and parking lots is limited to supervised use in the company of an adult.
7. The common entryways, lawns and landscaped areas, stairways, walkways and parking areas including parking stalls shall be used for ingress and egress only and children shall not be permitted to play therein or thereon.

IV. PETS

1. Unit owners may keep no more than three small orderly domestic pets as long as they are not used for breeding or commercial purposes.
2. Owners/lessees are responsible for cleaning up all animal waste made by their pets.
3. Adults must accompany all pets when in the common areas and such pets shall be carried or leashed.
4. Animals may not be tied or chained in any common areas.
5. Pets shall not continuously disturb or annoy the neighbors.

V. PENALTIES FOR VIOLATIONS

Residents or owners who violate any of the above Rules and Regulations shall be sent notice by the Management Company, the Board of Directors or a Rules committee appointed by the Board. If the resident or owner fails to respond to the written notification, and persists in repeating the violation, the resident or owner shall be summoned before the Board of Directors to explain his/her actions and to show cause why a fine should not be levied. The Board of Directors will decide whether a fine is appropriate and the amount of such fine.

Note: References are taken from the Bylaws of the Oakleaf Villas Garden Condominium. These Rules and Regulations are meant to supplement the Bylaws. Should there be an omission or conflict between these Rules and Regulations and the Bylaws, then such Bylaws will govern. These Rules and Regulations may be amended from time to time at the discretion of the Board of Directors.

levied pursuant to the Declaration or these By-Laws or the validity of any lien to secure the same.

No suit or other proceeding may be brought to foreclose the lien for any assessment levied pursuant to the Declaration or these By-Laws except after ten (10) days written notice by first class mail, mailed to the holder of the first mortgage on the Condominium Unit which is the subject matter of such suit or proceeding. For the purpose of this Section 7, a notice shall be deemed mailed when it is postmarked and not when it is received.

ARTICLE X Use Restrictions

Section 1. Residential Use. All Condominium Units shall be used for private residential purposes exclusively except for such non-residential uses as may be permitted by the Board of Directors, such as licensed home day care where deemed appropriate, the applicable zoning ordinance and recorded covenants and restrictions. Because of market conditions or for any other reason, the Declarant may lease in lieu of selling any Unit which it owns. Nothing in this Section, or herein elsewhere, shall be construed to prohibit the Declarant from the use of any Condominium Unit which Declarant owns for promotional display purposes as "model Units" or from leasing any Unit or Units which Declarant owns except that Declarant shall nevertheless be bound by the provisions of Section 2 of this Article.

Section 2. Leasing. No portion of a Unit (other than the entire Unit) may be rented, and no transient tenants may be accommodated therein. ~~Any Owner of any Condominium Unit who shall lease such Unit shall, promptly following the execution of any such lease, forward a conformed copy thereof to the Board of Directors.~~ Any such lease shall contain a provision to the effect that the rights of the tenant to use and occupy the Condominium Unit shall be subject to and subordinate in all respects to the provisions of the Declaration and these By-Laws and to such other reasonable rules and regulations relating to the use of the common elements or other "house rules", as the Board of Directors may from time to time promulgate. No Unit may be leased or rented for less than thirty (30) days. A copy of the Declaration and these By-Laws and any other "house rules" shall be retained in the leased Condominium Unit. The provisions of this Section shall not apply to any institutional mortgagee of any Condominium Unit who comes into possession of the Unit by reason of any remedies provided by law, in such mortgage, or as a result of a foreclosure or other judicial sale or as a result of any proceeding, arrangement, or deed in lieu of foreclosure.

Section 3. Prohibited Uses and Nuisances. Except for the activities of the Declarant and its agents in connection with the original construction of the Condominium, and except as may be reasonable and necessary in connection with the repair or reconstruction of any portion of the Condominium by the Corporation:

a. No part of the Property shall be used for other than housing and the related common purposes for which the Property was designed. Each Unit shall be used for residential purposes and for no other purpose, except that a Unit may be used as a professional office upon the written consent of the Board of Directors provided that such

use is consistent with all valid laws, zoning ordinances and regulations of all governmental agencies having jurisdiction in respect of the Property, and provided further, that as a condition for such consent each such Unit Owner agrees to pay and pays any increase in the rate of insurance for the Property which results from such professional use. Any Owner may use his Unit for home day care or he may use a portion of his Unit for an office or studio provided that the activities therein shall not interfere with the quiet enjoyment or comfort of any other Owner, and provided further that in no event shall any part of the Property be used as a school or music studio, and further provided that such uses are previously approved by the Board of Directors, and do not violate applicable zoning ordinances or other provisions of law. Any home day care provider shall notify the Board of Directors in writing a minimum of sixty (60) days before opening a family day care home in a Unit. The use of a Unit for home family day care may, at any time, be permitted or prohibited, (even if previously operating), by a simple majority of the total eligible voters of the Condominium at a special or annual meeting. The Board of Directors may regulate and charge appropriate fees for providers of home day care in Units in accordance with the provisions of Maryland law, as amended from time to time.

b. No noxious or offensive trade or activity shall be carried on within any Condominium Unit nor shall anything be done therein or thereon which may be or become an annoyance to the neighborhood or the other Owners. No nuisances shall be permitted within the Condominium, 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. By way of example and not limitation, examples or nuisances include loud music or noise; loud, frequent and late night parties; use of electrical equipment which interferes with normal television or radio reception.

c. There shall be no obstruction of any common elements. Nothing shall be stored upon any common elements excepting those areas designated for storage of personal property by the Owners of the Condominium Units, without the approval of the Board of Directors. Vehicular parking upon general common elements may be regulated by the Board of Directors. Parking spaces and bicycle storage upon the general common elements may be assigned by the Board of Directors for use by the Owners of particular Condominium Units.

d. Nothing shall be done or maintained in a Condominium Unit or upon any common elements which will increase the rate of insurance on any of the common elements, or result in the cancellation thereof, without the prior written approval of the Board of Directors. No waste shall be committed upon any common element.

e. No modifications, alteration, construction, addition or removal of any Condominium Unit or common elements shall be commenced or conducted except in strict accordance with the provisions of these By-Laws.

f. Except for uses permitted by the Declaration or these By-Laws, no industry, business, trade occupation or profession of any kind, commercial, religious, educational, or otherwise, designed for profit, altruism, exploration, or otherwise, shall be conducted, maintained, or permitted on any part of the Property. No Unit Owner may post any

advertisement, poster or sign of any kind on the exterior of his Unit or in the windows of his Unit, except (i) as permitted by the Board of Directors; (ii) 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 (iii) when required by law. The right is reserved by the Declarant or its agents to use any unsold Unit or Units for display purposes and to display "For Sale" or "For Rent" signs for unsold Units.

g. There shall be no violation 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 and promulgated among the membership by them in writing, and the Board of Directors.

h. No unlawful use shall be made of any Condominium Unit or any portion of the common elements and all laws, zoning and other ordinances, regulations of governmental and other municipal bodies and the like shall be observed at all times.

i. ~~No recreational vehicles, boats, boat trailers, camping trailers, trucks or motor vehicles of any kind~~ except passenger cars, passenger van-type vehicles, and other vehicles approved by a majority of the Board of Directors shall be parked or stored in or on any Condominium Units or common elements except in the area designated for such vehicles and/or boats by the Board of Directors, if any. Nothing herein shall be construed to prevent the Unit Owners from parking such vehicles at the Unit for purposes of servicing, loading or unloading and except as may be permitted by regulations adopted by the Board of Directors. In the event parking spaces are assigned to Unit Owners, visitors parking shall be restricted to those assigned spaces and violating vehicles may be towed away upon the direction of the Board of Directors, provided the Board of Directors is assigned the enforcement authority over parking areas.

j. No motorized vehicle may be used or maintained on the yard or sidewalks of any Unit and no unlicensed vehicles are allowed on the Property.

k. ~~No antennas,~~ except installed by the Declarant, that are visible from the exterior of any Unit may be erected or maintained except upon the written consent of the Board of Directors.

l. The limited common elements and all yards must be kept in an orderly condition so as not to detract from the neat appearance of the community. In this regard, no motorcycles, no mopeds or other motor driven vehicles may be parked on the patios, balconies, front entrance ways or the yards. The board of Directors, in its sole discretion, may determine whether or not limited common elements are orderly. If an owner shall fail to keep his limited common elements orderly, the Board of Directors may have any objectionable items removed from the limited common elements so as to restore its orderly appearance, without liability therefore, and charge the Unit owner for any costs incurred in the process.

m. 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 Unit or upon any common elements, except that this shall not prohibit the

keeping of a small, orderly house pet provided that it is not kept or maintained for commercial purposes or for breeding. Pets shall not be permitted upon the common elements except in those areas designated by the Board of Directors. All pets shall be accompanied by an adult and are to be carried or leashed. Any member who keeps or maintains any pet upon any portion of the Property shall be deemed to have indemnified and agreed to hold the Association, and each of its members 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 Property. The Board of Directors shall have the right to order any person whose pet is a nuisance, to remove such pet from the Property.

n. No structure of a temporary character, trailer, tent, shack, barn or other out-building shall be maintained upon any common element at any time. Outdoor clothes dryers or clothes lines shall not be maintained upon any common element at any time. No clothing, laundry or the like shall be hung from any port of any Unit or upon any of the common elements or from or upon any balcony or patio.

ARTICLE XI

Architectural Control

Section 1. Architectural Control Committee. Except for the original construction and except for purposes of proper maintenance and repair or as otherwise in these By-Laws provided, it shall be prohibited to install, erect, attach, apply, paste, hinge, screw, nail, build, alter, paint, remove or construct any lighting, screen, awnings, patio covers, decorations, fences, hedges, landscaping features, walls, aerials, antennas, radio or television broadcasting or receiving devices, slabs, sidewalks, curbs, gutters, patios, balconies, porches, driveways, walls, or to make any change or otherwise alter (including any alteration in color) in any manner whatsoever to the exterior of any Condominium Unit or upon any of the common elements within the project or to combine or otherwise join two or more condominium Units, or to partition the same after combination, or to remove or alter any windows or exterior doors or door or windows trim of any Unit, or to make any change or alteration within any Unit which will alter the structural integrity of the building or otherwise affect the property interest or welfare of any other Unit Owner, materially, increase the cost of operating or insuring the Condominium, or impair any easement, until the complete plans and specifications, showing the location, nature, shape, height, form of change (~~including, without limitation, any other information specified by the Board of Directors or its designated committee~~) shall have been submitted to and approved in writing as to safety, the effect of any such alterations on the cost of maintaining and insuring the Condominium and harmony of design, color and location in relation to surrounding structures and topography, by the Board of Directors of the Corporation, or by an architectural control Committee designated by it.

Section 2. Architectural Control Committee - Operation. The Architectural Control Committee shall be composed of three (3) or more natural persons designated from time to time by the Board of Directors of the Corporation and such persons shall serve at the pleasure of the Board of Directors. In the event the Board of Directors fails to appoint an Architectural Control Committee then the Board of Directors shall constitute the Committee. The affirmative vote of a majority of the members of the Architectural Control