

CROSS FOX CONDOMINIUM ASSOCIATION
SUMMARY OF RULES

STATEMENT OF INTENT

The intent of the enclosed Rules as updated December, 2005, is to provide Cross Fox residents with information necessary to enforce the provisions of the Cross Fox By-Laws, the Cross Fox Owner's Manual, Columbia Covenants, and existing law. The Rules are not intended to restrict the individual rights of any owner, rather to protect the right to peaceful enjoyment of the property while protecting every owner's investment.

The Cross Fox By-Laws document is the overall governing document. This document summarizes many of the policies defined in the By-Laws. If differences exist, the By-Laws document is the overriding document. The owners of Cross Fox are able to add, amend, or delete Rules per Article XIX of the Cross Fox By-Laws dated January 16, 1992.

While enforcement of the Cross Fox Rules is the responsibility of the Board of Directors, it is sincerely hoped that neighbors use the enforcement procedures detailed herein as a last resort. Certain conditions are part of condominium living, and residents need to accept that the privacy afforded owners of single-family dwellings cannot be replicated in this setting; at the same time, each individual is entitled to peaceful enjoyment of his or her home. In the spirit of fostering cooperation among neighbors, the Board of Directors urges members of our community to attempt to resolve disputes among themselves before filing a formal complaint. A certain degree of tolerance and neighborly consideration will help ensure that there is rarely a need to invoke the enforcement procedures explained herein.

The Board of Directors shall protect Cross Fox residents against complaints judged to be frivolous or in cases where it appears the Rules are being used for personal harassment.

TABLE OF CONTENTS

<u>Topic</u>	<u>Page</u>
Introduction	4
Other Relevant Documents	5
Rules Enforcement	6
Procedures for Rules Enforcement	7
General Rules	8
Other Restrictions and Policies.....	14

INTRODUCTION

The By-Laws remain the primary document governing Cross Fox, which means regulations appearing in the By-Laws retain the force of law even if they are not represented as specific rules in the Rules Document.

Unit owners have the right to request the establishment of new rules, or the deletion, re-wording, or change in category of existing rules (General to Major, or vice versa). Suggested additions or changes must be forwarded to the Board of Directors in writing.

Owners are responsible for the behavior of their tenants and/or guests. If a tenant or guest is found to have violated Cross Fox rules, it is the owner who is responsible for associated fines. It is suggested that all owners review Article X, Section 2 of the By-Laws with their tenants, and add appropriate language to leases for self-protection. It is also suggested that owners thoroughly review the Rules Document with their tenants to ensure complete understanding.

Other Relevant Documents

In addition to this document, the following documents are relevant to owners and tenants of Cross fox Condominiums:

- a) Cross Fox Condominium Association By-Laws**
- b) Cross Fox Master Deed**
- c) Cross Fox Condominium Association Owner's Guide**
- d) Correspondence from the Managing Agent**
- e) Cross Fox Condominium Association Email and Newsletters**
- f) Columbia Association Covenants**
- g) Maryland Condominium Act**
- h) Cross Fox Gas Sub-meters; Information and Care**

The documents above (with the exception of the Owner' Guide and the Gas Sub-meter document) are official governing documents. Where discrepancies exist between this document and the governing documents, the governing documents take precedence.

If you have any suggested changes or additions to this document, please submit them in writing to the Cross Fox Board of Directors in care of the Managing Agent.

RULES ENFORCEMENT

Fines for rules infractions will be consistent with the guidelines identified in the Maryland Condominium Act.

PROCEDURES FOR RULES ENFORCEMENT

- 1) If a resident or non-resident owner can document the violation of a specific rule, and wishes to pursue the issue, he/she is required to submit a formal WRITTEN AND SIGNED complaint to the Board Directors via the Managing Agent, citing dates and times. The Managing Agent may also cite a violation.**

- 2) The Board of Directors notifies the owner of record, and the current occupant in writing, that a complaint has been made. The owner has the right to address the issue with the Board of Directors, in the presence of the person who filed the complaint. If the Board of Directors determines an infraction did occur, a “Ten (10) Day Quit Notice” is mailed to the owner of record to correct the problem. This constitutes the warning associated with the first infraction.**

- 3) If a second or subsequent written and signed complaint against the same owner, citing the same rule, is received by the Managing Agent within three (3) years of the first infraction, the parties involved shall appear before the Board of Directors for a hearing. The person/Agent filing the second complaint does not have to be the same person/Agent who filed the first complaint. The accused party has the right to present a defense before the Board of Directors using procedures consistent with county, state and federal law.**

- 4) The Board of Directors determines whether or not a rule has been violated and whether or not a fine is to be levied against the owner. If a fine is assessed, the Board of Directors shall send notification via first-class mail to the owner of record. Fines that are unpaid are turned over to the Cross Fox attorney for collection, with legal fees and property liens added to the fine, if necessary.**

GENERAL RULES

Articles X and XI of the Cross Fox Condominium Association By-Laws define most of the rules for the association. Owners and tenants should familiarize themselves with that document. The following highlights some of those rules:

<u>Item</u>	<u>Disposition</u>	<u>By-Laws Reference</u>
Antennas/Aerials	Prohibited unless written consent is obtained from the Board.	See Article X (3) (k)
Architectural Changes – exterior to unit and interior that affect the structure of the unit	Prohibited unless written consent is obtained from the Board.	See Article XI
Bicycle Storage	Not permitted. Aisles must be kept clear as dictated by the Fire Department.	Fire Department Regulation
Common Element Use	Personal use generally prohibited when physical structures and commercial use is involved (except for one day yard sales).	See summary below and Article X (3) of By-Laws
Lawn Furniture in common areas	Prohibited except for temporary use.	See summary below
Motor Vehicles and parking	Some restrictions.	See summary below

<u>Item</u>	<u>Disposition</u>	<u>By-Laws Reference</u>
Items visible from outside the condominiums	Must conform to existing architecture and be kept neat.	See Article XI (1) – (5)
Pets	Some restrictions.	See summary below.
Noise and Privacy	Excessive and objectionable noise generally prohibited - especially between 11:00 pm and 8:00 am.	See summary below
Trash	Burning and unnecessary accumulation generally prohibited	See summary below
Windows and screens	Must be kept in good repair	See summary below

COMMON ELEMENT USE

Explanatory Note: Common elements include all parts of Association property other than residential units themselves, including (but not limited to) stairwells, stair landings, laundry rooms, sidewalks, parking areas, and lawns.

- a) Structures of a temporary character, trailers, tents, shacks, barns, or other outbuildings are prohibited on the common elements.
- b) Outside clothes dryers or clothes lines may not be used on common elements.
- c) Use of common elements for commercial activities (one-day yard sales excluded) is prohibited.
- d) Storage in the common elements, other than the approved storage bins located in the storage rooms, is prohibited unless approved by the Board of Directors.

LAWN FURNITURE

Leaving lawn chairs, chaises, etc. unattended on common elements is prohibited; they must be removed after use.

MOTOR VEHICLES and PARKING

- a) Storage of any vehicle without current registration is prohibited.
- b) Trailers, campers, house trailers, boats, or the like are prohibited in the parking lots or on the common elements.
- c) Repair of motor vehicles is prohibited on common elements with the exception of minor repairs which can be completed within two hours. Care should be taken that tools/equipment do not create hazard or obstruct parking for other owners.
- d) Commercial trucks are prohibited from parking on Cross Fox property, with the following exceptions:
 - 1) Vehicles being used in the conduct of business are permitted during the time the business is in progress.
 - 2) Commercial vehicles having no more than four wheels may be parked in the lots as private vehicles by Cross Fox residents, provided the owner or borrower of the vehicle obtains written consent from the Board of Directors.

NOISE and PRIVACY

Residents should take care that their activities and their guests do not cause annoyance to neighbors. Therefore:

- a) Excessive noise created by appliances or machinery in disrepair, such as faulty air conditions, is prohibited.
- b) Excessively loud TV, stereo, or party noise is prohibited.
- c) Operation of appliances that create excessive noise audible through a neighbor's windows, walls, floors, or ceiling is prohibited between 11:00 pm and 8:00 am weekdays and between 11:00 pm and 10:00 am on weekends.
- d) Wind chimes are prohibited.

PETS

- a) Pets other than orderly common domesticated animals, such as dogs, cats, or birds, are prohibited. Snakes are specifically prohibited.
- b) All pet owners must inform the Board of Directors that a pet is being kept in the unit, either by notifying the Managing Agent directly or by placing a notice on the unit.

Explanatory Note: This rule is needed in case emergency personnel (e.g. fire fighters) must enter the unit and the pet owner is not at home.

- c) All pets must be registered with Howard County, and inoculated per county law.

- d) **Pets may be exercised only in wooded or large open areas, not in front of units or in tot lots.**
- e) **Pets may not be tied to buildings, shrubs or trees, staked in yards, or be allowed to run loose in hallways.**
- f) **Solid waste left by pets on the common elements must be removed immediately by the person accompanying the pet.**
- g) **Pets are not permitted on the common elements unless they are accompanied by an individual capable of controlling the pet.**
- h) **Pets must be leashed or carried at all times.**

Explanatory note: In addition to any fines levied by the Board of Directors, the cost of repairs to the common elements or other unit owner's property resulting from damage caused by a pet, shall be borne by the pet owner.

TRASH

- a) **Burning of trash in any unit is prohibited.**
- b) **Storage and accumulation of any trash, litter or building materials within any unit is prohibited.**

Explanatory Note: The only exception to this rule is properly packaged material that is to be recycled.

WINDOWS

- a) Screens must be maintained in good condition and shall not be left dangling from windows or placed on common elements.**

- b) Windows must be covered with curtains, blinds, or traditional window treatment (in good condition) that comply with Columbia and Wilde Lake Architectural Guidelines. Other household items used as window coverings, such as sheets, blankets, pillowcases, or flags (except for the purpose of patriotic display) are prohibited.**

OTHER RESTRICTIONS AND POLICIES

- a) **Tampering with Common Elements' appliances, such as water heaters, washers, dryers, or gas meters, is prohibited.**

- b) **Operating day care facilities, whether licensed or un-licensed, in Cross Fox units and/or on common elements is prohibited.**

- c) **Leasing part of a Cross Fox unit is prohibited.**

Explanatory Notes:

- 1) **All leases must comply with Article X, Section 2 of the By-Laws.**

 - 2) **The Board of Directors must be provided with a copy of all lease agreements and a copy of the Howard County Rental License.**
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- d) **Dumping of oil, gasoline, or other toxic or combustible substances is prohibited in any unit or on any part of the common elements. These materials may not be placed in trash rooms, outdoor trash receptacles, or in storm drains.**

 - e) **The conversion of any non-bedroom space into bedroom space, or the alteration or reconfiguration of a Unit to increase the number of bedrooms in the Unit will be deemed a structural change, regardless of the addition or removal of interior walls, doors, or windows to the Unit, and a written request for any such change must be submitted to and approved in writing by the Board of Directors. Generally, such requests to convert non-bedroom space into bedroom space will be denied. This rule has been adopted in accordance with the Maryland Condominium Act, MD. Real Prop. Code Ann., Section 11-111 (1996 Repl. Vol. and 2002 Cum. Supp.).**

f) Policy on Assessment Collections

- 1) Fees are due the first of each month in advance (payment coupons are provided to all owners once a year). There may also be additional fees due, including but not limited to, gas fees, special assessments, charges or fines which are subject to this collection policy. All payments are applied to the earliest debt.**
- 2) A reminder notice is mailed on or about the 9th of each month to all accounts with a balance for that month. This notice includes notice of acceleration which must be given within fifteen (15) days of failure to pay installment. The account may be accelerated fifteen (15) days after this notice and the remainder of the fee for the balance of the fiscal year will be due.**
- 3) If at the close of business on the 15th of the month, there is an assessment balance due, a late fee of \$15.00 will be added. If there is a gas balance due, a late fee of \$10.00 will be added.**
- 4) On or about the 22nd day of the month, a notice of intent to file a lien will be mailed by certified mail to each owner of record of the home. There will be a charge added to the homeowner's account. This notice of intent to file a lien may be mailed at an earlier date, particularly if an account that is already delinquent enters a new fiscal year.**
- 5) If the certified mail is not successfully served, the notice of intent to file a lien will be posted on the door of the home and mailed regular mail. A charge will be added to the homeowners' account.**

- 6) Liens will be filed thirty (30) days after service is completed, unless payment is made in full or a complaint is filed in the Circuit Court of Howard County. A notice of lien filing will be sent, and there will be additional charges added to the account.**
 - 7) Accounts which remain delinquent ten (10) days after receiving notice of lien filing will be turned over to the attorney for appropriate legal action, which may include, but is not limited to, foreclosure on the owner's property, or filing a lawsuit, or both. All legal fees will be charged to the homeowner.**
 - 8) All charges for collection action will be charged to the homeowner, including but not limited to, managing agent collection costs, postage, private process server fees, interest, and lien recording and release fees.**
 - 9) All checks returned unpaid must be replaced with a cashier's check or money order and will incur a service charge.**
- g) The following summarizes the policy on gas meter failures:**
- Meter Failures and Anomalies:**
- a. The unit owners will be notified by the Gas Billing Company when meters fail or are not incrementing when expected to do so.**
 - b. If a meter failure is detected, the unit owner will be put on thirty (30) days notice by the Gas Billing Company to arrange for repair of the meter. The meter will be repaired by the Gas Billing Company or their designee. An estimated gas usage charge for the period of meter failure will be calculated by the billing company and added to the gas bill.**

- c. **If after thirty (30) days following notification to the unit owner repairs have not been made to the meter and the meter is still malfunctioning, a Level 1 “Supplemental Gas Charge” (SGC) of \$75.00 per month will be charged to the unit owner. This is in addition to estimated gas usage charges.**

- d. **If the meter is still not repaired after sixty (60) days, a Level 2 “Supplemental Gas Charge” (SGC) of \$150.00 will be charged to the unit owner. The Level 2 SCG will be assessed for each subsequent billing cycle until the meter is repaired.**

Late Fees

A late fee of \$10.00 per month will be charged when payments are received five (5) or more days after the due date.

h) The following is the policy on non-emergency water shut-off situations:

- 1) Non-emergency water shut-offs shall be performed as requested on the second and fourth Wednesday of every month.**

- 2) Any owner who needs the water shut-off to their building must request the shut-off by 4:30 p.m. the Friday before the desired shut-off date.**

- 3) Shut-offs will be performed from 9:00 a.m. to 1:00 p.m. the day of the requested shut-off. If the required work cannot be completed in that time span, the homeowner should have shut-off valves installed in the work area before the start of work, so that the water service can be restored to the remainder of the units in the building.**

- 4) The Condominium will schedule a plumber to turn the water on and off as requested above.**

- 5) Due to the inherent insurance liability of plumbing repairs, water shut-offs shall only be performed by licensed and insured plumbing contractors. Proof of license and insurance may be requested by the Condominium before turning off the water.**

- 6) Notices shall be posted at least forty eight (48) hours in advance of any water shut-off as required by law.**

- 7) The inability to use a particular plumbing fixture shall not be considered an emergency repair.**

- i) The following is the guideline and policy on “leaks from above”:**

If the homeowner responsible to repair the leak refuses to fix the leak or the associated damage, then the association may assist you as follows:

- 1) You must send a letter to the Board of Directors c/o the current Cross Fox Managing Agent citing specific days and times of the problem and listing damages.**
- 2) The Board will send a letter to the upstairs homeowners advising them of the problem; you will receive a copy of the letter.**
- 3) Should the problem continue, the association can only suggest mediation or that you contact an attorney for advice at your own expense.**

In order to control association costs, please follow this procedure if you experience a leak. Please do all you can to trace the leak in order to save money for yourself and your association.

- j) Satellite dishes are not restricted per se but installation requires prior approval by the Cross Fox Board. The owner requesting a satellite dish must submit a letter to the Board via the Managing Agent stating the Cross Fox address of the satellite dish as well as the location and method of mounting the satellite dish. The Board will evaluate the aesthetic impact and the impact of mounting the satellite dish on Cross Fox common property. Approval from the Board is required before the satellite dish is installed.**