

LAKESIDE TERRACE

CONDOMINIUM

RULES AND REGULATIONS

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## LAKESIDE TERRACE CONDOMINIUM RULES AND REGULATIONS

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# LAKESIDE TERRACE CONDOMINIUM RULES AND REGULATIONS

## INTRODUCTION

**1. Need for Rules.** Every resident of Lakeside Terrace Condominium has the right to peaceful occupancy of his/her unit, and every co-owner has the right to expect that the value of his/her property will be upheld in a reasonable manner. These rules have been adopted to safeguard our common rights. The rules have been numbered and organized under section headings so that information is easier to locate.

**2. Legal authority for rules.** The primary authority for the issuance of rules is the Maryland Condominium Act, the Montgomery County Code, the Condominium's Master Deed and the Bylaws established by the Council of Co-owners.

**3. Definitions of terms used in these rules.**

**a. Condominium.** Lakeside Terrace Condominium.

**b. Co-owner.** The owner of any unit.

**c. Council.** The Council of Co-owners, including, unless inconsistent with the context, the Board of Directors, Management, or any officer of the Council or other committee designated by the Council.

**d. Board.** The Board of Directors of the Condominium

**e. Resident.** Any person living in the Condominium on any basis other than as a short-term house-guest. Includes any co-owner occupying his/her own unit and tenant paying rent, or occupying without paying rent, a unit owned by another person or any permanent or long-term (more than two weeks) guest of another resident.

**f. Office.** The Condominium office located at 7501 Democracy Blvd.

**4. Application of rules.**

**a. General.** These rules apply except where they are inconsistent with the public laws of Maryland or of Montgomery County, the Master Deed or the Bylaws.

- b. Amendment.** By authorization of the Maryland Condominium Act, the Board may freely amend these Rules and Regulations, and it may freely adopt new Rules and Regulations, following due process as defined by the statute.
- c. Violations.** Violations may result in fines and other sanctions. (See Section XII Rules Violations).
- d. Compliance.** No set of rules can work unless every co-owner and resident cooperates, both by complying with the rules and by assuring that others comply with the rules as well. If an infringement is observed, co-owners and residents have an obligation to themselves and to the rest of us to approach any person responsible and courteously to bring the matter to his/her attention. Alternatively (or additionally, if the direct approach does not remedy the problem), violations should be brought to the attention of a representative of Management or of the Board of Directors. (See also Rule 64.)

**5. Responsibility of Co-owner.**

- a.** Each co-owner is responsible for the actions of his/her tenants, guests, agents, licensees, and employees, and all penalties, including fines, for infractions of the Rules by any tenant, guest, agent, licensee or employee are levied upon the co-owner of the unit that he/she owns.
- b.** For security reasons, the names of all residents living in any unit must be reported to the Office Manager.

**SECTION I. USE OF UNITS**

**6. Residential Use of Units.** Units may be used only for private residential purposes except that any unit located on the ground floor of either building may be used for professional office space and such temporary non-residential uses as may be permitted by the Board, and applicable zoning laws and ordinances.

**7. Commercial** use of units is prohibited (except as noted in para.6 above).

**8. Illegal Usage.** No unit or any other part of the condominium may be used for unlawful, immoral or improper purposes.

**Violations of these rules may be referred to the Montgomery County Police where a breach of the peace or a commission of a crime is also involved.**

**9. Unit Occupancy.** Co-owners should note that Public Law limits the number of persons who may reside in a unit based on the area square footage. Violations may be reported to the appropriate Montgomery County Authorities.

## **SECTION II: UNIT SALES AND RE-SALE DOCUMENTS**

**10. Unit Sales/Re-sales.** New owners, whether or not they are planning to reside in the purchased unit, must present proof of ownership to the Office Manager at least 10 calendar days before they plan to move in. Any unforeseen delays in presenting the required documents must be advised to the Office Manager in timely fashion. No moves in are allowed without proper documentation. In the event the unit will be leased, please refer to Section III, Leases.

**11. Sales of Parking Spaces.** Garage parking spaces which do not automatically transfer with the unit, but are purchased separately and recorded with the Land Sales Office of Montgomery County, must also be notified to the Office Manager and our Managing Agent. Only residents of Lakeside Terrace Condominium may use our garage or outdoor parking.

## **SECTION III: LEASES**

**12. Lessor License.** Montgomery County law (Bill 16-82) requires that condominium units offered for rent by their owners be licensed with the Montgomery County Office of Landlord and Tenant Affairs. The Board requires that you provide to the Office Manager notification of the Rental Facility License Number assigned to the premises by the Office of Landlord and Tenant Affairs before renting your unit. The license number should be included in the lease offered to your tenant.

**13. Duration of Lease.** Initial lease: Any owner of a unit may lease that unit for a period of not less than twelve months.

**14. Terms of Lease.**

- a.** Such lease must be in writing and must be consistent with the Montgomery County Condominium Act, the Master Deed, the Bylaws, and all Rules and Regulations of the Condominium. Conflicting provisions of any lease between the co-owner and tenant shall be void.
- b.** No lease shall be effective unless all minimum standards for occupancy as established by Montgomery County are met.

- c. Each lease shall include a provision that the lease is subject to the Master Deed, Bylaws and Rules and Regulations.
- d. A fully executed copy of each lease must be delivered to the the Office Manager not more than ten calendar days after its execution and not less than seven calendar days before it is to become effective. Similarly, copies of revised, replacement, and amended leases must be delivered to the Office Manager not more than ten calendar days after its execution and not less than seven calendar days before it is to become effective.
- e. Any lease continuing after its initial period, from month to month, whether or not there are any changes in provisions or the amount of rental, must be delivered to the Office Manager according to the time schedule in 14.d. above.

**15. Termination of Lease.** As provided in Article V, Section 8 of the Bylaws, in the event that any tenant is in default in the performance of a lease, including repeated or flagrant violation of the Bylaws and Rules of the Condominium, the Board of Directors has the power to terminate the lease and to bring summary proceedings to evict the tenant in the name of the landlord.

**16. Tenant Privileges.** Execution of a lease automatically transfers to the tenant from the landlord all the rights and privileges of residence, including use of the swimming pool, the tennis courts, the laundries, a storage bin, the Community Room for the use of private parties, and parking spaces owned by the landlord.

**17. Unit Inspection.** Landlords or their agents must inspect rental units on a regular basis or at least annually, in order to identify and correct any condition that violates public law, the Master Deed, the Bylaws or these Rules. The inspection must cover, but not necessarily be limited to leaks, defective fixtures, condition of balconies or patios, windows and blinds, signs of vermin, and any fault or condition that might affect adversely the common elements or other units or that might waste water or energy. (See also Rule 23). As noted elsewhere in the Rules, each co-owner is responsible for his/her own unit and its maintenance and the actions of its residents.

#### **SECTION IV. KEYS**

**18. Keys.**

- a. **Building Entry and Mailbox Keys.** Two building keys are issued to each co-owner for a fee of \$25.00 each. Whenever any co-owner, resident or

lessee vacates the premises or terminates any lease, the co-owner, resident or lessee shall surrender all building entry unit and mailbox keys to the appropriate person. In the case of a departing co-owner, keys shall be handed to the new co-owner, or lessor. Lessees shall return all building entry and mailbox keys to the co-owner, lessor or designated agent. In the event a proper transfer of building entry and mailbox keys does not take place, the previous or current owner will be fined and may be charged for the required new building or mailbox key.

- b. Keys to Individual Units.** So that the Board and management may fulfill their obligations under Rules 22-24, and as a courtesy to residents if they are locked out, each co-owner or resident is requested to provide the Office with a copy of each key required to open the doors to his/her unit. Failure to supply such keys is considered automatic notice that the co-owner or resident absolves the Council, Board, and Management from responsibility for any damage that may be caused by entry.
- c. Lockouts.** It is recommended that residents deposit a set of keys to their own unit with a neighbor whom they trust. In the event you lock yourself out of your unit during standard office hours, the Office Manager will open a locked door. Outside office hours, i.e., evenings and weekends, you must call a reputable locksmith.

## **SECTION V. STORAGE BINS**

**19. Storage Bins.** The residents of each unit are entitled to the use of one enclosed bin in the penthouse on the fifth floor of each building. Where two units have been joined to become one unit, such unit will be entitled to only one storage bin. The Office Manager has a list showing the bin assigned to each unit. For security, the resident is required to maintain a lock on the bin assigned to his/her unit, even if the bin is not used, and is responsible for its general upkeep. If no lock is on a bin, management will take possession of the bin and lock it. A light switch for each wing is located on the wall outside the penthouse elevator and must be turned off when the aisle is not in use. One light in each wing remains on at all times. Storage bins are used at the residents' own risk.

**20. Prohibitions on Storage Bin Contents.** As provided by Maryland law, inflammable materials such as paints, chemicals, fuels, film, etc., must not be stored in penthouse storage bins. Under no circumstances may hazardous, inflammable, offensive or obnoxious materials be kept in bins; this includes materials smelling of smoke, and film which even if not inflammable is capable of emitting poisonous chemical fumes.

**THE FIRE MARSHALL PROHIBITS ABSOLUTELY ANY SMOKING OR CARRYING OF OPEN FLAMES IN THE PENTHOUSE.**

**21. Storage Bins – Re-issuance Procedures.** One storage bin is available for each unit and is for the use of residents only. When a resident moves out, whether an owner or tenant, the storage bin assignment returns to common ownership for re-issue from the Office.

**SECTION VI. ACCESS TO UNITS**

**22. Board Inspection Rights.** The Board or its representative has the right of access to any unit to inspect it, to correct any condition that may threaten another unit or a common element, to authorize installations, alterations, or repairs to the mechanical or electrical services or to any other common element in that unit or elsewhere in the buildings, or to correct any condition that violates Public Law, the Master Deed, the Bylaws, these Rules, or any deed of trust or mortgage covering any other unit. Except in an emergency, access and entry will be made only upon notice in advance and only at a reasonable hour. With every entry, with or without consent, if the resident is not present a written statement will be left showing the time and purpose of the entry and the identity of the person entering.

**23. Entry Between Occupancies.** Whenever there is a change of occupancy within a unit, no matter whether between two co-owners, a co-owner and a tenant, two tenants, or a tenant and co-owner, the Board or its representative will enter and inspect that unit for the purpose of checking for leaks, defective fixtures, or other faults or conditions that might affect adversely the common elements or other units, or that might waste water or energy; and to exterminate any vermin that might be present.

**24. Emergencies.** In the event of any emergency, the right of access and entry is immediate, whether or not the resident or co-owner is present. Under no circumstances will entry be made without the entering person first knocking.

**SECTION VII. MOVES AND DELIVERIES**

**25. Definition of a Move.** A move is defined as either a complete or partial move-in or move-out of a unit's contents, or deliveries, in or out, of a piece or pieces of large equipment, furniture, crates, cartons, etc. via the elevators.

**26. Scheduling Moves and Delivery Dates.** All moves that begin or end occupancy of a unit must be scheduled **at least ten calendar days in advance** with the Office Manager (at 301-365-2411). The elevator and staff time for supervision of the move can then be reserved so as not to conflict with contractors using the loading zones. The date

and time will be mutually agreed upon by the co-owner or resident and the Office Manager. Only one elevator per building may be scheduled at any one time for moving or deliveries. The earlier the co-owner or resident schedules the move, the greater are the chances that he/she may have the time preferred. Deliveries should be scheduled with the Office Manager as soon as the date is known.

**27. Permitted Days/Hours.** Moves, either in or out, and deliveries of large furniture or equipment items must be scheduled within the specified days and hours shown hereunder. No services are available outside of these days and hours. Whether hired van lines or rental trucks are used for the move, it is incumbent on residents to ensure that all persons associated with the move are informed of and adhere to the specified days and times.

- a. Monday to Saturday: All moves must be carried out between 8:00a.m. and 5:00p.m.
- b. In exceptional circumstances, an allowance will be made to complete the move by 6:00p.m. at an additional cost.
- c. The co-owner, resident or designated agent must be present and must supervise the move so as to protect the Condominium's interests.
- d. Unauthorized moves or deliveries on any evening and/or on Sundays will be subject to fines.

**28. Move-In/Move Out Fees and Deposits.** Prior to the actual moving date, the co-owner, the resident or a designated agent must remit to the Office Manager the required fees and deposits. (Amounts required are on file in the Office.)

- a. **Refundable Security Deposit.** Lessees and co-owners will pay a security deposit for each move, either in or out. This will be refunded after the move if no damage has been incurred. If damages are incurred, these costs will be deducted from the security deposit. Any additional costs for damage in excess of the deposit will also be charged.
- b. **Pre-inspection.** The office will inspect the common areas through which the move is to take place in order to determine later if any damage has been caused by the process of moving. A porter will install protective padding in the elevator.
- c. **Method of Payment.** Personal checks, cashier's checks, certified checks or money orders are acceptable.

- d. **Non-refundable Payment for Elevator.** The elevator must be reserved for a move and no moves are permitted except through the garage level and the elevator. Payments for elevator use must be in cash, or by check and are to defray the costs of the porter in locking off the elevator before the move, returning the elevator to service after the move, and monitoring the move.
- e. **Reservation Confirmation.** Final confirmation of the reservation will not be made and no move will be permitted until all fees, deposits and payments have been made to the Office Manager, and all building entry and mailbox keys have been returned by the departing resident.

**29. Delivery Deposit.** Prior to receiving delivery of large equipment, furniture, or appliances, the co-owner or tenant must remit a required deposit to the Office Manager to cover possible damage during the move. The deposit will be returned if there is no damage.

**30. Building Entry.** Prior to the move, the Office Manager will provide information to the co-owner, resident or designated agent regarding vehicle routes and the location of loading zones. The co-owner, resident or designated agent is responsible for communicating this information to the drivers or movers, and the co-owner will be held liable and financially responsible for any violations of established procedures caused by these persons, including violations of time constraints (see rule 27).

- a. **Driveways.** Moving vans and other related vehicles must use the garage-level driveways for loading or unloading, taking care not to drive on the grass or to damage shrubbery.
- b. **Route of Moves.** All moves and deliveries must be made through the opened garage-level doors. No moves or deliveries of any type are allowed through lobbies, outside stairwells, or over balconies or patios.

**31. Use of the Elevator.** Only one elevator may be used for moving. The Office arranges for the elevator preparation, including locking off the elevator. It is not permitted to hold the elevator door for an extended period by hand or by blocking the door with a bulky object, as this results in damage to the elevator operation.

**32. Procedures after the Move.**

- a. **Elevator.** Once informed that the move has been completed, the porter will be responsible for returning the elevator to normal operating condition.

- b. Debris.** All cartons and large items that are to be discarded after a move are to be placed by the co-owner or resident in or adjacent to the dumpster on the garage level. No items from a move are to be left on the floors of the trash rooms. Wadded newspapers, Styrofoam, etc; used in packing must be deposited in the dumpster on the garage level to avoid jamming the trash chute.
- c. Post-Inspection.** The Office Manager or designated person will inspect the condition of the common areas through which the move took place, including driveways, garage doors, elevators, and corridors to determine if any violation of these moving rules has occurred. If no damage or violations have occurred, the Manager will return the damage deposit to the co-owner, resident, or designated agent, except for the following stipulation:

**NOTE: When a move ends a resident's occupancy at Lakeside Terrace Condominium, the damage deposit will not be refunded until Management can be assured that the unit has been totally vacated; to make that determination, the Office Manager must gain access to the unit.**

**33. Unauthorized Moves.** Moves by any person which are not in compliance with Rules 26-32 are unauthorized. Moves via the stairwells or outside staircases, through front lobbies, or patios or over the balconies are unauthorized. Properly padded elevators must be used. Moves as defined in paragraph 25 by persons who are not co-owners or who are unregistered renters/lessors are unauthorized.

**34. Fines and Charges.** Reports of damages or violations will be made to the co-owners and to the Board by the Office Manager. Deductions from the security deposit paid pursuant to Rule 28 will be made for costs of repair or replacement of damaged areas and if these costs exceed the amount of the security deposit additional charges will be incurred.

**NOTE: Fines may be levied for unauthorized or illegal moves by any co-owner or tenant. The co-owner is responsible for all violations by his/her tenant.**

#### **SECTION VIII. MAINTENANCE/REPAIR, ADDITIONS, ALTERATIONS, IMPROVEMENTS AND PLUMBING**

**35. Overall Requirements. NOTE: MAJOR MAINTENANCE, REPAIRS, ALTERATIONS, ADDITIONS OR IMPROVEMENTS WILL NOT BE PERFORMED ON SATURDAYS, SUNDAYS OR HOLIDAYS EXCEPT IN EMERGENCIES.**

**a. Owner's Responsibility.** In accordance with Article V, Section 10 of the Bylaws, each co-owner is required to maintain and repair his/her unit. This includes:

- i. Interior surfaces of walls, ceilings, and floors;
- ii. Windows, balcony doors and unit doors;
- iii. Kitchen and bathroom fixtures, appliances and equipment;
- iv. Convector and other heating and cooling equipment other than common elements outside the unit;
- v. Plumbing, lighting and other systems within and wholly related to the unit.

**Each co-owner is responsible for damages to other units or to common elements resulting from failure to maintain and/or repair his/her own unit.**

**b. Restrictions.**

- i. Any repair or replacement must be substantially similar to the original construction or installation. Such work is to be authorized by the co-owner and performed by a licensed, bonded and insured contractor .
- ii. Staff members or contractors of Lakeside Terrace Condominium who are responsible for maintenance of the common elements only, may not be hired except on their own time. The Board takes no responsibility for any such work performed.

**c. Scheduling/Maintenance.**

- i. Except in the most serious emergency where delay could threaten life or health or cause expensive damage, maintenance and repairs (except plumbing, see Rule 36) will be performed between 8:00a.m. and 6:00p.m. on weekdays.
- ii. The Office Manager must be notified in advance of the scheduled or anticipated arrival of any contractor or vendor.

**36. Plumbing Maintenance And Repairs.** Except in the most serious emergency where delay could threaten life or health or cause serious property damage, plumbing maintenance and repairs must be performed as follows: ON WEEKDAYS ONLY between 8:00a.m. and 4:00p.m. The Office Manager at Lakeside Terrace Condominium must be notified two days in advance so that an engineer may be scheduled to be available to turn off water if necessary and so that affected residents may be notified in advance of the cutoff. In the event of any emergency plumbing procedure, the Office Manager of Lakeside Terrace or the Management Company's 24-hour number must be notified immediately. A properly licensed plumber must be contracted. Fines will be levied for violations of these Rules.

**37. Alterations, Additions and Improvements.**

- a.** No alterations, additions or improvements may be made to any of the common areas, including balconies and patios. Additionally, installation of screens or other types of enclosures are not permitted on patios and balconies.
- b.** When considering changes within a unit, co-owners should first contact the Office for guidance. In accordance with Article V, Section 11 of the Bylaws, co-owners contemplating any of the changes listed below **must first obtain Board approval.** Co-owners must submit their plans in writing to the Board 60 calendar days prior to the projected commencement of the work. Changes covered by this paragraph are:
  - i.** additions or changes to his/her unit which would or might alter the structure or jeopardize the safety or soundness of the structure;
  - ii.** alterations to the water, gas, heating, cooling, electrical or plumbing systems;

**NOTE: The Board maintains the right to assure the overall integrity of the Condominium, even to requiring the co-owner to remove or disassemble an unapproved alteration.**

**38. Covering Floors.** In any unit where materials other than wall-to-wall carpeting have been or will be laid over the existing concrete in areas other than the kitchen or bathrooms, 80 percent of such area must be carpeted so as to eliminate noise which may disturb residents in the vicinity and on other floors.

## SECTION IX. PARKING AND VEHICLES

**39. General.** According to the Master Deed, the individually assigned parking spaces in the garage areas under the buildings are limited common elements. These Rules have been established to ensure safety, the Condominium's residential character, and co-owners' property values. Unless otherwise noted, each Rule applies both to the individually assigned spaces and to the general uncovered and unreserved parking areas in front of and behind each building.

**40. Registration.**

- a. Vehicles of all residents must be registered with the Office Manager and display a Lakeside Terrace Condominium parking identification card in the rear window, front dashboard or rear view mirror so that it is visible at all times when parked. A nominal fee will be charged to replace a lost parking identification card.
- b. **Guest Parking.** Visitors, whether staying overnight or for longer periods, will display in the rear window a Lakeside Terrace Condominium Guest Parking I.D. These are available from the Office Manager.

**41. Condition of Vehicles.** All parked vehicles must have current license plates and identification cards and must be in operating condition. Any vehicle that appears to be abandoned or inoperable will receive a warning notice. It will be the responsibility of the owner to prove that the vehicle is neither abandoned nor inoperable. If neither can be proved, the vehicle could be towed.

**42. Parking.** All vehicles must be parked within the lines so as not to restrict adjacent parking spaces or aisles. No parking is allowed on any lawn, grass or garden area.

**43. Loan of Garage Parking Spaces.** A resident may give permission to another resident, co-owner, or guest to park in the space assigned to him/her; in such cases the resident must notify the Office Manager in writing, giving the name of the guest, the make of car, the license number, and the length of time for which the permission is granted.

**44. Motorcycles.** Motorcycles must be parked in residents' owned or rented garage spaces. Some wedge spaces are also available.

**45. Bicycles.** Bicycles must be placed in the racks provided in the penthouses, or kept in individual units or storage bins. They may not be stored on balconies or patios.

**46. Service Vehicles.** Service vehicles (plumbers, painters, electricians, and other tradesmen) may park in a resident's garage parking space while providing services to that resident if the resident approves, otherwise all service vehicles will park in the outside parking spaces behind both buildings. They must not use any other garage spaces or the spaces in front of each building which are reserved for residents, guests, handicapped persons and office staff.

**47. Unauthorized Vehicles and Exemptions.** Campers, trailers, mobile homes, buses, boats, trucks of all types and sizes are excluded from all parking spaces except as follows:

- a.** Multiple purpose vehicles that have MPV tags,  $\frac{3}{4}$  ton trucks, open or paneled that are completely free of external print or advertising and are used as personal vehicles. Such vehicles will be registered with the Office Manager and will display vehicle identification.
- b.** Guests of residents traveling in mobile homes or oversized vehicles may park for not more than two weeks. If a longer period is necessary, notify the Office Manager who will assign a space adjacent to the tennis courts. All vehicles must display a Lakeside Terrace Condominium Guest Parking I.D.

**48. Restrictions.**

- a. Driveways.** Parking is prohibited in driveways and entrances. No vehicles may be left unattended, even for a minute, in those driveways and entrance areas marked by yellow curbs; these are fire lanes. Safety requires that they be left free at all times. THIS IS A PUBLIC LAW. Violators are subject to ticketing by police, or vehicles may be towed at owners' expense.
- b. Servicing Vehicles.** No hosing, washing, dismantling, or repairing of vehicles is permitted anywhere on the property. Exceptions: flat tires may be changed; coolant or oil may be added, but not drained or spilled; windows may be cleaned; interiors may be brushed, swept or vacuumed with battery-operated machines (vacuum cleaners are not to be plugged into any outlets in the garage).
- c. Cultivated Areas.** No co-owner, resident, contractor, or vendor employed by them may drive on any lawn or grassy area, or over any curb.

**49. Towing Liability.** Any vehicle parked in violation of these Rules or other applicable regulations may be towed away at the owner's sole risk and expense, and the Council of Co-owners will be held harmless for any and all damages and losses that may ensue.

## **SECTION X. PETS**

**50. General.** Pet owners have a special responsibility to the Council of Co-owners to see that their pets are kept under rigid control. These rules have been established to ensure that pets and their owners do not destroy condominium property and do not present a nuisance to other residents.

**51. Registration.** All pets except fish must be registered with the Office Manager and SHALL BE OTHERWISE REGISTERED AND INOCULATED AS REQUIRED BY PUBLIC LAW. This is also important in case of fire or other evacuation emergency.

**52. Dogs.**

- a. No dogs or visiting dogs are allowed except for those exempted below.
- b. **Service or Seeing-eye Dogs.** Dogs specifically trained for use by handicapped persons and registered as such with the Office Manager may walk through the building entry lobbies, front doors and may be in the swimming pool area when actually guiding handicapped persons.

**53. Pets.** Pets allowed are small common domestic animals such as cats, rabbits, birds and fish.

**54. Prohibitions.**

- a. **Non-Domestic Animals.** Snakes, exotic or wild animals are not permitted.
- b. **Commercial Use of Pets.** No kind of pet whatsoever may be kept, bred or maintained for commercial purposes in any unit.

**55. Restrictions.**

- a. **Common Areas.** Pets are not permitted in or on any of the common elements of the buildings or grounds unless they are being carried or are leashed. Such elements include but are not limited to corridors, elevator lobbies, elevators, parking areas, and the building entry lobbies. No animals are allowed in the swimming pool area except as set out in 52 above.

- b. Building Entry.** All pets, except service animals, shall enter or exit the buildings through the garage lobbies; they are not allowed through the front doors or in the front lobbies.
  - c. Balconies.** Pets are not permitted on balconies or patios unless the resident is present and they are not disturbing other residents.
- 56. Pet Damage.** Any damage, noise, defecation, urination, or other misbehavior caused by a pet shall be the physical and financial responsibility of its owner.
- 57. Violations.** In addition to other remedies, including a fine for each violation, the Board may, at its discretion, require the permanent removal of a pet, and may prohibit an offending resident from keeping or maintaining any pets whatsoever.

## **SECTION XI. REALTORS, ESTATE AGENTS**

### **58. Realtors Lock Boxes.**

- a. Permitted Area.** Outside the buildings, lock boxes may be secured only in the designated area at the garage lobby entry. Inside the buildings, lock boxes may be attached only to the front door of an individual apartment.
- b. Restrictions.** Realtors' lock boxes must not be attached to the front, side or rear doors of either building or any other exterior part of either building or surrounding areas.
- c. Building Entry.** For a deposit of \$50, real estate agents may obtain a key to the buildings' entry doors from the Office Manager. When the key is returned, the deposit is refunded.

### **59. Realtors' Signs.**

- a.** No signs, notices, advertisements, or posters of any kind are permitted to be posted in or about the condominium.
- b.** For purposes of OPEN-HOUSE viewing, temporary real estate signs advertising a unit for sale in Lakeside Terrace Condominium may be placed **ONLY** on the grass strip between the public sidewalk and the road on Democracy Blvd., and only during the hours of the Open House.
- c.** Temporary real estate signs may be no more than 4 sq. feet in area (i.e. 2 ft. square.)

## SECTION XII. RULES VIOLATIONS

**60. Fines.** Definition: Fines are charged to co-owners for violations of the Rules either by themselves and members of their families, or by their tenants, guests, and agents. Any fine will be added to the co-owners condominium fee or assessment, and is payable within one month from the date it is imposed. Unless action is taken by the co-owner either to pay or appeal the fine within that time frame, additional fines will be assessed. The amount of the fine will be determined by the Board based on the type and extent of the violation.

**61. Authority for fines.** As provided by the Maryland Condominium Act, and the amendments to the condominium Bylaws recorded on April 12, 1989 in *the Land Records of Montgomery County*, the Board, before it may impose a fine or any other penalty for a violation, must provide for due process in writing to the co-owner and/or tenant.

**62. Procedures.** These are as follows:

- a. Notice of the nature of the alleged violation and the specific Rule violated must be notified in writing to the resident.
- b. Invitation to a Board hearing giving not less than ten calendar days' notice of the date and time of the hearing and the opportunity to produce any statement, evidence and witness on his or her behalf;
- c. A description of the fine and sanction which may be imposed.
- d. Final decisions of the Board are appealable to the Montgomery County Office of Common Ownership Communities as provided pursuant to Montgomery County Law. Any co-owner who fails to comply with the Board's decision following such due process may be sued by the Council or any co-owner for damages or for injunctive relief or for both. The failure of the Board or Council to enforce a provision of the Master Deed, Bylaws, or Rules on any occasion is not a waiver to the right to enforce the provision on any other occasion.

**63. Penalties.** Violation of any provision of the Master Deed, the Bylaws, or these Rules and Regulations shall give the Board the right to proceed as follows:

- a. Subject to the provisions of Rules 22-24, to enter the unit where such violation exists and to abate and/or remove immediately at the expense of the co-owner at fault any structure, thing, or condition in violation that may

exist therein. The Board shall not thereby be deemed guilty of any manner of trespass.

- b. To enjoin, abate, or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such violation.
- c. To impose fines upon the co-owner, which shall be added to the co-owner's condominium charges and be payable within one month of the date of the imposition.
- d. To deny or restrict the use of any common facility.

**Note: An owner or a tenant may be enjoined from continuing a violation, or may be denied the use of a facility, such as the swimming pool, or may be prohibited from keeping a pet. However, all financial responsibility is that of the co-owner. As provided in Rule 5 such co-owner is responsible to the Condominium for the actions of his/her tenants, guests, agents, licensees and employees. See Rule 62. Violations for the procedures which will be followed in the event of any violation.**

**64. Enforcement.** You are advised that the Board of Directors and Management intend that all violations of these Rules and Regulations shall be brought to the attention of the respective co-owners or residents. Violations by tenants will be brought to the attention of their respective landlords. Co-owners who are landlords will be held responsible for their tenants' violations and for all fees and fines occasioned by their tenants. Repeated violations may result in appropriate sanctions such as withdrawal of privileges or fines which, if not paid, may become the basis for legal action.

### **SECTION XIII. RESIDENT'S COMPLAINTS**

**65. Residents' Complaints.** Complaints regarding the operation of the Condominium or the actions of other residents or co-owners will be conveyed as follows:

- a. In writing (including e-mail) to the Office Manager or Property Manager.
- b. If not resolved, submit in writing to the Board of Directors or present at a scheduled Open Forum.

### **SECTION XIV. COMMON AREAS**

**66. Common Area Usage.** Outside the buildings, common areas include gardens, lawns, roads, sidewalks, exterior parking spaces, as well as the swimming pool and tennis

courts. Inside the buildings, common areas include front entry and garage lobbies, elevators, hallways, stairwells, laundry rooms, the community room and trash rooms. The common areas are to be used in the appropriate and/or specific manner intended for their use.

**67. Rules for Common Areas.**

**a. Residents' Responsibilities**

- i. Personal Property.** No articles of personal property including, but not limited to, furniture, packages and cartons, baby carriages and tricycles, are to be stored or left unattended in any common area including lobbies, passages, elevators, parking areas, lawns and sidewalks.
- ii. Risks.** Any person using any of the common areas or facilities does so at his/her own risk and responsibility.
- iii. Damage.** Damage to any common area, facility or equipment caused by a co-owner or his/her residents, tenants, family members, guests, invitees, licensees, or pets must be repaired at the expense of the co-owner.

**b. Conduct.** There must be no noisy or rowdy behavior in common areas. Penthouse storage areas, laundry rooms, trash rooms, hallways, lobbies, garages, stairways and elevators are to be used for their normal purposes and not for play or loitering by children or adults.

**c. Dress Code.** Residents and guests must be appropriately attired at all times in common areas. Bare feet are not permitted.

**d. Smoking.** In accordance with Maryland State Law regarding Smoking in the Workplace, smoking will not be permitted in common areas such as the community room, hallways, elevators, laundry rooms, lobbies, stairwells, and trash rooms.

**e. Play Areas.** Lawns facing Democracy Boulevard are not to be used as playgrounds or picnic grounds. The picnic area behind 7505 building defined by the pond fence and to the right of the tennis courts may be used for play and picnics.

- f. **Littering.** Littering on common areas is not permitted; please use appropriate trash receptacles.

## SECTION XV. BALCONIES, PATIOS, WINDOWS AND DOORS

**68. Balconies and Patios.** According to the Master Deed, balconies and patios are limited common elements. This means that, although the resident of each unit with a balcony or patio has the exclusive right to use and enjoy it, the balcony is not in fact his/her's or the landlord's property, but belongs in common to all the co-owners of the Condominium. Certain rules hereunder have therefore been established for the use of the balconies and patios to be observed by all unit occupants. These outside areas, along with windows, drapes, curtains and blinds inside the buildings, make up part of the exterior image we put forth to the public. They must be reasonably uniform in appearance in order to preserve the Condominium's property values and attract new owners and residents. Balconies and patios are to be kept in good order, condition and appearance. They must be kept free from ice and snow in inclement weather.

**69. Windows and Doors.** These elements must also be kept in good repair. Glass inside windows and inside and outside balcony and patio doors is to be maintained and cleaned by co-owners or residents. Rusty, crooked or broken blinds, ragged curtains, or curtains or blinds which do not maintain exterior uniformity of appearance, must be repaired or replaced. Curtains or blinds may be whatever colors the resident wants inside the unit but they must be uniformly white facing the outside.

**70. Uniformity of Exterior Appearance.** Violations of these rules that result in unacceptable lack of uniformity in appearance of the various balconies, windows, and other exterior features, if not promptly corrected, give the Board and Management the right to make any necessary repairs and adjustments at the offending co-owner's expense.

### **71. Restrictions on Use of Balconies and Patios.**

- a. **Balcony Equipment.** Only regular balcony/patio chairs, tables, umbrellas, benches, loungers, plant containers and planters may be placed on the balcony/patio decks. Balconies and patios are NOT to be used for storage of any other equipment or furniture.
- b. **Bird Feeding.** Birds must not be fed on balconies or windowsills.
- c. **Restrictions.** Occupants may not throw cigarette butts or other debris over railings or out of windows. Similarly occupants may not shake mops, bedding, tablecloths or any other objects over railings or out of windows.

Occupants must take care when watering plants or cleaning balconies not to let water drip down on the balcony or patio below.

- d. **Enclosures.** Balconies, terraces and patios must not be enclosed. It is strictly forbidden that screens, awnings, shades, exterior blinds, or projections be attached to the outside. Prohibited projections include wiring, antennas, machines, cooling units, and any other objects that protrude through walls or roof or are otherwise visible on the exterior.
- e. **Energy Conservation.** Balcony doors and windows must be kept closed when rooms are being heated or cooled. This not only conserves energy, but also prevents the formation of damaging condensation in convectors. If windows or balcony doors are open, convectors must be turned off.
- f. **Entry Through Patios.** Occupants of ground floor patio units must not enter or leave the patios through the shrubbery so as not to damage the vegetation. Access to units from outside the building must be through lobbies, outside staircases and hallway doors only.
- g. **Fastenings.** Nothing may be hung from ceilings or fastened to walls or floors of balconies, terraces, or patios. No hooks, toggles, brackets, screws, nails or other attachments are to be affixed to or into the walls, ceilings, floors or railings; this is one of the major causes of deterioration of concrete, mortar, bricks, blocks and metal.
- h. **Fires and Cooking.** Under no circumstance may anyone make a fire or cook on a balcony, terrace, or patio. **THIS IS A VIOLATION OF THE MONTGOMERY COUNTY CODE.**
- i. **Paints and Sealers.** No paints, sealers, or other compounds may be applied to the balcony or patio decks or the balcony rails.
- j. **Floor Coverings.** Rugs, carpets, mats and other floor coverings are **NOT** permitted on balconies. Their use is a major cause of balcony deterioration, and they are, therefore, **STRICTLY FORBIDDEN.**
- k. **Railings and Windowsills.**
  - i. **Over- the -Railing Plant Boxes.** These may not be used on the new railings installed at 7501. The surfaces of the panels and railings of these balcony enclosures are factory finished. Railing hangers can

damage this surface irreparably. Plant boxes may be placed on free-standing tables or shelves. At 7505 (until balcony railings are replaced) residents planning to hang planter boxes over the railings during the growing months must provide a protective covering underneath the hangers such as cotton toweling, felt, etc. When the season is over, planters, hangers and protective covering should be removed to avoid damage to the rails and panels during the winter. Appropriate over-the-rails hangers which do not need fasteners, are to be used for planters, boxes, pots or other containers. All plant containers must be hung INSIDE the railings, NOT outside. Any damage sustained to the rails or panels will be the responsibility of the co-owner to make repairs.

- ii. **Planters on Decks.** Plants and plant boxes placed on the balcony or patio decks must be kept off the deck floors either on wheeled containers or some other stand. Freestanding devices such as floor-to-ceiling pressure poles are permitted.
  - iii. **Restrictions.** Railings are not to be used for airing and/or drying items such as clothing, swimsuits, laundry, rugs, bedding, towels, etc. Similarly, windowsills are not to be used for these purposes. Clotheslines or drying racks are not permitted on balconies or patios.
- i. **Satellite Dishes.** These may not be fastened to balcony railings with screws or anything else, which will penetrate or damage the integrity of the railing. Similarly they may not be cemented or otherwise fastened to patio or balcony decks so as to damage or interfere with the integrity of the concrete.

## SECTION XVI. COMMUNITY ROOM

### 72. Purpose.

- a. The community room is used primarily for groups transacting official condominium business such as Board or Committee Meetings and Open Forums.
- b. When it is not scheduled for use as above, social gatherings, private parties or condominium group activities may be held there. Condominium residents must be associated with any such activities. Any proposed commercial activities must be approved by the Board of Directors.

**73. Procedures for Usage.**

- a. Scheduling.** The room may be used between the hours of 9:00a.m. and 11:00p.m. and must be scheduled in advance with the Office Manager.
- b. Service/Damage Deposit.** Before a key will be issued, the person applying must sign an agreement to abide by these Rules and make a refundable deposit and pay a service charge. Board-related activities are exempt from these charges. The deposit will be returned if there is no damage to the room or furnishings.
- c. Pre-Inspection.** The condition of the premises will be checked before use by the Office Manager, and an inventory of furniture and a Condition of Property form will be provided for the user's signature. No furniture or other property belonging to the room is to be removed. The person using the facility will be held responsible for any damages during the use of the premises and will cover the cost of replacement or repair of furnishings or other property, if necessary.
- d. Indemnity.** Those responsible for reserving the community room for a party and who intend to serve alcoholic beverages will accept responsibility for all physical injury or property damage that may occur and indemnify the Association against all liability arising out of the use of the community room and in particular the service of alcohol on the condominium property.

**74. Restrictions.**

- a. Room Capacity.** **BY ORDER OF THE FIRE MARSHAL**, a maximum number of 45 persons only may occupy the community room.
- b. Security.** Entrance to the building will be through the Entraguard system only and will be granted only to those attending your function.
- c. Noise.** There will be no loud music and no boisterous behavior. Please be considerate of those who live near the room.
- d. Young People.** An adult co-owner or resident shall be responsible for constant supervision of any party of young persons. Alcohol must not be served to persons under the age of 21.

**75. Responsibilities.**

- a. Cleanup.** The premises must be cleaned by noon of the day following the use. All chairs and tables are to be returned to storage areas provided and furniture arrangements will be returned to their original position. All trash must be placed in the receptacles provided or bagged and taken to the dumpster at the garage level.
- b. Return of key.** The key must be returned to the Office Manager by noon of the day following use. The premises will then be inspected and if there is no damage, necessary cleanup or loss the deposit will be returned. In the event that these Rules are violated, or if the room is not cleaned and restored to its original condition, the deposit will be forfeited. Additional charges will be assessed to the extent that the deposit does not cover the cost of repairs or replacements.

**SECTION XVII. LAUNDRY AND LAUNDRY ROOMS**

**76. Restrictions.**

- a.** Washers and dryers whether portable or installed are strictly prohibited in individual units. Laundry requiring washers and dryers must therefore be done in the laundry rooms.
- b. BY ORDER OF THE FIRE MARSHALL,** laundry room doors must be kept closed at all times to prevent fire and/or smoke spreading in an emergency.
- c. Lights.** If controlled by hand switch, lights should be turned off when room is not actually occupied. If lights turn on and off automatically when the door is opened or closed, ensure that the doors are closed whenever you leave the laundry room.

**77. Hours.** Laundry rooms must not be used between 10:00 p.m. and 8:00a.m.

**78. Equipment Malfunctions.** If a machine is found to be out of order, please report the malfunction to the office and to the firm supplying the machines whose phone number is prominently displayed.

**79. Soaps and Detergents.** Residents must ensure detergent and bleach container caps are firmly replaced after usage to avoid damage to hallway carpeting. Residents must avoid excessive use of soap and detergents that might cause overflow in the laundry room.

**80. Cleanliness.** As a courtesy to other users, laundry rooms should be kept clean and neat, machines should be emptied promptly when washing and/or drying cycles are completed, and dyes or other harmful substances should never be placed in machines.

## **SECTION XVIII. TRASH AND GARBAGE DISPOSAL**

**81. Garbage Disposal Unit.** Each unit has a disposal unit for disposing of food scraps and biodegradable garbage. It is the responsibility of the co-owner to maintain and if needed replace this equipment. ALL OTHER TRASH must be placed in plastic or paper garbage bags, fastened at the top and deposited in the trash chute. Recyclable items are to be handled as described in 84 below.

**82. Trash Room.** No trash of any kind may be left on the floor of the trash room. Refrain from usage between 10:00 p.m. and 8:00 a.m. if at all possible as a courtesy to your neighbors.

**83. Trash Chute.** The trash chute leads to a compactor and ultimately to a landfill. Do not put items that obviously will not fit into the chute or are likely to jam it such as cartons, metal or wood objects. Flatten cartons and take them to the dumpster on the garage level. If the chute is jammed, please call the Office during office hours (301-365-2411) or the 24-hour emergency number.

**84. Recyclables.** Two special recycling bins are located in the trash room on each floor for use as follows:

**a. Newspaper Bin.**

- i. Acceptable items:** newspapers, newspaper inserts, magazines, catalogs, corrugated cardboard, unwanted mail, cereal boxes, paperback books, telephone books, all other clean and dry paper, computer and office paper, construction paper.
- ii. Unacceptable items:** Packing material such as Styrofoam or plastic, food-soiled paper such as plastic or wax-coated liners, pizza boxes, waxed paper, carbon paper, hard-backed books, beverage containers such as milk or juice cartons, paper or cardboard contaminated with paint, chemicals, water, or anything else, foil gift wrap, paper towels, napkins, or tissues.

**b. Recycling Receptacle** (gray plastic bin) commingles the items listed below (please rinse containers and remove lids and neck rings as appropriate).

- i. plastic containers only if marked with a 1 or 2 in a triangle on the bottom, such as milk, water, soft drinks, detergents, bleaches, fabric softeners, etc. All other plastic such as wrap, bags or containers not marked 1 or 2 must go into the chute. (Giant recycles clean plastic bags).
- ii. glass bottles and jars regardless of color. No light bulbs, plate glass, mirrors and other non-container glass.
- iii. Aluminum and other metal cans.

**85. Other Items.**

- a. **Large Objects.** Residents are responsible for disposing of large objects such as mattresses, furniture, large electrical equipment such as refrigerators, dishwashers and the like which are too large to be placed in the dumpsters. Contact the Office for information on how to dispose of such items.
- b. **Christmas Trees.** Live Christmas trees are a fire hazard when dried out. They must be bagged and removed by mid-January.

**SECTION XIX. NOISE**

**86. General.** Our buildings are not acoustically protected and therefore noise is becoming an increasingly severe problem in the community especially with many new residents putting down wood or synthetic wood floors. Residents are reminded that Rule 38 states that units must be 80% carpet-covered (exclusive of kitchens and bathrooms) to ensure there is no undue disturbance to other residents from heeled shoes, scraping furniture, and so forth.

**87. Restrictions.**

- a. **Laundry Rooms and Trash Rooms.** No use between 10:00 p.m. and 8:00 a.m.
- b. **Between 10:00 p.m. and 8:00 a.m.** residents must not make or permit to be made any loud or disturbing noises either in or on the common elements, or within their units, or on their balconies or patios through the use of musical instruments, televisions, electronic sound equipment, pets, or otherwise.

## SECTION XX. SECURITY

### 88. Security Measures.

- a. **Keys.** Security is everyone's business. All residents must be restrictive in lending keys and/or making arrangements that might reduce the effectiveness of the Condominium's security system and endanger other residents.
- b. **Entraguard.** Do not admit persons you do not know who may call you from the Entraguard system even if they insist they know a resident. This is particularly important at night and on the weekends when there is no one in the Office.
- c. **Absent Residents.**
  - i. The Office Manager must be given written authority to admit servicemen, contractors or delivery men in the absence of the resident. Keys to the unit must be provided along with the written authority. The same applies to relatives, friends, or acquaintances who may wish to enter the unit.
  - ii. Employees or agents of the Condominium will NOT be held responsible for articles left with them, e.g. parcels delivered by mail or UPS deliveries. This is at the sole risk of the resident.
- d. **Solicitors.** No solicitation is permitted in either building. Any violations should be reported at once to the Office Manager or to the out-of-hours emergency number.
- e. **Vehicles.** You are responsible for ensuring that your vehicle is properly secured before you leave it.
- f. **Unusual Behavior. Report to the police** if you see unusual behavior by any unknown person/s who may be walking through the garage or on the property. Notify the Office that the police have been called.

## SECTION XXI. BULLETIN BOARDS

- 89. **General.** No signs, notices, advertisements, or posters of any kind are permitted to be posted in or about the condominium premises except as authorized by the Board of

Directors, or temporary signs posted by the Office in connection with repairs or renovations.

**90. Mail Room Bulletin Boards**

- a. Board Bulletin Board.** Board Meetings and Open Forums.
- b. Sliding Glass Bulletin Board.** For official notices only from the Board, Management, Committees, etc. and for posting of Board minutes.

**91. Laundry Room Bulletin Boards.** The bulletin boards in the laundry rooms on each floor of each building are for the use of residents for community notices, and may also be used by the Board and Management. On these boards unit sale and rental notices must be limited to units within the Condominium; no general real estate notices, even by Condominium residents. Notices must be dated and removed after two weeks.

**SECTION XXII. SWIMMING POOL**

**92. Application of the Rules.** The swimming pool and the pool area are for the exclusive enjoyment of residents, whether co-owners or tenants, and their guests with the understanding that they must comply with Public Law and with all Bylaws, Rules and Regulations of the Condominium. The Office will issue these rules each year along with the application for pool passes.

**93. Admittance Procedures.** Every resident entering the pool area will be expected to present to the lifeguard or attendant a current Lakeside Terrace Condominium pool pass. Pool identification cards are not transferable. Any card used by a person other than the one to whom it was issued will be confiscated for the remainder of the calendar year. The card must be validated each year. Lost cards will be replaced for a nominal charge.

- a. Residents.** All residents and their children will be admitted to the pool without charge. Minor children of residents, such as grandchildren are considered residents whether or not actually resident in the unit.
- b. Identification.** Identification cards for pool entry are issued by the office before the beginning of each season.
- c. Sign-in.** Each person, including each guest, entering the pool area must be signed in on the log.

- d. Children.** No child under 8 years of age will be permitted in the pool area unless accompanied by an adult who must remain with the child the entire time he/she is in the pool area. Unaccompanied resident children between 8 and 14 must have written permission of the resident parents or relatives on file with the lifeguard. No guest under 14 is permitted without an adult. Children under 3 are not permitted in the large pool at any time.
- e. Excluded Persons.** Persons with skin abrasions, colds, coughs, inflamed eyes, or infections, or persons wearing bandages may not enter the pool area.
- f. Guests.** Guests of residents may also use the pool without charge. Guest passes may be issued by the Office Manager on request for the length of stay of houseguests who stay with residents overnight. Guests not staying the night, or without such passes, are admitted only if accompanied by a resident with a pass. The number of such guests is limited to four per unit at any one time. Children visiting residents will be admitted as per Rule 93d.

**94. Pool Season.** Unless otherwise advised, the pool opens Memorial Day weekend and closes Labor Day weekend. Hours of Operation will be posted.

**95. Lifeguard Authority.**

- a. Lifeguard.** The lifeguard is the person immediately responsible for the safety of the pool and the pool area. All persons using the pool **MUST** comply immediately with requests or orders from the lifeguard.
- b. Swimming Proficiency.** Any person, regardless of age, may be required to demonstrate to the lifeguard proficiency sufficient in the lifeguard's judgment to assure his/her safety.

**96. Pool Operation by Lifeguard.** The pool may be closed at any time, as required, because of breakdown, weather conditions, or operational difficulties, or at the discretion of the lifeguard on duty. ANY ORDER OF THE LIFEGUARD TO LEAVE THE POOL MUST BE OBSERVED PROMPTLY. The lifeguard may at his/her discretion take a short break each hour of pool operation. During this time **no** person will be permitted to enter the pool. The lifeguard may reserve some time during each hour for children to be out of the pool for a rest, and to give adults an opportunity to swim uninterrupted.

**97, General Operating Instructions.**

**a. Attire.**

**i.** Standard swimsuits must be worn by all users except as provided hereunder. Persons with sun sensitivity problems may also wear tee shirts. Polyester or other synthetic clothing which will discard water easily and does not prohibit easy movement in the pool may be worn and must be specifically for pool use. Street clothing is prohibited.

**ii.** For both safety and appearance, all persons using the pool facilities are required to use cover-ups both going to and returning from the pool area. Uncovered bathing attire, either wet or dry, is not permitted in any of the interior common elements such as garages, elevators, stairwells, lobbies, or corridors. Footwear is required outside the pool area; there must be no bare feet in any of the common elements beyond the pool enclosure.

**b. Chairs and lounges.** Persons who leave the pool area may not consider a chair reserved even if possessions are left on it.

**c. Lotions.** Greaseless suntan lotion should be used rather than oil based lotions. Towels should be used to cover lounges and chairs for protection as a courtesy to other users.

**d. Showering.** All persons must shower before entering the pool.

**e. Trash.** Papers and refuse must be deposited in the receptacles provided.

**98. Restrictions.**

**a. Conduct.** Running, pushing, wrestling, stunt diving or any undue disturbance in or about the pool is forbidden. Abusive or profane language or any breach of the peace is prohibited. Spitting, nose blowing, and urinating in the pool are a health hazard and are therefore prohibited.

**b. Food and Refreshments.** Other than soft drinks in cans or plastic containers, food or refreshments may not be brought into the immediate pool area. BY MONTGOMERY COUNTY ORDINANCE NO BEER OR ALCOHOLIC BEVERAGES ARE ALLOWED IN THE POOL AREA.

- c. **Glass.** ABSOLUTELY NO ITEM OF GLASS (except eye glasses) will be permitted in the pool area.
- d. **Noise.** No radios, record or tape players, or other sound equipment may be used in the pool area without earphones.
- e. **Pets.** No pets are allowed in the pool area except service or “seeing-eye” dogs as provided for in Rule 52.b.
- f. **Play equipment.** Tubes, water wings, balls, Frisbees, and other play equipment are strictly prohibited in the large pool.
- g. **Wheeled vehicles** other than wheelchairs or baby strollers are not permitted in the pool area.

**99. Violations.** The Board of Directors may levy fines, and may bar the use of the pool to any co-owner, resident, or other person who has violated any of the foregoing Rules and Regulations.

### SECTION XXIII. TENNIS COURTS

**100. Admittance.** The pool pass is used also as a permit for admittance to the tennis courts. All residents whether co-owners or tenants are entitled to use the courts. At least one player on the court must carry his/her updated pool card, which must be shown on the request of any other resident. If no card is produced, the court must be surrendered immediately to a resident with an updated card. Pool cards are not transferable and may be confiscated for the remainder of the calendar year if used by any person other than the one to whom it was issued. No more than four persons are allowed on each court at any one time.

**101. Guests.** Guests must be accompanied by a resident with a pass.

**102. Sign-up Board.** A sign-up board is located at the entrance to the tennis courts. Singles players are allowed one hour. Doubles players are allowed one and one-half hours. Each group entering the court to play must sign in with the exact time on the sign-in board. If you have not signed in or you have exceeded the allotted time limits, the court must be surrendered to new arrivals with proper passes who request the court. If you sign up ahead of time but do not show up to play, you forfeit use of the court for that period of time.

**103. Access.** The key to either 7501 or 7505 building will unlock the padlock at the gate.

**104. Attire.** Players should wear proper tennis attire. Swimsuits, bikinis are not allowed. Proper tennis shoes must be used. Hard-soled shoes are absolutely prohibited.

**105. Courtesy.** All tennis players are urged to be cooperative and to give consideration to others, and to conduct themselves in the best tradition of good sportsmanship.

**106. Tennis Lessons.** Tennis instructors may use the courts only to give lessons to pass-holding residents.

