

Belt's Landing, A Condominium, Inc.

RULES
AND
REGULATIONS

Effective Date: September 28, 2010

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RULES & REGULATIONS

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§1. AESTHETICS

- 1.1 Each window covering and each patio or balcony door covering, including draperies, curtains and shades, shall provide a white or off white exterior coloration and shall be maintained at the Unit Owner's expense.
- 1.2 Except as provided in §1.3 below, no signs (including, but not limited to, "For Sale" signs), notices, advertisements, posters, material, or illumination shall be inscribed or exposed on or at any window, door, or wall facing into the Common Areas, or displayed upon any General or Limited Common Element.
- 1.3 Pursuant to the provisions of *Md. Code Ann.*, Real Property Article, 11-111.2, Unit Owners or residents may place a sign supporting a candidate for election or which advertises the support or defeat of any proposition submitted to voters in a federal, state or local election, provided that no sign is placed upon the General or Limited Common Elements; the sign is in compliance with the provisions of any federal, state or local law; the sign must be placed within the Unit; and, the sign is not placed within the Unit more than thirty (30) days prior to the primary election, general election, or vote on the proposition and is removed within seven (7) days after the primary election, general election, or vote on the proposition.
- 1.4 This rule was adopted under the provisions of *Md. Code Ann.*, Real Property Article, §11-111.

§2. ARCHITECTURAL CHANGES

- 2.1 No Unit Owner or resident shall make any structural addition, alteration, or improvement to his Unit or to any Common Element which he has the right to use, or any non-structural alteration, addition, improvement, or decoration to or of any Common Element, including but not limited to HVAC units, balconies (including the flooring thereof), decks, and storage rooms, unless and until plans and specifications, dated and in duplicate, showing the nature, kind, shape, height, color, materials, location and approximate cost of such addition, alteration, improvement, or decoration shall have been submitted to and approved in writing by the Board of Directors, which shall have the right to refuse for good cause to approve any such plans or specifications which it deems unsuitable or undesirable, whether based on aesthetic or other reasons, provided, however, that if the Board of Directors fails to deny said request within sixty (60) days after receipt of a complete set of plans and specifications, such request shall be deemed

approved. The Unit Owner shall reimburse the Council of Unit Owners for any costs incurred because of the investigation into the planned alterations.

- 2.2 All Unit Owners must inform the Board of Directors, in writing, of any and all interior structural alterations to be made to their Unit. Should the Board of Directors deem the planned changes to be detrimental, the Board of Directors reserves the right to refuse the proposed alterations for good cause. The Unit Owner shall reimburse the Council of Unit Owners for any costs incurred because of the investigation into the planned alterations.
- 2.3 This rule was adopted under the provisions of *Md. Code Ann.*, Real Property Article, §11-111.

§3. AUTHORIZED UNIT ENTRY

- 3.1 The Management will retain a passkey to each Unit and will be given a key to all new locks or altered locks by the Unit Owner. Such key will be utilized solely to access the Unit in the event of manifest danger to the health or safety of the Residents or in the event of threat to the physical condition of the Unit(s) or Common Elements.
- 3.2 The Council, acting through the Board of Directors, its officers, or manager of the Condominium, and their duly authorized representatives, may enter any Unit whenever such entry is reasonably necessary in order (a) to install, inspect, maintain, repair or replace any Common Elements to which access can reasonably be obtained only through such entry, or (b) to inspect, maintain, repair or replace any portion of such Unit if such inspection, maintenance, repair or replacement reasonably appears necessary for public safety or to prevent damage to the Unit or other Units or the Common Elements, to enforce the provisions of the Declaration, Bylaws, and Rules and Regulations of the Condominium, or to investigate compliance with any law, code, or ordinance.
- 3.3 Such right of entry shall be exercised only during the hours of 8:00 a.m. to 8:00 p.m., after reasonable notice is given to the occupant, except in case of emergency.
- 3.4 Except in emergency cases involving manifest danger to public safety or property (in which case entry may be effected immediately), the Board or its authorized designee, shall give at least twenty-four (24) hours notice to the Unit Owner and/or Tenant of any Unit to be entered for the purpose of inspection and/or repairs. Should any Unit Owner or Tenant, after being given notice, fail to allow access to his or her Unit for inspection and/or the performance of repairs, the Board, or its authorized designee, may affect such needed access at the expense of the Tenant or Unit Owner. An entry by the Board or its designee, on behalf of the Condominium, for the purpose specified in this section shall not be considered a trespass. Any cost of effecting access to a Unit shall be assessed against the Unit Owner, shall become a continuing lien against the Unit and the personal obligation of the Unit Owner pursuant to the Condominium's Documents, and shall be collected in the same manner as an assessment. In addition, the Board of Directors may take any action authorized by the Declaration, Bylaws, or these Rules and Regulations.
- 3.5 The manager, receptionist, security guard, or any other agent or employee of the Condominium or the management company will not open a door for anyone, including

guests or service personnel, without the written instruction from the resident. In the event a resident has made arrangements for others to enter the Unit (relatives, workmen, domestics, etc.), the resident must first provide the Front Desk with written authorization, on a form provided by the Front Desk, which will include the name of the individual(s) being authorized to gain entry with a separate key in an envelope labeled with the authorized person's name. Upon arrival of the authorized individual, the receptionist will obtain the signature of the person for whom the envelope was left and compare the signature with appropriate identification before the envelope is given to the individual. When the authorized individual departs, the key will be left at the reception desk, logged into the journal and given back to the resident upon his return to the building. If, in the event an individual wishes to gain entry to the Unit and has not been properly authorized, he/she will not be given entry and will be turned away. This event will be logged into the Front Desk journal.

- 3.6 This rule was adopted under the provisions of *Md. Code Ann.*, Real Property Article, §11-111.

§4. BALCONIES, PORCHES, TERRACES AND YARDS

- 4.1 In accordance with local ordinance, gas grills are not permitted on balconies, porches or terraces.
- 4.2 Balconies, porches, terraces and yards shall be kept tidy and neat. Unit Owners and residents shall not allow debris to accumulate and must sweep or otherwise remove any debris.
- 4.3 No towels, laundry or any other items shall be hung over balcony, terrace, or courtyard railings.
- 4.4 Dirt or rubbish or other debris may not be caused to fall from any balcony, porch or terrace.
- 4.5 Rugs or other items shall not be shaken from the balconies, porches or terraces.
- 4.6 Balconies, porches, terraces and yards may not be used for storage, including but not limited to the storing of furniture, bicycles, baby carriages, or other inappropriate items, or for hanging or draping of rugs, towels, etc.
- 4.7 All furniture, landscaping and decorations placed on balconies, porches, terraces or yards shall conform to such standards and specifications as the Board of Directors may reasonably determine, and shall in any event be of the type normally and customarily used for a residential balcony, porch, terrace or yard.
- 4.8 No bird baths or bird feeders shall be permitted on balconies, porches, terraces, or yards.
- 4.9 No items, including flower pots and containers, may be placed on the ledges of the penthouse level balconies.

- 4.10 No balcony, porch, terrace or yard shall be painted, resurfaced, paved, covered by any awning, or otherwise modified, unless approved pursuant to §2.1 of these Rules and Regulations.
- 4.11 Decorations are permitted only during legal holidays and as further provided in §6.4 of these Rules and Regulations.
- 4.12 No alterations to balcony, porch or terrace floors, walls or ceilings are permitted, unless approved in accordance with §2.1 hereof.
- 4.13 This rule was adopted under the provisions of *Md. Code Ann.*, Real Property Article, §11-111.

§5. BICYCLES

- 5.1 The Association is not responsible for loss, damage, destruction or theft of bicycles.
- 5.2 Bicycles may be taken in and out of the building only through garage entrances and service elevator entrance. Bicycles may be taken on the service elevator only.
- 5.3 Bicycles are not allowed in the lobby at any time.
- 5.4 All bicycles in regular use should be parked in the garage only in bicycle racks provided. No bicycle(s) may be parked in the Parking Units. No bicycle(s) may be parked in front of the building.
- 5.5 Bicycles kept in the garage must be registered with the Front Desk and bear the Unit number of the owner.
- 5.6 Bicycles must be kept within Units or in the bicycle racks in the garage and may not be stored or kept in Parking Units, nor on balconies, porches, terraces, or any other Common Element.
- 5.7 This rule was adopted under the provisions of *Md. Code Ann.*, Real Property Article, §11-111.

§6. BUILDING ENTRY.

- 6.1 Entry to the building from outside is by garage door card or door 'fob.' Entry from the garage is by Common Area key. Garage door cards, door 'fobs' and Common Area keys are for the use of Resident Unit Owners and Registered Residents (pursuant to §21.1 hereof) only, except the Board of Directors may authorize such for additional persons at its discretion upon a motion and vote at a meeting of the Board of Directors.
- 6.2 Garage entry cards and door 'fobs' must be registered with the Front Desk by and to the current Resident Unit Owner or Registered Resident. Such registered garage entry cards and door 'fobs' are not transferable and are not to be used by any person other than the person to whom such garage door card or door 'fob' is registered.

- 6.3 Replacement garage entry cards or door ‘fobs’ will be issued at a cost of \$35.00 each.
- 6.4 Garage entry cards and door ‘fobs’ will be disabled if not used for more than six (6) months. If disabled, such garage entry cards and door ‘fobs’ may be re-activated upon request.
- 6.5 The Front Desk personnel will allow entry to persons without a garage entry card, door ‘fob’ or Common Area key only if such person is listed on the current Roster of Unit Owners and Registered Residents and if such person provides identification, or for guests allowed pursuant to §23.9.
- 6.6 No exterior door, including Fell Alley Courtyard doors, may be kept open while unattended at any time.
- 6.7 This rule was adopted under the provisions of *Md. Code Ann.*, Real Property Article, §11-111.

§7. COMMON AREAS

- 7.1 Smoking is prohibited in all Common Areas, including but not limited to the garage, pool area and all three courtyards.
- 7.2 The sidewalks, entrance passages, lobby, elevators, corridors, hallways, and stairways of the building shall not be obstructed or used for any other purpose than ingress to and egress from the Units of the building.
- 7.3 No article of personal property, including, but not limited to, furniture and decorations, shall be placed or stored, either temporarily or permanently, in any Common Area, including but not limited to the lobby, corridors, hallways, elevators, stairways, garage, or any of the exterior landscaped areas (planting in any Common Area, including courtyard areas and tree wells, as well as containers on sidewalks, is strictly prohibited), except for holiday decorations as further provided in §7.4 of these Rules and Regulations.
- 7.4. Tasteful holiday decorations on doors and balconies only are allowed for one (1) month prior to and two (2) weeks after the subject holiday. Whether decorations are “tasteful” shall be within the sole discretion of the Board of Directors or its designee.
- 7.5 No Unit Owner or occupant shall build or maintain any matter or thing upon, in, over or under any Common Element without prior written consent of the Board of Directors unless otherwise permitted by these Rules and Regulations.
- 7.6 No notice, sign, letter, advertisement, or any other written or printed communication shall be inscribed, exhibited or exposed on or at any window or other part of a Unit or the Common Elements without the prior written consent of the Board of Directors, with the exception of appropriate material posted on the community bulletin board in the Mail Room or pursuant to §1.3 hereof.

- 7.7 Children shall not be permitted to play in the halls, elevators, stairways, courtyards or other Common Areas.
- 7.8 No wires, cables, antennas, or satellite dishes of any kind shall be erected on the roof, exterior walls, or other Common Element of the building without the prior written consent of the Board of Directors. Any cables, wires or antennas erected in violation of this rule shall be subject to removal, at the owner's expense, by the Board of Directors, without notice to the owner or resident of the Unit. Satellite dishes are permitted only to the extent authorized by applicable FCC regulations, 47 CFR §1.4000, *et seq.* Such satellite dishes must not be attached to the walls, floors, ceiling or railing of any balcony, rather such satellite dishes must be supported by a tripod or 'flower pot' style base. No portion of a satellite dish may extend beyond the balcony, terrace or yard.
- 7.9 No portion of the Common Elements shall be in any manner defaced, nor shall same be utilized for the making of connections of any sort for radio, television, or other devices or equipment of any kind, all of which connections are specifically prohibited.
- 7.10 The Common Elements shall be used only for the purposes for which same was installed and none of the Common Elements shall be loaded or taxed beyond the capacity for which it was designed.
- 7.11 Residents shall not in any way interfere with the lighting or heating apparatus in the halls, stairways or any other Common Areas.
- 7.12 Anyone found defacing or damaging Belt's Landing Condominium property will be charged for the repair or replacement of any damaged areas and will be subject to further fines and sanctions by the Board of Directors.
- 7.13 No Pier Unit Owner, Pier Unit Resident, or their Guests is/are permitted in the Pool Area or Community Room at any time, unless such Pier Unit Owner elects to contract with the Council on an annual basis pursuant to Section 12(A)(iv) of the Declaration, except to attend meetings of the Council of Unit Owners, Board of Directors, and/or Committees, or functions of the Belt's Wharf Landing Yacht Club.
- 7.14 This rule was adopted under the provisions of *Md. Code Ann.*, Real Property Article, §11-111.

§8. COMMUNITY ROOM

- 8.1 The Community Room shall be available for the convenience and enjoyment of any resident of the Fell Street Building. The Community Room shall be available for the convenience and enjoyment of any resident of the Pier Building only if the Unit Owner of such Pier Unit elects to contract with the Council pursuant to Section 12(A)(iv) of the Declaration and §7.13 hereof.
- 8.2 Guests temporarily residing in the Fell Street Building are permitted to use the Community Room. Guests temporarily residing in the Pier Building are permitted to use

the Community Room only if the Unit Owner of such Pier Unit elects to contract with the Council pursuant to Section 12(A)(iv) of the Declaration and §7.13 herein.

- 8.3 Children under the age of sixteen must be accompanied by an adult at all times while in the Community Room.
- 8.4 Pets are not permitted in the Community Room at any time.
- 8.5 Improperly operating or broken equipment shall be reported to the Front Desk.
- 8.6 Weights must not be banged or dropped.
- 8.7 Billiard and other equipment must be signed out and in at the Front Desk. The resident signing for billiard equipment assumes liability for loss or damage to the equipment.
- 8.8 All persons using the Community Room do so at their own risk and responsibility. The Council and Management assume no liability or responsibility for accident or injury in connection with the use of the Community Room.
- 8.9 Persons using the Community Room shall not make or permit to be made any noises that would unreasonably disturb or annoy any other residents.
- 8.10 The cooking of food is not permitted in the Community Room at any time. The use of warming dishes is acceptable.
- 8.11 Residents may reserve the Community Room, if available, for private functions, provided use of the Community Room is scheduled in advance with the Front Desk. At the time of scheduling, a refundable security deposit of \$250.00 must be tendered as a deposit against any damages. Cost for damages that exceeds \$250.00 will be billed to the Unit Owner.
- 8.12 This rule was adopted under the provisions of *Md. Code Ann.*, Real Property Article, §11-111.

§9. COMPLAINTS, REQUESTS AND NOTICES TO COUNCIL/MANAGEMENT

- 9.1 Complaints by Unit Owners or residents regarding the service of the building or violations of the Declaration, By-laws or Rules and Regulations shall be made in writing to the Board of Directors and delivered to the Property Manager.
- 9.2. Request and/or Notices to the Council or Management shall be made in writing and delivered to the Property Manager, unless another form of notice is required by the Maryland Condominium Act, the Declaration, Bylaws and/or Rules and Regulations.
- 9.3 Duty to Inspect and Notify Management. Each Unit Owner and Tenant must inspect his or her Unit for, and immediately notify the Condominium management of, any fire, water, wall, ceiling, floor, window, door, skylight, chimney, roof, water heater, or plumbing fixture damage or malfunction, pest infestation and the like.

9.4 This rule was adopted under the provisions of *Md. Code Ann.*, Real Property Article, §11-111.

§10. CONTRACTORS

- 10.1 All contractors performing any work in the Condominium, including Units and Common Elements, must be currently licensed in the State of Maryland through the appropriate division of the Maryland State Department of Labor, Licensing, and Regulation.
- 10.2 Except in the case of an emergency, work that may be noisy and disturbing to other residents will be permitted only from Monday through Friday between the hours of 8:30 a.m. and 5:00 p.m.
- 10.3 Use of the service elevator in connection with construction in or remodeling of any Unit requiring use of the service elevator must be scheduled in advance with the Front Desk.
- 10.4 Deposit for Construction Projects Requiring Use of the Service Elevator. For construction projects requiring the use of the service elevator, the service elevator must be reserved by scheduling the use of the service elevator in advance with the Front Desk. A \$200.00 refundable deposit must be tendered as a deposit against any damage or for time charges after 5:00 p.m. (as stated in §13.6 of these Rules and Regulations) by the Unit Owner. The deposit must be paid at the time of scheduling the use of the service elevator.
- 10.5 Upon request by any agent of Belt's Landing, A Condominium, Inc., said Unit Owner must supply proof of the contractor's license and liability insurance as required by the state licensing authority.
- 10.6 Pursuant to Section 23.28 herein, if it is absolutely necessary, Contractors may park in Fell Alley between 8:30 a.m and 5:00 p.m. only (this time period will be strictly enforced), if space is available, and at the sole discretion of the Front Desk. Contractor vehicles will not be allowed to park in the alley if space is available on the street. No vehicle may block the alley for ingress and egress to the Waterfront Promenade, Belt's Landing, or Harbor's Edge Condominiums at any time. Vehicles in violation will be towed. Any contractor wishing to park in Fell Alley must contact the Front Desk prior to parking in Fell Alley. Such contractor parking must be approved by the Front Desk and the vehicle must display a valid temporary parking permit.
- 10.7 Construction debris or large amounts of bulk trash may not be placed in the trash chutes or bulk trash area. Unit Owners must arrange for the removal of all construction debris.
- 10.8 This rule was adopted under the provisions of *Md. Code Ann.*, Real Property Article, §11-111.

§11. DISTURBANCES AND NOISES /CONSIDERATION OF FELLOW RESIDENTS

- 11.1 Residents and guests shall refrain from causing excessive noise that might disturb other residents.
- 11.2 No one shall make any undue noise in the Common Areas, including hallways and stairwells, or play or operate any stereo radio, television, or musical instrument in such a way as to interfere with the rights or reasonable comforts of other residents.
- 11.3 Between the hours of 11:00 p.m. and 8:00 a.m. there should be special emphasis to maintain a quiet environment.
- 11.4 Sound systems of any type, televisions, musical instruments, etc. shall be located away from walls separating the Units and must be played at a level so as not to unreasonably disturb neighbors.
- 11.5 Doors to Units should be closed quietly and not allowed to slam shut.
- 11.6 Appropriate floor coverings must be used to reduce the noise to the Unit below as stated in §16 hereof.
- 11.7 Windows in individual Units shall be kept clean at all times.
- 11.8 This rule was adopted under the provisions of *Md. Code Ann.*, Real Property Article, §11-111.

§12. ELECTRICAL DEVICES AND PLUMBING FIXTURES

- 12.1 All electrical devices and plumbing fixtures used within a Unit shall fully comply with all requirements and recommendations of the Board of Fire Underwriters and appropriate public authorities.
- 12.2 Unit Owners must maintain water heaters in accordance with Section 33 herein.
- 12.3 This rule was adopted under the provisions of *Md. Code Ann.*, Real Property Article, §11-111.

§13. ELEVATORS, MOVING AND DELIVERIES

- 13.1 Only the service elevator may be used for moving, deliveries and construction purposes.
- 13.2 The hours during which moving is permitted are 8:30 a.m. and 5:00 p.m. Monday through Friday. Moving on Saturdays and/or Sundays, as well as holidays, is strictly prohibited. Partial moving, as well as moving by a roommate or other person, is subject to these Rules and Regulations.

- 13.3 Moving Fee and Deposit. A \$100.00 non-refundable moving fee, and a \$200.00 refundable deposit against any damage, or for time after 5:00 p.m. as stated in §13.6 of these Rules and Regulations, will be assessed to the Unit Owner or Tenant. The Moving Fee and Deposit must be paid at the time of scheduling the service elevator.
- 13.4 Each move-in or move-out must be scheduled in advance with the Front Desk, whether or not the service elevator will be used, in order to avoid conflicts.
- 13.5 Unit Owners or residents are liable for any damage, including, but not limited to the building, elevators, grounds and landscaping, caused by their moving or delivery.
- 13.6 Use of the elevator for moves or construction purposes extending past 5:00 p.m. will be charged at the rate of \$100.00 per hour, or any part thereof. The freight elevator may not be “locked” and must be shared with other persons after 5:00 p.m.
- 13.7 Damage and/or charges for time after 5:00 p.m.(as stated in §13.6 of these Rules and Regulations) which exceeds the \$200.00 security deposit will be billed to the Unit Owner.
- 13.8 All deliveries of large pieces of furniture and other bulky items must be scheduled in advance with the Front Desk. Such deliveries must be made by use of the service elevator only. Use of the two lobby elevators for deliveries is not allowed. Such deliveries must occur between the hours of 8:30 a.m. and 5:00 p.m., Monday through Friday, or 9:00 a.m. and 3:00 p.m. Saturday. Sunday deliveries are strictly prohibited. If deliveries cannot be made during these times, special arrangements must be approved by the Board of Directors in advance.
- 13.9 Use of the service elevator in connection with construction in or remodeling of any Unit requiring use of the service elevator must be scheduled in advance with the Front Desk.
- 13.10 Protective padding must be used in the service elevator for all moving and bulky deliveries. The installation of the protective padding must be scheduled in advance at the Front Desk and the protective padding must be installed prior to any moving or bulky delivery.
- 13.11 In accordance with Fire and Safety Regulations, there shall be no smoking in elevators.
- 13.12 Children shall not be permitted to play in the elevators.
- 13.13 This rule was adopted under the provisions of *Md. Code Ann.*, Real Property Article, §11-111.

§14. EXTERMINATOR

- 14.1 Please contact the Front Desk should you need an exterminator.
- 14.2 Each Unit Owner and Tenant must inspect his or her Unit for, and immediately report to the Condominium management any pest infestation.

- 14.3 The management may inspect any Unit for pest infestation pursuant to §3 of these Rules and Regulations.
- 14.4 Any Unit with an infestation problem not reported will be entered by the Management with an exterminator, after proper notification. The Unit Owner and/or resident will then be responsible for any damage sustained and/or any charges. Such damage and/or charges shall be assessed against the Unit Owner, shall become a continuing lien against the Unit and the personal obligation of the Unit Owner pursuant to the Condominium's Documents, and shall be collected in the same manner as an assessment.
- 14.5 No resident shall create any condition which may increase the risk of pest infestation.
- 14.6 This rule was adopted under the provisions of *Md. Code Ann.*, Real Property Article, §11-111.

§15. FINES AND SANCTIONS

- 15.1 The Board of Directors, at its discretion, may, insofar as permitted by applicable statute, impose a sanction and/or assess a fine against a Unit Owner or a Tenant (pursuant to the provisions of any Lease or required Addendum to Lease), not to exceed \$500.00, for any violation of these Rules and Regulations or the Declaration or Bylaws by a Unit Owner, his or her guest(s), invitee(s), licensee(s), Lessee(s), Renter(s), Tenant(s), or resident(s) of his or her Unit. The Board of Directors may assess against a Unit Owner or a Tenant (pursuant to the provisions of any Lease or required Addendum to Lease) the cost of any damages caused by Unit Owners, their guests, invitees, licensees, Lessees, Renters, or residents of his or her Unit to the Common Areas.
- 15.2 At its discretion, the Board of Directors may suspend and withhold from a Unit owner or Tenant access to Common Element amenities, including but not limited to the use of the pool and pool area, community room and courtyards, and/or access to and use of the Association-owned Parking Units as a sanction for a violation of the Declaration, Bylaws, or Rules and Regulations, until such time as the violation is abated and the fine levied for such violation, if any, has been paid in full.
- 15.3 The Board of Directors, at its discretion, may revoke a Unit Owner's or Tenant's privilege to keep a pet if the Board should declare such a pet a nuisance. In determining whether a pet is a nuisance, the Board will consider, among other factors, the pet's behavior, noise, the pet owner's failure to clean up after the pet, and the size of the Unit.
- 15.4 Any sanction or penalty shall be levied in accordance with all procedures required by applicable statute or ordinance. In the event that a fine is levied in connection with a continuing violation of the Rules and Regulations, the Board of Directors may, at its discretion, levy an additional fine, not to exceed \$500.00, for each fifteen (15) days the violation remains uncorrected.
- 15.5 In order to impose a fine or sanction the Board of Directors must comply with the following procedures:

1. The Board of Directors must issue a written cease and desist notice, specifying the alleged violation and the action required to abate the violation.
 - a. In the case of a continuing violation, the Board of Directors must also set a date by which the violation must be abated. This date may be no less than ten (10) days from the date of notice.
 - b. For other violations, the notice must state that any further violation of the same Rule may result in the imposition of a fine or sanction.
 2. If within a twelve (12) month period, the same Rule is subsequently violated, the Board must schedule a hearing on the alleged violation. The Board of Directors must deliver a second notice specifying the alleged violation, the time and place of a hearing (which may not be less than ten (10) days from the date of the notice), an invitation to present evidence and make a statement, and the proposed sanction.
 3. At the hearing, the alleged violator may present evidence and witnesses and may cross-examine Board of Director's witnesses. The hearing must be held in executive session. The minutes of the meeting must contain a statement of the result and sanction imposed, if any.
 4. Notices required under this Rule shall be sent by first-class mail to the Unit Owner's current address as listed in the Condominium records.
 5. The Board's decision under the Fines and Sanctions Rule is appealable to the Courts; or, within ten (10) days from the date of the notice of the alleged violation, the alleged violator(s) may elect, by giving written notice to the Board of Directors, to have the dispute resolved pursuant to the binding arbitration program offered by the Maryland Attorney General's Office.
- 15.6 Any Unit Owner who fails to comply with the Declaration, By-laws or a decision under the Fines and Sanctions Rule may be sued by the Council of Unit Owners or by any individual Unit Owner in a Court of law.
- 15.7 This rule was adopted under the provisions of *Md. Code Ann.*, Real Property Article, §11-111.

§16. FLOORS

- 16.1 Each Unit Owner shall carpet at least 75% of the floor area comprising any Residential or Commercial Unit (exclusive of kitchen, bathrooms and entrance foyer) with carpeting material meeting all applicable fire code provisions and regulations so that neighbors in below or adjacent Units will not be disturbed.
- 16.2 This Rule does not apply to Townhouse or Pier Units.
- 16.3 This rule was adopted under the provisions of *Md. Code Ann.*, Real Property Article, §11-111.

§17. GROCERY CARTS

- 17.1 The grocery carts are maintained in the garage area for the convenience of all residents of the Condominium.
- 17.2 Users should be considerate of other residents and promptly return carts to the cart storage area in the garage.
- 17.3 Carts shall not be left in the hallways or elevators, nor kept in a Unit overnight.
- 17.4 This rule was adopted under the provisions of *Md. Code Ann.*, Real Property Article, §11-111.

§18. HVAC (HEATING, VENTILATING AND AIR CONDITIONING)

- 18.1 Access to HVAC units located on any roof of the building must be scheduled in advance with the Building Superintendent. Upon request, Unit Owners must submit a detailed written contract specifying all work and material for any maintenance, repair or replacement of any such HVAC unit.
- 18.2 Access to HVAC units located on any roof of the building will be permitted only from Monday through Friday between the hours of 8:30 a.m. and 5:00 p.m. In the case of an emergency, an exception must be obtained from the Property Manager or Building Superintendent.
- 18.3 All HVAC contractors performing any work in the Condominium must be currently licensed in the State of Maryland through the appropriate division of the Maryland State Department of Labor, Licensing, and Regulation.
- 18.4 A crane or other lift must be used for the replacement of any HVAC unit (including the delivery of any new unit and removal of any existing unit) located on any roof of the building. A 'dolly' with inflatable wheels must be used to transport HVAC units or any bulky parts while on the roof to minimize the possibility of damage to the roof.
- 18.5 Unit Owners are responsible for the cost to repair any damage done to the roof or any other portion of the premises caused by any inspection, maintenance, repair or replacement of any such HVAC unit. Any such cost shall be assessed against the Unit Owner, shall become a continuing lien against the Unit and shall constitute a personal obligation of the Unit Owner pursuant to the Condominium's Documents, and shall be collected in the same manner as an assessment.
- 18.6 Window air conditioners are prohibited, unless expressly authorized, in writing, by the Property Manager. Authorization for the temporary use of window air conditioners may be given, at the sole discretion of the Property Manager, in cases of HVAC failure while same is being repaired.

18.6 This rule was adopted under the provisions of *Md. Code Ann.*, Real Property Article, §11-111.

§19. INSURANCE

19.1 Each Unit Owner shall maintain a standard HO6 (or better) Condominium Owners Policy on his or her Residential Unit. The liability coverage limits provided by said policy shall be not less than three hundred thousand dollars (\$300,000.00).

19.2 Each Tenant (lessee) shall maintain a standard (or better) Renter's Insurance Policy, which provides both property damage and liability coverage for Tenant during the term of the Lease. The liability coverage limits provided by said policy shall be not less than three hundred thousand dollars (\$300,000.00).

19.3 A copy of the Declarations of each such insurance policy shall be submitted to the management agent by the Unit Owner and/or Tenant (if any), within thirty (30) days of having acquired title to the Unit or within thirty (30) days of the execution of any Lease.

19.4 This rule was adopted under the provisions of *Md. Code Ann.*, Real Property Article, §11-111.

§20. LIABILITY

20.1 Each Unit Owner or Tenant shall be liable for any damages to the shrubs, lawns, carpets, elevators, community room equipment or other Common Areas that they, their lessees, guests, residents, or pets of their Unit(s) cause, and for any violations of these Rules and Regulations for which they, their guests, or residents of their Units are responsible.

20.2 All property (including vehicles, keys, and all other items) left by or for a resident with the manager or employee of the Council will be received by such manager or employee as agent of the resident and not of the Council. The Council assumes no responsibility and is to be subject to no liability for any damage or loss of same or loss resulting from theft, misuse or misappropriation of same. The Council reserves the right to instruct its employees to refuse acceptance of any article at any time.

20.3 This rule was adopted under the provisions of *Md. Code Ann.*, Real Property Article, §11-111.

§21. NEWSPAPERS

21.1 Newspaper deliveries to the public corridors are allowed. They must be retrieved from the hallways within 24 hours.

21.2 Newspapers left in the hallways for more than 24 hours will be collected and held at the reception desk for a reasonable time, but not less than 24 hours. Proper arrangements must be made with the reception staff for newspapers to be held for more than one day. If prior request has not been made, they will be disposed of without recompense.

21.3 This rule was adopted under the provisions of *Md. Code Ann.*, Real Property Article, §11-111.

§22. NON-OWNER RESIDENTS, LEASES AND OCCUPANCY OF UNITS

22.1 All non-owner Residents and Tenants must be registered by the Unit Owner(s) of record with the Management Agent.

22.2 All non-owner Residents and Tenants must abide by all Rules and Regulations.

22.3 The occupancy of a Unit by a person other than a Unit Owner (or his or her immediate family), without the presence of the Unit Owner, shall be subject to a written Lease. Additionally, every Unit Owner who leases a Unit within the Condominium shall be required to execute an Addendum to Lease attached hereto as Exhibit A, and said Addendum to Lease shall serve as the standard lease form allowed by Section 8(A)(ii) of the Declaration. The Management Agent is required to keep a copy of a current lease at all times. All lessees must obtain a copy of these Rules and Regulations and the by-laws from the Unit Owner or Management Agent.

22.4 For any Unit being leased or any lease renewal occurring after the effective date of these Rules and Regulations, the Addendum to Lease (as may be amended from time to time) attached hereto as Exhibit A, shall be used by all Unit Owners in conjunction with all leases for the rental of their Unit(s). Said Addendum to Lease may be supplemented by provisions in the Lease desired by the Unit Owner so long as said provisions do not contradict or conflict with the Addendum to Lease, the Declaration, the Bylaws, these Rules and Regulations, Maryland or local law, or public policy.

22.5 Any Unit Owner who leases a Unit within the Condominium shall provide an Addendum to Lease to any real estate agent, management company or any other entity assisting in the rental or management of a Unit.

22.6 A copy of each Lease for a Unit, together with the Addendum to Lease, shall be fully executed by the Lessor(s) and Lessee(s) and shall be delivered to the Management Agent within thirty (30) days of the execution of the Lease.

22.7 Use of all Common Elements, facilities and amenities, including but not limited to use of the pool and pool area, community room, courtyards and the Association-owned Parking Units is appurtenant to each Residential Unit and the right to use all such Common Elements, facilities, amenities, and Association-owned Parking Units is assigned and transferred to the Tenant(s) or Lessee(s) of such Residential Unit. Non-resident Unit Owners may not use any Common Element, facility nor amenity, or Association-owned Parking Units, unless doing so as a guest of a resident, to inspect, maintain, or lease their Unit, or to attend Association events. The Condominium reserves the right to withhold from any Unit Owner or Tenant, and/or his family, guests, agents, licensees and invitees, access to and use of such Common Element facilities, amenities and/or the Association-owned Parking Units in the event that the Unit Owner or any Tenant is found not to have complied with any of the provisions of the Declaration, Bylaws, or Rules and Regulations of the Condominium.

- 22.8 No Unit Owner shall lease a Unit for transient or hotel purposes or for any period which is less than one year in duration or shall lease less than its entire Unit for any purpose.
- 22.9 Subject to all laws and ordinances, no more than six (6) persons (including children) shall occupy a three bedroom Unit, no more than four (4) persons (including children) shall occupy a two bedroom Unit and no more than two (2) persons (including children) shall occupy a one bedroom Unit.
- 22.10 No sublease of a Unit is permitted.
- 22.11 This rule was adopted under the provisions of *Md. Code Ann.*, Real Property Article, §11-111.

§23. PARKING

- 23.1 *Description.* The Fell Street Building garage contains 169 Parking Units, of which 20 are privately owned. The remaining 149 Parking Units in the Fell Street Building garage are owned by Belt's Landing, A Condominium, Inc. (hereinafter referred to as the "Association-owned Parking Units). The Pier Building garage contains 20 Parking Units, all of which are privately owned.
- 23.2 Subject to the provisions contained within these Rules and Regulations, parking privileges regarding the 149 Association-owned Parking Units are for the sole benefit of and are limited to residents living in the Fell Street Building and Pier Building. However, at its sole discretion, the Board of Directors may lease, on an annual basis (leases will not be pro rated for a partial year), no more than seventeen (17) of the 149 Association-owned Parking Units to occupants of slips of Belt's Wharf Landing Yacht Club.
- 23.3 Parking in the 149 Association-owned Parking Units is limited to no more than two (2) vehicles per Residential Unit, so long as space is available. Additionally, the Board of Directors, at its sole discretion, may lease on an annual basis (leases will not be pro rated for a partial year) additional Association-owned Parking Units to Residents of the Fell Street Building or the Pier Building for such Residents' sole use only. Use of such leased Parking Units is subject to the provisions of these Rules and Regulations.
- 23.4 Due to the limited number of Association-owned Parking Units, Residential Unit Owners or Tenants with privately owned Parking Units are encouraged to park in such individually owned Parking Unit(s) as a courtesy to their neighbors.
- 23.5 Privately owned Parking Units owned by the Owner of a Residential Unit must be subject to, and leased appurtenant to and with, any lease of such Residential Unit, unless leased pursuant to §23.6.
- 23.6 Privately owned Parking Units may be leased or rented to Residential Unit Owners or Tenants of Belt's Landing, A Condominium, Inc. or occupants of slips of Belt's Wharf Landing Yacht Club, Inc. (and to no other person or entity) for their sole use only.

- 23.7 Privately owned Parking Units may be sold or otherwise conveyed to Residential Unit Owners of Belt's Landing, A Condominium, Inc. or Owners of slips in Belt's Wharf Landing Yacht Club, Inc., and to no other person or entity.
- 23.8 No Owner or lessee of any privately owned Parking Unit shall allow any non-resident of Belt's Landing, A Condominium, Inc. to use said privately owned Parking Unit, except by guests while such guests are visiting in a Belt's Landing residence.
- 23.9 Guest parking is permitted in the Association-owned Parking Units at the request of a resident if adequate parking spaces are available. Residents will be given priority over guests. The resident requesting his or her guest(s) to be allowed to park in the garage must personally make arrangements with the Front Desk. The Guest must register his or her vehicle with the Front Desk, or the vehicle will be towed. Guest parking may not be permitted on holidays, subject to the discretion of the Board of Directors. The resident requesting his or her guest(s) to be allowed to park in the garage must personally advise said Guest of applicable Rules and Regulations, including Parking Rules and Regulations, and the resident is responsible for guest's compliance with the Rules and Regulations. Owners or Tenants of privately owned Parking Units may allow guests to park in their privately owned Parking Units. All guest vehicles parking in the garage, whether parking in Association-owned Parking Units or Private Parking Units, must display a valid temporary parking permit.
- 23.10 Guest parking is prohibited on New Year's Eve, 4th of July, Fell's Point Fun Festival, and other times as may be determined by the Board of Directors.
- 23.11 Non-resident Unit Owners are permitted to park in the Association-owned Parking Units only while present in his or her Residential Unit or while attending Condominium Association meetings and events.
- 23.12 Parking Unit number 52 shall be designated for mail/package pickup. Said Parking Unit may be occupied for no longer than ten minutes. Violators are subject to towing and/or other fines/sanctions.
- 23.13 Parking Unit number 51 shall be designated for short-term parking. Said Parking Unit number 51 may not be occupied for longer than three hours. Otherwise, the vehicle will be towed.
- 23.14 All vehicles parking in the garages , including residents, guests, visitors, contractors and all other vehicles, must register the vehicle(s) to be parked in the garages with the Front Desk. Residents must register their vehicles no later than seven (7) days after taking occupancy of their Unit, or acquiring a vehicle not yet registered. All others must register their vehicle(s) immediately upon entering the garage.
- 23.15 Residents parking a temporary substitute vehicle in the garages must obtain a temporary permit from the Front Desk or the vehicle will be towed.

- 23.16 All vehicles parked in the garage, including but not limited to guests and others, must display a valid Belt's Landing parking sticker or temporary parking permit, or the vehicle will be towed.
- 23.17 Any unauthorized vehicle parked in a privately owned Parking Unit is subject to towing only by the Owner or Tenant of such privately owned Parking Unit. The management and any employee or agent of Belt's Landing, A Condominium, Inc. have no authority to have any vehicle towed from a privately owned Parking Unit.
- 23.18 Any unauthorized vehicle, or vehicle in violation of these Parking Rules and Regulations, will be towed.
- 23.19 Vehicles must be parked within the confines of the line markers and not encroach on any part of another space or the vehicle will be towed.
- 23.20 All vehicles must be parked in a designated parking space or the vehicle will be towed.
- 23.21 Directional arrows painted on the floors of the garages must be followed.
- 23.22 All vehicles parked in the garages must bear current registration and license tags and be in operable condition.
- 23.23 No trailers, boats, or boat trailers may be parked in the garages, nor may any personal property, other than registered motor vehicles, be stored in the Common Areas of the garages or any Parking Unit.
- 23.24 No repairs or maintenance of any vehicle, other than those of an emergency nature which cannot reasonably be performed elsewhere, may be performed in the garages.
- 23.25 All costs involved in towing a vehicle are the responsibility of the vehicle's owner.
- 23.26 Except as provided in Sections 23.27, 23.28 and 23.29 herein, parking in Fell Alley is strictly prohibited. Any vehicle parked in Fell Alley, except vehicles parked pursuant to Sections 23.27, 23.28 and 23.29 herein, will be towed.
- 23.27 Residents may park briefly in Fell Alley to load and unload; however, any person doing so must immediately notify the Front Desk. Such vehicle(s) may not block passage for any other vehicle. Violators will be towed.
- 23.28 If it is absolutely necessary, Contractors may park in Fell Alley between 8:30 a.m and 5:00 p.m. only (this time period will be strictly enforced), if space is available, and at the sole discretion of the Front Desk. Contractor vehicles will not be allowed to park in the alley if space is available on the street. No vehicle may block the alley for ingress and egress to the Waterfront Promenade, Belt's Landing, or Harbor's Edge Condominiums at any time. Vehicles in violation will be towed. Any contractor wishing to park in Fell Alley must contact the Front Desk prior to parking in Fell Alley. Such contractor parking must be approved by the Front Desk and the vehicle must display a valid temporary parking permit.

23.29 Loading and unloading of vehicles at the water end of Fell Alley (adjacent to the Waterfront Promenade) is allowed; however, such vehicles may not park or be left unattended. Anyone violating this rule will be towed and/or have the privilege to load and unload revoked by the Board of Directors.

23.30 This rule was adopted under the provisions of *Md. Code Ann.*, Real Property Article, §11-111.

§24. PERSONAL PROPERTY

24.1 All personal property placed in any portion of the building shall be at the sole risk of the owner.

24.2 The building shall in no way be liable for loss, destruction, damage or theft of such personal property.

24.3 No item of personal property shall be placed or stored, either temporarily or permanently, in any Common Area, except as otherwise provided in these Rules and Regulations.

24.4 This rule was adopted under the provisions of *Md. Code Ann.*, Real Property Article, §11-111.

25. PETS

25.1 Two (2) or fewer dogs, and two (2) or fewer cats each may be kept within a Unit.

25.2 Such animal(s) shall not be kept, bred or maintained therein for any commercial purpose.

25.3 Pets shall not be permitted in the lobby, hallways, or other Common Elements of the Condominium unless accompanied by an adult.

25.4 Pets are not permitted in the courtyards, pool area, or Community Room at any time.

25.5 Owners shall exercise proper care and control of their animals, including keeping any animal in clean and sanitary conditions and controlling excessive barking, to prevent any pet from becoming a nuisance.

25.6 All pets shall be carried, or controlled by a leash, or otherwise at all times while on the Condominium property, including entering and leaving the building.

25.7 Any Unit Owner or resident who keeps or maintains a pet upon any portion of the Condominium shall be deemed to have indemnified and agreed to hold the Council, each of the other Unit Owners and management free and harmless from any loss, claim or liability of any kind arising by reason of keeping or maintaining such a pet within the Condominium.

25.8 All pets shall be registered with the Front Desk.

- 25.9 All pets shall be licensed (if required by law) and inoculated as required by law.
- 25.10 The pet owner will be held responsible for all costs resulting from damage by his or her pet(s) to Common Areas, including but not limited to refurbishing or replacement of floors or carpets in the elevators or lobby and/or replacement of plants in the gardens.
- 25.11 A Unit Owner's or Resident's privilege to keep a pet can be revoked by the Board of Director's if the Board should declare such a pet a nuisance. In determining whether a pet is a nuisance, the Board will consider, among other factors, the pet's behavior, noise, the pet owner's failure to clean up after the pet, and the size of the Unit.
- 25.12 In addition to the foregoing pet rules of the Condominium, Unit Owners and residents should be aware of a Baltimore City ordinance which holds animal owners responsible for the removal of excrement deposited by their animals on Common Areas outside the Condominium, including public walks, recreation areas and private property. This ordinance requires thorough removal of excrement to prevent odors, bacterial growth and rodents.
- 25.13 Residents must comply with any laws and/or ordinances regarding pets.
- 25.14 This rule was adopted under the provisions of *Md. Code Ann.*, Real Property Article, §11-111.

§26. PROHIBITED ACTIVITIES

- 26.1 No resident of the Condominium shall send any employee of the Condominium out of the building on any private business during employee's scheduled working hours.
- 26.2 All residents shall refrain from any act or use of the Unit or Common Areas which could reasonably cause danger, embarrassment, discomfort, annoyance, or nuisance to other residents or to the staff.
- 26.3 Each Unit Owner or Resident shall maintain his/her Unit to be in compliance with all Health, Zoning, Building, Fire, Related Codes, and all other Codes of Baltimore City.
- 26.4 No Unit Owner or resident shall allow his or her Unit, storage room or locker to become so full and cluttered with belongings as to cause a fire hazard or unsanitary condition. Hoarding is strictly prohibited.
- 26.5 All residents shall refrain from any act or use of the Unit or Common Areas which could result in the cancellation of any Condominium insurance.
- 26.6 No Unit shall be used for storage of any dangerous substance that would increase risk or hazard to the building or might increase the insurance premium for the building.
- 26.7 No noxious or offensive trade or activity shall be carried on upon the property, nor shall anything be done upon the property which may be or become a violation of any health,

fire, police, or other governmental law, rule, regulation, or ordinance, or a nuisance or annoyance to the Unit Owners or neighborhood.

- 26.8 No offensive odor shall be permitted to emanate from any Unit, and nothing shall be done so as to render any Unit or portion thereof unsanitary, unsightly, unreasonably offensive, detrimental, or a nuisance to any other owner or resident. Owners must maintain their Units in a sanitary condition.
- 26.9 No resident shall create any condition which may increase the risk of pest infestation.
- 26.10 Window air conditioners are prohibited, unless expressly authorized, in writing, by the Property Manager. Authorization for the temporary use of window air conditioners may be given, at the sole discretion of the Property Manager, in cases of HVAC failure while same is being repaired.
- 26.11 No Unit shall be devoted to any use other than as a residence.
- 26.12 No Unit shall be devoted to a use which is a principal use (as that term is used in the provision of the Zoning Ordinance of Baltimore City) other than that of a single family dwelling (as that term is defined by the provisions of such ordinance), or shall constitute more than one dwelling, or shall be used as a residence at any one time by more than one family, or shall be used in any manner not permitted by applicable zoning and other laws and regulations.
- 26.13 Unlawful activities are not permitted in any Unit.
- 26.14 All laws of all governmental bodies having jurisdiction shall be observed.
- 26.15 This rule was adopted under the provisions of *Md. Code Ann.*, Real Property Article, §11-111.

§27. ROSTER OF UNIT OWNERS

- 27.1 The Council of Unit Owners shall maintain a current roster of names and addresses of each Unit Owner to which notice of meetings of the Council of Unit Owners and the Board of Directors shall be sent.
- 27.2 Each Unit Owner shall furnish the Council of Unit Owners with his or her name and current mailing address, phone number and email address in writing by delivering same to the Management Agent within ten (10) days of settlement, or as soon as possible. A Unit Owner may not vote at meetings of the Council of Unit Owners until this information is furnished.
- 27.3 Each Unit Owner is required to provide the Condominium with his or her current mailing address, telephone number, and email address and must notify the Condominium in writing to the Condominium's managing agent of any change in the Unit Owner's address within ten (10) days. The Unit Owner shall be available to address emergency situations that require immediate attention that may arise in his or her Unit, or designate an

individual/company to do so. If the Unit Owner shall so designate an individual/company to be contacted in the event of emergency situations that require immediate attention, the Unit Owner shall file a current Power of Attorney, Management Contract, or other suitable evidence of compliance with this requirement, along with the name, address and telephone number of the designated individual/company, by delivering such to the Condominium's management agent within ten (10) days of the execution of any Lease of his or her Unit.

27.3 This rule was adopted under the provisions of *Md. Code Ann.*, Real Property Article, §11-111.

§28. SALES OF UNITS

28.1 In order to provide an orderly procedure in the case of title transfers, and to assist in the maintenance of an up to date roster of Unit Owners, each Unit Owner is asked to give the property manager of the condominium (or his/her designee) timely notice of the Unit Owner's intent to list the Unit for sale, as well as the name, address, and telephone number of the real estate agency and the real estate agent handling the sale/transfer, if any.

28.2 The Unit Owner also must provide the current Rules and Regulations to the selling agent or buyer.

28.3 Upon sale of a Unit, the buyer must furnish the Council of Unit Owners with his or her name and current mailing address in writing by delivering same to the Management Agent within ten (10) days of settlement, or as soon as possible.

28.4 This rule was adopted under the provisions of *Md. Code Ann.*, Real Property Article, §11-111.

§29. STORAGE LOCKERS AND STORAGE ROOMS

29.1 The ownership or usage of any storage locker or storage room must be appurtenant to a Residential Unit.

29.2 No storage locker or storage room shall be sold, leased, otherwise conveyed or used by anyone other than a Belt's Landing, A Condominium, Inc. Residential Unit Owner who resides in the Unit or his or her lessee who resides in the Unit.

29.3 Ownership or use of any storage room or storage locker by any person or entity other than a resident of the Condominium is strictly prohibited.

29.4 Residents shall maintain any storage locker assigned to them in a neat, orderly and sanitary manner and shall not store therein any dangerous, flammable or noxious material, and will remove any article deemed inappropriate by the Board or property manager immediately upon written notice from same.

- 29.5 Any storage rooms maintained by the Condominium for rental shall be rented or otherwise used by current residents of the Condominium only.
- 29.6 Upon transfer of ownership to a storage room, the current Unit Owner or Tenant must furnish the Council of Unit Owners with his or her name and Unit in writing by delivering same to the Management Agent within ten (10) days of settlement or execution of a lease, or as soon as possible.
- 29.7 This rule was adopted under the provisions of *Md. Code Ann.*, Real Property Article, §11-111.

§30. SWIMMING POOL

- 30.1 Unless the Board of Directors determines otherwise, each year the pool shall be open for the period from Memorial Day through Labor Day.
- 30.2 Use of the swimming pool and pool area is for the use of the residents of the Fell Street Building only, subject to the provisions of §§7.13, 30.8 and 30.31 hereof. No Unit Owner may use the swimming pool or pool area if his/her Unit is rented or leased, unless visiting as a guest of a current resident.
- 30.3 Residents may schedule parties at the pool and pool area after 5:00 p.m. at the discretion of the Board of Directors, but must share the pool and pool area with other Residents and pool members. As required by §30.6, a lifeguard must be on duty at all times while persons are within the pool area. Residents approved for parties must make arrangements with the lifeguard to stay after hours if needed. At the time of scheduling, a refundable security deposit of \$250.00 must be tendered as a deposit against any damages. Cost for damages that exceeds \$250.00 will be billed to the Unit Owner.
- 30.4 Unless otherwise posted in the pool area, the pool shall be open during that period 7 days a week during the hours defined by the Board of Directors.
- 30.5 No individual shall be within the pool area unless a lifeguard is on duty.
- 30.6 The Board of Directors may impose reasonable requirements upon the use of the pool area, including requiring all residents who wish to use that area to secure photo-ID cards from the Front Desk at designated times prior to such use.
- 30.7 All residents and guests must sign the register maintained by the Lifeguard upon entering the pool area.
- 30.8 Residents are limited to two guests at the same time (per Residential Unit) within the pool area, unless otherwise permitted at the discretion of the lifeguard. Residents will be given priority for the use of chairs in the event the pool area is crowded.
- 30.9 Residents are responsible for their guests at all times and must accompany them while they are using the pool area.

- 30.10 Smoking is not permitted in the pool area.
- 30.11 Balls, inner tubes, large surf mats are allowed only at the discretion of the lifeguard on duty.
- 30.12 Wood, metal or hard plastic toys are not permitted in the pool area.
- 30.13 Chairs may not be reserved. A person using a chair may hold that chair for no more than twenty (20) minutes by placing a personal possession on it.
- 30.14 Glassware of any kind is not permitted in the pool area.
- 30.15 Children under 15 years of age must be accompanied by an adult at all times.
- 30.16 Children under the age of 14 are not permitted to use the Jacuzzi at any time.
- 30.17 Children who are not toilet trained must wear appropriate spillage-proofed diapers in the pool.
- 30.18 Play pens are not allowed in the pool area.
- 30.19 Persons having communicable diseases or skin infections are not permitted to use the pool or the Jacuzzi.
- 30.20 Diving, pushing, dunking in the water, ball throwing, and rough play are prohibited in the pool area.
- 30.21 Running is prohibited in the pool area.
- 30.22 Towels or other items shall not be hung over the fence or railings.
- 30.23 Portable radios and TV's may be used only with a headset or played at a volume so as not to disturb others.
- 30.24 No person shall litter the pool area and trash must be disposed of in the containers provided.
- 30.25 The Association will not be responsible for any accident or injury arising from the use of the pool facilities.
- 30.26 All injuries must be reported to the Front Desk and the Lifeguard.
- 30.27 The lifeguard shall clear the pool one time each hour for a 10 minute period.
- 30.28 All instructions of the building management and/or Lifeguard must be followed.
- 30.29 The telephone in the pool area may be used by the lifeguard only for the purpose of addressing an emergency situation, and may not be used by any other individual.

- 30.30 The building management and/or lifeguard have complete charge at all times and have full authority to order out of the pool area anyone not complying with the Rules or creating a disturbance.
- 30.31 No Pier Unit Owner, Pier Unit Resident, or their Guests is/are permitted in the pool and pool area at any time, unless such Pier Unit Owner elects to contract with the Council pursuant to Section 12(A)(iv) of the Declaration, except to attend functions of the Belt's Wharf Landing Yacht Club.
- 30.32 In addition to any other sanction available under these Rules and Regulations, individuals who fail to comply with the pool area rules may be required to leave the pool area and/or may be subject to the revocation of their use of the pool and pool area.
- 30.33 This rule was adopted under the provisions of *Md. Code Ann.*, Real Property Article, §11-111.

§31. TRASH

- 31.1 Trash chutes are maintained on each floor and residents must deposit household trash tied in plastic bags in these chutes.
- 31.2 Residents of the Townhouse Units (Units 936, 938, 940, 942, 944, 946, 948 and 950) must deposit household trash in the bin in the trash room located in the hallway adjacent to the service elevator or taken to the dumpsters in the garage.
- 31.3 Household trash may not be placed in the garage trash cans, nor any other Common Area trash cans.
- 31.4 Under no circumstances, or for any period of time whatsoever, may any trash or other debris be placed or left in any Common Area, including but not limited to the garage, pool area Community Room, lobby, mail room, yacht club deck, floors, hallways, the Fell Alley Courtyard, or Fell Alley.
- 31.5 Recycling is required in accordance with the current Baltimore City Recycling Policy. Recyclable items (newspapers, glass, plastic, aluminum, etc.) must be placed in the appropriate recycling area of each trash room.
- 31.6 Oversized cartons shall be stacked neatly in designated bulk trash area located on the lower level of the Fell Street Garage.
- 31.7 Appropriate garbage shall be disposed of in the garbage disposal provided in each Unit to minimize odors.
- 31.8 Fabric of any kind, small appliances, broom or mop handles, wire of any kind, including clothes hangers, wood, and any construction material shall not be deposited in the trash chute. Such items shall be placed in plastic bags separate from other trash and left

adjacent to the trash chute for disposal by housekeeping staff, or taken to the appropriate dumpsters or bulk trash area in the Fell Street Garage.

- 31.9 Construction debris or large amounts of bulk trash may not be placed in the trash chutes or bulk trash area. Unit Owners must arrange for the removal of all construction debris.
- 31.10 Residents shall instruct their guests and/or domestic employees as to the proper disposal of all trash, garbage, and recyclables.
- 31.11 This rule was adopted under the provisions of *Md. Code Ann.*, Real Property Article, §11-111.

§32. VACANT UNITS

- 32.1 At such times as a Unit shall become vacant and available for rent or sale, the Board of Directors may inspect said Unit pursuant to §3 hereof to insure that basic sanitary, safety and security conditions have been observed. The Board or Management Agent shall provide reasonable notice of not less than forty-eight (48) hours prior to conducting the inspection of the Unit.
- 32.2 Water supplies to washer and ice maker must be turned off if Unit is vacant for more than two (2) weeks.
- 32.3 To prevent freezing of any water in any pipe, plumbing fixture or other facility in the Condominium, each Residential and Commercial Unit Owner, at his or her own expense, shall maintain the temperature inside his or her Unit at not less than fifty-five (55) degrees Fahrenheit from October 13 to April 30 each year, pursuant to §11. E. of the Second Amended and Restated Declaration. (Note, this requirement applies to all Units, except Parking Units, whether such Unit is occupied or vacant.)
- 32.4 Electrical Service may not be disconnected at any time.
- 32.5 This rule was adopted under the provisions of *Md. Code Ann.*, Real Property Article, §11-111.

§33. WATER HEATERS

- 33.1 Each Unit Owner shall maintain the water heater located in his/her Unit in good condition.
- 33.2 Water heaters (tankless water heaters excluded) must be replaced every ten years or sooner.
- 33.3 Each Unit Owner shall be required to maintain documentation of installation, age, and service to his/her water heater. Failing to do so may result in the Unit Owner being required to replace his/her water heater immediately.
- 33.4 Each Unit Owner must allow entry into his/her Unit pursuant to §3 hereof for inspection of said water heater on an annual basis by the management agent (or his/her designee).

- 33.5 Except to the extent that any damage is covered under the provisions of the insurance policies maintained by the Condominium, all costs to repair any damage to the Common Elements or any Unit due to failure of the Unit Owner to maintain his/her water heater in good condition or replace such water heater within ten years shall be assessed against the Unit Owner, shall become a continuing lien against the Unit and the personal obligation of the Unit Owner pursuant to the Condominium's Documents, and shall be collected in the same manner as an assessment.
- 33.6 This rule was adopted under the provisions of *Md. Code Ann.*, Real Property Article, §11-111.

Exhibit A

ADDENDUM TO LEASE

THIS ADDENDUM TO LEASE is to that certain lease dated _____ (“Lease”) for those premises known as Unit _____ with an address of 960 Fell Street, Baltimore, Maryland 21231 (the “Unit”) in Belt’s Landing, A Condominium, Inc. (the “Condominium”), Baltimore City, Maryland, and is made this _____ day of _____, 2____, by and between _____, owner(s) of the Unit (hereinafter called “Landlord”) and _____ (the “Tenant”), who comprise all of the Tenants leasing the above-referenced Unit in the Condominium.

WITNESSETH that the Landlord and the Tenant covenant and agree as follows:

1. The premises which are the subject of the Lease are located within Belt’s Landing, A Condominium, Inc. Community. The Condominium is an intended Third Party Beneficiary hereof.
2. The Lease is subject to and must be consistent with the provisions of the Condominium’s Documents (Declaration and Bylaws) together with any and all exhibits, schedules, or certificates thereto, and the Rules and Regulations of the Condominium, as the same may be amended from time to time. In the event of any inconsistency between the Lease and the provisions of the Condominium’s Documents, Rules and Regulations, or this Addendum, the provisions of the Condominium’s Documents, Rules and Regulations, or this Addendum shall prevail, in that order.
3. The Lease grants Tenant a leasehold estate interest in the Unit. Landlord retains all membership rights in the Condominium including without limitation, the right to vote. The right of Tenant to use and occupy the premises shall be subject and subordinate in all respect to Landlord’s right to do the same, pursuant to the provisions of the Declaration and Bylaws, and such Rules and Regulations, subject to the provisions of Paragraph 6(b)(iii), hereof.
4. Tenant acknowledges receipt of a copy of the Declaration, the Bylaws, and the Rules and Regulations of the Condominium. Tenant agrees to abide by and comply with all provisions of the Declaration, Bylaws, and Rules and Regulations. Tenant further acknowledges that Tenant’s failure to abide by and comply with all provisions of the Declaration, Bylaws, and/or the Rules and Regulations shall constitute a material breach of the Lease. Tenant shall control the conduct of his family, guests, agents, licensees and invitees to assure compliance with the foregoing and shall indemnify and hold the Condominium harmless from any direct or indirect damages for any such person’s failure to so comply.
5. Tenant agrees to inspect the Unit for, and to immediately notify the Condominium management and the Landlord of, any fire, water, wall, ceiling, floor, window, door, skylight, chimney, roof, water heater, or plumbing fixture damage or malfunction, and the like.
6. **Condition of Premises; Repairs; Use of Premises.**
 - a. The premises are hereby acknowledged to be in a condition permitting habitation with reasonable safety and Tenant accepts said premises in such condition. Tenant agrees to keep the premises in a good, safe and clean condition; to make no alterations, additions, or changes in

the said premises or the fixtures thereof (nor to permit such to occur) without the written consent of the Landlord and the Board; to commit no waste thereon; to obey all laws, ordinances, and the Declaration, Bylaws, and Rules and Regulations affecting the premises; anything that will increase the cost of the Condominium's or the Landlord's policy or policies of insurance, including without limitation, flood, fire, liability and/or hazard loss insurance coverage; and to surrender the premises at the termination hereof in like condition as when taken, reasonable wear and tear excepted.

b. In addition to the foregoing, Tenant specifically agrees that the use of the premises shall conform to the following:

i. **Right of Access.** The Board or its authorized designee, on behalf of the Condominium, shall have an irrevocable right and an easement to enter Unit to inspect the same and/or make repairs when such inspection or repairs reasonably appear necessary for public safety or to prevent damage to other Units or the Common Elements, or to enforce the provisions of the Declaration, Bylaws, and Rules and Regulations of the Condominium. Except in cases involving manifest danger to public safety or property (in which case entry may be effected immediately), the Board or its authorized designee, shall give at least twenty-four (24) hours notice to the Unit Owner and/or Tenant of any Unit to be entered for the purpose of inspection and/or repairs. Should any Unit Owner or Tenant, after being given notice, fail to allow access to his or her Unit for inspection and/or the performance of repairs, the Board, or its authorized designee, may affect such needed access at the Tenant's or Owner's expense. An entry by the Board or its authorized designee, on behalf of the Condominium, for the purpose specified in this section shall not be considered a trespass. Any cost of effecting access and any maintenance, repair or replacement made by the Board or its authorized designee to a Unit shall be assessed against the Owner of the Unit, shall become a continuing lien against the Unit and the personal obligation of the Owner pursuant to the Condominium's Documents, and shall be collected in the same manner as an assessment.

ii. **Assignment and Subleasing.** Tenant agrees and covenants not to assign, sublet, or transfer said premises. Any such assignment, subletting or transfer of said premises shall be null and void and shall constitute a material breach of the lease.

iii. **Use of Common Elements.** The Landlord hereby transfers and assigns to the Tenant for the term of the Lease any and all rights and privileges that the Landlord has to use the Common Elements of the condominium, including but not limited to the use of the pool and pool area, community room and courtyards, and the Association-owned Parking Units (as defined and governed by the Rules and Regulations of the Condominium). Landlord and Tenant acknowledge that the Condominium reserves the right to withhold from Tenant access to Common Element amenities and/or access to the Association-owned Parking Units (as defined and governed by the Rules and Regulations of the Condominium) in the event that Tenant or Landlord is found not to have complied with any of the provisions of the Declaration, Bylaws, or Rules and Regulations of the Condominium.

iv. **Remedies of the Condominium.** Landlord and Tenant acknowledge and agree that the Condominium is the Third Party Beneficiary of the Lease and this Addendum to Lease and that the Board shall, after thirty (30) days written notice to Landlord, have the power and authority to terminate the Lease as if it were the Landlord, or to bring legal proceedings to evict the Tenant in the name of the Landlord, in the event of a default by the Tenant in the performance of any provisions of the Lease or of this Addendum to Lease or the Declaration,

Bylaws, and Rules and Regulations of the Condominium. Landlord hereby appoints the Condominium and its agents as his or her attorney-in-fact to take all actions it deems appropriate on his or her behalf. All costs and attorney's fees incurred by the Condominium to evict the Tenant will be assessed against the Unit and the Unit Owner thereof.

v. **Private Garnishment Right.** Landlord and Tenant acknowledge and agree that it is the responsibility of the Landlord to pay all Condominium assessments and charges levied against the Unit herein leased, or Unit Owner thereof, in accordance with the Condominium Documents or the Rules and Regulations. In the event of non-payment of Condominium assessments or other charges by Landlord, the Condominium, or its authorized agent, is hereby authorized by Landlord to collect all delinquent assessments and other charges directly from Tenant and Tenant is hereby granted by Landlord the right to deduct such amounts paid to the Condominium from the rental due Landlord. In no event shall Tenant be required to pay the Condominium more than the amount of rent due to Landlord by Tenant in a given month, but Tenant is hereby required to pay all of the rent due to Landlord to the Condominium each month until the total amount due to the Condominium is paid.

vi. **Binding Effect.** It is mutually understood and agreed that all the covenants and agreements contained in this Addendum to Lease shall be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns of the Landlord, Tenant and the Condominium. Further, the parties agree that all the covenants and agreements contained in this Addendum to Lease shall be deemed to be part of the Lease itself and incorporated entirely within the Lease as if included therein originally. Further, the parties agree that, in case of conflict between the Lease and this Addendum to Lease, the Addendum to Lease shall prevail. Further, the parties agree that the singular shall include the plural and the male gender shall include the female, or both male and female, whenever the context shall so require. In the event that two or more persons or entities are listed above as Tenants, the liability of such persons or entities shall be joint and several.

vii. **Severability.** Should any clause, sentence, or paragraph of this Addendum to Lease violate any law, ordinance, or constitution hereto, the clause, sentence, or paragraph shall be null and void. However, in the event of such an invalid clause, sentence, or paragraph, the remainder of the clauses, sentences, or paragraphs of this Addendum to Lease shall continue in full force and effect, as if such invalid clause, sentence, or paragraph had not originally have been included herein. The captions at the beginning of each paragraph of this Addendum to Lease are for reference purposes only and are not intended to define, limit, affect, or supplement any provisions of this Agreement.

ix. **Default.** It is understood and agreed that this Addendum to Lease is and shall be subject in all respects to the Declaration, Bylaws, and Rules and Regulations of the Condominium. And that failure by Tenant to conform with the foregoing shall constitute a default under this Addendum to Lease which may be cured by Landlord in the manner set forth in the Lease and which further may be cured by the Condominium in the manner set forth in Paragraph 6(b)(v) hereof.

7. Tenant acknowledges that Tenant is required to obtain and maintain a renter's insurance policy which provides that both property damage and liability coverage for Tenant during the entire term of the Lease. The liability coverage limits provided by said policy shall be not less than three hundred thousand dollars (\$300,000.00). Tenant shall provide Landlord with a certificate of insurance or copy of the declarations sheet evidencing compliance with this section. Failure by a Tenant to obtain and maintain such renter's insurance will be deemed a material

breach of the Lease. Landlord acknowledges and states for the benefit of the Condominium that Landlord is responsible for ensuring that the Tenant obtains and maintains the proper renter's insurance policy referenced above. In the event that Tenant fails to obtain and maintain a renter's insurance policy, the Landlord acknowledges that he or she is personally liable for any damage which is not covered by the Condominium's master casualty insurance policy or Landlord's insurance policy. In addition, Landlord acknowledges and states for the benefit of the Condominium that in the event of an insured loss to a Unit or Common Element under the Condominium's master casualty insurance policy, if the loss originates in the Unit, then the deductible amount of five thousand dollars (\$5,000.00) or such greater amount as may be permitted from time to time by the Maryland Condominium Act shall be paid by Landlord without regard to negligence of the Landlord or his or her Tenant, guest or invitee. The cost of said deductible shall constitute a lien upon the Unit and collected in the same manner as an assessment. Landlord and Tenant acknowledge and agree that in the event of an insured loss under the Condominium's master insurance policy caused by the negligence or willful misconduct of Tenant, the insurance carrier has the ability and the right to subrogate any and all claims against the Tenant.

8. Landlord and Tenant state for the benefit of the Condominium that there shall be no other Tenants or occupants of the premises except as named in the Lease and this Addendum to Lease. Landlord and Tenant acknowledge that the number of persons in the proposed Tenant household shall not be greater than is permitted by either the Condominium's Documents and Rules and Regulations, the Lease, or the local occupancy requirements, or the lesser thereof.

9. Landlord acknowledges that Landlord is required to provide the Condominium with the Landlord's current mailing address and telephone number, and must notify the Condominium in writing to the Condominium's managing agent of any change in the Landlord's address within ten (10) days. Landlord shall be available to address emergency situations that require immediate attention that may arise in the Unit, or designate an individual/company to do so. If Landlord has designated an individual/company to be contacted in the event of emergency situations that require immediate attention, Landlord shall file a current Power of Attorney, Management Contract, or other suitable evidence of compliance with this requirement, along with the name, address and telephone number of the designated individual/company, by delivering a such to the Condominium's management agent within thirty (30) days of the execution of the Lease.

10. Landlord and Tenant agree that Landlord shall provide a copy of the Lease, Addendum to Lease, and Tenant's Certificate of Insurance or declarations sheet to the condominium by delivering a copy of each to the Condominium's managing agent within thirty (30) days of the execution of the Lease.

11. The Lease and this Addendum to Lease shall be governed and construed in accordance with the laws of the State of Maryland.

12. LANDLORD AND TENANT HEREBY ACKNOWLEDGE THAT THEY WERE ADVISED AND AFFORDED AN OPPORTUNITY TO SEEK THE ADVICE OF LEGAL COUNSEL PRIOR TO EXECUTING THIS ADDENDUM TO LEASE.

13. THIS ADDENDUM TO LEASE IS NOT INTENDED TO RESTRICT LANDLORD AND TENANT FROM INCORPORATING INTO THE LEASE ANY PROVISIONS TO WHICH THEY MAY AGREE SO LONG AS SUCH PROVISIONS DO NOT CONFLICT WITH PROVISIONS WHICH ARE INCLUDED IN THIS ADDENDUM TO

LEASE PROTECTING THE RIGHTS OF THE CONDOMINIUM, OR THE
CONDOMINIUM'S DECLARATION, THE BY-LAWS, RULES AND REGULATIONS,
MARYLAND OR LOCAL LAW, AND ARE NOT CONTRARY TO PUBLIC POLICY.

IN WITNESS WHEREOF, and as for the date and year first hereinabove written, if the
parties hereto have set their respective hands and seals to separate counterparts of this Addendum
to Lease, all of which shall constitute an original.

IN WITNESS WHEREOF, and as for the date and year first hereinabove written, the parties
hereto have set their respective hands and seals hereto.

Witness

Landlord (SEAL)

Address

Witness

Tenant (SEAL)

Address