

Residents' Handbook



Council of Unit Owners

Rock Creek Gardens Condominium

Silver Spring, Maryland

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ROCK CREEK GARDENS CONDOMINIUM
Silver Spring, Maryland
Community Contact Information

Mail	Internet	Telephone Number(s)
On-site Office		
Rock Creek Gardens 2224-A Washington Ave. Silver Spring, MD 20910	Website: www.rcgardens.com Owner's portal: https://portal.abarisrealty.com Listserv: rcgcondos@googlegroups.com	301-587-2130 301-421-4530 (24-hr Emergency) M-W-T-F 8:30 a.m. – 4:30 p.m. Tues: Noon – 8 p.m.
Management Agent		
Abaris Realty, Inc 7811 Montrose Rd. #110. Potomac, MD 20854	www.abarisrealty.com Billing inquiries: billingdept@abarisrealty.com Maintenance requests: https://portal.abaris.com	Office: 301-468-8919 (24 hours) Fax: 301-468-0983
Bulk Hauling (Furniture, appliances, other items that can't be placed in the trash containers)		
Nate's Hauling Service, LLC	nateshauling@yahoo.com	240-472-9935
Insurance Agent (master policy)		
Associated Insurance Management 1300 Spring St. Suite 300 Silver Spring, MD 20910 RCG contact: Barbara Reynolds	https://www.aimcommercial.com/	301-587-4200 (office)
Towing Contractor		
Diversified Towing 1257 Parklawn Dr. Rockville, MD 20852	None	301-881-8035
Appliance Repair Service		
DMV Discount Appliance Repair 1150 Ripley St Silver Spring, MD 20904		301-232-1522
A-1 TV Sales & Service 2141 Industrial Pkwy. #102 Silver Spring, MD 20910	a1tv20904@gmail.com www.a1tvservicemddc.com	301-593-7676
Montgomery County		
101 Monroe St. Rockville, MD 20850	www.montgomerycountymd.gov	All emergencies: 911 Non-emergency info: --All Departments: 311 Crisis Center: 240-777-4000 Police non-emergency: --301-279-8000 Fire non-emergency: -- 240-683-6520 Ride-on Bus --240-777-7433 Poison Control --800-222-1222
Hospitals		
Holy Cross Hospital, Silver Spring	www.holycrosshealth.org	301-754-7000 (Main) 301-754-7500 (Emergency)
Suburban Hospital, Bethesda	www.suburbanhospital.org	Main: 301-896-3880 Emergency: 301-896-3100

Transportation		
Mail	Internet	Telephone Number(s)
Bus and rail transit	www.wmata.com	Information: 202-637-7000 Customer Service: 202-637-1328
Commuter rail	www.mta.maryland.gov/marc-train	866-743-3682
Ride-on bus	www.rideonrealtime.com	240-777-0311
Taxi	www.barwoodtaxi.com	301-984-1900
Utilities		
Communications COMCAST (voice/internet/TV) DirecTV (internet/TV) Verizon FiOS (voice/internet/TV)	www.comcast.com www.directv.com www.verizon.com	301-424-4400 888-777-2454 800-837-4966
Electric Power: Potomac Electric Power Co. (PEPCO)	www.pepco.com	Information: 202-872-2000 Customer Svc: 202-833-7500 Outage Reports: 877-737-2662 Emergencies: 877-737-2662
Water & Sewer: Washington Suburban Sanitary Commission (WSSC)	www.wsscwater.com	Main: 301-206-9772 Emergencies: 301-206-4002
Nearby Businesses		
Fitness Center: Rock Creek Sports Club 8325 Grubb Rd.	www.rockcreeksportsclub.com	301-587-4447
Grocery Store Corner Market & Pharmacy 8309 Grubb Rd.	https://www.cornermarketrockcreek.com/	301-200-8472
Paint and Painting Supplies: Sherwin-Williams 8301 Grubb Rd.	www.sherwin-williams.com	301-588-3621
Personal Care: Fiona Nail Lounge 8311 Grubb Rd.		301-587-5800
Restaurant (Asian): Red Maple 8315 Grubb Rd.	www.redmaplesilverpring.com	Main: 301-608-2655 Fax: 301-608-2656
Restaurant (Casual): The Daily Dish 8301 Grubb Rd.	www.thedailydishrestaurant.com	301-558-6300
Restaurant (Deli): Parkway Deli 8317 Grubb Rd.	www.theparkwaydeli.com	Main: 301-587-1427 Fax: 301-587-2675
Valet/Dry Cleaner: Rock Creek Valet 8321 Grubb Rd.		301-585-5222
Veterinarian: Family Pet Veterinary Practice 8313 Grubb Rd.	www.familypetvetpractice.com	301-448-1382

Welcome Message

Welcome to Rock Creek Gardens, in Silver Spring, Maryland, one of the most attractive, aesthetically appealing, and conveniently located condominium communities in the immediate Washington, DC, area. This handbook has been prepared as a handy guide to help residents get the most out of our unique community. It is formatted not only for online viewing with extensive hyperlinks but is also “printer friendly” for those who prefer a printed document.

Condominium living is unique in that it combines the benefits of private home ownership with the comfort and convenience of professional management of the buildings, grounds, and physical infrastructure that make up the community. Unlike owners of single-family homes, condominium owners get to enjoy ownership of their [units](#) without having to cut grass, trim trees, shovel snow, or repair driveways.



units at any time.

Renters are full members of the community, are entitled to the use of the general common elements, and may serve on [operating committees](#) on the same basis as unit owners. On the other hand, and as part of each lease agreement, renters are also subject to the [bylaws, rules, and regulations](#) of the community, also on the same basis as unit owners.

Although living at Rock Creek Gardens offers all the conveniences of living in a single-family home—and usually access to more amenities—condominium living also carries with it certain rights and responsibilities, both expressed and implied. Foremost among these is the right of each resident, whether owner or renter, to the peaceful enjoyment of his or her own unit and, conversely, the obligation of each resident to abide by the bylaws and community rules in furtherance of the peaceful enjoyment principle.

Beyond formal community rules, however, the condominium concept relies on mutual respect between and among residents and the use of common sense and good judgment in going about daily activities, whether within each dwelling unit or in the general common elements. To that end, this publication has been prepared to assist residents in understanding how Rock Creek Gardens operates and how it is governed. This booklet also explains the respective roles and responsibilities of the governing board, property management, and residents in ensuring the continued peaceful enjoyment of all who choose to live in this community.

All of us at Rock Creek Gardens hope your time as a community member—whether as an owner or renter—is enjoyable and productive.



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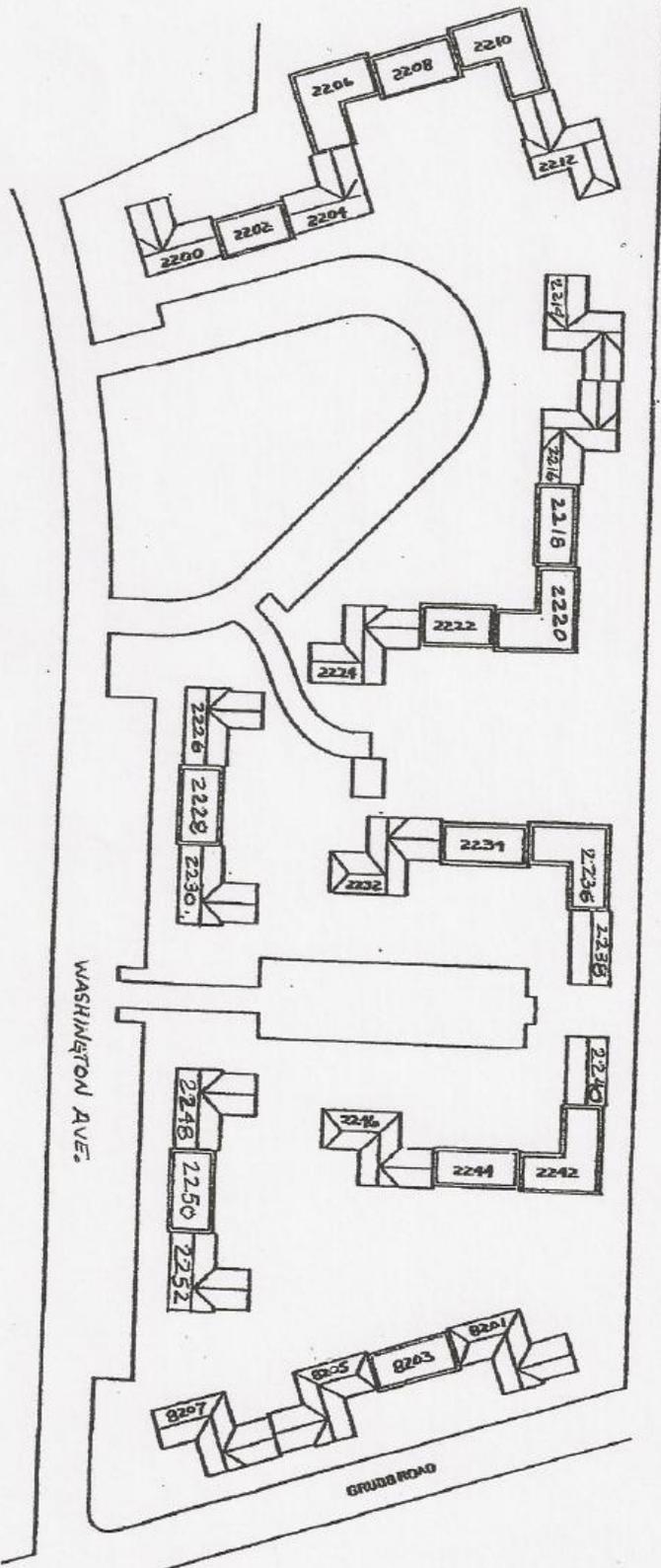
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SECTION I

GENERAL INFORMATION

ROCK CREEK GARDENS CONDOMINIUM



COUNCIL OF UNIT OWNERS
Rock Creek Gardens Condominium
Silver Spring, Maryland

RESIDENTS' HANDBOOK

1. PURPOSE

This publication has been prepared to assist residents of Rock Creek Gardens—whether unit owners or tenants—with a handy reference that provides a description of the community and a broad explanation of how it operates and governs itself.

2. DESCRIPTION

- a. Rock Creek Gardens was originally developed as part of a single rental apartment community beginning in 1941 and continued to operate as one of the largest rental communities in the Maryland suburbs until 1980. At that time, the original developer obtained approval to convert all of the rental units to condominiums.
- b. As part of the condominium development project, the original rental property tract was subdivided into the three separate condominium communities that exist today: Rock Creek Village and Rock Creek Commons occupy the area northwest of Washington Avenue to Colston Drive while Rock Creek Gardens encompasses the area bounded by Washington Avenue, Derby Ridge Drive, and Grubb Road. Each of the three communities is a separate legal entity and each operates under a separate governing body with separate bylaws and community rules.
- c. Rock Creek Gardens comprises 227 residential units divided among 31 separate buildings spread over some 21 acres. In addition to the living units, the community includes a large swimming pool with a pool house, a picnic green with permanent fire pits, and a total of 242 parking spaces.
- d. The community is located just steps from the District of Columbia boundary and is within easy walking or bicycling distance of Rock Creek Park with its numerous recreational attractions, including walking and bicycle trails. Downtown Silver Spring is approximately one mile away and downtown Bethesda is approximately three miles away.
- e. The Montgomery County Transit System, known as *Ride-on*, operates bus service along Washington Avenue, which runs through the heart of the community. Route 1 connects to downtown Silver Spring in one direction and, in the other, the vibrant Friendship Heights shopping district that straddles the





Maryland and District of Columbia boundary. Additionally, the Washington Metropolitan Area Transit Authority, known as Metro, operates bus service along nearby East-West Highway. Route M70 connects the community with downtown Silver Spring in one direction, and downtown Bethesda as well as the National Institutes of Health and the Walter Reed National Military Medical Center, in the other. Bus connections to the Metrorail system can be made at the Silver Spring, Bethesda, Medical Center, and Friendship Heights stations.

3. CONDOMINIUM OWNERSHIP CONCEPT

- a. Simply stated, the condominium ownership concept allows for individual equity ownership of separate dwelling units in a multiple-unit building or buildings within a defined condominium community. Condominium communities within the State of Maryland include three separate but related classes of real property:
 - (1) **Units** are individually owned by one or more owners, as recorded on a property deed or deed of trust. A unit includes the interior of the condominium dwelling and specifically includes windows, the interior walls, doors, and ceilings, and all furniture, flooring, carpeting, cabinetry, countertops, appliances, heat pumps, electric light fixtures, and plumbing fixtures. Fireplaces, flues, chimneys, and skylights are also legally parts of the units in which they are installed.
 - (2) **General Common Elements** include condominium infrastructure that is shared by and benefits all of the community. Examples include building structures, cooling towers, boilers, stairwells, hallways, utilities, grounds, walkways, parking areas, and recreational facilities.
 - (3) **Limited Common Elements** are certain parts of the common elements that are reserved for the exclusive use of, or otherwise benefit one or more, but less than all units. Examples include patios and balconies.
- b. In addition to full ownership of an individual dwelling unit and any attached or installed limited common element, each unit owner also owns a [percentage interest](#) in the general common elements.
- c. The amount of the percentage interest in the general common elements is governed by Maryland law and is basically determined by the size of each unit. The larger the unit, the higher the percentage interest. The Rock Creek Gardens governing documents establish the following four levels of percentage interest:

Unit Type	Percentage Interest	No. of Units
1-Bedroom	0.00351	72
1-Bedroom Extended Living 1-Bedroom Loft 1-Bedroom Den	0.00529	70
2-Bedroom	0.00422	72
2-Bedroom Extended Living 2-Bedroom Loft 2-Bedroom Den	0.00577	13

d. The percentage interest confers on each owner a proportionate right to vote in the affairs of the community along with the obligation to pay a proportionate share of expenses incurred in administering, operating, maintaining, and insuring the condominium. Since the percentage interest is defined by unit size, owners of larger units have proportionately greater voting power but also pay proportionately higher assessments.

e. A condominium owner has most of the rights and privileges of any other property owner. A unit owner may organize, furnish, and, consistent with the bylaws and applicable community rules, decorate the unit as desired, and may mortgage, lease, or sell the unit as provided for in the bylaws. Condominium owners are also entitled to mortgage interest and real estate tax deductions on the same basis as any other property owner. Additionally, owners who lease or rent their units are entitled to the same tax treatment as owners of any other residential rental property.



4. GOVERNANCE

a. Authority. Rock Creek Gardens is a self-governing community that derives its authority to govern from the following sources:

- (1) Title 11, Real Property Article, *The Annotated Code of Maryland*, as amended, otherwise known as *The Maryland Condominium Act* [Microsoft Word - Maryland Condo and HOA Acts 2024](#)
- (2) Montgomery County Regulations, Chapter 10B, *Common Ownership Communities*, and Chapter 11A, *Condominiums -- Regulations*.

b. Governing Documents.

(1) Governing documents that establish the community, constitute the governance structure, and prescribe appropriate operating rules consist of:

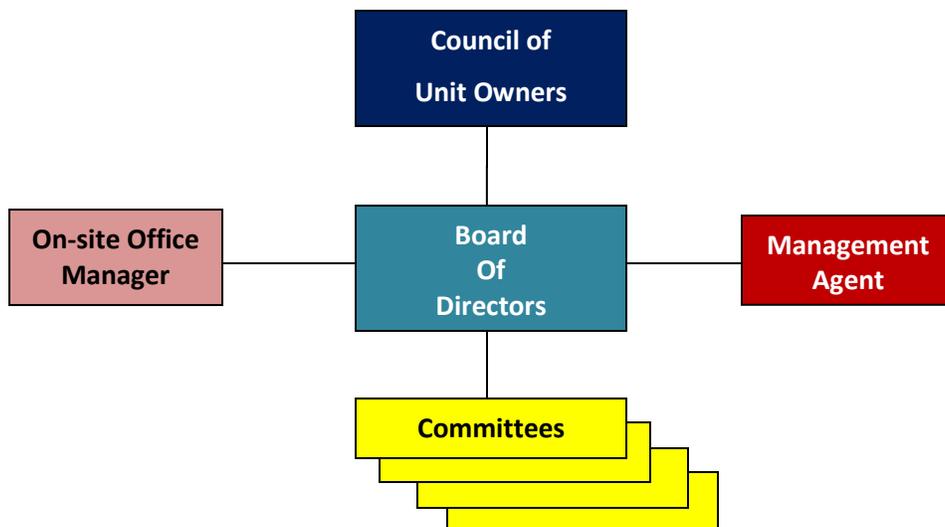
- (a) The declaration, which establishes and defines the community.
- (b) The bylaws, which establish broad governing principles.
- (c) Rules and regulations (also referred to as community rules) which establish specific policies and procedures that implement the Declaration and Bylaws, and generally provide for the orderly administration of the community.

(2) The declaration, bylaws, community rules, and related documents are provided to prospective buyers or their agents by sellers, through the management agent, prior to closing. Community rules and regulations comprise Section II of this handbook.

(3) By completing the purchase and sale process and signing the appropriate documents, each unit owner agrees to be subject to and bound by the governing documents.

c. Conflicts. In the event of conflicts among provisions of the governing documents, the declaration and bylaws, in that order, take precedence over the community rules. The Maryland Condominium Act and other applicable state laws take precedence over all internal governing documents.

d. Organization. The organizational structure that carries out governance within the community is depicted as follows:



(1) ***Council of Unit Owners.***

- (a) Under the provisions of the Maryland Condominium Act, ultimate responsibility for governing and the authority to govern are collectively vested in the Council of Unit Owners. Each owner of a condominium unit automatically becomes a member of the Council of Unit Owners at the time a unit is purchased.

- (b) It is important to note that the Council of Unit Owners is not a homeowner's association. Under Maryland law, each member of a Council of Unit Owners shares in the ownership of the general common elements as described above while homeowner's associations own the general common elements outright.
- (c) Duties and responsibilities are limited to the following:
- 1 Conduct an Annual Meeting to elect members of a board of directors to oversee the administration and management of the community in the name of the Council of Unit Owners.
 - 2 Conduct special meetings and vote on issues as provided for in the bylaws or considered necessary for specific purposes.
- (d) Each member of the Council of Unit Owners is entitled to a fractional vote that equals the [percentage interest](#) of the unit(s) owned, as explained above and specified in the [declaration](#).
- (e) In cases where a unit is legally owned by more than one person, only one fractional vote equaling the percentage interest of the unit owned may be recorded. Conversely, the owner(s) of more than one unit is entitled to cast separate fractional votes equaling the percentage interest of each unit owned.
- (f) The Council of Unit Owners is required to meet only once, at an [Annual Meeting](#) to elect members of the Board of Directors, but also may convene special meetings as often as considered necessary for specific purposes.
- 
- (2) **Board of Directors:** The board of directors is elected by the [Council of Unit Owners](#) and acts as the delegated representative of the Council of Unit Owners in exercising oversight of the administration, management, operation, and maintenance of the community. Responsibilities of the Board of Directors include, but are not limited to:
- (a) Select and contractually retain a qualified professional [management agent](#) to carry out recurring management, administrative, operational, and maintenance functions.
 - (b) Directly employ an on-site office manager and on-site maintenance technician.
 - (c) Maintain oversight of the management agent and direct employees, and conduct performance reviews of direct employees at least annually.
 - (d) Coordinate with the management agent regarding the management, administration, operation, and maintenance of the community, and ensure the maintenance and upkeep of the [general common elements](#).

- (e) Convene and conduct the Annual Meeting of the Council of Unit Owners and ensure that the election of members of the board of directors is conducted in accordance with the [bylaws](#) and applicable state law.
- (f) Convene and conduct special meetings of the [Council of Unit Owners](#) as may become necessary for specific purposes.
- (g) Convene and conduct regular and special meetings of the Board of Directors.
- (h) Ensure that advance notice of its meetings and those of the Council of Unit Owners are provided to unit owners in advance, consistent with requirements of the bylaws and applicable state law.
- (i) Plan for and oversee the implementation of capital improvements as needed to expand, alter, or renovate elements of the condominium infrastructure.
- (j) Develop, approve, and enact an annual budget.
- (k) Determine and set annual [assessments for common expenses](#), commonly referred to as the condominium fee, payable by unit owners, sufficient to support the annual budget.
- (l) Determine the need for and set the amount of any special assessments, in addition to condominium fees, that may be required to meet costs incurred from unforeseen emergencies or other purposes that are beyond the scope of the annual budget.
- (m) Ensure that annual budgets provide for sufficient reserves, consistent with reserve requirements established in the bylaws and state law.
- (n) Collect duly enacted assessments for common expenses and take prompt action to collect overdue assessments, as provided for in the [bylaws](#) and applicable state law.
- (o) Procure and maintain necessary and appropriate [insurance coverage](#) as provided for in the bylaws and state law.
- (p) Maintain banking and investment accounts as considered necessary and appropriate.
- (q) Account for the funds of the Council of Unit Owners.
- (r) Ensure that funds received are promptly deposited and that obligations incurred are promptly paid.
- (s) Ensure that tax returns are submitted as required by state and Federal law.



- (t) Ensure an annual audit of the funds of the Council of Unit Owners is conducted.
 - (u) Enforce the [bylaws](#) and all duly enacted community [rules and regulations](#).
- (3) **Management Agent:** The management agent is a professional property management organization that contractually acts as agent for the [Board of Directors](#) in planning for, carrying out, and maintaining oversight of administrative, management, operational, and maintenance functions of the community, consistent with the budget, bylaws, and community rules. Duties and responsibilities of the management agent include, but are not limited to:
- (a) Designate and assign a property manager.
 - (b) Oversee the operation and maintenance of the condominium infrastructure, to include all of the [general common elements](#). In this connection—
 - 1 Identify and select vendors and contractors that are properly licensed and qualified to operate or maintain specific portions of the condominium infrastructure.
 - 2 Ensure contracts or other arrangements for seasonal or non-recurring services, such as snow clearance, are planned for and provided.
 - 3 Negotiate terms of purchase orders, contracts, or other agreements that are considered to be in the best interest of the [Council of Unit Owners](#) and recommend to the board of directors the approval, modification, or termination of contracted services.
 - 4 Monitor and provide quality assurance of vendor and contractor performance.
 - 5 Provide a reliable 24-hour means for residents to report emergencies or damages to or failures of any part of the [general common elements](#) at times when the on-site office is closed.
 - (c) Collect duly enacted [assessments for common expenses](#) and any special assessments by either postal mail or through electronic debit.
 - (d) Manage collections and disbursements.
 - (e) Perform financial accounting functions in accordance with the management agreement, bylaws, applicable state law, and industry standards.
 - (f) Ensure the preparation and timely submission of all reports and filings required by law.
 - (g) Provide written and/or electronic notice of the Annual Meeting and special meetings of the Council of Unit Owners in accordance with the bylaws and applicable state law.

- (h) Provide advice and assistance to the Board of Directors as needed in developing community rules, policies, and practices, and in planning for and carrying out the [Annual Meeting](#) of the Council of Unit Owners
- (4) **On-site Office Manager.** The on-site office manager serves as the on-site interface between residents, the board of directors, and the management agent. The on-site office is located at 2224-A Washington Ave (pool house building). Duties and responsibilities include, but are not limited to:
- (a) Coordinate communications and interactions between and among residents, the board of directors, and the management agent as may become necessary.
- (b) Maintain lines of communication authorized by the board of directors.
- (c) Coordinate the on-site activities of and generally monitor the performance of the maintenance technician, and authorized vendors or contractors performing services relating to the operation and maintenance of the [general common elements](#).
- (d) Promptly refer reports of damages to or failure of any part of the general common elements to the maintenance technician and/or [management agent](#).
- (e) Assist the management agent and/or [Board of Directors](#) in the preparation and delivery of required meeting notices.
- (i) Conduct an annual [community census](#) in accordance with [Rule 5](#).
- (f) Compile results of the annual [community census](#). In this connection—
- 1 Issue pool passes as provided for in [Rule 5](#) and [Rule 8](#).
 - 2 Maintain a database of pets identified on the community census that includes numbers, breed(s) or species, and identification of the owners and units where pets are maintained. Advise the Board of Directors through the management agent of any apparent pet-related issues. See [Rule 7](#).
 - 3 Develop a list of unit owners who voluntarily consent to receive advance notice of annual and special meetings by electronic means. Maintain a current electronic mail group of such unit owners.
 - 4 Advise the Board of Directors of unit owners who fail to provide a current mailing address and evidence of current insurance, as mandated by state law, the bylaws and [Rule 14](#).



- (g) Ensure each unit owner and, where applicable, primary tenant is provided with a current electronic copy of this handbook.

(5) **Committees:**

- (a) The [Board of Directors](#) may, at its discretion, establish operating committees consisting of unit owners or tenants to provide advice and assistance, plan and carry out specific tasks, or conduct specific activities that relate to the administration, operation, maintenance, or welfare of the community.

- (b) Examples of operating committees include, but are not limited to:

- *Architectural Standards Committee:* Reviews requests for alterations to or renovation of units to ensure compliance with [Rule 3](#).
- *Communications Committee/ Webmaster:* Maintains the community web site.
- *Landscaping Committee:* Advises the Board of Directors on matters relating to the appearance and upkeep of open spaces.
- *Pool Committee:* Maintains oversight of and advises the board of directors on matters relating to the swimming pool.
- *Rules Committee:* Keeps bylaws and community rules current; drafts and coordinates proposed changes.
- *Social Committee:* Plans and conducts community-wide social activities.
- *Green Committee:* Advises the Board of Directors on matters relating to environmental management and proposes appropriate initiatives.



- (c) Each committee established may be constituted as either a standing committee, which carries out specific functions on an ongoing basis, or an interim committee, which carries out assigned functions until the purposes for which the committee was created have been accomplished.

- (d) Committee membership is voluntary and unpaid but is open to any full-time resident, including tenants, age 18 or over. Residents interested in serving on a committee should contact the [on-site office](#) or any member of the Board of Directors.

e. Enforcement.

- (1) The [Council of Unit Owners](#), through the [board of directors](#), has authority under the [bylaws](#) and the Maryland Condominium Act to impose and collect fines for late payment of [assessments for common expenses](#), and for violations of or failure to comply with any provision of any of the condominium [governing documents](#). Imposition of monetary fines and other sanctions are based on the following principles:

- (a) Late payment or non-payment of assessments for common expenses: (See also [Rule 2](#))

- 1 A late charge equaling one-tenth of the amount owed will be imposed for each installment payment that remains unpaid for more than 15 calendar days beginning on the date the payment was due.
- 2 Interest accrues at the rate of 18 percent per year on the amount of unpaid obligation beginning on the date the original payment was due.
- 3 If an installment remains unpaid for more than 90 days, the [Board of Directors](#) may place a lien for the amount of unpaid installment(s) plus interest, late charges, costs of collection, and attorney's fees against the condominium unit and, if necessary, foreclose on any duly recorded lien in accordance with the [Bylaws](#) and state law.



- (b) Violations of provisions of the governing documents, other than late payment or non-payment of assessments for common expenses:

- 1 Fines will be imposed uniformly, as specified in [Table 1](#) to [Rule 15](#).
- 2 Imposition of fines for violations of the Bylaws or [rules and regulations](#) are subject to and governed by the due process provisions of Rule 15.
- 3 Fines that are imposed under the provisions of the governing documents, state law, or county code will be recorded on the unit owners' account(s) and billed by the [management agent](#). Payment may be made by mail or electronic payment directed to the management agent, or in-person at the [on-site office](#). Failure to pay any imposed fine subjects the affected unit owner(s) to collection action and other legal remedies provided for in applicable state laws.

NOTES:

- (1) Authority to impose and collect fines and penalties derives from the Maryland Condominium Act, Section 11-109(d)(16) and Section 11-113, plus applicable sections of the Declaration, Bylaws, and community rules applicable to each situation, as noted in [Rule 15](#).
- (2) Unit owners are 100% responsible for payment of any and all monetary fines that are properly imposed as described above, even if the actions or violations that caused the fine were committed by tenants. Unit owners who incur fines caused by tenants are entitled to pursue collection, recovery, and other actions against offending tenants as allowed by state law.

- f. Community Communications. See the community contact list (Page i).
- (1). *General webpage*: <https://www.rcgardens.com>. The webpage is available to all residents and provides general information about the community, including links to principal governing documents. It also provides handy links for requesting certain amenities, such as gazebo reservations and pool party permits. New residents can register and obtain full access by clicking the LOGIN tab near the top of the page and following the prompts.
 - (2). *Unit Owner's portal*: <https://portal.abarisrealty.com>. This webpage includes current account information along with access to notifications and governing documents. Also used for submitting maintenance and other requests. Access to the portal (limited to unit owners) can be obtained by sending an email requesting access to customercare@abarisrealty.com. Include your full name, community name (Rock Creek Gardens), and full address, including unit number. Access is limited to unit owners. See [user instructions](#) on Page 13.
 - (3). *Google Group*: rcgcondos@googlegroups.com. This is an informal general purpose forum that provides a means for residents to exchange information and opinions, and generally discuss matters of community interest. Open to all residents and not monitored by the management agent or on-site office. Residents can subscribe by sending an email request to rcgcondos+subscribe@googlegroups.com, or to unsubscribe, email rcgcondos+unsubscribe@googlegroups.com. Please use the email address you wish to associate with the group. Residents may also subscribe or unsubscribe online at <https://groups.google.com/>. Search for RCGCondos. Please allow time for your request to be approved.

5. UNIT OWNER RESPONSIBILITIES

In addition to voting responsibilities as a member of the [Council of Unit Owners](#), each individual unit owner has the following personal responsibilities:

- a. Abide by the bylaws and community rules.
- b. Pay all duly enacted [assessments for common expenses](#) on or before the due date(s) specified (See [Rule 2](#)).
- c. Maintain the interior of each owned [unit](#) in good order and repair. The portion of each unit for which the unit owner is responsible is generally defined as the interior sides of walls, floors, and ceilings, and everything that is installed or located in the unit interior including, but not limited to—
 - (1) Appliances, including refrigerators, ranges, washers, dryers, dishwashers, garbage disposals, compactors, and the like
 - (2) Heat pumps, including associated water inlet and outlet shutoff valves
 - (3) Cabinets, vanities, countertops, sinks, tubs, and toilets

- (4) Windows and doors
- (5) Flooring and carpeting
- (6) Plumbing and electrical fixtures, to include faucets, showerheads, diverters, in-unit water shutoff valves, electric lights, and electrical appliances
- (7) Smoke/carbon monoxide detectors
- d. Maintain any limited common elements specific to the owned unit including, but not limited to, fireplaces, flues, chimneys, skylights, balconies and patios, in good order and repair.
- e. Complete the annual [community census](#) of owners and tenants (See [Rule 5](#)).
- f. For leased units:
 - (1) Ensure that tenants are provided with--
 - (a) Resident and guest parking permits (See [Rule 6](#)).
 - (b) Pool passes (See [Rule 8](#)).
 - (2) Ensure that tenants with a pet comply with the provisions of [Rule 7](#) and register their pet with the Council of Unit Owners, per [Rule 5](#).
 - (3) Ensure that leasing documents comply with the provisions of [Rule 12](#) and are delivered to the [on-site office](#) prior to the occupancy date specified in the lease.

6. QUICK REFERENCE SUMMARY

This portion of the guide summarizes key information and/or procedures relating to the management and administration of Rock Creek Gardens.

a. [Assessment for Common Expenses](#):

(1) Payment:

- (a) Installment payments of the annual assessment for common expenses, also known as the “condominium fee,” are due on the first of each month. Any unit owner having a balance due as of the 15th of any month will incur a late charge as described in [Rule 2](#).



How to Use the Rock Creek Gardens Unit Owner's Portal

<https://portal.abarisrealty.com/>

Obtaining a username and password:

The Unit Owner's Portal is available to **owners only**. To gain access, you'll need your account number (found on your monthly condo fee invoice) and a registration key. To request access, visit <https://portal.abarisrealty.com/> and click on sign up.

1. Click on the link to request a registration key
2. When you receive your registration key, revisit the sign-up link and continue setup
3. If assistance is needed, email portalhelp@abarisrealty.com. Include your full name, address, and account number.

General Requests

1. Log into <https://portal.abarisrealty.com/>
2. On the left menu, select Requests
 - a. Select **General Requests**: On the Submit a Request page
 - (1). Confirm the property address and unit number
 - (2). Choose the type of request
 - (a) Billing question (Anything relating to account charges)
 - (b) General Question
 - (c) Service Request (General common element repairs and landscaping)
 - (3). Enter your subject and a detailed description of the service being requested
 - (4). Attach photos, files, etc. as needed
 - (5). Click the Submit Form

Architectural Change Requests (See [Rule 3](#) – Architectural Standards)

1. Log into <https://portal.abarisrealty.com/>
2. On the left menu, select Requests
 - a. Select **ARC Requests**
 - (1). Complete the Architectural Change Application found in Rule 3
 - (2). Confirm the address shown in the Property block
 - (3). Follow the prompts
 - (4). Enter a subject
 - (5). Upload and submit the completed Architectural Change Request.

Viewing Request Status

1. Log into <https://portal.abarisrealty.com/>
2. On the left menu, select Requests
3. Choose *My Items* along the top of the page

How do I learn more about using the portal?

1. Log into <https://portal.abarisrealty.com/>
2. Select the Homeowner's How Tos menu option on the left
3. Scroll down to find a selection of help videos

- (b) Unit owners are encouraged to use the electronic debit service provided by the [management agent](#), which automatically deducts payments due from a bank account designated by the unit owner on the first of each month. Use of this service will preclude the possibility of missed or late payments.
- (c) Unit owners preferring to pay by check must mail the payment, together with the payment coupon provided by the management agent, to the address that appears below. Neither the management agent nor the [Council of Unit Owners](#) can be responsible for mail delays, so please allow sufficient time for the payment to arrive. Checks must be made payable to Rock Creek Gardens and mailed to:

Abaris Realty, Inc.
7811 Montrose Road
Potomac, Maryland 20854

- (2) What the assessment for common expenses pays for:
 - (a) A condominium [insurance](#) master policy that includes hazard, casualty, and liability insurance covering all of the [general common elements](#) and damages to individual units caused by a casualty, subject to a \$10,000 deductible per unit payable by the unit owner.
 - (b) Landscaping and lawn care
 - (c) Snow and ice clearance
 - (d) Maintenance, repair, replacement, and upkeep of the general common elements, to include structures, heating and cooling systems (except for heat pumps located in individual units), electrical distribution systems (except for outlets and panels located in individual units), roofs, pavement, walkways, exterior lighting, and recreational facilities
 - (e) Periodic repainting of building exteriors
 - (f) General common element utilities, to include sewer, water, and electricity not metered to individual units
 - (g) Trash and recycling collection
 - (h) Legal and accounting fees
 - (i) Other professional fees and management costs, to include staffing and operation of the [on-site office](#).
- (3) What the assessment for common expenses **DOES NOT** pay for:
 - (a) Maintenance, repairs, and general upkeep of [unit](#) interiors, as described in [Paragraph 5](#) and [Rule 4](#).

- (b) Utilities that are billed or metered to units.
- (c) Insurance coverage for personal property within each unit. (See [Rule 14](#))
- (d) Real estate taxes that accrue to individual units.

b. Insurance:

- (1) As noted above, the condominium master policy covers damages to the [general common elements](#) as well as damages to individual units caused by a casualty, subject to a \$10,000 deductible chargeable to the unit owner of any unit from which the damage originates. Examples include, but are not limited to, damage caused by malfunctioning appliances, sinks, or tubs, [mold](#) growth, and structural damage caused by unauthorized or unqualified renovations or alterations.



- (2) Unit owners are required by the bylaws to obtain individual condominium unit owner's coverage, known as Form HO-6, in at least the amount required to cover the master policy deductible (\$10,000) explained above. This coverage is available from any property and casualty insurance carrier writing Maryland policies and provides coverage for personal property, personal liability, and all improvements that have been made to the unit.
- (3) In addition to HO-6 coverage, unit owners and tenants are encouraged to purchase personal articles coverage that protects against damage to or loss of high value items, such as antiques, jewelry, and fine art, which may be excluded from the HO-6 coverage.
- (4) Tenants are encouraged to obtain personal articles coverage that protects against loss or damage to personal property maintained within a leased unit.

c. Maintenance:

- (1) Unit owners are responsible for making repairs, improvements, and replacements to the interiors and contents of each unit at personal expense, as described [in Paragraph 5](#) and specified in [Rule 4](#), regardless of whether the unit is owner-occupied or leased. Maintenance to be performed by tenants should be specified in the lease documents.
- (2) Maintenance requests for the interiors of leased units occupied by tenants must be directed to the unit owner or owner's agent. *The management agent has no legal authority to make repairs to the interiors of units, except to the extent necessary to prevent damage to adjoining units or any part of the [general common elements](#).* Procedures for submitting interior maintenance requests should be spelled out in the lease documents.

- (3) Reports involving actual or apparent failure or malfunction of any part of the general common elements, such as exterior lighting, heating and cooling systems (except individual unit heat pumps), and sewer or water systems should be reported-- .



(a) By unit owners: Through the unit owner's portal (<https://portal.abarisrealty.com>). From the dashboard, click Requests, then select Service Requests from the dropdown menu and enter necessary information.

(b) By tenants: Click the Requests tab on the general web page and follow the prompts or simply email the onsite office (office@rcgardens.com), describing the issue.

- (4) Emergencies should be reported directly to the on-site office during normal business hours and to the [management agent](#) 301-468-8919 (24 hours) outside of normal business hours or whenever the onsite office cannot be reached. Contact information is provided in the [community directory](#) that appears at the front of this handbook.

d. Mail and Deliveries:

- (1) The United States Postal Service (USPS) delivers mail directly to the locked mailboxes located in the entryway of each building. Lost mailbox keys cannot be replaced; however, replacement locks with keys are available through the [on-site office](#) at a cost of \$30.00. Extra keys may be purchased directly from Liberty Lock, in Rockville.
- (2) Commercial package delivery services, such as Federal Express and United Parcel Service, have access to each building but not to mailboxes. Depending on the package delivery service, parcels may be left either in the building foyer or outside of unit doors. Residents receiving package deliveries assume all risk of loss, theft, or damage.

e. Recreational Amenities: The general common elements include two facilities that are provided and maintained for the enjoyment of Rock Creek Gardens residents and their guests: (See [Rule 8](#))

- (1) The picnic green is an expansive lawn area that dominates the center courtyard and includes a covered gazebo with a picnic table and two fireplaces, each with cooking grills. Residents who wish to host picnic events may reserve use of the gazebo and one or more fireplaces in advance through the community website ("Residents" tab) or directly with the onsite office. No reservations are required for sunning or picnicking on the lawn. For this reason, pets are not allowed on any part of the picnic green.

- (2) The swimming pool is open from Memorial Day weekend, generally from early afternoon until 8 p.m. Extended hours (until 10 p.m.), known as Moonlight Swims, are scheduled on Fridays evenings approximately once each month, weather permitting. Pool parties must be scheduled in advance through the Gazebo reservations link on the website or directly with on-site office and are subject to conditions and limitations specified in [Rule 8](#).



f. Lockouts:

- (1) Residents are encouraged minimize or eliminate lockouts by—

- (a) Leaving a spare key with a trusted neighbor or nearby friend. See [Rule 9](#).
- (b) Placing spare keys in a residential lockbox and securing it to the lockbox rack mounted on the side of the pool house.

- (2) The [on-site office](#) can provide limited assistance to residents who have accidentally locked themselves out. Lockout assistance, however, can be provided only when the on-site on manager is present and requires satisfactory photo identification. In addition, the name on the identification must match the name of a resident for that unit on the current community [census form](#).

g. Pest Control:

- (1) The [Council of Unit Owners](#), through the [management agent](#), contracts for pest control services for the [general common elements](#) and individual units at no charge. Residents of units experiencing infestations must contact the on-site office.

- (2) Since vermin and insects are readily attracted to garbage and open food sources, residents are encouraged to dispose of all food waste in the marked compost containers located in each trash collection area. Alternatively, meats and non-fibrous fruits and vegetables (ONLY) can be placed in the unit's-garbage disposer. Hard food waste, such as bones, carcasses, egg shells, etc., fibrous fruits and vegetables, such as celery, leeks, banana peels, etc., must be deposited in the compost containers. Bacon grease and other fatty substances must be tightly bagged and deposited with household trash in the community trash containers. See [Rule 10](#).

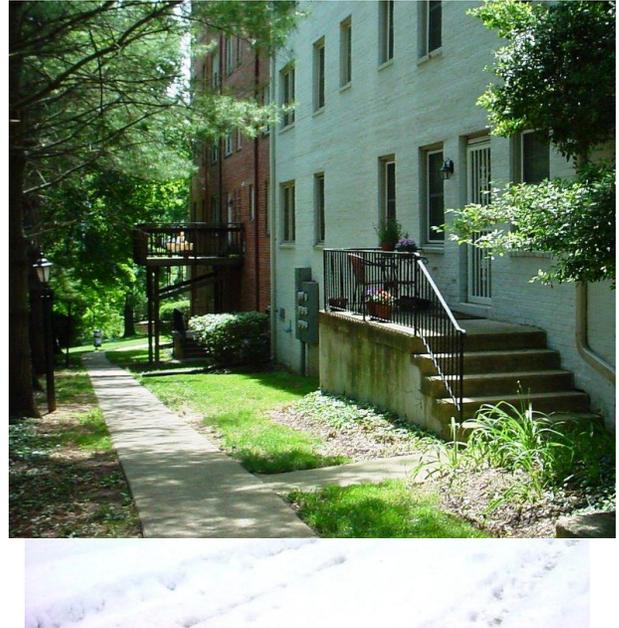


h. Floor Coverings:

In order to promote the peaceful enjoyment of individual units by damping the transmission of noise between units, not less than 70% of the floor surface within each unit that is located directly above another unit must be covered with padded carpeting, except for kitchens, bathrooms, and closets. See [Rule 13](#).

i. Window Treatments:

In order to enhance property values by maximizing the curb appeal of the community, the exterior side of all window shades, curtains, blinds, drapes, or drapery liners must be white or off-white in color. Wooden shutters, bamboo shades, and similar coverings may be white, off-white, or natural wood in color. See also [Rule 3](#).



j. Telecommunications Services:

Rock Creek Gardens is wired for and serviced by multiple telecommunications service providers. Types of services offered and related contact information is located in the [community directory](#) found near the front of this handbook.

k. Snow and Ice Clearing:

The [Council of Unit Owners](#), through the [management agent](#), maintains contracted snow and ice clearing services for parking areas, sidewalks, walkways, and exterior entryways. Since not all areas of the community can be cleared at the same time, snow and ice clearing is conducted in accordance with the following guidelines:

- (1) Prior to the start of each winter season, the on-site office will arrange for the placement of a container consisting of a sand and salt mix outside of each entryway. Residents are asked to use the mix as necessary to provide traction in the vicinity of entryways until sidewalks and entryways can be fully cleared.
- (2) Snow and ice clearance will begin when there has been an accumulation of two inches or more, or at the discretion of the property manager. For major or continuing storms, clearing operations will continue at appropriate intervals or may be deferred until the storm passes.
- (3) Initial priority for plowing is the driving lanes in the two off-street parking areas. Residents are responsible for digging out their own vehicles that may have become blocked by snow as a result of clearing the driving lanes. As time and resources permit, efforts will be made

- to clear parking spaces that remain snow-covered in both off-street parking areas and along Washington Ave.
- (4) Priority for hand shoveling and snowblowers is sidewalks and entryways that directly access buildings. Secondary walkways that do not directly affect access to units will be cleared when conditions permit.
- (5) Responsibility for clearing attached patios or terraces that constitute [limited common elements](#) remains with the owners of those units.
- (6) Snow Emergencies: Whenever the U.S. Weather Service issues a forecast for unusually heavy or prolonged snowfall, the [board of directors](#), in coordination with the management agent, may declare a community snow emergency. The purpose of a declaration is to ensure continuity of essential functions during and immediately following an expected major winter storm. When a community snow emergency is declared, the following policies and procedures become effective:
- (a) The snow emergency declaration will be issued as far in advance as possible by electronic mail notification to addresses listed in the most recent community census.
- (b) Normal towing policies (see [Rule 6](#)) are suspended for the duration of the snow emergency.
- (c) Visitor parking spaces along Washington Ave. and Grubb Road, and in the courtyard, will be reserved for depositing accumulated snow plowed from driving lanes and parking spaces. Vehicles parked in visitor parking spaces that have not been moved prior to the onset of snow are subject to towing at owner's risk and expense, in accordance with Rule 6.
- (d) RCG and contracted maintenance personnel will be mobilized onsite to the extent considered necessary by the management agent.
- (e) Snow clearance operations will continue at appropriate intervals, as determined by the management agent. However, residents should be aware that it may be neither practical nor possible to continue until the storm passes,
- (f) The snow emergency declaration will be terminated as determined by the Board of Directors and communicated to the community by the on-site office manager.



I. Utilities:(1) **Electrical:**

- (a) Commercial electric power is provided by PEPCO, a regulated public utility that services Montgomery County. The community is connected to the power grid through two separate feeder lines: One feed connects buildings on the lower end of Washington Avenue while the other connects buildings on the upper end of Washington Avenue and along Grubb Road.



- (b) Electricity within each [unit](#) is regulated and distributed through a single circuit breaker panel, usually located in the kitchen of each unit. Individual circuit breakers are safety devices that automatically “trip” and shut off power to certain electrical outlets and/or fixtures anytime a breaker senses an overload, overheating, or other dangerous conditions.
- (c) A circuit breaker that has tripped can be identified because it is usually at the mid-range point between fully on and fully off. A tripped breaker can be reset by moving the switch to the fully off position and then back to the fully on position.
- (d) ***A circuit breaker that does not readily return to the fully on position, or that continues to trip after being reset, signifies a dangerous or hazardous condition.*** Any such breaker must be left off, along with appliances or equipment connected to it, until the connected equipment or the panel itself can be serviced by a licensed electrician. Unit owners are responsible for the servicing of breaker panels and connected appliances located in their units. Tenants must contact the unit owner or owner’s agent, as provided for in the leasing documents.
- (e) Distribution of power to the [general common elements](#) is regulated by electrical distribution panels located at various points on the property. Remodeling, renovation, or repair projects that require a complete electrical shutdown for any building may be accommodated provided a request is made to the [on-site office](#) at least three days in advance of the desired shut down date, specifying the desired start time and estimated duration of the shutdown. This will allow the onsite office to provide reasonable advance notice to residents of the affected building(s).
- (f) The Board of Directors reserves the right to assess a service charge to the unit owner of an affected unit if electrical service to multiple units or buildings must be shut down incident to repairs or remodeling or because of the failure or any shutoff valve located within a unit.

- (g) Emergency shutdowns needed to protect units, entire buildings, or parts of the [general common elements](#) may be implemented by the [management agent](#) immediately and without prior notice.
- (h) Except for emergencies, electrical shutdowns will not be implemented prior to 9 a.m. or after 6 p.m., or anytime on weekends and legal holidays.
- (i) Personally owned portable electrical generators are expressly prohibited and may not be placed on any part of the general common elements or operated within any [unit](#).

(2) **Heating and Cooling.**

- (a) Heating and cooling of individual units is provided by a water-fed heat pump located in each unit that is connected by underground water pipes to boilers and cooling towers located on different parts of the property. Basically, the boilers send warm water to unit heat pumps to provide heat during the cool months, while the cooling towers send cool water to provide air conditioning during the warm months.
- (b) The water feeds cannot provide hot water for heat and cool water for cooling at the same time. This means that the community operates in either the heating or cooling mode, depending on the time of year and prevailing weather conditions. The switchover from heating to cooling generally occurs in April while the opposite usually occurs in October.
- (c) The compressor within each heat pump may occasionally switch itself off if it senses an interruption of the water flow, an unsafe power surge, or for a variety of related reasons. This is a safety feature designed to protect the compressor.
- (d) Although the compressor may shut itself off, the fan within the heat pump will remain on provided electrical power remains on. Residents can tell when the compressor shuts down if the humming sound emitted by most heat pumps stops and the wall or ceiling vents emit neutral air that is neither warm nor cool.
- (e) When a compressor shuts down, the heat pump will need to be reset using the following procedure:

1. Turn the thermostat off (digital thermostats that cannot be turned off should be set to lowest setting)
2. At the circuit breaker panel, turn the circuit breaker for the heat pump OFF
3. Wait a minimum of two minutes
4. Turn the heat pump circuit breaker on
5. Turn thermostat on or return digital thermostat to desired setting

If that doesn't work, set your thermostat to "cooling" mode, set the temperature to the lowest possible setting, and run cold air for several minutes, even in the middle of winter. This should break up any ice that may have formed in the inlet pipes.

- (f) In addition to being the most expensive appliance in any unit, heat pumps also pose both a fire hazard because of electrical components that can overheat, and a flooding hazard posed by the water feed valves and connecting hoses. For these reasons, and to protect each investment, unit owners are required to obtain and keep current a maintenance agreement with a licensed HVAC contractor that provides for at least annual heat pump inspections. See [Rule 4](#). Unit owners are responsible for maintaining heat pumps installed in both owner-occupied and rental units in good working order.

(3) **Plumbing:**

- (a) The water supply to individual units is controlled by multiple shutoff valves located within each unit. Although there may be variations among units, standard locations of shutoff valves are as follows:

Fixture or Appliance	Valve Location
Toilets	On the wall under the toilet tank
Showers and tubs	Behind the access panel located in the adjacent closet
Bathroom sinks	Under the sink
Washing machine	Behind the washer
Dishwasher	Under the sink
Kitchen sink	Under the sink
Ice makers	Under the sink
Heat pump	Within the heat pump enclosure

- (b) Flexible hoses that connect the water supply to washing machines, dishwashers, and heat pumps should routinely be visually inspected for leaks. Old rubber connecting hoses can degrade and eventually rupture, and any such existing hoses should be promptly replaced with braided stainless steel connecting hoses that can be purchased from any hardware or home improvement source, or through a plumber.
- (c) In the event an appliance or fixture malfunctions and begins to leak water into the [unit](#), turn off the appropriate shutoff valve as soon as possible. If the shutoff valve handle or lever will not turn off or the leak persists, notify the [on-site office](#) during business hours or [management agent](#) (301-468-8919 (24 hours)) *immediately*.
- (d) Water service to multiple units or to one or more entire buildings may be turned off through master shutoff valves located at various points on the property. Remodeling, renovation, or repair projects that require a complete water service shutdown to a unit, building, or group of buildings require advance coordination with the on-site office. Except for emergencies, such shutoffs will be scheduled only for Wednesdays between 9 a.m. and 5 p.m. in order to minimize inconvenience to other residents.
- (e) The Board of Directors reserves the right to assess a service charge to the unit owner of an affected unit if water service to multiple units or buildings must be shut down incident to repairs or remodeling.

- (f) Emergency shutoffs needed to protect units or parts of the [general common elements](#) [may](#) be implemented immediately and without prior notice.

DID YOU KNOW.....?

That except for toilet paper, most paper products labeled “flushable” really aren’t and will eventually clog your toilet and block drainpipes, potentially causing sewage backups in your and possibly other units. These products should be disposed of as regular trash to the maximum practical extent.

m. Trash Disposal, Composting, and Recycling:

- (1) Disposal procedures for household trash, compostable, and recyclable items are described in detail in [Rule 10](#) and will be rigidly enforced in order to comply with county code and minimize the possibility of health risks caused by pest and vermin infestations.
- (2) Except for very small boxes (less than 12 inches on any side) cardboard boxes must be flattened before being placed in trash containers in order to maximize container space.
- (3) Recycling is mandatory throughout Montgomery County. Recyclables and general household trash must be placed only in the appropriate marked containers in any of the collection areas located throughout the community.

DID YOU KNOW.....?

That approximately 70% of the recycle stream is rejected by potential buyers because of food contamination. Please take an extra minute to rinse food waste from glass and plastic containers before depositing them in the “Commingled Items” containers. Also, cardboard boxes with grease stains, such as pizza boxes, are not eligible for recycling and should be disposed of as regular trash.

- (4) Except for bacon grease, other fats, used cooking oils, and yogurt, food waste and other compostable materials should be deposited in the clearly marked compost container located in each trash collection area. Generally, if it’s on your plate, it’s compostable. This includes bones, meat, fruits and vegetables (including skins), and egg shells plus related materials like paper towels, napkins, coffee grounds, and tea bags.
- (5) Compostable materials may be deposited directly (i.e, unbagged) into compost containers. Disposal bags, if used, must be specially marked compost bags. Plastic bags not specifically marked for composting, paper bags, and paper boxes must never be placed in compost containers.



- (6) Refuse that gives off odors must not be allowed to accumulate in units to the point that odors can be detected in hallways, stairwells, and other units. Violations are subject to fines prescribed in Rule 10.
- (7) In order to minimize noise and other disruptions to residents of units located near the collection areas, trash, compostables, and recyclables may be deposited only during the following hours: (See Rule 10.)

Monday through Friday - 6 a.m. to 10 p.m.
Saturday and Sunday - 8 a.m. to 10 p.m.

Stop! Wait! Don't Contaminate.

Keep these out of your recycling bin

These items are not acceptable in the recycling program at your property. Visit montgomerycountymd.gov/recycling to learn how to properly recycle or dispose of these items. See the back side of this card for more details!

For more information follow us on social media:

Facebook: MyGreenMontgomery
Twitter: TalkinTrashMC
Flickr & Youtube: MCRecycles
Instagram: MyGreenMC

Visit www.montgomerycountymd.gov/recycling or call 311 or 240-777-0311.

7. SAFETY AND SECURITY

Although incidents at Rock Creek Gardens have historically been very rare, open communities like ours remain vulnerable to criminal activity, especially property crimes. This section summarizes community rules intended to help keep the community safe and offer some common-sense measures that can help residents stay safe.

a. Building Access:

- (1) Access to buildings by residents requires use of separate keys that, respectively, open the exterior building door and, except for units equipped with electronic lock systems, the interior unit door. Entry by visitors, guests, and vendors is controlled by a doorbell system that rings either a landline or mobile telephone designated by the unit owner or principal resident. Once the resident verifies the identity of the visitor, entry may be granted by pressing "9" on the telephone keypad. Residents must contact the [on-site office](#) to be connected to or disconnected from the system, or to change the telephone number.
- (2) Keys to interior units are restricted and cannot be reproduced by commercial locksmiths without written authorization from the [management agent](#). Unit owners who need to replace lost interior unit keys or require additional keys may obtain the necessary authorization form from the on-site office. Tenants desiring additional keys must consult with the unit owner or owner's agent.
- (3) Additional or replacement exterior building keys are available from the on-site office for a fee of \$20 per key.
- (4) The on-site office maintains master keys that enable emergency entry to units in the event of fire, water leaks, or any other condition that damages or threatens to damage other units. Owners of units equipped with electronic door locks must provide the on-site office with an emergency entry code or bypass key. See [Rule 9](#).
- (5) Entry to units by contractors, tradesmen, service providers, and the like may be gained through a master key, bypass key, or emergency code only if the unit owner or primary tenant has provided the on-site office with written authorization in advance. The resident providing authorization assumes all risks and liability relating to such entries. The [on-site manager](#) cannot oversee or remain in a unit while services or repairs are being performed.



b. Windows and Doors:

- (1) Entry doors to each building are equipped with a built-in door stop that allows the door to be propped open as needed to facilitate move-ins and move-outs, delivery and/or removal of furniture, appliances, and movement of other bulk items.

- (2) Each resident who props open an entry door must personally ensure that the door is closed once the move, delivery, or other reason for propping the door is complete. Don't assume that contractors or delivery persons will do this for you. See [Rule 9-2e](#).
 - (3) Residents of first-floor units who desire to open windows during temperate periods are encouraged to open windows from the top-down in order to prevent entry into the unit through open ground-level windows.
- c. Property Protection: Although there have been no known incidents of forced entry into or property thefts from units, motor vehicle thefts and thefts of wheels from parked vehicles have increased throughout the DMV, fueled in part because the ease of selling stolen property through social media. Here are some suggestions for keeping yourself and your property safe:
- (1) *Protect Yourself*:
 - (a) Never leave building entry doors propped open. See Windows and Doors above and [Rule 9-2e](#).
 - (b) Never buzz anyone into your building without first knowing who who is seeking entry. Delivery persons for the major package delivery services (UPS/FedEx/Amazon) have door entry codes and should not have to ask for entry. When in doubt—check it out. [See Rule 9](#).
 - (c) Be careful about leaving first floor and ground-level windows open.
 - (d) Be aware of your surroundings. Avoid looking at your mobile phone screen when walking alone, especially at night.
 - (e) If you see something, say something. Call a neighbor or (if necessary) 911 if you perceive a physical threat.
 - (2) *Protect Your Property*:
 - (a) Make your motor vehicle a “hard target.” Would-be thieves want to work quickly and typically will bypass vehicles that will prove difficult to steal and cost them time. In this connection—
 - (1) Never leave objects of any kind or personal belongings, regardless of value, in plain sight.
 - (2) Consider installing locknuts (one per wheel) on your wheels (not perfect but enough to deter most thieves). Keep the locknut key in your trunk—not in the center console or glove compartment.
 - (3) After parking, turn your wheels all the way in one direction. (Makes removing wheels more difficult and time-consuming).
 - (4) Consider using a steering wheel lock (The Club or similar).

- (5) For vehicles that use an electronic keyfob (rather than physical keys), store the fob on the side of your unit farthest away from the parking area. Fobs emit a radio signal that professional thieves with the right equipment can duplicate and use to gain keyless entry to your vehicle. Better yet, enclose the fob in a metal box or "Faraday Bag" that blocks fob signals. (Your microwave oven also blocks fob signals but be sure not to accidentally cook your fob).
- (b) Renters should consider purchasing personal articles insurance to cover personal valuables. Same for unit owners for valuables not covered by unit owners (HO-6) insurance. See Rule 14.

7. FIRE PREVENTION

Since Rock Creek Gardens is a common ownership community consisting of multi-unit buildings, any fire occurring in one [unit](#) would likely affect other units in the same building. Fires that spread beyond the unit where a fire originates also have the potential of affecting utilities and other critical parts of the [general common elements](#), which could affect units beyond the building in which a fire occurs. Residents, whether owners or tenants, are expected to be aware of common-sense fire safety principles and are obligated to abide by the detailed policies and procedures included in [Rule 9A](#), Fire Prevention and Protection.

- a. Fire extinguishers are located in the stairwells of each building. Residents are encouraged to be familiar with exact locations and how to use them. Extinguishers can be accessed by breaking the glass of the storage case using an attached break-bar. (Note: Be mindful of glass shards when removing a fire extinguisher from its storage case.)
- b. Although not required by the county fire code, residents are encouraged to purchase smaller fire extinguishers suitable for in-unit use. Smaller extinguishers (usually 2-5 pounds) are readily available at most hardware and home improvement stores.

If you choose to keep a personal fire extinguisher in your unit, be sure you read the instructions and know how to operate it. It's too late to reach for the operating instructions once a fire has broken out

- c. Per county fire code, personal property of any kind may not be stored or left in hallways, landings, or stairwells.

- d. Permanently installed hard-wired smoke detectors with built-in 10-year battery backup are required and must be replaced every 10 years, regardless of whether a unit is owner-occupied or leased, as required by state law and county code. Details are provided in Rule 9A, [Paragraph 9A-2b\(1\)](#) and online at—

https://www.montgomerycountymd.gov/MCFRS/Resources/Files/misc/Smoke_Alarm_Law_101.pdf

- e. In addition to smoke detectors, units equipped with fireplaces *and each unit one floor directly above or below a fireplace-equipped unit*, must install carbon monoxide detectors, as described in [Paragraph 9A-3b\(2\)](#). Combination smoke/carbon monoxide detectors may be used instead of separate detectors.
- f. Lint screens located in dryers must be emptied after each and every use. In addition, owners of [units](#) with installed venting systems must ensure that vent outlets and associated ductwork are cleaned and cleared of debris at least twice a year at personal expense.
- g. The use of any kind of charcoal or gas-fired cooking equipment in a unit is expressly prohibited nor may gas or liquid fuel of any kind be stored or used in a unit.
- h. As explained in [Paragraph 6b\(1\)](#) and [Rule 14](#), the owner(s) of any unit, whether owner-occupied or leased, in which a fire originates is liable for the first \$10,000 of fire-related damages.

8. MOLD PREVENTION AND REMOVAL

- a. Mold is a type of fungus that plays a key role in degrading waste and decay in the natural environment but which can be harmful to building structures and a threat to human health when it occurs in building and unit interiors. Mold tends to grow and spread over time, thereby increasing the probability of structural damage and making the health threat more acute if left unchecked.
- b. Unit owners and tenants share a common responsibility to prevent, detect, and remove mold growth within dwelling units. The [board of directors](#), through the [management agent](#), has the same responsibility as it applies to the general common elements. Specifically—
 - (1) Unit owners are responsible for detecting and removing mold from owned units, whether leased or owner-occupied, at personal expense. Moreover, unit owners may be held responsible for the first \$10,000 of damage to other units or parts of the general common

elements caused by mold originating in the owned unit, as explained [in Paragraph 6b](#) and detailed in [Rule 14](#). Residents—whether owners or tenants—are expected to:

- (a) Maintain appliances, faucets, shower heads, shutoff valves, and other plumbing fixtures in good working order. See [Rule 4](#).
- (b) Periodically check shutoff valves located under sinks and plumbing connections to washing machines and refrigerators for leaks. Take immediate action to remove any leaking water and promptly repair or replace any leaking valves, fittings, or hoses.
- (c) Periodically check heat pump and washing machine drip pans for evidence of leaks. Take immediate action to remove any water that may have collected in drip pans and ensure that repairs are promptly made.

- (d) Immediately notify the [on-site office](#) during normal business hours or the emergency phone number at other times if a leak or rupture cannot be immediately contained.

- (e) Promptly clean up any accidental spills and open surrounding windows to promote quick drying. In this connection, be alert for water stains that appear on walls or ceilings, which could indicate moisture seeping from a [unit](#) located on a higher floor, or from roofs, drains, or pipes located behind walls. Also be alert for dark bluish-green stains on walls or ceilings that indicate the presence of mold.



- (f) Remove any mold that is found within a unit using either a 3:2 solution of white vinegar and water or a commercial cleaner formulated for that purpose.

- (2) The [Council of Unit Owners](#) is responsible for detecting and removing mold from the [general common elements](#) at common expense, including any unit(s) damaged by the spread of mold originating in the general common elements. The Council of Unit Owners is also responsible for removing mold that spreads to adjoining units from mold originating in an identifiable unit, which may be reduced by the \$10,000 unit owner's liability, as explained in

Paragraph 6b and detailed in [Rule 14](#). Specifically, the Council of Unit Owners, through the [management agent](#), will:

- (a) Ensure that gutters and downspouts are periodically cleared of debris
- (b) Maintain grading adjacent to building foundations to ensure that water does not pool or flow into foundations or crawl spaces.
- (c) Promptly repair any stress cracks in building foundations.
- (d) Regularly inspect interior [general common elements](#), including crawl spaces, for evidence of mold or moisture and promptly initiate appropriate repairs or other remedial action.
- (e) Regularly inspect boilers, cooling towers, swimming pool pumps, and the like to ensure watertight integrity and promptly make any necessary repairs.
- (f) Investigate reports of leaks or seepage received from building residents. Promptly make repairs for leaks originating in the general common elements or coordinate with unit owners as necessary to ensure repairs are made for leaks originating in dwelling units.

SECTION II

RULES AND REGULATIONS

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**COUNCIL OF UNIT OWNERS
Rock Creek Gardens Condominium
Silver Spring, Maryland
RULES AND REGULATIONS**

<i>Rule No.</i>	<i>Title</i>	<i>Effective Date:</i>	<i>Page</i>	<i>No of pages</i>
1	Rulemaking Process	07/11/2019	1	3
<i>Bylaw Reference(s)</i>		<i>Maryland Condominium Act Reference(s)</i>		
Art. VI Sec 3(d); Art. XI Sec 3(b); Art. XII Sec 1(b)		Section 11-109(d)(2); Section 11-111(d)		

1-1. PURPOSE

The [Board of Directors](#) holds broad authority under provisions of both the [Bylaws](#) and the Maryland Condominium Act to enact and enforce [rules and regulations](#) it considers necessary in the best interests of the community. This rule defines a process and prescribes procedures for establishing necessary and appropriate community rules.

1-2. POLICY

- a. As an integral part of its governance authority, the Board of Directors shall consider, promulgate, enact, and enforce such rules and regulations it considers necessary and appropriate to comply with applicable state laws and county ordinances, implement the Bylaws, protect the [general common elements](#), and generally promote the best interests of the community.
- b. In addition to developing and enacting new rules, the Board of Directors shall continuously monitor existing rules for applicability and currency and shall amend, modify, revise, or rescind any existing rules that, in its opinion, are no longer needed, no longer serve a purpose, or no longer serve the best interests of the community.
- c. The Board of Directors shall establish and maintain a standing Rules Committee, comprised of no less than three current unit owners in good standing, to advise and assist the board in carrying out its rulemaking responsibilities. Duties and responsibilities of the Rules Committee shall include:
 - (1) Acquire a working knowledge of the Rock Creek Gardens [governing documents](#), the Maryland Condominium Act, and other state laws and county ordinances that relate to condominium governance, administration, and management.
 - (2) Provide advice and assistance to the Board of Directors as may become necessary in matters pertaining to community rules and regulations.
 - (3) Recommend the enactment of new rules or the amendment or rescinding of existing rules based on changes to applicable state laws and county codes, internal or external circumstances or conditions that affect the quality of life of the community, or other factors that the committee considers to be in the best interests of the community.
 - (4) Coordinate directly with the [management agent](#), government agencies, commercial entities, and similar condominium communities as may be necessary in the research and development of potential new rules or changes to existing rules.
 - (5) Draft new rules or changes to existing rules for consideration by the Board of Directors.
 - (6) Attend meetings or hearings at which proposed new rules or changes to existing rules are on the meeting agenda and be prepared to discuss proposed new rules or changes to the extent necessary.

Rule No.	Title	Page	No of pages
1	Rulemaking Process	2	3
<p data-bbox="240 233 1479 380">d. No new rule or substantive change may be enacted without first following the rulemaking process prescribed by this rule. A substantive change is one that materially changes the meaning, provisions, or requirements of a rule. Non-substantive changes, such as grammar and spelling revisions, that do not change the meaning or intent of any part of any rule may be made administratively and are not subject to the formal rulemaking process.</p> <p data-bbox="142 443 375 468">1-3. PROCESS</p> <p data-bbox="240 506 1474 716">a. Upon recommendation of the Rules Committee or on its own initiative, the Board of Directors may approve a proposed new rule or substantive change to an existing rule but may not enact any proposed new rule or substantive change without first notifying each unit owner as provided for in the Bylaws. The written notification of unit owners must be delivered either by postal mail or electronically to those who have consented to receive notices by electronic means. Notice must be delivered at least 15 days in advance of any scheduled hearing or open meeting on the rule is conducted, and must include:</p> <ul style="list-style-type: none"> <li data-bbox="289 751 906 777">(1) A copy of the proposed new rule or amendment. <li data-bbox="289 814 1036 840">(2) The proposed effective date of the new rule or amendment. <li data-bbox="289 877 1474 940">(3) An invitation for unit owners to submit written comments on the proposed new rule or substantive change by a specified date for consideration by the Board of Directors. <p data-bbox="240 968 1463 1115">b. Prior to making any decision regarding enactment of a new rule or substantive change to an existing rule, the Board of Directors must conduct an open meeting at which any unit owner or tenant may comment on the proposed rule or change. The open meeting may be held as part of a regular meeting or at a special meeting of the Board of Directors called for that purpose. However, the meeting may not be conducted unless the following preconditions are met:</p> <ul style="list-style-type: none"> <li data-bbox="289 1150 1446 1213">(1) Each unit owner must receive at least 15 days advance notice of the open meeting in writing or electronically, as described above. <li data-bbox="289 1251 1130 1276">(2) A quorum of the Board of Directors must be present at the meeting. <p data-bbox="240 1304 1474 1398">c. After considering written comments submitted in advance and verbal comments received at the open meeting, the Board of Directors, by majority vote, may enact, enact with amendments, or reject the proposed new rule or substantive change.</p> <p data-bbox="240 1430 1463 1493">d. The effective date of a rule enacted under this process is 30 calendar days after the date of the vote to enact, unless a different effective date is specified.</p> <p data-bbox="240 1524 1455 1587">e. Unit owners may appeal any decision by the Board of Directors to enact a new rule or substantively change an existing rule. The following procedures apply:</p> <ul style="list-style-type: none"> <li data-bbox="289 1619 1474 1766">(1) Dissenting unit owners must file a petition with the Board of Directors calling for a special meeting of the Council of Unit Owners to reconsider the decision to enact a new rule or a substantive change to an existing rule within 15 days of the vote to enact. Any such petition must include the signatures of 15 percent of the current unit owners in good standing. Signatures of tenants or agents are not valid and shall not be counted. 			

Rule No.	Title	Page	No of pages
1	Rulemaking Process	3	3
<p>(2) Upon receiving a valid petition, the Board of Directors shall schedule a special meeting of the Council of Unit Owners within 30 days, at which the matter of reconsideration shall be an agenda item. Notification of the special meeting must be provided to all unit owners in writing or electronically, in accordance with the Bylaws, at least 15 days in advance of the date of the special meeting.</p> <p>(3) The quorum defined in Article V Section 5 of the Bylaws (40% of the percentage votes of the unit owners) must be present at any special meeting in order for business to be conducted.</p> <p>(4) Any special meeting called for this purpose must allow for comment by unit owners, tenants, and mortgagees.</p> <p>f. The decision of the Board of Directors to enact a new rule or substantively change an existing rule may be reversed if 50 percent of the unit owners in good standing present and voting at the special meeting disapprove of the proposed new rule or substantive change, and the number of votes to disapprove represent at least 33 percent of the total votes within the Council of Unit Owners.</p>			
<p>1-4. EXCEPTIONS</p>			
<p>a. Any unit owner or tenant may apply to the Board of Directors for an exception that, if approved, would exempt the owner or tenant any or all provisions of any duly enacted rule. Requests for exception must be in writing and must—</p> <p>(1) Identify the specific rule or provision(s) of the rule for which the exception is requested.</p> <p>(2) Include detailed justification other rationale that applies to or supports the request.</p> <p>(3) Be personally signed by the unit owner or tenant requesting the exception.</p> <p>(4) Be received by the on-site office not later than 30 days after the effective date of the rule.</p> <p>b. The Board of Directors will consider the exception request at its next scheduled meeting. Providing that a quorum of directors is present, decisions regarding each request for exception will determined by majority vote.</p>			

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COUNCIL OF UNIT OWNERS
Rock Creek Gardens Condominium
Silver Spring, Maryland
RULES AND REGULATIONS

<i>Rule No.</i>	<i>Title</i>	<i>Effective Date:</i>	<i>Page</i>	<i>No of pages</i>
2	Assessments for Common Expenses	07/11/2019	1	3
<i>Bylaw Reference(s)</i>		<i>Maryland Condominium Act Reference(s)</i>		
Article VI Section 3(c); Article VIII		Sections 11-110 & 11-111(d)		

2-1. PURPOSE

This rule describes [assessments for common expenses](#) and defines the authority of the [Board of Directors](#) to levy such assessments, provide for installment payments of assessments due, establish a collection process, and take action to ensure collection of delinquent installments.

2-2. POLICY

- a. The [Council of Unit Owners](#), through the Board of Directors, will prepare and adopt a budget for each fiscal year that estimates income and projects expenses for the following categories, at a minimum:
 - (1) Management and administration
 - (2) Utilities not metered to specific units
 - (3) Casualty and liability insurance for the [general common elements](#)
 - (4) Maintenance and upkeep of the general common elements
 - (5) Reserves for replacements
 - (6) Legal fees
 - (7) Capital improvements
- b. The fiscal year coincides with the calendar year.
- c. Each annual budget will specify the pro-rata contribution payable by each unit owner that is needed to fund the budget. The pro-rata share is based on the [percentage interest](#) of each unit as established in the [Declaration](#), and is properly known the *Assessment for Common Expenses*, although it may informally be referred to as the "condominium fee."
- d. In addition to the annual assessment, the Board of Directors may also levy [special assessments](#) for emergency or unforeseen common expenses not included in the annual budget, subject to approval by a majority of the percentage votes of the unit owners at a [special meeting](#) called for that purpose.
- e. Monthly assessment payments are payable for each owned unit, regardless of whether a unit is owner-occupied, leased, or vacant.
- f. Payment of assessments for common expenses is mandatory under the [Bylaws](#) and state law. No unit owner can create an exemption from this obligation by foregoing use of the general common elements or abandoning a unit.
- g. If the Board of Directors does not fix the amount of the annual assessment for the next fiscal year before the end of the current fiscal year, each unit owner must continue to remit monthly installments in the same amount as was paid during the current fiscal year. Such an omission or failure does not nullify or cancel a unit owner's responsibility to continue to pay assessment installments at the last established level.
- h. Unit owners and institutional lenders have the right to request at any time, and the Council of Unit Owners, through the [management agent](#), must provide a written certificate verifying the status of an assessment, as described in the Bylaws. The certificate constitutes conclusive evidence of payment or non-payment of any assessment or installment described. Unit owners requesting a certificate may be charged a preparation fee of up to \$30 but no fee will be charged to institutional lenders.

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2-3. COLLECTIONS

- a. The annual assessment for common expenses and any duly enacted special assessments will be collected in equal monthly installments, payable in advance, that are due and payable on the first day of each month. Payments are collected by the [management agent](#) and may be made by either of the following methods:
 - (1) Electronic debit from an account designated by the unit owner.
 - (2) U.S. Mail, using the payment coupon and pre-addressed envelope provided for that purpose. Checks must be made payable to *Rock Creek Gardens*.
- b. Unit owners are encouraged to remit payment using the electronic debit option. This method ensures that payments are credited on the date due and eliminates the possibility of delinquencies caused by delayed delivery or lost mail.

2-4. DELINQUENT INSTALLMENTS

- a. Monthly installments of the annual assessment for common expenses and any [special assessments](#) are due and payable on the first day of each month. Any installment not paid when due is considered late, and is considered delinquent if it remains unpaid for more than 15 days.
- b. The Board of Directors has a duty under the Bylaws to ensure prompt payment of all duly enacted assessments and, upon resolution and delivery of written notice to the unit owner, may take any or all of the following actions should one or more late installments become delinquent:
 - (1) Assess a late charge equal to one-tenth of the amount owed for each installment payment that remains unpaid for more than 15 calendar days, beginning on the date the payment was originally due. The late charge may be imposed only once for each separate unpaid installment.
 - (2) Impose interest charges on the unpaid installment(s) at an annual rate of 18 percent.
 - (3) Accelerate payment of all remaining installments for the current fiscal year to become due and payable immediately if the delinquent installment(s) are not paid within 30 days from the date the written notice was received.
- c. Owners of units with installments that are delinquent for more than 60 days may not vote at the [Annual Meeting](#) or any special meeting of the Council of Unit Owners, nor may any such owner be elected to the [Board of Directors](#). In addition, any [Architectural Change Application](#) submitted under the provisions of [Rule 3](#) by any such owner will not be accepted for consideration.
- d. As provided for in the Bylaws, the Board of Directors is obligated to notify any first mortgage holder of any delinquent installment continuing beyond 30 days. A continuing delinquency also constitutes a default on the mortgage itself and the mortgage holder will have the right, at its discretion, to cast any vote appurtenant to the mortgaged unit at the annual or any special meeting of the Council of Unit Owners. The absence of such language from the mortgage documents does not affect the mortgage lender's rights in this regard.

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<p>2-5. LIENS</p> <ul style="list-style-type: none"> a. The Board of Directors may direct the attorney for the Council of Unit Owners to place a lien for the amount of installment(s) that are delinquent for periods in excess of 90 days, in accordance with the Bylaws and applicable provisions of <i>The Maryland Contract Lien Act</i>. b. A lien that has been recorded as described above has priority as provided by law from the date a Statement of Lien is filed, except for liens, security interests, or other encumbrances with priority held by or otherwise for the benefit of the State of Maryland, Montgomery County, or any of their units or instrumentalities. c. A duly recorded lien against a unit, by law, has partial priority over any lien filed by the holder of any first mortgage on the property that was recorded after September 30, 2011. In this connection, the holder of any first mortgage may ask for additional written information about the lien filed by Council of Unit Owners. Failure to provide the requested information within thirty days will cause the lien filed by the Council of Unit Owners to lose its priority status. d. If a unit named in a duly recorded lien for any delinquent installment is foreclosed upon, the Board of Directors may charge a reasonable rent to any unit owner who continues to occupy a foreclosed unit and is entitled to appoint a receiver to collect the rent. 			

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**COUNCIL OF UNIT OWNERS
Rock Creek Gardens Condominium
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RULES AND REGULATIONS**

<i>Rule No.</i> 3	<i>Title</i> Architectural Standards	<i>Effective Date:</i> 07/13/2023	<i>Page</i> 1	<i>No of pages</i> 7
<i>Bylaw Reference(s)</i> Article XII		<i>Maryland Condominium Act Reference(s)</i> Sections 11-108.1,11-111(d),11-115	<i>Montgomery County Code References:</i> Chap 8 Sec 8-3 & 8-5 thru 8-7, 8-24&25	

3-1. PURPOSE

The [Council of Unit Owners](#) encourages periodic renovations, improvements, and upgrading of dwelling units in the interest of improving the overall quality of the community. However, the Council, through the [Board of Directors](#), also has an obligation under the [Bylaws](#) and state law ensure the structural soundness and integrity of all of the buildings and structures that comprise the community, and to ensure the upkeep of other parts of the general common elements. This rule establishes policies and procedures to assist the [Board of Directors](#) in carrying out those responsibilities.

3-2. DEFINITIONS

- a. **Unit** means a three-dimensional space identified as such in the Declaration and generally including the interior walls, doors, windows, ceilings, and all furniture, flooring (including the upper surface of the subfloor), carpeting, cabinetry, countertops, appliances, heat pumps, electric light fixtures, and plumbing fixtures. Units so configured also include skylights, fireplaces, flues, and chimneys,
- b. **General Common Elements** means those parts of the condominium infrastructure, as described and identified in the Declaration, that is shared by and benefits all of the community. Examples include building structures, cooling towers, boilers, stairwells, hallways, utilities, grounds, walkways, parking areas, and recreational facilities.
- c. **Limited Common Elements** means those parts of the condominium infrastructure, as described and identified in the Declaration, that are reserved for the use of, or otherwise benefit, one or more but less than all unit owners. Examples include balconies, patios, and storage areas.
- d. **Renovation** means any improvement or betterment done to the interior of a unit that does not require the removal or relocation of any vertical support or horizontal cross-member, or the removal, relocation, shortening, or extension of any duct, pipe, or drain located behind walls, above ceilings, or under floors.
- e. **Alteration** means any improvement that requires any change to the general common elements, such as removal or relocation of any vertical support, horizontal cross-member, floor or ceiling joist, or roof truss, or that necessitates any change to the configuration or location of any duct, pipe, or drain.
- f. **Emergency Repair** means any action that must be taken to mitigate any plumbing, electrical, or other infrastructure condition that poses an immediate threat to health and safety of residents, or to the integrity of any unit or units, regardless of day or hour.

3-3. POLICY

- a. Unit owners may renovate, redecorate, and generally improve owned units at their discretion and according to their individual preferences and desires, except as limited or prohibited elsewhere in this rule or in the Bylaws. Examples of renovations and improvements that may be made without prior approval include:

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<p>(1) Interior painting and installation or replacement of wallpaper.</p> <p>(2) Removal of all or parts of existing interior walls that does not also involve the removal of any vertical or horizontal structural support member.</p> <p>(3) Periodic replacement of appliances, including refrigerators, ranges, washers, dryers, dishwashers, garbage disposals, compactors, electrical fixtures, and the like.</p> <p>(4) Installation of cabinets, vanities, countertops, and sinks.</p> <p>(5) Repair or replacement of flooring (including subfloors) and carpeting</p> <p>(6) Repair and replacement of interior plumbing fixtures, to include faucets, showerheads, shutoff valves, and diverters,</p> <p>(7) Replacement of heat pumps, provided that the replacement heat pump is compatible with the existing space reserved for heat pumps within each unit. Heat pumps that include components designed to operate outside are prohibited and may not be installed anywhere on the general or limited common elements. Heating, ventilation, and air conditioning (HVAC) contractors can assist in identifying suitable units.</p> <p>b. Owners of units with attached or installed limited common elements may perform preventive maintenance and routine repairs, and make cosmetic improvements without prior approval, except as noted in Paragraph 3-4a. Examples include refinishing of balcony or patio decks, repainting of balcony or patio rails, refinishing of chimneys, and replacement of wooden deck planks.</p> <p>c. Replacement or renovation of exterior limited common elements, such as patios and balconies, by a unit owner requires prior approval of the Board of Directors. Replacements must be substantially identical to similar existing limited common elements in style, color, and general appearance.</p> <p>d. The following types of interior alterations require submission of the attached Architectural Change Application and prior architectural review and approval:</p> <p>(1) Alterations that involve removal of any structural framing, to include all or parts of any vertical studs, horizontal cross-beams, floor or ceiling joists, or roof trusses, as explained in Paragraph 3-4a.</p> <p>(2) Alterations that involve any change in the configuration of any existing ductwork.</p> <p>(3) Installation of an additional bathroom or alterations to an existing bathroom that involves the removal of a bathtub or any change in the configuration of any existing pipe or drain.</p> <p>(4) Removal or replacement of any structural support to any patio or balcony.</p> <p>(5) Installation of any kitchen, bathroom or laundry venting system that exhausts to the outside, as explained in Paragraph 3-4b.</p> <p>(6) Replacement or improvement of windows, as explained in Paragraph 3-4c.</p> <p>(7) Any other activity that affects or may adversely affect any part of the general common elements, or any adjacent or adjoining unit.</p> <p>e. No unit may be subdivided or partitioned in any manner.</p>			

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3	Architectural Standards	3	7
<p>f. No change may be made to the exterior appearance of any building nor may changes described in Paragraph 3-3c be made to any unit without prior architectural review and written approval of the Board of Directors. Any such unauthorized change will incur a fine of \$250 per violation and \$500 per month for any continuing or new violation. Violators are also potentially liable for civil and/or criminal penalties provided for in state law and/or county code.</p> <p>g. Unit owners or tenants may not alter or change any landscaping, or use any part of the general common elements to plant or cultivate flowers or any type of vegetation, without prior approval of the Board of Directors, as explained in Paragraph 3-4d.</p> <p>h. The Board of Directors may consider architectural change applications directly or establish a standing Architectural Standards Committee to evaluate proposals and make appropriate recommendations. To the extent possible, the Board will consider each application at its next scheduled meeting after the application is filed with the on-site office.</p> <p>i. If the Board of Directors or Architectural Standards Committee fails to act on any architectural change application within 60 days of submission, the application will be considered to have been approved and the provisions of this rule and Article XII of the Bylaws will be deemed to have been fully complied with.</p> <p>j. Architectural change applications will not be accepted from owners of units of installments of the assessment for common expenses is delinquent by more than 60 days or against which a lien for unpaid installments has been placed, as described in Rule 2.</p> <p>k. The Board of Directors, through its agents and employees, reserves the right to inspect any work in progress.</p> <p>l. To enhance the appearance of the community, the exterior-facing side of all window shades, curtains, blinds, drapes, or drapery liners must be white or off-white in color. Interior shutters, bamboo shades, and similar coverings may be white, off-white, or natural wood in color. Following written notification of a violation from the Board of Directors and a request to comply with this provision, violations will incur a fine of \$25 per month for each non-compliant window covering.</p> <p>m. The installation or use of any form of window-mounted air conditioning unit or fan is expressly prohibited. Following written notification of a violation from the Board of Directors and a request to comply with this provision, violations will incur a fine of \$25 per month.</p> <p>n. Installation or operation of personally owned or leased electrical power generators is prohibited anywhere on the general common elements or within any unit.</p> <p>o. Except for bona fide emergency repairs, any renovation, remodeling, repair, or alteration that, by its nature, creates unreasonable noise or involves the use of noise-generating machinery may not begin before 8 a.m. or continue after 6 p.m., or take place anytime on Saturdays, Sundays, or legal holidays. Work must be completed in a way that does not unreasonably interfere with the operation and maintenance of the general common elements or constitute a nuisance to adjacent or adjoining units, or the neighborhood. See also Rule 13.</p> <p>p. Unit owners and their contractors are responsible for ensuring that demolition and construction debris is not deposited in the community trash collection areas, as explained in Rule 10. A statement to this effect will be included in each Architectural Change Application approval.</p>			

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3	Architectural Standards	4	7
<p data-bbox="66 191 370 220">3-4. PROCEDURES</p> <p data-bbox="175 254 570 283">a. <u>Renovations and Alterations.</u></p> <p data-bbox="224 317 1370 407">(1) Renovations or alterations for which prior approval is required, as explained in Paragraph 3-3 above, require prior submission of an Architectural Change Application (copy attached). Applications should be completed consistent with the following guidance:</p> <p data-bbox="261 443 1425 590">(a) Applications must include sufficient detail to enable the Board of Directors to make informed decisions. The Nature of Requested Changes section must provide full details of the proposed work, to include dimensions and measurements, types of materials to be used, and the location(s) within the unit where work is to be performed. Descriptions may be continued on blank sheets of paper if the space provided on the application form is not sufficient.</p> <p data-bbox="261 625 1414 684">(b) Sketches, drawings, photographs, or artist’s renderings may be attached to the applications to the extent that they help explain or provide context for the work to be performed.</p> <p data-bbox="261 720 1446 930">(c) Applications that propose the partial or complete removal of any existing wall that, in turn, necessitates removal of all or any part of any vertical or horizontal support member(s) must be accompanied by a certification from a professional engineer that the support member(s) to be removed are not load-bearing and that the integrity of the building structure will not otherwise be compromised. Any recommendations included on the certification must be included in the scope of work as a condition of approval. The on-site office can provide contact information for qualified professional engineers.</p> <p data-bbox="224 966 1398 1056">(2) Repairs or improvements to any limited common element that involves any change to existing exterior colors require submission of an Architectural Change Application and prior architectural review and approval.</p> <p data-bbox="224 1092 1430 1239">(3) Work on any project for which an application has been submitted may not begin until written approval has been received by the unit owner. Submitting an Architectural Change Application for review does not constitute approval. Violations will incur a fine of \$250 per unauthorized alteration. Each subsequent violation will incur a fine of \$500, and any continuing violation will incur a fine of \$500 per month.</p> <p data-bbox="224 1274 1414 1392">(4) Work that involves any change to the electrical or plumbing infrastructure of any unit must be performed by properly licensed and insured contractors, and conform to all applicable state laws and/or county codes. In this connection, unit owners are responsible for obtaining any necessary building permits in advance, either directly or through their contractors.</p> <p data-bbox="224 1428 1373 1545">(5) A certificate of insurance from each licensed contractor naming “Rock Creek Gardens Condominium” as an additional insured must accompany each application. In addition, each contractor must agree in advance that any liens placed to recover unpaid invoices will be filed against the unit owner personally and not the Council of Unit Owners or management agent.</p> <p data-bbox="175 1581 435 1610">b. <u>Venting Systems.</u></p> <p data-bbox="224 1644 1438 1703">(1) Any proposed installation of a bathroom and/or laundry venting system that exhausts to the outside requires prior submission of an Architectural Change Application.</p> <p data-bbox="224 1738 1455 1885">(2) Applications must include sufficient detail to enable the Board of Directors to make informed decisions. The Nature of Requested Changes section must provide full details of the proposed venting system, to include a description of the length(s) and locations(s) of exhaust conduits and the size, color, type of material, and location(s) of each outlet. Descriptions may be continued on blank sheets of paper if the space provided on the application form is not sufficient.</p>			

- (3) Each application must also include the following supplemental information, which must be attached to the application:
- (a) *Exhibit A:* Photographs, drawings, sketches, or artist's renderings of each exterior vent outlet that shows:
- Dimensions
 - Exact location
 - Height above ground level
 - Constant level site line to ensure uniformity in placement
- (b) *Exhibit B:* For proposed venting systems that will pass through pitched roofs – Photographs, sketches, or drawings, and written specifications that identify materials and processes to be used to ensure the integrity of the roof structure and preserve existing warranties.
- (4) Applications for venting systems must be consistent with the following specifications. Examples are shown in the accompanying photos:
- (a) Proposed bathroom or laundry venting systems must exhaust only to the rear or sides of buildings. Applications for venting systems that exhaust to the front of any building will not be approved.
- (b) Kitchen vents are not allowed because of the potential fire hazard resulting from accumulated cooking residues.
- (c) Placement of exterior vents must be horizontally and vertically level with other existing vents, adjacent windows, and the building itself.
- (d) The dimensions of exterior vent covers must be six inches on all sides and each vent match the color of the building exterior. Unit owners considering venting systems are encouraged to coordinate with the on-site office in advance to review examples of acceptable systems.



- (5) Bricks removed incident to any venting system installation must be delivered to the on-site office and may not be retained or otherwise disposed of by the unit owner or contractor.
- (6) Before submitting any Architectural Change Application for a laundry venting system, unit owners are encouraged to investigate the feasibility of installing a ventless dryer as an alternative to a laundry venting system.
- (7) All venting system installations must be performed by a fully licensed and insured contractor, and be fully compliant with all applicable fire and building codes. Contractors and subcontractors must also agree in writing and in advance that any liens placed for unpaid invoices will be filed against the unit owner and not the Council of Unit Owners or management agent.

Rule No.	Title	Page	No of pages
3	Architectural Standards	6	7

- (8) Once a proposed venting system is approved and installed, the unit owner becomes obligated to clean the exhaust conduit and exterior outlet of accumulated lint and debris at least twice a year at personal expense. See [Rule 4](#).

c. Windows and Doors.

- (1) Windows are designated in the [Declaration](#) as part of each unit and therefore may be repaired or replaced at the discretion of each unit owner at personal expense.
- (2) Unit owners are encouraged to replace the original wood construction single-pane windows with contemporary vinyl and/or aluminum construction double- or triple-pane insulated windows for ease of maintenance and to promote energy efficiency.
- (3) Replacement windows must be substantially identical in color and style with all other windows installed in the community. In this connection—
- (a) Windows must be of double-hung design with separate upper and lower sections that can be opened or closed independently.
- (b) Each section must be subdivided into either six or eight subsections, depending on the style used in the building where the new windows are to be installed, using divider inserts mounted between the glass panes. (See examples below.) In general, window sections installed in three-story buildings consist of two rows of four subsections each while those installed on two-story buildings consist of two rows of three subsections each.



- (c) The exterior-facing portion of the window assembly, including the inserts, must be white in color.
- (d) Window glass must not contain a color tint.
- (e) Exterior framing that surrounds and supports the exterior window assembly must be of the standard color used on window frames for the rest of the building, as shown in the following chart. Standard Sherwin-Williams colors and tint numbers for Rock Creek Gardens building exteriors are:

Rule No.	Title	Page	No of pages
3	Architectural Standards	7	7

Building(s)	Color	Color Code
2200 Washington Ave.	Rare Gray	SW6199
2224 & 2248 Washington Ave. 8201 Grubb Rd.	Universal Khaki	SW6150
2240 Washington Ave.	Mega Greige	SW7031
8201 Grubb Rd.	Universal Khaki	SW 6150
All others	Relaxed Khaki	SW6149

- (4) The interior-facing side of the replacement window assembly, including inserts, may be of any color or finish selected by the unit owner.
- (5) Unit owners desiring to replace existing windows must file an Architectural Change Application with the on-site office. The description of work provided on the application must state the number of windows to be replaced and state that the design will conform to the specifications listed above.
- (6) Installation of replacement windows must be performed by a properly licensed contractor. A certificate of insurance from each licensed contractor to be used naming "Rock Creek Gardens Condominium" as an additional insured must also accompany each application. In addition, each contractor must agree in advance that any liens placed to recover unpaid invoices will be filed against the unit owner personally and not the Council of Unit Owners or management agent.
- (7) Although unit entry doors are part of each unit, the color of the exterior-facing side is determined by the Board of Directors and may not be changed. Repainting of exterior-facing sides that may be required as a result of damage must be accomplished by the on-site maintenance technician. Costs incurred may be billed to the unit owner, as determined by the Board of Directors.
- (8) Unit owners may paint or decorate the interior-facing side at personal expense as they desire and at their discretion.
- (9) Existing mechanical door locks may not be replaced with any type of electronic locking system without prior approval of the Board of Directors, which reserves the right to prescribe specific types and/or designs.
- (10) Architectural change applications involving replacement of unit entry doors will not normally be approved unless the existing door has been damaged to the point of being manifestly unsecure or unserviceable.

d. Landscaping.

- (1) The Council of Unit Owners, through the management agent, will arrange for contractual landscaping services to establish and maintain exterior landscaping of the [general common elements](#) in order to facilitate drainage and enhance the exterior appearance of the community.
- (2) The overall landscaping program, and any modifications or changes thereto, will be approved by the Board of Directors either directly or through the Architectural Standards Committee, or a standing Landscaping Committee established for this purpose. Potted or hanging plants, however, may be emplaced on attached balconies or patios without limitation.
- (3) Unit owners or tenants may not alter or change any landscaping, or use any part of the general common elements to plant or cultivate flowers or any type of vegetation, without prior review by the Landscaping Committee and approval of the Board of Directors. Each violation is subject to a \$100 fine. Subsequent violations by the same resident are subject to a \$200 fine. Continuing violations are subject to a fine of \$100 per month.

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**COUNCIL OF UNIT OWNERS
Rock Creek Gardens Condominium
Architectural Change Application**

Instructions: An Architectural Change Application must be filed with the on-site office by any unit owner who desires to make any alteration listed in Rule 3 that affects or could affect, any part of the general common elements. Applications that are not fully completed or that lack any required attachments, such as architectural plans, sketches, drawings, photos, and engineer's certifications will not be accepted. Completed applications will be referred to the Board of Directors, which will review the proposal and accept, modify, or reject the application. Please note that work may not begin on any project until this application is approved by the Board of Directors.

Unit Owner's Information

Name:	Current Mailing Address:	Electronic Mail Address:
Address and Unit Number where work is to be performed (if different):		Telephone Number(s):

**Nature of Requested Change(s)
(check all that apply)**

<input type="checkbox"/> Structural change	<input type="checkbox"/> Pipe or drain relocation	<input type="checkbox"/> Tub replacement	<input type="checkbox"/> New or additional bath
<input type="checkbox"/> Venting System	<input type="checkbox"/> Window Replacement	<input type="checkbox"/> Landscaping	<input type="checkbox"/> Other (specify)

Description of Work to be Performed

Describe work to be performed in sufficient detail to allow the Board of Directors to make informed decisions. This includes numbers and locations of structural support members to be removed, locations of pipes and drains to be relocated, numbers and types of windows to be replaced, types and locations of venting system exhaust hoses and exterior outlets. Attach plans, sketches, and photos as may be appropriate. Use other side or additional sheets of blank paper as necessary to provide a complete description.

Is this a do-it-yourself project? <input type="checkbox"/> Yes <input type="checkbox"/> No	Name and address of contractor, if no:	License No.

Unit Owner's Certification

I certify that I have read and understand the Rock Creek Gardens architectural standards rule and will not allow work to begin until approved by the Board of Directors.	Signature:	Date

Office Use Only

Date Accepted:	Hearing Date:	Unit Owner Notified of Hearing Date on:
Board Action:		Unit Owner Notified of Decision on:
<input type="checkbox"/> Approved <input type="checkbox"/> Approved with Modifications (details provided separately) <input type="checkbox"/> Disapproved		

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COUNCIL OF UNIT OWNERS
Rock Creek Gardens Condominium
Silver Spring, Maryland
RULES AND REGULATIONS

<i>Rule No.</i> 4	<i>Title</i> Maintenance	<i>Effective Date:</i> 05/09/2025	<i>Page</i> 1	<i>No of pages</i> 3
<i>Bylaw Reference(s)</i> Article X Sections 3 and 4		<i>Maryland Condominium Act Reference(s)</i> Section 11-108.1, 11-111(d)	<i>Montgomery County Code Reference(s):</i> Sec 8-3; 8-5(a); 22-96	

4-1. PURPOSE

This rule describes the respective maintenance responsibilities of the [Council of Unit Owners](#) and individual unit owners, and identifies specific maintenance requirements that apply to residential [units](#). The scope of this rule does not include renovations, alterations, and capital improvements, which are addressed in [Rule 3](#).

4-2. POLICY

- a. The Council of Unit Owners, through the [management agent](#), is responsible for maintaining the [general common elements](#) at [common expense](#). Common expenses include, but are not limited to building structures, cooling towers, boilers, stairwells, hallways, utilities, grounds and landscaping, walkways, parking areas, and recreational facilities.
- b. Unit owners are responsible for maintaining the interior of each owned unit in good order and repair at personal expense. The portion of each unit for which the unit owner is responsible is generally defined as everything that is installed or located within the interior sides of walls, floors (including subfloors), and ceilings, including—
 - (1) Appliances, such as refrigerators, ranges, dishwashers, garbage disposals, compactors, and the like
 - (2) Cabinets, vanities, and countertops
 - (3) Sinks, tubs, and toilets, including diverters and drains
 - (4) Heat pumps
 - (5) Water shutoff valves located within each unit associated with sinks, tubs, showers, appliances, and heat pumps
 - (6) Windows and doors
 - (7) Flooring and carpeting
 - (8) Electrical fixtures, to include electric lights and electrical appliances located inside the unit
 - (9) Smoke detectors
 - (10) Windows, including both interior and exterior sides
 - (11) Fireplaces, flues, chimneys, and skylights in units so equipped
- c. Unit owners are also responsible for maintaining any [limited common elements](#) included within or attached to the owned unit. Limited common elements include balconies, patios, and storage areas.
- d. Owners of units equipped with wood-frame single-pane windows are encouraged to replace such windows with contemporary energy-efficient double- or triple-pane insulated vinyl- or aluminum-frame windows, as described in [Rule 3](#).

Rule No.	Title	Page	No of pages
4	Maintenance	2	3
<p>e. Regardless of specific lease terms, owners of leased units remain ultimately responsible to the Council of Unit Owners for compliance with the provisions of this rule. The respective maintenance responsibilities of unit owners and tenants must be clearly spelled out in the terms of each lease. Except for emergencies involving an immediate threat to the general common elements or any other unit, maintenance and repair requests originated by tenants must be directed to the unit owner or owner's agent, not the on-site office.</p> <p>f. Upon request, the on-site office will provide contact information for known maintenance service providers but will not provide any recommendations or endorsements. Information and recommendations from residents relating to service providers may also be obtained by posting a message to the community listserv.</p> <p>g. The Board of Directors may, at its discretion, assess a service charge in the event water service to multiple units or buildings must be shut down because of the lack of, inoperability or failure of any in-unit water shutoff valve.</p> <p>h. Failure to maintain a unit in a safe and sanitary condition may expose unit owners to civil and/or criminal penalties provided for in state law and/or county code. In addition, unit owners are financially responsible for the first \$10,000 of damages caused to the general common elements or to other units by conditions originating within an owned unit, whether or not caused by improper or inadequate maintenance. See Rule 14.</p>			
<p>4-3. RESPONSIBILITIES</p>			
<p>a. <u>Council of Unit Owners</u>: Through the management agent, ensure the continuing maintenance and upkeep of the general common elements. In this connection—</p> <ol style="list-style-type: none"> (1) Identify and select vendors and contractors that are properly licensed and qualified to operate or maintain specific portions of the general common elements. (2) Ensure contracts or other arrangements for seasonal and non-recurring services are planned for and provided. Examples include snow and ice clearance, and swimming pool operation. (3) Negotiate terms of purchase orders, contracts, or other agreements that are considered to be in the best interest of the Council of Unit Owners and recommend to the Board of Directors the approval, modification, or termination of contracted services. (4) Monitor and provide quality assurance of vendor and contractor performance. (5) Maintain the Landport Automated Work Order Management System as the primary means of reporting damages to or failure or any part of the general common elements, and to track and manage open work requests, (6) Maintain a comprehensive maintenance history of the general common elements based on Landport data. <p>b. <u>Unit Owners</u>: Ensure the continuing maintenance and upkeep of owned units, including any attached or installed limited common elements, at personal expense. In this connection:</p> <ol style="list-style-type: none"> (1) Maintain sinks, tubs, and toilets, including drains, in good working order and take immediate action to contain, repair, and clean up any leaks detected in pipes or plumbing fixtures. Immediately notify the on-site office or the management agent (301-468-8919 (24 hours)) of any leak or rupture that cannot immediately be contained. (2) Maintain faucets, showerheads, shutoff valves, and diverters located inside the unit in good working order. 			

Rule No.	Title	Page	No of pages
4	Maintenance	3	3

- (3) Ensure that any repairs involving water shutoff valves, pipes and drains are carried out by properly licensed plumbers, in accordance with Rule 3.
- (4) Coordinate with the on-site office before contracting to refinish the exterior of any attached chimney as may be needed to remove rust and to repair corrosion.
- (5) Control fire hazards by--
 - (a) Maintaining electrical appliances in good working order. Repair or replace appliances and electric light fixtures as necessary.
 - (b) Replacing installed hard-wired smoke detectors in each owned unit at least every 10 years with a new hard-wired unit that includes a 10-year sealed battery backup, as required by state law.
 - (c) Ensuring any repairs that require changes to the electrical infrastructure, to include interior wiring, circuit breakers, and breaker panels, are carried out by licensed electricians, as required by [Rule 3](#).
 - (d) Ensuring that lint traps or screens within installed dryers are cleaned after each use.
 - (e) Ensuring that any bathroom or laundry venting system is cleared of lint and debris at least annually.
 - (f) Periodically cleaning the interior of any attached chimney.
- (6) Inspect heat pumps for leaks, safety, and efficient operation at least annually. Replace expendable filters regularly.
- (7) Have a current maintenance agreement with a licensed contractor that provides for at least annual inspections of heat pumps for leaks, safety, and efficient operation. Replace expendable filters regularly.
- (8) Remove any mold detected anywhere within the unit interior; promptly notify the on-site office of mold detected anywhere on the [general common elements](#).
- (9) Maintain the interiors and exteriors of any installed wood-frame windows. In this connection—
 - (a) Promptly replace any cracked or broken glass panes.
 - (b) Repair any indications of wood rot.
 - (c) Periodically repaint the exterior sides of window frames as needed to cover wood repairs and maintain appearance. Ensure that exterior paint used on exterior window frames matches the color used on window frames for the rest of the building, as shown on the following chart of Sherwin-Williams paint specifications:

Building(s)	Color	Color Code
2200 Washington Ave.	Rare Gray	SW6199
2224 & 2248 Washington Ave 8201 Grubb Rd.	Universal Khaki	SW6150
2240 Washington Ave.	Mega Greige	SW7031
8201 Grubb Rd.	Universal Khaki	SW 6150
All others	Relaxed Khaki	SW6149

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**COUNCIL OF UNIT OWNERS
Rock Creek Gardens Condominium
Silver Spring, Maryland
RULES AND REGULATIONS**

<i>Rule No.</i>	<i>Title</i>	<i>Effective Date:</i>	<i>Page</i>	<i>No of pages</i>
5	Community Census	07/11/2019	1	2
<i>Bylaw Reference(s)</i>		<i>Maryland Condominium Act Reference(s)</i>		
Article IV Section 6		Sections 11-109(c)(2)&(3); Section 11-111(d)		

5-1. PURPOSE

The referenced portions of the [Bylaws](#) and Maryland Condominium Act require each unit owner to annually provide the [Council of Unit Owners](#) with the unit owner's name and current mailing address. This rule defines a process for conducting an annual community census in order to comply with provisions of both the Bylaws and state law, and beyond that, to provide a basis for issuing parking permits and pool passes, account for domestic pets maintained within the community, and obtain voluntary consent for receiving notifications of annual and special meetings by electronic means.

5-2. POLICY

- a. The [Board of Directors](#), through the [management agent](#), will conduct an annual census of unit owners to comply with state law and provisions of the Bylaws that require the Council of Unit Owners to maintain a current roster that includes the name and current mailing address of each unit owner, and for each unit owner to provide such information annually.
- b. In order to prevent the need for multiple information collection activities that serve different administrative needs over the course of a calendar year, the community census will also be used to obtain and consolidate information used for the following purposes:
 - (1) Obtaining and documenting the voluntary consent of unit owners who desire to receive notification by electronic means of the [Annual Meeting](#), [special meetings](#), and other business requiring written notification of unit owners.
 - (2) Registering pets that are maintained in condominium units, whether by unit owners or tenants, in accordance with [Rule 7](#).
 - (3) Obtaining a current list of persons residing within each unit, whether unit owners or tenants which, in turn, shall be used as the basis for issuing pool passes in accordance with [Rule 8](#).
 - (4) Verifying that each unit owner maintains casualty insurance (Form HO-6) in a minimum amount of \$5,000, as required in the Bylaws and [Rule 14](#).
- c. Necessary and appropriate information will be obtained using the [Community Census Form](#) that is attached to and is a part of this rule.
- d. The form will be hand-delivered or sent by postal mail to the address-of-record of each unit owner or owner's agent not later than May 10 of each calendar year. The form may also be sent by electronic mail to unit owners who have consented to receive electronic notices. Unit owners or their agents are responsible for obtaining the requested information and returning the completed census form to [the on-site office](#), either by postal mail or in-person, not later than May 31 of each calendar year.
- e. Disclosure of the name and address of each unit owner is mandatory and required by law. Disclosure of other information requested on the census form is voluntary. However--

<i>Rule No.</i>	<i>Title</i>	<i>Page</i>	<i>No of pages</i>
5	Community Census	2	2
<p>(1) Unit owners who fail to provide name and current address information required by law may not vote at the Annual Meeting or any special meeting of the Council of Unit Owners, as provided for in the cited sections of the Maryland Condominium Act.</p> <p>(2) Failure to register a pet in the Pet Registration section of the census form subjects the unit owner of a unit in which an unregistered pet is maintained to sanctions provided for in Rule 7.</p> <p>(3) Pool passes provided for in Rule 8 will not be issued if the resident identification information requested on the census form is not provided.</p> <p>(4) Neither parking permits nor pool passes will be issued if a unit owner fails to complete the insurance certification requested on the census form. See Rule 14.</p> <p>f. At the discretion of the on-site office manager, tenants of units for which a census form has not been submitted may be issued a parking permit and pool passes provided that the unit is not delinquent in any installments of the assessment for common expenses, a current lease is on file, and the primary tenant, as listed on the lease, completes a census form that includes all information, except for items pertaining exclusively to the unit owner.</p> <p>g. The on-site manager shall submit the names of unit owners who have not submitted a census form to the Board of Directors by June 1 of each year.</p>			

ROCK CREEK GARDENS CONDOMINIUM Annual Community Census				Census Year:	
<p><i>Unit owners are required by law to annually provide name and current mailing address. Other information collected on this form consolidates data collection requirements that are common to many recurring functions and eliminates the need to burden residents with multiple requests for the same information. Census information allows the Board of Directors and management agent to more efficiently organize and administer ongoing community management tasks, including timely issuance of parking permits and pool passes.</i></p>					
Unit Owner's Personal Information					
<i>(Name and current mailing address is required by state law. Current telephone number is requested but now mandatory)</i>					
Name(s) of Unit Owner:		Address(es) and unit number(s) of unit(s) owned:		Telephone Numbers	
				Home:	Work or Cell:
Legal Representative (if other than owner):		Mailing Address for legal representative (if different from above):			
Unit Owner's Consent to Receive Official Notifications Electronically					
<i>(Please Enter X below the appropriate response)</i>					
YES	I voluntarily consent to receiving official notifications by electronic means in lieu of hard copy and desire to have such notifications sent to the following electronic address:		NO	I DO NOT consent to receiving official notifications electronically and desire to receive such notifications by postal mail at the address provided above.	
Electronic mail address (es):					
Resident Information					
<i>(List the names of everyone who resides in the unit)</i>					
Name:			Name:		
Name:			Name:		
Motor Vehicle Registration					
Vehicle #1	Year:	Make:	Model:	Color:	State and Plate No.
Pet Registration					
<i>(Bylaws limit dogs or cats to one per unit, except those that were registered with management prior to April 1, 2013)</i>					
		Please an "X" in the block to the left if no pets are maintained in this unit.			
Name of Pet:		Breed or Species:	Color:	State License No:	Rabies Tag No:
Certifications and Acknowledgements					
		I certify that I have condominium unit owner's (HO-6) insurance in a minimum amount of \$10,000. (See Rule 14) (Y or N).			
		I certify that I have a current HVAC maintenance contract for my unit that provides for at least annual inspections. (See Rule 4) (Y or N).			
		State law requires unit smoke/carbon monoxide detectors to be <u>hardwired with internal battery backup and less than 10 years old</u> . I certify that smoke/carbon monoxide detectors in my unit(s) comply. (See Rule 9A) (Y or N).			
Mark an "X" next to your choice of option	I acknowledge that I have provided a key to my unit(s) listed above to the on-site office for purposes of immediate access incident to an emergency and for other purposes only with my prior approval.				
	I have exercised my option to not provide a key for emergency access to my unit(s) and acknowledge that management, the Board, and Council of Unit Owners is not liable trespass or for any damage caused forced entry incident to an emergency, as provided for in state law.				
I also certify that the information provided above is true, correct, and complete to the best of my knowledge and belief			Unit Owner's Signature		
On-site Office Use Only					
Parking Permit #:	Resident Pool Pass Number:	Resident Pool Pass Number:	Guest Pool Pass Number:	MEDECO Key Number:	
Date issued:	Date Issued:	Date Issued:	Date Issued:	Property Manager Signature:	

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**COUNCIL OF UNIT OWNERS
Rock Creek Gardens Condominium
Silver Spring, Maryland
RULES AND REGULATIONS**

<i>Rule No.</i>	<i>Title</i>	<i>Effective Date:</i>	<i>Page</i>	<i>No of pages</i>
6	Parking	07/11/2019	1	3
<i>Bylaw Reference(s)</i>		<i>Maryland Condominium Act Reference(s)</i>	<i>Montgomery County Code Reference(s)</i>	
Article XI, Section 3(h)&3(j), and Section 5		Sections 11-103(d)(1), 11-109(d)(12)&(22),11-111(d)	Chapter 30C	

6-1. PURPOSE

This rule establishes policies and procedures governing the use of marked parking spaces that are part of the [general common elements](#).

6-2. POLICY

- a. The [general common elements](#) include 258 marked parking spaces. Of these, 242 spaces are designated for resident parking while 15 are reserved for guests. The community includes a total of 227 residential units.
- b. Marked parking spaces are reserved for the exclusive use of residents, except for those specifically marked for visitors, which are exclusively reserved for guests of residents. Vehicles authorized to use marked parking spaces will be identified by means of parking permit issued annually during the month of October by the on-site office.
- c. Failure to abide by the parking rules explained in this section may result in non-compliant vehicles being towed at the vehicle owner's risk and expense in accordance with Title 21, Subtitle 10A of the Maryland State Transportation Code and Section 30C of the Montgomery County Code. Contact information for the towing contractor is listed in the community [directory](#).
- d. Each [unit](#) is entitled to one resident parking permit and one guest parking permit. Vehicles occupying marked resident spaces that do not display a current resident parking permit and those occupying marked visitor spaces that do not display a current visitor parking permit are subject to towing between the hours of 10 p.m. and 5 a.m. in accordance with Paragraph 6-2c above.
- e. Authorized vehicles are accommodated on a first-come, first-served basis. There are no reserved spaces, except those designated for visitors and any spaces reserved for handicapped residents who qualify for such spaces under applicable state law.
- f. Vehicles must be parked within the painted lines marking each parking space. Using more than one space by parking across marked lines, is prohibited and is grounds for towing.
- g. Only one vehicle may be parked in any marked space within the two off-street parking areas and along Grubb Road. In spaces located along Washington Ave., a maximum of two vehicles (parked bumper-to-bumper) may be parked in each marked space. Residents who park two vehicles in a double space must ensure that one of the two vehicles displays a current resident parking permit.
- h. Marked parking spaces are intended to accommodate personally owned passenger-type motor vehicles, including motorcycles, of residents and their guests. Trailers, trucks, campers, camp trucks, house trailers, boats, and any vehicle that requires more than one marked space, or any junk vehicle, may not be parked or stored in any marked parking space, or anywhere else on the general common elements.
- i. Commercial vehicles, including trucks, vans, and special-purpose equipment, may park in any marked space for the purpose of providing services to any unit or any part of the general common elements. Such commercial vehicles may park without permit or limitation only while services are being performed or as otherwise necessary, and may not be left overnight.

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6	Parking	2	3

- j. The placing of any temporary storage container (commonly referred to as a “pod”) within any marked parking space or spaces, or anywhere else on the general common elements, is prohibited without prior approval of the [Board of Directors](#). Requests must be submitted in writing to the [on-site office](#), at least 30 days in advance of the desired delivery date. The Board, at its discretion, may approve such requests on a case-by-case basis and prescribe limits on where the container may be placed and how long it may remain.
- k. Except for immediate incidental or minor repairs, such as replacing a flat tire, parking spaces may not be used for repairs that require more extensive repairs, such as disassembly of components, draining of fluids, and similar activities. Repairs that are not minor or incidental must be performed off-site.
- l. Vehicles must be properly registered and insured, as required by the State of Maryland or the state in which the vehicle is registered.

6-3. PARKING PERMITS

- a. All motor vehicles kept on the condominium property must be registered with the [Council of Unit Owners](#) annually during the month of October. Upon registration, the on-site office will issue one resident parking permit and one visitor parking permit (per unit) to:
 - (1) Each resident owner or
 - (2) The primary tenant of each non-resident owner, unless a non-resident owner directs otherwise. Non-resident unit owners who withhold authority for the on-site office to issue a parking permit remain responsible for providing the primary tenant of the leased unit with the resident parking pass for that unit.
- b. Parking permits will not be issued to unit owners who are more than 60 days delinquent in payment of [Assessments for Common Expenses](#). Resident and visitor parking permits that were issued to unit owners who become more than 60 days delinquent may be suspended at the discretion of the Board of Directors so long as the delinquency of more than 60 days continues.
- c. Vehicles with a current resident parking permit may be parked in any marked space in any parking area, except for designated visitor and handicapped spaces. The current resident parking permit must be displayed by affixing it to either the front windshield or rear window in a manner that makes it clearly visible to towing contractors.
- d. Unit owners and tenants or their agents must ensure that resident and visitor parking permits are transferred to new owners/tenants when a unit is sold or leased.
- e. The replacement cost for a lost permit is \$50, except in the case of stolen vehicles or other circumstances that are clearly beyond the control of the permit holder, as determined by the Board of Directors.

6-4. VISITOR PARKING

- a. Visitor parking permits are intended solely for the use of bona fide guests of residents. A guest is a short-term visitor who does not reside in the unit on a temporary or full-time basis.
- b. Guest vehicles must park only in one of the marked visitor spaces between the hours of 10:00 p.m. and 5:00 a.m., and must display a current visitor parking permit. Parking of guest vehicles in resident parking spaces between those hours is prohibited and subjects such vehicles to towing at the owner’s risk and expense, in accordance with [Paragraph 6-2c](#).
- c. Residents may not use designated visitor spaces to park an additional personally owned vehicle, even if a current visitor parking permit is displayed. Visitor spaces are continuously monitored for misuse. Unauthorized vehicles are subject to towing at the vehicle owner’s risk and expense, in accordance with [Paragraph 6-2c](#).

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6-5. HANDICAPPED PARKING

- a. A resident with a temporary or permanent physical disability may request the Board of Directors to designate an existing parking space adjacent to the disabled resident's entrance door as a handicapped parking space that is reserved for the exclusive use of that resident.
- b. Eligibility for reserved handicapped parking spaces is limited to residents holding a permanent handicapped vehicle registration plate or temporary handicapped windshield placard issued by the Maryland Motor Vehicle Administration.
- c. Upon approval, the Board of Directors will erect a suitable handicapped parking sign at the designated reserved space. The sign will include the building address and unit number for which the space has been reserved.
- d. Any vehicle parked in a handicapped parking space, other than a vehicle owned by the resident for whom it is reserved, is subject to immediate towing at the owner's risk and expense, in accordance with [Paragraph 6-2c](#), and further subjects to owner to fines and other penalties provided for in state law or county code.
- e. The on-site office will ensure that handicapped parking signs are promptly removed when the individual for whom it was issued no longer resides in the community or if the handicapped registration plate or windshield placard has been revoked by the Maryland Motor Vehicle Administration.

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**COUNCIL OF UNIT OWNERS
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RULES AND REGULATIONS**

<i>Rule No.</i> 7	<i>Title:</i> Pets	<i>Effective Date:</i> 07/11/2019	<i>Page</i> 1	<i>No of pages</i> 2
<i>Bylaw Reference(s)</i> Article XI, Section 6		<i>Maryland Condominium Act Reference(s):</i> Section 11-111(d)	<i>Montgomery County Code Reference(s):</i> Chap 5 Sec 5-201 thru 203 & 5-301 thru 305	

7-1. PURPOSE

This rule establishes policies and procedures governing the keeping of domestic pets within the community.

7-2. POLICY

- a. Residents may keep and maintain a dog or cat, or caged birds limited to one cage per [unit](#). Fish may be kept in any number, subject to a limitation of one aquarium of 20 gallons or less per unit.
- b. The following specific prohibitions apply:
 - (1) The keeping of any kind of fowl or farm animal is expressly prohibited, as is the keeping, breeding, boarding, or raising of animals of any kind for commercial purposes, as food sources, or reasons other than personal enjoyment.
 - (2) Any animal that has been declared dangerous by the State of Maryland or Montgomery County may not be kept in any unit or anywhere on the [general common elements](#).
- c. No temporary or permanent enclosure intended to house, or to restrict or contain the movement of any pet, may be erected anywhere on the general common elements.
- d. Pets must be leashed or carried on all parts of the general common elements at all times, to include stairwells, landings, sidewalks, walkways, and grassy areas. Violations are subject to a \$25 fine for each violation, in accordance with [Rule 15](#).
- e. Pet owners are responsible for controlling the actions and behavior or their pets to ensure the safety and well-being of residents, staff, visitors, and other pets. Pet owners must also take reasonable and appropriate action to ensure that residents of neighboring units are not deprived of the right to peaceably enjoy their units because of excessive barking, pet odors, or other nuisance behavior. Violations are subject to an initial fine of \$25 and a \$50 fine for recurring violations, in accordance with Paragraph 7-4b and [Rule 15](#).
- f. Pet behavior that is manifestly dangerous or aggressive, such as attacking, biting, clawing, or lunging at any human being or other pet is subject to a fine of \$100 and possible removal from the property, in accordance with Paragraph 7-4c and Rule 15.
- g. With the exception of dogs that are certified and specifically trained to provide assistance to handicapped persons, pets may not be brought inside the pool enclosure nor may they be brought onto the grassy area comprising the gazebo and picnic green in the main courtyard.
- h. Pet owners must immediately remove any feces dropped on any part of the general common elements, place it in a bag or other suitable container, and deposit it in any of the marked "pet waste only" receptacles. Violations by identifiable residents are subject to a \$50 fine for the first violation and \$100 for each subsequent violation, in accordance with [Rule 15](#).

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7-3. PET REGISTRATION

- a. A dog or cat must be registered with the [Council of Unit Owners](#) annually, as part of the annual [community census](#).
- b. New residents having a dog or cat must register the pet, subject to the provisions of Paragraph 7-2a, with the [on-site office](#) within 30 days of occupancy. Current residents must register any newly acquired dog or cat within 30 calendar days. The on-site office must also be informed when a registered pet is no longer kept on the property. The on-site office will maintain up-to-date pet registration information in a database created and maintained for that purpose.
- c. In addition to the registration requirement, pet owners are personally responsible for ensuring that each dog or cat is licensed and inoculated as required by applicable state laws and county code. A current Maryland pet license number and rabies tag number must be included on the pet registration form.
- d. As part of the pet registration process, each pet owner must indemnify and hold harmless the Council of Unit Owners, Board of Directors, unit owners, the [management agent](#), and on-site manager from any lawsuit, claim, or liability of any kind or character whatever arising by reason of maintaining a pet within the community.
- e. Should a resident fail or refuse to register a dog or cat as required by this rule, or keep pets beyond the numbers and types specified in the Bylaws and this rule, the [Board of Directors](#) will notify the pet owner of the noncompliance in writing and demand compliance within 30 days. If the pet owner is a tenant, a copy of the correspondence will also be provided to the unit owner and/or owner's agent. If the noncompliance continues after the 30-day grace period, the Board of Directors will conduct a hearing on the matter, and if the noncompliance is sustained, the unit owner of the affected unit will be assessed a fine of \$50 and subsequent fines of \$100 per month for each month or portion of any month in which the pet remains unregistered.

7-4. COMPLAINTS

- a. Pet-related complaints must be delivered in writing, electronically or otherwise, to the [on-site office](#) and include sufficient information regarding the time, date, and nature of any alleged offense(s), incident(s), or behavior to enable the Board of Directors to identify the pet and pet owners, evaluate the information, and take appropriate action.
- b. The Board of Directors will conduct a hearing in accordance with [Rule 15](#) on the merits of all complaints and, if a complaint is sustained, may impose the fines described above for failure to register a pet, keep pets beyond allowed numbers and types, or to clean up pet droppings. A fine of \$25 will be assessed for other pet-related violations. All duly assessed fines will be applied to the unit owner's account.
- c. In cases where a pet is found to be a chronic nuisance or a demonstrable safety threat, the Board of Directors, after a hearing, may direct the permanent removal of any such pet from the community.
- d. Nothing in this paragraph or elsewhere in this rule prevents a resident from also pursuing action or remedies under provisions of the Montgomery County Animal Control Ordinance (cited above) through the Montgomery County Police Department Animal Services Division.

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<i>Rule No.</i>	<i>Title</i>	<i>Effective Date:</i>	<i>Page</i>	<i>No of pages</i>
8	Recreational Facilities	05/09/2025	1	4
<i>Bylaw Reference(s)</i>		<i>Maryland Condominium Act Reference(s)</i>	<i>Montgomery County Code Ref:</i>	
Article VI Sections 3(a)&(d)		Section 11-111(d)	Chapter 51 & Executive Regulation 21-12AM	

8-1. PURPOSE

This rule establishes policies and procedures governing the use of recreational facilities that are part of the Rock Creek Gardens [general common elements](#). Recreational facilities include the swimming pool as well as the picnic green adjacent to the gazebo located in the grassy area of the main courtyard.

8-2. POLICY

- a. Use of general common element recreational facilities is limited to unit owners and residents, and their bona fide guests. Actual or suspected situations involving trespassing or other unauthorized use should be reported to the [on-site office](#).
- b. All persons using general common element recreational facilities do so at their own risk. The [Council of Unit Owners](#) assumes no responsibility for any accident or injury resulting from personal use of the facilities or for any loss of or damage to personal property.
- c. Unit owners and tenants are responsible for the actions of their children and guests while using general common element recreational facilities.
- d. All refuse must be placed in containers provided for that purpose.

8-3. SWIMMING POOL

a. General:

The [Board of Directors](#) shall establish and maintain a standing Pool Committee consisting of unit owners and residents to advise the Board on matters relating to pool management and maintain general oversight of pool operations. Pool Committee functions include:

- (1) Meet periodically to conduct planning for and review results of pool management and operations.
- (2) Develop, review, revise, or modify pool rules as considered necessary to enhance the recreational value of the pool, and the safety, comfort, and enjoyment of authorized pool users.
- (3) Generally monitor pool operations and the performance of the pool contractor. Coordinate directly with the [on-site office](#), [management agent](#), and Board of Directors as may be necessary.
- (4) Periodically review the pool sign-in logs and compile usage data to quantify usage rates, identify usage trends, and verify that only authorized users have been admitted.
- (5) Provide advice and recommendations to the Board of Directors regarding pool management and operations. In this connection, recommend capital improvements to the pool and related facilities as considered necessary and appropriate.
- (6) Periodically review all incident reports forwarded by the on-site office and refer reports that involve violations of this or any other community rule to the Board of Directors, which shall have full authority to suspend or revoke pool passes as it deems appropriate.

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<p data-bbox="203 191 321 220">b. <u>Policy.</u></p> <ol style="list-style-type: none"> <li data-bbox="240 254 1510 344">(1) Unless otherwise determined by the Board of Directors, the pool will operate seasonally, beginning with the Memorial Day weekend and ending with the Labor Day weekend each year. Operating hours will be as determined by the Board of Directors. <li data-bbox="240 380 1485 533">(2) The pool will be operated and maintained by a professional pool management company contracted by the management agent on behalf of the community. Pool operations and maintenance will conform to this rule and applicable county codes. Specific rules governing actual use of the pool and activities within the pool enclosure (pool use rules) will be developed jointly by the Pool Committee and pool contractor. Pool use rules will be conspicuously posted within the pool enclosure. <li data-bbox="240 569 1458 630">(3) Subject to prior approval by the Board of Directors, aquatic services offered for a fee, such as water aerobics and swimming lessons, may be proposed, subject to the following pre-conditions: <ol style="list-style-type: none"> <li data-bbox="289 663 1466 724">(a) Such services must be offered and performed only by residents or non-resident unit owners. No commercial contractors or outside service providers will be approved. <li data-bbox="289 758 1094 787">(b) Residents and non-resident unit owners offering services must— <ol style="list-style-type: none"> <li data-bbox="337 821 1458 879">1 Have private liability insurance in minimum amounts of \$1 million per incident and \$6 million total. <li data-bbox="337 915 1495 974">2 Hold appropriate current certifications required by law and demonstrate competence to provide the proposed services to the satisfaction of the Board of Directors. <li data-bbox="289 1010 1450 1071">(c) Participation in any such activities is limited to residents and non-resident unit owners and their guests. <li data-bbox="289 1104 1503 1194">(d) Approved activities must not involve the lap lane or otherwise unreasonably interfere with use of the pool by non-participating residents and guests, and may not be scheduled on weekends and holidays, or during “moonlight swim” events. <li data-bbox="240 1230 1463 1291">(4) Based on information submitted as part of the annual community census, the on-site office will issue printed identification cards (pool passes) to the following authorized users: <ol style="list-style-type: none"> <li data-bbox="289 1325 1450 1354">(a) One pool pass per full-time resident listed on the census form plus three guest passes per unit. <li data-bbox="289 1388 1466 1449">(b) One pool pass per non-resident owner and each immediate family member residing with the unit owner, plus two guest passes. <li data-bbox="240 1482 1487 1635">(5) Pool passes will not be issued to unit owners who are more than 60 days delinquent in payment of Assessments for Common Expenses or to tenants who do not have a valid lease on file. Resident and guest pool passes that were issued to unit owners who become more than 60 days delinquent may be suspended at the discretion of the Board of Directors so long as the delinquency of more than 60 days continues. <li data-bbox="240 1671 1498 1793">(6) Additional guests, up to a total of nine, may be admitted for a daily fee of \$5 per additional guest over and above those using unit-based pool passes described in paragraph 8-3d(1) and (2) above. Authorized users who desire to purchase additional guest passes must make arrangements in advance with the on-site office. <li data-bbox="240 1827 1515 1917">(7) Pool passes are not transferable and may not be sold, lent, leased, or given to any person who is not a bona fide resident or guest at Rock Creek Gardens. Violations may result in suspension or revocation of all pool passes issued to the unit or non-resident owner, as determined by the Board of Directors. 			

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c. Pool Use.

- (1) Upon entering the pool enclosure, authorized users and guests must show a valid pool pass and sign in on the user logbook maintained by the pool guard on duty.
- (2) Residents and off-site unit owners must accompany their guests so long as they remain within the pool enclosure. Unaccompanied guests are not permitted within the pool enclosure.
- (3) Children under the age of 14 must be accompanied by an adult 18 years of age or older at all times while within the pool enclosure.
- (4) Residents or guests of residents who have open sores or wounds, or who display outward signs of illness may be admitted to the pool deck but may not enter the water.
- (5) Children in diapers and other users, regardless of age, who have medical conditions that may produce incontinence may not enter the pool unless they also wear leak-proof rubber swim pants.
- (6) The following items are not permitted within the pool area at any time:
 - (a) Pets, except animals that are officially certified and trained to assist handicapped persons.
 - (b) Alcoholic beverages, regardless of container type.
 - (c) Non-alcoholic beverages in glass containers.
 - (d) All forms and types of glassware and ceramics
 - (e) Containers of sand or dirt of any kind and in any amount
 - (f) Chewing tobacco or any lighted tobacco or similar product.
 - (g) Fireworks or incendiary devices of any kind.
 - (h) Wheeled vehicles of any size or type, except for wheelchairs and baby carriages.
 - (i) Play pens and play equipment not designed and intended for use within the pool area.
- (7) Beach balls and other balls not having a hard core, kickboards, floats, and similar items specifically designed and intended for pool use may be permitted at the discretion of the pool guard on duty.
- (8) Only appropriate non-slip footwear is permitted on the pool deck.
- (9) Cooking is not permitted anywhere within the pool enclosure. However, food items that have been pre-cooked or that do not require cooking, such as sandwiches and packaged snacks, are allowed. Before leaving the pool enclosure, pool users are responsible for cleaning up all food residues and depositing refuse in the containers provided.
- (10) While pool users are entitled to reasonable enjoyment of the pool, due courtesy and regard must be shown toward residents of units located directly adjacent to the pool enclosure. To this end, profane or excessively loud language, use of noisemakers of any type, and the playing of any form of audio, other than through earphones or ear buds, is not permitted.
- (11) The pool guard on duty is entitled to a work break not to exceed 15 minutes each hour, during which time the pool must be cleared

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(12) The pool guard on duty may request any user who does not comply with this regulation, or the pool use rules, or who exhibits threatening or harassing behavior, to leave the pool area. The pool guard will also provide a written description of any such incidents to the on-site office. The on-site office will forward all such incident reports to the Pool Committee for possible further action by the Board of Directors.

d. Pool Parties:

Any single gathering of residents and guests totaling 10 or more persons, but not to exceed 15, is considered a "pool party" for purposes of this rule. Pool parties are governed as follows:

- (1) The unit owner or resident sponsoring the pool party must reserve a specific date and time slot from the on-site office at least seven days in advance of the desired date. Reservations will be accepted on a first-come, first-served basis.
- (2) Additional fees beyond the guest fees described above will be assessed if the number of expected pool party guests necessitates additional lifeguard(s), per Montgomery County Code. The cost of any additional lifeguards will be at current swimming pool contract rates. Only one pool party may be conducted in a given time slot. A pool party time slot may not exceed three hours and may not extend beyond 6 p.m..
- (3) The sponsoring unit owner or resident must personally be present for the duration of the event and is responsible for ensuring that the event is conducted in accordance with this rule and any posted pool rules.
- (4) The sponsoring unit owner or resident is also responsible for post-event cleanup.

8-4. PICNIC GREEN

- a. The picnic green includes one picnic table and surrounding benches installed directly under the gazebo in the main courtyard, plus an adjacent duplex fire pit consisting of two grills and a common vent.
- b. Use of the gazebo and/or grills is on a reservation basis. The following procedures apply:
 - (1) Reservations may be made in advance at the [on-site office](#), for periods not to exceed four hours, between the hours of 9 a.m. and 9 p.m.
 - (2) The on-site office will post a list of picnic area reservations on the community website and within the picnic area.
 - (3) The gazebo and/or grills may be used on a first-come/first-served basis at times when there are no posted reservations.
- c. Users are responsible for providing their own charcoal and for monitoring all fires. Fires must be extinguished completely before leaving the area.
- d. While picnic green users are entitled to reasonable enjoyment of the facility, due courtesy and regard must be shown toward residents of surrounding units. To this end, profane or excessively loud language, use of fireworks or noisemakers of any type, and the playing of loud music or other audio is not permitted.
- e. Users are also responsible for cleaning picnic tables and benches, and the areas surrounding the gazebo and picnic grills. If the picnic green trash receptacle is full, users must place any overflow, along with all recyclables, in the appropriately marked containers within the fenced collection centers located throughout the community.
- f. Pets are not permitted anywhere on the picnic green at any time.

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9	Building Access, Safety, and Security	07/11/2019	1	3
Bylaw Reference(s)		Maryland Condominium Act References:	Montgomery County Code References:	
Article X Section 5		Sections 11-111(d), 11-125(e)	Chap 22 Sec 22-7; 22-40(d)&(i)	

9-1. PURPOSE

This rule defines--

- a. Policies and procedures governing safety and building security, to include provisions for access to condominium [units](#) by condominium management, contractors, and vendors.
- b. Key control procedures and procedures for obtaining extra or replacement door and mailbox keys.
- c. Residents' obligations to enforce and enhance the security of buildings and grounds.

9-2. POLICY

- a. The [on-site office](#) maintains master keys for mechanical locks, and access codes or bypass keys for electronic locks. These enable access to units in the event of fire, water leaks, pipe ruptures, or any other condition that constitutes an immediate threat to human life or personal safety, or that damages or threatens to damage other units or the [general common elements](#).
- b. Unit owners have the right to change the mechanical locks to their units but must coordinate with the on-site office in advance to ensure that the replacement locks remain compatible with the master keys. Master keys are maintained in secure containers within the on-site office. Use of master keys is strictly limited to the conditions and circumstances described elsewhere in this rule.
- c. Existing mechanical locks may not be replaced with any form of electronic lock without prior approval of the Board of Directors, as explained in [Rule 3](#). As a condition of approval, owners of units equipped with an electronic lock system must agree to provide the on-site office with a code, bypass key, or other means of enabling immediate emergency access. Access codes will be maintained in separate password-protected files. Bypass keys will be kept with master keys in a locked, secure container.
- d. Outdoor lighting fixtures are installed along walkways and in other parts of the general common elements for the safety and security of residents and guests. Residents may not darken or block any emitted light, or disable or tamper with any part of any outdoor light fixture. Identifiable violators are subject to an initial \$50 fine and a \$100 fine for repeat violations. See [Rule 15](#).
- e. Outside entry doors may be propped open for the purpose of delivering or removing furniture, appliances, or other oversize or heavy supplies or equipment. The resident for whom the services that require an entry door to be kept open is personally responsible for closing the door immediately after the delivery or removal is completed. Leaving an outside entry door open and unattended is subject to a \$25 fine.
- f. In order to comply with the Bylaws and county fire code, furniture, mattresses, and all other kinds and types of personal property may not be temporarily or permanently stored in hallways, stairwells, or any other part of the general common elements except that bicycles may be stored in an area specifically reserved for that purpose. Arrangements for bicycle storage may be made at the on-site office. Violations are subject to an initial \$25 fine and a \$50 fine for repeat violations.

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9	Building Access and Security	2	3
<p>9-3. EMERGENCY ACCESS</p> <p>a. The referenced sections of the Bylaws and the Maryland Condominium Act provide the Council of Unit Owners, through its employees and agents, with an irrevocable right of access to a unit to investigate or respond to actual or potential emergencies without becoming liable for criminal trespass. Emergency access to condominium units may be made only for the following purposes:</p> <ol style="list-style-type: none"> (1) Investigate actual or potential emergencies or reports of emergencies. (2) Make immediate emergency repairs or take other actions that are necessary in the manifest interest of the health and personal safety of other residents. (3) Take any other action considered necessary to prevent, arrest or abate damage to units, or to any part of the general or limited common elements. <p>b. If management or emergency responders deem it necessary to force entry because the master key or bypass key would not fit the unit door lock, or an emergency access code was not provided or proves invalid due to non-compliance with Paragraph 9-2b, the unit owner may be liable for up to \$5,000 of any damages associated with entry, as explained in Rule 14.</p> <p>c. In addition to ensuring compatibility with the master keys, or providing a current electronic lock bypass key or access code, unit owners must also provide the on-site office with any keys or codes used with internal security systems. This will allow the system to be shut off in the event of a false alarm or emergency entry.</p> <p>d. If an emergency entry becomes necessary, the on-site office will exert its best efforts to notify the unit owner and/or tenant in advance, using contact information from the current community census form.</p> <p>9-4. ROUTINE ACCESS</p> <p>a. Access to buildings by residents requires the use of separate keys that, respectively, open the exterior building entry door and, unless equipped with an approved electronic lock, the interior unit door.</p> <p>b. Additional or replacement exterior building keys are available only from the on-site office for a fee of \$20 per key. Applications are available from the on-site office.</p> <p>c. Keys to unit mechanical locks are restricted and cannot be legally reproduced by any licensed locksmith without prior written authorization from the Rock Creek Gardens office. Unit owners who need to replace lost interior unit keys or require additional keys may obtain the necessary authorization form from the on-site office. Costs for replacement keys must be borne by the unit owner.</p> <p>d. Tenants desiring additional interior unit keys must consult with the unit owner or owner's agent.</p> <p>e. Entry by visitors, guests, contractors, and vendors is controlled by an electronic doorbell system that rings either a landline or a mobile telephone designated by the principal unit resident. Once the resident verifies the identity of the visitor, entry may be granted by pressing "9" on the telephone keypad. Residents must contact the on-site office to be connected to or disconnected from the system.</p> <p>f. Entry to units by contractors, tradesmen, service providers, and the like may be gained through the master key, bypass key, or emergency access code only if a written authorization has been completed and filed with the on-site office in advance. Residents should note that the on-site office manager cannot wait for or oversee services to be performed. The resident completing the authorization assumes all risks and liability relating to such entries.</p>			

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9	Building Access and Security	3	3
<p>9-5. MAIL AND DELIVERY ACCESS</p>			
<p>a. The United States Postal Service (USPS) delivers mail directly to the locked mailboxes located in the entryway to each building. Lost mailbox keys cannot be replaced; however, replacement locks with keys are available through the on-site office at a cost of \$25.</p> <p>b. Commercial package delivery services, such as Federal Express (FedEx) and United Parcel Service (UPS), have access to each building but not to mailboxes or units. Depending on the package delivery service, parcels may be left either in the building foyer or outside of unit doors. The on-site office cannot accept deliveries except those addressed to the office, Council of Unit Owners, or Board of Directors. Residents receiving package deliveries assume all risk of loss, theft, or damage.</p>			
<p>9-6. LOCKOUTS</p>			
<p>a. The on-site office manager may provide emergency unit entry using the master key, bypass key, or emergency access code during normal business hours to residents who have accidentally locked themselves out. The following conditions must be satisfied before entry to a unit can be granted under these circumstances:</p> <ol style="list-style-type: none"> (1) The person requesting the entry must present a form of photo identification that is satisfactory to the on-site office manager. (2) The name of the person so identified must be on the current list of residents for that unit as recorded on the current community census form. <p>b. Lockout service cannot be provided outside of normal business hours. For this reason, residents should consider providing spare keys to trusted neighbors, friends, or relatives. Residents who lock themselves out after normal business hours and have not made such contingency arrangements in advance have these options:</p> <ol style="list-style-type: none"> (1) Make arrangements to stay with relatives, friends, or neighbors until the on-site office re-opens. (2) Engage the services of a locksmith at personal expense. (3) In the event of an emergency involving an <i>immediate threat to life safety</i>, call 911 to summon the Montgomery County Fire and Rescue Service. <p>c. Unit owners are responsible for repairing damages to doors and locks caused by locksmiths or emergency services. If an after-hours lockout resulting in damages was caused by a tenant, the unit owner may recover the cost from the security deposit or as otherwise provided for by law.</p>			

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9A	Fire Prevention and Protection	09/10/2020	1	3
<i>Bylaw Reference(s)</i>		<i>Maryland Condominium Act References:</i>	<i>Montgomery County Code References:</i>	
Article X Section 3(b); Article XI Section 3(d)(i)		Section 11-111	Ch 22; Ch 26 Sec 26-8&8A	

9-1. PURPOSE

- a. This rule establishes policies and procedures that implement applicable provisions of the Montgomery County Code Chapter 22 (Fire Safety Code), and Chapter 26 (Housing and Building Maintenance Standards). It also implements Sections 9-101 through 9-109 of the Maryland State Public Safety Article.
- b. Provisions of this rule apply to all unit owners, whether residing on- or off-site and generally to all tenants residing in leased units.

9-2. POLICY

- a. The management agent will ensure that each stairwell of each building is equipped with at least one charged and operational fire extinguisher and at least one emergency lighting array that automatically activates when building electrical power is lost to facilitate building egress.
- b. Unit owners are obligated to control fire hazards by ensuring that--
 - (1) Each unit is equipped with smoke detector(s) that are hard-wired with battery backup.
 - (2) One smoke detector is installed near sleeping areas on each occupied level. A single smoke detector is sufficient to protect directly adjoining sleeping areas. (Note: Locations of hardwired smoke detectors originally installed during the 1980 condominium conversion remain code-compliant.)
 - (3) Replacing permanently installed smoke detectors in each owned unit at least every 10 years.
 - (4) Ensuring that exhaust systems that vent to the outside are approved by the Architectural Standards Committee prior to the start of work, in accordance with [Rule 3](#).
 - (5) Ensuring that electrical panels and hard-wired lighting or other electrical fixtures remain in safe working order and are repaired or replaced as necessary.
 - (6) Maintaining fireplace flues and chimneys (in units so equipped) in accordance with provisions of [Paragraph 9A-3](#).
 - (7) Ensuring any repairs that require changes to the electrical infrastructure, to include interior wiring, circuit breakers, and breaker panels, are approved in advance by the Architectural Standards Committee and are carried out by properly licensed electricians, as required by Rule 3.
- c. Residents, whether unit owners or tenants, are obligated to control fire hazards by--
 - (1) Maintaining electrical appliances in good working order.
 - (2) Repairing or replacing appliances as necessary.
 - (3) Ensuring that lint traps or screens for installed clothes dryers are cleaned after each use.

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(4) Ensuring that any installed venting system that vents to the outside is cleared at least twice a year.

(5) Operating and maintaining fireplaces (in units so equipped) in accordance with provisions of Paragraph 9A-3.

- d. The operation of personally owned or leased power generators is not permitted within any unit or on any part of the general common elements under any circumstances.
- e. Stairwells, landings, foyers, and hallways must be kept clear at all times to permit unimpeded egress from units to the street-level exit door of each building. In this connection, bicycles, furniture, mattresses, and all other kinds and types of personal property may not be temporarily or permanently stored or left in these or any other parts of the general common elements, except that bicycles may be stored in an area specifically reserved for that purpose. Arrangements for bicycle storage may be made at the on-site office. Violations are subject to an initial \$25 fine and a \$50 fine for repeat violations.
- f. Fireworks and similar kinds and types of incendiary devices may not be used within any unit or on any part of the general common elements at any time or under any circumstances.
- g. Fire hydrants located on the general common elements may not be blocked by motor vehicles or other objects at any time. Motor vehicles found to be blocking fire hydrants are subject to immediate towing at the vehicle owner's risk and expense under the provisions of [Rule 6](#).
- h. Propane and other types of gas cylinders may not be used or stored in units, except that oxygen cylinders for medical purposes may be used, providing written safe use and storage instructions have been made available to and are understood by the patient or other responsible person.
- i. Class I flammable substances, as defined by the National Fire Protection Association (acetylene, hydrogen, ethylene, and gasoline), may not be kept, used, or stored in units or on any part of the general common elements at any time.
- j. Fireplace ashes that are not completely cold and liquids or other substances that are or may become flammable may not be deposited in the community trash containers under any circumstances. Flammable refuse must be taken or hauled to the county waste transfer station, in Gaithersburg, for proper disposal.
- k. Outdoor charcoal or gas-fired cooking equipment may not be used within 20 feet of any building or directly beneath any roof, deck, or other structural protrusion. Charcoal grills, including hibachis, may not be used inside any unit at any time.
- l. The use of space heaters is discouraged, but if used, must be electrically operated and installed or mounted in such a way that prevents accidental tip-over. Operating space heaters may not be left unattended.

9-3. FIREPLACES, FLUES, AND CHIMNEYS

- a. As defined in the Declaration, fireplaces and their associated flues and chimneys are legally parts of the [units](#) in which they are installed.
- b. It is the responsibility of—
 - (1) The primary resident of each unit having an installed fireplace, whether unit owner or lessee, to operate and maintain the fireplace in accordance with provisions of this rule.

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<p>(2) Owners of fireplace-equipped units and owners of units <u>located directly above or below</u> such units to ensure that—</p> <p>(a) Each such unit is equipped with carbon monoxide detector(s) or combination smoke/carbon monoxide detector(s) that are hard-wired with battery backup.</p> <p>(b) One carbon monoxide detector or combination smoke/carbon monoxide detector is installed near sleeping areas on each occupied level. A single detector is sufficient to protect directly adjoining sleeping areas. (Note: Locations of hardwired smoke detectors originally installed during the 1980 condominium conversion remain code-compliant. Existing smoke detectors may be replaced with combination smoke/carbon monoxide detectors on a one-for-one basis.)</p> <p>c. <u>Operation and Use.</u> Residents must use fireplaces consistent with the following guidelines:</p> <p>(1) The flue includes a metal plate (damper) at the top of the firebox that may be opened or closed to allow smoke and fumes from the firebox to enter the bottom of the chimney or (when the fireplace is not being used), prevent outside air from traveling down the chimney. The position of the damper is controlled by a metal lever located near the top of the firebox. Moving the lever to the right opens the damper; moving the lever to the left closes the damper.</p> <p>(2) <i>THE DAMPER MUST ALWAYS BE OPENED BEFORE ATTEMPTING TO START A FIRE!</i></p> <p>(3) Only dry, seasoned wood or packaged fire logs may be burned. (Most of the wood bundles sold at various retail outlets are seasoned). Wet or “green” wood tends to give off excess smoke that can lead to the buildup of creosote, a potentially flammable substance, on the chimney walls. Christmas trees must be disposed of only as directed by the on-site office and must never be used as fireplace fuel.</p> <p>(4) Painted, varnished, or stained wood may give off toxic fumes when burned and may not be used as fuel. For the same reason, plastics of any kind, including plastic bags, may not be burned in a fireplace at any time.</p> <p>(5) Firewood or packaged fire logs to be burned must be stacked on a metal grate placed inside and toward the rear of the firebox. Wood or packaged logs must never be burned directly on the masonry fireplace base.</p> <p>(6) Only dry materials, such as crumpled newspaper pages inserted beneath the grate or commercial “starter sticks” available from commercial sources may be used to start a fire. Flammable liquids may <u>never</u> be used to start or maintain a fire.</p> <p>(7) Fireplaces should not be used during blustery or windy weather, as defined by the National Weather Service (generally, more than 20 mph). This is to reduce the chances of high winds or gusts from traveling down the chimney and creating a backdraft that blows smoke into the unit and hot embers onto the surrounding floor. The mesh curtain must always be closed while a fire is burning, regardless of outside weather conditions.</p> <p>(8) Even on the coldest days, at least one window in the room where the fireplace is located should be opened a crack to ensure increase interior air pressure, thereby ensuring that an adequate flow of oxygen can enter the firebox. Inadequate oxygen flow caused by low interior air pressure can also produce backdrafts caused by the fire drawing oxygen down from the chimney itself.</p> <p>(9) Active fires may never be left unattended.</p>			

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**COUNCIL OF UNIT OWNERS
Rock Creek Gardens Condominium
Silver Spring, Maryland
RULES AND REGULATIONS**

<i>Rule No.</i>	<i>Title</i>	<i>Effective Date:</i>	<i>Page</i>	<i>No of pages</i>
10	Trash Disposal, Composting, and Recycling	09/10/2020	1	3
<i>Bylaw Reference(s)</i>		<i>Maryland Condominium Act Reference(s)</i>	<i>Montgomery County Code Ref:</i>	
Article XI Section 3(f) and Section 5(d)		Section 11-111(d)	Chap 48 Sec 48-24(b)(2)	

10-1. PURPOSE

This rule implements provisions Chapter 48 of the Montgomery County Code, governing solid waste disposal and recycling, within Rock Creek Gardens. Detailed requirements are further explained on the county solid waste website:

<https://www.montgomerycountymd.gov/sws/>

10-2. POLICIES

- a. Collection and disposal of trash, compostables, and recyclables within Rock Creek Gardens shall be implemented in accordance with the procedures specified in [Paragraph 10-3](#). Recycling is mandated by county code and applies to all residents.
- b. Except for designated trash, compost, and recycling collection areas, the [general common elements](#) shall be kept free of trash to avoid attracting vermin and other animals, and to enhance the appearance and sanitary condition of the community. Curbside pickup of trash and recyclables is specifically prohibited by county code.
- c. Collection and disposal of household trash, compost, and recyclables is carried out by private contractors selected by the [Board of Directors](#). Payment for trash removal services is a [common expense](#) provided for in each annual budget.
- d. Unless otherwise notified by the on-site office, household trash and recyclables will be collected daily, Monday through Saturday, including holidays. Recyclables will be collected on Mondays and Thursdays. Compost will be collected weekly. For those weeks where a holiday is observed on a Monday, recyclables will be collected on Tuesday.
- e. To the extent possible, soft garbage and food waste (meats and non-fibrous fruits and vegetables) must be disposed of either by depositing in the compost container located in each trash collection area or by using the food disposer installed within each [unit](#). Hard garbage (bones, carcasses, egg shells, fibrous fruits and vegetables (including skins), coffee grounds, and tea bags) should be deposited in the compost container. Bacon grease and similar fats, and used cooking oils should be tightly bagged and deposited with household trash.



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<p>f. Garbage must be placed securely in plastic bags and deposited in bins marked "Trash." Compostable materials may be deposited directly (unbagged) in the labeled compost bin. Bagging is not required but if bags are used, they must be compostable. Ordinary plastic trash bags are not compostable and must not be placed in compost bins. Compostable bags and countertop compost containers for home use are available from a variety of online and other retail sources.</p> <p>g. Unit owners are responsible for maintaining in-unit food disposers in good working order and replacing them when necessary.</p> <p>h. Pet waste must be disposed of only in the marked receptacles provided for that purpose. The depositing of pet waste in household trash, compost, or recycling containers is prohibited.</p> <p>i. The containers located in the pool enclosure and picnic green are reserved for refuse generated by activities at those locations and may not be used to dispose of general household trash or recyclables.</p> <p>j. Violations of any trash or recycling procedures included in this regulation are subject to sanctions as follows:</p> <p>k. Violations of any part of this rule, except violations involving prohibited items listed in Paragraph 10-4: \$50 per identifiable violation.</p>			
<p>10-3. COLLECTION PROCEDURES</p>			
<p>a. Trash, compost, and recyclables must be deposited only in the marked containers within the fenced collection centers located throughout the community. Curbside pickup of trash and recyclables is specifically prohibited by county code.</p> <p>b. Containers are clearly marked for the following separate types of refuse:</p> <ol style="list-style-type: none"> (1) Non-recyclable garbage and household trash (2) Compost (Smaller 14-gallon container) (3) Recyclable mixed paper, to include newspapers, magazines, writing and printer paper, and cardboard. (4) Recyclable co-mingled materials, to include clean (rinsed) plastic, glassware, cans, aluminum, and other metals. <p>c. All non-recyclable household trash in must be placed in plastic bags and securely sealed before being deposited in a marked trash container.</p> <p>d. Paper and cardboard refuse must be placed only in the containers marked "Mixed Paper" while glassware, plastic, and metal refuse must be placed only in the containers marked "Commingled Materials."</p> <p>e. Cardboard boxes must be completely flattened before being placed inside of a mixed paper container in order to conserve space. Flattened boxes that are too large to fit inside a mixed paper container must be placed immediately behind the mixed paper containers. Fines may be assessed for violations in accordance with <u>Rule 15</u>.</p> <p>f. The placing household trash in compost or recycling containers and recyclable materials in compost or trash containers is expressly prohibited. Fines may be assessed for violations in accordance with <u>Rule 15</u>.</p> <p>g. In order to minimize noise to nearby units associated with disposal, trash and recycling materials may be brought to the collection centers only during the following hours.</p>			

Monday through Friday - 6 a.m. to 10 p.m.
Saturday and Sunday - 8 a.m. to 10 p.m.

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10	Trash Disposal, Composting, and Recycling	3	3

10-4. PROHIBITED ITEMS

- a. As defined by county code, the following items are not considered household trash or recyclables, and must either be taken personally to the Montgomery County Solid Waste Transfer Station or hauled to that facility at personal expense:
- (1) Demolition or construction debris produced by renovations or alterations, such as drywall, lumber, flooring, carpeting, cabinetry, countertops, vanities, sinks, tubs, and plumbing fixtures.
 - (2) Appliances, furniture, and electronic equipment.
 - (3) Any large or oversized items that will not fit in the containers located in the collection areas.
 - (4) Scrap metal.
 - (5) Any flammable or explosive substances.
 - (6) Any items or substances designated by the state or county as hazardous materials. These include--
 - (a) Oil-based paints. (Note: Water-based paints, (e.g. latex) may be disposed of in household trash containers provided that leftover paint is allowed to dry and become solid.)
 - (b) Paint thinners or solvents
 - (c) Used or unused motor oil and other lubricants
 - (d) Used or unused anti-freeze, brake fluid, or hydraulic fluid
 - (e) Vehicular and rechargeable household batteries
 - (f) Acids and other corrosive liquids
 - (g) Fireplace ashes
 - (h) Thermostats, thermometers, and compact fluorescent bulbs (CFLs) containing mercury
 - (i) Fluorescent tubes
- b. In some cases, the community trash disposal contractor may be able to provide hauling services for a fee. Residents anticipating such a need should coordinate in advance with the [on-site office](#). Otherwise, the resident will need to make personal arrangements with a private hauler. (Note: Contact information for a private hauler is included in the [Community Directory](#) portion of the *Rock Creek Gardens Resident's Handbook*.)



RECYCLING BASICS

RECYCLE MORE NOW!



GLASS JARS & BOTTLES

Unbroken glass jars and bottles only. No other kinds of glass. Lids can be recycled, but remove these from the bottle or jar first. Rinse and leave labels on.



PLASTICS BOTTLES & CONTAINERS

Jars, tubs, lids/caps, pails/buckets, flower pots, and #1 PET thermoform plastics including: clamshell containers, bakery trays and cake domes, deli containers and trays, fruit and vegetable containers and baskets, cups, tubs and lids

Empty and rinse containers; labels are OK. Lids and caps can be recycled, but remove these from bottles or containers first. No plastic wrap/bags or Styrofoam /polystyrene.

NO PLASTIC BAGS!

Plastic bags can be recycled at most local grocery stores.



YARD TRIMMINGS

When you can't grasscycle, compost and/or mulch, bag or can yard trimmings. Brush can be bundled. Always label containers of yard trimmings. No plastic bags for yard trimmings!



CANS & FOIL PRODUCTS

Aluminum and bi-metal (steel/tin) food and beverage cans, aluminum foil products and empty non-hazardous aerosol cans.

Rinse cans and wipe foil. Attached lids are okay. No aerosol cans that contained automotive or hazardous products.



MIXED PAPER AND CARDBOARD

Cardboard boxes, newspapers, magazines, cereal, snack food and pasta boxes, office paper, unwanted mail, shredded paper, milk/juice cartons, juice/drink boxes, frozen food boxes, fruit and produce boxes, and all other clean, dry paper, etc.

Place paper in blue wheeled cart, in a small cardboard box, or in paper grocery bags or bundle with twine and place next to or on top of recycling bin. Please do not place paper in plastic bags. Keep mixed paper items separate from glass, plastic, metal and aluminum items when placing them out for recycling collection.



DIVISION OF SOLID WASTE SERVICES (SUMMER 2012)

Visit our website at www.montgomerycountymd.gov/recycling or call 3-1-1 for more information about:

RECYCLING AT YOUR HOME, APARTMENT OR CONDO, AND FOR SPECIAL COLLECTION PICK-UPS

MONTGOMERY COUNTY'S RECYCLING GOAL: RECYCLE 70% BY 2020!

This information is available in an alternate format by calling Alan Pultyniewicz at 240-777-6480.

COUNCIL OF UNIT OWNERS
Rock Creek Gardens Condominium
Silver Spring, Maryland
RULES AND REGULATIONS

Rule No.	Title	Effective Date:	Page	No of pages
11	Move-ins and Move-outs	07/11/2019	1	1
<i>Bylaw Reference(s)</i>		<i>Maryland Condominium Act Reference(s)</i>		
Article VI Sections 3(a)&(d) and Article X Section 2(f)		Section 11-109(d)(15), 11-111(d)		

11-1. PURPOSE

This rule provides policies and procedures for recovering the cost of damages done to any part of the general common elements during the delivery of furniture, appliances, or household goods into and out of owned or leased [units](#).

11-2. POLICY

- a. [The Council of Unit Owners](#), through the [management agent](#), has a duty under the [Bylaws](#) and state law to preserve and protect the [general common elements](#) against damages resulting from a move. General common elements vulnerable to damages during moves include entryways, stairwells, landings, and hallways, to include windows and light fixtures located in those areas, doors and doorways, and exterior landscaping.
- b. A move-in fee of \$350 for moves conducted on a weekday, or \$400 for moves conducted on a Saturday, is payable in advance by the unit owner or tenant conducting the move.
- c. Moves may not begin before 9 a.m. and or continue beyond 6 p.m. on weekdays. Moves conducted on a Saturday may not begin before 10 a.m. or continue beyond 3 p.m. Moves may not be conducted on Sundays or holidays.
- d. Moves must be scheduled in advance with the on-site office manager. A check in the appropriate amount, payable to "Rock Creek Gardens" must be delivered at the time the move is scheduled. If a move is conducted without the required advance coordination, the amount of the move-in fee will be charged to the unit owner's account.
- e. To facilitate parking of moving vans or other commercial vehicles, the on-site office will use its best efforts to inform building residents of a scheduled move and request that personal vehicles be moved away from the immediate area of the building entryway.
- f. A member of the on-site management staff will inspect stairwells, hallways, and other relevant common areas during or following a move. If necessary, the unit owner's account will be billed for the actual cost of any damages exceeding the amount of the move-in fee received. Unit owners or tenants may, at their option, inspect these areas prior to the move date by contacting the on-site office.
- g. Unit owners, through the leasing documents, may require a tenant pay the required move-in fee and be liable for damages incident to a move. However, unit owners remain ultimately liable for the cost of repairs if a tenant does not pay the required deposit or any additional charges for damages to the general common elements caused by a move.
- h. Moving vans and other commercial vehicles used in conjunction with a move may park in marked spaces for the purpose of conducting a move. Such vehicles may park without permit or limitation only while the move is being performed, and may not be left overnight.
- i. The placing of any temporary storage container within any marked parking space or spaces, or anywhere else on the common element in connection with a move, is prohibited without prior approval of the [Board of Directors](#). See [Rule 6](#).

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**COUNCIL OF UNIT OWNERS
Rock Creek Gardens Condominium
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RULES AND REGULATIONS**

<i>Rule No.</i>	<i>Title</i>	<i>Effective Date:</i>	<i>Page</i>	<i>No of pages</i>
12	Sale and Leasing of Condominium Units	07/11/2019	1	2
<i>Bylaw Reference(s)</i>		<i>Maryland Condominium Act Reference(s)</i>	<i>Montgomery County Code Ref:</i>	
Article XI Section 2		Sections 11-102.2, 11-111(d),11-126,11-135	Chap 29 Art III, IV, & V	

12-1. PURPOSE

This rule establishes policies and procedures governing the sale and leasing of condominium units.

12-2. POLICY

- a. Each condominium [unit](#) is the real property of the respective unit owner(s) and as such, may be leased or sold at the discretion of the owner(s), subject to provisions of the [Bylaws, rules and regulations](#), and any property liens or other legal claims filed by government entities, mortgagees, or the [Council of Unit Owners](#).
- b. The [management agent](#), through the [on-site office](#), will assist unit owners or their agents prepare for the sale or leasing of units to the extent appropriate and practical or as required by law, but cannot become directly involved in sales or leasing processes, such as obtaining or releasing keys, showing of units, or negotiating sale or lease terms.

12-3. SALES

- a. Unit owners must notify the Council of Unit Owners in writing whenever a unit is listed for sale. Such notifications must be made to the on-site office within seven days of the listing by either postal or electronic mail.
- b. Sellers of condominium units are required by state law to provide prospective buyers, not later than 15 days prior to the scheduled closing, a condominium resale package that includes copies of all of the documentation specified by Section 11-135 of the Maryland Condominium Act.
- c. The Council of Unit Owners, through the management agent, will furnish selling unit owners with the certificate described in Section 11-135 of the Maryland Condominium Act containing all of the information necessary to comply with resale requirements. The certificate will be provided within 20 days following receipt by the on-site office of a written request by the unit owner and a processing fee that shall not exceed the actual cost of producing the certificate and related documents.
- d. Prospective sellers or their agents should coordinate directly with the on-site office in matters pertaining to the preparation of required documents and related fees.

12-4. LEASING

- a. Unit owners must notify the Council of Unit Owners in writing of their intention to lease a unit as soon as possible after a decision to lease has been made. Such notifications must be delivered to the on-site office by either postal or electronic mail. Unit owners must provide prospective lessees or their agents with copies of the [Bylaws](#), and [rules and regulations](#). Copies of necessary documents may be requested from the on-site office, which may charge document preparation fees equal to actual costs incurred.

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12	Sale and Leasing of Condominium Units	2	2

- b. It is recommended that unit owners desiring to lease their unit(s) include the standard lease addendum attached to this rule as part of the lease agreement in order to ensure compliance by their tenants with the condominium [governing documents](#).
- c. There may be only one lease per unit and each such lease must be for the entire unit. No lease or sub-lease may be written to include only a room or rooms, or any specific part or portion of a unit.
- d. If joint or co-lessees are named in a lease, each named person must be entitled to full use of the entire unit.
- e. Units may not be leased or rented for transient or commercial purposes, including use as a hostel, hotel, motel, rooming house, or similar enterprise.
- f. Units may not be rented for a period of less than one calendar year, except to active duty military or other U.S. government personnel subject to relocation with little or no notice.
- g. If the recommended standard lease addendum is not used, the Board of Directors may decline to accept any lease form that does not include the following specific provisions:
 - (1) A statement that identifies the unit to be leased as a part of the Rock Creek Gardens Condominium.
 - (2) Language in the lease agreement stipulating that tenant compliance with the Rock Creek Gardens Bylaws, rules and regulations is a binding part of the lease agreement.
 - (3) An acknowledgement that the lessee agrees to be subject to and will comply with the Bylaws, rules, and regulations.
 - (4) Specific wording that explains that any violation by the lessee of any of any provision of the Bylaws, rules, or regulations constitutes non-compliance with the terms of the lease.
- h. Unit owners are responsible for the actions of their tenants and remain financially liable for any fines imposed by the Board of Directors due to:
 - (1) Violations of the community rules and regulations.
 - (2) Damages caused to any part of the [general common elements](#) because of the actions or negligence of the lessee.
 - (3) Damages to or repair costs incurred relating to the interior of the leased unit, regardless of cause. See also [Rule 14](#).
- i. Completed leases must be filed with the on-site office by the unit owner or owner's agent prior to the occupancy date specified in the lease. Failure to file a completed lease prior to the occupancy date may result in imposition of a \$25 fine, and an additional fine of \$50 per month for each month a lease remains unfiled.

**COUNCIL OF UNIT OWNERS
Rock Creek Gardens Condominium
Silver Spring, Maryland**

UNIT LEASE ADDENDUM

THIS ADDENDUM to a certain lease ("Lease") of the Premises located at (street address and unit number) _____ at the ROCK CREEK GARDENS CONDOMINIUM ("Condominium") is made this ___ day of _____, 20__ by and between _____ ("Landlord"), and _____ ("Tenant").

RECITALS

- A. Landlord and Tenant have entered into a Lease for the Unit.
- B. Landlord and Tenant enter into this Addendum to comply with the requirements set forth in the Condominium's Rules and Regulation.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements contained in the Lease and herein, Landlord and Tenant hereby agree as follows:

1. Applicability of Condominium Instruments.

a. Condominium Instruments and Rules. Tenant's right to use and occupy Unit No. _____ ("Premises") at the Condominium shall be subject and subordinate in all respects to the provisions of the Declaration and Bylaws of the Condominium ("Condominium Instruments") and to such other rules and regulations ("Rules and Regulations") as the Board of Directors of the Condominium may from time to time adopt. Tenant acknowledges receiving a copy of the Condominium Rules and Regulations from Landlord and agrees to abide by them.

b. Violations. Any violation of the provisions of the Condominium Instruments or the Rules and Regulations by Tenant, or Tenant's family, guests, agents, employees, invitees, or pets shall constitute a material breach of the Lease. In the event of such violation, or in the event of Tenant's non-payment of rent to the Condominium pursuant to the provisions of Paragraph 2 below, the Board of Directors of the Condominium shall have the right to take appropriate action, including legal action, against the Landlord, the Tenant, or both, for injunctive relief, damages, or any other remedy necessary, including, without limitation, an action, on behalf of and in the place and stead of Landlord, to terminate the Lease, evict the Tenant, and obtain possession of the Premises. Landlord and Tenant hereby authorize the Condominium to take any such action, and Landlord agrees that Landlord shall pay the Condominium all costs and attorney's fees incurred by the Condominium in enforcing the Condominium Rules and Regulations, and in exercising any of the rights and remedies set forth herein.

c. Indemnification. Tenant and Landlord, jointly and severally, shall indemnify and hold harmless the Council of Unit Owners from and against any damages, direct or indirect, incurred as a result of the non-compliance by any of the aforesaid persons with the provisions of any of the Condominium Rules and Regulations, or any other covenant of the Lease.

2. Assignment of Rent. If at any time during the lease term, including any extension, renewal or holdover term, Landlord becomes delinquent in the payment of any amounts due from Landlord to the Condominium, including, but not limited to, any installment of the assessment for common expenses or any special assessment, the Condominium may demand and, upon such demand, shall receive payment of rent from Tenant, up to an amount sufficient to pay all sums due from Landlord to the Association. Any such payment from the Tenant to the Condominium shall be deemed to be a full and sufficient payment of rent to Landlord in accordance with the Lease, and Tenant shall be discharged from any obligation to pay such amounts directly to Landlord, so long as such payments are made to the Condominium until Landlord's delinquency to the Condominium has been fully cured. Tenant shall begin making such rental payments to the Condominium upon receipt of a letter signed by an authorized officer of the Council of Unit Owners, indicating that the Landlord is delinquent in the payment of assessments and demanding payment from the Tenant pursuant to this Paragraph, and shall continue making such payments in monthly installments equal to monthly installments of rent due pursuant to the Lease until advised in writing by the Condominium that the delinquency has been cured. Landlord hereby assigns to the Condominium the right to take legal action for non-payment of rent, including the right to terminate the Lease, evict the Tenant, and obtain possession of the Premises, as set forth in Paragraph 1(b) above, if Tenant fails to pay the Condominium any amounts due pursuant to this Paragraph, provided, however, that the Condominium shall not be obligated to take such action, and provided, further, that Landlord shall under no circumstances be released from any of Landlord's payment obligations or other obligations to the Condominium by virtue of the provisions herein.

3. Insurance. Tenant will do nothing and permit nothing to be done on the Premises which will contravene any fire or other insurance policy covering the same. If Tenant's use or occupancy of the Premises increases the premium on any fire or other insurance policy, Tenant shall pay such increase.

4. Successors, Assigns and Sub-lessees. The provisions of this Addendum shall apply to any and all of Landlord's and Tenant's successors, assigns and sub-lessees. Tenant agrees that Tenant and any sub-lessee shall enter into an addendum in the form hereof, but that the provisions hereof shall apply to Tenant and any sub-lessee, notwithstanding any failure by Tenant and any such sub-lessee to enter into such an addendum. Landlord and Tenant shall indemnify and hold harmless the Condominium from and against any losses or costs incurred by the Condominium in enforcing the provisions hereof with respect to any of their respective successors, assigns, or sub-lessees.

5. Conflict. In the event of any conflict or inconsistency between the provisions of this Lease Addendum and the provisions of the Lease entered into by Landlord and Tenant, the provisions of this Addendum shall control.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be duly executed on the date first written above.

LANDLORD:

TENANT:

Address

Address

COUNCIL OF UNIT OWNERS
Rock Creek Gardens Condominium
Silver Spring, Maryland
RULES AND REGULATIONS

<i>Rule No.</i>	<i>Title</i>	<i>Effective Date:</i>	<i>Page</i>	<i>No of pages</i>
13	Noise and Nuisance Abatement	07/11/2019	1	2
<i>Bylaw Reference(s)</i> Article XI Sections 1 and 3(a)&(c)		<i>Maryland Condominium Act Reference(s)</i> Section 11-109(d)(20),11-111(d)	<i>Montgomery County Code Reference:</i> Chap 5 Sec 5-203 Chap 29 Sec 29-36&37; Chap 31B	

13-1. PURPOSE

This rule advances the principle of peaceful enjoyment of residential units by establishing reasonable regulations to minimize noise and nuisance factors, such as the transmission of noise and spread of odors between units.

13-2. POLICY

- a. The [Council of Unit Owners](#) supports the concept that each resident, whether an owner or renter, is entitled to the peaceful enjoyment of their residences at Rock Creek Gardens while respecting the rights of neighbors to the same. To this end, no activity shall take place anywhere on the [general common elements](#) or within any [unit](#) that may be or may become a nuisance to the neighborhood or to residents of adjoining and adjacent units.
- b. Because the design and construction of buildings does not provide significant insulation or noise absorption between units, the following specific noise-dampening measures apply:
 - (1) Each unit owner or tenant is obligated to install padded carpeting on at least 70 percent of floor surfaces that are located directly above another unit, except for kitchens, bathrooms, closets, and loft areas. Violations are subject to an initial fine of \$25 plus \$50 per month for each month the violation continues.
 - (2) Residents are expected to use discretion in operating household appliances, such as vacuum cleaners, garbage disposers, and the like, and to exercise due concern for others in setting sound levels for music systems, radios, television sets, and other audio devices. To this end, household appliances that produce significant noise should be operated only between the hours of 9 a.m. through 10 p.m. while the sound volume of audio devices must be reduced to low but reasonable levels, or played through headsets or ear buds before 9 a.m. and after 10 p.m.
 - (3) Except for minor incidental repairs and bona fide [emergency repairs](#), use of noise-producing equipment or machinery is permitted for purposes of making repairs, renovations, alterations, or improvements to units, subject to the limitations of [Rule 3](#), only between the hours of 8 a.m. and 6 p.m. on weekdays.
 - (4) Residents with pets must ensure that their pets are maintained in a manner that does not constitute a nuisance to others, such as chronic barking, scratching, and other noises that are audible in other units. See also [Rule 7](#).
 - (5) The operation of personally owned or leased power generators is not permitted within any unit or on any part of the general common elements under any circumstances.
- c. Units may not be used to conduct or maintain any other-than-passive home-based business. The term "other-than-passive" means an activity that produces noise, vibration, glare, fumes, or odors, or that produces any kind of electrical or electronic interference, or that consumes resources paid for from common assessments, such as water, or that require the expenditure of common funds. Violations are subject to an initial fine of \$250 plus \$100 for each month the activity continues, after a notice to cease and desist has been issued by the Board of Directors.

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<p>d. Residents are responsible for keeping pets clean and for properly disposing of litter at reasonable intervals. Pet feces or droppings that occur while a pet is on any part of the general common elements must be promptly bagged and deposited in one of the outdoor receptacles provided for that purpose per Rule 7.</p> <p>e. Residents of units who, after a hearing, are found to be the cause of objectionable odors or smoke, regardless of cause or source, that spread beyond the unit where the odor or smoke originated are subject to a fine of \$100 per occurrence, in accordance with Rule 15. Temporary odors or smoke that result from cooking are not considered a nuisance.</p>			
<p>13-3. ENFORCEMENT</p>			
<p>a. Complaints alleging noise or nuisance issues, including persistent odors caused by pets or other sources within a unit, may be filed with the on-site office in writing, personally or by electronic mail (office@rcgardens.com).</p> <p>b. The Board of Directors will follow the dispute resolution procedures described in Rule 15 and, if the complaint is sustained, may impose a fine of \$25 for the initial violation and \$25 per month for each month the violation continues, unless other sanctions are provided for in this or other rules.</p> <p>c. Nothing in this rule shall prevent a resident from filing a complaint with or otherwise seeking assistance from law enforcement, or other state or county agencies, if a resident has reason to believe that the noise or nuisance constitutes a criminal offense or any breach the Montgomery County Noise Ordinance (cited above).</p> <p>d. Notwithstanding any action by any law enforcement agency or by any criminal court, the Board of Directors has the right and obligation to independently pursue remedies provided for under Section 14-120, as amended, of The Annotated Code of Maryland, <i>Abatement of Nuisance Actions where Property used for Controlled Dangerous Substance Offenses</i>, if the Board has reason to believe that a unit is being used for the manufacture, sale, or distribution of any controlled dangerous substance, or for prostitution.</p>			

**COUNCIL OF UNIT OWNERS
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<i>Rule No.</i>	<i>Title</i>	<i>Effective Date:</i>	<i>Page</i>	<i>No of pages</i>
14	Insurance Requirements	07/11/2019	1	2
<i>Bylaw Reference(s)</i>		<i>Maryland Condominium Act Reference(s)</i>		
Articles XIII and XIV		Sections 11-104(e)(2)(ii); 11-111(d), 11-114; 11-114.1; 11-114.2		

14-1. PURPOSE

This rule identifies types and amounts of commercial [insurance](#) that must be purchased and maintained by both the [Council of Unit Owners](#) and individual unit owners. It does not address the receipt, control, and use of insurance proceeds that may be paid to the Council of Unit Owners in the event of loss, damage, or destruction of any part of the [general common elements](#), which is separately addressed in Article XII of the [Bylaws](#).

14-2. POLICY

- a. The Council of Unit Owners is responsible for the repair, rehabilitation, or replacement of any and all parts of the general common elements that are lost, damaged, or destroyed because of a casualty caused by fire, structural failure, natural disaster, and other hazard.
- b. The Council of Unit Owners is also responsible for the repair, rehabilitation, or replacement of dwelling [units](#), except for installed betterments and improvements, which are damaged or destroyed because of a casualty. Betterments and improvements include interior contents such as appliances, electronic equipment, cabinetry, furniture, carpeting, draperies, lighting fixtures, heat pumps, and the like.
- c. As allowed by state law and stipulated in the Bylaws, unit owners are responsible for the first \$10,000 of the master casualty insurance policy deductible carried by the Council of Unit Owners, provided that the damage to or destruction of any unit(s) or any part of the general common elements was caused by or originated within an owned unit.
- d. In addition to recovering the insurance deductible, the Council of Unit Owners may seek to recover additional damages as allowed by state law from any unit owner within whose unit the casualty originated if there is reason to believe that the casualty resulted from neglect, any wanton or reckless act, or any violation of the Bylaws or rules and regulations committed by any resident of the owned unit in which the casualty originated.
- e. Owners of units where a casualty loss was found to originate are wholly liable for payment of the deductible amount specified above and any additional damages awarded by a court, even if the loss was caused by the actions, neglect, or omissions of a tenant. Unit owners may subsequently recover against a tenant as provided for in state law.
- f. Copies of the certificate of insurance for the condominium master policy are available on request from the insurance agency listed in the [community directory](#). Evidence of insurance coverage for all or parts of the [general common elements](#) are frequently required by lenders, insurance carriers, and others. Additionally, original insurance documents may be inspected upon advance request to the [on-site office](#).
- g. Should the property or general liability insurance be terminated for any reason, the [Board of Directors](#) will provide written notice to each unit owner within 10 days of the termination date.

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14	Insurance Requirements	2	2
<p>14-3. COUNCIL OF UNIT OWNERS INSURANCE REQUIREMENTS</p> <p>The Board of Directors shall purchase and maintain, on behalf of the Council of Unit Owners and at common expense, the following forms of insurance:</p> <ol style="list-style-type: none"> a. Property and casualty insurance, including all endorsements specified in the Bylaws, in an amount equal to the full replacement value of the general common elements, less land, foundations, and excavations, to protect against losses resulting from fire, structural failure, natural disasters, and other hazards. b. General liability insurance, including all endorsements specified in the Bylaws, with a coverage amount of not less than \$1 million to indemnify the Council of Unit Owners against illness, personal injury, medical expenses, and other claims resulting from the operation, maintenance, or use of the general common elements. c. Directors' and Officers' liability insurance (also known as a legal expense indemnity endorsement) in an amount of not less than \$1 million to indemnify members of the Board of Directors against claims resulting from the good faith performance of their duties. d. Worker's compensation insurance for direct employees of the Council of Unit Owners in the amount prescribed by state law. e. Fidelity bonds (also known as fidelity insurance) in the amount of \$3 million or the value of three months' gross annual assessments, plus the total amount held in bank and investment accounts at the time the coverage is purchased, whichever is less, for all officers, directors, employees, agents, and others involved in the handling and management of the funds of the Council of Unit Owners. 			
<p>14-4. INDIVIDUAL UNIT OWNER INSURANCE REQUIREMENTS</p> <ol style="list-style-type: none"> a. Unit owners are required by the Bylaws to obtain and maintain, at personal expense, casualty insurance in an amount that, at a minimum, satisfies the \$10,000 deductible described in Paragraph 14-2(c), commonly known as Form HO-6, which is available from any insurance carrier or agent licensed in Maryland. b. Each unit owner is required to provide current proof of the required minimum insurance coverage as part of the annual community census described in Rule 5. Parking permits and pool passes will not be issued unless suitable proof of insurance is produced. 			
<p>14-5. INSURANCE COVERAGE FOR TENANTS</p> <p>Unless otherwise specified in the lease documents, tenants are encouraged, but not required, to obtain personal articles coverage to protect against loss, damage, or destruction of personal property maintained within a leased unit, as well as personal liability coverage to protect against acts or omissions by a tenant occupying a leased unit. Various levels of coverage are available from insurance carriers or agents licensed to operate in Maryland.</p>			

**COUNCIL OF UNIT OWNERS
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<i>Rule No.</i> 15	<i>Title</i> Rule Enforcement and Dispute Resolution	<i>Effective Date:</i> 07/11/2019	<i>Page</i> 1	<i>No of pages</i> 2
<i>Bylaw Reference(s)</i> Art. VI Sec. 3(d); Art. VIII Sec. 5; Art. XI Sec. 3(b)		<i>Maryland Condominium Act Reference(s)</i> Sec 11-109(d)(16)(20)(21), 11-111(d), 11-113	<i>Montgomery County Code Ref:</i> Chap 10B Art 2	

15-1. PURPOSE

This rule provides for enforcement of the [governing documents](#) and establishes a process for resolving disputes arising from enforcement actions. It does not address the enforcement and collection of assessments for common expenses, which are addressed in [Rule 2](#).

15-2. POLICY

- a. Any community resident, regardless of whether the resident is a unit owner or tenant, may file a complaint with the [Board of Directors](#) in situations where the resident has reason to believe that a violation of the [Declaration](#), [Bylaws](#), or [rules and regulations](#) has taken place. Complaints must be delivered in writing to the [on-site office](#) personally, by U.S. mail, or electronic mail (office@regardens.com) and include sufficient information regarding the time, date, and nature of any alleged violation to enable the Board of Directors to evaluate the information and take appropriate action.
- b. The Board of Directors shall promptly initiate enforcement action whenever it becomes aware of any apparent or alleged violation of any of the governing documents, whether through complaint or by any other means. Any individual member of the Board of Directors who becomes aware of any alleged or apparent violation shall make that matter known to all other members by the most expeditious means as soon as is practical.
- c. If a complaint by a resident is directed against another resident but does not involve any apparent violation of the governing documents, and if all parties to the dispute agree in advance, the Board of Directors may use its good offices to—
 - (1) Mediate the dispute to the best of its ability.
 - (2) Arbitrate the dispute based on the facts, circumstances, and evidence available, including testimony from parties to the dispute, at a hearing conducted for that purpose. The decision(s) reached by the Board of Directors shall be binding on all parties.
- d. If a complaint or other circumstance involves a violation of any of the governing documents, the Board of Directors will investigate the facts and circumstances and, if a violation of the governing documents is sustained, impose the fine provided for in the accompanying [table](#) or take other appropriate enforcement action, subject to the due process provisions of this rule.
- e. Unit owners are responsible for payment of any and all monetary fines that are imposed under this rule, even if the actions or violations that caused the fine were committed by tenants. Unit owners who incur fines caused by tenants are entitled to pursue collection, recovery, and other actions against offending tenants as allowed by state law.
- f. Nothing in this rule prevents a resident from filing civil or criminal complaints, or pursuing legal remedies provided for by applicable state laws or county code.

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15-3. PROCESS

The following process shall be carried out when a majority of the members of the Board of Directors believes or has reason to believe that a violation of the governing documents has taken place:

- a. Issue a written Cease and Desist notice by registered mail to the alleged violator that—
 - (1) Describes the alleged violation.
 - (2) Specifies the specific provisions(s) of the specific governing document(s) that relate to the alleged violation.
 - (3) Specifies actions required on the part of the alleged violator to abate or otherwise resolve the violation.
 - (4) Provides for a grace period of at least 10 days to comply with provisions of the Cease and Desist notice without incurring fines or other sanctions.
- b. Within 12 months of the end of the grace period, if the same rule is again violated by the same person, or if a continuing violation has not been abated or resolved, the Board of Directors shall issue a Notice of Hearing by registered mail to the alleged violator that—
 - (1) Describes the alleged repeat or continuing violation.
 - (2) Specifies the specific provisions(s) of the specific governing document(s) that relate to the repeat or continuing violation.
 - (3) Specifies the time and place of the hearing.
 - (4) Invites the alleged violator to attend the hearing and produce personal testimony, witness testimony, written statements, or other supporting evidence.
 - (5) Describes the fine or other sanction(s) to be imposed.
- c. The hearing may not be conducted within 10 days of the date the Notice of Hearing was issued.
- d. All hearings alleging violations of the governing documents will be held in closed session and the alleged violator shall be given reasonable opportunity to present evidence and to present and cross-examine witnesses.
- e. Decisions regarding sanctions shall be determined by majority vote of members of the Board of Directors who were present at the hearing and shall be based on provisions of the governing documents, available documentary evidence, and testimony and other evidence presented at the hearing, whether or not the alleged violator appeared at or participated in the hearing.

15-4. APPEALS

Decisions of the Board of Directors may be appealed to the Montgomery County Commission on Common Ownership Communities, as provided for in Chapter 10B Article 2 (Dispute Resolution) of the Montgomery County Code, and as provided for in applicable state law.

COUNCIL OF UNIT OWNERS
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Table of Standard Sanctions for Violations of Governing Documents

Violation	First Offense	Repeat or Continuing Offenses	Authority
Lien(s) placed for delinquent assessment installments		N/A	MD Code Sec 11-110(d) Bylaws Art VIII Sec 8 Rule 2
Implementing specified interior or any exterior architectural changes without prior approval	\$250	\$500/month	MD Code Sec 11-115 Bylaws Art XII Sec 1(d) Rule 3
Failure to comply with window treatment standards	\$25	\$25/month	Bylaws Art XI Sec 4 Rule 3
Installation of window unit air conditioner or fan	\$25	\$25/month	Rule 3
Failure to report owners' names and addresses annually	Ineligible to vote at annual and special meetings	N/A	MD Code Sec 11-109(c)(3) Bylaws Art IV Sec 6 Rule 5
Failure to complete the annual census	Parking permits and pool passes will not be issued	N/A	Rule 5
Parking without a current parking permit	Vehicle(s) subject to towing at owner's risk and expense	N/A	MD Code Sec 21-10A County Code 30C Bylaws Art XI Sec 5 Rule 6
Resident parking in a guest parking space	Vehicle(s) subject to towing at owner's risk and expense	N/A	MD Code Sec 21-10A County Code 30C Bylaws Art XI Sec 5 Rule 6
Guest parking in a visitor space without a visitor permit	Vehicle(s) subject to towing at owner's risk and expense	N/A	MD Code Sec 21-10A County Code 30C Bylaws Art XI Sec 5 Rule 6
Parking in a marked handicapped space reserved for a specific unit	Vehicle(s) subject to towing at owner's risk and expense and/or civil penalties under state law	N/A	MD Code Sec 21-10A County Code 30C Bylaws Art XI Sec 5 Rule 6
Pet not leashed or carried on the general common elements	\$25	\$25	Bylaws Art XI Sec 6(2) Rule 7
Failure to register a pet or keeping pet(s) beyond allowed numbers and types	\$50	\$100/month	Bylaws Art XI Sec 6(4) Rule 7
Dangerous or aggressive pet behavior (attacking/biting/injuring residents or other pets)	\$100	Removal of pet from the property	Bylaws Art XI Sec 6(5) Rule 7
Nuisance pet behavior (excessive barking/whining/scratching, etc.)	\$25	\$50	Bylaws Art XI Sec 6(5) Rule 7
Failure to properly dispose of pet feces	\$50	\$100	Rule 7 , Rule 10
Other pet-related complaints	\$25	\$50	Bylaws Art XI Sec 6 Rule 7
Transferring resident or guest pool passes to unauthorized persons	Suspension or revocation of pool passes	N/A	Rule 8

Violation	First Offense	Repeat or Continuing Offenses	Authority
Placing or storing personal property in hallways or stairwells	\$25	\$50	County Code 22-40(d)&(i) Bylaws Art XI Sec 3(d) Rule 9
Leaving entry doors open and unattended	\$25	\$25	Rule 9
Blocking, tampering with, or disabling outdoor light fixtures	\$50	\$100	Rule 9
Improper disposal of trash or recyclables, except prohibited items (Para 10-4)	\$50	\$50	County Code 48.00.03 Bylaws Art XI Sec 3f Rule 10
Improper disposal of prohibited items (Para 10-4)	\$100	\$200	County Code 48.00.03 Bylaws Art XI Sec 3f Rule 10
Failure to pay moving fees in advance	\$25	N/A	Rule 11
Failure to file leases prior to occupancy date	\$25	\$50/month	Bylaws Art XI Sec 2 Rule 12
More than one lease per unit or leasing other than an entire unit	\$250	\$500/month	Bylaws Art XI Sec 2 Rule 12
Failure to provide required carpeting in units directly above other units	\$25	\$50/month	Bylaws Art XI Sec 3(c) Rule 13
Noise and nuisance violations (including chronic odors)	\$100	\$100	Bylaws Art XI Sec 3 Rule 13
Failure to provide proof of insurance	Parking permits and pool passes not issued	N/A	Bylaws Art XIII Sec 2 Rule 14