

## KING FARM CONDOMINIUM

### RULES AND REGULATIONS

1. No common sidewalks, entrances, passages, courts, halls, vestibules, corridors or stairways of the Condominium shall be obstructed or used for any purpose other than ingress to and egress from Units. Notwithstanding the foregoing, exterior flower pots shall be permitted in locations approved by the Board.

2. No article shall be placed in any of the halls or on any of the staircases and/or landings, nor shall any fire exit be obstructed in any manner.

3. Children of a Unit Owner or other occupant shall not play in the halls, vestibules, lobbies, stairways, or any of the exterior landscaped areas except as such areas shall be designated by the Board.

4. No hall or vestibule shall be decorated or furnished by any Unit Owner or other occupant in any manner.

5. Each Unit Owner shall keep his Unit and any other space to which he has sole access in a good state of preservation and cleanliness, and shall not sweep or throw or permit to be swept or thrown therefrom or from the doors or windows hereof, any dirt or other substance.

6. No awnings or other projections (other than those installed by the original developer) shall be attached to the Common Elements on the exterior of any building in the Condominium.

7. All radio, television or other electrical equipment of any kind or nature installed or used in each Unit shall fully comply with all rules, regulations, requirements or recommendations of the local Board of Fire Underwriters and the public authorities having jurisdiction, and each Unit Owner shall be liable for any damage or injury caused by any radio, television or other electrical equipment in such Unit Owner's Unit. All utility services furnished to or used in the Unit shall be for residential purposes only.

8. No Unit Owner or other occupant shall make or permit any disturbing noises in any part of the Condominium, or do or permit to be done therein anything which will interfere with the rights, comforts or conveniences of others. No owner or other occupant shall play or cause to be played any musical instrument, or operate or permit to be operated a phonograph, stereo, radio, television, VCR or any loud speaker in his Unit between the hours of 11:00 p.m. and 9:00 a.m., if the same shall disturb or annoy other Unit Owners or occupants of the Condominium, and the same shall apply to the practice of either vocal or instrumental music in the Unit.

9. Toilets and other water apparatus in any Unit shall not be used for any purposes other than those for which they were designed, nor shall any sweepings, rubbish, rags or any other articles be thrown into same. Any damage to the Common Elements resulting from misuse of any toilets or other apparatus in a Unit shall be repaired and paid for by the Unit Owner.

10. The agents of the Condominium, and any contractor or workman authorized by the Condominium, may enter any room or Unit after reasonable notice to the Unit Owner thereof at any reasonable hour of the day for the purpose of inspecting such Unit for the presence of any vermin, insects or other pests and for the purpose of taking such measures as the Owner shall not have taken as may be necessary to control or exterminate any such vermin, insects or other pests.

11. Clothes or other articles shall not be dried or aired on or from any terrace or other portion of the exterior Common Elements.

12. Except for screened in porches that may be originally installed by the Declarant, no balcony or patio shall be enclosed, decorated, landscaped, or covered by any awning or otherwise without the prior written consent of the Board, and no balcony or patio floor shall be covered with any material not approved by the Board.

13. No Unit Owner or other occupant shall at any time bring into or keep in his Unit any inflammable, combustible or explosive fluid, material, chemical or substance, except for normal household use. Charcoal grills or other fuel burning apparatus are not to be used on any part of the Condominium.

14. Automobiles shall not be washed except in areas designated by the Board.

15. No window treatments shall be installed in any Unit which do not have a white backing visible from the outside.

16. Unit Owners and other occupants shall be subject to all Rules and Regulations adopted by the Board as well as all other Rules and Regulations set forth in the Declaration and Bylaws, including, without limitation, Section 6.5 of the Bylaws.

**King Farm Condominium  
Parking Rule and Regulation**

Whereas, it is the Board of Directors power to promulgate and amend from time to time reasonable rules and regulations, as the Board of Directors deems appropriate, in accordance with the provisions of Section 11-111 of the Maryland Condominium Act and as more particularly described in Article VIII of the By-Laws: and

Whereas there is a limited number of parking spaces for residents and guests on the general common elements of King Farm Condominium.

It is therefore decided that there is a need to establish a common area parking policy for condominium residents and guests.

The following, after soliciting owner comments and feedback, becomes the parking rule and regulation of the King Farm Condominium Association:

1. Any vehicle parked on the on the general common elements of King Farm Condominium will be required to display a parking permit in the window of their vehicles. Permits are to be placed in the lower left corner of the rear window (drivers side).
2. Each unit will receive two parking permits for use in their vehicles, and two additional permits (Guest Permits) will be issued for temporary use by guests and/or visitors.
3. An owner may lease their parking permits to another owner or tenant of the Condominium with the approval of said lease agreement by the Condominium Board of Directors or a Parking Committee.
4. Vehicles with a permit can park in any common area open space on a first come, first serve basis. Vehicles parked without having a permit will be towed, without ticketing, by the Association's towing contractor at the vehicle owner's risk and expense. The Condominium Association, Board of Directors, and Management Agent are "held harmless", and are not liable for any towing from the Condominium parking lots.
5. The fraudulent use of a parking permit will result in a Board hearing and sanctions levied by the Board of Directors in accordance with the Maryland Condominium Act and Association governing documents.

6. The initial distribution of parking permits or community wide redistribution of parking permits will be done at no cost to the condominium unit owners. Replacement parking permits can be obtained through the Management Agent at a cost of \$100.00 per permit. The cost of replacement parking permits is payable to the Condominium Association.
7. In the event of sale or change of tenant of a unit the parking permit must be transferred to the new resident.
8. Stored, unlicensed or inoperable vehicles are not permitted in any parking space. Such vehicles can be towed after ticketing and/or notice by condominium towing contractor in accordance with Condominium documents and or Montgomery County Towing Law (entitled Chapter 30C of the said Government Code).
9. Handicapped spaces can only be used by vehicles identified for said purpose. Unauthorized vehicles in those spaces may be ticketed, fined or towed from those areas by appropriate governing authorities. All other residential and guest vehicles that cannot be parked on common property pursuant to this rule must be parked on streets outside of condominium property.

Approved: *Thomas R. Lattin*  
 Board President

9-17-02  
 Date

Attested: *Art Weitz*  
 Board Secretary  
 Vice President

9-17-02  
 Date

Approved Date: 9-17-02

Effective Date: 3/1/03



**KING FARM CONDOMINIUM  
PARKING RULES AND REGULATIONS**

*Effective October 1, 2013  
Enforcement to begin October 15, 2013  
Final Parking Rules and Regulations were ratified  
at the Board of Directors Meeting of September 23, 2013*

Whereas, it is the Board of Directors power to promulgate and amend from time to time reasonable rules and regulations, as the Board of Directors deems appropriate, in accordance with the provisions of Section 11-111 of the Maryland Condominium Act and as more particularly described in Article VIII of the By-Laws; and

Whereas there is a limited number of parking spaces for residents and guests on the general common elements of King Farm Condominium.

It is therefore decided that there is a need to establish a common area parking policy for condominium residents and guests.

The following, after soliciting owner comments and feedback, becomes the parking rule and regulation of the King Farm Condominium Association:

1. Any vehicle parked on the general common elements of King Farm Condominium will be required to display a parking permit tag. The tag should be hung from the rearview mirror of each vehicle with the tag number facing forward so it can clearly be seen through the front windshield.
2. Each unit will receive two (2) parking permit tags for use in their vehicles, and two (2) additional permit tags (Guest Permits) will be issued for temporary use by guests and/or visitors.
3. An owner may lease their parking permits to another owner or tenant of the Condominium with the approval of said lease agreement by the Condominium Board of Directors or a Parking Committee.
4. Vehicles with a parking permit can park in any common area open space on a first come, first serve basis. Vehicles parked without having a permit will be towed, without ticketing, by the Association's towing contractor at the vehicle owner's risk and expense. The Condominium Association, Board of Directors and Management Agent are "held harmless" and are not liable for any towing from the Condominium parking lots.
5. The fraudulent use of a parking permit will result in a Board hearing and sanctions levied by the Board of Directors in accordance with the Maryland Condominium Act and Association governing documents.

6. The initial distribution of parking permits or community wide redistribution of parking permits will be done at no cost to the condominium unit owners. Replacement parking permits can be obtained through the Management Agent at a cost of \$100.00 per permit. The cost of replacement parking permits is payable to the Condominium Association.

7. In the event of sale or change of owner/tenant of a unit the parking permit must be transferred to the new resident.

8. Stored, unlicensed, or inoperable vehicles are not permitted in any parking space. Such vehicles can be towed after ticketing and/or notice by the condominium towing contractor in accordance with Montgomery County Towing Laws (entitled Chapter 30C of the said Government Code). Refer to By-Law Section 6.5 (g) in the By-Law Section below for further information on allowed and disallowed vehicles.

9. Handicapped spaces can only be used by vehicles identified for said purpose. Unauthorized vehicles in those spaces may be ticketed, fined, or towed from those areas by appropriate governing authorities. All other residential and guest vehicles that cannot be parked on common property pursuant to this rule must be parked on streets outside of condominium property.

#### By-Law Section

##### Section 6.5(g) –

Except as herein elsewhere provided and except as otherwise approved by the Board of Directors, no junk vehicle or other vehicle, on which current registration plates are not displayed, trailer (boat or otherwise), full size pick-up truck, camper, camp truck, house trailer, commercial vehicle, recreational vehicle or the like shall be kept upon any Common Elements, nor upon any parking lots or roadways located upon the Parcel, nor shall the repair or maintenance of automobiles or other vehicles be carried out thereon. The foregoing sentence shall not be interpreted as prohibiting a Unit Owner from keeping a passenger car sized taxi-cab used by such Unit Owner in connection with his or her occupation in a parking Unit owned by such Unit Owner.



**Abaris Realty, Inc.**

12009 Nebel Street, Rockville, MD 20852

301-468-8919 • Fax: 301-468-0983

Web Site: [www.abarisrealty.com](http://www.abarisrealty.com)



January 14, 2013

Re: Proper Communication Protocol

Dear Unit Owners:

As you are aware, your Board of Directors has been elected to serve the King Farm Condominium Association which requires them to volunteer an enormous amount of time for the benefit of all residents. Their efforts have resulted in a Community that is beautifully maintained and financially sound, resulting in an improved value for all owners.

In this effort, the Board of Directors, as a body, often has to make decisions that are for the good of the many, the Community, at the potential unhappiness of a select few. Unfortunately, a disapproving resident may feel that it is appropriate to confront an individual Board Member directly in the Community or at their residence to voice their conflict with a Board decision. Unfortunately, recent events require us to state the following:

**We understand that not all decisions will be embraced by all owners/residents and, to that extent, owners are welcomed to communicate their concerns with the Management Company, in person, by phone and/or email. Also, there is the opportunity to come to an Open Board Meeting and raise your concerns to the entire Board. What is not permitted is to confront Board Members individually or directly outside of the Open Board Meetings. To the extent this directive is not followed the Association will avail itself of any and all legal remedies available to restrict inappropriate confrontation of Board Members in the future.**

Given the appreciation we all have for the Board Members volunteered time, I am sure full cooperation and adherence to the above requirement will be embraced by the Community. Thank you in advance for your support in this matter.

Thank you!

Abaris Realty, Inc Office Hours:  
Monday-Friday 9:00am - 5:00pm





**KING FARM CONDOMINIUM  
POLICY RESOLUTION 04-1 (AMENDED)  
MOVE IN/MOVE OUT ASSESSMENT**

Originally Adopted: January 28, 2004

Updated: July 18, 2011

Effective: August 1, 2011

WHEREAS, Article II, Section 2.4.10.b.XIII of the Bylaws state that "The Board of Directors shall have the powers and duties to... (1) make, promulgate and amend from time to time reasonable Rules and Regulations, as the Board of Directors deems appropriate...;" and

WHEREAS, Article III, Section 1 of the Bylaws establishes annual Condominium fees and assessments; and

WHEREAS, the Board deems it necessary and desirable to establish an assessment policy to cover damages to the common areas due to residents moving into and out of the buildings;

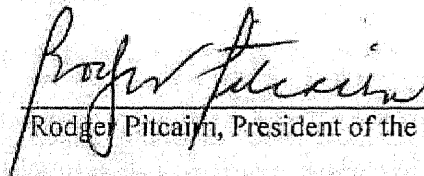
NOW, THEREFORE, BE IT RESOLVED THAT the following be adopted:

ASSESSMENT TO COVER DAMAGES AS A RESULT OF  
MOVE IN-MOVE OUT ACTIVITY

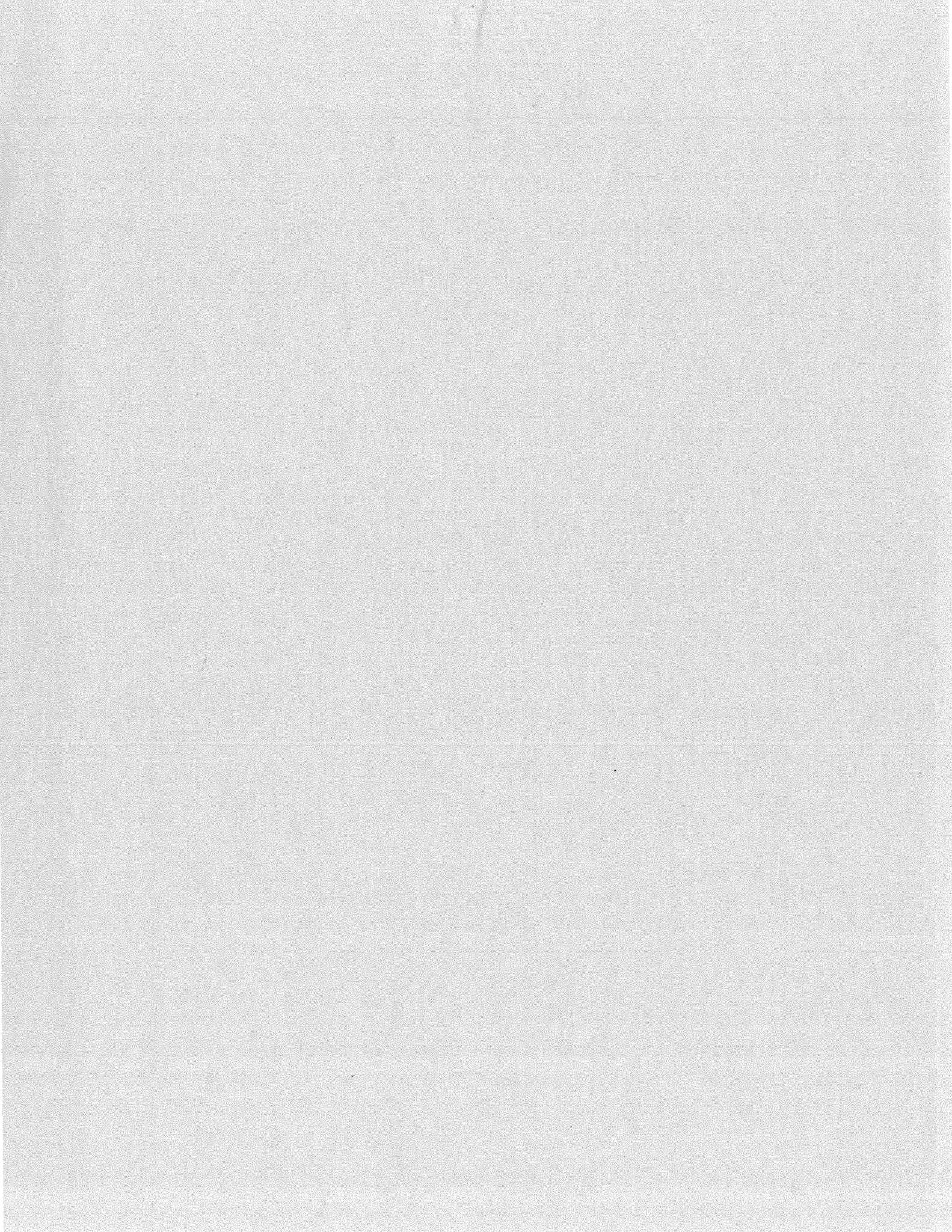
All owners, new owners, tenants or sub-tenants moving into the Condominium will be charged an assessment of \$350, to be paid by the owner of said unit, by two separate checks, to cover wear and tear and repairs due to potential damage as a result of moving activities to the common areas. Upon inspection of the Board or its authorized agent, \$250 of the assessment may be refunded, if there is no damage to the common areas. If any damages occur during a move and the repairs exceed \$250, the deposit will not be refunded and the unit owner will be billed the remaining cost associated with the repairs. The checks will be submitted with the move form.

If any damages occur during the move out, the unit owner will be charged for the repairs.

If any damages occur during an unscheduled move in or move out, the unit owner will be billed for the repairs. If a move in is unscheduled, the unit owner will still have to pay the \$100 non-refundable fee.



Rodger Pitcairn, President of the King Farm Condominium



KING FARM CONDOMINIUM  
POLICY RESOLUTION NO. 13-01  
ENFORCEMENT PROCEDURE

Recitals

Whereas, Article 2, Section 2.4.10 of the Bylaws assigns to the Board of Directors ("Board") all of the powers and duties necessary for the administration of the affairs of the King Farm Condominium ("Council" or "Association");

Whereas, Article 2, Section 2.4.10(b) of the Bylaws empowers the Board to enact Rules from time to time which govern the use and operation of the Condominium;

Whereas, Article 2, Section 2.4.10(b) of the Bylaws empowers the Board to impose sanctions, including the levying of fines, against Unit Owners for violations of the Maryland Condominium Act ("Act") and/or the Council's Declaration, Bylaws or the Rules and Regulations ("Governing Documents");

Whereas, for the benefit and protection of the Council and of the individual owners, the Board deems it necessary and desirable to establish a procedure to ensure due process in cases involving alleged violations of the provisions of the Governing Documents.

THE BOARD OF DIRECTORS HEREBY RESOLVES that any and all previous enforcement procedures are repealed, and the following enforcement procedure is adopted in accordance with Sections 11-111 and 11-113 of the Act.

I. PROCEDURE

A. Initial Actions.

**1. Informal Action.** In the interest of cooperation and good relations between neighbors, it is the policy of the Association that residents of the community should try to work together informally and cooperatively to resolve matters which appear to violate the Governing Documents. To that end, any member or resident may request, in a written communication sent to the Board of Directors, that an owner or resident correct any apparent violation of the Governing Documents. The Board of Directors shall inform the party to whom the complaint is directed of the

alleged violation and urge compliance with the Governing Documents prior to a formal violation process being initiated.

**2. Mediation.** At any time prior to a formal hearing is convened as set forth below, the Association, may schedule an informal mediation session to take place before the Board or a committee of members appointed by the Board. The mediation session shall serve as a voluntary and informal approach to resolving any dispute brought before the Council. Either the Board of directors, or the involved parties, may initiate mediation. Any mediation session held will not divest the rights of an owner to subsequent notice of and a hearing before the Board as set forth in Section 11-113 of the Condominium Act.

**3. Written Request.** In the event informal action is not successful in obtaining compliance, Management shall send a written request to the Respondent, in accordance with the following procedure set forth in Section 11-113 of the Act:

(a) The written request shall ask the Respondent to correct the alleged violation and shall specify: (i) the violation; (ii) the provision of the Governing Documents that has been violated; (iii) the action required to correct the violation; and (iv) a time period of not less than 10 days during which the violation may be corrected without further sanctions, or a statement that any further violations of the same provision may result in sanctions after a further notice and a hearing.

(b) The request shall be mailed to the owner at the address on file at the Management Office, and to the resident of the property, if not the owner.

(c) A copy of the request shall be filed in the Management Office, and a copy shall be provided to the Board.

**B. Failure to Comply with Request.** The following procedures shall be followed when a continuation or a repetition of a violation occurs:

**1. Notice of Hearing.** If a preliminary investigation indicates further action is necessary, and if the violation has not been corrected pursuant to the written request specified above, Management shall serve a Notice of Hearing and a copy of the complaint on the respondent. The Notice shall be served not less than 10 days prior to the date of the hearing. The Notice shall be hand delivered or mailed by first class United States mail

to the respondent at the address or addresses required for notice of meetings and, in the case of non-owner residents, to the resident of the property, at the property address, as well. Service by mailing shall be deemed effective 2 days after such mailing. No order adversely affecting the rights of the respondent may be made in any case unless notice has been given as provided herein.

The Notice of Hearing sent to the respondent shall state the time, date and location of the hearing and shall inform the respondent of his or her right to be present at the hearing, to be represented by counsel and to present any witnesses or evidence. The Notice shall also describe any sanctions which may be imposed on the respondent.

**2. Scheduling.** If any parties can promptly show good cause as to why they cannot attend the hearing on the scheduled date and can indicate times and dates on which they would be available, Management may reset the time and date of hearing and promptly deliver notice of the new hearing time and date to the Complainant and the Respondent.

**C. Hearing.** A hearing shall be conducted by the Board, using the following procedure:

**1. Proof of Notice, Minutes.** Proof of notice and the invitation to be heard shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the party who delivered such notice. The notice requirement shall be deemed satisfied if the respondent appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed.

**2. Constraints on the Board.** Any member incapable of objective consideration of the case shall disclose this fact to the Board and shall not take part in the proceedings or in the Board decision. Any member of the Board has the right to challenge any other member who is unable to function in a disinterested and objective manner. Any such challenge shall be decided by the Board, provided, however, that the challenged member shall not have a vote on the challenge.

**3. Hearing Process.**

**a.** The Board shall select a person to serve as hearing officer and preside over the hearing. Such hearing officer need not be an owner or a member of the Board. At the beginning of the hearing,

the hearing officer shall explain the rules and procedures by which the hearing is to be conducted.

The Board may determine the manner in which the hearing will be conducted, so long as the rights set forth in this section are protected. The hearing need not be conducted according to technical rules relating to evidence and witnesses. Generally, any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions.

b. Neither the Complainant nor the respondent must be in attendance at the hearing. The hearing shall be conducted in executive session.

c. Each party shall have the right to do the following, but may waive any or all of these rights:

- (1) make an opening statement;
- (2) introduce evidence, testimony, and witnesses;
- (3) cross-examine opposing witnesses by directing questions to the hearing officer;
- (4) rebut evidence and testimony; and
- (5) make a closing statement.

Even if the Complainant or the respondent does not testify in his own behalf, each may still be called and questioned, if in attendance.

**4. Decision.** After all testimony and documentary evidence has been presented to the Board, the Board shall consider and vote upon the matter. Agreement of a majority of the Board in attendance at the hearing shall be required for a decision. The decision shall be made promptly after the hearing and shall include the Board's decision with respect to any fines or other sanctions or actions to be taken.

The Board shall prepare written findings of fact and a written decision. A copy of the findings and decision of the Board shall be sent to each party in the matter and his/her attorney, if any. A summary of the decision,

excluding names of persons involved and addressing only the issues and the Board decision shall be included in the Board Minutes.

## II. INTERPRETATION

This Resolution is intended to serve as a protection to owners and residents to ensure that their rights are protected and to serve as a guideline for the Board as it carries out its duties to enforce the Declaration, Bylaws and Rules and Regulations.

The Board may determine the specific manner in which the provisions of this Resolution are to be implemented, provided that reasonable due process is afforded and provided that all applicable statutory requirements are satisfied.

Any inadvertent omission or failure to conduct any proceeding in exact conformity with this Resolution shall not invalidate the results of such proceeding, so long as a prudent and reasonable attempt has been made to ensure due process according to the general steps set forth in this resolution.

## III. REMEDIES

Upon reaching a decision, the Board may invoke any sanctions or take any actions legally available to the Council. Such sanctions may include reasonable fines levied pursuant to the Condominium Act, which shall be part of the lien for assessments against the unit.

## IV. LEGAL ACTION

Notwithstanding any provision of this Resolution, the Council may initiate legal action at any time without following the procedures set forth herein if, in the judgment of the Board, the interests of the Council so require. In compliance with Section 10B-9(d) of the Code of Montgomery County, any aggrieved party shall have the right to file an action with the Commission on Common Ownership Communities regarding a dispute.

RESOLUTION ACTION SHEET

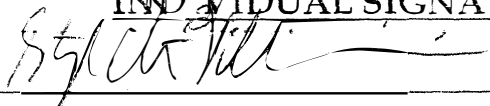
Resolution Number: 13-01  
Resolution Title: ENFORCEMENT PROCEDURE  
Date of Adoption: January 18, 2013

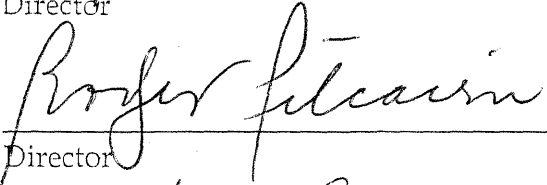
The above-referenced Resolution was adopted by the Board of Directors as of the date set forth.

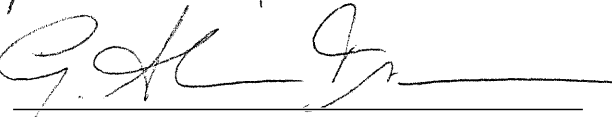
Signatures:

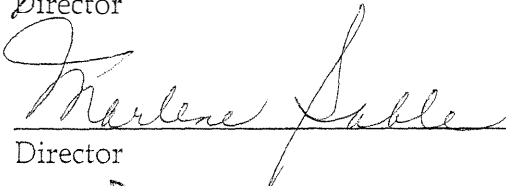
Vote: (~~Y~~)

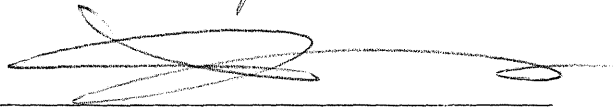

INDIVIDUAL SIGNATURES ARE ATTACHED

  
\_\_\_\_\_  
Director Y

  
\_\_\_\_\_  
Director Y

  
\_\_\_\_\_  
Director Y

  
\_\_\_\_\_  
Director Y

  
\_\_\_\_\_  
Director 

ATTEST:

  
\_\_\_\_\_  
Secretary

01/28/2013  
Date



**KING FARM CONDOMINIUM**

**RESOLUTION NO. 13-02**

**AMENDMENT TO RULES AND REGULATIONS**

**DUE PROCESS HEARINGS/FINE SCHEDULE**

**Recitals**

**WHEREAS**, Section 11-113 of the Maryland Condominium Act (“Act”) permits an association, after notice and opportunity to be heard, to levy a reasonable fine against a unit owner for violations of the condominium instruments or rules and regulations of the unit owners association;

**WHEREAS**, Article 2, Section 2.2 of the Bylaws of the King Farm Condominium Association (“Association”) assigns to the Board of Directors (“Board”) all of the powers and duties necessary for the administration of the affairs of the Association;

**WHEREAS**, Article 6, Section 6.5(v) of the Bylaws empowers the Board to adopt and enforce rules and regulations;

**WHEREAS**, Article 2, Section 2.2(n) of the Bylaws empowers the Board, after written notice and a duly called hearing, to levy reasonable fines against Unit Owners for violations of the Act, the Declaration, the Bylaws or the Rules and Regulations (“Governing Documents”) by Unit Owners;

**WHEREAS**, for the benefit and protection of the Association and of the individual owners, the Board deems it necessary and desirable to establish a fine schedule in cases involving alleged violations of the provisions of the Governing Documents;

**THE BOARD OF DIRECTORS, IN ACCORDANCE WITH SECTION 11-111 OF THE ACT, HEREBY RESOLVES** that the following schedule regarding the assessment of fines is adopted.

1. Fines.

(A) Violations of a non-recurring nature

If the Board of Directors determines that there is sufficient evidence of a violation, it may levy a fine not to exceed \$100.00 for the original occurrence of each violation. In the event of a second violation of the same nature, the Board may levy a subsequent fine not to exceed \$300.00. In the event of a third violation of the same nature, the Board may levy a further fine not to exceed \$500.00. If further violations

of the same nature persist beyond a third violation, the Board may levy a fine not to exceed \$1,000.00. Written notice of the Board's determination and any fine(s) shall be provided to the unit owner and if applicable to any tenants, residents or guests. Examples of fines of a non-recurring nature include, but are not limited to, the following: disposal of trash in a manner that is inconsistent with the Rules and Regulations, excessive noise which creates a nuisance to other neighbors and leaving pet waste in or around the common areas.

**(B) Violations of a recurring nature**

If the violation is determined to be a continuing violation, the Board may levy a fine between \$100.00 and \$250.00 for the original violation, and each day the violation continues will be deemed a separate violation, subject to a separate fine, not to exceed an amount between \$25.00 and \$50.00 for each offense. Written notice of the Board's determination and any fine(s) shall be provided to the unit owner and if applicable to any tenants, residents or guests. Examples of fines of recurring nature include, but are not limited to, the following: architectural modifications/alterations that have not been approved by the Board of Directors and maintaining/storing items in the Association's common elements without the express written permission of the Board of Directors.

**(C) Collection of Fines**

Any fines levied shall be placed on the unit owner's assessment account and be subject to collection action, including, but not limited to the imposition of a lien against the unit owner's property, in the same manner and under the same terms as any other assessment.

RESOLUTION ACTION SHEET

Resolution Number: 13-01 13-02 RP  
Resolution Title: DUE PROCESS HEARINGS/FINE SCHEDULE  
Date of Adoption: March 26, 2013

The above-referenced Resolution was adopted by the Board of Directors as of the date set forth.

Signatures:

Vote: (Y/N)

Proyer Fitzcarrin President  
Director

Y

Marlene Sable  
Director

y

[Signature]  
Director

g

G.K. In  
Director

Y

[Signature]  
Director

Y

ATTEST:

[Signature]  
Secretary

03/26/2013  
Date



**KING FARM CONDOMINIUM**

**POLICY RESOLUTION NO. 14-01**

**AMENDMENT TO RULES AND REGULATIONS**

**WATER HEATER/WALL HEATER PREVENTATIVE MAINTENANCE**

**Recitals**

**WHEREAS**, Article II, Section 2.4.10(b)(i) of the Bylaws of the Council of Unit Owners of King Farm Condominium, Inc. (“Association”) provides that the Board of Directors (the “Board”) shall have the right and power to protect the Common Elements and all Council Property; and

**WHEREAS**, Article II, Section 2.4.10(b)(xiii) of the Bylaws provides the Board with the authority to promulgate and enforce rules and regulations governing the Condominium; and

**WHEREAS**, Article 6, Section 6.4 of the Condominium Declaration (“Declaration”) provides, in part, that each Unit Owner shall maintain, repair and replace all portions of his unit including the heating and air conditioning system, hot water heater and all other apparatus forming a part of the owner’s unit; and

**WHEREAS**, Article 6, Section 6.6 of the Declaration provides that the Association maintains the authority to enter units whenever such entry is reasonably necessary in order to maintain, repair or replace any portion of the common elements or units if such action is necessary to prevent injury or damage to any unit or the common elements;

**WHEREAS**, the Board of Directors has determined that the failure of some of the unit owners to properly maintain their water heaters and wall heaters creates a potential flood/water damage hazard and a threat to the safety and well-being of all residents; and

**WHEREAS**, the Board of Directors has determined that it is in the best interest of the Association to adopt a rule specifying that it is each unit owner’s responsibility to properly maintain the owner’s water heater and wall heater, including, but not limited to, the requirement to hire a professional company to inspect the water heater and wall heater every two years and to provide proof of such inspection to the managing agent and/or the Board of Directors.

**NOW, THEREFORE**, in accordance with Section 11-111 of the Maryland Condominium Act, **BE IT RESOLVED THAT** the Board of Directors hereby adopts the following policy:

**1. BIENNIAL CLEANING.** Unit Owners must have their water heaters and wall heaters inspected by a professional contractor once every two (2) years.

**2. REMINDER NOTICE.** In advance of each deadline every two (2) years, the Board, through its managing agent, shall send a reminder notice to the Unit Owners of their obligations

and shall identify the professional companies that the Board of Directors has pre-selected to perform the inspections at a bulk rate to the Association. If a unit owner chooses to use a company not selected by the Board, the unit owner must provide the Association with documentation which substantiates the company's credentials to perform inspection and cleaning services. All contractors shall be licensed bonded and insured.

In no event shall the Association be liable or responsible for any damage or injury to persons or property caused by any professional companies approved by the Board of Directors and the Association disclaims any and all such liability therefrom.

Failure of the Council to issue a reminder notice as set forth herein shall not relieve the unit owner of his/her obligation to comply with the provisions of paragraph 1 above.

**3. PROOF OF COMPLIANCE.** Unit owners must demonstrate compliance with this policy by submitting a copy of an inspection receipt from one of the professional companies pre-selected, or otherwise approved, by the Board of Directors. The receipt must clearly demonstrate that the contractor has comprehensively inspected the water heater and wall heater. The current age of the water heater must be included in the inspection receipt. The inspection receipt must be received by the Association deadline set forth in the notice issued by the Association. The deadline for the first inspection is **May 1, 2014**.

**4. REPLACEMENT/REPAIR OF WATER HEATER AND/OR WALL HEATER.** If the inspection results in a recommendation that the water heater and/or wall heater be repaired or replaced, the unit owner must complete any repair/replacement work within one (1) month of the date of the inspection. Written proof (paid receipts) that the work has been completed must be submitted to the Association's Board of Directors.

**5. ENFORCEMENT.** If a unit owner fails to meet the foregoing obligations, the Association may, as authorized by the Association's Bylaws and Section 11-125 of the Maryland Condominium Act, hire a contractor to enter a unit to perform the necessary work to the water heater and/or wall heater as described above. The owner(s) of said unit shall pay the Association for the cost of the maintenance/repair/replacement work not later than 30 days after written notice from the Association.

**6. REMEDIES.** In accordance with Article 6, Section 6.6.1 of Declaration, an owner(s) failure to pay the costs associated with any maintenance work to the water heater/wall heater shall result in the costs being assessed to the condominium unit. Furthermore, any assessed costs shall become due and payable and a continuing obligation of said unit owner in all respects as set forth in the Bylaws. In addition, the Association reserves all other rights and remedies available to it under the Declaration, the Bylaws and Maryland law.

RESOLUTION ACTION RECORDED

Resolution Type:

Resolution No.: 14-01

Duly adopted at a meeting of the Board of Directors held on May 29, 2014

Motion By: RODGER PITCAIRN Seconded By: JACK DORRIS

	Absent	Vote: Yes	No	Abstain
<u>RODGER PITCAIRN</u> Director		✓		
<del><u>JACK DORRIS</u></del> Director		✓		
<u>GAL JO</u> Director		✓		
<u>L. A. VILLI</u> Director			✓	
<u>DON McKEGIC</u> Director		✓		

ATTEST: L. A. Villi  
Secretary

Date: 06/01/2014

File:  
Book of Minutes: \_\_\_\_\_, 2014

Resolution Effective: 6/2/14





**RESOLUTION 16-01 OF THE BOARD OF DIRECTORS OF  
KING FARM CONDOMINIUM, INC.**

(Procedures Relative to Assessments, Collection of Routine and  
Special Assessments as well as Delinquent Payments)

WHEREAS, Article 5, Section 5.5 of the Declaration of Covenants, Conditions and Restrictions creates an assessment obligation for the owners of units in King Farm Condominium, Inc. (hereafter the "Condominium"), which is a continuing lien on the unit and a personal obligation of the owner; and,

WHEREAS, Article 3, Section 3.1 of the Bylaws grants the Board of Directors the authority to enforce payment of assessments by means of, inter, alia, foreclosing the lien against any unit for which assessments are not paid or bringing an action at law against the owner personally obligated to pay the same; and,

WHEREAS, Article 3, Section 3.1 of the Bylaws provides that upon default in the payment of any one or more monthly installments, the Board of Directors may accelerate the entire unpaid balance for the remainder of the fiscal year; and,

WHEREAS, there is a need to establish orderly procedures for the billing and collection of said assessments; and,

WHEREAS, the collection of assessments in a timely fashion is an integral part of the operation of the Association:

WHEREAS, The Board of Directors desires to establish these procedures in conformity with the Declaration, the Bylaws, Title 11 of the Real Property Article of the Annotated Code of Maryland (hereinafter the "Maryland Condominium Act"), the Maryland Contract Lien Act, and as otherwise provided by law.

NOW, THEREFORE, BE IT RESOLVED THAT the Board of Directors, on behalf of King Farm Condominium Inc., duly adopts the following assessment and collection procedures:

1. This resolution shall not limit the number or scope of possible collection actions that may be taken against delinquent owners. Similarly, this resolution shall not limit the time frames of any collection actions that are to be taken. No owner may consider or use the time frames suggested by this resolution as a defense to any collection action that was taken even if the action was outside the time frame indicated in this resolution.
2. Each owner's annual assessment is due on the 1st day of the fiscal year; however, for the convenience of owners, the annual assessment may be paid in equal monthly installments on the 1st day of each month, unless otherwise notified by the Board of Directors. There may also be additional fees due, including, but not limited to, special assessments, interest or fines, which are subject to this collection policy.

3. Notices, documents and all correspondence relating to assessments will be mailed to the address which appears on the records of the Condominium. It is each owner's responsibility to inform the Condominium management Agent, in writing, of any address change. An owner's account is delinquent if any balance is not paid in full on the due date.

4. If at the close of business on the 15th of the month, there is a balance due on an owner's account, a late fee of \$10, shall be added to their account. A late fee shall be charged on the monthly assessment each month that the account remains delinquent. Management Agent is authorized to waive one late fee per fiscal year at owner's request based on the owner's good payment history.

5. On or about the 25th day of the month, the Management Agent will mail a notice to delinquent owners advising that their fee has still not been received and that in 30 days their account will be turned over to the association's attorney for lien filing, lawsuit and/or foreclosure.

6. On or about the 30th day of the second month of delinquency, the Management Agent will turn over all delinquent owner accounts not paid by that date over to the association's attorney for collection action. Once the account has been turned over to the attorney, all correspondence with the owners regarding their account must be between the owners and the attorney.

7. On or about the 5th day of the third month of delinquency, the association's attorney will send each delinquent owner a Notice of Intent to File a Lien (NOI) and to accelerate fees.

8. Between the 30th and 45th day after the NOI has been served upon the owners, the association's attorney will file the lien against the owner, provided that payment was not received in full, no written signed payment agreement was entered into or that the unit owner does not file a complaint in the Circuit Court for probable cause.

9. On or about the 120th day of delinquency, the attorney will proceed with further legal action, including, but not limited to, foreclosing on the owner's property, or filing a lawsuit, or both, against the owner in order to collect the owner's past due assessments, late fees, fines, costs of collection and attorney's fees.

10. All charges for collection action will be charged to the homeowner, including, but not limited to Management Agent/Attorney fees and costs, postage, private process server fees, interest, lien recording and releasing fees.

11. All checks returned unpaid must be replaced with a cashier's check or money order and will incur an administrative charge.

12. Payments received from an owner will be credited to the outstanding balance in the following order:

- Court costs, attorney's fees and other costs related to collections

- Fines, late fees or accrued interest, as applicable
- Special assessments
- Annual assessments

13. In the event an owner attempts to make a payment of less than all monies due and owing the association after collection proceedings have commenced, the payment is to be applied in accordance with the Paragraph 12 hereof, and his or her account remains delinquent as to all remaining monies owed to the association. The association's retention of the partial payment does not constitute a waiver of the Board's authority to foreclose on the owner's property or take action against the owner to collect the outstanding balance.

01/24/2017  
DATE

Roger Peterson  
PRESIDENT

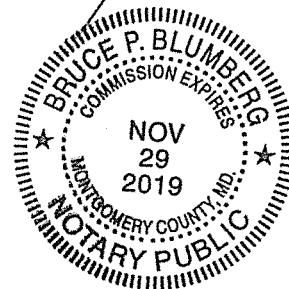
I hereby certify this Policy Resolution was duly adopted by the Board of Directors on 1/23/16 and thereafter, that I caused this Resolution to be mailed, or hand delivered to the Unit Owners of King Farm Condominium, Inc.

This policy resolution shall become effective on \_\_\_\_\_

ATTEST:

1/24/17  
DATE

Bruce P. Blumberg  
NOTARY





**COUNCIL OF UNIT OWNERS OF KING FARM CONDOMINIUM, INC.  
POLICY RESOLUTION 21-01**

**Regarding the Replacement, Modification, Appearance, and Maintenance  
of Unit Windows and Entrance Doors**

**WHEREAS**, Article II, Section 2.4.10.b.(xiii) of the King Farm Condominium Bylaws authorizes the Board of Directors to "...make, promulgate and amend from time to time reasonable Rules and Regulations, all as the Board of Directors deems appropriate...";

**WHEREAS**, Article VI, Section 6.4 of the Bylaws state, "No Unit Owner shall...repair, alter, replace, paint, decorate or change any portion of the exterior of his Unit, without obtaining the Council's prior written consent thereto, and submitting plans and specifications describing such modification or alteration in form and substance satisfactory to the Council";

**WHEREAS**, Article VI, Section 6.5(m) of the Bylaws prohibits window treatments that do not have a white backing that is visible from the outside;

**WHEREAS**, Article VI, Section 6.4.1(c) of the King Farm Condominium Declaration requires each Unit Owner to wash, maintain, repair, and replace the glazing, windows, screens, storm windows, doors (including sliding glass doors and screens installed as part of the sliding glass doors) which are a part of the Unit; and

**WHEREAS**, the Board of Directors ("the Board") has determined that it is necessary to establish regulations pertaining to the modification, replacement, appearance, and maintenance of condominium unit front doors, and associated hardware, and condominium unit windows to ensure architectural uniformity throughout the community:

**NOW, THEREFORE, BE IT RESOLVED THAT** the following be adopted:

**I. UNIT MODIFICATION APPLICATIONS.**

1. Before making any of the modifications or replacements described below in this Policy Resolution 21-01, Unit Owners must submit a completed application form, which form is available from the Association's management company. This applies even if the proposed modification or replacement is identical to an application that was previously approved for any unit.
2. Verbal requests to the Board and/or management company will not be accepted or considered.
3. The application must describe the full scope of work and product specifications. Descriptions such as detailed contractor bids, product brochures, material samples, pictures, and maps are encouraged and in some cases may be necessary.
4. An incomplete application will not be accepted for review and will be deemed to be automatically rejected.

5. Applications should be submitted by mail or electronically to:  
King Farm Condominium c/o Abaris Realty, Inc.  
7811 Montrose Road Suite 110  
Potomac, MD 20854
6. After receiving the application, the Board will vote on whether to approve the modifications at the next regularly scheduled Board meeting, provided that the completed application was received at least ten (10) days prior to the meeting.
7. The Board's decision will be delivered to the Unit Owner in writing.
8. If approved, all work must comply with the application and must be completed within 3 months after the approval date.
9. Unit Owners are responsible for ensuring that their modifications, repairs, replacement work complies with all applicable laws and building codes.

## **II. CONDOMINIUM UNIT WINDOWS.**

1. **Unit Windows.** Replacement windows must match the appearance of the windows as originally installed in the buildings. See Windows Appendix for visual design.
2. Windows must have:
  - a. The same measurements as the original windows;
  - b. White frames;
  - c. A six (6) window pane grid in the upper window;
  - d. A single pane in the lower window;
  - e. Screens only on the lower window;
  - f. Clear glass panes in all windows;
  - g. The lower window frame inside the condominium interior; and,
  - h. The upper window frame flush with the exterior of the condominium building.
3. Replacement windows may, however, be:
  - a. Single hung, that is, only one window may move up or down in a track of the window frame; or,
  - b. Double hung, that is, both windows may move up or in the tracks of the window frame.

4. **Balcony Door Windows.** Replacement balcony door windows must match the appearance of the windows as originally installed in the buildings.
5. Balcony door windows must have:
  - a. The same measurements as the original balcony windows;
  - b. White frames; and,
  - c. A fifteen (15) window pane grid in each door with five rows of panels and three panels in each row.
6. **Windows Generally.**
  - a. The side of window treatments, such as drapes, blinds, and shades, visible from outside of the buildings must be white.
  - b. Unit Owners shall regularly inspect and clean their windows, and shall repair cracked or broken glass, torn screens, and worn or missing caulking.

### **III. CONDOMINIUM UNIT DOORS.**

1. Replacement doors must match the exterior appearance of the condominium doors originally installed in the buildings. See Doors Appendix for visual design.
2. Doors must:
  - a. Have the same measurements as the original doors;
  - b. Present the original six panel pattern;
  - c. Be fire rated in accordance with applicable law, that is, a fire-resistant metal door specially constructed to:
    - i. Slow or prevent the spread of fire and smoke; and,
    - ii. Must have a minimum 20-minute fire protection rating.
  - d. Be self-closing and self-latching;
  - e. Display the condominium unit number printed and centered in a black typeface on a one-inch high by three-inch wide (1" x 3") gold plate with a round head screw installed on each side of the plate; and
  - f. Be painted the same color as the door to be replaced.

### **IV. CONDOMINIUM UNIT DOOR HANDLES AND LOCKS**

1. Replacement condominium unit door handles must comply with the following. See Doors Appendix for visual designs.

- a. Replacement door handles may be doorknobs, levers, or electronic/keyless locks.
- b. Door handles and levers must be gold colored including the round cover plate immediately behind the knob or handle.
- c. Electronic and keyless locks must be trimmed with a gold frame.
- d. The mechanical dead bolts and door handles are separately installed; that is, an electronic dead bolt must be installed separately from the door handle.

**V. DOORBELLS**

1. Owners may replace the condominium unit front door knocker and peephole with a video doorbell. Video doorbells must comply with the following. See Doors Appendix for visual design.
  - a. The camera portion must be installed through the existing peephole.
  - b. The entire video camera assembly may cover the portion of the door where the knocker and peephole were located.
  - c. After installing the video camera, owners must paint any resulting exposed areas where the knocker and peephole were.
  - d. The camera must not be directed at another private residence.
2. The Association will not, on behalf of other owners/residents, request any video records that owners choose to record through video doorbells.
3. The Maryland Criminal Law Code § 3-901 through 3-903 and Maryland Wiretapping and Electronic Surveillance Act (MD Code, Courts and Judicial Proceedings, § 10-402) regulate the use of video cameras and recording devices in private residences/places and in conversations. Owners are strongly encouraged to familiarize themselves with these two statutes before installing a recording device in/on their Unit.
4. Doorbell push buttons may be installed on unit doors or door frames in white or gold; See Doors Appendix for visual design.

**VI. MISCELLANEOUS.**

1. The Board does not endorse any brand of windows, doors, and door hardware or installation contractor. Owners are free to select the manufacturer and contractor to perform any window or door maintenance, repairs, or replacement. However, contractors must be properly licensed, as applicable.
2. Owners are responsible for cleaning any debris from the common elements caused by any window or door maintenance performed to their respective Units.



3. Owners must pay for any damage to the common elements, such as hallway walls, unit window frames, the building's exterior façade, or unit front door frames, caused by any maintenance, repairs, or replacement work performed in their respective Units.
4. This Resolution was adopted by the Board of Directors of the Council of Unit Owners of King Farm Condominium, Inc., this 22nd day of November, 2021, and is effective immediately.
5. This Resolution was adopted in compliance with Section 11-111 of the Maryland Condominium Act.

**COUNCIL OF UNIT OWNERS OF KING FARM CONDOMINIUM, INC.**

*Prody F. Train*  
Secretary  
11/22/2021

*Susan Selley* 11/22/2021  
President

**Windows Appendix to Policy Resolution 21-01**

**Permissible window design**



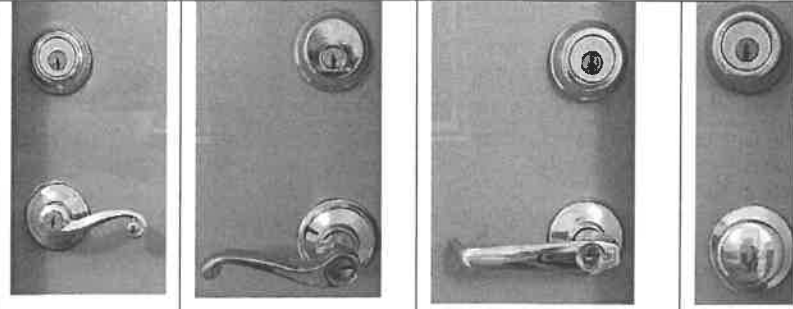
**The Board does not endorse any brand of windows and door hardware or installation contractor.**

**Doors Appendix to Policy Resolution 21-01**

**Permitted condominium unit complete front door style**



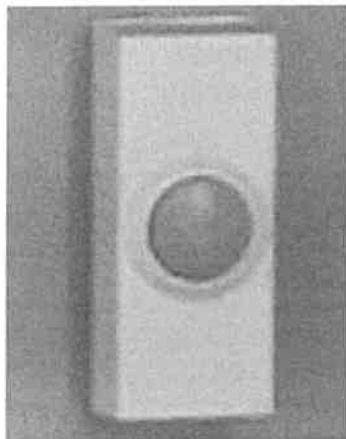
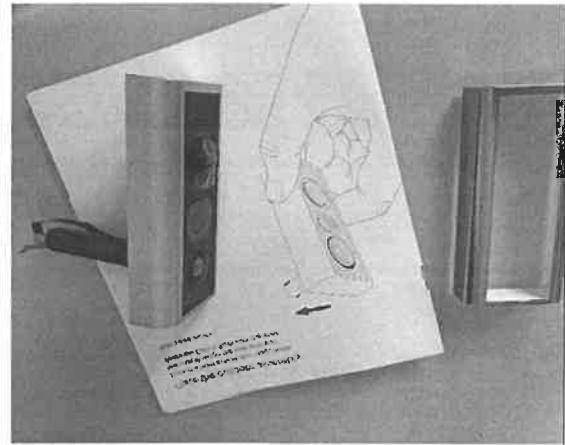
**Permitted mechanical dead bolt and door handle styles**



**Sample electronic deadbolt**



**Sample video doorbell**



**The Board does not endorse any brand of windows and door hardware or installation contractor.**

**COUNCIL OF UNIT OWNERS OF KING FARM CONDOMINIUM, INC.**

**RESOLUTION ACTION RECORD**

**RESOLUTION 21-01**

Duly adopted at a meeting of the Board of Directors held:

November 22, 2021

Motion by: Jack Dorris

Seconded by: Rodger Pitcairn

VOTE:	YES	NO	ABSTAIN	ABSENT
<u>Susan Sellers</u> President	<u>✓</u>	<u>    </u>	<u>    </u>	<u>    </u>
<u>Anjali Wahi</u> Vice President	<u>✓</u>	<u>    </u>	<u>    </u>	<u>    </u>
<u>Jack Dorris</u> Treasurer	<u>✓</u>	<u>    </u>	<u>    </u>	<u>    </u>
<u>Rodger Pitcairn</u> Secretary	<u>✓</u>	<u>    </u>	<u>    </u>	<u>    </u>
<u>    </u> Director	<u>    </u>	<u>    </u>	<u>    </u>	<u>    </u>

ATTEST:  
Rodger Pitcairn  
Secretary

11/22/2021  
Date

Resolution effective date: November 22, 2021.

**KING FARM CONDOMINIUM, INC.  
EXTERIOR ALTERATION REQUEST  
APPLICATION**

**For Completion by Unit Owner:**

Name \_\_\_\_\_ Date \_\_\_\_\_

Email \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_

Type of Alteration(s):     Door Hardware     Window(s)     Door(s)     Other: \_\_\_\_\_

Estimated Start Date \_\_\_\_\_ *You must submit request at least 30 days prior to start date.*

Estimated Completion Date \_\_\_\_\_ *You must complete alteration within 6 months of start date.*

**RESPONSIBILITY OF HOMEOWNER**

Compliance with county codes, ordinances, regulations, laws and/or judicial rulings, as well as securement of required permits and inspections, are the responsibility of the homeowner and not the Wexford HOA.

**DETAILED DESCRIPTION OF REQUESTED ALTERATION**

Below or on an attached sheet, describe or show by photo, picture, or diagram the requested alteration.

---

---

---

---

---

---

---

**SUBMIT** applications by **EMAIL** to [aramirez@abarisrealty.com](mailto:aramirez@abarisrealty.com) or **MAIL** to King Farm Condominium, Inc., C/O Abaris Realty, 7811 Montrose Road, Suite 110, Potomac, MD 20854 or **FAX** to 301-468-0983. You will receive a response via Abaris Realty once the Board has reviewed the Exterior Alteration Request.

\*\*\*\*\*

**For Completion by Board of Directors:**

Received \_\_\_\_\_     Approved     Approved with stipulations     Disapproved

Signature of Committee Member \_\_\_\_\_ Date \_\_\_\_\_



# **KING FARM CONDOMINIUM COUNCIL OF UNIT OWNERS**

## **POLICY RESOLUTION NO. 21-02**

### **Parking Regulations**

**WHEREAS**, Section 2.4.10(a) of the Bylaws of the Council of Unit Owners of King Farm Condominium, Inc., (“the Council”) states that the Board of Directors shall have all the powers and duties necessary for the administration of the affairs of the Council and may do all such acts and things as are not required to be exercised by the members;

**WHEREAS**, Section 2.4.10(b) of the Bylaws further states that the Board shall have the power from time to time to adopt, amend, and enforce any rules and regulations as the Board deems appropriate;

**WHEREAS**, Section 6.5(v) of the Bylaws provides that the common elements shall be used in compliance with the Rules and Regulations as adopted and amended by the Board; and

**WHEREAS**, Section 6.5 of the Declaration of the Condominium provides that the unit owners rights to use the common elements are subject to reasonable rules, regulations, and restrictions as may be imposed by the Board.

**NOW, THEREFORE, BE IT RESOLVED THAT** the Board of Directors hereby adopts the following revised parking regulations, which apply only to the Condominium’s common element parking spaces (not the public streets adjacent to the Condominium):

- I. General Parking Rules; Permits (which include parking Decals and Hang Tags).**
  1. Unless otherwise authorized by the Board of Directors, the parking lot may not be used for any purpose other than the parking of vehicles.
  2. Parking is on a “first-come, first-served” basis for King Farm Condominium residents and their guests.
  3. Residents may register up to two vehicles and will receive up to two parking decals/permits.
  4. Residents will receive two additional guest permits for temporary use by guests/visitors.
  5. Vehicles with parking decals/permits are authorized to park in any parking space, other than handicap spaces.
  6. Handicap spaces can only be used by vehicles displaying the necessary government issued permits/tags. Unauthorized vehicles parking in such spaces are subject to immediate towing by the Council and may be ticketed/fined/towed by the local authorities.

7. Owners and residents may lease or transfer parking permits to other residents with the approval of the Board; however, no such leases/transfers will be approved for non-residents. The improper sale or transfer of a parking permit will result in the immediate revocation of the parking permit and vehicles displaying the revoked permit will be subject to towing at the vehicle owner's expense.
8. Parking permits cannot be altered or duplicated. Vehicles found with altered or duplicated tags are subject to immediate towing at the vehicle owner's sole risk and expense.
9. All vehicles parked in the common element parking spaces must display the proper parking permit.
10. Resident and Visitor hang tags must be visible, hung on the rearview mirror, facing towards the front of the vehicle. If left on the dashboard or the front seat, the hang tag will be deemed not visible, and the vehicle will be subject to towing.
11. Replacement parking permits/tags can be obtained through the Council's Management Agent at a cost of \$100 per permit.

## **II. Vehicle Restrictions and Parking Rules.**

1. Residents may not park vehicles in such a manner that any portion of the vehicle extends beyond the parking space, in any manner which impedes the normal flow of traffic or prevents ingress and egress of any other vehicle to adjacent parking spaces or the open roadway.
2. Vehicles may not be parked in any area designated for pedestrian or emergency access.
3. Vehicles may not park on any unpaved or unmarked area of the Condominium.
4. All vehicles must be in operational condition and display applicable inspection stickers and license plates. Inoperative or hazardous vehicles are subject to towing. This includes any malfunction of an essential part required for the legal operation of the vehicle or any vehicle which is partially or totally disassembled as a result of the removal of tires, wheels, engine, or other essential parts required for legal operation of a vehicle.
5. Recreational vehicles are prohibited by the Association's Bylaws, which, for the purpose of enforcement of this restriction, shall include motor homes, self-contained campers, mobile homes, boats, all-terrain vehicles, dune buggies, trailers, boat trailers, pop-up campers/tent trailers, any trailer or semitrailer used for transporting personal water crafts, or all-terrain vehicles, whether or not such trailer or semitrailer is attached to another vehicle, and any other type of vehicle primarily designed for recreational use, as opposed to conventional passenger use.
6. Mobile storage units (PODS) are not permitted to be stored in the parking spaces.



7. Except as expressly authorized by the Bylaws, commercial vehicles and oversized vehicles are prohibited by the Association's Bylaws, which, for the purpose of enforcement of this restriction, shall include vehicles with more than two axles or a height that exceeds 78", any vehicle which does not fit entirely in a single parking space, vehicles utilized primarily for business, to transport/carry equipment, material, vehicles that display signage promoting a business or service regardless of the size or appearance of the vehicle, and trucks that are equipped with rigs, ladders, work racks, etc.
8. Commercial vehicles are permitted on the property temporarily during deliveries or services provided to residents.
9. Abandoned vehicles left unmoved in a parking space for more than six (6) weeks are subject to towing unless the owner provides written notice to the Board in advance that he or she will be away and unable to move the vehicle for a period greater than six (6) weeks.
10. Vehicle repairs may not be performed in the common element parking spaces. Minor vehicle maintenance such as adding (but NOT changing) oil, water or antifreeze will be permitted but at no time can ramps/lifts be utilized.
11. Vehicles leaking fluids are not permitted to park in the common element parking spaces.
12. A vehicle owner must not permit the vehicle's security system/alarm to ring/sound for more than fifteen (15) minutes.
13. Vehicles must be operated in a safe and prudent manner, must yield to pedestrians, and travel at an appropriate/posted speed.

### **III. Enforcement.**

1. Any infraction of the parking regulations may result in towing of the violating vehicle in accordance with Chapter 30C of the Montgomery County Code and applicable law.
2. All towing will be at the risk and expense of the vehicle owner.
3. Any infraction of the parking regulations may also result in monetary sanctions in accordance with the Council's enforcement policy and Section 11-113 of the Maryland Condominium Act.
4. The Council reserves the right to exercise all other powers and remedies provided by the Council's condominium instruments or applicable law. Nothing contained herein shall preclude the Board of Directors from seeking injunctive relief or any other remedy available to it in a court of equity.

### **IV. Miscellaneous.**

1. Owners must ensure that their family members/household, residents, tenants, visitors, and/or contractors comply with these rules and regulations.
2. All vehicle owners operating a vehicle or parking on the Condominium property, do so at their own risk, and agree to indemnify and hold harmless the Council and its directors, officers, committee members, employees, and agents against any claims arising out of such use or the towing of their vehicle.
3. The Council assumes no responsibility for the provision of any security service to protect vehicles (and/or their contents) while parked in the parking areas, and it disclaims responsibility for any damage to or theft of any vehicle parked or operated on Council property.
4. This Resolution replaces and supersedes all previous parking policies.
5. The Board reserves the right to amend this Resolution as it deems appropriate.
6. This Resolution was adopted pursuant to Section 11-111 of the Maryland Condominium Act.
7. This Resolution is effective as of January 24, 2022.

Council of Unit Owners of  
King Farm Condominium, Inc.

Susan Sellers, President

**KING FARM CONDOMINIUM COUNCIL OF UNIT OWNERS**

**ACTION RECORD FOR POLICY RESOLUTION NO. 21-02**

This Resolution was approved and adopted by the Board of Directors of King Farm Condominium, Inc., this 24<sup>th</sup> day of January, 2022.

Motion by: \_\_\_\_\_ Seconded by: \_\_\_\_\_

**VOTE:**

<b>OFFICER/DIRECTOR:</b>	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
<u>Susan Sellers</u>	✓	_____	_____	_____
<u>Anjali Wahi</u>	✓	_____	_____	_____
<u>Rodger Pitcairn</u>	✓	_____	_____	_____
<u>Jack Dorris</u>	✓	_____	_____	_____
_____	_____	_____	_____	_____

**ATTEST:**

*Rodger Pitcairn*  
Secretary

January 24, 2022  
Date

## DELIVERY RECORD

I hereby certify that a copy of the foregoing Resolution No. 21-02 was delivered to all unit owners of King Farm Condominium, Inc., on this 24<sup>th</sup> day of January, 2022.



---

Alena Marie Proctor, CMCA, AMS





**Abaris Realty, Inc.**

12009 Nebel Street, Rockville, MD 20852

301-468-8919 • Fax: 301-468-0983

Web Site: [www.abarisrealty.com](http://www.abarisrealty.com)



January 14, 2013

Re: Proper Communication Protocol

Dear Unit Owners:

As you are aware, your Board of Directors has been elected to serve the King Farm Condominium Association which requires them to volunteer an enormous amount of time for the benefit of all residents. Their efforts have resulted in a Community that is beautifully maintained and financially sound, resulting in an improved value for all owners.

In this effort, the Board of Directors, as a body, often has to make decisions that are for the good of the many, the Community, at the potential unhappiness of a select few. Unfortunately, a disapproving resident may feel that it is appropriate to confront an individual Board Member directly in the Community or at their residence to voice their conflict with a Board decision. Unfortunately, recent events require us to state the following:

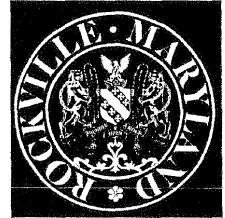
**We understand that not all decisions will be embraced by all owners/residents and, to that extent, owners are welcomed to communicate their concerns with the Management Company, in person, by phone and/or email. Also, there is the opportunity to come to an Open Board Meeting and raise your concerns to the entire Board. What is not permitted is to confront Board Members individually or directly outside of the Open Board Meetings. To the extent this directive is not followed the Association will avail itself of any and all legal remedies available to restrict inappropriate confrontation of Board Members in the future.**

Given the appreciation we all have for the Board Members volunteered time, I am sure full cooperation and adherence to the above requirement will be embraced by the Community. Thank you in advance for your support in this matter.

Thank you!







## **FIRE LAWS OF THE CITY OF ROCKVILLE REQUIREMENTS FOR APARTMENT BUILDINGS AND APARTMENT-STYLE RESIDENTIAL BUILDINGS**

The following are several of the minimum requirements to safeguard life, property and public welfare. Requirements are from NFPA 1, Fire Code, 2012 Edition as adopted by the City of Rockville, unless otherwise noted.

### **Charcoal and gas cooking equipment**

For other than one- and two-family dwellings, no hibachi, gas-fired grill, charcoal grill or other similar devices used for cooking, heating, or any other purpose shall be used or kindled on any balcony, under any overhanging portion, or within 15 ft (4.6 m) of any vertical portion of a structure. [10.11.6]

Barbecuing or charcoal grilling on a balcony or patio, or within fifteen feet of an apartment building is not permitted.

### **Storage of fuel powered equipment**

Fueled equipment, including but not limited to motorcycles, mopeds, lawn-care equipment, and portable cooking equipment, shall not be stored, operated, or repaired within a building except where the building is protected or has been constructed for such use. [10.19.7]

Motor vehicles of any type, whether operable or not, cannot be stored in an apartment building or on a balcony of an apartment building. Propane gas bottles cannot be stored or used in an apartment or on a patio or balcony of an apartment.

### **Self-closing doors**

Blocking or wedging of doors in the open position shall be prohibited. [12.4.6.18.3]



Blocking open laundry, storage, apartment, or trash room doors in an apartment building is not permitted.

### **Storage in stairwells**

Combustible material shall not be stored in stairwell. All stairwell storage shall be in accordance with the applicable occupancy code and any and all standards referenced therein. [10.19.4]

Storage of any item in an exit pathway is unlawful; bicycles, strollers, trash, furniture, etc. See also "Impediments to Egress" below.

### **Failure to evacuate**

No person shall fail to leave a building when notified to do so when directed by the AHJ or the Incident Commander as a result of a known or perceived emergency. [10.5.1]

It is illegal to remain inside a building or structure if the fire alarm activates, or if an order to evacuate the building is given by a City of Rockville Fire Marshal or the Montgomery County Department of Fire and Rescue Services.

### **Impediments to Egress**

Means of egress shall be continuously maintained free of all obstructions or impediments to full instant use of in the case of fire or other emergency. [NFPA 101-7.1.10.1]

No furnishings, decorations, or other objects shall obstruct exits or access thereto, egress there from, or visibility thereof. [NFPA101-7.1.10.2]

All exit paths (means of egress) must be kept clear of storage, decorations, or other objects so that they can be used freely in the event of a fire or other emergency requiring the evacuation of the building.

*Failure to comply with any of the above shall constitute a municipal infraction and/or misdemeanor and be punishable by a fine or imprisonment, for each offense, and each day's violations shall constitute a separate violation and a separate offense, as provided by law.*

## Use of Fire Pits, Fire Bowls and Chimineas

The use of fire pits, fire bowls, chimineas, and other similar appliances has become popular in our community. The City of Rockville would like to share with you the criteria for their use.

- 1) You must have permission of the landowner.
- 2) There must be one person at least 18 years of age to assume responsibility for the use of these appliances.
- 3) A permit from the City of Rockville Inspection Services Division (ISD) or the Montgomery County Department of Environmental Protection is not required.
- 4) Use in accordance to the manufacturer's guidelines. Once you purchase this appliance, keep these guidelines in a safe place for future reference.
- 5) The use of fire pits, fire bowls, chimineas, and similar portable devices must be at least 30 feet away from any non-single family building or structure, and should be at least 15 feet away from any townhouse, duplex or detached home. Keep a clear area (clear meaning free of anything that can burn) of at least 10 feet in diameter around the appliance. Please remember that mulch can burn so keep your appliance at least 10 feet away from mulch as well.
- 6) Do not use or store fire pits, fire bowls, chimineas, or similar devices on a balcony or deck.
- 7) Burn only aged dried wood. The burning of any type of construction material or trash is prohibited.
- 8) Do not use any type of flammable or combustible liquid at any time.
- 9) Have a garden hose connected to a constant water source available close by.
- 10) Smoke is not allowed to cross property lines. Be mindful of the wind speed prior to starting this type of fire.
- 11) Do not use on Code Orange or Code Red Air Quality days.
- 12) Dispose of all ashes in a safe manner. After 24 hours has passed, all left over hot ashes must be thoroughly dampened, cooled and stored in a metal can that is used solely for ash storage. Ashes that are 2 or 3 days old may appear to be safe, but can still retain enough heat to cause an unwanted fire. Do not discard hot ashes in a compost pile, paper bag cardboard box or anything that is combustible. Also, be careful in handling partially burned wood. The wood may still be smoldering and cause a serious burn.

Please keep in mind, that if the Fire Department or the ISD is contacted and determines your situation to be a fire hazard, the Fire Department or ISD can require you to extinguish your fire.

If additional questions arise, please email the City of Rockville Fire Marshal's Office at [RockvilleFireMarshal@rockvillemd.gov](mailto:RockvilleFireMarshal@rockvillemd.gov).