NOW, THEREFORE, in consideration of the above recitals, each of which is made a part hereof, and other good and valuable consideration paid, the receipt and sufficiency of which is hereby acknowledged, the Declarant does hereby grant, declare, covenant and agree as follows:

1. The Declarant does hereby grant for the benefit of Sections One and Two for their perpetual, non-exclusive common use and benefit, rights-of-way and easements for the purpose of using the Common Facilities in accordance with rules and regulations to be established by the owners of Section One. Subject to the rights of contribution from the owners of Section Two as provided for herein, the responsibility for operating and maintaining said Common Facilities, including, but not limited to, cleaning, repairing, resurfacing, insuring, as well as establishing reserves for replacement of the Common Facilities and the the payment of wages and salaries of personnel shall be carried out by the owners of Section One, the cost of which shall be paid for by the owners of Section Two paying the Section Two Pro-rata Share (as hereinafter defined) and the owners of Section One paying the balance of such costs.

As used in this Agreement, the term "Section Two Pro-rata Share" shall mean the amount of the total operating, maintenance and repair costs (as they may accrue from time to time referred to in this Paragraph 1 times a fraction, the denominator of which shall be the total number of occupied dwelling units (specifically excluding units devoted for purposes of rental offices, sales offices, models or those occupied by a resident manager) located within both Sections One and Two, and the numerator of which shall be the number of the aforesaid units in Section Two. The computation of the Section Two Pro-rata Share shall be made in accordance with the above formula at each time a contribution is required from the Section Two Owner.

2. If the owners of Section One as the party charged with the duty and obligation of maintaining and operating any of the Common Facilities shall fail to operate and maintain any portion of said Common Facilities, or perform any other obligation hereunder, the owners of Section Two shall have the absolute right (following the receipt by the owners of Section One of a written notice of such failure and the lapse of a period of five (5) days in which the owners of Section One shall be entitled to perform, or with respect to such obligation that cannot be completely performed within such time to commence the performance, of any such required obligation), and is hereby granted the right, to operate and maintain said portion of the Common Facilities, and for that purpose such party, as aforesaid, shall have, and is hereby granted, the right to enter into any such portion of the Common Facilities and any other part of Section One as may be necessary or required for the operation, maintenance, repair and replacement of said portion of the Common Facilities in accordance with this Agreement but the defaulting party shall nevertheless remain obligated and liable for the payment for any costs accruing hereunder and/or any of the Common Facilities. The five (5)-day grace period provided for in this Paragraph 5 shall not apply to bona fide emergencies.

3. The owners of Section One shall have the right to prepare a Proposed Budget covering each Annual Period (as hereinafter defined) for the costs of repair, maintenance, and replacement of the Common Facilities, as such costs are defined herein. The owners of Section One may submit the Proposed Budget in advance of the commencement of each Annual Period to the owners of Section Two. The owners of Section One shall further have the right to require the owners of Section Two to contribute hereunder to make equal monthly payments toward such costs of repair, maintenance

and upkeep for the Common Facilities and such other charges as may be assessed against Section Two under this Agreement. Such monthly contributions shall be on the basis of the Proposed Budget for the current Annual Period, Section Two's share shall be determined under the methods as set forth herein. Each equal monthly payment shall be paid in advance on the first day of each month of each Annual Period. The equal monthly payments shall be calculated so that the total of all such payments shall equal the total costs set forth in the Proposed Budget for the applicable Annual Period. Promptly after the termination of each Annual Period, the owners of Section One shall send the owners of Section Two a Statement of Account showing in reasonable detail the actual costs of repair, maintenance, replacement and other applicable charges for the Common Facilities and the owners of Section Two shall immediately pay its share of any balance due for such costs, and if there has been a surplus of payments toward such costs, such surplus shall be credited toward the monthly payments for the next Annual Period in the order in which they become due. As used herein, the term "Annual Period" shall mean each full calendar year following the date on which either Section One or Section Two is converted to a condominium regime. The owners of Section One may change the Annual Period to another twelve (12)-month period.

During any Annual Period, the owners of Section One may make special assessments applicable only to the then current Annual Period to pay for emergency repairs, unforeseen replacements or for any other cost of repair, maintenance, replacement, upkeep or other allowable charges relating to the Common Facilities and for which the owners of Section One deem the current monthly installments or available reserves to be insufficient.

Neither the owners of Section One nor the owners of Section Two may exempt themselves from paying contributions hereunder by waiving use or enjoyment of the Common Facilities. The omission of the owners of Section One before the commencement of any Annual Period to prepare a Proposed Budget for such Annual Period shall not be deemed a waiver or modification in any respect of the provisions of this Agreement or a release of any owner from the obligation to make contributions hereunder or pay any installments thereof for that or any subsequent Annual Period, but the Proposed Budget and monthly payments fixed for the preceding Annual Period shall continue until a new Proposed Budget is prepared. The Annual Budget may include a proper amount for replacement reserves and other contingencies.

Any regular or special contribution or assessment, or installment thereof, levied pursuant to this Agreement which is not paid on the date when due shall be delinquent and shall, together with interest thereon at the rate hereinafter stated and the costs of collection thereof, as hereinafter provided, thereupon become a continuing lien upon the Section of the delinquent owners and shall bind such delinquent owners, their heirs, devisees, personal representatives and assigns. The personal obligation of the delinquent owners to pay such assessment shall, however, remain their personal obligation for the statutory limit and a suit to recover a money judgment for non-payment may be maintained without foreclosing or waiving the lien herein created to secure the same. Any assessment levied pursuant to this Agreement, or any installment thereof, which is not paid within ten (10) days after it is due, may, upon determination of the non-delinquent owners, bear interest at a rate of twelve percent (12%) per annum, and upon any such failure to pay within said ten (10)-day period, the non-delinquent owners may accelerate payment of all unpaid future assessments for the applicable Annual Period(s) and may bring an action at law against the delinquent

owners personally obligated to pay the same and/or foreclose the lien against the Section of the delinquent owners in the manner now or hereafter provided for the foreclosure of mortgages, deeds of trust or other liens on real property in the State of Maryland, and subject to the same requirements, both substantive and procedural, or as may otherwise from time to time be provided by law, in either of which events interest, costs and reasonable attorneys' fees shall be added to the amount of each overdue assessment.

Any lien created or provided in this Paragraph 3 shall be fully subordinate to any first mortgage or deed of trust covering any portion of the real estate which is affected by such lien and any purchaser at any foreclosure or trustee's sale (as well as any grantee by deed in lieu of foreclosure or trustee's sale) under any such first mortgage or first deed of trust shall take title free from any such existing lien, but otherwise subject to the provisions hereof.

The owners of Section One will attempt to furnish the council of unit owners for any condominium project located with Section Two with the Proposed Budget in sufficient time to allow said council of unit owners to cause the annual budget for said condominium project to be prepared in a timely manner.

Funds collected hereunder for replacement reserves shall be kept by the owners of Section One in a separate Federally insured savings account and shall be used only for replacements required in connection with the maintaining of the Common Facilities. The collecting owner shall not be liable for failure of any banks or other institutions in which the replacements reserves are deposited.

If any owner pays his pro-rata contribution to a council of unit owners of which he is a member as contemplated hereunder and the council does not pay the owners of Section One the amounts becoming due hereunder, such owner shall not be excused from the obligation to make his payments hereunder. The rights and remedies shall be cumulative and may be pursued separately or concurrently, and the pursuit of one right or remedy shall not be deemed a waiver of any other rights or remedies.

4. The owners of Section One shall have the right to establish from time to time written and published uniform and reasonable rules, regulations and conditions governing the use of the Common Facilities as may be appropriate for the health, comfort, convenience and safety of persons making use thereof.

5. The owners shall use the rights and easements declared and granted pursuant to this Agreement in a manner so as to not unreasonably interfere with the normal operation, use, enjoyment and development of Section One and/or Two.

6. This Agreement may be enforced by the owners; provided, however, that no suit, action or other proceeding to enforce or attempt to enforce the provisions hereof may be brought or notices with respect thereto sent by any tenant of any apartment units or other buildings located from time to time on any part of Sections One or Two (including invitees, guests and members of the families of any such tenants), nor shall the consent of any such tenants (or their invitees, guests or members of their families) be required for any amendment to or termination of this Agreement, or any provision thereof, whether in whole or in part; and provided further, however, that the unit owners of the condominium units in any condominium project located on Sections One

or Two shall not file any suits, institute any proceedings, send any notices, or take any actions to enforce or attempt to enforce the provisions of this Agreement except through the council of unit owners of which said unit owners are members.

Subject to the foregoing provisions limiting the parties entitled to seek enforcement of this Agreement, Declarant declares that in the event of a breach, or attempted or threatened breach, by any owner of any of the terms, covenants and conditions hereof, any one or all other non-defaulting parties shall be entitled forthwith to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequence of such breach. All costs and expenses of any such suit or proceedings shall be assessed against the defaulting owner and shall constitute a lien against the real estate owned by such defaulting owner until paid effective upon recording notice thereof in the Land Records in and for the County where the real estate is located, but any such lien shall be subordinate to any first mortgage or deed of trust covering any portion of said real estate and any purchaser at any foreclosure or trustee's sale (as well as any grantee by deed in lieu of foreclosure or trustee's sale) under any such first mortgage or first deed of trust shall take title free from any such existing lien, but otherwise subject to the provisions hereof. Any such lien may be foreclosed in the manner now or hereafter provided for the foreclosure of mortgages, deeds of trust or other liens on real property in the State of Maryland, and subject to the same requirements, both substantive and procedural, or as may otherwise from time to time be provided by law. The remedies of the owners specified herein shall be cumulative as to each and as to all others permitted at law or in equity.

7. The obligations of any party hereunder shall apply only with respect to the period during which such party is the owner of a fee simple interest in the portion of the Sections One or Two with respect to which such obligations apply. When such party ceases to own a fee simple interest therein, the obligations thereafter accruing shall be the obligations of its successor in ownership and interest.

Notwithstanding anything to the contrary provided in this Agreement, if any owner or any successor in interest of such owner shall be a mortgagee, or an individual, joint venture, tenancy in common, corporation, trust or partnership, general or limited, it is specifically understood and agreed that there shall be absolutely no personal liability on the part of such mortgagee or such individual or on the part of the members of such entity with respect to any of the terms, covenants and conditions of this Agreement, and that any party claiming hereunder shall look solely to the equity of such owner or such successor in interest in Section One or Two for the satisfaction of each and every remedy of any such claiming party in the event of any breach by such owner or by such successor in interest of any of the terms, covenants and conditions of this Agreement to be performed by them, such exculpation of personal liability to be absolute and without any exception whatsoever.

8. The reciprocal and other easements and covenants herein set out may require modification as a condition to obtaining interim or permanent financing for construction, development or ownership of Sections One or Two, or parts thereof. Accordingly, it is agreed that in the event such modification is deemed by the Declarant to be necessary or useful in the acquisition of such financing (whether such financing is the original financing or financing to replace or renew the original financing), then, at the written request of the Declarant, such written modification agreements shall be made from time to time as may be required for such purposes,

provided that such agreements shall not materially change the benefits and burdens created by this Agreement that affect the use and enjoyment of Sections One and/or Two. Declarant further reserves the right to waive in writing any exemptions, rights or privileges granted or reserved to the Declarant by this Agreement.

9. Modifications, waivers and consents respecting this Agreement shall only be binding if in writing and signed by the party against whom such modification, waiver or consent is sought to be enforced. With respect to any condominium project located within Sections One or Two, all unit owners in said condominium project shall be bound by such modifications, waivers and consents if same have been approved by the board of directors of the council of unit owners and executed by the appropriate officers of the council of unit owners.

10. All notices and other communications hereunder shall be in writing and be deemed duly given if personally delivered or mailed by certified mail, return receipt requested, postage prepaid, to the address such owner or party may have designated in writing.

11. The provisions of this Agreement are severable and the invalidity of one or more of the provisions shall not affect the validity or enforceability of any other provisions. This Agreement shall be governed by and construed and enforced according to the laws of the State of Maryland.

12. Notwithstanding the fact that some portions of Sections One and Two may now or hereafter be owned by the same entity, the rights and easements herein granted and the covenants hereby imposed upon Sections One and Two shall not be deemed to be extinguished by merger or otherwise and, except as may otherwise be specifically provided above, the same shall be perpetual and may not be extinguished unless by a declaration duly executed by all parties who, at the time thereof, own any interest in any portion of Section One and Two (as owner, lender or lienor), which declaration shall be recorded among the Land Records of Montgomery County, Maryland.

13. This Agreement shall constitute and be a covenant running with the land, but shall automatically cease and terminate upon the earlier of the demolition of the structures within Section One and Section Two, or the Common Facilities. In the event that a condominium regime is established on both Sections One and Two and the same are merged or expanded into a single condominium regime (whichever is applicable), then this Agreement and the easements contained herein shall also merge and cease to exist. Notwithstanding the foregoing provisions regarding termination, no such termination shall affect any owner's obligation to make contributions or reimbursements required hereunder that may have accrued prior to such termination.

14. This Agreement shall bind and inure to the benefit of the parties hereto, and their and each of their heirs, personal representatives, successors and assigns subject to the limitations set forth in Paragraph 6 hereof.

15. Subject to the limitations set forth in Paragraph 6 hereof, if all or any portion of Section Two shall be submitted to and established as a condominium regime as provided in the Act or any subsequent successor statute, then the easements and agreements contained herein shall be deemed to include and bind the council of unit owners and the unit owners of such condominium regime, and they shall all take title to

such portion of Sections One and/or Two subject to all the easements and agreements contained herein. All liability for the payment of costs and other obligations contained herein shall be assumed by such council of unit owners and collected by assessment from the Unit owners as a part of the common expenses of any such condominium regime.

IN WITNESS WHEREOF, North Creek Associates #1, Inc., and North Creek Associates #2, Inc., both General Partners of North Creek Associates, a Maryland general partnership, have caused this instrument to be duly executed by the undersigned officers as of the day and year first above written.

ATTEST:

NORTH CREEK ASSOCIATES,
a Maryland general partnership

By: NORTH CREEK ASSOCIATES #1, INC.,
a Maryland corporation,
Authorized General Partner

Melinda K. Nickols
(Assistant) Secretary
MELINDA K. NICKOLS
[CORPORATE SEAL]

By: _____
~~(Vice)~~ President
GARY H. NORDHEIMER

ATTEST:

By: NORTH CREEK ASSOCIATES #2, INC.,
a Maryland corporation,
Authorized General Partner

Melinda K. Nickols
(Assistant) Secretary
MELINDA K. NICKOLS
[CORPORATE SEAL]

By: _____
(Vice) President
STEPHEN C. WILCOX

* * *

STATE OF ~~MARYLAND~~ Virginia *
OF *
COUNTY OF ~~MONTGOMERY~~ ARLINGTON *

* to wit:

The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that Gary H Nordheimer, whose name as ~~(Vice)~~ President of North Creek Associates #1, Inc., General Partner of North Creek Associates, has signed

the foregoing and annexed instrument bearing date the 26 day of November, 1984, and has acknowledged the same before me in the County aforesaid.

GIVEN under my hand and official seal this 26th day of November, 1984.

Bernadette M. Dire
Notary Public
BERNADETTE M. DIRE
NOTARY PUBLIC STATE OF VIRGINIA
My Commission Expires December 21, 1987

My Commission Expires: 12/21/87

[NOTARIAL SEAL]

I HEREBY CERTIFY that the foregoing and annexed instrument was executed pursuant to and in strict conformity with a resolution of the Board of Directors of North Creek Associates #1, Inc., a Maryland corporation, General Partner of North Creek Associates, a Maryland general partnership, adopted at a duly called meeting of said Board of Directors and that a quorum was present at said meeting.

Lana C. Hirsch
Asst. , Secretary
LANA C. HIRSCH

* * *

STATE OF ~~MARYLAND~~ Virginia *
* to wit:
COUNTY OF ~~MONTGOMERY~~ *
Arlington

The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that Stephen C Wiley, whose name as (Vice) President of North Creek Associates #2, Inc., General Partner of North Creek Associates, has signed the foregoing and annexed instrument bearing date the 26 day of November, 1984, and has acknowledged the same before me in the County aforesaid.

GIVEN under my hand and official seal this 26th day of November, 1984.

Bernadette M. Dire
Notary Public

BERNADETTE M. DIRE
NOTARY PUBLIC STATE OF VIRGINIA
My Commission Expires December 21, 1987

My Commission Expires: 12/21/87

[NOTARIAL SEAL]

I HEREBY CERTIFY that the foregoing and annexed instrument was executed pursuant to and in strict conformity with a resolution of the Board of Directors of North Creek Associates #2, Inc., a Maryland corporation, General Partner of North Creek Associates, a Maryland general partnership, adopted at a duly called meeting of said Board of Directors and that a quorum was present at said meeting.

Lana C. Hirsch
LANA C. HIRSCH, Secretary.

Exhibit "B"

(Bylaws, Schedule of
Maintenance Responsibilities, and Rules)

SECTION III

CONDOMINIUM

HANDBOOK

North Creek Place Condominium

HANDBOOK

Prepared by: Board of Directors
North Creek Place Condominium Association
July 2001

NORTH CREEK PLACE CONDOMINIUM HANDBOOK

This Handbook is designed to be used as a reference guide to the By-Laws of the condominium, services and rules and regulations of North Creek Place Condominium Association. Please be aware that the By-Laws are the primary source of information on your rights and restrictions as an owner or resident of North Creek Place Condominium and are fully in effect. **This Handbook is not intended to replace the By-Laws of North Creek Place Condominium Association.** The Handbook may not contain all of the policy resolutions adopted by the Board of Directors and contained in the minutes of the Board meetings. The minutes of the Board of Directors meeting are available for review by the unit owners at the office of the managing agent.

Special Note on the Handbook: Much of the information contained in the Handbook can only be changed by amending the By-Laws through a vote of all owners. As amended, changes will be distributed and are to be inserted into this Handbook.

Legislative Changes: North Creek Place Condominium Association reserves the right to make changes/revisions to this handbook based upon current changes in Maryland and Montgomery County Law.

The rules contained within this Handbook were adopted under the provisions of the Maryland Condominium Act, Section 11-111, entitled Adoption of Rules.

Proposed: 05/16/01

Adopted: 8/22/01

NORTH CREEK PLACE CONDOMINIUM ASSOCIATION

TABLE OF CONTENTS

SECTION I GENERAL INFORMATION

Introduction ..... -1-
Defined Terms ..... -1-
Purpose ..... -2-
Enforcement ..... -2-
Fines ..... -3-
Reporting Violations of Condominium Rules ..... -3-
Rights of Access By The Association ..... -4-

SECTION II EXPLANATION OF SERVICES

Cable TV ..... -5-
Common Elements ..... -5-
Courtyard Lighting ..... -5-
Extermination Services ..... -5-
Forms ..... -5-
Individual Insurance ..... -5-
Individual Units/Owners ..... -6-
Laundry Facilities ..... -6-
Lawn Care and Leaf Removal ..... -6-
Mail Clusters ..... -6-
Management ..... -6-
Snow Removal/Recycling ..... -7-
Trash removal ..... -7-

SECTION III BOARD POLICIES

Architectural Control ..... -8-
Common and Limited Common Element Use ..... -8-
Condominium Assessment Collection ..... - 9-
Damage/Reimbursement Assessment Collection ..... -10-
Fining Policies ..... -10-
Illegal Activity Enforcement ..... -13-
Inflammable Materials ..... -14-
Member Responsibilities ..... -14-
Noise ..... -15-
Occupants in Units ..... -15-

Parking and Towing Enforcement ..... -15-
Common Area Parking ..... -16-
Handicapped Parking ..... -17-
Snow Emergency Parking ..... -17-
Towing ..... -17-
Posted Parking Restrictions ..... -17-
Unposted Parking Restrictions ..... -18-
Towing Procedures ..... -18-
Plumbing ..... -19-
Definitions ..... -19-
Rights of Access ..... -19-
Procedures ..... -20-
Investigating Plumbing Leak ..... -20-
Drain Back Up ..... -20-
Repairs ..... -21-
Board Hearing (plumbing) ..... -22-
Returned Check Policy ..... -21-
Rule Enforcement Procedures ..... -23-
Swimming Pool Policy ..... -23-
Tenant Leases and Rental Permits ..... -24-
Trash/Recycling ..... -25-
Trespassing on Common Areas ..... -25-
Unit Use (Individual) ..... -25-
Violations of Rules and Regulations ..... -26-

SECTION IV RULES AND REGULATIONS

Balconies, Patios and Windows ..... -27-
Buildings ..... -28-
Grounds ..... -28-
Heating and Air Conditioning ..... -28-
Noise ..... -29-
Parking ..... -30-
Pets ..... -30-
Swimming Pool ..... -31-
Trash/Recycle ..... -34-
Vehicle Maintenance ..... -34-
Washing Machines/Dryers ..... -35-

SECTION V FORMS AND ATTACHMENTS

Addendum A ..... -37-
Authority Regarding Rules & Regulations, Levy Fines and Revocation of Unit Owner Rights and Privileges

Addendum B ..... -41-
Fines & Sanctions

Addendum C ..... -45-
Unit Owner's Obligation to Maintain Their Unit

Addendum D ..... -51-
Architectural Control Application for Design Review

Addendum E ..... -57-
Installation of Satellite Antenna

Addendum F ..... -60-
Lease

Addendum G ..... -66-
Registration Form

Addendum H ..... -68-
Recycling

Addendum I ..... -71-
Parking

Addendum J ..... -75-
Insurance

NORTH CREEK PLACE CONDOMINIUM ASSOCIATION

SECTION I
GENERAL INFORMATION

Introduction

All unit owners of North Creek Place Condominiums (herein referred to as "North Creek Place") are members of the Council of Unit Owners which forms North Creek Place Condominium Association (referred to herein as the "Association".) As members of the Association, unit owners are responsible for the election of the Board of Directors. The Directors, then, are responsible for the election of the officers. The Board has a responsibility to abide by the By-Laws of North Creek Place to provide services, administer the collection of assessments and to enforce the rules and regulations. The By-Laws also set forth the powers and duties of the Board of Directors, which include collection of condominium fees and establishing the rules and regulations to be implemented for North Creek Place.

The Board generally meets once a month. The dates and times of these meetings will be announced in advance. Each meeting typically begins with an open session during which owners and residents may express concerns or speak on any issue of interest to the community.

Defined Terms*

Unit: A unit, as defined in the condominium documents, generally includes everything within the area of living space including the walls, ceiling and floors, and is individually owned and maintained. Mechanical equipment and appurtenances located outside the unit, but designed to serve the unit are considered as part of the unit. Windows and doors are individually owned, as elements of a unit; however, alteration of the appearance of the windows and doors is restricted because it affects the general physical appearance of the condominium.

Common Elements: A common element is generally defined as North Creek Place property that is owned on a percentage basis by owners and residents. All common elements exist outside of your unit and are maintained by the Association for the use of all owners and residents. Examples of common elements are grounds, parking areas, pool facilities, and supporting structure of building exterior walls.

---

* **Please refer to the By-Laws for more complete definitions.**

Limited Common Elements: Some common elements, by their nature, have certain restrictions on them and are referred to as limited common elements. Examples of limited common elements include parking spaces, storage bins, patios, porches and HVAC closets. While these areas are for your use, the ownership of them is shared among all the condominium owners.

Purpose

This edition of The Association's Rules and Regulations will become effective following an open meeting and approval by the Board of Directors.

Rules and Regulations published in this document were drafted and approved with the health, safety and property values of owners and tenants considered.

Each rule was adopted in accordance with the Maryland Condominium Act. In addition, they were adopted in accordance with the North Creek Place Condominium Association's By-Laws. These Rules and Regulations supplement but do not replace the By-Laws.

The fines, as stipulated in these Rules and Regulations, shall be applied to any breach of the Declaration, the Amendments thereto, the By-Laws and these Rules and Regulations.

Unit owners are responsible for the conduct of their tenants, guests and visitors to their unit. Unit owners may be fined or subject to other sanctions for violations of these Rules and Regulations, the By-Laws, Declaration, Montgomery County Codes, or state laws. Furthermore, all tenants are responsible for the conduct of their guests, occupants and visitors to. All adults, be it unit owner or tenant, are responsible for the conduct of their children. If the children of unit owners or tenants violate these Rules and Regulations, the By-Laws, or the Declaration, the fines and other sanctions available to the Board of Directors will be imposed on the adults. Adults must supervise their children at all times on the common and limited common areas and in the units at North Creek Place.

Enforcement

The Board of Directors has the necessary and legal power and authority to ensure compliance with, and to enforce the Association's Declaration, By-Laws and Rules and Regulations. The legal references to this authority are highlighted in Addendum A, enclosed.

The Property Manager is authorized to initiate legal action to enforce the Association's Declaration, By-Laws and Rules and Regulations.

The Property Manager shall report regularly to the Board of Directors any and all violations.

In the event any Rule or Regulation is found to be void, unenforceable or illegal, the rest of the Rules and Regulations shall still be in effect and enforced.

The By-Laws provide that the Board of Directors has the right to suspend the rights and privileges of all occupants of units for violation of the Declaration, By-Laws, and Rules and Regulations. If the Board of Directors determines that the Declaration, By-Laws or Rules and Regulations has been violated, it reserves the right to exercise the termination or suspension of rights, privileges or services as may be provided for in the By-Laws, whether or not a fine is imposed.

The unit owner shall be assessed any costs and expenses levied by the Board of Directors for a violation of the Declaration, By-Laws and Rules and Regulations; and to bring any unit, unit owner or tenant into compliance with Rules and Regulations.

Further, the unit owner shall be assessed any costs and expenses, including reasonable attorney's fees, incurred by the Association to enforce compliance with Rules and Regulations, and to collect costs, expenses or fees assessed by the Board of Directors. This assessment shall constitute a lien against the unit if unpaid within thirty (30) days after demand.

Fines

The Board of Directors may levy a fine for each occurrence of a violation of the Declaration, By-Laws, or Rules and Regulations. Refer to Section III for the complete fining procedures as well as Addendum B for the adopted rule.

Reporting Violations of Condominium Rules

Management shall keep a record of all reported violations of rules. Any resident may report an initial violation of condominium rules at any time, orally or in writing. Upon doing so, you must furnish your name, address and telephone number. All violations reported orally must be followed up in writing. Your name will not be used in initially notifying the offending party of their violation of the rules, but will be considered confidential by management. It is the responsibility of management to provide a written notice of violation. It is reasonable to assume that should an alleged violator be summoned to a condominium hearing, the violator would be able to meet and respond to those persons accusing him or her of the violation. Management and the agents of the Association are authorized to initiate the rules violation process.

Right of Access to Units by The Association

Right of Access to Units By the Association/Unit Owner Obligation to Reimburse Association for Costs Incurred to Maintain Units and for Damage to Common Elements.

The Maryland Condominium Act Section 11-125(e), entitled "Right of entry to make repairs," authorizes the council of unit owners or its designee to enter units to make repairs when the repairs appear reasonably necessary for public safety or to prevent damage to other portions of the Condominium. A similar right of entry is bestowed upon the condominium pursuant to Article V, Section 25 of the By-Laws.

The unit owner is responsible for, and promptly after demand, to reimburse the Association for the cost of maintaining, repairing or replacing any damage to the common elements or any portion of the unit required to be maintained, repaired or replaced by the Association which is caused by the unit owner.

SECTION II
EXPLANATION OF SERVICES

Cable TV

North Creek Place has Cable TV capability. If you are interested in obtaining this service, please contact the local cable carrier.

Condominium

- Provide gas and water - unit owner is responsible to maintain equipment and appurtenances that provide utilities to his/her unit only. The By-Laws authorize the Association to sub-meter the units for utilities at a later date.
- Provide pest control
- Provide tree maintenance, landscaping, leaf and snow removal
- Provide trash removal, recycling and laundry facilities
- Set policies on services for common elements
- Enforce rules and regulations and policies
- Build and maintain reserves
- Adopt budget

Courtyard Lighting

North Creek Place has courtyard, walkway and security pole lights. These lights operate from dusk to dawn. If you notice a lamp is out at night or on during daylight hours, contact the management agent.

Extermination Services

Extermination services are provided to the condominium common elements on a contract basis. Extermination services are provided to units upon request by the owner or tenant.

Forms

Association forms are included at the end of the Handbook and are also available through the management agent. Resale packages may be obtained from the management agent for a reasonable fee.

Individual Insurance

Individual unit owners are responsible for obtaining their own insurance coverage for their unit, improvements to the unit, personal possessions, lost rental income and other losses that may occur. In the event of a casualty loss the Condominium's insurance policy may only provide coverage to repair the unit as defined in the Declaration. Furthermore, unit owners may be responsible to cover any deductible. Personal contents are not covered by the Association Master Policy. In addition, we recommend the purchase of a rider policy which will cover the Association's deductible in the event of catastrophic damage which would require Association insurance involvement.

Individual Units/Owners

- Maintain equipment and appurtenances that provide utilities to his/her unit only. The By-Laws authorize the Association to sub-meter the units for utilities at a later date.
- Refer to Appendix C for maintenance responsibilities
- Obtain individual insurance coverage
- Administer and provide services for individual units

Laundry Facilities

Laundry facilities are provided, however the individual contractor who owns the equipment must be contacted for repair service. See laundry room equipment for contact instructions. Replacement of laundry room keys may be obtained from the management agent for a reasonable fee.

Lawn Care and Leaf Removal

The Association contracts with a landscaping company to perform these services.

Mail Clusters

Mail clusters are provided by the Post Office. Contact the Post Office for replacement keys and other related services.

Management

- Secure master insurance policy
- Collect assessments
- Communicate Board activities, provide notice of meetings
- Hold the annual meeting of the Council of Unit Owners
- Schedule annual audits
- Prepare budgets
- Provide resale documents to new owners

- Maintain buildings, parking areas, and common grounds
- Maintain plumbing, heating, electrical elements and any phone lines which are considered a common element
- Maintain pool facilities and equipment
- Provide replacement keys for limited common elements
- Provide access to licensed contractors for common areas

Snow Removal

The Association contracts to remove snow accumulated more than two inches from the parking lot and walkways.

Trash Removal/Recycling

Trash pick-ups are scheduled on a regular basis. Since there are no provisions for bulk pick-ups, the unit owners are responsible for immediate removal of any large items (*i.e.,* mattresses, furniture, etc.). Unit owners who leave bulk items in the trash receptacles or on common property, are subject to a fine. Trash left outside of the trash rooms will be investigated by Management or any other designated official and reported for proper action.

A recycling procedures is attached to this handbook as an addendum

SECTION III
BOARD POLICIES

Architectural Control

Architectural changes whether interior or exterior, on common property or in individual units must first be approved by the Board of Directors prior to any changes being made. A written application for the request of any change must be submitted to the Architectural Control Committee (ACC) for review. If approved, the ACC will forward the application to the Board of Directors with a recommendation for Board approval. If disapproved, the committee will return the application to the sender stating the reason for disapproval and will make recommendations where possible. Any unapproved applications may be requested to be considered by the Board of Directors, upon written request of the applicant. All tenants must have a co-signature of the unit owner on their applications.

All construction, electrical, plumbing, or structural, etc. must be performed by a properly licensed and insured contractor in the state of Maryland. A copy of a current license and insurance for each contractor used will need to be supplied to the Condominium before approval can be granted or work may commence.

Common Element and Limited Common Element Use

1. **Patios, Walkways, Steps, Hallways, Entrance Foyers.** Occupants must keep all entry areas, steps or walkways appurtenant to their units clean of debris. These areas are not to be used as storage areas. Nothing shall be shaken or thrown from the patio, steps or walkways. Entry areas, except the patios, shall not be used for play areas. The hanging or placing of laundry is not permitted. Patios may not be used for airing personal items (bedding, clothing, etc.). Should you not comply with this, and an accident occurs, each unit owner and/or resident causing the accident shall be held liable. It is unlawful to store any motor vehicles or any other gasoline-powered equipment on patios, in storage bins, in a unit, or any balcony attached thereto. The use of charcoal-burning, other fuel-burning or electric-cooking equipment on any balcony or patio is prohibited. In accordance with Montgomery County fire code, the use of such cooking equipment must be at least (20) feet from every part of the building,

including contiguous patios and balconies. Bundles, refuse or articles of any description shall not be left in or beneath the stairwells, rear stairs or hallways.

2. **Windows.** No articles shall be shaken from windows. No articles shall be hung or placed on the outside of windows. Sheets, blankets and the like shall not be used as window curtains except on a temporary basis (30 days maximum). Windows must be covered with blinds and/or lined curtains or draperies with a neutral backing. This rule provides for an attractive uniform appearance throughout the community. Venetian blinds must be in working order. Broken tapes, cords, crooked slats, etc., must be adjusted or repaired or the entire blind replaced by the owner.

Condominium Assessment Collection

1. A late fee of $15.00 will be charged on the 16th day of each month if payment has not been received at that time. The date of the receipt of payment is determined by the date it is received at the offices of the management agent.

2. A reminder/late fee notice is mailed by the management company after the 15th of each month. The management company is authorized to demand and collect all assessments and charges due to the Association.

3. A delinquency letter is sent when the account becomes 45 days past due, providing for 10 days to render payment in full. Note: See By-Laws, Article 5, Section 7 regarding accelerated payments. If payment is not received within 10 days the account is forwarded to the association's attorney and a notice of intent to record a lien is sent. If payment is not received in 30 days after the notice is received, a lien is filed. (A lien for unpaid assessments will be recorded on a unit for each fiscal operating year that a delinquency exists.)

4. If the delinquency is not resolved the Association may take all necessary actions to collect the debt.

5. The delinquent unit owner will be charged for all late fees, administration fees, and legal and attorney fees associated with the collection process.

6. If any unit owner fails to pay an installment when due the remaining annual assessment coming due within the fiscal year may be accelerated. The association may then record a lien on the entire accelerated balance.

7. Upon written request, Unit owners are entitled to request in writing a hearing before the Board of Directors after receiving letter from the Associations's attorney stating that the association intends to record a lien

against the unit for non payment of assessments or any other charges due the condominium. The hearing will be held at least fifteen (15) days prior to the date the condominium intends to record the lien. Furthermore, the condominium has a right to record a lien against the unit and/or to sue the unit owner in court for the assessment and charges.

Collection from Unit owners of Assessments for Damage to the Condominium

Unit owners are liable to reimburse the Association the cost of repair for damages caused by the unit owners negligence, or that of their family member, guests or tenant. Unit owners must also reimburse the Condominium for repairs authorized by the Board of Directors within the unit and limited common elements that the Board of Directors deems necessary to preserve the units, common elements and limited common elements.

The procedures established by the Board of Directors to collect these costs that are assessed against the unit owners are as follows:

1. A bill will be sent to the owner for the assessment amount due on the first of the month. The owner of each unit subject to such an assessment has fifteen (15) days from the first of the month to either:

   a. pay the amount in full;

   b. arrange a payment schedule acceptable to the Board; or

   c. request a Board hearing to contest the validity of any amount billed or responsibility charged.

2. Funds collected as assessments by the Condominium will be applied to the oldest outstanding balance due on the unit owners account.

3. **Board Hearings on Assessments Amount Due.** All owners who wish to schedule a Board hearing regarding payment may do so any time after they have received a bill. Owners who wish to schedule a Board hearing must do so *in writing*, stating clearly their reasons for a hearing regarding their bill. Board hearings will be held at the next regularly scheduled Board meeting after a written request is received or as soon thereafter as may be practical.

Fining Policies, Sanctions and Procedures

WHEREAS, Article III, Section 2 of the By-Laws defines the powers of the Board of Directors for the Association; and

WHEREAS, Article III, Section 2(i) of the By-Laws clearly authorizes the Board of Directors for the Association to promulgate and enforce such rules and regulations and such restrictions or requirements as may be deemed proper respecting the use, occupancy and maintenance of the condominium and the use of the general and limited common elements; and

WHEREAS Article III, Section 2 of the By-Laws grants the Board of Directors the power to levy reasonable fines for violations of the Maryland Condominium Act and the Condominium's By-Laws and Rules and Regulations; and

WHEREAS, there is a need to establish orderly procedures for the enforcement of the Rules and Regulations, and provisions of the By-Laws and Declaration; and

WHEREAS, the Maryland Annotated Code, Real Property Title, Section 11-1113 provides condominiums with procedures for the imposition of fines and sanctions on unit owners for the rules violations.

NOW, THEREFORE, BE IT RESOLVED THAT the Board of Directors, on behalf of the Council of Unit Owners, duly adopts the following policies and procedures pertaining to violations of Rules and Regulations, the By-Laws and Declaration:

1. Upon receiving notice of a violation of the Association's By-Laws, Declaration or adopted Rules and Regulations as such may be promulgated from time to time, the Board of Directors shall cause to be sent to the unit owner and/or occupant a written demand to cease and desist from the alleged violation. The notice will specify:

    a. the alleged violation;

    b. the action required to abate the violation;

    c. a time period, not less than ten (10) days, during which the violation may be abated without further sanctions, if the violation is a continuing one, or a statement that any further violation of the same rule may result in the imposition of a sanction after notice and hearing, if the violation is not continuing.

2. If after the ten (10) day demand letter is sent the unit owner fails to correct the violation or if the same rule is subsequently violated, the Board of Directors, will within twelve (12) months of the date of the demand letter, serve the unit owner with a written "Notice of Hearing" with regard to the violation(s). Service of the "Notice of Hearing" shall include personal service upon the unit owner and service by certified mail, return receipt requested. All personal service upon the unit owner and service by

certified mail, return receipt requested. All expenses incurred by the Association through these processes may be assessed to the offending unit owner. Said "Notice of Hearing" will provide the unit owner with the following information:

a. The nature of the alleged violation.

b. The time and place of the hearing which shall not be less than ten (10) days and not more than thirty (30) days from the date of the "Notice of Hearing."

c. Inform the unit owner of his/her right to attend the hearing and produce testimony, witnesses, and evidence on his/her behalf.

d. Inform the unit owner of the proposed sanction to be imposed if it is found that a violation(s) does exist and the unit owner fails to correct said violation(s).

3. The hearing shall be held in Executive Session and shall afford the unit owner a reasonable opportunity to be heard, to present evidence and testimony and to cross-examine any witnesses brought by the Board of Directors. Following the hearing, the Board of Directors will discuss and made a decision as to action to be taken. Any decision, and any sanction imposed, shall be included in the minutes of the meeting. Decisions by the Board of Directors will be made on a case-by-case basis.

4. Proof of notice to the unit owner, including the date and manner served, shall be entered in the minutes of the meeting. The notice requirement shall be deemed satisfied if the unit owner appears at the hearing.

5. If the unit owner either (1) fails to appear after proper service and a decision is rendered against him/her at the hearing and the violation is not corrected within fifteen (15) days of the hearing, OR (2) if the unit owner appears and the Board of Directors renders a decision against the unit owner after a hearing on the merits, and the unit owner fails to correct said violations within fifteen (15) days after the hearing, or as soon thereafter as may be practical the Board of Directors will notify the unit owner, by first class mail, of his/her right to bring the dispute to the Montgomery County Commission on Common Ownership Communities.

6. Refer to Appendix B for the adopted Schedule of Fines and Sanctions.

7. All payments received from the unit owner will be applied to the oldest delinquent balance, whether the balance is composed of fines or monthly assessments.

If the unit owner fails to pay the fines levied against him/her within ten (10) days of their issuance, the Association reserves the right to secure the amounts owed from the unit owner in the form of a lien. Any lien filed by the Association will be filed in accordance with the Maryland Contract Lien Act.

8. If any unit owner fails to comply with these procedures, the Declaration, the By-Laws, the published Rules and Regulations as such may be promulgated from time to time or a decision rendered by the Board of Directors after a hearing in accordance with these procedures, the unit owner may be sued for damages caused by the unit owner's failure to comply, for injunctive relief, or for both, by the Board of Directors, on behalf of the Association or any other unit owner. The Association is entitled to an award of reasonable counsel fees as determined by the Court.

Illegal Activity Enforcement

The Board of Directors has determined that the use of controlled dangerous substances as defined in Article 27, Section 279 of the Maryland Criminal Code in the common areas, limited common areas or in units, constitutes a noxious and offensive activity and an annoyance to the neighborhood and other owners. The violation of the By-Laws by any unit owner, guest, invitees or any group of persons to possess, administer, store or conceal a controlled dangerous substance or controlled paraphernalia as defined in Article 27, Section 287(d) of the Maryland Criminal Code violates Article X, Section 2(d) of the By-Laws. Controlled dangerous substances include, but are not limited to cocaine, marijuana and heroin. Controlled dangerous paraphernalia includes, but is not limited to all equipment, products and materials of any kind which are used, intended for use, or designed for use, in planting, propagating, cultivating, growing, harvesting, manufacturing, compounding, converting, producing, processing, preparing, testing, analyzing, packaging, repackaging, storing, containing, concealing, injecting, ingesting, inhaling, of otherwise introducing into the human body a controlled dangerous substance. Upon written request, the North Creek Place Condominium will provide copies of the above-cited sections of the Maryland Criminal Codes to any unit owner or tenant.

First offense	$1,000 fine
Second and all subsequent offenses	$1,000 fine per offense

In addition to the fines to be imposed, the Board of Directors reserves the right to seek any other remedy provided in law or in equity, including to bring an action to abate a nuisance pursuant to Maryland Real Property Article, Section 14-120, and to seek termination of membership and the Occupancy Agreement. The

Board of Directors will refer complaints of violations of the Maryland illegal drug laws to the Montgomery County Police and other appropriate authorities. The parents of minors involved in use, possession, or distribution of controlled dangerous substances or controlled dangerous paraphernalia, will be referred to the appropriate juvenile authorities.

The Board of Directors may make a determination that this rule and regulation has been violated based upon the observation of neighbors, management staff, maintenance personal and security personnel of conduct and activity consistent with illegal drug use and related drug offenses. In addition, the Board of Directors may consider the reputation of a unit as a place where persons assemble for violating the controlled dangerous substance laws of the State of Maryland to determine that the By-Laws have been violated.

Inflammable Material

Each resident shall not keep on the premises inflammables, such as gasoline, kerosene, naphtha and benzine, or explosives or any other articles of an intrinsically dangerous nature. The resident shall not use any type of grill on the premises.

Member Responsibilities: General

In addition to the member responsibilities provided for in these Rules and Regulations, every member shall maintain their dwelling unit in a clean and sanitary manner. The members are obligated specifically to do the following:

1. Complete a unit owner information sheet. Register all tenants and residents using this form. Failure to do so will result in the loss of privileges. Owners are responsible for updating the registration information promptly.

2. Maintain in a clean and sanitary condition, that part of the dwelling, dwelling unit and premises thereof which the member occupies and controls.

3. Dispose of all his rubbish in a clean and sanitary manner by properly placing it in rubbish containers as required by applicable County law.

4. Dispose of all garbage and any other organic waste which might be food for rodents, in a clean and sanitary manner, by placing it in garbage disposal facilities or garbage storage containers as may be available at North Creek Place Condominium and in accordance with applicable County law.

5. Hang all screens (unless the Condominium has agreed to provide this service).

6. Maintain all plumbing fixtures located within the dwelling unit in a clean and sanitary condition. Each member shall be responsible for exercising reasonable care and the property's operation thereof.

7. Properly maintain any and all equipment provided within the units, and shall not do anything to abuse or damage said equipment. Unit owner shall regularly check and must immediately report any defect of any smoke detector to the Management Office in writing.

8. Report emergencies or the need for common area maintenance promptly.

9. Unit owners are responsible for the behavior of their tenants, residents and guests.

10. Unit owners are responsible for informing their tenants and residents in writing of all Rules, Regulations, Policies and Association Bylaws.

Noise Policy

Each member is entitled to quiet enjoyment of his property; therefore, no other resident shall make or permit unreasonable noise in his unit to extend beyond the walls, floors or ceilings of the unit which will disturb or annoy occupants of other units in North Creek Place Condominium. Members are responsible for their occupants, children, guests and visitors. Any Montgomery County noise ordinances that are applicable to multi-family dwelling units are incorporated by reference herein and any violation thereof shall constitute a violation of these rules and regulations. No animal maintained in a unit shall cause a noise disturbance or cause noise which exceeds any limits for residential areas provided for in the Montgomery County Code or in any written regulation as provided for by the Montgomery County Executive.

Occupants in Units

The number of occupants per unit shall be consistent with County Codes and State regulations.

Parking and Towing Enforcement

WHEREAS, Article III, Section 2 of the By-Laws defines the powers of the Board of Directors for the Association; and

WHEREAS, Article III, Section 2(l) of the By-Laws clearly authorizes the Board of Directors of the Association to enact and enforce such rules and regulations and such restrictions or requirements as may be deemed proper respecting the use and operation of the condominium, including the general and limited common elements; and

WHEREAS, there is a need to establish orderly procedures for the enforcement of the Rules and Regulations, and provisions of the By-Laws and Declaration; and

WHEREAS, the Maryland Annotated Code, Real Property Article Title, Maryland Condominium Act, Section 11-111 establishes a procedure for the enactment of rules and regulations and Section 11-113 provides condominiums with procedures for the imposition of sanctions on unit owners for rules violations; and

WHEREAS, Article III, Section 2(k) of the By-Laws authorizes the Board of Directors to control the common elements, including, but not limited to designating parking spaces therein for use by unit owners and/or their guests; and

WHEREAS, Article V, Section 14(m) provides that no commercial vehicles, trucks (over two tons) trailers, recreational vehicles, house trailers, boats or the like shall be kept upon the common elements without approval of the Board of Directors;

NOW, THEREFORE, BE IT RESOLVED THAT the Board of Directors, on behalf of the Council of Unit Owners, duly adopts the following policies and procedures:

REFER TO ADDENDUM I FOR PARKING PROCEDURES ADOPTED JANUARY 2004

1. Common Area Parking Lot

Only approved vehicles may be parked on the common element parking spaces. An approved vehicle is defined as any conventional passenger vehicle, personal van, motorcycle, or pickup truck of *less than one ton gross* capacity. The Board shall have, subject to the Association By-Laws, authority to designate by resolution individual vehicles not fitting this definition as approved vehicles.

No vehicle shall be parked in such a way as to occupy more than one parking space or so as to obstruct any other parking space, any walkway, any driveway, or any other portion of the common elements.

All vehicles parked on the common elements *must* display current and valid license plates.

Article V, Section 14(l) of the By-Laws states, "No junk vehicle or other vehicle on which current registration plates are not displayed, shall be kept upon any of the common elements, nor shall the repair or extraordinary maintenance of automobiles or other vehicles be carried out on any of the common elements or within any portion of the condominium."

No signs, numbers, or other marks or symbols shall be displayed on the parking areas except for those approved or required by the Association or required by any government authority.

Parking spaces shall not be used for storage or for any purpose other than the parking of vehicles in accordance with these rules.

2. Handicapped Parking

Handicapped residents will be entitled to receive their reserved space in as close proximity to their units as practical as determined by the Board of Directors.

Members are responsible to notify their tenants or prospective purchasers of units that the Board of Directors in the future can modify or terminate this regulation and revert back to a policy of non exclusive use of the parking areas by residents and their guests.

The Board of Directors may in its discretion modify the hours that management will approve the towing of unauthorized vehicles parked in spaces designated for members.

3. Snow Emergency Parking

The Board reserves the right to assign marked areas for the removal, pushing, and plowing of snow. During snow emergencies, designated snow emergency areas may not be used for parking.

4. Towing

a. Posted Parking Restrictions

Vehicles parked in violation of the Rules and Regulations that are clearly identified by a permanently posted sign, visible to the vehicle, may be immediately towed.

b. **Unposted Parking Restrictions**

Vehicles parked in violation of the Rules and Regulations, where the parking restrictions are not identified by a permanently posted sign, shall be subject to ticketing. Ticketed vehicles will be towed not less than forty-eight hours after the sticker has been attached.

Vehicles parked in fire lanes or handicap spaces are subject to immediate towing.

Vehicles parked so as to obstruct an entrance or exit, pedestrian walkway, or any building, or the free movement of other vehicles are subject to immediate towing.

Vehicles parked on green space are subject to immediate towing.

Stored, inoperable or vehicles without valid tags are subject to immediate towing.

c. **Towing Procedures**

When a vehicle is towed from the property pursuant to these rules, the police will be notified of the removal of the vehicle.

The designated towing contractor for North Creek Place may patrol the parking lot at random times during day and night (24 hours per day, seven days per week) and will tow vehicles that are in violation of the parking rules and regulations. Police may be contacted after hours for safety parking violations. Other after hour violations may be reported to the management office the following business day. Anyone wishing to report a violation should contact the managing agent.

If a parking violation is discovered by a unit owner during normal business hours, Monday through Friday, the management agent should be notified. The management agent *will not* respond to towing violation calls through the emergency phone message system.

The management agent and authorized individuals are authorized to initiate towing. At no time will the towing contractor respond to calls from unauthorized individuals.

If your vehicle is towed, contact the towing contractor.

Plumbing

1. Definitions

Plumbing fixtures, including all pipes and appliances, that are located inside the walls, ceiling and floor of a unit *are owned by and are the responsibility of the individual unit owners.* Please note that all pipes and plumbing fixture within the interior walls of a unit, such as the bathtub fixtures (located in the wall between the hall closet and the bathtub) are also the owner's responsibility. See By-Laws, Article 5, Section 13.

All plumbing fixtures designed to serve two or more units that are located within the walls between units, underneath the floor, or above the ceiling are common elements and are the responsibility of the Association.

Furthermore, unless otherwise designated on the condominium plat as a common element, pipes located outside a unit and designed to serve only that unit are considered part of the unit. These pipes are the responsibility of the unit owner to repair, maintain and replace.

A drain back-up occurs when waste-water comes **up** into unit owned fixtures.

2. Right of Access To Units By The Association/Unit Owner Obligation To Reimburse Association For Costs Incurred To Maintain Units And For Damage To Common Elements.

Each unit owner is required to provide the management company with a key to the unit. The Association has the right to access units and perform repairs and replace defective plumbing fixtures. These costs may then be charged back to the unit owners.

The Maryland Condominium Act Section 11-125 (e), entitled "Right of entry to make repairs," authorizes the council of unit owners or its designee to enter units to make repairs when the repairs appear reasonably necessary for public safety or to prevent damage to other

portions of the Condominium. A similar right of entry is bestowed upon the condominium pursuant to Article V, Section 25 of the By-Laws.

The unit owner is responsible for, and shall promptly after demand, reimburse the Association for the cost of maintaining, repairing or replacing any damage to the common elements on any portion of the unit required to be maintained, repaired or replaced by the Association which is caused by the negligence of the unit owner or the unit owner's guests, family members, invites and tenants.

3. Procedures

a. for Investigating Plumbing Leaks

If water is leaking into your unit, immediately contact the unit from where the leak originated. If the unit is unoccupied, contact the management company. (Please note this procedure is intended for *emergency* situations such as overflows or broken plumbing.)

If the unit is occupied, request that the owner check the unit owned elements. The management company should be contacted if the source of the leak is not readily apparent.

If the unit is rented and the owner cannot be reached because the tenant is not available, then contact the management company.

When the plumber arrives, a determination will be made as to whether the leak is caused by plumbing owned by the unit owner or owned by the Association.

All plumbing and locksmith costs, together with any other costs connected with the incident, will be charged to the unit owner responsible for the plumbing leaks.

b. for Drain Back-Up

* Definition: Drain back-up is generally waste water from another toilet, sink or tub.

Immediately notify *all* building residents to cease using water supply. Next, immediately contact the management company.

Note: Repair for blockages in unit owned lines will be billed back to the unit owner.

c. **for Repairs**

The Association is responsible for the plumbing and damage repair resulting from a leak from a common element as defined in Article 5, Section 13, of the By-Laws.

Unit owners are responsible for providing access to their units for plumbing and damage repairs.

A unit owner responsible for plumbing repairs associated with a leak is also responsible for repairs due to the resulting water damage, if any.

The cost of repairing any additional damage caused by the failure of a unit owner to promptly report water leaks and to actively cooperate in resolving the situation will be charged to that unit owner.

If a unit owner is responsible for damage caused to another unit and does not make repairs in 30 days, the Association may make both the plumbing and water leak damage repairs. The unit owner responsible for the repairs will be charged for the total cost.

Should an owner request reimbursement from the Association for plumbing repairs, the unit owner must forward to the Board:

- a written request for reimbursement for costs;
- a copy of the plumbing bill; and
- a written explanation by the plumber indicating the location and cause of the back-up.

At the next regularly scheduled Board meeting, after receiving a written request for reimbursement, the Board will make a determination as to whether to pay the bill, or refer it back to the unit owner.

Note: The Association will reimburse only if the servicing plumber is licensed in the State of Maryland.

d. **for Board Hearings (Plumbing)**

Any unit owner charged with the costs of plumbing or water damage repairs can request a Board hearing. The unit owner must write a letter and supply appropriate documentation from vendors involved in their appeal. A hearing will be held at the next regularly scheduled Board meeting following the receipt of the request.

Returned Check Policy

A check returned by the bank for insufficient funds and returned unpaid to the management company will be returned to the payor by the management company with a request for replacement or payment by certified check, money order, cash, etc. as determined by the Management Company based upon the past history of the maker.

North Creek Place charges $25.00 for each returned check.

Rule Enforcement Procedures

Any member, resident or person employed by the Managing Agent, may file a Complaint with the Board of Directors, that a member and/or resident of the North Creek Place Condominium is in violation of the Association's Governing Documents, Rules and Regulations or public laws applicable to residential condominiums. The Governing Documents include the Condominium's Declaration and By-Laws.

The Managing Agent or Board of Directors shall attempt, if possible, to reconcile any dispute that may arise between members, the management agent and/or the Board of Directors. The Board of Directors may establish a Rules Hearing Committee. The purpose of the Rules Hearing Committee will be to attempt to mediate disputes that may occur between members arising out of conduct of members or residents of the North Creek Place Condominium. The Board of Directors may also direct the Committee to perform a specific investigation of the facts on a given case.

The Board of Directors, pursuant to Article 5, Section 18 of the By-Laws, may also designate an Architectural Control Committee. The purpose of an Architectural Control Committee will be to assist the Board of Directors in developing architectural standards for external improvements, changes or alterations to the units, and to enforce these standards. The Board of Directors shall establish the procedures under which the Architectural Control Committee shall operate. Disputes arising out of alterations, changes, additions or improvements made by unit owners may be referred to the Architectural Committee.

All Notices to be sent by the Board of Directors concerning Rules violations shall conform to the requirements of the Maryland Condominium Act, Section 11-113. Pursuant to this Act, the Board of Directors may not impose a fine, suspend voting rights or infringe upon the rights of a unit owner or occupant for violation of Rules until after a Hearing and may present evidence and cross-examine witnesses. Respondents shall also have the right to be represented by an attorney. The Board of Directors, in its discretion, may allow a Respondent to have a non-attorney assist in the presentation of their case.

Notices may be either hand delivered to a unit, or sent by both regular and certified mail, return receipt requested. In the event the violation involves the conduct of a tenant, Notices shall be sent to both the tenant and to the non-resident owner. Notice to non-resident owners shall be mailed to the address as stated in the books and records of the Condominium.

A copy of these procedures for Rules Enforcement shall be provided to the member and/or tenant allegedly in violation of the Association's Governing Documents, Rules and Regulations, or applicable public law, at least ten (10) days prior to the scheduled hearing before the Board of Directors.

Swimming Pool Policy

In the interest of ensuring pleasurable swimming for all and to insure maximum safety and better pool management, the following policy has been adopted by the North Creek Place Condominium Board of Directors.

1. All members or guests using the pool or pool area do so at their own risk and sole responsibility, and will be held responsible for all actions of their children and guests. North Creek Place Condominium assumes no responsibility for any accident or injury in connection with the use of the pool and will not be responsible for any loss or damage of personal property of any kind. Persons using the pool area agree not to hold the community liable for any acts of a natural disaster which might occur in the pool area (such as lightning, etc.).

2. In the event the lifeguards believe that there are conditions in the pool area that constitute a danger and that they cannot ensure the safety of the residents using the pool, the lifeguards are given the authority to close the pool. These conditions may include, but not be limited to the weather, physical defects in the pool area, or violent-prone or inappropriate conduct of the persons using the pool, which the lifeguards cannot control, or any other reason in their discretion.

3. Pool passes and guest passes are to be obtained from North Creek Place's management agent. No pool or guest passes will be issued at the pool. Guest passes: Each household will be issued one guest pass. Additional guest passes may be purchased at a price which will be designated by the Board of Directors on an annual basis. Pool and guest passes will be surrendered to the lifeguard or gate attendant upon entering the pool area.

4. If lost, pool passes will be replaced at a charge which will be designated annually.

5. Owners or renters of a unit agree to hold harmless the Council of Unit Owners and/or management from any and all liabilities and action of whatever nature by any unit owner or guests of the owner or tenant arising from the use of the swimming pool or swimming pool area.

6. Lessees and Owners will be held responsible for all actions of their guest(s).

7. The cost of any property damage will be charged to the responsible party.

8. If any unit owner or resident of North Creek Place believes that his or her suspension of use of the pool facilities is improper, the only remedy is to file a complaint, in writing, with the Board of Directors. The Board will review actions taken by the lifeguard or property manager to suspend or limit persons from using the pool area.

9. Individuals between the ages of 12 and 14 will be admitted to the pool alone only when all of the following conditions are met: (1) parents or legal guardians agree in writing to allow the child to come unaccompanied, and (2) the child has demonstrated the ability to swim the width of the pool in good form at the discretion of pool management.

The rules may be changed or amended at any time at the sole discretion of North Creek Place.

Tenant Leases and Rental Permits

All owners and/or tenants must provide the Association with a copy of all current tenant leases and rental permits. Leases must stipulate the obligation of the tenant to abide by the By-Laws and Rules and Regulations. It is the obligation of the unit owner to provide a copy of the North Creek Place governing document, which include the rules and regulations, to the tenant. It is

also the unit owner's responsibility to register all tenants with the management company using the Association's Registration Form.

Under Montgomery County law leases must expressly state that any obligation of the owner that affects the use and occupancy of the unit or any common area associated with the unit is enforceable against the tenant. Before a tenant accepts a lease for an initial term of 125 days or longer the owner of the dwelling unit must give the tenant a copy of the Association's Rules and Regulations, Declarations and By-Laws that bind the owner and affect the use and occupancy of the unit or any common area. Both landlord and tenant are required to acknowledge receipt by tenant of these documents.

Article V, Section 14 (g) of the By-Laws prohibits (1) the renting of units to transient tenants, (2) using the unit for hotel purposes and (3) the renting of a unit for a lease term of less than thirty (30) days. Unit owners are required to offer prospective tenants a written lease. Leases shall provide that the terms of the lease shall be subject to the provisions of the Maryland Condominium Act, the Association's Declaration and By-Laws. Any failure of the lessee to comply with the terms of such provisions shall be in default under the lease, which default may be remedied by the Unit owner in accordance with the lease and by the Counsel of Unit Owners. All leases are required to be in writing and list the names of the occupants of the unit. A copy of the executed lease shall be provided to the Association. The Board of Directors has adopted a lease addendum to be signed by unit owners who rent units and by their tenants. The lease addendum is attached as Addendum F.

The owner is required to provide the Management Company with proof of rental insurance.

Trash and Recycling

Each resident agrees to comply with all applicable recycling laws.

All refuse shall be placed in plastic bags, sealed and deposited with care in trash room containers located in the basement of every building. Littering on North Creek Place Condominium property will not be tolerated. Unit owners are responsible for the immediate removal of bulk trash items. **Bulk trash may not be left in trash rooms or on common elements at any time.**

Residents shall not burn any trash of any kind anywhere in the Condominium's property and/or in the units.

Improperly packaged trash, or trash left outside of the trash rooms will be investigated by Management or other designated official and reported for proper action.

Trespassing - Common Areas

Any members, guests, or occupants who are in a common area during a time and/or circumstances which is prohibited by these Rules and Regulations may be considered a trespasser. The Board of Directors, in its discretion, may post signs limiting the time and use of common areas. Any person violating the limitations as stated herein may be considered a trespasser by the Condominium, and subject to prosecution.

Unit Use (Individual)

a. Appliances - Except for like replacements or original major appliances, (refrigerator, dishwasher, stove/oven, disposal) major appliances such as washers, dryers, portable dishwashers and other portable appliances, or any appliance or equipment with a syphoning mechanism is strictly prohibited. The installation of any approved appliances or equipment requires installation by a contractor properly licensed and insured in the state of Maryland.

b. Waterbeds, freezers, heavy furniture, etc. - Due to structural concerns, unless specifically approved by the Board of Directors, waterbeds, freezers, professional storage book/record cases, and the like, are prohibited.

c. Business Use - Individual units may not be used to operate as businesses except as allowed by Article V, Section 14 of the Bylaws.

d. Structural Changes/Repairs - All in unit changes and major repairs or renovations must be approved by the Board of Directors and performed by contractors properly licensed and insured in the state of Maryland.

e. See Article V, Section 14 of the Bylaws entitled Restriction on Use of Units for more information on individual use.

Violations of Rules and Regulations

If you have a violation problem with a neighbor and can't resolve it yourself, please address your concern in writing to the Board of Directors. Mail all correspondence to the management company.

SECTION IV
RULES AND REGULATIONS

These Rules and Regulations are to supplement and not modify the Condominium Declaration and By-Laws. Unit owners are responsible to perform all of their obligations under these documents. Residents should especially review Article V, Section 14 of the By-Laws entitled Restrictions on Use of Units.

Balconies, Patios and Windows

1. Balconies are not to be used as storage areas.

2. Chairs and small tables are allowed on the balconies and patios.

3. Potted plants and flowerpots are allowed on the inside of patios and balconies. Bird feeders are not allowed.

4. In accordance with Montgomery County law, grills must be placed at a minimum of 20' from any building.

5. Use of any grill on patios or balconies is prohibited.

7. Grills must be used 30 feet or more away from the buildings and on green space during the warmer months.

8. Trash is not allowed to be stored on the patios, balconies, or hallways at any time.

9. HVAC closets are not to be used for storage and doors are not to be left ajar.

10. Seasonal decorations are not to be left up more than two weeks after the holiday.

11. No signs of any type shall be displayed except up to one (1) temporary real estate sign to be placed in the bedroom window to advertise a property for sale or rent.

12. Windows and doors may not be altered from the original design or type without approval from ACC and/or the Board of Directors. The only exception to this rule is for the rear doors. Please refer to Addendum D for guideline on replacement of back door.

14. Neutral backings must be maintained on window dressings.

Buildings

1. No changes may be made to the outside appearance of the buildings.

2. Air conditioners or any objects are not allowed to be placed in the windows.

3. **See Article 5, Section 17 of the By-Laws for further architectural restrictions and prohibited alterations and changes.**

Grounds

1. The lawn is available for general use. Regular pedestrian traffic patterns should be restricted to the sidewalks to avoid damage to the grass.

2. No open alcohol containers are allowed on the grounds, unless this rule is waived for a specific event sponsored by the Association.

3. Vehicles are not allowed to ever drive on the grass.

4. Children under the age of eight are not allowed to wander the grounds without adequate supervision.

5. Parents or legal guardians are financially responsible for any damage their children may do to North Creek Place's grounds, plants or property.

6. Commercial shopping carts are not allowed to be left on the property.

7. Ornamental horticultural materials may be planted within 2 feet of dwelling. No agricultural crops may be planted on common grounds. No decorative fence/enclosures may be placed on common ground or balconies.

8. Unit owners may not interfere with landscaping services.

Heating and Air Conditioning

The maintenance and repair of the heating and air conditioning equipment is the responsibility of the unit owner. On a yearly basis, each unit must be checked by a licensed heating and air conditioning or plumbing contractor. The condensation line is to be cleaned and evidence of such inspection and cleaning

is to be forwarded to the Management Office. If the unit owner fails to have this inspection completed, he/she can be held responsible for damages caused by a clogged condensation line.

Noise

1. Sound carries both inside and outside the units at North Creek Place. Excessive noise is not allowed.

2. All units must have wall to wall or area carpets covering over 80% of their floors.

3. Between 11:00 p.m. and 7:00 a.m., please be particularly considerate about noise, not only in your unit but also on the grounds and the parking lot.

4. Washers, dryers, dishwashers, and vacuum cleaners are not to be operated between 11:00 p.m. and 7:00 a.m.

5. The playing of musical instruments inside individual units is only allowed between 8:00 a.m. and 8:00 p.m.

6 Hand-held or portable radios, tape and disc players are allowed to be played on the Common Elements only if headphones are used. Vehicle radios may be played if the noise level is contained within the vehicle.

7. Members, their tenants, occupants, guests and/or visitors SHALL NOT specifically do the following within the common areas of the Condominium;

    a. Place any radio or television antenna, loudspeaker or similar devices on the roof or exterior of any buildings;

    b. Sound a horn or other signaling device on any motor vehicle except as an emergency or danger warning signal;

    c. Operate any radio, television, music-making machine, sound amplified, high-fidelity equipment, musical instrument, drum or similar device, which produces, reproduces or amplifies sound, or for attracting the attention of the public;

    d. Create unreasonable or excessive noise in the common areas or create a sound that exceeds any time of day limits provided for in

Montgomery County, or which may be established by the Montgomery County Executive Committee by a written regulation;

e. Use any media, such as loudspeakers, stereo equipment, radio or television broadcasts or place any of them in a manner to be heard or seen in the community outside the member units; and

f. Use of any power equipment in the common areas of North Creek Place Condominium, except as authorized by the Board of Directors.

Parking

1. Double parking is not allowed.

2. No parking is allowed in non-striped areas.

3. No car repairs or extraordinary maintenance of any kind is allowed in the parking lot, except for maintenance work specified under the Vehicle Maintenance Section.

4. One ton or over trucks or vans are not allowed in the parking lot or private roads on a continual basis. Commercial trucks, vans and moving trucks are allowed only for "48 hours."

5. Boats, trailers, mobile homes and similar recreational vehicles are prohibited from parking lots and private roads at all times.

6. No motorcycles may be parked on patio, balconies, front entrance ways or on the grounds.

7. All cars parked in the parking lot must have current license tags.

8. No vehicle shall be parked in such a way as to occupy more than one parking space or so as to obstruct any other parking space, any walkway, any driveway, or any other portion of the common elements.

9. Car washing is not allowed.

Pets

Unusual house pets shall include, without limitation, those animals not generally maintained as pets including any reptiles, anthropoids, felines other than domesticated cats, canines other than domesticated dogs, rodents, mammals, birds, and other creatures other than those listed under ordinary house pets, or not maintained in a terrarium or aquarium. Unusual house pets are prohibited.

1. The total number of dogs and cats is not to exceed one.

2. Dogs and cats cannot be kept for the purpose of breeding.

3. Only 30 pounds at maturity is allowed.

4. All pets must be kept on a leash at all times.

5. Pets must be under their owner's control at all times.

6. Pet owners should walk their pets in designated areas and use the canister provided for the disposal of pet waste. Pets are not to be walked in the pool area, in front of buildings or on patios.

7. Pet owners are responsible for cleaning up after their pets and the proper disposal of pet waste in the appropriate manner.

8. Pet owners are responsible for any damage their pets might cause.

9. Animals may be left on balconies and patios only when accompanied by a responsible party.

10. Visiting animals are under the same restrictions as animals that live here on a permanent basis.

11. Owners, tenants, and guests must be in compliance with these rules and regulations.

12. Every female animal, while in heat, shall be kept confined within the unit by its owner in such a manner that she will not be in contact with another animal nor create a nuisance by attracting other animals.

Swimming Pool

The following Rules and Regulations are for the protection of all. Failure to comply with these rules shall be considered sufficient cause for any action deemed necessary by management, including exclusion from the pool.

1. All members must show a current pool pass to gain admission to the pool area. Passes are not transferable. Pool passes will not be issued to owners with delinquent accounts over 30 days or owners/tenants in violation of Association rules. Only registered owners/tenants will be issued pool passes. The pool staff may confiscate all pool passes from any members

cited for a major rule violation or assessment delinquency. Confiscated passes will be returned by North Creek Place after all fees have been paid and all violations are corrected.

2. If lost, pool passes will be replaced at a nominal fee. This fee will be determined at the beginning of every pool season.

3. All guests must be accompanied by a pool member of at least 14 years of age of the unit indicated on the guest passes.

4. Certified lifeguards will be on duty during all hours of operation. The lifeguards have the authority to enforce all rules and regulations in order to provide and maintain a safe and healthy environment. Any person violating pool rules can be ejected from the pool for up to one week for each violation or for the remainder of the season for three violations.

5. Children under 12 years of age must be accompanied by an adult when visiting the pool. For the purposes of these regulations, an adult is someone 16 years of age or older. Individuals between the ages of 12 and 14 may be unaccompanied if written permission from parent or guardian is provided to the Association and swimming abilities are approved by pool management.

6. Diaper-aged babies are prohibited in the main pool and must wear a swimsuit and rubber pants in the wading pool. Disposable diapers are prohibited.

7. Children using the wading pool are the responsibility of the parent(s), not the lifeguards, and must be accompanied by an adult. Children over 5 years of age are not permitted in the wading pool.

8. Rest periods will be announced each hour by the pool staff. During this period, all individuals under the age of 16 must be completely out of the main pool. The rest period will be the last 15 minutes of each hour.

9. The pool may be closed at the discretion of the pool management in the case of thunder, lightning, rain or operational breakdown.

10. Alcoholic beverages are prohibited in the pool area. Persons under the influence of alcohol or drugs will not be permitted in the pool area at the discretion of the pool management.

11. Water wings, rafts, inner tubes, swim fins, swim masks, snorkels, balls or other play equipment are prohibited from use in the main pool. Goggles

may be worn. Please note: Goggles are a device that covers the eyes only. Federally approved safety devices such as a life jacket may also be worn by children when accompanied by an adult.

12. Only cassette players, radios, etc. with earphones may be used in the pool area so as not to disturb other members at the pool.

13. Pets are not allowed in the pool area.

14. Only authorized personnel are permitted in the pool office and filter equipment rooms, on the guard stands or behind the gate desk.

15. Abusive language and/or behavior is prohibited.

16. Unauthorized persons found inside the pool enclosure while the pool is closed will lose their privileges for the remainder of the season and risk prosecution for trespassing.

17. Before entering the pool, all members must take a cleansing show using soap and water.

18. Spitting, spouting water, blowing the nose and similar unhygienic actions are prohibited in the pool.

19. Chewing gum is not allowed.

20. Swimmers must wear appropriate bathing attire. No-cut-offs, dungarees, etc., as determined by the pool management.

21. All long hair is to be restrained or under a bathing cap while swimming.

22. Street footwear and clothing must be removed upon entering the concrete apron surrounding the pool.

23. No boisterous or rough play is permitted inside the perimeters of the bathhouse and fenced areas.

24. No running in the shower rooms or pool deck area.

25. Glass containers are prohibited from the pool area.

26. Food and tobacco are to be consumed only on the lower deck. Waste from the consumption of food or beverages must be deposited in the containers

provided. Cigarettes must be extinguished and disposed of properly -- not on the pool deck.

27. Baby carriages and strollers will be permitted in the wading pool deck area and grassy areas. No other wheeled vehicles with the exception of wheelchairs or other handicapped vehicles will be allowed in the pool area.

28. Members must stay clear of the guard stations and not loiter at the check-in desk.

29. Admission to the pool area shall be refused to all person having any infectious disease, sore or inflamed eyes, colds, nasal or ear discharges, or any communicable disease of any kind. Persons with excessive sunburn, open sores, or bandages of any kind will not be permitted in the pool.

Trash and Recycling

1. Littering of any kind is not allowed.

2. All trash must be disposed of in sealed plastic bags.

3. Our trash service will not pick up large items, fixtures, furniture, household items, etc. Unit owners are responsible for the proper disposal of large items and will be charged for this violation. See Trash Removal under Explanation of Services of this Handbook.

4. Hazardous materials may not be stored or disposed of on Association property.

5. Disposal of horticultural debris is the responsibility of unit owners.

6. Trash and rinsed recycling products may only be disposed of in designated containers.

7. All residents must comply to the enclosed recycling brochure attachment.

Vehicle Maintenance

No vehicle repairs or extraordinary maintenance is permitted on North Creek Place Condominium Premises. The changing of oil is strictly prohibited. The following types of maintenance work are permissible:

a. Changing lights

b. Changing flat tires (promptly and quickly)
c. Changing belts
d. Changing air filters
e. Checking oil and/or water levels
f. Adding coolant fluid

No vehicle may be left unattended at any time while on a jack. Nothing may be substituted for a tire as a vehicle support at any time except for the temporary use of a jack while changing a tire.

Washing Machines and Dryers

For your convenience, washing machines and dryers are provided in the laundry rooms. The laundry rooms are open for use seven days a week . Operating times are from 7:00 a.m. to 11:00 p.m., or such other times as may be designated by the Board of Directors. The laundry rooms shall not be used except during these hours. Doors are to be kept locked. Laundry rooms are for the exclusive use of residents. The Condominium is not responsible for any items stolen from the laundry rooms. Residents shall remove laundry promptly when machine cycles end. Children under the age of 12 shall not be permitted to use the laundry equipment. Residents are responsible for cleaning up after use.

No washers and/or dryers of any type are permitted within the unit.

These rules were adopted under the provisions of the Maryland Condominium Act, Section 11-111.

SECTION V

CREEK PLACE CONDOMINIUM ASSOCIATION

FORMS AND ATTACHMENTS

NORTH CREEK PLACE CONDOMINIUM ASSOCIATION

==========

ADDENDUM A

Authority Regarding Rules & Regulations

(2) furnish the Association the name and current mailing address of both unit owner and mortgage holder;

(3) provide the association a copy of any lease agreement entered into with respect to the unit.

By-Laws, Article III, Board of Directors, Section 1, Power and Duties. The Board of Directors shall have all of the powers and duties of the Association, including but not limited to the following:

subpart (I) Board of Directors is authorized to enact Rules and Regulations governing the use and operation of the condominium and conduct of unit owners.

subpart (j) Board of Directors can levy reasonable fines after notice and opportunity to be heard.

subpart (k) Board of Directors may control the use of all common elements, including the designation of parking spaces.

subpart (n) Board of Directors generally may exercise all powers set forth in the Condominium Act.

By-Laws Article V, Section 12, Abatement and Enforcement of Violations by Unit Owners. Board of Directors may enter unit to cure violation of Declaration, By-Laws and Rules and Regulations.

By-Laws, Article V, Section 14, Restriction on Use of Units. This section identifies restrictions on use of units by residents and their guests. Board of Directors may impose fines and sanctions to enforce these restrictions.

By-Laws, Article V, Operation of the Property, Section 15, Rules, Adoption and Enforcement. Board of Directors may enact uniform Rules which govern the use and operation of the Condominium, as

NORTH CREEK PLACE
CONDOMINIUM ASSOCIATION

==========

ADDENDUM B

North Creek Place Condominium
Schedule of Fines and Sanctions

Revised May 2005

NORTH CREEK PLACE CONDOMINIUM
SCHEDULE OF FINES AND SANCTIONS

NORTH CREEK PLACE CONDOMINIUM

RULE REGARDING FINE SCHEDULE

WHEREAS: Article III, Section 2(j) of the NORTH CREEK PLACE CONDOMINIUM'S By-laws grants to the Board of Directors the authority to levy fines to enforce the provisions of the Condominium's Declaration, By-laws and Rules and Regulations and to enforce the obligations of the Unit owners. This provision states as follows:

> Section 2. Powers and Duties.
>
> (j) Enforcing obligations of Unit owners, allocating common profits and common expenses, if any, and doing anything and everything else necessary and proper for the sound management of the Condominium. In this connection, the Board of Directors shall have the power to enforce the provisions of the Act, the Declaration, Bylaws and Rules and, subject to the provisions of the Act, to levy reasonable fines against Unit owners for violations of the same after notice and an opportunity to be heard is given pursuant to the Act. Collection of fines may be enforced against the Unit owner or Unit owners involved as if the fines are a common charge owed by the particular Unit owner or Unit owners. Where a Unit owner persists in violating the Rules, the Board of Directors may require him to post a bond, satisfactory to it, to secure future compliance with the Rules.

IT IS RESOLVED: that pursuant to the above-cited provision of the Association's By-laws the Board of Directors adopts the following fine schedule as part of the North Creek Place Condominium's Rules and Regulations.

FINE SCHEDULE

The Board of Directors may levy a fine for each occurrence of a violation of the North Creek Place Condominium Declaration (including any Amended or Supplementary Declarations), the Bylaws, and the Rules and Regulations adopted by the Board of Directors. Unless a rule and regulation adopted by the Board of Directors provides for a different fine the amount of the fines shall be as follows;

1. Fines may be assessed up to $50.00 for the first occurrence, with the fine being doubled for each subsequent occurrence of the same violation (i.e., $50.00 for the first occurrence, $100.00 for the second occurrence, $200.00 for the third occurrence, etc.). In addition to the foregoing, if the violation is continuing in nature, the fine shall be $25.00 per day, beginning with the date that the Board of Directors has found that a continuing violation exists. Except as provided for in provision two below, total fines assessed against a given unit owner or tenant may not exceed $5,000.00 during any twelve (12) month period.

2. If a violation involves conduct or a condition that substantially interferes with the rights of other residents to enjoy their unit or threatens the safety of the residents, or constitutes a violation of the public laws or regulations, the initial fine may be assessed in an amount not to exceed $500.00 for the first occurrence and may be doubled for each subsequent occurrence with a maximum fine not to exceed $5,000.00. In addition to the foregoing, if the violation is continuing in nature, the fine shall be $25.00 per day, beginning with the date that the Board of Directors has found that a continuing violation exists. The total fines assessed against a unit owner or a tenant may not exceed $5,000.00 in any twelve (12) month period.

3. If a violation involves conduct by the unit owner or their tenants, guests and/or invitees that can result in damage to the unit, the limited common elements or the general common elements or if the unit owner fails to maintain any portion of the unit or a limited common element that the unit owner is required to maintain, repair or replace under the Bylaws, an initial fine may be assessed in an amount not to exceed $500.00 for the first occurrence and may be doubled for each subsequent occurrence with a maximum fine not to exceed $5,000.00. In addition to the foregoing, if the violation is continuing in nature, the fine shall be $25.00 per day, beginning with the date that the Board of Directors has found that a continuing violation exists. The total fines assessed against a unit owner may not exceed $5,000.00 in any twelve (12) month period.

4. The Board of Directors through its designated agent may conduct inspections of the units to ensure that the unit owner has maintained the unit in accordance with the Bylaws and the Maryland

Condominium Act. Failure by the unit owner or his tenants, guests and/or invitees to provide access to the unit may result in a fine in an amount as provided for in provision 2 and 3 above.

5. Fines assessed shall be collected in the same manner as unpaid assessments to the extent authorized by the Association's Declaration.

This rule was adopted under the provisions of the Maryland Condominium Act.,Section 11-111, entitled Adoption of Rules

Adopted: May 18, 2005

NORTH CREEK PLACE
CONDOMINIUM ASSOCIATION

==========

ADDENDUM C

Policy That Clarifies The Unit Owner's Obligation To Maintain Their Unit And The Fixtures, Appurtenances And Equipment Connected Thereto And Repair Water And Other Damage That Occurs Within The Unit

RULE AND REGULATION
FOR
NORTH CREEK PLACE CONDOMINIUM

Revised May 17, 2000

POLICY THAT CLARIFIES THE UNIT OWNERS OBLIGATION TO MAINTAIN THEIR UNIT AND THE FIXTURES, APPURTENANCES AND EQUIPMENT CONNECTED THERETO AND REPAIR WATER AND OTHER DAMAGE THAT OCCURS WITHIN THE UNIT.

1. Under Article V, Section 13(b)(i) of the Condominium By-Laws the unit owner is responsible for the maintenance, repair and replacement, at his own expense, of the following: (a) interior walls, ceilings and floors,(b) kitchen and bathroom fixtures and equipment, (c) air handling units, heating units, air conditioning units, lighting fixtures, plumbing and electrical appliances and systems,(d) fixtures and parts thereof which are wholly contained within his Unit and/or in a limited common element appurtenant to the Unit and serving only the Unit.

2. Under the Declaration the lateral boundaries of the unit is a vertical plane that coincides with the outer most surfaces of the perimeter plaster board wall thereof. The drywall is therefore part of the unit to be repaired and replaced by the unit owner. Wallpaper or wall coverings are located within the unit and are also to be repaired and replaced by the unit owner.

3. Unless otherwise designated as a common element on the Condominium plat under Article I, Section 1(g) of the Condominium's Second Amended And Restated Declaration the term Unit as defined in the Declaration includes the "... mechanical equipment and appurtenances located within or without any Unit and designated to serve only that Unit... " Under the Condominium's Declaration every component of the plumbing and other systems designed to serve only the unit are defined as part of the unit even if located outside of the unit boundaries. These components may include the pipes, wires, cables, conduits, electrical receptacles and outlets, ducts, flues, chutes, appliances, range hoods, fixtures, and the like. Unit owners must maintain and replace on an as needed basis all pipes and fixtures related to the plumbing and other systems designed to serve only their unit.

4. Every component of the unit that functions to prevent water from damaging the unit, the common areas or other units must be maintained in a state of good repair at the sole cost and expense of the unit owner. This includes but is not limited to all faucets, drain assembly, overflow gaskets, diverters, sinks, toilets, bathtubs and supply and drain connections. Even pipes behind walls that are designed to serve only the unit are to be repaired by the unit owner. Tile and proper caulking must be maintained to prevent water penetration in conjunction with these fixtures.

5. Under Article V, Section 13(b)(ii) the unit owner is responsible to perform "... at his expense, the normal maintenance for any balcony or patio which is designated in the Declaration as being a limited common element appurtenant to his Unit...". The unit owner is required to maintain the balcony or patio "...in a clean and sanitary condition and free and clear of snow, ice and any accumulation of water, and shall also make, at his own expense, all repairs thereto caused or permitted by his negligence, misuse or neglect." The Condominium will not pay as a common expense the cost to repair or replace water damage to the unit owner's property not covered by insurance caused by the unit owner's failure to properly maintain the balcony or patio as required by this section of the By-laws.

6. Article V, Section 14, paragraph (o) provides that "Nothing shall be stored or placed upon any balcony or patio or upon any other portion of the Common Elements of the Condominium, except with the consent of the Board of Directors." Carpeting retains moisture and will cause or contribute to the deterioration of a patio or balcony over time. Carpeting and other covers that retain moisture cannot be placed on the balcony or patio.

7. Article V, Section 13(b)(iii) requires the unit owner to "... perform all maintenance and make all repairs and replacements to the windows, window frames, window screens, the front door, door frame, ... (but not the painting of the exterior surface of the front door) and any sliding glass door(s), and their frames and screens, appurtenant to or part of his Unit." The Condominium will not pay as a common expense the cost to repair or replace water damage to the unit owner's property not covered by insurance caused by the unit owner's failure to properly maintain the windows and doors as required by this section of the By-laws.

8. The unit owner is responsible to maintain and replace the HVAC Unit and its Components. Proper maintenance of the condensate line that connects to the unit is necessary to prevent water damage to the units. Article V, Section 13 (a)(iii) of the Bylaws specifically excludes the HVAC units from the Association's repair responsibilities. Under Article V, Section 13 (b) of the Condominium By-laws the unit owner is responsible for the maintenance, repair and replacement of the HVAC units at his or her own expense.

9. Water entering the mechanical room may damage the ignition control or other components of the HVAC units. The HVAC unit condensation line must be rigorously checked, cleaned and kept clear of any obstruction. Water should not be allowed to accumulate in the air conditioning pan. The Condominium will not pay to repair or replace any defective HVAC unit damaged as a result of water penetration caused by a unit owner's failure to perform maintenance required under the By-laws.

10. Article V, Section 13(c) requires that "All repairs and replacements shall be substantially similar to the original construction and installation and shall be of first-class quality." A contractor retained by unit owner to perform repairs and replacements within a unit must maintain all licenses required by law that are necessary to perform repairs and replacements within the unit. If there are any insurance proceeds available to repair the damage from an insurance claim paid for by the Association as a common expense, management, at the direction of the Board of Directors, will escrow the insurance proceeds. The Board of Directors may require that the proceeds shall not be made available to the unit owner until such time as management has inspected the unit and determined that the repairs completed were substantially similar to the original construction and installation of the unit and of first class quality.

11. Except for purposes of proper maintenance and repair, under Article V, Section 17 of the By-laws a unit owner may not "...make any change or alteration within any Unit which will alter the structural integrity of any building or otherwise affect the property, interest or welfare of any other unit owner, materially increase the cost of operation or insuring the Condominium or impair any easement, until the complete plans and specifications, showing the location, nature, shape, change ... shall have been submitted ... and approved in writing by the Architectural Control Committee." The Board of Directors may act as the Architectural Control Committee.

12. Unit owners are prohibited from maintaining washer and dryers in the unit. Installation of washer and dryers constitutes a change or alteration of the unit that adversely affects the Condominium.

13. Unit owners are responsible to secure and inspect vacant units. The management office must have access to vacant units and available telephone numbers of the owner or the owner's agent. If immediate access is necessary to perform repairs in the unit and management does not have a key, the unit will be entered with a locksmith and all charges will be assessed to the unit owner's account.

14. Unit owners must reimburse the condominium to perform repairs and replacements that are the responsibility of the unit owner. Article V, Section 13(b)(iv) requires that "Each Unit owner shall be responsible for, and promptly after demand shall reimburse the Association for the cost of maintaining, repairing or replacing any damage to the Common Elements or any portion of his Unit required to be maintained, repaired or replaced by the Association which is caused by the negligence, misuse or neglect of such Unit owner. Such reimbursement shall be collected by the Association from the Unit owner obligated therefore in the same manner as set forth in Article V of these Bylaws for the collection of common charges."

15. The Condominium has the right to access and inspect the units. Inspection of units is necessary to insure that the unit owners have fulfilled their responsibilities under the By-laws to maintain the unit, to identify and cure violations of the Condominium's governing documents and to correct conditions that may cause

damage to the condominium structures. Under the Maryland Condominium Act Section 11-125 (e) the Council of Unit Owners by its authorized agent has an irrevocable right and an easement to enter units to make repairs necessary to prevent damage to other portions of the Condominium. The Association should attempt to give reasonable notice to the unit owner for any unit to be entered for the purpose of repair. The State Law specifically provides that this access is not considered a trespass.

16. Under Article V, Section 12 of the By-laws the Board of Directors has the right to enter a unit to abate and remove, at the expense of the defaulting Unit owner, any "... structure, thing or condition ..." in violation of the Rules and Regulations, the By-Laws or any provision of the Declaration."

17. If the Association has to obtain a court order to obtain access to a unit, the unit owner can be held liable for all attorneys fees and court costs incurred by the condominium. Unit Owners should therefore make every effort to comply with the Managing Agent's request to obtain access to inspect the units and perform necessary repairs therein.

18. Article V, Section 11 of the By-laws determines when the unit owner will be responsible to repair the unit after a fire or other casualty. Casualty generally is defined as an event due to sudden, unexpected or unusual cause or an event not to be foreseen or guarded against and may involve water damage to the unit. If the damage is only to those parts of a unit for which the responsibility or maintenance and repair is borne by the unit owner, then the unit owner shall be responsible for the reconstruction and repair after a casualty and shall be entitled to apply the applicable insurance proceeds thereto. In all other instances, the responsibility of reconstruction and repair after casualty shall be that of the Association.

There is a deductible under the Condominium's property and casualty insurance policy. The cost to repair the damage may be less than the insurance deductible. In this event, if the damages are confined solely to the unit, the unit owner is responsible to repair the damages under Article V, Section 11 of the By-laws.

19. Under the Maryland Condominium Act, Section 11-114 (a)(1) the Condominium is obligated to maintain " Property insurance on the common elements and units, exclusive of improvements and betterment installed in units by the unit owners, insuring against those risks of direct physical loss commonly insured against...". The Condominium's property and casualty insurance policy does not cover damage to carpeting in the unit damaged as a result of a casualty loss. The Condominium will not pay as a common expense the cost to repair or replace water damage as a result of a casualty loss to carpeting, upgrades in the flooring or cabinets

and other improvements installed by the unit owner. Unit owners are advised to purchase insurance for their units, the improvements located in the unit and the personal property.

20. The Board of Directors cannot anticipate every potential claim for water and other damage that may occur within the unit. This policy has been promulgated in an effort to delegate the responsibility to repair these damages in accordance with the By-laws. The Board of Directors may have to review specific claims on a case by case basis to determine if the By-laws require that damages be paid by the unit owner or as a common expense. In the event of a conflict between a provision of this policy or the By-laws, the By-laws shall control.

21. Notwithstanding repairs for damage to the unit that were paid as a common expense in the past the decision to pay for these repairs as a common expense in the future will be decided in accordance with the guidelines established by this policy.

22. Under Article V, Section 14(g) of the By-laws any lease agreement for a unit must provide that the terms of the lease shall be subject to the terms of the Maryland Condominium Act, the Condominium's Declaration and By-laws. Tenants are also subject to the rules and regulations adopted by the Board of Directors. Any failure of the lessee to comply with the provisions of these documents constitutes default under the lease that may be remedied by the Board of Directors, acting on behalf of the Condominium, pursuant to the provisions of the Maryland Condominium Act.

23. Article III, Section 2, subparagraph (j) of the By-laws states that the Board of Directors is entitled to enforce the "... obligations of the unit owners...". In this connection the Board of Directors is authorized to levy reasonable fines against the unit owners and to suspend their rights and privileges, and that of their tenants, for violation of the Condominium's By-laws and rules and regulations. Collection of fines may be enforced against the unit owners involved in the same manner as collection of the monthly assessments. The Board of Directors may require unit owners to post a bond to secure future compliance with the Condominium By-laws and it's rules and regulations.

This rule was adopted under the provisions of the Maryland Condominium Act, Section 11-111, entitled Adoption of Rules.

Proposed: March 15, 2000

Adopted: May 17, 2000

NORTH CREEK PLACE
CONDOMINIUM ASSOCIATION

==========

ADDENDUM D

Architectural Control

ARCHITECTURAL CONTROL RESTRICTIONS ON UNITS

Article V, Section 17, 18, 20, 21, 22 and 23 of the By-Laws establish the responsibility of the Board of Directors or a committee by the Board of Directors to oversee Architectural changes and improvements performed to the exterior of the units. Section 17 is the primary provision that contains the restrictions on unit owners who desire to modify their units. It states as follows:

> Section 17. Architectural Control. Except for purposes of proper maintenance and repair or as otherwise permitted or required by law or these Bylaws and subject to the exemptions set forth in Section 24 of this Article, it shall be prohibited for any Unit owner to install, erect, attach, apply, paste, hinge, screw, nail, build, alter, remove or construct any lighting, shades, screens, awnings, patio covers, decorations, fences, walls, aerials, antennas, radio or television broadcasting or receiving devices, slabs, or otherwise alter (including any alteration in color) in any manner whatsoever the exterior of any Unit or upon any of the Common Elements within the Condominium or to combine or otherwise join two (2) or more Units (or parts thereof), or to partition the same after combination, or to remove or alter any window or exterior doors of any Unit, or to make any change or alteration within any Unit which will alter the structural integrity of any building or otherwise effect the property, interest or welfare of any other Unit owner, materially increase the cost of operation or insuring the Condominium or impair any easement, until the complete plans and specifications showing the location, nature, shape, change (including, without limitation, any other information specified by the Board of Directors or its designated committee) shall have been submitted to and approved in writing as to safety, the effect of any such alterations on the costs of maintaining and insuring the Condominium land harmony of design, color and location in relation to surrounding structures and topography by the Architectural Control Committee.

ARCHITECTURAL CONTROL APPLICATION FOR DESIGN AND REVIEW

The By-Laws contain the following restrictions and procedures concerning architectural changes to the units and common areas by unit owners. Unit owners are advised to carefully review Article V, Sections 17, 18, 19, 20, 21, 22, and 23 of the Condominium By-Laws before making any changes, alterations or improvements to their unit, or the limited common elements and common elements appurtenant to their unit.

1. Unit owners can make no alteration, improvement or change to the exterior of the unit, the limited common areas or common areas, without the approval in writing by the Board of Directors or a Architectural Control Committee designated by the Board of Directors.

2. Unit Owners may not combine or partition units without the written consent of the Board of Directors or an Architectural Control Committee designated by the Board of Directors.

3. The Board of Directors or the Architectural Control Committee must review any changes to a unit, the limited common areas, or the common areas. The Board of Directors or the Architectural Control Committee shall review a request to perform these changes based upon the following criteria;

   (1) safety;

   (2) the effect on the cost of maintaining and insuring the Condominium; and

   (3) the harmony of the design, color and location in relation to surrounding structures and topography.

4. All decisions by the Board of Directors or its designated Architectural Control Committee are to be approved by the affirmative vote of the majority of the members of the Board of Directors or the Architectural Control Committee.

5. A copy of any plans and applications submitted and approved shall be deposited among the permanent records of the Board of Directors or its designated Architectural Control Committee. A copy of such plans and specifications bearing such approval in writing shall be returned to the applicant.

6. The Board of Directors or its designated Architectural Control Committee shall approve or disapprove applications within 60 days after the date of their submittal. If the Board of Directors or its designated committee fails to approve or disapprove the application in writing within the specified period, the approval will not be required. However, a change or alteration cannot violate pre-established architectural standard established by the Board of Directors or its designated committee.

7. Construction of alterations in accordance with approved plans and specifications shall be commenced within six (6) months following the date approval by the Board of Directors or the Architectural Control Committee and subsequently completed within twelve (12) months following the date of commencement, or within such longer period as the Board of Directors or the Architectural Control Committee shall specify in its approval. If construction is not commenced during this period, the approval is deemed to have lapsed. Members must then re-apply for approval.

8. There should be no deviation from plans and specifications approved by the Board of Directors or the Architectural Control Committee without prior approval of the Board of Directors or Committee in writing.

9. The Architectural Control Committee may charge and collect a reasonable fee for the examination of any plans and specifications submitted for approval.

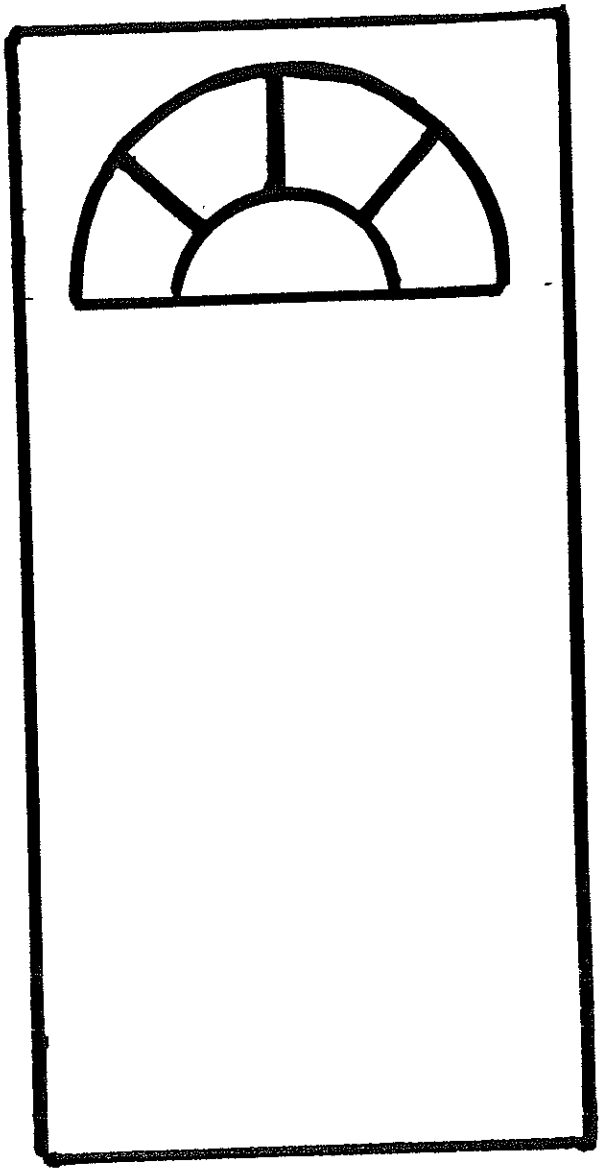
10. Approval of any particular plans or specifications by the committee should not be considered a waiver of the right of the Board of Directors or the Architectural Control Committee to disapprove specifications if they are submitted for use in any other instance.

11. Upon completion of any alterations approved by the Board of Directors or the Architectural Control Committee, the unit owner

shall be entitled to receive a certificate of compliance from the Board of Directors or the Committee.

12. The Board of Directors or the Architectural Control Committee may adopt rules and regulations regarding the form and content of plans and specifications to be submitted for approval and may publish statements of policy, standards and guidelines to establish criteria relative to architecture style and details and other related matters as it may consider necessary and appropriate. The rules cannot be inconsistent with, or construed as a waiver of the condominium By-Laws or Declaration.

24. The decisions of the Architectural Control Committee shall be final, except that a unit owner, who is aggrieved by an action or forbearance of action by the Architectural Control Committee may request, in writing, that the Board of Directors review the Committee's decision.



The Above door style has been chosen as a guideline to be used in replacing the back door to the lower units. It is also requested that all back doors be painted off-white in color.

NORTH CREEK PLACE
CONDOMINIUM ASSOCIATION

==========

ADDENDUM E

Installation of Satellite Antenna

RULE AND REGULATION FOR
NORTH CREEK PLACE CONDOMINIUM

INSTALLATION OF SATELLITE ANTENNA
AND
SIMILAR EQUIPMENT AND FIXTURES OR APPURTENANCES

Article V, Section 14 Paragraph (f) of the North Creek Place Condominium By-laws require written consent by the Board before a unit owner or tenant may install a satellite antenna or similar device on the balcony or patio. This policy is being implemented as a rule adopted by the Board of Directors pursuant to its authority under Article III, Section 1(i) and Article V, Section 15 of the Condominium's By-laws. The policy is being implemented to restrict the method for installation of all equipment, fixtures or appurtenances that require running wires from the balcony or patio area into the unit. These restrictions are intended to prevent damage to the condominium structures and to protect the health and safety of the residents.

Residents may install a satellite antenna or similar device that is one meter or less in diameter subject to the restrictions contained in this rule. Under the current FCC rules the Condominium can enforce a restriction against the installation of a satellite antenna on the balconies or patios if it is necessary to accomplish a clearly defined safety objective. Improper penetration of the unit exterior adjacent to the balcony or patio can cause water penetration into the unit from rain and snow. Water penetration can damage the condominium structures and present a health hazard to the residents. The purpose of this rule is to achieve a legitimate safety objective of the Condominium by prohibiting installation that would damage the common elements.

In accordance with Article V, Section 17 " Architectural Control" of the By-laws, prior approval for the installation of satellite antennas or other devices is required. The plans and specifications for proposed installation of satellite antenna and other devices including the wiring must be submitted for review by the Board of Directors or an architectural committee appointed by the Board of Directors. Installation will only be approved in the manner provided for in this rule which is designed to maintain the integrity of the utility room doors as a fire retardant barrier. Unit owners who violate this rule may be subject to fines or sanctions in accordance with the Schedule of Fines and Sanctions previously adopted by the Board of Directors. A copy of this schedule is enclosed. The unit owner who violates this rule will also be required to reconfigure the wiring in accordance with this rule and make all repairs necessary to the common elements at his or her expense. In addition, the Board of Directors reserves the right to inspect any installation.

Installation must be done in a method which would not damage the common elements. The architect retained by the Board of Directors, states that he recommends the use of a free standing post attached to a ballast, similar to the portable posts typically used for volleyball nets be used for installation. Attachment to the exterior brick veneer or exterior wood trim is prohibited.

Attachment of the antenna to the aluminum railing is also prohibited. The attachment of the antenna to the railing, even if done with temporary clamps, could cause further damage to the railing and the railing attachment points as well as it could be a safety hazard during periods of high winds.

Installation of the wiring cannot be installed to the inside of the unit by drilling a hole in the exterior brick veneer or drilling a hole in the exterior siding or trim. These holes could damage existing electrical services and allow water penetration and associated damage.

The safest and only method for installation of the wiring from the antenna or other device to the inside of the unit which is authorized by the Board of Directors is to run the wire around through an opening in the mechanical room louver (without damaging or modifying the louver). The line should then be run into the mechanical room, and through the drywall partition which is common with the living room and the mechanical room. This installation will require good practice to insure that the installation does not damage the fire protection that the partition between the mechanical room and living room is designed to provide.

Equipment, fixtures and appurtenances of any kind cannot be attached to the railings. Holes cannot be drilled into the exterior brick veneer or exterior trim siding on the balconies or patios and the balcony or patio windows cannot be penetrated.

Proposed: February 17, 2000

Adopted: March 22, 2000

NORTH CREEK PLACE
CONDOMINIUM ASSOCIATION

==========

ADDENDUM F

Lease Addendum

NORTH CREEK PLACE
CONDOMINIUM ASSOCIATION

==========

ADDENDUM G

Registration Form

NORTH CREEK PLACE CONDOMINIUM
OWNER INFORMATION

Date: _____

Unit Address: _____

Unit Owner Name(s) & Social Security Number

_____ _____

_____ _____

Owner Telephone number:

(Day)_____

(Evening)_____

(Cell) _____

Current Mailing Address (if different than unit address):

_____

_____

Tenant Name(s):

_____

_____

Tenant Telephone number:

(Day) _____

(Evening) _____

* *

	YES	*NO*
1. **Do you currently occupy your unit?**	_____	_____
2. **Do you currently lease/rent your unit?** *(If you answered this question yes, you are required to submit a copy of your lease and your leasing permit to the Association.)*	_____	_____
3. **Have you supplied your tenant with a copy of the Association rules and regulations?** *(If your answer was no, you are responsible to inform them of such issues.)*	_____	_____
4. **Have you purchased homeowners/renters insurance?** *Provide Mgt. with certificate of insurance*	_____	_____
5. **Have you supplied a key to your unit to the Association for emergency access?** *To be used during normal office hours only if time permits. (If you have not done so, you will be responsible for any costs incurred for accessing your unit in an emergency.)*	_____	_____
6. **Do you have a clothes washer and dryer within your unit?** *Portable (temporarily hooks up to faucet when in use)* *Stationary (permanently installed)*	_____	_____

7. **State the number and kind of any pets occupying your unit.** _____
8. **State your current mortgage holder and mailing address.** *(Though you are required to provide this information, this and all financial related issues are to be kept confidential).* _____

Use the back to list any concerns or outstanding issues which are relative to your home or the common areas.

Rev. 4/05

NORTH CREEK PLACE
CONDOMINIUM ASSOCIATION

==========

ADDENDUM H

RECYCLING

RECYCLE

MIXED PAPER

Acceptable materials can be combined together and placed in paper bags and/or small tied bundles not to exceed 45 lbs. **NO PLASTIC BAGS**

Flatten all empty boxes and put into bundles not larger than 3 feet wide and 3 feet long x 6 inches thick. You may use twine to bundle.

ACCEPTABLE ITEMS

Newspaper , to including newspaper inserts
Unwanted mail, to include catalogs, magazines, envelopes, etc.
Paperback books, to include telephone books
Cereal & other boxes (flattened)
Corrugated cardboard (flattened)
Computer & office paper
All other clean & dry paper

UNACCEPTABLE ITEMS

Packing material such as styrofoam or plastic
Food solid paper such as plastic or wax coated liners, pizza boxes, etc.
Wax paper, carbon paper, hard backed books, beverage containers such as milk or juice cartons
Paper or cardboard contaminated with paint, chemicals, kitty litter, water, etc.
Foil gift wrap, paper towels, napkins or tissues

IN THE BLUE RECYCLING BIN

Montgomery County has "comingled" collection, which means that you put the following recyclables together into your blue bin. There is no sorting required. Please be sure to empty and rinse all items. **NO PLASTIC BAGS**

ACCEPTABLE ITEMS

Glass jars and bottles
Cans and foil products
Plastic bottles

UNACCEPTABLE ITEMS

No plastic bags
No mirror or window glass
No light bulbs
No pots, pans, tubing, etc.
No food containers (margarine, yogurt, cottage cheese, deli, etc.)
No caps
No automotive product containers
No plastic wrap or bags
No pesticide containers
No microwave plates

NO RECYCLABLE ITEMS TO BE PLACED IN PLASTIC BAGS

NORTH CREEK PLACE
CONDOMINIUM ASSOCIATION

==========

ADDENDUM I

PARKING

NORTH CREEK PLACE CONDOMINIUM ASSOCIATION

The Board of Directors hereby declares and adopts the following policy and procedures governing vehicle parking which supercedes any and all other policies which may have been previously enacted by any Board of Directors for the North Creek Place Condominium Association.

1. **Reserved Parking Regulations**
   a. Each unit will be assigned one (1) numbered parking space, as close as practical to the unit.
   b. The remaining spaces will be available to visitors on a first come, first serve basis. Residents may also use those spaces for additional residential parking.
   c. Two homeowners may exchange spaces if mutually agreed upon by both homeowners. The exchange shall become void upon the sale or exchange of either home, and at the time of the sale, the assigned spaces will revert back to the original locations. The Board of Directors and property manager must be informed of all exchanges.
   d. Disabled residents will be given priority as to assigning a parking space in as close a proximity to their unit as practical.
   e. The Board of Directors may change any assigned parking spaces in the future for reasons it deems appropriate, including but not limited to, ensuring that parking spaces assigned to disabled residents are in as close proximity to the unit as practical.
2. **Enforcement of Parking Restrictions and Regulations**
   a. Each owner of a unit will be issued a Grant of Limited Agency and Disclaimer by the management company. The Association pursuant to this document gives its consent to the owner to tow a motor vehicle that is illegally parked in the space assigned to that unit. The unit owner will have to determine if the owner wants to authorize the occupant to tow vehicles from the assigned space.
   b. Unit owners and occupants must comply with all applicable laws for towing a motor vehicle from private property. The unit owner must consult with the towing company as to how the tow is to be performed.
   c. An owner or occupant whose parking space has been taken by an unauthorized user may contact the towing company and ask for the offending vehicle to be towed. The individual who contacts the towing company must present the Grant of Limited Agency and

Disclaimer Letter to the towing company, must sign the ticket for the tow and becomes responsible for the action. At no time is the Association liable for damages resulting from towing of any vehicle from an owner/occupant space. It is recommended that parties attempt to resolve the problem with offenders prior to ordering a vehicle to be towed. The Association and its Board and Management will not authorize towing from reserved spaces, unless other violations detailed in the Handbook are apparent.

d. Unit owners shall by accepting the assigned space agree to indemnify and hold harmless North Creek Place Condominium, its directors, officers and agents from all claim(s) that arise out of the towing of motor vehicles from the unit owners' parking space. Any vehicle towed as a result of violations will be done so at the owner's expense and risk. The Association holds no liability for damages caused by removal.

Adopted: January 5, 2004

NORTH CREEK PLACE CONDOMINIUM
GRANT OF LIMITED AGENCY AND DISCLAIMER LETTER

I, _____ of _____
(Occupant Name) (Address to include unit number)
acknowledge that Parking Space Number _____ has been assigned to my address. I understand that the North Creek Place Condominium Association or its authorized agents shall not be liable for any and all actions taken by any occupant or myself controlling the parking space, the towing company or the potential visitor. The undersigned further agrees to indemnify and hold harmless North Creek Place Condominium, its directors, officers and agents from all claim(s) arising out of the towing of motor vehicles from the unit owners' parking space that is authorized by the unit owner or occupant.

I further acknowledge that any tow authorized by me shall be in accordance with the parking rules and procedures adopted by the Association, a copy of which rules I acknowledge receiving an am familiar with. Any authority to have a vehicle towed is a limited agency provided to me by the North Creek Place Condominium for the purpose of having unauthorized vehicles towed from my assigned parking space, or for the purpose of having any vehicle towed which impedes access to or from my assigned parking space.

We, the Board Directors of the North Creek Place Condominium Association authorize those individuals as signed below the right to have a vehicle towed from their designated parking space so long as the towing is done in accordance with the parking rules and procedures of North Creek Place Condominium Association.

If unit is leased, owner must complete the following statement:

I, _____ (owner) authorize my tenant, named above as resident, to have a vehicle towed from my designated parking space.

Owner and occupant signatures required:

_____	_____	_____
Date	Owner Signature	Occupant Signature (if other than owner)

By: Board of Directors
North Creek Place Condominium Association

Towing Company:
Anchor Towing
16783 Oakmont Avenue
Gaithersburg, MD 20877
301-519-3600

*Please retain a copy of this form for your records and return the other signed copy to Capitol Management Corporation by fax or mail at the address listed below:

North Creek Condominium Association
c/o Capitol Management Corporation
12011 Lee Jackson Highway, Suite 350
Fairfax, VA 22033 Fax: 703-934-8808

NORTH CREEK PLACE
CONDOMINIUM ASSOCIATION

ADDENDUM J

Unit Owner/Resident to Purchase and Maintain Homeowners Insurance

RESOLUTION
BY THE NORTH CREEK PLACE CONDOMINIUM
BOARD OF DIRECTORS

TO PROPOSE THE ADOPTION OF A RULE REQUIRING UNIT OWNERS TO PURCHASE INDIVIDUAL INSURANCE POLICIES COVERING DAMAGE TO THEIR UNITS AND THE IMPROVEMENTS, BETTERMENTS AND REPLACEMENTS INSTALLED THEREIN

WHEREAS: Article III, Section 2 of the Condominium By-laws entitled "Powers and Duties" enumerates the powers and duties that are granted to the Board of Directors. Pursuant to Subpart (a)(i) and (j) these powers and duties include but are not limited to the following:

> (a) Operation, care, upkeep and maintenance of the Common Elements.
>
> (i) Enacting uniform Rules and Regulations from time to time for the use of the Property, as well as the conduct and the enjoyment of the Unit owners...
>
> (j) Enforcing obligations of Unit owners, allocating common profits and common expenses, if any, and doing anything and everything else necessary and proper for the sound management of the Property. In this connection, the Board of Directors shall have the power to levy fines against Unit owners for violations of the Rules and Regulations.

WHEREAS: Article V, Section 11 entitled "Repair or Reconstruction After Fire or Other Casualty" of the By-laws provides that after a casualty loss "If the damage is only to those parts of a Unit for which the responsibility of maintenance and repair is borne by the Unit owner, then the Unit owner shall be responsible for the reconstruction and repair after a casualty and shall be entitled to apply the applicable insurance proceeds thereto. In all other instances, the responsibility of reconstruction and repair after casualty shall be that of the Association."

WHEREAS: Article V, Section 13 (b) of the Condominium By-laws entitled "by the unit owner" shall be responsible for the maintenance, repair and replacement at the unit owners expense and for certain appurtenances connected to the unit.

WHEREAS: Pursuant to the Maryland Condominium Act, Section 11-114, the Condominium is not required to purchase or maintain property insurance on the improvements and betterments installed by the unit owners.

IT IS THEREFORE RESOLVED:

1. That unit owners are required to maintain their units and the equipment and appurtenances connected thereto in good order condition and repair and that the unit owners must perform promptly all maintenance and repair work within the unit and the limited common element reserved for the use of that unit.

2. That the failure of unit owners to promptly perform maintenance and repairs required to be performed within the units and upon the equipment and appurtenances connected thereto can be detrimental to the Condominium and can adversely affect the common elements and other units.

3. The Board of Directors is authorized to enforce the obligation of the unit owners including the obligation to perform maintenance and repairs within the units and upon the equipment and appurtenances connected thereto. The Board of Directors is also authorized to enact rules and regulations for the use of the property that includes the unit as well as for the conduct and the enjoyment of the unit owners. The Board of Directors may also levy fines for the violation of these rules and regulations.

4. The Condominium has only been able to procure property insurance with a $5,000.00 deductible. The property insurance does not cover all damages to a unit, the improvements installed by the unit owner and the equipment and appurtenances connected thereto that may occur as a result of a casualty loss. It is therefore necessary for unit owners to purchase and maintain individual insurance policies to cover damage to their units in an amount of at least $50,000.00. In many instances unit owners are unable to pay the costs to repair damage to their units and the equipment and appurtenances connected thereto not covered by the Condominium's insurance policy without the benefit of an individual insurance policy to cover this damage.

5. The Board of Directors has resolved that a requirement that unit owners maintain property insurance for their units is reasonable and necessary to insure that the unit owners will perform their obligations to maintain and repair the units in the event of an occurrence that results in damages not covered by the property insurance purchased by the Condominium.

IT IS FURTHER RESOLVED: that the following proposed rule shall be submitted for review and comment by the unit owners and residents and considered for adoption at the May 18, 2005 meeting of the Board of Directors.

ADDENDUM J

Rule entitled "Requirement of Unit Owner to Purchase and Maintain Homeowners Insurance For Their Unit(s)" as follows:

Unit owners, at their own expense, are required to purchase individual insurance policies covering the unit, the equipment and appurtenances connected thereto and the improvements and betterments installed by the unit owner. These policies shall be purchased by the 30 day of July, 2005. Unit owners shall file a copy of the insurance policy or policies with the Board of Directors within thirty days after purchase of such insurance. New purchasers must provide a copy of this policy within 30 days of purchase. The insurance policy purchased by the unit owner may not be cancelled, reduced or substantially modified without at least thirty days prior written notice to the Board of Directors. A fine of $25.00 may be assessed against a unit owner for every day that these insurance policies are not purchased, maintained or filed with the Board of Directors within the time limits established by this rule or for every day that the unit owner is not otherwise in compliance with this rule. This rule is necessary so that unit owners will have sufficient funds available to repair their unit(s) in the event of damage to the unit(s) not covered by the property insurance purchased by the Condominium.

This Rule is adopted pursuant to the provisions of Maryland Horizontal Property Act, Section 11-111 and will be inserted as Rule Addendum I of the current Condominium Rules and Regulations.

Adopted: 5/18/05

NORTH CREEK PLACE CONDOMINIUM

ADDENDUM K

Plumbing Restrictions

Sample of certification to be prepared by the Unit Owner and provided to the management office:

Date: _____

I _____ residing at _____
Owner Name Address

Do hereby certify that I will pay North Creek Place Condominium for all damages, additional plumbing fees, or any other costs related to the plumbing services which will be provided by _____ at _____
Plumbing company Telephone

_____.
Date

In addition, I certify that prior to any service, I will assure that the plumbing company provide the management company with the required certificate of insurance and statement of gas certification.

I fully understand that I will be responsible for providing a notice at least 48 hours prior to the shut down to each building which will be affected by the shut down.

Adopted March 21, 2007

ADDENDUM K

Rule entitled "Plumbing Restrictions" is as follows:

Due to the complexity of the plumbing system within North Creek Place Condominium, the following plumbing restrictions are strictly enforced. Each building does not contain a water shut off valve and turning off the main water valve will effect the entire row of buildings.

In addition, the gas water heaters and recirculating pumps play a major concern in turning off the water. If the water is to be turned off for an extended period of time, these tanks and pumps could run dry and burn up. Often during water shut off, the pilot light to the water heater tank may go out and need to be re-lit. These tanks are gas fired commercial heaters and many plumbing companies and general contractors are not gas certified and can not maintain this type of equipment.

If you have water shut off valves within your unit (under your sink, or behind the tub) there should not be a need to shut the water off from the main valve if you are replacing a fixture. To have these shut off valves installed or replaced will require the water to be turned off from the main valve. A leak in a water line will also require the water to be turned off at the main valve.

Any resident requiring any type of plumbing work which will require the shut off of the main water must contact one of the following companies:

Maryland Plumbing 301-990-2891	or	First Class Plumbing 301-916-2700

The only exception to this rule is that if any unit owner wants to use their own plumbing company, a certification similar to the one below must be provided to management along with a copy of the Certification of Insurance for the contractor as well as a statement signed by the contractor that they are "gas certified".

NORTH CREEK PLACE CONDOMINIUM

ADDENDUM L

Revised Pool Operating Policy

NORTH CREEK
SWIMMING POOL OPERATING POLICY

In the interest of ensuring pleasurable swimming for all and to insure maximum safety and better pool management, the following policy has been adopted by the North Creek Place Board of Directors.

The following rules and regulations are for the protection of all. Failure to comply with these rules shall be considered sufficient cause for any action deemed necessary by management, including exclusion from the pool.

GENERAL POLICIES:

1. All members or guests using the pool or pool area do so at their own risk and sole responsibility, and will be held responsible for all actions of their children and guests. The North Creek Condominium assumes no responsibility for any accident or injury in connection with the use of the pool and will not be responsible for any loss or damage of personal property of any kind. Persons using the pool area agree not to hold the community liable for any acts of a natural disaster which might occur in the pool area (such as lightning, etc.).

2. All members must show a current pool pass to gain admission to the pool area. Passes are not transferable.

3. If lost, pool passes will be replaced at a charge of $3.00 per pass.

4. All guests must be accompanied by as pool member.

5. Guest passes: Each household will be issued one guest pass.

6. Certified lifeguards will be on duty during all hours of operation. They have the authority to use their discretion in the enforcement of all rules and regulations in order to provide and maintain a safe and healthy environment. The manager is in charge of the pool and is responsible for seeing that necessary regulations are obeyed. The manager has been directed by the North Creek Condominium to dismiss from the pool any adult or child for any infraction of the rules or when safety is threatened. The manager can bar any person from the pool for up to one week for each violation or for the remainder of the season for three violations.

7. These rules may be changed or amended at any time at the sole discretion of the North Creek Condominium.

SWIMMING POOL OPERATING REGULATIONS:

1. Children under 10 years of age must be accompanied by an adult when visiting the pool. For the purposes of these regulations, an adult is someone 14 years of age or older.

2. Diaper-aged babies are prohibited in the main pool and must wear a swimsuit and rubber pants in the wading pool. Disposable diapers are prohibited.

3. Rest periods will be announced each hour by the pool staff. During this period, <u>all individuals must be completely out of the main pool.</u> The rest period will be the last 15 minutes of each hour.

4. Children using the wading pool are the responsibility of the parent(s), not the lifeguards, and must be accompanied by an adult. Children over 5 years of age are not permitted in the wading pool.

5. The pool may be closed at the discretion of the pool management in the case of thunder, lightning, rain or operational breakdown.

6. Alcoholic beverages, smoking and food are prohibited in the pool area. Persons under the influence of alcohol or drugs will not be permitted in the pool area at the discretion of the pool management.

7. Water wings, rafts, inner tubes, swim fins, swim masks, snorkels, balls or other play equipment are prohibited from use in the main pool. Goggles may be worn. Please note: Goggles are a device that covers the eyes only. Federally approved safety devices such as a life jacket may also be worn by children when accompanied by an adult.

8. Only cassette players, radios, etc. with earphones may be used in the poll area so as not to disturb other members at the pool.

9. Pets are not allowed in the pool area.

10. Only authorized personnel are permitted in the pool office and filter equipment rooms, on the guard stands or behind the gate desk.

11. Abusive language and/or behavior is prohibited.

12. Unauthorized persons found inside the pool enclosure while the pool is closed will lose their privileges for the remainder of the season and risk prosecution for trespassing.

13. Individuals between the ages of 10 and 14 will be admitted to the pool alone only when all the following conditions are met: (1) parents agree to allow the child to come unaccompanied, and (2) the child has demonstrated the ability to swim the width of the pool in good form at the discretion of pool management.

SWIMMING POOL PERSONAL HYGIENE AND ATTIRE

1. Before entering the pool, all members must take a cleansing shower using soap and water.

2. Any persons having apparent skin disease, sore or inflamed eyes, cough, cold, nasal or ear discharge, wearing band-aids or bandages, or having any communicable diseases shall be excluded from the pool.

3. Spitting, spouting water, blowing the nose and similar unhygienic actions are prohibited in the pool.

4. No chewing gum is allowed.

5. Swimmers must wear appropriate bathing attire. No cut-offs, dungarees, etc., as determined by the pool management.

6. No street shoes on pool deck.

SAFETY RULES

1. No boisterous or rough play is permitted inside the perimeters of the bathhouse and fenced areas.

2. No running in the shower rooms or pool deck area.

3. Glass containers are prohibited from the pool area.

4. Food may be consumed on the lower deck only. All waste must be disposed of in the appropriate container provided.

5. Tobacco products may be used in the grassy area outside of the perimeter fence.

6. Baby carriages and strollers will be permitted in the wading pool deck area and grassy areas. No other wheeled vehicles with the exception of wheelchairs or other handicapped vehicles will be allowed in the pool area.

7. Members must stay clear of the guard stations and not loiter at the check-in desk.

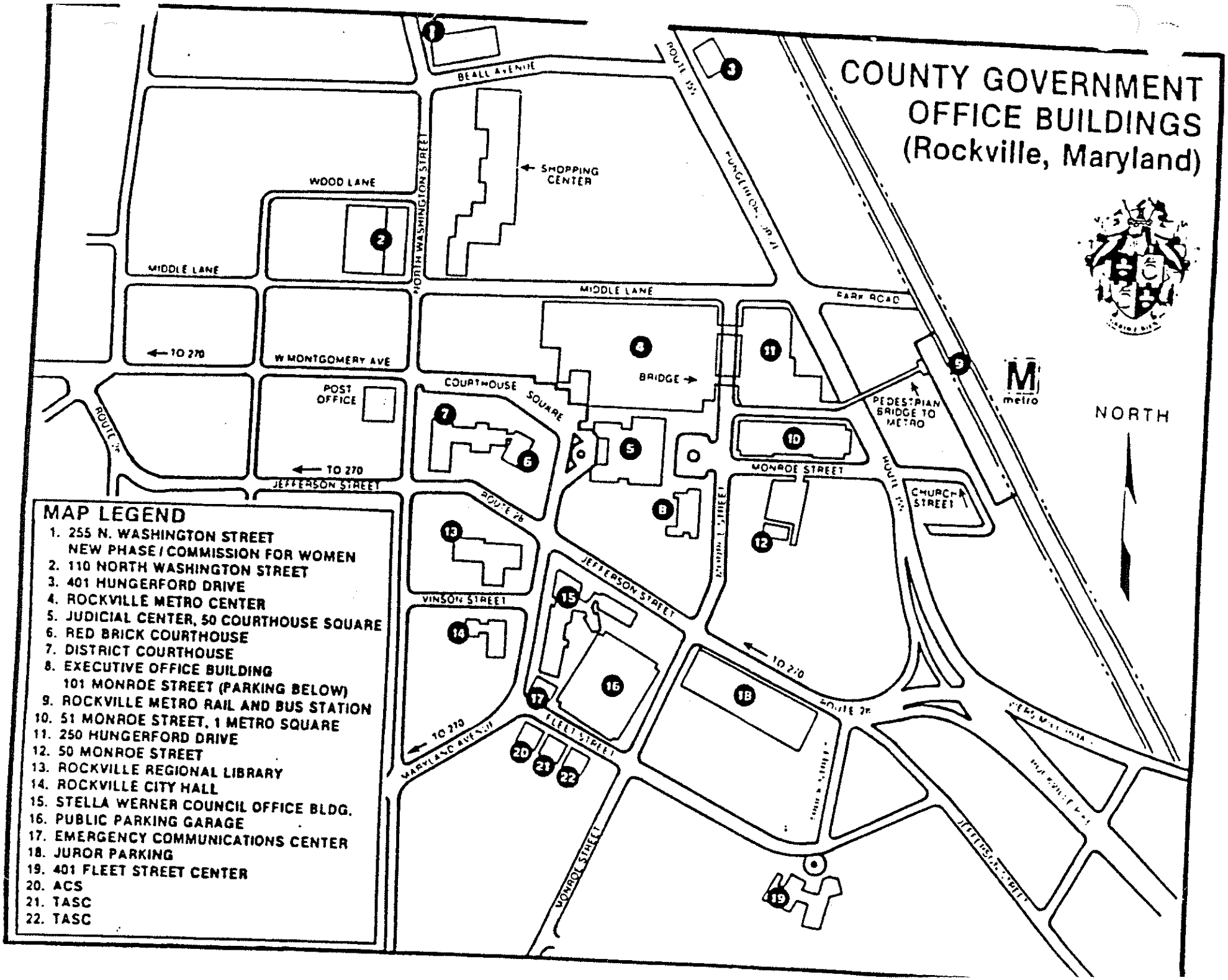
Adopted March 2007

SECTION V

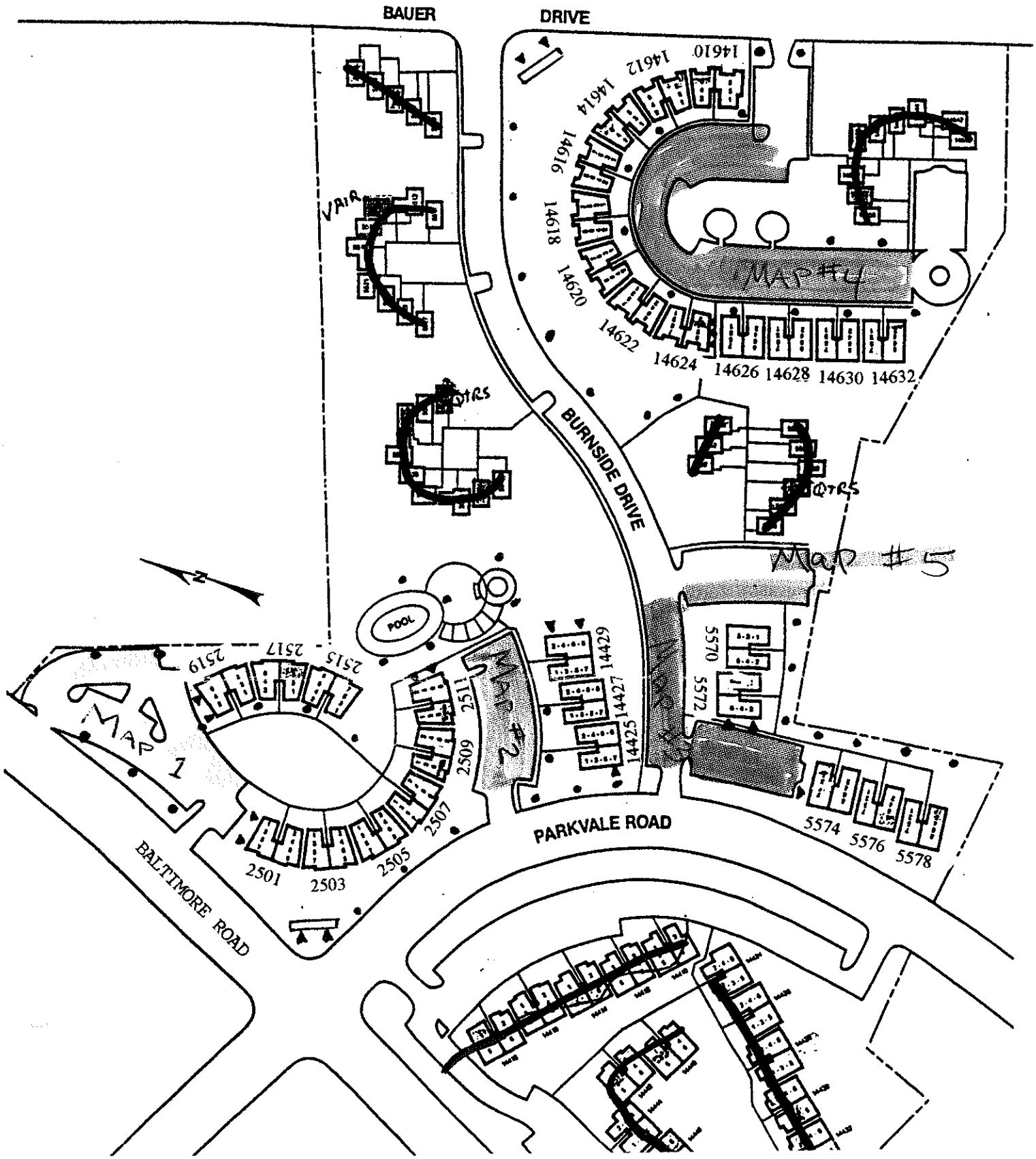
GENERAL INFORMATION

Montgomery County

COUNTY GOVERNMENT OFFICE BUILDINGS (Rockville, Maryland)



originals

NORTH CREEK

Site Plan