

## **Rules and Regulations of the Woodland Hills Homeowners Association**

This document, entitled *Rules and Regulations of the Woodland Hills Homeowners Association*, supersedes the Rules and Regulations document that became effective 01-29-07. Authority for creating and distributing this document emanates from the Association's *Declaration of Covenants, Conditions and Restrictions*, Section 3, subsections (d), (e), and (g), and Article XVI of the *Bylaws of the Woodland Hills Homeowners Association, Inc.* ("Bylaws").

It is incumbent upon all homeowners of real property located within the jurisdiction of the Woodland Hills Homeowners Association, who wish to sell their home, to obtain and deliver to a prospective buyer a current copy of this document and of the Association's (a) *Declaration of Covenants, Conditions and Restrictions*, (b) *Bylaws*, and (c) *Architectural Guidelines*, collectively referred to as "the governing documents."

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Rules and Regulations of Woodland Hills Homeowners Association

Effective Date: February 24, 2014

Preceding Issue: January 25, 2010

I USE OF TENNIS COURTS

The tennis courts may be used only for the playing of tennis, unless an exception has been granted in writing for special functions authorized by the Board of Directors. General play, sports playing (e.g., lacrosse, basketball, street hockey), bicycles, skateboards, roller blades, scooters, wagons, dog walking, and dog running are specifically prohibited to protect the condition of the court floor and tennis nets. Pursuant to Article IV, Section 3(e) of the *Declaration of Covenants, Conditions and Restrictions*, violation of this rule may subject the violator to suspension of his/her rights to use the tennis courts for a period not exceeding sixty (60) days. Anyone who obtains access to the locked tennis courts, without using a key issued by the Homeowners Association, may be charged with trespassing.

II USE OF SWIMMING POOL

Approved applications are required for use of the pool. For any resident renting a house, pool applications can be issued either to the tenant or to the owner of the residence, but not to both. An owner who chooses to relinquish the pool privilege must forward the application to the tenant. Pool applications are not sent to tenants.

The pool will be used only for swimming during the hours publicly posted, unless the Board of Directors issues a written permit for a private party. Anyone who obtains access to the swimming pool in violation of this rule may be charged with trespassing.

Supplemental pool rules and regulations, typically addressing the changing pool-management circumstances, are issued annually as an attachment to the pool application. These rules are regarded as addenda to this document during the year for which the supplemental rules are issued.

Pursuant to Article IV Section 3(e) of the *Declaration of Covenants, Conditions and Restrictions*, pool applications will not be approved for any homeowner for any period during which any assessment against that member remains unpaid, including late fees, legal fees and to any homeowner who is delinquent in correcting a notice of architectural violation or violations.

### III HOUSEHOLD TRASH AND RECYCLABLES

- A. Household Waste is collected twice weekly by the Association's private contractor.

Bagged household trash may not be left outside for disposal prior to the morning of scheduled pickup unless the bagged trash is in an enclosed trash container. Enclosed containers (with tight-fitting lids) may be left the evening prior to next-day pickup, but not before sundown. This rule is to assure that vermin are not attracted by accessible food waste.

Household trash must be left only on the public sidewalk in front of the residence from which it originates. It may not be placed on property managed by the Woodland Hills Homeowner Association through its Board of Directors, including parking spaces or common grounds. This rule is to assure that trash-disposal violations can be associated with a particular household.

- B. Recyclables, such as paper, newspaper, magazines, phone directories, cardboard, shopping bags, glass, cans and plastic containers, are collected once weekly by a city contractor. These materials are placed in green recycling bins, issued by the City of Gaithersburg. Bins should be ordered by calling the Gaithersburg Public Works Department at 301-258-6370.

(For information regarding hazardous household materials such as paint, insecticides, and car batteries, please see Section D, entitled "Bulk Recyclables.")

- C. Yard Waste is collected once weekly by a city contractor (on the same day as recyclables). Grass clippings, loose leaves, and brush must be bagged separately in yard-waste brown-paper bags (not plastic bags) available at many retailers. Place the bags close to the nearest curbing, but not in the street. Dirt and rocks are not acceptable items.

Tree limbs, clipped or extended branches, and clipped branches may be left at the curb—but not in a parking space—for pickup as part of the yard-waste pickup. Limbs and branches cannot exceed 4-inch diameter, 6 feet in length or weigh more than 40 pounds. Place the limbs and branches in a stack not exceeding 24" in height.

Dirt (yard soil) may be left in a cardboard box or in a brown yard bag for pickup the first Tuesday of each month. If left in a bag it must be clearly identified by large printed letters reading DIRT, so the bag will not be mistaken for leaves (which are picked up each Tuesday).

- D. Bulk Recyclables are collected once monthly by the city on the first recycling day of the month for our community. Accepted items include furniture, doors, mattresses, bedsprings, rugs, televisions, computers, non-metal sinks, tubs, toilets, appliances, bicycles, lawnmowers (remove gasoline), wheelbarrows, scrap metal, lumber (no nails) and small amounts of remodeling debris (in piles less than 4'x4'x8'). Contractor debris will not be collected.

Mirrors and windows must be placed on top of other recyclables so they can be hand-removed by recycling crews. When left at the bottom of a pile they frequently have been crushed into small pieces when the pile is retrieved by front-end loaders.

Remove or secure doors of large appliances so they cannot be opened.

Items not accepted include vehicle tires, rechargeable batteries, car/truck batteries, propane tanks, insecticides, paint remover, gun ammunition, anti-freeze, motor oil, clothing and textiles. Take these items to the Shady Grove Transfer Station at 16101 Frederick Road, Derwood, MD 20855. It is open seven days a week, except holidays. Paint cannot be left for bulk-recyclable pickup. Water-based paint should be hardened and then included in household waste. Hardening can be done with kitty litter, shredded newspaper, or evaporation leaving the can uncovered. Do not take latex paint to the Shady Grove Transfer Station. Take lead- and oil-based paint to the Shady Grove Transfer Station any day from 9AM-5PM and be prepared to show your driver's license at the hazardous-waste station. Unhardened paint is easily crushed in the trash-collection truck's compactor, possibly causing a leaky trail of paint on community streets.

- E. Loose-Leaf Pickup is provided by the city beginning the last week of October until the final week of December and between the last week of March and the second week of April, weather permitting. Rake or carry loose leaves to a curb where there are no parking spaces. Remove rocks, branch and limb

pieces. Avoid putting out leaves when snow is forecast. Do not place the leaves in plastic bags.

- F. Holiday Trees are collected by the city. Place trees at a curb but not in a parking space. Remove all decorations. Do not wrap trees in plastic. Artificial trees and root balls of natural trees will not be accepted.
- G. For questions regarding household-waste collection, call the Association's property-management firm at 301-258-7711, extension 180. For questions regarding all other collections, including the removal of oversized yard waste that cannot be collected during the weekly recycling service, call the City of Gaithersburg's Department of Public Works at 301-258-6370. For questions regarding the Shady Grove Transfer Station, call 240-777-6400.

#### IV VEHICLE PARKING AND STORAGE

- A. All lined parking spaces within Woodland Hills belong to the Woodland Hills Homeowners Association. Parking is neither reserved nor assigned, except for reserved handicapped parking as required under federal and state laws. Parking for all others is available on a first-come, first-served basis. Residents are urged to be considerate of neighbors who have special needs (e.g.: elderly, mothers of infants, handicapped who wish not to invoke assigned parking).
- B. Vehicles must park within the double-striped lines that designate a parking space. Parked vehicles that straddle or extend beyond the double-striped lines or extend into the city street will be treated as a violation of Rules and Regulations, immediately subject to tow for any subsequent identical violation within 180 days after one written warning tag has been affixed to the vehicle.
- C. Vehicles shall not block or extend over any portion of the sidewalks.
- D. Portable on-Demand Storage (PODS) may be located on a parking space for up to 24 hours without prior approval. Residents must contact the property-management agent to request time extensions.
- E. Based on city code Chapter 17AA, the following motor vehicles are not permitted in parking spaces on common property, or upon any property within the city-zoned residential property, unless stored within a completely enclosed garage:

- E.1 Dismantled or inoperative motor vehicles;
  - E.2 Vehicles whose registration has expired;
  - E.3 Vehicles in a state of major disassembly, disrepair, or in the process of being stripped or dismantled; and,
  - E.4 Vehicles undergoing major repairs, including body work.  
Examples of major repairs include: replacing a transmission, front or rear end springs, shocks, valves, pistons, rings, carburetor or other vehicle major parts of a motor, engine or body.
- F. Additionally, the following vehicles are not permitted to be parked in parking spaces on common property:
- F.1 Trucks, viz: Any vehicle with a load capacity greater than 3/4-ton and meeting any of the following conditions: (a) having more than two axles; or (b) having wheels (not tires) with a diameter which exceeds 15 inches; or (c) having 6 or more wheels.
  - F.2 Commercial vehicles, viz: Any vehicle with commercial license plate or tag, any advertisements displayed, any ladder racks or loaded/visible equipment, or any vehicle used for commercial purposes may not be parked outdoors overnight. An exception is made for official police or fire automobiles.
  - F.3 Trailers, viz: Any vehicle drawn by another vehicle having motor power.
  - F.4 Boat (self explanatory).
  - F.5 Camper, viz: Any vehicle drawn by a car or truck and used as a temporary or permanent dwelling.
  - F.6 Recreational-Vehicle Camper, viz: Any self-propelled camper.
  - F.7 Camper Truck, viz: Any self-propelled camper.
  - F.8 Stored Vehicles, viz: Any vehicle which remains stationary in the common parking areas or private driveways and does not leave the community for a period exceeding 14 days. Waivers (e.g.: illness, vacations, employment travel) may be granted upon written request to the property-management company.
- G. No motor vehicle may be driven on common property (grassy or wooded common areas). An exception is made for utility vehicles on utility easements. Motorcycles may be parked on curbside spaces designated for parking or in the homeowner's fenced rear yard. To reach the homeowner's fenced rear yard, a motorcycle may only be walked on common areas. Residents are responsible for any damage done to common areas by their vehicles.

V VEHICLE PARKING AND STORAGE VIOLATION ENFORCEMENT

Vehicles parked in violation of the foregoing Rules and Regulations will have a Warning Notice posted on the vehicle citing the violation and indicating the vehicle must exit the community within 72 hours and returned at any time. This is to demonstrate that the vehicle is not being moved from one parking space to another without, in the interval, having left the community. Vehicles that have had violation notices posted within the past 180 days are subject to tow without first having a Warning Notice posted on the vehicle. Towing is undertaken per provisions of the City of Gaithersburg's Code entitled "Motor Vehicles and Traffic," Section 14-7(b) and posted throughout the community. Any towing and storage charges or damage incurred in the process shall be the responsibility of the vehicle's owner.

VI RESERVED HANDICAPPED PARKING

Reserved handicapped parking will be arranged as soon as reasonable upon receipt and review of a written request, providing reasonable accommodations for handicapped parking as close as practicable to the townhouse of a handicapped person. The Association will require a photocopy of the "Disability Parking Certification" documentation issued to the resident from the Maryland Motor Vehicle Administration. Copies of certification-renewal documents must be submitted to the Association within 30 days of their issuance.

The signage for this parking shall be placed on a post on the lawn directly in front of or as close as possible to the handicapped parking space and will include a Reserved Parking sign displaying the International Symbol of Accessibility. Additional language on the posted sign may designate the parking space for the exclusive use of the person requesting it, reading "By Woodland Hills Permit Only," and showing the handicapped tag or license plate number. If requested, the Association can mark or paint the pavement of this parking space with the white International Symbol of Accessibility.

In further compliance, and subject to the Fair Housing Amendments Act, the Association may, if necessary and reasonable, install ramps and widen the parking space for van-accessible parking. The Association will remove the signage when the handicapped person moves, dies, or no longer possesses a valid Disability Parking Certification.

VII MAINTENANCE OF COMMON PROPERTY

Maintenance of common areas is the sole responsibility of the Board of Directors. No changes in these areas may be made without the written

permission of the Board of Directors. This includes pruning, alteration to, and removal of trees, changing the grade of the grounds, and adding or removing plants, leaves and pine needles. Residents shall abstain from such practices as the storage on common grounds of items (usable firewood being an exception), and the dumping of any grass, leaves, clippings, branches, shrubs, holiday trees, automotive items, yard waste and household waste of any kind thereon. Dumping violations may be prosecuted under City Code Chapter 18-4(a).

VIII CITY ENFORCEMENT AND NUISANCE ABATEMENT

Residents should contact the City of Gaithersburg for nuisance-abatement complaints involving other residents. Examples of such nuisances are dogs and cats running at large, barking or soiling the grounds, tall grass (10" or higher), children playing in the street or trespassing on private property, and hazardous trees on a homeowner's property. The Woodland Hills Homeowners Association defers to city authorities to exercise enforcement.

IX CITY ENFORCEMENT AND LANDLORD-TENANT DISPUTES

Both Chapter 13 and the City of Gaithersburg Code and provisions of state law regulate most aspects of landlord-tenant relations to the city. The city's Neighborhood Services staff can mediate disputes. If it appears a violation of law occurred, the city has a Commission on Landlord-Tenant Affairs that can hear the case and render a judgment. The Woodland Hills Homeowners Association has no authority to intervene in these matters, deferring to the city and state for enforcement of their applicable codes.

X PROCEDURES AND CHARGES FOR COLLECTION OF DELINQUENT ASSESSMENTS

**Whereas:**

- Article V of the Woodland Hills *Declaration of Covenants, Conditions and Restrictions* grants the Board of Directors all powers for the conduct of the affairs of the Association which are granted by Law and the Woodland Hills Homeowners Association documents; and
- Article 12 of the *By-laws* provides that each member is obligated to pay assessments as more fully provided in the *Declaration of Covenants, Conditions and Restrictions*; and
- Article V, Sections 1,6,7,8 and 9 of the *Declaration of Covenants, Conditions and Restrictions* establishes remedies for the non-payment of assessments; and
- There is a need to establish orderly collection of unpaid and delinquent assessment dues in accordance with the *Declaration of Covenants,*



*Conditions and Restrictions*, its *By-laws*, the Maryland Contract Lien Act and other applicable law; therefore:

- The Board of Directors of the Woodland Hills Homeowners Association, Inc. resolve to rescind any previous procedures concerning the collection of unpaid and delinquent assessment dues and substitute in lieu thereof the following procedure concerning the collection of unpaid and delinquent assessment dues--
  1. HOMEOWNER ASSESSMENT DUES AND DELINQUENCY:  
A homeowner's assessment is due and payable in full to the Association's Management Agent on the first full day of the month for which it is assessed. A unit owner is considered delinquent if the full monthly share of the annual assessment, or any special or emergency assessment, is not paid by the 15<sup>th</sup> of the month for which it is due.
  2. LATE CHARGES: A late charge of \$10.00 will be assessed against the owner(s) of any unit whose assessment is not paid by the 15<sup>th</sup> day of the month for which it is due. Any installment that is over thirty (30) days will also bear interest at a rate of 8% per annum.
  3. RETURNED-CHECK CHARGES: Any bank charges imposed against the Association for checks returned due to insufficient funds, or for any other reason, will be assessed against the unit owner(s).
  4. PAYMENTS CREDITED: All payments will be credited against the oldest outstanding assessment balance as follows:
    - Court filing fees;
    - Attorney's fees;
    - Other collection costs;
    - Late fees; and
    - Assessments.
  5. FIFTEEN-DAYS (15 DAYS) NOTICE: If an assessment is not paid to the Association's Management Agent by the 15<sup>th</sup> day of the month for which it is due, the Management Agent shall notify the responsible unit owners (s), by first-class mail to the last known address of owner(s), of the unpaid assessment and of an additional assessment or late charge of ten dollars (\$10.00), and shall request immediate payment. It is the responsibility of each unit owner to keep the Management Agent informed of his or her current mailing address.

6. THIRTY-DAY (30 DAY) NOTICE: In the event that assessments are not paid by the 30<sup>th</sup> day following the initial assessment due date, the Management Agent will forward a Notice of Intent to Create a Lien to the last known address of the responsible unit owner(s) by both certified “return receipt requested” and first-class mail. The amounts claimed in the Notice of Intent to Create a Lien will include unpaid assessment(s), including late charges, collection costs and/or charges otherwise attributed by the Association to the account of the responsible unit owner(s), and notification to the unit owner(s) that before the lien is filed in the Lands Records of Montgomery County, the remaining annual assessments for the current fiscal year will become accelerated and immediately due and payable, as permitted by Article V, Sections 6, 7, 8 and 9 of the *Declaration of Covenants, Conditions and Restrictions* and will bear an interest rate of eight percent (8%) per annum until paid in full. The Notice of Intent to Create a Lien shall include:


- The name and address of the party seeking to create a lien;
- A statement of intent to create a lien;
- An identification of the contract;
- The nature of the alleged breach;
- The amount of damages;
- A description of the property against which the lien is intended to be imposed sufficient to identify the property and stating the county in which the property is located; and
- A statement that the party against whose property the lien is intended to be imposed has the right to a hearing under Subsection © of Section 14-203 of the Maryland Contract Lien Act.


7. EFFECTIVE DELIVERY OF NOTICE OF INTENT TO CREATE A LIEN: If the addressee does not receive or otherwise pick up the certified (return-receipt requested) letter and it is returned unsigned to the Attorney/Management Agent, arrangements will be made to personally serve the Notice of Intent to Create a Lien upon the unit owner(s) via private process server or otherwise as is permitted or required under the Maryland Contract Lien Act. Any charges incurred by the Association for service of said Notice will be assessed against the unit owner(s).

8. SIXTY-DAY (60-DAY) ACTION: If the Management Agent has not received payment in full of the amount claimed in the Notice of Intent to Create a Lien within 30 days of its postmark date (60 days following the original assessment due date), or has not received notice from the Circuit Court of the County that a complaint has been filed, a lien will be filed in the Land Records of Montgomery County. The lien will include the unpaid delinquent assessment balance, the accelerated balance for the current fiscal year, as permitted by Article V, Section 8, of the *Declaration of Covenants, Conditions and Restrictions*, and additional collection costs, including lien preparation, filing and release costs. The Association's attorney or the management agent will notify the responsible homeowner by certified mail that a lien has been filed, including the total amount due and payable.
9. LEGAL ACTION: Upon filing of a lien, the Management Agent will immediately forward the required information to the Association's attorney for collection. The attorney shall initiate a civil lawsuit seeking money damages and/or foreclosure proceedings against the responsible unit owner(s) as soon as legally possible. All collection costs and reasonable attorney fees of not less than twenty percent (20%) shall be added to the amount of each assessment.
10. HOMEOWNER RIGHT OF APPEAL: A unit owner(s) may appeal at any time to the Board of Directors concerning the accuracy of any assessment, the determination of delinquency, or to explain any extenuating circumstances which led to non-payment. An appeal may be in writing, in person at a regularly-scheduled board meeting, or verbally to any member of the Board of Directors followed by a written notice of appeal, mailed certified return-receipt requested. An appeal will be considered at the next regularly-scheduled board meeting following receipt by the board of the written notice of appeal. The Board of Directors may, at their discretion, stay any legal action specified above pending the appeals hearing. The Board of Directors, after the appeal hearing, reserves the right to suspend or delay any legal action specified above and substitute any specific payment schedule agreeable to the board and the unit owner(s), and to reimpose any legal action specified above if the unit owner abrogates the payment schedule.

11. SEVERABILITY: The provisions herein shall be deemed severable, and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provisions herein, or the application thereof to any person or any circumstance, is invalid or unenforceable: (a) a suitable provision in the *Declaration of Covenants, Conditions and Restrictions* or *By-laws* shall be substituted in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision; and, (b) the remainder and application of other provisions herein shall not be affected by such invalidity or unenforceability.
12. MISCELLANEOUS: Nothing herein shall be construed to restrict or otherwise limit any of the Association's rights and remedies as may be set forth in its *Declaration of Covenants, Conditions and Restrictions* and *By-laws*.
13. SUMMARY OF DUES-COLLECTION CALENDAR:

<u>DAY</u>	<u>ACTION</u>
1	Monthly dues due at Management Office
15	Last day for receipt of assessment without incurring late charge
16	Assess late charge (currently \$10.00) Mail Notice of Delinquency
45	Last day for receipt of assessments due, late charges, and other fees without incurring additional penalties
46	Assess collection charges for Notice of Intent to File a Lien (currently \$40.00). Mail Notice of Intent to File a Lien by Certified Mail, Return Receipt Requested
76	Last day of receipt for payment or notice from the Circuit Court
77	Case submitted to Attorney for filing of lien.
87	Attorney instructed to implement foreclosure and any other appropriate legal procedure directed by the Board of Directors.

  
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 Leesa Willis, President  
 Woodland Hills Homeowners Association  
 Date: 2/24/2014

  
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 Kari Lantos, Secretary  
 Woodland Hills Homeowners Association  
 Date: 2/24/2014