

THE TOWERS AT HARBOR COURT CONDOMINIUM PROCEDURE FOR COLLECTION OF ASSESSMENTS AND FINES

WHEREAS, Article IX, Section 1 and Section 2 of the By-Laws of The Towers at Harbor Court Condominium ("Association") obligates each Unit Owner to pay Assessments and special assessments;

WHEREAS, Article IX, Section 1 of the By-Laws establishes the basis for the Assessments, and Article IX, Section 2 of the By-Laws establishes the basis of the special assessments;

WHEREAS, Article IX, Sections 4, 6 and 8 of the By-Laws and Section 11-110 of the Maryland Condominium Act establishes certain remedies for non-payment of Assessments and fines, including the imposition of late charges, interest, the acceleration of the entire balance of Assessment installments, and foreclosure of the lien against the property;

WHEREAS, Article V, Section 2(c) of the By-Laws provides that the Board of Directors may establish and provide for the collection of assessments and fines;

WHEREAS, the Board of Directors desire to implement a new standard procedure for the collection of assessments, fines and other allowable charges in accordance with the Declaration and the By-Laws, as the same have been interpreted from time to time, to replace the existing collection policy;

WHEREAS, there is a need to establish orderly procedures for the billing of Assessments as well as collection of delinquent assessments;

NOW, THEREFORE, BE IT RESOLVED that any previously adopted collection policy is hereby rescinded, and the Board of Directors hereby resolves to promulgate the following procedures and guidelines for the collection of delinquent Assessments in accordance with the governing documents:

I. ROUTINE COLLECTION OF ASSESSMENTS

BILLING PROCEDURES

A. Due Date/Definition of Delinquency.

(1) Assessments levied by the Association through the Board of Directors upon the Unit Owner shall be payable in twelve (12) monthly installments ("Installment") which are due in advance, on the first (1st) day of each month ("Due Date"). The Board of Directors will determine the due date

and payment schedule for any special assessment, other permissible assessment or fine, but any delinquency in the payment of any special assessment, other assessment, or fine shall be collected in the same manner as Assessments as provided for herein.

(2) Any Assessment not received by the Due Date is considered delinquent and subject to the collection procedures set forth herein and within the Association's By-Laws.

B. Notice to Unit Owner(s).

(1) All documents, correspondence and notices relating to assessments and related matters shall be mailed to the Unit Owner at the address that appears on the books and records of the Association. A roster of the current name and address of each member shall be kept by the Association.

(2) Alternate address. If the Unit Owner no longer resides at the property address and would like all documents, correspondence and notices relating to assessments to be mailed to an alternate address, such request shall be made in writing to the management agent of the Association or the Board of Directors at least thirty (30) days prior to the desired change of mailing. The Unit Owner shall bear the cost of re-printing coupon booklets to reflect the change to an alternate mailing address, if any.

(3) If the Unit Owner provides no forwarding or alternate address, the Association presumes and will continue to send all documents, correspondence and notices concerning Assessments and related materials to the Unit Owner's property address. The Association assumes no responsibility for locating a Unit Owner's alternative address.

II. LEGAL REMEDIES FOR NON-PAYMENT OF ASSESSMENTS

A. Late Charge and Interest.

If any Installment due from the Unit Owner is not received by the Association by the fifteenth (15th) day of the month the Installment is due, the Unit Owner's account shall be deemed late and a late charge of fifteen dollars (\$15) or one tenth (1/10) of the delinquent Installment, whichever is greater, and interest in the amount of eighteen percent (18%) per annum accruing from the Due Date, will be imposed and shall be added to the Unit Owner's account and thereafter be a part of the continuing lien for Assessments until all sums due shall be paid in full.

B. Delinquency Notification.

After the account is late, a "Late Notice" or "delinquency notice" with past due Assessments, late charges, interest, costs of collection and other allowable charges may be sent by first class mail to any Unit Owner whose account is delinquent.

C. Notice of Acceleration/Intention to Create a Lien.

(1) In the event that any Installment is late, the Unit Owner loses the privilege of payment of the balance of the Assessment in Installments and the remaining Installments may be accelerated and declared due and payable.

(2) If payment in full is not received in the office of the Association or its Management Agent and the balance on the account amounts to a delinquency equal to two (2) months of Assessments, if any amount is over sixty (60) days past due, or when otherwise determined appropriate by the Board of Directors, the delinquent account may be referred to the Association's attorney to proceed with further legal action which may include the filing of a lien against the property.

(3) Notice of Intent to Create Lien. The Association, either through its Management Agent or its attorney, may forward a Notice of Acceleration/Intention to Create a Lien ("NOI") to the delinquent Unit Owner in accordance with the provisions and procedures set forth in the Maryland Contract Lien Act and any additional costs incurred shall become the responsibility of the Unit Owner.

(4) If payment in full as stated in the NOI, including interest, collection costs and other allowable charges incurred is not received by the Association, its Management Agent or the Association's attorney within thirty (30) days after the NOI is served upon the delinquent Unit Owner, then a Statement of Condominium Lien may be filed against the property.

(5) The Association and its attorneys reserve the right to forward additional notices to the delinquent Unit Owner that either or both determine appropriate. Such additional notices may include an initial demand letter sent to a delinquent Unit Owner when the account is initially turned over to the attorney's office for collection. The costs of any of these additional notices shall be deemed a cost of collection and shall become the personal obligation of the Unit Owner.

D. Filing of Lien.

(1) A Statement of Condominium Lien for the amount owed shall be filed in the Land Records of the City of Baltimore, in accordance with the Maryland Contract Lien Act.

(2) Fees. The Lien shall be filed for and include the amount of unpaid Assessments, together with late charges, interest at the rate of eighteen percent (18%), actual costs of collection, including the costs of serving the NOI and the preparation for the Lien, plus reasonable attorneys' fees of not less than 25%, and any charges, fines and other assessment or special assessments assessed against the Unit Owner. The Unit Owner is also responsible for all fees incurred in the filing and releasing of a recorded lien, including, but not limited to, filing fees and recordation taxes. No lien will be released until the full amount owed on the account is paid, including outstanding attorneys' fees, interest, and other charges.

E. Collection Suit.

(1) Filing of Civil Suit. Legal counsel for the Association may file a civil suit in the appropriate court within the City of Baltimore against the delinquent Unit Owner on the basis of the Unit Owner's personal contractual obligation to pay Assessments, special assessment, other assessments and fines. The suit will seek a judgment for all fees included in the lien plus additional charges that may become due after the filing of the lien including attorneys' fees and costs, as permitted by law.

(2) Unit Owner Responsible for All Costs of Collections. All costs of collections, including, but not limited to, filing fees, private process server costs and reasonable attorneys' fees, to the extent permitted by law, will be added to the delinquent Unit Owner's account, plus accrued late charges and interest chargeable on the unpaid balance of all Assessments due.

(3) Execution Upon Judgment. Upon entry of judgment against the Unit Owner, the Association may commence execution upon the judgment, including, but not limited to, garnishment of wages, garnishment of bank account(s), certificates of deposit and attachment of Unit Owner's personal property. If the Unit is a rental property, the Association may garnish the rents from the tenant to pay the judgment owed to the Association.

F. Foreclosure.

(1) Additionally, the Board of Directors may, pursuant to Article IX, Section 7 of the By-Laws, authorize its attorney to commence proceedings to enforce and foreclose upon the lien placed against property owned by the delinquent Unit Owner in accordance with the provisions of the Maryland Contract Lien Act.

(2) The Unit Owner shall be responsible for all costs and fees incurred in the foreclosure proceedings.

G. Returned Checks.

(1) If the Association receives from any Unit Owner, in any accounting year, two (2) or more returned checks for payment of Assessments, the Board of Directors may require all future payments to be made by certified check, cashier's check or money order for the remainder of the fiscal year.

(2) BAD CHECK FEE. The Unit Owner shall be levied and obligated for a twenty-five dollar (\$25) charge for any check or any payment from any payment method authorized by the Board of Directors that is returned by the bank for "Insufficient Funds," which fee shall be posted to the Unit Owner's account.

(3) Criminal Prosecution. Additionally, the Association reserves the right to criminally prosecute any Unit Owner for the passing of "bad checks" under the Maryland Bad Check Statute.

H. Financial Hardship.

(1) The Board of Directors may, in its sole discretion, but is in no way obligated to, grant a waiver of any provision herein upon written request by a Unit Owner alleging a personal or financial hardship.

(2) Such relief granted shall be appropriately documented in the records of the Association. Such documentation shall include, without limitation, the basis for taking such action.

I. Payment of Assessments by Tenant.

Notwithstanding any of the provisions contained herein regarding the Association's ability to undertake collection action against a Unit Owner due to non-payment of assessments and in the event a delinquent Unit Owner has leased his Unit and:

(a). the Association has recorded a Statement of Condominium Lien against the Unit Owner's Unit and such amount to release the lien has not been paid, or

(b). the Association has obtained an entry of judgment against the Unit Owner,

the Association may also proceed and collect rents directly from the tenant, as set forth in the Association's lease addendum. Nothing herein shall be interpreted to limit the Association's right to take the appropriate collection action against a Unit Owner even if the Association is collecting rents directly from the Unit Owner's tenant.

III. REVOCATION OF PRIVILEGES

A. Suspension of Utilities.

In accordance with Article IX, Section 4(c) of the By-Laws, the Board of Directors, after the required notice and hearing, may suspend utility services to a Unit after the Unit Owner is at least ninety (90) days past due in the payment of his or her assessments or a balance of at least five hundred dollars (\$500) is at least ninety (90) days past due.

B. Serving on the Board of Directors.

No Unit Owner shall be eligible to be elected to the Board of Directors or to serve on the Board of Directors if the Association has recorded a Statement of Condominium Lien with respect to the Unit

Certain capitalized terms used in this Resolution, unless otherwise defined herein, have the meanings specified as defined in the By-Laws.

D. Conflict.


In the event that any provision of this policy shall be inconsistent with the Association's By-Laws and the Act, the Act and then the By-Laws shall prevail.

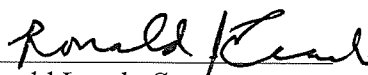
E. Effective Date.

This resolution shall be effective March 1, 2009, and shall apply to collection of Assessments due on or after such date.

This resolution was adopted in accordance with Section 11-111 of the Maryland Condominium Act.

This resolution was adopted this, the 16th day of February, 2009.

Witness: 
Barbara Valeri, President

Attest: 
Ronald Leach, Secretary

Owner's Unit and such amount to release the lien has not been paid, pursuant to Article IV, Section 6 and Article V, Section 6 of the By-Laws.

C. Voting.

No Unit Owner will be eligible to vote at any meeting, if at the time of the meeting the Association has recorded a Statement of Condominium Lien with respect to the Unit Owner's Unit and such amount to release the lien has not been paid, pursuant to Article IV, Section 6 of the By-Laws.

D.. Reinstatement.

The revocation of the right to vote and the right to be elected to the Board of Directors shall be reinstated upon confirmation that all amounts to release the Statement of Condominium Lien have been paid in full and upon verification of the clearance of the payment.

IV. PRIORITY OF PAYMENTS

To the extent authorized by the governing documents of the Association and applicable laws, payments received from a Unit Owner will be credited to the Unit Owner's account according to the following order of priority:

1. Attorneys' fees and collection costs;
2. Interest and late charges;
3. Fines and unpaid charges;
4. Special assessments and other assessments; and
5. Assessments.

V. MISCELLANEOUS

A. Payment Methods.

For the Unit Owner's convenience, payment by coupon, direct debit, credit card, or via electronic transfer from the Unit Owner's bank account, may be authorized by the Board of Directors.

B. Coupon Book.

Non-receipt by a Unit Owner of a bill, invoice, or coupon book for payment shall in no way relieve the Unit Owner of the obligation to pay the Assessment amount due by the Due Date.

C. Capitalized Terms.

Renovation Request Form

General Notes: Structural modifications and/or the relocation or addition of plumbing, HVAC and electrical equipment require drawings from an engineer designing the project. Any modification to the Condominium's plumbing vent system (Sovent) requires approval by the manufacturer of the vent system (the Condominium's management office can provide you contact information).

The modifications to the unit set out in this application, when approved by Management, and completed in accordance with the terms set out herein and the Condominium's documents, will not result in the acceptance of the modification by the Condominium for the purposes of insuring the unit. The Condominium suggests that the unit owner insure the modification as part of unit owner's homeowner insurance policy. The Condominium's obligation to insure the unit extends only to the original construction elements of the unit, therefore any modification, improvement and/or addition to the unit will not be replaced in the event of a casualty under the terms of the Condominium's property insurance policy.

Any cost associated with this improvement shall be the responsibility of the unit owner, to include any and all cost incurred by the Condominium.

1. Name (Please print)_____

2. Address of proposed change_____

3. Home Telephone:_____

Work Telephone_____E-mail Address_____

4. General description of proposed change:

5. Please list contractors: (please attach a Business License and Insurance Certificates for all contractors involved. Certificates must include liability 7 workman's compensation coverage. Certificates must be on file with the building manager prior to the commencement of work).

Architect_____Phone No._____

Engineer_____Phone No._____

Contractor_____Phone No._____

Contractor_____Phone No._____

6. Estimated start date:_____

7. Estimated completion date:_____

8. Unit owner understands and agrees that no work on this request will commence until written approval has been obtained from building management.

9. Unit owner understands that the authority to perform an alteration granted by this application will automatically expire if the work is not commenced within 6 months and completed within 12 months, following approval.

Moreover, owner(s) agree to honor any deadlines established for the completion of the proposed improvements referenced herein.

10. Unit owner agrees to store construction materials only in their unit, rather than in common areas, easements or parking areas, to bear the cost of repairing any damage caused to such areas, and to remove all unused materials from public view. Owner understands it is their contractor's responsibility to clean up any debris immediately and at the end of the work day.
11. Nothing contained herein shall be construed to represent that alterations to the unit in accordance with these plans shall not violate any of the provisions of the Building and Zoning codes of Baltimore City, to which the above property is subject. The unit owner agrees to prepare and have recorded in the Land Records of Baltimore City a modification to the Plat, should it be required. Further, nothing contained herein shall be construed as a waiver or modification of any said restrictions.
12. Where required, appropriate building permits shall be obtained from Baltimore City prior to the start of any construction. Nothing contained herein shall be construed as a waiver of said requirement.
13. Unit owner further understands and agrees that any alterations undertaken before written approval are obtained are not permitted and that the unit owner may be required to restore the property to its former condition at the unit owner's own expense if such alterations are made and subsequently disapproved in whole or part. Further, owner understands that any legal expense associated therewith may be the responsibility of the unit owner.
14. Unit owner agrees to give management express permission to enter the unit owner's property at a reasonable time to inspect the proposed project, the project in progress and the completed project.
15. Unit owner understands that any approval is contingent upon the completion of alterations in a workmanlike manner and in accordance with the approved plan and specifications for said alterations.
16. FEES & DEPOSITS: With this request, and prior to commencement of work, the applicant is required to pay the Condominium the following common area damage deposit: (Interest is not paid on deposits)

<u>Number of days</u>	<u>Deposit</u>
Up to 2 days	\$250.00
3-9 days	\$500.00
10-20 days	\$1,000.00
21 days or over	\$5,000.00

At the completion of work, the common areas will be inspected and any elevator padding fees will be determined and billed. (\$25 per day) Once the amount billed is paid, the deposit check will be returned to you. If the work requested includes architectural changes, a \$100 non-refundable review fee will also apply.

The above and/or attached information accurately represents the alterations I wish to make to my unit. I agree with the terms and conditions set out in this application.

Unit owner's signature & date _____

Unit owner's signature & date _____

(Unit owner includes ALL persons listed as owners of the unit)

Please leave a copy of this application and supporting documents to the Building Manager's attention at the front desk. Please do not include originals as they will not be returned.

Please be sure to share the attached rules for working in the building with your contractor.

Contractor Rules

If a construction employee or a contractor fails to obey these rules, they will be asked to leave the building and not return to the project. This is an owner occupied building, therefore, great care must be taken to insure that the owner's property is protected and the values of the building maintained. Before any contractors are permitted to work in the building, we must have a copy of their insurance certificate naming, The Towers at Harbor Court, including the resident unit number as the additional insured.

- Contractors are not permitted on the lobby area rug for any reason. Please be sure when bringing supplies into the building, you avoid touching the rug. Any damage, including stains, will be billed to the unit owner.
- Equipment and supplies must be loaded *evenly* on the elevators. Please use a cart for supplies and avoid leaning items on the walls of the elevators. ELEVATORS MUST NOT BE OVERLOADED AT ANY TIME.
- All workers on the construction site must sign in each day and sign out at the end of the day at the front desk.
- Construction crews cannot arrive before 7am, Monday thru Friday. No drilling, hammering or demolition can occur before 8:30am. Weekend work is only permitted in extreme emergencies and with prior approval from management. If approved for weekend work, start time is 9am.
- All construction material and workers are to use the freight elevators only, which have protective padding. If the workers do not see the elevator padded, they must notify the front desk so that the proper protective padding can be installed.
- DO NOT use the trash chutes for construction materials. ALL construction debris must be discarded offsite.
- Walk-off mats are to be used to bring material into the building or take it out of the building. When you are finished using the mats they are to be picked up and the carpets are to be vacuumed.
- Once a truck or car is unloaded it cannot remain in the loading zone. Check with the condominium front desk attendant to see if parking is available.
- Construction workers are not to wander through the building.
- All soldering, sawing and drywall work must be done in the unit, not in the stairwell or in front of the building.
- Any pressurized water lines that are replaced must be copper.
- Stainless steel braided lines are required on all HVAC equipment. All drains MUST hubless cast, PVC waterlines are NOT allowed.
- Please check the parking lot for nails and other small materials that may be left behind before you leave.
- Wood or Laminate Engineered Flooring-the flooring plus underlayment, i.e. the material above the concrete slab, must, by itself, meet or exceed an IIC rating of 24. The flooring material must not touch adjacent walls, studs, cabinets or fixtures. The material must not touch the baseboard or toe molding maintaining a minimum gap of 1/16 inch. If nails are used to attach the baseboard and molding to the all the nails must not penetrate through to the finished floor. See diagram; you will need to acknowledge understanding of these rules by signing the attached flooring form.
- The Towers at Harbor Court Condominium building was designed with a single stack waste removal system. (SOVENT) The cast iron Sovent is a specially designed single stack soil and waste system using aerator fitting at each floor where soil and waste branches enter the stack and deaerator fittings at the base of the stack. By incorporating these fittings into a single multi-story stack the volume of the drainage is greatly increased over the standard two stack waste and vent system. Please see additional information and diagram attached.

MANAGEMENT USE ONLY

1. Date received by management: _____

2. Type of request: painters/decorators construction architectural

2. Date of contractor meeting: _____

3. Date sprinkler company contacted: _____

4. Date Sovent form signed off: _____

5. Date flooring form signed off: _____

Reviewed by Maintenance Supervisor (Initials) _____ Date _____

Reviewed by Building Manager: (Initials) _____ Date _____

Architectural Requests:

Reviewed by Board Member: (Initials) _____ Date _____

Approved

Not Approved

Additional Information Required:

Authorizing Signature _____ Date _____

Date _____ Unit# _____

Company Name _____

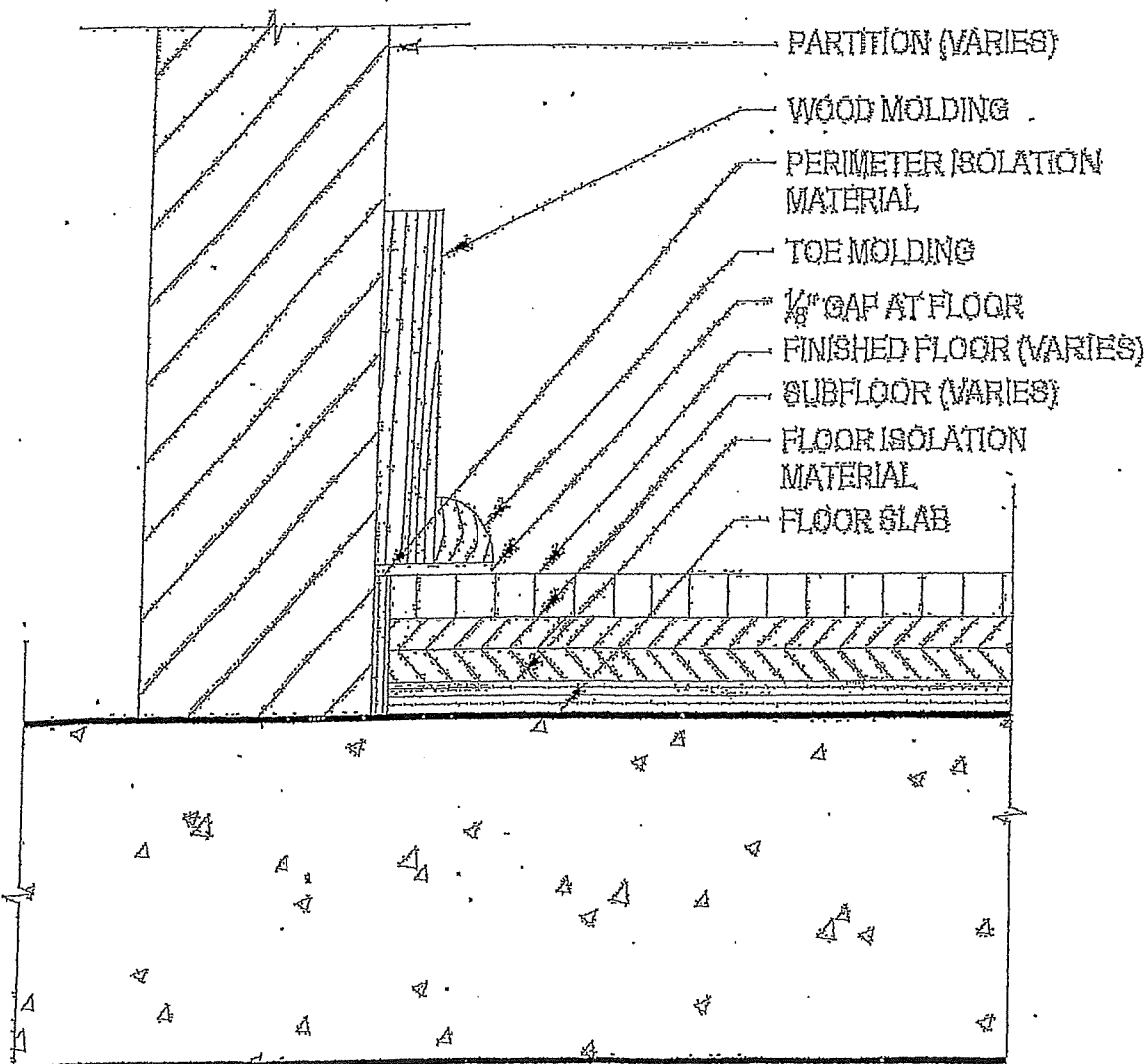
Contractor Name _____

Wood or Laminate Engineered Flooring Noise Abatement Requirements

The flooring plus underlayment, i.e. the material above the concrete slab, must, by itself, meet or exceed an IIC rating of 24.

The flooring material must not touch adjacent walls, studs, cabinets or fixtures.

The flooring material must not touch the baseboard or toe molding maintaining a minimum gap of 1/16 inch. If nails are used to attach the baseboard and molding to the wall the nails must not penetrate through to the finished floor.
(See Floor/Wall Isolation Detail Below)



Date _____ Unit# _____

Company Name _____

Contractor Name _____

Please give this to ALL
contractors working in
your unit.

Plumbers Information

The Towers at Harbor Court Condominium building was
designed with a single stack waste removal system

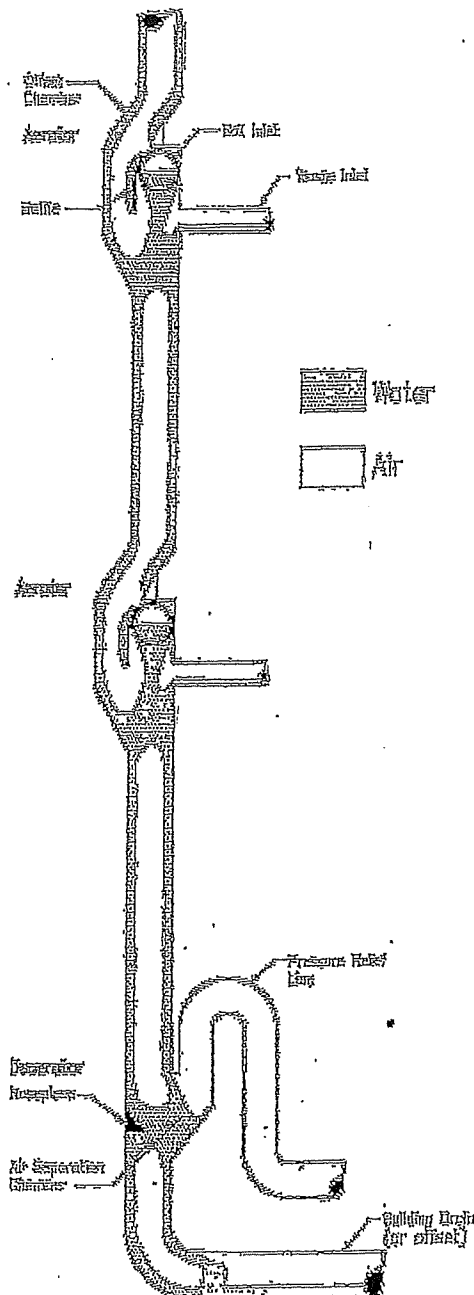
THE CAST IRON SOVENT SYSTEM: HOW IT PERFORMS

The cast iron Sovent is a specially designed single stack soil and waste system using aerator fittings at each floor where soil and waste branches enter the stack and deaerator fittings at the base of the stack. By incorporating these fittings into a single multi-story stack the volume of the drainage is greatly increased over the standard two stack waste and vent system.

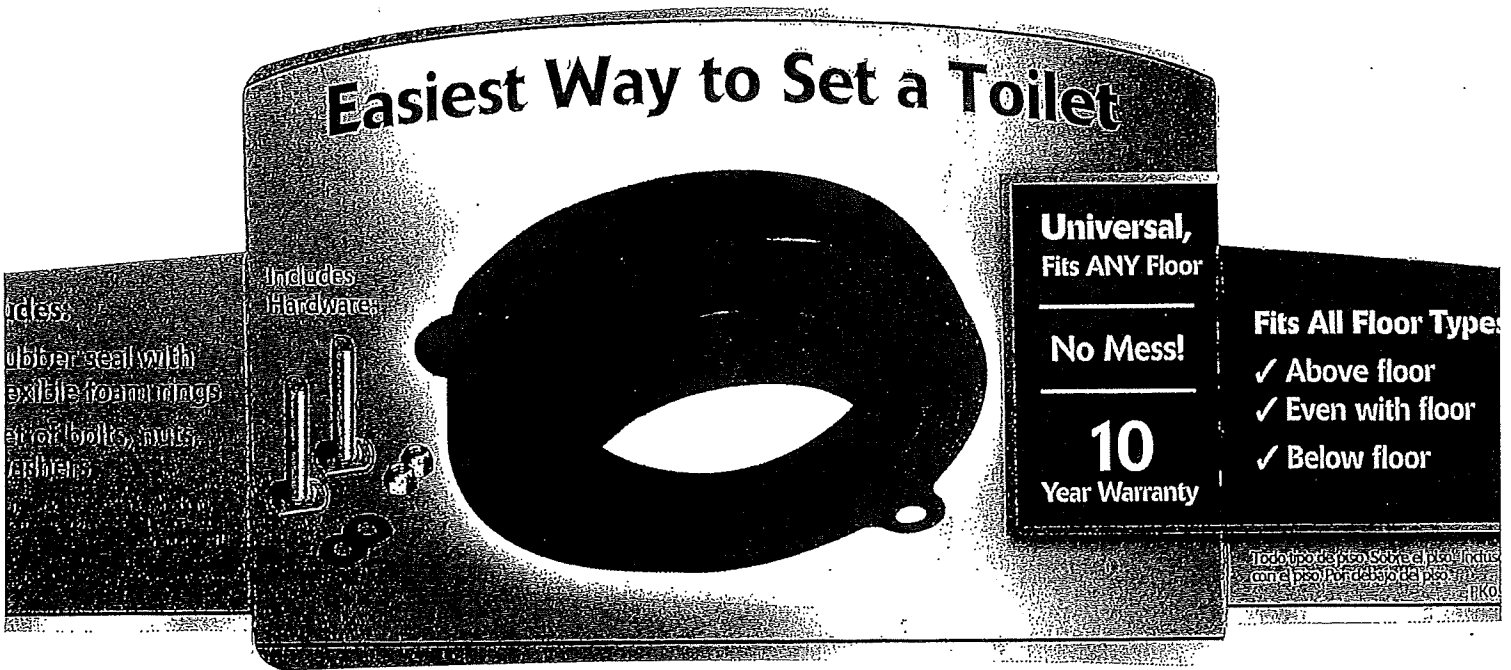
The aerator fitting is designed with an offset chamber that slows the Soil and waste matter at each floor, never allowing it to reach its terminal velocity thus eliminating back pressure.

The deaerator fitting at the base of the stack is designed to eliminate any build up of solids and slows the contents before the change of direction. At the base of the stack the pressure relief line eliminates any pressure build up which might occur. This fitting is designed to assure a smooth drainage flow from the vertical stack into the horizontal drain. The loop in the pressure relief line accommodates "hydraulic jump" that occurs at the base of the stack.

Care needs to be taken when clearing a main line. If a jetter is not an option, run a cable without any cutter head; cutter heads can get caught up on the sovent baffle.



THIS TOILET SEAL MUST BE USED
NO WAX SEALS PERMITTED



THIS TOILET SEAL MUST BE USED
NO WAX SEALS PERMITTED

All drains MUST be hubless cast, PVC waterlines are NOT allowed.