

# **THORNTON WOOD CONDOMINIUM RULES AND REGULATIONS**

## **Table of Contents**

<b>1. RESCISSION OF PRIOR RULES AND REGULATIONS AND EFFECTIVE DATE.....</b>	<b>1</b>
<b>2. PREAMBLE .....</b>	<b>1</b>
<b>3. APPLICABILITY .....</b>	<b>1</b>
<b>4. INTERPRETATION AND DEFINITIONS.....</b>	<b>1</b>
<b>5. COMPLIANCE .....</b>	<b>2</b>
<b>6. PROCEDURES OF ENFORCEMENT .....</b>	<b>2</b>
<b>7. EXPENSES OF ENFORCEMENT.....</b>	<b>2</b>
<b>8. USE RESTRICTIONS .....</b>	<b>2</b>
<b>9. PARKING .....</b>	<b>5</b>
<b>10. TENNIS COURT.....</b>	<b>8</b>
<b>11. SWIMMING POOL .....</b>	<b>9</b>
<b>12. ARCHITECTURAL CONTROL .....</b>	<b>10</b>
<b>13. MAINTENANCE AND REPAIR .....</b>	<b>18</b>
<b>14. EXTERIOR DECORATIONS .....</b>	<b>20</b>
<b>15. GROUNDS.....</b>	<b>21</b>
<b>16. COMMON CHARGES .....</b>	<b>25</b>
<b>17. INSURANCE.....</b>	<b>25</b>
<b>18. ELECTRONIC TRANSMISSION OF NOTICE AND INFORMATION .....</b>	<b>25</b>

## **Appendices**

- Appendix A – Application to Paint or Stain Exterior Surfaces
- Appendix B – Application for Addition, Change or Alteration to Exterior of Unit
- Appendix C – Application to Install Plantings or Otherwise Alter the Common Elements
- Appendix D – Authorization for Direct Debit
- Appendix E – Report of Loss for Insurance Claim
- Appendix F – Authorization for Electronic Transmission of Notice and Information
- Appendix G – Report of Fireplace Inspection and Cleaning, OR Exemption

# **THORNTON WOOD CONDOMINIUM RULES AND REGULATIONS**

THE RULES AND REGULATIONS HEREINAFTER SET FORTH WERE ADOPTED ON MARCH 11, 2015, IN ACCORDANCE WITH SECTION 11-111 OF THE MARYLAND CONDOMINIUM ACT.

## **1. RESCISSION OF PRIOR RULES AND REGULATIONS AND EFFECTIVE DATE**

ALL RULES AND REGULATIONS ADOPTED BY THE THORNTON WOOD CONDOMINIUM PRIOR TO MARCH 11, 2015 ARE HEREBY RESCINDED AND DECLARED NULL AND VOID. THE RULES AND REGULATIONS HEREINAFTER SET FORTH SHALL BE AND ARE THE RULES AND REGULATIONS OF THE THORNTON WOOD CONDOMINIUM EFFECTIVE AS OF MARCH 11, 2015.

## **2. PREAMBLE**

The Rules and Regulations of Thornton Wood Condominium are based upon the principle that fair consideration is to be given the rights and privileges of all owners and residents of Thornton Wood Condominium. Conscientious cooperation by all is essential in order to accomplish efficient maintenance and service, to uphold property values and to provide a harmonious residential atmosphere. The Rules and Regulations are based upon and rely upon the Declaration and By-Laws of Thornton Wood Condominium and pertinent laws of the State of Maryland and Baltimore County.

## **3. APPLICABILITY**

All present and future owners, tenants and residents of Units are subject to and shall comply with the provisions of the Declaration, the By-Laws and the Rules and Regulations as they may be amended from time-to-time. The mere acquisition or rental of any Unit, or the mere act of occupancy of any Unit signifies ratification and acceptance thereof. It is the resident's responsibility to obtain a copy of the Declaration, the By-Laws and Rules and Regulations, to understand and comply with them, and to ensure that all occupants of such resident's Unit adhere to such documents.

## **4. INTERPRETATION AND DEFINITIONS**

It is intended that these Rules and Regulations be interpreted so as to be given their broadest legal breadth. If any Rule or Regulation which would otherwise be legally unenforceable may be interpreted in such a manner as to be enforceable, such interpretation shall be used. Capitalized terms not otherwise defined in these Rules and Regulations shall have the meanings given to such terms in the Declaration and By-Laws.

As used herein, the term “Manager” shall mean the Board of Directors or such other management company as may be employed by the Board of Directors, on behalf of the Council of Unit Owners, from time to time pursuant to the By-Laws to administer the affairs of the Thornton Wood Condominium.

As used herein, the term “Condominium Architect” shall mean an architect engaged or selected by the Board of Directors, on behalf of the Council of Unit Owners, to advise on a particular design issue.

## **5. COMPLIANCE**

Failure to comply with the provisions of the Declaration, the By-Laws and the Rules and Regulations shall be grounds for assessment of penalties and for an action to recover sums due or for injunctive relief by the Board of Directors or, in a proper case, by an aggrieved Unit Owner.

## **6. PROCEDURES OF ENFORCEMENT**

The Thornton Wood Condominium shall comply with applicable Maryland law in the enforcement of these Rules and Regulations.

## **7. EXPENSES OF ENFORCEMENT**

Every Unit Owner shall pay to the Thornton Wood Condominium promptly on demand all fines, penalties, cost and expenses, including reasonable attorney fees incurred by or on behalf of the Thornton Wood Condominium in collecting any delinquent assessments against such Unit Owner, foreclosing its lien therefor, or enforcing any provision of the Condominium Declaration, the By-Laws or these Rules and Regulations against such Unit Owner, tenant or resident of such Unit to the extent permissible by Maryland law.

## **8. USE RESTRICTIONS**

### **8.1. RESIDENTIAL USE**

As provided in the Declaration and By-Laws, each Unit shall be used for single-family residential purposes only.

### **8.2. LEASES**

If any Unit Owner leases his or her Unit, the lease agreement shall be in writing, be subject to the requirements of the Declaration, By-Laws and Rules and Regulations, and be for a minimum initial term of not less than twelve (12) months. The Unit Owner shall provide a copy of such lease to the Board of Directors promptly upon execution.

### 8.3. PROHIBITED USES AND NUISANCES

- 8.3.1. No part of the General or Limited Common Elements shall be used for commercial purposes.
- 8.3.2. No noxious or offensive trade or activity shall be carried on or within the Thornton Wood Condominium or any Unit situate therein, nor shall anything be done therein or thereon which may be or become an annoyance to the neighborhood or the other Unit Owners.
- 8.3.3. Nothing shall be done or maintained in any Unit, or upon any General or Limited Common Element, which will increase the rate of insurance on any Unit or the General or Limited Common Elements, or result in the cancellation thereof, without the prior written approval of the Board of Directors. Nothing shall be done or maintained in any Unit or upon the General or Limited Common Elements which would be in violation of any law.
- 8.3.4. No burning of any trash and no unreasonable or unsightly accumulation of litter, new or used building materials, or trash of any kind shall be permitted in the exterior space of any Unit or upon any General or Limited Common Elements. Trash and recycle containers shall not be permitted to remain in public view, except for no more than two such covered containers on the rear patio or deck or when placed curbside for collection.
- 8.3.5. There shall be no obstruction of or storage upon any General or Limited Common Element, except for vehicular parking upon General and Limited Common Elements pursuant to these Rules and Regulations.
- 8.3.6. No trailer, camper, camp truck, recreational vehicle, house trailer, boat trailer or the like shall be kept upon any Common Elements.
- 8.3.7. Motor vehicle repair work or service of any kind is not permitted on parking facilities or roads except for the washing and waxing of vehicles or emergency repair service required to start vehicles or change tires.
- 8.3.8. The maintenance, keeping, boarding and/or raising of animals, livestock or poultry of any kind, regardless of number, is prohibited within any Unit and upon any Common Element, except that not more than two animals consisting of dog(s), cat(s) or caged bird(s) may be kept as domestic pets, provided that they are not kept, bred or maintained for commercial purposes and provided further that they shall not create a nuisance or otherwise adversely affect Thornton Wood Condominium.
- 8.3.9. Except for such signs as may be posted by the Board of Directors for the safety and benefit of the Unit Owners or otherwise permitted by these Rules and Regulations, no signs of any character (including, but not limited to "For Sale" or "For Rent" signs) shall be erected, posted or displayed upon, in or from, or about any Unit or the General or Limited Common Elements, except as follows:

- 8.3.9.1. Small “OPEN HOUSE” or “OPEN FOR INSPECTION” signs are permitted at the Thornton Wood Condominium entrance, on the grounds or at the Unit entrance. The sign is to be no larger than 6” X 18”. The real estate company is to be instructed to remove the sign if not in conformity. Additional information, i.e. company name, address, etc. is not permitted on the signs.
- 8.3.9.2. When an “OPEN HOUSE” is held for a Unit, the sign may be placed at the Thornton Wood Condominium entrance, on the grounds and at the Unit no earlier than 30 minutes before the start of the open house and must be removed no later than 30 minutes after the open house.
- 8.3.9.3. Small signs no larger than 6” X 6” indicating that a Unit is protected by a security system may be displayed on the storm door and/or a window in the front and/or rear of the property.
- 8.3.10. Without the prior written approval of the Board of Directors, (a) no outside television or radio aerial or antenna or other aerial or antenna, for reception or transmission, including dish antennas, shall be installed or maintained upon any General Common Elements or, for the safety of the Thornton Wood Condominium’s contractors who maintain the Limited Common Elements, the Limited Common Elements, and (b) no dish antenna exceeding one meter in diameter shall be installed or maintained in the exterior space of any Unit. It is the Thornton Wood Condominium’s preference that any aerial or antenna installed wholly in the exterior space of any Unit be placed on the flat portion of the roof.
- 8.3.11. Between 11:00 p.m. and 9:00 a.m. there shall be no loud or unusual noises, and musical instruments, radios, televisions, sound systems, and amplifiers shall be used in such manner as not to disturb other Unit Owners.
- 8.3.12. Electric or invisible fences are not permitted in the Common Elements.
- 8.4. USE OF TERRACES (REAR PATIOS), DECKS AND OTHER EXTERIOR AREAS
  - 8.4.1. Patios and decks are not to be used for storage, other than for storage of grills, outdoor furniture, wood, hoses, garden equipment and no more than two covered trash containers.
  - 8.4.2. Except as may be otherwise specifically approved by the Board of Directors, firewood must be stored neatly on the rear patio of the Unit. The Common Elements may not be used for the storage of wood. To avoid the nesting of rodents, firewood must be stacked on raised platforms.
  - 8.4.3. No motorcycle, minibike or similar powered motor vehicle shall be placed on any patio.

8.4.4. Storage of articles of any kind (other than vehicular parking in accordance with these Rules and Regulations) is not permitted in front of a Unit. Bicycles, toys, chairs or other articles used during daylight hours must be taken indoors at dark.

8.4.5. Rugs, garments or other objects are not to be hung from windows, terraces (patios) or decks.

#### 8.5. PETS

8.5.1. All dogs and cats must be kept inside their respective Owner's Unit or upon the Unit's Limited Common Elements and may be walked on the General Common Elements only if held or on a leash. No dog or other pet shall be allowed to roam unleashed in Thornton Wood Condominium.

8.5.2. All pet owners shall clean up and properly dispose of the droppings of their pets.

8.5.3. All Baltimore County laws applicable to pets are adopted as a rule of Thornton Wood Condominium.

8.5.4. Pets may not be tied to trees or otherwise tethered in the Common Elements.

#### 8.6. TRASH DISPOSAL

8.6.1. Trash and recyclables for collection must be placed curbside for pick-up.

8.6.2. Trash and recyclables shall not be placed in front of a Unit until after 6:00 p.m. of the evening prior to the date of collection.

8.6.3. Any trash or discarded household goods which are refused by the trash collectors because of size, weight, or unsuitability for normal trash pick-up or processing are the responsibility of the Unit resident for immediate removal.

#### 8.7. CONTRACTOR QUIET HOURS

All work performed by contractors hired by any Thornton Wood Condominium Unit Owner or resident should be performed Monday-Friday between the hours of 7:30 a.m. and 5 p.m., and on Saturday from 8 a.m. until 3 p.m. Exceptions (such as weekend work outside of the indicated hours) to this rule require permission from the President or Vice President of the Board of Directors. Emergency work may be excluded from this regulation.

### 9. PARKING

9.1. These Rules and Regulations have been adopted for the purpose of making the best use of our limited parking spaces for the benefit of all residents. All should be mindful and considerate of neighbors and cooperate by observing these important Rules and

Regulations. Thornton Wood Condominium roads are too narrow for curbside parking. Curbside parking makes entry and exit from parking spaces difficult. In addition, vehicles parked curbside interfere with trash collection, leaf cleaning in the fall and snow removal in the winter.

- 9.2. Each Unit of Thornton Wood Condominium without a garage has two assigned parking spaces. Each Unit of Thornton Wood Condominium with a garage has one assigned parking space. Unless otherwise authorized by the Board of Directors or privately agreed between Unit Owners, residents shall use only the parking spaces assigned to their Unit.
- 9.3. Visitor parking spaces are for the temporary intermittent use by bona fide visitors of Unit residents. No vehicle shall be parked in a visitor parking space on any other basis without authorization from the Board of Directors.
- 9.4. Except for intermittent temporary occasions, extending in each instance for not more than five hours, residents shall not park any vehicle curbside. No vehicles shall be parked curbside overnight.
- 9.5. No moving vans, trucks, trailers, panel vans or commercial vehicles of any kind shall be parked overnight anywhere in the Condominium without the prior authorization of the Board of Directors. Sport utility vehicles (SUVs) used by residents and guests as non-commercial passenger vehicles may be parked overnight in designated spaces even if such vehicles are licensed as trucks by the Maryland Motor Vehicle Administration or other state regulating agency.
- 9.6. All motor vehicles shall display current license tags and be operable. A motor vehicle is deemed inoperable unless it contains all parts and equipment, including properly inflated tires, in such good condition and repair as may be necessary for any person to operate the same on a public highway in accordance with Maryland law.
- 9.7. Upon receipt of a written complaint from a resident that any resident is parking a vehicle in violation of these Rules and Regulations, the Manager shall send a written notice of the complaint to the resident complained against with a request that such resident comply with these Rules and Regulations. In the event that the Manager, within 30 days of its notice to the resident complained against, shall receive a subsequent written complaint from any resident that the resident complained against continues to violate these Rules and Regulations, the Manager shall send a written notice to the resident complained against notifying such resident of such complaint and further notifying him or her that continued violation may result in fines as set forth in the By-Laws and/or such other sanctions as shall be deemed appropriate by the Board of Directors, including without limitation, the towing of the vehicle at the owner's risk and expense.
- 9.8. All complaints by residents of violations of these Rules and Regulations shall be addressed to the Manager. All notices from the Board of Directors or the Manager to any resident pursuant to these Rules and Regulations shall be sent to such resident at his/her Thornton Wood address by U.S. mail, postage pre-paid.



- 9.9. Residents are responsible for informing guests of the parking requirements and insuring their compliance therewith.

## 10. TENNIS COURT

### 10.1. FACILITY

The tennis court is for the use of Thornton Wood residents only. Guests may use the court when accompanied by a Thornton Wood resident.

### 10.2. START/END TIMES

Summer (Memorial Day – Labor Day)      8:00 AM / 8:30 PM

Fall & Spring      9:00 AM / 7:30 PM

### 10.3. COURT SIGN-IN

The court is available for reservation on a first come, first serve basis for up to a two-hour reserved time on weekends and holidays by using the sign-up board. No reservation is required for weekday play. Residents must notify the Tennis Chairperson in advance if any guests will be using the tennis court unaccompanied by the resident.

### 10.4. RESIDENTS WAITING

If players are waiting to play, those playing shall surrender the court after playing the best two out of three sets, or at the end of 2 hours of play, whichever comes first.

### 10.5. JUNIORS

Younger residents (those under 18) must give way to adult residents on weekends, holidays, and after 6:00 pm on weekdays, unless playing with an adult resident.

### 10.6. APPAREL

**Smooth-soled tennis shoes** must be worn by all players. Shirts must be worn at all times.

### 10.7. COURT MAINTENANCE & USE—TENNIS ONLY

10.7.1. Players must leave the court in good condition on completion of play and dispose of all trash in the provided receptacle. **Please be respectful of the adjoining residents and keep yelling and screaming to a minimum.**

10.7.2. The court surface is a soft surface to be used for tennis only. Activities or use of equipment such as skate boards, bicycles, tricycles, in-line skating, basketball, hockey, and soccer are prohibited because they will increase the wear and tear of the court surface.

10.7.3. Players should be prepared to allow grounds maintenance personnel to clean the court during times when the maintenance contractor is completing the weekly routine.

## **11. SWIMMING POOL**

11.1. The pool opens during the last week in May and closes on Labor Day of each year. The specific dates and hours will be set each year by the Board of Directors, and notice will be given to all residents.

### **11.2. General Policies**

11.2.1. Only employees of the pool manager are permitted to access the filtration and disinfectant systems of the pool.

11.2.2. The lifeguard must be on duty and the pool officially open before any user is allowed in the water.

11.2.3. The gate is to be kept closed at all times.

11.2.4. Pets are not allowed within the pool enclosure.

11.2.5. Personal furniture may not be brought into the pool area.

11.2.6. All accidents and injuries must be reported immediately to the lifeguard. A first aid kit is available in the pool house for use within the pool enclosure.

11.2.7. Glass containers and bottles are not permitted in the pool area. Food and beverages are not permitted in the pool itself. All trash must be disposed of in a trash container.

11.2.8. Requests for private parties must be presented for approval to the Pool Chairperson in writing, at least 15 days in advance.

11.2.9. Requests to use charcoal or gas grills should be presented for approval to the Pool Chairperson, at least 15 days in advance.

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

11.2.11. The pool may be closed at any time due to mechanical breakdown, operational difficulties or inclement weather. The decision is at the sole discretion of the lifeguard.

11.2.12. All swimmers will exit the pool at the lifeguard's request.

### **11.3. General Health and Safety Regulations.**

11.3.1. Children who are not toilet trained must wear swim diapers in the swimming pool. In the event of fecal contamination, the pool will be closed in accordance with Health Department regulations.

11.3.2. Running, tag, ball-games, horseplay, etc. are not permitted within the pool enclosure.

- 11.3.3. Diving into the pool is not permitted. The pool shall be entered feet first.
- 11.3.4. Children under the age of 10 years must be accompanied by an adult in the pool area.
- 11.3.5. Children under the age of 12 years must pass a swimming test administered by the lifeguard in order to swim in the pool unaccompanied by an adult and must have acceptable behavior to remain in the pool enclosure. If a child is unable to behave or swim, he or she will be asked by the lifeguard to leave the pool enclosure. They may return only accompanied by an adult. Parents are responsible for the behavior of their children.

#### 11.4. Guest Policy

At all times, residents assume full responsibility for their guests. All residents and guests must sign in with the lifeguard upon arrival. All residents must introduce their guests to the lifeguard, and in the case of long-term guest(s), the lifeguard shall record the names of the guests along with the inclusive dates of stay. Under no circumstances will long-term guests be allowed to bring additional guests.

- 11.5. The lifeguard has full responsibility and authority to control the use of the pool and to direct the behavior of members and guests for the safe enjoyment and use of the pool.

## **12. ARCHITECTURAL CONTROL**

### 12.1. PURPOSE

To maintain the Georgetown-colonial style of the original architectural design of the Thornton Wood Condominium and to provide a mechanism for residents to be in compliance with the requirements of the Declaration, the By-Laws and the Rules and Regulations concerning exterior modifications, alterations and improvements.

### 12.2. POLICY

- 12.2.1. Any contemplated addition to, change in the appearance of or alteration to the exterior of a Unit requires the written approval of the Board of Directors.
- 12.2.2. The Board of Directors shall establish, revise and administer as needed appropriate Architectural Guidelines.
- 12.2.3. Requests for changes shall be on one of the following specifically designated application forms (attached as Appendices hereto) and records of all requests shall be maintained by the Manager:

Appendix A – Application to Paint or Stain Exterior Surfaces

## Appendix B – Application for Addition, Change or Alteration to Exterior of Unit

### 12.3. PROCEDURE

- 12.3.1. The Unit Owner (the “Applicant”) should complete the designated forms in triplicate (including attachments) and forward two copies of the forms to the Manager and retain one copy for the Applicant’s records.
- 12.3.2. The forms and attachments shall be forwarded by the Manager to the Buildings and Roads Chairperson who shall review for compliance with the Rules and Regulations and the Architectural Guidelines and recommend to the Board of Directors for approval or disapproval.
- 12.3.3. The Board of Directors shall consider each application at the next regularly scheduled meeting of the Board of Directors after notification that the Buildings and Roads Chairperson is ready with a recommendation. The Applicant is permitted to attend the meeting. The decision of the Board of Directors shall be recorded in the minutes of such meeting. Upon approval or disapproval by the Board of Directors, one original of the form evidencing the decision of the Board of Directors shall be returned to the Applicant.
- 12.3.4. Work shall not begin until the Board of Directors has approved the application and returned the approved form and attachments to the Applicant.
- 12.3.5. Upon completion of the proposed change(s), the Thornton Wood Condominium is released for all time from any liability or responsibility for that which was changed. Thereafter, it is the Applicant’s and all successor Unit Owners’ responsibility to maintain, repair, and/or replace the changed feature(s).

### 12.4. MODIFICATIONS, ALTERATIONS OR IMPROVEMENTS

**UNLESS OTHERWISE PROVIDED IN THESE RULES AND REGULATIONS, EACH ADDITION TO, CHANGE IN THE APPEARANCE OF OR ALTERATION TO THE EXTERIOR OF A UNIT REQUIRES SUBMISSION OF AN INDIVIDUAL APPLICATION TO THE MANAGER FOR APPROVAL BY THE BOARD OF DIRECTORS.**

#### 12.4.1. PAINTING OR STAINING OF EXTERIOR SURFACES

- 12.4.1.1. The Thornton Wood Condominium has six approved paint charts for the painting of exterior surfaces on the seven exterior skin combinations:
  - a. Brick with Slate-Shingled Roof
  - b. Brick with Green Painted-Metal Roof
  - c. Brick with Red Painted-Metal Roof (*no specific paint chart, so either of the other brick paint charts may be used*)
  - d. White Stucco with Red Painted-Metal Roof

- e. White Stucco with Green Painted-Metal Roof
- f. White Stucco with Slate-Shingled Roof
- g. Beige Stucco with Slate-Shingled Roof

12.4.1.2. The paint charts may be obtained from the Buildings and Roads Chairperson. The color combinations on the paint charts were developed to maintain the high standards of the original architectural design and appearance of the Townhouses. Unit Owners should choose colors from the paint chart applicable to their respective Unit; however, the Board of Directors has discretion to approve alternative color selections if it finds such selections to be consistent with the Georgetown-colonial design of the Townhouses and complementary with adjoining Units.

12.4.1.3. Under no circumstances shall owners or contractors apply paint to the paint charts in an effort to match the paints. Residents will be charged \$100.00 for any chart that has paint applied to it or notes added to it. All charts must be returned within one week after receipt from the Buildings and Roads Chairperson.

12.4.1.4. Paints and stains for the decks are not included on the paint charts, but must also be approved by the Board of Directors, which will consider harmony with other painted surfaces on the Unit and the decks of the adjoining Unit(s). Main level and bedroom decks must be painted or stained the same color. Iron railings must be painted black unless otherwise approved by the Board of Directors.

12.4.1.5. Procedures to be followed by each Unit Owner in the painting or staining of the exterior surfaces of his or her Unit (except touch-up painting or staining using a previously approved paint or stain color) are as follows:

12.4.1.5.1. Before proceeding, obtain the applicable Paint Chart from the Buildings and Roads Chairperson, complete and submit two copies of the Application to Paint or Stain Exterior Surfaces to the Manager for approval by the Board of Directors and retain a third copy for your records.

12.4.1.5.2. Upon receipt of an approved Application to Paint or Stain Exterior Surfaces, the colors approved by the Board of Directors shall be applied to the building elements as follows:

<b><u>Element</u></b>	<b><u>Brick Units</u></b>	<b><u>Stucco Units</u></b>
Front Door	Front Door/Shutter Color	Front Door/Shutter Color

<b><u>Element</u></b>	<b><u>Brick Units</u></b>	<b><u>Stucco Units</u></b>
Garage Door	Front Door/Shutter Color or Trim Color	Stucco Color or Front Door/Shutter Color or Trim Color
Bedroom Balcony Door	Trim Color	Trim Color
Storm Doors	Color of door it covers	Color of door it covers
Sliders and Three-Panel Glass Doors	Trim Color	Trim Color
Door Frames/Pediments	Trim Color	Trim Color
Transom Window Frames over Doors	Trim Color	Trim Color
Window Frames and Sash	Trim Color	Trim Color
Window Muntins/Grids	Trim Color	Trim Color
Window Screen Frames	Trim Color	Trim Color
Shutters	Front Door/Shutter Color	Front Door/Shutter Color
Fascia Boards	Trim Color	Trim Color
Gutters	Trim Color	Trim Color or Stucco Color
Downspouts (and other vertical conduits)	Trim Color	Stucco Color
Wood Paneling/Siding on Bedroom Balcony	Trim Color	Trim Color or Stucco Color

12.4.1.5.3. Notwithstanding the foregoing, storm doors, storm windows, screen holders, screen frames and window muntins (grids) may be left with their factory baked finish if the Board of Directors approves the finish color prior to installation as closely approximating the applicable element color (according to the above chart) previously approved by the Board of Directors.

## 12.4.2. DOORS

### 12.4.2.1. STORM AND SCREEN DOORS

12.4.2.1.1. The storm doors for the front of the Unit shall be of clear glass or screen as approved upon application to the Board of Directors prior to installation.

12.4.2.1.2. Any type of door may be used for the storm door to the bedroom deck.

#### 12.4.2.2. MAIN FRONT EXTERIOR DOORS

The main front exterior door must be a six-panel design painted a solid color that matches the shutter color approved by the Board of Directors.

#### 12.4.2.3. REAR PATIO AND DECK DOORS

12.4.2.3.1. Rear patio and main level deck doors are to be replaced with clear glass doors, with or without glass transom windows or muntins.

12.4.2.3.2. Doors and screen frames may be wood or vinyl clad but must have a finish color approved by the Board of Directors as closely approximating the approved trim color for the Unit or be painted the trim color of the Unit approved by the Board of Directors.

#### 12.4.3. WINDOWS

12.4.3.1. Replacement windows may be either wood or vinyl clad; provided, however, that all windows frames, sashes and muntins (grids) must have a finish color approved by the Board of Directors as closely approximating the trim color for the Unit approved by the Board of Directors or be painted the trim color of the Unit approved by the Board of Directors.

12.4.3.2. Muntins must remain in all windows.

#### 12.4.4. MAIN LEVEL REAR DECKS

12.4.4.1. Raised decks off the main level should not extend more than eight (8) feet six (6) inches from the deck door. Notwithstanding the foregoing, the Board of Directors may approve reasonable extensions of such limit, provided the deck does not obstruct the light or view of other units in the building block and is harmonious with the deck extensions of other units in the building block.

12.4.4.2. Where there is a visual consideration between neighbors, a privacy screen must be erected not more than six (6) feet in height. Privacy screens should be installed so that the screen aligns with the Unit's



projection from the party wall or as otherwise approved by the Board of Directors and the Owner(s) of the adjacent Unit(s).

- 12.4.4.3. Access between the lower terrace (patio) and the main level rear deck may be achieved by use of a stairway.
- 12.4.4.4. Written approval must be obtained from both adjacent Unit Owners prior to submission of any plans. If an adjoining Unit is sold before construction is started, the new Owner's written approval must be obtained.
- 12.4.4.5. Each application must be submitted with drawings for review that include a floor plan, front elevation and side elevation. The plan view must show the adjacent home(s) in sufficient detail so that the impact on the residents of those homes may be determined. Plans and specifications must show details of construction including the rail, the privacy screen, a list of materials to be used and how the deck will be secured to the building.
- 12.4.4.6. The drawings, plans and specifications (including materials to be used), together with the written approvals from adjoining Unit Owners, must be submitted to the Manager. The Manager will forward the proposal to the Buildings and Roads Chairperson, who in consultation with the Buildings and Road Committee will examine the proposal and determine whether an opinion from the Condominium Architect is required. If so, the Applicant is to submit the drawings, plans and specifications to the Condominium Architect, at the Applicant's expense. Final approval is granted by the Board of Directors and not by the Buildings and Roads Committee or Chairperson, the Manager or any architect. The Board of Directors may require the Condominium Architect's review of the completed project.

#### 12.4.5. TERRACES (REAR PATIOS)

- 12.4.5.1. Except as provided in these Rules and Regulations, no Unit Owner may construct a patio or other improvement which extends beyond the boundary of his or her Unit described in the Declaration.
- 12.4.5.2. Each Unit Owner will be permitted to build, at ground level, a patio extending beyond the 12-foot line up to an additional 8 feet (the "Extension Area"), provided such patio (the "Improvement") is first approved by the Board of Directors under the procedure outlined in this Section 12.4.5.
- 12.4.5.3. The Applicant must submit to the Manager a written proposal, setting forth a plan for the Improvement which includes:

- a. Scale plans and drawings of the proposed Improvement;
  - b. Specifications of the construction and list of materials to be used;
  - c. Written approvals from adjoining Unit Owners;
  - d. The name of the Contractor;
  - e. A written waiver by the Contractor of all rights to file a lien against the Common Elements; and
  - f. An agreement to pay the fee for the Condominium Architect or other expert if the Board of Directors determines that it needs an architect or other expert to review the submission and/or the completed Improvement
- 12.4.5.4. The Manager will forward the proposal to the Buildings and Roads Chairperson, who in consultation with the Buildings and Road Committee will examine the proposal and determine whether an opinion from the Condominium Architect is required. If so, the Applicant shall submit the drawings, plans and specifications to the Condominium Architect, at the Applicant's expense. The Board of Directors may, in its discretion, also require the Condominium Architect's approval of the completed Improvement.
- 12.4.5.5. If the Board of Directors, in its absolute discretion, approves the application, it will execute for recording among the Land Records of Baltimore County, at the Applicant's sole expense, a written Revocable License Agreement, satisfactory to counsel to the Board of Directors as to form and substance, granting a revocable license to the Applicant to build the Improvement pursuant to the approved plan, subject to revocation by the Board of Directors at any time if:
- a. The Improvement is not in fact built in accordance with the approved plan;
  - b. The Applicant or his or her successors in title fail to maintain the Improvement and keep the same in good order and repair; or
  - c. Soil erosion, utility requirements or any other change in circumstances (not including reconsideration of the aesthetics of the Improvement) render such revocation to be in the best interest of the Unit Owners, as determined by the Board of Directors in its absolute and nonreviewable discretion.
- 12.4.5.6. Prior to recordation, the Applicant shall sign the Revocable License Agreement to evidence his or her agreement on behalf of himself or herself and his or her successors in title:
- a. to the above terms and conditions of the license;
  - b. to remove the Improvement and restore the Extension Area to the condition it was immediately prior to the construction of the

Improvement, all at his or her expense, within 60 days of receiving written notification from the Board of Directors that the license is revoked; and

- c. that if the Improvement is not removed and the Extension Area not restored within such 60 day-period, the Board of Directors shall have the right to cause such removal and restoration at the Unit Owner's expense and to record a lien, enforceable under the Maryland Contract Lien Act, against the Unit in question for the payment of such costs.

#### 12.4.6. PRIVACY WALLS

- 12.4.6.1. A "privacy wall" means an exterior wall that is neither a party wall nor an extension referred to in Section II of the Declaration, that separates the rear exterior portion of a Unit from another Unit or from the Common Elements, and that is no higher than eight (8) feet above ground.

- 12.4.6.2. The following rules apply to privacy walls:

- 12.4.6.2.1. Privacy walls may be no more than eight (8) feet in height above ground and shall be connected to existing projections of the party walls. Privacy walls may not extend beyond the boundaries of a Unit into the Common Elements, unless the Rules and Regulations in Section 12.4.5. for TERRACES (REAR PATIOS) are followed with respect to the limits of such extensions and the execution of a written Revocable License Agreement for recording among the Land Records of Baltimore County, as described in Section 12.4.5. TERRACES (REAR PATIOS).

- 12.4.6.2.2. Each application for approval of construction of a privacy wall must include elevation drawing(s) and plans and specifications (including details of footers, structural supports and connections) and must specify the materials to be used and the name of the proposed contractor.

- 12.4.6.2.3. Privacy walls between two units must match the exterior material (i.e. brick or stucco), color and texture of the projection to which it is connected and shall be flush with such projection. The application for approval shall be accompanied by the written consent of the unit owner(s) on the other side of the proposed wall. Maintenance (as set out in section 13.3) is the sole responsibility of the applicant; and in the exercise of that duty, the adjacent unit owner(s), as part of their consent, thereby gives to the

applicant reasonable access for the purpose of repair and maintenance of the privacy wall and restoration of the consenting unit owners' property to its original condition.

12.4.6.2.4. Privacy walls between one Unit and the Common Elements must match the exterior material of the Unit (i.e. brick or stucco).

12.4.6.2.5. The drawings, plans and specifications (including details of footers, structural supports, connections, and materials to be used), together with the maintenance agreement and written approval of the adjacent Unit Owner, if applicable, must be submitted to the Manager. The Manager will forward the proposal to the Buildings and Roads Chairperson, who in consultation with the Buildings and Roads Committee will review the proposal and determine whether an opinion from the Condominium Architect is necessary. If so, the Applicant will submit the drawings, plans and specifications to the Condominium Architect. The Applicant shall bear the entire cost of the production and reproduction of all plans and specifications relating to the proposed wall and shall pay the cost of the review and report of the Condominium Architect. Final approval may be granted only by the Board of Directors and not by the Manager, the Buildings and Roads Committee or Chairperson, or any architect. The Board of Directors may require the Condominium Architect's review of the completed project.

## **13. MAINTENANCE AND REPAIR**

### **13.1. GUTTERS AND DOWNSPOUTS**

13.1.1. While the maintenance and repair responsibility for gutters and downspouts resides with the Unit Owner, the importance of regular cleaning impacts not only the Unit Owner, but neighbors as well. Accordingly, the Thornton Wood Condominium may contract biannually, in Spring and again in Fall, for the community-wide cleaning of gutters and downspouts. The cost of this service is the responsibility of the separate Unit Owners who elect to participate.

13.1.2. Unit Owners shall be notified in advance of the service and the cost of the service. Unit Owners may opt out of any single service by notifying the Manager. In addition, any Unit Owner who does not deliver payment for the service to the Manager prior to the planned date of service will be deemed to have elected to opt out of the service. Unit Owners choosing to opt out then have 15 days from the

planned date of service to present to the Manager certifiable proof of payment for cleaning of gutters and downspouts. Upon failure to provide adequate proof that the work has been done, the Thornton Wood Condominium may then, in its sole discretion, have the gutters and downspouts inspected and cleaned, as necessary, with all costs assessed to the defaulting Unit Owner(s).

- 13.1.3. Where appropriate gutter protections have been installed (covers, etc.) designed to prevent the entrance of leaves and debris into the gutter, such gutters are exempt from the above evidence of cleaning requirement if evidence of the installation of such gutter protections has been delivered to the Manager; however, Unit Owners remain responsible for any and all effects of gutter and/or downspout failure.
- 13.1.4. Should a Unit Owner have a complaint regarding the service so rendered, such complaint must be presented to the Manager, within five (5) business days after the next meaningful rainfall. Failure to register a complaint within this time shall constitute full acceptance of the service.

## 13.2. RETAINING WALLS

- 13.2.1. Retaining walls are those elements erected as a means to support or prevent the advance of a mass of earth or water.
- 13.2.2. Retaining walls are erected for the benefit of Units within which boundaries they fall and for the benefit of the common ownership to the extent such walls lie within the Common Elements. The responsibility for maintenance, repair, and replacement shall be shared as follows:
  - 13.2.2.1. The total cost of any item of maintenance, repair or replacement to such walls shall be allocated based on the lineal footage of the entire wall and apportioned to the common ownership and adjacent Unit Owners pro rata, based on the length of the wall existing within their respective boundaries at the allocated cost per foot with each Unit Owner responsible for one-half of the cost for that portion within the Unit boundaries.
  - 13.2.2.2. Retaining walls shall be considered an undivided whole, no part of which can be deconstructed without impacting the whole.
  - 13.2.2.3. Such repairs and maintenance shall be considered as benefiting the adjacent Units and common ownership without differentiation of benefit.
  - 13.2.2.4. No consideration shall be given to the condition of the wall within the Unit boundaries, as opposed to the condition of the wall within the Common Element.

### 13.3. PRIVACY WALLS

Each unit owner whose unit contains a privacy wall (as defined in Section 12.4.6.1), separating such unit from the common elements and/or the adjacent unit, shall in accordance with Section H(b) of the Declaration, be responsible for the maintenance and repair of such wall.

### 13.4. FIREPLACE/CHIMNEY INSPECTION AND CLEANING, OR EXEMPTION

*(Note: This section was submitted to the Council of Unit Owners for review, and subsequently approved by the Board of Directors, at the May 3, 2018, Annual Meeting per SECTION 11-111 OF THE MARYLAND CONDOMINIUM ACT.)*

- 13.4.1. All Unit owners are required to provide a signed statement every two years, which verifies that each fireplace and chimney have been professionally inspected and, if necessary, cleaned. A copy of such statement shall be forwarded to the Managing Agent. (See Attachment G, "REPORT OF FIREPLACE INSPECTION AND CLEANING, OR EXEMPTION")
- 13.4.2. Any recommended repairs or other maintenance arising from such inspections are the responsibility of the owner(s) and must be addressed in a timely manner. Issues involving shared elements (i.e., rooftop chimney stack,) are the joint responsibility of the owners involved.
- 13.4.3. In the event a fireplace(s) is(are) not being used, Owners are exempt from this rule, provided there is a statement to that effect on file with the Managing Agent. If such owner uses their fireplace this exemption is revoked.
- 13.4.4. The first required cleaning must be completed by June 30, 2017, unless done within the past six months, with appropriate evidence provided.

## 14. EXTERIOR DECORATIONS

- 14.1. Exterior decorations or other personal items (flags, wreaths, garlands, etc.) placed on the surface of a Unit that do not project into or over the Common Elements are, within reason, permitted. Other objects placed on or over the Common Elements, especially when seen from the road, are not permitted without the written approval of the Board of Directors.
- 14.2. In an effort to accommodate holiday decorations, each Unit Owner may, without prior approval:
  - a. place small white lights in trees or shrubs in the front and at the rear of the Unit, or in the rough;
  - b. place potted plants on the front steps;

- c. place wreaths, garlands, and other natural appearing decorations on the Unit, windows, and doors, so long as they do not significantly project onto or over the Common Elements; and
- d. place one white spot or flood light in the Common Elements at the front of the Unit for the purpose of illuminating the front of the Unit (such lights should be extinguished by 11 p.m.).

## **15. GROUNDS**

### **15.1. GENERAL RULES**

- 15.1.1. Except as otherwise provided in these Rules and Regulations, no Unit Owner may plant in or otherwise alter the Common Elements, including those Common Elements adjacent to his/her Unit, without the prior approval of the Board of Directors. Each request by a Unit Owner to alter the Common Elements shall be submitted in duplicate to the Manager, with such plans, drawings, specifications and materials to be used, the name of the proposed contractor and other detail as the Manager and/or Board of Directors may deem appropriate for its review of the work to be done. The Manager will deliver a copy of each such request and make its recommendation to the Board of Directors for its consideration and action. All properly submitted requests will be acted upon at the next scheduled meeting of the Board of Directors. Unless otherwise approved by the Board of Directors, any project approved but not begun within six months from the date of approval will automatically expire and must be resubmitted.
- 15.1.2. All plantings and alterations to the Common Elements made by a Unit Owner as approved by the Board of Directors shall be maintained (excluding watering) by Thornton Wood Condominium and may be removed and replaced by Thornton Wood Condominium at the discretion of the Board of Directors.
- 15.1.3. From time to time the Manager may determine that plantings or alterations should be made or removed with or without replacement, and such work shall be done at the expense of Thornton Wood Condominium. All such determinations of the Manager shall be submitted as recommendations to the Board of Directors for its consideration and action. No action shall be taken except as may be approved by the Board of Directors.
- 15.1.4. The Manager shall not submit any recommendation to the Board of Directors unless and until the Manager has consulted and reviewed the Committee's recommendation with the affected Unit Owner(s).
- 15.1.5. All requests by a Unit Owner for removal of plants or new plantings or other alterations to the Common Elements shall be made pursuant to the following procedures and be subject to the following conditions:

- 15.1.5.1. All requests by a Unit Owner to install plantings or to make other alterations to the Common Elements at the Unit Owner's expense shall be made by completing the "Application to Install Plantings or Otherwise Alter the Common Elements" (see Appendix C) and submitting two copies of the Application to the Manager, together with (i) Plans and Drawings, (ii) Specifications and Materials to be used, and (iii) Names of proposed Landscapers or other Contractors.
- 15.1.5.2. The Unit Owner shall also submit to the Manager such additional details as the Manager and/or Board of Directors may deem appropriate for its review of the request.
- 15.1.5.3. The criteria for a favorable recommendation to the Board of Directors shall be predicated on the Unit Owner selecting tried-and-true specimens, so that the Thornton Wood Condominium's landscape contractors may uniformly and efficiently maintain such material in a cost-effective manner.
- 15.1.5.4. Upon completion of its review, the Manager shall submit its recommendation to the Board of Directors for consideration and action. No action shall be taken except as may be approved by the Board of Directors. Prior to the submission of the Manager's recommendation to the Board of Directors, the Manager shall consult and review the recommendation with the Unit Owner(s).

## 15.2. PLANT MATERIALS PRE-APPROVED FOR FRONT OF UNITS

- 15.2.1. The Board of Directors has the authority to designate from time to time the plantings allowed for the fronts of Units. Plantings so designated do not require prior approval.
- 15.2.2. SUBJECT TO CHANGE, THE BOARD OF DIRECTORS HAS DESIGNATED THAT THE FOLLOWING SPECIMENS MAY BE PLANTED IN FRONT OF ANY UNIT AT THE UNIT OWNER'S EXPENSE WITHOUT PRIOR APPROVAL.

Ageratum	Marigold
Begonia	Melampodium
Celosia (cocks comb)	Pansies
Coleus	Petunias
Crossandra	Portulaca (Mexican Roses)
Daffodils	Primrose
Dahlia	Rudbeckia (Black Eyed Susans)
Daisies (all varieties)	Salvia
Geraniums	Snap Dragon



Impatiens	Tulips
Jonquils	Verbena
Lantana	Zinnia
Liriope	

No vines of any kind are to be planted!

### 15.3. PLANT MATERIALS PRE-APPROVED FOR ROUGH/REAR/WOODED AREAS

15.3.1. The Board of Directors has the authority to designate from time to time, the plantings allowed for the rough/rear/wooded area which do not require prior approval.

15.3.2. SUBJECT TO CHANGE THE BOARD OF DIRECTORS HAS DESIGNATED THE FOLLOWING SPECIMENS FOR PLANTING IN THE ROUGH/REAR/WOODED AREAS AT THE PLANTING UNIT OWNER'S EXPENSE WITHOUT PRIOR APPROVAL.

#### ALL ANNUALS

##### GROUND COVER

Ajuga	Hosta	Sweet Woodruff
Allium	Lily of the Valley	Vinca
Alyssum	Pachysandra	Viola
Creeping Phlox	Plumbago	Wild Ginger
Christmas Rose	Primrose	Wintergreen
False Lamium	St. John's Wort	Woodland Phlox
Ferns	Sarcocca	

##### BULBS

Anemone	Grape Hyacinths	Narcissus
Crocus	Iris	Scilla
Daffodils	Jonquils	Snow Drops
Daylily		

##### PERENNIAL

Astilbe	Ferns	Liatris
Black-Eyed Susan	Forget-me-not	Liriope
Bleeding Heart	Grasses	Sedum
Candytuft	Heather	Shasta Daisy
Columbine	Jacob's Ladder	Trillium
English Lavender		

##### SHRUBS

Andromeda	Mahonia Bealei	Rose of Sharon
Azalea	Mock Orange	Spirea

Cotoneaster  
Forsythia  
Lilac

Mountain Laurel-Pink  
Rhododendron

Viburnum  
Weigela

**TREES**

American Beech  
Dogwood  
European Beech  
European Birch/Heritage  
Flowering Almond

Flowering Plum  
Hemlock  
Holly  
Pine  
Red Maple

Red Oak/Northern  
Sawtooth Oak  
Sugar Maple  
White Oak

## **16. COMMON CHARGES**

Quarterly installments of the annual common charges are due and payable by the fifteenth of the first month of each calendar quarter (i.e. April 15; July 15; Oct. 15; and Jan. 15) and may be paid by direct debit upon completion of the form attached as Appendix D.

## **17. INSURANCE**

In the event of a loss that may be covered by insurance, Unit Owners should proceed as follows:

- a. Immediately notify the Unit Owner's insurance agent.
- b. Immediately notify the Manager and the Thornton Wood Insurance Chairperson.
- c. DO NOT CONTACT THE THORNTON WOOD INSURANCE AGENT OR CARRIER.
- d. Document in writing the specific events relevant to the loss.
- e. Complete the Thornton Wood Condominium Report of Loss for Insurance Claim Form, attached as Appendix E, in triplicate, send two copies to the Manager and retain one for your files.

## **18. ELECTRONIC TRANSMISSION OF NOTICE AND INFORMATION**

- 18.1. A Unit Owner may authorize the delivery of notice of meetings and other information by electronic transmission by completing a written authorization (see Appendix F) and delivering it to the Manager. Each such written authorization shall be kept in the files of Thornton Wood Condominium by the Manager.
- 18.2. Notice of meetings and other information authorized by the Board of Directors to be sent by electronic transmission (e-mail) shall be sent by the Manager to the list of Unit Owners authorizing such delivery.
- 18.3. For each such electronic transmission, the Manager shall provide the Board of Directors a written certification that such transmission has been sent. Such certification shall include any failures to deliver. Certifications may be delivered by e-mail if addressed to each member of the Board of Directors.
- 18.4. Upon two failures of an electronic transmission to any Unit Owner, each singular and individual failed transmission shall be deemed "ineffective." The notice and/or information shall then be sent to the Unit Owner's address of record.