

RULES AND REGULATIONS  
LAKEWOOD RESORTS COUNCIL OF OWNERS, INC.

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INTRODUCTION

In accordance with the provisions of Maryland law, the Timeshare Instrument and By-Laws of Lakewood Resorts Council of Unit Owners, Inc. (the "Association") the following Rules and Regulations (the "Rules") have been developed to assist in governing our time share community.

The Rules outlined in this booklet explain the policies and guidelines established by the Association to assist in providing a peaceful environment in our community. While it is the role of the Board of Directors of the Association (the "Board") to administer and enforce the Rules, it is the responsibility of each resident to cooperate and adhere to the Rules, encourage others to adhere and to report and violations of these rules when they occur. Fines and penalties may be levied for failure to comply with these Rules as prescribed in Article V Section 5 of the By-Laws of the Association.

## 1. Landscaping.

All landscaping design and maintenance is the responsibility of the Association under the direction of the Board. No unit owner shall make changes to landscaping, trees, shrubs or other plantings unless instructed or permitted to do so by the Board.

## 2. Motor Vehicle.

- A. Parking of vehicles is to be in designated spaces only. Spaces which appear to be unoccupied may be used only with permission of the Association Manager (the "Manager"). If urgent circumstances require any owner or guest to park in a space other than the two assigned to their unit, the driver must leave a note on the car windshield or dashboard containing the name, unit number a phone number for immediate contact. If requested by the proper occupant of the parking space, driver is expected to remove his or her vehicle immediately.
- B. Overflow parking is available at the pool property on Rock Lodge Road, upper level.
- C. Boat trailer parking is limited to lower lot at the pool property on Rock Lodge Road. Boat trailers are not permitted in the residential parking area at any time.
- D. No unregistered or inoperable vehicles shall be moved onto or kept on Association property.
- E. No motor vehicle may be disassembled, nor major repairs made on Association property. This includes but is not limited to engine overhauling, exhaust system repairs, brake lining repairs and body work. Under no circumstances may cars be left unattended while on jacks or blocks.
- F. No vehicle shall be parked in such a manner as to impede or prevent ready access to fire lanes, garages, driveway, or other common or private areas.
- G. All vehicles shall be operated in a safe manner.
- H. Vehicles in violation of this section may be towed at owner's expense.

## 3. Pets

- A. Owners shall notify the Manager of their intention to bring a pet or pets, or of the unexpected arrival of visiting pets and pay the appropriate pet fee(s). For pets found to be in units without notice to the Manager, the owner of the unit shall incur the full pet fee plus a fine.

- B. Any permitted pets must, at all times, be accompanied and under the full control of their owners in any portion of the common areas or limited common areas. At the lakefront, if unleashed for swimming, dogs must remain in control of owner.
- C. Animals must be curbed only in the designated pet area at the north end of the lakefront. However, in the event that an animal accidentally defecates on Association property, the pet owner shall immediately clean up after the animal. Any waste shall be disposed of in a sealed container.
- D. Unit owners shall be responsible for all damages to Association property caused by pets which they or their guests own or bring onto Association property.

#### 4. **Additions, Alterations, Improvement**

There shall be no additions, alterations, modifications or improvements of any kind made to property of the Association or any Unit, without the express written approval of the Manager and the Board.

#### 5. **Use of the Common Areas**

- A. There shall be no obstruction of the Common Areas of the Association nor shall anything be stored in the Common Area without prior consent of the Board, except as otherwise provided in these Rules.
  - B. Damage to the common area caused by the actions of a Unit Owner or the actions of his/her children, pets, guests or tenants or the actions of the children, guests or pets of his/her tenants, shall be repaired or replaced by the Association at the expense of the Unit Owner.
  - C. No clothes, sheets, blankets, towels or laundry, or other articles shall be hung out or exposed on any part of the Common Area, including decks. The Common Areas shall be kept free and clear of rubbish, debris, litter and other objectionable matter.
  - D. Bicycles, toys, boats and other outdoor equipment may not remain in roadways, driveways, or lawn areas overnight or be strewn over the Common Areas at any time.
6. **Residential Use**—Units are for family residential use only. Non-family based groups, such as fraternities and sororities, and commercial use, including rental for profit, of any unit is prohibited.
7. **Residential leasing** is permitted according to the following or similar valid legal definition of lease. The signed contract is to be provided to the manager and kept on file for the duration of the term of the lease. Lessee shall pay the annual and any supplemental assessment directly to the Association. Owner is responsible to resume financial obligations to the Association fully and immediately upon any default of the lease agreement by the lessee.

Definition: Leases in real estate and real and personal property are legal and binding contracts of significant duration that set forth the terms of the lease agreements. These contracts stipulate the duties of each party to effect and maintain the agreement and are enforceable by each. For example, a residential property lease includes the address of the property, landlord responsibilities, and lessee responsibilities, such as the amount and due date of payments, a required security deposit, consequences for breach of contract, the duration of the lease, pet policies, and any other essential information. The owner(s) of any unit bear(s) full financial responsibility as well as responsibility for conduct, acts, and omissions of self, lessees and guests. Owner and anyone occupying the owner's unit are responsible to honor all provisions of the Instrument and Bylaws and any and all rules and regulations issued by the Council.

## 8. Occupancy of Unit

- A. Owners shall occupy a unit only during the deeded time interval, entering and exiting the unit within the check-in and check-out times as established by the Manager. All personal items are to be removed by check-out time on the last day of the time interval.
  - B. Owners may occupy any unit or interval, other than their own, only with consent of the owner of the unit time interval. Any owner improperly occupying a unit shall be billed an assessment equal to \$50.00 times the number of hours or part of an hour that the violation continued.
  - C. Owners shall keep and maintain units and Common Areas in good condition and in a clean and sanitary condition while in residence and shall check out according to posted exit procedures. Violations shall cause specific charges, as posted in the unit notebooks, to be applied and billed to the owner. Any owner who by deliberate or negligent actions during occupancy causes cleaning and/or repair/replacement that does not allow the readying of the unit in the time allowed for turnover of the unit shall be deemed to be "holding over" and shall be assessed the holdover penalty of \$50.00 times the number of hours of part of an hour that exceeds the normal cleaning/turnover time.
  - D. Owners shall not use units or common elements that in any way violates laws, zoning and other ordinances, regulations of governmental and other municipal bodies or the like.
9. **Membership Roster**—The membership roster, once obtained for legitimate business of the Association by any owner shall not then be used for commercial gain or other pecuniary benefit of the member, the member's agent or any other person or entity, or copied, sold, or otherwise delivered or disseminated. (MD Timeshare Act 11A-109)

10. **Guest registration**—Guest registration is required for the guest or representative of any Owner when in attendance at a General Meeting of the Council or meeting of the Board of Directors.

11. Miscellaneous.

- A. Annoyance--Any use or practice which is a source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents is prohibited.
- B. Outside Attachment to Building--The Unit Owner shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls of any building, except as provided for in these Rules, and no signs or awnings, canopies, shutters or radio or TV antennas shall be affixed to or placed on the exterior walls or roofs or any part thereof, without the prior consent of the Board.
- C. Signs / For Sale / For Rent / Other—No “For Sale/For Lease” signs shall be placed in the windows. No signs of any type shall be placed on the common area, or so as to be visible from the common area, without the permission of the Board or by court order.
- D. Combustion Materials—No flammable, combustible or explosive fluid, material, chemical or substance may be kept or stored in any Unit or on or in the Common Area except for material normally associated with household use.
- E. Seasonal Decoration. Any seasonal decorations must be of a temporary nature and removed at the end of the unit owner’s occupancy.
- F. Garbage and refuse-- All refuse shall be deposited in designated containers within the unit and on the common elements.
- G. Grievances--Any grievance or disagreement that an owner may have with the Association or the Associations actions shall be brought before the Board in writing or in writing and verbal presentation at an open meeting of the Board and entered into the minutes of the meeting. The Board shall be given a limited time appropriate to the grievance to effect resolution sought by the owner or to find a compromise measure that is mutually agreeable.
- H. Enforcement of Rules and Regulations--The Executive Board after a Notice and Hearing may fine Violators \$25.00 per day for each day that a violation exists, from when the violation began until it is corrected.