

Reporting Nuisance Problems

In the case that there are problems between unit owners regarding violations, please follow the steps listed below.

1. Keep a log of dates, times, and specifics (loud music, banging, yelling, etc.).
2. Notify the Management Company and/or the police when necessary.
3. The Board requires written documentation for all of the above. (1990)

Rules Related To Rental Units

The condominium Association By-Laws, Article X lists numerous specific requirements of owners who decide to rent their units. Please refer to it for the specific language on such requirements. We have included a summarized and paraphrased listing below for your convenience. Please note, however, that should disputes arise, the language in the By-Laws shall take precedence.

1. Any leases must be provided to the Management Company and such lease must include provisions requiring the tenant to observe all rules and regulations of the Board and all restrictions and conditions imposed by the Declaration, By-Laws, Rules and Regulations.
2. Baltimore County requires a unit inspection for each new rental agreement or lease.
3. The Unit Owner is required to provide the tenant with a copy of all rules and regulations as well as the Declaration and By-Laws of the Association.
4. If the Unit owner fails to provide the above mentioned documents, the Board may do so and then bill the Unit owner for the cost.
5. Failure to follow the above requirements is considered a violation of the By-Laws and is enforceable.
6. The Unit Owner is responsible for any violations of rules, regulations, or By-Laws by their tenants.

Fine Procedures / Resolution of Disputes

In addition to other powers granted to the Council of Unit Owners and the Board of Directors, the Board of Directors shall have the power to enforce the Declaration, By-Laws and Rules and Regulations of the Condominium in accordance with the following procedures:

- I. Abatement Notice.** Upon information that a unit owner or occupant is in violation of any provisions of the Declaration, By-Laws, or Rules and Regulations of the Condominium, the Board of Directors, or its designated representative, shall have the power to notify such unit owner or occupant that such violation must cease (the "Abatement Notice"). The Abatement Notice shall be written and shall be hand delivered or mailed, certified mail-return receipt requested, to the unit owner and/or occupant. The Abatement shall contain:
 1. A written demand to cease and desist from the alleged violation;
 2. The nature of the alleged violation;
 3. The action required to abate the alleged violation; and
 4. If the alleged violation is of a continuing nature, a time period of not less than ten (10) days (the "Abatement period"), from the date of the notice during which the violation may be abated without further sanction or, if the alleged violation is not of a continuing nature, a statement that any further alleged violation of the same

rule (or regulation or provision of the Declaration or By-Laws) may result in the imposition of a sanction after notice and hearing.

- II. **Hearing Notice.** If the alleged violation continues past the Abatement period in the case of an alleged continuing violation, or if the same rule (or regulation or provision of the Declaration or By-Laws) is subsequently violated, the Board of Directors, or its designated agent, shall have the power to notify the alleged violator that it intends to hold a hearing in session on such violation and that such hearing may result in sanctions being imposed against the alleged violator. The notice provided for in this Section (the "Hearing Notice") shall be hand-delivered or mailed, certified mail-return receipt requested, to the unit owner and/or occupant. The Hearing Notice shall contain:
1. The nature of the alleged violation;
 2. The time and place of the hearing, which time may not be less than 10 days from the giving of the notice;
 3. An invitation to attend the hearing and produce any statement, evidence, and witnesses on his or her behalf; and
 4. The proposed sanction to be imposed.
- III. **Hearing.** The Board of Directors shall have the power to hold a hearing in executive session (the "Hearing") on the date designated in the Hearing Notice. The Hearing shall be held by the Board of Directors in executive session and shall afford the alleged violator reasonable opportunity to be heard; the alleged violator shall have the right to present evidence and present and cross-examine witnesses. The Hearing shall be conducted in an orderly fashion and shall not be governed by technical rules of evidence. Prior to the effectiveness of any sanction imposed pursuant to this procedure, proof of the Abatement Notice and the Hearing Notice shall be placed in the minutes of the meeting. This proof shall be deemed adequate if a copy of the Notices, together with a statement of the date and manner of delivery, is entered by the officer, director, or agent who delivered or mailed such notice. The notice requirement shall be deemed satisfied if the alleged violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed.
- IV. **Notification of Decision.** After hearing evidence presented at the Hearing, the Board of Directors shall, at the end of such Hearing, or within a reasonable time thereafter, notify the alleged violator of its decision. Such decision shall be entered into the minutes and shall specify the violations, if any, found by the Board of Directors and the sanction, if any, imposed. The decision of the Board of Directors, pursuant to this procedure, shall be final and binding.
- V. **Sanctions.** If the Board of Directors finds, by a preponderance of evidence presented at the hearing, that a unit owner or occupant has violated any provisions of the Declaration, By-Laws, or Rules and Regulations of the Condominium, the Board of Directors shall have the power to impose the following sanctions, cumulatively or alternatively:
- (a) A fine of fifty dollars (\$50.00) for each violation;
 - (b) Suspension of the violators voting privileges in accordance with Article IV, Section 6; and
 - (c) Such other reasonable sanction as the Board may determine, including a fine in excess of that amount set forth in (a) above.
- In the case of a violation which is of a continuing nature, a separate violation shall be deemed to exist for every day such violation shall continue past the period set forth in the Abatement Notice.

Any fine or assessment levied by the Board of Directors pursuant to this procedure, shall be deemed an "assessment" within the terms of the Declaration and By-Laws of the Condominium and shall be due and payable within ten (10) days after the date of the Board of Directors' decision. Any such assessment, if not paid within the ten (10) day period aforesaid, shall accrue interest, constitute a lien against such owner's unit and be subject to foreclosure thereof, all as more fully provided in Article IX of the By-Laws. (1988)

II. Collection Policy.

- a. Delinquent accounts will be sent to the attorney after 32 days. (2011)
- b. If a condo owner, who leases his or her unit, isn't paying his or her condo fees, the association has the right to require the renter to send the monthly rent payment to the management company until such time that the account is current. (2011)
- c. If a condo owner has a delinquent account, the following sanctions will be applied until such time as the account is current:
 - No voting privileges
 - No pool privileges
 - No reserved parking space
 - New lock placed on the storage unit
 - Warning that the delinquency may impact their credit score if judgment is placed.

Declaration (selected sections)

The following sections from the Declaration of the Chestnut Hill Condominium Association are provided for your convenience:

Paragraph 5. Units

(C) Each Unit shall consist of:

- (1) A three dimensional area generally described by planes as follows, the location of these planes is specifically designated on the Condominium Plats aforesaid:
 - (a) Bottom. The bottom of the Unit is a horizontal plane through the top of the sub-floor and extending in every direction to the points where it closes with vertical planes forming the perimeter of the Unit;
 - (b) Top. The top of each Unit is a horizontal plane through the bottom or underside of the hidden or unexposed side of the sheetrock above, excluding from sub space all structural elements including but not limited to trusses, hanger bars, girders, and ceiling and floor support grid systems, if any;
 - (c) Perimeter. The perimeter of the Unit is circumscribed by vertical planes which are formed by the stud interior face of the sheetrock forming the walls of the unit and are more particularly shown on the Condominium Plats.
- (2) Any air space lying upward from the bottom of the Unit, inward from the lateral boundaries of the Unit and below the top of that Unit.
- (3) Improvements which shall include, but not limited to:
 - (a) Interior partitions, doors and windows, pipes, conduits, ducts, switches, vents, wiring, fixtures, or other facilities for the provision