

OFFICIAL RULES AND REGULATIONS

FOR CEDAR SHORES CONDOMINIUM

As Updated and Approved
by the Council of Unit Owners
May 2020

All unit owners, their guests, and renters of all units are subject to the following rules. Repeated violations or breach of the rules and regulations set forth herein will be subject to the Board review for fines, penalties or other disposition depending on the nature of the violations. It is the responsibility of the owners to ensure that guests and renters understand these rules, and to post a copy of these rules in any rental unit. Owner's that rent their units must provide a copy of these rules to your rental company. The owner is responsible to ensure that their rental company will include a copy of these rules in each rental package and obtain their signature on a receipt verifying that they received a copy of the rules.

1.0 General

1.1 Owners acknowledge that the management company, in the event of an emergency, will attempt to notify the owner, but has been given the right to enter a unit to mitigate said emergency for the safety and security of all the collective units. In a non-emergency, the management company will give at least a 24-hour notice to owner. Each owner is required to provide the management company a key or door code for emergency access.

1.2 Each unit must be equipped with wired smoke detectors on each level and in every bedroom. Per Maryland Law any smoke detector over 10 years old is required to be replaced with a new sealed 10-year life battery unit. The State of Maryland has phased out the standard 9 volt battery units. An ABC type fire extinguisher, with current charge, will be installed in every unit. Owners are responsible for the inspection of smoke detectors and fire extinguishers annually. Owners will certify annually in writing, to the management company, that said inspection and any repairs have been completed.

2.0 Vehicle & Parking Use

2.1 Vehicles are not to exceed five (5) miles per hour within the condo area and are to be parked in the reserved parking spaces specifically designated for each unit or in the over-flow parking spaces.

2.2 There are two (2) assigned parking spaces for each unit. Vehicles parked in space marked "NO PARKING" or on the grassy areas are in violation of the "Vehicle Use" rules and will be subject to towing at the vehicle owner's expense.

2.3 No Trailers, of any kind, will be allowed to be parked on Cedar Shores property. No exceptions. Renters who have trailers should make arrangements to park them at the rental management company.

2.4 Four wheelers and four-wheel side by sides, golf carts, etc. may be parked in the owner's reserved parking space and should not be parked in the overflow parking area. Such equipment cannot remain parked on the grounds for periods exceeding ten (10) days without permission of the management company.

3.0 Hot Tubs

3.1 Hot tub covers must always be locked in place when not occupied.

4.0 Trash Disposal

4.1 Trash must be placed in plastic trash bags and put into the appropriate containers, located at the north end of the parking lot for units 7 through 19 and in the fenced enclosure at the entrance to the parking area for Units 1 through 6. The placing on non-household waste in the trash can result in a charge to the unit owner for the removal fee assessed by the Cedar Shores trash disposal contractor. Examples are remodeling and construction waste, clearing out a units contents, old gas grills, household furniture, appliances, and fixtures.

5.0 Pets

5.1 Pets are not permitted to run free. Occupants who have pets must always keep them on a leash when outside the unit on the grounds of Cedar Shores Condominium. Occupants are responsible for litter and cleanup behind their pets. Occupants are fully responsible for their pets. Noisy pets will not be allowed. Pets are not to be chained or tied to trees or stakes or any other outside structure.

6.0 Conduct

6.1 Excessive noise and unreasonable activity are specifically prohibited between the hours of 11:00 p.m. and 9:00 a.m. In consideration of neighbors, all occupants (owners, guests, and renters) are requested to keep the volume of television, radio, stereo, musical instruments, etc., low- particularly during the late hours of the evening and when windows and doors are open.

6.2 Deep Creek strongly enforces its ordinances that no disruptive noises, be made between midnight and 7 AM, in such a manner as to be plainly heard at a distance of 50 feet. Also, no loud noise from a vehicle may be heard at a distance of 50 feet from the vehicle at any time.

6.3 Any destruction or damaging of Cedar Shores Condominium properties by owners, renters, or guests is specifically prohibited, and fines will be assessed for the incident and/or to repair the damage.

6.4 Absolutely NO Fireworks at any time, are permitted in any area of the Cedar Shores Condominiums or McHenry Cove Marina.

7.0 Exterior of Buildings and Common Areas

7.1 Propane or electric grills are permitted to be used on the decks and patios. Charcoal grills and deep fryers are NOT permitted anywhere in the Cedar Shores Condominium complex.

7.2 Personal portable firepits, camp, or cook fires are not permitted on the common grounds or on the buffer strip, except in the Cedar Shores common permitted and approved fire pits.

7.3 No tents may be erected on the property common grounds or on the buffer strip.

7.4 Debris of any kind should not be thrown or dropped from the decks. Decks and patio areas are to be kept reasonably clear of unsightly clutter.

7.5 Towels, clothing, rugs, or other unsightly items hung outside to dry must be removed by sundown.

7.6 Wires, antennas, or other devices are not to be installed on the exterior of the condominium structures or on any part of the common grounds or elements. Four exceptions are permitted.

- A. Installations made commercially by the gas, electrical, cable and telephone companies.
- B. Mountings of a number and a name for the unit compliant with the Cedar Shores standard design.
- C. A small, federally compliant, satellite dish may be installed, providing permission for the installation has been requested in writing and approved by the board, and providing the installation follows the approved type of dish and is consistent with instructions available from the management company. Information about approved types and location and method of installation can be obtained from management. If specifications are not complied with, the board reserves the right to order corrective action at the owner's expense. Existing dishes installed before May 2020 are grandfathered in their current location.
- D. It is permissible to display an American flag, a State flag, or a small decorative flag not to exceed 3ft x 5ft.

7.7 Advertisements, signs or notices are not to be displayed outside of any unit, in any window of any unit, or on the common grounds except for standard real estate signs when a unit is listed for sale.

7.8 Owners may plant annuals and perennials in the garden areas adjacent to their front porch. Shrubs and trees are not to be planted without prior approval by the board. A written request must be submitted for approval.

8.0 Sale of Your Unit

8.1 Owners planning to sell their unit should advise the board and management company of their intent. Once a sales agreement is attained, and prior to settlement, the seller must have the settlement officer contact the condominium manager, so that the council might be assured that all obligations to the council are cleared and the required documentation can be prepared for settlement.

8.2 The purchaser of the unit must be made aware of the Cedar Shores Regime Declaration and the Bylaws governing Cedar Shores, the Cedar Shores Condominium Rules, the monthly condominium fees, pending assessments, and the balances of the reserve fund at closing.

8.3 Management Company will provide the required re-sale documents upon request by the owner or listing realtor. This is a \$50 cost to the seller/unit owner.

Additional Rules specific to Rental Units while owners are not present

9.0 Occupancy

9.1 In a rental unit, no more than fourteen (14) occupants are allowed without special permission of the Board or management company. Rental contracts must reflect this restriction.

10.0 PARKING POLICY

10.1 Renters may park only two (2) vehicles in the available spaces assigned to each unit or the available unassigned guest spaces. If you require more parking, please make arrangements with your rental company to park off premises.

10.2 Renters may not park in a restricted area, in grassy areas, or in a spot assigned to another unit.

10.3 Vehicles are to be parked in the reserved parking spaces specifically designated for each unit.

10.4 Violators of the Cedar Shores Condominium rules will be subject to towing at their expense. Towing will be done by "Buddy's Towing" 301-387-6455. Your vehicle will also be subject to towing if you park in a restricted area or in a spot designated to another unit.

11.0 Property

11.1 Owners, who rent their units, shall instruct their rental management company to deduct from the rental deposit funds to repair any destruction or damage of the common grounds, building exteriors, or interiors. If the repair of such damage exceeds the deposit, fines will be levied against the unit owner to cover the unmitigated expense of repair.

12.0 Repairs and Modifications

12.1 No unit owner has the authority at any time to order or contract for any work to be done at the expense of the condominium council. Only the council board, pursuant to the Bylaws, may contract or order that contract work be done at the condominium council's expense.

12.2 Changes in color of exterior paint, stain, or trim are not to be made without specific written approval of the Board. The current approved stain color for decks, etc. at Cedar Shores is Sherwin Williams transparent oil-based CANNON BROWN. Code 6508-82814. If you are replacing your deck with a composite material, we recommend Azek Brazilian Walnut boards.

12.3 Unit owners may not make any exterior or interior structural changes that affect load-bearing walls without approval of the Board. They must submit a written request along with a detailed drawing of the proposed change prepared and stamped by a licensed structural engineer. A building permit must be issued and provided to the Board prior to commencing any work.

12.4 Owners must request approval from the board for any plumbing or wiring changes that deviate from the original installation which require a building permit per Garrett County building codes. A building permit must be issued and provided to the Board prior to the commencement of any work. Changes to fixtures, outlets, switches, etc. are excluded.

13.0 Sale of Your Unit

13.1 Owners planning to sell their unit should advise the board and management company of their intent. Once a sales agreement is attained, and prior to settlement, the seller must have the settlement officer contact the condominium manager, so that the council might be assured that all obligations to the council are cleared and the required documentation can be prepared for settlement.

13.2 The purchaser of the unit must be made aware of the Cedar Shores Regime Declaration and the Bylaws governing Cedar Shores, the Cedar Shores Condominium Rules, the monthly condominium fees, pending assessments, and the balances of the reserve fund at closing.

13.3 Management will provide the required re-sale documents upon request by the owner or listing realtor.

14.0 Any infractions of any of the Cedar Shores rules will be cause for immediate eviction from the property that is being rented.

Secretary
Cedar Shores Condominium

Summary of the changes to the
OFFICIAL RULES AND REGULATIONS
FOR CEDAR SHORES CONDOMINIUM

As Updated and Approved
by the Council of Unit Owners
May 2020

Why is this being done:

There is a minimum of three versions of the Cedar Shores Rules in circulation. At some point there has been a separate set of rules for renters and guests from the owner's version. This is an attempt not only to consolidate the various versions, but also bring them up to date based on current policies and practices of Cedar Shores and the Deep Creek area.

Summary of changes:

1. Changed Rental Occupancy from 12 to 14 since some 5 BR units are listed as 5 BR plus 2 hide-a-beds.
2. Removed language associated with the parking permits/stickers since they are no longer used.
3. Clarified the rules for boat and personal watercraft parking on-site to be short term and within the assigned spaces.
4. Added restriction on all trailers parked on the Cedar Shores grounds.
5. Refined the language for pets to state that pets are required to be on a leash at all times when on the grounds.
6. Emphasized the requirement for pet owners (owners, renters, and guests) to clean-up after their pets.

7. Clarified the open fire language to preclude personal and portable firepits and state that open fires are only authorized in the Cedar Shores permitted and approved fire pits.
8. Updated rules to allow previously prohibited beach towel and apparel drying outside but required them taken down by sundown.
9. Clarified the language on owner's responsibility to provide keys or key codes to the management company and how access in a non-emergency would be executed.
10. Removed discussion of late fees as that is in the Bylaws.
11. Changed fire extinguisher requirement to one per unit vice 1 per floor.
12. Updated smoke alarm language consistent with Maryland law and "as built" conditions. Owners are required by State Law to replace any smoke detector over 10 years old with a new sealed 10-year battery version.
13. Updated parking rules to prohibit parking on the grass
14. Removed language directing owners, visitors, and renters to park in the marina spaces.
15. Removed prohibition for renters having pets.
16. Clarified that any changes inside the units of Cedar Shores that require a building permit by Garrett County codes must be approved by the Board.
17. Cleaned up antenna and satellite dish language. Added language for existing installations.
18. Clarified flag language to standard American Flag size.
19. Added sign allowance for standard Realtor signs.
20. To be more inviting to our new owners the \$1000 assessment to the reserve fund was removed for both Buyer and Seller.