

CROSS KEYS CONDO 1

# RULES & REGULATIONS

Revised and Restated January 2025

# CROSS KEYS CONDOMINIUM 1- RULES AND REGULATIONS

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# Cross Keys Condominium 1

## Rules and Regulations

Adopted January 2025

### Introduction and General Information

The Rules and Regulations (Regulations) set forth below were adopted by the Board of Directors of Condominium 1 (Board) in accord with V Section 7(e) of the By-laws of Cross Keys Condominium recorded in the Land Records of Baltimore City in Liber 2852, Folio 54, as amended.

The Board is charged by the Bylaws with protecting the physical integrity and harmony of Condominium 1 (Condo 1), promoting the safety and welfare of residents and maintaining an acceptable quality of life, providing residents common rules for the peaceful enjoyment of their homes, and maintaining the integrity of our community and property values. Exceptions to these Regulations may be granted only by the Board.

These Regulations apply to all property owners, their residents, family members, tenants, occupants, agents, visitors, employees and guests. The Regulations shall be enforced by the Board in accordance with provisions set forth below.

Unit owners are given a copy of the Master Deed, Bylaws and the Regulations when they purchase their units. These documents can be found on the Condo 1 website at <https://www.crosskeyscondo1.info/governance>. If there is a conflict between these Regulations and the Bylaws, the Bylaws govern.

The Condo 1 Declaration and Bylaws establish that:

- **Unit** owners own the interior of their units.
- The **General Common Elements** include the streets, curbs, sidewalks, lawns and yard areas, trees and shrubs, exterior lighting and parking areas, and the roof of each unit. The Board, and the Management Company hired by the Board are responsible for the managing and overseeing maintenance and improvement of the General Common Elements.
- The **Limited Common Elements** include all footings and foundations of each unit, the exterior walls of each unit and the front fences, gates and, side fences. Unit owners are responsible for maintenance and upkeep of the Limited Common Elements, whether or not the unit owner occupies the unit.

## **Article 1- General Regulations**

### **1.0 Damage and Vandalism**

Damage to buildings, grounds or other General Common Elements, defined above, by a unit owner, tenant, guest, family member or pet must be repaired at the expense of the unit owner. This charge may be assessed in addition to a fine. Unit owners are responsible for the actions of their tenants, family members, guests and pets and shall be held accountable for any damage done to the General Common Elements. Unit owners and their families, and guests may not deface, destroy or permit the defacing, removal or destruction of any part of the General Common Elements.

### **1.1 Lawns and Walkways**

Lawns and walkways in the General Common Elements may not be used for storage or parking or be obstructed in any way. Bicycles, toys, trash cans, recycle bins, or personal property may not obstruct entrance ways, walkways, parking or other General Common Elements.

### **1.2 Noise and Annoyance**

Unit owners or residents of a unit may not make or permit a noise that unreasonably disturbs or unreasonably annoys other residents or permit anything to be done that interferes with the rights, comfort and convenience of other residents.

### **1.3 Residential Use**

All condominium units shall be used only for residential purposes.

### **1.4 Recycling, Trash and Bulky Items**

Recycling and trash containers must be kept inside the Limited Common Elements in front of each unit until pick-up day. Recycling containers may be placed on walkways in front of a unit if there is no designated area for location of recycling containers. Trash and recycling containers must be returned to the Limited Common Elements in the front of units no later than the evening of the pick-up day.

Arrangements for the removal of bulky items, including but not limited to mattresses, furniture, appliances, construction materials and other items, must be made with Baltimore City Bulk Trash (call 311 or contact 311 online). Items of this sort may not be placed outside of a unit earlier than the day before the scheduled pick-up day.

### **1.5 Play areas**

Play is permitted in designated areas of the General Common Elements, unless play is destructive or potentially destructive to property. No playing, including playing ball, is permitted in the parking areas.

### **1.6 Barbecuing**

Barbecuing is permitted in the Limited Common Elements at the front and back of each unit. Barbecuing in the General Common Elements is not permitted, unless authorized by the Board for a community event.

### **1.7 Exteriors**

The Limited Common Elements in the front and back of a unit must be neat and clean, including without limitation the trash and recycling container enclosures areas in the front Limited Common Elements. Storage of items in the Limited Common Elements in front and back of a unit is prohibited.

Clothing, beds, rugs and similar items may not be hung in the Limited Common Elements in the front or back of a unit.

Signs, notices, advertisements or similar items may not be placed, inscribed, or exposed on any window, door, or other exterior part of a unit or on the General or Limited Elements in Condo1.

### **1.8 Seasonal Decorations**

Seasonal decorations are permitted on exterior doors and in the Limited Common Elements in the front and back of a unit, including walls, windows and fences without Board approval. Seasonal decorations may be installed no sooner than thirty (30) days before a holiday and must be removed not later than ten (15) days after the holiday. Trees in the General Common Elements beyond the fence in front of any unit may not be decorated.

Any damage resulting from an owner's installation of seasonal decorations must be remedied at the unit owner's expense.

### **1.9 Leasing**

A unit owner is responsible for tenant compliance with the Master Deed, Bylaws and the Regulations.

Unit owners who lease a unit must:

- a) provide the tenant with a lease in writing, which shall contain a covenant obligating the tenant to comply with the Bylaws and the Regulations, as well restrictions and conditions imposed by the Master Deed.

- b) provide the tenant with a copy of the Master Deed, By-laws and the Regulations;
- c) include in the lease a provision stating that the tenant has been given a copy of these documents, has read them, and agrees to abide by the Master Deed, Bylaws and Regulations;
- d) notify the Board in writing that the unit is occupied by a tenant;
- e) include in the notice to the Board the names, addresses and phone numbers of each occupant; and
- f) in the written notice to the Board and in the notice to the Management Company relate the name of any agent retained by the unit owner to manage the rented unit.

No unit may be leased for a term of less than six (6) months, or for short-term, transient, Airbnb, VRBO, hotel or similar purposes. No less than the entire Unit may be leased by its owner. Leasing of individual bedrooms is prohibited.

#### **1.10 Change of Occupancy; Change of Ownership; Sale of a Unit**

Unit owners must notify the Management Company and the Board in writing of changes in occupancy (as when the unit is leased or residents change) and must notify Management before a unit is sold, so that condo law requirements for disclosure and clear title can be met.

#### **1.11 Hot Tubs**

Hot tubs are not permitted in the Limited Common Elements in the front or back of a unit.

#### **1.12 Solar Panels**

Solar panels and other equipment necessary to obtain electricity by means of solar power may not be installed without Board approval.

#### **1.13 Satellite Dishes**

Satellite dishes may not be installed without Board approval. Before vacating a unit, the unit owner must remove any satellite dish installed to serve that unit.

#### **1.14 Peaceful Enjoyment**

- a) All residents shall observe quiet hours from 11:00 p.m. to 8:00 a.m. on

weekdays and from 12:00 a.m. to 9:00 a.m. on weekends. Radios, televisions, audio equipment, exercise equipment, musical instruments and appliances may not be used in a manner that unreasonably disturbs other unit owners or residents.

- b) Workers and contractors may not work before 8:00 a.m. or after 7:00 p.m. on weekdays and before 9:00 a.m. or after 6:00 p.m. on weekends, except if there is an emergency.
- c) Residents may not place anything in the General Common Elements without Board approval.

### **1.15 Fences, Gates, Decks**

Condo 1 owns and will maintain all fences and gates, with the exception of rear fences enclosing a unit's rear patio area. For Building H, Condo 1 also owns and maintains decks, gates and back steps. Front fences, gates and side fences and Building H decks and steps are Limited Common Elements. Rear fences may be constructed by the Unit Owner and are permitted at a distance equal to the length of the longest side fence, subject to approval of the Board. Unit owners are responsible to maintain rear fences crossing the rear patio area..

### **1.16 Exterior Lighting**

Electrical lampposts, front house lighting, and any outside lighting may not be installed without Board approval, obtained pursuant to the process outlined in Article 4.

## **Article 2 - Safety, Insurance and Dogs**

### **2.0 Chimneys and Dryer Vents**

Chimneys and dryer vents must be properly maintained and cleaned as necessary and appropriate. Every two years is recommended, unless the unit owner's manufacturer and insurance requirements differ.

### **2.1. Grills, Firepits, Propane Heaters and Firewood**

Charcoal, gas, electric and wood-burning grills are permitted. However, they may not be stored or used inside a unit or on a wooden patio or deck in the Limited Common Elements. Fire pits and propane heaters are prohibited. Firewood may be stored in the Limited Common Elements in the front or back of a unit but may not contact the side of the unit or with fences or other wood structures.



## 2.2 Insurance and Violation of Law

Nothing may be done in a unit that increases the cost of insurance on the General and Limited Common Elements or on a unit. Nothing may be done in a unit that results in the cancellation of insurance.

Nothing shall be done or maintained in any unit, in the Limited Common Elements or on the General Common Elements that violates any law.

## 2.3 Animals and Pets

- a) Residents may keep dogs, cats, and caged birds as domestic pets, provided they are not kept or bred for commercial purposes.
- b) The Board may direct a unit owner whose animal is unreasonably noisy or annoying, or a danger to others, to remove the animal from Condo 1.
- c) Pets must be vaccinated and be kept in accordance with the Baltimore City Health Department laws and regulations. Contact Animal Control (Call 311) or the Health Department (<https://health.baltimorecity.gov/programs/animal-services>) for more information.
- d) Dogs must be leashed and under the control of their owner at all times when they are outside a unit. Dogs may not run free or be unleashed at any time.
- e) Unit owners and residents must immediately clean up after their dogs.  
**All dog walkers are asked to be respectful of their neighbors, and the plantings, because allowing pets to urinate or defecate in front yard spaces is harmful.**
- f) Unit owners are responsible for all damages caused by their pets to the General Common Elements and to the property of others.

## Article 3 - Parking, Vehicles

### 3.0 Resident Parking

Assigned space. Residents have one numbered parking space in front of or near to their unit. Residents may park two cars in the parking area where the numbered parking spaces are located. Residents shall park in their numbered space in front of

or near to their unit.

Parking Stickers. Residents must register their vehicles and obtain parking stickers from the Management Office. Each Unit is entitled to two parking stickers. Residents must display parking stickers on their vehicles.

Guests of Residents. Each parking area in Condo 1 includes a limited number of guest parking spaces. Guests must park in unnumbered spaces. If a vehicle owned by a guest will be in a parking area for more than one night, a note must be placed on the windshield of the guest's vehicle identifying the unit being visited. The Management Company must approve guest parking for more than 14 days.

### **3.1 Prohibitions**

- a) Overnight commercial vehicles are prohibited.
- b) Placement of storage pods, dumpsters, porta potties, and similar in a Condo 1 parking area is prohibited.
- c) No camper, house trailer, heavy truck or boat may be placed in the parking areas or any other place in Condo 1.
- d) No extraordinary maintenance or repair of automobiles or other vehicles shall be done in Condo 1. Minor vehicle repair work is permitted, if there is an emergency, provided that the area where the work was done is cleaned up after repairs have been completed so that there is no evidence that auto maintenance or repair has been done there.

### **3.2 Electric Vehicles**

As required by the Electric Vehicle Recharging Equipment for Multifamily Units Act, Condo 1 may not prohibit or unreasonably restrict, installation or use of electric vehicle recharging equipment.

A commercial grade pedestrian cable cover must be placed over the cord between the vehicle being charged and the charging station or electrical outlet when the cord is on a sidewalk in the General Common Elements. Residents seeking guidance about the sufficiency of a covering shall contact the Board's Architectural Committee.

## **Article 4 - Architectural Standards, Maintenance and Compliance**

### **4.0 Alterations.**

External additions, structural alterations or improvements, including, without

limitation, changes to windows, doors, exterior painting, roofs or any other structural or cosmetic change, are prohibited without Board approval. Unit owners must use licensed and insured contractors for such alterations.

Unit owners may paint front doors without Board approval only if the new color is among those on the Board's posted list of approved colors.

#### **4.1 Architectural Change Request, Review Process and Board Decision**

Residents shall submit an Architectural Change Request (Request) to the Board before making any of the changes identified in Section 4.0 above. The Request shall include a written description and a diagram of the proposed changes and must be signed by the unit owner. The Board may refer a Request to its Architectural Standards Committee (Standards Committee) for review and recommendation. The Board need not follow the Standards Committee recommendation.

After changes have been made, the unit owner must immediately ask the Standards Committee to inspect the completed work and determine if it is consistent with the Board approved project. If the completed work is not consistent with the approved project, the Standards Committee will so advise the Board.

#### **4.2 Corrective Action.**

Within sixty (60) days following notice from the Board that the work done is not consistent with the approved project, the unit owner shall do what is necessary to make the completed work consistent with the approved project. If remedial change cannot be completed within sixty (60) days, the Board may grant an exception. The unit owner shall advise the Board when the remedial work is done. The Standards Committee will inspect the remedial work and assess whether the project is now consistent with what the Board approved. If not, the Board may take further action in the manner prescribed in the Regulations.

### **Article 5 - Landscaping**

#### **5.0 Gardening the Limited Common Areas in Front and Back of Units**

Gardening and landscaping are permitted in the Limited Common Elements in front and back of each unit. At the rear of a unit, gardening and landscaping are permitted between the two side fences in the area no greater than the length of the longest side fence.

No trees or shrubs may be planted In the Limited Common Elements in the front or back of a unit without prior Board approval, unless they are planted in a pot.

A unit owner or resident may not plant shrubs and flowers in the Common General Elements. A unit owner may request Board approval to take charge of the plantings between the sidewalk and the front wall of the unit. If approved, the unit owner accepts responsibility for the cost, care and maintenance of that space. Flags must be placed in this area if the unit owner does not want Condo 1's landscaping contractor to maintain this area.

*Note:* The Condo will instruct its landscapers not to remove or trim such plantings, but owners are advised that they incur some risk that these instructions do not always register with front-line workers.

### **5.1 Trees**

Trees may not be planted in the Limited Common Elements in the front or back of a unit, although small trees in pots are permitted. All trees planted in the ground or in pots before the effective date of these Regulations are permitted.

Trees planted in pots must be pruned regularly so they do not interfere with the Common General Elements, including without limitation, roofs, fences, walls, steps, railings, gutters, downspouts and foundations.

### **5.2 Vines, Ivy and Climbing Plants**

No Unit owners or residents may plant ivy or other plants that cling to fences or walls in the Limited Common Elements in front and back of a unit. Trellis-trained plant material is permitted, provided the plant material remains on the trellis.

### **5.3 Failure to Maintain Plantings**

If plantings in Limited and General Common Elements are not properly maintained, a complaint may be filed with the Board. Any such complaint is subject to the enforcement provisions set forth in Article 6.

## **Article 6 - Enforcement, Citations and Penalties**

The Bylaws authorize the Board to take action to address violations of the standards established by the Master Deed, Bylaws and Regulations. A system of citations and penalties has been established to ensure compliance.

If a violator is not a unit owner, the owner will be provided with a copy of all correspondence relating to the violation, any hearings and the penalty imposed.

Unit owners are responsible for and must pay any fines imposed by the Board.

## **6.0 Citation and Correction of Violations**

Residents and unit owners who violate provisions of the Master Deed, Bylaws and Regulations will receive a written cease and desist citation from the Management Office. This notice will identify the nature of the violation and the deadline for correction. In emergency situations a violation must be corrected within twenty four (24) hours. In situations not involving an emergency, the violation must be corrected within fifteen (15) days.

If a unit owner or resident does not correct a violation involving an emergency situation within twenty four (24) hours, the Management Company may enter a unit or the Limited Common Element in front or rear of a unit to address the violation and to protect adjacent units and the Limited and General Common Elements from, for example, and without limitation, fire, smoke or inappropriate water flow.

**Unit owners grant a right of entry to address emergency and other situations as set forth in Article V Section 6 of the By-Laws.** Costs resulting from a Management Company entering a unit must be paid by the unit owner, if not covered by insurance maintained by Condo 1.

### **6.1 Fines**

Fines may be imposed for violations of the Bylaws and Regulations as follows:

- (a) First violation - the Board, at its discretion, may impose a fine no greater than \$250.
- (b) Second and each subsequent violation - the Board, at its discretion, may impose a fine no greater than \$500.

A unit owner must pay a fine regardless whether the offender is the unit owner, tenant, guest or household member.

### **6.2 Unit Owner Obligation to Reimburse Condo 1**

If Condo 1 incurs expenses to correct a violation, the unit owner must reimburse Condo 1. If Condo 1 is not paid within fifteen (15) days after receiving a written notice from the Management Company, a fine in the amount of one tenth (10%) of the cost of the expenses incurred by Condo1 to correct the violation will be imposed. The unit owner must correct a violation even if a fine is paid.

### **6.3 Procedures for Imposition of Fines**

The Board may not impose a fine or infringe upon any rights of a unit owner for violations of the Bylaws or Regulation until the Board complies with the procedures set forth in this Article 6.

#### **6.4 Notice.**

If the Board receives a written complaint or otherwise determines that the Bylaws or Regulations have been violated, the Board shall send written demand to cease and desist to the alleged violator at the violator's address of record, identifying:

- (a) the nature of the alleged violation;
- (b) the action required to abate the violation;
- (c) that if the violation continues after fifteen (15) days) or if there is a subsequent violation, the alleged violator may request a hearing before the Board to be held in executive session;
- (d) the time, date and place of the hearing, which may not be sooner than ten (10) days after the alleged violator submits a request for a hearing, provided however that if the alleged violator appears at the hearing this notice requirement will be deemed satisfied;
- (e) advising that the alleged violator will be given a reasonable opportunity to be heard and may present any statement, evidence or witnesses and cross examine witnesses; and
- (f) the proposed sanction.

#### **6.5 Unit Owner Right to Request Hearing; Board Action**

**The recipient of a citation of violation may request a hearing, within fifteen (15) days of the date of the citation. The Board must provide written notice of the time and place of the hearing, and the hearing may not be scheduled less than ten (10) days after the hearing request was submitted. The hearing with the Board.**

If the alleged violator does not request a hearing within fifteen (15) days, then the Board at its next meeting shall deliberate as to whether a violation has occurred and what sanction to impose.

#### **6.6 Appeal.**

The Board's decision may be appealed to courts of Maryland, as provided by law

#### **6.7 Filing Suit**

If a Unit owner fails to comply with the Regulations, By-laws, or with any Board action or decision, the Board or any unit owner may file suit against the alleged violator for damages, injunctive relief or both.

## **6.8 Collection of Fines**

Fines will be collected in the same manner as any other assessment.

## **6.9 Liens**

If a fine is unpaid, the Board may take legal action to place a lien on the unit in question. A unit cannot be sold unless all fines and all associated expenses in obtaining the lien are paid and the lien has been removed. The Board may foreclose on a lien if deemed necessary.

## **6.10 Other penalties for Failure to Pay Fines and Expenses**

The Board may take other action if a unit owner fails to pay fines and expenses incurred by the Board, including referring a matter to the proper law enforcement agency.

## **6.11 Costs Incurred by the Board**

A unit owner is liable for and must pay all reasonable attorney fees and costs incurred by the Board in enforcing the provisions of the Master Deed, Bylaws, and Regulations.