

THE UPLANDS HOMEOWNERS ASSOCIATION, INC.

POTOMAC OVERLOOK CONDOMINIUMS NATIONAL HARBOR, MARYLAND



RULES & REGULATIONS FOR USE OF UPLANDS COMMON AREA

May 2023

THE UPLANDS HOMEOWNERS ASSOCIATION, INC.
POLICY RESOLUTION
RULES AND REGULATIONS FOR UPLANDS COMMON AREA
POLICY RESOLUTION NO. _____

(Policy regarding rental and usage of Uplands Common Area)

WHEREAS, Article 6, Section 6.1 of the Declaration of Covenants, Conditions and Restrictions ("Declaration") of The Uplands Homeowners Association, Inc. ("Association") states that the Board of Directors ("Board") shall have and shall exercise the powers and duties of the Association enumerated in the Declaration and these Bylaws except for such powers and duties in the Maryland Homeowners Association Act or by the Declaration and these Bylaws not delegated to the Board of Directors by the Unit Owners; and

WHEREAS, Article 8, Section 8.1 of the Declaration provides that the Association shall be responsible for the upkeep and operation of the Uplands Common Area as that term is defined in the Declaration (hereinafter referred to as "Common Area" or "Common Areas");

WHEREAS Article 6, Section 6.1 of the Declaration provides Board of Directors may, from time to time, enact uniform Rules which govern the use and operation of the Association, as well as the conduct and the enjoyment of the Unit Owners; and

WHEREAS, the Board of Directors has determined that it is in the best interest of the Association to adopt a formal policy to establish the Rules and Regulations that will govern use of Common Areas, including but not limited to the areas designated on Exhibit A.

NOW, THEREFORE, BE IT RESOLVED, THAT the Board of Directors adopts the following policy regarding the use and rental of the Common Area for certain private events and hereby directs the Management Agent to administer the policy.

I. GENERAL USAGE OF COMMON AREA

A. All animals and pets must be leashed at all times within the community when not within a fenced area. Fenced area includes the dog park. No animal shall be allowed to be exercised, walked or carried without being properly leashed and must be kept under the physical control of the owner or responsible party at ALL TIMES.

B. Pet waste left by any pet in Common Areas shall be picked up immediately by the person(s) controlling the animal/pet, who shall carry means to clean up such waste and excrement immediately. Any pet owner who fails to clean up pet waste will be subject to fines. Pet owners shall be responsible for the acts of others in whose care a pet is placed.

C. Pursuant to local county and city/town ordinances, no animal shall disturb the quiet of any resident and the failure to keep animals from causing frequent or long continued noise, to the disturbance of the comfort of other residents, is strictly prohibited.

D. Residents using the Common Area comply with the Prince George's County noise ordinance, which is in effect 24 hours a day, 7 days a week and within 50 feet of any residence from all sides as follows:

**Maximum allowable noise levels (dBA) for residential areas is
55 at night and 65 during the day**

E. Storage of any type is prohibited on Common Area.

F. Guests to the property are the sole responsibility of the hosting Unit Owner (“Owner”).

G. No illegal activity as defined under Prince’s George’s County, Maryland, or Federal law, including but not limited to drug use, consumption of alcohol by a minor, gambling, loitering, public urination or destruction of property is permitted in Common Area. No activity shall occur which may become a nuisance to anyone who resides in the community. Legal action in accordance with all applicable laws will apply

H. No Solicitation is allowed within the Uplands HOA including the attachment of any flyer, magnet or other advertisement to mailboxes.

I. Objects such as but not limited to, personal belongings, machines, construction equipment, construction materials, sporting equipment, and /or toys shall not be left unattended in any Common Area, at any time. The Association reserves the right to remove and dispose of such items if left unattended.

J. Professional instructors wishing to give instruction on Common Area must present the Board of Directors with appropriate credentials and insurance coverage.

K. Community events organized solely for the benefit and enjoyment of Owners and Lessees as defined below may be held subject to the sole discretion of the Board of Directors. For such events, Owners must make a written request to the Board of Directors. The request shall state the date and time of the as well as a description of the event. Such events will be open to all Owners and Lessees.

II. RENTAL OF COMMON AREA FOR PRIVATE EVENTS

A. Subject to the availability of specific sections of the Common Area, Owners that are in good standing may apply to rent the such areas for their exclusive use and private events (a “Private Event”) by complying with the terms of this policy. Owners may rent Common Areas on behalf of a tenant occupying their Residential Unit (a “Lessee”) under an enforceable lease. To be in good standing, an Owner and Lessee must be in compliance with the rules and regulations of the Association, including, but not limited to, the obligation to pay assessments and the obligation to comply with all Covenants, rules and regulations set forth in the Declaration, Bylaws, and policy resolutions of the Uplands HOA. In order to be eligible to rent Common Areas, a Lessee must have a lease on record with the applicable association manager (the “Manager”) or board of the Residential Condominium within the Uplands HOA and provide the lease if requested by the Management Agent. The Management Agent shall administer all requests for the rental of Common Area on a first-come, first-served basis.

B. Scheduling of Private Events in Common Area rentals will be coordinated with the Management Agent staff through the Uplands HOA’s website: www.uplandsnh.com. Notwithstanding allowable use by Lessees, only Owners may reserve the space through the website, and Owners remain liable for the actions of Lessees during the rental period. An Owner need not be present at the actual Private Event to schedule a Private Event on behalf of a Lessee, but the Owner must be the signatory on the rental documentation further described below. To summarize, Lessees may host Private Event, but the Owner must make the reservation and sign the rental documents for a Lessee to be able to host a Private Event.

C. As part of the rental process, an Owner who wishes to reserve Common Areas (henceforth, a “Renter”) must complete the application which is also available on the website and show proper identification to prove ownership in the Association to the satisfaction of the Management Agent.

III. RENTAL OCCUPANCY

The maximum number of people who may occupy various areas of Common Area at any one time is listed on the enclosed map showing the location and square footage of each Common Area space. All Renters must comply with this occupancy limit and bear complete and total responsibility for compliance with this restriction for the entire duration of any rental period. Failure by a Renter to comply with the occupancy limits for the Common Area during the rental period will result in a loss of rental privileges for the Common Area in the future.

IV. TIME OF USE

The Common Area shall be available for private rental for a maximum of four hours. Events can be held Sunday through Thursday from 9:00 am to 8:00 pm and on Friday and Saturday from 8:00 am to 10:00 pm.

V. CONDITIONS OF RENTAL

A. A Renter must sign a non-transferable contract (the “Rental Contract”) for the rental of the Common Area and pay the required deposit. A copy of the Rental Contract is attached hereto as Exhibit B. The Rental Contract shall provide that individuals are expressly prohibited from reserving Common Area for use by another party. If a resident reserves a section of Common Area for use by another party, he or she shall be in breach of the Rental Contract and shall forfeit their entire deposit and shall be permanently prohibited from renting any section of Common Area in the future. The Board of Directors shall authorize the Management Agent with the authority to review all proposed Rental Contracts. The Management Agent shall have the power to deny any rental request if the proposed use appears to be in conflict with the terms of this policy. The following conditions shall apply to all Rental Contracts:

1. Renters are prohibited from interfering with the quiet enjoyment of other residents through noise and/or loitering. The maximum noise level of gatherings is 65 dBA.
2. Common Areas shall not be available for events that are open to the general public.
3. Renters must be physically present in the Common Area at all times for the entire duration of the rental period.
4. Renters may not charge fees of any sort for admission or entry into Common Area.
5. Renters must provide a minimum of one adult for every ten minors present during the use of Common Area.
6. The removal and/or modification of Association furniture or equipment is not permitted by Renters or their guests. Should the removal of furniture be required to safely host the

Private Event for which the space is reserved, the resident must indicate such requirement on the Rental Contract so the Association can arrange for the space to be setup. A space setup fee will be charged as indicated on the Rental Contract.

7. Renters or their guests may not bring acids or any other material that is flammable, toxic, or any “hazardous material” as defined by federal regulations, or presents any potential for damage to Common Areas.
8. Before vacating the premises, Renters must perform “routine cleaning” of the area removing all personal belongings, equipment, trash and debris.
9. Setup and cleaning of the premises must occur during the block of time in which the premises is being rented.
10. Animals and pets must be under control of their owner and leashed at all times. Should a Private Event allow pets, the Renter is responsible for removal of solid pet waste.
11. The Common Area may not be used for commercial purposes.
12. The service or the sale of alcoholic beverages is not allowed in the Common Area.
13. If outside commercial caterers will be used, the resident must indicate such on the Rental Contract and must provide the Management Agent with a copy of the catering contract no later than seven (7) days prior to the Private Event and a copy of the caterer’s insurance certificate reflecting that the Association is an additional named insured under the caterer’s liability insurance policy.
14. The Manager or any member of the Board of Directors has the power to terminate a Private Event if the Renter or his or her guests fail to comply with the provisions of this policy or any policies, rules or regulations of the Association. Renters must cooperate with, and obey at all times, the Management Agent and Association personnel.
15. Renters must ensure that all attendees who are not residents in the Uplands HOA stay in the specific event area and do not wander through other parts of the community.
16. Renters are responsible for ensuring that their guests and invitees comply with the terms of this policy and the contract. Any violation of this policy and/or the contract by a guest or invitee shall be treated as a violation by the Renter.
17. Reservations occurring on a “Special Day” (including, but not limited to Christmas, Christmas Eve, Thanksgiving, Easter, 4th of July, New Year’s Day, New Year’s Eve and the finals of major sporting events) shall be subject to review by the Board of Directors and Management Agent and may be regulated to prevent any single owner from enjoying disproportionate use of the Common Area on a Special Day.

VI. FEES AND DEPOSITS

A. Any resident who wishes to reserve a section of the Common Area must pay a security deposit in the amount of **\$250.00**, along with a non-refundable administrative fee payable to the Manager of **\$75.00** in advance. In the event of any breach of this Policy, the Board of Directors shall reserve the right to retain all sums pre-paid by the contract as damages and to cancel the Private Event; provided, however, that the Board

of Directors will send written notice to the resident explaining the violation, the reason the resident's security deposit has been retained and/or cancellation of the Private Event has occurred and giving the resident the right to contest any alleged violation of the terms of this Policy with the Board of Directors. A resident's failure to request an appeal of any charges imposed will be deemed an acceptance of the charges.

B. All fees received from Common Area rentals shall be deposited in the Uplands HOA account.

C. The Board of Directors reserves the right to change the security deposit amount and administrative fee and/or establish an hourly fee at its discretion, although anyone who signs a contract for rental of the Common Area shall be required to pay the deposit in effect at the time they signed the contract.

D. The Common Area shall be formally rented when a Renter delivers to the Association a signed copy of the Rental Contract, along with full payment of the security deposit and rental fee and receives approval from the management company. All payments must be in the form of a check or money order made payable to The Uplands HOA.

E. If a Renter wishes to cancel the Rental Contract, the Renter must send written notice to the Association at least 7 days prior to the rental date. In the case of a cancellation, the Association shall refund the deposit within 10 business days following the date of receipt of notice of cancellation. Failure to cancel the reservation within 7 days of the Private Event will result in a forfeiture of the security deposit.

F. The Association shall refund the security deposit (or balance thereof) in a form payable to the Renter. The Association shall deduct from the security deposit any amounts necessary to cover any costs of "routine cleaning" not satisfactorily completed by the Renter as described in Section V and agreed to by the Renter in the contract. The determination as to whether the Renter has satisfactorily completed all routine cleaning shall be at the sole discretion of Management, who shall determine the cost of any necessary additional cleaning, repairs or replacements of any property damaged during the use of the Common Area, which may also include the costs of any extraordinary cleaning services or grounds restoration, if determined necessary by Management. The Renter shall be responsible for any difference between the amount of damages and the security deposit, which shall be treated as an assessment against the Renter's lot. The Renter shall be responsible for any and all damages and violations that occur due to the use of the Common Area regardless of whether the Renter personally caused the damage.

G. After the rental of the Common Area, the Association shall document the condition of the area. If there no damage, the security deposit shall be refunded within 10 business days. If damage has been found, it will be documented and the itemized cost of repairs will be sent to the renter. If the renter disagrees with the damage report, they may file a written appeal to the Board of Directors with the Manager within 10 days. The appeal should contain their reasons for appealing. The Board of Directors will then schedule a hearing within 15 days to review the matter to make a decision. The renter will be notified of the decision within 10 business days.

H. If the Renter fails to pay any sum due to the Association after thirty (30) days of a final decision, the principal amount due shall bear interest from the date due at a rate not to exceed that interest rate then charged by the IRS on delinquent taxes. A "final decision" shall be the final decision of the Board of Directors after a Renter has appealed the imposition of charges to the Board of Directors or, if the right to appeal a charge has been waived, the date of notice of the imposition of charges is sent to the unit owner.

I. The Renter agrees to pay all reasonable costs, including legal fees, court costs and administrative fees, in the collection of any outstanding obligation owed to the Association resulting from the enforcement of the Association’s policy concerning the rental of the Common Area.

VII. ENFORCEMENT OF RULES AND REGULATIONS

In order to enforce the Uplands HOA Bylaws, Declaration, Articles of Incorporation and Rules and Regulations, the Board of Directors may levy, assess, and collect reasonable fines and costs. The fines will be assessed against the Owner for violations by the Owners, members of his or her family, invitees, licensee, or Lessees of such Owners.

Enforcement Definitions (underlined):

Cure Period: Time allotted to abate a cited violation before additional action may be taken by the Association.

Offense: An infraction or failure to follow a rule.

Violation: Category of offense.

THE STANDARD FINES TO BE LEVIED IN THE CASE OF EACH VIOLATION TYPE ARE AS FOLLOWS:

SCHEDULE OF NOTICES AND FINES

A. First Violation: Formal Letter with No Fine offering the opportunity for a hearing

B. Second Violation: Formal Letter with a \$50.00 Fine

C. Third Violation: Formal Letter with a \$75.00 Fine

D. 4th & Reoccurring Violations: Formal Letter with a \$100.00 Fine & Hearing called by the Board of Directors to determine additional enforcement and suspension of recreational facility access

1. The list above is not intended to be all-inclusive and additions may be made as required.
2. The Association will endeavor to mail written notice to any Owner in violation.
3. All offenses will be subject to a ten (10) day cure period commencing upon the sending of the formal letter. Failure to cure within the specified time period will result in a subsequent violation.
4. All fines shall be paid within fifteen (15) days from the sending of notification.
5. Failure to pay any fine in the time set forth herein may result in the filing of appropriate legal action. In addition, voting rights and the right to use the recreational facilities may be suspended as determined by the Board of Directors. Any resident or guest violating the Association’s Rules and Regulations is subject to revocation of

access to the recreational facilities. Revocation or denial of access can only occur after

6. written notice and an opportunity to be heard by the Board of Directors. Recreational facility reinstatement will be determined by the Board of Directors.
7. Owners are responsible for damage that they, their guests, and/or their Lessees cause to the Common Areas.
8. All legal fees or costs incurred by the Association to enforce violations or collect fines will be the responsibility of the Owner.
9. The Association may impose "Self-Help" if any defaulting owner fails to perform any of its obligations under this document. The fine schedule will remain in effect when the self-help clause is imposed.
10. Any violation notice with an associated fine shall provide written notice to the person alleged to be in violation, and the Owner of the residential unit which that person occupies or is visiting, if such person is not the Owner, of the specific nature of the alleged violation and of the opportunity for a hearing before the Board of Directors upon a request made within five (5) days of the sending of such notice.
11. Any violation notice with an associated fine shall include notice that in lieu of requesting a hearing, the alleged violator or Owner may respond to the notice within five (5) days of its sending, acknowledging in writing that the violation occurred as alleged and promising that the violation will henceforth cease and will not recur, and that such acknowledgement and promise, and performance in accordance therewith, shall terminate that enforcement activity of the HOA with regard to such violation.
12. The Renter shall be subject to the Association's enforcement policy for violations of the governing documents if the renter violates this policy. The Association shall be permitted to take all actions authorized by the Association's Declaration, Bylaws and policy resolution and the Maryland Homeowners Association Act, including, but not limited to, the enactment of a special charge, or any amendment thereof. In addition, the Association reserves the power to suspend any member's right to reserve the Common Area for any future period determined by the Board of Directors to be commensurate with the nature of the offense.
13. Owners are ultimately responsible for the conduct of their Lessees. If a Lessee who rents the Common Area violates this policy or causes damage to the premises that exceed the security deposit, the Association shall hold the Owner responsible for such conduct and costs and reserves the right to take appropriate action against the Owner, including, but not limited to, assessment of penalties and the assessment of damage costs against the title to the Owner's Residential Unit.

VIII. LIABILITY

The Association, its directors, agents, officers, employees or other designees shall assume no responsibility for the personal property of any individual who occupies or uses the Common Area during a rental period.

The Renter and any guest or other user of the facilities shall be responsible for adherence to all of the Association's rules and regulations, legal documents, and policies, including any amendments thereto and all specifications of the contract, and the Renter shall be responsible for ensuring that his guests and invitees comply with all such rules and regulations, legal documents, and policies.

The effective date of this Resolution shall be this ___ day of 6/21/2023, 2023

The Uplands HOA

DocuSigned by:
Stuart Prince

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Stuart Prince, President

Exhibit A Uplands Common Area Available for Rental



	<u>Square Footage</u>	<u>Maximum Capacity</u>
Common Area #1	26,209 SF	80
Common Area #2	11,244 SF	40

Exhibit B

Rental Contract for Uplands Common Area

Owner Name(s): _____

Street Address: _____

Phone Number and Email Address: _____

If this is a party sponsored by a resident for a guest, please provide the following:

Name of Sponsored Guest:

Street Address:

Phone Number and Email Address:

Please send two (2) separate checks, one for the \$250.00 security deposit and non-refundable administrative fee of \$75. Checks and money orders are to be made payable to THE UPLANDS HOMEOWNERS ASSOCIATION. There will be a \$50.00 service charge for any check that is returned from the bank. Deposit refunds or portions thereof will be mailed to the address below within 14 days after the Private Event.

MAILING INSTRUCTIONS FOR SECURITY DEPOSIT REFUND:

Mail to:

Date of Event: _____

Hours of Event:

Start Time: _____

End Time: _____

Nature of Event (include Purpose of Event and Number of Guests):

INDEMNIFICATION:

In exchange for permission of the Board of Directors of the Uplands Homeowners Association to rent the Common Area for a Private Event, I/We do hereby agree as follows:

I/We shall hold harmless and indemnify the Uplands Homeowners Association, its successors and assigns, its Management Agent, Officers and Directors, both individually and collectively, from and against any and all liabilities, damages, expenses, and any attorney’s fees or costs of defense resulting from or attributable to any and all acts and omissions of mine/our guests and invites, pertaining to the use of the Uplands HOA Common Areas, including, but not limited to, damage or injury to my/our guests, or attendee’s person, possessions, or property.

I/We accept full responsibility for maintaining the condition of all property as originally provided at the time of the Private Event. I/We fully understand that if the property is not in the condition as it was at the time of the Private Event, the security deposit will be forfeited, to the extent necessary to return the Common Area to its pre-event condition. In the event damages exceed the total dollar amount of the security deposit, I/We hereby accept full responsibility for the payment of all damaged over and above the amount of the security deposit.

I/We agree to pay all reasonable costs, attorney’s fees, and expenses that shall be incurred by the Uplands Homeowners Association if legal action is taken to enforce the terms of this agreement.

I also agree to remain in attendance for the entire duration of the Private Event.

I/We have received a copy of, and agreed to abide by, the procedures, rules and regulations of the Uplands Homeowners Association concerning the Common Area. I/We understand that failure to comply with these procedures, rules and regulations may result in the loss of our right to use the recreation facilities.

Date

Applicant Signature

Note: All Applications should be mailed or emailed to the following address:

Uplands Homeowners Association
c/o Abaris Realty, Inc.
7811 Montrose Road, #110
Potomac, MD 20854

sambush@abarisrealty.com

Applications may also be submitted on-line through the Uplands HOA website at:

www.uplandsnh.com