

# QUEEN'S LANDING

## **RULES AND REGULATIONS**

Approved by the  
Queen's Landing Board of Directors

January 2010

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Queen’s Landing Rules and Regulations Short List

## Welcome to Queen's Landing

You own or rent a home in the finest residential condominium community on Kent Island. Queen's Landing is a unique waterfront community with amenities that provide an extremely pleasant lifestyle for all who live here. With the low resident density per acre and endless waterfront, you will find Queen's Landing a spacious and relaxing retreat to come home to and enjoy the simple pleasures of life. It is important that all unit owners and tenants read and understand their rights and responsibilities as presented in this document.

As with any Homeowners' Association, this document defines the rules and policies which all residents must follow in order to ensure the general welfare and safety of the community. These rules and policies were written with the "reasonable person standard" as a guide where each person has a duty to behave as a reasonable person would under the same or similar circumstance of varying situations.

### DEFINITIONS

The terms **Common Element** and **Limited Common Element** are used extensively in the Queen's Landing Rules and Regulations. Below is a general explanation of Common Element and Limited Common Element as it applies to Unit Owners and the Association.

**Common Elements** - consist of all the areas of the Condominium except the individual units and the associated Limited Common Element. A Common Element is any area in the community to which all unit owners/tenants have access. Examples include, but are not limited to: pool, clubhouse, walking path. The boat docks/piers are not Common Elements. The Queen's Landing Council of Unit Owners is normally responsible for the maintenance of all Common Elements. Consult the Queen's Landing By-Laws, Exhibit B, for specific details of Common Element maintenance responsibilities.

**Limited Common Elements** – consist of the area immediately surrounding the individual units and is described on the Plats and Plans of the community. The amount of Limited Common area associated with each unit varies throughout the community. These Plats are available in the clubhouse office. Examples of Limited Common Elements include, but are not limited to, patios, decks, and outside stairwells. Access to and use of Limited Common Elements is normally restricted to the unit owner/tenant. The Queen's Landing Council of Unit Owners is normally responsible for the maintenance of the Limited Common Elements. Consult the Queen's Landing By-Laws, Exhibit B, for specific details of maintenance responsibilities.

**Changes to the Common/Limited Common Elements and to the Units** - All requests for changes or additions to Common or Limited Common Elements and the units themselves must be made in writing via the Architectural Change Request form. These forms are available at the clubhouse office. All assessments and fees must be current before any Architectural Change Request form will be considered. Any request to alter the physical structure of the building will require that you submit detailed specifications and drawings from your contractor along with the Architectural Change Request Form. The Covenants Committee (see section at the end of this document re: Covenants Committee) investigates all requests, and you will be notified in a timely fashion of the outcome of this investigation. Do not make any changes or additions until you have received written approval. In most cases, you will be responsible for all costs and future maintenance of the changed or added element. Failure to maintain changed or added elements could result in their removal by the Association at the owner's expense. When selling a unit with a changed and/or added element, the seller must notify the buyer of the maintenance responsibility in writing and confirmation of this notification sent to the

Association's Managing Agent. Failure to supply this notification to the buyer does not negate the buyer's responsibility to maintain the added/changed element.

### **COMPLAINTS and VIOLATIONS (Dispute Settlement Mechanism)**

In an effort to document complaints and possible covenant violations, unit owners are asked to provide the Property Manager with the following written information (tenant complaints must be submitted by the Unit Owner):

- Your name and unit address
- Your email address (if applicable) and home phone number
- Date(s) and time(s) of the alleged violation(s)
- Unit address where the alleged violation(s) occurred
- Background circumstances of the alleged violation(s)
- Your concerns and recommended action
- A statement concerning your willingness to appear for a formal Board hearing

This information may be submitted via the Queen's Landing Web Site at [www.queenslanding.org](http://www.queenslanding.org) select "Covenants tab" located on top of the page then, "Forms Online" located on the top right side of the page. You may also submit the information in person at the Property Manager Office located in the Clubhouse.

Once the written complaint/violation is received by the General Manager, the following sequence as directed in Section 11-113 of the Maryland Condominium Act begins:

**Courtesy Notice:** A courtesy phone call, email, or letter will be sent to the violator requesting they immediately stop or correct the violation. No Community sanction or loss of privilege will occur. If the violation is not resolved within a reasonable time period as determined by the Property Manager, formal written notification will follow.

**Written Notification:** If the complaint/violation continues, written notification will be sent to the violator requesting they cease and desist from the activities that generated the violation. The letter will specify:

- Notification that a written complaint has been received
- The violation and the action required to stop the violation
- Time period (10 days) during which the violation may be stopped or a show cause hearing may be requested without sanctions taken

If the violation continues past the ten (10) day period stated in the written notice or if the same rule/regulation is violated within 12 months of the written notice, the Board will serve the violator with a certified letter announcing a hearing to be held by the Board.

**Certified Letter:** If the violation continues as outlined above, a certified letter will be sent to the violator. The letter will specify:

- Nature of the violation
- Announcement of the time and place of a "Show Cause Hearing" (not less than 10 days from the notice)

- Invitation to the violator to attend the hearing, and to provide any statement, evidence or witness on his/her behalf
- Notification that possible fines and/or sanctions could be imposed

The letter will also state that the hearing will be held in executive session and that the owner will be responsible for reimbursing all Queen's Landing legal costs, as applicable, if it is determined a violation has been committed.

**Hearing:** A hearing will be held should the violation not be resolved. A quorum of the Board of Directors is required to hold the hearing and will hear all evidence and circumstance relevant to the issue at hand. If it is determined that the owner has committed a violation, the Board may take such action as required to resolve the violation(s) to include any Community sanctions and fines as deemed appropriate. The Board may also choose to invoice the owner for any applicable legal costs incurred by the Association in addition to any sanctions or fines. All violations are subject to a \$25 maximum fine or 1% of the unit owners Association dues, whichever is higher, these may be levied daily and/or per occurrence without further hearings and possible loss of Community privileges. Unpaid fines and other costs may be subject to formal collection action, as defined in the Bylaws, including filing a lien against the property.

The hearing will be conducted in executive session at which only Board members, the Board's invited witnesses, the charging Unit Owner(s), witnesses, and legal counsel (if applicable), the accused Unit Owner(s), witnesses, legal counsel (if applicable), Property Manager, and Association legal counsel (if applicable) will be permitted to be present at the hearing. The accused Unit Owner(s) does not have to be present.

The President of the Board, or his/her designee, will serve as the Hearing Officer of the hearing. The Property Manager or President will state the basis of the complaint/demand, with the assistance of any material witnesses (if applicable). The accused Unit Owner(s) will have the opportunity to provide his/her own witnesses, and to have a reasonable period in which to present any mitigating circumstance or "show cause" in his/her defense. The unit owner shall have the right to cross-examine witnesses.

**Report:** At the conclusion of the hearing, the Board shall either issue a finding to those present or issue within five (5) business days a written opinion of its findings. The Board's written opinion will include confirmation of the original notice of violation(s), a brief statement of who was present at the hearing, the violation, the evidence presented at the hearing, the decision reached, a brief explanation of the decision, and any remedy imposed including sanctions and/or fines and the time table for compliance. Fines that are not paid within 15 days upon receipt of the reprot will be subject to late fees and will be subject to a lien in accordance with the Governing Documents and the Maryland Contract Lien Act.

### **Feeding Wildlife**

It is Queen's Landing policy not to feed the geese and ducks that visit and live on our property because of the potential contamination of the grounds from droppings and the danger to the animals. Let's keep ourselves, the bay, and the animals healthy by not feeding these migratory waterfowl.

# **1: BUILDING AND GROUNDS**

## **1.1 INTERIOR/EXTERIOR CHANGES**

- (a) No structural changes, improvements or alterations may be made to a unit which cuts through existing walls, support studs or floor joists, nor may any changes, improvements or alterations be made to Common Elements or Limited Common Elements without written approval from the Board of Directors. A request to change or alter the physical structure to a unit, Common Element or Limited Common Element requires that the Board receive detailed specifications and/or drawings on an Architectural Change Request (ACR) form. Your request will be reviewed by the Covenants Committee, Buildings Board Liaison or Grounds Board Liaison, as appropriate. A reply to your request will be sent no later than 45 days of your submission. Do not begin any work until you have received written approval. ACR forms are available on the Queen's Landing web site and at the Queen's Landing Clubhouse Office. Interior painting, wallpapering, carpet replacement, decorating, or other non-structural changes do not require Board approval.
- (b) In most cases you will be responsible for all costs and future maintenance of approved changes or additions. Failure to maintain approved changes or additions could result in their removal by the Association at your expense. When selling a unit with an approved change or addition, the seller must notify the buyer of his/her responsibility to maintain such changes or additions in writing and a dated confirmation of this notification sent to the General Manager. Failure to supply this notification to the buyer does not negate the buyer's responsibility to maintain the added or changed element.

## **1.2 DOORS AND WINDOWS**

- (a) Replacement, additions or alterations to doors (including storm and screen doors) windows or skylights, require that an Architectural Change Request form be submitted to the Queen's Landing Clubhouse Office for approval. ACR forms are available on the Queen's Landing web site and at the Queen's Landing Clubhouse Office. A list of the approved styles and colors is available in the Clubhouse Office.
- (b) Shades and window coverings must be of neutral color, for example white, off-white or cream colored, to the outside and must be maintained in a manner that will not detract from the visual appearance of the community based on a reasonable person's standard.
- (c) No item other than those designed for that express purpose to shade or cover a window or door will be used. Reflective or opaque solar film on units is prohibited.
- (d) Decorative door glass may be installed but requires that an Architectural Change Request form be submitted to the Queen's Landing Clubhouse Office for approval.

## **1.3 PATIOS, PORCHES AND DECKS**

- (a) Patios, porches and decks must be maintained in a manner that will not detract from the visual appearance of the community. Installation of patio or deck awnings and any permanent outdoor flooring such as tile and stamped concrete requires that an Architectural Change Request form be submitted to the Queen's Landing Clubhouse Office for approval. A list of

the approved styles and colors of permanent outdoor flooring is available in the Clubhouse Office. Carpet is not permitted on patios or wooden decks.

- (b) No articles such as rugs, towels, clothing etc., shall be hung from balcony railings, doors or windows, or placed upon windowsills.
- (c) Decorative flags, banners and pennants may only be displayed from the rear of the unit and must be mounted on the rear patio, porch or deck. All such flags, banners and pennants must be tasteful, inoffensive, and not block the view of other residents. There are no restrictions as to the display of the American flag as long as the size and location does not interfere with a neighbor's view and access. The physical condition and display of the flag must conform to United States standards. See [www.ushistory.org/betsy/flageti.html](http://www.ushistory.org/betsy/flageti.html) for US flag rules and regulations.
- (d) All patios, porches and decks shall be kept neat and orderly and not detract from the overall appearance of the Community.

#### **1.4 STORAGE**

- (a) Household items should be stored in the rear of the unit in a manner that does not detract from the visual appearance of the community. Items shall not be stored on main entrance porches.
- (b) Storage bins and/or containers designed for outdoor use may be used on patios only not including main entrance porches.
- (c) Small boats, dingy and other water crafts shall be stored on areas provided at the Clubhouse. Kayaks may be stored on patios. Items requiring a licensed wheeled trailer shall not be stored on patios or Limited Common Elements.

#### **1.5 FLAMMABLE MATERIALS AND GRILLS**

- (a) No hibachi, gas-fired grill, charcoal grill or similar devices used for cooking, heating, or other purpose, shall be used or kindled on any balcony except for the use of UL electric ranges, grills or similar electrical apparatus.
- (b) No open flame may be used under an overhanging portion of the building structure, or within ten (10) feet of any building. Patios and porches that have a deck, roof, or open awning above them are considered overhangs.
- (c) Storage of flammable liquids including, but not limited to, propane, gasoline, kerosene, etc., must not be in violation of the Queen Anne's County Fire Code and the community's Master Insurance Policy.

#### **1.6 BICYCLES**

- (a) Bicycle storage shall be on rear patios and porches, deck areas or within the units or where bike racks are provided.
- (b) Riding on grass is prohibited.

## **1.7 PETS**

- (a) Queen's Landing residents may have orderly domestic pets provided pet owners comply with Queen Anne's County codes (Title 9, Section 9, QA Code) and Maryland State ordinances and that such pets are not kept or maintained for commercial purposes.
- (b) The maintenance, keeping, boarding, breeding, and raising of animals, livestock, poultry or reptiles of any kind within any unit or upon any Element of Queen's Landing is prohibited.
- (c) Domestic pets causing or creating a nuisance, safety or health hazard, or unreasonable disturbance or noise may be permanently removed from the property upon written notice.
- (d) An individual who walks a pet is required to have his/her pet leashed and have the pet under direct control at all times. Pet waste must be picked up and properly disposed. In addition, an adult must directly supervise any child walking or playing with pets when in Common or Limited Common Elements.

## **1.8 VEHICLES**

- (a) Residents who park in Queen's Landing must register their vehicle/s at the clubhouse office and display a Queen's Landing parking sticker on the front windshield.
- (b) Approved residential vehicles include conventional passenger vehicles, SUV's, non-commercial pickup trucks, vans (not to include camper or extended vans), and motorcycles.
- (c) Trailers, campers, recreational vehicles (RVs), boats, and other non-commercial large vehicles may only be parked at the clubhouse parking lot not to exceed 48 hours within any one month without prior written permission of the Board. Jet skis may be parked at the clubhouse parking lot not to exceed 48 hours within any one week
- (d) Commercial vehicles other than delivery, moving, or contractor vehicles, are prohibited to park at Queen's Landing and subject to fines and/or towing at unit owner's expense.
- (e) Vehicles may not display commercial signage of any type or store ladders or other commercial items on the vehicle while parked in Queen's Landing.
- (f) Motorcycles must use kickstand boards to avoid damaging the asphalt.
- (g) Vehicles approved to park at Queen's Landing must be roadworthy, maintained so as not to create a safety or health hazard, and display current registration tags.
- (h) Other than emergency services, such as jump starts and tire changes, maintenance/repairs are not allowed in any Common or Limited Common Element which includes designated parking areas.

### **1.8.1 PARKING**

Except as provided in section (d) herein, there is no reserved parking on Queen's Landing. We urge multi-car families, visitors, and guests to use the overflow parking as available.

- (a) No one shall park in such a way as to impede ready access to another parking space or impede or obstruct the egress of another vehicle or the passage of emergency vehicles.
- (b) Vehicle covers shall be neutral in color with the rear license visible.
- (c) Vehicles shall remain off the grassy Common and Limited Elements.
- (d) Handicapped Parking. A written request, to include an appropriate certification from the Department of Motor Vehicles, for a handicapped parking space must be submitted to the Office Manager at the clubhouse office. A copy of the certification must be kept on file in the clubhouse office. All certificates are subject to periodic review.

## **1.9 TRASH**

- (a) All trash is to be contained in heavy-duty well secured trash bags and placed in an easily accessible place in front of the unit after sunset during the evening prior to trash pick-up day.
- (b) Trash/garbage may not be stored longer than the next trash pick-up day. Trash containers for deposits of trash are available for weekend and non pick-up days at the clubhouse.
- (c) Marina trash may be placed in the clubhouse trash containers or placed at the resident's unit street pick-up points but not at the end of the piers.

## **1.10 TV DISH AND ANTENNAS**

Satellite dishes, antennas, and other devices for the reception of over-the-air video programming services which do not exceed thirty-nine (39) inches (one meter) in diameter may be installed provided the following rules are met.

- (a) A request for approval from the Covenants Committee is required via an Architectural Change Request (ACR) prior to installing any reception device(s).
- (b) Devices may be installed on the outside of the unit and on Limited Common Elements (See building plats on file at the Clubhouse Office for area designation of Limited Common Elements). It is recommended that unit owners locate such devices as inconspicuously as possible so as not to detract from the building appearance. Ground mounted devices shall be hidden from view, to the extent possible, by use of landscaping. Installation of devices will not be mounted in locations that require the penetration of the stucco siding.
- (c) Mounting the device on the back side of the roof of the building is permitted and encouraged. Where possible, any new satellite TV access shall be attached to an existing satellite dish, rather than adding a new dish.
- (d) The building and maintenance team of Queen's Landing shall be notified of the appointment time for said installation or hookup and be given the opportunity to inspect as work is being planned and done by the installer.
- (e) Devices will not be installed so as to obstruct or interfere with the viewing pleasure of other unit owners.

- (f) All wiring or peripheral equipment shall be concealed and firmly secured. Where exposed, it shall be encased in appropriate material and painted to match that part of the building to which it is attached
- (g) Tenants may install a device if he/she receives prior written approval from the unit owner. An ACR submitted by the owner is required before installation.
- (h) The unit owner is responsible for repairs and any damages to other units and/or Common Elements resulting from the installation or use of such devices.
- (i) Contractors must have liability and worker's compensation insurance and all necessary licenses for the purpose of installing such devices.
- (j) The unit owner is responsible for the removal of such devices, wiring and other peripheral equipment and shall restore the area to its original condition upon termination of use.

## **1.11 LANDSCAPE ENHANCEMENT**

Landscaping in and around Queen's Landing is designed to promote consistent visual quality throughout the community for the enjoyment of all residents and guests. Landscaping enhancements are encouraged as long as all proposed enhancements comply with the following guidelines:

- (a) An approved Architectural Change Request is required before beginning any landscape enhancement to Limited Common Elements or Common Elements. Once an enhancement has been approved, the maintenance and up keep become the responsibility of the unit owner. Forms are available on the Queen's Landing web site or at the on-site office.
- (b) Enhancements on Common Elements adjacent to the walking path shall not interfere with or obstruct the walking path nor shall any enhancement obstruct the view of other unit owners. Maintenance and up keep of Limited Common Element enhancements become the responsibility of the buyer when selling a unit.
- (c) Approved enhancements on Common Elements become the responsibility of the requesting unit owner. Failure to maintain the enhancement as prescribed here in will cause the enhancement to be removed by the Association at the unit owner's expense. Buyers of units with approved enhancements shall become responsible for maintenance and up keep of the enhancements. The buyer shall have the option of maintaining the Common Element enhancement or removing it, at no cost to the Association, and return the grounds to its original design.

### **1.11.1 LANDSCAPE ENHANCEMENT GUIDELINES**

Any changes or additions to the Limited Common Element, with the exception of the planting of annual-type flowers, require written permission from the Covenants Committee via the Architectural Change Request Form.

- (a) Adding a New Patio: Installing poured concrete patios, patio blocks/bricks with concrete grouting, and a wooden deck patio is prohibited. Allowed materials are: flat stone, sandstone, brick, and blocks/tiles set in sand. All patio materials must be of a neutral or earth tone color. Pressure treated wood borders are permitted. Patios are only allowed at

the rear of the unit, cannot exceed the width of the unit, and cannot extend out beyond the existing heat pumps.

- (b) Adding Garden/Shrubs: All garden areas must be removable and the landscaping cannot exceed the Limited Common Element from the existing structure. The enclosed or open patio that comes with the building is considered the existing structure. The width of the garden cannot exceed the width of the unit. Flower gardens can be placed in the front of the unit as long as they do not extend into the Common Element/Ground. End units may place flower gardens on the side of the unit as long as they do not extend into the Common Element/Ground.
- (c) Patio/garden areas placed on the Limited Common Element must be approved by Architectural Change Request (ACR) and maintained by the unit owner or tenant. Patio/garden areas that are not approved or maintained, or that do not meet the above criteria, will be removed by the Association at the owner's expense.
- (d) When selling a unit with a Limited Common Element patio/garden area, the seller must inform the buyer of the above responsibilities in writing and a signed confirmation of this sent to the Associations Managing agent. The buyer will have the option of maintaining the designated area or turning it over to the Landscape Committee to maintain or remove.

## **1.12 STUCCO EXTERIOR**

Queens Landing buildings are unique in that the construction of the exterior walls of most but not all of the buildings is extremely susceptible to structural damage from water or moisture. The risk of damage becomes most likely when any penetration of the stucco occurs. Extreme care is taken by our maintenance staff to ensure that structural damage is minimized by maintaining a water and moisture barrier consisting of stucco and caulk. Because of this, the Board of Directors with recommendation from the Maintenance Committee establishes the following:

- (a) Penetration of the exterior stucco/divot is prohibited unless the attached item is located in an area which provides total protection from weather elements. An Architectural Change Request (ACR) is required.
- (b) Unit owners are responsible for the repair of damage resulting from any unauthorized penetration.

### **1.12.1 REPAIR OF UNATHORIZED STUCCO PENETRATION**

- (a) Unit owners who are in violation of the stucco policy will receive a notice when their building is scheduled for repair. Unit owners will prepare their unit by removing whatever is attached to the wall before the scheduled repair date
- (b) Punctures that are 1" in diameter or less will be repaired at no charge to the Unit owner.
- (c) Punctures in excess of 1" in diameter or which requires re-stuccoing will be repaired when weather and air temperature is suitable for the repair. The unit owner will be charged for materials and time for this repair

- (d) Unit owners are not permitted to make repairs on their own unless approval is received on an Architectural Change Request (ACR). Obtaining prior approval is mandatory because of the specialized procedure to ensure a successful repair.
- (e) Unit owners who prefer to contract repair at their own expense may do so provided notification and approval is received on an Architectural Change Request (ACR) form prior to the scheduled repair date

### **1.13 MISCELLANEOUS**

- (a) Exterior clotheslines are prohibited.
- (b) Firewood may be stored outside only if neatly stacked on the Adriatic side (when referring to end units) entrance porch, enclosed rear patios, or rear decks (at least two inches away from any exterior walls to discourage termite infestation and reduce fire hazards).
- (c) Wood stacked on the rear patios and decks must not be higher than the top of the patio/deck enclosure.
- (d) No commercial sign shall be erected, posted, or displayed upon the exterior of any unit or placed in the window or on the door of any unit or on any vehicle.
- (e) Signs may be displayed for political candidates or to advertise the support or defeat of a question submitted to voters in accordance with the Election Law Article. Such signs may be displayed from 30 days prior to 7 days past the date of the associated election or vote. Such displays are prohibited on the Common Element and may be prohibited with certain provisions of federal, state, and local law.
- (f) All unit owners and their tenants are responsible for leaving their thermostats set to a minimum of 60 degrees Fahrenheit from November 1 to March 31 if the units are not occupied in order to prevent pipes from freezing and bursting.
- (g) Water pressure to outside hose bibs must be shut off, hoses disconnected and drained by residents no later than November 1 of each year and remain shut off until March 31. Landlords shall notify and ensure that their tenants comply with this section.
- (h) Loud music and excessive noise are prohibited.
- (i) Smoke detectors must be in working order and the Unit Owner shall replace the batteries (if battery operated) at least once each year. Landlords shall notify and ensure that their tenants comply with this section.
- (j) Use of skateboards and rollerblades is prohibited in all areas of Queen's Landing.
- (k) Holiday decorations shall be placed no earlier than 30 days prior to the holiday and removed no later than 30 days after the holiday.

## **2. CLUBHOUSE**

### **2.1 HOURS/DESCRIPTION**

The Clubhouse is open daily from 5:00 am until 11:00 pm. Access to the Clubhouse is via an assigned access tag.

(a) The first floor of the Clubhouse houses the lobby, Management Office, restrooms, exercise room and racquetball court. The access tag permits access to the exercise room, spa and racquetball court.

(b) The second floor of the Clubhouse consists of the community room, which includes a large meeting/activity area, bar area and kitchen. The community room is used for Association meetings, community parties and can be rented for private functions accommodating up to 125 people.

### **2.2 RULES FOR USE**

(a) All persons using the clubhouse facilities to include the Social Room must conduct themselves properly at all times. This includes proper use of the facility, the equipment and personal behavior.

(b) The clubhouse is for the exclusive use of unit owners of Queen's Landing and their invited guests and tenants of unit owners

(c) Guests must be accompanied at all times by a member 18 years of age or older. Owners/members will be held responsible for the conduct of their tenants/guests.

(d) After 6 pm, members under 18 years of age must be accompanied by a member 18 years of age or older. Children under the age of 18 are permitted in the clubhouse and all its facilities under the following conditions:

1. When accompanied by a member 18 years or older.

2. For such temporary purposes as using the bathroom facility or purchasing a snack.

(e) The General Manager and the Board of Directors have the authority to have persons removed from the clubhouse for improper conduct. Persons who are asked to leave are expected to do so immediately and will be reported to the Social/Clubhouse Committee for possible suspension of Clubhouse privileges if warranted, law enforcement will be contacted.

(f) No pets are allowed in the Clubhouse other than assistive/therapy dogs.

(g) Loud music and other nuisance noise are not permitted in the Clubhouse and swimming pool area.

- (h) The clubhouse and its equipment are the property of all members. Members are encouraged to enforce these rules and to report any violations to the General Manager or the Board of Directors.

### **2.3 RULES FOR COMMUNITY ROOM RENTAL**

- (a) The community room may be used by unit owners for private parties during periods of nonscheduled use. Tenants cannot directly rent the community room, but they can request their unit owner to rent it on their behalf. The unit owner accepts full responsibilities under these conditions.
- (b) The exercise area, social room and racquetball court are not available for private parties and are not included in the community room rental. The pool and its enclosed grounds are not included with the community room rental, but can be rented under a separate contract. Contact the General Manager for details and procedures.
- (c) Fees for community room use include a non-refundable cleanup fee and a deposit, which is refundable in part or whole, depending on condition after use. Contact the General Manager for details and fees.
- (d) Members who rent the community room are responsible for properly disposing of all trash and garbage in the containers provided.
- (e) The Board of Directors reserves the right to refuse to rent the community room to unit owners under the following conditions:
  - 1. Unit owners who are not current on all assessments
  - 2. Unit owners with pending unresolved violations
  - 3. Unit owners and or their tenants whose past rental history indicates a lack of responsibility in caring for the community room facility
  - 4. For any other reason the Board of Directors determines or justifies refusing to rent the community room so long as such refusal is consistent with federal, state, and county laws, ordinances, and regulations.

### **2.4 EXERCISE AREA**

- (a) Persons using the equipment do so at their own risk. Queen's Landing assumes no responsibility for any injury resulting from use of the fitness equipment or malfunctions thereof.
- (b) Members should check all adjustments, weights, and connections before using the equipment.
- (c) Food and drinks, other than water or energy drinks, are not authorized for consumption on or around the exercise equipment.

## **2.5 RACQUETBALL COURT**

Persons using the court must abide by the court rules. These include, but are not limited to, the following:

- (a) Play at your own risk.
- (b) The court is to be used for racquetball, handball, squash, and approved uses only.
- (c) Food and drinks are not allowed in the court area.
- (d) Only common equipment used in the conduct of the game may be used on the court.
- (e) Racquetball court shoes must have white soles. Clean shoes must be worn to prevent damage to the court floor.
- (f) Safety thongs on rackets must be worn.
- (g) Safety glasses must be worn at all times.
- (h) Observe a one (1) hour time limit when playing if others are waiting for the court

## **2.6 SOCIAL ROOM**

- (a) To be used by residents and their guests for card and board games, reading, and socializing activities.
- (b) The social room is for all residents and their guests on a first-come-first-use basis.
- (c) Loud music is not permitted.
- (d) Clean up any food or trash and leave the room neat and orderly for the next guest.
- (e) Furnishings and furniture may not be removed from the room.
- (f) Smoking is not permitted.
- (g) Access to the pool area is permitted only during open pool hours.

# **3. COMMUNITY FACILITIES**

## **3.1 POOL**

The normal season for the community pool is from Memorial Day weekend to Labor Day. The regular hours of operation will be posted each season. Additional weekends before and after the season may be designated.

- (a) The pool is officially closed at any time the lifeguard is not on duty.

- (b) The pool may be closed temporarily for maintenance or repairs or for any other reasons(s) regarding health and safety at the discretion of the pool committee or the lifeguard.
- (c) The pool may be used by unit owners for private parties during periods of nonscheduled use. Tenants cannot directly rent the pool, but they can request their unit owner to rent on their behalf. The unit owner accepts full responsibility under these conditions.
- (d) The exercise area, social room and racquetball court are not available for private pool parties and are not included in the pool rental.
- (e) The community room is not included in the pool rental, but can be rented under a separate contract. Contact the General Manager for details and procedures.
- (f) Fees for pool use include a non-refundable cleanup fee and a deposit, which is refundable in whole or part, depending on the condition of the pool and the pool area after use.
- (g) There is an additional fee for the lifeguard(s) that must be paid at the time of the contract signing. Contact the General Manager for details and fees.
- (h) All pool parties must be terminated by 11:00 p.m. Sunday through Thursday and 1:00 a.m. on Friday and Saturday nights.
- (i) The Board reserves the right to refuse to rent to unit owners and/or their tenants under the following conditions:
  1. Unit owners who are not current on all assessments
  2. Unit owners with pending unresolved violations
  3. Unit owners and/or their tenants whose past rental history indicates a lack of responsibility in caring for the swimming pool facility.

### **3.1.1 ADMISSION TO POOL**

The pool is for the exclusive use for members of Queen's Landing and their invited guests. Invited guests must be accompanied by the Unit Owner except for out-of-town "House Guests" temporarily residing with the unit owner. Members are unit owners whose dues, fees and assessments are paid in full. Unit owners who rent their unit(s) must choose to assign their pool pass privileges to the tenant(s) residing in their unit or retain the pool pass privilege for their own use. This is to ensure that usage does not exceed design limits.

- (a) Children under the age of 12 must be accompanied by a member over 18 years of age at all times.
- (b) Pool passes are issued each year before the start of the pool season to all members who meet the following criteria:

Unit Owners:

1. All dues, fees and assessments are up to date and paid in full.

2. All motor vehicles are properly registered with Queen's Landing (requires a Queen's Landing parking sticker number).

4. There are no unresolved violations.

Tenants: In addition to the criteria above;

5. A current lease and the Queen's Landing Addendum to Lease must be on file in the office.

(c) A pass will be issued for each permanent resident of the unit and two guest passes will be issued for each unit that meets the above requirements and are good for the entire pool season as long as the above requirements are maintained.

(d) Any additional guest passes, including house guests, will be charged a \$1.00 fee on weekdays and \$3.00 fee on weekends & holidays and are payable to the lifeguard.

(e) The maximum number of additional guests allowed during normal pool operation hours without at least 2 days prior notification to both the General Manager and lifeguard is 5. The maximum number of guests during normal operation hours under any circumstances is 15.

### **3.1.2 POOL RULES**

The lifeguard has full authority for the supervision of the pool and the pool area and is charged with responsibility of enforcing the following pool rules:

(a) Parents are responsible for the safety and conduct of their children at all times.

(b) Children who are not toilet-trained must wear pool-proof diapers.

(c) All swimmers should shower before they enter the pool.

(d) The lifeguard shall clear the pool of swimmers less than 18 years of age for up to 15 minutes each hour to provide an adult swimming period.

(e) Appropriate swim suits are required. Shorts, cut-offs, and thong bathing suits are not permitted.

(f) No glass containers of any type are permitted in the pool area.

(g) Food and drinks are not permitted in the pool.

(h) Running and rough play within the pool area is not permitted.

(i) The use of inner tubes, rafts, floats, or other play equipment is not permitted in the pool except as authorized by the lifeguard.

(j) Climbing or sitting on the pool fence is not permitted.

- (k) Pets other than assistive dogs are not permitted in the pool area.
- (l) Personal property may not be left unattended or stored in the pool area. Queen's Landing Counsel of Unit Owners is not responsible for personal property in the pool area.
- (m) Trash and garbage must be placed in the containers provided.
- (n) Smokers must use the containers provided in designated areas.

### **3.2 TENNIS COURTS**

The tennis courts are for the exclusive use for members of Queen's Landing and their invited guests. Members are unit owners whose dues, fees and assessments are paid in full. Unit owners who rent their unit(s) must choose to assign their pool pass privileges to the tenant(s) residing in their unit or retain the pool pass privilege for their own use. This is to ensure that usage does not exceed design limits.

- (a) Contact the General Manager for the combination of the entrance gate to the tennis courts.
- (b) The courts are to be used for tennis only.
- (c) Proper tennis shoes are required on the tennis courts as not damage the court's surface.
- (d) Observe a one (1) hour time limit when playing if others are waiting for the court
- (e) Children under the age of 12 must be accompanied by a member over 18 years of age at all times.
- (f) As a courtesy to others, leave the court free of trash when play is complete.
- (g) Release the tension from the net when play is completed.
- (h) Lock the gate to the tennis court when finished.

## **4. LEASING OF UNITS**

### **4.1 ADDENDUM TO LEASE**

As it may pertain to Unit Leasing policy, the Unit Owner is defined as an absentee Landlord who executes a signed lease agreement with a Tenant of his or her unit.

- (a) All leases must be in writing.
- (b) Every Unit Owner who leases a Unit at Queen's Landing shall execute an Addendum to Lease for any lease or the renewal/extension of a current lease and provide a copy of the same to the Association's General Manager.

- (c) All Unit Owners shall provide an Addendum to Lease to any real estate agent, Management Company or other entity assisting in the rental of a Unit.
- (d) A copy of each fully executed lease, together with the Addendum to Lease, by the lessor(s) and lessee(s) shall be provided to the General Manager, within Ten (10) days of execution of the lease and addendum.
- (e) No Unit shall be rented or leased for transient or hotel purposes or in any event for an initial period as provided by Section 5.8(a)(6) of the Queen's Landing By-Laws.
- (f) The Tenant agrees to promptly report to the Landlord or in an emergency the General Manager any defect or need for repairs for which the Association is responsible.
- (g) A Tenant who resides with the Unit Owner is considered a roommate of that unit and not under the scope of the Unit Leasing policy.

#### **4.1.1 TENANT INSURANCE**

Tenants shall be responsible for obtaining and maintaining a "Renters Insurance" policy which provides both property damage and liability coverage for not less than \$100,000.00 during the term of the lease. Tenant shall provide Landlord with a certificate of insurance evidencing compliance with this section.

#### **4.2 UNIT OWNER'S RESPONSIBILITIES**

Unit Owners shall provide to his or her tenants at the time the Lease is signed with copies of the following:

- (a) The Declaration of Queen's Landing Association (Declaration)
- (b) The By-Laws of Queen's Landing Association (By-Laws)
- (c) The Rules and Regulations of Queen's Landing (Rules and Regulations)

These documents are also available on the Queen's Landing Web Site.

#### **4.3 TENANT'S RESPONSIBILITIES**

- (a) Tenants, occupants, and guests of the unit shall agree to be bound by the governing documents of the Condominium, including the Rules and Regulations of Queen's Landing. Failure to comply with the governing documents will be considered a default under the Lease.
- (b) Tenant shall control the conduct of his/her family, guests, and invitees to assure compliance with the governing documents of the Condominium.
- (c) Tenants shall provide the Unit Owner proof of Renters Insurance. Failure by the tenant to obtain or maintain Renter's Insurance will be deemed a material breach of the Addendum of Lease.

- (d) Tenant shall keep the premises in a good and clean condition and promptly report any maintenance or safety discrepancies to the Association which are the responsibility of the Association's as defined by the governing documents.

#### **4.4 NEW TENANT UNIT REGISTRATION**

A Unit Owner shall register new tenants and occupants by submitting the following documents to the Association's General Manager within ten (10) days of the starting date of the term of the Lease:

- (a) A completed and signed Rental Unit Registration Form (see Exhibit 1).
- (b) A signed copy of the Lease.
- (c) A signed copy of the Association's Lease Addendum (see Exhibit 2) which can be obtained at the Office or the Queen's Landing web site.
- (d) Proof of Renters Insurance
- (e) Upon the execution of a completed and signed Addendum to Lease payment in the amount of One Hundred and no/100 dollars (\$100.00) for the Rental Unit Registration Fee.

#### **4.5 EXISTING TENANT UNIT REGISTRATION**

A Unit Owner shall register all tenants and occupants (which are tenants and occupants who are residing in the unit) with in thirty (30) days beginning June 3, 2008, by submitting the following documents to the Association's General Manager:

- (a) A completed and signed Rental Unit Registration Form (see Exhibit 1).
- (b) A signed copy of the Lease.
- (c) Proof of Renter's Insurance
- (d) At the expiration of the current Lease, or if the current Lease is extended beyond the current term of the Lease, the Unit Owner shall also submit a signed copy of the Association's Lease Addendum which may be obtained at the Office or the Queen's Landing web site. The Addendum to Lease must be submitted within ten (10) days of the date of the expiration of the current Lease.

#### **4.6 RENTAL UNIT REGISTRATION FEE**

- (a) Commencing on June 3, 2008 and after the execution of a newly completed and signed Addendum to Lease, Unit Owners who have tenants residing in his or her unit shall pay a Rental Unit Registration Fee of One Hundred dollars (\$100.00). This fee shall be independent of, and shall have no effect upon, any other required fees. This fee is intended to compensate the Association for the administrative costs associated with the registration. This fee may be reviewed annually by the Board of Directors and adjusted as necessary.

- (b) Rental unit registration payment not received within ten (10) days of the execution of a completed and signed Addendum to Lease shall be considered late and subject to a late charge and collection procedures contained in the Queen's Landing Governing Documents.

## **QUEEN'S LANDING RULES AND REGULATIONS SHORT LIST**

(Complete Rules and Regulations can be found on the QL Web Site or at the Office)

- ✱ Articles such as rugs, towels, clothing etc., shall not be hung from doors, windows, or balconies
- ✱ Patios, porches and decks shall be kept orderly and not detract from community appearance
- ✱ Grills and flammable material shall not be used on any balcony or under any overhang
- ✱ All pets must be on a leash and all pet poop must be picked-up and properly disposed of
- ✱ Personal vehicles must be registered with the General Manager and display Queen's Landing sticker
- ✱ Commercial vehicles are prohibited to park in Queen's Landing
- ✱ Vehicles may not display commercial signage of any type
- ✱ All trash must be placed on the curb AFTER sunset the evening prior to pick-up
- ✱ All shades and window coverings must be neutral color, white, off-white, or cream colored
- ✱ Stucco penetration in unprotected areas is prohibited
- ✱ Clubhouse hours are from 5:00 am until 11:00 pm
- ✱ The pool is officially opened when a lifeguard is on duty
- ✱ Multi-car families, visitors, and guests are urged to use overflow parking areas
- ✱ ACR's are required for any inside or outside alteration to a unit, enhanced gardens, satellite TV dish, and more. Check these rules for more information