

RULES AND REGULATIONS
OLD SILO HILL RETIREMENT COMMUNITY ASSOCIATION
NO. 2, INC. AT SILVER CREEK

May 30, 2023

General Information

The Old Silo Hill Retirement Community Association No. 2, Inc. (the “Council”), acting through its Board of Directors on behalf of all of the Unit Owners of **Old Silo Hill Retirement Community No. 2 at Silver Creek** has adopted the following rules and regulations to govern, in part, the operation of **Old Silo Retirement Community No. 2 at Silver Creek**. The Master Deed and the associated addendum for which is dated May 30, 2023, and is of record in Deed Book 346, Page 486, Montgomery County Clerk’s Office (certain terms used in these regulations without definition have the meanings set forth for them in the Master Deed). These regulations may be amended from time to time or repealed by resolution of the Board of Directors enacted in accordance with the Bylaws of the Council.

Wherever in these regulations reference is made to “Unit Owners,” such term shall apply to the Owner of any Unit within **Old Silo Hill Retirement Community No. 2 at Silver Creek** to such Unit Owner’s family, employees, agents, visitors or licensees or the tenant of such Unit Owner.

Wherever in these regulations reference is made to the Council, such reference shall include the Council and any managing agent for **Old Silo Hill Retirement Community No. 2 at Silver Creek** when the managing agent is acting on behalf of the Council.

The Unit Owners shall comply with all the regulations hereinafter set forth governing the Units, buildings, drives, recreational areas, grounds, parking areas, and other common and limited elements appurtenant to the condominium project.

Requirements – Selling Units

1. Please contact the Board of Directors or its managing agent before you sell your condominium, ideally when you list it.
2. **Required age:** Per the Master Deed Article II (D) (1), “**the requirement that one of the family members on the date of the original purchase or rent must be fifty-five (55) years of age or older.**” Please further read on the Master Deed section to fully understand how an individual qualifies. This is an active senior retirement Community and is necessary to comply with the age requirement.

3. The following documents must be provided to the buyer prior to the sale of the home by the seller and/or realtor. These documents can be downloaded from www.oldsilohill2.com
 - Master Deed, By-Laws, Rules and Regulations
 - In addition to the above documents, the items below must also be provided. Please contact the Treasurer or Secretary to receive copies of the following:
 - Condominium Sellers Certificate, Current Operating Budget, Balance Sheet, Income and Expense Statement, Certificate of Insurance and a one-time \$500 Reserve Fee paid by the new Owner (payable to: Old Silo Hill Retirement Community Association No. 2, Inc.) prior to new Owners receiving their deed after purchase.

Insurance

1. Owners must purchase condominium insurance on their portion of the dwelling and must submit a copy of the declaration page of the insurance plan annually to the property manager.
2. All policies must list the Old Silo Hill Retirement Community Association No. 2, Inc. as an “interested party.”
3. A landlord’s policy along with a renter’s policy will be required for Units with a lease

Restrictions on Use

1. Except as provided in section II (D) of the Master Deed, no part of the condominium project shall be used for any purpose except housing and the other purposes incident thereto and for which the condominium project was designed.
2. Leasing contracts must be 12 months or greater and shall not run concurrently. A copy of the lease contract must be approved by the Board of Directors and property manager prior to signing the lease. Per the Master Deed, any tenants of the lease must be fifty-five (55) years of age or older and must live in the Unit. A landlord’s policy along with a renter’s policy will be required for Units with a lease.
3. Except as provided in Article II (D) of the Master Deed, no industry, business, trade or occupation, or profession of any kind, commercial, religious, educational, or otherwise, whether or not designated for profit, altruism, exploitation, or otherwise shall be conducted, maintained or permitted on any part of the condominium project, nor shall any Unit be used for rented for transient, hotel, or motel purposes. No sign or other window displays or advertising shall be maintained or permitted on any part of the condominium project or any Unit, except that Owners, the Declarant, the Board of Directors or the managing agent, and any mortgagee who may become the Owner of any Unit, may place “for sale,” “for rent,” or “for lease” signs on Units for the purpose of

selling or leasing the same, but in no event will any such sign be larger than one foot by two feet nor shall it contain any material considered offensive by the Board of Directors, in its sole discretion (and any sign in violation hereof shall be forthwith removed upon notice from the Board of Directors or its managing agent).

4. No annoying lights, sounds and/or odors.
5. All garbage, recycling, refuse and trash must be placed in the proper receptacles designated for collection. No garbage cans or bags may be stored outside of the garage. Enclosed areas for garbage cans must be approved by the Board of Directors. All types of garbage collections must be placed at the curb the night before or day of the trash collection.
6. Do not leave garage doors open for extended periods of time.
7. No outdoor hot tubs, spas, Jacuzzis or similar units are allowed.
8. The cost of repairing any damage resulting from misuse of any toilets, water or sewage apparatus shall be borne solely by the Unit Owner causing the damage. **Unit Owners are cautioned against excessive use of soaps and other detergents in their appliances or plumbing apparatus which may cause overflow of suds in any Unit or in any central waste disposal system. Additionally, no sweepings, matches, rags, ashes, wipes that are not disposable or other articles not suitable to the intended use of such appliances shall be thrown therein.**
9. No dirt, water, food or other substances shall be swept or thrown from a Unit, which includes doors, windows, or porches/patios. This is a safety hazard and is necessary to reduce attracting rodents or wildlife close to Units.
10. All Unit Owners shall keep the volume of any radio, television, musical instrument or other sound-producing device in their Units sufficiently reduces so as not to disturb the other Unit Owners. Despite such reduced volume, no Unit Owner shall operate or permit to be operated any such sound-producing devices in a Unit between the hours of midnight and the following seven o'clock a.m. if such operation shall disturb or annoy other occupants.
11. Under no circumstances shall any exhaust fan or air conditioning apparatus be installed by the Unit Owner.
12. Solicitors are not permitted. Any Unit Owner who is contacted by a solicitor on the property is requested to notify the managing agent.
13. No Unit shall be used for any unlawful purpose and no Unit Owner shall do or permit any unlawful act in or upon a Unit. Hazardous activities shall not be carried out in any property or on common elements.

Common and Limited Areas

Please see the definitions of Common Areas and Limited Common Areas at the end of this document.

1. There shall be no obstruction of the common elements. Nothing shall be stored on the common elements without the prior consent of the Board of Directors except as expressly permitted under the terms of the condominium documents. No portion of the common elements shall be decorated or furnished by any Unit Owner in any manner. The sidewalks shall be used for no purpose other than for normal transit. No Unit Owner shall enter upon the roofs of any of the buildings without the prior consent of the Board of Directors or managing agent and no antennas or other devices for transmitting or receiving electronic, microwave or similar signals or any other structure, equipment or other similar items may be placed on any roof or in any portion of the common elements.
2. Each Unit may have a satellite dish measuring no more than 18” in diameter located above the garage for the Unit but must be approved by the Board of Directors before installation.
3. No flags, flowerpots, plants, flowers, shrubs or trees, fences or yard ornaments may be placed on the grass in the common area because of our mowing contract. For example, a removable ground flag may be placed in the rock area.
4. Any annual flower varieties may be planted in either the ground or in the rock areas or in pot in the limited common area. Herbs, tomatoes and peppers may be planted in pots on patios. Please contact Board of Directors for clarification if in doubt. All flowers must be cleared after the first heavy frost. The list provides plants that are prohibited on the webpage at www.oldsilohill2.com.
5. Perennial plants and shrubs may be planted in the limited common area when a plan is submitted and approved by the Board of Directors. No planting can be done prior to plan approval. Please complete the Architectural Enhancement/Improvement form to obtain approval of plants and shrubs before purchasing plants. The list provides plants that are prohibited on the webpage at www.oldsilohill2.com.
6. No Unit Owner shall cause or permit anything to be hung, displayed or exposed on the exterior of the Unit or the common or limited common elements appurtenant to a Unit. No retractable awnings, flag poles, canopies, shutters, radio or television antennas, clotheslines or clothes racks may be used to hang any items on any window, porch or patio, nor may such devices be used anywhere on the common or limited common elements. Patios shall not be used as storage areas.
7. No patio shall be enclosed or covered by a Unit Owner without the prior written consent of the Board of Directors in its sole discretion.
8. Unit Owners may hang wreaths on the door on their Unit.
9. No sculptures or decorations may be affixed to the brick or any portion of the common exterior of the Unit without the prior consent of the Board of Directors in its sole discretion. Proper masonry drills and concrete anchors must be used, and no drilling will be done on the “brick.” Only the mortar joints should be used for this purpose. The Board

will reserve the right to take into consideration when reviewing, the location, size and content of the proposed sculpture or decoration. No foul language or images or indecent content will be allowed. Any damage incurred to the brick or mortar will be the sole responsibility of the Unit Owner. Any such damage deemed to be of a structural nature will require to be repaired in a timely fashion and will be subject to violations imposed on any that do not comply.

10. Furniture in common area (or public area) is not allowed. Any plastic furniture in the limited common area is not allowed as it constitutes a wind hazard. No personal items should be left in the common elements. This includes common areas in Old Silo Hill No. 2, the dock and includes Silver Creek pond, located near Old Silo Hill No. 2.
11. Mailboxes are a part of the common elements and should not be decorated or marked in any way. The Association will provide numbers for the mailboxes.
12. Christmas decorations and lights may be put up in your limited common area after Thanksgiving and must be taken down no later than January 10.
13. Grills must be placed in a garage, on a porch or patio when not in use.
14. Children's play equipment must be stored in the house or garage when not in use.
15. Nothing shall be done which shall impair or would be likely to impair or change the structural integrity of any of the buildings. This includes areas in the common elements, limited common areas and Units. Nor shall anything be altered or constructed on, or separated from the common elements, except with the prior written consent of the Board of Directors in its sole discretion.

Pet Rules

1. No animals of any kind shall be raised, bred or kept in any Unit or in the common elements, except that dogs, cats or caged birds (not to exceed two per Unit without the prior approval of the Board of Directors in its sole discretion) may be kept in a Unit, subject to compliance with the Bylaws and these regulations.
2. No pet may be maintained in a Unit if it becomes a nuisance. Actions which will constitute a nuisance include, but are not limited to, an attack by the pet on a person, or more than one unprovoked attack on other animals, abnormal or unreasonable crying, barking or scratching, or fleas or other vermin infesting the pet if not eradicated promptly after the discovery of such infestation, and repeated defecation in areas of the condominium project other than areas where such activity is permitted pursuant to express provisions of the condominium documents.
3. All pets must be inoculated as required by law and registered with the office of the Council or managing agent for the Council.
4. Pet Owners are fully responsible for personal injuries and/or property damage caused by their pets and shall (and do hereby) fully, completely and forever indemnify the Council and all other Unit Owners for all loss, cost, claim, and expense, including, without limitation, reasonable attorney fees, caused by such pets.

5. Pets must be leashed or carried; leashes may not exceed a length which will permit closed control of the pet.
6. Owners of pets walked upon the common elements must promptly clean up their pets' droppings in all areas.

Parking

1. No personal property may be stored on the common elements.
2. Parking in a manner which blocks sidewalks or driveways is not permitted. If any vehicle owned or operated by a Unit Owner, any member of such Unit Owner's family, tenants, guests, invitees or licensees shall be illegally parked or abandoned on the condominium project, the Council shall be fully and forever indemnified and held harmless by such Unit Owner for any and all loss, claim, damage, or expense, including, but not limited to reasonable attorney fees, that may ensue. Any such vehicle may be towed or removed by the Council at the expense and sole risk of the Unit Owner. The Council shall have no responsibility for the damage to any vehicle so removed.
3. Parking of individuals visiting the yard sales must not block other individuals drives or mailboxes. Parking must be limited to one side of the street so that emergency vehicles can have access to all residents. It is the responsibility of the Unit(s) having the yard sale(s) to ensure compliance.
4. No trailers, campers, recreational vehicles, boats, vans, junk or derelict vehicles, vehicles on which current registration plates are not displayed, or other large vehicles may be parked on the condominium project. All vehicles shall be parked wholly within the limited common areas for their Unit. Vehicle repairs other than: (a) emergency maintenance, and (b) ordinary light maintenance are not permitted on the common or limited common elements. Normal cleaning or washing of a vehicle may be done in the Owners assigned driveway immediately in front of the Owner's garage.
5. All Unit Owners shall observe and abide by all parking and traffic regulations posted by the Council or governmental authorities. Vehicles parked in violation of any such regulations may be towed away at the Owner's sole risk and expense.
6. Parking in the common area turnaround space used by multiple residents is prohibited unless otherwise approved or agreed upon by neighbors. These are used by multiple residents in each area for ease in backing out of narrow driveway corridors. Guests should park in the two spaces immediately in front of the garage doors for each Unit with overflow on the street away from driveways and mailboxes.

Resident Contact and Extended Absences

1. Each Unit will be asked to provide an emergency contact to the Board of Directors and property manager. It will be up to each Unit to keep the contact updated when changes occur.
2. Residents will provide an extended absence form to the property managers and Board of Directors when leaving their Unit for an extended period of time. This allows the Board of Directors and property managers to watch for any outside issues (i.e. broken windows, shingles, etc.) that residents might not be aware of from a distance and contact the Owner or local contact left for that period of absence.
3. Resident information provided, including email, addresses and phone numbers should not be shared with any entity outside of Old Silo Hill Retirement Community No. 2 for any commercial, political or other type of solicitation purposes.

Recreational and Common Areas

1. All persons using any of the recreational or common areas which are part of the common elements do so at their own risk and sole responsibility. The Council does not assume responsibility for any occurrence, accident, damage or injury in connection with such use. Each Unit Owner forever waives any right to make any and all claims against the Council, its servants, agents or employees, for or on account of any loss or damage to life, limb or property sustained as a result of or in connection with any such use of any of the recreational or common facilities. Each Unit Owner shall hold the Council harmless fully and forever from any and all liabilities and any action of whatsoever nature by any tenants, guests, invitees or facilities, except where such loss, injury or damage can be clearly proved to have resulted from and been proximately caused by the direct willful action or gross negligence of the Council or its agents or employees in the operation, care or maintenance of such facilities.
2. Any damage to the buildings, common elements or equipment caused by a Unit Owner or such Unit Owner's pet(s) shall be repaired at the sole cost and expense of the Unit Owner promptly upon request from the Council or any managing agent.

Moving

1. Move-ins and move-outs are restricted to the hours between 8:00am and 9:00pm. Each Unit Owner is responsible for the proper removal of trash, debris, crating or boxes relating to that Unit Owner's move-in or move-out.

2. No POS moving containers are allowed on any part of the property, common or limited common grounds.

Council

1. Complaints regarding the management of the condominium project or regarding actions of other Unit Owners shall be made in writing to the management agent or to the Board of Directors. No Unit Owner shall direct, supervise or in any manner attempt to assert control over or request favors of any employee of the managing agent or the Council.
2. A Unit Owner may apply to the Board of Directors or managing agent for a temporary waiver of one or more of the foregoing rules. Such temporary waiver may be granted by a majority of the Board of Directors, for good cause shown, if, in the judgment of the Board of Directors, such temporary waiver will not unreasonably interfere with or materially impair the purposes for which the condominium project was formed or present a material adverse risk to the Council, the condominium project or the other Unit Owners.

Dues, Assessments, and Fines

1. Dues and assessments imposed by the Council are due and payable on the first day of each month, unless otherwise specified. Payment shall be made at the managing agent's office by check or money order, payable to the order of the Council, other otherwise as the Board of Directors may direct. Cash will not be accepted.
2. An Owner **must** submit forms approved by the Board of Directors for Architectural Enhancement/Improvement or Maintenance/Repair **prior to beginning any work or contractual agreement**. The Owner will assume all risk and liability for damages that result from that work, as well as any expenses for changes required by the Board of Directors and property managers, if work is begun or completed prior to approval.
3. Rules and Regulations Compliance Plan can be found as an addendum to this document and in the Resident's section of www.oldsilohill2.com

Maintenance Responsibilities by Association and Unit Owners

Article II – Master Deed – pages 6 and 7

1. **Maintenance by Association**

It shall be the responsibility of the Council to maintain, repair or replace:

- Buildings, including the roofs, grounds, and parking lots;
- All portions of any Unit which contribute to the support of any building, including main bearing walls (excluding painting, wallpapering, decorating, or other work on the interior surfaces of walls, ceilings, and floors within the Unit, which shall be the Unit Owner's responsibility);
- All portions that constitute a part of the exterior of any building except where mentioned in section 2 below;
- All common elements; and
- All incidental damage caused by work done at the direction of the Board of Directors

2. Maintenance by Owner

It shall be the responsibility of the Unit Owner to maintain, repair or replace:

- To maintain, repair and replace all portions at the expense of such Unit Owner all portions of the Unit, except listed above to be maintained, repaired, and replaced by the Council, including all decorating and redecorating, painting, tiling, carpeting, waxing, papering, plastering or varnishing which may be necessary to maintain the good appearance and condition of the Unit.
- Where the limited common elements appurtenant to a particular Unit include a porch or patio, the Unit Owner who has the right to exclusive use of said porch, patio or rock landscape beds shall be responsible for the maintenance, preservation and care of the porch, patio and rock landscape beds, the fixed or sliding glass doors in the entrance thereto, and the replacement of any light bulb, wiring, electrical outlets or any other fixtures thereon.
- Such maintenance, repair and replacement shall be done without disturbing the rights of other Unit Owners, and such maintenance, repair and replacement shall not change the appearance of any portion of the exterior of a building or Unit without prior approval of the Board of Directors.
- To maintain, repair and replace at the expense of such Unit Owner the appliances and fixtures located in the Unit, or located in the limited common elements appurtenant to the Unit, or located in the general common elements but benefiting the Unit to the exclusion of any other Unit, including, but not limited to, any plumbing fixtures, water heaters, air conditioning equipment, light fixtures, refrigerators, dishwashers, disposals, ranges, range hoods and fans, sinks, lamps, doors, windows, telephones or any electric, gas or water pipes or lines or wires or conduits or ducts serving any such appliances and fixtures.
- To report promptly to the Council any defect or need for repairs for which the Council is responsible.

- To maintain, repair or replace at the sole cost and expense of such Unit Owner all portions of the Unit which may cause injury or damage to the other Units or to the common elements.
- To perform responsibilities of such Unit Owner in such a manner and at such reasonable hours so as not to unreasonably disturb other Unit Owners in the building.
- Residents are required to utilize approved forms and processes, when requesting architectural enhancements, maintenance or repairs to the common elements or limited common elements.

Definition of Common Elements and Limited Common Elements

Article III – Master Deed – pages 7-9

1. General Common Elements:

The general common elements include, but are not necessarily limited to, the land, the foundations, structural columns, walls and floors and ceilings and roofs (other than the interior decorated surfaces thereof located within the boundaries of individual Units) of the buildings; the gardens, outside walks and outside driveways, automobile parking spaces (other than those designated as limited common elements pursuant to the article of the Master Deed entitled “Limited Common Elements,”) outside retaining walls and landscaping, any recreational facilities located on the land, and compartments or installations of central services such as pipes, ducts, electrical wiring and conduits, and public utility lines.

Maintenance and operation, including landscaping, gardening, snow removal, cleaning, painting, and all other repair, of the common elements shall be the responsibility and expense of the Council, unless and except as otherwise expressly provided in the condominium documents.

2. Limited Common Elements:

The limited common elements of the condominium project are areas which are reserved for the use of the Owners of a certain Unit or Units to the exclusion of the Unit Owners and/or occupants of other Units. The limited common elements of the condominium project include any patios, porches and rock landscape bed adjacent to or associated with a particular Unit and intended the two (2) automobile parking spaces immediately adjacent to each Unit’s garage areas designated as being intended for the exclusive use of a Unit or Units pursuant to the plans.

***Other parking spaces are part of the common element.

3. Alteration and improvement of the common elements:

“The Board of Directors shall have the right to make or cause to be made such alterations and improvements to the common elements as in the sole opinion and discretion of the Board of Directors may be beneficial and necessary. The cost of any such alterations and improvements to the common elements shall constitute a part of the common expense. When in the sole opinion of the Board of Directors the costs therefor shall be exclusively or substantially exclusively for the benefit of the Unit Owner(s) that requested the alteration or improvement, the cost shall be assessed against such Unit Owner(s) in such proportion as the Board of Directors, in its discretion, reasonably shall determine is fair and equitable.”

Old Silo Hill Retirement Community Association No. 2, Inc.

Rules and Regulations Compliance Plan Addendum 1 to Rules and

1. The Owner and/or Lessee shall be notified in writing or by email or by hand delivery by the Property Manager of any violation to the approved Rules and Regulations. The first notice shall state the violation and how to resolve the problem. The Owner and/or Lessee shall be given fourteen (14) calendar days from the notice to correct the violation.
2. If the violation is not resolved, a second notice will be sent out stating the fine other enforcement mechanism given seven (7) calendar days to comply.
3. If the Owner and/or Lessee is unable to remedy the violation or objects to the violation, a request for a hearing or additional time shall be sent in writing to the Board and shall set out in detail by the Owner and/or Lessee the reasons for the requesting a hearing, or the need for additional time to correct the violation.
4. If the violation is not corrected after the second notice, or the hearing upholds the violation, or the Board does not grant additional time for the correction, a fine shall be levied on the Owner, effective twenty-one (21) calendar days after notification in the amount as stated in the notice letter. For every subsequent seven (7) days the violation goes uncorrected, an additional \$25.00 fine shall be assessed. The Owner and Lessee will be notified in writing stating the day of the assessment of the first fine.
5. The Board reserves the right to adjust any such fine amount in its sole discretion.
6. In the event the violation has not been corrected within twenty-eight (28) calendar days of the first fine, all fines will double every twenty-eight (28) days until resolved.
7. Any fine imposed by the Board, together with the costs and expenses, including attorney's fees incurred by Old Silo Hill Community Retirement Association No. 2, Inc. to remedy the violation can be charged to the property Owner. A lien on the property can be used as a last resort.

Rules and Regulations Violation Fine Schedule			
Violation type	1 st notice	2 nd notice	3 rd notice
General – Rules and Regulations	14 days to resolve with a friendly notice	Second notice will be sent with 7 days to resolve or fine will be assessed	\$25 fine assessed plus an additional \$50 will be assessed every 28 days until resolved
Special – when a violation requires an immediate resolution	Informal meeting with the Owner and/or Lessee	Subsequent violations will result in a \$25 fine for each occurrence	Subsequent violations will result in a \$25 fine for each occurrence
Leasing Agreements			
Failure to provide a copy of any lease or rental agreement to the association office	Failure to provide before lease is signed – 14 days to resolve	Failure to provide after 14 days shall result in a fine of \$250	Failure to provide after the lease has been signed - \$500 fee every 28 days until the agreement is provided