



Rules and Regulations

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GLOBAL CLAUSES

WHEREAS

- I. Article V, Section 3, of the Bylaws empowers the Board of Directors to
 - a. Administer the affairs of the Council of the Condominium
 - b. Do all such acts and things as are not by law or by these Bylaws directed to be done and exercised by members;
 - c. Create and enforce such rules and regulations as may be deemed proper for:
 - i. The use of the common elements
 - ii. Occupancy of the project
 - iii. The designation, hiring, and/or dismissal of the personnel necessary for the good working order of the condominium project.
 - d. Delegate any of its ministerial duties, powers, or functions to the Management Agent
- II. Section 11-126(e) of the Maryland Condominium Act provides the Council of Unit Owners an irrevocable easement to make whatever repairs necessary for public safety or prevent damage to other portions of the condominium.
- III. It is necessary to establish a procedure by which such provisions may be effected and to establish guidelines under which the Council Of Unit Owners, Inc. (“The Council”) will operate to protect the interests of the Condominium and the individual owners and occupants;
- IV. In order to protect the health, safety and welfare of Capri residents and owners, to protect the equity of the Association and the owners and to provide for the enjoyment of units and common elements by all residents, the Board wishes to establish rules for use of the units and common elements;
- V. Owners are required by Article VIII, Section 4, of the Bylaws to maintain at his own expense the interior of his condominium and any and all equipment, appliances or fixtures;
- VI. The Board of Directors of the Council has been duly authorized by the Maryland Condominium Act, Section 11-110, the Capri Declaration, Section 10, and the Capri Bylaws, Article IX, Section 1 to collect annual assessments from each owner based on his/her percentage interest in the common expenses, and

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- VII. The Capri Condominium Declaration, Section 10, and the Capri Condominium Bylaws, Article IX, Sections 1, 5, and 6 creates an assessment obligation for condominium unit owners and duly authorizes the Board of Directors of the Capri Condominium to act to collect regular and unpaid assessments,
- VIII. The Board of Directors deems it necessary to establish procedures for the approval of expenses and contracts, and for the issuing of payments for the same,
- IX. Section 11-135 of the Maryland Condominium Act requires the Council to provide unit owners who wish to sell their units with a resale certificate containing the information necessary to enable the unit owner to partially satisfy disclosure guidelines under the Maryland Condominium Act and
- X. The Board of Directors of the Council deems it necessary to establish procedures for the preparation of disclosure documents for homeowners for unit resale or refinancing;
- XI. The Board of Directors has been duly authorized by the Maryland Condominium Act Section 11 111, and the Bylaws, Article V, Section 3 (d), to make and enforce rules and regulations, and
- XII. The Board of Directors deems it necessary to establish procedures for applying provisions of the Maryland Condominium Act Sections 11 108, 111, and 114; the Declaration Section 9, the Bylaws, Article VIII, Sections 1 G and 4, Article IX Sections 1 and 5, Article X., Sections 1, 2 and 3, and applicable common laws regarding the leasing of units and rules for tenant occupancy,

NOW, THEREFORE BE IT RESOLVED THAT:

- The Board of Directors deems it necessary to establish appropriate procedures for disposal through resale of any and all surplus equipment, furniture, and fixtures.
- The Board of Directors deems it necessary to establish an employment policy with respect to full-time and part-time employees for the Capri Condominium.
- The Board of Directors wishes to provide for maximum use and enjoyment of the tennis facilities by all residents.
- The Board of Directors, in order to assure safe and sanitary use of swimming facilities, requires all users of the swimming pool facilities, both residents and guests, to comply with the prescribed rules.
- The Board of Directors [, as authorized by the Declaration and Bylaws,] deems it necessary to outline specific responsibilities of owners for maintenance within units.

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- The Board of Directors, as authorized by the Declaration and Bylaws, deems it necessary to establish policies regarding pets in the building.
- The Board of Directors deems it in the best interests of the Council and the individual unit owners to offer a program whereby unassigned parking spaces are rented, on a weekly or full summer season basis.
- The Board of Directors deems it necessary to establish Procedures for the use and/or reservation of the Ocean Lounge.
- The Board of Directors deems it necessary to establish rules for the safe enjoyment of the exercise room and its equipment.

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Entry into unit

- I. All unit owners are at the time of settlement issued keys to their unit and mailbox keys. Pursuant to the above provisions of the Bylaws, The Council has retained copies of unit entrance keys.
- II. If additional locks are added or if locks are changed by an owner or tenant, the owner or tenant is obligated to provide The Council with keys to those locks.
- III. In order to protect The Council from liability and to protect each owner's security, the following security measures as to retained keys have been adopted:
 - A. Lockbox. Keys have been coded and placed in a locked container. The code does not indicate the address served by the key. The key index, which relates a given key to a given unit, is kept in a separate locked container.
 - B. Lost keys. If a unit key is lost by The Council, the lock will be changed and new keys issued at The Council's expense.
 - C. Sign out. The keys must be signed in and out in the management office by contractors, delivery personnel, real estate staff, or others requesting entry to units. Keys will only be released on the instructions of the unit Owner.
 - D. Change of locks. In order to enhance security, The Council reserves the right to periodically change locks and reissue keys
- IV. Should The Council have a need to enter a unit, it will provide reasonable written notice of its need except in emergencies as defined below. In any case if The Council enters a unit from which the owner or tenant is absent, the person(s) entering the unit will leave a written notice of the date and purpose of entry.
- V. In case of emergency wherein the risk of damage to property or injury to persons exists, The Council shall make a reasonable attempt to contact the owner or tenant prior to entering the unit. However, The Council may enter the Unit without notice if it is deemed necessary to prevent injury to persons or further damage to the condominium. If the owner has failed to provide The Council with current working keys and emergency access is required, the owner shall bear all costs relating to entry of the unit damage caused to that unit or another unit and/or the common areas, and sustain whatever additional liabilities may be attached to the occurrence.
- VI. When residents are locked out, Building Staff will unlock the door to the unit for renters and owners during regular business hours. Outside business hours, the Supervisor of Building Attendants will respond to the lockout for a fee of \$50. If the Supervisor of Building Attendants is unavailable, it is advised the owners / renters contact a locksmith.

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Building security

- I. Access to the building can be obtained through various doors from the street level, as well as the main lobby entrance, rear entrance or any exit door.
- II. Most doors leading from the outside are equipped with an entrance code. Each unit has been assigned an owner entrance code. Separate entrance codes for tenants will be assigned weekly between Memorial Day and Labor Day and monthly between Labor Day and Memorial Day.
- III. A closed circuit TV system is in use at the Capri, and is monitored by Capri security staff.
- IV. All residents should, and are requested to extend their full cooperation to insure that all doors are kept closed and locked.
- V. As required by the Ocean City Fire Code, nothing should ever be placed in doors for convenient access which would prevent their closing.
- VI. Door-to-door solicitations are forbidden either by occupants or others. Violations should be reported at once to management.

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Deliveries

I. Postal Mail and UPS / FedEx deliveries

- A. First class mail will be delivered by the U.S. Postal carrier and placed in your individual mailbox located in the lobby of the building.
- B. Owners who do not receive a mailbox key from the previous owner may request management to install a new mailbox lock with a working key for a fee to be set annually.
- C. An effort will be made by the postal carrier to deliver Special Delivery mail to the unit, but if no one is home, a notice will be left by the carrier to pick up the items at the local post office.
- D. If a parcel is too large to be placed in your mailbox, the carrier will attempt to deliver it to your unit, but if no one is home, a notice will be left to pick up the parcel at the local post office.
- E. Mail deliveries and UPS / FedEx deliveries to owners of record may be left at the management office or security booth; however, The Council assumes no responsibility for the receipt, condition, date of delivery of any mail or pick-up by the addressee of any mail. Persons for whom mail is left at the management office or security booth agree not to hold The Council liable for the receipt or non-receipt of any items of mail.

II. Other Deliveries

- A. If any resident has deliveries that are not mail or UPS / FedEx delivered (i.e., furniture, appliances or other large articles), and will not be at home to receive the delivery, management staff will admit the delivery personnel to the unit provided the resident has notified management of the delivery and authorized them to issue keys to the delivery personnel if necessary.
- B. When the delivery is made, the appropriate delivery company will have to sign for the key in the management office, make the delivery to the unit, then return the key to the management office.
- C. Staff members will not accompany the delivery company to your unit or receive the delivery on your behalf, or assume responsibility for the return of the unit key. The Council assumes no responsibility for the receipt, condition, or date of delivery of any items.
- D. Residents who authorize management to admit delivery personnel to their unit agree not to hold The Council liable for any actions of whatever nature occurring as a result of the delivery of items or the entry of delivery personnel into the unit.

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Parking lot

- I. Unless building management states otherwise, you must park in your assigned space. Parking your car in a space not assigned to your unit is a violation.
- II. All persons using the parking lot do so at their own risk.
- III. The Council assumes no responsibility for any accident or injury in connection with such use or for any loss or damage to personal property.
- IV. Persons using the parking lot agree not to hold The Council liable for any actions of whatever nature occurring within the parking lot.
- V. Also, residents will be responsible for the actions of their children and guests in the parking lot.
- VII. The parking lot will be patrolled frequently by building attendants to reduce the incidence of unauthorized vehicles entering the lot and vehicles not properly parked.
 - A. Any vehicle illegally parked will be issued a warning posted on the windshield. Failure to move/remove the vehicle will result in the application of a wheel locking device as posted in the parking lot.
 - B. A fee of \$75 must be paid in cash before the wheel locking device is removed. Payment can be made in the management office between the hours of 8:30 a.m. and 4:30 p.m. or to the building attendant between 4:30 p.m. and 8:30 a.m.
 - C. Any vehicle illegally parked is also subject to towing in accordance with the city ordinance as posted in the parking lot.
- VIII. Rental of Unassigned Parking Spaces
 - A. Unassigned parking spaces will be rented to Owners and/or other residents during the summer season as stipulated below. At all other times the unassigned spaces will be available to all residents on a first come, first served basis.
 - B. Unassigned spaces may be rented to owners and/or other residents by procedures to be established by the Board of Directors annually as Part of the budget process, including dates of availability, costs, methods of selection and use, and any other procedures necessary or desirable for the use of the spaces. The procedures for the upcoming year's use will be published to owners on a timely basis so that rental arrangements and other plans can be made.
 - C. There will be no parking assignments made or rental fees accepted for the unassigned spaces by the building attendants. The building attendant is authorized only to enforce parking policies.

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Exercise room rules

- I. All persons using the exercise room do so at their own risk.
- II. The Council assumes no responsibility for any accident or injury in connection with such use or for any loss or damage to personal property.
- III. Persons using the exercise room agree not to hold The Council liable for any actions of whatever nature occurring within the exercise room.
- IV. Residents will be responsible for their guests.
- V. Use is limited to Capri residents. Users under 18 years old are required to be accompanied by an adult and must sign a release form.
- VI. Hours of use will be set by the Board and/or management annually to comply with expected usage and staffing. These hours will be included in printed "House Rules" and will be posted in the Exercise Room.
- VII. Access to the exercise room is via an access code that can be obtained from the Capri management office.
- VIII. Each element of the equipment will be used in accordance with the posted illustrated guidelines.
- IX. No barefoot use of the equipment allowed. Proper athletic shoes should be worn.
- X. Personal radios, cassettes, or disk players must be used with headphones.
- XI. Accepted courtesy to allow others to "work in" or to limit equipment time will be expected of all users.
- XII. If necessary, the vinyl seats of the equipment should be cleaned for the next user.

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Noise

- I. Condominium living requires that each occupant regulate the occupancy and use of his unit so as not to unreasonably disturb any other occupant.
- II. Each occupant shall exercise due consideration at all hours in the operation of radio, television and stereo equipment, musical instruments, or any other items in his unit so that the sound therefore will not unreasonably or unnecessarily disturb another occupant.
- III. Each occupant shall abide by the Ocean City Code of Ordinances, Part II, Chapter 30, Article V. http://library.municode.com/HTML/12833/level3/PII_C30_AV.html

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Owner contact information

- I. Management will maintain a roster of all owners, whether resident or non-resident, including their home address, secondary or seasonal address if any, email address, home and work phone number(s), and any other phone numbers or names of substitute person(s) to be notified in the event of any emergency. Similar information will be maintained for each resident tenant of long duration.
- II. Each occupant and/or unit owner is required by the Bylaws to be responsible for keeping the roster current.
- III. An owner who permits guests to occupy his unit during his absence shall instruct such guests to sign the tenant/guest register at the beginning and completion of their stay.
- IV. The Capri will not share any contact information with any other party except in the case of an emergency.

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Storage

- I. All personal property brought onto the property shall be at the sole risk of the owner or occupant. The Council shall in no event be liable for the loss, destruction, theft or damage to such property.
- II. Storage space is limited to a locker assigned to each unit on the exterior of the building.
 - A. All storage in the assigned lockers is at the users risk and the user must furnish any padlock or other lock used to secure items in the locker.
 - B. No items shall be stored in a locker which may create a fire hazard, or which may be prohibited by the condominium Bylaws, Declaration, or which may be in violation of any applicable law, code or regulation.
 - C. Emergency situations or necessary repairs may require access to the lockers by condominium staff. In the case of secured lockers owners will be notified in advance of such access unless the access is required by an emergency threatening the safety of persons or property, in which case the lock will be removed to gain access.
 - D. All owners shall make the assigned unit locker available to tenants or guests who are using the unit. Between Memorial Day and Labor Day, management will attempt to contact owners whose lockers have not been made available to tenants or guests. Management reserves the right to open, remove, and store the contents of lockers not made available to tenants or guests until the owner has been formally notified.

Use of common areas

- I. Firearms, air guns, or any other type of weapons must not be discharged on the property.
- II. Residents should assist in keeping the common areas clean by placing any trash or items to be disposed of in the proper receptacles or trash chutes in the interior and exterior of the building.
 - A. Any large items such as cardboard boxes or trash in excess of the capacity of the trash receptacles should be placed in the dumpsters located at the north side of the building.
 - B. For a fee, furniture or appliance removal may be made via Ocean City bulk pick-up.
 - C. Carpet, construction materials, paint or other household items may not be placed in the dumpsters, or left in the trash area, unless permission by the Capri management has been granted. Otherwise, these items must be disposed of by the owner or his contractors immediately.
- III. Persons using the common elements or limited common elements must refrain from loud and boisterous activity.
- IV. The recreational areas of the common elements shall be used for purposes designated by the Board of Directors by way of the rules, regulations and posted signs.
- V. Other areas of the common elements such as the stairwells, corridors, walkways shall not be used for recreational purposes and no lounging, playing, or loitering shall be permitted.
- VI. No skateboarding or rollerblading is allowed on any of the common elements, and no bike riding except to exit and enter the parking lot is allowed. No strollers, playpens, toys, benches, chairs, carts, bicycles or other personal articles shall be stored or left unattended on the common elements.
- VII. Bicycles, large inflated rafts, beach umbrellas, surfboards, or other large beach or recreational equipment are not allowed on the elevators.
 - A. These items should be stored in the assigned locker or the residents' vehicles.
 - B. Bicycles are not permitted in the building but may be stored in the bike room or locked on the bike rack located at the north side of the building.
 - C. Any such storage of bicycles or other recreational items is at the owners' or residents' own risk and The Council assumes no liability for the use of such storage areas.

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- VIII. No recreational vehicles such as dune buggies, water sport vehicles, boats, or trailers to transport these items shall be parked or stored on any of the general or limited common elements.
- IX. Between Memorial Day and Labor Day on Saturday or Sunday no moving of furniture in or out of units, delivery or removal of large remodeling or construction materials, carpet large window treatments, or any items which would affect the use of common areas (i.e., restrict passage through the lobbies or corridors or crowd the elevators) will be permitted. Such activities will be permitted on Saturday and Sunday between Labor Day and Memorial Day with prior notice to management.

Unit leasing and tenant / guest rules

- I. The opportunity to lease units shall be offered by owners and their real estate agents in accordance with the Federal Fair Housing Act and the Maryland Human Relations Code without regard to race, color, religion, national origin, gender, handicap, marital status or familial status.
- II. Each owner who rents his unit shall obtain a rental license from the Town of Ocean City annually and forward a copy of the license to the Board of Directors prior to the commencement of any lease for that calendar year. The names of owners whose units are leased, but who have not submitted the license, will be forwarded to the Ocean City Housing Authority.
- III. Unit owners who lease their units will provide management of the association with the name of their real estate agent if any.
- IV. The provision of Article X, Section 2 of the Bylaws requiring conformed copies of leases to be forwarded to the Board of Directors will be considered satisfied by presentation of the lease or rental agreement by the tenant at check-in.
- V. All leases and rental agreements must clearly state that the right of the tenant to occupy the unit is subject to the provisions of the Declaration, Bylaws, Rules and Regulations of the condominium, and that the tenant is liable for any damages which the tenant causes to the condominium.
- VI. All leases and rental agreements must list limits of occupancy as six people for two bedroom units and eight people for three bedroom units.
- VII. Management will establish entry codes for the use of tenants, and will make these codes available to renting owners and Realtors of record. The tenant codes will be changed monthly between Labor Day and Memorial Day and weekly between Memorial Day and Labor Day.
- VIII. The provisions of the attached "Rental Addendum" are incorporated herein by reference and made part of this rule. The terms of the Rental Addendum shall be implemented as follows:
 - A. A signed Rental Addendum must be submitted by any renters and guests checking into the building. Owners and real estate agents can send the Rental Addendum to tenants in advance with the lease or rental agreement. Tenants arriving without the addendum will be asked to sign it at check-in. There will be no admittance without the signed addendum.
 - B. Under Section "B" of the Rental Addendum, sections of the Maryland Condominium Act and governing documents listed above both the owner of the unit

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and the tenant in a unit are responsible for confirmed damage to the condominium caused by the tenant.

- a. Due to the short term occupancy of most tenants, and their direct responsibility to the owner through the lease or rental agreement, the Council shall first seek recompense for confirmed damage from the unit owner.
 - b. Assistance in the form of the signed Rental Addendum, registration card or any other available documentation will be given to the unit owner to assist him in seeking reimbursement from the tenant. At its discretion, the Council of Unit Owners may also seek recompense directly from the tenant.
 - c. Confirmation of damage to the condominium, determination of rules violations, and decisions on termination of occupancy for violating the terms of the Rental Addendum will be made by management.
- C. All tenants will be required to sign a registration card listing the make, model, year and license number of the vehicle(s) to be parked on the lot and the name, gender and age of all the occupants of the unit.
- a. They will then be issued parking pass(es) listing the parking space number(s) and dates of occupancy. The pass must be displayed on the dashboard at all times.
 - b. Owners of vehicles without parking passes displayed will be subject to any parking regulations and penalties currently in effect.
- D. Each arriving tenant group shall pay a “Common Area Usage Fee” of \$30 to help defray the additional costs of increased occupancy and frequent turnover, and no occupancy will be granted without payment of the fee.
- a. Personal guests of owners shall be exempt from the fee provided they bring with them written notice from the owner that they are guests, not tenants.
 - b. Alternatively, the owner can submit to management a letter confirming the guest status of a particular group or a letter stating that all visitors to his unit are guests, not tenants. For this purpose, “guest” is defined as those who have not paid rent or fees of any kind to the owner for use of the unit.
- E. Tenants and guests should be furnished a copy of House Rules and Fire Safety Procedures by the owner or rental agent, and have copies of these documents maintained within the unit.
- a. These documents together with posted recreation area, parking lot and elevator rules, as well as other posted rules and verbal instructions from staff, will be

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considered sufficient notice of rules which all owners, guests and tenants are required to follow.

- b. Written, posted and verbal rules for ingress to the parking lot and building will be followed at all times. This provision is emphasized for Saturday and Sunday during the summer season to minimize inconvenience to all residents.
- IX. All leases and rental agreements shall provide that the right of the tenant to use and occupy the unit shall be subject and subordinate in all respects to the provisions of the Declaration, Bylaws and rules and regulations.
- X. The lease document or rental agreement shall contain such other clauses as may be required by the Board of Directors.

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Date _____ Staff _____

CAPRI CONDOMINIUM RENTAL ADDENDUM

All occupants of the unit indicated below agree to abide by the Declaration, Bylaws, rules and regulations of the Capri Council of Unit Owners (“the Council”).

All occupants shall be legally and financially liable to the Council for any damage to the unit they occupy, other units or the common areas, resulting from their actions.

The unit shall be used only as a private dwelling for the occupant(s) who sign this agreement and his/her family. During the period of occupancy indicated, those who sign this agreement must occupy the premises overnight, and occupancy is limited to the number specified below as well as in any attached lease or rental agreement. Should occupants in excess of the specified number be found residing in a unit, occupancy will be terminated immediately.

If any of the terms of this agreement are violated, the Council may terminate this agreement. Upon notice of termination of this agreement, all occupants shall vacate the premises immediately.

Unit Number

Number of Occupants

Occupant Signature

Occupant Signature

Occupant Signature

Occupant Signature

Occupant Signature

Occupant Signature

Occupant Signature

Occupant Signature

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Use of Ocean Lounge

- I. Any members or group of members of The Council may use the Ocean Lounge on request to the management or building attendant.
- II. Only members of the Council who are current in the payment of condo fee payments may reserve the Ocean Lounge for private use upon compliance with the following conditions:
 - A. The use will be limited to the owner's private social event, meeting of an organization, club or group of which the owner is a member or sponsor, or other purpose as approved by the Board of Directors or management.
 - B. Usage fees for exclusive use of the room on a specific date and time range between \$50 and \$200 depending on amount of people and cleanup responsibility.
 - C. Any damage or unusual cleanup costs will be assessed to the account of the owner making the reservation.
 - D. At management discretion, fees will be waived for certain charitable organizations of which the reserving owner is a member.
- III. Reservations will be accepted on a first come, first served basis. At management discretion, certain holiday weekends may be reserved for the general use of all owners and no reservations will be accepted.
- IV. The owner making the reservation or a designated representative of the organization will be present during the event, and insure that all the rules are followed, that the room is locked when not in use, and keys returned when the event is over.
- V. Use will be between 8:00 a.m. and midnight only. The times of use will be furnished to the management and/or building attendant in advance.
- VI. The occupancy of the room shall at no time exceed the occupancy limit set by the Ocean City Fire Marshal's Office and posted in the Ocean Lounge. All activities will be confined to the Ocean Lounge only.
- VII. The owner making the reservation will promptly notify management and/or the building attendant of any damage or problems.
- VIII. The owner or organization will furnish all items necessary for the planned activity and will remove all such items and dean up immediately after the event
- IX. In no circumstance will smoking be allowed in the Ocean Lounge, or other interior common areas in accordance with Maryland State Law.
- X. Management personnel will have access to the room at all times, and the room will be promptly vacated if at any time management personnel deems the use of the room or the actions of the occupants unsuitable.
- XI. No parking on the Capri premises is guaranteed for non-residents attending an event and any parking arrangements must be made with management and/or the building attendants in advance.

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XII. The premises shall not be used for any unlawful purposes. State and local ABC laws concerning use of alcoholic beverages, the Ocean City noise ordinance, and any other applicable laws, codes and regulations shall be followed and enforced.

XIII. The owner making the reservation and/or the designated representative of the organization agree to assume all responsibility for all damage to the Ocean Lounge or any other portion of the condominium which is damaged by the owner, the representative of the organization, or their guests and for any accident or injury in connection with the use of the Capri Ocean Lounge. Furthermore, the reservation holder agrees to hold harmless The Council from any and all liabilities of any guests due to the use of the Ocean Lounge, common areas, or its agents or employees in the operation or maintenance of the premises. There shall be no liability for failure to operate the facilities and the right to close the facilities at any time it is reserved.

XIV. Rental to outside organizations may be scheduled between Labor Day and Memorial Day for a fee as approved by the Board of Directors, however owner requests will be given preference.

I AGREE TO ASIDE BY AND ENFORCE ALL THE RULES AND PROVISIONS OUTLINED ABOVE.

SIGNED:

Owner or Designated Organization Representative

Printed Name

Date

Unit Number or Organization Address

Phone Number(s)

Email Address

Capri Management
approval and date

Pet policies

- I. Only unit owners are permitted to bring pets into the building. Relatives, guests, and tenants cannot bring pets into the building.
- II. Pets are limited to domestic cats, dogs and caged birds. Two pets per unit are allowed.
- III. Pets must be registered with management and it is the owner's responsibility to notify management that they have a pet. Proof of current rabies vaccination must be provided and updated. The pet registration will be kept on file.
- IV. Pets must be carried or on a leash, and must be attended by a responsible person when in the common areas.
 - A. Pets are not allowed in the recreation areas or on the beach deck, and can only pass through the common areas to reach the owner's unit. Do we mean here that pets aren't allowed on the second floor? If so, why don't we say that?
 - B. Courtesy from all owners is requested for transporting pets on the elevator. Pet owners should ask elevator occupants if they mind riding with the pet and residents who are fearful of pets should wait for the next elevator when a pet is being transported.
- V. No pet owner may allow a pet to relieve itself in the building or any exterior common area except for the dog walk located just outside the northeast corner of the parking lot.
 - A. When using the dog walk, owners must clean up after the pet and dispose of the waste in the receptacle provided.
 - B. Owners are responsible for removing pet's waste if an accident occurs on the common areas, and for the cleaning, disinfecting and repair of any resulting damage.
 - C. Courtesy is requested from owners in not using the dog walks, planting areas, parking lots or other areas of neighboring buildings or businesses. If an accident does occur in these areas, the pet owner should come prepared to remove the waste.
- VI. No dog or other pet shall be permitted to bark, howl, or make other loud noises for such an unreasonable time or frequency as disturbs other residents rest or peaceful enjoyment of their unit or the common areas.
- VII. All pet owners are responsible for property damage, disturbances or injuries caused by their pets. The Council assumes no liability for any actions of whatever nature resulting from owners bringing pets into the common areas.

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- VIII. In accordance with the Bylaws, after a hearing the Board of Directors may require the removal from the building of any pet which has been deemed a nuisance, and the decision is solely theirs.

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Pet Registration Application

(Please complete the application and return it to the office. The registration will be returned to you.)

As owner of Unit _____ I request the Board of Directors of the Capri Condominium to register the pet(s) listed below.

Type of Pet(s) - cat, dog, etc.

Breed _____ Color _____

Gender _____ Name _____ (PET'S PICTURE)

Where Licensed (if applicable) _____

Tag Number (if applicable) _____

Rabies vaccination expiration date _____

I certify that I have read the current pet policies and will abide by them

Email address _____

SIGNED _____

Date _____
(Owner)

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Pet Registration

The owner(s) of Unit _____ have registered their pet(s) with the Board of Directors. The pet(s) may be kept in their unit in compliance with current pet policies, including providing up to date proof of rabies vaccinations.

Pet Name _____ Breed _____

Gender _____ Color _____

SIGNED _____ Date _____
(Management Representative)

Preventive maintenance

- I. Unit owners shall turn off the main water valve located under the sinks in the kitchen and baths when absent from the unit. Further, it shall be the unit owners responsibility to notify all family members, guests, tenants, contractors, and any other persons using the unit of this requirement.
- II. Unit owners shall set thermostat to HEAT (is this the same in the summer, does this help to minimize possible condensate line leakage?) and no lower than 50 degrees during times of unoccupancy. Further, it shall be the unit owners responsibility to notify all family members, guests, tenants, contractors, and any other persons using the unit of this requirement.
- III. Unit owners shall periodically check and maintain, or have checked and maintained, all washing machine hoses and connections to make sure there are no cracks or leaks.
- IV. Unit owners shall periodically check and maintain, or have checked and maintained the dishwasher, hot water heater, icemaker lines, bathroom commodes, sinks, showers and any other appliances or plumbing fixtures.
- V. Unit owners shall have any alterations to the original electrical work performed by a licensed electrician according to code.
- VI. Unit owners shall clean or replace air conditioner condensate lines annually, maintain the framework of the unit, and check and maintain unit's operation to prevent leaking.
- VII. Unit owners shall inform all contractors that the hours for work in the units are 8.00 a.m. through 8:00 p.m., Monday through Friday, except for emergency repairs. Please note that special noise regulations are in effect Memorial Day – Labor Day (please refer to "Noise" rules).
- VIII. The failure of any owner to maintain the appliances and fixtures and follow the preventive maintenance outlined above and in Section 9 of the Declaration and Article VIII, Sections 1-G and 6 of the Bylaws will result in liability of the unit owner for damages to the condominium common elements or other condominium units.
 - A. Such liability will exist to the extent not covered by insurance if the Council of Unit Owners can show the unit owner was negligent or failed to properly comply with their maintenance responsibility.
 - B. In addition, the Board of Directors may impose a \$50 fine payable to the association which shall become part of the unit owners account and which shall be subject to the provisions of Article IX, Section 5, of the Bylaws regarding payment of assessments.

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Swimming pool rules

Any failure to comply with these rules shall be considered sufficient causes for members to be temporarily deprived of the use of the pool by the pool attendants.

I. General Hours of operation: 10.00 a.m. - 10:00 p.m. Daily.

- A. During the period Memorial Day through Labor Day each year the pool is open for residents while a Pool attendant is on duty. If no pool attendant is on duty, the pool will be closed.
- B. From Labor Day through Memorial Day the pool will be open 10.00 a.m. to 10:00 p.m. except for periods necessary for maintenance of the pool, its equipment and the pool building. There will be no pool attendant on duty and all residents should swim only when accompanied.
- C. No persons shall use the pool unless it is officially open.
- D. The pool may be designated "Adult Swim" for exercise purposes, outside the normal hours of operation, as approved by the Board of Directors.

II. Pool closures

- A. The pool will be closed at 6:00 p.m. on Thursdays during the summer season for regular maintenance necessitated by heavy use.
- B. It may be closed for pool attendant breaks or adverse weather conditions on the decision of management.

III. Liability

- A. Any persons using the pool, do so at their own risk. The Council assumes no responsibility for any accident or injury in connection with such use or for any loss or damage to personal property.
- B. Pool attendants are on duty to enforce pool rules and monitor water quality; they do not protect persons or property.
- C. Persons using the pool area agree not to hold The Council liable for any actions of whatever nature occurring within the pool area. Residents are responsible for the actions of their children and guests.

IV. All persons shall obey the instructions given by the pool attendants.

- V. All persons must stay clear of the pool attendant area. There will be no entry into the pool except through the corridor door.

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- VI. Children under 14 must be accompanied by an adult when using the pool.
- VII. Diaper age children
 - A. Diaper age children or children who are not toilet trained must wear a special "swimsuit diaper" closely fitting plastic pants.
 - B. Parents must make frequent checks of diaper-age or non-toilet trained children.
 - C. Diaper changing is not allowed at poolside. Please use changing tables in restrooms.
- VIII. Bathers should wash their hands thoroughly with soap and hot water after using the restroom or changing a diaper. Bathers should also rinse off in the shower before entering the pool.
- IX. Admission shall be refused to all persons having obvious colds, coughs, inflamed eyes, infections, or wearing bandages. Any individual who has the following conditions may not enter the water of a public pool or spa (per state regulation 10.17.01.50 of the State of Maryland Department of Health and Mental Hygiene) unless a physician certifies that the individual's condition is not infectious or contagious by waterborne transmission:
 - A. An infectious or contagious disease that may be transmitted through water.
 - B. An open cut, blister, or other lesion.
 - C. Diarrhea.
- X. No running, pushing, rough play or profane language will be permitted in the pool area. Spouting of water and similar unhygienic actions are not permitted in the pool.
- XI. The use of kickboards, tubes, water wings, ball, etc.; will be determined by the pool attendant on the basis of the size and character of the pool crowd.
- XII. No intoxicants will be allowed in the pool area. Intoxicated persons will not be allowed in the pool area at any time.
- XIII. No food is permitted in the pool area. Nonalcoholic beverages in cans or disposable cups are permitted, but glass containers and breakable objects are not permitted.
- XIV. All refuse must be placed in containers provided for this purpose. Users are urged to assist in keeping the pool area clean.
- XV. No pets are permitted in the pool building area.
- XVI. No plug-in electrical appliances, including radios are allowed in the pool area.

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Use of the tennis court

- I. All persons using the Tennis Court do so at their own risk.
 - A. The Council assumes no responsibility for any accident or injury in connection with such use or for any loss or damage to personal property.
 - B. Persons using the Tennis Court agree not to hold the Council liable for any actions of whatever nature occurring within the Tennis Court.
 - C. Also, residents will be responsible for the actions of their children and guests.
- II. Hours of operation: 8:00 a.m. to 10:00 p.m.
- III. The Tennis Court is for the exclusive use of residents of the Capri. Users of the court may be asked to produce proof of residency.
- IV. Those using the court while others are waiting are limited to one hour from the starting time.
- V. Only those wearing rubber soled shoes are allowed on the Tennis Court.
- VI. The court may not be used for other than the intended purpose. Bikes, skateboards, rollerblades or other wheeled devices may not be used in the court area.
- VII. The next time slot will be determined by a sign-in sheet to be provided at the main lobby building attendant desk. Sign up may be accomplished for the following day's play between 10:00 a.m. and 10:00 p.m. the previous day. Sign up is to be by unit number.
- VIII. Non-players must stay out of the Tennis Court at all times.
- IX. Loud talking or shouting, hitting balls against the fence, or any other practices annoying to players are prohibited.
- X. No chewing gum, alcoholic beverages, glass containers, or smoking are permitted inside the Tennis Court enclosure.

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Collection of assessments

- I. Assessments for each condominium unit shall be determined on an annual basis and shall be paid quarterly without demand.
 - A. The fiscal year of the Council of Unit Owners shall be January 1 through December 31 of each year.
 - B. Coupons will be issued annually for the quarterly payments in accordance with that fiscal year's budget, but not receiving the coupon book in no way relieves an owner of the obligation to pay the assessment.
 - C. Payments are to be made payable to the Capri Condominium and sent to 11000 Coastal Highway, Ocean City, MD 21842, due the first day of each calendar quarter.
- II. For special assessments, the due date, late fee amount and overdue date, which shall not be more than thirty (30) days, are stated in the resolution levying that assessment.
- III. Any regular assessment payment not received in the association office 15 days after quarter-end shall obligate the owner to pay a late fee equivalent to ten percent (10%) of the quarter's assessment in which the fee is late.
 - A. Late fees will be cumulative throughout the fiscal year and any late fees not collected by the end of the fiscal year shall be carried in the unit owner's permanent files.
 - B. These shall be added to any future delinquent assessment in accordance with the Bylaws definition of late payment which can result in lien action, acceleration of the remainder of the fiscal year's assessments, or both.
 - C. In addition, interest costs and attorney's fees can also be charged in accordance with procedures for collection of late assessments stated in the Bylaws.
 - D. The right to use recreational facilities may be revoked for owners whose assessments are delinquent. These facilities include but are not limited to the beach deck, swimming pool, tennis court, Ocean Lounge, tennis lounge, saunas, exercise room, library, gym, game room and teen lounge.
 - E. In accordance with the Maryland Condominium Act, any owner against whom such penalty is imposed will have the right to an appeal before the Board of Directors.
- IV. After receiving two returned checks from any owner within any fiscal year, The Council shall require that any further assessments be paid by certified check or money order, and a \$50.00 fee for each returned check shall be imposed.

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- V. Legal Action, which can include a lien against the unit, personal suit, acceleration of the remainder of the fiscal year's regular assessments, and any or all of the remedies listed in the Capri Condominium Bylaws, Article IX, Sections 5 and 6, and in the Maryland Condominium Act, Section 11-110, shall be initiated as follows:
- A. When quarterly assessment payments are thirty (30) days late from the due date of the first day of each quarter.
 - B. When quarterly assessment payments have been paid after the fifteenth (15th) of the month after quarter end for four consecutive quarters (applies only to acceleration of the fiscal year's regular assessments).
 - C. When any special assessment payment is thirty (30) days overdue.
 - D. The Board of Directors may choose to waive any of the above provisions on petition in writing by a unit owner alleging personal hardship. Any such waiver will be documented in the unit owner's file.
 - E. The above provisions in no way limit The Council represented by its Board of Directors from pursuing any other steps which are consistent with the Maryland Condominium Act, the Maryland Contract Lien Act, the Capri Condominium Declaration and the Capri Condominium Bylaws.

Employment policy

- I. Only one member of the family of a staff person will be employed at any one time at the Capri Condominium. The family member is considered to be mother, father, brother, sister, aunt, uncle, spouse, grandmother, grandfather, son or daughter.
- II. No members of a unit owner's family shall be employed by The Council.
- III. Employment guidelines and job descriptions currently in effect and approved by the Board and Management, form an integral part of this policy.

Expense & contract approvals / accounts payable

- I. All expenses for the administration, repair and maintenance of the Capri Condominium common elements, condominium units, or other necessary expenses with the exception of emergency repairs will be approved in advance by the Board of Directors. Approval will be given by the Board of Directors either through the budget approval process or by approval of contracts, proposals, or estimates.
- II. Emergency services contracted for by the management representative(s) to prevent or repair damage to the common elements or condominium units will be reported to the President of the Board as soon as possible. A written report of the reason of the emergency will be presented to the Board at the next regularly scheduled meeting.
- III. Repair and maintenance projects will be assigned a maximum cost for yearly budget approval purposes.
 - A. As project start dates approach, management representative(s) will present contracts, proposals, and estimates when appropriate, or arrange for work within the budget maximum cost guidelines.
 - B. A written report on any budget variations for project expenses will be presented at the next regular Board meeting.
 - C. Any significant variations for a single project will require a Board phone or email poll, the results of which will be reported at the next meeting, and which will be included in the minutes.
- IV. All formal contracts will require the signature of the Board President, or in his/her absence, the Vice President, or other officer of the Board of Directors. Board may delegate contract signing authority to the Building Manager per Board discussion and approval.
- V. An accounts payable open item list covering the month immediately prior to each regularly scheduled Board meeting will be presented to the Directors for review. The report will include the account code, vendor, amount, and due date.
- VI. A list of all checks over \$500 written during the month will be presented at the next regularly scheduled Board meeting.
 - A. The list will include the vendor, amount, and purpose.
 - B. The President will call for a motion to confirm that the expenditures were made in accordance with the guidelines above.
- VII. Funds of The Council not specifically designated as reserve funds for capital replacements will be held in an operating account in an Ocean City bank.

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- A. Signers on the account will be the Officers of the Board and management representative(s) designated by the Board, if any.
 - B. Checks will be valid with one signature, provided that checks in excess of \$10,000 shall require the signatures of any two officers of the condominium.
 - C. Checks, check listing, and the records of the account shall be kept at the association office at 11000 Coastal Highway, Ocean City, MD 21842.
- VIII. For projects or expenditures involving transfer or use of reserve funds, funds designated solely for one project, or progress payments for construction or other work tied to completion of work, the Board may decide to establish a separate bank account and/or require two signatures on checks for that project or expenditure.
- IX. In accordance with Article IX, Section 4 of the Bylaws, a reserve fund shall be established and maintained by the Board of Directors. The reserve fund may be used only to replace the common elements of the condominium and pay for operating contingencies and repairs of a non-recurring nature.

Preparation of resale documents

- I. Disclosure documents will be prepared by the Capri Management Office as soon as possible, but not later than 20 days after receiving the request.
- II. The documents will be released to the owner of record, or on his/her instructions, the owner's Realtor. A charge of \$150 will be made for this service and the documents will not be released without payment.
- III. Disclosure documents as required by the Capri Bylaws and the Maryland Condominium Act consist of the following:
 - A. Acknowledgment of Receipt of Information
 - B. Resale Certification with the following attachments:
 - a. A statement disclosing the effect on the proposed conveyance of any right of first refusal or other restraint on the free alien-ability of the unit, other than any restraint created by the owner.
 - b. A statement of the monthly common expense assessment and any unpaid common expense or special assessment currently due and payable from the selling unit owner.
 - c. A statement of any other fees payable by the unit owners to The Council.
 - d. A statement of any capital expenditures approved by The Council or its authorized designee planned at the time of the conveyance which are not reflected In the current operating budget included in the certificate.
 - e. The most recently prepared balance sheet and income/expense statement, if any, of the condominium.
 - f. The current operating budget of the condominium, including details concerning the amount of the reserve fund for the repair and replacement and its intended use, or a statement that there is no reserve fund.
 - g. A statement of any judgements against the condominium and the existence of any pending suits to which the Council of Unit Owners is a party.
 - h. A statement generally describing any insurance policies provided for the benefit of the unit owners, a notice that the policies are available for inspection stating that location at which they are available, and a notice that the terms of the policy prevail over the general description.

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- i. A statement as to whether the Council of Unit Owners has knowledge that any alteration or improvement to the unit or the limited common elements assigned to the unit violates any provision of the declarant, By-laws, or rules or regulations.
 - j. A statement as to whether the Council Of Unit Owners has knowledge of any violation of the health or building code with respect to the unit or any portion of the condominium.
 - k. A statement of the remaining term of any leasehold estate affecting the condominium and the provisions governing any extension or renewal of it.
 - l. A description of any recreational or other facilities which are to be used by the unit owners or maintained by them or the Council of Unit Owners, and a statement as to whether or not they are to be part of the common elements.
 - m. Copy of the Bylaws and Declaration
 - n. Copy of the Rules and Regulations
 - o. Property Transfer Sheet
- IV. Unit owners are advised to consult with their real estate agent and attorney regarding their full disclosure obligations. The above described certificate describes the responsibility of The Council only, which assumes no responsibility or liability for the owner's larger disclosure responsibilities.

Procedures and enforcement of rules

- I. All "House Rules", "Regulations" and "Resolutions" have the force of Rules when adopted by vote of the Board of Directors.
- II. All such Rules are understood to be based on the authority of Section 11-111 of the Maryland Condominium Act, Article X, Section 4 and Article V, Section 3 of the Bylaws which assigns to the Board of Directors "all the powers and duties necessary for the administration of the affairs of the Council of Condominium", including the power to adopt rules.
- III. All Rules currently in effect will be kept in book form in the management office. All Rules superceded by later Rules will be kept on file to provide a history of the Council's activities.
- IV. All Rules may be enforced pursuant to Section 11-113 of the Maryland Condominium Act and Article X, Section 3 of the Bylaws.

Sale of surplus equipment procedures

- I. All Capri property declared surplus by the management will be disposed of to owners after 30 days notice given in a homeowners' mailing and email message.
- II. Items of value will be advertised in a notice included in a homeowners' mailing and email message at an appropriate price or for "best offer". These items will be sold to owners on a first come, first served basis.
- III. Any items not disposed of by sale will be distributed to owners on a first come, first served basis. Unclaimed items will be disposed of after a waiting period of thirty days.
- IV. From time to time the Board of Directors may decide to dispose of items of value by sale to the public rather than sale to owners. In such case the proceeds will become part of the income of the condominium.

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[Internet Access]

[WHEREAS the Board of Directors of the Capri Condominium is duly authorized by the Capri Condominium Bylaws, Article V, Section 3, to '...have all the powers and duties necessary for the administration of the Council and Condominium...' and "...to lease, grant... other rights of use in all or any part of the common elements of the condominium project," and]

[WHEREAS the Capri Condominium Council of Unit Owners, Inc., represented by its Board of Directors has been duly authorized by the Maryland Condominium Act, Section 11-109(6) "To ... lease .. any part of its property and assets;" and Section 11-109(12) "To regulate the use... and modification of the common elements;" and Section 11-109(15) "To.. receive any payments for the use, rental or operation of the common elements..."]

[NOW, THEREFORE, BE IT RESOLVED that the Capri Condominium Council of Unit Owners, Inc., shall allow Byte Size, Inc., to install on a designated area of the roof a two foot antenna, and in a designated area inside the 21st floor storage facilities to install three small electronic devices, both for the purpose of providing internet access to sites in Delaware. The antenna shall be installed in such a way that the roof surface shall not be breached. Byte Size shall provide proof of insurance for the equipment and shall hold the Capri Condominium Council of Unit Owners harmless for the equipment, the equipment performance, and all matters relating to the equipment. In return for the use of the Capri facilities, Byte Size shall pay \$100 monthly to the Capri, provide two internet dial-up accounts for the Capri, and design and install an internet home page for the Capri. The date of installation of the equipment and terms for ending the agreement shall be as agreed between the Capri Condominium and Byte Size, Inc.]

[Adopted at a regular meeting of the Board of Directors January 17, 1998]