



ROCK CREEK GARDENS CONDOMINIUM

Council of Unit Owners

2224A Washington Avenue
Silver Spring, Maryland 20910

WELCOME PACKAGE

IMPORTANT TELEPHONE NUMBERS

Rock Creek Gardens Office	301-587-2130
Managing Agent – Comsource Management, Inc.	301-924-7355
Condominium Insurance Broker – Steve Rose – State Farm	301-424-9100
Fire, Police and Health Emergencies	911
TTY/TTD Fire and Ambulance	911

For emergencies in or on the common elements not requiring police, ambulance or fire assistance, but in need of immediate attention (i.e. a major pipe leak, all lights out, etc.):

8:30 a.m. – 4:30 p.m.	301-587-2130
4:30 p.m. – 8:30 a.m.	301-421-4538
Holy Cross Hospital	301-754-7000
Suburban Hospital	301-530-3100
Gas Leaks – Emergencies only	703-750-1400
Washington Gas MD Division – Service	703-750-1000
Non-Emergency Police (Montgomery County)	301-279-8000
Non-Emergency Police (Bethesda)	301-652-9200
Poison Control	301-625-3333
Animal Shelter (Montgomery County)	240-773-5960
Metrorail	202-637-7000
Montgomery County Health Service	301-217-6500
Potomac Electric Power Company (PEPCO)	202-833-7500
• To report Power Outage	877-737-2662
• Downed Lines	202-872-3432
Ride-On Bus Information	240-777-7433
WSSC	301-206-4002
Comcast – New Installation	301-231-3516
Comcast – Repair and Service	301-424-4400
2001 Satellite Systems	301-277-4400
Telephone	
• New Hook-up Last name A-E	301-851-6000
• New Hook-up Last name F-K	301-851-7000
• New Hook-up Last name L-R	301-851-8000
• New Hook-up Last name S-Z	301-851-9000

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PART I
AN INTRODUCTION
TO
ROCK CREEK GARDENS

PART I

AN INTRODUCTION TO ROCK CREEK GARDENS

A. ROCK CREEK GARDENS CONDOMINIUM

1. BRIEF HISTORY

LeVay Rockcreek, Inc. built Rock Creek Gardens as apartments in 1941 and converted to condominiums in 1980. It is a 31 building, garden-style community with 227 residential units. There are 242 parking spaces, and a swimming pool with a pool house.

2. LOCATION & SURROUNDING AREA

Rock Creek Gardens is located in Silver Spring, Maryland, just a few yards from the District of Columbia line. The property is located within a major metropolitan area, but is just one block away from Rock Creek Park which contains miles of wooded trails which can be used for hiking and biking. Easy access to the Metro and Ride-On buses allow for convenient access to everything Silver Spring and Washington, D.C. have to offer.

B. MANAGEMENT OF ROCK CREEK GARDENS

1. MANAGEMENT OFFICE

Rock Creek Gardens Council of Unit Owners has an elected Board of Directors whose responsibilities include providing overall policy and fiscal oversight for the protection and maintenance of the community. The Board of Directors hires a management company to carry out the day-to-day operations of the community and provide service to residents. This includes an On-Site Manager located in the pool house, and a Property Manager.

The services provided by the Management Company include:

- Operating and maintaining the building, grounds, and recreational facilities
- Arranging for pest control within the units and on the common elements as necessary
- Scheduling and following up on the maintenance of the common elements
- Responding to maintenance and repairs, both emergency and non-emergency
- Supervising staff and vendors
- Providing a controlled system for both convenience and emergency access to your unit.

The management office is your primary resource for information and assistance regarding Rock Creek Gardens. The On-Site Manager is on duty from 8:30 a.m. – 4:30 p.m. Monday through Friday.

2. MANAGING AGENT – COMSOURCE MANAGEMENT, INC.

Management of the services, property and assets of community associations is a specialized business. Recognizing this, the Board of Directors has engaged the following management agent to provide professional services for Rock Creek Gardens:

Comsource Management, Inc.
3414 Morningwood Drive
Olney, Maryland 20832
(301) 924-7355

Comsource Management, Inc.'s services to Rock Creek Gardens include these principle areas:

- Condominium Fees – Comsource Management, Inc. (CMI) collects all condominium fees on behalf of the Association. These funds can be paid with a coupon to a lockbox or debited directly from your bank account. The funds are deposited directly in Rock Creek Garden's bank account and generate interest for the association. CMI keeps track of payments and delinquent accounts for condominium fees.
- Property Management – CMI supervises on-site personnel and contractors as directed by the Board of Directors and in accordance with the management contract.
- Financial Management – CMI handles all assessment collections and disbursements; keeps books and records in accordance with industry guidelines and requirements imposed by the RCG Bylaws; prepares an annual baseline budget; and advises the RCG Board on asset management.
- General Administration – CMI assists the Board of Directors in conducting all it's business; works with committees; and assists in policy development.

PART II

AN INTRODUCTION TO CONDOMINIUM LIVING

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AN INTRODUCTION TO CONDOMINIUM LIVING

A. CONDOMINIUM OWNERSHIP

The term “condominium” refers to a form of property ownership rather than any specific type of architecture. Condominiums may be multi-story, apartment type buildings; townhouses; duplexes; patio homes; and even single family detached homes. While this form of ownership has been around for centuries in Europe, it has only been since the 1960’s that condominiums have gained widespread acceptance in the United States.

Like the owner of a single family detached home, the condominium unit owner is the sole owner of his home holding title in fee simple. However, in a condominium, the unit owner also holds an ownership interest in the other property that is part of the community, including the land on which the condominium is developed, parking areas, landscaped areas, the portions of the building designed for the general use of the residents, and building support functions. The property owned in common with the other unit owners is the “common elements”. Each owner’s share of ownership on the common elements is set forth in the Declaration. The Declaration is the statement of legal rights, title and obligations of the condominium and is recorded among the land records of Montgomery County, and with its accompanying exhibits is part of the deed to each unit.

The ownership interest each unit owner has in the common elements cannot be separated from his ownership interest in his unit. Thus, the share of common element ownership is characterized as an undivided interest. It is the ownership of an undivided interest in the common elements that sets condominium ownership apart from other forms of property ownership.

The ownership of an undivided interest in the common elements is called a percentage interest, and gives the unit owner the right to participate in the affairs of the Rock Creek Gardens Council of Unit Owners (subject to certain rights of the developer during the development period as set forth in the Declaration and Bylaws, or the “condominium instruments”). The obligation to pay a defined share of the expenses of administering, operating, maintaining and insuring the condominium is also based on the percentage interest. At Rock Creek Gardens, both voting rights and assessments are based upon this percentage interest.

Certain common elements are designated as limited common elements. A limited common element is a portion of the common elements set aside for use by less than all of the unit owners. In most cases, the specific limited common element is for the use and enjoyment of the owner and occupants of just one unit. The unit owner of a unit to which a limited common element is assigned has a special right to use the limited common element as set forth in the condominium instruments.

Some common elements may be designated as reserved common elements. A reserved common element is a portion of the common elements that may be set aside for use by any number or all of the unit owners by the Board of Directors of the Unit Owners Association. A reasonable fee may be charged for the use of a reserved common element and use must be in accordance with rules established by the Board of Directors.

B. GOVERNING DOCUMENTS

A condominium is governed by a series of documents, which were included in the Resale Documents provided to you prior to settlement. These documents consist of the Declaration, Bylaws, Rules and Regulations, and Policies.

It is important that you read these documents in order to understand the organization of the condominium and the actions taken by the Board of Directors.

We have included a copy of the Rules and Regulations and the Schedules of Maintenance Responsibilities in the Appendix of this manual since they have the most impact on the day to day operation and use of the building.

C. ROCK CREEK GARDENS BOARD OF DIRECTORS

Rock Creek Gardens is incorporated under the laws of the State of Maryland. As such, and as further defined in the Bylaws, the Board of Directors of the condominium is the organization responsible for governing the condominium. Each unit owner has a vote in the Association proportionate to the percentage interest assigned to the unit. Since a large unit will have a greater vote in the Association, the vote for each unit is equal to the percentage interest for the unit, as listed in Exhibit B of the Declaration.

As “Trustees” of the unit owners’ interest, the common elements, the Board oversees the operations of the Association, including the staff, contractors and committees. The Board currently consists of seven directors who are elected by the community for three-year terms. The terms are staggered in order to ensure continuity of experience. The Board meets monthly in an open forum. The dates and times are posted prior to the meetings for the resident’s information.

The operation of the Unit Owners Association is governed by the Bylaws. The Bylaws were recorded on the Montgomery County land records along with the Declaration at the time that the condominium was created. In addition to the provisions for the Board of Directors, Managing Agent and officers, the Bylaws provide for annual and special meetings, common expense assessments and numerous other matters affecting the occupancy and operation of the condominium. You should have received a copy of the Bylaws when you get the “Resale Certificate” after signing your sales contract.

D. RESPONSIBILITIES

In a condominium, the responsibilities of administering, operating, and maintaining the property are divided between the individual unit owners and the Association as a whole through the Board of Directors and Managing Agent. Generally, the unit owner is responsible for the maintenance of everything within the boundaries of the unit and compliance with all requirements in the condominium instruments regarding maintenance and upkeep of the unit and responsibilities and rules for use of common elements. The Association, on the other hand, is generally responsible for overall administration and operation of the condominium, including the exterior of the building and all areas not contained within the unit. Please refer to the *Schedule of Maintenance Responsibilities* for more information. Below is a more specific list of the Association vs. Unit Owner responsibilities.

1. Association Responsibilities

Financial Management

- Budget adoption and administration
- Collection of assessments
- Payment of association bills and obligations
- Financial accounting
- Annual audit and tax returns
- Master liability and property insurance coverage

Property and Physical Systems Maintenance

- General housekeeping (common hallways)
- Common area heating & cooling systems
- Corridors, lobbies, recreational facilities (pool) and other common elements
- Grounds, landscape, and driveways
- Snow removal
- Trash removal
- Common equipment
- Access control system
- Roof and building exterior
- Common plumbing and electrical systems
- Maintenance supplies, equipment and tools

General Administration

- Reports and filings
- Personnel administration
- Contract supervision
- Rules adoption and enforcement
- Association policies and standards
- Board and association meetings

Specific maintenance responsibilities are described more fully in Appendix B to this manual.

It is important to remember that the association is the aggregate of all the members of the condominium. As such, it depends on the cooperation and participation of everyone, financially and otherwise, for its success.

2. Exterior Maintenance

The grounds are maintained by the condominium Association. Responsibilities include seeding, fertilizing, mowing, trimming, mulching, pruning and planting.

The Association is also charged with the maintenance of the internal and exterior structure of the building. This work includes roof repairs, exterior masonry repairs and repairs to the sidewalks, pool, fences, lighting, etc.

3. Snow and Ice Services

The Association does not remove snow; it is just moved around. “Snow Movel” would be a better term to describe the inclement weather operations. A contractor has been retained to plow, salt and sand the roads and sidewalks. The contractor will begin plowing snow once there is an accumulation of two (2) inches, making as many trips as needed until the job is done.

Please understand that once the contractor clears the main driving area, he may be required to leave for other commitments and some time may elapse before they return to our community. During periods of heavy snowfall, this may result in a significant accumulation of snow. **Please Be Patient!**

The first priority is to only clear driving lanes. Inevitably, parked cars are going to get “plowed in”. It is an individual’s responsibility to dig out their own parked car. Later, as time and money permit, the Association will make an effort to clear parking spaces and open up the lot after cars have been moved from the property.

With regards to sidewalks, stairs, stoops and landings it is not practical to treat these areas during the storm. However, as soon as possible after the precipitation has stopped, the contractor will begin shoveling and sanding operations. Also remember that during the daylight hours, the sun may melt the ice and snow, only to have it freeze again in the evening. If you witness an area as just described, leave a message with the site office, so that these areas may be treated again.

Rest assured, everything practical will be done to ease the way, but be patient, the entire community cannot be cleared at once.

4. Right of Access

The condominium documents and Maryland Condominium Act provide for the irrevocable right of access of the association to a unit in the following circumstances:

- For the purpose of making repairs to or maintaining the common elements;
- To preserve the safety, health, convenience and enjoyment of the Unit Owners.

The association will make a reasonable effort to give notice to the owner/resident of any unit before entering the unit for repair.

If there is damage to a common element or the individual unit during such access, the Association is responsible for prompt repair.

The entry described above is not considered a trespass.

For the purpose of the above, all owners provide the association or its duly appointed agent with a key to the exterior unit door locks. For more information regarding unit keys and access to units, see the paragraph entitled KEYS in this manual.

If you wish to change the exterior door lock to your unit, please contact the manager in advance and provide an extra key to management.

Management also recommends that the owners provide the manager with a copy of any keys or security codes to security systems. When an alarm goes off in your absence it may be more convenient for you to authorize management to shut the alarm off (after police have responded) rather than driving home to do it yourself.

5. Rules Enforcement

The Board of Directors is responsible, through the Manager and Managing Agent, for the enforcement of the condominium's rules and regulations through due process procedures as outlined in the Maryland Condominium Act. All reports/complaints of rule infractions must be made in writing to the manager, Board of Directors or the managing agent.

6. Architectural Control and Design Review

The condominium Bylaws are specific as to requirements regarding alterations to both the interior and the exterior of the units. We recommend that you review the Bylaws before affecting any major alterations to your unit and before all changes to the common elements.

No changes to the exterior of a unit are allowed without prior written approval of the Board of Directors.

No interior changes are allowed which might affect other units, the common elements or the structural integrity of the building. All other changes, including renovation or changes affecting mechanical, electrical or plumbing components require prior written application to and approval of the Board of Directors.

7. Insurance

The Board of Directors had obtained insurance to protect the Unit Owners Association and to a certain limited extent, the unit owners as individuals, as provided in the Bylaws.

The building, including the units, is covered by fire and property damage insurance. The coverage is “all risk” and in an amount equal to full replacement cost of the building (except for not normally insured), subject to reasonable deductible limits. The coverage does not insure personal property belonging to a unit owner (furniture, decorations, belongings, etc.).

Appliances and fixtures initially installed by the Declarant in accordance with the plans and specifications are covered by the condominium insurance policy, but only if the damage occurs in a disaster.

Basically, the blanket condominium policy covers your unit as described in the original plans and specifications, before any upgrades. The policy does not include contents or “betterments and improvements”. Betterments and improvements mean those items which are fixed in nature such as wall finishes, fixtures, floor coverings, cabinets and appliances which are installed by a unit owner after settlement or as an upgrade from the original plans and specifications for the unit.

To complete your coverage, unit owners should purchase an Individual Property Owners Policy (HO-6). The HO-6 provides coverage for your personal property, personal liability and improvement you may have made to your unit. You are completely free to use any broker you wish. You may want to contact the insurance agent used by the condominium for more information about your insurance. Contents and betterments and improvements coverage is normally written on a depreciated rather than replacement cost basis. Antiques, precious jewelry and fine arts are not standard inclusions of the types of coverage we have been discussing. You may want to discuss those items directly with the insurance broker.

The Association and individual unit owners are insured against liability arising from ownership or use of common elements. This coverage does not insure an individual unit owner against liability arising from an accident or injury occurring within his unit or liability arising from the willful or negligent act or omission of the unit owner in either a unit or upon the common elements.

The Board of Directors also maintains required Worker’s Compensation insurance, fidelity coverage to protect the association’s finances and Directors’ and Officers Liability insurance.

NOTE: IT IS STRONGLY RECOMMENDED THAT ALL RESIDENTS OBTAIN, AT A MINIMUM, STANDARD HO-6 HOMEOWNER’S INSURANCE COVERAGE. OWNERS MAY USE THEIR OWN OR THE ASSOCIATION’S BROKER TO SECURE COVERAGE.

UNIT OWNERS/RESIDENTS SECURING THEIR OWN INSURANCE SHOULD REFER TO ARTICLE XII OF THE BYLAWS TO BE AWARE OF POSSIBLE CONFLICTS BETWEEN THEIR OWN POLICIES AND THE ASSOCIATION'S POLICIES OF CERTAIN PROVISIONS OF THE BYLAWS ARE NOT FOLLOWED.

E. Leasing Your Unit

If at any time you decide to lease your unit, please contact the Manager. Leases must, in accordance with the Bylaws, be filed with the Association by the unit owner on or before the date the tenant moves in. Your lease must include language that 1) identifies the unit as part of the condominium, 2) confirms the lessee has been provided with a copy of the condominium Bylaws and Rules and Regulations, which become part of the lease agreement and 3) explains that any violation of the policies set forth in the Bylaws or Rules and Regulations constitutes non-compliance with the lease and may result in termination of the lease. Unit owners are entitled to lease their units. Pursuant to the Bylaws, units may not be rented for transient, hotel or motel purposes or lease for a term of less than one (1) year.

Unit owners are responsible for the actions of their tenants, whether such actions cause damage to the common elements or the unit, or are a violation of the Bylaws or Rules and Regulations.

The association may require a standard lease form of addendum. Owners must instruct their leasing agent that the staff is not permitted to become involved in the leasing process, to include releasing keys to agents and perspective renters of the unit, receiving or delivering associated paperwork.

F. Selling Your Unit

When the time comes for you to sell your unit, the Maryland Condominium Act requires that a Certificate of Resale be provided to the perspective purchaser after a contract has been entered into. This certificate must be requested in writing. Requests should be sent to:

Resale Administrator
Comsource Management, Inc.
3414 Morningwood Drive
Olney, Maryland 20832
301-924-7355

The Condominium Act provides for a charge for preparing this document, payable to Comsource Management, Inc. This charge may be adjusted in accordance with the statute. Please call the office for the current resale package price.

PART III

LIVING IN YOUR HOME

PART III

LIVING IN YOUR HOME

A. GUIDELINES FOR COMMON AREAS

Visitors and prospective owners form a very positive opinion about Rock Creek Gardens from their observations of the buildings, common areas, and the Management Office. Management and residents both have a responsibility to put their best foot forward at all times. Residents can participate in this effort in the following ways:

B. MOVE-INS AND MOVE-OUTS

The Management Office must be informed of any unit resales or rentals. The following information and policies are in effect regarding move-ins and move-outs:

- An administrative move-in fee of \$50 will be charged whenever a new resident moves into the community.
- No moving is allowed on Saturdays, Sundays or Holidays.
- Moving companies must take with them any crates, boxes, etc. used during the move. These items may not be disposed of at Rock Creek Gardens.
- It is the unit owner's and/or tenant's responsibility to check all building doors after the move is complete to make sure they are closed and locked for security purposes.

C. INFORMATION WE NEED FROM YOU

To properly serve and protect you and your interests, the Association needs to maintain certain information regarding unit owners and lessees. The following information is required from you on the "Resident Information Form" which is included in the Appendix of this manual:

- Your home telephone number, so that we may contact you if for any reason we need access to your unit. Without this information, no services (including the admittance of service persons) can be rendered.
- Your office number, if applicable, so that we may reach you if there is an emergency involving your unit.
- Names and ages of others living in your unit.
- Vehicle identification for each vehicle you intend to park regularly at Rock Creek Gardens.
- A Pet Registration Form. (See pet policy).
- If you lease your unit, a copy of the executed lease agreement.

D. BUILDING ACCESS AND INTERCOM SYSTEM

Rock Creek Gardens is equipped with a building access system that is designed to make access to units easy for residents and their invited guests, but difficult for others. The building and unit doors are equipped with MEDECO locks. The keys for these locks cannot be reproduced without authorization from Management. Each unit has a separate front door key and a unit key. The owner may replace the unit door lock. It is suggested that if an owner replaces a unit door lock, a key be left in the Management Office if entry is required in an emergency. An intercom system allows residents to be buzzed by visitors, who can identify themselves before being allowed to enter the building. But remember, no system is completely fail-safe. Building safety requires the cooperation of everyone.

The basic policy of the building access system is that all doors should be locked at all times. Doors must not be propped open for an extended time period. Always make sure doors are locked after you enter for extra protection.

E. SAFETY AND SECURITY

The safety of the building also requires your cooperation. Here are some items that require your personal attention:

- Always keep the door to your unit locked. No matter how difficult it is to get into the building, intruders can still find a way. Don't make things any easier. Keep your door locked at all times.
- Do not allow anyone to enter any door behind you unless you know him or her. Do not be embarrassed to ask them to use their own key to enter the building. "Piggybacking" is one of the most common methods for intruders to gain access to a building.
- Do not open the building door for anyone unknown to you. Indicate that they should use the intercom system to call the party they are visiting.
- Report any suspicious activity or persons first to the Montgomery County Police and then to the Management Office.

F. KEYS

Management has a master key to open all unit doors, unless the unit owner has opted to change the locks. Management will use this key only with permission or in emergencies (i.e. fire, plumbing leaks, suspected life and death emergencies) or for the purposes described in the section entitled Right of Access in this manual. This master key is kept under strict security, and the site manager must document the situation each time the key is used.

Residents who change their unit door locks can remain on the master key system by purchasing a lock through Builder's Hardware. For more information, contact the Management Office. Residents who do not opt for this might wish to make a duplicate of their unit key to be left permanently in the Management Office for the use of trade personnel, in-unit service, or in case the resident is accidentally locked out of

his/her own unit. Keys left permanently at the Management Office are CONVENIENCE KEYS, and are kept in a locked key box. Residents must complete an Admit Authorization at the Management Office each time they require Management to give access. Please keep in mind that if you have not provided a convenience key to the Management Office and you are locked out of your unit, or your unit must be entered due to an emergency, a locksmith will be called to gain entry to your unit at your expense.

THE MANAGEMENT OFFICE WILL NOT PROVIDE A UNIT KEY TO VISITORS OR WORKERS UNLESS THE REQUIRED WRITTEN AUTHORIZATION HAS BEEN PROVIDED BY THE RESIDENT IN ADVANCE.

The On-site Manager cannot wait in the unit for servicemen to do their work. Admit Authorizations allow us to open the building and unit door for delivery or service personnel. Residents should check the policies of the company prior to signing an Admit Authorization.

If you lose your key, or would like copies made, please contact the Management Office. Building keys can be purchased directly from the Management Office at a cost of \$10 per key. Authorization and information regarding copying unit keys can be obtained in the Management Office.

G. MAIL SERVICE

Mail is delivered by the United States Postal Service directly to the locked mailboxes in the entryway to each building. If you lose your mailbox key, the lock will have to be replaced. The Management Office has a supply of locks that can be purchased for \$15.00.

H. PARKING

The parking lot is for the exclusive use of Rock Creek Garden's unit owners and residents, their visitors and contractors working in their units, and for those having business with the condominium association. There are 242 total parking spaces, one for each of the 227 units plus 15 visitor spaces. There are no assigned spaces. Parking is done on a first come – first serve basis. The Board of Directors established parking policies to curb abuses of the rules in order to safeguard the proper use of the lot and parking spaces, for the benefit of all residents of Rock Creek Gardens. Failure to abide by the rules and regulations could result in vehicles being towed from the parking lot by an independent contractor at the vehicle owner's sole risk and expense, and/or a fine. Parking passes are distributed each year in conjunction with pool passes. For detailed Parking Rules, please refer to Appendix A at the end of this Manual.

I. TRASH DISPOSAL

A company is contracted by the Association to pick up trash Monday through Saturday at designated times. Please be considerate to your community and your neighbors by properly securing trash and only placing it curbside during those designated times. Even occasional disregard for trash rules can lead to rodent infestation and a poor overall appearance of the community. For detailed Trash Rules, please refer to Appendix A at the end of this Manual.

J. SWIMMING POOL

The swimming pool located near the center of Rock Creek Gardens is for the use and enjoyment of Rock Creek Gardens' residents and their guests. Pool passes are distributed each year prior to pool season in conjunction with parking passes. For detailed Swimming Pool Rules, please refer to Appendix A at the end of this Manual.

PART IV

INSIDE YOUR CONDOMINIUM UNIT

PART IV

INSIDE YOUR CONDOMINIUM UNIT

A. PEST CONTROL

Rock Creek Gardens has entered into a contract with an extermination company for regular treatment of the common areas and exterior of the property for rodent and pest control. The contract also provides for the treatment of individual units on a request basis. There is no direct charge to the unit owner for the routine service provided for in the contract.

All requests for treatment should be made to the On-site Management Office. Days of service are the second and fourth Wednesday of each month.

B. PETS

Subject to certain restrictions, pets are permitted at Rock Creek Gardens. However, pets must be registered with the Management Office using the pet Registration Form included in this Manual. Pet owners should also be familiar with the Association rules and policies regarding pets. For detailed Pet Rules, please refer to Appendix A of this Manual.

C. FLOOR & WINDOW COVERINGS

The Association has developed guidelines regarding floor coverings in order to reduce foot noise between units. Window covering guidelines have been developed to ensure a uniform appearance of the property. Please refer to Appendix A of this Manual for detailed Window and Floor Covering Rules.

D. CABLE AND SATELLITE TELEVISION SERVICE

Each building is equipped with Direct TV and Comcast Cable capabilities. Cable or satellite television service is not included in the Condominium fee.

If you wish to arrange for new service, please contact 2001 Satellite Systems (Direct TV) at 301-277-4400 or Comcast Cable (Cable television) at 301-231-3516.

E. ELECTRIC POWER

Each unit has been metered for the electric power used to operate the lights and other electric appliances in your unit. Owners will be billed individually for the consumption of electric power used by the unit.

In each unit there is a circuit breaker box for your unit's power. A circuit directory is affixed to the inside of the panel box door. Circuit breakers are normally fixed in the "ON" position. When overloading occurs and the breaker is in the "TRIPPED" position, first turn the breaker to the "OFF" position. Next determine the cause of the overload and unplug that appliance. Then wait approximately 30 seconds before resetting the breaker to the "ON" position.

In the event of a power failure, emergency lighting for the common areas will automatically turn on. It will provide lighting in the corridors and stairwells. It does not supply power inside any of the individual units. Please make sure that you have a flashlight and/or candles available in the event of a power failure.

If you plan to be away for an extended period of time, good safety and conservation procedures warrant placing some circuit breakers (with the definite exception of the refrigerator) in the "OFF" position. Please check the instruction manuals provided with your appliances for further information.

F. LIGHT FIXTURES

Make certain the correct wattage of bulb is placed in all of the lighting fixtures of your apartment. An overload caused by too much wattage can cause a fire.

G. PLUMBING AND WATER CUTOFF

There is no one valve located inside your unit for cutting of the entire water supply to your unit, unless you have had one installed. Therefore it is important for residents to become familiar with the water cut-off valves for each plumbing fixture and appliance.

These individual cut-off valves are not always located in the same place in all units. Therefore it is not possible to provide a chart of exact locations of valves for everyone. However, generally residents will find the cut off valves for plumbing fixtures and appliances as follows:

<u>Fixture or Appliance</u>	<u>Cut Off Location</u>
Toilets	On the wall behind the toilet
Showers/Tubs	Behind access panel, adjacent closet
Bathroom Sinks	Under the sink
Washing Machine	Behind the washer
Dishwasher	Under the sink
Kitchen Sink	Under the sink
Ice-maker Refrigerators	Under the sink

Please inspect your unit to locate and mark all water cut-off valves before you need them! If you need assistance please ask the On-Site Manager. In the event of a water overflow by any appliance or plumbing fixture, immediately shut off the water supply to that appliance or fixture to prevent further damage.

CAUTION: Disposal of paper trash, sanitary napkins, gum, etc., through the plumbing lines can result in sewer stoppage and costly repairs to your own and/or other units. Low suds detergents should be used in your clothes washing machine. Low suds detergents will not clog the building sewer pipes.

A water shut off schedule has been implemented for your convenience. If you need to schedule renovations or repairs that require the water to be shut off to your unit, please schedule it on a Wednesday between 9:00 a.m. and 4:00 p.m. and notify the Management Office at (301)587-2130 at least three (3) business days in advance. Water will not be shut off unless a request has been received or in the case of an extreme emergency. Special tools and the locations of water shut off valves (manholes, crawl spaces, etc.) require the need to schedule a professional plumber when the need arises.

H. DOMESTIC HOT WATER

Common boilers, located in boiler rooms throughout the property generate the domestic hot water.

I. HEATING/COOLING SYSTEM

All units have an electric heat pump forced air system.

Your system will operate most efficiently if you keep the temperature within the comfort range. Allowing your unit to get too warm or too cool forces the equipment to use more energy to return the temperature to a comfortable range. Therefore, do not over adjust your thermostat when you leave your unit.

Frequent cleaning of filters (at least once every two or three months) is recommended for efficient operations.

J. WINDOWS AND DOORS

As provided in the condominium bylaws, the cleaning of the interior and exterior of windows (including skylights) and unit doors is the responsibility of the unit owner.

The repair and maintenance of the doors and associated hardware to the unit and the doors onto unit patios are the responsibility of the unit owner as well.

Hardware may be changed on unit entry doors at the owner's discretion. If a lock on an entry door is changed, Management highly recommends keeping a working copy of the key in the Management Office for emergency access to your unit.

NOTE: Condominium regulations prohibit unit owners from refinishing, repainting or changing the exterior color of any building surface.

If you decide to replace your windows, please obtain a copy of the window replacement specifications from the Management Office.

K. KITCHEN GARBAGE DISPOSAL

Specific use and care instructions for the garbage disposals are found in the operating booklet provided by the manufacturer. In general, all organic material (such as vegetables and meats) can be put in the disposal. Cans, bottles, glass, paper, grease, plastic, aluminum, leather, cloth, seafood shells, banana peels, corn husks, string and artichoke leaves must not be put in the unit, as they will damage the disposal and clog the drain. **DO NOT PUT ANY LIQUID OR CRYSTAL DRAIN CLEANING AGENT IN THE DISPOSAL.** Such chemicals destroy the rubber gaskets within the unit and cause flooding of the kitchen. Run cold water when disposal is in use.

APPENDIX I

APPENDIX A ROCK CREEK GARDENS RULES AND REGULATIONS

A. PARKING

The parking lot is for the exclusive use of Rock Creek Gardens unit owners and residents, their visitors and contractors working in their units, and for those having business with the condominium association.

There are 242 total parking spaces, one for each of the 227 units plus 15 visitor spaces. There are no assigned spaces-first come, first serve basis.

The Board of Directors established policies for parking lot use to curb abuses of the rules in order to safeguard the proper use of the lot and parking spaces, for the benefit of all residents of Rock Creek Gardens.

Failure to abide by the rules and regulations may result in vehicles being removed from the parking lot by an independent contractor at the vehicle owner's sole risk and expense, and/or a fine.

No vehicle shall be parked in a manner that impedes the parking of another resident's vehicle (e.g., no parking in two spaces).

PARKING PERMITS

Each unit owner is entitled to one (1) resident parking permit. All non-resident unit owners will be required to limit the use of their permits to their tenants, and such permits cannot be used by a non-resident owner. All non-resident unit owners will be required to have their tenant's register their vehicles with the Association in order to be issued a parking permit.

A valid regular permit must be displayed by hanging it on the rear view mirror, or be secured to the windshield so that it is visible from the exterior of the vehicle from the hours of 8:00 PM to 5:00AM seven (7) days per week.

Each unit is entitled to one resident permit for only one vehicle. If that vehicle is a motorcycle a stick-on decal will be issued in lieu of the standard resident permit.

The replacement cost for a lost permit is \$100, regardless of the circumstances that may surround the loss.

Vehicles with resident parking permits are entitled to park in any space on the lot excluding visitor parking spaces.

Parking permits will be issued once a year during a vehicle registration period, in addition to initial registration at time of taking occupancy of a unit.

VISITOR PARKING

Each unit is entitled to one (1) visitor parking permit. Non-resident owners, while entitled to a visitor permit, cannot use the permit for their own vehicles. Non-resident unit owners must require their tenants to register their vehicles with the Association as specified in No. 2 (A) above in order to be issued a visitor permit for use by the guests of the registered tenants.

A valid visitor parking permit must be displayed by hanging it on the rear view mirror, or be otherwise secured to the windshield so that it is visible from the exterior of the vehicle at all times.

Vehicles with a visitor-parking permit are entitled to park in any visitor space at any time except as noted below.

THERE IS NO PARKING IN VISITOR PARKING SPACES ON WEDNESDAY FROM 1:00 PM TO 5:00 PM REGARDLESS OF THE VALIDITY OF A DISPLAYED VALID PERMIT.

Visitor permits will be issued once a year along with residents' parking permits.

Visitor permits are intended for the use of VISITORS to Rock Creek Gardens (not second car parking permits for residents).

RESTRICTED USES

No junk vehicles, trailer, truck, camper, camp truck, house trailer, boat or the like shall be kept upon any of the general common elements. Nothing shall be stored upon any of the common elements to include the parking spaces of Rock Creek Gardens Condominium.

No commercial vehicles, registered as such, bearing company logos, fleet numbers, or other commercial markings shall be parked in any parking space on Association property, including visitor spaces during the restricted times as described in section 2B of this document. This restriction does not include official police vehicles or any service or contractor vehicles on site for the sole purpose of providing maintenance services to the Association or individual units at Rock Creek Gardens.

Vehicle repairs are not permitted.

Vehicles must have current tags and registration.

More than one (1) vehicle is permitted in a space if both vehicles fit within the boundaries of that space (i.e., one (1) motorcycle plus one (1) car, or two (2) cars) in those Association-owned spaces on Washington Avenue ONLY, as long as one of the vehicles displays a valid permit and the arrangement does not cause a traffic hazard.

B. TRASH REMOVAL AND RECYCLING

Trash may be placed curbside between **5:30 a.m. and 9:00 a.m. only, Monday through Saturday.** Notification of holiday schedules affecting trash pickups will be posted by Management on the bulletin boards.

Recycling is mandatory in Montgomery County. Recyclables consisting of glass, newspapers, aluminum and metal cans, and plastics are picked up on Tuesday ONLY. Place newspaper in brown paper bags. Place glass, plastics, and cans in secured clear or blue plastic recycling bags.

Arrangements to have large household items carted away must be made by the individual resident, at the resident's expense.

Pet waste must be deposited only in receptacles marked for that purpose or placed within a closed plastic bag with other regular household trash. Pet waste receptacles are located along walkways behind 2206, 2214, 2242, and 2252 Washington Avenue. Cat litter must not be flushed down the toilet. Trash bags containing pet waste must be double-bagged according to Montgomery County law.

C. SWIMMING POOL

All persons must sign in upon arrival at the pool and must turn in passes to the guard. Passes must be picked up from the guard before leaving.

Children under the age of 7 must be accompanied by an adult (16 years or older) at all times.

All 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.

Except for intentional actions and gross negligence, persons using the pool agree not to hold the Council liable for any action of whatever nature occurring within the pool area. Unit owners will be responsible for the actions of their children and guests and /or their tenants' children and guests.

All persons shall obey the instructions of the lifeguards. No person is permitted to use the pool unless it is officially open and the lifeguards are on duty.

Persons must stay clear of guard stations.

Persons unable to demonstrate to the lifeguards their ability to swim are not permitted in deep water.

Persons entering the pool must be water-safe or under the immediate supervision of a water-safe person in addition to the lifeguard.

All persons must take a cleansing shower before entering the pool.

Persons having colds, coughs, inflamed eyes, infections, open sores, or wearing bandages shall not use the pool.

Only appropriate non-slip footwear will be permitted on the pool deck.

No food or breakable object is permitted in the pool area.

No play equipment, play pens, wheeled vehicles (except wheelchairs or baby strollers), etc., or potentially dangerous objects and materials, are permitted in the pool area.

No pets are permitted in the pool area (except guide animals).

No intoxicants will be allowed in the pool area during regular pool hours. Intoxicated persons will not be allowed in the pool area at any time.

All refuse must be placed in containers provided for this purpose. Owners are urged to assist in keeping the pool area and shower rooms clean.

No running, punching, dunking, rough play or loud or profane language will be permitted in the pool area. Standing or sitting on another's shoulders is not permitted. Kickboards, tubes, balls, and toys may be permitted at the discretion of the lifeguard based on the size and character of the crowd.

Spitting of water and similar unhygienic actions, including, but not limited to the introduction of dirt, excreta, and/or other extraneous matter into the water, are not permitted.

The pool accessories are for the benefit of all and are to be shared equitably.

At the discretion of the lifeguard on duty, a period of 15 minutes may be reserved for adult swimming. During this time children under 16 years of age must clear the pool. Children between 12-16 years of age desiring to swim laps may do so with permission of the lifeguard.

In the event of an emergency the pool area may be cleared at the discretion of the lifeguard.

Accidents occurring in the pool area must be reported to the Pool Manager immediately.

D. PETS

Maintenance, keeping, breeding, boarding, and/or raising of animals of any kind regardless of number is prohibited within any condominium unit or upon any common grounds. The By-laws do permit keeping a dog (1), cat (1), or caged birds as domestic pets provided they are not kept or maintained for commercial purposes or for breeding. Pets residing at Rock Creek Gardens (RCG) Condominium are subject to Montgomery County and Maryland State Animal Control Laws as well as RCG Condominium By-laws, Rules and Regulations. Unit owners are responsible for providing resident tenants with rules and regulations regarding RCG pet policies.

PET REGISTRATION

All pets residing at RCG Condominium shall be registered with the Board of Directors and shall otherwise be registered and inoculated as required by law. Unit owners or occupants must register their pets with the On-site Condominium Management Office within 30 days of occupancy or the obtaining of the pet. A pet registration form can be obtained at the Management Office. The form should be completed by the unit owner or occupant and returned to the Management Office. Management will keep all information pertaining to pets in an up-to-date database file at the On-site Office. If a pet is replaced, this information must be provided to the On-site Management Office by the unit owner or occupant by filling out a new pet registration form within 30 days of obtaining a new pet.

CURBING OF PETS

Animal feces on any part of RCG Condominium common grounds or areas shall be promptly removed and disposed of by the animal's owner. Pets must be restrained from relieving themselves on shrubs and grassy areas in close proximity to buildings and entrance ways. No pets will be permitted on the entire grassy area around the gazebo bounded by the horseshoe shaped parking lot. Signs designating this as a "No Pet" area will be placed. Pet owners in violation will be subject to fines of \$25 for each reported occurrence. Violations should be reported in the form of a written, signed complaint stating the circumstances, pet owner, date, and time of violation and should be turned into the On-Site Office. Prior to the assessment of a fine, a pet owner will be notified in writing of the violation and afforded an opportunity to attend a hearing before the Board of Directors. Levied fines will be applied to the unit owner's condominium fee account. Receptacles for pet waste only are located behind 2206, 2214, 2242, and 2246 Washington Avenue. County regulations state that no animal may be permitted to damage, soil, defile or defecate on property other than the owner's.

LEASHES

Pets are not permitted upon the general common elements unless accompanied by a responsible person and **UNLESS THEY ARE CARRIED OR LEASHED. PET OWNERS ARE NOT PERMITTED TO ALLOW THEIR DOGS TO RUN AT LARGE ON THE RCG CONDOMINIUM COMMON GROUNDS.**

PET LIABILITY

Any unit owner or occupant who keeps or maintains a pet upon any portion of the RCG Condominium shall indemnify and shall hold the Council of Unit Owners, each of the unit owners and the Managing Agent free and harmless from any lawsuit, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such a pet within the condominium.

BARKING AND OTHER NUISANCE BEHAVIOR

Excessive barking or other noise making by an animal which causes a disturbance to others is not permitted. No animal may be permitted to attack, molest or interfere with persons anywhere on the condominium property, chase vehicles or attack other domestic animals. Pet owners who allow their pets to indulge in these or other nuisance activities run the risk of having their pet declared a nuisance, which may cause the pet to be ordered off the premises permanently.

PET COMPLAINTS

The Board of Directors will hear complaints regarding pets residing at RCG Condominium and as stated above, has the right to order pets from the premises of necessary. In addition, the Montgomery County Animal Matters Hearing Board is authorized to hear and abate public pet nuisances and complaints.

E. FLOOR COVERINGS

Each unit owner shall cover 70% of the floor within his condominium unit (exclusive of kitchen floors and bathroom floors) with wall-to-wall carpet or area rugs.

In order to reduce foot noise, carpet and/or rugs must be padded.

Neighbors should attempt to work out any noise issues. If this is not possible, a written complaint to Management or Board of Directors specifying the issue should be made formally.

F. WINDOW COVERINGS

In order to preserve the harmony of the exterior design of the condominium, the Board of Directors shall have the authority to require that all drapery liners shall be of a uniform color and material as selected from time to time, by the Board of Directors. Drapery liners installed within a condominium unit shall be maintained and periodically replaced at the expense of the owner of such condominium unit and not at common expense.

At least 75% of the visible surface area of the window covering, when closed, shall be white or off white, or the covering shall be composed of wood (such as shutters or bamboo shades) in which case the window covering shall be white, off white or a natural wood tone.

The window covering shall consist of any of the following: drapery or curtains, drapery linings (whether attached to the drapery or separately mounted), venetian (horizontal or vertical) blinds, interior shutters, window shades, or different types of wooden fabric blinds, which are commonly known as Roman shades or bamboo blinds.

All window treatments (blinds, curtains, drapes, shades, shutters) facing the exterior of the building must be white, or white, or natural wood tone.

Management will note which units are not in compliance with these rules and notify the residents and/or unit owners in writing. The Board of Directors will be notified of residents not in compliance. Residents will be allowed 60 days from notification to comply with the rules.

APPENDIX II

CHART OF MAINTENANCE RESPONSIBILITIES

This chart and the titles and headings used herein are not intended to describe or encompass all maintenance functions or to delineate all the Council's and Unit Owner's respective responsibilities. The placement of responsibility under specific column does not always reflect ownership or its character and nature. The provisions of the declaration and the Condominium Plats determine ownership.

- Column I: Items – Items appearing in this column are illustrative and not exhaustive.
- Column II: Council Responsibility for Items That are General Common Elements – Responsibility for determining and providing for the maintenance requirements of the general common elements and determining the costs thereof shall belong primarily to the Board of Directors and such designees to which it may delegate certain such responsibilities.
- Column III: Council Responsibility for Items That are Limited Common Elements – Responsibility for determining the maintenance requirements of the Limited Common Elements shall be shared responsibility between the Board of Directors and the Owner if the unit to which a specific Limited Common Element is exclusively appurtenant; provided, however, that the Board shall generally have the final responsibility for determining the need for and accomplishing such maintenance activities.
- Column IV: Council Responsibility for Items That are Unit Components – The items in this column are legally and by definition a part of a unit but are attached or directly connected to or associated with the Common Elements and Common Expense items in such a way that a clear distinction between Unit Owner and Council responsibility cannot be made. Moreover, such items frequently involve matters of concern relative to the general health, safety and welfare of all of the occupants of the building. Thus, certain costs which appear to benefit a single unit owner but which affect other Unit Owners are declared a Common Expense, especially when the correct functioning of an activity or element is integral to or supportive of the defined Common Elements and Common Expenses.
- Column V: Unit Owner's Responsibility for Items Without Respect to Ownership – The items in this column are not intended to be exclusive and all encompassing and do not affect responsibilities otherwise expressly provided for.

ROCK CREEK GARDENS CONDOMINIUM SCHEDULE OF MAINTENANCE RESPONSIBILITIES

I	II	III	IV	V
ITEMS	COUNCIL RESPONSIBILITY FOR ITEMS THAT ARE GENERAL COMMON ELEMENT	COUNCIL RESPONSIBILITY FOR ITEMS THAT ARE LIMITED COMMON ELEMENT	COUNCIL RESPONSIBILITY FOR ITEMS THAT ARE UNIT COMPONENTS	UNIT OWNER'S RESPONSIBILITY FOR ITEMS WITHOUT RESPECT TO OWNERSHIP
Plumbing and related systems and components thereof.	In all regards, for portions of plumbing serving more than one unit, and for water damage to common elements or units, other than water damage which is the result of the negligence of the occupants of a unit.	If any, same as in column II.	Only to the extent that a malfunction or threat of same has originated outside the unit in which the malfunction occurs or may occur.	In all regards, for items serving only the owner's unit, including fixtures and appliances attached thereto, and for water damage to any unit or common elements when the primary source of such problem is the negligence of occupants of the owner's unit.
Electrical and related systems and components thereof.	In all regards, for items serving more than one unit.	If any, same as in column II.	Only to the extent that a malfunction or threat of same has originated outside the unit in which the malfunction occurs or may occur.	In all regards, for items serving only the owner's unit, including unit load centers.
Heating and cooling systems and components thereof.	In all regards, for items serving more than one unit.	If any, same as in column II.	Only to the extent that a malfunction or threat of same has originated outside the unit in which the malfunction occurs or may occur.	In all regards, for items serving only the owner's unit.
Parking lots	In all regards, for all items.	If any, same as in column II.	In all regards, for all items.	

I	II	III	IV	V
ITEMS	COUNCIL RESPONSIBILITY FOR ITEMS THAT ARE GENERAL COMMON ELEMENT	COUNCIL RESPONSIBILITY FOR ITEMS THAT ARE LIMITED COMMON ELEMENT	COUNCIL RESPONSIBILITY FOR ITEMS THAT ARE UNIT COMPONENTS	UNIT OWNER'S RESPONSIBILITY FOR ITEMS WITHOUT RESPECT TO OWNERSHIP
Refuse collection systems.	In all regards, for all items.	If any, same as in column II.		
Grounds including all landscaped and paved areas, and other improvements thereon lying outside the main walls of the building	In all regards, for all items.	If any, same as in column II.		
Building; exterior roof, vertical walls, foundations.	In all regards, for all items, except as otherwise specifically provided herein.	If any, same as in column II.		
Windows and screens	In all regards, for all items, except as otherwise specifically provided herein.	In all regards, for all items, except as otherwise specifically provided herein.	In all regards, for all items, except as otherwise specifically provided herein.	Cleaning of interior and exterior surfaces of all windows in owner's unit; any damage to such windows caused by acts or omissions of unit owners or their guests other than ordinary wear and tear.
Skylights				In all regards for all items, including cleaning of interior and exterior surfaces.
All doors between units and common elements.			Only for ordinary wear and tear	Only for damage or repairs related to acts or omissions of unit owners

				or their guests other than ordinary wear and tear.
I	II	III	IV	V
ITEMS	COUNCIL RESPONSIBILITY FOR ITEMS THAT ARE GENERAL COMMON ELEMENT	COUNCIL RESPONSIBILITY FOR ITEMS THAT ARE LIMITED COMMON ELEMENT	COUNCIL RESPONSIBILITY FOR ITEMS THAT ARE UNIT COMPONENTS	UNIT OWNER'S RESPONSIBILITY FOR ITEMS WITHOUT RESPECT TO OWNERSHIP
Patios and decks				Painting and other maintenance, except as otherwise specifically provided herein. Cleaning and maintaining free of trash and debris, for items appurtenant to owner's unit.
Fireplaces				Cleaning and maintaining fireplace interior including flues and chimneys