

**THE RESERVE AT TOWER OAKS  
HOMOWNERS ASSOCATION, INC.  
POLICY RESOLUTION NO 2022 - 01**

**Amenity Use and Reservation Regulations**

**WHEREAS**, Article III, Section 3(b) of the Master Declaration ("Declaration") of The Reserve at Tower Oaks Homeowners Association, Inc. ("Association") states that all powers residing in the Association shall be delegated to and exercised by the Board of Directors of the Association except for such as are expressly reserved to the Association by the Maryland Homeowners Association Act ("Act"), the Declaration or the Bylaws; and

**WHEREAS**, Article III, Section 3(c)(i) of the Declaration empowers the Board of Directors to enact uniform rules from time to time that govern the use and operation of the Association, as well as the conduct of the owners; and

**WHEREAS**, Article III, Section 3(c)(x) and Article IV, Section 7(a) of the Declaration authorizes the Board of Directors to control the use of all Common Elements; and

**WHEREAS**, Article III, Section 3(c)(vii) of the Declaration provides that the Board of Directors shall have the power to enforce the provisions of the Act, Declaration, Bylaws and Rules; and

**WHEREAS**, the Board of Directors has determined that it is in the best interests for the safety of the membership and protection of the Association's property for the Association to promulgate a resolution that establishes the policies governing the use and reservation of the Common Areas and Amenities which include, but are not limited to, the community center and all the areas within, the sports court, the fitness room, patio, playground and grassy areas, which shall be referred to collectively herein as the "Amenities" and singularly as "Amenity."

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Directors does hereby adopt the following policies concerning the uniform use of the Common Area Amenities. This policy shall replace the "Guidelines for the Use of Recreational Amenities" document, Tab 5a. of the Association Government Documents.

**A. COMMON AREAS and AMENITIES--GENERALLY**

The Amenities are for the use and enjoyment of all residents of Reserve at Tower Oaks with the following restrictions:

1. The Amenities are for the exclusive use of residents. Non-resident owners shall be deemed to have delegated their rights to use the amenities to the actual residents of the Lot. (Non-resident owners shall be defined as a Lot owner who does not reside in their

Lot, by either leasing the unit to another party or maintaining an unfurnished unit).

2. The Amenities must be treated with care and respect to preserve appearance and functionality.
3. All persons using the Amenities do so at their own risk. The Association assumes no responsibility for any accident or injury in connection with such use or for any loss or damage to personal property. To the extent that residents using the Amenities see a condition that may cause an accident or damages, residents must promptly report such condition to the Association's Management.
4. Guests using the Amenities must be accompanied by a resident at all times.
5. Any and all smoking, including the use of e-cigarettes and/or vaping, is prohibited in all of the Association's Common Areas and Amenities.
6. No skateboarding, roller skating, scootering, rollerblading, bicycling, or use of hover boards, etc., is permitted at any time in the Amenities.
7. Radios and audio amplification devices are permitted in the Amenities only if earphones are used unless the Amenities are reserved for events and such use of radios or audio amplification devices are disclosed when the request to reserve the Amenity is submitted and provided that such use does not disturb other residents.
8. With the exception of service and emotional support animals, pets are not allowed inside the Community Center at any time. Service and emotional support animals are not to be bathed or groomed in Amenities' showers or sinks.
9. Notices and/or announcements permitted to be posted on Common Elements unless so permitted by the Board of Directors. The resident should request permission from Management to post said notices at the time that the Amenity is reserved for use. When approved, notices shall be posted during the time frame permitted by the Association, and they must be removed and disposed of appropriately immediately after the event.
10. No one may install any objects or use any decorations on/in the Amenities or other Common Elements that require nails, tacks, scotch tape, or any other substance that causes permanent marking or damage to the Amenities.
11. No one may place a dance floor, risers, audio amplifying devices, smoke machines or any other heavy equipment in the Amenities without the prior approval of the Board of Directors. Structural and/or electrical alterations and any penetrations into the walls, ceilings or floors of the facilities are strictly prohibited.
12. No person may bring acids or any other material that is flammable, toxic, a "hazardous material" as defined by federal or state regulations, or that presents any potential for damage, to the Amenities.

13. No activities which violate any federal, state or local law or ordinance are permitted in the Amenities.
14. All equipment, surfaces, etc., must be cleaned after use, but no abrasives may be used on any surfaces. Residents who reserve Amenities are required to supply the cleaning supplies used to clean up after the event. If equipment, surfaces, etc., are not cleaned after use, the security deposit will be forfeited.
15. All foods in any food storage space must be removed at the conclusion of the event. No food storage is permitted unless otherwise expressly permitted by Management.
16. All windows are to remain closed and locked at all times. Doors and gates must not be propped open, including during private events where residents reserved the space.
17. Amenity furnishings and equipment are to remain in the room and in the location where they were placed originally before the reserved event.
18. All maintenance or repair needs for the Amenities must be reported to the Management immediately.
19. Open flames (with the exception of birthday candles) are prohibited from all Common Areas and Amenities with the exception of the grills and fire pits on the patio. The patio's grill and fire pits may not be used by any persons under the age of 18 years old.
20. No person shall tamper with or otherwise modify the HVAC system and its related equipment in the Amenities.
21. No person shall tamper with the fire detection/prevention/suppression systems, emergency lighting or other safety equipment in the Amenities. Persons who are found or identified to be tampering with previously mentioned equipment will be held responsible for the costs of identification of the unit containing the tampered device as well as the cost of repair and related expenses for restoring the fire detection/prevention/suppression, emergency lighting, and/or other safety equipment in the Common Areas and Amenities.
22. Residents shall obey the City of Rockville Ordinance Chapter 31B regarding Noise Control. The noise control ordinance is applicable to all Common Areas and Amenities. Noise shall be minimal as to not disturb others during Nighttime. Pursuant to Chapter 31B, Nighttime means the hours from 9:00 P.M. to 7:00 A.M. weekdays and 9:00 P.M. to 9:00 A.M. weekends and holidays.
23. People who use the Common Areas and Amenities must comply not only with this resolution, but all other resolutions which relate to use of those areas.

## **B. RESERVATIONS**

1. Reservations cannot be made more than six (6) months in advance and must be made through the Management Office. A Rental Agreement can be obtained from the Management office. The Rental Agreement must be completed by the resident and returned to the Management office with the security deposit and rental fee.
2. Reservations will be accepted in the order in which they are received. In the event that two or more Reservation Applications for the same Amenity are made for the same date and time and are received in the Management Office on the same day resulting in a scheduling conflict, management shall use an established random method to select which application to honor.
3. Reservations will not be held until a Rental Agreement (a sample is attached which may be amended from time to time by the Board of Directors) is completed and both a security deposit and rental fee are received by the Management Office.
4. All security deposits and rental fees are subject to change at the discretion of the Board of Directors; however, the fees in effect at the time that the Rental Agreement was signed by management are the applicable charges.
5. Residents may not charge fees of any sort for admission or entry into the reserved Amenity. No person is permitted to use the Amenities for commercial purposes or political events such as campaign events for political candidates.
6. Reservation Availability:
  - i. Subject to availability, residents may apply to reserve the selected Amenity for their exclusive use by complying with the terms of this policy. Management shall administer all requests for reservations on a "first-come, first served" basis, subject to numbers 2 and 12 of this section.
  - ii. Only one reserved event may be held at any Amenity at any one time.
  - iii. Management shall determine the availability of the Amenity for private use by prioritizing the use of the space in favor of the activities of the Board, Committees, and Association-sponsored events; provided, however, that Management shall not preempt an already existing reservation. Use of the facilities will be based on the following order of priority:
    - a. Regularly scheduled and special meetings of the Association, Board of Directors, Committees, Subcommittees or ad hoc resident groups;
    - b. Regularly scheduled recreational or club meetings;
    - c. Management meetings; and finally,

- d. Private resident gatherings on a "first-come, first-served" basis, subject to numbers 2 and 12 of this section.
  - e. At no time shall a reservation or event go beyond 9:00 P.M.
- iv. Reservations are not permitted for Memorial Day, the 4th of July or Labor Day so that all residents have use of the Amenities on these holidays.
  - v. Management, at its sole discretion, shall have the right to deny a request for a Reservation.
7. As part of the reservation process, residents may be requested to provide proper documentation to prove residency in the Association to Management's satisfaction.
8. The resident reserving the Amenity must be present at the function for which the Amenity is reserved.
9. All guests for the reserved event shall be by invitation only and the event shall not be open to or advertised to the general public.
10. The resident is responsible for the actions of resident's guests at all times while they are at Tower Oaks.
11. Cancellations will be accepted up to five (5) business days before reservation date without a penalty. If cancellation notice received in a timely fashion, the resident will only be entitled to a refund of their security deposit.
12. Residents are permitted to informally gather (without a reservation) in Amenities provided that a reserved event is not already taking place. Gatherings of more than twelve non-resident guests will require a security deposit and fee. Residents must adhere to all of the Amenities Use Regulations, including disposal or debris and clean-up of all equipment, surfaces, etc. Failure to adhere to the Amenities Use Regulations could result in a charge for outside cleaning.
13. Amenities may not be reserved on behalf of non-residents (such as friends, associates or others) who would serve as the de facto host.

### **C. TIME OF USE AND OCCUPANCY**

- 1. The outdoor Common Areas, except the Patio, shall generally be available from dawn to dusk, seven days a week.
- 2. Residents may request exceptions to the times listed above in writing to the Management Office.

5. All residents that reserve any of the Amenities must conform to these limitations and bear complete and total responsibility for compliance with this restriction during the term of any reservation period.

#### **D. COMMUNITY CENTER (COMMONLY REFERED TO AS THE CORE BUILDING)**

1. The Community Center shall be open and available for residents' use from 8:00 A.M. to 9:00 P.M., seven days a week.
2. Residents are responsible for disposing of their own trash. Residents are responsible to adhere to all of the Amenities use regulations, including disposal of debris and clean-up of all equipment, surfaces, etc. Failure to adhere to the Amenities Use Regulations could result in a charge for outside cleaning.
3. Children under the age of 10 must be under the supervision of a responsible adult while inside the Community Center.
4. For the safety of all residents, there shall be no running, fighting, yelling, or horseplay within the Community Center. Residents shall not scream, yell, play loud music or noise, or make any other loud noises while in the Community Center.

#### **E. FITNESS CENTER**

1. The Fitness Center shall generally be available from 5:00 A.M. to 11:00 PM, seven days a week.
2. All persons shall use the Fitness Center at their own risk.
3. Resident children under the age of 12 must be always under the supervision of a responsible adult.
4. All equipment should be used according to the manufacturer's guidelines.
5. Appropriate fitness attire and non-marking athletic shoes must be worn in the fitness center.
6. All weights and equipment must be returned to their designated rack, location or position after use.
7. During times of peak use, exercise equipment usage is limited to 30 minutes per person.
8. Residents are responsible for adequately cleaning equipment after use with sanitized

wipes provided by Management. Failure to adhere to the Amenities Use Regulations could result in a charge for outside cleaning. Improper use of the exercise equipment can cause injury to the user and/or damage to the exercise or other equipment; Residents must utilize and operate all equipment with extreme caution. All equipment is to be turned off after use.

9. Adjusting the thermostat controls in the Fitness Center is strictly prohibited. The temperature of the room will be set in accordance with professional fitness center standards.

10. Radios and similar sound-producing devices may only be used with earphones to avoid disturbing others.

11. Cell phone usage in the gym is prohibited. All cell phone conversations shall be held outside the gym area.

## **F. SPORTS COURT**

1. The Sports Court shall generally be available from dawn to dusk, seven days a week.

2. All persons shall use the Sports Court at their own risk.

3. During peak times, please limit play to 30 minutes to allow other residents to access the Sports Court.

4. No loud music or amplification devices may be used or played in the Basketball Court.

5. Residents are responsible for disposing of their own trash. Residents are responsible to adhere to all of the Amenities use regulations, including disposal of debris and clean-up of all equipment, surfaces, etc. Failure to adhere to the Amenities Use Regulations could result in a charge for outside cleaning.

## **G. PLAYGROUND AND PLAY EQUIPMENT**

1. The Playground shall generally be available from dawn to dusk, seven days a week.

2. All persons shall use the Playground at their own risk.

3. No loud music or amplification devices may be used or played in the Playground.

4. Residents are responsible for disposing of their own trash. Residents are responsible to adhere to all of the Amenities use regulations, including disposal of debris and clean-up of all equipment, surfaces, etc. Failure to adhere to the Amenities Use Regulations could result in a charge for outside cleaning.

5. All equipment should be used according to the manufacturer's guidelines.

## **H. GRILLS AND FIRE PITS**

1. Residents may use the grills and fire pits on a first come-first serve basis.
2. Grills and fire pits may only be used by persons over the age of 18 years.
3. Residents are responsible to clean the grills and patio area when they are done. All debris to be disposed of in the trash room. Residents are responsible to adhere to all of the Amenities use regulations, including disposal of debris and clean-up of all equipment, surfaces, etc. Failure to adhere to the Amenities Use Regulations could result in a charge for outside cleaning.
4. During peak times, the use of the grills is limited to 30 minutes per unit.

## **I. FEES AND DEPOSITS**

Refer to the current fee schedule in the Management Office.

## **J. PATIO**

1. The Patio shall generally be available from 7:00 A.M. through 9:00 P.M., seven days a week. Residents may gather on the Patio outside of these hours so long as noise is minimal as to not disturb others during Nighttime pursuant to the City of Rockville Ordinance Chapter 31B regarding Noise Control.
2. Children under the age of 10 must be under the supervision of a responsible adult while in the Patio.
2. Residents shall not scream, yell, play loud music or noise, or make any other obvious noises while in the Patio.
3. For the safety of residents, no running, skipping, jumping, climbing on furniture, horseplay, or sports shall be played within the Patio.

## **K. ENFORCEMENT**

1. If during an event involving the rental or use of an Amenity, Management determines that any provision of this resolution or any of the Association's governing documents, rules or regulations are being violated, Management or designee reserves the right to instruct the resident to discontinue use of the Amenity or end the event immediately.
2. All owners are responsible for the conduct of themselves, family members, and/or their tenants and guests. If a resident or his/her guest violates this policy or causes damage to any Amenity , the Association shall hold the owner responsible for such conduct and



costs and reserves the right to take appropriate action against the owner, including, but not limited to, assessment of penalties and the assessment of damage costs. Such amounts shall be the owner's personal obligation and shall be a lien against the Lot.

3. The remedies set forth in this Policy shall not constitute an election of remedies. In the event that an owner/resident violates these rules, the Association shall be permitted to take any actions authorized by the Maryland Homeowners Association Act, and the Association's Declaration, Bylaws, and Policy Resolutions. Such actions shall include, but are not limited to, the imposition of monetary sanctions and the suspension of membership rights and privileges.

#### **L. LIABILITY**

1. The Association, its directors, agents, officers, employees or other designees shall assume no responsibility for the personal property of any individual who uses the Amenities.

2. The Association is under no liability to the resident due to any discontinuance of heat, hot water, and air conditioning or for the discontinuance of any other service caused by accident, mechanical failure or other reason during the rental period.

3. The Association is under no liability to the resident if the Association must cancel a reservation made by a resident.

**The Reserve at Tower Oaks**

**RECREATIONAL AMENITY RENTAL APPLICATION AND CONTRACT**

Member Name: \_\_\_\_\_

Member Address: \_\_\_\_\_

Phone No: \_\_\_\_\_ Email: \_\_\_\_\_

Activity Planned: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

No. of Attendees: \_\_\_\_\_ Space or Area Rented: \_\_\_\_\_

Event Date: \_\_\_\_\_ Start Time: \_\_\_\_\_ End Time: \_\_\_\_\_

Resident signature to verify they have read and understand the rules and restrictions:

\_\_\_\_\_

\_\_\_\_\_

Date

**THE RESERVE AT TOWER OAKS HOMEOWNERS ASSOCIATION, INC.**

**RESOLUTION ACTION RECORD**

Resolution Type Policy No. 2022 - 01

Pertaining to: Amenity Use and Reservation

Duly adopted at a meeting of the Board of Directors of The Reserve at Tower Oaks Homeowners Association, Inc. held \_\_\_\_\_

Motion by: \_\_\_\_\_ Seconded by: \_\_\_\_\_

<b>OFFICER</b>	<b>TITLE</b>	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
	President				
	Vice President				
	Secretary/Treasurer				

ATTEST:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Date

Resolution effective: \_\_\_\_\_