

# SPRINGRIDGE AT HOWARDS WOODS

## RULES AND REGULATIONS

### PREFACE

This is a revised and updated copy of the Springridge at Howards Woods' Rules and Regulations Book, containing the "Rules and Regulations" governing the use within the Association and of its facilities by Members, Tenants, their Guests, and others as may be applicable.

These Rules and Regulations were duly considered and officially adopted by the Board of Directors (the "Board") of Springridge at Howards Woods (the "Association"). This edition reflects all changes in the Rules and Regulations up to February 24, 2022 and supersedes all other Rules and Regulations.

All the Rules and Regulations have been formulated with one foremost aim: to establish orderly and reasonable procedures for governing activities, and for maintaining the integrity of the Association while restricting individual freedom as little as possible. It is hoped that the Rules and Regulations will be accepted in a spirit of cooperation and the rule of common sense will prevail in those instances where the interpretation of a Regulation is in doubt, or where a specific Regulation does not exist to cover a particular situation.

Federal, State and county laws and ordinances will take precedence over these Rules and Regulations except in specific areas where the Association is legally entitled to further restrict in the best interests of the Association and its Members.

The application of common sense and reasonableness, together with respect for one's neighbor and his property, are the primary requisites for the Association to be a truly enjoyable place in which to live, work and play.

In addition to these Rules and Regulations, please read and be familiar with the Declaration of Covenants, Conditions, and Restrictions ("CC&Rs"), which empowers the Association with the authority to create and enforce these Regulations. The Bylaws, which cover the organization of the Association, and which have been recorded in the office of the Anne Arundel Circuit Court, are binding upon title to the Owners of all Lots in the Association. All the CC&Rs and Bylaws are incorporated by reference and made part of these Rules and Regulations. In the event of any conflict between the CC&Rs, Bylaws, and these Rules and Regulations, the CC&Rs will first control, and then the Bylaws will control, except with respect to definitions of specific terms.

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**SECTION 1: GENERAL PROVISIONS**

**1-1 Association Assessments, Charges, Fines, and Fees ("Association Charges")**

To use the Association facilities and services as detailed in these Rules and Regulations, a Member must be "a member in good standing". A Member in good standing is a Member that has complied with all the requirements of the Board contained in the CC&Rs, Bylaws, and Rules and Regulations and has paid all Association Charges, if any, owed by the Member.

- A. All Assessments Charges are due by \_1 April of each fiscal year.
- B. All other Association Charges shall be paid within 30 days of issuance.

**SECTION 2: MEMBERSHIPS**

Membership in the Association is designated and verified by copy of the current deed recorded with the State of Maryland, Anne Arundel County, and filed in the Association Office. (See CC&Rs & Bylaws for complete description, rights, and responsibilities of a Member.)

**2-1 Owner of Record**

- A. As provided in the governing documents, only the name(s) on the deed of record is/are recognized as Members and are responsible for the annual assessments and the actions of all persons issued passes or entry under his or her address.
- B. In the case of ownership by financial, investment, religious, not-for-profit organizations, etc., a designee of the institution must be on file.

## **2-2 Tenants / Guests**

- A. If non-owners of record are permitted to reside in a residence or to lease a property, regular Membership privileges will remain in effect for the Owner, including the obligation to pay assessments and the right to vote.
- B. Tenants are subject to all provisions of the Governing Documents of the Association while within the Association with the exception of Membership rights unless formally granted.

## **2-3 Soliciting**

- A. Non-Profit Groups may be granted a permit for a specified period at the discretion of the Board of Directors.
- B. For profit groups, businesses and individuals are prohibited from soliciting within the Association.

## **SECTION 3: VEHICLES & TRAFFIC REGULATIONS**

All motor vehicle statutes and codes of the State of Maryland are hereby made a part of these Regulations and are applicable to all motorized vehicles within the Association, except where the Association further restricts for the safety and interest of its Members.

Pedestrians shall always have the right-of-way.

### **3-1 Parking**

- A. No vehicles, except for emergency vehicles, shall be parked at any time on any common areas (except established parking areas), fire lanes or restricted areas in the Association.
- B. Campers, trailers, RVs, boats, etc. cannot be parked on the roadsides or on any common areas except designated parking areas for such parking and may not be parked overnight within the Association or upon any private lot without prior written authorization from the Association.
- C. Parking on the shoulders of the roadway is permitted unless otherwise indicated provided there is no hazard to road traffic and the two right side wheels are off the roadway. If the vehicle is parked in the roadway it may be considered a safety violation and the vehicle may be towed.
- D. All motor vehicles must be parked in an area designated and intended for parking. Parking within the front or rear yard is not permissible.
- E. Vehicles exceeding 10,000 pounds gross vehicle weight are not permitted to park in amenity parking areas and may not park overnight within the Association or within a lot without prior authorization from the Association.
- F. Except during the hours from 7:00 AM – 5:00 PM Monday through Sunday, vehicles with exterior storage of equipment and/or commercial markings must be parked within a garage, driveway or Member assigned parking space. New home construction areas are an exception.
- G. If a Member/Tenant/Authorized Visitor is unable to move their vehicle from any Association parking area or roadside, they are to take precautionary safety measures and notify the Association office immediately.
- H. Motorized vehicles left unattended on Association property and/or motorized vehicles that constitute a road hazard and/or may impede snow removal may be removed by the Association at vehicle owner's expense.

- I. Any road, shoulder or swale damage caused by vehicles shall be repaired at the expense of the Member responsible.
  
- J. Protective covers on the following items, including but not limited to boats, vehicles, motorcycles, golf carts, etc. that are stored on a private lot must be securely fastened and intact without holes or tears in the fabric. On vehicles, golf carts and motorcycles parked in the driveway on an improved lot, no tarps are allowed, only fitted covers. Vehicles, motorcycles, or golf carts parked in common areas or within guest/visitor parking may not be covered.

### **3-2 Abandoned/Derelict Vehicles**

- A. A derelict vehicle is not permitted on any lot within the Association or on Association property. A derelict vehicle is defined as any motor vehicle, trailer, RV, golf cart, motorcycle, ATV/UTV, machinery, or equipment in view of the general public that has no current license plate/registration issued for its operation on the public roadways by the State and has not received written authorization from the Association Office. A derelict vehicle is also a vehicle of which the engine, wheels, steering, or other essential parts do not function properly so that such motor vehicle is incapable of being operated under its own motor power. If found on Association property, a derelict vehicle may be removed at the owner's expense. If on a private lot within the Association, the Member owner of the lot is subject to the Due Enforcement process.
  
- B. Any unregistered motor vehicle, boat, golf cart, trailer, RV, motor cycle, ATV/UTV, machinery, equipment, etc. left unattended for more than fourteen (14) days within Association parking areas, common areas or along roadways without written authorization from the Association may be considered abandoned and may be towed.

### **3-3 Bicycles**

All bicycle statutes of the State of Maryland and Anne Arundel County are hereby made a part of these Regulations and are applicable to all bicycles within the Association except in specific areas where the Association further restricts for the safety and interest of the Association and its Members.

- A. Bicycles left on Common Areas may be picked up during routine community inspections and must be claimed within 60 days or the Association will dispose of them in compliance with applicable law.

## **SECTION 4: AMENITIES**

### **4-1 Playgrounds/Tot Lots**

- A. All playgrounds and tot lots throughout the Association are open to Members/Tenants in Good Standing and accompanied Guests from thirty (30) minutes prior to sunrise until thirty (30) minutes after sunset.
  
- B. Please be courteous and share the equipment.
  
- C. Children under twelve (12) years of age are to be supervised by someone sixteen (16) years of age or older at all times.
  
- D. Please ensure any pet waste and trash is carried with you or disposed in proper receptacles.
  
- E. Alcoholic beverages and glass containers are prohibited.
  
- F. Smoking and vaping of any kind is prohibited at the community playground
  
- G. The Association reserves the right to adopt additional rules and regulations as deemed necessary.

## **SECTION 5: HOUSEKEEPING**

### **5-1 Burning**

The Rules and Regulations on burning do not apply to controlled or mandated burns conducted by the Association or Governmental Agencies.

- A. All fires must be contained by either a fire ring, pot, or fire pit and may be no larger than feet (4') in diameter.
- B. The height of the fire shall be limited to four feet (4'), after the fire has been allowed to burn down after ignition.
- C. Contents of the fire are to be limited to non-treated wood products (no treated wood or construction material).
- D. Fires must always be attended by a person 16 years and older.
- E. Fire must be at a reasonable and safe recommended distance of at least 25 feet from any structure.
- F. Fire rings and campfires are prohibited on any Common Area unless it is for an Association sanctioned event and monitored by the Association.
- G. Portable fire pits, pots or rings must be stored out of street view when not in use.
- H. Fire must be completely extinguished with water after use.
- I. No Member, Tenant of any Lot shall burn any garbage, trash, yard waste, or similar waste outdoors.

### **5-2 Woodpiles**

- A. Woodpiles may not be placed on common property.
- B. Woodpiles must be neat and orderly and may not be placed in the front yard (street side).

### **5-3 Mowing**

- A. To ensure harmony of external design and location in relation to surrounding structures the area between the sidewalk and the street is to be maintained and landscaped by the HOA. It MAY NOT be altered from grass.
- B. HOA ARC will determine the color of the mulch for the trees or landscaping located next to the street
- C. If a Homeowner prefers to maintain and landscape this area he or she must first apply for a variance from the ARC and must abide by the restrictions imposed by the ARC. Variances are terminated when a homeowner moves out of the home or the HOA may revoke a variance if a homeowner fails to conform to restrictions imposed.
- D. The lawn on all developed lots (lot with a house on it) must be mowed on a regular basis so as not to allow the grass to be higher than six inches (6").
- E. All vacant lots are required to be mowed four (4) times per year, during the growing season unless left in its original, wooded state.
- F. All lots, both developed and vacant, are to be mowed to the roadway.
- G. If there is concrete curbing and/or concrete gutters in front of or on the corner of any developed or vacant lot, the grass must be trimmed around the curbing and/or gutters.
- H. Trimming is required around all trees, mailbox posts, signposts, utility boxes, decorative lot corner markers, decorative rocks, fire and water hydrants and any other structures that are on the lot or in the swale in front of or on the corner of any lot. This applies to all lots, both developed and vacant.

- I. All lots are to be entirely mowed. Rows (strips) of uncut grass are not acceptable.
- J. If a contractor is hired to mow a developed or vacant lot, it is the responsibility of the owner to be sure the contractor is aware of the mowing requirements.
- K. Flowerbeds must be maintained at all times and cannot be bare. They must include an appropriate selection and arrangement of landscaping items to include but are not limited to any variety of shrubs, hedges, flowers, or trees planted in a manner to show the unique design and the style of the individual homeowner. Cacti, weeds and succulents are not considered shrubs. Residents must ensure all flowerbeds are mulched and cleared from weeds/debris at all times

#### **5-4 Easements & Rights-of-Way**

- A. No structures, plantings or other materials shall be placed on or within easements and rights-of-way which might damage or interfere with intended or permitted uses. These areas are dedicated to the Association and/or to public utilities but shall be maintained, repaired, and replaced (when necessary) at the expense of and by the adjacent lot owner. This includes but is not limited to stormwater swales, culverts, drains and sidewalks.
- B. Alterations to the road easement (the area between the edge of the road and the Lot line) without the approval of the Environmental Control Committee is prohibited. This includes, but is not limited to regrading, plantings of any type, addition of culvert extensions or retaining walls around the end of the culvert, driveway extensions, etc.
- C. Any structures placed in/on or alterations made to any easements and rights-of-way not promptly removed or corrected by the lot owner will be removed or corrected by the Association at the lot owner's expense.

#### **5-5 Waste Disposal**

- A. Only the service designated by the Association may be used for waste disposal. This rule does not apply to the large roll-off construction dumpsters.
- B. Waste left out for pickup must be sealed in authorized containers, adequately secured from wildlife and weather conditions. Containers may not be set out before 5:00 p.m. on the day before pickup. Containers must be removed by 6:00 a.m. the day after pickup.
- C. The Association contracts for services for removal of normal household (kitchen/bathroom) waste and special yard waste pickup only. Anne Arundel County currently offers and oversees recycling services. Residents are responsible for disposal of any appliances, furniture, hazardous waste, large bulky items, construction debris, or any other item not accepted by the contracted trash removal service provider.
- D. No person shall dump, deposit, drop, throw, discard or leave any material or litter anywhere within the Association or surrounding private property.
- E. No contractor shall leave or deposit material, dirt, mud, gravel, or any other material upon Association roadways or common areas.

#### **5-6 Snow Removal**

During the winter season, the removal of snow and ice from Association roads and parking lots is an ongoing responsibility of the Association.

- A. Depositing material such as snow, ice, or other foreign material onto the roadway is prohibited. Any person who violates this regulation shall immediately remove such materials or cause it to be removed. Violation of this regulation will be subject to a fine and fees related to the removal of said materials if not done by the person responsible for depositing the material. When plowing a driveway, the snow may not be pushed across the road and dumped on the opposite side.

- B. Members and Tenants are responsible for the removal of snow and ice on any sidewalk abutting his/her private lot within twenty-four (24) hours from the time the precipitation stops.

#### **5-7 Seasonal/ Event Lighting**

All exterior lighting such as, but not limited to event, seasonal, temporary, holiday, all lighting devices, sound devices, or wiring that is not part of the standard permanently affixed residential electrical wiring system shall be allowed to remain in place a maximum of thirty (30) days before and ten (10) days following the event or holiday. An extension may be granted when there are extenuating circumstances.

#### **5-8 Exterior Decorations**

Exterior seasonal decorations such as plastic or inflatable holiday displays, ornaments placed on trees/shrubs or other decorations shall be allowed to remain in place a maximum of thirty (30) days before and ten (10) days following the event. An extension may be granted when there are extenuating circumstances.

#### **5-9 Removal of Graffiti**

- A. A Member will be responsible for the removal of all graffiti from their property; this includes from utility boxes.
- B. When graffiti is discovered, it is to be reported to the Association Office for proper documentation.

#### **5-10 Storing of Personal Property**

- A. The following items are prohibited from being stored anywhere in the yard that is visible: appliances, tires, and automotive parts. This includes the above items stored on open trailers on the property.
- B. Construction material (other than for new house construction) may only remain on an improved lot for thirty days during the construction period.
- C. Swing sets and trampolines may not be used or stored in the front or side yard. Exceptions for side yard placement may be granted for lots without a rear yard.
- D. Tree trimmings and brush may only remain in the backyard until the next yard waste pickup day. This excludes leaves.
- E. Snowplow blades may be left on the driveway from November 1 to March 31. They may not be visible anywhere between April 1 and October 31.
- F. No personal items may be stored on Association property or on the private property of others at anytime without the written authorization of the applicable property owner.

#### **5-11 Signs**

- A. No contractor signs of any type are allowed on the lot for home improvement projects to an existing house.
- B. Real Estates Signs offering the property for sale or rent, may be displayed on a lot, improved or unimproved, within the Association provided:
  - 1. Only one sign (sale or rent) is placed on the lot
  - 2. The sign is placed no closer than eight (8) feet and no further than fifteen (15) feet from the edge of the road, with the exception of townhomes and condominiums which may be as close as five (5) feet, and are only allowed at the road access point to the property.

3. At no time, shall a sign be placed to hang over the sidewalk or within a walking path. At no time shall a sign interfere with line-of-sight safety on any roadway, intersection or driveway entrance/exit.
  4. The sign shall be placed with a raised post approximately three inches by three inches (3"x3"), or a similar approved post no taller than eight (8) feet with an arm length no greater than four (4) feet.
  5. Sign panels shall be no larger than 864 square inches (approximately 2' x 3')
  6. In addition to a for sale or rent sign, a rider may be placed above or below the sign panel provided it is maintained and are no large than 300 square inches.
  7. No Real Estate sign shall remain on any lot for more than one year without written authorization from the Association.
  8. Signs shall be maintained and be replaced or removed by the lot owner or lot owner's representative upon notification/request of the Association.
  9. Open House and directional signs may be placed in accordance with applicable state and county laws.
  10. Any signs left in common areas or roadway easements outside of the applicable time periods will be collected and disposed of by Association.
- C. A political/campaign sign shall mean a sign on behalf of a candidate or slate of candidates for public office or a sign advertising the support or defeat of any question submitted to voters in accordance with applicable laws.
1. Political/campaign signs are permitted to the extent authorized by the Maryland Homeowners Association Act on private lots within the Association.
  2. Political/campaign signs may be displayed thirty (30) days prior to the primary election, general election or vote on a proposition and up to seven (7) days subsequent provided no sign is installed on Association property or as otherwise prohibited by applicable laws.
  3. Political/campaign signs are limited to a maximum size of 24 inches by 36 inches (24"x36") and may never exceed a cumulative display greater than thirty (30) square feet.
- D. One security system display sign may be erected on a private lot provided:
1. It does not exceed 216 square inches.
  2. It is placed no more than five (5) feet from the lot's driveway and no closer than eight (8) feet from the roadway with the exception that it may be installed on the mailbox post.
  3. A small window decal is permissible in addition to the yard sign.
- E. No other signs shall be erected or displayed upon any property within the Association without prior written authorization from the Association.

## **5-12 Temporary Seasonal Items**

- A. Items such as plastic/ inflatable pools, (including popup tents), temporary canopies (including sport/event canopies), any other inflatable items or any other temporary item (not including holiday displays and temporary basketball hoops) may only be placed within the perimeter of the rear yard of lots within the Association for a period not to exceed 120 days unless written authorization is obtained from the Association. Environmental Control Committee (ECC) approval may be required for large or unusual items.

- B. Portable sports equipment (other than basketball hoops) such as but not limited to goals, nets, tees, beams, frames, etc. may not remain in the front of the property overnight, and the playing space for such equipment must be contained within the bounds of the owners private lot. No equipment such equipment shall be placed or utilized within the roadways or left in the common areas.

#### **5-13 Additions, Improvements or Alterations**

Any new construction or exterior alteration (including color changes and landscaping) or addition requires prior approval from the Association. Prior to the start of the project, Owners are required to submit an application with supporting documentation along and pay any applicable fees and bonds. Approval must be obtained BEFORE the start of the project. Application forms are available in the Member Portal and at the Association office. Please refer to the Association Environmental Control Design Standards for detailed guidance.

### **SECTION 6: MISCELLANEOUS REGULATIONS**

#### **6-1 Alcohol/Controlled Substances**

- A. No one under the age of 21 shall possess, consume, or be under the influence of intoxicating beverages within the Association.
- B. No one of any age shall possess, consume, or be under the influence of illegal substances within the Association.

#### **6-2 Common Ground Obstruction Removal**

- A. All landscaping and other objects located in the common areas or easements, even if previously allowed, are subject to removal by the Association.
- B. All removals shall be approved by the General Manager. Removals from easements shall be based on the need for vehicle access, drainage, utilities or other functions for the good of the Association.
- C. All Owners immediately adjacent to obstructions to be removed will be notified one month prior or as far in advance as possible by the Association.
- D. The Association will attempt to not damage the items being moved but shall not be liable for any damages.
- E. Utility companies that have access and easement privileges in Common Areas are obligated to notify the Association prior to removal of obstructions.
- F. Any costs incurred by the Association for moving, removing, or storing will be billed to the Member. Any items removed by the Association not reclaimed within thirty (30) days may be subject to disposal without compensation.

#### **6-3 Health/Safety Endangerment Activities**

- A. No activities that may endanger the health and safety of persons within the Association may be carried out within the Association.
- B. Discharging of any type of fireworks on Association property, unless specifically authorized by the Association Board of Directors, is prohibited. Discharging of fireworks on private property must be in accordance with Maryland State Law.
- C. It shall be unlawful to discharge a rifle, an air rifle, or air or gas gun of any kind, or to discharge with force a pellet of any kind, or to discharge an arrow from a bow (except in designated areas), a slingshot, a shotgun, gun or any fire arm or weapon from which a shot or other object is discharged, within the Association, whether on private property or on Association property unless done so by a law enforcement officer or in conjunction with an Association sponsored and sanctioned managed hunt.

- D. It shall be unlawful to carry within the Association a gun or any of the items described in paragraph c) above, while loaded with shell, cartridge or projectile unless done so by a law enforcement officer or in conjunction with an Association sponsored and sanctioned managed hunt.

#### **6-4 Nuisance/Annoyance Activities & Quiet Hours**

- A. No noxious or offensive activities shall take place at any time within the Association, nor may anything be done on any Lot that is or may become an unreasonable annoyance or nuisance to any Owner of another Lot in the Association. This would include such instances of barking dogs, loud music, loud machinery, excessively noisy parties, excessive yelling or screaming, etc.
- B. Designated general quiet hours are 10:00 p.m. to 7:00 a.m. daily except for Construction Hours listed herein.

#### **6-5 Pets**

In addition to Anne Arundel County laws and regulations, the provisions in the CC&R's and others herein, the following Rules and Regulations apply to pets and animals within the Association.

- A. All dogs, while outside, must wear an appropriate collar with an ID tag that will identify the owner's name, owner's address, phone number and the pet's name. Dogs must have their current rabies vaccination tag affixed to the collar.
- B. Pets, while outdoors on private lots within the Association, must be confined by appropriate means, either by use of leash, lead, invisible pet fencing, approved kennel, or other control devices. Said devices must be in good functioning condition and of the appropriate strength to retain such pet onto its property.
- C. When confining a pet within an electric (underground) or wireless fence, a clearly visible sign must be posted to notify persons on foot that an invisible fence is in place. Approval for the installation of fences is required
- D. When outside of a private lot in common areas, all pets must be under the direct control by means of a leash/tether or must be carried. Electronic leashes are not acceptable. No animal may be leashed to a stationary object on Association property.
- E. Pets are permitted in other common areas thirty (30) minutes prior to sunrise until thirty (30) minutes after sunset.
- F. Owners of pets must remove their pet's feces immediately from Association and private property. No person shall allow pet feces to accumulate in any yard, pen, or premises so that it becomes offensive or a health hazard to the residing pet.
- G. If any pet causes damage to any lawn, grass plot, garden, flower bed, shrub, plant or other landscaping other than the Member's, such pet will be deemed a nuisance and the owner thereof shall be deemed in violation of said ordinance.
- H. Pet owners are responsible for any property damage, injury and disturbances caused by their animals.
- I. No dog shall be permitted to bark, howl or make other loud noises for such an unreasonable time that it disturbs neighbors' rest or peaceful enjoyment of their dwelling unit or of common areas.

**6-6 Vandalism**

- A. Any damage that occurs to Association property as a result of accidental or malicious means shall be immediately reported to the Association. Failure to report such damage may result in a fine issued to the Member/Tenant.
- B. Vandals will be prosecuted to the fullest extent of the law.

**6-7 Wildlife**

No Member (other than authorized personnel) shall feed or set out food for wildlife with the exception of birdfeeders within private lots. Any resident who continues to feed wildlife that is deemed a nuisance can be held liable under a Tort action, by the resident affected by the nuisance.

**6-8 Zero Tolerance – Code of Conduct**

- A. Members, Tenants and guests shall maintain proper decorum at all times when on or using the Common Properties and amenities of the Association and shall refrain from offensive language and behavior. Failure to comply with this requirement shall be a violation of these Rules and Regulations and subject to enforcement action by the Association.
- B. Workplace Violence Prevention: Any threat or act of violence that is sufficiently severe, offensive, or intimidating so as to alter the conditions of employment, or to create a hostile, abusive, or intimidating work environment for one or more Association employees is prohibited.
- C. No one is to interfere with the duties of an Amenity Patrol Officer, Law Enforcement Office or any other employee in the course of his or her duties and/or prevent said from carrying out the aspects of his or her job.

**SECTION 7: RULES AND REGULATIONS AMENDMENTS**

The Rules and Regulations may, from time to time, be amended by a majority vote of the Board of Directors. Prior to adoption of such amendments, said amendments shall be provided to the Association Members by electronic copy for a review and comment period of not less than thirty (30) days. Following the comment period, a final draft will be approved and ratified by a majority vote of the Board of Directors at an open Board meeting. The approved document will be made available to Members within seven (7) days of ratification.