

**Included in this file are current CSHOA Governing documents as of 10/19/2022.**

Amended and Restated Chesapeake Station Declaration of Covenants, Easements, Charges and Liens as recorded November 2, 2020

Articles of Incorporation for Chesapeake Station Homeowners Association, Inc. June 15th, 1982 as recorded September 23, 1982

CSHOA Bylaws as Amended October 19, 2022

Informal Action of the Board which changed Resident Agent and Principal Office Address as recorded March 13, 1989

Policy Resolutions One, Two, Four, Five, and Six as Recorded October 12, 2000

Policy Resolution Seven December 8, 2014 as Recorded January 27, 2015

Policy Resolution Three May 2, 2016 as Recorded May 19, 2016

CHESAPEAKE  
STATION  
OFFICIAL  
HOMEOWNER  
DOCUMENTS

THESE DOCUMENTS TO  
CONVEY WITH THE PROPERTY

**AMENDED AND RESTATED**  
**CHESAPEAKE STATION HOMEOWNERS ASSOCIATION, INC.**  
**DECLARATION OF COVENANTS, EASEMENTS, CHARGES**  
**AND LIENS**

**EXPLANATORY STATEMENT:** On or about June 10<sup>th</sup>, 1982, the original Declaration of Covenants, Easements, Charges And Liens of Chesapeake Station were recorded among the Land Records of Calvert County, Maryland in Liber ABE 286, folios 36 *et seq.* Such original Declaration has previously been amended in accordance with a certain First Amendment Of Declaration Of Covenants, Easements, Charges And Liens recorded on February 5, 1986 among said Land Records at Liber 359, folios 167 *et seq.*, and by a certain Second Amendment To The Declaration Of Covenants, Easements, Charges And Liens recorded on May 13, 1993 among said Land Records at Book 667, pages 076 *et seq.* (all collectively referred to herein below as the "Original Declaration"). Members of the Chesapeake Station Homeowners Association, Inc., as provided in § 11B-116 of the Md. Real Prop. Code Ann., 2015 Repl. Vol, 2019 Supp. and as otherwise required by Section 13(c) of the said Original Declaration, now desire and have voted to amend and restate the Original Declaration as hereinafter provided in this Amended and Restated Chesapeake Station Homeowners Association, Inc. Declaration of Covenants, Easements Charges and Liens.

THIS AMENDED AND RESTATED DECLARATION, has been approved this First day of October, 20 20, by the affirmative vote of Lot Owners in good standing having at least 60% of the votes in the Chesapeake Station development at a meeting duly called and constituted.

NOW THEREFORE the said Original Declaration is hereby amended and restated in entirety by replacing in entirety the Original Declaration as follows:

WHEREAS, the Grantors of the original Declaration were the owners in fee simple of certain land and premises located in Calvert County, State of Maryland, and more particularly described and outlined in the Plats of Chesapeake Station, prepared by J R. McCrone, dated July 20, 1979, and recorded at Plat Book ABE 1, folios 183 and 184 and Plat Book ABE 2, folio 2, and parcels A, B, G as shown on folio 182 of Plat Book ABE 1, among the Land Records of Calvert County, Maryland and by this reference made a part hereof; and

WHEREAS, the Members desire to maintain the Community as a single family residential community, and to insure a uniform plan and scheme of development, to provide for the preservation of the values and amenities in such community and for the maintenance of such open space, common improvements and other facilities, (a) by improvement of such residential lots and open space; (b) by protecting the respective owners of such residential lots and open space against any development or other use of any of the same in any manner which may

depreciate their value; (c) by guarding against the erection upon any of such residential lots and open space of any building or other improvements constructed through the use of improper or unsuitable materials; (d) by enforcing high standards of maintenance and operation of such open space, common improvements and other facilities for the benefit of the owners of such residential lots and of any other residents of such community; and (e) by granting and reserving rights, easements and other privileges; and (f) providing a means for the accumulation and use of funds, to further the aforementioned purposes, all in order to provide adequately for a residential community of the highest quality and character; and to this end, desires to subject the real property described as part of Chesapeake Station in Plat Book ABE 1, folios 182 through 184 inclusive and Plat Book ABE 2, folio 2, as described above herein and incorporated herein, together with all of the respective improvements thereon and all of the respective rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging or in any way appertaining (all of which respective tracts improvements and appurtenances are hereinafter referred to collectively as "Plat", to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and the current and subsequent owners thereof; and

WHEREAS, the Members have deemed it desirable, for the efficient preservation of the values and amenities in said Community, to continue to maintain an association to which has been delegated and assigned the powers and duties of maintaining and administering the open spaces and other community facilities, providing certain maintenance, if any, upon the exteriors of the residential properties located within the Community, adopting, promulgating and enforcing rules regarding the property referred to in the Plat, administering and enforcing the within covenants and restrictions and disbursing the charges and assessments hereinafter created; and

WHEREAS, the CHESAPEAKE STATION HOMEOWNERS ASSOCIATION, INC., a Maryland nonprofit corporation without capital stock, has been chartered for the purposes of carrying out the powers and duties aforesaid.

NOW, THEREFORE, the Members declare and affirm that the real property described in the Plat shall be held, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied and improved, subject to the covenants, restrictions, uses, limitations, obligations, easements, equitable servitudes, charges and liens (hereinafter sometimes referred to as "covenants and restrictions") hereinafter set forth, all of which are declared and agreed to be in aid of a plan to maintain and enhance the property values of said Property, and shall be deemed to run with and bind the land whether referenced or expressly included in any subsequent deed, and shall inure to the benefit of and be enforceable by the Chesapeake Station Homeowners Association, Inc., its successors and assigns through its Board of Directors, and any person acquiring or owning an interest in said property and improvements, including, without limitation, any person, group of persons, corporation, trust or other legal entity, or any combination thereof, who holds such interest solely as security for the performance of an obligation.



**ARTICLE I**  
**DEFINITIONS**

The following words when used in this Amended and Restated Declaration (unless the context otherwise requires) shall have the following meanings:

1.1 "Act" shall mean and refer to the Maryland Homeowners Association Act, Title 11B, Md. Real Prop. Code Ann., 2015 Repl. Vol., 2019 Supp. and as amended from time to time thereafter.

1.2 "Alteration or Alterations" shall mean and refer to any change in color, material, location or size that palpably or perceptively varies or changes the form, shape, elements or specifications of a Structure from its original color, design or plan, or existing condition, in such a manner as to appreciably affect or influence its function, use, or appearance in any way.

1.3 "Assessment" shall mean and refer to the Annual Assessment, Special Assessment, and/or any other duly charged and assessed fee of the Association, including but not limited to, fines, late fee charges, administrative costs of collection, interest, Lot repair costs, attorneys' fees, litigation and court costs incurred for enforcement of this Declaration, or Rules and Regulations of the Association (whether suit is filed or not).

1.4 "Association" shall mean and refer to Chesapeake Station Homeowners Association, Inc., a Maryland nonprofit corporation, its successors and assigns, organized by filing Articles of Incorporation with the State Department of Assessments and Taxation.

1.5 "Architectural Committee" shall mean and refer to the committee appointed by the Board as provided in Article II, § 2.1 of this Declaration.

1.6 "Board or Board of Directors" shall mean and refer to the board of directors of the Association as constituted from time to time.

1.7 "Bylaws" shall mean and refer to the approved bylaws for the Association as amended from time to time.

1.8 "Common Areas" shall mean and refer to those areas of land, intended to be devoted to the common use and enjoyment of the Lot Owners of the Lots, including, but not limited to, real property or other facilities which the Association owns and/or in which the Association acquires a right of use for the benefit of the Association and its Members, including, but not limited to those areas depicted as "OPEN SPACE, all as shown on the Plat (as hereinabove defined), as well as any private storm drains, drainage and utility easements, landscaping and entrance monuments serving the Community, common walkways serving the Community and owned by the Association, and any fencing serving and owned by the Association, saving and excepting, however, so much of the land previously conveyed to a

governmental agency.

1.9 "Community" shall mean and refer to all of the land hereby made subject to the Original Declaration and this Amended and Restated Declaration by an instrument in writing, duly executed and recorded among the Land Records of Calvert County, and any Additional Property (as hereinafter defined) that may hereafter expressly be made subject to this Declaration by an instrument in writing, duly executed and recorded among the said Land Records.

1.10 "Declarant Developer" shall mean and refer to John D. Murray and Robert E. Ford, trading as Chesapeake Beach Park Associates, the original Declarant and Developer of Chesapeake Beach.

1.11 "Declaration" or "Amended and Restated Declaration" shall mean and refer to this Amended and Restated Declaration of Covenants, Easements, Charges And Liens, applicable to the Property and heretofore recorded among the Land Records, and any additions, amendments or modifications thereto.

1.12 "Dedicated Roadway Areas" shall mean and refer to those parking areas for the use of the Lots binding on them being portions of land and the improvements thereto, as shown on the Plat.

1.13 "Design Guidelines" shall mean and refer to architectural design criteria established and promulgated by the Board of Directors from time to time.

1.14 "Governing Document or Governing Documents" shall mean and refer to the Declaration, Bylaws, Rules and Regulations, articles of incorporation of the Association, the Design Guidelines and the administrative policies adopted by the Board of Directors.

1.15 "Lessee" shall mean and refer to any lessee or sublessee of any Lot or portion of any Lot.

1.16 "Lot" and/or "Lots" shall mean and refer to those portions of the Property that are subdivided parcels of land shown and defined as lots or plots of ground (exclusive of the Common Areas) and designated by numerals on the Plat, on which a dwelling exists, or is proposed to be constructed.

1.17 "Member" or "Members" shall mean and refer to a person or entity entitled to membership in the Association, as provided herein.

1.18 "Mortgage" means any mortgage or deed of trust encumbering any Lot or any or all of the Common Areas, and any other security interest existing by virtue of any other form of security instrument or arrangement, provided that such mortgage, deed of trust or other form of security instrument, and an instrument evidencing any such other form of security arrangement,

has been recorded among the Land Records of Calvert County.

1.19 "Mortgagee" shall mean the person secured by a Mortgage, and shall also include the beneficiary or holder of a deed of trust.

1.20 "Owner" or "Lot Owner" shall mean, refer to and include the person, firm, corporation, trustee, or legal entity, or the combination thereof, including contract sellers, holding the fee simple record title to a Lot, as said Lot is now or may from time to time hereafter be created or established, either in his, her, or its own name, as sole owner, joint tenants, tenants in common, tenants by the entireties, or tenants in co-partnership, if the Lot is held in such real property tenancy or partnership relationship. If more than one (1) person, firm, corporation, trustee, or other legal entity, or any combination thereof, hold the record title to any one (1) Lot, whether it is in a real property tenancy, or partnership relationship, or otherwise, all of the same, as a Lot, shall be deemed a single Lot Owner and shall be or become a single Member of the Association by virtue of ownership of such Lot. The term "Owner" or "Lot Owner" shall not, however, refer to or include any contract purchaser, nor the owner of any redeemable ground rent issuing out of any Lot, (but shall instead mean the holder of the leasehold interest that is subject to redemption under Title 8 of the Real Property Article, Annotated Code of Maryland) nor shall it include a Mortgagee.

1.21 "Parking Lot Assessment" shall mean and refer to the additional assessment assessed to and the obligation of those townhouse Lot Owners as shown on Plats III and IV of Chesapeake Station as recorded among the Calvert County Plat Records in Book 1, page 184 and Book 2, page 2 as provided in Article VIII, Section 8.2 of this Declaration.

1.22 "Plat" shall mean, collectively, the plats entitled "CHESAPEAKE STATION", as recorded among the Land Records of Calvert County in Plat Book ABE 1, folios 183 and 184 and Plat Book ABE 2, folio 2, and parcels A, B, G as shown on folio 182 of Plat Book ABE 1; and shall also include any plats recorded among the Land Records in substitution therefor or amendment thereof, plus any plats hereafter recorded among the Land Records of any Additional Property that may hereafter expressly be made subject to this Declaration by an instrument in writing, duly executed, and recorded among the Land Records.

1.23 "Property" shall mean and refer to all of the real property described in the Plat, and any additional land at such time as it is hereafter expressly made subject to this Declaration by an instrument in writing, duly executed and recorded among the Land Records of Calvert County, including but not limited to Lots and Common Area.

1.24 "Rules and Regulations" shall mean and refer to the prescribed written guides and mandates duly adopted and promulgated by the Board of Directors of the Association governing the use and condition of the Property and the conduct and actions, rights and obligations of persons using the Property in any way.

1.25 "Structure" means any thing or device the placement of which upon the Property (or any part thereof) may affect the appearance of the Property (or any part thereof) including, by way of illustration and not limitation, any building, trailer, garage, porch, shed, greenhouse, bathhouse, coop or cage, covered or uncovered patio, clothesline, radio, television or other antenna or "dish", fence, gate, sign, curbing, paving, wall, roadway, walkway, exterior light, landscape, hedge, tree(s), shrubbery, planting, signboard or any temporary or permanent living quarters (including any house trailer), or any other temporary or permanent improvement made to the Property (or any part thereof). "Structure" shall also mean, but not be limited to (i) any impervious surface, gravel or stone, excavation, fill, ditch, diversion, dam or other thing or device which affects or alters the natural flow of surface waters from, through, upon or across the Property (or any part thereof), or which affects or alters the flow of any waters in any natural or artificial stream, wash or drainage channel from, upon or across the Property (or any part thereof), and (ii) any change in the grade of the Property (or any part thereof) of more than six (6) inches from that existing at the time of first ownership by a Lot Owner.

1.26 "Visibility from Neighboring Property" shall mean, with respect to any given object, that such object is or would be visible to a person six feet tall, standing on any part of adjoining or adjacent property at an elevation no greater than the elevation of the base of the object being viewed.

## **ARTICLE II**

### **COVENANTS, CONDITIONS AND RESTRICTIONS**

#### **2.1 ADMINISTRATION; ASSOCIATION AND ARCHITECTURAL COMMITTEE.**

(a) The affairs of the Community shall be governed by Chesapeake Station Homeowners Association, Inc, its successors and assigns, a non-stock corporation organized and existing under the laws of Maryland, which Association Board of Directors shall have the sole authority to interpret the Governing Documents for the Association.

(b) Membership in the Association shall be comprised of and limited to all of those persons (each of whom is herein referred to as a "Member") who, either alone or in combination with one or more other persons, constitutes an Owner.

(c) The Architectural Committee, whose members shall be appointed by, and who shall serve at the pleasure of the Board (the "Architectural Committee"), shall have all the rights, powers and duties granted to it pursuant to this Declaration and as delegated to it by the Board. The Board may, in its sole discretion, perform the duties of the Architectural Committee. Any Architectural Committee appointed by the Board shall be comprised of at least three (3) members and not more than five (5) members. All questions shall be decided by a majority of the members of the Board or its designated Architectural Committee, and such majority shall be necessary and sufficient to act in each instance and on all matters. Each member of the

Architectural Committee, now or hereafter appointed, shall act without compensation for services performed pursuant to this Declaration. The Board, with the advice of any Architectural Committee appointed by it, if any, shall have the right to establish Design Guidelines and Rules and Regulations pertaining to the architectural design criteria and the use and condition of the Lots and the Common Areas, and the conduct of the persons thereon or therein, which Design Guidelines and Rules and Regulations shall be made available to all Members.

## 2.2 ARCHITECTURAL REVIEW.

(a) No Structure shall be constructed on any Lot, nor shall any addition (including awnings and screens), change, or alteration therein or thereto (including any removal of an existing structure, re-treatment by painting or otherwise of any exterior part thereof unless the original color and material are used) (collectively, "Alterations") be made to the exterior of any Structure and/or contour of any Lot, nor shall any work be commenced or performed which may result in a change of the exterior appearance of any Structure until the complete plans and specifications, showing the nature, kind, shape, dimensions, material, floor plans, color scheme, location, proposed topographical changes, the proposed construction schedule, and a designation of the party or parties to perform the work, have been submitted to and approved in writing by the Board or its designated Architectural Committee and until all necessary permits and any other governmental or quasi-governmental approvals have been obtained. The approval by the Board or its designated Architectural Committee of any Structure or Alterations shall in no way be deemed to relieve the Lot Owner of any Lot from his obligation to obtain any and all permits and approvals necessary for such Structure or Alterations, and obtaining any such permit or approval from the governmental authority does not alleviate the requirement that any such Structure or Alteration must be approved by the Board or its designated Architectural Committee prior to construction.

(b) The Board or its designated Architectural Committee shall consider applications for approval of plans and specifications upon the basis of conformity with this Declaration, applicable law and the architectural design guidelines, if any, and shall be guided by the extent to which such proposal will insure quality, conformity and harmony in exterior design and appearance, based upon, among other things, the following factors: the quality of workmanship; nature and durability of materials; harmony of external design with existing surrounding structures; choice of colors; changes in topography, grade elevations and/or drainage; Visibility from Neighboring Property; consideration of water views of the Chesapeake Bay; the ability of the party or parties designated by the Lot Owner to complete the Structure or Alterations proposed in accordance with this Declaration, including, without limiting the foregoing, factors of public health and safety; the effect of the proposed Structure or Alterations on the use, water view, enjoyment and value of other neighboring properties, and/or on the outlook or view from adjacent or neighboring properties; and the suitability of the proposed Structure or Alterations with the general aesthetic appearance of the surrounding area.

(c) The Board or its designated Architectural Committee shall have the right

to refuse to approve any such plans or specifications, including grading and location plans, which are not suitable or desirable in its opinion, for aesthetic or other considerations. Written requests for approval, accompanied by the foregoing described plans and specifications or other specifications and information as may be required by the Board or its designated Architectural Committee from time to time shall be submitted by registered or certified mail or in person. The Board or its designated Architectural Committee shall make reasonable efforts to approve or disapprove any plans within sixty (60) days of receipt thereof; provided, however, that complete detailed plans and specifications properly submitted which have not been approved or rejected within ninety (90) days shall be deemed approved. Notwithstanding the foregoing, there can be no approval of any structure or change that violates the restrictions of this Declaration. All requests and approvals must be in writing. No oral requests will be considered and no oral approvals will be given. Approval of any particular plans and specifications or designs shall not be construed as a waiver of the right of the Board or its designated Architectural Committee to disapprove such plans and specifications, or any elements or features thereof, in the event such plans and specifications are subsequently submitted for use in any other instance. The Board or its designated Architectural Committee shall have the right to charge a reasonable processing fee for such requests, which shall be retained by the Association.

(d) Decisions by the Architectural Committee of requests for approval may be appealed by any party affected by the decision if such appeal is submitted in writing and delivered as noted in the architectural procedures and guidelines adopted and promulgated by the Board from time to time, to the Board or its managing agent within ten (10) days of the date of the decision. Such appeal, if timely made, shall be considered by not less than a majority of the entire Board within forty-five (45) days of receipt thereof.

(e) Construction of Alterations in accordance with plans and specifications approved by the Board or its designated Architectural Committee pursuant to the provisions of this Article II shall be completed within six (6) months of the date of approval of the Alteration(s), or within such longer period as shall be specified in the approval. In the event construction is not commenced within the period aforesaid, then approval of the plans and specifications shall be conclusively deemed to have lapsed and compliance with the provisions of this Article shall again be required. After construction, all Structures and Alterations shall be maintained in good order, condition and repair continuously in strict conformity with the plans and specifications so approved and all applicable laws.

(f) If any Structure is altered, erected, placed or maintained on any Lot other than in accordance with approved plans and specifications therefor and applicable law, such action shall be deemed to be a violation of the provisions of this Declaration and, promptly after the Association sends written notice thereof to the Lot Owner of such Lot at the address of record with the Association, such Structure shall be removed or restored to its condition prior to such action, and such use shall cease, so as to terminate such violation. If within thirty (30) days after having been sent such notice, such Lot Owner has not taken reasonable steps to terminate such violation, any officer, director or authorized agent of the Association may enter upon such Lot

and take such steps as are reasonably necessary to terminate such violation. Entry upon the Lot shall not be deemed a trespass. Such Lot Owner shall be personally liable to the Association for the cost thereof, to the same extent as he is liable for an Assessment levied against such Lot, and, upon the failure of the Lot Owner to pay such cost within ten (10) days after written demand therefor, the Association may collect such costs in the same manner and in accordance with and subject to the provisions of this Declaration applicable to an Assessment.

(g) Any authorized agent of the Association, member of the Board or its designated Architectural Committee, upon the occurrence of a possible violation of the provisions of this Declaration, and after sending written notice thereof to the Lot Owner of the applicable Lot, at any reasonable time, may enter upon and inspect any Lot and the exterior of any Structure thereon to ascertain whether the maintenance, construction or alteration of such Structure or Alteration are in accordance with the provisions hereof. Such entry shall not be deemed a trespass.

(h) Upon completion of construction of any Structure or Alteration in accordance with the provisions hereof and submission by the Owner to the Board or its designated Architectural Committee of a final inspection and acceptance documentation from any required issuing permit authority, the Board or its designated Architectural Committee, upon request of the applicant shall issue a Certificate of Compliance ("Certificate") identifying such Structure and the Lot on which such Structure is placed, and stating that the Structure has been completed pursuant to the terms hereof. The Certificate shall be retained in the records of the Association. Any Certificate issued pursuant hereto shall be *prima facie* evidence of the facts therein stated, and as to any title insurer, such Certificate shall be conclusive evidence that all Structures on the Lot noted in the Certificate comply with the provisions hereof as of the date of issuance.

2.3 **LAND USE.** The Lots, except as hereinafter provided, shall be used exclusively for private residential purposes. None of the Lots shall at any time be used for apartments or other types of multiple housing units; each and every one of the Lots shall be used solely as a single family dwelling and for no other purposes, except such purposes as may be specifically reserved in the succeeding sections of this Declaration. In no event shall any dwelling or Lot be used at any time for any commercial purpose, including but not limited to use for hotel purposes including, but not limited to, usage in conjunction with VFBO, Airbnb, Flipkey, Homestay, Roomorama, Rentalo and other such rental platform companies to use for short term rentals and transient purposes, provided however, that nothing in the foregoing shall preclude no-impact home-based businesses as more fully described below.

2.4 **NO-IMPACT HOME-BASED BUSINESSES.** Notwithstanding anything contained herein to the contrary, pursuant to the Act, "No-impact home-based businesses" are permitted upon the Lots subject to the following requirements:

(a) Owners shall notify the Association before operating a No-impact

home-based business.

(b) No-impact home-based businesses are expressly prohibited in any Common Areas.

(c) Such additional requirements, and/or any Rules and Regulations as may be adopted or amended by the Board as provided in this Declaration, to the extent permitted by applicable law.

The foregoing provisions of this Section are intended to be a restatement of the provisions of § 11B-111.1 of the Act, and any future amendments or modifications thereto shall be deemed incorporated by reference herein as a part hereof.

(b) For purposes hereof, a "No-impact home-based business" means a business that:

(1) Is consistent with the residential character of the dwelling which includes the requirement that either the Owner or the resident operating the no-impact home-based business resides in the dwelling;

(2) Is subordinate to the use of the dwelling for residential purposes and requires no external modifications that detract from the residential appearance of the dwelling;

(3) Uses no equipment or process that creates noise, vibration, glare, fumes, odors, or electrical or electronic interference detectable by neighbors or that causes an increase of common expenses that can be solely and directly attributable to a No-impact home-based business; and

(4) Does not involve use, storage, or disposal of any grouping or classification of materials that the United States Secretary of Transportation or the State of Maryland or any local governing body designated as a hazardous material.

2.5 **FAMILY CHILD CARE HOME.** The operation of a family child care home as such term is defined in § 11B-111.1 of the Act, i.e. one that is required to be registered by the State Department of Human Resources, is **prohibited** upon the Property. No residence shall be used as a family child care home. The prohibition stated herein may be eliminated, and family child care homes may be approved, by a simple majority of the total eligible voters of the Association under voting procedures contained in the Declaration or Bylaws of the Association. Any such elimination of the prohibition shall be recorded among the Calvert County Land Records as an amendment to the Declaration.

If the prohibition is eliminated as set forth hereinabove and in accordance with applicable



Maryland law, then such family child care home provider and Owner shall be subject to the following requirements:

(a) The Owner or family child care provider (as defined in § 11B-111.1 of the Act) operating the Home shall be registered with and have a license issued by the Department of Human Resources, in accordance with the registration and licensing provisions set forth in Title 5, Subtitle 5 of the Family Law Article. The Owner or family child care provider shall furnish a copy of the license to the Association prior to establishing and operating the Home and upon each renewal thereof.

(b) The Owner or family child care provider shall obtain the liability insurance described in §§ 19-106 and 19-202 of the Insurance Article, Annotated Code of Maryland, in at least the minimum amount described in those Sections. The Owner or family child care provider may not operate the Home without the liability insurance described herein, and shall present proof of insurance to the Architectural Committee before establishing and operating the Home and upon any renewal of the policy.

(c) The Owner or family child care provider shall pay, on a pro-rata basis with other Homes then in operation in the Community, any increase in the insurance costs of the Association attributable solely and directly to the operation of the Home, upon presentation of a statement from the Association setting forth the increased costs and requesting payment of same. The increased insurance costs shall be considered an assessment against the Lot, and may be collected under the Maryland Contract Lien Act and in the manner set forth in this Declaration as an assessment.

(d) The Owner or family child care provider shall not use any of the Common Areas for any purpose directly or indirectly relating to the operation of the Home.

2.6 **POOLS AND PONDS.** No pools or ponds are permitted on the Property, including but not limited to above or below ground swimming pools and landscape ponds. The foregoing shall not apply to spas or Jacuzzis which have been approved in advance by the Board or its designated Architectural Committee in its sole and absolute discretion, in accordance with the provisions hereof.

2.7 **TEMPORARY STRUCTURES.** No Structure of a temporary character, trailer, basement, tent, shed, shack, barn, pen, kennel, run, stable, garage, or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently, unless such type of Structures are approved in advance by the Board or its designated Architectural Committee in accordance with the provisions of this Declaration. No such structure exceeding six (6) feet in height is permitted on any Lot. Portable basketball apparatus may be located on a Lot if the Owner of said Lot obtains the prior written approval of the Board or its designated Architectural Committee as provided herein, and further provided that any additional Rules and Regulations duly adopted by the Association are followed and that such apparatus is stored out of view when

not in use and while in use does not disturb the neighbors. Neither portable nor permanent basketball apparatus shall be located in any Common Areas, including but not limited to any streets, sidewalks, parking areas or roadways.

2.8 **LANDSCAPING.** Except for flower and vegetable gardens, hedges and trees, which shall be neatly maintained at all times, all open space upon any Lot shall be maintained in lawn, which shall be kept mowed to height not to exceed four (4) inches. The Association may enter upon any Lot and may trim or prune, at the expense of the Owner thereof, any tree, hedge or other planting whose height or location upon the Lot is, in the sole judgment of the Board, unreasonably detrimental to any adjoining property, or that obscures the view of street traffic, or unreasonably obscures the view of the Chesapeake Bay from other Lots with the Property, or is determined unattractive, provided that such Owner is given not less than fifteen (15) days prior written notice of any such action. Flower and vegetable gardens may not contain plants or vegetables that are diseased, toxic or otherwise harmful to humans or animals.

2.9 **CLOTHESLINES.** No exterior clothes dryer, clothes pole or similar equipment shall be erected, installed or maintained on any Lot, nor shall articles of clothing, bedding, or similar items be hung outside; provided, however, if clotheslines are permitted under applicable Maryland law, the following restrictions shall be applicable:

- (a) Clotheslines may not exceed five feet by five feet (5'x5') or fifteen feet (15') in length;
- (b) Clotheslines shall not be visible from any road, street or parking lot nor shall they be placed in a location which interferes or blocks in any manner emergency or related access to the Units;
- (c) Clotheslines shall not be installed permanently and must be removed on a daily basis; and
- (d) Clothing shall not remain on any clothesline for any longer than twenty-four (24) hours.

2.10 **VIEW.** No Structure, landscaping, tree, shrubbery or any other obstruction shall be placed on any Lot so as to unreasonably block the view of the Chesapeake Bay from any Lot, nor the clear view of traffic on any streets, nor shall any planting be done on any corner Lots closer than twenty (20) feet from either street line that will exceed three (3) feet in height (except shade trees which shall be trimmed so that a clear view of the street may be maintained to the height of eight (8) feet) on these corner Lots. The height of any plant, tree or shrub on a Lot shall not unreasonably obscure views of the Chesapeake Bay from or create a hazard to neighboring properties.

2.11 **FRONT LAWN.** The area within the front of a dwelling, excluding the steps, stoop and walkway, shall be kept only as a lawn for planting of grass, trees, flowers and shrubbery as submitted to and approved by the Board or its designated Architectural Committee, and no other installations shall be permitted, including, without limitation, decorative lawn ornaments, landscaping logs, bricks, stone or the like, lighting fixtures, or underground watering systems, unless approved in writing by the Board or its designated Architectural Committee.

2.12 **NEAT APPEARANCE.** Except for any maintenance and repair which the Association may be obligated to perform hereunder, Owners shall, at all times, maintain their Lots and all appurtenances thereto in good condition, order and repair and in a state of neat appearance, including but not limited to, the painting or other appropriate external care of all Structures on the Lot, and the care, watering, trimming, pruning and maintenance of all lawns, trees, shrubs and other plants on the Lot, all in a manner and with such frequency as is consistent with good property management and maintenance. If, in the opinion of the Board or its designated Architectural Committee, any Lot Owner fails to perform the duties imposed hereunder, the Association, on the affirmative vote of a majority of the Board, after fifteen (15) days written notice sent to such Lot Owner to remedy the condition in question, and upon failure of the Lot Owner to remedy the condition, shall have the right (but not the obligation), through its agents and employees, to enter upon the Lot in question and to repair, maintain, trim, prune, repaint and restore the Lot and the improvements, plantings and/or Structures thereon, and the cost thereof shall be a binding, personal obligation of such Lot Owner, and collectible as an additional Assessment on the Lot. Such entry on the Lot shall not be deemed a trespass.

2.13 **NUISANCES.** No noxious or offensive trade or activity shall be carried on upon any Lot or upon the Common Areas, and no odor shall be permitted to emanate from any Lot, nor shall anything be done or placed thereon which may become an annoyance or nuisance to the neighborhood or any adjoining property owners, including, but not limited to hoarding or anything that would render the Lot unsanitary, unsightly, unreasonably offensive or detrimental, or dangerous to any property, residents or any occupant thereof. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell, amplifier or other sound device, except such properly maintained and operated devices as may be used exclusively for security purposes, shall be located, installed or maintained upon the exterior of any dwelling or upon the exterior of any other Structure constructed upon any Lot. No snowmobiles, go-carts, motorbikes, trail bikes, other loud-engine recreational vehicles or skateboard ramps shall be run or operated upon any Lot, Common Area or upon any roadways, parking areas, sidewalks, boardwalks or decking serving the Property.

2.14 **ANIMALS.** No bees or insects of any kind, exotic or dangerous animals, livestock, ducks, geese or poultry of any kind, including pigeons, shall be raised, bred or kept on any Lot. A reasonable number of dogs, cats or other domestic animals customarily maintained in Maryland households, are permitted if not kept, bred, or maintained on the Lot for any commercial purpose, and provided that they are kept so as to avoid becoming a nuisance to the neighborhood or to any adjoining property owners, and do not roam unattended on the Property.

Household animals shall not include pot-bellied or miniature pigs, horses or other hybrid livestock or farm animals. No animal determined to be dangerous in the sole discretion of the Board shall be permitted to remain upon the Property, and the Board shall have the power to order any such animal to be permanently removed. Animals shall be registered, licensed and inoculated if required by law, and shall be walked on a leash and under the control of a responsible person at all times while on the Common Areas. Owners shall be responsible for the immediate clean-up and removal of their animal's waste, or the waste of an animal owned by a guest or tenant. The Board of Directors reserves the right, from time to time, to publish and impose additional reasonable regulations regarding animals and may set forth the type and number of domestic animals that may be kept on any Lot.

## 2.15 VEHICLES.

(a) As used herein,

(1) "Vehicle" means a Commercial Vehicle, Motor Vehicle, Recreational Vehicle, automobile, Large Truck, other truck or van (in each case, as defined by the Board, and by common usage and practice), trailer, motorcycle, bicycle, mo-ped, or other powered or unpowered vehicle.

(2) "Commercial Vehicle" means any automobile, truck or van used or designed principally for commercial, business or industrial use and as further defined by the Board.

(3) "Inoperable Vehicle" means any Vehicle, which is a junk Vehicle, or is inoperable, or lacks current, valid registration plates, or would not pass applicable state vehicular inspection criteria.

(4) "Large Truck" means all step vans, walk-in vans, box trucks, rack trucks, or any other truck or van exceeding a ten thousand pound gross vehicle weight rating, and any self-propelled farm or construction vehicle, which is more than 24 feet long, or has a capacity exceeding three-quarters ton. The Board shall have the express authority to further define the term and adopt and promulgate rules and regulations regarding the same.

(5) "Motor Vehicle" means a vehicle required by law to be registered with the Maryland Motor Vehicle Administration or another governmental authority or entity, or propelled by a motor.

(6) "Recreational Vehicle" means any (1) boat, boat trailer, camp truck, camp trailer, golf cart, house trailer, personal water craft, snowmobile, recreational bus or similar vehicle, motor home, camper van or all-terrain vehicle, or (2) other powered or unpowered vehicle designed primarily for use for sports or recreational purposes.

(b) No Vehicle shall be parked or stored in the Community other than in accordance with the provisions hereof, and as further provided in Rules and Regulations adopted and promulgated by the Board, provided, however, that any Vehicles parked in the Common Area parking lots must be parked such that the Vehicle is completely within the marked parking space lines. No Vehicles shall be permitted in any Common Area outside the parking lots except for maintenance purposes.

In addition, only regular passenger automobiles, pick-up trucks, vans, and motorcycles in operating condition for the highway may be stored on a driveway located on a Lot or in the Common Area parking lots except as provided in this Section 2.15 (c) and (f).

(c) Anything to the contrary notwithstanding herein, nothing herein shall prohibit the temporary parking of Commercial Vehicles while providing maintenance, repair or installation services on, or making a delivery to or from a Lot.

(d) No automobile or other Vehicle shall be assembled, restored or repaired on the Property, other than for minor repairs such as oil, filter, battery, belt, wiper, light and tire changes, or emergency repairs which cannot reasonably be performed elsewhere, in each case if performed (1) on a Vehicle, including motorcycle, owned by an Owner of, and customarily kept on the Property, (2) using all appropriate environmental safeguards, and (3) in a continuous and timely manner.

(e) No person shall operate a Vehicle, including a motorcycle, in the Community other than in a safe and quiet manner, and with due consideration for the rights of all Owners and occupants, or without holding a valid driver's license.

(f) No all terrain vehicles, off-road motorcycles, "mini-bikes" or other types of off-road motor vehicles of any kind shall be permitted to operate within the Community, including the Common Areas, unless otherwise specifically permitted by applicable law.

2.16 **LIGHTING AND WIRING.** The exterior lighting on Lots shall be directed downward and shall not be directed outward from, or extend beyond, the boundaries of any Lot, except that lighting may extend into Common Area and to the street provided such lighting does not interfere with drivers. All wiring on any Lot shall be underground or if required on a dwelling then at the corners and edges of the dwelling structure and securely fastened.

2.17 **SUBDIVISION.** No Lot shall be divided or subdivided and no portion of any Lot (other than the entire Lot) shall be transferred or conveyed for any purpose; provided, however, this shall not prohibit the granting of any easement or right-of-way to any person for any reasonable purpose.

2.18 **SIGNAGE.** Other than signs deemed necessary and appropriate by the Board to further the purposes of the Association, and excluding any directional signs, signs for traffic

control or safety or "for sale" signs not exceeding 2 feet by 3 feet which are placed in the front yard of a dwelling, no advertising or display signs of any character shall be placed or maintained on any part of the Property, including but not limited to on any dwelling or Structure. In addition to the foregoing, real estate rental or for sale sign and no candidate sign (as such term is defined in § 11B-111.2 of the Act), or a sign that advertises the support or defeat of any proposition, may be displayed in the Common Areas; any permissible candidate sign shall be displayed in accordance with provisions of federal, State and local law; and may only be displayed no more than thirty (30) days before the primary election, general election, or vote on the proposition; and no more than seven (7) days after the primary election, general election or vote on the proposition to which it pertains.

## 2.19 LEASING.

(a) All lease agreements with respect to any Lot or any Structure located thereon shall be in writing, shall be for a term of not less than six (6) months, and shall state therein that the lease agreement shall be subject to this Declaration, the Articles of Incorporation, Bylaws and Rules and Regulations of the Association. No portion of a Lot or Structure located thereon, other than the entire Lot and Structure thereon, may be leased and such Lot may be not be used for transient or hotel purposes. Rental of a Lot to anyone via such rental platforms as Airbnb, Vacation Rentals By Owner (VRBO), FlipKey, HomeAway, Roomorama and any other similar rental platform or company is prohibited unless it complies with the foregoing minimum rental terms as well as all other provisions for leasing of a Lot. Current copies of any lease (and any lease extensions) must be promptly forwarded to the Association. The Board of Directors may require Lot Owners to use a lease addendum prepared by the Board that requires the Lessee to pay to the Association the Lessee's rent if the Association has a statutory or judicial lien of public record against the Lot. A Lot Owner who does not reside on his Lot must provide to the Association his current mailing address and a telephone number where he or his agent can be contacted. Failure to do so will be considered a violation of the Declaration and fines may be imposed in accordance with Section 6.4(h) of this Declaration.

(b) Any time during the lease term, including any extension renewal, or holdover term, if the Lot Owner becomes delinquent in any payment of any amounts due to the Association, the Board of Directors may, at its option, as long as such delinquency continues, demand and receive payment from the Lot Owner's lessee of all such amounts due or becoming due, up to an amount sufficient to pay all sums due from the Lot Owner to the Association, provided the Association has a statutory or judgment lien of public record securing such amounts. Any such payment from the Lessee to the Association shall be deemed a payment of rent under the lease. The Board of Directors may adopt and promulgate a lease addendum to assure compliance with this Declaration, which lease addendum must be fully executed with any lease. The provisions of this Section shall not apply to any institutional mortgagee of any Unit who comes into possession of the Unit by reason of any remedies provided by law, in such mortgage, or as a result of a foreclosure or other judicial sale, or as a result of any proceeding, arrangement, or deed in lieu of foreclosure. The Board of Directors has the power to terminate

such lease or to bring summary proceedings to evict the tenant in the name of the lessor thereunder, in the event of a default by the tenant in the performance of such lease, but is not required to do so.

(c) Not more than twenty one (21) total Lots within the Association may be leased at any given time. Notwithstanding this limitation, upon written request, the Board of Directors in its sole discretion on a case by case basis, may permit leasing of any Lot on a temporary basis for good cause shown for relocation of residency purposes or other extenuating and special circumstances. The Board may allow leasing of a Unit in its sole discretion where record title has been conveyed to personal representatives of a Lot Owner's estate or where record title otherwise conveys upon the death of a Lot Owner.

(d) Lot Owners as of the date of recordation of this Amended and Restated Declaration are not affected by the limitations on percentage of Lots leased as provided herein above. Upon any transfer of ownership after recordation of the Amended and Restated Declaration, the rental cap limitation will apply to the new Lot Owner(s) and will control the percentage of Lots that may be leased as to all Lot Owners taking title after the Amended and Restated Declaration is recorded among the Land Records of Calvert County, Maryland. In the event a Lot is owned by a trust, LLC or corporation, transfer of ownership will be deemed to occur upon the actual transfer of title of the Lot to any new owner or twenty years from the date this Amended and Restated Declaration is recorded among the Land Records of Calvert County, Maryland, whichever first occurs.

**2.20 TRASH AND OTHER MATERIALS.** No lumber, metals, bulk materials, refuse or trash shall be kept, stored or allowed to accumulate on any Lot, except for (a) building materials used during the course of construction of any approved dwelling or other permitted Structure, and (b) firewood, which shall be cut and neatly stored at the rear of the dwelling Structure at least six (6) inches off the ground and twelve (12) inches away from any Structure. No burning of trash shall be permitted on any Lot. If trash or other refuse is to be disposed of by being picked up and carried away on a regular and recurring basis, containers may be placed in the open in accordance with local law or on any day that a pick-up is to be made at such place on the Lot as to provide access to persons making such pick-up. At all other times such containers shall be stored in such a manner so there is no Visibility from Neighboring Property, or from the roadway or Common Areas. Trash shall be disposed of in hard rubber or plastic containers covered with a lid. The Board may in its discretion, adopt and promulgate such other Rules and Regulations relating to the size, shape, color, number, type and manner of storage of any such container.

**2.21 NON-INTERFERENCE WITH UTILITIES.** No Structure, planting or other material shall be placed or permitted to remain upon any Lot which may damage or interfere with any easement for the installation or maintenance of utilities, or which may change, obstruct or retard direction or flow of any drainage channels. No poles and wires for the transmission of

electricity, telephone and the like shall be placed or maintained above the surface of the ground on any Lot.

**2.22 TREE REMOVAL.**

(a) No Lot Owner shall have the right to remove any of the healthy growing trees having a diameter of three inches or more, as measured from a point two feet above the base of the tree at ground level, located on any of the Lots within the subdivision except upon prior written approval of the Board or its designated Architectural Committee. Only the Board or the Association's designated employees or agents shall be permitted to remove any tree from the Common Area.

(b) Notwithstanding anything to the contrary herein, no removal of trees of any size or condition shall occur in violation of applicable Chesapeake Beach Town Ordinances or within the 100 foot Buffer Area adjacent to tidal waters surrounding Chesapeake Station except upon written approval of the Board of Directors or its designated Architectural Committee and with the provision that any removed tree be replaced on an equal basis except where such removal occurred to prevent blockage of water flow, damage to dwellings or other structures, or accelerated erosion of the shore or streambank.

**2.23 DISTRIBUTION OF WRITTEN INFORMATION AND MATERIALS.**

Owners may distribute any written information or materials regarding the operation of, or matters relating to the Association, in any manner or place which the Board uses to distribute written information or materials, excluding, however, door-to-door distribution. The Board may regulate the time of distribution and impose any other restrictions that are permissible under Section 11B-111.3 of the Maryland Homeowners Association Act, as amended from time to time, and any other applicable law.

**2.24 PARTY WALLS.** (a) Every wall depicted on the Plat as being partly in one Lot and partly in an adjacent Lot, or on the Lot line is a party wall, and to the extent not inconsistent with the provisions of this Section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply.

(b) The cost of reasonable repair and maintenance of a party wall shall be shared by the owners who make use of the wall in proportion to such use.

(c) If a party wall is destroyed or damaged by fire or other casualty, any Owner who has use of the wall may restore it, and if the other Owner(s) thereafter make use of the wall, such Owner(s) shall contribute to the cost of restoration thereof in proportion to such use without prejudice to the right of any Owner to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.



(d) Notwithstanding any other provision of this Section, an Owner who by such Owner's negligent or willful act or omission causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

(e) The right of any Owner to contribution from any other Owner under this Section shall be appurtenant to the land and shall pass to such Owner's successors in title.

### **ARTICLE III PROPERTY SUBJECT TO THIS DECLARATION**

3.1 **PROPERTY.** The real property which is, and shall be, transferred, held, sold, conveyed and occupied subject to this Declaration is located in the Association, and is described on the Plat, all of which real property is referred to herein as the "Property".

### **ARTICLE IV MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION**

4.1 **MEMBERSHIP.** Every Lot Owner of a Lot that is subject to assessment shall become and be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot that is subject to assessment.

4.2 **CLASS OF MEMBERSHIP.**

(a) The Association shall have one class of voting membership, i.e. Class A. The Class A Members shall be all Lot Owners holding title to one (1) or more Lots; provided, however, that any Mortgagee or any other person or entity who holds such interest solely as security for performance of an obligation shall not be a Class A Member solely on account of such interest. Each Class A Member shall be entitled to one (1) vote per Lot, for each Lot owned by it, in all proceedings in which action shall be taken by Members of the Association. There shall be no cumulative voting.

(b) If more than one (1) person, firm, corporation, trustee, or other legal entity, or any combination thereof, holds the record title to any Lot, all of the same, as a unit, and not otherwise, shall be deemed a single Member of the Association. The vote of any Member comprised of two (2) or more persons, firms, corporation, trustees, or other legal entities, or any other combination thereof, shall be cast in the manner provided for in the Articles of Incorporation and/or By-Laws of the Association, or as the several constituents may determine, but in no event shall all such constituents cast more than one (1) vote per Lot for each Lot owned by them. In the event the several owners of a Lot are unable to come to agreement on the casting of a vote, such vote shall not be counted, provided this fact is made known to the Association prior to the counting of such vote.

**ARTICLE V**  
**RESERVED RIGHTS AND OBLIGATIONS**

5.1 **UTILITY EASEMENTS.** Easements with respect to sanitary sewer and water, cable, electricity, gas and telephone lines and any other like facilities shall be governed by the following:

(a) The Owner of any Lot, or the Association, shall have the right, to the extent necessary, to enter upon or have a utility company enter upon any portion of the Property in which utility installations lie, in order to repair, replace and generally maintain said installations.

(b) The right granted in Section 5.1(a) above shall be only to the extent necessary to entitle the Owner or the Association full and reasonable use and enjoyment of the utilities and provided further that anyone exercising said right shall be responsible for restoring the surface of the easement area to its prior condition.

(c) A non-exclusive, perpetual, blanket easement over the Property for the installation and maintenance of electric, telephone, cable, water, gas, drainage, utility, sanitary sewer lines and facilities, pressure sewers and grinder pumps, and the like, as reserved by Declarant, its successors and assigns.

(d) A non-exclusive, perpetual, blanket easement over the Lots for the installation, maintenance, repair and replacement of the private storm drains, as reserved by Declarant, together with the right of the Association to grant and transfer the same.

5.2 **EASEMENTS IN FAVOR OF CERTAIN LOT OWNERS.** Easements are hereby expressly reserved for the benefit of Owners whose dwelling unit abuts the Lot line of another Owner's Lot (the term "dominant owner" shall be used to refer to the Owner whose dwelling unit abuts the Lot line of another Owner and the term "servient owner" shall be used to refer to the Owner whose lot line is abutted by the dwelling unit of the dominant owner), as follows:

(a) An easement two (2) feet wide so as to allow the dominant owner's dwelling unit roof to hang two (2) feet over the Lot line of the servient owner.

(b) An easement five (5) feet wide so as to allow the dominant owner to maintain, paint, repair and/or clean his dwelling unit; provided, however, that this five (5) foot wide easement shall exist and be confined to the five (5) feet immediately parallel to the Lot line on which the dominant owner's dwelling unit abuts the servient owner's Lot line.

(c) A perpetual easement to allow the dominant owner's dwelling to protrude over the servient owner's Lot line to the extent that a party wall may deviate from the vertical by reasons of any shifting or misplacement of the building.

**5.3 MISCELLANEOUS EASEMENTS.**

(a) The Association hereby acknowledges the grants by Declarant Developers of record for storm water management, utility companies, etc., including the right to discharge surface water on and to lay, install, construct, and maintain, on, over, under or in those strips across land designated on the Plat, including, but not limited to, those areas designated on the Plat as public or private water, sewer, drainage or utility easements, existing or otherwise designated as an easement area, or on, over, under, or in any portion of any Common Areas, pipes, drains, mains, conduits, lines, and other facilities for water, storm sewer, sanitary sewer, gas, electric, cable, telephone, and other public utilities or quasi-public utilities deemed necessary or advisable to provide adequate service to any Lot now or hereafter laid out or established on the Property, or the area in which the same is located, together with the right and privilege of entering upon the Common Areas for such purposes and making openings and excavations therein, provided that same be corrected and the ground be restored and left in good condition.

(b) Each Owner hereby grants an easement in perpetuity to the Association and its agents over, upon and through each Owner's Lot and any Common Areas, in order for the Association to perform any and all repair and maintenance of Lots which the Association is either required to perform hereunder or elects to perform pursuant to the provisions of this Declaration.

(c) Any and all conveyances made by any Owner shall be conclusively deemed to incorporate these reservations of rights and easements, whether or not set forth in such grants.

(d) The easements described in this Section 5.3 shall run in perpetuity.

**5.4 EASEMENT FOR UPKEEP.** The Association, the managing agent and any other persons authorized by the Board, in the exercise and discharge of their respective powers and responsibilities, are granted the right of access over and through any portion of the Property for purposes of upkeep of the Property, including, without limitation, the right to make inspections, correct any condition originating in a Lot or in the Common Areas threatening another Lot or the Common Areas, correct drainage, perform installations or upkeep of utilities, landscaping, retaining walls, any level spreaders and any piping associated thereof or other improvements located on the Property for which the Association is responsible for upkeep, or correct any condition which violates this Declaration. The agents, contractors, officers and directors of the Association may also enter any portion of the Property (excluding any improvement) in order to utilize or provide for the upkeep of the areas subject to easements granted in this Article to the Association. Each Owner shall be liable to the Association for the cost of all upkeep performed by the Association and rendered necessary by any act, neglect,

carelessness or failure to comply with this Declaration for which such Owner is responsible pursuant to this Declaration, and the costs incurred by the Association shall be assessed against such Owner's Lot in accordance with Article VIII hereof and be collectible in the same manner as an assessment.

5.5 **EASEMENT FOR SUPPORT.** To the extent that any portion of the Property now or hereafter supports or contributes to the support of any other portion of the Property, the former is hereby burdened with an easement for the lateral and subjacent support of the latter.

5.6 **EASEMENT AND EMERGENCY ACCESS.** The Association grants an easement to: (1) all police, fire, ambulance and other rescue personnel over and through all or any portion of the Property for the lawful performance of their functions during emergencies; and the Association, is granted an easement over and through all Lots, if emergency measures are required in any Lot to reduce a hazard thereto or to any other portion of the Property. The Association is hereby authorized but not obligated to take any such measures.

5.7 **EASEMENT FOR USE OF COMMON AREAS.** Each Owner and each person lawfully occupying a Lot, is granted a non-exclusive right and easement of use and enjoyment in common with others of the Common Areas subject to the Restrictions set out in this Declaration and Rules and Regulations duly adopted and promulgated by the Board. Such right and easement of use and enjoyment shall be appurtenant to each Lot, whether or not mentioned in the deed thereto. Any purported conveyance or other transfer of such rights and easements apart from the Lot to which such rights and easements are appurtenant shall be void.

5.8 **VEHICLE AND PEDESTRIAN ACCESS.** The Lot Owner and each person lawfully occupying a Lot is granted a non-exclusive easement over all streets, walks and paths on the Common Areas for the purpose of vehicular or pedestrian access, ingress and egress, as appropriate, to any portion of the Property to which such person has the right to go, subject to the provisions of this Declaration and any Rules and Regulations promulgated by the Association pursuant to this Declaration. Any purported conveyance or other transfer of such rights and easements apart from the Lot to which such right and easement are appurtenant shall be void.

5.9 **LIMITATIONS.** The rights and easements of enjoyment created hereby shall be subject (in addition to any easements granted or reserved in this Declaration or pursuant to the Articles of Incorporation and By-Laws of the Association) to all rights and powers of the Association when exercised in accordance with the other applicable provisions of such documents, including without limitation the Association's right to regulate the use of the Common Areas, to grant easements across the Common Areas, to dedicate portions of the Common Areas and to mortgage the Common Areas subject to the provisions of this Declaration.

## **ARTICLE VI** **COMMON AREAS**

6.1 **GRANT OF COMMON AREAS.** The Association shall retain title to the Common Areas (which are intended to be owned by the Association). The Covenants are imposed upon the Common Areas for the benefit of the Association and the Lot Owners, and their respective personal representatives, successors and assigns.

6.2 **MEMBER'S RIGHT OF ENJOYMENT.** As further provided in Article V above, every Member of the Association shall have a non-exclusive right and easement for the use, benefit and enjoyment, in common with others, in and to the Common Areas and such non-exclusive right and easement shall be appurtenant to and shall pass with the title to every Lot, subject to the restrictions herein set forth. If ingress or egress to any dwelling is through the Common Areas, any conveyance or encumbrance of such area is subject to such Owner's easement. Except as otherwise permitted by the provisions of this Declaration, the Common Areas shall be retained in an open state, and no Structure or improvement of any kind shall be erected, placed or maintained thereon except as provided herein. Landscaping, structures or improvements designed exclusively for community use, shelters, benches, chairs or other seating facilities, fences and walls, walkways, playground equipment, game facilities, drainage and utility structures, grading and plantings, may be erected, placed and maintained thereon for the use, comfort and enjoyment of the Members of the Association, or the establishment, retention or preservation of the natural growth or topography of the area, or for aesthetic reasons. No portion of the Common Areas may be used by any Lot Owner or Owners for personal vegetable gardens, storage facilities or other private uses.

6.3 **MAINTENANCE OBLIGATIONS OF THE ASSOCIATION.** The Association shall improve, develop, supervise, manage, operate, examine, insure, inspect, care for, repair, replace, restore and maintain the Common Areas in safe condition, together with any items of personal property placed or installed thereon and any area dedicated to a public or governmental entity if such entity fails to properly maintain such area, as from time to time improved, all at its own cost and expense, and shall levy against each Member of the Association a proportionate share of the aggregate cost and expense required for the care, maintenance and improvement of the foregoing described areas, which proportionate share shall be determined based on the ratio which the number of Lots owned by the Member bears to the total number of Lots then laid out or established on the Property. The foregoing obligations of the Association shall also include performing, at its own expense, any maintenance of any entrance monuments for the Community, including any such signs located within a public right-of-way or on a Lot.

6.4 **RESTRICTIONS AND FINES.** The right of each Member of the Association to use the Property shall be subject to the following:

(a) any covenant now or hereafter as set forth in this Declaration and, further, shall be subject to any Rule or Regulation now or hereafter adopted by the Board of Directors for the safety, care, maintenance, good order and cleanliness of the Property and the conduct and safety of the residents thereon;

(b) the right of the Association, in accordance with its Articles of Incorporation and Bylaws, to borrow money for the purpose of maintaining and improving the Common Areas in a manner designed to promote the enjoyment and welfare of the Members, and in aid thereof to mortgage any of the Common Areas;

(c) the right of the Association to take such steps as is reasonably necessary to protect the property of the Association against mortgage default and foreclosure;

(d) the right of the Association to suspend the voting rights and the rights to use of the Common Areas, including but not limited to the parking spaces, during any period in which an Assessment is past due and unpaid, and after notice and a opportunity for hearing for any period not to exceed sixty (60) days for any infraction of any of the published Rules and Regulations of the Association or of this Declaration;

(e) the right of the Association to dedicate or transfer all or any part of the Common Areas to any public or municipal agency, authority or utility for purposes consistent with the purpose of this Declaration and subject to such conditions as may be agreed to by the Members; and further subject to the written consent of the County; provided, however, that no dedication, transfer, mortgage or determination as to the purposes or as to the conditions thereof, shall be effective unless at least two-thirds ( $\frac{2}{3}$ ) of the Class A Members of the Association consent to such dedication, transfer, purpose and conditions; and

(f) the right of the Association dedicate or transfer all or any part of the Common Areas to any individual or commercial entity for purposes consistent with the purpose of this Declaration and subject to such conditions as may be agreed to by the Members; and further subject to the written consent of the County; provided, however, that no dedication, transfer, mortgage or determination as to the purposes or as to the conditions thereof, shall be effective unless at least two-thirds ( $\frac{2}{3}$ ) of the Class A Members of the Association consent to such dedication, transfer, purpose and conditions; and

(g) the right of the Association, acting by and through its Board, to grant licenses, rights-of-way and easements for access or for the construction, reconstruction, maintenance and repair of any utility lines or appurtenances, whether public or private, to any municipal agency, public utility, the Declarant or any other person; provided, however, that no such license, right-of-way or easement shall be unreasonably and permanently inconsistent with the rights of the Members to the use and enjoyment of the Common Areas.

(h) the right of the Association, acting by and through its Board, to adopt reasonable Rules and Regulations governing the use of the Property and the conduct of the persons using said Property, and pursuant to the procedures adopted by said Board, and upon a finding, after opportunity for hearing, that the alleged violating Owner and/or tenant did violate or is violating the provisions of the Declaration, Bylaws or duly adopted Rules and Regulations as charged, the Board may levy a reasonable fine of not more than fifty dollars (\$50.00) per day

for each initial or repeated violation up to one thousand dollars (\$1,000.00) per month, for violation of any of the provisions of this Declaration, the Bylaws, or Rules and Regulations of the Association against such Owner and/or his or her tenant. Such fine shall be a continuing lien upon the Lot or Lots belonging to the Owner against whom such fine is levied and shall be enforceable and collectable in the same manner as Assessments due from such Owner. The Board may also require the Owner to post a bond, satisfactory to the Board, to secure said Member's future compliance.

(i) the rights of the Association through its Board and/or agents to regulate parking and use of the streets and parking areas within the Property and to assign parking spaces for temporary use by visitors and/or designated Lot Owners or their tenants, and the Board and/or its agents shall have the express power to tow vehicles from the Property that are parked in violation of this Declaration, the Bylaws and/or Rules and Regulations of the Association at the risk and expense of the owner of the vehicle.

(j) All of the foregoing shall inure to the benefit of and be enforceable by the Association, its successors and assigns, against any Member of the Association, or any other person, violating or attempting to violate any of the same, either by action at law for damages or suit in equity to enjoin a breach or violation, or enforce performance of any term, condition, provision, rule or regulation. Further, the Association shall have the right to abate summarily and remove any such breach or violation by any Owner or upon any Lot at the cost and expense of such Owner and such cost shall become an assessment and shall be collectible in the same manner as assessments under this Declaration.

**6.5 DELEGATION OF RIGHT OF USE.** Any Member of the Association may delegate his rights to the use and enjoyment of the Common Areas to family members who reside permanently with such Member or to his tenants, contract-purchasers, invitees and guests, all subject to such reasonable Rules and Regulations which the Association may adopt and uniformly apply and enforce.

**6.6 RULES AND REGULATIONS.** Each Lot Owner and resident of the Property shall fully and faithfully comply with the Rules and Regulations applicable to use of the Property, as such Rules and Regulations are from time to time adopted by the Board for the architectural standards, safety, care, maintenance, good order and cleanliness of the Property and the conduct of persons thereon. Further, each Lot Owner and tenant shall comply with the covenants imposed by this Declaration on the use and enjoyment of the Property.

## **ARTICLE VII** **ENCROACHMENTS**

If any Structure or any part thereof, as a result of the initial construction and/or settlement and/or shifting of such Structure, encroaches upon an adjoining Lot or Common Area, there shall arise, without the necessity of any further or additional act or instrument, an easement for the

encroachment in favor of the encroaching Owner, its heirs, personal representatives, successors and assigns. Such easement shall remain in effect for so long as the encroachment shall exist. The conveyance or other disposition of a Lot shall be deemed to include and convey, or be subject to, any easements arising under the provisions of this Article without specific or particular reference to such easement.

## **ARTICLE VIII** **ASSESSMENTS**

**8.1 COVENANT FOR ANNUAL ASSESSMENT.** Each Lot Owner, by acceptance of a deed conveying any such Lot to the Lot Owner, whether or not so expressed in such deed or other conveyance, shall be deemed to have covenanted and agreed to pay the Association (a) in advance, an annual assessment (the "Annual Assessment") equal to the Member's proportionate share of the sum required by the Association, as estimated by the Board, for Annual Assessments or charges, (b) Special Assessments and charges, for capital improvements or other expenses ("Special Assessment"), (c) and such other Assessments and charges duly assessed pursuant to this Declaration. Such Annual and Special Assessments and other duly assessed charges to be established and collected as hereinafter provided. The Annual Assessments and Special Assessments and other duly assessed charges shall be a charge and continuing lien upon each of the Lots against which the applicable Assessment is made in accordance with the terms and provisions of the Maryland Contract Lien Act, and this Article VIII shall be construed as a real covenant running with the Land and a contract of a lien under the terms of the said Act. Such assessments or charges, together with interest at a rate of eighteen percent (18%) per annum (unless such rate of interest is not legally allowable in which event the highest rate permitted by law shall be applicable), late charges, administrative costs of collection, post judgment costs of collection and post judgment attorneys' fees, court costs and reasonable attorneys' fees, as further described in Section 8.9 below, shall also be the personal obligation of the Lot Owner holding title to any Lot at the time when the assessment or other charge fell due or was payable. The personal obligation for any delinquent assessment or charge, together with interest, administrative and court costs and reasonable attorneys' fees, however, shall not pass to the Lot Owner's successor or successors in title unless expressly assumed by such successor or successors.

## **8.2 COVENANT FOR PARKING AREA MAINTENANCE AND ASSESSMENT.**

(a) In designing the layouts of Lots in Plats III and IV of Chesapeake Station, parking areas were provided as shown on said Plats recorded among the Calvert County Plat Records in Book 1, page 184 and Book 2, page 2. Said parking areas are owned by the Association and are intended to provide parking for the townhouse lots in Plats III and IV binding thereon. Each Owner of a Lot within Plat III and IV, by acceptance of the deed therefore, whether or not it shall be so expressed in such deed, is deemed to have covenanted and agreed to pay to the Association all Parking Area Assessments or charges as provided for in this Section



8.2, in addition to the Assessments and charges provided for in Section 8.1 above. Such Parking Area Assessments and charges are to be established and collected as provided herein or elsewhere in this Declaration. The Parking Area Assessment, together with interest at a rate of eighteen percent (18%) per annum (unless such rate of interest is not legally allowable in which event the highest rate permitted by law shall be applicable), late charges, administrative costs of collection, post judgment costs of collection and post judgment attorneys' fees, court costs and reasonable attorneys' fees, as further described in Section 8.9 below, shall be a continuing lien on the Lots against which such Parking Lot Assessment is made and shall also be the personal obligation of the Lot Owner holding title to any Lot at the time when the assessment or other charge fell due or was payable. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

(b) The Parking Lot Assessment provided for in this Section 8.2 as levied annually by the Association shall be used exclusively for the purpose of maintenance, repair, improvement, and replacement, of the parking areas hereinbefore described.

(c) The Single Family Lots in the Community, Plat II, shall not be assessed a Parking Lot Assessment.

**8.3 USE OF ASSESSMENTS.** The Annual Assessments and charges levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents of the Association, and in particular for (a) the improvement and maintenance, operation, care, services and facilities related to the use and enjoyment of the Common Areas (except for the Parking Lot areas depicted on Plats III and IV of Chesapeake Station), including fees paid to any management agent employed by the Board to manage the Association; (b) the payment of taxes on the Common Areas (except to the extent that proportionate shares of such public charges and assessments on the Common Areas may be levied against all Lots on the Property by the tax collecting authority so that the same is payable directly by the Lot Owners thereof, in the same manner as real property taxes are assessed or assessable against the Lots); (c) the payment of administrative, professional and legal fees, insurance premiums on the Common Areas, and for other insurance deemed appropriate or necessary by the Board; (d) the costs of repair, replacement and additions to the Common Areas and improvements thereon; (e) the cost of obtaining, planting and thereafter maintaining street trees throughout the Community if required by the County, whether or not such street trees are located in the Common Areas; (f) the costs of utilities and other services which may be provided by the Association for the Community as may be approved from time to time by a majority of the Members of the Association; (g) the cost of labor, equipment, insurance, materials, management and supervision incurred or expended in performing all of the foregoing; and (h) the cost of funding all reserves established by the Association, including a general operating excess and a reserve for replacements including reserves for any private retaining walls, private drainage and utility areas, and any maintenance to stormwater management areas. The Parking Lot Assessment shall be used to maintain, repair, improve and replace the Parking Lot areas shown on Plats III and IV of Chesapeake Station.

**8.4 MAXIMUM ANNUAL ASSESSMENT.**

(a) The maximum Annual Assessment shall be Eight Hundred Fifty Eight Dollars (\$858.00) for each Lot in Chesapeake Station with an additional maximum Annual Parking Lot Assessment of Two Hundred Twenty Dollars (\$220.00) for each townhouse Lot, payable annually, subject, however, to Section 8.7 (b) through (d).

(b) The maximum Annual Assessment may be increased each year by not more than twenty percent (20%) of the maximum Annual Assessment as assessed in previous years by the Board of Directors without a vote of the membership of the Association.

(c) The maximum Annual Assessment may be increased more than twenty percent (20%) of the maximum Annual Assessment as assessed in previous years only by a vote of not less than two-thirds (2/3) of the Members present in person or by proxy, at a duly constituted meeting called for such purpose.

(d) Any expenditure made, other than those made because of conditions which, if not corrected, could reasonably result in a threat to the health or safety of the Owners or a significant risk of damage to the Community, that would result in an increase in the Annual Assessments for the current fiscal year of the Association in excess of fifteen percent (15%) of the total budgeted amount previously adopted, shall be approved by an amendment to the Budget adopted at a special meeting of the Board, upon not less than ten (10) days written notice to the Lot Owners.

**8.5 SPECIAL ASSESSMENTS.** In addition to the Annual Assessments authorized above, the Association may levy in any assessment year, a Special Assessment, applicable for that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement located on the Common Areas, including fixtures and personal property related thereto, and/or to meet any other deficit of the Association or any emergency or unforeseen expenses of the Association; provided that such Assessment shall first be approved by not less than two-thirds (2/3) of the votes of the Members present and voting in person or by proxy at a meeting duly called for such purpose.

**8.6 COMMENCEMENT DATE OF ANNUAL ASSESSMENTS.**

(a) The Annual Assessments as to any Lot shall commence on the date that the Lot is conveyed.

(b) The Annual Assessment as to each Lot shall be paid annually subject, however, to the provisions of Section 8.7 hereof.

(c) The due date of any Special Assessment under Section 8.5 hereof shall be fixed by the Board in the resolution authorizing such Special Assessment.

**8.7 DUTIES OF THE BOARD.**

(a) The Board shall annually determine the amount of the Annual Assessment, but may do so at more frequent intervals should circumstances so require. Upon a resolution of the Board, installments of Annual Assessments may be levied and collected on either an annual, semi-annual, quarterly or monthly basis. Any Member may elect to prepay one or more installments of any Annual Assessment levied by the Association, without premium or penalty.

(b) The Board shall prepare a pro-forma operating statement ("Budget"), for each fiscal year, which Budget shall be submitted to each Owner not less than thirty (30) days prior to its adoption at an open meeting of the Board. A copy of the Budget and notice of such Board meeting to adopt the Budget may be sent to each Owner by electronic transmission, by posting on the Association's home page, by inclusion in the Association's newsletter delivered to all Owners, by personal delivery, or by first class United States mail, postage prepaid, to the most recent address furnished by such Owner in writing to the Association. In addition to any information required to be included in the Budget in accordance with the Maryland Homeowners Association Act, the Budget shall contain the amount of the Annual Assessment for each Lot.

(c) The Board shall also, at the time of distribution of the proposed Budget, prepare a roster of the Lots and the Annual Assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner upon reasonable notice to the Board. The omission by the Board, before the expiration of any assessment period, to fix the amount of the Annual Assessment hereunder for that or the next period, shall not be deemed a waiver or modification in any respect of the provisions of this Article VIII or a release of any Owner from the obligation to pay the Annual Assessment, or any installment thereof, for that or any subsequent assessment period; but the Annual Assessment fixed for the preceding period shall continue until a new Assessment is fixed. No Owner may be exempt from liability for assessments or related charges by abandonment of any Lot owned by such Member or by the abandonment of such Member's right to the use and enjoyment of the Common Areas.

(d) The Association shall, upon demand at any time, furnish to any Lot Owner liable for assessments a certificate in writing signed by an officer of the Association setting forth whether said assessments have been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated as having been paid. A reasonable charge may be levied in advance by the Association for each certificate so delivered.

**8.8 ADDITIONAL ASSESSMENTS.** Additional assessments may be fixed against any Lot only as provided for in this Declaration. Any such assessments shall be due as provided by the Board of Directors.

**8.9 NONPAYMENT OF ASSESSMENT.**

(a) Any assessment, or portion thereof, not paid within thirty (30) days after the due date thereof shall be delinquent and shall bear interest from the due date at the rate of eighteen percent (18%) per annum (unless such rate of interest is not legally allowable in which event the highest rate permitted by law shall be applicable), shall be subject to a late charge of Fifteen Dollars (\$15.00) or ten percent (10%) of the assessment, or portion thereof, whichever is greater, and shall be subject to any administrative collection costs, court costs, other litigation costs and reasonable attorneys' fees for the collection thereof and of any and all outstanding assessments and charges whether a lawsuit is filed or not. Further, the Association shall have the right to declare the entire balance of the Annual Assessment, late fees and accrued interest thereon to be immediately due and payable. The Association may bring an action at law against the Lot Owner personally obligated to pay the same, and/or without waiving any other right, at equity impose and to foreclose the lien against the Lot in the same manner and subject to the same requirements as are specified by the law of Maryland for the foreclosure of mortgages or deeds of trust containing a power of sale or an assent to a decree, and there shall be added to the amount of such assessment the reasonable costs of preparing and filing the complaint of such action, and in the event that judgment is obtained, such judgment shall include interest on the assessment as above provided, late fees and reasonable attorneys' fees and of any and all outstanding assessments and charges, to be fixed by the court together with the cost of the action. No Lot Owner may waive or otherwise escape liability for the assessments or other charges provided for herein by non-use of the Common Areas or abandonment of such Lot Owner's Lot.

(b) In the event an Owner is leasing his or her dwelling unit in the Association, at any time during the Lease term, including any extension renewal, or holdover term, the Owner becomes delinquent in any payment of any amounts due to Association, the Board, at its option, may as long as such delinquency continues, may demand and receive payment from the tenant as provided in Section 2.19(b) of this Declaration.

(c) The Board may post a list of Members who are delinquent in the payment of any assessment, charge or other fees which may be due the Association, and who have a lien or judgment entered against them, in any prominent location on the Property, or in the Association's newsletter or its website.

**8.10 SUBORDINATION OF LIEN TO MORTGAGE.** Except as provided in the Maryland Homeowners Association Act, the lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage(s) or deed(s) of trust now or hereafter placed upon the Lot. Such sale or transfer shall not relieve such Lot from liability for any assessments thereafter becoming due, nor from the lien of any such future assessment.

**8.11 ENFORCEMENT OF LIEN.** The Association may establish and enforce the lien for any assessment, Annual, Special, or otherwise, and including but not limited to fines, pursuant to the provisions of the Maryland Contract Lien Act. The lien is imposed upon the Lot against which such assessment is made. The lien may be established and enforced for damages,

interest, costs of collection, late charges permitted by law, and reasonable attorneys' fees provided for herein or awarded by a court for breach of any of the covenants herein.

8.12 **EXEMPT PROPERTY.** The Common Areas and all Lots owned by the Association shall be exempt from the assessments created herein; provided, however, any Lot used for residential purposes shall be subject to assessment. .

8.13 **RESERVES FOR REPLACEMENTS.**

(a) The Association shall establish and maintain a reserve fund for repairs and replacements of the Common Areas and for the Parking Lot area shown on Plats III and IV of Chesapeake Station by the allocation and payment annually to such reserve funds of an amount to be designated from time to time by the Board. Such funds shall be conclusively deemed to be a common expense of the Association and may be deposited with any banking institution, the accounts of which are insured by an agency of the United States of America or may, in the discretion of the Board, be invested in obligations of, or fully guaranteed as to principal by, the United States of America.

(b) The Association may establish such other reserves for such other purposes as the Board may from time to time consider necessary or appropriate. The proportional interest of any Member of the Association in any such reserves shall be considered an appurtenance of such Lot Owner's Lot and shall not be separated from the Lot to which it appertains and shall be deemed to be transferred with such Lot.

**ARTICLE IX**  
**INSURANCE AND CASUALTY LOSSES**

9.1 **TYPES OF INSURANCE MAINTAINED BY ASSOCIATION.** The Board shall have the authority to and shall obtain the following types of insurance:

(a) insurance on all insurable improvements on the Common Areas against loss or damage by fire or other hazards, including extended coverage, vandalism, and malicious mischief in an amount sufficient to cover the full replacement cost of such improvements in the event of damage or destruction;

(b) a public liability insurance policy covering the Association, its officers, directors and managing agents, having at least a One Million Dollar (\$1,000,000.00) limit per total claims that arise from the same occurrence, including but not limited to liability insurance for the recreational facilities located in the Community, or in an amount not less than the minimum amount required by applicable law, ordinance or regulation;

(c) workers' compensation insurance, if and to the extent required by law; and

(d) fidelity insurance or bonds covering all directors, officers, employees and other persons handling or responsible for the funds of the Association, in such amounts as the Board deems appropriate, but not less than required by the HOA Act.

**9.2 PREMIUMS FOR INSURANCE MAINTAINED BY ASSOCIATION.**

Premiums for all insurance and bonds required to be carried under Section 9.1 hereof or otherwise obtained by the Association on the Common Areas shall be an expense of the Association, and shall be included in the Annual Assessments. Premiums on any fidelity insurance or bond maintained by a third party manager shall not be an expense of the Association.

**9.3. DAMAGE AND DESTRUCTION OF COMMON AREAS.**

(a) Immediately after any damage or destruction by fire or other casualty to all, or any part of the insurable improvements on the Common Areas, the Board, or its agent, shall proceed with the filing and adjustment of all claims arising under the fire and extended coverage insurance maintained by the Association and obtain reliable estimates of the cost of repair or reconstruction of the damaged or destroyed improvements. Repair or reconstruction means repairing or restoring the improvements to substantially the same condition in which they existed prior to the fire or other casualty.

(b) Any damage or destruction to insurable improvements on the Common Areas shall be repaired or reconstructed unless at least seventy-five percent (75%) of the Members present at a meeting of the membership held within ninety (90) days after the casualty shall decide not to repair or reconstruct.

(c) If, in accordance with subsection (b), the improvements are not to be repaired or reconstructed and no alternative improvements are authorized by the Members, then and in that event the damaged Common Areas shall be restored to its natural state and maintained as an undeveloped portion of the Common Areas by the Association in a neat and attractive condition until such time as the Association, by a vote of not less than 75% of the Lot Owners present and voting in person or by proxy at a meeting duly called and constituted vote to rebuild the improvements or such other improvements at approved by them. In such event, any excess insurance proceeds shall be paid over to the Association for the benefit of the Property, which proceeds may be used and/or distributed as determined by the Board, in its discretion, or as otherwise provided in the Articles of Incorporation and/or the By-Laws of the Association.

**9.4 REPAIR AND RECONSTRUCTION OF COMMON AREAS.** If any improvements on the Common Areas are damaged or destroyed, and the proceeds of insurance received by the Association are not sufficient to pay in full the cost of the repair and reconstruction of the improvements, the Board shall, without the necessity of a vote of the Members, levy a Special Assessment against all Lot Owners in order to cover the deficiency in the manner provided in Article VIII hereof. If the proceeds of insurance exceed the cost of

repair, such excess shall be retained by the Association and used for such purposes as the Board shall determine.

9.5 **HAZARD INSURANCE ON IMPROVED LOTS.** Each Lot Owner of an improved Lot at all times shall maintain fire and extended coverage insurance or other appropriate damage and physical loss insurance, in an amount equal to not less than one hundred percent (100%) of the current replacement value of the improvements on the Lot. Proof of such insurance shall be forwarded to the Association annually.

9.6 **OBLIGATION OF LOT OWNER TO REPAIR AND RESTORE.**

(a) In the event of any damage or destruction of the improvements on a Lot, the insurance proceeds from any insurance policy on an improved Lot, unless retained by a Mortgagee of a Lot, shall be applied first to the repair, restoration or replacement of the damaged or destroyed improvements. Any such repair, restoration or replacement shall be completed in accordance with the plans and specifications for such improvements originally constructed on the Lot, the Board or its designated Architectural Committee; unless the Lot Owner desires to construct improvements differing from those so approved, in which event the Lot Owner shall submit plans and specifications for the improvements to the Board or its designated Architectural Committee and obtain its approval prior to commencing the repair, restoration or replacement. If any Mortgagee does not permit insurance proceeds to be used to restore any damaged or destroyed improvements, then the Lot Owner of such Lot shall raze the improvements and return the Lot to its natural condition free of all debris.

(b) If any Lot Owner of an improved Lot fails to maintain the insurance required by Section 9.5 of this Article, the Board may impose sanctions for violation of the Declaration, and may, but shall not be obligated to, obtain such insurance and pay any premiums required in connection with obtaining such insurance. Such Lot Owner shall be personally liable to the Association for any costs incurred by the Association in obtaining such insurance, to the same extent as such Lot Owner is liable for Assessments levied against the Lot, and, upon the failure of the Lot Owner to pay such costs within ten (10) days after such Lot Owner's receipt of a written demand therefor from the Association, the Association may establish a lien therefor upon the Lot Owner's Lot in accordance with and subject to the provisions of this Declaration applicable to an Assessment lien, and/or may proceed to collect the Assessment as provided in Article VIII herein above.

**ARTICLE X**  
**RIGHTS OF MORTGAGEES**

10.1 **GENERAL.**

(a) Regardless of whether a Mortgagee in possession of a Lot is the Lot Owner, (i) such Mortgagee in possession shall have all of the rights under the provisions of this

Declaration, the Plat, the Articles of Incorporation, the By-Laws and applicable law, which would otherwise be held by such Lot Owner, subject to the operation and effect of anything to the contrary contained in its Mortgage, and (ii) the Association and each other Lot Owner or person shall be entitled, in any matter arising under the provisions of this Declaration and involving the exercise of such rights, to deal with such Mortgagee in possession as if it were the Lot Owner thereof.

(b) Any Mortgagee in possession of a Lot shall (subject to the operation and effect of the provisions of this Declaration, the Articles of Incorporation, the By-Laws and applicable law) bear all of the obligations under the provisions thereof which are borne by its Lot Owner; provided, that nothing in the foregoing provisions of this Section shall be deemed in any way to relieve any Owner of any such obligation, or of any liability to such Mortgagee on account of any failure by such Lot Owner to satisfy any of the same.

#### **ARTICLE XI** **MISCELLANEOUS PROVISIONS**

11.1 **TERM.** This Declaration shall run with the land and shall be binding for a period of thirty (30) years from the date this Declaration is recorded, after which time this Declaration shall automatically be extended for successive periods of ten (10) years each unless and until an instrument has been recorded, by which this Declaration, in whole or in part, is amended, modified or revoked pursuant to the provisions of Section 11.9 hereof.

#### **11.2 ENFORCEMENT.**

(a) In addition to other enforcement mechanisms provided in this Declaration, enforcement of this Declaration, the Bylaws and any Rule and Regulation duly adopted and promulgated pursuant to this Declaration shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, to restrain the violation, force compliance, and/or to recover damages. In acquiring title to any Lot in the Community, the owner or owners violating or attempting to violate any covenant, agree to reimburse the Association and/or any Lot Owners for all costs and expenses for which it or they may incur as a result of the said violation or attempted violation, including but not limited to, administrative costs, court costs and reasonable attorneys' fees whether suit is filed or not.

(b) These Covenants shall inure to the benefit of and be enforceable by the Association or by the Lot Owner(s) of any land included in the Community and their respective legal representatives, successors and assigns, and all persons claiming by, through or under them. Further, the Covenants shall bind every Lot and Owner thereof and successors in interest of each such Owner.



11.3 **NO WAIVER.** The failure or forbearance by the Association to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

11.4 **INCORPORATION BY REFERENCE ON RESALE.** In the event any Lot Owner sells or otherwise transfers any Lot, any deed purporting to effect such transfer shall be deemed to contain a provision incorporating by reference the covenants, restrictions, servitudes, easements, charges and liens set forth in this Declaration, whether or not the deed actually so states.

11.5 **NOTICES.** Any notice required to be sent to any Member or Lot Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, by ordinary mail, postage paid, to the last known address of the person who appears as Member or Lot Owner on the records of the Association at the time of such mailing, and each such Member is required to keep his mailing address current by written notification of any change sent to the Association.

11.6 **NO DEDICATION TO PUBLIC USE.** Nothing herein contained shall be construed as a dedication to public use or as an acceptance for maintenance of any Common Areas by any public or municipal agency, authority or utility and no public or municipal agency, authority or utility shall have any responsibility or liability for the maintenance or operation of any of the Common Areas.

11.7 **SEVERABILITY.** Invalidity of any one of these covenants or restrictions by judgment, decree or order shall in no way affect any other provisions hereof, each of which shall remain in full force and effect.

11.8 **CAPTIONS AND GENDERS.** The captions contained in this Declaration are for convenience only and are not a part of this Declaration and are not intended in any way to limit or enlarge the terms and provisions of this Declaration. Whenever the context so requires, the male shall include all genders and the singular shall include the plural.

11.9 **AMENDMENT.**

(a) This Declaration may be amended by an instrument in writing, signed and acknowledged by the President or Vice-President and Secretary or Assistant Secretary of the Association after approval of the amendment at a meeting of the Association duly called for such purpose.

(b) The affirmative vote (in person or by proxy) or written consent of (i) Lot Owners in good standing having at least 60% of the votes in Chesapeake Station shall be required to add to, amend, revise or modify this Declaration.

(c) An amendment or modification shall be effective when executed by the President or Vice-President and Secretary or Assistant Secretary of the Association who shall certify that the amendment or modification has been approved as herein above provided. The amendment shall be recorded among the Land Records of Calvert County, Maryland. Unless a later date is specified in any such instrument, any amendment to this Declaration shall become effective on the date of recording. For the purpose of recording such instrument, each Lot Owner, hereby grants to the President or Vice-President and Secretary or Assistant Secretary of the Association an irrevocable power of attorney to act for and on behalf of each and every Lot Owner in certifying, executing and recording said instrument.

**11.10 Rules and Regulations.**

(a) The Board shall have the power to adopt and amend Rules and Regulations regarding the use of the Property and the conduct of persons thereon, and regarding matters as to which the Board is expressly granted such power by this Declaration, which shall be binding on each Owner, provided such Rules and Regulations are adopted in accordance with the provisions of this Article.

(b) The Board shall mail written notice to each of the Members of the Association setting forth the proposed Rules and Regulations, and the date, time and place of the meeting at which such proposed Rule and Regulations will be considered, at least twenty (20) days prior to adoption. Such notices shall be mailed to the address of each Member as shown on the most current membership roster of the Association.

(c) The adoption or amendment of Rules and Regulations shall require the vote of not less than two-thirds (2/3) of the directors present at a meeting of the Board.

**NOW THEREFORE**, the Owners of Lots within Chesapeake Station, by an instrument or instruments recorded herewith, which has been executed, sealed and acknowledged by or on behalf of the Lot Owners in good standing having at least 60% of the votes in Chesapeake Station, hereby evidence the appointment of the Chesapeake Station Homeowners Association, Inc., its successors and assigns as the designated representative to stand in the place and stead of the Declarant Developer as provided in the Original Declaration further evidence their agreement and intent to Amend and Restate the Original Declaration and any amendments thereto as provided in this Amended and Restated Chesapeake Station Homeowners Association, Inc Declaration of Covenants, Easements, Charges And Liens .

**AS WITNESS** the acknowledged signatures and seals of the President and the Secretary of Chesapeake Station Homeowners Association, Inc., who hereby certify and represent that Lot Owners in good standing having at least 60% of the votes in Chesapeake Station have voted to approve this Amended and Restated Chesapeake Station Homeowners Association, Inc. Declaration of Covenants, Easements, Charges and Liens at a meeting duly called and constituted on the day hereinabove first written.

WITNESS/ATTEST:

CHESAPEAKE STATION HOMEOWNERS  
ASSOCIATION, INC.

By: Bruce A. Wahl (SEAL)

Bruce A. Wahl President

By: Paul Doherty (SEAL)

PAUL DOHERTY, Secretary

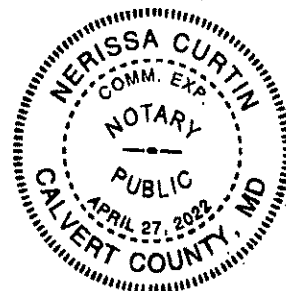
STATE OF MARYLAND, CITY/COUNTY OF Calvert, TO WIT:

I HEREBY CERTIFY that on this 7<sup>th</sup> day of October, 20 20, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared Bruce A. Wahl, the **President** of CHESAPEAKE STATION HOMEOWNERS ASSOCIATION, INC., and being authorized to do so, in my presence, signed and sealed the same and acknowledged the same to be the act and deed of Lot Owners in good standing having at least 60% of the votes in Chesapeake Station.

AS WITNESS my hand and Notarial Seal.

[Signature] (SEAL)  
Notary Public

My Commission Expires: 04/27/2022



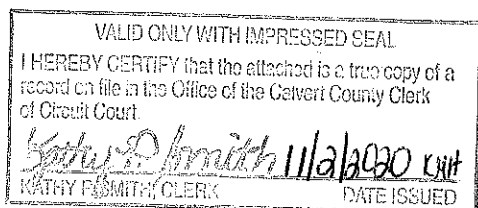
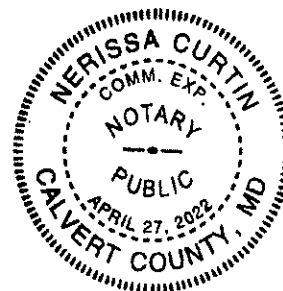
STATE OF MARYLAND, CITY/COUNTY OF Calvert, TO WIT:

I HEREBY CERTIFY that on this 7<sup>th</sup> day of October, 20 20, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared Paul Doherty, the **Secretary** of CHESAPEAKE STATION HOMEOWNERS ASSOCIATION, INC., and being authorized to do so, in my presence, signed and sealed the same and acknowledged the same to be the act and deed of Lot Owners in good standing having at least 60% of the votes in Chesapeake Station.

AS WITNESS my hand and Notarial Seal.

[Signature] (SEAL)  
Notary Public

My Commission Expires: 04/27/2022



**CERTIFICATION**

The undersigned hereby certifies that the above instrument has been prepared by or under the supervision of an attorney admitted to practice before the Court of Appeals of Maryland.



Kathleen M. Elmore, Esq.

**AFTER RECORDATION, PLEASE RETURN TO:**

KATHLEEN M. ELMORE, ESQUIRE  
ELMORE & THROOP, P.C.  
5 Riggs Avenue  
Severna Park, Maryland 21146  
[et@elmore-throop.com](mailto:et@elmore-throop.com)  
410-544-6644

**Validation Sheet**  
**For**  
**Clerk's Use Only**

LR - Covenant  
Recording Fee 75.00  
Declarant Name:  
chesapeake station  
homeowners  
Ref:  
LR - Covenant  
Surcharge 40.00  
SubTotal: 115.00  
Total: 115.00  
11/02/2020 01:43  
CC04-KH  
#14244138 CC0701 -  
Calvert  
County/CC07.01.02 -  
Register 02

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**Calvert County Circuit Court**  
*Kathy P. Smith - Clerk*  
175 Main Street  
Prince Frederick, Maryland 20678

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LIBER 289 PAGE 713

ARTICLES OF INCORPORATION

OF

CHESAPEAKE STATION HOMEOWNERS ASSOCIATION, INC.

RECD FEE 5.00

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approved and received for record by the State Department of Assessments and Taxation  
of Maryland June 15, 1982 at 12:57 o'clock p M. as in conformity  
with law and ordered recorded.

Recorded in Liber 2547, folio 3783 one of the Charter Records of the State  
Department of Assessments and Taxation of Maryland.

Bonus tax paid \$ 20.00 Recording fee paid \$ 22.00 Special Fee paid \$

To the clerk of the Circuit Court of Calvert County

IT IS HEREBY CERTIFIED, that the within instrument, together with all indorsements thereon, has  
been received, approved and recorded by the State Department of Assessments and Taxation of Maryland.

AS WITNESS my hand and seal of the said Department at Baltimore.



A 128444

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ARTICLES OF INCORPORATIONCHESAPEAKE STATION HOMEOWNERS ASSOCIATION, INC.

FIRST: We, J.D. Murray and Robert E. Ford, whose post office address is P.O. Box 48A, Owings, Maryland, 28036, being at least twenty-one (21) years of age, do under and by virtue of the General Laws of the State of Maryland, authorizing the formation of corporations, hereby form a corporation by the execution and filing of these articles.

SECOND: The name of the corporation (hereinafter call the "Association") is CHESAPEAKE STATION HOMEOWNERS ASSOCIATION, INC.

THIRD: The Association is not formed for profit or pecuniary gain of any sort inuring to the benefit of the members thereof or to any individuals or corporations.

FOURTH: The purposes for which the Association is formed are as follows:

(a) to provide for the maintenance and preservation of the open spaces as defined in the Declaration of Covenants, Easements, Charges and Liens (hereinafter called the "Declaration") dated *June 10*, 1982 and recorded among the Land Records of Calvert County, Maryland, in Liber *ABE* No. *286*, Folio *36*; and with respect to the "Property" therein described, to promote the health, safety and welfare of the residents and to enforce the covenants, conditions and restrictions described above within the residence community of Chesapeake Station as described above.

(b) to acquire by assignment or deed as the result of gift, purchase, or otherwise, and to own, hold, improve, build on, maintain, mortgage, convey, sell, lease, transfer,

dedicate to public use, or otherwise operate or dispose of the real properties identified as the "open space" within the aforesaid community of Chesapeake Station, and such personal property as may be necessary or proper for the conduct of the affairs of the Association;

(c) to exercise all of the powers and privileges and perform all of the duties and obligations of the Association set forth in the above described Declaration and as the same may be amended from time to time as therein provided; said Declaration to the extent of said powers, privileges, duties and obligations being incorporated herein as if set forth at length;

(d) fix, levy, collect and by all lawful means enforce payment of the assessment established by the terms of the Declaration and to pay all expenses in connection therewith and in connection with the conduct of the business of the Association including all licenses, taxes or charges levied or imposed against the properties of the Association by any government or governmental agency;

(e) exercise all other powers provided or allowed by the laws of the State of Maryland to non-stock corporations without limitations by the foregoing description of specific powers.

FIFTH: The Post Office address of the principal office of the Association in this state is P.O. Box 48A, Owings, Maryland 20836. The Resident Agent of the Association is J.D. Murray, whose Post Office address is P.O. Box 48A, Owings, Maryland 20836, who is a citizen of the State of Maryland and actually resides therein.

SIXTH: The Association shall have five (5) Directors, which number may be increased or decreased pursuant to the By-Laws of the Association, but shall never be less than three (3) nor more than eleven (11); the names of the Directors who shall act until the first annual meeting or until



their successors are duly chosen and qualified are: J.D. Murray, Robert E. Ford and

SEVENTH: The Association is not authorized or empowered to issue capital stock of any type of class. The Association is and shall be membership corporation and every person or entity who is a record owner or a fee or undivided fee interest in any lot which is subject by the aforesaid Declaration to assessment by the Association, including contract sellers, and the Class B members, as hereinafter defined, shall be members of the Association. Persons or corporations holding any interest in any such lot merely as security for the performance of an obligation shall not be members. Membership shall be appurtenant to and may not be separated from ownership of any lot subject to assessment by the Association. Membership shall be automatic upon recording of a deed of a fee or undivided fee interest and there shall be no qualification for membership other than the ownership of such record interest. Membership of Class B members shall be automatic upon the filing of these Articles of Incorporation.

EIGHTH: There shall be two classes of members of the Association as follows:

(a) Class A members shall be record owners of fee or undivided fee interests in the lots which are subject to assessment by the Association under the terms of the Declaration, including contract sellers. Such members shall be entitled to one vote for each lot in which they hold such interest. When more than one person holds interest in any lot, all such persons shall be members but the vote for such lot shall be apportioned into as many fractions as there are owners, so that in no event shall more than one full vote be cast with respect to such lot.

(b) Class B members shall be any person, partnership,

firm or corporation owning one or more lots, as the developer thereof, the Class B members shall be entitled to three (3) votes for each lot as to which they are the owners of a fee or undivided fee interest; provided that the membership of the Class B members shall terminate upon the earlier happening of any of the following events:

1. The acquisition by a person other than the developer of the legal title to each lot contained in the community; or
2. Termination of Class B membership as provided in the Declaration; or
3. October 15, 1992.

Upon termination of the Class B membership, the Class B members, as described above, shall be entitled to Class A membership for any lot as to which it shall then be the record owner of a fee or undivided fee interest.

NINTH: Any of the following actions or undertakings by the Association may be done only upon the assent of two-thirds of the entire Class A membership

1. To the extent permitted by law, participate in mergers and consolidations with other non-profit non-stock corporations organized for the purposes consistent with those for which the Association is organized.

2. Give a mortgage or mortgages of the open space defined in the Declaration to insure any borrowing by the Association.

3. Dedicate, sell or transfer any part of the open space as defined in the Declaration to any public agency, authority or utility.

4. Dissolve the Association in accordance with the laws of the State of Maryland. Upon any dissolution, the assets, both real and personal, and the right to fix, levy and assess and collect assessments of the Association shall be dedicated or given to an appropriate public agency to be

devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Association by the terms of these Articles of Incorporation. In the event that such dedication is refused by all such public agencies, then such assets and rights shall be granted, conveyed, and assigned to any non-profit non-stock corporation, association or similar organization to be held and used for such purposes and uses as nearly as practicable the same as those to which they were required to be used by the Association under the terms of these Articles of Incorporation.

5. Increase the maximum amount of indebtedness or liability, direct or contingent, to which the Association and its real and personal properties may be subject to any time to an amount in excess of 150% of its income for the last previous fiscal year.

TENTH: The duration of the Association shall be perpetual.

ELEVENTH: (1) As used in this Article Eleven, any word or words that are defined in Section 2-418 of the Corporations and Associations Article of the Annotated Code of Maryland (the "Indemnification Section"), as amended from time to time, shall have the same meaning as provided in the Indemnification Section.

(2) The Corporation shall indemnify a present or former director or officer of the Corporation in connection with a proceeding to the fullest extent permitted by and in accordance with the Indemnification Section.

(3) With respect to any corporate representative other than a present or former director or officer, the Corporation may indemnify such corporate representative in connection with a proceeding to the fullest extent permitted by and in accordance with the Indemnification Section; provided, however, that to the extent a corporate representative

other than a present or former director or officer successfully defends on the merits or otherwise any proceeding referred to in subsections (b) or (c) of the Indemnification Section or any claim, issue or matter raised in such proceeding, the Corporation shall not indemnify such corporate representative other than a present or former director or officer under the Indemnification Section unless and until it shall have been determined and authorized in the specific case by (i) an affirmative vote at a constituted meeting of a majority of the Board of Directors who were not parties to the proceeding; or, (ii) an affirmative vote, at a duly constituted meeting of a majority of all the votes cast by stockholders who were not to the proceeding, that indemnification of such corporate representative other than a present or former director or officer is proper in the circumstances.

IN WITNESS WHEREOF, we have signed these Articles of Incorporation on the 10th day of June, 1982, and acknowledge the same to be our act. Tom (CKR)  
REF

WITNESS:

[Signature] (SEAL)  
[Signature] (SEAL)

ORIG. TO

OCT 18 1982

LR - NDA Dep Amendment  
25.00

NDA Name: chesapeake  
station  
Ref: kps 200/1

Total: 39.00  
10/19/2022 11:42

CC04-SS  
#16713771 CC0701 -  
Calvert  
County/CC07 01.02 -  
Register 02

**AMENDMENT  
TO HOMEOWNERS DISCLOSURE  
STATEMENT FOR  
  
CHESAPEAKE STATION HOMEOWNERS  
ASSOCIATION, INC.**

(Original Disclosure Filing Dated May 1, 1991)

For deposit with the Circuit Court Depository for Calvert County.

1. **AMENDED AND RESTATED BY-LAWS of  
Chesapeake Station Homeowners Association, Inc.  
(Approved October 15, 2022)**

**CERTIFICATION**

I HEREBY CERTIFY that I am duly authorized by the Board of Directors of the Chesapeake Station Homeowners Association, Inc., a homeowners' association located in Calvert County, Maryland, to deposit material on behalf of the Association with the Homeowners' Association Depository for the Circuit Court of Calvert County, Maryland, in accordance with the requirements of Section 11B-113 of Title 11B, Real Property Article, *Annotated Code of Maryland*.

Date: October 17, 2022

By: Kathleen M. Elmore  
Kathleen M. Elmore, Esquire

Return to: Elmore Law Group, P.C.  
Kathleen M. Elmore, Esquire  
5 Riggs Avenue  
Severna Park, Maryland 21146  
410.544.6644  
elg@el-grp.com

10217.000

**BY-LAWS  
OF  
CHESAPEAKE STATION HOMEOWNERS ASSOCIATION, INC.  
[AMENDED AND RESTATED - APPROVED 2022]**

**ARTICLE I**

**NAME AND LOCATION.** The name of the corporation is Chesapeake Station Homeowners Association, Inc., hereinafter referred to as the "Association". The principal office of the corporation shall be located at P.O. Box 967, Chesapeake Beach, Maryland 20732, but meetings of Members and directors may be held at such places within the State of Maryland, as may be designated by the Board of Directors from time to time.

**ARTICLE II**

**DEFINITIONS**

**Section 1. Definitions.** Throughout these By-Laws, words and terms used herein shall have the meanings set forth in the Amended and Restated Chesapeake Station Homeowners Association, Inc. Declaration of Covenants, Easements, Charges and Liens, recorded among the Land Records of Calvert County, Maryland in Book 5749, pages 350 *et seq.* as amended from time to time.

**Section 2.** "Grounds Committee" shall mean the entity which is referred to in Article IX, Section 3.

**Section 3.** "Planning Committee" shall mean the entity which is referred to in Article IX, Section 4.

**Section 4.** "Rules Committee" shall mean the entity which is referred to in Article IX, Section 5.

**ARTICLE III**

**MEMBERSHIP**

**Section 1. Membership.** Qualification for Membership shall be defined in the Articles of Incorporation.

**Section 2. Suspension of Membership.** During any period in which a Member shall be in default for more than sixty (60) days, in the payment of any annual or special assessment levied by the Association, the voting rights and right to use of the recreational facilities of such Member may be suspended by the Board of Directors until such assessment has been paid. Such rights of a Member may also be suspended, after notice and hearing, for a period of not to exceed

thirty (30) days, for violation of any rules and regulations established by the Board of Directors governing the use of the Open Space and facilities.

## ARTICLE IV

### PROPERTY RIGHTS: RIGHTS OF ENJOYMENT

**Section 1. Tenants, Guests, Non-resident Owners.** The rights of enjoyment set forth in the Declaration shall extend to any person who is lawfully present on the Properties, either (i) as a resident living on a Lot, or (ii) as a guest of such a resident and he shall be deemed to have the same rights as a Member of the Association or an owner of the particular Lot; and any person who is an owner of a Lot or a Member of the Association, but who does not actually and lawfully reside on the Lot or any other Lot shall be deemed not to have the right of a Member under the Declaration.

## ARTICLE V

### BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

**Section 1. Number and Qualifications.** The affairs of this Association shall be managed by a Board of five directors, who shall be Members of the Association. All directors shall be natural persons over the age of 21 years. Not more than one person per household may serve as a director simultaneously, and no person may serve as a director who is a convicted felon, or who is engaged in a lawsuit or administrative action wherein the adverse party is the Association.

**Section 2. Election.** Annually, the Members shall elect five directors for a term of one year.

**Section. 3. Removal.** Any director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining Members of the Board and shall serve for the unexpired term of his predecessor.

**Section 4. Compensation.** No director shall receive compensation for any service he may render to the association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

**Section 5. Action Taken Without a Meeting.** The directors have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written consent or approval of all directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

## ARTICLE VI

### MEETINGS OF DIRECTORS

**Section 1. Regular Meetings.** Regular meetings of the Board of Directors shall be held at least quarterly at such place and hour as may be fixed from time to time by resolution of the Board.

**Section 2. Special Meetings.** Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two directors, after not less than three (3) day notice to each director.

**Section 3. Quorum.** A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present, shall be regarded as the act of the Board.

## ARTICLE VII

### NOMINATION AND ELECTION OF DIRECTORS

**Section 1. Nomination.** Nomination for election to the Board of Directors may be made by any Member of the Association, and if appointed by the Board in its sole discretion, by a Nomination Committee. Nominations may also be made from the floor at the annual meeting.

**Section 2. Election.** Election to the Board of Directors shall be by written ballot. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

## ARTICLE VIII

### POWERS AND DUTIES OF THE BOARD OF DIRECTORS

**Section 1. Powers.** The Board shall have all the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law, by the Declaration, the Articles, or these By-Laws directed to be exercised and done by the Members. The powers and duties of the Board shall include, but shall not be limited to, the following (subject at all times to the provisions of the Declaration, the Articles, and the other provisions of these By-Laws):

(a) provide for the care, upkeep, control and surveillance of the Common Areas, community facilities and services, and all other property of the Association, in a manner consistent with law and the provisions of these By-Laws, the Articles and the Declaration; and

(b) make assessments against Owners to defray the costs and expenses of the Association, establish the means and methods of collecting such assessments from the Owners, and establish the periods of the installment payments of the annual assessment for common expenses such that the annual assessments against each Owner for his or her proportionate share of the expenses of the



Association shall be payable in equal monthly or quarterly installments, each such installment to be due and payable in advance on the first day of each installment period); and

(c) collect the assessments against the Owners, depositing the proceeds thereof in a depository which it shall approve, and use the proceeds to carry out the administration of the Association and its powers and duties hereunder; and

(d) adopt, publish and enforce Rules and Regulations governing (i) use of the Common Areas, including any improvement and amenities located thereon; (ii) additions, alterations, and improvements on or to the Lots; (iii) reasonable interpretation and construction of the provisions of the Declaration, the Articles, and these By-Laws; and (iv) such other matters as are specified as the subjects for such Rules and Regulations in the Declaration, the Articles or these By-Laws; and

(e) suspend the voting rights, and the right of use of any recreational facilities located on any Common Areas during any period in which the Member is in default in the payment of any assessment levied by the Association; these rights may also be suspended for a period not to exceed sixty (60) days for any infraction of published Rules and Regulations; and

(f) designate, hire and dismiss the personnel necessary for the maintenance, operation, repair and replacement of the Common Areas, and providing services for the Association, and, where appropriate, provide for the compensation of such personnel and for the purchase of equipment, supplies and material to be used by such personnel in the performance of their duties, which supplies and equipment shall be the property of the Association; and

(g) open depository accounts on behalf of the Association and designate signatories required therefor; and

(h) make contracts and guarantees, incur liabilities and borrow money and sell, mortgage, lease, pledge, exchange, convey, transfer, grant easements, rights-of-way, licenses, and other rights of use in, and otherwise dispose of, all or any part of the Common Areas and community facilities; and

(i) repair, restore or reconstruct all or any part of the Common Areas and community facilities after any casualty loss in a manner consistent with law and the provisions of these By-Laws, the Articles, and the Declaration; and

(j) make any addition, alterations or improvements to the Common Areas; provided, however, that if any such addition, alteration or improvements shall require an expense of Association funds in excess of Fifty Thousand Dollars (\$50,000.00), such addition, alteration or

improvement shall only be authorized if approved by the affirmative vote of a majority of the Members; and

(k) enforce by legal means the provisions of the Declaration, the Articles, these By-Laws and the Rules and Regulations adopted by it, and bring any proceedings which may be instituted on behalf of the Association; and

(l) employ a Management Agent, independent contractors, or other employees or contractors as it may deem necessary, and to prescribe their duties; and

(m) cause all officers or employees having fiscal responsibilities to be properly insured as required under Maryland law, and as required by the Declaration and further as it may deem appropriate; and

(n) purchase such policies of insurance as shall be required by Maryland law, the Declaration, and as may from time to time be considered appropriate by the Board including, without limitation, casualty insurance, public liability insurance, workmen's compensation insurance to the extent necessary to comply with any applicable law, so-called "legal expense indemnity insurance" affording protection for the officers and directors of the Association for expenses and fees incurred by any of them in defending any suit or settling any claim or cause of action to which any such officer or director shall have been made a party by reason of his or her service as such, fidelity coverage and the like; and

(o) purchase Lots and lease, mortgage or convey the same, subject to the provisions of these By-Laws, the Articles and the Declaration; and

(p) enter into agreements whereby the Association acquires leaseholds, Memberships and other possessory, or use, interests in real or personal property for the purpose of promoting the enjoyment, recreation or welfare of the Members and to declare expenses incurred in connection therewith to be common expenses of the Association; and

(q) exercise any and all rights of the Association to approve the plans and specifications for any construction or architectural change upon the Property and the Lots thereof or to appoint an architectural review committee and to delegate to such committee such approval rights; and

(r) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the Members by other provisions of these By-Laws, the Articles, the Declaration, or applicable law; and

(s) declare the office of a Member of the Board of Directors to be vacant in the event

such Member shall be absent from three (3) consecutive regular meetings of the Board of Directors.

**Section 2. Duties.** It shall be the duty of the Board to:

(a) keep a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such a statement is requested in writing by the holders of one-fourth (1/4th) of the votes of the Membership; and

(b) supervise all officers, agents and employees of the Association, and to see that their duties are properly performed; and

(c) as more fully provided in the Declaration, to:

(i) fix the amount of the annual maintenance assessment against each Lot not later than December 1st of the preceding year; and

(ii) send written notice of each annual maintenance assessment to every Owner subject thereto and of each special assessment, at least thirty (30) days in advance of its due date; and

(iii) foreclose the lien against a Lot if the Owner thereof has not paid the assessment thereon within such time as the Board may determine, or bring an action at law against the Owner or other person personally obligated to pay the same; and

(d) issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. (If the certificate states that an assessment has been paid, the certificate shall be conclusive evidence of payment with respect to any person relying on the certificate; and (e) keep books with detailed accounts in chronological order of the receipts and expenditures affecting the Common Areas and the administration of the Association specifying the maintenance and repair expenses of the Common Areas and any other common expenses incurred. All books and records shall be kept in accordance with good and accepted accounting practices, and the same shall be audited at least once a year by an outside auditor employed by the Board who shall not be a resident of the Property, or an Owner of a Lot therein. The cost of such audit shall be a common expense of the Association.

## ARTICLE IX COMMITTEES

**Section 1.** The Board of Directors shall appoint such committees as deemed appropriate in carrying out the purposes of the Association, including but not limited to the Architectural Control Committee.

**Section 2. Architectural Control Committee Responsibilities.** The Architectural Control Committee appointed by the Board of Directors shall be comprised of at least three, but not more than five individuals who shall consider applications for approval of plans and specifications as provided in Article II of the Amended and Restated Chesapeake Station Homeowners Association, Inc. Declaration of Covenants, Easements, Charges and Liens, recorded among the Land Records of Calvert County, Maryland in Book 5749, pages 350 *et seq.* as amended from time to time ("Declaration"), and as provided in any Architectural Control Committee rules and regulations adopted by the Board of Directors.

**Section 3. Grounds Committee.** The Board of Directors shall designate three or more individuals to constitute a committee to be known as the "Grounds Committee". The affirmative vote of a majority of the Members of the Grounds Committee shall be required in order for the Grounds Committee to:

- (a) establish standards and requirements for the maintenance and upkeep of the common grounds and private residences.
- (b) establish short range and long range plans for the improvements of the common grounds, including the beach areas.
- (c) identify and resolve existing problems and issues.
- (d) identify potential improvements and keep the residents informed of matters concerning the beach and waterfront resources.
- (e) achieve consensus and prioritize:
  - immediate action required
  - action required this year
  - defer action until later date
- (f) Assign action to committees/individuals.
- (g) Submit recommendations to Board of Directors and Planning Committee as needed.
- (h) Receive bids for common ground maintenance on a yearly basis; hire contractor in accordance with Covenants; and, during the year, monitor the contractor's progress.

The Grounds Committee shall give written notice of any violation of these Covenants to the Owner. Unless such violation is reversed or modified by the Board of Directors or upon



makes such determination, the decision of the Rules Committee regarding said violation shall be final.

## ARTICLE X

### MEETING OF MEMBERS

**Section 1. Place of Meetings.** Meetings of the Membership shall be held at the principal office or place of business of the Association or at such other suitable place convenient to the Membership as may be designated by the Board of Directors from time to time.

**Section 2. Annual Meetings.** The annual meetings of the Members of the Association shall be held on the second Saturday of September of each succeeding year, or at such time as the Board of Directors determines is appropriate. At such meeting the Membership shall elect by ballot a Board of Directors in accordance with the requirements of these By-Laws. The Members may also transact such other business of the Association as may properly come before them.

**Section 3. Special Meetings.** It shall be the duty of the President of the Board to call a special meeting of the Members as directed by resolution of the Board of Directors, or upon receipt of a petition signed by at least twenty five percent (25%) of the Members. Such petition is subject to reasonable verification by the Board of Directors. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

**Section 4. Notice of Meetings.** It shall be the duty of the Management Agent as directed by the Board of Directors, to send notice of each annual or special meeting at least fifteen (15) but no more than seventy-five (75) days prior to such meeting. The notice shall state the purpose of the meeting, and the time and place where it is to be held. Notice shall be sent to each Member of record, at the mailing or electronic address provided by the Member and as it appears on the Membership records of the Association. It shall be the affirmative duty of each Member to deliver written notice of his or her name and current mailing or electronic address to the Board of Directors care of the Management Agent. Notice sent to the mailing or electronic address of record as provided in the Maryland Homeowners Association Act and as shown on the Membership records of the Association shall be considered as notice served. Attendance by a Member at any meeting of the Members shall be a waiver of notice by that Member of the time, place and purpose thereof.

**Section 5. Quorum.** The presence, in person or by proxy, of Members representing at least forty percent (40%) of the total Members of record, shall be requisite for, and shall constitute

a quorum for the transaction of business at annual meetings of Members. The presence, in person or by proxy, of Members representing at least thirty-three percent (33%) of the total Members of record, shall be requisite for, and shall constitute a quorum for the transaction of business at all special meetings of Members. Once quorum is obtained, it shall not be lost, regardless of the number of Members who may come and go during the pendency of the meeting.

**Section 6. Insufficient number of Members present at meeting.**

(a) Calling of additional meeting. - If the number of Members present at a properly called meeting of the Members is insufficient to approve a proposed action, another meeting of the Members may be called for the same purpose provided:

(1) The notice of the initial meeting stated that the procedure authorized by Section 11B-111(6) of the Maryland Homeowners Association Act might be invoked, and provides the date, time, and place of the additional meeting, which date may not be less than 15 days after the date of the initial meeting; and

(2) By majority vote, the Members present in person or by proxy at the initial meeting call for the additional meeting.

(b) Notice of additional meeting. - The additional meeting shall occur not less than 15 days after the initial meeting and upon not less than ten (10) days additional notice of the date, time, place, and purpose of the additional meeting. The notice of the additional meeting shall be hand-delivered, mailed or sent by electronic transmission to each Member at the address shown on the business records of the Association; and

(1) Advertised in a newspaper published in the Calvert County, Maryland; or

(2) Posted on the Association's official website.

(c) The notice shall contain the quorum and voting provisions of subsection (d) of this section.

(d) Quorum and voting requirements at additional meeting. - At the additional meeting, the Members present in person or by proxy constitute a quorum. A majority of the Members present in person or by proxy may approve or authorize the proposed action at the additional meeting and may take any other action which could have been taken at the original meeting if a sufficient number of Members had been present. This section shall not be construed to affect the percentage of votes required to amend the declaration or bylaws or to take any other action required to be taken by a specified percentage of votes.

**Section 7. Voting.** At every meeting of the Members, each Member shall have the right to cast one vote for each Membership which he or she owns on each question. Except when voting for directors wherein the candidate with the most votes is elected, the vote of the Members representing fifty-one percent (51%) of those present at the meeting, in person or by proxy, shall be necessary to decide any question brought before such meeting, unless the question is one upon which, by express provision of statute or of the Articles of Incorporation, or of the Declaration or of these By-Laws, a different vote is required, in which case such express provision shall govern and control. The vote for any Membership which is owned by more than one person may be exercised by any of them present at any meeting unless any objection or protest by any other owner of such Membership is noted at such meeting. In the event all of the co-owners of any Membership who are present at any meeting of the Members are unable to agree on the manner in which the vote for such Membership shall be cast on any particular question, then such vote shall not be counted for purposes of deciding that question. In the event any Membership is owned by a corporation, then the vote for any such Membership shall be cast by a person designated in a certificate signed by the president or any vice president of such corporation and attested by the secretary or an assistant secretary of such corporation and filed with the Secretary of the Association prior to the meeting. The vote for any Membership which is owned by a trust or partnership may be exercised by any trustee or partner thereof, as the case may be, and, unless any objection or protest by any other such trustee or partner is noted at such meeting, the Chairman of such meeting shall have no duty to inquire as to the authority of the person casting such vote or votes.

No Member shall be eligible to vote, either in person or by proxy, nor shall be eligible to be elected to the Board of Directors, who is shown on the books or management accounts of the Association to be more than thirty (30) days delinquent in any payment due to the Association.

**Section 8. Proxies.** A Member may appoint any other Member, the Management Agent or the Board of Directors as his or her proxy. In no case may any Member (except the Management Agent or Board of Directors) cast more than four (4) votes by proxy in addition to his or her own vote. Every proxy must be in written form approved by the Board of Directors, signed by the grantee, dated and filed with the Secretary, or person authorized by the Board of Directors, not less than forty-eight (48) hours before the meeting at which it is intended to be voted. The Board of Directors, in its sole discretion, may elect to accept a proxy received less than forty-eight hours before the meeting at which it is intended to be voted, provided however,



that if any such proxy is accepted for that meeting, all others received less than forty-eight hours before that meeting at which they are intended to be voted must also be accepted. Every proxy shall be revocable, shall automatically cease upon the death of the Member or the conveyance by the Member of his or her Lot, and shall not be valid for more than 180 days after its issuance date.

**Section 9. Order of Business.** Unless altered by the chairperson of the meeting, the order of business at all regularly scheduled meetings of the Members will be as follows:

- (a) Verification of proxies, including but not limited to, establishing eligibility of lot owner to vote, acceptability of form of proxy, and signature of owner on proxy.
- (b) Establishment of quorum.
- (c) Reading and disposal of minutes of preceding meeting.
- (d) Reports of officers, if any.
- (e) Reports of committees, if any.
- (f) Unfinished business.
- (g) Election or appointment of inspectors of election.
- (h) Election of directors.
- (i) New Business.
- (j) Open Forum
- (k) Adjournment.

In the case of special meetings, items (a) through (c) shall be applicable and thereafter the agenda shall consist of the items specified in the notice of the meeting.

## ARTICLE XI

### OFFICERS AND THEIR DUTIES

**Section 1. Enumeration of Offices.** The officers of this Association shall be a president and vice- president, who shall at all times be Members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

**Section 2. Election of Officers.** The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

**Section 3. Term.** The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

**Section 4. Special Appointments.** The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time determine.

**Section 5. Resignation and Removal.** Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

**Section 6. Vacancies.** A vacancy in any office may be filled in the manner prescribed for regular election. The officer elected to such a vacancy shall serve for the remainder of the term of the officer he replaces.

**Section 7. Multiple Offices.** The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

**Section 8. Duties.** The duties of the officers are as follows:

**President**

The president shall preside at all meetings of the Board of Directors; shall see that the orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

**Vice President**

The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

**Secretary**

The secretary shall record the votes and keep a minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all paper requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses; and shall perform such other duties as required by the Board.

**Treasurer**

Unless delegated to the Management Agent by the Board of Directors, the treasurer shall receive and deposit in the appropriate bank accounts all monies of the Association and shall

disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of accounts; cause an annual budget audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and statement of income and expenditures to be presented to the Membership at its regular annual meeting, and deliver a copy of each to the Members. The treasurer shall monitor any duties delegated to the Management Agent.

## ARTICLE XII

### BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, subject to inspection by any Member or other party designated in the Declaration. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for the inspection by any Member at the principle office of the Association, where copies may be purchased at reasonable cost.

## ARTICLE XIII

### CORPORATE SEAL

The Association shall have a seal in the form hereinafter set forth: CHESAPEAKE STATION HOMEOWNERS ASSOCIATION, INC.

## ARTICLE XIV

### AMENDMENTS

**Section 1.** These By-Laws may be amended at a regular or special meeting of the Members, by a vote of a majority of a quorum of Members present in person or by proxy, or without a meeting by official absentee ballots in a form approved by the Board of Directors, which absentee ballots are hand-delivered, mailed or electronically sent to the address designated by the Board of Directors.

**Section 2.** In the case of any conflict between the Articles of Incorporation and these By-Laws. the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

## ARTICLE XV

### MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year.

In so far as Maryland law shall permit, the "Declarant" is the owner of record of any Lot within this subdivision.

SK0025076016

NOW, THEREFORE, IN WITNESS WHEREOF, we, being the Board of Directors of Chesapeake Station Homeowners Association, Inc., **HEREBY CERTIFY** that the foregoing By-Laws have at a meeting duly called and constituted, been approved by not less than a majority of a quorum of Members present in person or by proxy at a meeting duly called and constituted, and we have hereunto set our hands and seals this 15<sup>TH</sup> day of OCTOBER, 20 22 in witness thereof.

WITNESS:

Paul Doherty

Paul Doherty

Bruce A. Wahl

Bruce A. Wahl

Paul Doherty

Bruce A. Wahl

Bruce A. Wahl (SEAL)

President  
[Signature] (SEAL)

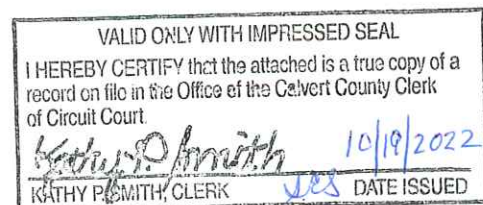
Vice President  
Paul Doherty (SEAL)

Treasurer  
Paul Doherty (SEAL)

Secretary  
Carol Obornik (SEAL)

Director  
Earl J. Lewis III  
DIRECTOR

Filed Among the Homeowners Association Depository Records of the Circuit Court for Calvert County on or about: October 17, 2022 (mailed).



INFORMAL ACTION  
OF  
THE BOARD OF DIRECTORS  
OF  
CHESAPEAKE STATION HOMEOWNERS ASSOCIATION, INC.

The undersigned, constituting the Directors of Chesapeake Station Homeowners Association, Inc., a Maryland corporation (hereinafter referred to as the "Corporation"), in accordance with Section 2-408(c) of the Corporations and Associations Article of the Annotated Code of Maryland, do hereby take, consent to and approve the actions set forth below:

RESOLVED: That ~~the~~ Resident Agent of the Corporation be, and is hereby changed from J. D. Murray, Box 48-A, Owings, Maryland 20836, to Susan West, whose post office address is P. O. Box 967, Chesapeake Beach, Maryland 20732. Said Resident Agent is a citizen of the State of Maryland and actually resides therein; and

FURTHER RESOLVED: That the principal office of the Corporation be, and is hereby changed from P. O. Box 48-A, Owings, Maryland 20836, to P. O. Box 967, Chesapeake Beach, Maryland 20732.

WITNESS the signature of the Directors as of the 6<sup>th</sup> day of March, 1989.

[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]

6-15-82  
active

STATE DEPARTMENT OF ASSESSMENTS  
AND TAXATION

APPROVED FOR RECORD

3-13-89 at 9:16 A.M.

3116 2444

90728334 0911

**CHESAPEAKE STATION HOMEOWNERS ASSOCIATION, INC.****POLICY RESOLUTION NO. 1****BOOK OF RESOLUTIONS**

WHEREAS, *Paragraph Fourth* of the Articles of Incorporation of Chesapeake Station Homeowners Association, Inc. ("the Association") provide that the Association shall have the power and authority to exercise all of the powers and privileges and perform all of the duties and obligations of the Association as set forth in the Declaration of Covenants, Easements, Charges and Liens of Chesapeake Station recorded among the Land Records of Calvert County in Book 286, pages 36 *et seq.* ("the Declaration") as amended from time to time and shall have and exercise any and all powers, rights and privileges which non-stock, non-profit Maryland corporations may now or hereafter have; and

WHEREAS, Article VIII of the Bylaws of Chesapeake Station Homeowners Association, Inc. ("the Bylaws") provides that the Board of Directors of Chesapeake Station Homeowners Association, Inc. ("the Board") shall have and shall exercise the powers, duties and authority vested in or delegated to the Association and not reserved to the membership in the Declaration, Articles of Incorporation, and Bylaws; and

WHEREAS, the Board deems it appropriate and desirable to establish an orderly method to adopt and maintain various Board resolutions;

NOW, THEREFORE, BE IT RESOLVED THAT the Book of Resolutions shall be an orderly and indexed record of the Rules and Regulations of the Association and of the more far-reaching and precedent-setting types of resolutions that are adopted by the Board, specifically Board Policy Resolutions, and Administrative Resolutions, as described below.

1. Book Format. The Book of Resolutions shall be composed of two main sections, one for Policy Resolutions and one for Administrative Resolutions, such resolutions to be arranged in each section in order of their adoption after the initial adoption of this Resolution. These resolutions shall be classified as follows:

- a. "Policy Resolutions" shall mean and refer to resolutions adopted by the Board of Directors which specifically relate to the long-term governance of the Association, including, but not necessarily limited to, actions affecting

Members' property rights, actions affecting Members' obligations, and protection of the equity of the Association and Members. All Policy Resolutions shall be recorded as Part One of the Book of Resolutions of the Association.

- b. "Administrative Resolutions" shall mean and refer to those resolutions adopted by the Board which relate to the internal operation of the Association, including, but not limited to, committee terms of reference, single task actions and other such general matters which do not deal with policy, Administrative Resolutions shall be recorded as part two of the Book of Resolutions.

2. Definitions. This Book of Resolutions shall incorporate by reference all definitions contained in the Declaration except as provided in paragraph 8 herein. Whenever reference is made to a rule or regulation, resolutions are included.

3. Format of Resolution. The format of resolutions shall conform to the format set out on the attached Exhibit A.

4. Responsibility. The Association's secretary, managing agent or legal counsel, as from time to time designated by the Board, shall be responsible for maintaining the Book of Resolutions.

5. Inspection. The Book of Resolutions shall be made available for inspection by any Member upon request, during normal business hours and after reasonable notice.

6. Conflicts. In the event of conflict, the provisions of the Declaration, Articles of Incorporation and Bylaws (the Founding Documents) shall prevail over the Book of Resolutions.

7. Severability. The invalidity of any portion of the Book of Resolutions shall not impair or affect in any manner the validity, enforceability, or effect of the balance of the Book of Resolutions.

8. Applicability. Wherever in this Book of Resolutions reference is made to "Member or Members", such term shall apply to the Owner of any Lot, to his family, tenants in residence, servants, employees, agents, visitors, and to any guests, invitees or licensees of such Owner. Wherever in this Book of Resolutions reference is made to the Association, such reference shall include the Board where such authority is so vested and the Association's managing agent (if any) where such authority is delegated by the Association to the managing agent.

9. Compliance. All Members shall comply with the provisions of the Book of Resolutions.

10. Reference of Pronouns. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular and plural as the identity of a person or persons or entities may require.

11. Method of Adoption. All resolutions shall contain an indication of whether they were adopted at a regular or special meeting of the Board, as well as the date of adoption.

12. Amendment. The Association or the Board reserves the right to alter, amend, modify, repeal, or revoke any provisions set forth in this Book of Resolutions at any time by resolution of a majority of the Board of Directors or of the votes of the Association present in person or by proxy at a meeting duly called and after not less than ten (10) days written notice of the proposed changes.

☐ Yes ☐ No

[Signature]

Board Member

☒ Yes ☐ No

[Signature]

Board Member

☒ Yes ☐ No

[Signature]

Board Member

☒ Yes ☐ No

[Signature]

Board Member

☒ Yes ☐ No

[Signature]

Board Member

Duly approved at a BOARD meeting on 1/3/01  
OR by Membership vote.

APPROVAL CERTIFIED BY

[Signature]

President

ATTEST:

[Signature] 1/3/01  
Secretary



**EXHIBIT "A"**

**CHESAPEAKE STATION HOMEOWNERS ASSOCIATION, INC.**

**(Type) RESOLUTION NO. ( )**

**(Title of Resolution)**

(Authority) WHEREAS, \_\_\_\_\_

(Purpose - Scope) WHEREAS, \_\_\_\_\_

(Specifications) NOW THEREFORE, BE IT RESOLVED

THAT \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_  
(Name) Director

\_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_  
(Name) Director

\_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_  
(Name) Director

Duly approved at a \_\_\_\_\_ meeting on \_\_\_\_\_

OR if by Membership vote

APPROVAL CERTIFIED BY

ATTEST:

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

**CHESAPEAKE STATION HOMEOWNERS ASSOCIATION, INC.****POLICY RESOLUTION NO. 2****REGULATION OF FAMILY DAY CARE HOMES**

WHEREAS, *Paragraph Fourth* of the Articles of Incorporation of Chesapeake Station Homeowners Association, Inc. ("the Association") provide that the Association shall have the power and authority to exercise all of the powers and privileges and perform all of the duties and obligations of the Association not reserved to the membership as set forth in the Declaration of Covenants, Easements, Charges and Liens of Chesapeake Station ("the Declaration") as amended from time to time and shall have and exercise any and all powers, rights and privileges which non-stock, non-profit Maryland corporations may now or hereafter have; and

WHEREAS, Section 11B-111.1(e) of the Maryland Homeowners Association Act, Md. Real Prop. Code Ann §11B-101 *et seq.* (1996 Repl. Vol.) ("the Act") provides that a homeowners association may impose certain regulation on the operation of family day care homes within the association; and

WHEREAS, *Article VIII* of the Bylaws of Chesapeake Station Homeowners Association, Inc. ("the Bylaws") provides that the Board of Directors of Chesapeake Station Homeowners Association, Inc. ("the Board") shall have and shall exercise the powers, duties and authority vested in or delegated to the Association in the Declaration, Articles of Incorporation, and Bylaws; and

WHEREAS, the Board deems it advisable, for the benefit of the community, to establish a specific policy for the regulation of family day care homes within the Property; and

WHEREAS, the policy as hereinafter set forth is intended to be in furtherance of, and not in derogation of any governmental provisions; and

WHEREAS, to provide for the preservation and enhancement of the property values, amenities, and opportunities contributing to the personal and general health, safety, and welfare of residents, the Board wishes to establish a policy regarding family day care homes;

NOW THEREFORE, BE IT RESOLVED THAT the following family day care homes policies be adopted by the Board:

USE OF LOTS - FAMILY DAY CARE HOMES

Section 1. Restrictions on Use of Lots. To assist the Association in providing for congenial occupancy and the protection of the value of the Property, it is necessary that the Board of Directors have the right and authority to exercise reasonable controls over the use of the Lots. Violation of the following enumerated regulations shall not be permitted and the Board of Directors is hereby authorized to take all steps necessary to prevent or discontinue any violations thereof, all at the expense of the violator.

Section 2. Regulation of Operation of Family Day Care Homes. The operation of family day care homes on the Properties or on any Lot on the Property shall be regulated as provided in this Section.

(a) As used in this Subsection, the following terms have the meanings indicated:

(i) "Day care provider" means the adult who has primary responsibility for the operation of a family day care home.

(ii) "Family day care" means the care given to a child under the age of 13 years or to any developmentally disabled person under the age of 21 years of age, in place of parental care for less than 24 hours a day, in a residence other than the child's residence, for which the day care provider is paid.

(iii) "Family day care home" means a lot or other place of residence in which family day care is provided.

(3) No person or entity shall establish, operate, or use any Lot, or any part of the Common Areas of the Property, as a family day care home until written notice of intention and request to open such facility is received by the Board of Directors of the Association, and written approval of such operation is granted by the Board of Directors. The Board of Directors may require the petitioning day care provider to supply such reasonably related materials as may be deemed necessary or advisable for the Board to act upon the petition.

(4) Any day care provider of an existing family day care home operating within the Property at the time this amendment is adopted must file written notice of intention and request to continue operation of such facility with the Board of Directors of the Association within thirty days after adoption of this policy by the Board of Directors, which may require the petitioning day care provider to supply such reasonably related materials as may be deemed necessary or advisable for the Board to act upon the petition.

(5) Family day care homes shall not be operated upon more than 7.5% of the total number of residential lots within the Property.


(6) Each day care provider shall pay in advance to the Association on a pro rata basis based on the total number of family day care homes operating within the Property any increase in insurance costs of the Association's insurance that are solely and directly attributable to the operation of family day care homes in the Property.

(7) Each day care provider shall pay in advance to the Association a fifty dollar (\$50) annual fee (or the maximum amount permitted from time to time in the Act) for use of the common areas in conjunction with the operation of the family day care home.

(8) Each day care provider shall obtain liability insurance in at least the minimum amount required by State law and shall provide evidence of such insurance to the Board of Directors of the Association.

The foregoing policy shall take effect immediately.

\_\_\_\_ Yes ☒ No



Board Member

\_\_\_\_ Yes \_\_\_\_ No

\_\_\_\_\_

Board Member

\_\_\_\_ Yes ☒ No

Carol B. Gurne

Board Member

\_\_\_\_ Yes ☒ No

Ally Forsyth

Board Member

\_\_\_\_ Yes ☒ No

Carol M. Gibson

Board Member

Duly approved at a Board meeting on 10/26/99.

OR if by Membership vote

ATTEST:

APPROVAL CERTIFIED BY



President

Carol B. Gurne  
Secretary

10217.001

**CHESAPEAKE STATION HOMEOWNERS ASSOCIATION, INC.  
(CSHOA)**

**POLICY RESOLUTION NO.3**

**ARCHITECTURAL REVIEW PROCEDURES AND GUIDELINES**

*This version approved and recorded September 2004 has been superceded.*

*See most recent version.*

**CHESAPEAKE STATION HOMEOWNERS ASSOCIATION, INC.****POLICY RESOLUTION NO. 4****VEHICLE CONTROL AND PARKING AREAS**

WHEREAS, *Paragraph Fourth* of the (Articles of Incorporation) Chesapeake Station Homeowners Association, Inc. ("the Association") provide that the Association shall have the power and authority to exercise all of the powers and privileges and perform all of the duties and obligations of the Association as set forth in the Declaration of Covenants, Easements, Charges and Liens ("the Declaration") and shall have and exercise any and all powers, rights and privileges which non-stock, non-profit Maryland corporations may now or hereafter have; and

WHEREAS, *Article VIII* of the Bylaws of Chesapeake Station Homeowners Association, Inc. ("the Bylaws") provides that the Board of Directors of Chesapeake Station Homeowners Association, Inc. ("the Board") shall have and shall exercise the powers, duties and authority vested in or delegated to the Association in the Declaration, Articles of Incorporation, and Bylaws; and

WHEREAS, to provide for the preservation and enhancement of the Property values, amenities and opportunities contributing to the personal general health, safety and welfare of residents, the Board of Directors of the Association wishes to establish a policy regarding vehicles and parking.

NOW THEREFORE, BE IT RESOLVED THAT the following policies, rules and regulations concerning vehicles and parking be adopted by the Board.

**I. DEFINITIONS**

1. An "untagged" vehicle or "abandoned" vehicle is defined as follows:

- a. Any vehicle with no tags or expired tags.
- b. Any vehicle with a flat tire for more than seven consecutive days.
- c. Any other apparently abandoned vehicle.

\* Exceptions to the above interpretation for commercial vehicles are police and emergency vehicles.

## II. RESTRICTIONS

1. Parking on the Property shall be for operable motorized vehicles only. The following vehicles/items may not be kept on the exterior of any Lot or any street within the Property subject to the Declaration: any untagged, abandoned or junk vehicle, recreational vehicle, boat or boat trailer, mobile home, trailer or fifth wheel trailer, motor home, house trailer or other self-contained camper (including any camper slip-ons where the camper backs exceed the height of the roof line of the cab of the truck by more than 12"), tractor trailer or other truck (other than a passenger van or "pickup" truck) derelict vehicle, vehicle on which current registration plates for that vehicle are not displayed, machinery or equipment of any kind or character, any pop-up camper/tent, trailer or other similar recreation oriented portable or transportable facility or conveyance, any other vehicle not defined herein which could not normally or regularly be used for daily transportation, including dune buggies, go karts, or non-operative automobile collections or other automotive equipment not licensed for use on the highways of Maryland.

2. If the owner of such a vehicle or item is known, effort will be made to personally contact the owner and the vehicle or item will be posted with notice concerning the nature of the violation and a warning of what and when sanctions will be imposed. If the owner of such a vehicle or item is not known, a notice will be placed upon such vehicle.

3. All vehicles must be kept in proper operating condition and must not be a hazard or nuisance by noise, exhaust or emission.

4. No Homeowner or guest may park a vehicle in such a manner that would "block in" another vehicle, without the consent of the blocked vehicles owner(s), or in any manner which limits access/egress to streets or Common Area parking. It should be noted that vehicles parked in designated "No Parking" areas, fire lanes, or in such a manner as to deliberately "park in" another vehicle, are subject to sanction by the appropriate County Agency.

5. No vehicle may be parked in any location other than a space intended for vehicle parking. This restriction specifically prohibits the parking or storage of vehicles on lawn areas or patio areas.



6. No vehicle of any type whatsoever should be driven on any lawn areas. This includes any vehicle used for the purpose of moving furniture and other personal property. Vehicles are prohibited on the Common Areas unless there for emergency purposes or for maintenance of the Common Areas.

7. No major repair to any vehicle, such as engine overhaul, brake relining, replacement of transmission or rear end, etc., or the painting of any vehicle, shall be permitted on any Common Area. Minor repairs or adjustments, such as the rotating of tires, adjusting the timing or idle, replacement of spark plugs, etc. may be permitted in the driveway or garage of a Dwelling. Any trash or spillage of oil or grease in connection with such repairs must be promptly removed by the responsible party.

8. Only operable motorized vehicles shall be placed on any of the parking areas. This excludes such objects as storage bins, boat cradles, construction equipment such as ladders, scaffolding, cement mixers, tar trailers, etc.

9. The excessive blowing of horns, squealing of tires, racing of engines, and exceeding the posted speed limit is prohibited.

10. No signs, initials, numbers, or any other additions or alterations to parking spaces (if any) may be painted or erected or displayed by any resident without the express written consent of the Board.

11. A vehicle parked in violation of any of the provisions of this Section I. subjects the Lot Owner to a fine, by the Board, or the Board may exercise any other enforcement action provided in the Declaration.

### III. MAXIMUM NUMBER OF VEHICLES/GARAGES

1. Residents are asked to limit to two, the number of vehicles parked on the community property on a regular basis, and shall obtain parking permits for such vehicles in accordance with EXHIBIT A attached.

2. No equipment or machinery (including, without limitation, equipment or machinery for use in connection with the maintenance of any dwelling) shall be stored in the front, rear or side yard on any Lot, or upon the Common Area.

3. No garage may be altered, modified or changed in any manner which would inhibit its function as a parking area for vehicles without the prior written approval of the Board of Directors


or the ACRC. Such written approval may only be granted upon demonstrated special need and in no event may the garage doors be removed so as to permanently alter the exterior facade of the Dwelling.

4. Members, their family, tenants and guests shall exercise good judgment and common courtesy in parking any vehicle within the community.

#### IV. RESPONSIBILITY OF ASSOCIATION

A. Nothing in this resolution shall be construed to hold the Association, the Board, the Managing Agent (if any), or the Covenants Committee responsible for damage to vehicles or loss of vehicles parked within the community of Chesapeake Station.

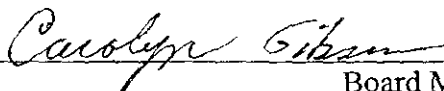
☒ Yes ☐ No

  
Board Member


☐ Yes ☐ No

\_\_\_\_\_  
Board Member

☒ Yes ☐ No

  
Board Member

☒ Yes ☐ No

  
Board Member

☒ Yes ☐ No

  
Board Member

Duly approved at a Board meeting on 10/26/99 as revised.

OR if by Membership vote

ATTEST:

  
Secretary

APPROVAL CERTIFIED BY

  
President

10217.001

## EXHIBIT A

**CHESAPEAKE STATION HOMEOWNERS ASSOCIATION**  
**P.O. Box 967**  
**Chesapeake Beach, Maryland 20732**

**COMMUNITY WATCH PROGRAM**

**PARKING PERMITS**

In conjunction with the newly instituted Community Watch Program and due to a continuing problem of overflow parking blocking our streets, the Board of Directors has authorized the purchase of parking permits for all homeowners residing in our community. In cases where homeowners rent their property, renters will be given the parking permits. In addition, on the advice of the Sheriff's Department, new signs are being placed throughout the community that will advise that parking permits are required in order to park in Chesapeake Station. Violators will be towed at their expense.

The Board has authorized the issuance of two parking permits per household. **Every vehicle which is routinely parked in Chesapeake Station must have a parking permit affixed to it.** If you need more than two parking permits, please contact a member of the Board. If your vehicle does not have a permit affixed to it, it will be subject to being towed at your expense.

The Sheriff's Department has informed us that this policy is the only way we can enforce parking restrictions in our community, which is especially important during the summer months and critical on holiday weekends.

Your cooperation is needed and appreciated.

**BOARD OF DIRECTORS**

**CHESAPEAKE STATION HOMEOWNERS ASSOCIATION, INC.****POLICY RESOLUTION NO. 5****KEEPING AND CONTROLLING OF PETS**

WHEREAS, *Paragraph Fourth* of the Articles of Incorporation of Chesapeake Station Homeowners Association, Inc. ("the Association") provide that the Association shall have the power and authority to exercise all of the powers and privileges and perform all of the duties and obligations of the Association as set forth in the Declaration of Covenants, Easements, Charges and Liens of Chesapeake Station ("the Declaration") and shall have and exercise any and all powers, rights and privileges which non-stock, non-profit Maryland corporations may now or hereafter have; and

WHEREAS, *Article VIII* of the Bylaws of Chesapeake Station Homeowners Association, Inc. ("the Bylaws") provides that the Board of Directors of Chesapeake Station Homeowners Association, Inc. ("the Board") shall have and shall exercise the powers, duties and authority vested in or delegated to the Association in the Declaration, Articles of Incorporation, and Bylaws; and

WHEREAS, the Board deems it advisable, for the benefit of the community, to establish a specific policy regarding pets within the Property; and

WHEREAS, the policy as hereinafter set forth is intended to be in furtherance of, and not in derogation of any governmental provisions; and

WHEREAS, to provide for the preservation and enhancement of the property values, amenities, and opportunities contributing to the personal and general health, safety, and welfare of residents, the Board wishes to establish a policy regarding pets;

NOW THEREFORE, BE IT RESOLVED THAT the following pet policies be adopted by the Board:

**I. DEFINITIONS/CATEGORIES**

1. "Ordinary House Pets" shall include dogs, cats, caged domestic birds, hamsters, gerbils and guinea pigs, aquarium fish, small snapping turtles and tortoises, domesticated rabbits, rats and mice, and creatures normally maintained in a terrarium or aquarium. All ordinary house pets are

permitted, subject to the Declaration, Bylaws, Rules, Regulations and Resolutions of Chesapeake Station.

2. "Unusual House Pets" shall include, without limitation, those animals not generally maintained as pets, including any reptiles, anthropoids, felines other than domesticated cats, canines other than domesticated dogs, rodents, mammals, birds (including ducks, geese, pigeons and other fowl and poultry), and other creatures other than those listed above, or not maintained in a terrarium or aquarium, specifically including but not limited to horses, ponies, goats, cows or livestock and pigs of any breed or type.

## II. GENERAL PET RULES

1. No chickens, ducks, geese, pigeons or other type or kind of fowl, nor horses, ponies, goats, cows or livestock of any kind whatsoever (including but not limited to pigs of any type or breed) may be kept, maintained, or bred on any Lot or in any Dwelling or building erected thereon. No Homeowner or resident is permitted to breed or allow breeding of fur bearing or domestic animals such as cats and dogs, etc. or to keep any livestock, poultry (including ducks and geese) or other animals for commercial breeding purposes within the community of Chesapeake Station. In no event shall any stable, hutch, barn, coop, or other housing or shelter for animals be placed or maintained upon any Common Area or Lot except attached to and part of the Dwelling at the rear of the Lot and within the house sidelines. Notwithstanding anything to the contrary herein contained, dogs, cats, and other such household pets may be kept on the Property, provided that the total of such household pets do not in the sole discretion of the Board become a danger or nuisance to the community. Except as herein elsewhere provided. Application may be made to the CSHOA Board of Directors for special exception, which exception may be rescinded at any time, and further provided that said pets are not raised or bred for any commercial purposes and that they do not create a nuisance or disturbance.

2. Except when confined within a Lot, an animal must be carried, or on a leash and attended by a responsible person.

3. Any waste deposited by the owner's animal(s) on any Common Area or upon any Lot shall be immediately removed from the Common Area or Lot by the owner or animal's attendant and properly disposed of.

4. No animal may be leashed to any stationary objects on any Common Area or Community Facility and left unattended.

5. No animal shall be permitted to cause or make noises, within or outside of buildings, of sufficient volume or duration to become a nuisance.

6. A pet owner and/or Member is responsible for any property damage, injury, or disturbance that their pet or their guest's pet(s) may cause or inflict.

7. Members are responsible for the appropriate and sanitary disposal of their dead animals.

8. All animal bites and/or attacks should be reported immediately to the Calvert County Animal Control Division and the Association's Managing Agent (if any).

9. All diseased animals should be reported to the Calvert County Animal Control Division and to the CSHOA Board or its Managing Agent (if any).

10. No Member shall inflict or cause cruelty in connection with any animal.

11. All dogs (and cats if required by County Code) must have a current registration and rabies I.D. tag, which must be attached to the collar or harness worn by the pet.

12. Every female animal, while in heat, shall be kept secured by the owner in such a manner that she will not be in contact with other animals or create a nuisance by attracting other animals.

13. All residents must abide by County Animal Control Laws at all times.

### III. PET NUISANCES

The following shall be grounds for complaint and finding of a community nuisance:

1. Pets running at large, unleashed or uncarried.
2. Pets damaging, soiling, defecating on or defiling any private property (other than that of such pet's owner) or the Common Areas, unless repaired or disposed of immediately by the owner.
3. Pets causing unsanitary, dangerous, or offensive conditions.
4. Pets making or causing noises of sufficient volume to interfere with other residents rest or peaceful enjoyment of the Property.
5. Causing or allowing any pet to molest, attack, or otherwise interfere with the freedom of movement of persons on the Common Areas, to chase vehicles, to attack other pets, or to create a disturbance in any other way.
6. Failing to confine any female animal in heat to prevent the attraction of other animals.
7. Using a vehicle as a kennel or a cage.

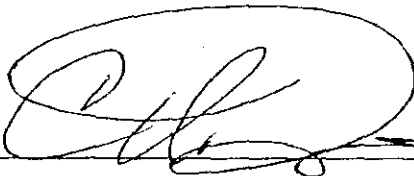
### IV. PROCEDURES FOR SOLVING PET PROBLEMS

1. Any person concerned with a pet related problem should first attempt to arrive at a solution to the problem with the pet owner in a courteous and helpful manner.

2. If personal attempts fail, the aggrieved person should submit a written signed complaint to the Association's Managing Agent (if any) or its Covenants Committee (sometimes referred to as the Architectural and Covenants Review Committee). Such complaint should contain an explanation of the problem as thoroughly as possible, identification of animal(s) and owner(s) involved, dates and times of incidents or disturbances, names and addresses of other residents who have observed the problem, and if applicable, a description of prior attempts taken to solve the problem. The Managing Agent (if any), or Covenants Committee upon receipt of a complaint shall first attempt an informal solution to the problem.

3. Penalties for violation of local ordinances relative to animals may be enforced by local authorities without regard to remedies pursued by the CSHOA Board or vice versa. Members are urged to resolve said violations by discussing the violation with the offending party and by utilizing existing governmental procedures if possible, before contacting the CSHOA Board, its Covenants Committee or the Managing Agent (if any).

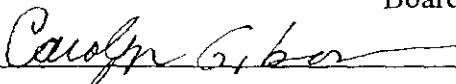
☒ Yes ☐ No

  
Board Member


☐ Yes ☐ No

Board Member


☒ Yes ☐ No

  
Board Member

☒ Yes ☐ No

  
Board Member

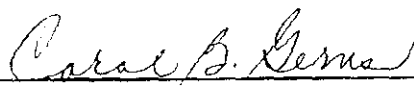
☒ Yes ☐ No

  
Board Member


Duly approved at a Board meeting on 10/26/99.

OR if by Membership vote

ATTEST:

  
Secretary

APPROVAL CERTIFIED BY

  
President

10217.001

**CHESAPEAKE STATION HOMEOWNERS ASSOCIATION, INC.****POLICY RESOLUTION NO. 6****POLICIES AND PROCEDURES FOR COLLECTION OF ASSESSMENTS**

WHEREAS Section 6 of the Declaration of Covenants, Easements, Charges and Liens ("the Declaration") for Chesapeake Station creates an obligation for Owners to pay Annual Assessments and Special Assessments to Chesapeake Station Homeowners Association, Inc. ("the Association"); and

WHEREAS Section 6 of the Declaration sets forth certain remedies in the event of default; and

WHEREAS, the Board of Directors of the Association recognizes that there is a need to establish orderly policies and procedures for the collection of said Assessments pursuant to the applicable documentary and statutory requirements and authority;

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of Chesapeake Station Homeowners Association, Inc. hereby adopts the following Assessment collection policy and procedure:

**I. COLLECTIONS**

A. Annual Assessments shall be due and payable in advance on the first day of each calendar year without necessity of further action by the Association as provided in § 6(b)(vi)(B) of the Declaration, but may be paid in installments in the sole discretion of the Board of Directors. If any owner fails to pay any installments when due, the Board may demand full payment of the remaining Annual Assessment coming due that fiscal year immediately.



B. Special Assessments shall be due and payable the later of the first day of the Assessment Year with respect to which it has been levied, or such later date as specified by the Association as provided in § 6(b)(vi)(C) of the Declaration. Any special assessment permitted may in the sole discretion of the Board of Directors be paid in installments. If not paid when due the Board may demand full payment of the remaining Special Assessment immediately.

C. The Association may permit the Annual Assessment and/or any Special Assessment to be paid in installments in accordance with a schedule which shall be determined by the Association prior to the commencement of the Assessment Year as provided in § 6(b)(vii) of the Declaration.

D. Each Owner shall furnish the Association with the owner's name and current mailing address in writing. All documents, correspondence, and notices relating to the charges shall be mailed to the address of the Owner as such address appears on the books and records of the Association. If the Owner has not designated a different address to be listed on the books and records, all such documents, correspondence, and notices shall be sent to the Owner at the address of his lot in Chesapeake Station ("the Lot").

E. If payment of any Assessment is not received by Chesapeake Station Homeowners Association, Inc. or its designated agent by the thirtieth (30<sup>th</sup>) day after it first becomes due and payable, interest on the unpaid balance thereof shall accrue from that date until paid in full at the rate of twelve percent (12%) per annum, or the highest rate of interest which from time to time is permitted by applicable law as provided in § 6(e) of the Declaration.

F. If the Association receives from any Owner any check tendered for

payment of the Annual Assessment which is returned unpaid by the Owner's bank, the Board may require that Owner to make payments thereafter by cash, certified check, cashier's check, treasurer's check or money order. A handling fee of not less than ten dollars (\$10.00) may be assessed for any personal check returned unpaid by the bank.

G. Partial payments tendered either to the Association or its attorney may be accepted, but only payment in full will stop collection proceedings, unless the Board of Directors expressly agrees otherwise. Unless otherwise specifically agreed in writing by the Board of Directors, payments will be applied in the order first to last as follows: 1) attorneys' fees , 2) collection costs, 3) interest charges, 4) other properly assessed fees and charges, 5) principal Special and Annual Assessment arrearage(s), and 6) current Special and Annual Assessments which may be due.

## II. PROCEDURE FOR NON-PAYMENT OF ASSESSMENT

A. If payment of the Annual Assessment, any installment thereof or any Special Assessment is not received by the Association by the tenth (10<sup>th</sup>) day of the month when due, the Association may send to the Owner of record a notice of the Owner's delinquency. The notice may provide the following:

1. Request immediate payment of all Assessments due of whatever nature, and advise the Owner that interest on the unpaid balance shall accrue at the rate of twelve percent (12%) per annum, or the highest rate permitted by law, from the thirtieth (30<sup>th</sup>) day after the Assessment first becomes due and payable until it is paid in full; and

2. Advise the Owner that unless payment in full is received within fifteen (15) days from the date of the notice, that the account will be forwarded to the

Association's attorney for collection and that the Owner will be responsible for all costs of collection, including attorneys' fees.

B. If payment of any Assessment, or installment thereof, is not received by the Association, the Association may send notice via certified mail to the Owner of record, that the account has not been paid, is being forwarded to the Association's attorney for collection, and that the Owner will be responsible for all costs of collection, including attorneys' fees.

C. Failure of the Association to send notice of the delinquency of an account shall not alleviate the Owner's obligation to pay the Assessment in full plus interest thereon and any costs of collection, including attorney fees, as such becomes due.

D. The Association may forward to the attorney a list of all delinquencies for collection at such time as it deems appropriate. The list sent to the attorney shall reflect the current information contained in the Association's official books and records and shall include, for each delinquent Owner, the Owner's complete name, mailing address, address of Lot owned, and a breakdown of the total fees due. Copies of all prior notices mailed to the Owner to collect the amounts due shall also be sent to the attorney. Once a delinquent account has been referred to the attorney for collection, no further billing statements, or other correspondence relating to the delinquency, shall be sent to the Owner by the Association without first notifying the attorney of its nature and content.

E. Promptly upon receipt of the list of delinquencies from the Association, the attorney may cause a title search to be conducted and will cause each delinquent Owner to be served with a demand letter or a Notice of Intention to Create a Lien pursuant to Maryland law. The letter or notice will demand payment of all Assessments due, interest at 12%, or the

maximum rate permitted by law, the actual costs of collection (including service costs), plus reasonable attorneys' fees, and any other properly assessed amount due from whatever source. Notice of the delinquency may also be sent to the mortgagee(s), if any, of the Lot. The letter will contain any and all additional information required by law.

F. The attorney will promptly advise the Association if the Owner files a Complaint in the Circuit Court for Calvert County to determine whether probable cause exists for the establishment of a lien pursuant to the Maryland Contract Lien Act. The attorney will take any and all legal action necessary to establish the lien and will promptly advise the managing agent, if any, or the Board, of hearing dates and other pertinent events. If a Court hearing is required, representatives of the Board of Directors shall be made available upon request by the attorney to testify on behalf of the Association concerning the legitimacy of all amounts claimed in the Notice of Intent to Create a Lien and concerning all other matters as deemed appropriate by the attorney. In such proceedings, the attorney shall request the Court to assess all legal expenses against the Owner for costs incurred in establishing the lien.

G. If the Circuit Court determines that probable cause exists for the establishment of the lien, the attorney will undertake to establish the lien in accordance with all laws and Paragraph III below. If the Circuit Court determines that probable cause does not exist for the establishment of the lien, the attorney will advise the Board of Directors of the decision and recommend what further action, if any, should be taken to collect the amount due.

### III. REMEDIES FOR NON-PAYMENT OF ASSESSMENT

A. If, within thirty (30) days from the service date of the Notice of Intent to Create a Lien, specified above, the delinquent Owner fails to remit the total amount due as claimed and

does not exercise the rights as stated in the information mailed by the attorney, a Statement of Lien, previously prepared by the attorney and executed by the Association, will be recorded by the attorney among the Land Records of Calvert County. The Statement of Lien shall claim all Assessments due of whatever nature, late charges, interest, collection costs, and other charges permitted by law, together with reasonable attorneys' fees.

B. Upon recordation of the lien statement among the Calvert County Land Records, the attorney may notify the mortgagee(s) and the delinquent Owner of the establishment of the lien and allow fifteen (15) days to cure the default before additional steps are taken to collect the amounts due. The attorney may evaluate the various collection alternatives, and recommend the best alternative to the Board. The Board will instruct the attorney, at that time, based upon the attorney's recommendation and all other information available, concerning what type of action, if any, should be taken to collect the amounts due.

C. If an action is filed by the Association to foreclose on a recorded Statement of Lien, payment on the delinquent account may be accepted and applied as provided above at any time until completion of the auction of the property under foreclosure. However, only full payment of all obligations of the Owner then owing to the Association, including costs and expenses of the foreclosure sale and all accrued attorneys' fees, will stop the foreclosure proceedings unless otherwise agreed in writing.

D. If a judgment for delinquent Assessments is obtained in the District Court of Maryland on behalf of the Association and is not paid, the attorney may prepare and file a Request to File Notice of (Judgment) Lien with the District Court of Calvert County and with any other jurisdiction where the attorneys know the judgment debtor owns real property. If the

Judgment is not paid in full, the attorney may send a post-judgment collection letter to the debtor demanding payment in full.

E. The Board of Directors, its attorneys and agents may take any other lawful action deemed necessary or advisable to collect any judgment or delinquent Assessment.

#### IV. GENERAL COLLECTION PROCEDURE POLICIES

A. The Association shall provide the attorney with a statement of collection costs incurred by it prior to referral, and all collection costs incidentally incurred by it thereafter. In order to facilitate any collection procedure employed, the Association will advise the attorney of any and all information available to it that pertains to the delinquent Owner, including place of employment, and bank account information.

B. The Association shall promptly notify the attorney of any payments or other correspondence it receives on behalf of the delinquent Owner while the attorney is actively involved in the collection.

C. The attorney will keep a full accounting of all legal fees and expenses paid by the law firm on the Association's behalf.

D. It is the intention of the Board of Directors that the least cumbersome, most effective method of collection be used at all times. In this regard, those employing this collection procedure are authorized to deviate from it when special circumstances indicate that such deviation is in the best interest of the Association. As such, the Board of Directors is empowered to grant a waiver of any provision herein upon a written request from an Owner alleging a compelling personal hardship. Such relief, if granted, shall be appropriately documented in the records of the Association.

E. This procedure will be reviewed periodically by the Board of Directors of the Association in consultation with its attorneys and its managing agent, if any, to ensure that the procedure is effective and in compliance with current law.

F. This procedure shall serve only as a guideline for the Association and non-compliance with any of these procedures by the Association, its Board of Directors or its attorneys, shall not mitigate or excuse the payments of assessments costs and other fees when due.

The foregoing Chesapeake Station Homeowners Association, Inc. First Amended and Restated Administrative Resolution entitled Policies and Procedures for Collection Assessments is:

Duly approved at a Board meeting on 10/26/99

OR if by Membership vote

APPROVAL CERTIFIED BY

ATTEST:

Carolyn Gibson  
Secretary

Carol D. Gerna  
President

10217.001



LR - HOA Dep Amendment  
20.00  
HOA Name: m-ches  
station  
Reference/Control #: kps216/1  
Total: 32.00  
01/27/2015 01:53  
CC04-PA  
#3779939 CC0701 -  
Calvert  
County/CC07-01.01 -  
Register 01

**AMENDMENT  
TO HOMEOWNERS DISCLOSURE  
STATEMENT FOR  
CHESAPEAKE STATION HOMEOWNERS  
ASSOCIATION, INC.**

(Original Disclosure Filing Dated May 1, 1991)

For deposit with the Circuit Court Depository for Calvert County.

1. **Policy Resolution No. 7, SNOW AND ICE  
Chesapeake Station Homeowners Association, Inc.  
(Approved December 8, 2014)**

**CERTIFICATION**

**I HEREBY CERTIFY** that I am duly authorized by the Board of Directors of the Chesapeake Station Homeowners Association, Inc., a homeowners' association located in Calvert County, Maryland, to deposit material on behalf of the Association with the Homeowners' Association Depository for the Circuit Court of Calvert County, Maryland, in accordance with the requirements of Section 11B-113 of Title 11B, Real Property Article, *Annotated Code of Maryland*.

Date:

January 23, 2015

By:

Kathleen M. Elmore  
Kathleen M. Elmore, Esquire

Return to: Elmore & Throop, P.C.  
Kathleen M. Elmore, Esquire  
5 Riggs Avenue  
Severna Park, Maryland 21146  
410.544.6644  
[kelmores@elmore-throop.com](mailto:kelmores@elmore-throop.com)

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# CHESAPEAKE STATION HOMEOWNERS ASSOCIATION, INC.

## POLICY RESOLUTION NO. 7

### SNOW AND ICE

WHEREAS, *Paragraph Fourth* of the Articles of Incorporation of Chesapeake Station Homeowners Association, Inc. ("the Association") provides that the Association shall have the power and authority to exercise all of the powers and privileges and perform all of the duties and obligations of the Association as set forth in the Declaration of Covenants, Easements, Charges and Liens of Chesapeake Station ("the Declaration") and shall have and exercise any and all powers, rights and privileges which non-stock, non-profit Maryland corporations may now or hereafter have; and

WHEREAS, *Article VIII* of the Bylaws of Chesapeake Station Homeowners Association, Inc. ("the Bylaws") provides that the Board of Directors of Chesapeake Station Homeowners Association, Inc. ("the Board") shall have and shall exercise the powers, duties and authority vested in or delegated to the Association in the Declaration, Articles of Incorporation, and Bylaws; and

WHEREAS, the Board deems it advisable, for the benefit of the community, to establish a specific policy regarding snow and ice within the Property; and

WHEREAS, the policy as hereinafter set forth is intended to be in furtherance of, and not in derogation of any governmental provisions; and

WHEREAS, to provide for the preservation and enhancement of the property values, amenities, and opportunities contributing to the personal and general health, safety, and welfare of residents, the Board wishes to establish a policy regarding snow and ice within the community;

WHEREAS, the Town of Chesapeake Beach is responsible for snow removal on all public streets in the Association, and these streets include C Street, 17th Street, Arcade Court, Bandshell Court, Carousel Way, and Dentzel Court, and will also provide limited snow removal services, as resources permit, for the Overlook parking lot, C Street parking lot and C Street



alley; and

WHEREAS, the Association has final responsibility for snow and ice removal on all Association parking areas, alleys, and common area walkways, and to insure timely response, and to maintain safe conditions of parking areas and designated walkways, the Association employs a private company for snow removal and ice treatment services.

NOW THEREFORE, BE IT RESOLVED THAT the following snow and ice policies be adopted by the Board:

1. The Association will clear within a reasonable time after the snow ends, the following areas: the Overlook parking lot, C Street parking lot, C Street alley and sidewalks adjacent to these parking areas; also to be cleared are the sidewalks and stairs leading to the Chesapeake Station shopping area, and the concrete pads surrounding each mailbox cluster. **Sidewalks east of C Street, leading between cul-de-sacs and to the Bay front, will generally not be cleared;** members and guests should not use these walkways unless they are free of snow and ice, or should only do so at their own risk.

2. Members and residents are responsible for clearing all walkways and driveways on their property. Snow removed from private property is not to be placed in public streets or in the Association's walkways, alleys, and parking areas that have been previously cleared.

3. The standards for snow removal for the parking areas, alleys and designated walkways owned by the Association are as follows:

- \* < 3 inches of snow – The Association will monitor conditions but will generally not initiate snow removal. Parking areas, alley and designated walkways will not be cleared. Exceptional circumstances may require treatment of certain areas.
- \* 3 or more inches of snow – The Association will normally begin plowing during the snow storm and will continue as needed after the snow stops. Designated walkways and stairs will generally be cleared within a reasonable time after the snow has stopped.

4. Prior to, or at the onset of, a winter snow storm, residents and members should park their vehicles off the streets and out of the way, to the extent possible, to allow snow plow access. Park vehicles in garages and driveways, if present; it will allow the snow plowing to proceed more efficiently, and reduce the risk of inadvertent damage to parked vehicles. **Vehicles parked in a manner that prevents snow plow access to alley or parking areas are subject to towing at owner's risk and expense.**

5. Members and residents of townhomes should use the parking spaces closest to the townhomes first, leaving more distant spaces open for piling snow out of the way, if needed. This is especially important when heavy snow fall is anticipated. In the Overlook, leave the southernmost spaces next to 17th street open to the extent possible for snow piles. **Vehicles parked in a manner that prevents snow plow access to alley or parking areas are subject to towing at owner's risk and expense.**

<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<u>Paul F. Doherty</u>	Board Member
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<u>James Doherty</u>	Board Member
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<u>John Doherty</u>	Board Member
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<u>Chris Doherty</u>	Board Member
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<u>Paul Doherty</u>	Board Member

Duly approved at a Board of Directors meeting on 8 December 2014.

APPROVAL CERTIFIED BY

[Signature]

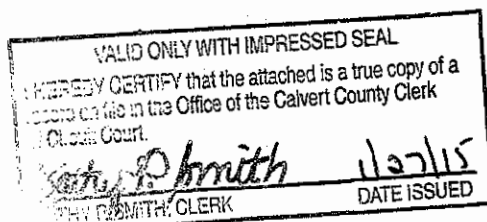
President

ATTEST:

[Signature]

Secretary

10217.001





LR - HOA Dep Amendment  
20.00  
HOA Name: m-ches  
station  
Reference/Control #: kps216/1  
Total: 32.00  
01/27/2015 01:53  
CC04-PA  
#3779939 CC0701 -  
Calvert  
County/CC07.01.01 -  
Register 01

**AMENDMENT  
TO HOMEOWNERS DISCLOSURE  
STATEMENT FOR  
CHESAPEAKE STATION HOMEOWNERS  
ASSOCIATION, INC.**

(Original Disclosure Filing Dated May 1, 1991)

For deposit with the Circuit Court Depository for Calvert County.

1. **Policy Resolution No. 7, SNOW AND ICE  
Chesapeake Station Homeowners Association, Inc.  
(Approved December 8, 2014)**

**CERTIFICATION**

**I HEREBY CERTIFY** that I am duly authorized by the Board of Directors of the Chesapeake Station Homeowners Association, Inc., a homeowners' association located in Calvert County, Maryland, to deposit material on behalf of the Association with the Homeowners' Association Depository for the Circuit Court of Calvert County, Maryland, in accordance with the requirements of Section 11B-113 of Title 11B, Real Property Article, *Annotated Code of Maryland*.

Date:

*January 23, 2015*

By:

*Kathleen M. Elmore*  
Kathleen M. Elmore, Esquire

Return to: Elmore & Throop, P.C.  
Kathleen M. Elmore, Esquire  
5 Riggs Avenue  
Severna Park, Maryland 21146  
410.544.6644  
[kelmore@elmore-throop.com](mailto:kelmor@elmore-throop.com)

10217.000

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# CHESAPEAKE STATION HOMEOWNERS ASSOCIATION, INC.

## POLICY RESOLUTION NO. 7

### SNOW AND ICE

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WHEREAS, the Board deems it advisable, for the benefit of the community, to establish a specific policy regarding snow and ice within the Property; and

WHEREAS, the policy as hereinafter set forth is intended to be in furtherance of, and not in derogation of any governmental provisions; and

WHEREAS, to provide for the preservation and enhancement of the property values, amenities, and opportunities contributing to the personal and general health, safety, and welfare of residents, the Board wishes to establish a policy regarding snow and ice within the community;

WHEREAS, the Town of Chesapeake Beach is responsible for snow removal on all public streets in the Association, and these streets include C Street, 17th Street, Arcade Court, Bandshell Court, Carousel Way, and Dentzel Court, and will also provide limited snow removal services, as resources permit, for the Overlook parking lot, C Street parking lot and C Street



alley; and

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NOW THEREFORE, BE IT RESOLVED THAT the following snow and ice policies be adopted by the Board:

1. The Association will clear within a reasonable time after the snow ends, the following areas: the Overlook parking lot, C Street parking lot, C Street alley and sidewalks adjacent to these parking areas; also to be cleared are the sidewalks and stairs leading to the Chesapeake Station shopping area, and the concrete pads surrounding each mailbox cluster. **Sidewalks east of C Street, leading between cul-de-sacs and to the Bay front, will generally not be cleared;** members and guests should not use these walkways unless they are free of snow and ice, or should only do so at their own risk.

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- \* 3 or more inches of snow – The Association will normally begin plowing during the snow storm and will continue as needed after the snow stops. Designated walkways and stairs will generally be cleared within a reasonable time after the snow has stopped.

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<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<u>Paul F. Doherty</u>	Board Member
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<u>James Doherty</u>	Board Member
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<u>John Doherty</u>	Board Member
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<u>Chris Doherty</u>	Board Member
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<u>Paul Doherty</u>	Board Member

Duly approved at a Board of Directors meeting on 8 December 2014.

APPROVAL CERTIFIED BY

[Signature]

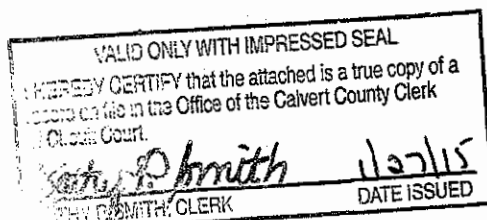
President

ATTEST:

[Signature]

Secretary

10217.001



Chesapeake Station Homeowners Association, Inc.  
Policy Res. No. 7 (Snow and Ice)  
Page 3 of 3

**AMENDMENT  
TO HOMEOWNERS DISCLOSURE STATEMENT  
FOR**

**CHESAPEAKE STATION HOMEOWNERS  
ASSOCIATION, INC.**

(Original Disclosure Filing Dated May 1, 1991)

For deposit with the Circuit County Depository for Calvert County.

**1. Policy Resolution No. 3, Architectural Review Procedures and Guidelines**

(Approved May 2, 2016)

LR - HOA Dep Amendment 25.00  
HOA Name: chesapeake  
station homeowners  
assn inc  
Reference/Control #: 224/1  
Total: 33.50  
05/19/2016 03:39 CC04-KB  
#6179965 CC0701 -  
Calvert  
County/CC07.01.01 -  
Deed/CC07.01



**CHESAPEAKE STATION HOMEOWNERS ASSOCIATION, INC.**  
**(CSHOA)**

**POLICY RESOLUTION NO. 3**

**ARCHITECTURAL REVIEW PROCEDURES AND GUIDELINES**

This resolution provides information to Chesapeake Station homeowners about requesting approval to make external changes to their property. It is intended to serve as a guide for the homeowner in making exterior improvements in harmony with the immediate neighborhood and Chesapeake Station as a whole. The rules described in this resolution address types of improvements, and the submission of applications to the Architectural Committee. All external changes regardless of their nature should be discussed among immediate neighbors to ensure community harmony. This resolution will:

- Help homeowners prepare the application for the Architectural Committee.
- Provide uniform guidelines for the Architectural Committee when reviewing applications.
- Describe the procedures for ensuring architectural standards established by the Chesapeake Station governing documents, namely the *Declaration of Covenants, Easements, Charges, and Liens of Chesapeake Station and the Articles of Incorporation and the Bylaws of the Chesapeake Station Homeowners Association*, as amended.
- Illustrate design standards to aid homeowners

If procedures in this resolution are not followed, the homeowner may be required to restore any unapproved addition, change or alteration to the original condition at the homeowner's expense, in addition to other possible sanctions or remedies. This resolution derives its authority from the Chesapeake Station governing documents. In case of disagreement between those documents and this Resolution, the Declaration, Articles of Incorporation, and Bylaws take precedence, in that order. At the time of settlement, every seller of a Chesapeake Station property is required to provide the new Chesapeake Station property owner (the buyer) a copy of the governing documents and Resolutions.

## I. PROCEDURES FOR REQUESTING APPROVAL

1. **Submission:** All homeowners are responsible for assuring that any external changes or additions to their property are made in accordance with the provisions in this Resolution. All changes must have prior approval of the Board or Architectural Committee. Any exterior addition, change, or alteration made without written approval is subject to sanctions by the Board of Directors in accordance with the powers granted to the Board by Federal and State law and the Chesapeake Station governing documents. Approval is also required when an existing item is removed. The homeowner must submit two copies of the request for approval to the Architectural Committee using the form provided by the Architectural Committee before an external change of any kind may be started on any property site or home in Chesapeake Station. The request must show the nature, kind, shape, height, materials, and location of the project. This includes, but is not limited to changes for:

- Fences
- Decks and Patios
- Shingles
- Chimneys
- Attic Ventilators
- Exterior Storage and Structures
- Exterior lighting
- Exterior Paint or Stain
- Windows, Frames, and Doors
- Siding
- Flagpoles
- Antenna and Satellite Dishes
- Driveways
- Firewood
- Signs
- Landscaping
- Solar Collectors and Supporting Hardware

2. **The Approval Process:** The Board or the Architectural Committee can disapprove any plans or specifications that are not suitable or desirable. Homeowners are responsible for obtaining all required governmental permits and to abide by all local building and zoning codes. The Architectural Committee will not knowingly approve a project that is in violation of the local building or zoning codes. The Architectural Committee, will take into consideration the:

- a) use and suitability of the proposed structure, addition, change or alteration,
- b) harmony of external design and location in relation to surrounding structures, topography, building site, and materials,
- c) conformity with the Chesapeake Station HOA governing documents,



d) effect the change may have on the view from adjacent, neighboring, or common property.

Approval by the Architectural Committee relates to the appearance of the proposed change and its color and overall harmony with other homes in the community. The approval does not imply correctness of location, structural integrity, adequacy of drainage, or impact on utilities - all of which depend on professional surveys and engineering submitted by the homeowner. Neither the Architectural Committee nor the Chesapeake Station Homeowners Association, Inc. assumes any responsibility for the safety or suitability of new construction by virtue of an approved project. The Architectural Committee will attempt to act on the preliminary submission and to respond to the applicant within thirty (30) days of the formal written receipt. If the Architectural Committee fails to explicitly approve or disapprove in writing any request within sixty (60) days after receiving the complete written request, the request will be considered approved by default, unless such request is for a project that would result in a direct violation of the Chesapeake Station governing documents. Architectural Committee decisions, including establishment of policies, standards or guidelines, may be appealed to the CSHOA Board of Directors in writing by an aggrieved member.

3. **Applications:** A request for each alteration, modification or addition must be submitted in writing to the Architectural Committee. Applications must be filled out completely and, where applicable, accompanied by drawings and other attachments that are neat, legible, and complete. Proposed modifications must also be discussed by submitters with their neighbors to ensure local neighborhood harmony and that there are no Bay view or privacy issues with the planned changes.
  - a. Architectural Change Request Application forms may be obtained by contacting an Architectural Committee member or by sending a request to the Chesapeake Station Homeowners Association, Inc. at Post Office Box 967, Chesapeake Beach, Maryland 20732.
  - b. Owners are responsible for obtaining all the necessary government permits and adhere to all pertinent governmental regulations, in addition to CSHOA requirements.
  - c. A site plan is required as part of many applications. A site plan is a scaled drawing of the subject lot (site) that shows dimensions of the property, adjacent properties, if applicable, and all improvements including those covered by the application. The baseline site plan

may be the plat plan provided when the lot was purchased. Complex applications may require larger scale (20 or 10 scale) of the plat plan of county approved development plans, or a private survey of the lot.

- d. Where the change affects common utilities or involves temporary interruption of common utility service, applicants are required to coordinate in advance and make arrangements with all neighbors affected and the Association's Managing Agent, if any.
- e. For boundary relocations and/or any change to a Party Wall or Fence a pre-design conference and the preliminary submission of the following may also be required:
  - Letter of Intentions
  - Preliminary drawings
  - Site Plans
  - Construction Schedule
  - Proof of review of the Proposal by Adjoining Lot Owner(s) as indicated by adjoining Owner's signature on the application form. The Architectural Committee may, at its option, also poll other Owners to solicit their opinion. However, Architectural Committee decision is not bound by either the approval or disapproval of neighbors or other owners.
  - Names, telephone numbers and addresses of contractors and mechanics

At the final submission of drawings the following will be required:

- Final drawings
- Proposed contracts
- Location or storage site of building materials
- Temporary access, if any
- Certificate of liability insurance of contractors or mechanics.

On projects where the owner is performing the work without insured contractors or mechanics, the owner is responsible for any liability pertaining to the project.

- f. The Architectural Change Request Application should be forwarded to the Architectural Committee by the homeowner as early as possible to allow a reasonable opportunity for review and then receipt of the response by the Homeowner before any work on the structure, change or alteration is started.
- g. All applications (two copies) should be mailed to Chesapeake Station Homeowners



Association, Inc., Post Office Box 967, Chesapeake Beach, Maryland 20732, or given to an Architectural Committee member. No oral requests will be considered and no oral decision may be considered valid.

- h. If construction does not start within six months of the approval the approval will automatically expire and a new application must be submitted.
- i. If a change is necessary during construction a request for the change must be submitted to the Architectural Committee and approved before the change is commenced.
- j. The project must be completed within six months of starting unless an extension is approved by the Architectural Committee.
- k. Failure to comply with this Resolution, subjects the Owner to the remedies, at Owner's expense, set forth in the Chesapeake Station governing documents, including but not limited to:
  - a) lawsuit for injunctive relief and damages,
  - b) removal of the change and restoration of the area at owner's expense,
  - c) fines, liens, and other legal remedies.

## **II. RESULTS AND APPEAL**

- 1. A copy of the application and the written approval decision of the Architectural Committee or CSHOA Board of Directors will be sent via the United States Postal Service to the address on the application or delivered in person to the Owner.
- 2. If a proposal is rejected, the reason(s) for disapproval will be stated in writing.
- 3. The applicant may request reconsideration, if new or additional information that might clarify the request or demonstrate its acceptability can be provided.
- 4. The Architectural Committee, Board of Directors, or the Managing Agent (if any) may inspect the property and may issue a Letter of Compliance, or the homeowner may request that a letter be issued.
- 5. Committee decisions may be appealed to the CSHOA Board of Directors upon written request of an aggrieved homeowner.
- 6. A written request for an appeal must be submitted within 10 days of the Architectural Committee decision by any homeowner affected by the decision. Appeals should be sent to

the P. O. Box for the CSHOA or given to a CSHOA Board member. A majority of the full Board of Directors is required to reverse the decision of the Architectural Committee.

7. Each application is reviewed on an individual basis, as it relates to the Chesapeake Station governing documents and must be signed by the Homeowner. No applications from tenants or occupants will be considered unless approved and signed by the Homeowner.
8. The Architectural Committee evaluates all submissions based on the guidelines outlined in the CSHOA governing documents, which includes but is not limited to:
  - a. Validity of Concept - The basic idea must be appropriate to its surroundings.
  - b. Design compatibility - The architectural characteristics of the applicant's house, adjoining houses, and the neighborhood setting.
  - c. Scale - The size (in three dimensions) of the proposed alteration should relate well to adjacent structures and its surroundings.
  - d. Materials - Use of the same or compatible materials as in the original construction of the house.
  - e. Workmanship - The quality of work should be equal to, or better, than that of the surrounding area.
  - f. Timing - Projects must be completed in the time approved by the Architectural Committee.

### III. GUIDELINES

Property ownership includes the responsibility for maintenance of all structures and grounds that are part of the property. The CSHOA expects that all homeowners will complete necessary maintenance to prevent any unsightly or unsafe conditions from occurring in Chesapeake Station. The following represent some example conditions that are considered undesirable and also offers suggestions for exterior maintenance:

- Peeling paint on any exterior surface
- Fences and gates with either broken or missing parts
- Decks or under deck enclosures in need of maintenance or repair
- Concrete or masonry block foundations and or party walls in need of repair
- Walkways and driveways in need of repair or replacement

- Broken or cracked windows, or torn screens
- Broken, corroded or cracked lighting fixtures
- Siding/Shingles in need of repair or replacement
- Mowing - Turf areas need to be mowed at regular intervals, with a recommended maximum height of four (4) inches, and a minimum height of two (2) inches.
- Weeds must be kept under control.
- Planted beds must be kept in a neat and orderly manner.
- Each resident is responsible for picking up litter on their lot and preventing any debris from originating on their property.
- At no time is any CSHOA Common Area to be considered or used as a dumping ground for anything.
- Each Homeowner is responsible for protecting against erosion and ensuring that storm drain structures are not blocked or restricted so as to cause problems or erosion or standing water. Each homeowner is responsible to ensure that run-off water from his/her property does not do damage to neighboring property or common land.

Anyone desiring to change the exterior appearance of his or her home must submit a written request to the Architectural Committee. Construction equipment and materials should be stored so that their view from neighboring properties is minimized. No debris may be allowed to accumulate during construction, and any excess material must be immediately removed after completion of construction. The following information is provided to guide you as you make your decision to refinish the exterior of your home.

1. **Fences** may be no more than six feet high and conform to other approved fencing in Chesapeake Station.
  - a. Fence style should be board on board, constructed with quality materials and maintained appropriately. Gates must be compatible with fencing design and materials. Fencing of vinyl or composite material, which mimics wooden fencing may be approved.
  - b. Fences must not impede surface drainage, must follow the grade of the yard, and not encroach on CSHOA Common Areas. Fences must follow the property line and may not extend forward of the rear of the building line of the dwelling.

## 2. **Decks And Patios**



- a. Ground level patios and raised decks may not encroach on neighboring yards or on the Common Areas.
- b. Raised decks include an under deck area which has a visual impact on neighbors in the surrounding area. Storage under decks must be screened from view and have an uncluttered appearance. Kayaks and canoes stored under decks must be neatly suspended from the deck or hidden within a fenced courtyard.
- c. Flooring of ground-level patios may be composed of concrete, brick, stone, wood, or synthetic materials that mimic these choices. Other horizontal or vertical members of decks and patios should be natural appearing, and constructed of weather resistant material. Painting of natural wood decks or patios with approved colors is optional.
- d. Size of decks or patios may not exceed the width of the dwelling structure and may not extend past the house sidelines. Any stairs or steps needed should be included in the total width (and depth) with the exception that steps connecting the entrance of the home with the rear/side deck is permitted.
- e. Any change in grade or other conditions which may affect drainage must be indicated in the application. Changes in drainage must not adversely affect adjoining properties. In all cases serious consideration should be given to using porous materials or providing mulched beds to offset drainage or standing water problems. It is advisable to securely border mulched or bedding areas to avoid eroding of substrate materials into neighbors' yards or the Common Areas.
- f. Brick patio applications should include details such as; thickness, design, color and overall dimensions of the bricks.

3. **Shingles and Roofs** of any addition must match the slope, color, design and texture of the existing roof on the applicant's house. Replacement shingles must also match.

4. **Chimneys** must be enclosed in the same materials as the exterior of the buildings and must conform to the size and shape of original chimneys.

5. **Attic Ventilators**

The location of attic ventilators should be on the least visible side of the roof ridgepole. It must have a low profile, not protrude more than 12" above the roof, and not be of the revolving type. Exterior covers for ventilators are not permitted.



## 6. Exterior Storage, Structures, and Objects

Trailers, tents, shacks, barns, pens, kennels, runs, stables, sheds, or other buildings may not be erected, used or maintained on any lot at any time unless within a courtyard and not over six feet in height. External liquid propane tanks for gas fireplaces or heaters are permitted, but must be screened using lattice, plantings, fencing, or siding (to match the home) that screens views of the tanks from neighbors' properties and common areas. An Architectural Change Request must be submitted to the Architectural Committee for approval prior to installation of any external tanks.

## 7. Exterior Lighting

No high intensity exterior lighting should be directed outside the applicant's property except to streets or Common Areas. Light fixtures that are proposed to replace fixtures should be compatible with neighboring homes, and conform to other approved lighting in Chesapeake Station.

## 8. Exterior Paint or Stain

The architectural committee must approve all changes to exterior color or style. Homes purchased after April 30, 2003 which have wood siding that has not had exterior paint or stain applied previously must be treated within one year with one of the approved methods listed in this resolution. Exterior wood treatment possibilities are:

- a. The wood can be cleaned and then sealed with a clear sealant.
- b. The wood can be cleaned and then treated with a semi-solid or solid color stain.
- c. The wood can be painted with the colors listed below. Any manufacturer's paint is acceptable as long as that manufacturer can formulate the paint to match these colors:
 

• Beechwood Gray	Sherwin-Williams	• Pewter	Olympic
• Ironwood	Sherwin-Williams	• Sausalito Gray	Benjamin Moore
• Kings Canyon	Sherwin-Williams	• Driftwood	Sherwin Williams
• River Birch	Sherwin-Williams	• Creek Side Green	Benjamin Moore
• Woodsmoke Gray	Sherwin-Williams	• Meadowbrook	Sherwin-Williams
• Smoke Tree	Sherwin-Williams	• Sandcastle	Sherwin-Williams
		• Summer House Beige	Sherwin Williams

Note: Paint colors which match the colors of approved vinyl siding and fiber cement

board siding may be approved.

**9. Exterior Windows, Frames, Doors, and Garage Doors.**

New and/or replacement windows and doors must match the existing configuration in the home. An exception is that sliding doors and French doors are permitted on decks and patios. All window frame colors in the home should match, including sliding doors. If vinyl covered windows are added or used, the frames must be in earth tones that are complementary with the siding color. Appropriate complementary colors are those listed in Section 8 or Section 10 of this Resolution. An exception is that white vinyl window frames are permitted. Window and door trim must match the color of the siding or be two shades lighter or darker. If white sliding doors or storm doors are selected, then white vinyl window frames must also be used for consistency. An alternative to painting windows white is to paint sliding doors to match existing window frame color. All doors and window alterations or additions require an application. A photo or drawing of the proposed door must be submitted with the application.

- a. Garage doors are to be painted dark brown or a color that is complementary (upon approval of the Architectural Committee) to the siding color on the home, kept in good repair, and closed except when in use.
- b. Front, patio and deck doors other than sliding doors will be painted to be complementary to the exterior of the home. Sliding door frames must match the color of the window frames. No black, gray aluminum or jalousie styles will be permitted.
- c. Only 1/2, 3/4, or full glass storm doors are acceptable.
- d. Material and design must be of quality construction. No louvered window types will be permitted. No door or window bars are permitted on the exterior of the home.
- e. No metal awnings may be installed or maintained over the front or side porches and windows of any dwelling. Fixed canvas awnings over front doors and retractable canvas awnings over decks are permitted. Awning patterns and colors must be compatible with the overall look of the residence.

**10. Siding may be composed of wood, vinyl, or fiber cement board (e.g. Hardie Plank)**

- a. Wood siding must be natural cedar material matching the original construction and treated in accordance with Item 8 above.
- b. Vinyl siding must meet the following criteria:



1. Must have natural relief cedar wood grain finish. "Streaked" or Smooth surface vinyl siding is not be permitted.
  2. Must be applied to and cover all exterior sides of a residence. Siding around windows and doors must resemble dimensions of the original construction wood siding, i.e. 4" or 5" trim and not "j-channel", and covered in a similar fashion to the soffits, fascia and vertical end caps..
  3. Colors other than natural earth tones closely matching wood stains presently approved by the Chesapeake Station Homeowners Association will not be permitted.
  4. Painted vinyl siding will not be permitted
  5. Three standard vinyl profile styles are permitted: Double 4" or Double 5", representing overlapping cedar boards, and Dutch lap siding.
  6. Vinyl siding must meet or exceed all standards set by Alcoa for its Premium vinyl siding or equivalent.
- c. The vinyl siding that meets the established criteria as stated above is Alcoa Grand Sierra. It combines the look of natural stained cedar while having long-term performance and durability. Vinyl siding minimum standards are based on the standards set by Alcoa's Grand Sierra vinyl siding product, and are as follows:
1. The preferred sidings are Clapboard profile with: Double 4", double 5", or Dutch Lap; .5" butt edge; .044" thickness or better; cedar finish. Please ensure that your contractor follows these guidelines closely, any other style of siding conflicts with community aesthetics.
  2. Must equal or exceed Alcoa's Warranty or equivalent:
    - a) 25-year fade protection
    - b) If the products are defective, they will repair or replace them (labor included)
    - c) Products are covered for a lifetime or as long as you own your home
    - d) If you sell your home, it is transferable as a 50-year non-prorated warranty
  3. Never needs painting or staining
  4. Must not absorb water (will not warp, crack split or rot)
  5. Must be impervious to wood-boring insects, fungus and mildew
  6. Must have superior resistance to impact, weather extremes, pollutants and UV

light

7. Must have a manufacturing process that meets or exceeds the following layering
    - a) Solid Vinyl Substrate
    - b) Thermal Mechanical Weld Coat 2
    - c) Thermal Mechanical Weld Coat 1
    - d) Print Coat 2 (shading/undertones)
    - e) Print Coat 1 (grains/ticking)
  8. Kynnar 500 (clear coat)
- d. Fascia, Soffits, End Caps and Rain Removal Systems:
1. Fascia and soffits must be of vinyl or aluminum and the same color as the siding, or two shades lighter or darker.
  2. Rain removal systems must be of a quality equal to that of the vinyl siding and in a color complementary to the fascia and soffits.
  3. Vertical end caps on all corners must be covered similarly to soffits and fascia and with the same color.
- e. Approved Vinyl Siding Colors:
- |                   |                   |
|-------------------|-------------------|
| • Aspen Gray      | Gray              |
| • Glacier Blue    | Weathered Blue    |
| • American Walnut | Medium Dark Brown |
| • Timber Stone    | Weathered Brown   |
| • Woodland Green  | Weathered Green   |
| • Natural Cedar   | Gray brown        |
| • Cape Cod Grey   | Medium gray       |
| • Sierra Clay     | Gray              |
- f. A homeowner may present vinyl siding of a different manufacture and/or color to the Architecture Committee for consideration. A sample and specifications must accompany any submittal. Details of the Alcoa siding can be found at [www.alcoahomes.com](http://www.alcoahomes.com)
- g. Fiber cement board siding (Hardie Plank, etc.) is a cement composite prefinished in permanent colors. The following earth tone colors are approved:
- |                   |                  |
|-------------------|------------------|
| • Sandstone Beige | • Monterey Taupe |
|-------------------|------------------|

- Timber Bark
- Boothbay Blue
- Khaki Brown
- Woodstock Brown
- Evening Blue
- Light Mist

11. **Flagpoles** that are permanent are not permitted. Flagpole brackets attached to the front or rear of the home for temporary flag placement are permitted.

12. **Antennae, Satellite Dishes, Other Projections**

Except as may be required by superior law, antennae other than satellite dishes must be maintained entirely within the dwelling and not visible from the exterior. Satellite dishes that are one meter or less in diameter may be installed if they do not interfere with another homeowner's view of the Bay. Satellite dishes larger than one meter are prohibited. Satellite dishes may not be installed such that the bottom of the dish is more than one foot above the roof surface or so as to encroach upon common areas or another owner's property. Other projections (e.g. weather stations) may not extend more than one meter above the roof surface or encroach upon common areas or another owner's property.

13. **Driveways** must be maintained in good condition and repair, to include; removing excess oil and repairing cracked or damaged driveways. Vehicles may not be parked on lawn areas.

14. **Firewood** should be kept neatly stacked and located in the rear yard of the dwelling. The stack (not to exceed two cords) must not exceed fence height and the stack must not encroach on the Common Areas.

15. **Real Estate/Rental Signs**

- a. Real estate signs must meet County regulations with respect to size, content and time for removal.
- b. Signs may only be placed in the front yard of the property and not on any Common Area.
- c. Political signs may be placed on a lot in accordance with state and local laws.

16. **Landscaping and Vegetable Gardens**

The view from neighboring lots and the shade patterns should be considered when placing landscaping or gardens. The height of plants or trees placed after 1 September 2015 may not exceed twelve (12) feet when matured. All gardens must be neatly maintained throughout the growing and/or blooming seasons; this includes the removal of all unused



stakes, trellises and dead growth. Care should be exercised to prevent obstruction of sight lines required for vehicular and pedestrian traffic.

- a. An application with a site plan showing the location of ties or timbers drawn in and information on landscaping plans is required for any changes in grade of 12" in height is requested.
- b. Vegetable or flower gardens must not have plants or vegetables that are harmful or toxic to humans or animals.
- c. Vegetable or flower gardens must be located between the rear line of the house and the rear property line (and not exceed 25% of this area) and not encroach neighbors yards or the Common Area.
- d. Vegetable or flower gardens must not be planted on a grade exceeding a ratio of five (5) feet to one hundred (100) feet.
- e. Vegetable or flower gardens must not damage property below or above them through the flow of water or chemicals.

#### **17. Solar Panels**

A Homeowner may install a solar collector system on his/her roof as permitted by Maryland Law (Real Property Annotated Code of Maryland: Section 2-119 [a] and H.B. 117, April 2008). The following provisions also apply:

- a. Panels must be installed no higher than 10" above the roof surface and run parallel along it.
- b. The installation must provide a minimum of 12" clearance between the edge of the solar panels and the roof edge, roof peak, and neighboring townhome walls. This is to allow for maintenance access.
- c. All supporting hardware and conduit must be painted to blend with the siding or roof color.
- d. Supporting electrical equipment (e.g. batteries, inverters, timers, etc.) and all conduits must be properly secured and hidden from view to the extent reasonably possible.  
Landscape screening may be required by the Architectural Committee.
- e. Design drawings must be furnished which show dimensions of the roof and the solar panels when installed.
- f. All County, and Town permit and inspection requirements must be met.

#### IV. ENFORCEMENT

1. It is the responsibility of the CSHOA Board of Directors to see to it that each violation of the rules and principles set forth in this resolution and/or the various rules and regulations adopted by the Board and the Founding Documents is promptly addressed.
2. The enforcement authority and possible courses of action available to the Board of Directors are outlined in the Chesapeake Station governing documents, as amended.
3. If any provision of this resolution is ruled invalid, the remainder of these rules remain in full force and effect.

V. APPROVAL

<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/> No	<u><i>Michael</i></u> Board Member
<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/> No	<u><i>Elizabeth Henderson</i></u> Board Member
<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/> No	<u><i>Charles Fitchard</i></u> Board Member
<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/> No	<u><i>Paul F. Doherty</i></u> Board Member
<input type="checkbox"/>	Yes	<input type="checkbox"/> No	_____ Board Member

Duly approved at a Board of Director meeting on May 2, 2016.

OR if by Membership vote APPROVAL CERTIFIED BY: \_\_\_\_\_  
President

ATTESTED TO BY: \_\_\_\_\_  
Secretary