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

Attachment to Depository Filings – the following Resolution duly adopted by the Board of Directors April 3, 2002:

3 Architectural Review Procedures and Guidelines (Amended)

AMENDMENT TO HOMEOWNERS DISCLOSURE STATEMENT FOR

CHESAPEAKE STATION HOMEOWNERS ASSOCIATION, INC.

(Original Disclosure Filing Dated May 1, 1991)

RECORDING FEE 50.00
TOTAL 50.00
Rcpt # 51141
Blk # 793
Oct 12, 2000 02:36 PM

For deposit with the Circuit Court Depository for Calvert County.

Attachments to Depository Filings - all the following Resolutions duly adopted by the Board of Directors October 26, 1999:

1. Policy Resolution Index - Section 1
2. Regulation of Family Daycare Homes
3. Architectural Review Procedures and Guidelines
4. Vehicle Control and Parking Areas
5. Keeping and Controlling of Pets
6. Collection of Assessments

Return to: *Elmore & Associates, P.A., Kathleen M. Elmore, Esquire, P. O. Box 6488, Annapolis, Maryland 21401*

10217.001

CHESAPEAKE STATION HOMEOWNERS ASSOCIATION

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BOOK 57 PAGE 02

SECTION 1 OF
BOOK OF RESOLUTIONS

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POLICY RESOLUTIONS

No.	Name	Date Passed
1	Book of Resolutions	1/3/01
2	Regulation of Family Daycare Homes	10/26/99
3	Architectural Review Procedures and Guidelines (Amended)	4/3/02
4	Vehicle Control and Parking Areas	10/26/99
5	Keeping and Controlling of Pets	10/26/99
6	Collection of Assessments	10/26/99

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 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 1/3/01.
OR by Membership vote.

APPROVAL CERTIFIED BY

ATTEST:

President

Secretary 1/3/01

10217.001

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 X No _____
Board Member

_____ Yes _____ No _____
Board Member

_____ Yes X No Carol B. Gerns
Board Member

_____ Yes X No Alex Rosenthal
Board Member

_____ Yes X No Carolyn M. Gibson
Board Member

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

OR if by Membership vote

APPROVAL CERTIFIED BY

_____
President

ATTEST:

Carol B. Gerns
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 Carolyn Gibson
Board Member

✓ Yes _____ No Carol B. Gerns
Board Member

✓ Yes _____ No _____
Board Member

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

OR if by Membership vote

APPROVAL CERTIFIED BY

_____
President

ATTEST:

Carol B. Gerns
Secretary

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 Carolyn G. Gibson
Board Member

✓ Yes ____ No Carol B. Gerna
Board Member

✓ Yes ____ No _____
Board Member

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

OR if by Membership vote

APPROVAL CERTIFIED BY

_____
President

ATTEST:

Carol B. Gerna
Secretary

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 (30th) 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 (10th) 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 (30th) 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

Carol D. Perns

President

ATTEST:

Carolyn Gibson

Secretary

10217.001

216 PAGE 01

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

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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.**

✓ Yes	___ No	Paul F. Doherty	Board Member
✓ Yes	___ No	Charles Fitchard	Board Member
✓ Yes	___ No		Board Member
✓ Yes	___ No		Board Member
✓ Yes	___ No		Board Member

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

APPROVAL CERTIFIED BY

ATTEST:

President

Secretary

10217.001

VALID ONLY WITH IMPRESSED SEAL
I HEREBY CERTIFY that the attached is a true copy of a record on file in the Office of the Calvert County Clerk of Circuit Court.
Kathy P. Smith
KATHY P. SMITH, CLERK
12/22/14
DATE ISSUED