

## ARTICLE 7

### OPERATION OF THE PROPERTY

#### **Article 7.1 Upkeep of Common Area.**

- (1) **General.** The Association shall be responsible for the management and Upkeep of all of the Common Area and Recreational Facilities, the cost of which shall be assessed against all Lots as a Common Expense, as herein provided. Such Upkeep shall include without limitation grass cutting and lawn maintenance, and garbage removal if the same is not provided by Charles County. All facilities located on the Common Area including without limitation bus shelters, entrance walls and features and landscaping, etc. shall also be maintained by the Association. The Association shall be responsible for the Upkeep of certain landscaped areas along the boundaries of certain Lots as may be determined by the Board of Directors the cost of which shall be a Common Expense. The Association shall also be responsible for Upkeep of the Recreational Facilities, the cost of which shall be a Common Expense. The Association shall not have any responsibility for the Upkeep of any Lot except for those responsibilities and duties specifically enumerated within the Association Documents. If the Board of Directors determines that certain Upkeep was necessitated by the negligence, misuse or neglect of an Owner or for which an Owner is responsible pursuant to Article 11 or any other provision of the Association Documents, the cost of such Upkeep shall be assessed against such Owners Lot pursuant to Article 11 hereof. The Board of Directors shall establish the standard for Upkeep of the Common Area in its sole discretion.
- (2) **Storm Water Management.** The Declarant may construct or create easements improvements and facilities for storm water management control. The Association may post signs prohibiting swimming, wading, skating or other similar uses of storm water retention ponds. The Declarant shall provide Upkeep for any storm water retention ponds and all easements, improvements and facilities for storm water management at its sole expense until the earlier of: **(a)** release from all bonds and surety therefore provided to the Charles County, Maryland or any other governmental authority, **(b)** the end of the Declarant Control Period or the conveyance of such stormwater management facilities to the Association if required by governmental authorities. Thereafter, the Upkeep of the storm water drainage easements, storm water retention ponds and related improvements and facilities for storm water management shall be a Common Expense of the Association. The Owner of any Lot on which there is located an easement for storm water drainage or control shall be responsible for the following items of maintenance, where applicable: grass mowing with reasonable frequency and the removal of debris and other matter to the best of Owner's ability where such debris or matter has impeded or threatens to impede the free flow of storm water through drainage structures. Such Owner's responsibility shall include notification of the Association of **(i)** any defects in the fencing surrounding or within the easement; **(ii)** any debris or other matter which is beyond such Owner's ability to remove; and **(iii)** any excessive erosion within the area of the easement.

- (3) **Entrance Features and Rights-of-Ways.** The Association shall be responsible for the Upkeep of the entrance features, project signage, bus shelters, Recreational Facilities and landscaping on the Common Area.

**Article 7.2 Upkeep of Lots.**

- (1) **Individual Upkeep.** Each Owner shall keep such Owner's Lot and all improvements located on the Lot in good order, condition and repair and in a clean and sanitary condition, including without limitation all necessary grounds maintenance. Each Owner shall perform this responsibility in such manner as shall not unreasonably disturb or interfere with the other Owners. If any Owner shall fail to keep such Owner's Lot in as good repair and condition as and when required (normal wear and tear excepted) and in a neat and orderly condition, consistent with such Rules and Regulations as the Board of Directors may promulgate, then the Board may, pursuant to resolution, give notice to that Owner of the condition complained of, specifying generally the action to be taken to rectify that condition. If the Owner fails to take the actions specified by the Board or to otherwise rectify the condition within thirty (30) days after the date the notice is given, or such other period as may be specified in the notice, if the circumstances warrant a different time period the Board of Directors shall have the right, pursuant to Article 5.3 and Article 11.1 (4) hereof and any resolutions adopted by the Board of Directors, to rectify such condition by taking such action (or by causing such action to be taken) as was specified in the notice. The costs incurred in rectifying such condition shall be assessed against such Owner's Lot in accordance with Article 11.1 hereof. If such Owner fails to reimburse the Association within thirty days after receipt of a statement for such expenses from the Board, then the indebtedness shall constitute a lien as provided for in Article 11 hereof. The Owner may contract with a third party to perform the Owner's responsibility for Upkeep under this section.
- (2) **Manner of Repair and Replacement.** All repairs and replacements required of an Owner shall be substantially similar to the original construction and installation and shall be of first-class quality.

**Article 7.3 Additions, Alterations or Improvements by the Board of Directors.** Whenever in the judgment of the Board of Directors the Common Area shall require capital additions, alterations or improvements (other than for Upkeep) costing in excess of ten percent in the aggregate of the total annual assessment for Common Expenses for that fiscal year during any period of twelve consecutive months, the making of such additions, alterations or improvements requires a Majority Vote of the Members or the written approval of Members entitled to cast more than fifty percent of the total number of votes in the Association. The cost making of such additions, alterations or improvements shall be assessed by the Board of Directors on all Owners as a Common Expense. Any capital additions, alterations or improvements (other than for Upkeep) costing in the aggregate ten percent or less of the total annual assessment for Common Expenses for that fiscal year during any period of twelve consecutive months may be made by the Board of Directors without approval of the Members and the cost thereof shall constitute a Common Expense. Any assessments resulting

from expenditures authorized under this section must also comply with Article 6.2 hereof which imposes limitations on increases in assessments above a specified maximum. If Member approval is required to increase the applicable maximum assessment, such approval may be obtained simultaneously with the vote required by this section.

**Article 7.4 Additions, Alterations, or Improvements by the Owners.**

(1) **Approval.**

- (a) No Person shall make any addition, alteration or improvement in or to any Lot or any portion of the Property (other than for normal Upkeep or natural landscaping and not including areas within a building visible from the exterior only because of the transparency of glass doors, walls or windows) which is visible from the exterior of the Lot or such portion of the Property, without the prior written consent of the Covenants Committee. No Person shall paint, affix a sign not permitted by the Rules and Regulations or alter the exterior of any improvement, or the exterior or interior of any doors and windows, if such improvement is visible from another Lot or the Common Area, without the prior written consent of the Covenants Committee. Approval by the Covenants Committee or the Board of Directors shall not relieve an Owner from any obligation to obtain required governmental permits. If any application to any governmental authority for a permit to make any such structural addition, alteration or improvement to any Lot or improvement located on any Lot requires execution by the Association, and provided consent has been given by the Board of Directors or the Covenants Committee, as appropriate, then the application shall be executed on behalf of the Association, without incurring any liability on the part of the Board of Directors, the Association, the Board of Directors or the Covenants Committee or any of them to any contractor, subcontractor or materialman on account of such addition, alteration or improvement, or to any Person having a claim for personal injury or property damage arising therefrom.
- (b) Subject to the approval of any Mortgagee of the affected Lots, the Board of Directors, any Owner affected, and the appropriate governmental entity, any Lot may be subdivided or altered so as to relocate the boundaries between such Lot and any adjoining Lot. In addition, during the Development Period, no Lot may be subdivided nor may any Lot's boundaries be relocated except by or as approved by the Declarant. No portion less than all of any Lot shall be conveyed or transferred by an Owner (other than the Declarant) without the prior written approval of the Declarant or the Board of Directors. However, this section is not intended to require the approval of the Board of Directors or Covenants Committee to grant deeds of correction, deeds to resolve boundary line disputes and similar corrective instruments or to grant any easement right-of-way or license to any municipality, political subdivision, public utility or other public body or authority, or to the Association or the Declarant for any purpose.

(c) During the Development Period, the provisions of this Article 7.4 shall not apply to Lots owned by the Declarant or to the improvements on Lots owned by Builders if such improvements have been approved by the Declarant. The Declarant shall have the right to make or permit alterations or subdivisions without the consent of the Board of Directors or the Covenants Committee and an authorized Officer shall execute any such application required.

(2) **Limitations.**

(a) Any Person obtaining approval of the Covenants Committee shall commence construction or alteration in accordance with plans and specifications approved within three (3) months after the date of approval and shall substantially complete any construction or alteration within nine months after the date of commencement, or within such other period as specified in the approval. Notwithstanding the foregoing, the approval of the Covenants Committee may provide for a longer period during which to commence or complete construction as determined by the Covenants Committee to be reasonable and appropriate. If any such Person does not commence work within the time period as specified in the approval, then approval shall lapse.

(b) Any Person obtaining approval of the Covenants Committee shall not deviate materially from the plans and specifications approved without the prior written consent of the Covenants Committee. Such Person shall notify the Covenants Committee when the alterations or improvements are complete. Approval of any particular plans and specifications or design does not waive the right of the Covenants Committee to disapprove such plans and specifications, or any elements or features thereof, if such plans and specifications are subsequently submitted for use in any other instance or by any other Person.

(3) **Certificate of Compliance.** Upon the completion of any construction or alteration in accordance with plans and specifications approved by the Covenants Committee, the Covenants Committee shall, at the request of the Owner thereof, issue a certificate of compliance which shall be *prima facie* evidence that such construction or alteration referenced in such certificate has been approved by the Covenants Committee and constructed or installed in full compliance with the provisions of this Article and with such other provisions and requirements of the Association Documents as may be applicable. The certificate shall not be used and may not be relied upon for any other purpose, and shall not constitute a representation either as to the accuracy or sufficiency of the plans and specifications reviewed by the Covenants Committee or the quality or soundness of the construction, alteration or improvement. The Covenants Committee may impose a reasonable charge to cover the costs of preparation and inspection.

**Article 7.5 Disclaimer of Liability.**

(1) **Bailee.** The Board of Directors, the Association, any Owner and the Declarant shall not be considered a bailee of any personal property stored or placed on the Common Area (including

property located in vehicles parked on the Common Area), whether or not exclusive possession of the particular area is given to an Owner for parking or otherwise, and shall not be responsible for the security of such personal property or for any loss or damage thereto, whether or not due to negligence, except to the extent covered by insurance in excess of any applicable deductible.

- (2) **Operational.** Neither the Declarant or the Association shall be liable for any failure of water supply or other services to be obtained by the Association or paid for as a Common Expense, or for personal injury or property damage caused by the elements or by any Owner, or any other Person, or resulting from electricity, water, snow or ice which may leak or flow from or over any portion of the Property or from any pipe, dram, conduit, appliance or equipment, or any secondary or consequential damages of any type. The Declarant and the Association shall not be liable to any Owner for loss or damage, by theft or otherwise, of articles which may be stored upon any portion of the Property. No diminution, offset or abatement of any assessments shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the Property by the Association, the Declarant or from any action taken by the Association or the Declarant to comply with any law, ordinance or with the order or directive of any governmental authority. This Article 7.5 is not intended nor shall it be construed to relieve any insurer of its contractual obligations under any policy benefiting the Association or an Owner.

## ARTICLE 8

### RESTRICTIONS ON THE USE OF LOTS AND COMMON AREA: RULES AND REGULATIONS

**Article 8.1 Permitted Uses.** No Lot shall be used for other than the purposes for which such Lot is zoned and designed and in accordance with the provisions of the Association Documents. Nothing in the Association Documents shall be construed to prohibit the Declarant or its designees from using any Lot owned by the Declarant (or any other Lot with the permission of the Owner thereof) or any portion of the Common Area for promotional marketing, display or customer service purposes (such as a visitors center) or for the settlement of titles of Lots. Further, the Declarant specifically reserves the right to operate a construction office and/or a rental, brokerage and management office at any time on Lots owned or leased by the Declarant (or any other Lot with the permission of the Owner thereof) and on any portion of the Common Area, to the extent permitted by law. Declarant may assign its rights under this Article to or share such rights with one or more other Persons, exclusively, simultaneously or consecutively with respect to the Common Area and Lots owned or leased by the Declarant or such Persons.

**Article 8.2 Restrictions.** Except for the activities of the Declarant during the Development Period (to which the following provisions do not apply and to which the Declarant is expressly exempt) each Lot and the Common Area shall be occupied and used as follows:

- (1) **Hazardous Uses: Waste.** Nothing shall be done or kept on the Property which will increase the rate of insurance for the Common Area or any part thereof applicable for permitted uses without the prior written consent of the Board of Directors; including without limitation any activities which are unsafe or hazardous with respect to any person or property. No Person shall permit anything to be done or kept on the Property which will result in the cancellation of any insurance on the Common Area or any part thereof which would be in violation of any law, regulation or administrative ruling. No waste will be committed on the Common Area.
- (2) **Lawful Use.** No improper, offensive or unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental agencies having jurisdiction thereof shall be observed. All laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof relating to any portion of the Property shall (to the extent the same shall be the obligation of the Association or Owner) be complied with, by and at the sole expense of the Owner or the Association, whichever shall have the obligation for the Upkeep of such portion of the Property, and, if the Association, then the cost of such compliance shall be a Common Expense.
- (3) **Emissions.** There shall be no emissions of dust, sweepings, dirt, cinders, odors, gases or other substances into the atmosphere (excluding, however, normal residential chimney emissions), no production, storage or discharge of hazardous wastes on the Property or discharges of liquid, solid wastes or other harmful matter into the ground or any body of water, if such emission, production, storage or discharge may adversely affect the use or intended use of any portion of the Property or may adversely affect the health, safety or comfort of any Person.

- (4) **Noise.** No Person shall cause any unreasonably loud noise (except for security devices) anywhere on the Property, nor shall any Person permit or engage in any activity, practice or behavior for the purpose of causing annoyance, discomfort or disturbance to any Person lawfully present on any portion of the Property. The Board of Directors shall have the complete authority to establish a schedule of decibel levels deemed unreasonable and prohibited.
- (5) **Obstructions.** No Person shall obstruct any of the Common Area or otherwise impede the rightful access of any other Person on any portion of the Property upon which such Person has the right to be. No Person shall place or cause or permit anything to be placed on or in any of the Common Area without the approval of the Board. Nothing shall be altered or constructed in or removed from the Common Area except with the prior written approval of the Board of Directors.
- (6) **Association Property.** The Common Area shall be used only for the furnishing of the services and facilities for which the same is reasonably suited and which are incident to the use and occupancy of the Lots. The improvements located on the Common Area shall be used only for their intended purposes. Except as otherwise expressly provided in the Association Documents, no Owner shall make any private, exclusive or proprietary use of any of the Common Area without the prior written approval of the Board of Directors and then only on a temporary basis.
- (7) **Mining.** No Lot shall be used for the purpose of boring, mining, quarrying, exploring for or removing oil or other hydrocarbons, minerals, gravel or earth except with the prior written approval of the Board of Directors.
- (8) **Signs.** Except for entrance, street, or directional signs, or any promotional or advertising signs as may be maintained by the Declarant or a Builder, no sign of any kind shall be displayed to public view on any Lot or the Common Areas without written approval of the Covenants Committee, provided the foregoing shall not preclude the following:
- (a) Signs required by legal proceedings.
  - (b) Residential identification signs and house numbers including professional identification, having a combined total face area of not more than two (2) square feet and subject to written approval by the Covenants Committee as to location, size, color, material and content.
  - (c) "For Sale" signs, having a combined total face area of not more than two (2) square feet and subject to written approval by the Covenants Committee as to location, size, color, material and content.
- (9) **Trash.** Except in connection with construction activities, no burning of any trash and no accumulation or storage of litter, refuse, bulk materials, building materials or trash of any other kind shall be permitted on any Lot. Trash containers shall not be permitted to remain in public view from the Common Area or another Lot except on days of trash collection. Trash containers

and refuse disposal systems must be maintained in enclosures and screened areas as approved by the Covenants Committee. Trash, leaves and other materials shall not be burned in violation of local ordinances. No incinerator shall be kept or maintained upon the Property.

- (10) **Landscaping: Sight-lines.** No tree, hedge or other landscape feature shall be planted or maintained in a location which obstructs sight-lines for vehicular traffic on Public and Private Roadways. No structure of a temporary character, and no trailer, tent, shack, barn, pen, kennel, run, stable, outdoor clothes line, shed or other temporary accessory buildings shall be erected, used or maintained on any Lot except in connection with construction activities. Pavement, plantings and other landscape materials shall not be placed or permitted to remain upon any Lot: **(a)** if such materials may damage or interfere with an easement for the installation or maintenance of utilities; **(b)** in violation of the requirements of such easements; **(c)** unless in conformity with public utility standards; or **(d)** if such materials may unreasonably change, obstruct or retard direction or flow of any drainage channels. Except for hoses and the like which are reasonably necessary in connection with construction activities or normal landscape maintenance, no water pipe, sewer pipe, gas pipe, drainage pipe, television cable or other similar transmission line shall be installed or maintained upon any Lot above the surface of the ground. No "painted rocks" shall be permitted on any Lot. No lawn ornaments shall be permitted on any Lot except those approved by the Covenants Committee.
- (11) **Antennae.** No outside antennae, satellite dishes or ham radio equipment shall be maintained upon the Property without the prior consent and approval of the Covenants Committee. Notwithstanding the foregoing, if, pursuant to provisions of law, the restrictions set forth in this Article 8.2 (11) are void and/or unenforceable, then to the full extent permitted by law, the Covenants Committee shall have the full and complete authority to regulate and control the manner and location of placement of any such device which is otherwise prohibited under this Article 8.2 (11).
- (12) **Fences.** Except for any fence installed by the Declarant, a Builder or by the Association, no fence shall be installed except in conformance with standards established there for and with the written approval of the Covenants Committee. No chain link fencing will be permitted on the Property; provided, however, that the Declarant or its designees may erect a chain link fence for the temporary storage of building materials for the protection of building sites or around any pond or drainage facilities. "Fence" shall include but not be limited to, any free standing structure combined or configured to provide a visual barrier within or around any Lot. The location, type, color, height and texture of all fences shall be subject to the review and approval of the Covenants Committee. The Covenants Committee shall have the broadest discretion to determine those instances where fencing shall be permitted and shall have the absolute authority to prohibit fencing where, in its sole discretion, the Covenants Committee determines that such fencing shall be offensive, inharmonious, or otherwise incompatible with the community and the Property.



- (13) **Vehicles.** Except in connection with construction activities, no commercial vehicles, trailers, campers, recreational vehicles, boats or other large vehicles, including grounds maintenance equipment, may be parked on any portion of the Common Area or any portion of a Lot visible from the Common Area or another Lot or any public right of way within or adjacent to the Property, unless expressly permitted by the Board of Directors and only in such parking areas or for such time periods (if any) as may be designated for such purpose. Parking of all such vehicles and related equipment, other than a temporary and non-recurring basis, shall be in garages or screened enclosures approved by the Covenants Committee or in areas designated by the Board of Directors. No junk or derelict vehicle or other vehicle on which current registration plates and current county and state inspection permits are not displayed shall be kept upon any portion of the Common Area or any portion of a Lot visible from the Common Area or another Lot. All motor vehicles including, but not limited to, trail bikes, motorcycles, dune buggies, and snowmobiles shall be driven only upon paved streets and parking lots. No motor vehicles shall be driven on pathways or unpaved portions of Common Area, except such vehicles as are authorized by the Board of Directors as needed to maintain, repair, or improve the Common Area. This prohibition shall not apply to normal vehicular use of designated streets and lanes constructed on Common Area.
- (14) **Timeshares.** No Lot shall be subjected to or used for any timesharing, cooperative, licensing or other arrangement that would entail weekly, monthly or any other type of revolving or periodic occupancy by multiple owners, cooperators, licensees, or timesharing participants.
- (15) **Residential Uses.** Lots shall be used for residential purposes only; provided, however, that the Board of Directors may permit reasonable nonresidential use on such Lots from time to time for a professional office or day care, provided that such use is consistent with all applicable laws, ordinances and regulations of any governmental authority and subject to such reasonable rules as may be established by the Board of Directors. As a condition to consenting to such use, the Board may require the Owner to provide the insurance coverage required in accordance with Section 11B-11.1(g) of the Real Property Article of the Annotated Code of Maryland. Once given, such permission may not be revoked later except for good cause shown. The restriction on the use of a Lot for residential purposes may be eliminated by Majority Vote in accordance with the provisions of Section 11B-111.1 of the Real Property Article of the Annotated Code of Maryland.
- (16) **Animals.** The maintenance, keeping, boarding or raising of animals, livestock, poultry or reptiles of any kind, regardless of number, is prohibited on any Lot or upon the Common Area, except that the keeping of guide animals and orderly domestic house pets (e.g., dogs, cats or caged birds) without the approval of the Board of Directors, is permitted, subject to the Rules and Regulations adopted by the Board of Directors; provided however, that such pets are not kept or maintained for commercial purposes or for breeding; and provided further, that any such pet causing or creating a nuisance or unreasonable disturbance or noise may be permanently removed from the Property by the Board upon ten days written notice from the Board of Directors. The Board shall have the authority to prohibit dogs of a specified breed on the

Property if in the sole discretion of the Board such breeds are dangerous and constitute a threat to the Property and/or the Owners. Pets shall not be permitted upon the Common Area unless accompanied by someone who can control the pet and unless carried or leashed. Pet droppings shall be cleaned up by the Owner of the pet. Any Owner who keeps or maintains any pet upon any portion of the Property shall be deemed to have indemnified and agreed to hold the Association, each Owner and the Declarant free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the Property. All pets shall be registered and inoculated as required by law.

- (17) **Clothes Drying Equipment.** No exterior clothes lines or other exterior clothes drying apparatus shall be permitted on any Lot.
- (18) **Mailboxes and Newspaper Tubes.** All mailboxes shall be of a uniform design, as selected by the Declarant. Only mailboxes and newspaper tubes meeting design standards of the Declarant shall be permitted.
- (19) **Lighting.** No exterior lighting, or the glare from such lighting, shall be directed outside the boundaries of the Lot. Use of non-white (e.g., sodium) lamps is prohibited. The foregoing shall not preclude the placement of front and rear light fixtures as originally installed by the Declarant or like replacements thereof and for light installed pursuant to lighting and/or landscaping plans approved by the Covenants Committee.
- (20) **Pools.** Swimming pools are permitted only if constructed below ground level at the rear of the Lot and then only after the pool and all appurtenant structures are approved by the Covenants Committee. Pool houses and gazebos are not allowed outside the building envelope.
- (21) **Square Footage.** No Home which is rebuilt after a total or partial destruction shall contain less than the habitable finished floor area of which, exclusive of basements, porches, patios, and garages as the original home. For the purposes of this Declaration, a basement shall be deemed any floor area fifty-five (55%) percent or more of which is below grade. Home with more than two and one-half stories shall require the prior approval of the Covenants Committee.
- (22) **Construction Activities.** This section shall not be construed as forbidding any work involved in the construction, or Upkeep of any portion of the Property so long as such work is undertaken and carried out **(a)** with the minimum practical disturbance to Persons occupying other portions of the Property; **(b)** in such a way as does not violate the rights of any Person under other provisions of this Declaration; and **(c)** in accordance with all applicable restrictions in the Rules and Regulations, the resolutions of the Board of Directors and the other provisions of this Declaration. The Board of Directors may approve temporary structures for construction purposes which may otherwise be in violation of the Association Documents or the Rules and Regulations.

**Article 8.3 Rules and Regulations.** The Board of Directors shall have the power to adopt, amend and repeal Rules and Regulations restricting and regulating the use and enjoyment of the Property or of

any portion thereof, which may supplement, but may not be inconsistent with the provisions of the Association Documents. The Property shall be occupied and used in compliance with the Rules and Regulations. Copies of the Rules and Regulations shall be furnished by the Board of Directors to each Owner. Changes to the Rules and Regulations shall be published prior to the time when the same shall become effective and copies thereof shall be provided to each Owner. The Rules and Regulations shall not unreasonably interfere with the use or enjoyment of the Lots or Common Area. The Board of Directors may issue temporary or other appropriate exceptions to any prohibitions expressed or implied by this Article, for good cause shown.

**Article 8.4 Exclusion for the Declarant and Designees of the Declarant.** Notwithstanding any other provision of the Association Documents, during the Development Period, neither the restrictions in this Article nor the Rules and Regulations of the Association shall apply to any otherwise lawful acts or omissions of the Declarant or of any Builder.

**Article 8.5 Leasing.** No Home shall be used or occupied for transient or hotel purposes. No Homes may be leased for an initial period of less than six months. No portion of any Home (other than the entire Home) shall be leased for any period; provided, however, that a reasonable number of roommates is permitted. No Owner shall lease a Lot other than on a written form of lease: **(a)** requiring the lessee to comply with the Association Documents; and **(b)** providing that failure to comply constitutes a default under the lease.