


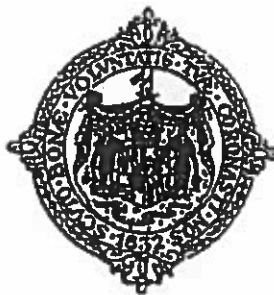
STATE OF MARYLAND
Department of Assessments and Taxation

I, PAUL B. ANDERSON OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF THE STATE OF MARYLAND, DO HEREBY CERTIFY THAT THE DEPARTMENT, BY LAWS OF THE STATE, IS THE CUSTODIAN OF THE RECORDS OF THIS STATE RELATING TO THE FORFEITURE OR SUSPENSION OF CORPORATIONS, OR THE RIGHTS OF CORPORATIONS TO TRANSACT BUSINESS IN THIS STATE, AND THAT I AM THE PROPER OFFICER TO EXECUTE THIS CERTIFICATE.

I FURTHER CERTIFY THAT CHARLES CROSSING HOMEOWNERS ASSOCIATION, INC., INCORPORATED MAY 22, 1998, IS A CORPORATION DULY INCORPORATED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF MARYLAND AND THE CORPORATION HAS FILED ALL ANNUAL REPORTS REQUIRED, HAS NO OUTSTANDING LATE FILING PENALTIES ON THOSE REPORTS, AND HAS A RESIDENT AGENT. THEREFORE, THE CORPORATION IS AT THE TIME OF THIS CERTIFICATE IN GOOD STANDING WITH THIS DEPARTMENT AND DULY AUTHORIZED TO EXERCISE ALL THE POWERS RECITED IN ITS CHARTER OR CERTIFICATE OF INCORPORATION, AND TO TRANSACT BUSINESS IN MARYLAND.

IN WITNESS WHEREOF, I HAVE HEREUNTO SUBSCRIBED MY SIGNATURE AND AFFIXED THE SEAL OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND AT BALTIMORE ON THIS FEBRUARY 23, 2011.


Paul B. Anderson
Charter Division



301 West Preston Street, Baltimore, Maryland 21201
Telephone Balto. Metro (410) 767-1344 / Outside Balto. Metro (888) 246-5941
MRS (Maryland Relay Service) (800) 735-2258 TT/Voice
Fax (410) 333-7097

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AMENDED AND RESTATED
BY-LAWS
OF
CHARLES CROSSING HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

Name and Location

The name of the corporation is "CHARLES CROSSING HOMEOWNERS ASSOCIATION, INC.," hereinafter referred to as the "Association". The principle office of the corporation shall be located at 3175 Sedgewick Drive, Waldorf, Maryland 20603. The mailing address is 1282 Smallwood Drive, #506, Waldorf, Maryland 20603. Meetings of the members and directors may be held at such places within the State of Maryland as may be designated by the Board of Directors. The Board of Directors may change the location of the principal office from time to time.

Article II

Definitions

Section I. Definitions. The following words, when used in the Declaration, shall have the following:

- (a) "Approval" shall mean and refer to the issuance by any public agency of written Approval, or any waiver of approval rights, or a letter of "no objection".
- (b) "Association" shall mean and refer to the CHARLES CROSSING Homeowners Association, Inc. and its successors and/or assigns.
- (c) "Attached Unit Parcel" shall mean and refer to (i) all of the Townhouse Lots subject to the Declaration, including the dwellings constructed thereon and (ii) the Common Area which is appurtenant to and primarily serves and benefits such Townhouse Lots which is hereby deemed Parcel Common Area of such Attached Unit Parcel.
- (d) "Common Area" shall mean and refer to all real property and improvements thereon owned or leased the Association or over which the Association has an easement for maintenance, for the use and enjoyment of its Members
- (e) "Declaration" shall mean and refer to the covenants, conditions, and restrictions and all other provisions set forth in the entire document recorded in the land records for Charles County Liber 2572 at Folio 502 as they may be from time to time amended.

- (f) "Development Plan" shall mean and refer to the total general scheme of intended use of the land and the property approved by Charles County, Maryland, as illustrated in Exhibit A attached hereto, as may be amended from time to time.
- (g) "Lot" shall mean a parcel of land occupied or to be occupied, by a building and its accessory buildings or by group dwellings and their accessory buildings, together with such open spaces required under the provisions of the Charles County Code (The "Code") having at least the minimum area required by the Code for a lot in the zone in which same is situated; and having its principal frontage on a private right-of-way or easement approved by The Maryland National Capital Park and Planning Commission. The term "Record Lot" means the land designated as a separate and distinct parcel of land on a legally recorded subdivisions plat or in a legally recorded deed filed among the Land Records of Charles County.
- (h) "Members" shall mean and refer to the Members of the Association, which shall consist of all owners.
- (i) "Notice" shall mean and refer to (1) written notice delivered personal or mailed to the last known address of the intended recipient, or (2) notice published at least once each week for two consecutive weeks in a newspaper having a general circulation in Charles County.
- (j) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot situated on the property, which is subjected to the Declaration, but excluding those having such interest solely as security for the performance of an obligation.
- (k) "Project" and "Community", as used in this Declaration, shall mean and refer to that certain community being developed by the Declarant in Charles County, Maryland, known as "CHARLES CROSSING"
- (l) "Quorum of Members" shall mean and refer to the representation by presence or proxy of Members who hold 50% of the outstanding votes.
- (m) "SFD Lot" shall mean and refer to any lot upon which there is situated or is intended to be situated a single-family detached dwelling unit.
- (n) "Townhouse Lot" shall mean and refer to those lots upon which there is situated or is intended to be situated a townhouse unit or similar attached dwelling unit.

Article III

Meeting of Members

Section 1. Annual Meetings. The annual meeting of the Members shall be held on the same day of the same month of each year, if the day for the annual meeting of the Members is a Saturday, Sunday, legal holiday, the meeting will be held at the same hour on the first day following, which is not a Saturday, Sunday, legal holiday, or such other day as set by the Board of Directors.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the President or by the Board of Directors, or upon written request of the Members who are entitled to vote one-fourth (1/4) of all of the votes.

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by electronic transmission as set forth in Section 11B-113.2 of the Maryland Homeowners Association Act or by mailing a copy of such notice, postage prepaid, at least fifteen (15) days (but not more than sixty (60) days) before such meeting to each member entitled to vote there, addressed to the member's address last appearing on the books of the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting and, in the case of special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of Members entitled to cast or of proxies entitled to cast, one-half (1/2) of the votes of the Members shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation the Declaration or the By-laws. If however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented. The Members entitled to vote shall have the option to call a second meeting within two weeks, at which time one-fourth (1/4) or twenty-five percent (25%) of the votes of the Membership shall constitute a quorum. If, at that time, a quorum is not found, the Members entitled to vote have the option of calling a third meeting within two weeks at which time those Members present entitled to vote will constitute a quorum.

Section 5. Voting. At every meeting of the Members every Member shall have the right to cast one (1) vote for which he owns on each question. Votes may be submitted electronically in accordance with Section 11B-113.2 of the Maryland Homeowners Association Act. The vote of the Members representing fifty-one percent (51%) of the total of the vote of the Members at the meeting, in person or by proxy, calculated as aforesaid shall be necessary to decide any question brought before such meeting, unless the question is one upon which, by the express provision law or of the Articles of Incorporation or 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 Member which is owned by more than one person may be exercised by any other owner provided it is noted at such meeting. In the event all of the Members who are present at any meeting of the Members are unable to agree on the manner in which the votes for such Member 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 or during the meeting. The vote for any Lot 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, or to be elected to the Board of Directors, who is shown on the books or management accounts of the Association to be more than sixty (60) days delinquent in any payment due the Association.

Section 6. Proxies. At all meetings of Members, each member may vote in person or by proxy. Proxies may be submitted electronically in accordance with Section 11B-113.2 of the Maryland Homeowners Association Act. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his/her Lot. No proxy shall be valid after eleven (11) months from its date, unless otherwise provided in the proxy.

Section 7. Rights of Mortgagees. Any institutional mortgagee of any Lot who desires notice of the annual and special meetings of the Members shall notify the Secretary to that effect by Registered Mail – Return Receipt Requested. Any such notice shall contain the name and post office address of such institutional mortgagee and the name of the person to whom the notice of the annual and special meetings of the Members should be addressed. The Secretary of the Association shall maintain a roster of institutional mortgagee's from whom such notices are received and it shall be the duty of the Secretary to mail or otherwise cause, the delivery of a notice of each annual or special meeting of the Members to each such institutional mortgagee, in the same manner, and subject to the same requirements and limitations as are otherwise provided in this Article for not to the Members. Any such institutional mortgagee shall be entitled to designate a representative to attend any annual or special meeting of the Members and such representative may participate in the discussion at any such meeting and, upon his/her request made to the Chairman in advance of the meeting, address the Members present at any such meeting. Such representative shall have no voting rights at any such meeting. Such representatives shall be entitled to copies of the minutes of all meetings of the Members upon request made in writing to the Secretary.

Article IV

Board of Directors: Selection: Term of Office

Section 1. Number. The affairs of the Association shall be managed by a Board of not less than three (3) no more than seven (7) Directors.

Section 2. Composition and Term.

(a) **Elected Directors.** Elected Directors shall be Owners who are elected by the Members at the annual meeting of the Association.

Section 3. Removal. Any Director maybe removed from the Board, with or without cause, by 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 by a majority and shall serve for the unexpired term of his predecessor. Any Director who is shown on the books or management accounts of the Association to be more than sixty (60) days delinquent in any payment due the Association, or who is not in attendance at three (3) meetings of the Board of Directors in a twelve month period, without consent of the Board of Directors, shall be deemed to have resigned from the Board of Directors.

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

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the of vacancies that are to be filled. Such nominations may be made from among Members or Non-Members.

Section 2. Election. Election to the Board of Directors shall be made by secret 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 VI
MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time, by a majority of the Directors, but at least two (2) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, electronic transmission as provided in the Maryland Homeowners Association Act, or telephone, at least six (6) days, but not more than thirty (30) days, prior to the date named for such meeting.

Section 2. Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) days' notice to each Director, given personally or by mail, electronic transmission as provided in the Maryland Homeowners' Association Act, or telephone, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of any two (2) of the Directors.

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.

Section 4. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors and such approval is filed with the minutes of the proceedings of the Board of Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

Section 5. Rights of Mortgagees. An institutional mortgagee of any Lot who desires notice of the regular and special meetings of the Board of Directors shall notify the Secretary to that effect by Registered Mail - Return Receipt Requested. Any such notice shall contain the name and post office address of such institutional mortgagee and the name of the person to whom notice of the regular and special meetings of the Board of Directors should be addressed. The Secretary of the Association shall maintain a roster of all institutional mortgagees from whom such notices are received and it shall be the duty of the Secretary to mail or otherwise cause the delivery of a notice of regular or special meeting of the Board of Directors to each such institutional mortgagee, in the same manner and subject to the same requirements and limitations, as are otherwise provided in this Article for notice to the Members of the Board Directors. Any such institutional mortgagee shall be entitled to designate a representative to attend any regular or special meeting of the Board of Directors and such representative may participate in the discussion at any such meeting and may, upon his/her request made the chairman in advance of the meeting.

address the Members of the Board of Directors present at any such meeting, Such representative shall be entitled to copies of the minutes of all meetings of the Board of Directors upon request made in writing to the Secretary.

Section 6. Fidelity Insurance. The Board of Directors shall purchase and maintain fidelity insurance as required by Section 11B-111.6 of the Maryland Homeowners Association Act for all officers, Directors, agents and employees of the Association regularly handling or otherwise responsible for the funds of the Association. The premiums on such bonds or insurance shall be paid by the Association, except any bond required for a Management Agent may be paid for by the Association if it so elects, but otherwise shall be paid by the Management Agent.

ARTICLE VII

Powers and Duties of the Board of Directors

Section 1. Powers.

The Board of Directors shall have power to:

- (a) Adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;
- (b) Suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;
- (c) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws.
- (d) 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;
- (e) Employ a manager, management agent, and independent contractor, or such other employees as they deem necessary, and to prescribe their duties;
- (f) Pursue an proceedings at law or in equity to enforce compliance with the Declaration or adopted rules and regulations;
- (g) Enforce removal of unapproved construction or alterations, or other violations;
- (h) Foreclose a lien if assessments are not paid; and

- (i) Cause the common area to be maintained.

Section 2. Duties.

It shall be the duty of the Board of Directors to:

- (a) Cause to be kept 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 an special meeting when such statement is required in writing by one-fourth (1/4) of the Members who are entitled to vote;
- (b) Employ a manger, and independent contractor, or such other employees as they deem necessary, and to prescribe their duties;
- (c) Supervise all offices, agents, and employees of this Association, and to see that their duties are properly performed;
- (d) Fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;
- (e) Send written notice of each assessment to every Owner subject thereto to at least thirty (30) days in advance of each annual assessment period; and
- (f) Designate depositories for association funds; designate those officers and agents who shall have authority to withdraw funds from such accounts on behalf of such associations, and cause such persons to be bonded;
- (g) Adopt and publish rules and regulations governing the use of the Common Areas, Attached Unit Parcel and facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;
- (h) Cause the common area to be maintained.

ARTICLE VIII

Officers and Their Duties

Section 1. Enumerations of Officers. 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, all of which officers are to be elected by the Board of Directors.

IN WITNESS WHERE OF, we, being the Directors of CHARLES CROSSING HOMEOWNERS ASSOCIATION, INC., have hereunto sit our hands this 24th day of April, 1998.

WITNESS:

Original Signature on File

Samuel E. Tucker

Original Signature on File

M. James Hoffman, II

Original Signature on File

Christopher Hanessian

CERTIFICATION

I, the undersigned do hereby certify:

THAT I am duly elected and acting Secretary of Charles Crossing Homeowners Association, INC., a Maryland non-stock, non-profit corporation, and

THAT the forgoing By-laws of said Association, as duly adopted on the 24th day of 1998, by Informal Action of the Board of Directors in lieu of an Organizational Meeting.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association on the 24th day of April, 1998.

Original Signature on File

M. James Hoffman, II, Secretary

5. Description of method to support an attachment to the structure.

- 4. CHIMNEYS (Residential) AND SMOKESTACKS -** The purpose of the guideline is to ensure that the exterior chimney installations are in harmony with the applicant's house and surrounding houses.
- a. Must be constructed of either brick or siding enclosed construction.
 - b. Chimneys which exit through a wall or foundation or which run vertically along a wall must be of brick construction or boxed-in with materials which match the exterior wall finish in style and color.

The following guidelines apply to chimneys which exit through the roof:

1. Boxing is required for chimneys or smokestacks located on the front slope of the roof ridge or any other location where it will be highly visible from the fronting street. Chimneys located on the rear slope of the roof and not highly visible from the front the fronting street will be boxed in. Exposed metal sections are to be painted black, natural silver, or roof color.
2. Conspicuous locations on the front slope of the roof are not permitted.
3. In all cases, the height of the exposed metal sections or the boxed-in chimney shall be limited to the minimum permitted by the County Building and Fire Codes.

The following guidelines apply, in addition to the above, when there is an existing chimney on the house. While each case must be considered separately, the following guidelines will be taken into consideration.

1. Dissimilar chimneys shall not be permitted, unless it is impossible to see both at the same time.
2. When a second chimney is added on the same end of the house as an existing boxed-in chimney, both flues should run through the same enclosure
3. When the second chimney is run along a different wall, it must be of the same design as the first chimney.

In all cases an application is required and must include:

1. Detailed drawings of the structure (site and floor plan) showing the dimensions and the location (top and side views) of the chimney or smoke stack.
2. Color and description of materials to be used.

4. CLOTHES POLES -

- a. Outdoor clothes poles of any nature are prohibited.

7. PARKING – Parking of vehicles is restricted to paved surfaces. Parking on unpaved surfaces is prohibited. Street parking must be in the direction of the flow of traffic.

8. PATIOS, DECKS, AND WALKWAYS – This refers to any new or expanded patios, decks, and walkways, or to any material changes in existing patios, decks and walkways. All new materials should be of a simple material of a neutral color, such as un-dyed concrete, stone or clay brick, or treated wood.

1. Decks and patios may be constructed of pressure treated wood, composite, masonry, stone or concrete, providing that the color and texture of the materials is in harmony with the adjacent structures. Decks are to be left to weather naturally. All hardware must be galvanized.
2. Decks and patios must be located to the rear of the dwelling and may not extend beyond either sides of the dwelling.
3. In single family homes, the deck or patio may be as long as the dwelling and 75% wide. In townhomes, decks at grade may be as wide as the townhome, less one (1) foot on each side. The deck or patio may not extend more than halfway between the rear of the dwelling and the rear property line.
4. The height of the deck or patio is limited to the finished floor line of a single-story dwelling or the second story finished floor line on a two or three story dwelling.

An application is not required if a patio, deck, or walkway replaces an existing structure with identical material similar in color and texture, and is the same or smaller dimensions.

An application must be completed for all other patios, decks, or walkways. All new patios, decks, or walkway should:

- a. Not disturb existing contours. Terracing to follow existing land contours and be built in small increments or railing should be provided.
- b. Be located to provide reasonable visual and acoustical privacy for both applicants and their neighbors. Screening or plantings should be considered where it is necessary to preserve privacy.
- c. The application must include:
 1. Site plan with dimensions showing new and existing walkways, decks, or patios in relation to existing houses, trees, and lot boundaries.
 2. A list and description of materials to be used.
 3. Project plan showing elevations and dimensions.
 4. Description of proposed laws, contour changes, planting, screening rails, benches, new exterior lighting, etc.
 5. Detail of railings. Railings may not exceed forty-eight (48) inches in height.

PRIVATE POOLS/HOT TUBS -

1. Approval of privacy screening is contingent upon the completion of the pool or hot tub.
2. The size of the pool or hot tub will be dictated by the size of the maximum area of enclosure permitted for privacy screening (see fences and screens).
3. Fencing must be of an approved type.

4. The impact of required privacy screening on open space is significant and must be carefully related to adjacent property. In addition, the homeowner should consider safety within the pool or hot tub areas.
5. Applications must include:
 - a. A site plan showing location and dimensions of the pool or hot tub, other related equipment, fences, etc., in relation to the applicant's house, property lines, and adjacent dwelling(s).
 - b. Detailed drawings and plans of the pool or hot tub, deck area, lighting arrangements, walkways, fences, etc., and pertinent information concerning water supply system, drainage, and water disposal system.

REPAINTING GUIDELINES -

1. An application is required when a house, siding, shutters, or trim is to be painted a color different than its existing color. The new paint is considered to be different if the color itself changes (for example, yellow instead of green) or if, while the color remains the same, it is lighter or darker than the original.
2. An application is not required when the new paint is the same as the original in both of these respects. In addition, because of the relatively high density and visibility of many houses, and especially in areas in which natural landscape buffers between the homes are lacking, neighboring houses become, in effect, the landscapes of each other, into which each should blend.
3. Application must include samples of all color changes, as well as a description of where on the house changes will occur.
4. Houses of the same color are not permitted side by side.

RESIDING/RETYLING STRUCTURES -

1. The choice of material for residing is left to the discretion of the owner.
2. It is the owner's responsibility to ascertain whether the material meets the Charles County Building and Fire Codes which apply to exterior material.
3. If the proposed residing material differs in color and texture from existing siding on the residence, or if it results in a change in architectural style, it is to be consistent or comparable with the style and color of siding materials on homes immediately surrounding it.
4. The style of existing trim work at soffits, corners, eaves, windows and doors, and of accent panels, shutters, or the stylistic features, are to be maintained in the residing design. If an owner wishes to alter the stylistic features of the existing façade (for example, by replacing rough vertical groove paneling with smooth, horizontal clapboard siding or adding shutters or accent panels), the AECC will make its recommendation(s) based on the following:
 - a. Size and shape of the residence in relation to existing and proposed materials
 - b. The variety of styles and siding materials of the homes immediately surrounding the residence.
 - c. The overall visibility of the residence from nearby public and private properties.

A complete application must be submitted and must include:

1. A photograph or sketch of existing house including color and texture of existing siding materials.
2. A description of the proposed residing material including the color, texture, and manner in which, it will be applied. Color and texture samples must be submitted with the application. Significant changes of present trim size and location, and removal or addition of other stylistic features are to be documented.

SCREENS, STORM WINDOWS, AND DOORS -

- a. Screens, storm windows and doors do not require approval if a color and style is chosen that matches the house and storm doors are of a straight forward design, without extensive or extreme decorative embellishments.
- b. Raw metal and/or silver storm windows or doors are prohibited.
- c. All other types of door and window alterations require an application. All applications must include a description of the materials, color, and style.

SOLAR COLLECTOR -

- a. Solar Collectors shall be placed, so as to, give maximum benefit to the homeowner minimum visibility. Placement of the Collectors of the front side slope is prohibited. Solar collectors can represent a large visual impact on a structure due to their size.
- b. Large collectors on a sloping roof should appear to be flush with the roof and not laying on top. Collectors on a flat roof should be set back and concealed with a parapet unless integrated with the roof design of the structure. Smaller collectors may be laid on top of a sloping roof and finished to appear like a skylight.
- c. Collectors are to be constructed of glass with wood or metal trim. All trim should be painted to match the background color of the roof or house trim to conceal it. Plexi-glass is not permitted as it sages and provides an unsatisfactory appearance. All pipe work must be concealed.

All applications must include:

1. A site plan to include elevations of the house showing the appearance of the collector.
2. Details must show how the collector edges will meet the roof. Any superstructure necessary to elevate the collector above the existing roof plane must be enclosed by approved materials and colors

The Board of Directors for this Association is authorized to perform the acts to carry out these resolutions.

Donna Jackson, President

Printed Name/Title

Signature

Date

Ramona Stiles, Secretary

Printed Name/Title

Signature

Date

Kory Miller, Treasurer
Printed Name/Title

Signature

Date

The Secretary of the Association certifies that the above is a true and correct copy of the resolutions that were duly adopted at a meeting of the Board of Directors.

Ramona Stiles/Secretary
Printed Name/Title

Date

Signature

Resolution of:

Charles Crossing Homeowners Association

We, the undersigned, being all the directors of this corporation consent and agree that the following corporate resolutions were made:

On, January 2, 2013

At 7pm

At 3175 Sedgewick Drive Waldorf, Maryland 20603

We do hereby consent to the adoption of the following as it was adopted at a regularly called meeting of the Board of Directors of this Association. In accordance with the By-laws of this Association, and by unanimous consent, the Board of Directors has elected to adopt the following Resolutions:

Pursuant to Article VII – Section 7 (c & d)

GARBAGE CONTAINERS, TRASH, GREEN WASTE AND BURNING

- a. Trash and garbage containers shall not be permitted to remain in public view except on days of trash collection. Garbage, trash and other refuse shall be placed in a covered trash container.**
- b. Green-waste may be stored outside the house as long as it's the appropriate brown bag for collection.**
- c. No incinerator shall be kept or maintained upon any lot. No burning of trash and no accumulation or storage of litter, lumber, scrap metals, refuse, bulk materials, waste, new or used building materials, or trash of any other kind shall be permitted on any lot.**

The Board of Directors for this Association is authorized to perform the acts to carry out these resolutions.

Donna Jackson, President

Printed Name/Title

Signature

Date

Ramona Stiles, Secretary

Printed Name/Title

Signature

Date

Kory Miller, Treasurer

Printed Name/Title

Signature

Date

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Ramona Stiles/Secretary
Printed Name/Title

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Pursuant to Article VII – Section 7 (j)

SIGNS

- a. No signs or advertising devices of any character will be permitted except for entrance signs, directional signs, signs for traffic control or safety within the community "theme areas" and such promotional signs or signs as may be maintained by the Declarant or the Association. However, one (1) Political sign shall be permitted to be erected, posted, or displayed upon, in or about any lot or dwelling, and that one (1) temporary real estate sign not exceeding six (6) square feet in area, may be erected upon any lot or attached to any dwelling placed upon the market for sale or rent. Any such temporary real estate and/or political signs shall be removed promptly within the time limits specified by ordinance or statute following the sale or rental of such dwelling. Furthermore, all political signs must be removed within seven (7) days following the completion of any election.**
- b. Green-waste may be stored outside the house as long as it's the appropriate brown bag for collection.**
- c. No incinerator shall be kept or maintained upon any lot. No burning of trash and no accumulation or storage of litter, lumber, scrap metals, refuse, bulk materials, waste, new or used building materials, or trash of any other kind shall be permitted on any lot.**

The Board of Directors for this Association is authorized to perform the acts to carry out these resolutions.

Donna Jackson, President

Printed Name/Title

Signature

Date

Ramona Stiles, Secretary
Printed Name/Title

Signature

Date

Kory Miller, Treasurer
Printed Name/Title

Signature

Date

The Secretary of the Association certifies that the above is a true and correct copy of the resolutions that were duly adopted at a meeting of the Board of Directors.

Ramona Stiles/Secretary
Printed Name/Title

Date

Signature

Resolution of:

Charles Crossing Homeowners Association

We, the undersigned, being all the directors of this corporation consent and agree that the following corporate resolution were made:

On, January 2, 2013

At 7pm

At 3175 Sedgewick Drive Waldorf, Maryland 20603

We do hereby consent to the adoption of the following as it was adopted at a regularly called meeting of the Board of Directors of this Association. In accordance with the By-Laws of the Association, and by unanimous consent, the Board of Directors has elected to adopt the following Resolution:

Pursuant to Article VII – Section 7 (c & d)

GARBAGE CONTAINERS, TRASH, GREEN WAST AND BURNING

1. Trash and garbage containers shall not be permitted to remain in public view except on days of trash collection. Garbage, trash and other refuse shall be placed in a covered trash container.
2. Green-waste may be stored outside the house as long as it's the appropriate brown lawn/leaf bags for collections.
3. No incinerator shall be kept or maintained upon any lot. No burning of trash and no accumulation or storage of litter, lumber, scrap metals, refuse, bulk materials, waste, new or used building materials, or trash of any other kind shall be permitted on any lot.
4. Beginning January 1, 2017, bulk trash will be provided to the community, at no additional cost. This service will be available every Thursday, any other days will incur additional cost to the resident.
5. Bulk trash includes the following: furniture, extra yard debris, mattresses, and other large non-metallic household items (not to exceed 2 pieces at a time). Other bulk will be picked up at a cost.

The Board of Directors for this Association is authorized to perform the acts to carry out this resolution.

Donna Jackson, President
Printed Name/Title

Signature on File

Signature

3/22/2017

Date

Ramona Stiles, Secretary
Printed Name/Title

Signature on File

Signature

3/22/2017

Date

Kory Miller, Treasurer
Printed Name/Title

Signature on File

Signature

3/22/2017

Date

carried or leashed. All Members are responsible for abiding by local and state laws regarding pets. The Board of Directors shall have the right to adopt such additional rules and regulations regarding pets as it may from time to time consider necessary or appropriate.

(c) No burning of any trash and no accumulation or storage of litter, lumber, scrap metals, refuse, bulk materials, waste, new or used building materials, or trash of any other kinds shall be permitted on any Lot.

(d) Trash and garbage containers shall not be permitted to remain in public view except on days of trash collection. No incinerator shall be kept or maintained upon any Lot. Garbage, trash, and other refuse shall be placed in covered containers.

(e) 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. No portion or any dwelling (other than the entire dwelling) shall be leased. The provisions shall not be construed to prohibit the granting of any easement or right-of-way to any municipality, political subdivision, public utility or other public body or authority, or to the Association, the Declarant, or any other person for any purpose.

(f) Except for hoses and the like which are reasonably necessary in connection with normal lawn maintenance, no water pipe, sewer pipe, gas pipe, drainage pipe, television cable or similar transmission line shall be installed or maintained on any Lot above the surface of the ground.

(g) No Lot shall be used for the purpose of boring, mining, quarrying, exploring for or removing oil or other hydrocarbons, minerals, gravel or earth.

(h) No sound hardwood trees measuring in excess of six (6) INCHES IN DIAMETER TWO (2) feet above the ground shall be removed from any Lot without written approval of the Association acting through Architectural and Environmental Control Committee or duly appointed subcommittee. The Architectural and Environmental Control Committee may from time to time adopt and promulgate such additional rules and regulations regarding the preservation of trees and other natural resources and wildlife as it may consider appropriate.

(i) Except for sheds and gazebos, no structure of a temporary character, and no trailer, tent, shack, barn, pen, kennel, run, stable, outdoor clothes dryer, playhouse, or other building shall be erected, used or maintained on an Lot at any time.

(j) Except for entrance signs, directional signs, signs for traffic control or safety community "theme areas", no signs or advertising devices of any character shall be erected, posted or displayed upon, in or about any lot or dwelling, provided, however, that one sign not exceeding two (2) square feet in area and not illuminated may be attached to a dwelling where a professional office (as set forth in Section 8 herein) is maintained, and provided further, that one temporary real estate sign not exceeding six (6) square feet in area, may be erected upon any Lot or attached to any dwelling placed upon the market for sale or rent. Any such temporary real estate sign shall be removed promptly within the time limits specified by ordinance or statute following the sale or rental of such dwelling. The provisions and limitations of this subsection shall not apply to any institutional first mortgagee of any Lot who comes in possession of the Lot by reason of any remedies provided by law or in such mortgage or as a result of a foreclosure sale or other judicial sale or as a result of any proceeding, arrangement, assignment or deed in lieu of foreclosure.

(k) Fences shall be erected only in the rear yard of any Lot and shall not extend beyond the rear building line of a dwelling. Fences may not be erected on any Lot without the express written permission of the Architectural and Environmental Control Committee. This provision is subject to the provisions of Article VII, Section 1.

(l) 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 unreasonably change, obstruct, or retard direction or flow of any drainage channels.

(m) No outside television, radio aerial, antenna, satellite dish, or other aerial or antenna or similar device, for reception or transmission, shall be maintained upon the exterior of any dwelling except in accordance with federal statute any antenna, including satellite dishes, less than one meter (39.37") in diameter acceptable to the Architectural and Environmental Control Committee and in accordance with provisions of Article VII, Section 1.

(n) No member shall engage or direct any employee of the Association on any private business of the member during the hours such employee is employed by the Association, nor shall any member other than the Association Board members and designees of the Board, direct, supervise or in any manner attempt to assert control over any employee of the Association.

(o) Except for parking within garages, and except as herein elsewhere provided, no junk vehicle, commercial vehicle (including vans used for commercial use). Trucks over one-half (1/2) ton capacity (as defined by the Maryland Department of Motor Vehicles and/or by common usage and practice), unlicensed or inoperable motor vehicle (which shall include, without limitation, any vehicle which, would not pass applicable state inspection criteria), trailer, camp truck, house trailer, boat or other similar machinery or equipment of any kind or character (except for such equipment and machinery as may be reasonable, customary and usual in connection with the use and maintenance of any dwelling and except for such equipment and machinery as the Association may require in connection with the maintenance and operation of the Common Area or Parcel Common Area and community facilities) shall be kept upon the Property nor (except for bona fide emergencies) shall the repair of extraordinary maintenance of automobiles or other vehicles be carried out thereon. The Association shall have the right to tow and remove from the Property (at the expense of the owner of such vehicle) any vehicle in violation of this Declaration, provided that the Association has placed (or has cause to be placed) a notice of intent to tow at least forty-eight (48) hours prior to such towing and the Association complies with any applicable state or local laws. Any expense incurred by the Association shall be collectible from the Owner of the Lot in which the occupant thereof was in violation of this section in the same manner as any other common Expense as set forth in Article V of this Declaration.

(p) 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 purposed. The provisions of this subsection shall not apply to the Declarant and, further, the provisions hereof shall not be construed to prohibit the granting of any easement or right-of-way to any municipality, political subdivision, public utility or other public body or authority, or to the Association, the Declarant or any other person for any purpose.

(q) No play equipment, including, without limitation, basketball backboards, basketball hoops and other equipment associated with either adult or juvenile recreation, shall be attached in any manner to the exterior of any dwelling constructed on a Lot or otherwise within any Lot.

Section 8. Residential use - Leasing. All dwellings shall be used for private residential purposes exclusively. No homes shall be used for professional offices. As used in this section the term "professional office" shall mean rooms used for the purposes by a member of any recognized profession, including doctors, dentists, lawyers, architects and the like.

Section 9. Easements. The Common Areas and community facilities shall be subject to easements to the benefit of the Association and the owners of the adjoining and abutting lots and dwellings for maintenance and for the unobstructed and uninterrupted use of any and all pipes, conduits, cables and wire outlets and utility lines of any kind, to easements for the maintenance of adjoining and abutting dwellings, and to easements for the lead walks and sidewalks serving adjoining and abutting dwellings. Such easements shall not be subject to suspension for any reasons.

Section 10. Grading, Slope, and Drainage Easements. All Lots and Common Areas shall be subject to grading, slope, and drainage easements for the benefit of the Association and the owners of the adjoining and abutting lots. Such easements shall not be subject to suspension for any reasons.

Section 11. House Rules, etc. There shall be no violation of any rules for the use of the Common Areas and community facilities and Attached Unit Parcel of "house rules" or other community rules and regulation not inconsistent with the provisions of this Declaration, which may from time to time be adopted by the Board of Directors of the Association and promulgated among the Membership by them in writing and the Board of Directors is hereby and elsewhere in this Declaration authorized to adopt such rules.

Section 12. Enforcement – Right to Remove or Correct the Violation. In the event any violation or attempted violation of any of the covenants or restrictions contained in this Article shall occur or be maintained upon any Lot, or in the event of any other conduct in violation of any of the provisions and requirements of this Article, then the same shall be considered to have been undertaken in violation of this Article and without the approval of the Architectural and Environmental control committee, such violation is not otherwise terminated or abated, within fifteen (15) days (or such shorter period as may be required in any such notice) after notice of such violation is delivered to the owner of the Lot upon which such violation exists, or to the member responsible for such violation if the same shall be committed or attempted on premises other than the lot owned by such member, then the Association shall have the right, through its agents and employees (but only after a resolution of the Architectural and Environmental Control Committee) to enter upon such lot and to take such steps as may be necessary to remove or otherwise terminate or abate such violation and the cost thereof may be assessed against the Lot upon which such violation occurred and, when so assessed, a statement for the amount thereof shall be rendered to the owner of said Lot at which time the assessment shall be come due and payable and a continuing lien upon such Lot, and a binding Personal obligation of the owner of such Lot, in all respects (and subject to the same limitations) as provided in Article VI of this Declaration. The Association shall have the further right, through its agents, employees or committees, to enter upon and inspect any Lot at any reasonable time for the purpose of ascertaining whether any violation of the provisions of this Article or any of the other provisions

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IN WITNESS WHEREOF, this Amendment has been signed by the President of the Association, who has been duly appointed as attorney-in-fact to sign this Amendment on behalf of the Association, as of the date first set forth above.

CHARLES CROSSING HOMEOWNERS ASSOCIATION, INC.

By: [Signature]
President

CERTIFICATE

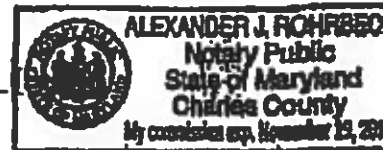
I hereby certify that the foregoing Amendment to the Declaration was approved by homeowners having the required percentage of votes in the Association. I further certify that the foregoing Amendment to the Declaration shall be effective on recordation among the land records of Charles County, Maryland.

By: [Signature]
President

State of Maryland) ss:

I, a Notary Public in and for the State of Maryland, do hereby certify, that on this 4 day of February, 2016, Dona Jackson, the President of the Charles Crossing Homeowners Association, Inc. personally appeared before me in said State, such person being personally well-known to me as, or proved by the oath of credible witnesses to be, the person who signed the foregoing instrument as President for the Charles Crossing Homeowners Association, Inc. and acknowledged the foregoing instrument to be her act and deed, on behalf of the Charles Crossing Homeowners Association, Inc.

[Signature]
Notary Public



My commission expires: 11/19/17

Legal Description

CHARLES CROSSING HOMEOWNERS ASSOCIATION, INC.

SECOND AMENDMENT TO DECLARATION

THIS AMENDMENT is made, effective as of May 25, 2016 by the **CHARLES CROSSING HOMEOWNERS ASSOCIATION, INC.** ("Association").

RECITALS

WHEREAS, a certain Declaration of Covenants, Conditions and Restrictions, establishing the Charles Crossing Homeowners Association, Inc. ("Association") on improved real property in the State of Maryland, were recorded on May 28, 1998 as Liber 2572, Folio 502 in the land records of Charles County, Maryland; and

WHEREAS, one of such recorded Instrument is the Declaration of Covenants, Conditions and Restrictions ("Declaration") for the Association (recorded as Liber 2572, Folio 502, as amended); and

WHEREAS, the Association has determined that a certain provision in the Declaration requires revision; and

WHEREAS, Article XI, Section 1 of the Declaration provides that the Declaration may be amended by an instrument executed and acknowledged by sixty-seven (67%) of all votes cast by the Class A members at a duly constituted meeting.

NOW, THEREFORE, the Declaration is hereby amended as follows:

Article VII, Section 7(i), of the Declaration, is hereby deleted in its entirety and the following is inserted in its place:

- (i) With the exception of gazebos and sheds, ~~No~~ structure of temporary character, and no trailer, tent, shack, barn, pen, kennel, run stable, outdoor clothes dryer, playhouse, ~~shed~~ or other buildings shall be erected, used or maintained on any Lot at any time.

~~Strikethrough~~ indicates language that has been removed.
Underline indicates language that has been added.

Except as modified herein, all of the provisions of the Declaration, as supplemented and amended, are hereby expressly ratified and confirmed and shall remain in full force and effect.

REC _____

[Signature Page to Follow]

SUR _____

BK 09370PG0169

ATTORNEY CERTIFICATION

I HEREBY CERTIFY that this Amendment to Declaration was prepared by me or under my supervision, and that I am an attorney licensed to practice before the Court of Appeals of Maryland.


Tiffany M. Referred, Esq.

2080562

Subject Property Description

All of that property described in the:

- i. Declaration of Covenants, Conditions and Restrictions recorded as Liber 2572, Folio 502, as amended, in the land records of Charles County, Maryland;**
- ii. First Amendment to Charles Crossing Declaration of Covenants, Conditions and Restrictions recorded as Liber 05033, Folio 0674, as amended, in the land records of Charles County, Maryland;**
- iii. Supplementary Declaration of Covenants, Conditions and Restrictions for Charles Crossing Homeowners Association recorded as Liber 3582, Folio 064, as amended, in the land records of Charles County, Maryland;**
- iv. Second Supplementary Declaration of Covenants, Conditions and Restrictions for Charles Crossing Homeowners Association recorded as Liber 05033, Folio 0666, as amended, in the land records of Charles County, Maryland;**
- v. Third Supplementary Declaration of Covenants, Conditions and Restrictions for Charles Crossing Homeowners Association recorded as Liber 05033, Folio 0670, as amended, in the land records of Charles County, Maryland;**
- vi. Fourth Supplementary Declaration of Covenants, Conditions and Restrictions for Charles Crossing Homeowners Association recorded as Liber 6127, Folio 087, as amended, in the land records of Charles County, Maryland; and**
- vii. Fifth Supplementary Declaration of Covenants, Conditions and Restrictions for Charles Crossing Homeowners Association recorded as Liber 00014, Folio 0078, as amended, in the land records of Charles County, Maryland.**

or requirements of this Declaration exist on such Lot, and neither the Association nor any such agent or employee shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

ARTICLE VIII

Section 1. Reservation of Easement Rights by Declarant. The Declarant hereby reserves unto itself (and to such other party(ies) as the Declarant may specifically, and in writing, assign such rights), for the benefit of the Property, a blanket easement and right-of way in, through, over and across the Common Areas and community facilities for the purpose of the storage of building supplies and materials, and in, through, over and across the Property, including the Lots, Common Areas and community facilities, (provided such easement does not encroach upon any building within the Property or unreasonably interfere with the use and enjoyment of the Property) for vehicular and pedestrian ingress and egress, curb cuts, slope or grading easements, as well as for the installation, construction, maintenance, reconstruction and repair of sanitary sewer lines, water lines, CATV cables storm drain, sediment controls, storm water management facilities, and appurtenances to any of the same, and for all other purposes reasonable related to the completion of construction and the provisions of utility and drainage services, whether public or private, to the community and to other property adjacent to, or in the vicinity of, the community including but not limited to grading, slope and drainage easements. Any and all instruments of conveyance made by the Declarant, its successors or assigns to the Association with respect to any of the Common Areas and community facilities shall be conclusively deemed to incorporate this reservation, whether or not specifically set forth in such instruments. At the request in writing of the Declarant, its successors or assigns, the Association shall from time to time execute, acknowledge and deliver to the Declarant, its successors or assigns, such further assurances of this reservation as may be necessary.

Further, without limiting the generality of the foregoing, the Declarant reserves the right to unilaterally execute and record such additional easements and agreements as may be necessary in order to give effect to the foregoing easements and other rights, which additional easements and other agreements need not be consented to or joined in by any party having an interest in the Property; provided, however, that if requested by the Declarant, any party having an interest in the Property shall promptly join in and execute such confirmatory easements and other agreements.

Section 2. Easements for Utilities and Related Purposes. The Association is authorized and empowered to grant (and shall from time to time grant) such other licenses, easements, and rights-of-way over the Common Areas and community facilities for water and sewer lines, electrical cables, telephone cables, gas lines, storm drains, CATV cables, underground conduits and such other purposes related to the provisions of utility services to the community as may be considered necessary and appropriate by the Board of Directors for the orderly maintenance, preservation, and enjoyment of the Common Areas and community facilities and for the preservation of the health, safety, convenience and welfare of the owners of the Lots of the Declarant, its successors or assigns.

Any and all streets, walkways, roadways, sidewalks and the like which are owned by the Association shall be subject to non-exclusive easements for ingress, egress, and regress for the benefit of all Members of the Association, the Declarant, their respective heirs, personal representative and assigns and all other parties claiming under any of them.

OK 09370PG0170

DOCUMENT VALIDATION

Sharon L Hancock, Clerk
Circuit Court for Charles County
200 Charles Street
La Plata, MD. 20646
301-932-3202

LR - Amendment
Recording Fee 20.0
Grantor/Grantee Name:
CHARLES ROSSING
Reference/Control #: 9370/166 PICKUP
LR - Amendment
Surcharge 40.0

SubTotal: 60.0

Total: 60.0
05/27/2016 12:31
CC08-L
#6226987 CC0702 -
Charles
County/CC07.02.01 -
Register 01

05/27/2016 12:31:00 PM 05/27/2016 12:31:00 PM 05/27/2016 12:31:00 PM 05/27/2016 12:31:00 PM

maintenance and care of the Lawn and Garden Areas shall be in conformity with the Community-Wide Standard. In the event that the Board of Directors elects to maintain the Lawn and Garden Areas, a plat depicting the Lawn and Garden Areas shall be prepared and recorded as a supplement to this Declaration.

Any Owner of a Townhouse Lot may request that the Association refrain from performing all or a part of the Lawn and Garden Area maintenance described above. Such a request must be made to the Board of Directors at least thirty (30) days prior to the date the

ARTICLE IX

Exterior Maintenance

Section 1. Owner's Rights and Responsibilities. Except as otherwise specifically provided in this Declaration, each Owner shall keep each Lot owned by him, and all improvements therein or thereon, in good order and repair and free of debris, including but not limited to the seeding, watering, mowing of all lawns, the pruning and cutting of all trees and shrubbery and the painting (or other appropriate external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management. In the event an Owner of any Lot in the Property shall fail to

maintain the Lot and the improvements situated thereon, the Board of Directors or its agent shall have the right to enter upon said Lot to correct drainage and to repair, maintain and restore the Lot and the exterior of the buildings and any other improvements erected thereon. Except in the case of an emergency, the Association shall attempt to provide the Owner reasonable notice and an opportunity to cure any problem prior to entry within such Lot. All costs related to such correction, repair or restoration shall become a lien upon such Lot, and such lien may be enforced in the same manner as an annual assessment levied in accordance with Article V hereof. Any such lien shall be subordinate to the lien of any first mortgage or deed of trust. Sale or transfer of any Lot shall not affect such lien. However, the sale or transfer of any Lot pursuant to mortgage or deed of trust foreclosure or any proceeding in lieu thereof, shall extinguish any such lien as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. No amendment to this Section shall affect the rights of the holder or any first mortgage on any Lot (or the indebtedness secured thereby) recorded prior to recordation of such amendment unless the holder thereof (or the indebtedness secured thereby) shall join in the execution of such amendment.

Section 2. Association Maintenance. The Association shall maintain and keep in good order the Common Areas and Attached Unit Parcel, including any improvements situated thereon, such maintenance to be funded as provided in this Declaration. In addition, the Association shall maintain and keep in good repair rights-of-way and entry strips, if any, whether owned as part of a Lot or dedicated for public use, so long as the rights-of-way or entry strips are within or appurtenant to or benefit the Project, the cost of which shall be part of the Common Expenses. This obligation shall also include, but not be limited to, maintenance, repair and replacement, subject to any insurance then in effect, of all landscaping and other flora, structures, and improvements situated upon such areas. The Association shall also maintain any storm water management facilities and equipment for which it may be responsible including, but not limited to pond(s), basin(s), pipes, oil/grit separators and the like.

Section 3. Lawn and Garden Area Maintenance. Pursuant to the request of the Board of Directors or a majority of the owners of Townhouse Lots, the Association may maintain and keep in good order the lawn and garden areas of the Townhouse Lots ("Lawn and Garden Areas"), such maintenance to be funded as hereinafter provided. Without limiting the generality of the foregoing, the Association shall be responsible for mowing, fertilizing, trimming and otherwise caring for the lawns located within the Lawn and Garden Areas of the Townhouse Lots. The scope of such maintenance, including which items or portions of the Lawn and Garden Areas the Association shall maintain, shall be determined by the Board of Directors. All such

covenants and, to the extent not inconsistent herewith, the general rules of law regarding party walls, driveways or fences, and of liability for property damage due to negligence or willful acts or omissions, shall apply thereto.

Section 2. Sharing of Repair and maintenance Destruction by Fire or Other Casualty. If any such party wall, driveway or fence is damaged or destroyed by fire or other casualty or by some cause other than the act of one of the adjoining Owners, his agents, or family (including ordinary wear and tear and deterioration from lapse of time), then, in such event, both such adjoining Owners shall proceed forthwith to rebuild or repair the same to as good condition as formerly, in proportion to their respective use of the party wall, driveway or fence.

Section 3. Repairs of Damage Caused by One Owner. If any such party wall, driveway or fence is damaged or destroyed through the act of one adjoining Owner or any of his agents or guests or members of his family (whether or not such act is negligent or otherwise culpable) so as to deprive the other adjoining Owner of the full use and enjoyment of such party wall, driveway or fence, then the Owner responsible for such damages shall forthwith proceed to rebuild and repair the same to as good condition as formerly, without cost to the adjoining Owner.

Section 4. Encroachments. If any portion of a party wall, driveway or fence shall encroach upon any adjoining Lot, or upon the common Area or improvements thereto, by reason of reconstruction, settlement or shifting of any building, or otherwise, a valid easement for the encroachment and for the maintenance of the same as long as the building stands shall exist.

Section 5. Other Changes. In addition to meeting the other requirements of these restrictive covenants, and of any building code or similar regulations or ordinances, any owner proposing to modify, make additions to or rebuild his residence in any manner which requires the extension or other alteration of any party wall, driveway or fence, shall first obtain the written consent of the adjoining Owner.

Section 6. Right to Contribution Runs with the Land. The right of any Owner to contribution from any other owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 7. Dispute. In the event of a dispute between owners with respect to the repair of rebuilding or a party wall, driveway or fence or with respect to the sharing of the cost thereof, then, upon written request of one of such Owners addressed to the Association, the matter shall be submitted to its Board of Directors who shall decide the dispute, and the decision of such Board of Directors shall be final and conclusive upon the parties.

ARTICLE XI

Section 1. Amendment. This Declaration may be amended by an instrument executed and acknowledged by sixty-seven percent (67%) of the Members of the Land Records for Charles 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; or (ii) for so long as it is selling Lots in the Property, the Declarant may unilaterally make any amendment required by the Federal Housing Administration, the Veterans Administration, the Charles County Planning Commission (hereinafter the "Commission"), or any governmental or quasi-governmental body or institutional

Owner desires the Association to refrain from such maintenance. The Association shall not unreasonably withhold approval of such request, provided the Townhouse Lot Owner has demonstrated to the satisfaction of the Board of Directors or, in the absence thereof, the Association, his or her intentions to maintain the Lawn and Garden Area within such Townhouse Lot Owner's Lot in a manner acceptable to the Attached Unit Parcel Committee or Association. In the event a Townhouse Lot Owner decides not have the Lawn and Garden Area within his Lot maintained by the Association, such Lot Owner shall not be excused from the payment of any assessment (including Parcel Assessments) levied by the Association for the cost of maintaining the Lawn and Garden Areas. Notwithstanding anything contained herein to the contrary, prior to the lapse of the Class B memberships as provided in this Declaration, the Board of Directors may elect, in its sole discretion, to have the Association maintain all or any portion of the Lawn and garden Areas and no Owner of a Townhouse Lot may refuse or interfere with the Association's maintenance of such areas during this period; nor may any such Owner refuse or be excused from the payment of this share of the assessments for the maintenances of the Lawn and Garden Areas applicable to such Owner's Lot during such time.

The Association may, in the discretion of the Board of Directors, assume additional maintenance responsibilities upon all or any portion of the Property. In such event, all costs of such maintenance may, in the discretion of the Board of Directors, be assessed only against those Owners residing within the portion of the Property receiving the additional services. This assumption of responsibility may take place either by contract (including, but not limited to a contract between the Association and representatives of a Parcel) or because, in the opinion of the board, the level and quality of service then being provided is not consistent with the Community – Wide Standard of the Project. The provision of services in accordance with this Section shall not constitute discrimination within Members.

The cost of the maintenance of the Lawn and Garden Areas performed under this Article shall be assessed equally against each Townhouse Lot.

The Association shall also have the right to enter any Lot without the consent of the Owner and/or occupant thereof, to conduct any emergency repairs as are necessary for the maintenance and protection of other Lots or the Common Areas, Parcel Common Area or the Lawn and Garden Areas without providing notice to the Owner of such Lot. The costs of such repairs shall be collectible from the Owner of such Lot in the same manner as assessments as provided in Article VII herein.

ARTICLE X

Party Walls, Driveways, and Fences

The rights and duties of the Owners of Lots with respect to party walls, driveways, or fences shall be governed by the following:

Section 1. General Rules of Law to Apply. Each wall, driveway or fence which is constructed as a part of the original construction of the Property by the Declarant, and any part of which is placed on the dividing line between separate Lots, shall constitute a party wall, driveway or fence, as applicable, and with respect to such party wall, driveway or fence, each of the adjoining Owners shall assume the burdens, and be subjected to an easement for that portion of a party wall, driveway or fence on his Lot, and be entitled to the benefits of these restrictive

Section 6. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, by ordinary mail, postage prepaid, to the last known address of the person who appears as a Member or owner on the records of the Association at the time of such mailing.

Section 7. 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 or community facility by any public or municipal agency, authority, or utility; provided, however that the foregoing shall not be construed to prohibit dedication of street rights-of-way to public use and maintenance, by plat recordation by the Association.

Section 8. Severability. Invalidation of any one of these covenants or restrictions by Judgment, decree or order shall in no way affect any other provisions hereto, each of which shall remain in full force and effect.

Section 9. Consent by Lenders. Another provision of the Declaration, the By-Laws or the Articles of Incorporation to the contrary notwithstanding, neither the Members, the Board of Directors nor the Association shall, by act or omission, take any of the following actions without the prior written consent and approval of fifty-one percent (51%) of the holders of the first mortgages or record on the Lots:

(a) abandon, partition, alienate, release, hypothecate, dedicate, subdivide, encumber, sell or transfer any of the Common Areas or community facilities directly or indirectly owned by the Association; provided, however, that the granting of rights-of-way, easements and the like for public utilities or for the other purposes consistent with the use of the Common Areas and community facilities by the Members of the Association or the condemnation by government of Common Areas or community facilities shall not be considered a transfer within the meaning of this section; or

(b) abandon or terminate the Declaration; or

(c) modify or amend any substantive provision of the Declaration, or of these By-Laws or of the Articles of Incorporation of the Association; or

(d) merge or consolidate the Association with any other entity or sell, lease, exchange or otherwise transfer all or substantially all of the assets of the Association to another entity; or

(e) substantially modify the method of determining and collecting assessments against an Owner of his Lot as provided in the Declaration; or

(f) waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design or the exterior appearance of buildings or structures on the lots, the exterior maintenance of the Common Area party walks or common fences and driveways, or the upkeep of the lawns and plantings within the Property; or

(g) fail to maintain fire and extended coverage to the extent such coverage is reasonably obtainable on insurable Association Common Area or Property on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based on current replacement cost); or

lender as a condition of approval of the Association's documents, by the execution and recordation of such amendment following notice to all Members. Notwithstanding the foregoing, the Declarant reserves the right to make changes or revisions to the Declaration to comply with the requirements of any secondary market mortgage agencies, by filing an instrument in the Land Records, executed by the Declarant, so amending the Declaration.

Section 2. Duration. Unless amended in accordance with the provision of Section 1 of this Article and the other requirements of this Declaration, and except where permanent easements or other permanent rights or interests are herein created, the covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the owner or any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date of recordation of this Declaration, after which the said covenants shall be automatically extended for successive periods of ten (10) years each.

Section 3. Construction and Enforcement. The provisions hereof shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of the community. Enforcement of these covenants and restrictions shall be by any proceeding at law or inequity against any person or person violating or attempting to violate any covenant or restriction, either to restrain or enjoin violation or to recover damages, or both, and against any Lot to enforce the lien created hereby; and the failure or forbearance by the Association or the owner of any Lot to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

The provisions hereof may be enforced without limitation, by the Association, by any owner or any Mortgagee of any Lot which becomes subject to the provisions hereof and by any other person, firm, corporation or other legal entity who has any right to the use of any of the Common Areas and community facilities owned by the Association, including, again without limitation, any person, firm, corporation or other legal entity who has any right to the use of any of the streets or roadways owned by the Association.

There shall be and there is hereby created and declared to be a conclusive presumption that any violation or breach or attempted violation or breach of any of the within covenants or restrictions cannot be adequately remedied by action at law or exclusively by recovery of damages.

Section 4. Successors of Declarant. Any and all rights, reservations, easements, interests, exemptions, privileges and powers of the Declarant, its successors or assigns, hereunder, or any part of them, may be assigned and transferred (exclusively or non-exclusively) by the Declarant, its successors or assigns, with or without notice to the Association.

There shall be and there is hereby created and declared to be a conclusive presumption that any violation or breach or attempted violation or breach of any within covenants or restrictions cannot be adequately remedied by action at law or exclusively by recovery of damages.

Section 5. Incorporation by Reference on Resale. In the event that any Owner sells or otherwise transfers any lot, any deed purporting to effect such transfer shall contain a provision on incorporating by reference the covenant, restrictions, servitude, easement, charges and liens set forth in this Declaration.

Article XI

Management

Management Agent. The Board of Directors may employ for the Association a professional management agent or manager (the "Management Agent") at a rate of compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall from time to time authorize in writing. When professional management has been previously required by an Eligible Mortgage Holder, any decision to establish self-management by the Association shall require the consent of sixty-seven percent (67%) of the Owners and the approval of fifty-one percent (51%) of the votes of Lots subject to Eligible Mortgage Holders.

Any management agreement entered into by the Association shall provide, *inter alia*, that such agreement may be terminated for cause by either party upon thirty (30) days' written notice thereof to the other party. The term of any such management agreement shall not exceed one (1) year; provided, however, that term of any such management agreement may be renewable by mutual agreement of the parties for successive one (1) year periods.

ARTICLE XII

Rights of Planning Commission ("Commission" herein)

Any other provisions of this Declaration or the Bylaws or Articles of Incorporation of the Association to the contrary notwithstanding, neither the Members, the Board of Directors nor the Association shall, by act or omission, take any of the following actions without the prior written consent of the Commission or its designees, which consent shall not be unreasonably withheld or delayed:

- (a) abandon, partition, dedicate, subdivide, encumber, sell or transfer any of the Common Area, provided, however, that the granting of rights-of-way, easements and the like for public utilities or for other purposes consistent with the use of the Common Area by the Members of the Association shall not be considered a transfer within the meaning of this Section; or
- (b) abandon or terminate the Declaration; or
- (c) modify or amend any material or substantive provision of this Declaration, or the Bylaws or the Articles of Incorporation of the Association; or
- (d) merge or consolidate the Association with any other entity or sell, lease, exchange or otherwise transfer all or substantially all of the assets of the Association to any other entity; or
- (e) substantially modify the method of determining and collecting assessments as provided in this Declaration.

The Commission shall have the right to bring action for any legal or equitable relief necessary to enforce the rights and powers granted to the Commission hereunder.

(h) use hazard insurance proceeds for losses to any Association Common Area or Property for other than the repair, replacement or reconstruction of such Common Area or Property.

Any first mortgagee on any Lot may pay any taxes, utility charges or other charges levied against the Common Areas and community facilities which are in default and which may or have become a charge or lien against any of the Common Areas and community facilities and any such first mortgagee may pay any overdue premiums on any hazard insurance policy or secure new hazard insurance coverage on the lapse of any policy, with respect to the Common Areas and community facilities. Any first mortgagee who advances any such payment shall be due immediate reimbursement of the amount so advances from the Association.

Section 10. FHA-VA Approvals. Provided that any Lot subject to the Declaration is then encumbered by a deed of trust or mortgage which is insured by the Federal Housing Administration or guaranteed by the Veterans Administration, and, neither the Members, the Board of Directors nor the Association shall, by act or omission take any of the following actions without the prior written consent or approval of the Federal Housing Administration and the Veterans Administration, as the circumstances may require;

(a) make any annexation or additions; or

(b) abandon, partition, dedicate, subdivide, encumber, sell or transfer any of the Common Areas or community facilities directly or indirectly owned by the Association; provided, however, that the granting of rights-of-way, easements and the like for public utilities or for other purposes consistent with the use of the Common Areas and community facilities by the Members of the Association or the condemnation by government of Common Areas or community facilities shall not be considered a transfer within the meaning of this Section; or

(c) abandon or terminate the Declaration; or

(d) modify or amend any provision of the declaration, the By-Laws or Articles of Incorporation of the Association; or

(e) merge or consolidate the Association with any other entity or sell, lease, exchange or otherwise transfer all or substantially all of the assets of the Association to any other entity.

Section 11. Casualty Losses. In the event of substantial damage or destruction to any of the Common Areas or community facilities, the Board of Directors of the Association shall give prompt written notice of such damage or destruction to the holders of all first mortgages of record on the lots. No provision of this Declaration or the By-Laws of the Association shall entitle any member to any priority over the holder of any first mortgage of record on his lot with respect to the distribution to such member of any insurance proceeds paid or payable on account of any damage or destruction of any of the Common Areas or community facilities.

CHARLES CROSSING HOMEOWNERS ASSOCIATION, INC.

CONSENT AGREEMENT

The Undersigned, owning property in fee simple described as follows:

Lot Five (5) in Block Lettered "A" in that subdivision known as "PLAT TWO OF FIVE, SECTION 1-A, LOTS 1 THRU 9 AND 66 THRU 68 AND PARCEL 1, 2, 3; BLOCK A, CHARLES CROSSING", as per plat thereof recorded in Plat Book DGB49 at plat 75 among the Land Records of Charles County, Maryland and

Lots numbered Fifty-five (55), Fifty-six (56), Fifty-seven (57), Fifty-eight (58), Fifty-nine (59), and Sixty (60) in Block Lettered B" in the Subdivision known as "PLAT TWO OF TWO, SECTION 1-B, LOTS 1 THRU 78 AND PARCEL 7; BLOCK B CHARLES CROSSING", as per plat thereof recorded among the Plat Records of Charles County, Maryland in Plat Book 49 at plat 80

Do hereby consent, for the purpose of maintaining the efficient preservation of values, scheme of development and amenities in said community, to abide by the Declaration of Covenants, Conditions and Restrictions of Charles Crossing Homeowners Association, Inc. to which this Consent is attached.

The Undersigned desire to subject and/or to annex the said property into the Charles Crossing Homeowners Association, Inc. thereby affording such property owners all the rights and privileges to which its members are entitled.

IN WITNESS WHEREOF, the Undersigned have executed this instrument this 14th day of May, 1998.

REGENCY HOMES CORPORATION

Signature on File

By: David R. Priddy
Title: Vice President

STATE OF MARYLAND, COUNTY OF Prince Georges, SS:

I HEREBY CERTIFY that on the 14th day of May, 1998, before me, a Notary Public of the State of Maryland, personally appeared David R. Priddy, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, who acknowledged that they executed the same for the purpose therein contained.

WITNESS my hand and notarial seal.

My Commission expires:

03/01/1999

Gloria M. Tucker/Signature on File
Notary Public

IN WITNESS WHEREOF, the said Declarant has caused the presents to be executed and delivered.

WITNESS:

QUAD/ST. CHARLES
Limited Partnership
By: Quad/St. Charles, L.C.
General Partner

Signature on File

Original Signature on File
Sami E. Totah, Member and Manager

STATE OF MARYLAND, COUNTY OF Prince Georges. SS:

On this 24 day of April, 1998, before the undersigned officer, personally appeared Sami E. Totah, as Member and Manager of Quad/St. Charles, L.C. General Partner of Quad/St. Charles, L. P. and executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Signature on File
Notary Public

My Commission expires 03/01/1999

THIS IS TO CERTIFY this Declaration was prepared by a party hereto.

Signature on File
Samuel E. Tucker
Vice-President - Finance
Quad/St. Charles, L.C.

After Recording, return to:
Samuel E. Tucker
6525 Belcrest Road, Suite 300
Hyattsville, Maryland 20782

CHARLES CROSSING HOMEOWNERS ASSOCIATION, INC.

CONSENT AGREEMENT

The Undersigned, owning property in fee simple described as follows:

LOTS 7, 8, 9, 10, 11 AND 12, IN BLOCK "B", AS SHOWN ON A PLAT of Subdivision entitled "PLAT TWO FO TWO, SECTION 1-B, LOTS 1 THRU 78 AND PARCELS 7; BLOCK B, CHARLES CROSSING", AS PER PLAT THEREOF RECORDED AMONG THE LAND RECORDS OF CHARLES COUNTY, MARYLAND IN PLAT BOOK 49, AT PAGE NO. 80 and

LOTS 4, IN BLOCK "A" AS SHOWN ON PLAT OF SUBDIVISION ENTITLED "PLAT TWO OF FIVE, SECTION 1-A, LOTS 1 THRU 9, 66 THRU 68 AND PARCEL 1, 2, 3; BLOCK A, CHARLES CROSSING", AS PER PLAT THEREOF RECORDED AMONG THE LAND RECORDS OF CHARLES COUNTY, MARYLAND IN PLAT BOOK 49 AT PLAT 75.

Do hereby consent, for the purpose of maintaining the efficient preservation of values, scheme of development and amenities in said community, to abide by the Declaration of Covenants, Conditions and Restrictions of Charles Crossing Homeowners Association, Inc. to which this Consent is attached.

The Undersigned desire to subject and/or to annex the said property into the Charles Crossing Homeowners Association, Inc. thereby affording such property owners all the rights and privileges to which its members are entitled.

IN WITNESS WHEREOF, the Undersigned have executed this instrument this 19th day of May, 1998.

PATRIOT HOMES

Signature on File

By: Frederick W. Kunkle

Title: President

STATE OF MARYLAND, COUNTY OF Anne Arundel, SS:

I HEREBY CERTIFY that on the 14th day of May, 1998, before me, a Notary Public of the State of Maryland, personally appeared David R. Priddy, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, who acknowledged that they executed the same for the purpose therein contained.

WITNESS my hand and notarial seal.

My Commission expires:

08/01/1999

Signature on File
Notary Public

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 of Directors and each shall hold office for one (1) or until his successor is duly elected and qualified, unless he shall sooner resign, or 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 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. Any officer who is shown on the books or management accounts of the Association to be more than sixty (60) days delinquent in any payment due the Association, or who is not in attendance at three (3) meetings of the Board of Directors in a twelve month period, without consent of the Board of Directors, shall be deemed to have resigned from the Board of Directors.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the remaining Board of Directors. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he or she replaces.

Section 7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person, but in no event shall the same officer execute, acknowledge or verify any instrument in more than one capacity, if such instrument is required by law, the Declaration, the Articles of Incorporation or these By-laws to be executed, acknowledged or verified by two (2) or more officers. No person shall simultaneously hold more than one (1) 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

- (a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all promissory notes. The President shall have all of the general powers and duties which are usually vested in the office of President of a corporation, including but not limited to the power to appoint

committees from among the Members, or other persons whom the President feels are qualified, from time to time to assist in the conduct of the affairs of the Association.

Vice President

- (b) The Vice President shall act in the place and stead of the President in the event of his/her absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required by him/her or the Board.

Secretary

- (c) The Secretary shall record the votes and keep the 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 papers requiring said seal; serve notice of meeting of the Association together with their addresses, and shall perform such other duties as required.

Treasurer

- (d) The Treasurer shall cause all monies of the Association to be deposited in appropriate bank accounts and disbursed there from as directed by resolution of the Board Directors; keep proper books of account, cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year, and shall propose an annual budget and a statement of income and expenditures to be represented to the Membership at its regular annual meeting, and deliver a copy of each to the Members.

ARTICLE IX

Liability and indemnification of Officers and Directors

The Association shall indemnify every officer and director of the Association against any and all expenses, including counsel fees, reasonable incurred by or imposed upon and officer or director in connection with any action, suit or other proceeding (including the settlement of any such suit or proceeding if approved by the Board of Directors of the Association) to which he/she may be made a party by reason of being or having been an officer or director of the Association, whether or not such person is an officer or director at the time such expenses are incurred. The officers and directors of the Association shall not be liable to the Members of the Association for any mistake of judgment, negligence, or otherwise except for their own individual willful misconduct. The officers and directors of the Association shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other right to which any officer or director of the Association or former officer or director of the Association may be entitled.

ARTICLE X

Committees

The Association shall appoint an Architectural and Environmental Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE XI

Insurance

Section 1. Insurance. The Board of Directors of the Association shall obtain and maintain, to the extent reasonably available, at least the follow:

- (a) A comprehensive policy of public liability insurance with a "Severability of Interest Endorsement" or its equivalent in such amounts and in such forms as may be considered appropriate by the Board of Directors (but not less than One Million and No/100 Dollars (\$1,000,000.00) covering all claims for bodily injuries and/or property damage arising out of a single occurrence.
- (b) Such other policies of insurance, including insurance for other risks of a similar or dissimilar nature and fidelity coverage as required by these By-laws, as are or shall hereafter be considered appropriate by the Board of Directors.

Section 2. Limitations. Any insurance obtained pursuant to the requirements of this Article shall be subject to the following provisions;

- (a) All policies shall be written or reinsured with a company or companies licensed to do business in the State where the product is located and holding a rating of "A + AA" or better in the current edition of Best's Insurance Guide.
- (b) Exclusive authority to negotiate losses under said policies shall be vested in the Board of Directors of the Association, or its authorized representatives
- (c) In no event shall the insurance coverage obtained and maintained pursuant to the requirements of this Article be brought into contribution with insurance purchased by the owners of the Lots or their mortgagees, as herein permitted, and any "no other insurance" or similar clause in any policy obtained by the Association pursuant to the requirements of this Article shall exclude such policies from consideration.

ARTICLE XII

Books and Records – Fiscal Management

Section 1. Fiscal Year.

The fiscal year of the Association shall begin on the first day January every year. The commencement date of the fiscal year herein established shall be subject to change by the Board of Directors should the practice of the Association subsequent dictate.

Section 2. Principal Office – Change of Same. The principal office of the Association shall be as set forth in Article VIII of the Articles of Incorporation of the Association. The Board of Directors, by appropriate resolution, shall have the authority to change the location of the principal office of the Association from time to time.

Section 3. Books and Accounts.

Books and accounts of the Association shall be kept under the direction of the Treasurer in accordance with generally accepted accounting practices, consistently applied. The same shall include books with detailed accounts, in chronological order, of receipts and of the expenditures and other transactions of the Association and its administration and shall specify the maintenance and repair expenses of the Common Areas, Attached Unit Parcel and community facilities, services required or provided with respect to the same and any other expenses incurred by the Association. The amount of any assessment or portion of any assessment, required for payment of any capital expenditure or reserves of the Association shall be credited upon the books of the Association to the "paid-in Surplus" account as a capital contribution by the Members.

Section 4. Auditing.

At the close of each fiscal year, the books and records of the Association shall be audited by an independent Public Accountant whose report shall be prepared in accordance with general accepted auditing standards, or on the basis used in preparing the Associations' income tax returns. Based upon such report, the Association shall furnish the Members and any mortgagee requesting the same with an annual financial statement, including the income and disbursements of the Association, within one hundred eighty (180) days following the end of each fiscal year.

ARTICLE XIII

Assessments

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within twelve (12) days after the due date, the

assessment shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum, and the Association may bring an action of law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorneys' fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area, the Attached Unit Parcel or abandonment of his/her Lot.

ARTICLE XIV

Amendments

These By-laws may be amended, at a regular or special meeting of the Members, by a vote of two-thirds (2/3) of Members present in person or by proxy.

ARTICLE XV

FHA-VA Approvals – Rights of Lenders

Section 1. FHA-VA Approvals. Provided that any Lot subject to the Declaration is then encumbered by a deed of trust or mortgage which is insured by the Federal Housing Administration or guaranteed by the Veterans Administration, and provided further, that there are then Class B Memberships of the Association outstanding, neither the Members, the Board of Directors nor the Association shall, by act or omission, take any of the following action without the prior written consent or approval of the Federal Housing Administration and the Veterans Administration, as the circumstance may require.

- (a) Abandon, partition, dedicate, subdivide, encumber, sell or transfer any of the Common Areas or community facilities directly or indirectly owned by the Association; provided, however, that the granting of rights-of-way, easements and the like for public utilities or for other purposes consistent with the use of the common Areas and community facilities by the Members of the Association shall not be considered a transfer within the meaning of this Section; or
- (b) Abandon or terminate the Declaration; or
- (c) Modify or amend any provision of the Declaration, these By-laws or the Articles of Incorporation of the Association; or
- (d) Merge or consolidate the Association with any other entity or sell, lease, exchange or otherwise transfer all or substantially all of the Association in any other entity.

Section 2. Consents by Lenders. Any other provision of the Declaration, these By-laws or the Articles of Incorporation to the contrary notwithstanding, neither the Members, the Board of Directors nor the Association shall, by act or omission, take any of the following actions

without the prior written consent and approval of fifty-one percent (51%) of the holders of the first mortgages of record on the Lots:

- (a) Abandon, partition, alienate, release, hypothecate, dedicate, subdivide, encumber, sell or transfer any of the Common Areas of the community facilities directly or indirectly owned by the Association; provided, however, that the granting of rights-of-way, easements and the like for public utilities or for other purposes consistent with the use of the Common Areas and community facilities by the Members of the Association shall not be considered a transfer within the meaning of this section; or
- (b) Abandon or terminate the Declaration; or
- (c) Modify or amend any substantive provision of the Association; or
- (d) Merge or consolidate the Association with any other entity or sell, lease, exchange or otherwise transfer all or substantially all of the assets of the Association to any other entity; or
- (e) Substantially modify the method of determining and collecting assessments against an owner or his Lot as provided in the Declaration; or
- (f) Waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design or the exterior appearance of buildings or structures on the lots, the exterior maintenance of buildings or structures on the Lots, the maintenance of the Common Area party walks or common fences and driveways, or the upkeep of lawns and plantings within the property; or
- (g) Fail to maintain for and extended coverage on insurable Association Common Area on property on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based on current replacement cost); or
- (h) Use hazard insurance proceeds for losses to any Association Common Area or property for other than the repair, replacement or reconstruction or such Common Area or property.

Section 3. Additional Rights of Mortgagees – Notice. The Homeowner shall promptly notify the Charles Crossing Homeowners Association in writing within five (5) days of any change in the name or address of the holder of record of the first mortgage on their Lot. The Association shall promptly notify the holder of record of the first mortgage on any Lot for which any assessment levied pursuant to the Declaration, or any installment thereof, becomes delinquent for a period in excess of thirty (30) days and the Association shall promptly notify the holder of record of the first mortgage on any Lot with respect to which any default in any other provisions of the Declaration remains uncured for a period in excess of thirty (30) days following the date of such default. Any failure to give any such notice shall not affect the validity or priority of any first

mortgage on any Lot and the protection extended in the Declaration to the holder of any such mortgage shall not be altered, modified, or diminished by reason of such failure.

No suit or other proceeding may be brought to foreclose the lien for any assessment levied pursuant to the Declaration except after ten (10) days written notice to the holder of the first mortgage on the Lot which is the subject matter of such suit or proceeding

Any first mortgage of any Lot may pay any taxes, utility charges or other charge levied against the Common areas and community facilities which are in default and which may or have become a charge or lien against any of the Common Areas and community facilities and an such first mortgagee may pay any overdue premiums on any hazard insurance policy, with respect to the Common Areas and community facilities. Any first mortgagee who advances any such payment shall be due immediate reimbursement of the amount so advanced from the Association.

Section 4. Condemnation or Eminent Domain. In the event an part of the Common Areas and community facilities is made the subject matter of any condemnation or eminent domain proceeding, or is otherwise sought to be acquired by any condemning authority, then the Board of Directors of the Association shall give prompt written notice of any such proceeding or proposed acquisition to the holders of all first mortgages of record on the Lots. No provision of the Declaration or these Articles of Incorporation or these By-laws of the of the Association shall entitle any member to any priority over the holder of any first mortgage of record on his/her Lot with respect to the distribution to such member to such member of the proceeds of any condemnation or settlement relating to a taking of any of the Common Areas and community facilities ("Commission" herein). Any other provisions of the Declaration or the By-laws or Articles of Incorporation of the Association to the contrary notwithstanding, neither the Members, the Board of Directors nor the Association shall, by act or omission, take any of the following actions without prior written consent to the Commission, or its designees, which consent shall not be unreasonably withheld or delayed:

- (a) Abandon, partition, dedicate, subdivide, encumber, sell or transfer any of the Common Area; provided, however, that the granting of rights-of-way, easements and the like for public utilities or for other purposes consistent with the use of the Common Area by the Members of the Association shall not be considered a transfer within the meaning of this Section; or
- (b) Abandon or terminate the Declaration; or
- (c) Modify or amend any material or substantive provision of the Declaration, or the By-laws or the Articles of Incorporation of the Association; or
- (d) Merge or consolidate the Association with any other entity or sell, lease, exchange or otherwise transfer all or substantially all of the assets of the Association to any other entity; or
- (e) Substantially modify the method of determining and collecting assessments as provided in the Declaration.

The Commission shall have the right to bring action for any legal or equitable relief necessary to enforce the rights and powers granted to the Commission hereunder.

ARTICLE XVI

Interpretation – Miscellaneous

Section 1. Conflict. These By-laws are subordinate and subject to all provisions of the Declaration and to the provisions of the Articles of Incorporation of the Association. All of the terms hereof, except where clearly repugnant to the context, shall have the same meaning as they are defined to have in the Declaration. In the event of any conflict between these By-laws and the Declaration, the provisions of the Declaration shall control; and in the event of any conflict between these By-laws and the Articles Incorporation of the Association, the provisions of the Articles of Incorporation shall control.

Section 2. Notices. Unless another type of notice is otherwise specifically provided for, any and all notices called for in these By-laws shall be given in writing.

Section 3. Severability. In the event any provision provisions of the By-laws shall be determined to be invalid, void or unenforceable, such determination shall not enter invalid, void or unenforceable any other provisions hereof which can be give effect.

Section 4. Waiver. No restriction, condition, obligation or provisions of these By-laws shall be deemed to have been abrogated or, waived by reason of any failure or failures to enforce the same.

Section 5. Captions. The captions contained in these By-laws are for convenience only and are not a part of these By-laws and are not intended in any way to limit or enlarge the terms and provisions of these By-laws or to aid in the construction thereof.

Section 6. Gender, etc. Whenever in these By-laws the context so requires, the singular number shall include the plural and the converse, and the use of any gender shall be deemed to include all genders.

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 of Directors and each shall hold office for one (1) or until his successor is duly elected and qualified, unless he shall sooner resign, or 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 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. Any officer who is shown on the books or management accounts of the Association to be more than sixty (60) days delinquent in any payment due the Association, or who is not in attendance at three (3) meetings of the Board of Directors in a twelve month period, without consent of the Board of Directors, shall be deemed to have resigned from the Board of Directors.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the remaining Board of Directors. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he or she replaces.

Section 7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person, but in no event shall the same officer execute, acknowledge or verify any instrument in more than one capacity, if such instrument is required by law, the Declaration, the Articles of Incorporation or these By-laws to be executed, acknowledged or verified by two (2) or more officers. No person shall simultaneously hold more than one (1) 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

- (a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all promissory notes. The President shall have all of the general powers and duties which are usually vested in the office of President of a corporation, including but not limited to the power to appoint

committees from among the Members, or other persons whom the President feels are qualified, from time to time to assist in the conduct of the affairs of the Association.

Vice President

- (b) The Vice President shall act in the place and stead of the President in the event of his/her absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required by him/her or the Board.

Secretary

- (c) The Secretary shall record the votes and keep the 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 papers requiring said seal; serve notice of meeting of the Association together with their addresses, and shall perform such other duties as required.

Treasurer

- (d) The Treasurer shall cause all monies of the Association to be deposited in appropriate bank accounts and disbursed there from as directed by resolution of the Board Directors; keep proper books of account, cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year, and shall propose an annual budget and a statement of income and expenditures to be represented to the Membership at its regular annual meeting, and deliver a copy of each to the Members.

ARTICLE IX

Liability and indemnification of Officers and Directors

The Association shall indemnify every officer and director of the Association against any and all expenses, including counsel fees, reasonable incurred by or imposed upon and officer or director in connection with any action, suit or other proceeding (including the settlement of any such suit or proceeding if approved by the Board of Directors of the Association) to which he/she may be made a party by reason of being or having been an officer or director of the Association, whether or not such person is an officer or director at the time such expenses are incurred. The officers and directors of the Association shall not be liable to the Members of the Association for any mistake of judgment, negligence, or otherwise except for their own individual willful misconduct. The officers and directors of the Association shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other right to which any officer or director of the Association or former officer or director of the Association may be entitled.

ARTICLE X

Committees

The Association shall appoint an Architectural and Environmental Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE XI

Insurance

Section 1. Insurance. The Board of Directors of the Association shall obtain and maintain, to the extent reasonably available, at least the follow:

- (a) A comprehensive policy of public liability insurance with a "Severability of Interest Endorsement" or its equivalent in such amounts and in such forms as may be considered appropriate by the Board of Directors (but not less than One Million and No/100 Dollars (\$1,000,000.00) covering all claims for bodily injuries and/or property damage arising out of a single occurrence.
- (b) Such other policies of insurance, including insurance for other risks of a similar or dissimilar nature and fidelity coverage as required by these By-laws, as are or shall hereafter be considered appropriate by the Board of Directors.

Section 2. Limitations. Any insurance obtained pursuant to the requirements of this Article shall be subject to the following provisions:

- (a) All policies shall be written or reinsured with a company or companies licensed to do business in the State where the product is located and holding a rating of "A + AA" or better in the current edition of Best's Insurance Guide.
- (b) Exclusive authority to negotiate losses under said policies shall be vested in the Board of Directors of the Association, or its authorized representatives
- (c) In no event shall the insurance coverage obtained and maintained pursuant to the requirements of this Article be brought into contribution with insurance purchased by the owners of the Lots or their mortgagees, as herein permitted, and any "no other insurance" or similar clause in any policy obtained by the Association pursuant to the requirements of this Article shall exclude such policies from consideration.

ARTICLE XII

Books and Records – Fiscal Management

Section 1. Fiscal Year. The fiscal year of the Association shall begin on the first day January every year. The commencement date of the fiscal year herein established shall be subject to change by the Board of Directors should the practice of the Association subsequent dictate.

Section 2. Principal Office – Change of Same. The principal office of the Association shall be as set forth in Article VIII of the Articles of Incorporation of the Association. The Board of Directors, by appropriate resolution, shall have the authority to change the location of the principal office of the Association from time to time.

Section 3. Books and Accounts. Books and accounts of the Association shall be kept under the direction of the Treasurer in accordance with generally accepted accounting practices, consistently applied. The same shall include books with detailed accounts, in chronological order, of receipts and of the expenditures and other transactions of the Association and its administration and shall specify the maintenance and repair expenses of the Common Areas, Attached Unit Parcel and community facilities, services required or provided with respect to the same and any other expenses incurred by the Association. The amount of any assessment or portion of any assessment, required for payment of any capital expenditure or reserves of the Association shall be credited upon the books of the Association to the "paid-in Surplus" account as a capital contribution by the Members.

Section 4. Auditing. At the close of each fiscal year, the books and records of the Association shall be audited by an independent Public Accountant whose report shall be prepared in accordance with general accepted auditing standards, or on the basis used in preparing the Associations' income tax returns. Based upon such report, the Association shall furnish the Members and any mortgagee requesting the same with an annual financial statement, including the income and disbursements of the Association, within one hundred eighty (180) days following the end of each fiscal year.

ARTICLE XIII

Assessments

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within twelve (12) days after the due date, the

assessment shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum, and the Association may bring an action of law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorneys' fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area, the Attached Unit Parcel or abandonment of his/her Lot.

ARTICLE XIV

Amendments

These By-laws may be amended, at a regular or special meeting of the Members, by a vote of two-thirds (2/3) of Members present in person or by proxy.

ARTICLE XV

FHA-VA Approvals – Rights of Lenders

Section 1. FHA-VA Approvals. Provided that any Lot subject to the Declaration is then encumbered by a deed of trust or mortgage which is insured by the Federal Housing Administration or guaranteed by the Veterans Administration, and provided further, that there are then Class B Memberships of the Association outstanding, neither the Members, the Board of Directors nor the Association shall, by act or omission, take any of the following action without the prior written consent or approval of the Federal Housing Administration and the Veterans Administration, as the circumstance may require.

- (a) Abandon, partition, dedicate, subdivide, encumber, sell or transfer any of the Common Areas or community facilities directly or indirectly owned by the Association; provided, however, that the granting of rights-of-way, easements and the like for public utilities or for other purposes consistent with the use of the common Areas and community facilities by the Members of the Association shall not be considered a transfer within the meaning of this Section; or
- (b) Abandon or terminate the Declaration; or
- (c) Modify or amend any provision of the Declaration, these By-laws or the Articles of Incorporation of the Association; or
- (d) Merge or consolidate the Association with any other entity or sell, lease, exchange or otherwise transfer all or substantially all of the Association in any other entity.

Section 2. Consents by Lenders. Any other provision of the Declaration, these By-laws or the Articles of Incorporation to the contrary notwithstanding, neither the Members, the Board of Directors nor the Association shall, by act or omission, take any of the following actions

without the prior written consent and approval of fifty-one percent (51%) of the holders of the first mortgages of record on the Lots:

- (a) Abandon, partition, alienate, release, hypothecate, dedicate, subdivide, encumber, sell or transfer any of the Common Areas of the community facilities directly or indirectly owned by the Association; provided, however, that the granting of rights-of-way, easements and the like for public utilities or for other purposes consistent with the use of the Common Areas and community facilities by the Members of the Association shall not be considered a transfer within the meaning of this section; or
- (b) Abandon or terminate the Declaration; or
- (c) Modify or amend any substantive provision of the Association; or
- (d) Merge or consolidate the Association with any other entity or sell, lease, exchange or otherwise transfer all or substantially all of the assets of the Association to any other entity; or
- (e) Substantially modify the method of determining and collecting assessments against an owner or his Lot as provided in the Declaration; or
- (f) Waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design or the exterior appearance of buildings or structures on the lots, the exterior maintenance of buildings or structures on the Lots, the maintenance of the Common Area party walks or common fences and driveways, or the upkeep of lawns and plantings within the property; or
- (g) Fail to maintain for and extended coverage on insurable Association Common Area on property on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based on current replacement cost); or
- (h) Use hazard insurance proceeds for losses to any Association Common Area or property for other than the repair, replacement or reconstruction or such Common Area or property.

Section 3. Additional Rights of Mortgagees – Notice. The Homeowner shall promptly notify the Charles Crossing Homeowners Association in writing within five (5) days of any change in the name or address of the holder of record of the first mortgage on their Lot. The Association shall promptly notify the holder of record of the first mortgage on any Lot for which any assessment levied pursuant to the Declaration, or any installment thereof, becomes delinquent for a period in excess of thirty (30) days and the Association shall promptly notify the holder of record of the first mortgage on any Lot with respect to which any default in any other provisions of the Declaration remains uncured for a period in excess of thirty (30) days following the date of such default. Any failure to give any such notice shall not affect the validity or priority of any first

mortgage on any Lot and the protection extended in the Declaration to the holder of any such mortgage shall not be altered, modified, or diminished by reason of such failure.

No suit or other proceeding may be brought to foreclose the lien for any assessment levied pursuant to the Declaration except after ten (10) days written notice to the holder of the first mortgage on the Lot which is the subject matter of such suit or proceeding

Any first mortgage of any Lot may pay any taxes, utility charges or other charge levied against the Common areas and community facilities which are in default and which may or have become a charge or lien against any of the Common Areas and community facilities and an such first mortgagee may pay any overdue premiums on any hazard insurance policy, with respect to the Common Areas and community facilities. Any first mortgagee who advances any such payment shall be due immediate reimbursement of the amount so advanced from the Association.

Section 4. Condemnation or Eminent Domain. In the event an part of the Common Areas and community facilities is made the subject matter of any condemnation or eminent domain proceeding, or is otherwise sought to be acquired by any condemning authority, then the Board of Directors of the Association shall give prompt written notice of any such proceeding or proposed acquisition to the holders of all first mortgages of record on the Lots. No provision of the Declaration or these Articles of Incorporation or these By-laws of the of the Association shall entitle any member to any priority over the holder of any first mortgage of record on his/her Lot with respect to the distribution to such member of the proceeds of any condemnation or settlement relating to a taking of any of the Common Areas and community facilities ("Commission" herein). Any other provisions of the Declaration or the By-laws or Articles of Incorporation of the Association to the contrary notwithstanding, neither the Members, the Board of Directors nor the Association shall, by act or omission, take any of the following actions without prior written consent to the Commission, or its designees, which consent shall not be unreasonably withheld or delayed:

- (a) Abandon, partition, dedicate, subdivide, encumber, sell or transfer any of the Common Area; provided, however, that the granting of rights-of-way, easements and the like for public utilities or for other purposes consistent with the use of the Common Area by the Members of the Association shall not be considered a transfer within the meaning of this Section; or
- (b) Abandon or terminate the Declaration; or
- (c) Modify or amend any material or substantive provision of the Declaration, or the By-laws or the Articles of Incorporation of the Association; or
- (d) Merge or consolidate the Association with any other entity or sell, lease, exchange or otherwise transfer all or substantially all of the assets of the Association to any other entity; or
- (e) Substantially modify the method of determining and collecting assessments as provided in the Declaration.

The Commission shall have the right to bring action for any legal or equitable relief necessary to enforce the rights and powers granted to the Commission hereunder.

ARTICLE XVI

Interpretation – Miscellaneous

Section 1. Conflict. These By-laws are subordinate and subject to all provisions of the Declaration and to the provisions of the Articles of Incorporation of the Association. All of the terms hereof, except where clearly repugnant to the context, shall have the same meaning as they are defined to have in the Declaration. In the event of any conflict between these By-laws and the Declaration, the provisions of the Declaration shall control; and in the event of any conflict between these By-laws and the Articles Incorporation of the Association, the provisions of the Articles of Incorporation shall control.

Section 2. Notices. Unless another type of notice is otherwise specifically provided for, any and all notices called for in these By-laws shall be given in writing.

Section 3. Severability. In the event any provision provisions of the By-laws shall be determined to be invalid, void or unenforceable, such determination shall not enter invalid, void or unenforceable any other provisions hereof which can be give effect.

Section 4. Waiver. No restriction, condition, obligation or provisions of these By-laws shall be deemed to have been abrogated or, waived by reason of any failure or failures to enforce the same.

Section 5. Captions. The captions contained in these By-laws are for convenience only and are not a part of these By-laws and are not intended in any way to limit or enlarge the terms and provisions of these By-laws or to aid in the construction thereof.

Section 6. Gender, etc. Whenever in these By-laws the context so requires, the singular number shall include the plural and the converse, and the use of any gender shall be deemed to include all genders.

IN WITNESS WHERE OF, we, being the Directors of CHARLES CROSSING HOMEOWNERS ASSOCIATION, INC., have hereunto sit our hands this 24th day of April, 1998.

WITNESS:

Original Signature on File

Samuel E. Tucker

Original Signature on File

M. James Hoffman, II

Original Signature on File

Christopher Hanessian

CERTIFICATION

I, the undersigned do hereby certify:

THAT I am duly elected and acting Secretary of Charles Crossing Homeowners Association, INC., a Maryland non-stock, non-profit corporation, and

THAT the forgoing By-laws of said Association, as duly adopted on the 24th day of 1998, by Informal Action of the Board of Directors in lieu of an Organizational Meeting.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association on the 24th day of April, 1998.

Original Signature on File

M. James Hoffman, II, Secretary

Resolution of:

Charles Crossing Homeowners Association

We, the undersigned, being all the directors of this corporation consent and agree that the following corporate resolution were made:

On, January 2, 2013

At 7pm

At_3175 Sedgewick Drive Waldorf, Maryland 20603

We do hereby consent to the adoption of the following as it was adopted at a regularly called meeting of the Board of Directors of this Association. In accordance with the By-Laws of the Association, and by unanimous consent, the Board of Directors has elected to adopt the following Resolution:

Pursuant to Article VII – Section 7 (c & d)

GARBAGE CONTAINERS, TRASH, GREEN WAST AND BURNING

- 1. Trash and garbage containers shall not be permitted to remain in public view except on days of trash collection. Garbage, trash and other refuse shall be placed in a covered trash container.**
- 2. Green-waste may be stored outside the house as long as it's the appropriate brown lawn/leaf bags for collections.**
- 3. No incinerator shall be kept or maintained upon any lot. No burning of trash and no accumulation or storage of litter, lumber, scrap metals, refuse, bulk materials, waste, new or used building materials, or trash of any other kind shall be permitted on any lot.**
- 4. Beginning January 1, 2017, bulk trash will be provided to the community, at no additional cost. This service will be available every Thursday, any other days will incur additional cost to the resident.**
- 5. Bulk trash includes the following: furniture, extra yard debris, mattresses, and other large non-metallic household items (not to exceed 2 pieces at a time). Other bulk will be picked up at a cost.**

The Board of Directors for this Association is authorized to perform the acts to carry out this resolution.

Donna Jackson, President
Printed Name/Title

Signature on File
Signature

3/22/2017
Date

Ramona Stiles, Secretary
Printed Name/Title

Signature on File
Signature

3/22/2017
Date

Kory Miller, Treasurer
Printed Name/Title

Signature on File
Signature

3/22/2017
Date

Ramona Thomas/Secretary
Printed Name/Title

Date

Signature on file
Signature

The Board of Directors for this Association is authorized to perform the acts to carry out these resolutions.

Donna Jackson, President

Printed Name/Title

Signature

Date

Ramona Stiles, Secretary

Printed Name/Title

Signature

Date

Kory Miller, Treasurer

Printed Name/Title

Signature

Date

The Secretary of the Association certifies that the above is a true and correct copy of the resolutions that were duly adopted at a meeting of the Board of Directors.

Ramona Stiles/Secretary

Printed Name/Title

Date

Signature

**Charles Crossing HOA
Resolution/Covenant Amendment**

RE: Resolution/Pursuant to Article VII – Section 1 of the By-laws

Effective: December 1, 2008

Resolution #: 1

The Charles Crossing HOA Board of Directors has voted and passed a resolution, with regard to Trash Services.

It is hereby ordered that no outside vendors may be contracted within the neighborhood. Homeowner's will not be permitted to privately contract for trash removal services. These are provided by the HOA, and only Contractors secured by the Board of Directors will be permitted.

Any infraction will result in a \$150.00 fine per infraction and is subject to finance charges, collection and legal costs fees associated with the enforcement of this resolution.

<u>Donna Jackson</u>	<u>Original Signature on File</u>	<u>12/1/2008</u>
President	Signature	Date
<u>Joseph Flores</u>	<u>Original Signature on File</u>	<u>12/1/2008</u>
Vice President	Signature	Date
<u>Kory Miller</u>	<u>Original Signature on File</u>	<u>12/1/2008</u>
Treasurer	Signature	Date
<u>Ramona Thomas</u>	<u>Original Signature on File</u>	<u>12/1/2008</u>
Secretary	Signature	Date

CHARLES CROSSING HOMEOWNERS ASSOCIATION, INC.

POLICY RESOLUTION NO. 1

SATELLITE DISH AND EXTERIOR ANTENNA GUIDELINES

WHEREAS, Article VII, Section 1 of the Bylaws of Charles Crossing Homeowners Association, Inc. (hereinafter "the Association") grants the Board of Directors (hereinafter "the Board") the power to make and amend rules and regulations respecting the Association,

WHEREAS, the Federal Communications Commission ("FCC") adopted a rule effective October 14, 1996, which is intended to supersede the regulations of associations concerning the installation, maintenance, and use of direct broadcast satellite, television broadcast, and multipoint distribution service antennas ("antennas"); and

WHEREAS, the Board of Directors believes it is in the best interest of the Association for the Board to adopt reasonable regulations governing installation, maintenance, and use of exterior antennas consistent with the FCC rule.

THE BOARD OF DIRECTORS HEREBY RESOLVES THAT, the following regulations for the Association, hereinafter referred to as the "Rules," are adopted and shall be binding upon all Lot Owners and their family members, tenants, occupants, successors, heirs, and assigns who currently or in the future may possess any sort of property interest within the Association, and which shall supersede any current restrictions of record or previously adopted rules on the same subject matter.

I. APPLICATION/NOTIFICATION

- A. Lot Owners may either submit an application to the Association for approval of their proposed antenna or a notice of installation of the antenna. If the Lot Owner submits an application, it is preferred that the application be submitted thirty (30) days before installation.
- B. If a Lot Owner submits an application to the Association for approval of the antenna, the Association will review the application on an expedited basis. If the application meets all of the required criteria stated in this rule, the Association will rule on the application within thirty (30) days of receipt of the application and issue a written notice of the ruling to the Unit Owner.
- C. If a Lot Owner submits a notice of installation of an antenna to the Association, the notice should be filed within three (3) business days of installation. In such case, the Lot Owner bears all risks that the antenna must be relocated or removed because it does not comply with the Rules stated herein.
- D. Lot Owners must file their application or notice of installation of antenna by mail to the Charles Crossing Homeowners Association at 1282 Smallwood Drive, West #506, Waldorf, MD 20603

II. INSTALLATION

- A. Antenna Size and Type
 1. Lot Owners may install a satellite dish that is one meter (39.37 inches) or less in diameter wholly on their Lot. Satellite dishes that are larger are strictly prohibited.
 2. Lot Owners may not install any type of antenna that transmits a signal of any sort or disrupts the reception of the radios and television sets of neighbors. Such antennas are strictly prohibited.
 3. Any type of antenna not specifically protected by the FCC rule is strictly prohibited.
- B. Location
 1. The Association prefers that all satellite dishes be installed in the Lot Owner's backyard. However if it is necessary to install the satellite dish on the side of the house or in front in order to receive satellite signal, the dish should be screened and should blend with the Lot.
 2. Lot Owners are prohibited from installing an antenna which in any way, shape or form encroaches upon any common elements (including common element air space), or any other Lot Owner's Lot.
 3. Lot Owners are strictly prohibited from installing antennas on the common elements of the Association.

III. ANTENNA CAMOUFLAGING

- A. The Association reserves the power to require Lot Owners (or the tenant residing in their Unit) to paint any portion of the antenna so that it matches or is reasonably compatible with the color of the structure to which it is attached. If such a requirement would void the warranty from the manufacturer, the Lot Owner must submit a copy of the warranty to the Association in order to be absolved of the requirement.
- B. The Association reserves the power to require Lot Owners to install or provide screening. In no event will a Lot Owner be required to incur an unreasonable expense to install screening. Any such screening must be installed within one week of installation of the antenna.
- C. Lot Owners are prohibited from installation of antenna wiring outside the boundary of their Lot.

IV. INSURANCE

The Association shall not accept any responsibility to insure any antenna installed by Lot Owner. The antenna shall be considered the personal property of the Unit Owner who installed the antenna.

V. INSTALLATION BY TENANTS

These Rules shall apply in all respects to tenants. Those tenants who desire to install an antenna permitted under these Rules must obtain prior written permission of the Lot Owner/landlord and furnish the Association with a copy of this permission with the application and/or notification form.

VI. ENFORCEMENT

- A. If these rules are violated, the Association reserves all of its legal remedies, including, but not limited to, the enactment of penalties, subject to Article VII, Section 1(a) and (f) of the Bylaws and the Maryland Homeowners Association Act.
- D. If any antenna installation poses a serious, immediate safety hazard or threat to property, the Association reserves the power to remove the antenna without notice to the owner; however, whenever feasible, the Association shall provide advance written notice to the Lot Owner of the Board's concerns for safety and its request of the Lot Owner remove, relocate, or re-secure the antenna.

VII. SEVERABILITY

If a court of law rules any provision herein to be invalid, the remainder of these rules shall remain in full force and effect.

RESOLUTION ACTION SHEET

Resolution Number: #1
Resolution Title: Satellite Dish and Exterior Antenna Guidelines
Date of Adoption: February 7, 2012

The above-referenced Resolution was adopted by the Board of Directors as of the date set forth.

Signatures:

Vote: (Y/N)

SIGNATURE ON FILE

**Danna Jackson
Director/President**

Y

SIGNATURE ON FILE

**Joseph Flores
Director/Vice President**

Y

SIGNATURE ON FILE

**Kory Miller
Director/Treasurer**

Y

ATTEST:

SIGNATURE ON FILE

**Ramona Thomas
Secretary**

07 February 2012

Date

350157

CHARLES CROSSING HOMEOWNERS ASSOCIATION, INC.

POLICY RESOLUTION NO. 2

DEFERRED ASSESSMENT RESOLUTION

WHEREAS, Article IV, Section 1 of the Bylaws of Charles Crossing Homeowners Association, Inc. (hereinafter "the Association") grants the Board of Directors (hereinafter, "the Board") the power to manage the affairs of the Association; and

WHEREAS, the Board of Directors has been advised by the Association's accountants that it is in the Association's best interests to adopt certain resolutions for income tax filing purposes.

NOW, THEREFORE, BE IT RESOLVED THAT the following resolution is adopted:

The Association elects to apply all or part of the 2012 excess assessment income to the following year's assessments and that such final amount shall be at the Board's discretion.

RESOLUTION ACTION SHEET

RESOLUTION NUMBER: #2

RESOLUTION TITLE: DEFERRED ASSESSMENT RESOLUTION

DATE OF ADOPTION: December 4, 2012

The above-referenced Resolution was adopted by the Board of Directors as of the date set forth.

Signatures:

Vote: (Y/N)

SIGNATURE ON FILE

Donna Jackson
Director/President

Y

SIGNATURE ON FILE

Kory Miller
Director/Treasurer

Y

ATTEST:

SIGNATURE ON FILE

Ramona Stiles
Secretary

04December2012

Date

**ARTICLES OF INCORPORATION
OF
CHARLES CROSSING HOMEOWNERS ASSOCIATION, INC**

I, the undersigned natural person of the age of eighteen (18) years or more, acting as incorporator of a corporation, adopt the following Article of Incorporation for such corporation:

FIRST: Name. The name of the corporation is Charles Crossing Homeowners Association, Inc.

SECOND: Duration. The duration of the corporation shall be perpetual.

THIRD: Non-Stock, Non-Profit Corporation. The corporation is not authorized to issue capital stock.

FOURTH: Purposes. The purpose or purposes for which the corporation is organized are as follows:

- (a) To organize and operate a corporation, no part of the net earnings of which is to inure to the benefit of any member of other individuals.
- (b) To acquire and to own and to provide for the maintenance, architectural control and management of certain open spaces and other community and recreational facilities located within a community known as Charles Crossing in Charles County, Maryland; and
- (c) 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, Conditions and Restrictions, hereinafter called the "Declaration," applicable to the Property and recorded or to be recorded among the Land Records of the County of Prince William, Virginia, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length and made a part hereof;
- (d) Fix, levy, collect, and enforce payment by any lawful means, of all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith, including all office expenses, licenses, taxes or governmental charges levied or imposed against the property of the Association and all other expenses incident to the conduct of the business of the Association;
- (e) Borrow money, and with the assent of more than two-thirds (2/3) of each class of members; mortgage, pledge, deed in trust or hypothecate any or all of the real or personal property owned by the Association as security for money borrowed or debts incurred.

- (f) Dedicate, sell, or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by all members entitled to vote. No such dedication or transfer shall be effective unless two-thirds (2/3) of each class of the then voting members agree to such dedication, sale or transfer at any special meeting of the members duly called for such purpose.
- (g) Participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of more than two-thirds (2/3) of each class of members, unless the Declaration or By-Laws provides otherwise.
- (h) To conduct all other lawful activities that the corporation may elect to pursue.

FIFTH: Membership. The authorized number of memberships of this corporation shall be as set out in this section below. Said memberships shall consist of the following classes:

- a. **Class A Memberships.** There is authorized a number of Class A memberships that equals the total number of lots located in the property described in the Declaration applicable to the subject community. Except for the Declarant, its successors or assigns, every person or entity, who is a record owner of a fee interest in any lot which is part of the property described in the Declaration or which otherwise becomes subject by the covenants set forth in the Declaration to assessment by the Association, shall be Class A member of the Association; provided, however, that any such person or entity, who holds such interest solely as a security for the 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 for each lot owned.
- b. **Class B Memberships.** The Class B member shall be the Declarant, its nominee or nominees, and shall include every person or entity, who shall obtain any Class B membership by specific assignment or as a result of any legal proceeding or other assignment of asset or other legal assignment of asset from the Declarant. The class B member of members shall have one Class B membership for each lot in which such members holds the interest otherwise required for a Class A membership. Each Class B member shall be entitled to three (3) votes for each lot in which such member holds the interest otherwise required for a Class A membership. Each Class B member shall lapse and become a nullity on the first to happen of the following events:
 - (i) if the total authorized issued and outstanding Class A memberships equal or exceed the total authorized, issued and outstanding Class B memberships multiplied by three (3);
 - (ii) on December 31, 2007; or

- (iii) upon the surrender of said Class B membership by the then holder(s) thereof for cancelation on the books of the Association.

Upon the lapse of any Class B memberships as provided for in this Article, the Declarant shall thereafter become and remain a Class A member of the Association as to each and every lot in which the Declarant then holds the interest otherwise required for Class A membership.

The members of the Association shall have no pre-emptive rights, as such members, to acquire any memberships of this Association that may at any time be issued by the Association except as may be specifically provided in this article.

SIXTH: Lien on Memberships. The corporation shall have a lien on the outstanding Class A memberships in order to secure payment of any sums which shall be due or become due from the holders hereof for any reason whatever.

SEVENTH: Resident Agent. The name of the resident agent of the corporation is Samuel E. Tucker who is an adult citizen of Maryland whose principal address is 6525 Belcrest Road, Suite 300, Hyattsville, Maryland 20782.

EIGHTH: Principal Office. The principal office of the corporation is 6525 Belcrest Road, Suite 300, Hyattsville, Maryland 20782.

NINTH: Directors. The number of directors constituting the initial Board of Directors of the corporation is three (3).

The names and addresses of the persons who are to serve as directors until the first annual meeting of shareholders or until their successors shall be elected and qualify, are as follows:

Samuel E. Tucker
6525 Belcrest Road
Suite 300
Hyattsville, Maryland 20782

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**AMENDED AND RESTATED
CHARLES CROSSING
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS DECLARATION, made this 24 day of April, 1998, by Quad/St. Charles, Limited Partnership, a Maryland limited partnership, hereinafter sometimes called "the Declarant".

WITNESSETH

WHEREAS, the Declarant is the owner of the real property described in Exhibit A of this Declaration attached hereto and reference made a part hereof (except those Lots previously conveyed and subjected to the terms of this Declaration by consent of the owners thereof as attached hereto and incorporated herein) and desires to create thereon a residential community with permanent Common Areas; and

WHEREAS, the Declarant desires to provide for the preservation and enhancement of property values, amenities, and opportunities in said community contributing to the personal and general health, safety, and welfare of the residents and for the maintenance of the land and any improvements subsequently erected thereon, and to this end desires to subject the real property described in Exhibit A, 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 each owner thereof; and

WHEREAS, the Declarant has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an association to which should be delegated and assigned the powers and duties of maintaining and administering the Common Areas and facilities which may subsequently be erected thereon, administering and enforcing the within covenants and restriction, and disbursing the charges and assessments hereinafter created; and

WHEREAS, the Declarant has formed (or intends to form) Charles Crossing Homeowners Association as a non-profit, non-stock corporation under the laws of the State of Maryland for the purposes of carrying out the powers and duties aforesaid.

NOW, THEREFORE, the Declarant declares that the real property described in Exhibit A is and are and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, and liens hereinafter set forth, and further that Declarant hereby delegates and assigns to the Charles Crossing Homeowners Association the power of owning, maintaining, and administering the Common Areas and facilities which may be erected thereon, and enforcing the covenants and restrictions, collecting and disbursing the assessments and charges hereinafter created, and promoting the recreation, health, safety, and welfare of the residents. This Declaration shall be deemed to run with and bind the land and shall inure to the benefit of and be enforceable by the Declarant, its successors and assigns, and any person or entity acquiring or owning an interest in said property and improvements.

ARTICLE I

Section 1. Definitions. The following words, when used in this Declaration, shall have the following meanings:

- (a) "Approval" shall mean and refer to the issuance by any public agency of written approval, or any written waiver of approval rights, or a letter of "no objection."
- (b) "Association" shall mean and refer to the Charles Crossing Homeowners Association and its successors or assigns.
- (c) "Attached Unit Parcel" shall mean and refer to (i) all of the Townhouse Lots subject to this Declaration, including the dwellings constructed thereon and (ii) the common Area which appurtenant to and primarily serves and benefits such Townhouse Lots which is hereby deemed Parcel common Area of such Attached Unit Parcel.
- (d) "Common Area" shall mean and refer to all real property and improvements thereon owned or leased by the Association.
- (e) "Declaration" shall mean and refer to the covenants, conditions, and restriction all other provisions set forth in the entire document, as they may be from time to time amended.
- (f) "Developer" shall mean and refer to the Declarant, its successors and assigns; provided, however, that no successor or assign of the developer shall have any rights or obligations of the developer hereunder unless such rights and obligations are specifically set forth in the instrument of succession or assignment or unless such rights and obligations pass by operation of the law.
- (g) "Development Plan" shall mean and refer to the total general scheme of intended use of the land and the property approved by Charles County, Maryland, as depicted on the approved Preliminary Plan of Subdivision, for that project known as Charles Crossing.
- (h) "Lot" shall mean a parcel of land, occupied or to be occupied, by a building and its accessory buildings or by group dwellings and their accessory buildings, including but not limited to detached dwelling units and townhouse dwelling units, together with such open spaces required under the provisions of the Charles County code (the "Code" having at least the minimum area required by the code for a lot in the zone in which same is situated; and having its principal on a private right-of-way or easement approved by Charles County Planning Board. The term "Record Lot" means the land designated as a separate and distinct parcel of land on a legally recorded deed filed among the Land Records of Charles County.
- (i) "Member" shall mean and refer to the members of the Association, which shall consist of all owners and to every person or entity who holds any class of membership in the Association.

- (j) "Notice" shall mean and refer to (1) written notice delivered personally or mailed to the last known address of the intended recipient, or (2) notice published at least once each week for two consecutive weeks in a newspaper having a general circulation in Charles County.
- (k) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lots situated on the property, which is subjected to this Declaration from time to time, including contract sellers, other than Declarant, but excluding those having such interest solely as security for the performance of an obligation.
- (l) "Project" and "Community", as used in this Declaration, shall mean and refer to that certain community being developed by the Declarant in Charles County, Maryland, known as "Charles Crossing"
- (m) "Property" shall mean that real property described in Exhibit A attached hereto.
- (n) "Quorum of Members" shall mean and refer to the representation by presence or proxy of members who hold 50% of the outstanding votes unless otherwise defined within the Bylaws of the Charles Crossing Homeowners Association.
- (o) "SFD Lot" shall mean and refer to any lot upon which there is situated or is intended to be situated a single-family detached dwelling unit.
- (p) "Townhouse Lot" shall mean and refer to those lots upon which there is situated or intended to be situated a townhouse unit or similar attached dwelling unit.

ARTICLE II

Section 1. Property Subject to the Declaration. The real property which is, and shall be held, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied and improved subject to this Declaration is located in Charles County, Maryland, and is particularly described in "Exhibit A", attached hereto and made by this reference a part hereof.

Section 2. Additions. The scheme of the within covenants and restrictions shall not, however, be extended to include any such additional property unless and until the same is annexed to real property described on Exhibit A as hereinbefore provided.

Section 3.

Any annexations made pursuant to this Article, or otherwise, shall be made by recording a Supplementary Declaration of Covenants, Conditions and Restrictions among the Land Records for Charles County, Maryland, which Supplementary Declaration shall extended the scheme of the within Declaration of Covenants, Conditions and Restrictions to such annexed property. Such Supplementary Declaration may contain such complementary additions and modifications to the covenants and restrictions set forth within Declaration as may be necessary to reflect the different character or use, if any, of such annexed property.

ARTICLE III

Section 1. Membership. The number of Memberships equals the total number of Recorded Lots located in the property described in Exhibit "A", and such Lots may be annexed to the Declaration from time to time. Except for the Declarant, its successors and assigns, every person or entity, who is an Owner of a fee interest in any lot which is part of the Property described in the Declaration or which otherwise becomes subject by the covenants set forth in the Declaration, to assessment by the Association, shall be a member of the Association; provided, however, that any such person or entity, who holds such interest solely as security for the performance of an obligation shall not be a Member solely on account of such interest. Each Member shall be entitled to one (1) vote for each Lot owned.

The Members of the Association shall have no pre-emptive rights, as such Members, to acquire any memberships of this Association that may at any time be issued by the Association except as may be provided in this Article.

ARTICLE IV

Section 1. Member's Right of Enjoyment. Every Member shall have a right and easement of enjoyment in and to the Common Areas and any community facilities that may be erected thereon and such easement shall be appurtenant to and shall pass with the fee simple title to every lot (and the owners of the townhouse units shall have exclusive right and easement of enjoyment in the Attached Unit Parcel to the extent provided in the Declaration or any Supplemental Declaration) subject to the following:

- (a) the right of the Association, in accordance with its Articles of Incorporation and By-Laws, and with the consent of two-thirds (2/3) of the Members of the Association present at a duly constituted meeting, voting separately, to borrow money for the purpose of improving the common Areas and erecting community facilities in a manner designed to promote the enjoyment and welfare of the Members and aid thereof to mortgage any of the Common Areas and community facilities; and
- (b) the right of the Association, acting by and through its Board of Directors, to levy reasonable admission and other fees for the use of any community facilities situated upon the property by the Members of the Association and their families, tenants and guest; provided, however, that any such fee shall be charged on a uniform basis for each Member and, provided further, that in no event shall the Association levy any fee for the use of any streets, roadways or parking areas which are situated upon the property; and
- (c) the right of the Association to take such steps as are reasonable necessary to protect the property of the Association against mortgage default and foreclosures; provided, however, that the same are in conformity with the other provisions of this Declaration; and

(d) the right of the Association to adopt reasonable rules respecting use of the Common Areas and community facilities that may be erected thereon to reasonably limit the number of guests of Members to the use of any facilities which are developed upon the property; and

(e) the right of the Association to suspend the voting rights and the rights to use the Common Areas and community facilities (except for the rights to the use of streets, roadways

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and parking areas, which shall not be subject to suspension for any reason) for any period during which any assessment remains unpaid for any period not to exceed thirty (30) days for any infraction of any of the published rules and regulations of the Association; and

(f) the right of the Association to dedicate or transfer all or any part of the Common Areas or community facilities 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; provided, however, that no such dedication or transfer or determination as to the purposes or as to the conditions thereof, shall be effective unless two-thirds (2/3) of the Members of the Association present at a duly constituted meeting consent to such dedication, transfer, purpose, and conditions, at any special meeting of the Members duly called for such purpose.

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

(h) the right of the Association, acting by and through its Board of Directors, to open the Common Areas and community facilities, or any portions thereof, to a wider public, all for such purposes and on such basis as the Board of Directors may from time to time consider appropriate.

Section 2. Delegation of Right of Use. Any member of the Association may delegate his rights to the use and enjoyment of the Common Areas and community facilities to the members of his family who reside permanently with him and to his tenants, contract purchasers and guests, all subject to such reasonable rules and regulations which the Association may adopt and uniformly apply and enforce.

Section 3. Management Agreement. The Association shall have the power to enter into management agreements provided that such agreements shall not exceed one (1) year in term and shall provide for termination by either party, with or without cause, and without penalty, upon giving of ninety (90) days notice.

Section 4. Books and Records. Any Member, or its mortgage, shall have the right to inspect, and the Association shall make available for inspection, the books and records of the Association at the offices of the Association during normal business hours of the Association.

ARTICLE V

Section 1. Annual Maintenance Assessments. Each person or entity who becomes a fee owner of a lot by acceptance of a deed therefore, whether or not it shall be so expressed in such a deed or other conveyance, shall be deemed to covenant and agree to pay the Association, in advance, a monthly sum (herein sometimes referred to as "maintenance assessments") equal to one-twelfth (1/12th) of the Member's proportionate share of the sum required by the Board of Directors to meet its annual expenses, including but in no way limited to, the following:

- (a) the cost of all operating expenses of the Common Areas and community facilities and the services furnished to or in connection with the Common Areas and community facilities, including charges by the Association for any services furnished by it; and
- (b) the cost of necessary management and administration of the Common Areas and community facilities, including fees to any Management Agent; and
- (c) the amount of all taxes and assessments levied against the Common Areas and community facilities; and
- (d) the cost of fire and extended liability insurance on the Common Areas and community facilities and the cost of such other insurance as the Association may affect with respect to the Common Areas; and
- (e) the cost of maintaining, replacing, repairing and landscaping the Common Areas and community facilities and such equipment as the Board of Directors shall determine to be necessary and proper in connection therewith; and
- (f) the cost of funding all reserves established by the Association, including, when appropriate, a general operating reserve and reserve for replacements.

The Board of Directors shall determine the amount of the maintenance assessment annually, but may do so at more frequent intervals should circumstances require. Upon resolution of the Board of Directors, installments of annual assessments may be levied and collected on a quarterly, semiannual or annual basis rather than on the monthly basis hereinabove provided for. Any Member may prepay one or more installments on any annual maintenance assessment levied by the Association, without premium or penalty.

The Board of Directors shall prepare, or cause the preparation of an annual operating budget for the Common Areas and community facilities. The Board of Directors of the Association shall make reasonable efforts to fix the amount of the annual maintenance assessment against each lot for each assessment period of at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the lots and the annual maintenance 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. Written notice of the annual maintenance assessments shall be thereupon sent to the Members. The omission of the Board of Directors, before the expiration of any assessment period, to fix the amount of the annual maintenance assessment hereunder for that or the next period, shall not be deemed a waiver or modification in any respect of the

provisions of the Article or a release of any Member from the provisions of the Article a release of any Member from the obligation to pay the annual maintenance assessment, or any installment thereof, for that or any subsequent assessment period, but the annual maintenance assessment fixed for the preceding period shall continue until a new maintenance assessment is fixed. No Member may exempt himself from liability for maintenance assessments by abandonment of any lot belonging to him or by the abandonment of his right to the use and enjoyment of the Common Areas and community facilities.

Except as may be specifically provided for herein, this Declaration does not contemplate that the Association shall have any responsibility for the maintenance or repair of the dwellings or their appurtenances and the responsibility and duties of the Association for maintenance and repairs shall be limited to the Common Areas and community facilities. The owner of any lot shall, at his own expense, maintain his lot and dwelling, and any and all appurtenances thereto, in good order, condition and repair and in a clean, slightly and sanitary condition at all times.

Section 2. Special Maintenance Assessments. In addition to the regular maintenance assessments authorized by this Article, the Association may levy in any assessment year a special maintenance assessment or assessments, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, inordinate repair or replacement of a described capital improvement located upon, or forming a part of the Common Areas, including the necessary fixtures and personal property related thereto, or for such other purpose as the Board of Directors may consider appropriate; provided that any such assessment shall have the assent of the Members representing two-thirds (2/3) or each class of the then Members of the Association present at a duly constituted meeting. A meeting of the Members shall be duly called for this purpose.

Section 3. Special Private Rights-of-Way Maintenance Assessments. In addition to the regular and the special maintenance assessments authorized by this Article, the Association shall levy an assessment per year for the purpose of maintaining sufficient funds for the repair, repaving and maintenance of the private rights-of-way and any gate that may be erected. Pursuant to the above clause there shall be an escrow account set up for the exclusive purposes set forth in this section. The Charles Crossing Homeowners Association shall maintain any private rights-of-way in a manner at least equal to that in which public rights-of-way are maintained.

Section 4. Fee For Annual Maintenance Assessments. The annual maintenance assessment shall be levied at a uniform rate for all lots of a similar type, i.e. SFD Lots and Townhouse Lots. Different rates of assessment may be assessed against SFD Lots and Townhouse Lots based upon the actual benefit received by such Lots from the services performed by the Association as determined by the Board of Directors. The Maintenance Assessments may be levied either monthly, quarterly, semi-annually or annually as determined by the Board of Directors of the Association.

Section 5. Increase in Maximum Annual Maintenance Assessment.

(a) From and after January 1, 1999, the maximum annual maintenance assessment for all Members, may be increased by the Board of Directors of the Association, without a vote of the Members, by an amount equal to ten percent (10%) of the maximum annual assessment for the preceding year plus the amount by which any real estate taxes and assessments and other insurance premiums payable by the Association have increased over the amounts payable for the same or similar items for the previous year.

(b) From and after January 1, 1999, the maximum annual maintenance assessment for all Members may be increased above the established by the preceding paragraph by a vote of the Members, as hereinafter provided, for the next succeeding year. Any change made pursuant to this paragraph shall have the assent of two-thirds (2/3) of the Members of the Association present at a duly constituted meeting. A meeting of the members shall be called for this purpose.

Section 6. Reserve for Replacements. The Association must establish and maintain reserve funds for replacements of the Common Areas and community facilities and the Attached Unit Parcel by the allocation and payment semi-annually to such reserve fund or an amount to be designated from time to time by the Board of Directors. Such funds shall be conclusively deemed to be a common expense of Association and may be deposited in any banking institution, the accounts of which are insured by an State or by an agency of the United States of America or may, in the discretion of the Board of Directors, be invested in the obligations of, or fully

guaranteed as to principal by the United States of America. The reserve for replacement for the Common Areas, the Attached Unit Parcel and community facilities may be expended only for the purpose of affecting the replacement of the common Areas, major repairs, equipment replacement, and for start-up expenses and operating contingencies of a non-recurring nature relating to the Common Areas, the Attached Unit Parcel and community facilities. The Association may establish such other reserves for such other purposes as the Board of Directors may from time to time consider to be necessary and appropriate. The proportional interest of any member in any such reserves shall be considered an appurtenance of his lot and shall not be separately withdrawn, assigned or transferred or otherwise separated from the Lot to which it appertains and shall be deemed to be transferred or otherwise separated from the Lot to which it appertains and shall be transferred with such lot.

ARTICLE VI

Section 1. Non-payment of Assessment. Any assessment levied pursuant to this Declaration, or any installment thereof, which is not paid on the date when due shall be delinquent and shall together with interest thereon and the cost of collection thereof, as hereinafter provided, thereupon become a continuing lien upon the Lot or Lots belonging to the Member against whom such assessment is levied and shall bind such Lot or Lots in the hands of the then owners, his heirs, devisees, personal representatives and assigns. The personal obligation of the Member to pay such assessment shall, in addition, remain his personal obligation for the statutory period and a suit to recover a money judgment for non-payment of any assessment levied pursuant to this Declaration, or any installment thereof, may be maintained without foreclosing or waiving the lien herein created to secure the same. All assessments shall be due on the first day of the month. Any assessment levied pursuant to this Declaration, or any installment thereof, which is not paid within ten (10) days after it is due, shall bear interest at a rate of twelve percent (12%) per annum. The Association may bring an action at law against the member personally obligated to pay the same, or foreclose on the lien against the Lot or Lots then belonging to said Member in the manner now or hereafter provided for the foreclosure of mortgages, deeds of trusts or other liens on real property in the state of Maryland containing a power of sale consent to a decree, and subject to the same requirements, both substantive and procedural, or as may otherwise from time to time be provided by law, in either of which events interest, costs, and reasonable attorneys' fees of not less than twenty percent (20%) of the sum claimed shall be added to the amount of each assessment. The Association may also suspend services, including but not limited to trash collection, and use of community facilities for any member that is more than thirty (30) days delinquent in the payment of any amounts due to the Association.

The Homeowner shall promptly notify the Charles Crossing Homeowners Association in writing within five (5) business days of any change in the name or address of the holder of record of the first mortgage on their Lot.

The Association shall notify the holder of record of a first mortgage on any lot for which any assessment levied pursuant to this Declaration become delinquent for a period in excess of sixty (60) days and in any other case where the Owner of such Lot is in default with respect to the performance of any other obligation hereunder for a period in excess of sixty (60) days, but any failure to give such Notice shall not affect the validity of the lien for any assessments levied pursuant to this Declaration, nor shall any failure affect any of the priorities established in this Article.

An Owner shall advise the Association of the name of the holder of its first mortgage upon request of the Association.

Section 2. Assessment Certificates. The Association shall upon demand at any time furnish to any Member liable for any assessment levied pursuant to this Declaration (or any other party legitimately interested in the same) a certificate in writing signed by an officer of the Association, setting forth the status of said assessment, i.e., whether the same is paid or unpaid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid. A charge not to exceed Thirty Dollars (\$30.00) may be levied in advance by the Association for each certificate so delivered.

Section 3. Priority of Lien. The lien established by this Declaration shall have preference over any other assessment, liens, judgments or charges of whatever nature, except the following:

- (a) general and special taxes and assessments on the Lot; and
- (b) the liens of any deeds of trust, mortgage instruments or encumbrances duly recorded in the Lot prior to the assessment thereon of the lien provided for in this Declaration or duly recorded on said Lot after receipt of a written statement from the Board of Directors reflecting that payments on said lien were current as of the date of recordation of said deed of trust, mortgage instrument or encumbrance. Notwithstanding any other provision of this Declaration to the contrary, the lien of any assessment levied pursuant to this Declaration upon any Lot, shall be subordinate to the lien of an deed of trust, mortgage, or other encumbrance duly recorded on such Lot and made in good faith and for value received and shall in no way affect the rights of the holder of any such deed of trust, mortgage or other encumbrance; provided, however, that such subordination shall apply only to assessments, and installments thereof, which have become due and payable prior to a sale or transfer of the Lot pursuant to a foreclosure of such deed of trust, mortgage, or other encumbrance, or any deed, assignment or other proceeding or arrangement in lieu of foreclosure. Any holder of any deed of trust, mortgage or other encumbrance duly recorded on the Lot and made in good faith and for value received who comes into possession of the Lot pursuant to a foreclosure of such deed of trust, mortgage or other encumbrance, or any deed, assignment or other proceeding or arrangement in lieu of foreclosure, and any other purchaser at a foreclosure sale, shall take the Lot free of any claims for unpaid maintenance possession of the Lot or prior to the foreclosure sale. Such foreclosure sale from any liability for any maintenance assessments thereafter becoming due, or from the lien herein created to secure the payment of such maintenance assessments, which said lien shall have the same effect and be enforced in the same manner as provided therein.

No amendment to this Section shall affect the rights of the holder of any first mortgage on any Lot (or the indebtedness secured thereby) recorded prior to recordation of such amendment unless the holder thereof (or the indebtedness secured thereby) shall join in the execution of such amendment.

The Board of Directors may, in its sole and absolute discretion, extend the provision of this Section to the holders of mortgages (or the indebtedness secured thereby) not otherwise entitled thereto.

Section 4. Exempt Property. No portion of the Common Areas or community facilities shall be subject to assessment of any kinds by the Association.

ARTICLE VII

Section 1. Architectural and Environmental Control Committee. Except for construction or development by, for, or under contract with the Declarant or its successors and assigns, and except for any improvements to any lot or to the Common Areas accomplished by the Declarant, its successors or assigns, concurrently with said construction and development, and except for purposes of proper maintenance and repair, no building, fence or wall or other improvements or structures shall be commenced, directed, placed, moved, altered or maintained upon the property, nor shall any exterior addition to or change (including any change of color) or other alteration thereupon be made until the plans and specification showing the location, nature, shape, height material, color, type of construction and any other proposed form of change (including, without limitation, any other information specified by the Architectural and Environmental Control Committee) shall have been submitted to and approved in writing as to safety, harmony of external design, color and location in relation to surrounding structures and topography and conformity with the design concept for the community by an Architectural and Environmental Control Committee designated by the Board of Directors.

Subject to the same limitations as hereinabove provided for, it shall be prohibited to install, erect, attach, apply, paste, hinge, screw, nail build, alter, remove, or construct any lighting, shades, screens, awnings, patio covers, decorations, fences, wall, slabs, sidewalks, curbs, gutters, patios, balconies, porches, driveways walls, or to make any change or otherwise alter (including any alteration in color) in any manner whatsoever the exterior of any improvements constructed upon any lot or upon any of the Common Areas, or to remove or alter any window or exterior doors of any dwelling or to make any change or alteration within the dwelling which will alter the structural integrity of the building or otherwise affect the property, interest, or welfare of any other lot owner, materially increase the cost of operating or insuring any of the Common Areas or impair any casement, until the complete plans and specifications, showing the location, nature, shape, height, material color, type of construction and any other proposed form of change (including, without limitation, any other information specified by the Architectural and Environmental Control Committee) shall have been submitted to and approved in writing as to the harmony of external design, color and location in relation to surrounding Structures and topography and conformity with the design concept for the community by the Architectural and Environmental Control Committee designated by the Board of Directors. Antenna covered by Federal Statute, including satellite dishes, less than one meter (39.37') in diameter are to be treated in accordance with Federal Statute and should be located in the rear yard of any lot with materials acceptable to the Architectural and Environment Control Committee (satellite dishes larger than one meter in diameter are prohibited).

Section 2. Architectural and Environmental Control Committee Operation. The Board of Directors shall appoint an Architectural and Environmental Control Committee.

The Architectural and Environmental Control Committee shall be composed of three (3) or more natural persons designated from time to time by the Board of Directors of the Association and such persons shall serve at the pleasure of the Board of Directors. The affirmative vote of a majority of the Members of the Architectural and Environmental Control Committee shall be required in order to adopt or promulgate a rule or regulation, or to make any finding, determination, ruling or order, or to issue any permit, consent, authorization, approval or the like pursuant to the authority contained in this Article.

Notwithstanding the above, the Architectural and Environmental Control Committee's policies must conform to that certain Charles County site Design and Architectural Code dated August 23, 1995 as revised December 5, 1995, January 15, 1996 and March 5, 1996 and as approved by the Charles County Planning Commission on March 4, 1996, and as modified from time to time under the Charles County Preliminary Plan File #XP950071, a copy of which is available at the offices of the Charles County Planning Commission, the office of the Declarant, or from each builder in the project.

Section 3. Approvals, etc. APPROVALS SHALL BE ONLY FOR THE PURPOSES HEREIN SET FORTH AND SHALL NOT BE CONSTRUED AS APPROVAL FOR ANY OTHER APPLICABLE FEDERAL, STATE, OR LOCAL ORDINANCE, RULE OR REGULATION. Upon approval by the Architectural and Environmental Control Committee of any plans and specifications submitted pursuant to the Provisions of this Article, a copy of such plans and specifications, as approved, shall be deposited among the permanent records of such Committee and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting same. In the event the Committee fails to approve or disapprove any plans and specifications which may be submitted to it pursuant to the provisions of this Article within thirty (30) days after such plans and specification (and all other materials and information required by the Architectural and Environmental Control Committee) have been submitted to it in writing, then approval will be deemed to have been denied.

Section 4. Limitations. Construction of alterations in accordance with plans and specifications approved by the Architectural and Environmental Control Committee pursuant to the provision of this Article shall be commenced within six (6) months following the date upon which the same are approved by the Committee (by affirmative action as in Section 3 of this Article provided), and shall be substantially completed within twelve (12) months following the date of commencement, or within such other period as the Committee shall specify in its approval. In the event construction is not commenced within the period aforesaid, then approval of the plans and specifications by the Committee shall be conclusively deemed to have lapsed and compliance with the provisions of this Article shall again be required. There shall be no deviation from the plans and specification approved by the Committee without the prior consent, in writing, of this Committee. Approval of any particular plans and specifications or design shall not be construed as a waiver of the right of the Committee to disapprove such plans and specifications, or any elements or features thereof in the event such plans and specifications are subsequently submitted for us in any other instance.

Section 5. Certificate of Compliance. Upon the completion of any construction or alterations or other improvements or structure in accordance with plans and specifications approved by the Architectural and Environmental Control Committee in accordance with the provisions of this Article, shall, for a fee of Fifty Dollars (\$50.00), or such other amount as reasonable determined by the Board of Directors, at the request of the owner thereof, issue a certificate of compliance which shall be prima facie evidence that such construction, alterations or other improvements referenced in such certificate have been approved by the Architectural and Environmental Control Committee and constructed or installed in full compliance with the provisions of this Article and with such other provisions and requirements of this Declaration as may be applicable.

Section 6. Rules and Regulations, etc. The Architectural and Environmental Control Committee may from time to time adopt and promulgate such rules and regulations regarding the form and content of plans and specifications to be submitted for approval and may publish and record such statements of policy, standards, guidelines, and establish such criteria relative to architectural styles or details, colors, set-backs, materials or other matters relative to architectural control and the protection of the environment, as it may consider necessary or appropriate. No such rules, regulations, statements, criteria or the like shall be construed as a waiver of the provision of this Article or any other provision or requirement of this Declaration. The Architectural and Environmental Control Committee may charge and collect a reasonable fee for the examination of any plans and specifications submitted for approval pursuant to the provisions of this Article. The decisions of the Architectural and Environmental Control Committee shall be final except that any member who is aggrieved by any action or forbearance from action by the Committee (or by any policy, standards or guidelines established by the Committee) may appeal the decision of the Architectural and Environmental Control Committee to the Board of Directors and, upon the request of such member, shall be entitled to a hearing before the Board of Directors of the Association.

Section 7. Prohibited Uses and Nuisances. Except with the prior written approval of the Architectural and Environmental Control Committee, or as may be necessary in connection with reasonable and necessary repairs or maintenance to any dwelling or upon the Common Areas:

(a) No noxious or offensive trade or activity shall be carried on upon any lot or within any dwelling, nor shall anything be done therein or thereon, which may be or become an annoyance or nuisance to the neighborhood or other Members. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell or other sound device, except such 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 improvements.

(b) The maintaining, keeping, boarding or raising of animals, livestock, or poultry of any kind, regardless of numbers, shall be and is hereby prohibited on any lot or within any dwelling, except that this shall not prohibit the keeping of dogs, cats, or caged birds as domestic pets provided they are not kept, bred or maintained for commercial purposes and provided further, that such domestic pets are not a source of annoyance or nuisance to the neighborhood or other Members. The Board of Directors or, upon resolution of the Board of Directors, the Architectural and Environmental Control Committee, shall have the authority, after hearing, to determine whether a particular pet is a nuisance or a source of annoyance to other Members, and such determination shall be conclusive. Pets shall be attended at all times and shall be registered, licensed and inoculated as may from time to time be required by law. Pets shall not be permitted upon the Common Areas unless they are accompanied by a responsible person and unless they are

carried or leashed. All Members are responsible for abiding by local and state laws regarding pets. The Board of Directors shall have the right to adopt such additional rules and regulations regarding pets as it may from time to time consider necessary or appropriate.

(c) No burning of any trash and no accumulation or storage of litter, lumber, scrap metals, refuse, bulk materials, waste, new or used building materials, or trash of any other kinds shall be permitted on any Lot.

(d) Trash and garbage containers shall not be permitted to remain in public view except on days of trash collection. No incinerator shall be kept or maintained upon any Lot. Garbage, trash, and other refuse shall be placed in covered containers.

(e) 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. No portion or any dwelling (other than the entire dwelling) shall be leased. The provisions shall not be construed to prohibit the granting of any easement or right-of-way to any municipality, political subdivision, public utility or other public body or authority, or to the Association, the Declarant, or any other person for any purpose.

(f) Except for hoses and the like which are reasonably necessary in connection with normal lawn maintenance, no water pipe, sewer pipe, gas pipe, drainage pipe, television cable or similar transmission line shall be installed or maintained on any Lot above the surface of the ground.

(g) No Lot shall be used for the purpose of boring, mining, quarrying, exploring for or removing oil or other hydrocarbons, minerals, gravel or earth.

(h) No sound hardwood trees measuring in excess of six (6) INCHES IN DIAMETER TWO (2) feet above the ground shall be removed from any Lot without written approval of the Association acting through Architectural and Environmental Control Committee or duly appointed subcommittee. The Architectural and Environmental Control Committee may from time to time adopt and promulgate such additional rules and regulations regarding the preservation of trees and other natural resources and wildlife as it may consider appropriate.

(i) Except for sheds and gazebos, no structure of a temporary character, and no trailer, tent, shack, barn, pen, kennel, run, stable, outdoor clothes dryer, playhouse, or other building shall be erected, used or maintained on an Lot at any time.

(j) Except for entrance signs, directional signs, signs for traffic control or safety community "theme areas", no signs or advertising devices of any character shall be erected, posted or displayed upon, in or about any lot or dwelling, provided, however, that one sign not exceeding two (2) square feet in area and not illuminated may be attached to a dwelling where a professional office (as set forth in Section 8 herein) is maintained, and provided further, that one temporary real estate sign not exceeding six (6) square feet in area, may be erected upon any Lot or attached to any dwelling placed upon the market for sale or rent. Any such temporary real estate sign shall be removed promptly within the time limits specified by ordinance or statute following the sale or rental of such dwelling. The provisions and limitations of this subsection shall not apply to any institutional first mortgagee of any Lot who comes in possession of the Lot by reason of any remedies provided by law or in such mortgage or as a result of a foreclosure sale or other judicial sale or as a result of any proceeding, arrangement, assignment or deed in lieu of foreclosure.

CHARLES CROSSING HOMEOWNERS ASSOCIATION

ARCHITECTUAL &
ENVIRONMENTAL
CONTROL
COMMITTEE

GUIDELINES

2018

WHAT ARE THE COVENANTS?

First of all, they are one of the many pieces of paper you (or your landlord) received at the time of settlement on your property. We hope that you took time to read and understand them.

More importantly, the covenants are a binding contract between the developer of Charles Crossing and all residents. Covenants assure the residents of certain minimum standards for land use, architectural design, and property maintenances throughout the neighborhood. They also provide for your membership in the Charles Crossing Home Owners Association.

The covenants "run with the land" as part of your deed of ownership and cannot, as a practical matter, be changed. With the completion of the development period of Charles Crossing, the covenants become a contract between the neighborhood association, as represented by its elected Board of Directors, and the residents. Thus, when dealing with the covenants and the architectural control process today, you are dealing with your neighbors in the Charles Crossing neighborhood. It is our intent and duty to help you in every way to obtain the fullest enjoyment of your private property and the common-owned property which is consistent with your obligations to the other residents

MAKEUP OF ARCHITECTURAL COMMITTEE

Our covenants provide for the affairs of the Charles Crossing Homeowners Association to be managed by a Board of not less than three (3) but not more than seven (7) Directors. Nomination to the Board of Directors commencing with the first annual meeting of Members, and those nominations are to be made by a Nominating Committee. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. Prior to each annual meeting of the members, the Nominating Committee shall be appointed by the Board of Directors to serve from the close of such annual meeting to the close of the next annual meeting. Such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors but not less than the number of vacancies to be filled. Such nominations may be made from Members only. The Board appoints volunteer members to the Architectural Environmental Control Committee (AECC). The Volunteers are residents of the neighborhood and anyone interested in volunteering should contact the management office. This practice assures that the control process is in the hands of our elected representatives and the appointees

In addition, our neighborhood employs a management company that is available to assist us in the preparation of exterior alteration applications and to receive questions and complaints on architectural and maintenance matters

DO I NEED A COUNTY BUILDING PERMIT?

County building permits are required for certain permanent alterations/improvements such as decks, porches, additions, etc., to ensure construction is within building/safety codes. A detailed discussion of permits and building codes is beyond the scope of this booklet, therefore, we encourage the homeowner to contact the Charles County Department of Planning and Growth Management at (301)645-0692 **BEFORE FINALIZING PLANS AND COMPLETING AN APPLICATION**. They can tell you if you need a permit, provide reference sheets of design requirements, and can explain exactly what drawings and the number of copies you'll need to obtain the permit(s).

AECC approval means that your proposed alteration/improvement meets the intent of the covenants and these guidelines. AECC approval does NOT guarantee County Acceptance of your design or that your proposal is within County building codes

Alterations/improvements requiring such permits, once approved by the AECC, are forwarded to the Charles Crossing Board of Directors (CCBoD). The County requires CCBoD approval prior to issuing the permits, may require additional drawings, and may also require design changes to ensure compliance with the building code. Please call the number above for details

WHAT ARE THE STEPS FOR APPROVAL OF PLANS?

STEP #1 – PLANNING AND DESIGN: There are four (4) sources of information available to assist you in the design and approval process:

his/her neighbors of the proposed alteration/improvement negates this requirement and the neighbor(s) may appeal at any time and voice their concerns. This is why the signature of your neighbors should be on the application. The decision of the CCBOD is legal and binding, and can only be changed in court.

WHAT IF I DON'T WAIT FOR MY APPLICATION TO BE APPROVED?

If you start alterations without first obtaining approval of your plans, you do so at your own risk. If you fail to submit an application, or if your application is turned down or modified, you may face the cost of removing the alteration plus the costs of litigation. The covenants provide means for placing these costs as a lien against your property. These circumstances may also arise if your property has been altered without approval before you purchased it. In such cases as those above, every effort is made to work out a reasonable solution to the problem.

WHAT IS THE PROCESS FOR COVENANT ENFORCEMENT?

Enforcement of the neighborhood covenants is the job of every resident, but routines are carried out by the AECC and the CCBOD. When architectural complaints are brought to the attention of the AECC, they are investigated as promptly as possible. If a complaint is found to be valid, the property owner is contacted formally and asked to correct the problem within fifteen (15) days.

Should the property owner still fail to act after the expiration of the fifteen (15) day period, the AECC may refer the case to the Board which may vote to assess fines for non-compliance, initiate action in court, or to enter the property and correct the problem, at the owner's expense and risk. All costs at this stage are chargeable against the property owner as a lien on the property.

Anonymous grievance forms are available at the Management Office during regular office hours. Any resident may fill out a form or call in a complaint concerning any alleged violation of the covenants. These complaints are investigated by the AECC and if it is found that a violation does exist, the above procedure is begun.

HOW CLOSELY MUST I ADHERE TO THE GUIDELINES?

The covenants give the AECC the responsibility to set rules and procedures for architectural control, and the power to interpret the covenants and allow exceptions to their restrictions. The guidelines presented here have been written by the AECC as part of that first responsibility.

The guidelines should be understood as just that—guides to be used by resident in preparing an application for exterior modifications. Based upon the policies and previous decisions of the AECC, the guidelines will tell you what is most likely to be approved in typical circumstances, and also give you important information on how to prepare your application. Special circumstances regarding your property may allow the approval of an application which might be denied at another location, or the denial of one which might have been approved elsewhere. The fact that your plan has been approved for use at another location does not mean that it is automatically approved for you.

CHIMNEYS (RESIDENTIAL) AND SMOKESTACKS

The purpose of this guideline is to ensure that exterior chimney installations are in harmony with the applicant's house and surrounding houses.

Generally, these guidelines encourage the use of brick or siding enclosed construction as the most architecturally appropriate style for chimneys.

1. Chimneys which exit through a wall or foundation or which run vertically along a wall must be of brick construction or boxed-in with materials which match the exterior wall finish in style and color.
2. The following guidelines apply to chimneys which exit through the roof:
 - A. Boxing is required for chimneys or smokestacks located on the front slope of the roof ridge or any other location where it will be highly visible from the fronting street. Chimneys located on the rear slope of the roof and not highly visible from the fronting street need not be boxed in. It is recommended that exposed metal sections are painted black, natural silver, or the roof color. Conspicuous locations on the slope of the roof should be avoided.
 - B. In all cases, the height of the exposed metal section or the boxed-in chimney, shall be limited to the minimum permitted by the County Building and Fire Codes.

In addition to the guidelines listed above, the following guidelines also apply when there is an existing chimney on the house

1. Dissimilar chimneys should not be used unless it is impossible to see both at the same time.
2. When a second chimney is added on the same end of the house as an existing boxed-in chimney, both flues should run through the same enclosure.
3. When the second chimney is run along a different wall, it must be of the same design as the first chimney.

A complete application is required and must include:

1. Detailed drawings of the structure (site and floor plan) showing the dimensions and the location (top and side views) of the chimney or smokestack
2. Color and description of materials to be used

CAR REPAIRS

Car repairs must be completed within thirty (30) days. Car repairs are restricted to driveways or garages and all tools and materials must be removed daily for safety and a neat appearance.

Cars without current (valid) license plates and those that are inoperable for road use cannot be stored on any lot in a manner so as to be visible to adjacent properties or roads.

Reference Article VII, section 7 (o) for more detailed information on vehicle restrictions.

DRIVEWAYS

No application is required for the replacement of an existing driveway, unless you change the material, size, shape, or grade. An approved application is required for any driveway expansion. The completed application must include

1. Site plan with dimensions showing the relation to existing structures, trees, and property lines.
2. Description of materials to be used, including color and texture.
3. Changes in grade proposed. Care must be exercised in any drainage change.
4. The configuration of the driveway must assure that no part of a parked vehicle will extend into or overhang a public sidewalk or street.

FENCES

The following guidelines for the types of fencing have been established:

1. Split Rail
 - A. Two or three rail, split rail style fencing is allowed.

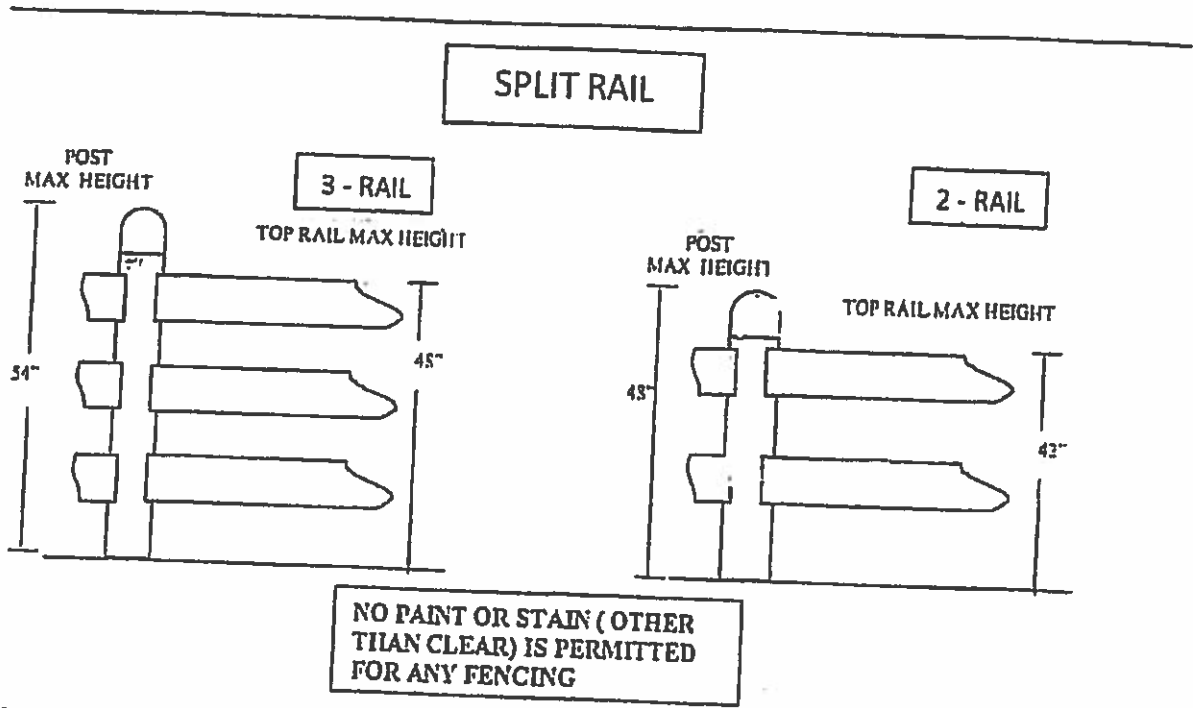
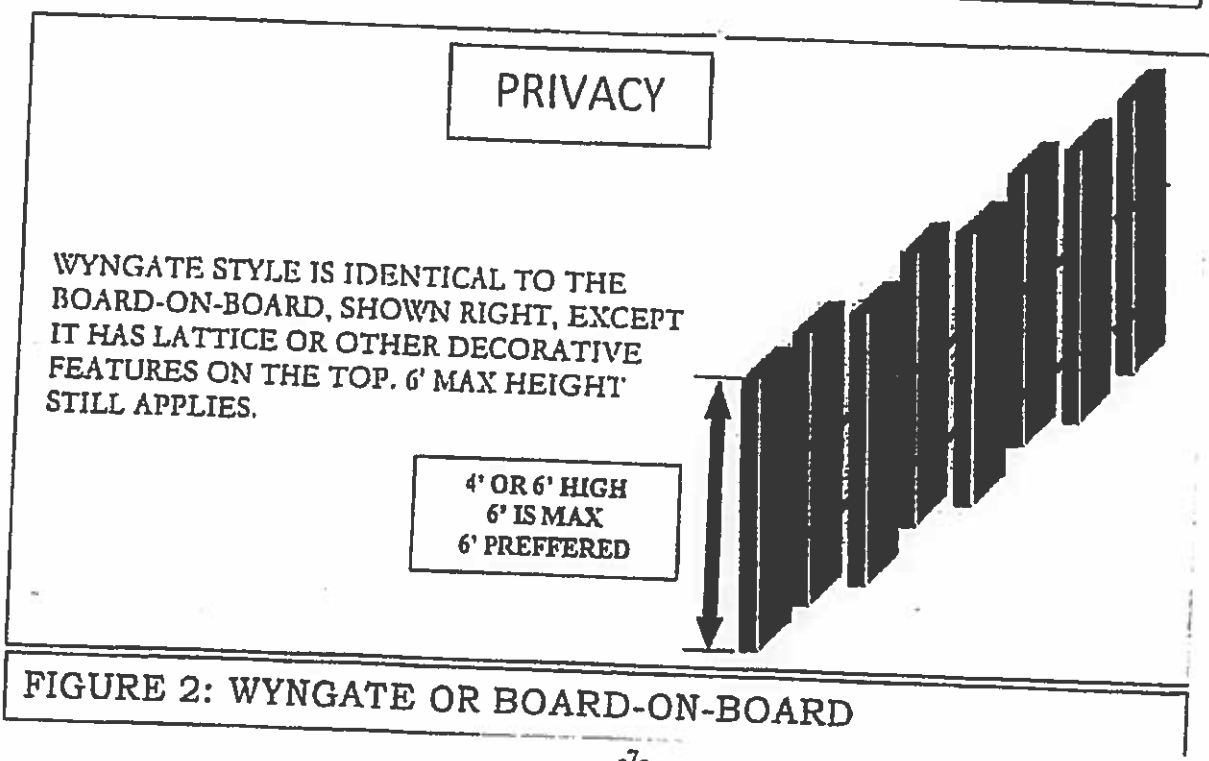
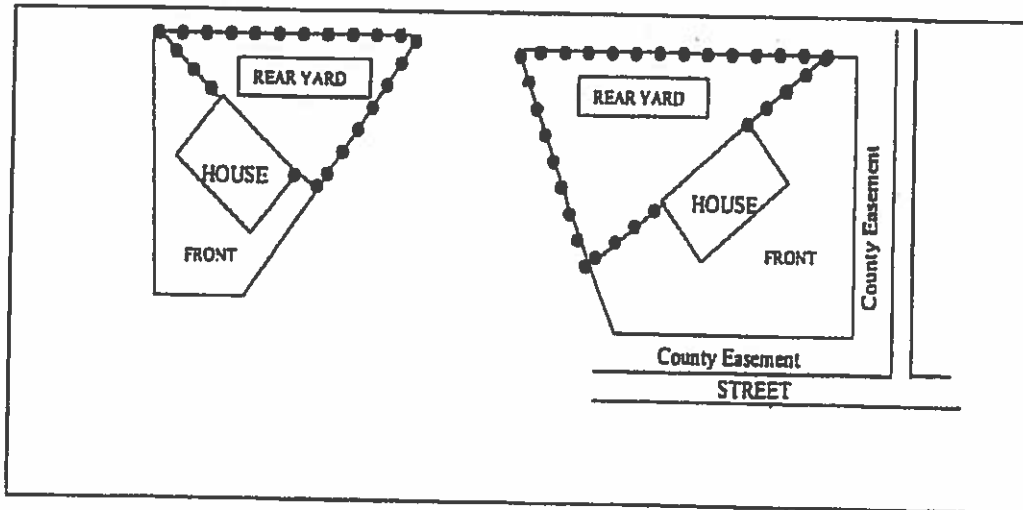


FIGURE 1: SPLIT RAIL



NOTE: When putting up a fence, owners should be cognizant of utility lines, (call "Miss Utility") and take appropriate precautions.



- YOU ARE NOT TO BUILD WITHIN ANY EASEMENT
- EACH LOT IS UNIQUE--4 TYPICAL LOTS ARE SHOWN
- DOTS CONNECTED BY LINES ARE ALLOWABLE LOCATION OF FENCING
- PLACE FENCE ON THE PROPERTY LINE SO NEIGHBORS WILL BE ABLE TO TIE IN
- GATES MAY BE PLACED AT ANY POINT

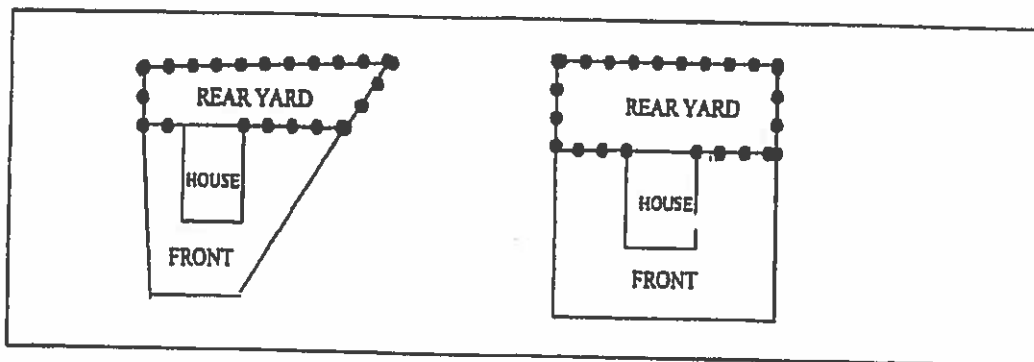


FIGURE 4; "REAR YARD AREA" DEFINED

GARBAGE CONTAINERS, TRASH, AND BURNING

Trash and garbage containers shall not be permitted to remain in public view except on days of trash collection. Garbage, trash, and other refuse shall be placed in covered containers.

No incinerator shall be kept or maintained upon any lot. No burning of any trash and no accumulation or storage of litter, lumber, scrap metals, refuse, bulk materials, waste, new or used building materials, or trash of any other kind shall be permitted on any lot.

GARAGE CONVERSIONS

Garage space may be converted to a living area (i.e. family room, bedroom) by one of the following:

1. The garage elevation of which the garage doors are part is not altered. The interior walls of the garage may be finished over the existing garage doors. Glass windows on the garage must be removed and replaced with wood panels and painted to match the garage door.
2. The front elevation of the garage is altered in the following manner:
 - A. The new windows installed and the window sill height above grade match the existing windows of the associated elevation. An additional doorway may be approved on the front façade of the dwelling.
 - B. Fascia material must match the existing fascia material of the associated elevation.

GARDENS (ROCK)

Written approval is not necessary for rock gardens at grade and provided that rocks are left in their natural color.

GARDENS (VEGETABLES)

Written approval is not necessary for vegetable gardens provided the following conditions are fulfilled:

1. Located between the rear line of the house and the rear property line
2. Size does not exceed $\frac{1}{4}$ of the area described in #1 above
3. Not placed on a grade which will cause damage to property below it by the flow of water onto lower property
4. Application must be completed for all other situations

GAZEBOS

Gazebos are not permitted.

GRILLS (PERMANENT)

An application is required for permanent grills. Permanent grills should be placed behind the rear line of the house and should not be placed within ten (10) feet of the side and rear property lines.

An application is required with the following information:

1. Dimensions
2. Site plan showing location of permanent grill
3. Materials and color to be used

GUTTERS AND DOWNSPOUTS

Approval is not required for gutters and downspouts which match the color the house or trim, or are white. An application should be submitted for all other gutters and downspouts.

LAWN ORNAMENTS AND LAWN EMBELLISHMENTS

Lawn ornaments and embellishments over two (2) feet in height must be submitted for approval and must be located in the rear yard.

All lawn ornaments and embellishments two (2) feet in height and under must be in keeping with the architectural and aesthetic character of the neighborhood.

LIGHTING (RESIDENTIAL)

An approval from the AECC is not required for the replacement of an existing light fixture, if accomplished with a realistic match to the old fixture. An application is required, however if a change in style, size, shape, color, or positioning on the property is desired or if additional light fixtures are to be installed on existing or new structures.

Applications for exterior additions, such as garages or carports should include details of the lighting fixtures proposed.

Permanent lighting and wiring requires a full application. All exterior lighting should be installed so as not to shine on adjacent property or public space, and should be aesthetically planned for each location.

Flood lights and various types of high output lights fall under the category of security lighting. Exterior lighting of this type must be considered more carefully because of the impact on neighboring properties. Light fixtures of this type should be carefully aimed so that they illuminate only a specific area such as a doorway. Some high output light fixtures may have to be shielded in a manner similar to some streetlight installations to prevent unwanted or excessive intrusion of light from one property to another.

Temporary lighting for decoration, holiday, and festival use, does not require a formal application. Holiday lighting may be operative for a period not to exceed six (6) weeks. After the period of use, all temporary lighting and decorations shall be removed.

In general, fluorescent lights used outdoors will not be approved.

Bug lights must be portable, installed in the rear yard and kept ten (10) feet from property lines.

Before any digging is initiated, the applicant must call "Miss Utility" (800-257-7777) for marking locations of existing utility lines.

MAINTENANCE OF PREMISES AND IMPROVEMENTS

Owners Rights and Responsibilities: Except as otherwise specifically provided in this Declaration, each Owner or Tenant shall at all times keep his/her premise, buildings, improvements, therein or thereon, in good repair and free of debris. Appropriate maintenance shall include, but not be limited to the seeding, watering, and mowing of all lawns, the pruning and cutting of all trees and shrubbery, and the painting (or other appropriate external care) of all buildings and other improvements all in a manner and with such frequency as is consistent with good property management. The Owner or Tenant shall comply with all laws, ordinances, and regulation pertaining to health, safety, and pollution, and shall provide for storage and removal of trash and rubbish from his/her premises in a manner to be approved by the CCBoD. Failure to comply could result in fines.

MAJOR BUILDING ADDITIONS

Major Building additions include, but are not limited to, garages, porches, and rooms.

The design of major additions must be consistent with existing shape, style and size of the dwelling in the following way:

1. Siding, roofing, and trim materials must be the same as, or compatible with, the existing materials of the dwelling in color and texture.
2. New windows and doors must be compatible with those of existing dwelling in style and color. These should also be located on walls at the same appropriate height as those of the existing dwelling, and be trimmed in a similar manner.
3. Roof eaves and fascias should be the same depth, style, and approximate slope as those existing on the dwelling.

The following conditions shall determine the acceptability of new addition locations:

1. Additions should not significantly impair the view, amount of sunlight, or ventilation of adjacent residences or the public's use or enjoyment of open spaces. New windows, doors, or viewing areas from additions should not impinge upon existing internal or external private areas of adjacent residences.
2. New additions must not create situations where adjacent neighbors will have difficulty adding to, modifying, or maintaining existing dwelling.
3. Additions must not adversely affect drainage conditions on adjacent properties through changes in grade or other significant run-off conditions.
4. Any addition must meet County Set Back requirements, or be at least five (5) feet from adjoining property, whichever is greater.

Applications must include:

1. Applicant's signature and signatures of adjacent and affected neighbors.
2. Site plan showing relationships of new and existing construction to property lines and adjacent dwellings. Size and location of trees in affected areas on site should also be included.
3. Drawings to scale of new construction, including a plan view and elevation views of each new exterior wall area. These should show dimensions and locations of such features as doors, windows, roof lines, trim and new exterior lighting features.
4. Description of materials, including type of siding materials, roof materials, trim materials, and their colors.
5. The applicant then obtains the building permit. If you hire a builder, they will most likely obtain the permits for you, but must have the original CCBOD approved copy of the application.

PLANTING AND TREES

Applications are not required for foundation plantings (beds of plants or shrubs that are installed along the house foundations), trees, or single plantings. A complete application is required for hedges (row of closely planted plants or low growing trees forming a fence or boundary).

No tree of a diameter of more than six (6) inches, measured two (2) feet above ground level, shall be removed without the express written authorization of the AECC.

PARKING

Parking of all vehicles is restricted to paved surfaces. Parking on unpaved surfaces is prohibited.

PATIOS, DECKS, AND WALKWAYS

This refers to any new or expanded patios, decks, and walkways, or to any material changes in existing patios, decks, and walkways.

All new materials should be of a simple material of a neutral color, such as un-dyed concrete, stone or clay brick, or treated wood.

1. Decks and patios may be constructed of treated wood, masonry, stone, or concrete, providing that the color texture of the materials is in harmony with the adjacent structures. Decks are to be left to weather naturally, and a clear coating may be applied. All hardware must be galvanized.
2. Decks and patios must be located to the rear of the dwelling and may not extend beyond either side of the dwelling.
3. In single family homes, the deck or patio may be 75% as long as the dwelling and 75% as wide. In townhomes, decks above grade may be as wide as the townhouse, less one (1) foot on each side. The deck or patio may not extend more than halfway between the rear of the dwelling and the rear property line.
4. The height of the deck or patio is limited to finished floor line of a single-story dwelling or the second story floor line on a two or three story dwelling.
5. An application is not required if a patio, deck, or walkway replaces an existing structure with identical material similar in color and texture, and is the same or smaller dimensions.
6. An application must be completed for all other patios decks, or walkways. Generally, new patios, decks, or walkways should:
 - A. Disturb existing contours as little as possible. Terracing to follow existing land contours should be built in small increments or railing should be provided.
 - B. Be located to provide reasonable visual and acoustical privacy for both applicants and their neighbors. Screening or plantings should be considered where it is necessary to preserve privacy.
7. The application must include:
 - A. Site plan with dimensions showing new and existing walkways, decks, or patios in relation to existing houses, trees, and lot boundaries.
 - B. A list and description of materials to be used.
 - C. Project plans showing elevations and dimensions.
 - D. Description of proposed laws: contour changes, planting, screening, rails, benches, new exterior, lighting, etc.
 - E. Detail of railings. Railings may not exceed forty-eight (48) inches in height.

PRIVATE POOLS/HOT TUBS

Private pools and hot tubs are generally discouraged because there are very few locations in residential areas where they can be placed without affecting adjacent properties. Pools require fencing which is proportionately too large for the lot size and the area enclosed. Noise and lighting problems are also a consideration.

An application is not required in the case of portable children's wading pools not more than six (6) feet in diameter.

A complete application must be filed for all other pools and hot tubs. The AECC will not approve above-ground pools.

1. Approval of privacy screening is contingent upon the completion of the pool or hot tub.
2. The size of the pool or hot tub will be dictated by the size of the maximum area of enclosure permitted for privacy screening (see fences and screens).
3. Fencing must be of an approved type.
4. The impact of required privacy screening on open space is significant and must be carefully related to adjacent property. In addition, the homeowner should consider safety within the pool or hot tub areas, as well as the impact of increased noise levels on adjacent properties.

Applications must include:

1. A site plan showing location and dimensions of the pool or hot tub, other related equipment, fences, etc., in relation to the applicant's house, property lines, and adjacent dwelling(s).
2. Detailed drawings and plans of the pool or hot tub, deck area, lighting arrangements, walkways, fences, etc. and pertinent information concerning water supply systems, drainage, and water disposal system.

REPAINTING GUIDELINES

An application is required when a house, siding, shutters, or trim is to be painted a color different than its existing color. The new paint is considered to be different if the color itself changes (for examples, yellow instead of green) or if while the color remains the same, it is lighter or darker than the original. An application is not required when the new paint is the same as the original in both of these respects. In many situations, due to the high density and visibility of many homes, and the lack of natural landscape buffers between homes, neighboring houses become landscapes of each other, into which each should blend. Therefore, similarity of color tones in neighborhoods is a means of assuring the complimentary blending of each house with its landscape background. Application must include samples of all color changes, as well as a description of where on the house changes will occur. Houses of the same color are not allowed side by side. The use of "land" or "earth tone" colors is encouraged in the repainting or staining of contemporary styled houses. In cases in which the choice is out on the "land" color range, the prime consideration will be whether the house will continue to blend in a complimentary way with its surroundings. Paler and brighter colors, as well as "land" colors, for traditionally styles houses, will be considered in the color ranges presently existing in the surrounding neighborhood.

RESIDING/RETYLING STRUCTURES

The choice of material for residing is left to the discretion of the owner. It is the owner's responsibility to ascertain whether this material meets the Charles County Building and fire Codes which apply to exterior materials.

If the proposed residing material differs in color and texture from existing siding on the residence, or if it results in change in architectural style, it should be consistent or compatible with the style and color of siding materials on homes and immediately surrounding it.

The style of existing trim work at soffits, corners, caves, windows, and doors, and of accent panels, shutters, or the stylistic features, should be retained in the residing design. This will be considered an important requirement where these elements contribute to the visual continuity of the neighborhood by evoking similarities in style among nearby homes.

In those cases in which residents wish to alter the stylistic features of the existing façade (for example, by replacing rough vertical groove paneling with smooth, horizontal clapboard siding or by adding shutters or accent panels), the AECC will render a decision based on the following considerations:

1. Size and shape of the residence in relation to existing and proposed materials
2. The variety of styles and siding materials of the homes immediately surrounding the residence
3. The overall visibility of the residence from nearby public and private properties

A complete application must be submitted and is to include:

1. A photograph or sketch of existing house including color and texture of existing siding materials
2. A description of the proposed residing material including the color, texture, and manner in which it will be applied. Color and texture samples must be submitted with the application. Significant changes of present trim size and location, and removal or addition of other stylistic features should also be noted.
3. Description of proposed treatment of outbuildings. Residing or repainting such structures may be required.

SCREENS, STORM WINDOWS, AND DOORS

Screens, storms windows and doors do not require approval if a color and style is chosen that match the house and storm doors are of a straightforward design, without extensive or extreme decorative embellishment. The AECC will not approve raw metal or silver storm windows or doors.

All other types of door and window alterations require an application.

All applications must include descriptions of material, color, and style.

SHEDS

Sheds are not permitted.

Recommended Plant List and Spacing

Common Name	Scientific Name	Spacing on Center
Levland Cypress	x Cupressocyparis leylandii	8'
Fosters Holly #2	Ilex attenuata 'Fosteri #2'	5'
Nellie R Stevens Holly	Ilex x 'Nellie R. Stevens'	6'
Austrian Pine	Pinus nigra	8'
White Pine	Pinus strobes	8'
Canadian Hemlock	Tsuga Canadensis	8'
Canaert Juniper	Juniperus virginiana 'Canaertii'	8'
Faslecyress	Chamaecyparis obtuse 'Gracilis'	8'
American Arborvitae	Thuja occidentalis 'Nigra'	8'
Mission Arborvitae	Thuja occidentalis 'Technui'	8'

SIGNS

Except for entrance signs, directional signs, signs for traffic control or safety community "theme areas" and such promotional sign or signs as may be maintained by the Declarant or the Association, no signs or advertising devices of any character shall be erected, posted or displayed upon, in or about any lot or dwelling.

SOLAR COLLECTORS

Solar collectors can represent a large visual impact on a structure due to their size. Therefore it is important to properly integrate the collector into the design of the house so as to properly conceal it. Whenever possible, solar collectors should not be placed on the front side (street side) of the roof.

Collectors should be located to give maximum advantage to the user and minimum visibility.

Large collectors on a sloping roof should appear to be flush with the roof and not laying on top. Collectors on a flat roof should be set back and concealed with parapet unless integrated with the roof design of the structure. Smaller collectors may be laid on top of a sloping roof and finished to appear like a skylight.

Collectors should be constructed of glass with wood or metal trim. All trim should be painted to match the background color of the roof or house trim to conceal it. Plexiglass is not acceptable as it sags and provides an unsatisfactory appearance. All pipe work must be concealed.

All applications must include

1. A site plan plus elevations of the house showing the appearance of the collector
2. Details must show how the collector edges will meet the roof. Any superstructure necessary to elevate the Collector above the existing roof plane must be enclosed by approved materials and colors.

STORAGE (OUTSIDE)

1. Storage of firewood is restricted to the rear yard area or to an otherwise approved screened
2. Storage of miscellaneous items, i.e. ladders, toys, bicycles, trash cans, etc., is restricted to the rear yard area or to an otherwise approved screened area.

SWING SETS AND SANDBOXES

The equipment must be located behind the house as inconspicuously as possible. It must be at least ten (10) feet from the rear and side property lines. New swing sets and sandboxes do not have to be painted. When the equipment needs to be painted however, it should be painted solid dark brown or green.

Sandboxes do not need an application as long as they do not exceed twenty (20) square feet in area covered, and one (1) foot in height. They must meet the above stated location criteria.

Tree houses are not permitted.

VEHICLES (COMMERCIAL AND RECREATIONAL) AND BOATS

As stated in ARTICLE VII, SECTION 7 (o) of the Covenants, Except for parking within garages, and except as herein elsewhere provided, no junk vehicle, commercial vehicle (including vans used for commercial use), trucks over one-half (1/2) ton capacity (as defined by the Maryland department of Motor Vehicles and/or by common usage and practice), unlicensed or inoperable motor vehicle (which shall include, without limitation, any vehicle which would not pass applicable state inspection criteria), trailer, camp truck, house trailer, boat or other similar machinery or equipment of any kind or character (except for such equipment and machinery as may be reasonable, customary and usual in connection with the use and maintenance of any dwelling and except for such equipment and machinery as the Association and AECC may require in connection with the maintenance and operation of the Common Area or Parcel Common Area and community facilities) shall be kept on the property nor (except for bona fide emergencies) shall the repair or extraordinary maintenance of automobiles or other vehicles be carried out thereon.

VEHICLES-UNTAGGED/INOPERABLE

Untagged and/or inoperable vehicles must not be stored or kept upon any property.

NOTE: An inoperable vehicle is defined as any vehicle unable to be driven legally on a public roadway in the State of Maryland.

SHEDS

A building permit is not required for residential sheds, however a zoning permit is required to show the location of the shed. Please contact the Planning Office of Charles County @ (301) 645-0504 for more information.

1. All sheds must be located to the rear of the property and should not extend beyond either side of the dwelling. If the home owner elects to locate the shed beyond either side of the dwelling, justification must be provided explaining the proposed location. Each request will be reviewed on its own merit and a final decision shall be made by the Board of Directors.
2. The maximum width permitted is 10 feet, with the maximum length being 12 feet, and a total height of 8 feet. Maximum dimensions permitted overall are 10' X 12", which equals 120 square feet.
3. All sheds should be screened by privacy screening or by evergreen trees or shrubs which are at least four (4) feet tall at their initial planting. Recommended trees for screening are found in the Planting and Trees section of the AECC guidelines. Sheds requiring landscape screening must identify plant name(s), size and spacing on the site plan attached to their application.
4. If a shed is to be located adjacent (next) to the dwelling, then one wall must be in common with the dwelling. The siding, doors, and trim must be the same color, and texture as that of the dwelling. The roof must be the same color and have the same pitch as that of the dwelling. (This applies to structures already constructed; all new construction must be to the rear of the property)
5. Wooden sheds must be painted to match the existing house or to blend with the screening. When painted to match the house and if the house is restyled, resided, or a paint color change is made, the existing shed should match. Rear lot sheds may be treated separately. Refer to "Residing/Restyling" guidelines, and should be consistent or compatible with the style and color of the siding material of surrounding homes immediately adjacent/surrounding it.
6. PVC and Vinyl sheds are permitted. PVC and Vinyl sheds color must be in common with the dwelling.
7. Metal sheds are not permitted.
8. Homeowner built shed approval is contingent on a resident's commitment to designing and building a sturdy permanent structure.
9. There is a limit of one (1) shed per lot.
10. All sheds must be built on a one of three foundations. All sheds must use approved shed tie downs to resist a 115 mph wind load as designated in the current edition of the International Residential Code and local requirements to minimize wind uplift.
 - a. Cement Slab
 - b. Concrete Blocks
 - c. Pressure Treated Wood



Recommended Plant List and Spacing for Shed Screening:

<u>Common Name:</u>	<u>Scientific Name:</u>	<u>Spacing:</u>
Leyland Cypress	xCupressocyparis leylandii	8'
Foster Holly #2	Ilex attenuate "Fosteri #2	5'
Nellie R Stevens Holly	Ilex x "Nellie R. Stevens"	6'
Austrian Pine	Pinus nigra	8'
White Pine	Pinus strobus	8'
Canadian Hemlock	Tsuga canadensis	8'
Canaert Juniper	Juniperus viginiana "Canaertii"	8'
Falsecypress	Chamaecyparis obtuse "Gracilis"	8'
American Arborvitae	Thuja occidentalis "Nigra"	8'
Mission Arborvitae	Thuja occidentalis "Technui"	8'



Application Requirements

1. All applications must include the following:
 - a. Site Plan (which shows the relationship of the shed to the adjacent house and property lines.
 - b. Pictures and detailed ($\frac{1}{8}$ " equals a foot) drawings of the shed, to include the dimensions.
 - c. A full description of materials to be used (Foundation, structural, siding, roofing material, trim, doors and windows.
 - d. Color of shed and home.,
 - e. Method of screening to be used.
2. All applications must be submitted to the Property Management office. Please allow 4-6 weeks, to process the application. Please ensure that you include all the needed documentation with your application. As, this will delay the process significantly if there is missing documentation.

All shed requests that fall outside of the established requirements, will be reviewed and considered by the Board of Directors. Any exception to the guidelines must be approved by the Board of Directors on a case by case basis.

Grandfather Clause

1. For those residents that already have sheds constructed on their property, the following process must be completed. Failure to do so will result in a violation.
2. The homeowner must complete an application, and follow the same guidelines as those that are constructing a new shed.
3. There is no penalty assessed to the resident, providing the structure falls within the established guidelines.
4. In the event, that your shed does not fall within the guidelines, the shed will either have to be altered to meet the guidelines or the structure will have to be removed.
5. Any and all sheds must have an approved application on file.