

STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION

ARTICLES OF INCORPORATION APPROVED FOR RECORD

OF 8-12-84 at 9:32 a.m.,

BAYVIEW HOMEOWNERS ASSOCIATION, INC.

883 MS

fn
In compliance with the annotated Code of Maryland, Corporations and Associations Article, Title 5, Subtitle 2 ^P 1, CECIL F. HILL, the undersigned, being at least eighteen ⁸ 18 years of age, do hereby declare myself as incorporator with the intention of forming a non-stock and non-profit corporation under the general laws of the State of Maryland and hereby certify:

ARTICLE I

NAME

The name of the corporation is BAYVIEW HOMEOWNERS ASSOCIATION, INC., hereinafter called the "Association".

ARTICLE II

PRINCIPAL OFFICE

The principal office of the Association is located at 706 Pulaski Highway, Havre de Grace, Maryland 21078.

ARTICLE III

RESIDENT AGENT

LEONARD H. LOCKHART, whose address is 112 East Main Street, Elkton, Maryland 21921, is hereby appointed the initial resident agent of this Association.

ARTICLE IV

PURPOSES AND POWERS

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for

82258345

STATE OF MARYLAND	
I hereby certify that this is a true and complete copy of the page document on file in this office. DATED: <u>8-29-84</u>	
STATE DEPARTMENT OF ASSESSMENTS AND TAXATION	
BY: <u>[Signature]</u>	
This stamp replaces our previous certification system. Effective: 10/84	

LIBER 0001 FOLIO 1417

LIBER 0006 FOLIO 158

STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION

ARTICLES OF INCORPORATION

APPROVED FOR RECORD

OF

8-12-81 at 9:32 a.m.

BAYVIEW HOMEOWNERS ASSOCIATION, INC.

1988
AUG

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PURPOSES AND POWERS

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82258345

LIBER 0059 FOLIO 0057

LIBER 0001 FOLIO 418

3053 2003

LIBER 0006 FOLIO 159

which it is formed are to provide for the maintenance, preservation and architectural control of the Lots and Common Areas and Storm Water Management Facilities (as those terms are defined in the Declaration(s) hereinafter referred to) within that certain tract of land, hereinafter referred to as the "Properties", described in Exhibit A annexed hereto as a part hereof, and to promote the health, safety and welfare of the residents within the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association. In furtherance of these purposes, the Association shall have full power to:

A. Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in certain Declarations of Covenants, Conditions and Restrictions, hereinafter called the "Declarations", applicable to the property and recorded or to be recorded among the Land Records of Harford County, Maryland, and as the same may be amended from time to time as therein provided.

B. Fix, levy, collect and enforce payment by any lawful means all charges and assessments pursuant to the terms of the Declarations; and pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association.

C. Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell,

lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association.

D. Borrow money and, with the assent of two-thirds (2/3) of the votes of each class of members, mortgage, pledge, deed in trust or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

E. Dedicate, sell or transfer all or any part of the Common Area or private roads or storm water management facilities to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by the holders of two-thirds (2/3) of the votes of each class of members agreeing to such dedication, sale or transfer.

F. Grant utility and drainage easements in, under, over and through properties owned by the Association.

G. Participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional property and Common Areas, provided that any such merger or consolidation shall have the assent of two-thirds (2/3) of the votes of each class of members and any such annexation shall be done in accordance with the Declarations.

H. Have and exercise any and all powers, rights and privileges which a non-stock, non-profit corporation organized

3053 2005

under the Corporation Law of the State of Maryland by law may now or hereafter have or exercise.

ARTICLE V

ASSOCIATION NOT AUTHORIZED TO ISSUE STOCK

The Association has no authority to issue capital stock.

ARTICLE VI

MEMBERSHIP

Each person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, hereinafter called an "Owner", shall be a member of the Association. The foregoing is not intended to include and does not include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

ARTICLE VII

VOTING RIGHTS

The Association shall have two (2) classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant named in the Declarations, hereinafter called the "Declarant", and shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they

determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B. The Class B member shall be the Declarant, its successors and assigns, and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

A. When the Declarations have been recorded and the property described in Exhibit A has been subjected to the provisions of the Declarations, and when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership or

C. On January 1, 1993.

ARTICLE VIII

BOARD OF DIRECTORS

The affairs of this Association shall initially be managed by a Board of three (3) Directors who need not be members of the Association. The number and terms of Directors may be changed by amendment of the By-Laws of the Association. The names and addresses of the persons who are to act in the capacity of Directors until the selection of their successors are:

A. Cecil F. Hill, 706 Pulaski Highway, Havre de Grace, Maryland 21078.

B. Mark A. Bennett, 403 North Adams Street, Havre de Grace, Maryland 21078.

C. Leonard H. Lockhart, 706 Pulaski Highway, Havre de Grace, Maryland 21078.

The above-named Directors shall serve until the first annual meeting of the members at which their successors are elected and qualified. In the event of death, resignation or removal of a Director, the remaining Directors may elect a successor to fill the unexpired term.

From and after the first annual meeting of members, the term of office of the Directors shall be staggered. At the first meeting of members, one-third (1/3) of the Directors shall be elected to an initial term of three (3) years, one-third (1/3) of the Directors shall be elected to an initial term of two (2) years, and one-third (1/3) of the Directors shall be elected to an initial term of one (1) year. At each subsequent meeting of members, the members shall elect one-third (1/3) of the total number of Directors and the term of each Director shall be three (3) years.

ARTICLE IX

DISSOLUTION

The Association may be dissolved with the assent in writing signed by not less than the holders of two-thirds (2/3) of the votes of each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to

those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE X

DURATION

The corporation shall exist perpetually.

ARTICLE XI

AMENDMENTS

Amendment of these Articles shall require the assent of the holders of seventy-five percent (75%) of the votes of each class of members except that, for a period of five (5) years from and after January 1, 1988, amendments required by the Federal Mortgage Agencies (as defined in the Declaration) as a condition of mortgage approval and continuation shall only require the assent of the Class B member.

ARTICLE XII

APPROVAL BY FEDERAL MORTGAGE AGENCIES

As long as there is a Class B membership, the following actions will require the prior approval of the Federal Mortgage Agencies: annexation of additional properties not described in the Declarations, mergers and consolidations, mortgaging of Common Area, dedication to public use of Common Area, dissolution of the Association, and amendment of these Articles.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Maryland, the

undersigned, being the incorporator of this Association, has
executed these Articles of Incorporation this 27 day of
June, 1988.

Wanda L. Hemler
Witness

CECIL F. HILL
CECIL F. HILL

STATE OF MARYLAND, COUNTY OF Harford, SCT.

I HEREBY CERTIFY that on this 27 day of
June, 1988, before me, the subscriber, a Notary
Public of the State and County aforesaid, personally appeared
CECIL F. HILL, who acknowledged himself to be the incorporator
named in the foregoing Articles of Incorporation and that he
executed the same for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

Wanda L. Hemler
Notary Public

My Commission Expires: 7/1/90



RECEIVED
FOWLEY, BECKLEY, STEVENS & COLE, P.A.
ELKTON, MD

MAR 10 89

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

OF MARYLAND AUGUST 12, 1988 AT 9:32 O'CLOCK A. M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID:

\$ 20.00

RECORDING
FEE PAID:

\$ 20.00

SPECIAL
FEE PAID:

\$

02621332

TO THE CLERK OF THE COURT OF

HARFORD COUNTY

IT IS HEREBY CERTIFIED, THAT THE WITHIN INSTRUMENT, TOGETHER WITH ALL INDORSEMENTS THEREON, H
BEEN RECEIVED, APPROVED AND RECORDED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

RETURN TO:
FOWLEY, BECKLEY, STEVENS & COLE, PA
ATTN: PHILIP DETERS
11 E. LEXINGTON ST., 4TH FLOOR
BALTIMORE MD 21202



038C3022358

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270923

REC'D & RECORDED
NO 59 FOLIO 57

RECORDED IN THE RECORDS OF THE

STATE DEPARTMENT OF ASSESSMENTS

AND TAXATION OF MARYLAND IN LIBER, FOLIO

1988 DEC 15 AM 9:28

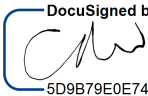
HARFORD CO.
CHARLES G. HOBBS, III
CLERK

LIBER 0059 FOLIO 0066 LIBER 0001 FOLIO 1426 3053 2002

LIBER 00006 FOLIO 167

Account	Total
INCOME	
Income	
6310-00 Assessments	\$95,626.48
Total Income	\$95,626.48
Total OPERATING INCOME	\$95,626.48
EXPENSES	
Expense	
7010-00 Management Fees	8,988.00
7020-00 Tax, Accounting & Audit Fees	1,450.00
7160-00 Collection and Legal Fees	500.00
7280-00 Insurance Premium	3,419.00
7400-00 Office Expenses	1,500.00
Total Expense	\$15,857.00
Maintenance	
9010-00 Tree & Shrub	2,500.00
9020-00 Grounds Maintenance	14,254.00
9110-00 Repair & Maintenance	500.00
Total Maintenance	\$17,254.00
Reserve Expenses	
9867-00 SWM Reserve	60,000.00
Total Reserve Expenses	\$60,000.00
Reserves	
9909-00 Reserve Transfer (A)	2,515.48
Total Reserves	\$2,515.48
Total OPERATING EXPENSE	\$95,626.48
Net - Operating Totals	\$0.00

DocuSigned by:



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12/23/2024

BY-LAWS
OF
BAYVIEW HOMEOWNERS ASSOCIATION, INC.

ARTICLE I
NAME AND LOCATION

The name of the corporation is BAYVIEW HOMEOWNERS ASSOCIATION, INC. The principal office of the corporation shall be located at 706 Pulaski Highway, Havre de Grace, Maryland 21078, but meetings of members and directors may be held at such places within the State of Maryland, County of Harford, as may be designated by the Board of Directors.

ARTICLE II
DEFINITIONS

Section 1. "Association" shall mean and refer to BAYVIEW HOMEOWNERS ASSOCIATION, INC., a Maryland corporation, its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in that certain Declaration of Covenants, Conditions and Restrictions and that certain Declaration of Covenants, Storm Water Management Facilities, affecting the Properties as defined in the Articles of Incorporation of the Association, and such additions thereto as may hereafter be brought within the jurisdiction of the Declarations or either of them.

Section 3. "Common Area" shall mean all real property (including all improvements thereto) owned by the Association for the common use and enjoyment of the Owners, including open

space and private roads but not including storm water management facilities.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any approved preliminary plats and recorded subdivision maps of the Properties, together with all buildings and improvements therein, with the exception of the Common Area and the storm water management facilities.

Section 5. "Owner" shall mean and refer to the record owner, whether one (1) or more persons or entities, of the fee simple title to any Lot or parcel of land which is part of the Properties, including contract sellers, and excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Declarant" shall mean and refer to the Declarant shown on the Declarations, and their successors and assigns if such successors or assigns should acquire more than one (1) undeveloped Lot from them for the purpose of development and are expressly granted the rights of the Declarant in conjunction therewith.

Section 7. "Declaration(s)" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions, Land Use, Architectural Control and Common Areas and the Declaration of Covenants, Storm Water Management Facilities, applicable to the Properties, as amended from time to time, and recorded among the Land Records of Harford County, Maryland.

Section 8. "Member" shall mean and refer to those persons

entitled to membership as provided in the Articles of Incorporation of the Association.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The first meeting of the Members shall be held within one (1) year from the date of incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held on the same day of the same month of each year thereafter at the hour of 7:30 p.m. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

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 of the Class A membership.

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 mailing a copy of such notice, postage prepaid, at least twenty (20) days but not more than ninety (90) days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting and, in the case of a special meeting,

the purpose of the meeting, and shall state that the meeting may be adjourned and an additional meeting called as required in Section 4 below, if a quorum sufficient to act is present at the regularly called meeting.

Section 4. Quorum. The presence, in person or by proxy, at the meeting of Members entitled to cast one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declarations or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power by majority vote to adjourn the meeting from time to time. Notice of the time, place and same purpose for the additional meeting shall be advertised in a newspaper published in the county where the principal office of the corporation is located and shall state that at the additional meeting the Members present or represented by proxy may approve or authorize the proposed action at the additional meeting and may take any other action which could have been taken at the regularly called meeting if a sufficient number of Members had been present.

Section 5. Proxies. At all meetings of Members, each Member may vote in person or by proxy. 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 Lot.

ARTICLE IV

BOARD OF DIRECTORS:

SELECTION; TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be initially managed by a Board of three (3) Directors who need not be Members of the Association. The Directors may, by vote of a majority of the total Board, increase the number of Directors to a maximum of nine (9).

Section 2. Term of Office. Directors shall be elected at the annual meeting of Members in accordance with the Articles of Incorporation.

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

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

Section 5. Action Taken Without a Meeting. The Directors 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. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

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 (2) 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 number 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 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 Declarations. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

MEETING OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice at such place and hour as may be fixed from time to time by resolution of the Board. Should any meeting fall upon a legal holiday,

then that meeting shall be held at the same time on the next day which is not a legal holiday.

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

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

ARTICLE VII

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; pertaining to the control and keeping of pets; pertaining to the maintenance and use of Lots and improvements; and pertaining to the maintenance or removal of unsafe or unsanitary structures or conditions from the Lots or the Common Area.

b. Suspend the voting rights and rights to use the recreational facilities of a Member or anyone to whom the Member's right of use has been delegated 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 the Articles of Incorporation, these By-Laws, or the Declarations.

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 an association manager, an independent contractor, or such other employees as they deem necessary and to prescribe their duties.

f. Establish reasonable procedures and fees for the processing of applications for approval submitted to the Board or Architectural Committee pursuant to Article V of the Declaration of Covenants, Conditions and Restrictions, Land Use, Architectural Control and Common Areas; and.

g. Enter into agreements providing for the rental, lease or use of recreational facilities which are not owned by the Association.

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 any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A Members who are entitled to vote.

b. Supervise all officers, agents and employees of this Association and to see that their duties are properly performed.

c. As more fully provided in the Declaration, to:

(1) Fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period.

(2) Send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period.

(3) Establish, enforce and foreclose the lien against any property for which assessments are not paid within thirty (30) days after the due date or to bring an action at law against the owner personally obligated to pay the same.

d. Issue or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment.

e. Procure and maintain adequate liability and hazard insurance on property owned by the Association.

f. Cause all officers or employees having fiscal responsibilities to be bonded as it may deem appropriate.

g. Cause the Common Area to be maintained.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a President and Vice-President who shall at all times be members of the Board of Directors, a Secretary, a Treasurer and such other officers as the Board may from time to time by resolution create.

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

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

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

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any

later time specified therein and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer replaced.

Section 7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one (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:

a. President: 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 checks and promissory notes.

b. Vice-President: The Vice-President shall act in the place and stead of the President in the event of his absence, incapacity, or refusal to act and shall exercise and discharge such other duties as may be required of him by the board.

c. Secretary: 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 to all papers requiring said seal, serve notice of meetings of the Board and of the Members, keep appropriate current records showing the Members of the Association together with their addresses, and perform such other duties as required by the Board.

d. Treasurer: The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors, shall sign all checks and promissory notes of the Association, keep proper books of account, cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year, and prepare an annual budget and statement of income and expenditures to be presented to the membership at its regular annual meeting and deliver a copy of each to the Members.

ARTICLE IX

INDEMNIFICATION OF OFFICERS AND DIRECTORS

Each officer and Director of the Association, in consideration of his services as such, shall be indemnified by the Association to the extent permitted by law against expenses and liabilities reasonably incurred by him in connection with the defense of any action, suit or proceeding, civil or criminal, to which he may be a party by reason of being or having been a Director or officer of the Association. The foregoing right of indemnification shall not be exclusive of any other rights to which the Director or officer may be entitled by law or agreement or vote of the Members or otherwise.

ARTICLE X

COMMITTEES

The Board of Directors shall appoint one or more architectural control committees, as provided in the Declarations, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint such other committees as are deemed appropriate to carry out the purposes of the Association.

ARTICLE XI

BOOKS AND RECORDS

The books, records and papers of the Association, at all times during regular business hours, and upon reasonable notice, shall be subject to inspection by any Member. The Declarations, the Articles of Incorporation, and the By-Laws of the Association shall be available to such Member at the principal office of the Association, where copies also may be purchased at a reasonable cost.

ARTICLE XII

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 thirty (30) days after the due date, 1) the assessment shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum, and 2) the

Association may bring an action at law against the Owner personally obligated to pay the same, together with any later charges, and may establish, enforce and foreclose the lien against the property, and costs and reasonable attorney's 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 or abandonment of his Lot.

ARTICLE XIII

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the name of the Association and the year of its incorporation.

ARTICLE XIV

AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the Members, by a vote of a majority of a quorum of Members present in person or by proxy, except that the Federal Mortgage Agencies, as defined in the Articles of Incorporation, shall have the right to veto amendments while there is Class B membership.

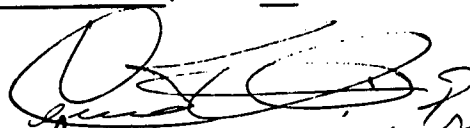
Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declarations and these By-Laws, the Declarations shall control.

ARTICLE XV

FISCAL YEAR

The fiscal year of the Association shall begin on the first (1st day of January and end on the thirty-first (31st) day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the Directors of the Bayview Homeowners Association, Inc., have hereunto set our hands this 13th day of August, 1988.



Mark O. Bennett

Phil H. [unclear]

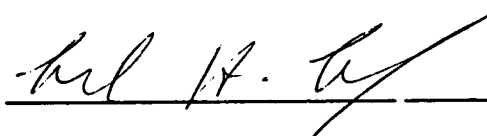
CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting Secretary of the Bayview Homeowners Association, Inc., a Maryland corporation; and,

THAT the foregoing By-Laws constitute the original By-Laws of said Association as duly adopted by the Board of Directors thereof on the 13th day of August, 1988.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 13th day of August, 1988.



Secretary

BAYVIEW ESTATES

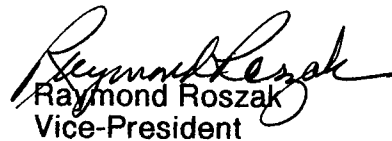
Board of Directors
P O Box 767
Bel Air, MD 21014

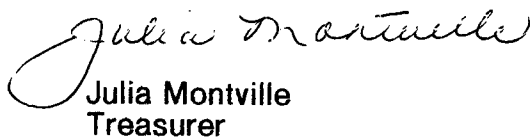
To Whom It May Concern

At a Board of Directors meeting on 13 July 1995, the board unanimously approved the adoption of the Bayview Estates Rules and Regulations, revised May 1995.

The revised Rules and Regulations had been provided to each homeowner during the week of 12-16 June 1995.


Ruthellen Forrest-Rodgers
President


Raymond Roszak
Vice-President


Julia Montville
Treasurer

Laurie Shannon-Bailey


Nathan H Brewster
Secretary

HOMEOWNERS	25.00
TOTAL	25.00
Res# HA04	Rcpt # 7821
CGH BR	Blk # 137
Aug 02, 1995	02:23 PM

Bayview Estates

Homeowners Association, Inc.



Rules & Regulations

Revised May 1995

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Preface

This document defines the standards to be followed by each homeowner in an effort to enhance and maintain the overall property values of Bayview Estates. It is understood that all homeowners in this community are responsible adults who are willing to maintain and enhance property values. Although no one wants to prevent the homeowners from making improvements to their homes, it is important that everyone comply with the provisions outlined in the Declaration of Covenants, Conditions, and Restrictions and the By-Laws. These Rules and Regulations allow expression of individuality, and at the same time, conform to the original design concept for this community. The appendices of this document define the Collection Procedure, the Above Ground Swimming Pool Standards, the Enforcement Policy, and the Approved Fence Styles.

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Rules and Regulations Bayview Estates Homeowners Association, Inc.

Authority

According to Article V of the Declaration of Covenants, Conditions, and Restrictions, Architectural Control:

"No building, fence, wall, or other structure shall be commenced, erected, or maintained upon the Property, nor shall any exterior addition to or change or alteration therein be made (including, without limitation, any structure which impedes or impairs mowing or lawn maintenance) until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association...."

According to Article XI of the Declaration of Covenants, Conditions, and Restrictions, Rules and Restrictions, Section 1, Board of Directors Authorized to Adopt, Scope: The Board of Directors shall have the power to adopt rules and regulations which shall be binding on each Lot Owner pertaining to the control and use of the Common Area; control and keeping of pets; maintenance and use restrictions applicable to Lots and improvements thereon; and procedures whereby the Association may maintain or remove structures, grass, weeds, or trees on Lots which the owner thereof fails to maintain in a safe and sanitary condition.

Use Restrictions

Quoted from Article VI of the Declaration of Covenants, Conditions, and Restrictions, Land Use, Architectural Control and Common Areas

Section 1. Residential Use: No Lot shall be used for any purpose other than residential use except that, during construction of new houses and appurtenant structures by the Declarant or its agents and initial sales of such Lot, on-site builder's construction offices, model homes, sales offices, and builder storage areas may be maintained.

Section 2. Offensive Activities: No noxious or offensive activities shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 3. Signs: No sign of any kind shall be displayed to public view on any Lot except (a) one (1) sign of not more than six (6) square feet advertising the property for sale or rent or (b) signs used by the developer or his agents to advertise the property during initial construction and initial sale of Lots.

Section 4. Animals: No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot except that a reasonable number of household pets may be kept provided that they are not kept, bred, or maintained for a commercial purpose. The Board of Directors shall have the power to adopt rules and regulations pertaining to the control of pets and defining what shall constitute a reasonable number of household pets.

Section 5. Garbage, Motor Vehicles, Boats, and Repairs: No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste; and every Lot shall be maintained in a clean and sanitary condition. All containers or equipment for the storage or disposal of rubbish, trash, garbage, and other waste shall be kept in a clean and sanitary condition. No major repairs to motor vehicles shall be made on any Lot, and no Lot shall be used for the parking or storage of inoperable or abandoned motor vehicles, campers, boats, or boat trailers, except out of view from all other Lots.

Section 6. Utility Buildings and Sheds: No utility building or shed shall be located or constructed on any Lot unless it is incorporated into and made a part of the dwelling unit or attached to the unit. All such structures must first be approved pursuant to Article V.

Section 7. Yards: No plantings, fences, lawn ornaments, or improvements of any kind shall be erected, constructed, placed, or planted on any Lot without the prior approval of the Board of Directors. Such approval shall only be given pursuant to an overall plan of improvements for the Properties. No fences higher than forty-eight inches (48") and no chain link fences shall be approved.

Section 8. Television Antennas: No individual exterior television, radio, or satellite television antennas or dishes shall be permitted; provided that if no cable service is available to the properties, each Lot may install and maintain one antenna only.

Section 9. Additional Rules and Regulations: The Board of Directors, pursuant to Article XI of this Declaration, may adopt additional rules and regulations pertaining to the use of Lots. Such rules and regulations may relate to the use or storage upon the Lots of motor homes, trailers, campers, boats and commercial vehicles; the erection and maintenance upon the Lots of clothes lines, fences, awnings, fireplaces, grills, decks, patios, lawn ornaments, swimming pools, play equipment, exterior lighting and storm windows; or such other uses or structures upon the Lots which the Board of Directors deems appropriate.

The Articles and its sections previously quoted are part of the governing documents for Bayview Estates Homeowners Association, Inc. It is beyond the power of the Board of Directors to change or amend these sections without properly following the structures of Article XII, Section 3: Amendment.

Background

The following Rules and Regulations have been previously adopted by the Board of Directors for Bayview Estates Homeowners Association, Inc., per the last sentence of Article VI, Section 9. It should be noted that only those items marked with an asterisk (*) are new rules being adopted by the Board of Directors according to Article XI, Section 3, Rules and Regulations. All other rules and regulations have been in force since their original adoption in August 1989, and their amendments in July 1992. Some language may have been clarified but the intent and meaning of the rule or regulation has been kept intact. The enclosed collection procedures (see Appendix A) and aboveground swimming pool standards (see Appendix B) have been in force since their adoption in February 1995.

Procedures

The Architectural Rules and Regulation have been developed by the Board of Directors as general guidelines and are not automatic approvals. All exterior modification must be submitted in writing to the Board of Directors before any work begins. All submittals must be sent in writing and must include a list of building materials, the measurements and dimension of the improvement, and a drawing of the location of the improvement on a copy of the plat of your property.

Once approval is received, it will be the owner's responsibility to conform to any further regulations required by the Bayview Estates Declaration of Covenants, Conditions, and Restrictions, By-Laws, and Articles of Incorporation (such as ingress/egress, etc.) and any pertinent regulations of the City of Havre de Grace or Harford County. Approval by the Association is not a substitute for city or county permits; it is the owner's responsibility to obtain all applicable permits and to comply with all applicable codes.

The Association's approval is for architectural control only. The Association will not inspect projects for compliance during construction and will not assume any liability for structural integrity. Any addition or improvement which has received the proper approval must be completed within 90 days from the date of approval. If an extension on the time frame is required, written permission must be obtained from the Board of Directors.

The Board of Directors reserves the right to approve, disapprove, or approve with restrictions (i.e., length, width, shape, color, etc.) any structural or non-structural modification, improvement, or addition if it is determined that the addition or improvement will not enhance the esthetics of the community or for other reasons the Board of Directors deems appropriate.

Homeowner Association fees and assessments are billed directly to the homeowner by Trenton Property Services. Payment is the sole responsibility of the homeowner. If payment is not made, the homeowner's architectural requests may be withheld until fees and assessments are paid and are current. Should it become necessary to enforce architectural compliance of the Declaration of Covenants, Conditions, and Restrictions, By-Laws, and Rules and Regulations, an enforcement policy will be followed (see Appendix C).

All requests must be sent in writing to the following address:

***Bayview Estates, Board of Directors
C/O Trenton Property Services
P.O. Box 767
Bel Air, MD 21014.***

The homeowner is fully responsible for the delivery to and receipt of Trenton Property Services, Inc., of any submittal for approval. The most reliable means of ensuring compliance is to send your request by Certified mail, return receipt requested, or personal delivery. In the event the Board of Directors fails to approve said submittal within 60 days after the request is received, such submittal shall be deemed approved.

Rules and Regulations
Bayview Estates Homeowners Association, Inc.

*As stated herein, "approval" means written approval by the Board of Directors
or by an appointed Architectural Review Committee*

1. **Animal Houses:** *The keeping of outside runs, cages, or animal housing is prohibited upon a Lot, dwelling, or common areas at all times.*
2. **Decks:** *All decks require approval and all submissions will conform to the requirements of the Declaration of Covenants, Conditions, and Restrictions, Rules and Restrictions. All decks, rails, and enclosures must be constructed of pressure treated/CCA lumber or another appropriate wood. Decks may be enclosed from ground level to the bottom of the deck with CCA/ pressure treated lattice or other material as approved. Decks may be stained only with approval; only neutral colored stains will be approved. If you are using a clear, noncolored preservative, approval is not required. Any modification of the deck from its originally approved plan requires proper submission for and receipt of written approval.*
3. **Window Unit Air Conditioners:** *All room air conditioners that are visible in a window are prohibited as all homes are equipped with central air conditioning. Window fans cannot protrude outside the existing window frame.*
- *4. **Garden Borders:** *All garden borders require approval subject to proper submittal. No border over 8-inches tall, made of plastic or wire, will be allowed. Retaining walls are not considered "borders." All retaining walls require approval.*
5. **Lawn Ornaments:** *All lawn ornaments exceeding 12 inches in height (i.e., lawn ornaments, bird baths, feeders, planters, etc.) or quantities thereof exceeding 6 require approval subject to proper submittal. Approved lawn ornaments exceeding than 12 inches in height will only be allowed within rear yard.*
- *6. **Plantings: Shrubs, Flowers, Tree, & Bedding/Garden.** *Trees and shrubs whose mature height will exceed 4 feet require approval and shall not be planted within 5 feet of the property line. Vegetable gardens must be restricted to the rear of the house and within the rear corner lines of the house. Plantings may not exceed 25% of the area of the front or rear yard unless prior approval is received. Homeowners may plant within 4 feet of their foundation without prior approval. Any plantings falling outside these parameters (i.e., trees, natural screens, etc.) must be submitted for approval. All flower beds and gardens must be neatly maintained (free of weeds and overgrowth) at all times. Perimeter/screening plantings exceeding 4 feet will only be permitted within rear yards and require approval before planting.*
7. **Lighting (exterior):** *All permanent exterior lighting, other than that which was with the home at original settlement, requires approval. No lights of any type that illuminate an area exceeding the Lot on which they are installed will be permitted.*

8. **Recreational Equipment:** (Swing Sets, Sand Boxes, Climbing Gyms, Permanent & Portable Basketball Nets, etc.) All playground equipment requires approval. The equipment must be commercially manufactured and maintained within the rear corner lines of the house, meeting setback requirements regarding property boundaries. Permanently installed and portable Basketball hoops/backboards require approval and must be maintained within 10 feet of the dwelling at all times. Sand boxes must be covered by a lid when not in use. Exceptions to placement because of "lay of land"/topography may be considered. Proper maintenance of recreational equipment is mandatory.

9. **House Trim Color (exterior painting):** All color changes in exterior painting, including trim and replacement of siding, requires approval. Any exterior painting required for general upkeep, including trim, doors, and shutters, not involving a color change, does not require approval. Proper maintenance of the exterior of dwellings is mandatory.

*10. **Patios:** All patios require approval. Flat surface patios may be cement, stone, brick, or pressure treated/CCA wood. The height must be maintained no higher than 4 inches above the finished grade of the surrounding ground. The width may not exceed the side lines of the home.

11. **Fences:** All fences require approval. Wooden fences may be built in the rear yard only of any Lot with approval as provided in Article V of the Declaration. Metal or chain link fences are prohibited. Fences must be unstained and unpainted. No portion of a fence may be built in the side or front yard of any Lot. All fences must be built with their dress-side facing outward; vertical and horizontal supports facing inward. Fences of 4 feet in height will be permitted. Only the fence styles shown in Appendix D will be approved; no stockade type fences will not be approved. Fences must be abutted to the rear corners of the house and be erected within 3 inches of the property line. All fences and gates must be well maintained and in good repair.

*12. **Roofing:** All roofing repair or replacement that involves a color change requires approval. Roofing repair or replacement of the same materials that do not require a color change do not require approval.

*13. **Utility Buildings & Sheds:** Per the Declaration of Covenants, Conditions, and Restrictions, no free standing sheds, out buildings, or dog houses will be allowed (see Article VI, Section 6). Additional storage space may be constructed as an addition to the dwelling structure provided it is sided and roofed with the same type/color materials as the dwelling. Approval is required.

14. **Storm Doors:** Permitted without approval subject to using commercially manufactured doors whose color is consistent with the existing house or trim color. All storm doors must be well maintained and in good repair.

15. **Antennas:** Per Article VI, Section 8. No outside television or radio aerial or antenna or other similar aerial antenna for reception or transmission shall be maintained upon any Lot. The use or erection of an outside microwave- or satellite-signal receiving dish or any similar apparatus is prohibited.

16. **Clothes Drying Lines:** No permanent exterior clothes lines shall be erected or installed on any Lot. Only after obtaining approval, collapsible or retractable clothes lines may be used. All clothes drying lines must be collapsed or retracted when not in use.

17. Window Covering: *There must be appropriate window treatments on all exterior windows in the dwellings located on the Lots. Bed sheets, plastic sheets, newspapers, and similar coverings may not be hanged or placed in any dwelling on any Lot.*

***18. Seasonal Lighting & Decorations:** *All seasonal lighting and decorations must be removed from display within 30 days following the holiday for which the items were used to celebrate.*

***19. Trash Containers:** *All trash and trash containers must be maintained in a neat, clean, and sanitary condition at all times. Trash containers may be placed in front of the home no earlier than 7:00 pm the night before the scheduled pickup day and must be returned to a covered location no later than 7:00 pm the day of the scheduled pickup day. Trash containers are not to be placed where they will obstruct any public walkway, street, mailbox, or so forth. If trash is not picked up on the scheduled day, the homeowner must retrieve and remove all trash containers from the front of the home before 7:00 pm of that day.*

***20. Recyclables:** *See Item 19.*

21. Awnings & Fiberglass Panels: *Awnings over windows or doors are not permitted. Requests for installation of an awning over a deck may be considered for approval. Using fiberglass panels (of any color or style) will not be permitted.*

22. Vehicles: *Only properly registered, insured, and tagged passenger cars, vans, motorcycles, and pickup trucks rated "1 ton" or less are permitted to be parked on the paved streets and driveways within Bayview Estates. No trailers, camper trailers, motor homes, house trailers, boats, pop-up trailers, junk vehicles, commercial vehicles, recreational vehicles, or the like are permitted within Bayview Estates except out of sight of all other Lots. Parking vehicles or equipment on unpaved areas is prohibited.*

**Any vehicle parked in other than designated parking areas or driveways or otherwise in violation of the Declaration of Covenants, Conditions, and Restrictions is subject to removal at the owner's sole risk, cost, and expense. Notice under this provision shall be deem as being provided.*

Vehicles parked in violation will be towed to

*Tawney's Garage, Inc.
319 N. Adams Street
Havre de Grace, MD 21078
939-2040*

23. Vehicle Repair & Restoration: *Major repairs or restoration to motor vehicles, boats, trailers, camper trailers, or motor homes is prohibited on all Lots. If a vehicle is to be disabled for more than 48 hours, repair or restoration work must take place out of view of all other Lots.*

24. **Pets:** Homeowners may not keep any livestock on any Lot or common area at any time. Homeowners may not have more than two pets upon any Lot; pets may not be kept or bred for commercial purposes. Pets allowed outside the dwelling must be kept on a leash or within a fenced rear yard. No pet will be permitted to cause a disturbance or create a nuisance. It is imperative that homeowners remove all waste matter created by their pet within their own Lot, their neighbor's Lot, and on all common areas. All pet owners are directed to Article VI, Section 4, of the Declaration of Covenants, Conditions, and Restrictions and to Harford County Code, Chapter 4, regarding Animal Control enforcement by the Animal Control Warden. For further information about these ordinances, please call 838-1500, ext 437.

25. **Arbors:** Arbors require approval and are allowed only within the side or rear yards.

26. **Swimming Pools, Hot Tubs, & Spas:** Upon review and approval, in-ground swimming pools, hot tubs, and spas are permitted. Homeowners are cautioned to carefully check applicable city and county codes relative to fencing, plumbing, and electrical installation. Aboveground swimming pools will be permitted providing the homeowner obtains prior written approval and further complies with the standards of appearance and maintenance outlined herein. Because of the unique nature of aboveground pools, a separate appendix defines the requirements and standards for such installation (refer to Appendix B).

27. **Mailboxes:** Only U.S. Postal Service approved mailboxes mounted on top of a natural wood or white "wood look-alike" posts are permitted. (The approval wood look-alike posts are made by Rubbermaid or PVC-type material.) Newspaper tubes are prohibited..

Appendix A
Collection Procedure

Collection Procedure
Bayview Estates Homeowners Association, Inc.

1. *At the direction of the Board of Directors, the management company will prepare and send to the attorney, in writing, a list of all delinquencies.*

2. *Upon receipt of such a list, the attorney will send by certified mail, restricted delivery, a demand letter and Notice of Intention to Create Lien to all owners who are delinquent. The letter will demand payment within 15 days of all past due assessments and facility charges, late charges, costs of collection (which include costs incurred by a law firm for photocopying, postage, messenger service, court costs, etc.) and a collection fee of \$150.00. The letter will also advise the owner that if an attorney is required to handle the account after the letter is sent, the owner will be responsible for attorney's fees for the time expended by the attorney. In the event the amount claimed is not paid within 15 days, the owner will also be responsible for payment of a title search fee of \$75.00 and any attorneys' fees incurred since the date of the letter. The Notice of Intention to Create Lien advises the owner of the intent to record a lien against the property and of his/her legal right to contest the amount claimed in a show cause complaint filed in the Circuit Court for Harford County ("Circuit Court"). If the delinquent owner fails to accept the initial demand letter, the attorney will cause the Notice to be*

a. Mailed to the delinquent owner's last known address; and

b. Posted in a conspicuous manner on the delinquent owner's property by the Association, in the presence of a competent witness.

3. *The Notice of Intention to Create Lien also will advise the delinquent owner that they have 30 days from the date of service of the Notice to file a complaint in the Circuit Court to determine whether probable cause exists for the establishment of a lien. If the owner fails to file a complaint within the 30-day period, a Statement of Association Lien, previously prepared by the attorney, will be sent to the management company at the expiration of the 30-day period for execution. Notice of intention to foreclose will also be sent to the holders of all mortgages upon the property. The Statement of Association Lien will claim all assessments and facility charges, and other charges permitted by law, together with reasonable attorneys' fees.*

4. *Payment tendered to the attorney or the management company will not be accepted unless it is by certified check, cashier's check, or money order, payable to the law firm and constitutes payment in full of all amounts claimed in the attorney's letter. The management company will forward all payments to the attorney. **Personal checks tendered to the attorney will not be accepted and will be returned to the owner.** Any payments tendered to the Association after the delinquent owner's account has been referred to the attorney, which do not constitute payment in full will*

a. Be returned to the delinquent owner, or

b. Be credited to the outstanding balance due and will be applied first to the attorney's fees and costs of collection and then to the oldest delinquent assessments and facility charges. Any such acceptance shall not be considered a waiver of all other amounts due and shall not be construed as a payment for satisfaction of delinquent assessments, late charges, interest, costs of collection, and attorneys' fees due; and such assessments and facility charges, late charges, interest, costs, and attorney fees shall continue to accrue until paid in full.

5. If the owner files a complaint in the Circuit Court to determine whether probable cause exists for the establishment of a lien, the attorney will advise the Board of Directors and the management company of the filing. The attorney will advise the Board of Directors and the management company of any hearing date established by the Circuit Court, and take any and all legal action necessary to establish the lien. If a Court hearing is required, a representative of the Association and/or the management company will be requested to testify on behalf of the Association as to the legitimacy of all amounts claimed in the Notice of Intention to Create Lien. The Attorney will request the Circuit Court to assess all legal expenses against the owner for all attorneys' fees and costs incurred in establishing the lien.

6. If the Circuit Court determines that probable cause exists for the establishment of the lien, the attorney will prepare the lien according to Paragraph 3 above. If the Circuit Court determines that probable cause does not exist for the establishment of the lien, the attorney will advise the Board of Directors of the Court's decision and recommend what further action, if any, should be taken against the owner.

7. If no payment is received from the owner within 30 days after the date of establishment of the lien, the attorney will prepare a Petition to Foreclose on the lien or file a Complaint in the District Court of Maryland and transmit it to the management company for execution and filing in the Circuit Court or District Court. If trial in District Court is necessary, a representative of the Association and/or the management company will be requested to testify on behalf of the Association as to the legitimacy of all amounts claimed.

8. Full payment will be accepted from the delinquent owner at any time until the auction of the property under foreclosure, and such payment shall include all assessments, late charges, accrued interest, attorneys' fees, costs of collection, and auction costs incurred. Only payments by certified check, cashier's check, or money order will be accepted. Personal checks tendered to the attorney will not be accepted and will be returned to the owner.

9. The attorney will keep a full accounting of all fees and expenses paid by it and will request the same of the management company.

10. It is the intention of the attorney that the least cumbersome, most effective method of collection will be used at all times.

Collection Procedure

11. To facilitate the collection of delinquent assessments and facility charges, the management company will advise the attorney of any and all information pertaining to the owner, including place of employment and bank account information, if known. This information is requested to provide the attorney with the alternative of filing suit in the District Court of Maryland to obtain judgment as opposed to instituting foreclosure.

12. Should the Board of Directors agree to any payment arrangement with the owner, the attorney will cease activity on the collection matter at the time the payment agreement is accepted by the owner and a copy of the plan is received by the attorney; the attorney will not close the matter until the payment arrangement is completed. If the attorney administers the payments under a payment agreement, the owner will be responsible for an attorney fee of \$20.00 per installment. No one may enter into a payment agreement unless the Board of Directors provides written authority to do so.

13. This procedure will be reviewed at least annually by the Board of Directors of the Association in consultation with the attorney and the management company to assure that the procedure is effective.

Appendix B
Above Ground Swimming Pool Standards

Above Ground Swimming Pool Standards **Bayview Estates Homeowners Association, Inc.**

Above Ground Swimming Pools will be permitted in Bayview Estates providing the homeowner obtains prior approval from the Architectural Review Committee (ARC) or Board of Directors, and other agencies that require permits and further complies with the standards of appearance and maintenance outlined herein.

Approval for installation of a commercially manufactured above ground pool may be obtained by submitting a request to the ARC with a plan depicting the type installation desired (including the manufacturer's brochure depicting a picture of the pool and its specifications) along with a plat of the homeowner's property showing the proposed location of the pool in reference to property boundaries and house location (other requirements, as well as fence and deck installation approval is described below). After obtaining approval from the ARC, the homeowner must apply for a permit from the City of Havre de Grace. When a permit is received from the city the electrical contractor must obtain a permit from Harford County.

Size of Pool: *Above ground pools shall not be less than 48 inches in depth and have a volume of not less than 1025 cu. ft./6600 gal.*

Site placement: *Above ground pools will be installed in rear yards on a flat and level surface as prescribed by code (at least 6 feet from property side line and 15 feet from rear property line).*

Landscaping/Camouflage: *Landscaping desired by the homeowner shall be a part of the plan submitted. To enhance the aesthetics of the installation, pumps, filters and other mechanical and electrical equipment shall be enclosed by an appropriate screening enclosure. Such enclosure, designed by the homeowner and subject to ARC approval, shall be part of the plan submitted.*

Surround Decking: *If the homeowner selects an above ground pool that incorporates a surround decking, or desires surround decking at the time of pool installation, such decking shall be a part of the plan submitted. Later installation of surround decking will require separate approval by the ARC, as well as a separate permit from the city of Havre de Grace. Any surround decking will, because of height, require safety railing.*

Pool Covers: *Any appropriate pool cover (one sold as such by a pool merchandiser) may be used, as well as solar covers. Pool covers are required when the pool is rendered inoperable during the winter months.*

Electrical Installation: *The size of pool specified in this appendix requires electrical installation by a licensed electrician holding an approved Harford County permit. Homeowner's plan submission will specify the electrical contractor selected to perform the installation.*

Above Ground Swimming Pool Standards

Fencing: *The depth of the pools permitted by this appendix dictate that the homeowner enclose the pool area/rear yard with a 4-foot fence with self-closing, selflatching gates which conform to local municipal code. The homeowner shall submit a separate plan for fencing for approval by the ARC, and obtain necessary permits from the City of Havre de Grace.*

Pool Draining: *Once pools are filled they shall not be drained onto the homeowners property, into the street or storm drain or into the waste water treatment system. If it is necessary to drain a pool for maintenance or dismantling, the water must be pumped into a transport vehicle for disposal at an approved off-site location.*

Filter Cleaning: *If it is necessary to clean the pool filter by backwashing, backwash water will not be discharged onto the ground or into the storm water drain system. It must be discharged into the waste water system by being directed through a cleanout fitting in the home system.*

Unused/Abandoned Pools: *Pools will not be allowed to lapse into a state of nonuse. Such a state is evidenced by torn or frayed liner or cover, lack of cover during winter months, remaining covered during summer months, stagnant water, algae on pool walls, broken/inoperative machinery, damaged, rusty exterior pool wall, empty pool or one clogged with leaves/debris. Inoperative pools will be dismantled/removed by the homeowner. (A pool that is idled/covered for winter storage is not considered unused.) Owners of unused/abandoned pools will be notified in writing and asked to dismantle and remove their pool.*

Appendix C
Enforcement Policy

Enforcement Policy
Bayview Estates Homeowners Association, Inc.

Article XII, General Provisions, from the Declaration of Covenants, Conditions, and Restrictions of Bayview Estates Homeowners Association, Inc. States: Section 1. Enforcement.

"The association or any owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter."

The Board of Directors, Bayview Estates Homeowners Association, Inc., expects that all members will comply with the architectural standards outlined in the Covenants and in the Rules and Regulations. However, the occasion may arise when it will be necessary to call a homeowner's attention to a violation and take such action as required to ensure compliance. The following steps outline the Enforcement Policy that is used for architectural violations.

Step 1. When a violation of the Covenants or Rules and Regulations comes to the attention of the Board of Directors, either through direct observation or by a verbal or written comment of a homeowner, a letter or Notice of Inspection (NOI) will be sent to the homeowner in violation. The letter or NOI will request the homeowner come into compliance. The letter or NOI will include a date by which a response from the homeowner is expected.

Step 2. If a homeowner in violation responds to the letter or NOI, the Board of Directors will take prompt action. The Board of Directors may approve the homeowner's action and this would put the homeowner into compliance and would close the matter. If the Board of Directors disapproves the homeowner's action, a letter indicating disapproval would be sent to the homeowner indicating a date by which the Board of Directors expects the homeowner to complete corrective action to bring the property into compliance. The Board of Directors will make every effort to work in good faith with a homeowner to arrive at a reasonable solution.

Step 3. If the homeowner fails to respond to any letter or NOI requesting compliance, the Board of Directors will send another letter to the homeowner indicating a date by which the matter will be turned over to an attorney. If the homeowner does not respond by the date indicated, the issue will be turned over to the attorney.

Step 4. The attorney, acting on behalf of the Association, will take the necessary steps to legally force the violating homeowner to come into compliance with the Covenants or Rules and Regulations. The attorney will make every effort to recover his or her costs as well as any other associated costs from the violating homeowner. When a matter has been turned over to an attorney for resolution, the Board of Directors will communicate formally with the homeowner only through the attorney.

Enforcement Policy

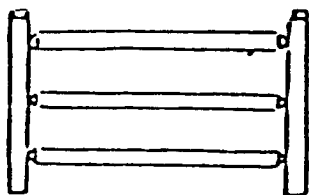
Generally, the time frame that will be adhered to is as follows:

<u>Action</u>	<u>Time Frame</u>
<i>Expected response from homeowner to first letter or NOI</i>	<i>15 days</i>
<i>Board of Directors response to homeowner's request for approval</i>	<i>30-45 days</i>
<i>Expected initiation of corrective action by homeowner following disapproval of homeowner's request</i>	<i>30-60 days</i>
<i>Board of Directors letter or NOI to pursue legal recourse</i>	<i>30-45 days after failure to respond by date specified in first letter or NOI, or failure to initiate corrective action by date specified in disapproval letter.</i>

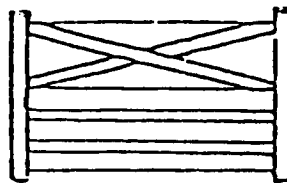
This schedule may be compressed or extended as necessitated by the availability of the Board of Directors and the scope of work involved.

Appendix D
Approved Fence Styles

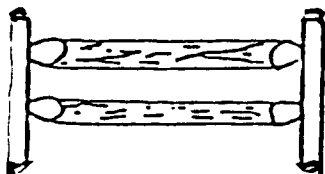
Approved Fence Styles
Bayview Estates Homeowners Association, Inc.



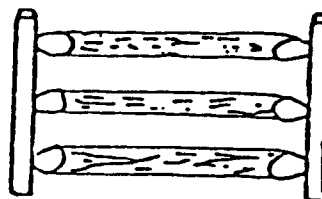
Round Rail



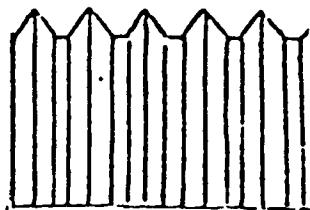
Estate Rail



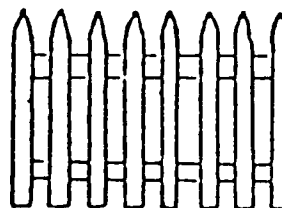
2-Split Rail



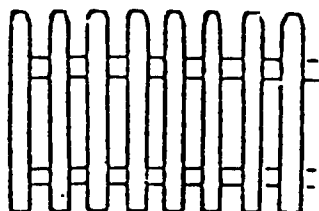
3-Split Rail



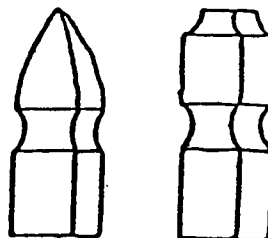
Caslele Mare



**Spaced Picket*



**Dog Eared*



Post Styles

**Styles may be undercut or scalloped*