

RESALE INSPECTION DISCLOSURE FORM

Lot No.:

Request Date:

Village:

Yearly Assessment Amount: \$

| | | | |
|---------------------------|--------|---------------------------|--------|
| Owner Information: | | Agent Information: | |
| Name: | | Name: | |
| Address: | | Company: | |
| Phone Number : | Email: | Phone Number: | Email: |

COMPLIANCE INSPECTION RESULTS:

A. MAIN STRUCTURE EXTERIOR TYPE

Vacant Lot

Improved Lot

ACCEPTABLE CONDITION

- | | | | | | |
|---|-----|----|--|-----|----|
| 1. Siding | Yes | No | | Yes | No |
| 2. Trim / Railings | Yes | No | | Yes | No |
| 3. Windows / Doors | Yes | No | | Yes | No |
| 4. Utilities (fan units, propane tanks, satellite, exterior lighting, etc.) | Yes | No | | Yes | No |

B. OTHER EXTERIOR STRUCTURES TYPE

ECC APPROVED

ACCEPTABLE CONDITION

- | | | | | | |
|------------|-----|----|--|-----|----|
| 1. Deck | Yes | No | | Yes | No |
| 2. Shed | Yes | No | | Yes | No |
| 3. Fence | Yes | No | | Yes | No |
| 4. Playset | Yes | No | | Yes | No |
| 5. Wall | Yes | No | | Yes | No |
| 6. Other: | Yes | No | | Yes | No |

C. LOT

TYPE

ACCEPTABLE CONDITION

- | | | | | | |
|-------------------------------------|-----|----|--|-----|----|
| 1. Grass Covering | Yes | No | | Yes | No |
| 2. Mulch Covering | Yes | No | | Yes | No |
| 3. Trees / Plants | Yes | No | | Yes | No |
| 4. Landscaping / Shrubbery | Yes | No | | Yes | No |
| 5. Drainage / Stormwater Management | Yes | No | | Yes | No |

D. SUMMARY OF CORRECTIVE ACTION REQUIRED:

ECC Post Application Required

INSPECTION PERFORMED BY:

DATE:

Homeowners Association Questionnaire for Pinehurst At Lake Lingnore Association

6718 Coldstream Drive
New Market, 21774

Borrower Information

| |
|-------------------------------|
| Borrower , |
| Loan Amount: |
| Loan Number: |
| Loan to Value Ratio: |
| Combined Loan to Value Ratio: |
| Loan Transaction Type: |
| Occupancy Type: |

Lender Information

| |
|----------------------------|
| Tranzon Fox |
| 3819 Plaza Dr |
| Fairfax, VA, 22030 |
| Phone Number: 703-539-8111 |
| Fax Number: - |

[Print this certification](#)

[Get another certification](#)

Certification Number: CCC1777421

Authorization Code: UMGS383118

Project last updated : 03/01/2011

| | | |
|-----|--|-----------------------------|
| 1. | Does the association carry blanket insurance for each unit or common areas only? | No Answer |
| 2. | Please enter the amount of general liability coverage: | |
| 3. | Amount of Fidelity Bond Coverage: | |
| 4. | Insurance Company Name: | Bb&T Frederick Underwriters |
| 5. | Insurance Agent Last Name Dalton First Name Dee Dee Middle Initial Phone Number 301-644-6577 Ext. 0 Fax Number 301-644-6565 Ext. 0 Email Address ddalton@bbandt.com | |
| 6. | Is the Homeowners Association involved in any current or pending litigation? | No |
| 7. | Total number of units in the project: | 496 |
| 8. | Regular association assessments are paid: Annually All units are equally assessed at: \$887.88 | |
| 9. | Are there any special assessments pending or levied within the Homeowners Association? | No |
| 10. | If special assessment exists please complete the following: Total special assessment amount per unit: \$ If scheduled payments are allowed, what is the payment amount per unit? \$ If scheduled payments are allowed, what is the frequency of these payments? | |
| 11. | Are there any condominium units located within the association (Note: This does not include the Master Association)? | No Answer |
| 12. | Are there any adverse environmental conditions affecting the entire project or individual units? | No Answer |
| 13. | Are the unit owners in control of the HOA? | Yes |
| 14. | Does the project contain multiple dwelling units that represent the security for a single mortgage? | No |
| 15. | Is the project complete? | Yes |
| 16. | Are the common areas in the project complete? | No Answer |
| 17. | Is the project a conversion of an existing building? | No |
| 18. | Are the units owned as fee simple units? | Yes |
| 19. | Are the units owned as a leasehold estate? | No |

| | |
|---------------------|---|
| 20. Total number of | 0 |
|---------------------|---|

Data Section

Project Presale Data

No presale data required.

Property Management Data

| |
|--------------------------------------|
| The Lake Linganore Association, Inc. |
| Contact: Michele Kennedy |
| 6718 Coldstream Drive |
| New Market, MD, 21774 |
| Phone Number:301-831-6400 |
| Fax Number: 301-831-3246 |

Additional Comments provided by the Property manager:

Control Center

CondoCerts.Com, P.O. Box 61390 Phoenix, Arizona 85082-1390 Phone: (800) 310-6552 Fax: (602) 636-8354

CondoCerts.Com



Lake Linganore Association, Inc.

Important Information for Eaglehead Homeowners

The Lake Linganore Association (LLA) is a homeowners association chartered on February 13, 1969, by the State of Maryland. The purpose of the LLA is to provide a quality living environment for residents of Lake Linganore.

The information below includes some of the information and benefits of being a member in the LLA.

Home Owners Association Assessments

Assessments are billed annually on March 1 of each year and run through February 28 of the following year.

“Members in good standing” are those who have paid their LLA dues in full or have set-up a payment plan.

Assessments are due by March 31. At this time all residents must be paid in full or must establish a payment plan with the LLA. A nominal interest rate will be applied to those members who wish to pay their assessment on a monthly basis.

Accounts that are more than 30 days past due are subject to a 1 percent monthly finance charge.

Monthly payment plans are not available to unimproved lot owners.

Membership Account

Settlement Information

New residents must provide a copy of a settlement sheet to the LLA staff. This information allows the LLA to begin processing your membership account to include you into the database for monthly association newsletters, as well as any future mailings and assessment information.

Membership Passes:

- All members of the Association, who are in good standing, will receive membership passes for all dependents who reside at property address and vehicle identification tags for vehicles listed on their account. Please take the time to fill out the Homeowner/Tenant Data form included in this package so that we may have the correct information on your account.

- If the vehicle's identification tag is not displayed properly from your rearview mirror with the Lake Linganore wording showing, your vehicle is subject to being towed from any Lake Linganore amenity.
- All boats that will be used in any of the lakes must have a current LLA sticker. Two stickers will be issued for each boat and must be placed on the front and backsides of the boat on opposite sides. The cost to register each boat is \$15.00.
- No boat or watercraft with a gasoline engine is permitted in the lakes.

Beaches, Parks, Trails and Other Amenities

- Lake Linganore is the largest private lake in the state of Maryland. As a lot owner in the Association, you have shared ownership in this lake as well as the three smaller lakes, Lake Anita Louise, Lake Merle and Lake Marion.
- The various beaches and parks of Lake Linganore are open year round from sun-up to dusk..
- The beaches are available for the exclusive use of the members of the community and their guests.
- Any group of 20 persons or more constitutes a party and must have prior permission of the Lake Linganore Association.
- Between May 15 - September 15, dogs are permitted on beach area only after 7:00pm. All other times, dogs are prohibited from beach area.
- There are no lifeguards at the beaches; it is swim at your own risk.
- There is no alcohol permitted at any of the amenities with the exception of Association Sanctioned Events.
- The boat racks at the beaches are rented. To place your name on the list for a rack, please contact the Association Office. DO NOT place your boat on the rack without prior approval from the Association.
- Dues include membership to all three Linganore Pools.

Villages of Lake Linganore

- The Lake Linganore at Eaglehead PUD is subdivided into fourteen (14) villages. These villages each have committees that meet periodically to discuss concerns of the residents and promote projects, and needs of village members. Included in this package is a guide to assist you as to when village committees meet and who the village chair person is.

- The villages of Lake Linganore are as follows:
 - Aspen (single family homes)
 - Audubon Condominiums
 - Audubon North (single family homes)
 - Audubon Terrace North (town homes)
 - Balmoral (single family homes)
 - Coldstream (single family homes)
 - Lake Anita Louise (single family and town homes)
 - Meadows (single family homes)
 - Nightingale (single family homes)
 - North Shore (single family and town homes)
 - Pinehurst (single family homes)
 - Summerfield (single family and town homes)
 - WestWinds (single family homes)
 - Woodridge (single family homes)



LAKE LINGANORE ASSOCIATION, INC.

General Compliance and Improvement Information

As a homeowner, you are responsible for adhering to the Lake Linganore Association (LLA) Governing Documents. These documents outline requirements for community standards and procedures for making improvements to your property.

Compliance Information

The LLA Covenants, ECC guidelines, and Rules and Regulations govern community-wide standards. Failure to adhere to these documents will result in enforcement by LLA. Unresolved violations may result in suspension of member privileges, fines, and liens against member properties. LLA staff routinely patrols the community to record violations of the governing documents.

If you receive a violation notice, please contact the LLA office at 301-831-6400, to discuss the enforcement and resolution process.

Improvement Information

The Environmental Control Committee (ECC) guidelines govern improvements to your property. Any changes affecting the exterior of your home or lot must be approved by the ECC prior to making the changes. Examples of these changes are:

Decks, Sheds, Fences, Exterior Color or Siding Change, Removal of trees more than six (6) inches in diameter, Retaining Walls, Exterior Lighting, Playsets, Patios/Hardscaping, Additions, or any other significant change to the property or house exterior. A copy of the Environmental Control Committee guidelines has been included.

Any proposed project(s) must be submitted on the approved ECC application form. These forms can be found on line at http://www.lakelinganore.org/ecc_docs.php and are also available at the LLA office. The Environmental Control Committee meets on the first and third Thursday of the month at 7:00 P.M. at the LLA office to review proposed projects.

There is a \$20.00 fee to submit an ECC Application for the above referenced projects with the exception of an addition/major project, or new home. The Addition/Major Project application fee is \$150.00, plus an additional \$5,000.00 compliance deposit and 1% impact fee. New Home Construction fee is \$500.00 plus an additional \$5,000.00 compliance deposit and 1.25% impact fee. Please contact the LLA office for a Builders Packet if you are proposing a new home or an addition/major project to an existing home.

If you're unsure of a change that you would like to make and it would require ECC approval, contact the ECC Administrator at 301-831-6400, extension 19.



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LLA Covenants Compliance 101

Living in a home or owning property within a planned development comes with certain responsibilities. Among those are adhering to the covenants and rules established by the Association. These covenants and rules were created to maintain a community-wide quality of life and to protect the homeowner's and association property.

The Association receives calls and letters on a daily basis from concerned residents who report activity or conditions that are in violation of the covenants. In addition, the staff routinely monitors and reports violations to the LLA Compliance Specialist. The Compliance Specialist is tasked with observing violations and receiving, monitoring, enforcement, and tracking progress on all violations.

So, what do you need to know to be in compliance?

Basically, the LLA Covenants, Rules and Regulations, and ECC Guidelines spell out the requirements for maintaining your property and the standards for using LLA property and amenities. These documents are readily available in resale packages for homebuyers, on the LLA website (www.lakelinganore.org) and at the LLA office. Also, you may contact LLA at 301.831.6400 to inquire about specific covenants and/or rules.

The most common covenant violations are:

Unkempt Yards – Residents are responsible for the maintenance, mowing, landscaping and general appearance of their property. This also includes keeping toys, lawn furniture and other related items stored in a neat manner.

Boats, Trailers, or Automobiles on Homeowners Property or LLA Roads – Boats must be properly screened from view in accordance with LLA Covenants. Trailers must be stored in a garage and automobiles must carry a current registration and be in working condition. Junked or “project” cars must be stored in a garage.

Service Yard – Residents are required to keep a service yard that is screened from view to store lawnmowers, trashcans, lawn tools and other related items.

Tree Removal – Removal of trees on residents property, whether living or dead, requires permission from the Association if the tree measures 6” or greater at 1 foot above grade. This gives the Association a record of trees that are removed or replaced.

Animal Control – All pets are to be supervised by their owners. Pet owners are responsible for cleaning up after their pets and ensuring that the pets are not a nuisance.

Motorized Vehicles – With the exception of golf carts, which are permitted in a limited manner, motorized vehicles such as dirt bikes, dune buggies, go carts, 3 and 4 wheel ATV's, mini-motorcycles and all related vehicles that are not licensed by the State of Maryland are prohibited from use on LLA roads and residents property. In general, if it's not allowed to be operated on Boyers Mill Road, it is prohibited from use on LLA roads or residents property.

Unauthorized Dumping – Residents are responsible for disposing of lawn trimmings, tree limbs, landscaping debris and personal trash in a proper manner. Dumping these types of items on back roads, empty lots, or any other area of the community is not allowed.

Unresolved violations may lead to removal of vehicles or items in violation, liens against property, or the Association taking necessary corrective action (mowing lawns, removing trash, debris, etc.). If the Association has to correct the problem, all related expenses are the sole responsibility of the property owner.

Do your part to help keep the Lake Linganore at Eaglehead community beautiful!

By understanding and following the covenants and rules, you can improve the overall appearance and safety of our community. This achieves several things including improving property values, increasing safety, and making the community more enjoyable for residents and visitors alike.

Points of Interest in Eaglehead

Brosius Dam/Brosius Rock

Water cascaded over the top of the Brosius Dam on June 3, 1972, the same year it received two honor awards, one for environmental excellence in architecture and engineering, and the second for engineering excellence from the Consulting Engineers Council/USA. ... a 600-foot long rock-and-earth-fill dam impounds a 204-acre body of water known as Lake Linganore, named for the larger of the two creeks that feed the lake. Brosius Rock, the boulder located at the corner entrance to the earthen dam, has a carved inscription that dedicates the dam—the Brosius Dam—to J. William Brosius, the father of Eaglehead's original developers. Incorporated into the design of the Brosius Dam are 11 fountains along the northern wing of the dam area.

Eaglehead Lakes/Beaches

Lake Linganore is the largest of the four community lakes (seven were originally envisioned) and it has 13 ½ miles of shoreline. Beaches along the lake are provided in the villages of Nightingale and Coldstream. Boat racks can be leased annually at Coldstream Beach, Nightingale Beach and near the village of Aspen. **Lake Merle** is the second largest of the four community lakes and also has a small beach area on its eastern end. The remaining two lakes are **Lake Anita Louise**, located in the village of Pinehurst, and **Lake Marion**, the smallest of the four lakes, is located near the entrance to Woodridge. A Maryland fishing license is required for anyone fishing in Eaglehead lakes.

The Esplanade

This half-mile long concrete structure is suspended 12-feet above the water along the steep northern shoreline of Lake Linganore. It was originally built as a part of the Eaglehead sewer system, though it no longer is, and was designed to minimize environmental impact and preserve the trees and the sloping northern shoreline of Lake Linganore. The design incorporated a walkway on top of the structure, which made it a unique part of the community's trail system. Four other shorter esplanade sections were built along the lake where sewer lines needed to be installed but creeks and other aspects of the natural setting needed to be preserved.

Native Plant Gardens

Located next to the Lake Linganore Association office building, these gardens were planted by residents with grants provided by the Maryland Landscapes 2000 program. The gardens were developed to showcase various native plants and to promote native plant landscaping as a means of saving water and preserving the area's natural plants. The three types of gardens featured are: the Water Conservation Garden, the Suburban Garden, and the Natural Garden.

Indian Cave/Boyer's Mill Rock Shelter

Probably one of the most picturesque spots in the community, the land is actually privately owned, and though residents use the area as a park it is not officially a part of the LLA amenities. The "cave" is really a spectacular rock overhang whose archeological history indicates that it was once a short-term camping site for hunting and trading parties. Relics have been found there, some of them dating back to 4,000 B.C. Gaining access to "Indian Cave" can be done off from several points within the village of Meadows. A set of stairs off of Glen Lane provides one access point.

Ben's Branch Bridge

The 70-foot long bridge, a part of Eaglehead's trail system that connects the villages of Pinehurst and Westwinds, was given to the LLA by Frederick County. The steel structure was originally installed in the early 1900s in the western section of Frederick County on Harmony Road. When the bridge was condemned to vehicular traffic, Frederick County salvaged it as a part of its historic bridge program. The structure was restored and reconstructed by LLA maintenance staff from 2003 to 2004.

FREQUENTLY CALLED NUMBERS

Frederick County Office of Economic Development

www.discoverfrederickmd.com

301.600.1058; 800.248.2296;

301.600.1672 (TDD)

Fax: 301.600.2340

Frederick City Economic Development Dept.

301.600.6360

Fax: 301.600.6363

www.cityoffrederick.com

Frederick County Business and Employment Center

www.frederickworks.com

301.600.2255

Frederick County Public Libraries Business Resource Center

C.Burr Artz Library;

www.fcpl.org/information/brc

301.600.1630

Frederick County Chamber of Commerce

www.frederickchamber.org

301.662.4164

Fax: 301.846.4427

Frederick Community College Business Services

www.frederick.edu/html/business_services/

[welcomepage/](#); Conference Center: 301.846.2420

Facility Rental: 301.846.2671

Customized Training: 301.846.2406

Catering: 301.846.2466

County Government

www.co.frederick.md.us

301.600.9000

County Commissioners

www.co.frederick.md.us/bocc

301.600.1100

Permits & Inspections Dept:

www.co.frederick.md.us/planning/

301.600.2313

Planning & Zoning

www.co.frederick.md/planning

301.694.1138

FREQUENTLY CALLED NUMBERS

Animal Control Center

301.600.1546

301.600.1544

Assessment

301.815.5350

Frederick County Public Schools

301.644.5000

Citizen Services

301.600.1063

Citizens Nursing Home

301.600.6000

Public Library

301.600.1630

Commission for Women

301.600.1066

County Commissioners

301.600-1100

Department of Aging

301.600.1605

Detention Center

301.600.2550

Office of Economic Development

300.600.1058

800.248.2296

Family Partnership

300.600.2206

Fire Marshall

301.600.1479

Health Services Information

301.600.1029

Job Training Agency

301.600.2255

Office of Children and Families

301.600.3533

Recycling

301.600.2960

Register of Wills

301.600.6565

Scott Key Center

301.600.1600

Department of Social Services

301.600.4555

Substance Abuse Center

301.600.1775

Tourism Council

301.600.2888

Transit

301.600.2065

C. Burr Artz Library

301.600.1630

Fire, Ambulance, Frederick Police

EMERGENCY 911

Frederick County Recreation

301.600.1646

Human Relations

301.600.1109

Human Resources

301.600.1070

Landfill

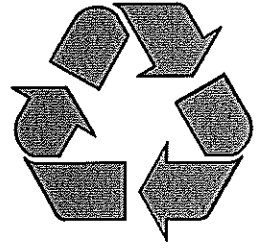
301.600.1848

Purchasing

301.600.1047



Trash and Recycling Information



Trash

Company: Ecology (Trash) Services

Household Waste Collection Days: Tuesday – Trash must be placed curbside bagged and in garbage cans. Trash bags cannot weigh over 50 lbs. Residents are responsible for disposal of any bulk items. You can contact the Frederick County Landfill (listed below) for information or visit their website for bulk item disposal information.

Yard waste pickup: Wednesday (April-November) – Yard waste must be in paper bags or in an open trash can. Sod or dirt is not accepted. Please make sure bags or cans only contain yard waste, or they will not be picked up.

Summerfield Dumpster Days: Tuesday and Saturday

ECOLOGY SERVICES DOES NOT OFFER BULK TRASH PICK UP. THE LLA OFFICE SCHEDULES A CHRISTMAS TREE PICKUP IN JANUARY AND A BULK TRASH PICK UP IN MID-JULY. INFORMATION WILL BE IN LAKETALK PRIOR TO PICKUPS.

Reich's Ford Landfill- Frederick County
9031 Reich's Ford Road
301.600.1848
www.co.frederick.md.us

Recycling

Company: Frederick County Recycling

301.600.2960 (to request a bin)

Collection Day: Every other Wednesday, starting on January 29, 2009.

Recyclables must be placed in approved container per Frederick County Office of Recycling. Any questions, please call Frederick County Recycling.



Lake Linganore Association, Inc.

Homeowner/Tenant Data Sheet (Confidential Information For LLA Use Only)

Property Type: Single Family House Town Home Condominium Vacant Lot

Property Owner Name: _____

Property Address: _____

Property Owner Information

Mailing Address: _____

Home Telephone: _____ Work Telephone: _____

E-Mail Address: _____

LLA Membership Access for residents/property owners/immediate family residing at owner's home

Property Owner Family Members

Tenant Family Members (See below)*

| First Name | Last Name | Relationship | Birthdate if Under Age Of 18 00/00/0000 |
|------------|-----------|--------------|--|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

Should you require additional space, please attach a printed list with your name and address along with the additional information.

**Per the Covenants, Members in Good Standing who rent their property to Tenants have the option of transferring their full membership privileges to the tenants or retain the membership privileges. If the Members in Good Standing retains the membership privileges, the Tenants would qualify to apply for and purchase the LLA Amenities Pass for \$250.00 per person or \$500.00 for a family of up to 5 people (this does not include parking permits) under the Amenities Pass. *Owner would need to sign below to transfer membership privileges to Tenant which does include parking permits.*

*

Vehicle Parking Permit Information For Residents /Property Owners/Immediate Family Members only (Required to Access Beaches, Dams, Indian Cave, Lake Merle Entrance, Pool Parking Lots)

| Year | Make | Model | Color | License Plate (Required) |
|------|------|-------|-------|-----------------------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |

Note: Membership Vehicle Permits Must Be Hung from Rearview Mirror to Be Valid

Boat Information: Please include \$15 per boat permit /\$15 per trailer permit /\$50 per Boat Rack**

| Boat and/or Trailer Description | State of MD Boat# | Boat Rack Location & # | Dock Y or N | Portable BB Hoops Y or N | Sticker Number For Office Use Only |
|---------------------------------|-------------------|------------------------|-------------|--------------------------|---------------------------------------|
| | | | | | |
| | | | | | |

**If you currently lease a boat rack, you do need to complete a new contract each year. Please contact the Association Office.



"PAWS" for Waste Pickup

**Keep our community
free of pet waste debris**

Attention All Residents:

- ✘ Pet waste stations are conveniently located on our property for the courtesy of all LLA residents to enjoy a cleaner, healthier environment.
- ✘ Each pet waste station provides bags for all pet owners to pick up after their pets.
- ✘ Please remember cleaning up pet waste is the responsibility of the pet owner.
- ✘ Use the bags provided for your convenience and to keep our community clean.
- ✘ If you notice a pet waste station out of bags, please contact the LLA office and let us know.

Thanks
The LLA Office

P.S. Keep in mind, pet waste transmits disease and it's the law to clean up after your pet.



**LAKE LINGANORE ASSOCIATION, INC.
POOL HOURS**

COLDSTREAM

Pool Hours: 11:00 A.M. to 8:30 P.M.

CLOSED TUESDAY

Pool Pay Phone: 301-865-2847

PLEASE DO NOT CALL THE LLA OFFICE

SUMMERFIELD

Pool Hours: 11:00 A.M. to 8:30 P.M.

CLOSED MONDAY

Pool Pay Phone: 301-865-2859

WESTWINDS

Pool Hours: 11:00 A.M. to 8:30 P.M.

CLOSED WEDNESDAY

Pool Pay Phone: 301-865-2915

PLEASE NOTE:

**DURING THE SCHOOLYEAR, ALL POOLS
DO NOT OPEN UNTIL 3:00PM.**



LAKE LINGANORE ASSOCIATION, INC.

Directions to LLA Pools

Coldstream

From Frederick -

Proceed west on Rt 144

Turn left onto Boyer's Mill Road

Follow Boyer's Mill Road approximately 4.5 miles

Turn left at the first road after the bridge at Lake Linganore onto

Eaglehead Drive

Make the second left onto Coldstream Drive

Make the first right into the Coldstream Pool Parking Lot

Walk to pool

From New Market -

Proceed east on Rt. 144

Turn right onto Boyer's Mill Road

Follow the above directions from Boyer's Mill Road

Summerfield

Follow the directions above to Boyer's Mill Road

Follow Boyer's Mill Road approximately 2 miles

Turn left onto Finn Drive

At the second stop sign, Sawyer Road, turn right

Make the first right into the pool parking lot

WestWinds

Follow Boyer's Mill Road to 4 Way Stop Sign @ Gas House Pike

Turn right onto Gas House Pike

Turn right onto SanAndrew Drive

The pool will be on your left beside the tennis courts

Lake Linganore Association, Inc. Bylaws
revised October 12, 2010

ARTICLE I: DEFINITIONS

Section 1. Ordinary Meanings When Not Defined Herein

Words which are not defined in the Covenants or herein shall have the ordinary meaning as defined in Webster's New International Dictionary, Unabridged, or where appropriate as defined in laws of the State of Maryland.

Section 2. Definitions and References to Covenants

All words and phrases herein which are defined in Article II of the Covenants shall have the same meaning as in the Covenants, except as modified in the following:

- Board: The Board of Directors elected by the Members, including appointments thereto under provisions of the Covenants and Bylaws.
- Charter: "The Articles of Incorporation of Lake Linganore Association" as recorded on February 13, 1969, Liber 20, Page 323.
- Common Properties: Those areas of land, buildings thereon, and streets not dedicated to and accepted by Frederick County shown on any recorded subdivision Plat within the Planned Unit Development known as Lake Linganore at Eaglehead and intended to be devoted to the common use and enjoyment of the owners of the existing development and so designated on the recorded Plats, including those designated areas to be "administered and maintained" by the Association, but excluding those identified as "outlots", "reserved", "Parcel C", "not included" or "reserved for future development".
- Covenants: The Declaration of Conditions, Covenants, Restrictions, Easements and Charges Affecting the Real Property Known as Lake Linganore at Eaglehead as recorded in the land records of Frederick County from time to time with variations in title and content, but all of which have in common a requirement that Owners as defined therein be Members of the Association.
- Developer: Persons, companies, or corporations subdividing undeveloped land into Lots, installing streets, utilities and other facilities, and selling Lots or undeveloped land.
- Development: The Development as referred to herein shall have the meaning given in Article I, Section I, of the Covenants, expanded, nevertheless to include all Plats recorded heretofore and to be recorded hereafter which are made subject to the Covenants which establish Common Properties to be owned, administered or maintained by the Association which require Owners to be Members of the Association.

- **General Manager:** The person who is highest ranking, full-time paid executive, appointed by the Board of Directors, given the responsibility for carrying out policies, rules, and procedures of the Association as set forth in the Charter, Covenants, and Bylaws and as directed by the Board.

- **Living Unit:** Any portion of a building situated in the Development designed and intended for use and occupancy as a residence by a single family, person or household, and separated from all other Living Units by solid floors without direct connection via stairways to other Living Units above or below; or by walls without openings, commonly called party walls; or by open space from the ground to the sky. To qualify as a Living Unit the enclosed space must contain a complete kitchen, bath, sleeping quarters and access to the outside without passing through any other part of any other Living Unit. Residential spaces within houses or accessory buildings on a Lot in the areas in the Development designated for single family homes shall not qualify as Living Units for purposes of membership under Article III, Section 1, of the Covenants. Condominium units within projects designed as rental apartments do qualify as Living Units under this section.

- **Lot:** Any plot of land identified as a discrete unit lot land within any subdivision Plat map of the Development recorded in the land records of the Circuit Court of Frederick County, Maryland with the exception of Common Properties as hereto defined.

- **Member in Good Standing:** An Owner who has paid, or is current with an approved payment plan for the annual and special assessments due the Association as provided in Article V of the Covenants, on all Lots and Living Units owned by the Member; that not more than twenty-five (25) dollars due the Association for delinquency charges and goods and services are in excess of thirty (30) days past due; and is not in violation of any requirement in Articles VI and VII of the Covenants.

- **Multifamily Structure:** Any building containing two or more Living Units on a Lot. It shall not include servants' quarters in a residence.

- **Plat:** Any map of subdivision of land within the Development which is recorded in the Plat records of the Circuit Court of Frederick County, Maryland.

- **Village:** A geographical area, part of Lake Linganore at Eaglehead Planned Unit Development, distinguishing from other areas by geographical features, and focus on a Village center or other unique feature, and containing a variety of housing types, densities and sizes.

ARTICLE II: MEMBERS

Section 1. Location of Members Meetings

All meetings of Members shall be held at the principal office of the Association in the State of Maryland or as may otherwise be designated by the Board of Directors, provided notice of the location is duly set forth in the notice of such membership meetings.

Section 2. Annual Meeting of Members

The annual meeting of the Members for the purpose of election of Directors and for the transaction of such other business may be brought before the meeting shall be held on the first Saturday of the month of May or at such other date as may be adopted by the Board of Directors. Any business of the Association may be transacted at an annual meeting without being specially designated in the notice, except such business as is specifically required by statute or by the Charter and the Covenants to be stated in the notice. Failure to hold an annual meeting at the designated time shall not, however, invalidate the corporate existence or affect otherwise valid corporate laws.

Section 3. Special Meeting

Special meetings of the Members may be called by the President, by a majority of the Board of Directors, or by written request of twenty (20) percent of the Members as provided by laws of the State of Maryland.

Section 4. Notice of Meetings

It shall be the duty of the Secretary at least fourteen (14) days prior to the date of every membership meeting to give each Member entitled to vote at such meeting -- by mail, by presentation in person, or by leaving at the Member's residence or usual place of business -- written or printed notice stating the time and place of the meeting and, in case of a special meeting, the purposes or purpose for which the meeting is called. If mailed, such notice shall be deemed to be given when deposited in the United States Mail addressed to the Member at his post office address as it appears in the records of the Association, with first-class postage thereon prepaid.

Section 5. Quorum

Any meeting of Members for which a quorum is not specified by the Declaration of Covenants or Articles of Incorporation the presence in person or by proxy of members entitle to cast twenty (20) percent of the votes thereat shall constitute a quorum.

In establishing a quorum for the holding of the meeting, if the number of Members present is insufficient, another meeting may be called as authorized by the Annotate Code of Maryland, Corporate and Association Article, Section 5-206. By a majority vote, the Members present, either in person or by proxy, may call for an additional meeting by giving fifteen (15) days notice of the time, place and purpose of the additional meeting. That notice will be published in the major newspaper that will be published daily and widely distributed in Frederick County. At the additional meeting, the Members present, either in person or by proxy, shall constitute a quorum and may approve or authorize the proposed action or any other action which could have been taken at the original meeting, if a sufficient number of members had been present.

Section 6. Chairman

The President of the Association or, in his/her absence, the Vice-President, shall call meetings of the Members to order and shall act as chairman of such meeting. In the absence of both the President and Vice-President, a chairman shall be chosen by the Members present.

Section 7. Secretary

The Secretary of the Association shall act as secretary at all meetings of the Members, but in the absence of the Secretary from the meeting of the Members, the presiding officer may appoint a person to act as secretary of the meeting.

Section 8. Voting

Members as defined in the Articles of Incorporation shall be entitled to one vote for each Lot in which they hold the interest required for membership. A Member may appoint any other member or a designated proxy holder as his/her proxy. An official proxy issued by the Lake Linganore Association, Inc. Board of Directors must be in writing and be filed with the Secretary of the Association before the appointed time of each designated meeting. As an alternative to the official proxy, a proxy in writing in a form meeting the requirements of the laws of the State of Maryland and filed more than three (3) days prior to the membership meeting shall be acceptable provided it contains as a minimum:

- Name and signature of the Member giving the proxy, who shall be that person designated to vote on behalf of multiple owners, if any, of the Lot(s) or Living Unit(s);
- Identification of the Lot(s) or Living Unit(s) for which the proxy is given;
- Name of the person to whom the proxy is given;
- The limits, if any, of the matters on which the proxy holder is authorized to act or a statement that the proxy holder is authorized to act on all matters
- Termination date of the proxy or a statement that shall run until revoked in writing or until death of the Member;
- Date the proxy is given; and
- Notarized signature of the Member.

In the case of a corporate Member; the vote may be cast by the President or Vice-President of the corporation or such other officers as may be designated in writing by the President or a Vice-President of the corporation.

Section 9. Informal Action by Members

Any action required or permitted to be taken at any meeting of the Members must be taken without a meeting, if a consent in writing, setting forth such action, is signed by all the Members entitled to vote on the subject matter thereof and any other Members entitled to notice of a meeting of Members, but not to vote thereat, have waived in writing any right which they may have to dissent from such action, and such consent and waiver are filed with the records of the Association.

Section 10. Members in Good Standing

Members in Good Standing have the right to use all the amenities and facilities to receive all services of the Association accorded to all Members without discrimination, provided the rules and regulations applicable to all Members are followed.

Members not in Good Standing and persons in their household and their guests may be denied the use and enjoyment of any or all facilities and amenities of the Association with the exception

of roads, as may be set forth as policy adopted by the Board, subject to Section 12 of this Article. Upon restoration of Good Standing, these denials shall be removed forthwith.

Section 11. Infractions of Covenants

Members and persons in their households and their guests may be denied privileges or services and the use of Common Properties, amenities and facilities for infractions of the Covenants, rules, and procedures in accordance with uniform policies established by the Board.

Section 12. Member Rights and Privileges

Member rights as set forth in the Charter and Covenants may not and are not, by these Bylaws or otherwise abridged or amended in any way. There shall be no abridgment of any Member's right to vote on any matter in any election for any reason.

ARTICLE III: BOARD OF DIRECTORS

Section 1. Management

The business, property and affairs of the Association shall be managed and controlled by the Board of Directors, who shall at reasonable times, have access to the books of the Association.

Section 2. Number of Directors

The number of Directors shall be seven (7), but the number of Directors from time to time may be increased to a number not to exceed nine (9) or decreased to a number not less than three (3) by a vote of a majority of the Members at an annual or special meeting at which a quorum is present, and at that meeting the Members may elect the additional Directors by the same procedures and rules as stated in the Charter and Covenants for the election of Directors at a special meeting.

Those elected at a meeting of Members to fill unexpired terms caused by death, resignation, or removal of Directors shall serve for the remainder of the term in office of the replaced Directors. Those elected under the provisions of this paragraph may hold office for not more than two (2) consecutive terms, one term of which shall be that remaining part for which they replaced another director.

Section 3. Election of Directors and Terms of Office

a) At each annual meeting of Members shall elect Directors. All Directors shall serve for terms of two (2) years, except that terms of office shall be established to provide that half the Board of Directors shall be elected each year and the other half the succeeding year. If the number of Directors being replaced upsets this balance, terms of office of those newly elected will be determined by designating those Directors receiving the least number of votes as each having a one-year term. A Director may resign at any time.

Candidates who run for election to the Board of Directors MUST submit the following:

- Name

- Address
- Lot number(s) owned

Candidates may submit, at their own option, the following:

- Occupation
- Occupational history
- Education
- A brief statement why the candidate is interested in serving

Candidates may also be asked to answer additional specific questions concerning issues which the Association is or may be facing. These questions, if any, will be provided by the current Election Committee and published at least ninety (90) days before the date of the annual meeting. To become a candidate for election to the Board of Directors, a Member must submit the required information listed above (name, address and lot number owned) to the board of Directors at least sixty (60) calendar days prior to the date of the annual meeting. This information, along with any optional information provided from the list above, will be published by the Association and distributed to all Members at least twenty (20) calendar days prior to the date of the annual meeting. Members who fail to submit the required information at least sixty (60) days prior to the annual meeting will not be considered candidates for election to the Board of Directors and will not be entitled to have their information published or distributed by the Association.

b) All candidates for the Board of Directors Shall meet the following requirements:

i) A candidate must be a Member in Good Standing with the Association, as defined in these Bylaws;

ii) A Current employee of the Association or a spouse of such current employee may not be a candidate for or a member of the Board of Directors;

iii) Spouses or members of the same family or different representatives of the same owner may not simultaneously serve on the Board of Directors.

iv) No person may serve more than two (2) consecutive elected terms on the Board of Directors.

c) For the purpose of this limitation on the length of consecutive service a partial term shall be counted as a full term, whether the Director is elected or appointed, unless the Director resigns or is removed within thirty (30) days after being elected or appointed, in which event this period of up to thirty (30) days will not be counted as a term. After having served two consecutive terms as defined above, a person may not stand in nomination for election as Director for a period of two (2) years following the term last served, nor shall that person be eligible for appointment to fill a vacancy on the Board; provided, however, that after remaining off the Board for two (2) or more years, the member may stand in nomination for election for another term as Director and will be eligible for appointment under Article II, Section 5.

Any member of the Board who fails to maintain, for more than sixty (60) days, the status of a Member in Good Standing will be removed from the Board. Any Director who fails to attend, without good cause as approved by the Board, seventy-five (75) percent or more of the Board meetings held during a six-month period may be removed from the Board of Directors after written notification by the Board.

d) Any member of the Board who violated Article 14 of the Articles of Incorporation of Lake Linganore Association, Inc. by participating in any fashion in an issue which would benefit private interest, shall, upon discovery of such participation, be subject to immediate removal from the Board by the affirmative vote of a majority of the remaining members of the Board.

Section 4. Removal

Any meeting of Members, duly called at which a quorum is present, the Members may, by the affirmative vote of the holders of a majority of the votes entitled to be cast thereon, remove any Director or Directors from office and, at the same meeting, may elect a successor or successors to fill any resulting vacancy for the unexpired terms of removed Directors.

Section 5. Vacancies

In the case of any vacancy in the Directors through death, resignation, disqualification or any cause, the remaining Directors will promptly, by United States Mail, or by publication in a newsletter distributed to all Members, notify the membership of the vacancy. Nominees for appointment to fill the vacancy will be given thirty (30) days from the date of the notice to submit their qualifications as outlined in Article II, Section 3. Appointments to fill vacancies on the Board of Directors will be by affirmative vote of the majority of the remaining Directors from the applications received. Appointments may not be for a period of more than twelve (12) months. If a vacancy occurs in a Director's first year, the second year of the vacated term will be subject to election at the annual meeting following the occurrence of the vacancy. The terms of all appointed Directors shall expire at the annual meeting.

Section 6. Place of Meeting

The Directors shall hold their meetings in Frederick County, Maryland and may have one or more offices in Lake Linganore at Eaglehead, Frederick County, Maryland as the Board from time to time may determine.

Section 7. Regular Meeting

After each meeting of the Members at which a Board of Directors shall have been elected, the Board of Directors so elected shall meet as soon as practicable for the purpose of organization and the transaction of other business, at such time as may be designated by the Members at such meeting; and in the event that no other time is designated by the Members, the Board of Directors shall meet the hour following the close of such Members meeting on the day of such meeting, such meeting to be held at such place within Frederick County, Maryland as may be designated by the Members, or in default of such designation, at such places within Frederick County, Maryland as may be designated by the Board of Directors. No notice shall be required for any such meeting of the Board other than as hereinabove provided. Other regular meetings of the Board of Directors shall be held at least once monthly on such dates and at such places as

may be designated from time to time by the Board of Directors. All meetings shall be open to all Members except as provided under the laws of the State of Maryland.

All meetings of the Board of Directors and of Members shall be announced on the Association telephone information line or in the newsletter published by the Association, provided, however, that this notice may be waived in emergency situations. The Members shall be informed by publication in the next succeeding newsletter, which shall be mailed to all Members after such emergency or special meeting, of the results of the meeting, its purpose, and the reason for it being held on an emergency basis.

Section 8. Special Meetings

Special meetings of the Board of Directors shall be held whenever called by the Directors or President or at the request of any two Directors for the time being in office.

Section 9. Notice

The Secretary shall give notice of each special or emergency meeting of the Board of Directors by mailing the notice at least three (3) days before the meeting or by telephone, electronic mail, or facsimile notice to each of the Directors at least three (3) days before the meeting. Unless otherwise indicated in the notice thereof, any and all business may be transacted at a special meeting. At any meeting at which every Director shall be present, even though without any notice, any business may be transacted.

Section 10. Quorum

A majority of the Directors shall constitute a quorum for the transaction of business but if at any meeting of the Board there be less than a quorum present, a majority of those present may adjourn the meeting from time to time.

Section 11. Order of Business

At any meeting of the Board of Directors, business shall be transacted in such order as the Board of Directors may from time to time determine.

Section 12. Election of Officers

At the first meeting of the Board of Directors in each year, as soon as possible after the annual meeting at which Directors are elected by the Members, the Board of Directors, with a quorum of Directors present, shall elect a President, Vice-President, Secretary and Treasurer.

Section 13. Directors Holding Over

Failure of the Members to elect Directors to replace those whose terms have expired, or to fill vacancies on the Board, shall not cause the Board to cease functioning. The existing Board of Directors holding over shall continue in office with the full authority to manage the business and affairs of the Association until such time as a new Board of Directors is elected.

Section 14. Informal Action by Directors

Any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken by means of a conference telephone call without Directors physically convening if a written consent to such action is signed by all members of the Board or

of such committee, as the case may be, and such written consent is filed with the minutes or proceedings of the Board or committee.

Section 15. Business Conducted

The business of the Association shall be conducted by the Board of Directors; provided, however, that the President of the Association may appoint committees to assist the Board of Directors, but committee findings and actions shall have no effect unless ratified by the Board of Directors in an open meeting.

Section 16. Complaints

The Board of Directors shall direct the management to handle all complaints and assist in the settlement of complaints; provided, however, that no complaint shall be valid or acted upon unless in writing and signed by the complainant.

ARTICLE IV: OFFICERS

Section 1. Executive Officers

The executive officers of the corporation shall be President, Vice Presidents, Secretary and Treasurer, all of whom shall be elected by the Board of Directors and serve for one year and until their successors are elected.

Section 2. Other Officers

The Board of Directors may elect or appoint such other officers as they may deem necessary, who shall have the authority and shall perform such duties as from time to time may be prescribed by the Board of Directors.

Section 3. Number of Offices Held by One Person

Any two or more offices, except those of President and Vice-President, may be held by the same person but no person shall execute, acknowledge or verify any instrument in more than one capacity if such instrument is required by law, the Articles of Incorporation or by these Bylaws to be executed, acknowledged or verified by two or more officers.

Section 4. Vacancies

The Board of Directors may fill a vacancy occurring in any office.

Section 5. Removal of Officers

Any officer or agent may be removed by the Board of Directors whenever, in its judgment, the best interests of the Association will be served thereby, but such removal shall be without prejudice to the contractual rights, if any, of the person removed.

Section 6. Powers and Duties of the President

The President shall preside at all meetings of the Members and of the Board of Directors. He/She shall be the Chief Executive Officer of the Association and shall have the general

direction of the affairs of the Association and of the other officers thereof and shall do and perform such other duties as from time to time may be assigned by the Board of Directors. The President may, on his/her sole initiative, call a special meeting as provided in Article I, Section 3.

Section 7. Powers and Duties of the Vice-President

The Vice-President shall have the powers and duties of the President in the absence of the President, and in addition shall have such powers and perform such duties as may be assigned to him by the President or Board of Directors. Other Vice-Presidents, if any, shall have such powers and perform such duties as may be assigned to them by the President or by the Board or Directors

Section 8. Powers and Duties of the Secretary

The Secretary shall keep the minutes of all meetings of the Board of Directors in books provided for that purpose; shall attend to the giving and serving of all notices of the Association; shall have charge of the minutes books and such other books and papers as the Board of Directors may direct; shall execute such documents as may require the signature of the Secretary; and shall call meetings and perform other duties prescribed in the Bylaws and the laws of the State of Maryland.

Section 9. Powers and Duties of the Treasurer

The Treasurer has the authority to oversee the custody of all funds and securities of the Association; will serve as sponsor of the Budget and Finance Committee and will work with the General Manager/Controller of the Association on financial matters and general fiscal status of the Association.

The Board of Directors will hold ultimate authority over all financial matters.

Section 10. Bonding of the Treasurer

The Treasurer shall be bonded and shall provide a financial report at each regular meeting of the Board of Directors and of the membership at least annually.

Section 11. Duties and Powers of the Board of Directors

Without prejudice to the general powers of the Board of Directors set forth in Article X of the Declaration of Conditions, Covenants, Restrictions, Easements and Charges Affecting the Real Property Known as Lake Linganore at Eaglehead, the Directors shall have the power:

- a) To exercise all powers vested in the Board under the Declarations names above and the Bylaws; to make and enforce Rules, Regulations and Guidelines necessary for conducting the affairs of the Association, which include the rules of any committee and to comply with the laws of the State of Maryland, and those of Frederick County, Maryland as they pertain to and affect the Association.

- b) To appoint and remove all officers of the Association, the Development Manager of the Association, if any, and other Association employees; prescribe any powers and duties for such persons that are consistent with law, the Covenants and these Bylaws; and to establish their compensation.

c) To appoint such agents and employ such other employees, including attorneys, property management personnel and accountants; as it sees fit to assist in the operation of the Association and to fix their duties and establish their compensation.

(d) To adopt and establish rules, regulations and guidelines (specifically including ECC Guidelines) governing Owners, Members, tenants and guests, as to the following:

- a. The use of the common areas, common facilities, amenities and the private roads of the Association and the conduct of the Owners, Members, tenants and their guests thereon. Such rules, regulations and guidelines may contain reasonable variations and distinctions as between Owners and tenants and as between Members in Good Standing and those not in Good Standing.
- b. The design, construction, maintenance, repair and architectural control of the lots and the improvements thereon (specifically including, but not limited to, excavation, landscaping and grading and drainage), all in accordance with and as anticipated by Articles VI, VII, VIII and IX of the Declaration.
 - i. Such rules and regulations and guidelines governing architectural control may authorize the ECC or the Board of Directors, as applicable, to require a deposit to be made by or on behalf of an Owner that submits application for approval of new construction, excavation and grading, and/or the construction of an addition, alteration or improvement to a lot to protect against damages that may be caused to the common areas and facilities owned by the Association and/or to protect against the unauthorized removal of trees and to utilize such deposit to take necessary corrective action after reasonable notice and opportunity to be heard (except in the event of a bona fide emergency in which case action may be immediate) in the event of such damages or unauthorized tree removal.
 - ii. The ECC or the Board of Directors, as applicable, shall be further authorized to require an Owner and/or his contractor to execute a contract regarding such deposit and addressing any required conditions consistent with the design, construction, maintenance, repair and architectural control guidelines.
 - iii. The ECC or the Board of Directors, as applicable, may adopt guidelines related to and charge extension fees payable by an Owner for requested extensions to the one year construction limitation provided in Article VII, Section 1 of the Declaration.

- iv. The ECC or the Board of Directors or such other designated committee, as applicable, or its designated committee shall be authorized to charge reasonable road maintenance impact fees for Owners as a condition of approval of a new construction or modification application to protect the private roads of the Association and to adopt rules, regulations and guidelines to implement the same.
- c. Enforcement procedures for enforcement of the Declaration, these Bylaws and rules, regulations and guidelines adopted pursuant to this provision. Such rules and regulations regarding enforcement shall prescribe applicable procedures and possible penalties and remedies for non-compliance and/or violations. Such rules and regulations may provide for any or all of the following:
- i. The ECC or the Board of Directors, as applicable, shall be authorized, after reasonable notice, to impose charges upon an Owner for damages that may be caused to the Association's common property as a result of development, construction or modification performed to a Lot over and above deposits and such charges shall be collectible in the same manner as an assessment as provided in Article V of the Declaration.
 - ii. The Board of Directors, or its designated committee, as applicable, shall be authorized to enter a lot and take necessary action to correct maintenance violations as outlined in Article VII of the Declaration and the rules and regulations regarding the same adopted as provided herein, after reasonable notice and opportunity to be heard (except in the event of a bona fide emergency, in which case action may be immediate) and to charge the Owner for such corrective action and collect the same in the same manner as an assessment as provided in Article V of the Declaration.
 - iii. The Board of Directors, or its designated committee, as applicable, shall be authorized, after reasonable notice and opportunity for hearing, to impose monetary penalties for violations of the Declaration, these Bylaws and rules, regulations and guidelines adopted pursuant to this provision, and to collect the same in the same manner as an assessment as provided in Article V of the Declaration.
 - iv. The Board of Directors, or its designated committee, as applicable, shall be authorized, after reasonable notice and opportunity for hearing, to suspend rights to use the common areas, facilities and amenities of the Association for a period up

to 90 days as outlined in Article IV of the Declaration, for violations of the Declaration, these Bylaws and rules, regulations and guidelines adopted pursuant to this provision.

- v. The Board of Directors shall be authorized to initiate legal action to enforce the Declaration, these Bylaws and rules, regulations and guidelines adopted pursuant to this provision, as outlined in Article X of the Declaration. In the event of such legal action, the prevailing party shall be entitled to the recovery of costs and legal fees incurred.

e) To contract for and pay premiums for fire, casualty, liability and other insurance and bonds, including indemnity bonds, which may be required from time to time for the protection and benefit of the Association.

f) To contract and pay for management fees, maintenance, landscaping, utilities, materials, supplies, equipment and amenity repairs, for labor and service that may be required from time to time in relation to and in support of the Association properties.

g) To pay all taxes, special assessments and other assessments and charges which are or would become a lien on any portion of the common areas within the properties

h) To contract for and pay for, without special consent of the Members, construction or reconstruction of any portion or portions of the properties which have been damaged or destroyed and which the Association is responsible for rebuilding.

i) If and when the Board deems it appropriate, to delegate its duties and power hereunder the officers of the Association or to committees established by the Board except the Board cannot subrogate its responsibilities as otherwise expressed herein.

j) To establish assessments on the Members of the Association and to collect the same, in accordance with the Declaration, to collect dues, and to establish and collect reasonable use charges for any or all of the common facilities and amenities as the Board may deem necessary or desirable from time to time for the purpose of equitable allocating among the users of the cost of maintenance and operation thereof.

k) To perform all acts required of the Board under the heretofore named and listed Governing Documents.

l) To prepare budgets and maintain a full set of accounting books and records showing the financial condition of the affairs of the Association in a manner consistent with generally accepted accounting principles, and at no greater than annual intervals prepare an annual financial report, consistent with the generally accepted accounting principles, a copy of which shall be available to each Member of the Association.

m) To appoint such other committees as it deems necessary from time to time in connection with the affairs of the Association.

n) To fill vacancies on the Board of Directors or on any other committee except for a vacancy created by the removal of a Board member.

o) To open bank accounts and borrow money on behalf of the Association and designate the signatories to such bank accounts.

p) To bring and defend actions on behalf of more than one Member of the Association to protect interests of the Members of the Association, so long as the action is pertinent to the operation of the Association, and to assess the Members for the cost of such litigation in a way consistent with the Covenants.

q) Under the powers granted in the Articles of Incorporation of the Lake Linganore Association, Section THIRD, Paragraph j., namely, "And for this purpose... insofar as permitted by law, to do any other thing that, in the opinion of the Board of Directors, will promote the common benefit and enjoyment of the residents of the Development"; and in Section THIRD, Paragraph b., "acquire, own, construct buildings or other structures upon and otherwise improve mortgage, lease or sell any real estate within the Development for the purpose of adding to or reducing the Common Properties or otherwise carrying out the objectives of the Association", the Board may grant easements in or upon, sell, exchange, lease or dedicate real property of the Association to any private person, firm, or association for fair market value paid to the Association in money, or for tangible or intangible property or rights received by the Association, provided however that such action shall be approved by the affirmative vote of a majority of all of the Board of Directors.

Section 12. Limitations of Powers of the Board of Directors

Without the vote of a majority of the votes entitles to be case in a properly called membership meeting, the Board of Directors shall NOT take any of the following actions:

a) Enter into a contract with a third party for the furnishing of goods or services to the common areas of the Association for a term longer than two (2) years. The restriction shall not apply to FHA- or VA-approved management contracts, public utility contracts where the rates charged for materials or services are regulated by government, the Maryland Public Services Commission or cable television system companies; provided, however, that the terms of the contract shall not exceed the shortest term for which the supplier will contract at the regulated or best rate, or prepaid casualty or liability insurance policies not to exceed three (3) years, provided the policies allow for short rate cancellation by the insured.

b) Incur aggregate expenditures for capital improvements to the common areas in any fiscal year in excess of twenty-five (25) percent of the budgeted gross expenses of the Association for that year. For purposes of this provision "capital improvements" shall not include maintenance, repairs or replacements of existing common areas, facilities and improvements that may become necessary from time to time. Additionally, the following expenses shall be excluded from this limitation:

1. Expenditures for the construction and/or installation of common area amenities and/or facilities that are funded, or partially funded, by individuals or entities other than the Association, specifically including the developer or its affiliates notwithstanding the manner in which the funds may be provided. Any additional funding of such projects by the Association shall be subject to the above limitations; and

2. Expenditures for the construction and installation of road and/or utility improvements for lots within the Association for which the Association will receive reasonable compensation; and

3. Expenditures for capital improvements identified in the Association's reserve budget and for which sufficient funds have been reserved.

c) Sell in any fiscal year any property, other than real property as set forth in Article III, Section 11 (s), of the Association having aggregate fair market value greater than ten (10) percent of the budgeted gross expenses of the Association for that year.

d) Pay compensation to members of the Board of Directors; provided, however, that the Board may cause a Board member, a Member, or officer to be reimbursed for expenses incurred in carrying on the business of the corporation, as by the authority of the Board.

e) Fill any vacancy on the Board of Directors created by the removal of a Board member.

f) Enter into a Lot for a non-emergency situation unless the owner is furnished with at least 24 hours notice, except in the case of an emergency which clearly affects the safety and/or health of a Member or person, or which may affect the property of a Member or a person or property of the Association.

g) Dedicate or transfer any part of the Common Property held by the Association to any public agency, authority, government, or utility company except as may be approved by the Members as set forth in the Covenants in Article IV, Section 3(c).

ARTICLE V: COMMITTEES

Section 1. Committees

The Board of Directors may appoint from among the Directors and Members of the Association such committees as the Board may determine. Each committee shall have such powers, duties, and duration as shall from time to time be prescribed by the Board. Each committee may, but need not, include one or more Directors. The Board may designate as chairman and secretary of the committee one of its own members. The President shall be a member ex-officio of each committee appointed by the Board of Directors.

Notwithstanding anything contained herein, a spouse of a current employee of the Association shall not be eligible to serve on the Finance Committee of the Association. Additionally, spouses or members of the same family or different representatives of the same owner may not simultaneously serve on the Finance Committee of the Association.

Section 2. Procedure and Review

A majority of the members of any committee may fix its rules of procedure. All actions by any committee shall be reported to the Board of Directors at a meeting succeeding such action and shall be subject to revisions alteration, and approval by the Board of Directors.

Section 3. Finance Committee

A Finance Committee composed of the Treasurer and at least two (2) other Members in Good Standing shall be appointed by the Board of Directors to prepare a proposed annual budget and membership assessment, which shall be presented for approval to the Board of Directors.

Section 4. Audit

A complete audit of all financial records of the Association shall be made at the end of each fiscal year by a licensed and bonded Certified Public Accountant (CPA) who is not a Member or employee of the Association. The CPA shall be appointed by the Board of Directors and shall be required to submit the completed audit report to Members of the Association within ninety (90) days after the close of the fiscal year. A copy of the audit report shall be available without cost to any Member upon request. A summary of the auditors report shall be published in a newspaper or newsletter mailed to every Member of the Association within sixty (60) days after completion of the audit.

ARTICLE VI: BOOKS, RECORDS AND STOCK LEDGER

Section 1. Books and Records

The Association shall keep correct and complete books and records of accounts and of its transaction and minutes of its Board of Directors and Member meetings.

Section 2. Annual Report

The President or the Vice-President of the Association shall cause to be prepared annually a full financial statement of the affairs of the Association showing, as of the last day of the fiscal year, all of the assets and liabilities; statement of income, expenses, cash receipts and disbursements for the preceding fiscal year; list of notes payable; summary of dues outstanding; and accounts receivable. The annual meeting of the Members a year-to-date financial report shall be presented.

Section 3. Certificates of Membership

The Board of Directors may provide for issuance of certificates evidencing membership in the Association which shall be in such form as may be determined by the Board of Directors. The name and address of each Member and date of issuance of the certificate shall be entered on the records of the Association. If any certificate becomes lost, mutilated or destroyed, a new

certificate may be issued therefore upon such terms and conditions as the Board of Directors may prescribe.

Section 4. Open Books and Records

With the exception of minutes of meetings, which by law, the Charter, or the Covenants are permitted to be held in closed session, not open to the Members or the general public, the books, records, and minutes of meetings of the Board of Directors shall be available for examination at any time by any Member of the Association during normal business hours; provided, however, that if the request is for information more than six (6) months old, or in the judgment of the General Manager, would require more than thirty (30) minutes of staff time, the request Member may be required to give two (2) days notice and a list of what is to be made available for his review. Up to five (5) sheets of copies will be supplied without charge in connection with any request, but if more than five (5) sheets are required, a reasonable fee per copy shall be charged.

With respect to all meetings held in closed or executive session, to which Members and the general public were excluded, a summary of the results and findings of all such meetings shall be made available to all Members in the same manner as are the detailed minutes of open meetings.

ARTICLE VII: MISCELLANEOUS

Section 1. Corporate Seal

The Board of Directors shall provide a suitable seal, containing the name of the Association, which seal shall be in the charge of the Secretary.

Section 2. Signature to Commercial Papers

All checks, drafts, bills or exchange and promissory notes shall be made, drawn and endorsed in the name of the Association in such a manner as the Board of Directors may, from time to time authorize.

Section 3. Fiscal Year

The fiscal year of the Association shall be determined by the Board of Directors and evidenced by resolution filed with the corporate records.

Section 4. Waiver of Notice

Whenever any notice of the time, place or purpose of any meeting of Members, Directors or committees is required to be given under the provisions of the laws of Maryland or under the provisions of the Articles of Incorporation or by these Bylaws, a waiver thereof in writing, signed by the person or persons entitled to such notice filed with the records of the meeting, whether before or after the holding thereof, or actual attendance at the meeting in person or by proxy, shall be deemed equivalent to the giving of such notice to such person.

Section 5. Rules of Order

The rules contained in the latest edition of Robert's Rules of Order Newly Revised shall govern the Association in all cases to which they are applicable and in which they are not inconsistent

with these Bylaws, and special rules of order the Association may adopt, and any Federal, State, or County Laws.

Section 6. News Publication

a) A newsletter shall be published periodically, not less than six per year, and mailed to all members. This publication will announce the nominations and election of Lake Linganore Association Board of Directors and Committees, membership meetings, special programs and events, information pertaining to the use of all facilities and properties, and general information approved by the Board of Directors.

b) Each newsletter shall be consecutively identified by volume and issue number.

c) All record items of publication shall be maintained in the LLA office.

d) The Board of Directors shall approve the appointment of an editor for the newsletter, establish the dates of publication and approve its format, printing and mailing.

e) Each newsletter shall contain a summary of the latest monthly or annual report of the Association and a notice to the members interested in copies of minutes as to how the minutes may be acquired.

f) The newsletter shall timely publish all data required to be published therein by Article VI of the Bylaws, and all substantive actions by the Board of Directors in summary form.

g) The sale of advertising in the newsletters of the Association shall be dedicated to the costs of editing, publication, and distribution thereof.

Section 7. Insurance

a) The Board of Directors shall maintain at all times adequate fire and extended coverage insurance on all improvements belonging to the Association, and shall have at all times at adequate public liability policy covering all property owned by the Association.

b) The Association shall provide and pay for comprehensive liability insurance in the amount the Board shall determine, covering each member of the Board of Directors and such other employees who are designated by the Board. The liability shall protect those insured hereunder from any legal action against them in connection with or as a result of their lawful service to or for the Association, during or after their tenure on the Board or as an officer or employee.

Section 8. Recording of Board Meeting by Observers

a) Recording of any Board or membership meeting is permitted to be made by Members, their agents and employees, by any electronic or stenographic means as long as it does not interfere with the meeting.

b) Official minutes of the Board meeting shall be available after final approval by the Board.

Section 9. Examination of Files

a) The Association shall maintain a policy of conforming with Maryland Homeowners Association Act, Senate Bill #96, and amendments enacted thereto from time to time

b) All personnel files are confidential and not available for examination by the Members of the Association or the general public.

c) Documents and correspondence related to unconsummated negotiations and legal actions are available only to the Directors, lawyers retained by the Association, staff members authorized by the Board to have access, and others on a need-to-know basis as determined by the Board. After negotiations or legal actions have been concluded, the files shall be available for examination, unless sealed by the court, by any Member under the same rules and procedures as minutes of the Board of Directors; provided, however, that if legal counsel of the Association advises in writing that the files remain under seal and such advice is concurred in by a majority of the entire Board, the files shall remain under seal as confidential records for the length of time set by the Board in the action to keep them confidential.

d) Electronic recordings shall be made of all Association Board of Directors meetings, and they shall be retained for a period of one (1) year following the date of the meetings so recorded, after which, at the discretion of the General Manager, they may be destroyed.

e) The minutes of all meetings of the Board of Directors and of the Members shall be reduced to writing, shall be approved by the Board or the membership, as the case may be, at the next subsequent meeting thereof, respectively; and shall be kept as permanent records of the Association. One copy shall be maintained at the main office of the Association under lock and key. A duplicate copy shall be kept at the main office and be available for ready examination by the Members. The third copy shall be kept under lock and key t a different location removed from the main office of the Association, where documents would not be destroyed in the event of fire or other catastrophe at the main office, and kept available to copy if other copies are unavailable.

Section 10. Sale and/or Transfer of Pool Privileges

The Association may sell pool privileges to any individual upon such terms and conditions as determined by the Board of Directors. No other individual or entity may sell or transfer pool privileges to any third person. Any such purported sale or transfer is void and the Association may, in its sole discretion, suspend such pool privileges.

ARTICLE VIII: AMENDMENT OF BYLAWS

Section 1. Powers of Directors to Amend

The Board of Directors shall have power to make, amend and appeal the Bylaws of the Board, provided, however, that all changes conform to the Articles of Incorporation, i.e., Charter of the Association and to "The Declaration of Conditions, Covenants, Restrictions, Easements and

Charges Affecting the Real Property Known as Lake Linganore at Eaglehead", i.e., covenants as recorded, and the laws of the State of Maryland.

Section 2. Powers of Members to Amend

From time to time, the Members entitled to vote, as set forth in the Charter and the Covenants, may make, alter, amend and repeal any of the Bylaws of the Association, by a two-thirds (2/3) vote of a quorum at the annual meeting or at a special meeting called for the purpose, and all bylaws made by the Directors may be altered or repealed by such Members.

ARTICLE IX: LIABILITY

Section 1. Liability

Neither the Association, nor any officer, Director or other authorized person assumes any responsibility or liability for any personal injury or property damage occurring on Association property suffered by Members, their families, or their guests.

Section 2. Indemnification

Every Director, officer, employee of the Association and such others as specified in writing from time to time by the Board of Directors shall be indemnified by the Association against all expenses and liabilities including counsel fees, reasonably incurred or imposed upon them in connection with any proceeding to which they may be made a party, or in which they may become involved, by reason of being or having been a Director, officer, or employee of the Association or any settlement thereof, whether the person is a Director, officer or employee is adjudged guilty of willful misfeasance or malfeasance in the performance of duties, or engages in malicious actions. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which the indemnified may be entitled.

LAKE LINGANORE ASSOCIATION

ENVIRONMENTAL CONTROL COMMITTEE

Revised February 15, 2010

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I. DEFINITIONS

ADMINISTRATOR The employee of LLA who is responsible for conducting the operation and administration of the affairs of the ECC.

ASSOCIATION The Lake Linganore Association, Inc.

COVENANTS OR CCR “The Conditions, Covenants, Restrictions, Easements, and Charges Affecting the Real Property Known as Lake Linganore Planned Unit Development (PUD)” as recorded in the land records of Frederick County, Maryland relative to any lot or parcel of land.

CAC Construction Authorization Contract executed by LLA and Applicant, which sets forth the conditions, requirements and restrictions under which other parties are permitted to utilize the common properties owned or controlled by LLA in the course of construction within Eaglehead.

ECC The Environmental Control Committee of LLA.

EAGLEHEAD The name of the new city being built in the Planned Unit Development known as “Lake Linganore at Eaglehead.”

ELEVATION The view of the side of a building as seen from one (1) direction, drawn to scale, without the introduction of perspective effects.

ELEVATION, MSL The height in feet, above mean sea level, of a point or line shown, based on datum established by the U.S. Coast and Geodetic Survey.

LLA The Lake Linganore Association, Inc

LIQUIDATED DAMAGES A pre-set dollar amount agreed upon in a contract between LLA and another party, for payment to compensate for specifically named damages or infractions which may be caused, or permitted to occur, by the other party, and which is agreed would be damaging to LLA and which

amount, if tendered by the party committing the infraction or damage, and if accepted by the Association, shall constitute full and final settlement for the named infraction or damage. If not tendered and accepted, the parties shall have all other remedies available at law and in equity. (Liquidated damages shall be assessed if the Owner/Builder does not cure said infraction within a reasonable time period, or as specified in Appendix A of the CAC, following notification.)

MARKET VALUE OF LOT IMPROVEMENTS The price at which sold to the first buyer of house and lot. If the house and lot is not sold, the Market Value shall be deemed to be the amount for which a similar house is sold, or alternatively, the “full value” as set forth by the MD State Tax Assessor for the fully completed house and lot.

OWNER Owners of lots within LLA specifically including builders that own lots and are developing lots and/or constructing improvements upon such lots.

MSL Mean Sea Level (See Elevation, MSL above).

PUD Planned Unit Development

II. PURPOSE AND OPERATIONS

In the past, and often still, Developers established specific requirements as to what a building should look like – usually called the Architectural Covenants. This approach toward ensuring certain qualities of design froze the ideas of that era. A decade or so later, these ideas often were outmoded as innovation, or new trends replaced the old. What was fashionable in one generation became passé in the next. To overcome this drawback; to allow for innovation; to keep design up to date; to give Owners and their Architects and Builders maximum flexibility; the concept of our ECC was adopted: no hard or fast rules as to size, cost, materials, or appearance, but allow wide latitude with a design-capable Committee, the ECC, to pass judgment on each building as to whether it met that test of “good design”.

Thus Article VI of the Covenants was written to provide for an Environmental Control Committee (ECC) to review, and approve or disapprove, every structure or improvement to be put upon the land, including landscaping, tree removal, clearing and colors.

This Committee has broad powers to use its’ judgment for the purpose of ensuring that all improvements in Eaglehead are accomplished in a way that will enhance the appearance, livability and therefore the property values in our community. These powers are to be taken seriously, as they have consequences affecting the living environment of the Members, as well as the Member’s investment.

The concept of a Committee exercising judgment in matters of design allows more latitude for the Owners and their Designers to express themselves and meet their particular requirements. New and varied ideas can be better incorporated than if explicit covenants were set forth as to size, price, materials and other elements affecting design.

Since judgment is to be rendered setting limits on design expression, it is imperative that the Members of the ECC be capable in matters of design, and that the staff serving the Committee be sensitive to the Committee concepts, and willing to interpret and carry out the findings of the Committee, and to faithfully execute them in a friendly manner.

The ECC does not concern itself with the interior of buildings. Its’ only concern will be to see that the proposed exterior of all structures, and all improvements to properties, meet the standards set. Neither will the ECC consider, nor pass upon, the structural adequacy of any building – which will be left

to Architects, Engineers and Code enforcers. It will, however, be concerned about how buildings and other improvements relate to the land upon which they are to be sited. The authority of the Committee will be exercised relating to appearance of everything on a site, by whomever done, which can be seen from any part of Eaglehead.

The decision of the ECC has the force of a covenant peculiar to the specific lot about which it was made. The work of the ECC is completed when the structure is completed as approved; the Committee has the duty and power to enforce its' decisions, but not matters pertaining to any other covenant or restriction. The ECC is a deliberative body, rendering judgment respecting applications made to it; it is not a policing body. Once a decision is made, it will fall to the duty of other enforcement mechanisms in the Association to police compliance. Thus there is a clean line (completion of the structure and site as approved) between the duties and powers of the ECC and a Covenant Compliance Committee (CCC). The Board, the CCC and staff should have the duty and authority to require compliance with the decisions of the ECC.

A staff person assigned to the ECC shall carry out the Committee decisions. No application shall be approved by any staff person except in accordance with instructions from the Committee. Any purported approval or permit issued without the consent of the Committee shall be invalid. The Committee may delegate to a staff person the authority to make certain limited decisions, and issue permits, allowing specific items or pre-approvals issued by the ECC.

The following articles and sections of the CCR require action by, or involve, the ECC: Article VI in its entirety wherein the ECC is created and empowered; Article VII, Sections 5, 6, 10, 11, 12, 13, 16, 17, 18, 26, 27 and 31; Article VIII, Section 1; Article IX, Sections 1 and 2; and Article X wherein enforcement of the Covenants is provided for, including decisions of the ECC.

Article VI gives power to the Board of Directors to receive and act on any application in lieu of the Environmental Control Committee. Alternatively, the ECC appointed by the Board is empowered to make decisions regarding the visible construction or destruction on any lot or parcel. Action by the Board will be taken only in such circumstances as when there is no existing ECC, or when the ECC refers a difficult or controversial decision to the elected Board, or when the Board formally instructs the ECC to refrain from considering an action which the Board chooses to consider.

Although there is no explicit provision in the Covenants for appeal from a decision by the ECC, reconsideration and appeal are now permitted. Once the Board of Directors renders a decision following an appeal, it is final. The reconsideration and appeal process is explained in paragraph 1 of *Structure*.

The ECC will adopt and publish *Design Standards*, and *Fundamentals of ECC Operations* as approved by the Board of Directors. Forms, including checklists designed to assist Members and Builders, and to improve the ease of administration, will be created from time to time by the ECC. Information setting forth items, which can be approved by the Administrator without further reference to the Committee, will be published. These will be in printed form and two (2) copies will be made available, without cost, to any Member requesting them.

The Board shall establish the amount of an application fee used to defray part or all of the cost of administering the ECC, and a schedule of liquidated damage dollar amounts levied for infractions. The Board may take such other actions as it deems necessary to address infractions or damages if the liquidated damages are not accepted as sufficient remedy.

III. FUNDAMENTALS OF ECC OPERATIONS

THE PURPOSE of the Environmental Control Committee (ECC) is to allow members of the Lake Linganore Association a maximum opportunity for flexibility and innovation in planning improvements on their land, while ensuring a high quality of design which will enhance their visual living environment and improve the economic value of their property. Alternatives such as fixed design standards, and no standards at all, were considered and rejected in favor of employing a skilled Committee to render judgment, their only criteria being the quality of design, enhancing life and economic value. Under the Covenants (CCR), the ECC has substantial responsibilities assigned to it, together with the authority to carry out those responsibilities. The following *Fundamentals of ECC Operations* will enable the ECC to carry out its function of applying judgment in protecting the interests of all members of the Association. Under normal conditions the following shall apply:

1. PRIME RESPONSIBILITY: The responsibility of the ECC is only to the Members of the Lake Linganore Association. It must take the long view regarding the good of the entire community. Short-term benefits to an individual or firm must take a back seat to the larger community interest. The interests of any party subordinate to those of the members, or that of the entire collective membership, over shadows the perceived interest of a single owner.

2. SCOPE OF ECC AUTHORITY: The ECC process begins when a submission is made by a member/applicant of the Association requesting its approval under the authority and responsibility given the ECC and the Directors under Article VI, particularly, and other Articles of the CCR. The changes on each lot or parcel which are approved by the ECC (or the Board of Directors if it, instead of the ECC, considers the application) become a particular covenant on that lot, and the owner is then obligated to follow exactly the improvements as they were approved by the ECC. Failure to do so may invoke the same actions and liabilities, as is the case with the violation of any other covenant, including the assessment of liquidated damages or other remedies. Following approval of an application, the ECC Administrator will inspect the improvements as they are progressing, to the point of their completion, to see that the approved application is followed in every particular. When the ECC Administrator, on behalf of the ECC, certifies in writing that the construction or other changes have been completed as approved, the role of the ECC is complete. Thereafter, as much as in matters not related to the application approved by the ECC, the Covenant Control Committee or other covenant enforcement system of the Association is empowered to act on all covenant violations.

3. CONDUCT OF MEETINGS: The ECC is a deliberative body exercising judgment on the written exhibits submitted by an owner/member. Interjections by persons who are not Members of the Committee are not conducive to the level of concentration demanded and, therefore, are not permitted unless requested by a Committee member. Decisions of the ECC are made solely upon review of drawings and written exhibits, observations regarding site inspections, or other personal knowledge reported by a Member of the Committee, observations and recommendations by the ECC Administrator, and such verbal comments by applicants as may be requested by a Member of the Committee.

4. MEMBER IN GOOD STANDING: Applications may only be made by members in good standing. The ECC Administrator will not accept or process any applications by members that are outstanding in their assessment payment, or that are in violation of Lake Linganore Association governing documents. Any application received by a member not in good standing will be returned. Applications may be re-submitted once all obligations, whether financial or compliance related, are resolved.

5. ADEQUATE APPLICATION: Applications shall not be considered received until all exhibits, and items thereon required by the *Design Standards* and checklists provided by the ECC, are signed in as being administratively sufficient by the General Manager or ECC Administrator. Applications should include only essential information for review.

6. APPLICATION TIMELY RECEIVED: Any application received less than four (4) business days prior to a regularly scheduled meeting may normally not be considered at that meeting of the ECC since time is required to check the application and prepare for the meeting. A submission is not considered "received" until all necessary exhibits are in order. The sixty (60) day rotation for the ECC to render a decision on an application does not start to run until it is "received" as defined herein.

7. TIME FOR CONSIDERATION OF APPLICATIONS: Any adequate application not acted upon by the ECC within sixty (60) days after it is signed, as set forth in paragraph "3" and "4" above, shall be considered approved with the same effect as though approval were given in writing by the ECC. The ECC will make an effort to act on an adequate application within two (2) weeks after it is received as set forth above, but the applicant cannot be assured of such a two (2) week schedule. The ECC Administrator will notify applicant within two (2) business days after receipt of plan (by telephone followed up in writing) as to the adequacy/sufficiency of the application.

8. FORCE AND EFFECT: The approval in writing of an application by the ECC has the full force and effect of any other covenant in the CCR applicable to that lot or parcel. The owner may not change the exterior of the building or other structure once it has been approved by the ECC, unless that change is made the subject of another application, and that change is then approved by the ECC. Infractions of this covenant result in the levy of liquidated damages as set forth in the Construction Authorization Contract (CAC), or physical correction to conform with the approved plans and other exhibits, as well as all other remedies of the Association allowed by the CCR and the Bylaws of the Association. Owner and builder may rely on the written authorization or approval by the Administrator of the ECC, or a designated representative by the General Manager of the Association, in any matter where Association approval is needed.

9. AUTHORITY DELEGATED TO THE ECC ADMINISTRATOR:

RESPONSIBILITY: The Administrator, a staff person employed by the Association and assigned to the ECC, may have only such authority as approved in accordance with the ECC job description, and to approve applications as may be delegated in writing to him by the Committee. He is also authorized to review all applications for their completeness and accuracy; to receive (as defined in paragraphs "3" and "4" above) and sign for those which he deems complete after his review; to reject and return for more information those which are not complete or accurate; to request additional information which will make an application complete and accurate and to report his actions on this authority to the Committee; to present, with or without recommendation, complete and accurate applications to the Committee at its meetings; and thereafter to give the applicant a written finding of the Committee. He shall make such inspections of the applicant's site as he deems necessary, or as requested by the General Manager or the Committee or its Chairman, both before approval, and after approval, during continuation of improvements, to ensure compliance with the conditions of the approval.

10. BOARD OF DIRECTORS ACTING IN LIEU OF THE ECC: As authorized in Article VI of the Covenants, on its own initiative or upon recommendation of the ECC, the Board of Directors may review an application and render its findings, in lieu of consideration and action by the ECC, in which case the ECC shall exercise no authority, although it may make recommendations to the Board of Directors for its consideration prior to rendering a decision. There shall be no appeal to the ECC of a decision prior to rendering a decision. There shall be no appeal to the ECC of a decision made by the Board of Directors. **The final authority is the Board of Directors.**

11. RECONSIDERATION AND APPEALS: Upon request by an applicant, the ECC may reconsider a rejection or conditional approval if, in its sole discretion, additional information offered may allow a different decision to be made.

- A. Decisions regarding enforcement of the ECC rulings, or other Covenants, may be appealed to the Board of Directors, regarding what the member/applicant, owner, builder or developer considers unreasonable or improper interpretation of covenants, or liquidated damages accepted in lieu of other remedies.
- B. After a member/applicant has exhausted all remedies with the ECC, including a reconsideration by the ECC, and is dissatisfied with its ruling, the member/applicant may appeal to the Board of Directors of the Association (the Board) from the ruling of the ECC. The appeal may be based on one (1) or more of the following grounds: 1) violation of one (1) or more of the Covenants or Bylaws of the Association; 2) violation of the laws and regulations of the State of Maryland or of the United States; 3) a ruling contrary to the express provisions of the Charter of the ECC as approved by the Board of Directors; 4) failure of the ECC to consider relevant facts supplied by the applicant; 5) acting on an application in an arbitrary and capricious manner.
- C. The aggrieved member/applicant may request an appeal under Procedures established by the Board. Written argument may be supplemented by a verbal presentation, if desired, alleging the presence of any of the above grounds, and no other, must be presented to the Board of Directors at a scheduled open hearing. The Board of Directors at a meeting with a quorum personally present, including a Director who is a member of the ECC, shall hear the applicant, and thereafter will receive and consider written and/or oral comments by the ECC. The Board may allow expert testimony, and may, at its sole discretion, receive comments by members who are not affiliated with the applicant. Other persons shall not have standing and their comments shall not be received. If the applicant does not establish the presence of one (1) or more of the stated grounds, the decision of the ECC shall stand. After considering the arguments, the Board may affirm, affirm with modification, or override the decision of the ECC. **The decision of the Board shall be final and subject to due process of law.**

12. APPLICATION FORM: An ECC approved form Application must be completed by the applicant. There are several different Application Forms that may be used depending upon the nature of the development, construction or modification. Sample Application Forms are attached hereto and each describes the type of development, construction or modification to which it may be applicable. Any questions as to which Application Form is applicable to a particular proposed development, construction or modification should be directed to the ECC Administrator for response prior to submission of the Application. Application fees, as approved by the Board of Directors, are charged to help defray the cost of operating the ECC including the Salary of paid staff, as well as other expenses. Cash or checks are deposited as soon as received. The fees are considered earned when the ECC Administrator reviews the submission. Refunds will be made only if the application is withdrawn before the ECC Administrator first examines it. After an application is withdrawn, or approved construction is not built for any reason, a subsequent application on the same lot or parcel will require the payment of the fee irrespective of the fact that an earlier fee was charged on a submission which was withdrawn or not executed by the owner.

13. EXECUTION OF APPROVALS: If the ECC approves the application or approves the application subject to conditions, the Owner may be required to execute a CAC outlining the specific conditions that are to be met. The ECC Administrator shall have the authority to determine if a project requires the execution of a CAC. After the ECC or the Administrator has issued a written approval of an application, or conditional approval made subject to changes specified by the ECC, the improvements on the lot or parcel must be made exactly as approved, conditionally or unconditionally. NO deviation from the approved application may be made EXCEPT upon written request and approval from the ECC. Changes made in the on-site improvements which are, in the sole opinion of the ECC, substantive violations of the Covenant created by the approval of an application, shall be corrected or made subject to remedies available to the Association.

14. LIQUIDATED DAMAGES AND REMEDIES FOR INFRACTIONS: Inasmuch as infractions caused by failing to make improvements as stipulated in an application approved by the ECC, or causing other violations of the CCR or the approved application, or failure to comply with contractual agreements and rules of the Association will be damaging to the Association or its members, the Association may levy liquidated damages as stipulated in the Construction Authorization Contract (CAC), or may take such other actions as are available to it under the CAC, the Covenants, or the Law.

IV. STRUCTURE

As provided by Article VII of the Covenants, the Environmental Control Committee (ECC or the Committee) is appointed by the Board of Directors of the Lake Linganore Association (LLA).

- A) **Size.** The ECC shall consist of five (5), seven (7), or nine (9) persons, as determined by the Board of Directors, from time to time, the majority of whom shall be members of LLA.
- B) **APPOINTMENTS TO AND REMOVALS FROM THE ECC.** Persons to fill vacancies on the ECC shall be Members of LLA. The ECC will act as Advisor to the Board of Directors on any recommendation for appointment. The Board of Directors shall make all appointments. Each Member of the ECC will serve at the pleasure of the Board. One (1) appointment of the ECC shall be made available to a Member of the Eaglehead Building Community.
- C) **Chairman.** The ECC may recommend the person for the position of its Chairman, but the Board of directors shall make the appointment.
- D) **Vacancies.** When vacancies occur on the ECC for any reason, the procedure described for appointment to the ECC, as Stated in "A" and "B" above, shall be followed.
- E) **QUALIFICATIONS FOR APPOINTEES TO THE ECC.** Those persons who are to serve on the ECC shall be selected for the particular qualities they would bring to the Committee in order to exercise the judgment required to evaluate the application for construction, rehabilitation, remodeling, or other improvement to property. Not more than two (2), non-voting, non-members may be appointed to the ECC. Such appointments may be of only those persons with training, professional experience, or other special qualification which would bring to the ECC professional knowledge required to evaluate applications to the ECC when such skills are not available among Members of LLA who are able and willing to serve on the ECC.
- F) **STAFF TO THE ECC.** An Administrator(s) shall be employed by the Association as part of the staff. The Administrator(s) of the ECC shall serve in receiving and evaluating the applications and advising the Owners; inspecting sites for compliance with ECC approved applications; and shall provide administrative support to the ECC. The Administrator(s) shall have such authority as given from time to time by the ECC and approved by the Board and shall be considered a member of the committee with full voting rights.

- G) **APPEAL FROM DECISION OF THE ECC ADMINISTRATOR.** In those cases where a decision by the ECC Administrator, acting on authority granted by the Committee, is unsatisfactory to the Applicant, an appeal may be requested by the Applicant, in which case the original application accompanied by any additional information furnished by the Applicant shall be reviewed by not less than a quorum of the Committee, which then shall approve, approve subject to conditions, or disapprove the application.
- H) **RECONSIDERATION.** Every Applicant shall have the right to reconsideration of the decision made by the ECC in the particular case, The request for reconsideration must be made in writing within thirty (30) days after the ECC decision, supported by additional information and argument. The reconsideration shall thereafter be heard within thirty (30) days following the request for reconsideration, by not less than a majority of the entire Committee. The decision by the ECC after reconsideration shall be final, unless the Applicant appeals to the Board of Directors.
- I) **APPEAL TO THE BOARD OF DIRECTORS FROM THE DECISION OF THE ECC.** Following reconsideration, a decision of the ECC may be appealed to the board within thirty (30) days after the decision by the ECC following reconsideration as set forth in the *Fundamentals of ECC Operation*. The Board of Directors will provide the ECC with a timeframe for an appeal hearing.
- J) **QUORUM.** For conduction regular business and consideration of applications and appeal as submitted, or approval subject to conditions or restrictions, or disapproval of any application and for an appeal as described above, the quorum shall be any three (3) members of the Committee attending an ECC meeting. The quorum shall be a full majority in person of the entire ECC when there is a hearing on, and action required upon a reconsideration requested by a Applicant; for adopting policies; for recommending to the Board of Directors a person to be appointed Chairman of the ECC; and for recommending persons to fill vacancies on the committee.
- K) **VOTING.** Any matter being considered at any meeting of the ECC shall be by a majority of those Members attending in person, provided that not less than a quorum is present, Committee Members having a conflict of interest in any application shall not vote thereon. A conflict on the part of the committee Member shall be presumed if the interest is financial, or the application is by a relative, friend, or business associate. In every vote considered by the ECC, the members present shall vote either for or against the motion or action. Any person who is qualified to vote, but refrains from doing so, shall be recorded as voting in the negative. Abstentions are not recognized. Committee Members not present during the majority of the discussion on a matter shall not vote thereon and shall be recorded as being absent for that vote even if present at the time the vote is taken. The ECC Chairman shall cast the last vote on all matters.
- L) **ABSENCES.** Any committee Member who is absent for more than three (3) consecutive regular scheduled meetings of the ECC shall cease to be a Member of the Committee, unless the absence was for the reason of illness, or personal or family catastrophe; or other reason which in the opinion a majority of the remaining Members of the Committee would prevent attendance; or unless a leave-of-absence of known duration is requested in advance of the absence.
- M) **Compliance.** A decision by the ECC after reconsideration, if applicable, or by the Board of directors on an appeal, is a covenant affecting the land and improvements which were the subject of the application as approved by the ECC, and such covenant has the same effect as any other of the covenants, restrictions, and conditions in the governing document of the LLA, commonly known as "The covenants", and as such are enforceable by the LLA, Breaches of approved application, or work begun on a property without approval of the ECC, or failure to apply to the ECC prior to starting any improvement , excavation or clearing may result in filing suit for injunctive relief and the assessment of liquidated damages as approved by the Board

of Directors of LLA and as set forth in the Construction Authorization Contracts, and additionally set forth in any other agreement(s) signed by the Application or the agent of the Applicant, the liquidity damages levied, if not promptly paid, shall be collected by using all means available to the Association under the Covenants (as for unpaid dues and assessment or otherwise) and under Maryland law. The ECC or its Administrator shall bring the breaches to the means available. The Association may elect to seek remedies at law, or in equity, in lieu of accepting liquidated damages for the relief of the Association. As set forth in the Covenants, actions available to the Association include entry upon the property to correct the infraction at the expense of the Owner or the parcel of land involved.

- N) **COMPENSATION.** ECC Members will serve without compensation. Consultants to the ECC may be paid as agreed with the knowledge and consent of the Board of Directors. The Administrator for the ECC shall be compensated at a rate set by the General Manager and approved by the Board of Directors. Other staff Members of the LLA who serve the ECC shall be compensated under the administrative and personnel policies of the LLA. The Administrator shall be responsive to the ECC and its Chairman, but shall be under the administrative supervision of the General Manager.
- O) **MEETINGS OF THE ECC.** Meetings of the ECC shall be held at regular intervals as determined by it from time to time, but not less than monthly. Members of the LLA may attend any regularly scheduled meeting. The ECC meetings are for the purpose of having its Members exercise their judgment, acting together, considering all factors of each application, the neighborhood, and the whole of Lake Linganore at Eaglehead, as to appearance, the living environment, and property values. Meetings of the ECC shall be conducted as an open forum. Oral comments by observers are not accepted at any meeting other than when a Member of the ECC asks questions of the Applicant or agents of the Applicant. Any Member of LLA may never the less submit comments in writing which shall be welcome, especially if facts not set forth in the application are presented to the ECC as an aid in making a better informed judgment. Written statements received before a final decision is made by the ECC shall be as carefully considered as though a part of the original application. Any lot for which the ECC has received an application for approval will be posted with a notice of intended construction least ten (10) days before the review by the ECC. The ECC encourages suggestions and comments from the residents. Any suggestions or comments should be submitted in writing to the ECC prior to the meeting, or they shall not be considered.
- P) **MEMBER'S RIGHTS.** Every Member of the Association has the right to use property owned in Eaglehead, as may be desired, in ways that do not unfairly or unreasonably impinge on the rights of others. The ECC must preserve that right in assuring that improvements anywhere do not denigrate the neighborhood or the environment creating wanton obstruction of views, or reduction of property values. Every Owner has the right to build on that land He or She owns which, nevertheless inevitably causes some changes in the original appearance of the land. The ECC must approve new construction or changes in ways that will accomplish the overall objective while preserving Member's rights.
- Q) **REIMBURSEMENT OF EXPENCES.** Verified expenses made by any ECC Member on behalf of the Association shall be reimbursed under the procedures of the Association.

V. DESIGN STANDARDS

OVERRIDING OBJECTIVE TO CREATE IN EAGLEHEAD

- the best possible living environment
 - in buildings of enduring beauty
- in a community of unparalleled excellence

GENERAL PRINCIPLES

- A. Buildings are to be sited to fit the land.
- B. Existing trees and vegetation, and natural features, are to be preserved to the maximum extent practical. To these ends, buildings shall be located at the most advantageous place on the lots without regard to any artificially imposed setback lines.
- C. The buildings are to be blended into the natural existing environment.
- D. Streets are to be designed to fit the land, control speed and have minimum impact on the landscape.
- E. Water is to be retained on or near the site, and beyond that, detained and slowed to the maximum practical extent and managed in a manner not to adversely impact trails, paths and roadways by providing safe passage, using a ten-year storm event as the design basis.
- F. Buildings shall be of good design on all sides.
- G. There is no requirement for a certain "STYLE" of architecture.
- H. All recorded covenants must be complied with.

SPECIFIC DESIGN GUIDELINES

The design guidelines herein stated are written with the purpose of guiding Owners and Builders through the design process for which the ECC has a covenant responsibility to oversee. They are an effort to find that balance between "fixed design standards and no standards" as stated in the *Fundamentals of ECC Operations*. Building plans, site plans, and other submissions that conform to the guidelines will normally be approved. Those that do not will be closely scrutinized by the ECC to determine if departures from the guidelines satisfy their spirit and intent.

1. **SITE:** House placement and suitability to the site:
 - a. **House Plan:** The house plan is to be suitable for the site so as to cause minimum disturbance of the earth, trees, rock outcroppings, and vegetation. For example, do not try to place a level-land house on a steeply sloping lot. If major grading is required, the wrong house is being proposed for this particular lot.
 - b. **Wooded Lots:** On wooded lots, place utility lines parallel and adjacent to, or under driveway and walkway, so as to not require clearing of additional strips of trees and natural vegetation. Where the location of mains makes this impractical, lay them closely parallel or in the same ditch so as to avoid cutting numerous lanes through trees. Cleared lanes for utilities are not to exceed fifteen feet (15') in width.
 - c. **Trees:** Trees with trunks 6" or more in diameter (measured one foot (1') above the ground) located more than ten feet (10') from the walls of any building, shall not be cut unless specifically approved, as marked on the trees by a representative of the ECC. Dead snags and near-dead trees must be approved for removal by the ECC after examination on site. Flowering small trees such as Dogwood and Redbud, and shrubs such as Mountain Laurel, should be preserved when not within the approved cleared areas. Trees and understory growth to be preserved will be identified by the ECC Administrator after an on-site inspection and review with the builder. Trees less than six inches (6") in diameter may be preserved, if in the opinion of the ECC Administrator they contribute to the overall appearance, i.e. dogwood, redbud, iron wood, wild cherry, mountain laurel, etc. Trees and/or understory growth identified for preservation will be protected by a temporary plastic fence erected ten feet (10') from the trunk or around understory plants. The builder will ensure that no damage occurs during construction by not allowing construction equipment or excavated dirt and debris inside the barrier of the fence. Damage to any of

the aforementioned trees or understory growth as a result of the builders negligence may result in funds (as specified in Appendix A, Liquidated Damages Amounts) being drafted against the builders escrow or letter of credit.

- d. Natural Rock Outcroppings: Natural rock outcroppings will be preserved, except as indicated on approved plans. Underground utilities, walkways, and driveways will be constructed so as to preserve rock outcroppings, and avoid root damage to trees designated for conservation. All tree stumps are to be removed within thirty (30) days after being uprooted from the lot, and disposed of properly.
- e. Utility Installation: The proposed location of all utility lines and pipes, on alignments picked for least harm to the natural vegetation, shall be shown on the site plan at the time of its submission to the ECC, which shall designate the acceptable lane to be cleared for these utilities. All utility ditches shall be back-filled with suitable earth to ninety five percent (95%) of maximum possible, as defined by the American Association of State Highway Officials (AASHO), or with crushed stone.
- f. Site Plan: The site plan shall show existing contours at two feet (2') vertical intervals, as well as proposed final contours at the same interval, and spot elevations at all critical points of the finished grade, with indications of how drainage is to be handled to discharge points off the subject property and past the nearest trail, path and roadway if applicable. Show driveway location and grades as well as connection to the street with the drainage swale, pipe and headwalls proposed and identify how it will tie into the drainage at the nearest off-site point. Provide an Engineer's Certification that the discharge point is adequate to safely convey a concentrated point of relief for conditions up to a 10 year storm event.
- g. Existing Plants: Natural existing understory plants in the woods may be preserved in undisturbed areas, or replaced with shade tolerant ground cover plants or shrubs. Wood chips or shredded bark can be spread over raw earth until fallen leaves cover the ground. Lanes cleared for installation of underground pipes and wires may be seeded or sodded, or may be replanted with ground covers, shrubs or trees. Flowering trees and shrubs are suggested, though not required.
- h. Driveway and Driveway Apron: Where required by the proposed drainage pattern, a pipe shall be placed under the drive in line with the drainage ditch, of a size to carry water runoff in a ten (10) year storm. Maximum grade of the driveway shall not exceed fifteen percent (15%) Provisions set forth in the LLA Road Standards shall be mandatory for every property: especially paving, apron and grades required. The surface may be of asphalt blacktop; but colored and textured concrete exposed aggregate concrete; concrete stamped, colored and textured to simulate any of a number of paving materials; brick; any of a verity of paves; and flagstone are preferred over blacktop. Stabilized gravel or other approved material may be accepted only under certain conditions where grade is not in excess of seven and one half percent (7.5%) and erosion will not be a problem, but pervious is preferred over impervious paving to encourage infiltration and lessen storm water problems. Plain concrete is best avoided because of the harsh appearance in conflict with the natural environment. Provide an Engineer's Certification that pipe size is adequate to provide safe passage of water volume equivalent to a 10-year storm event.
- i. Post Lanterns: Post Lanterns are required by covenants to be on each lot. They are to be placed on the lot within two feet (2') of the front lot line, and preferably near the driveway. All of these lights shall be of the type and size approved by the ECC for use in the Village where the house is to be built. Every light is to be illuminated during all hours of darkness, and controlled by a dusk to dawn switch.

- j. House Numbers: House numbers, as assigned by Frederick County, shall be displayed on every house in accordance with requirements established by the Frederick County Division of Fire and Rescue Services.
- k. Walks: The surface of walks may be of the same texture and material as described for driveways. Texture and color is preferred over plain concrete.

2. **HOUSES:**

- a. Style: There is no preferred architectural style. Architects are encouraged to use their good judgment to produce the best possible solution to fit the Owner's program and the land without preconceived notions of style. Start with the program and fit it to the unique characteristics of the site. The building, and all improvements, will be judged as to whether the standard of *good design* is met. It is to be noted, however, that one of the criteria in judging good design is how well it fits within the context of its neighborhood and the street on which it is located. For a given neighborhood or street, a certain architectural character may be predetermined by the Developer or ECC, in which case the houses therein must fit that character.
- b. Style: There are no minimum or maximum sizes limits. Good design demands that each house, and other building(s), is in contact and sustains the market value of all houses; that is, no house shall be allowed which would, by its appearance, reduce the value of nearby houses. There should be a consistent quality of design. In communities where design is poor and indiscriminate, size and design of some houses can undermine the value of others.
- c. Exterior: All visible parts of the exterior of all buildings shall receive equal attention to design quality. Rear and end walls to which appropriate design attention has not been applied shall not be approved. A house, or row of houses, should look as good from the rear as from the street, This does not mean that the rear has to look like the front, but it must look as good. The all brick front with fancy entrance, trim and shutters, and a rear of ends with cheap looking siding, no trim, no shutters, and plain door should be avoided.
- d. Decks and Porches: Design should be given the same attention as other parts of the house. They should be consistent with the house in detail, color, texture, and other design characteristics.
- e. Colors: Colors are to be subdued, permitting the house to blend into the landscape. Earth tones, those with low brightness and with shading, are preferred for siding and roofs. The body color (the predominant color of the walls) is to be used on the walls, the masonry or concrete foundation above finished grade, and the garage door. Bright saturated wall colors are to be avoided, as are most blues and white or off-white for siding. Roofs should be black, charcoal, or a dark shade of gray, brown, green or red; avoid tan, blue, white, other light colors, unpainted galvanized steel, aluminum, or a color which will call attention to the roof because of its lightness or reflectivity. The second color, used on trim and window frames, nay, but need not be of a slightly different hue, or shade, to that of the body color. An accent color may be used on the main entrance door and maybe of a brighter, more saturated hue, to call attention to it. Gutters and down spouts should be of the same hue as the background against which they are mounted, even if of a slightly different shade or tint. In those instances where a substantial member of houses are to be built forming a street, cul-de-sac, or neighborhood of a consistent unique architectural design, white or other colors may be used if they are an essential part of the design, and upon written approval of the ECC.

f. Siding

Siding may be of a variety of materials: stone, brick, stucco, wood in various patterns and species, high quality vinyl of a profile duplicating that of wood siding, or other materials suitable to the design of the building as may be approved by the ECC. Vinyl or other artificial material must be installed and meet specific standards approved by the ECC. (See Approved Materials, Section B.) Materials which deteriorate rapidly, or which give a low quality appearance, are to be avoided. Plywood as siding shall be used only where the design treatment, such as with battens in a pattern, is found acceptable by the ECC, but Texture 111 and plywood grooved to simulate boards are generally to be avoided. [Advisory: Wood siding which is to receive one (1) coat of stain should be pre-stained by the manufacturer so as to avoid brush laps which occur when siding is stained by brush application after installation. Where more than one (1) coat of paint or heavy-bodied stain is to be applied, brush laps usually are not a problem.] The appearance of brush laps shall require immediate additional applications, since the laps are unacceptable. Since they deteriorate rapidly, "natural" coatings (those intended to retain the natural color of the wood with out the addition of pigment) are not usually acceptable, some species of wood in some locations are neither painted not stained, but are allowed to weather for many years, since in Frederick county, MD most wood species do not weather gracefully, an Owner wishing to leave wood siding uncoated must provide evidence of how the wood will weather – what its appearance will be after a number of years – and if the ECC is convinced that the long term appearance will be satisfactory, it may then be allowed.

g. Fastenings: Fastenings (nails, etc.) shall be of a material which will not rust or bleed, disfiguring the surface. First choice for all exposed nails in siding and trim is stainless steel; second choice is doubled hot dipped galvanized. Electroplated and single dipped galvanized are to be avoided unless the siding is to receive two (2) coats of paint as soon as installed. Fasteners that may rust shall never be used in any place that will be exposed to the weather.

h. Windows and Doors: Windows and Doors are to contain no highly reflective materials other than glass. Aluminum sash and frames must be anodized black, bronze or another dark color. If vinyl or other plastic is used, it should be dark colored, like bronze, dark brown or black. In those instances where a substantial number of houses are built, forming a street, cul-de-sac, or neighborhood of a consistent unique architectural design, white or other colors may be used if they are an essential part of the design, and upon written approval of the ECC.

i. Roofs: Roofs may be of a variety of materials. Cedar shakes of wood shingles, slate, clay tile, painted standing seam steel tern roof, and architectural, (heavy textured) asphalt shingles are all acceptable. Preformed steel or galvalume, if pre-painted with a long lasting coating, is acceptable. All roof types must be consistent with the architecture of the building. Unpainted aluminum or galvanized steel will not be approved.

j. Foundations: Where exposed above final grade, the Designer should give consideration to this part of the house just as he does the rest of the exterior. It must have a finished appearance and must be specified in the application to the ECC. If brick or stone is used on the main parts of the house, it must be carried to below finished grade. Raw concrete or block will not be accepted. If painted, it must be the same hue as the siding above.

k. Service Yards / Sheds / Exterior Storage Structures: Service Yards should be given the same attention as the house design, and should be coordinated with it architecturally. All sheds / Exterior Storage Structures regardless of home type shall be placed on a level surface and be maintained in accordance with LLA covenants regarding exterior maintenance of a home.

1.) Detached Homes: Every single-family house must have a service yard or an exterior space for storage of unsightly utilitarian items, out of sight of the neighbors

in their houses, yards and streets. The Covenants do not allow basements to be used in lieu of service yards. An approved storage shed may suffice. The combined shed and fenced service yard should be at least one hundred (100) square feet in size. Sheds must conform in design, materials, and colors, to the existing home unless concealed under a deck that is completely screened with lattice or like material. Steel, vinyl, aluminum, or other non-wood sheds are prohibited on any viewable part of a lot. In general, shed size is limited to 160 square feet unless applicant requests and receives an exception from the ECC. Space in a garage may substitute for a service yard only if one hundred (100) square feet of the garage is available in addition to one hundred and fifty feet (150) square feet for each vehicle space.

2.) Townhouses

a) Townhouses Enclosed by a Privacy Fence.

Sheds / Exterior Storage Structures may not exceed the height of the privacy fence and must be placed in one of the four corners of the lot. Sheds / Exterior Storage Structures must conform to the color and appearance of the unit and must have either true lap siding or a molded horizontal siding appearance.

b) Townhouses Not Enclosed by a Privacy Fence.

If there is no existing dividing fence on the property, one must be installed. Sheds / Exterior Storage Structures may not exceed the height of the privacy fence. Proposed shed must be screened on two adjacent sides with privacy fence and must conform to the color and appearance of the unit and must have either true lap siding or a molded horizontal siding appearance.

- l. Chimneys and Fireplaces: As to those parts seen from outside the building, shall be of a design acceptable to the ECC, compatible with the design of the house.
- m. TV and Radio Antenna: The ECC will review the placement and color of TV and radio antenna as controlled by LLA Covenants Article VII, Paragraph 18, *“TV Antenna.” No television antenna shall be installed or permitted to remain on any lot or building in the Development more than one month after central cable or similar service is available. No radio transmitter or antenna shall be constructed or permitted to remain on any lot in the Development except by written consent of the Environmental Control Committee.”, as modified by rulings of the Federal Communications Commission (FCC) of the Federal Government. No Satellite dish antenna larger than one meter (39.4”) in diameter of whip antenna longer than twelve feet (12’) will be approved.*
- n. Fences: Fences must be of a design approved by the ECC. Chain link and plain wire fences are not acceptable. To pet proof an acceptable fence, wire may be used on side next to the Owner’s Yard if it is factory or field coated in black or very dark green or brown. Fences may not encumber walkways or infringe on easements adjacent to property lines. The height of the fence will not be any higher than four (4) feet, unless applicant requests and receives an exception from the ECC.
- o. Erosion: Erosion must be controlled to minimize silt loss from the lot and shown on the Site Plan with a Sequence of Construction. This is best accomplished by not disturbing natural existing plant cover. Super silt fence shall be required on any lot as set forth in regulations adopted by the Board of Directors to impede silt discharge during construction, and it must be retained until natural cover is established, after which it shall be removed. Standard silt fence may be used in lieu of super silt fence only when applicant can demonstrate through submitted plans that the majority of the subject property is flat or has very little contour.

p. Solar Panels:

When planning the installation of solar collector systems on an existing house, town-house or new house, particular attention to aesthetic appearance must be addressed. The size of the panels should be proportionate to the proposed roof surface or exterior wall location, as applicable. In addition and subject to applicable laws, these specific guidelines must be met:

- All cables must be installed along the roof, rake, ridge and/or eaves to conceal from view.
- Cable may not be placed across any front elevation of the house.
- Any cable(s) or tubing affixed to siding must be concealed by trim, faux gutter, or conduit that is painted to match the existing siding color.
- Panels, cables, and apparatus related to the operation of the solar collector systems must be maintained for appearance and operational factors. The owner shall be responsible for all such maintenance and related expenses.
- Any additional proposed solar collector systems, beyond those expressly approved by the ECC, must be submitted to and approved by the ECC.
- If any new color or style of shingles is approved by the ECC related to installation of solar collector systems, all roof sections must be replaced to achieve a uniform appearance. If any new color or style of exterior wall covering is approved by the ECC related to installation of solar collector systems, all exterior wall sections must be replaced to achieve a uniform appearance.
- Black solar collector systems are recommended for aesthetic reasons.
- Panels are only permitted to be installed on the surface of a roof or exterior wall of a home or other building approved by the ECC. Temporary or permanent solar collector systems may not be placed in yards on posts or any location other than a roof or exterior wall surface.
- Exterior inverter boxes must be placed next to the existing electric meter and must be screened from view or painted to match the color of the existing siding.
- All panels should be centered on a roof or exterior wall section and/or align with existing windows and other features in order to provide an acceptable aesthetic appearance. Proposed location of panels must be approved by the ECC prior to installation.

NOTE: Installation of solar collector systems (as defined in Section 2-119 of the Real Property Article of the Maryland Code), including solar panels, shall be permitted as provided herein and consistent with Maryland law or then applicable law, if any. Current Maryland law provides that any restriction regarding the installation of solar collector systems cannot be unreasonable, meaning that such restrictions cannot significantly increase the cost of the solar collector system or significantly decrease the efficiency of such system. All of the specifications herein provided are subject to the aforementioned legal limitations related to cost and efficiency, and as such, are generally consistent with the current law. However, because the law regarding solar collector systems is developing and is subject to change or modification, the Board of Directors reserves the right to amend and modify the ECC Guidelines governing installation, maintenance, and use of solar collector systems, which guidelines may be more restrictive than current guidelines.

- q. Other: Other items which will be reviewed by the ECC and must be shown on the plans include; Heat pump, fuel tanks, and air conditions are screened from view; exterior lighting is shielded so as to not be a nuisance to neighbors; flag poles and banners; house numbers conforming to the LLA standards; permanent barbecues and outdoor fireplaces; dog houses and dog runs; docks in or on a lake; signs; play equipment structures and common use structures, among others. These and other structures visible to the neighbors must be submitted for approval.

APPROVED MATERIALS
(if compatible with building design)

A. ROOF

- Hand-split re-sawed cedar shakes
- Architectural, heavy textured asphalt shingles, w/25 yr. Warranty.
- Slate
- Tern metal standing seam, painted an approved color
- Standing seam galvanized steel coated with Kyar or equal of approved color V crimp.
- Concrete or fiber reinforced shingles of approved color and texture. Roof colors: dark, non reflective as black, dark shades of either gray, brown, green, or red, earth and forest colors, natural weathering as on cedar shakes.

Not usually approved: bright aluminum or galvanized steel; lightweight asphalt shingles; aluminum or steel stamped in imitation of shakes or other textures; any material white in color; and "tar paper"; among others to be decided by the ECC.

B. SIDING

- Stone (natural) of an acceptable pattern, or emulated stone if well applied and of a pattern and color acceptable to the ECC.
- Brick of an acceptable color (local reds & salmon generally acceptable.) Wood siding of Cypress, Cedar, or Redwood of other species in patterns of colonial, bevel, German, v-joint, vertical board and batten, board-on-board, of channel rustic; all either finished smooth or rough sawn, painted or stained, all as approved by ECC.
- Stucco or EIFS in an acceptable pattern and color.
- Vinyl siding with the texture and appearance of cedar siding, colors as stated in Section 2., Design Standards. Applicant for vinyl siding must provide documentation and color sample.
 - 1) Siding will meet or exceed nominal Thickness per ASTM D3679 section 4.2.
 - 2) Thickness will be .044" nominal
 - 3) PVC material embossed with texture of wood grain pattern.
 - 4) Vinyl siding will have a 40+ manufacturers warranty.
 - 5) Vinyl siding will be installed based on manufacturers recommended installation instructions, a copy of those instructions will be provided to ECC.

NOT usually APPROVED; Texture T-111 plywood or similar; plywood scored in imitation of plank siding; composition siding in imitating stone or brick; bright aluminum or galvanized steel; raw concrete blocks in common bond; and raw concrete; among other to be decided by the ECC. Clear, transparent coatings applied in an attempt to retain the natural appearance of wood are not encouraged since they fail and must be renewed yearly, unless conclusive evidence is shown to the contrary.

PRE-CONSTRUCTION REQUIREMENTS

1. Owner and builder shall provide sanitary toilet facilities for all workers prior to the start of construction; storage container(s) of adequate size to hold all debris generated on site; and maintain a neat building site. Building materials and storage containers are not to be stored on the road right-of-way, but may be on site or at a location on nearby private property with the prior

written consent of the Owner and of the ECC. Daily cleanup with off-site disposal is preferred, in which case a storage container for debris will not be required.

2. PRIOR to construction, Owner or Builder shall establish, at their expense, a pull-off area of either stone or asphalt on Association right-of-way adjacent to the building lot, or on said lot, to accommodate the temporary parking of construction and delivery vehicles. Such site is to be determined at the time site plans are submitted and approved by the ECC. The pull-off area will not be used for storage of construction material. The road shall be kept open to through traffic at all times and maintained at the same or better condition as existing prior to construction.
3. PRIOR to construction, Owner or Builder shall establish, at their own expense, an entry to the lot covered with permanent paving or #2 stone or larger, in such a manner to prevent the tracking of mud onto roadways, and will install the necessary culvert or concrete driveway plan to allow for the flow of all storm runoff.
4. PRIOR to construction, Owner or Builder shall provide adequate soil erosion and storm water controls to prevent the erosion of soils and sediments from the lot. The Owner or Builder shall maintain the controls during the entire period of construction and post-construction until natural plant materials or retaining structures are adequate to stabilize all soils at which time such controls are to be removed. Super-silt fences are required on all new home building projects. On sites not under a current overall County Soil and Erosion Control (SEC) plan, measures shall be in place and approved by Association Staff prior to any construction.
5. PRIOR to construction, Owner or Builder shall request a pre-construction inspection from the ECC. An agent of the ECC will inspect the site to verify compliance with all approved practices required before construction is started.

CONSTRUCTION REQUIREMENTS

1. Owner and Builder agree to further comply with the following specific requirements during construction:
 - a. The Owner and Builder shall be responsible for supervision of the site, the construction, and all contractors and subcontractors.
 - b. The site will be kept neat. All trash and waste, including land-clearing debris generated on site, will be contained in an approved container(s) until removed from the site.
 - c. No materials will be stored or discarded on adjacent lots, in the Association or public right-of-way, or on Association property.
 - d. All areas inappropriately disturbed, e.g. common property, roads, utilities, etc., will be promptly restored in a manner satisfactory to the Association. Should an adjacent lot private property be damaged by the Builder or Owner, it shall be restored to its original condition, or adequate compensation shall be given to the Owner of the damaged property by the Owner or Builder.
 - e. Hours of construction will be confined to the following:
 - Monday-Saturday 7:00AM to 7:00PM
 - Sunday 12:00PM to 5:00PM
 - f. Exterior mechanical equipment will be screened from view by plantings or enclosures, as approved by the ECC.
 - g. Siding material is to be installed as per Section 8 of the Rules and Regulations, as adopted by the Association.
 - h. Landscaping materials must include a variety of hardwood trees as well as smaller shrubs, and be installed in accordance with the approved landscape plan.

- i. Proper stabilization of disturbed area will occur on site within 14 days of final grade by using temp-seed, permanent seed, Curlex, matting material, or other generally approved stabilization materials.
- j. The mixer drums of ready-mix concrete trucks shall not be cleaned, nor washed out, nor excess concrete be deposited in the LLA PUD. All such activity shall be done outside the LLA PUD. The external chute mounted on the ready-mix truck and the exterior surface of the truck may be washed out on-site provided all concrete scraped or washed for the chute and all water used for the wash-down of the chute and truck exterior will be disposed of on the lot on which the structure is being built and only in locations which will be covered by not less than 18 inches (18") of soil.

The CAC provides for a deposit against damages that may be caused to the Association common property and facilities and/or to protect against the unauthorized removal of trees. PRIOR to the release of this deposit, the ECC shall make an inspection to ensure that no damages have been caused or trees improperly removed. In the event that such damages were caused and/or trees were improperly removed, the Owner shall be provided notice and shall be given an opportunity for a hearing before the Board or the CCC, as applicable. If no hearing is timely requested, the ECC shall be authorized to use the deposit funds to take appropriate corrective action. Notwithstanding the above, in the event of a bona fide emergency no notice and hearing shall be required. However, the ECC shall promptly notify the Owner of the actions taken and funds expended. In the event of violations or non-compliance, further enforcement action may be taken by the Board or the CCC as noted above and as outlined in enforcement procedures adopted by the Board. In addition to the above, in the event damages are caused to the Association's common property that exceed the deposit, the Owner shall be personally responsible for the same and shall indemnify and hold the Association harmless for such damages.

VI. SUBMISSIONS TO THE ECC

GENERAL

All elements of the house exterior, and in view, on the lot must be explained in the submission to the ECC, and are to be reviewed for compatibility. The exhibits submitted must be complete and accurate enough that a Committee sitting around a table will fully understand exactly what the Owner wants to build --- otherwise the wrong judgments may be made to the detriment of the Owner because of miscommunication. Rendered elevations, perspective drawings, and pictures are helpful in communicating ideas, but are not required. All lot improvements and buildings must be completed as approved. Only those parts of structures and other changes, which can be seen from the exterior of the buildings or related to the site, such as doors and windows, need be shown in the submission. The ECC approval does not imply structural adequacy, since it is not concerned with such matters. Builders and Owners must obtain structural advice from others. ECC approval is not a substitute for, or in lieu of, other building codes, rules, and regulations. The codes used by governments at all levels are controlling, and no action by the ECC shall be construed as contravening any other government code.

REQUIREMENTS

1. *Applicant Must Prepare and Submit Plans in Accordance with this Section* – Any owner of any tract of land located within the jurisdiction of the Lake Linganore Association and Environmental Control Committee, who creates a disturbance of land, shall cause a plan of such activity to be made in accordance with the regulations set forth herein.

2. *Approval of Plan Required* - Plans may be submitted to both the Lake Linganore Association Environmental Control Committee and Frederick County Department of Permit Review simultaneously, however, work may commence only upon complete approval by both entities.
3. *Penalties* – Any applicant who violates these regulations shall be subject to the penalties set forth in the governing documents of the Lake Linganore Association.
4. *Discrepancy* – Wherever there is a discrepancy between minimum standards or dimensions noted herein and those contained in the Zoning Ordinance or other official regulations of Frederick County, or other governmental agencies, the more severe standards shall apply.

GENERAL STYLE AND FORM

1. *Provide Information* – Plans shall provide all the pertinent information as to existing site conditions, property ownership, and the like, that may be necessary for the ECC to properly consider the proposed development. This information shall be accurate and reliable.
2. *Plan of Development* – It shall show the general plan of ultimate development for the property. This information should be drawn to scale.
3. *Drawing Material* – It may be drawn in pencil or ink, on a reproducible material, and shall be at a scale no smaller than one inch per 30 feet or as required by the ECC Staff.
4. *Vicinity Map* – It shall include a vicinity map showing the location of the property and its relation to other plat sections, roads, streams, etc., at a scale no smaller than one inch (1”) per 800 feet.
5. *Title Information*
 - a. Plan name to include lot number, village, and street address.
 - b. Names, addresses, and phone number of owner, builder/contractor, and Architect, Landscape Architect, surveyor, or engineer, if any.
 - c. Description of lot location by streets, tract, political subdivision, etc.
 - d. Scale, north point, and date.
 - e. Surveyor’s certification of boundaries and Engineer’s certification when applicable.
 - f. Information as to Existing Physical Conditions.
 - g. Revision block.
6. *Information as to Existing Physical Conditions*
 - a. *Boundaries* – Boundaries of the land being developed in heavy outline, and the acreage therein. The source of horizontal datum shall be included.
 - b. *Topography* – Topographic contours at two (2) foot intervals. The source of the contour data shall be indicated. Contours shall extend fifty (50) feet beyond the lot boundary except across a public road. Existing contours to be shown with dashed lines.
 - c. *Physical Features* – Water courses, wooded areas, floodplains, wetlands, buildings, transmission lines, pipe lines, other utilities, bridges, and any other significant physical items, with the sizes and grades of any water or sewer lines. This includes but is not limited to the following:
 - All trees 6’ and larger in diameter measured at one (1’) foot above ground.
 - All other significant features of the lot, such as rock outcroppings, drainage swales, good views, etc.

- Adjacent common property
 - Trails and waterways
 - Water or sewer line if within one hundred (100') feet of lot or to be impacted by development.
 - Nearest wall of existing building (or those proposed by the applicant) on adjacent lots.
 - Rock outcroppings with description of plans to mitigate such if in the footprint of the construction. Blasting is not recommended if near existing dwellings and Builder shall be obligated to prove the need for blasting and provide a plan to mitigate the risks.
 - Government required flood plain and wetlands with setbacks and/or buffers, if any.
- d. Streets and Roads – Locations, widths, and names of all existing roads, any street that bounds it; including those recorded but unimproved (shown by dotted lines); alignment of the centerline of the drainage ditch along the road or lot lines; elevations of the centerline of the road opposite the front corners and opposite the centerline of the driveway; utility, or other rights-of-way or easements; parks, and other public spaces; subdivisions, lots, and property lines; the locations and outlines of permanent buildings; the owner names, liber and folio of all adjoining property.

7. Information as to Proposed Site Improvement

- a. Proposed Topography – Proposed topographic contours at two (2) foot intervals, shown with solid lines, and spot MSL elevations at critical points in the plan. Trees and natural vegetation to be cleared for the house location and areas of the lot to remain undisturbed.
- b. Environmental:
- Stormwater - Managed stormwater flow over the finished lot and points of discharge at the lot lines if concentrated, as in pipes and ditches, proposed path of stormwater to drainage or stream on common property, impact and proposed mitigation for common area, and sediment and erosion control measures. Applicant must submit a pre-certification by a civil engineer licensed in the State of Maryland that all storm water flow on the lot and/or being received on the lot has been calculated for a ten year (10) storm event and will have safe conveyance across the lot and at the point of discharge from the lot so there is safe conveyance even at the concentrated point of release. (See Section V, Item 1, Paragraph F)
 - Existing Trees – Proposed temporary and permanent protection for minimizing damage of root systems of trees ten (10") inches or more in diameter at breast height, in areas where the root system may be disturbed by ditching, excavation, or construction activity. For this purpose the root system shall be assumed to be at the drip line of the canopy above, or fifteen (15') feet from the tree trunk, whichever is the greater dimension.
 - Sediment and Erosion Control – SEC general notes, details of SEC devices, SEC measures, and SEC Specifications and details shown.

c. Construction:

- House Locations - House locations with foundation walls to scale. (It is not necessary to show interior room arrangements, but it is desirable to show locations of room uses within the outline of the building to foster better understanding by the ECC of the intended construction.) Parcels of land intended to be conveyed or temporarily reserved for public use or for the joint use of property owners, with an explanation of the provisions or conditions of such conveyance or reservation and the proposed arrangements for ownership and maintenance.
 - MSL Elevations – MSL elevations of finished basement, entry foyer, and main floor based on the same datum as the contours of existing grades.
 - Accessory Amenities – Patios, porches, terraces, walks, stoops, exterior stairs, retaining walls, fences, storage tanks, utility pedestals, AC or heat pumps, service yard, accessory buildings and similar improvements, to scale with MSL elevations of these features and of finished floors and of other significant features.
 - Driveway – Driveway to scale, with centerline elevations at all critical points; drainage pipes, at the centerline of the drainage swale alongside the street if required by site conditions. Show pipe invert elevation and its diameter, or cross section dimensions of elliptical “squash” pipe. Flare driveways on a seven (7’) foot radius or seven (7’’) foot triangle for the apron at the street paving. (See the most current LLA Road Standards for required apron characteristics.)
- d. Utilities – Locations of existing and proposed utilities and drainage facilities, locations of connections to mains off-site, and areas to be cleared for their construction.
- e. Building Setback – Proposed building lines along all streets, with the amount of setback indicated.
- f. Description of Improvements – General description of structures, driveway, sediment and erosion control and other improvements proposed to be installed.

8. Graphic Information

- a. Boundaries – Exact boundaries of the lot area with dimensions to hundredths of a foot and bearings to half-minutes. These boundaries may be determined from existing plats of record.
- b. Bearings and Distances – Bearings and distances to the nearest recorded property corners or other monuments which shall be accurately described on the plat.
- c. Adjoining Owners – Names and locations of adjoining subdivisions and the locations and ownership of adjoining un-subdivided property.
- d. Adjoining Roads – Exact locations, width, and name of each existing or recorded road or street adjoining or intersecting the boundaries of the tract.
- e. Engineering Data – The exact length and width of every road, street, alley, easement, or other public or private way within the tract, with the length and bearing of every tangent, length of arcs, radii, internal angles, point of curvature, and any other necessary

engineering data; with the names of such ways, and the purpose of easements or other ways. Accurate location of every lot line with its dimension to hundredths of a foot and bearings to minutes, except that this data need not be repeated on a series of parallel lines or lines of the same length.

- f. Setback Lines – Minimum building setback lines on all lots and other sites.
- g. Public/Association Lands – Accurate outlines or any areas dedicated or reserved for public use, or for any other purpose except sale, with the purpose indicated.
- h. Lot Area – Accurate area of each lot or parcel, other than public ways.
- i. Drainage Lines– Existing and relocated courses of any water or drainage flow arrows; courses traversing the tract, with the right-of-way or easement lines provided therefore. The above include downspout outfalls. Drainage lines must be designed to have no impact on or over LLA common area (outside of roads and ditches) such as trails, paths parks or playgrounds. Drainage flow shall have safe conveyance beyond trails and paths.

9. Certificates and Other Information

- a. Design Certification– Certificate and signature of the designer to the effect that the plan and proposed design is correct and represents the proposed improvements to the property.
- b. ECC Approval – A space shall be provided for Certificate of Approval by the Environmental Control Committee.
- c. Engineer’s Post Runoff Certification – Calculations and signature of the engineer that the stormwater runoff information is correct, if applicable. Shall be in accordance with a 10 year storm event.
- d. Engineer’s Pipe Size Certification – Calculations and signature of the engineer that the pipe and drainage ways are correct, if applicable. Shall be in accordance with a 10 year storm event.

A. THE SITE PLAN SUBMITTED

Site plan must show all of the following information on a drawing at a scale not to exceed 1” = 20’ (All references to “elevations” on site plans refer to feet above mean sea level (MSL) based on USGS datum.)

- 1. Existing, (use dashed lines) and proposed final contours (shown with solid lines) at vertical intervals of two feet (2’) or less, and spot MSL elevation at critical points in the final plan to include 50’ offset all lot lines.
- 2. All trees 6” and larger in diameter measured at one foot (1’) above the ground.
- 3. All other significant features of the lot, such as rock outcroppings, drainage swales, significant views, etc.
- 4. Trees and natural vegetation to be cleared for the house location, areas of the lot intended to remain undisturbed.
- 5. Proposed location of the underground utilities and location of connections to mains off-site, and areas to be cleared to enable their construction.

6. House location with foundation walls to scale. It is not necessary to show interior room arrangements, but it is desirable to show locations of room uses within the outline of the building to foster better understanding by the ECC of intended construction.
7. MSL elevations of finished basement, entry foyer, and main floor based on the same datum as the contours of existing grades.
8. Patios, porches, terraces, walks, stoops, exterior stairs, retaining walls, fences, storage tanks, utility pedestals, AC or heat pumps, service yard, accessory buildings and similar improvements, to scale and with MSL elevation of these features and of finished floors and of other significant features.
9. Lot lines with dimensions and bearings; adjacent common property; trails and walkways; water line if next to a lake; street location and width; alignment of the centerline of the drainage ditch along the road; and elevations of the centerline of the road opposite the lot front corners, and opposite the centerline of the driveway. (Government requirements regarding flood plain and wetlands, if any, must be shown.)
10. Driveway to scale, with centerline elevations at all critical points; drain pipe, at the centerline of the drainage swale alongside the street if required by site conditions. Show pipe invert elevation and its diameter, or cross section dimensions of elliptical "squash" pipe. Head walls are required on all pipes under driveways within the street right-of way. Flare driveways on a seven foot (7') radius or seven foot (7') right triangle for the apron at the street paving. (See most current LLA Road Standards for required apron characteristics.) An Engineer's Certification of adequate pipe size shall be shown on the Site Plan.
11. Managed storm water flow over the finished lot and points of discharge at the lot lines if concentrated, as is pipes, ditches, and the proposed path of storm water to a drainage ditch or stream on common property. If not part of a current valid County SEC or SWM plan, provide the following: Drainage Area Map, Pre- Runoff Data, and Post Runoff Data, or an Engineer's Certification that post runoff does not exceed pre-runoff.
12. Proposed temporary and permanent protection for minimizing damage of root systems of trees ten inches (10") or more in diameter at breast height, in areas where the root systems may be disturbed by ditching, excavation, or construction activity. For this purpose the root system shall be assumed to be at the drip line of the canopy above, or fifteen feet (15') from the tree trunk, whichever is the greater dimension.
13. Post lantern location and type.
14. North arrow, lot number, village, street address; name, address and phone number of the house Architect, the landscape Architect, the Engineer, the Owner, the Builder, if he/she has been selected, plus date and scale. If revised, dates of revisions are to be included in the title block.
15. Nearest wall of existing buildings (or those proposed by the applicant) on adjacent lots.
16. Additional required plan items:
 - General SEC Notes (Applicable County Notes)
 - Design Certification (Modified County Plan)
 - Construction Sequence
 - Details of Sediment Control Devices
 - Disturbed Area delineated, i.e., Limits of Disturbance
 - All proposed improvements
 - All Sediment Control measures shown and labeled
 - All proposed and existing contours
 - Scale
 - Adjacent property owners
 - Title information
 - Date

- Owner/Developer/Builder addresses and telephone numbers
- Specifications and details when applicable
- Drainage area shown
- Any proposed storm drainage structures, if applicable
- Pipe material
- Structure schedule, if applicable
- Pipe schedule
- Storm drain easements and widths shown
- Open channel details (Cross-sections, profiles and computations may be required)
- Rip Rap (Calculations and details may be required)
- All storm sewer, sanitary sewer, and other easements shown within 50' of the lot
- North arrow and datum
- Vicinity map
- Drainage arrows where designed
- Walks, trails, roads and common property within 50' of lot or potential adversely impacted by construction
- Items shown on a current valid County SEC/SWM Plan may be waived by Association Staff
- Floodplain and buffers (if applicable)
- Wetlands and buffers (if applicable)

B. BUILDING ELEVATIONS (view of each of the four (4) sides)

Drawings shall be at scale of ¼ inch per foot is preferred, but 1/8 inch per foot minimum on the ends and rear may be acceptable if all significant details and features as they will be seen by persons anywhere outside the house are shown on the drawings, provided, nevertheless, that the ECC may require a scale of ¼ inch or larger per foot on any elevation in a particular case for which it deems it to be necessary to present information accurately and adequately. The elevations shall include all attachments and accessory structures attached to the house, such as retaining walls, decks, porches, etc., as well as the final finished grade next to each wall, all to be accurately represented. Accessory buildings and fences are to be similarly shown. Note the type of siding to be used on each elevation, as well as the treatment of any exposed foundation or basement wall. Colors may be shown thereon or on a separate schedule. Rendered elevations, photographs, and perspective drawings, though not required, would be helpful in informing the ECC, particularly when innovations and unusual features are proposed.

C. FLOOR PLANS

Working drawings shall be at one-quarter inch (1/4") per foot scale. Working drawings at that scale are acceptable if they show all of the required information. Floor plans of each floor need only show features affecting the exterior appearance of the building, such as exterior doors and windows, porches, and decks, etc. If the room plans are not shown, note the use of the various areas of the plan. (i.e.: LR, DR, K, BR, etc.) If this information for the lowest floor or basement is shown in the site plan, it need not be repeated on another sheet. Preliminary plans are acceptable if all information needed by the ECC to evaluate the application is shown, and if the final construction drawings accurately follow the plans approved by the ECC. Final construction drawings may also be used in the submission, without duplicating information otherwise shown. If two (2) or more levels connect to the final grades, (two (2) or three (3) floors with exterior access to grade) information not shown on the site plan because it shows only the lowest floor, must be shown on each plan where exterior improvements attach at that level, such as stoops, walks, decks, etc. In some cases this may be shown on the site plan with the use of cuts through the plan, enabling two (2) levels to be shown within the same wall outline.

D. LANDSCAPE PLAN

A plan showing proposed landscaping, with names of plant types and varieties, areas to be seeded or planted to ground covers, and trees to be planted. This may be on a separate sheet or on the site plan. Where flowering or street trees are pre-selected by the ECC for a street, neighborhood, or village, part of the landscape planting shall be of the species, variety, and size so selected. Unless otherwise approved by the ECC, at least one-half (1/2) of one percent (1%) of the total market value of the property subject to a minimum of \$750.00 shall be expended for landscaping of wooded or substantially wooded lots. At least one percent (1%) of the total market value of the property subject to a minimum of \$1,500.00 shall be expended for landscaping of non-wooded or slightly wooded lots. Landscaping shall mean the installation of trees, permanent shrubs, ground cover, planting beds, terraces, or tree wells; but shall not include lawn, mulch, temporary or annual plantings, fences, or construction to control drainage. Total market value of the property shall be the market value of the lot and improvements. All landscaping under this provision shall be in place within the first month of the next growing season following substantial completion of the construction authorized. All planting material must survive one (1) growing season or be replaced by the Owner.

1. Minimum Criteria for Landscape Plantings – The minimum landscaped areas, or retained existing vegetation on an individual lot shall not be less than 20% of the land area (not including the square footage of the house structure) of the lot.

E. SCREENING UTILITY PEDESTALS

In those cases where the electric and phone company “pedestals” occur on a lot, they should be screened with shrubs, a fence, or a wall in accordance with utility easement requirements.

MULTIPLE LOTS AND REPEATED DETAILS

A. PREVIOUS MODELS

Where the same house, already approved, is to be repeated on other lots, the site plan and exterior elevations will be required, nevertheless, for each lot. Floor plans may be included by reference to those previously approved. Significant changes must be submitted. Repeated details such as deck, railings, siding, roofing, etc., may be included by reference to those previously approved by the ECC. If the Builder is to avail him/herself of reference to previously approved plans, and details, he/she should provide copies to be kept by the ECC in the particular Builder’s “Master Plan & Detail File”, and thereafter this master file can be referred to. Builders of multiple houses are advised to have a variety of color schemes and exterior materials approved for inclusion in his/her Master file and thereafter referred to relative to each house.

B. MULTIFAMILY HOUSING

Where more than one (1) dwelling is in a building, and townhouses are to be handled somewhat differently. Site plans as described above are required, but a complete building or row of townhouses are to be on one (1) drawing. An additional sheet may be required, at a smaller scale (such as twenty feet to one inch, (20’/1”)) to show all buildings in the project as they relate to each other, parking, drives, drainage, and other elements of design which may be represented in this way. All of the information required for single-family homes must be included in multifamily submissions.

C. COMMERCIAL BUILDINGS

Commercial and community improvements shall meet the same level of quality in architectural and site design as expressed above for houses, while recognizing the need for flexibility in adapting to different uses.

VII. ADDENDUM TO ECC GUIDELINES

PURPOSE

The purpose for this addendum is to establish specific guidelines for certain villages within the Lake Linganore at Eaglehead PUD that have been partially developed. Whereas the scope of Lake Linganore at Eaglehead ECC guidelines is applicable throughout the entire PUD, certain villages have additional restrictive covenants that impact the overall design and appearance of that village. All LLA ECC guidelines will apply to the villages referenced below in addition to those specific requirements listed in this addendum.

A. WOODRIDGE VILLAGE GUIDELINES

All LLA ECC Guidelines are applicable in this village with the following additional requirements:

1. Minimum Square Footage – Homes in this village must be designed to a 2,500 square foot minimum of livable space. This does not include porches, decks, patios, out buildings or unfinished basements.
2. Architectural Style – The design of homes must be consistent with those throughout the village.
3. Garage Specifications – All homes in this village must have a minimum of a two-car garage. Single or dual garage doors are acceptable given the house design is consistent with those of surrounding homes in this village.
4. Developer Approval – The developer of this village (currently Land Stewards, LC) has the authority to initially approve or reject exterior design plans prior to final review by the Lake Linganore ECC. Plans approved by the developer may not necessarily be approved by the LLA ECC and may require further revision with the exception of the developers two merchant builders whose designs have been previously approved by the developer. Any adequate application not acted upon by the Developer within fifteen (15) days after it is received shall be considered approved with the same effect as though approval were given in writing by the Developer upon which time, LLA ECC will proceed with it's review process.

B. ASPEN VILLAGE GUIDELINES

All LLA ECC Guidelines are applicable in this village with the following additional requirements:

1. Minimum Square Footage – Multi level homes in this village must be designed to a 2,000 square foot minimum of livable space. Single level homes in this village must be designed to a 1,800 square foot minimum of livable space. This does not include porches, decks, patios, out buildings or unfinished basements.
2. Exterior Walls – Exterior wall finishes must consist of a minimum eighty percent (80%) brick, stone, or combination thereof. Remaining exterior wall finishes may be of wood, stucco, or other natural material as approvable in accordance with prior written approval of the ECC. Aluminum, steel, plywood, (e.g. T-111) or other manufactured siding is not permitted. Vinyl products are only permitted upon approval by the ECC.

3. Garage Specifications - All homes in this village must have a minimum of a two –car garage.
4. Modular Homes – Modular or manufactured homes are not permitted in this village without prior written approval of the ECC.
5. Driveways – Off street parking facilities and driveways shall be constructed of blacktop, brick, or cobblestone only. Light colored concrete, gravel, and unpaved driveways are prohibited.
6. Mail and Newspaper Boxes – Mail and newspaper box design must be approved by the ECC and as regulated by the U.S. Postal Service.
7. Tree Removal – LLA ECC guidelines apply to this village with the exception that NO Dogwood trees of any size may be removed without prior written approval from the ECC.
8. Clotheslines – Clotheslines are prohibited in this village.
9. Fences – Metal, vinyl, and rubber fencing materials are prohibited in this village. Fencing materials shall be natural in appearance and installed only with the prior written approval of the ECC.
10. Pools – Above ground pools are prohibited in this village. In-ground pools must be installed pursuant to a plan submitted to and approvable by the ECC.

ARTICLES OF INCORPORATION
OF
LAKE LINGANORE ASSOCIATION, INC.

FIRST: This is to certify that we the subscribers, J. William Brosius, whose post office address is 431 Carrollton Drive, Frederick, Maryland, Louis J. Brosius, whose post office address is 431 Carrollton Drive, Frederick, Maryland, and James McSherry, whose post office address is 100 West Church Street, Frederick, Maryland, all being at least twenty-one years of age, do under and by virtue of the General Laws of the State of Maryland authorizing the formation of corporations, associate ourselves with the intention of forming a Corporation by the execution and filing of these Articles.

SECOND: That the name of the Corporation is:
LAKE LINGANORE ASSOCIATION, INC.

THIRD: The Corporation is organized, and shall be operated, as a non-profit membership corporation, no part of the net earnings of which shall inure to the benefit of any member or individual. The purpose for which the Corporation is formed are to promote the health, safety, and welfare of the residents within that area of land shown and laid out on the plat entitled "Eaglehead, Pinehurst Section No. 1" recorded on November 4, 1968 in Plat Book No. 5, folio, 150, one of the Land Records of Frederick County, Maryland, and such additions thereto as may hereafter be brought within the jurisdiction of this Corporation by annexation as provided in Article VII herein, which lands and additions there to are hereinafter referred to as "the Development" and for this purpose to:

a. Own, acquire, build, operate and maintain recreation parks, dams and lakes, playgrounds, swimming pools, golf courses, commons, roads and streets, footways, including buildings, structures, personal properties incident thereto, hereinafter referred to as "the common properties and facilities".

b. Acquire, own, construct buildings or other structures upon and otherwise improve, mortgage, lease

or sell any real estate within the Development for the purpose of adding to or reducing the common properties or otherwise carrying out the objectives of the Association.

c. Provide exterior maintenance for the lots and homes within the Development.

d. Provide garbage and trash collection.

e. Provide fire and police protection

f. Clean up unkempt lands or trees.

g. Supplement municipal services.

h. Fix assessments or charges to be levied against the Development.

i. Enforce any and all covenants, restrictions and agreements applicable to the Development.

j. Insofar as permitted by law, to do any other thing that, in the opinion of the Board of Directors will promote the common benefit and enjoyment of the residents of the Development.

The enumeration of the powers of the Corporation set forth in the preceding sub-paragraphs is made in furtherance, and not in limitation, of the powers conferred upon the Corporation by law.

FOURTH: The post office address of the principal office of the Corporation in this State is 431 Carrollton Drive, Frederick, Maryland 21701. The resident agent of the Corporation is James McSherry, whose post office address is 100 West Church Street, Frederick, Maryland. Said resident agent is a citizen of the State of Maryland and actually resides herein.

FIFTH: The Corporation is not authorized to issue any capital stock. It should have two clauses of voting membership as follows:

Class A. Every person or entity who is a record owner of a fee, condominium unit, or leasehold subject to a standard Maryland ground rent in any Lot or Living Unit which is subject by covenants of record to assessment by this Corporation, provided that any such person or entity who holds such interest merely as security in performance of an obligation shall not be a member. Class A members shall be entitled to one vote for each Lot or Living Unit in which they hold the interest required for membership in this Corporation.

When more than one person holds such interest or interests in any Lot or Living Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot or Living Unit.

Class B. The Class B member shall be Liganore Corporation, a Maryland Corporation or successor. The Class B member shall be entitled to five votes for each Lot or Living Unit in the Development in which it holds a fee, or undivided fee, interest. This Class B membership shall cease and be converted to Class A membership on January 1, 1979, or earlier upon the written election of the Class B member to make such conversion.

SIXTH: The number of directors of the corporation shall be five (5) which number may be increased or decreased pursuant to the bylaws of the corporation, but shall never be less than three (3); and the names of the directors who shall act until the first annual meeting or until their successors are duly chosen and qualify are J. William Brosius, L.J. Brosius, Joseph Urie, Lois Routzahn, and James McSherry. At the first election the two directors receiving the highest number of votes shall be elected for two years and the remaining three shall be elected for one year. Thereafter all directors shall serve for terms of two years. Any ballot for election of Directors having fewer votes cast than the number of Directors posts being voted upon shall be invalid and shall not be counted.

SEVENTH: Additions to the properties described in Article III may be made only in accordance with the provisions of the recorded covenants and restrictions applicable to said properties. Such additions, when properly made under the applicable covenants, shall extend the jurisdictions, functions, duties and membership of this Corporation to such properties. Where the applicable covenants require that certain additions be approved by this Corporation, such approval must have the assent of two-thirds of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be mailed to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

EIGHTH: Subject to the provisions of the recorded covenants and restrictions applicable to the properties described in Article Third hereof and to the extent permitted by law, the Corporation may participate in mergers and consolidations with either non-profit corporations organized for the same purposes, provided that any such merger or consolidation shall have the assent of two-thirds of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be mailed to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

NINTH: The Corporation shall exist perpetually.

TENTH: The Corporation may be dissolved only with the request given in writing and signed by the members, entitled to cast two-thirds of each class of its membership. Written notice of a proposal to dissolve, setting forth the reasons therefore and the transposition to be made of the assets (which shall be consonant with Article ELEVENTH hereof) shall be mailed to every member at least ninety (90) days in advance of any action taken, and simultaneously to the County Commissioners and the Planning and Zoning Commission of Frederick County.

ELEVENTH: Upon dissolution of the Corporation, the assets, both real and personal of the Corporation, shall be dedicated to an appropriate public agency or utility to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Corporation. 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 purposes as nearly as practicable the same as those to which they were required to be devoted by the Corporation. No such disposition of this Corporation's properties shall be effective to divest or diminish any right or title of any member vested in him under the recorded covenants and deeds applicable to the Development unless made in accordance with the provisions of such covenants and deeds.

TWELFTH: The Corporation shall not engage in any of the prohibited transactions described in Section 503 (c) (3) of the Internal Revenue Code as now in force or afterwards amended.

THIRTEENTH: The Corporation shall not unreasonably accumulate income within the meaning of Section 504 of the Internal Revenue Code as now in force or afterwards amended.

FOURTEENTH: The Corporation is organized to serve public interests. Accordingly, it shall not be operated for the profit of private interests or persons controlled directly or indirectly by such private interests.

FIFTEENTH: The Corporation shall not be operated for the primary purpose of carrying on an unrelated trade or business as defined in Section 513 of the Internal Revenue Code as now in force or afterwards amended.

SIXTEENTH: No compensation shall be paid to any officer, employee, trustee, creator or organizer of the Corporation or substantial contributor to it except as a reasonable allowance for the services actually rendered to or for the Corporation.

IN WITNESS WHEREOF, we have signed these Articles of Incorporation on July 15, 1968.

WITNESS:

All Signatures on file at Lake Linganore Association Office

| | | |
|---------------------------|-----------------------------|--------|
| _____ Lois M. Routzahn | _____ J. William Brosius | (SEAL) |
| _____ Lois M. Routzahn | _____ Louis J. Brosius | (SEAL) |
| _____ Evelyn S. Aumen | _____ James McSherry | (SEAL) |

STATE OF MARYLAND, FREDERICK COUNTY, TO-WIT:

This is to certify that on July 15, 1968, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared, J. William Brosius, Louis J. Brosius and James McSherry and severally acknowledged the foregoing Articles of Incorporation to be their respective act.

WITNESS my Hand and Notarial Seal.

Signature on file at Lake Linganore Association office

Notary Public
Evelyn S. Aumen

Lake Linganore Association Inc.

Covenants

This booklet is a compilation of the recorded Conditions, Covenants, Restrictions, Easements and Charges Affecting the Real Property Known as Eaglehead, as recorded on November 6, 1968 [Book 793, Page 370], June 16, 1971 [Book 850, Page 248], and December 9, 1974 [Book 952, Page 530]. These documents are recorded in the office of the Clerk of the Court, located at the Frederick County Courthouse on West Patrick Street in downtown Frederick, MD.

Reprinted August 2003

Lake Linganore Association Covenants

ARTICLE I: Property subject to this declaration, additions thereto

ARTICLE II: Definitions

ARTICLE III: Membership and voting rights in the association

ARTICLE IV: Property rights in the common properties

ARTICLE V: Covenant for maintenance assessments

ARTICLE VI: Environmental Control Committee

ARTICLE VII: General covenants, restrictions and easements applying to all areas of the
development

ARTICLE VIII: Special restrictive covenants applicable to all single family residential
lots in this section

ARTICLE IX: Special restrictive covenants affecting waterfront lots

ARTICLE X: Enforcement of covenants

ARTICLE XI: General provisions

**DECLARATION
of
Conditions, Covenants, Restrictions, Easements and Charges
Affecting the Real Property Known as**

Eaglehead

Which is situated in the County of Frederick, State of Maryland.

THIS DECLARATION made this 9th day of December, 1971 by Linganore Corporation, and Maryland Corporation, hereinafter called the Declarant.

WITNESSETH:

WHEREAS, Declarant is the owner of the real property described in Article I of the Declaration and desires to create thereon a community, primarily residential in nature but with some provision for commercial uses, with a community lake, open spaces, roads, bridle paths and other common facilities for the benefit of the said community; and

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in said community and for the maintenance of said lake, open spaces, streets, paths, bridal trails and other common facilities; and, to this end, desires to subject the real property described in Article I, together with such additions as may hereafter be made thereto to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which are for the benefit of said property and for each owner thereof, and shall inure to the benefit of and pass with said property, and each and every parcel thereof, and shall apply to and bind the successors in interest of any owner thereof; and

WHEREAS, Declarant has deemed it desirable for the efficient preservation of the values and amenities in said community, to create an agency to which should be delegated and assigned the powers of maintaining and administering the community properties and facilities, and administering and enforcing the covenants and restrictions, and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Declarant has incorporated, as a non-profit corporation under the laws of the State of Maryland, LAKE LINGANORE ASSOCIATION, INC. for the purpose of exercising the functions aforesaid.

ARTICLE I
PROPERTY SUBJECT TO THIS DECLARATION.
ADDITIONS THERETO.

1. **Development.** The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in New Market and Mount Pleasant Election Districts, Frederick County, Maryland and is more particularly described as follows

All of that project known as Lake Linganore at Eaglehead (save and excepting herefrom those portions heretofore sold and transferred by deeds of record) as described by metes and bounds following: [refer to the 1973 Master Plan]

All of which property shall hereinafter be referred to as "The existing development."

2. **Additions to Development.** The Declarant may subject additional lands to this Declaration by recording a supplementary declaration of covenants and restrictions with respect to the additional property which shall extend the scheme of the covenants and restrictions of this Declaration to such property. Such supplementary declaration may contain such additions to and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the scheme of this Declaration. In no event, however, shall such supplementary declaration revoke, modify or add to the covenants established by this Declaration as applicable to the existing development.
3. **Mergers.** Upon a merger or consolidation of the Association with another association as provided in its Article of Incorporation, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall affect any revocation, change or addition to the covenants established, by this Declaration as applicable to the existing development except as herein provided.
4. **"Reserved" or "Excluded" Parcels.** Parcels marked "Reserved" or "Excluded" on the Record Plat shall not be subject to the limitations of Article VIII.

ARTICLE II DEFINITIONS

The following words when used in this Declaration or any supplemental declaration (unless the context shall prohibit) shall have the following meanings:

- a. **Association** shall mean and refer to the Lake Linganore Association, Inc.
- b. **Common Properties** shall mean and refer to those areas of land shown on the recorded subdivision plat of the existing development and intended to be devoted to the common use and enjoyment of the owners of existing development.
- c. **Lot** shall mean and refer to any plot of land shown upon any recorded subdivision map of the development with the exception of Common Properties as heretofore defined.
- d. **Living Unit** shall mean and refer to any portion of a building situated in the existing development designed and intended for use and occupancy as a residence by a single family.
- e. **Multifamily Structure** shall mean and refer to any building containing two or more Living Units under one roof except when each Living Unit is situated upon its own individual lot, and shall not include servants quarters in a residence.
- f. **Owner** shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title, or the leasehold interest under a standard Maryland ground rent or under a Condominium (Horizontal Property Regime), to any Lot or Living Unit situated in the existing development but not withstanding any applicable theory of the mortgage, shall not mean or refer to the mortgage unless and until such mortgage has acquired title pursuant to foreclosure or any proceedings in lieu of foreclosure.
- g. **Member** shall mean and refer to all those Owners who are members of the Association as provided in Article III, Section I, hereof.
- h. **Water Front Lot** shall mean a lot separated from Lake Linganore or any other body of water only by a strip of land owned or to be owned by the Association, with no other privately held land intervening between such lot and the edge of the Lake or body of water.
- i. **Developer** shall mean the person, company or corporation subdividing the land into lots, installing streets and other facilities and selling lots.
- j. **Leasehold** shall mean and refer only to a leasehold subject to a standard Maryland ground rent.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

1. **Membership.** Every person or entity who is a record owner, as defined in Section II, of any Lot or Living Unit, provided that any such person or entity who holds such interest merely as a security for that performance of an obligation shall not be a member.

Use of the facilities is limited to members of the Home Owners Association and their dependents as defined in Section 152 of the Internal Revenue Code of 1954, as amended. Each purchaser of a lot shall be entitled to become a member of the Home Owners Association in accordance with the rules of such Association. However, should a lot be purchased by co-owners (other than by a husband and wife or two persons, one of who is a "dependent" of the other) then such co-owners must determine among themselves which co-owner (and his dependents) shall be entitled to membership privileges, and they shall deliver to the seller a writing signed by the co-owners of the property to the effect that they agree that the person named in such writing (and his dependents) shall solely be entitled to membership. Such an election may be revoked at any time by the execution and delivery of a similar subsequent document naming another co-owner as the party to whom membership privilege is to attach. [*As revised June 16, 1971, Book 850, Page 249*]

2. **Voting Rights.** The Association shall have two classes of voting membership.

Class A. Class A members shall be those owners defined in Section 1 with the exception of the Declarant. Class A members shall be entitled to one vote for each Lot or Living Unit in which they hold the interests required for membership by Section 1. When one or more persons hold such interest or interests in any Lot or Living Unit all such persons shall be members, and the vote for such Lot or Living Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot or Living Unit.

Class B. The Class B member shall be the Declarant or its successor or any grantee, to whom the Declarant may convey the Declarant's entire remaining interest in the existing development. The Class B member shall be entitled to five votes for each lot in which it holds the interest required by Section 1 (and for every Living Unit in any multifamily structure owned by it) provided that the Class B membership shall cease and become converted to Class A membership on 1 January, 1979, or earlier upon the written election of the Declarant, or successor or grantee as aforesaid to make such conversion.

For purposes of determining the votes allowed under this Section, when Living Units are counted, the lots upon which Living Units are situated shall not be counted.

ARTICLE IV
PROPERTY RIGHTS IN THE COMMON PROPERTIES

1. **Member's Easements of Enjoyment.** Subject to the provisions of Section 3, every Member shall have a right and easement of enjoyment in and to the Common Properties (which Common Properties shall be used for the purposes designated in the Record Plat) and such easement shall be appurtenant to and shall pass with the title of every Lot or Living Unit. Legal title to the Common Properties specifically including all platted streets and paths, but not limited thereto, is retained by Declarant.

2. **Title to Common Properties.** The Declarant may retain the legal title to the Common Properties until such time as it has completed improvements thereon and until such time as, in the opinion of the Declarant, the Association is able to maintain the same but, notwithstanding any provision herein, the Declarant hereby covenants, for itself, its heirs and assigns, that it shall convey the Common Properties to the Association not later than 1 January, 1979.

3. **Extent of Member's Easements.** The rights and easements of enjoyment created hereby shall be subject to the following:
 - (a) The right of the Association, as provided in its Articles and By-laws, to suspend the enjoyment rights of any member for any period during which any assessment remains unpaid, and for any period not to exceed ninety (90) days for any infraction of its published rules and regulations; and

 - (b) The right of the Association to charge reasonable admission and other fees for the use of Common Properties; and

 - (c) The right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members, provided that no such dedication or transfer, determination as to the purposes or as to the conditions thereof, shall be effective unless approved by the vote of two-thirds (2/3) of each class of membership who are voting in person or by proxy at a meeting duly called for this purpose, and unless written notice of the proposed agreement and action thereunder is sent to every member at least ninety (90) days in advance of any action taken, and simultaneously to the County Commissioners and the Planning and Zoning Commission of Frederick County.

ARTICLE V
COVENANT FOR MAINTENANCE ASSESSMENTS

1. **Creation of the Lien and Personal Obligation of Assessments.** Each owner of any Lot or Living Unit by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay the Association: (1) annual assessments or charges; (2) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment together with such interest thereon and costs of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. Declarant shall not be required to pay such assessments or charges for vacant lots nor on dwelling units owned by Declarant as the developer, except and unless Declarant owns dwelling units from which rents are being received by Declarant, in which event Declarant shall pay assessments for each such rented dwelling unit on a basis equal with other lot and dwelling owners

2. **Purpose of Assessments.** The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, property values and welfare of the residents of the Development in particular for the improvement and maintenance of properties, services, roads and facilities devoted to this purpose and related to the use and enjoyment of Common Properties and of the homes situated in the Development, including but not limited to, the payment of taxes and insurance thereon and repair, replacement, and additions thereto, and for the cost of labor, equipment, materials, management, operational expenses and supervision thereof.

3. **Road Maintenance Fund.** From the assessment levied and collected by the Association, the Association shall set aside each year an amount equal to one thousand dollars (\$1,000.00) for each mile of completed paved road owned by the Association as of December 31, of the preceding year. The amount so set aside shall be designated the "Road Maintenance Fund" shall be kept segregated from other funds of the Association; and shall be used only for the purpose of maintaining, repairing or replacing the completed paved roads owned by the Association and the improvements incidental thereto, including, but not limited to, bridges, culverts, drains, shoulders, landscaping, seeding and mowing of land adjacent to the paved road and within the road easement area, and snow removal.

If the Association shall convey or dedicate to Frederick County any road or roads owned by the Association, that portion of the Roads Maintenance Fund, which bears the same ratio to the whole fund as the length of the road so conveyed or dedicated bears to the length of completed paved road owned by the Association at the time of such conveyance or dedication, shall be transferred to Frederick County. If Frederick County shall acquire by condemnation any roads or road owned by the Association, and if such roads are not in a reasonably safe and maintained condition, that portion of the Road Maintenance Fund similarly computed shall revert to the general fund of Frederick County for the purpose of

upgrading such portion of the roadway to acceptable condition, but otherwise such funds shall revert without the restriction to the general funds of the Association.

4. **Basis of Annual Assessment.** The annual assessment per Lot or Living Unit shall be whichever of the following amounts is appropriate, in addition to, and not in lieu of, real property taxes.
 - (a) On vacant lots without any buildings, one hundred fifty dollars (\$150) per year; or in accordance with the procedures prescribed in paragraph 6 and 7 below. Payment of the annual assessment entitles lot owners to a pool membership.
 - (b) On a lot on which one or more buildings have been substantially completed (as defined by the County Assessor) the total of:
 - (1) An amount equal to seventy-five cents (\$.75) for each one hundred dollars (\$100) of the then current average assessed valuation of the lot(s) and building(s) in each subdivision of the Association (as defined by the County Assessor's Office) but in no event less than annual assessment for a vacant lot. Assessment on multifamily dwellings (such as townhouses and condominiums) will be calculated individually by subdivision.
 - (2) A proportionate share of residential trash removal costs incurred by the Association. This amount shall be determined by dividing the Association's total cost by the total number of single family homes. Trash fees for multifamily dwellings will not be added to the annual assessment unless they are no longer included as part of the maintenance or management fee.
 - (3) A \$20 fee entitling homeowners to a pool membership. The Board of Directors at its discretion may decrease or increase this amount annually. Any increase may not exceed the greater of 10% or \$5.00
- As used herein, "assessed valuation" shall mean the valuation placed on the Lot or Living Unit, and improvements thereon or therein, for Frederick County or Maryland State real estate purposes; or, if both Frederick County and the State of Maryland shall ever cease to impose real estate taxes, then said term shall mean the last valuation placed on the lot or living unit, and improvements, during the last year when either shall impose real estate taxes, adjusted at the discretion of the Board of Directors thereafter yearly by a percentage up to an amount equal to the change in the Cost Price Index from the preceding year. The annual assessment may be increased by a vote of the members, as hereinafter provided. The Board of Directors of the Association may at any time, fix the annual assessment for any year at a lesser amount than state above if, after consideration of current maintenance costs and future needs of the Association, it deems advisable to do so.
5. **Special Assessments for Capital Improvements.** In addition to the annual assessments authorized by Section 3 hereof, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds of the votes of each class member who are voting in person or by proxy

at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

6. **Change in Basis of Annual Assessments.** Subject to limitation of Section 4 hereof, and for the periods therein specified, the Association may change the basis of the assessments fixed in Section 4 hereof prospectively for any such period provided that any such change shall have the assent of two-thirds of the votes of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting, provided further that limitations of Section 4 shall not apply to any change in the basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation and under Article I, Section 3 hereof.

7. **Quorum for any Action Authorized Under Sections 4 and 5.** The quorum required for any action authorized by Section 4 and 5 hereof shall be as follows:

At a first meeting called, as provided in Sections 4 and 5 hereof, the presence at the meeting of members, or of proxies, entitled to cast sixty (60) percent of all the votes shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Section 4 and 5, and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

8. **Date of Commencement of Annual Assessments: Due Dates.** The annual assessments provided for herein shall commence on the date (which shall be the first day of a month) fixed by the Board of Directors of the Association to be the date of commencement.

The first annual assessments shall be made for the balance of the calendar year and shall become due and payable on the day fixed for commencement. The assessments for any year, after the first year, shall become due and payable on the first day of March of said year.

The amount of the annual assessment which may be levied for the balance remaining on the first year of assessment shall be an amount which bears the same relationship to the annual assessment provided for in Section 3 hereof as the remaining number of months in that year bear to twelve. The same reduction in the amount of the assessment shall apply to the first assessment levied against any property which is hereafter added to the properties now subject to assessment at the time other than the beginning of any assessment period.

The due date of any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment.

9. **Duties of the Board of Directors.** The Board of Directors of the Association shall fix the date of the commencement and the amount of the assessment against each Lot or Living Unit 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 properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any owner.

Written notice of the assessment shall thereupon be sent to every owner subject thereto.

The Association shall upon demand at any time furnish to any owner liable for said assessment a certificate in writing signed by an officer of the Association setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

10. **The Lien of the Assessments; the Personal Obligation of the Owner; Effect of non-Payment of Assessment; Remedies of Association.** Each annual and special assessment (with penalties and costs of collection as hereinafter provided), both prior to and after the assessment thereof in each year, together with the continuing obligation to pay all annual and special assessments assessed in future years, shall be and remain a first lien upon each lot or living unit (except those exempt under Section 12 hereof, during the period of such exemption), which lien shall be superior to any other charges, liens or encumbrances which may hereafter in any manner arise or be imposed upon such lot or living unit, whether arising from or imposed by judgment or decree or by any agreement, contract, mortgage or other instruments, saving and excepting only such liens for taxes or other public charges as are applicable law made superior. The personal obligation of the owner of the lot or living unit to pay such assessments, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the delinquency date, the delinquent owner shall pay a penalty from the date of delinquency at a rate of One Percent (1%) per month until the assessment is paid and the Association may bring an action at law against the owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the cost of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include penalties as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action.

11. **Pledge of Revenues.** In order to secure the repayment of any and all sums borrowed by it from time to time, the Association shall have the right and power to assign and pledge all revenues received, and to be received, by it under any provision of this Declaration, including, but not limited to, the proceeds of the annual assessments payable hereunder. The Association shall have the further power to agree with any lender that the annual assessments shall be levied at a particular rate, or at not less than a particular rate, subject to the limitations of Section 3 of this Article.
12. **Exempt Property.** The following property subject to this Declaration shall be exempted from the assessments, charge and lien created herein: (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (b) all Common Properties as defined in Article I, Section 1 hereof; (c) all properties exempted from taxation by the laws of the State of Maryland, upon the terms and to the extent of such legal exemptions; (d) properties owned by the Developer pending sale, or pending renting.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens, provided however, that dwelling units built for sale or rent by Developer shall not be subject to assessments until sold and

transferred or until first rented; after which they shall be subject the same as those of any other owner.

ARTICLE VI ENVIRONMENTAL CONTROL COMMITTEE

1. **Review by Committee.** No grading, excavation, building, fence, wall or other structure or improvement whatsoever shall be commenced erected or maintained in the existing Development, nor shall any exterior addition to or change or alteration therein be made until two copies of plans specifications showing the nature, and, shape, height, color roof, materials and location of the same and the grading and landscaping of the site shall have been submitted to, and approved in writing as to external design, external color, and location in relation to surrounding structures and topography by the Board of Directors of the Association or by an Environmental Control Committee (hereinafter called the Committee) composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within sixty (60) days after said plans and specifications have been submitted to it in writing, this Article will be deemed to have been fully complied with. A reasonable fee* payable to and determined by the Environmental Control Committee in each case, shall be paid upon each submission and shall be used to defray the costs incurred by the Committee.
As revised December 9, 1974- Book 952, Page 542]

In the event construction is not commenced with two years following approval of plans and specifications as herein provided, such approval shall be void thereafter and a new application to the Committee shall be required for any subsequent constructions. If construction is commenced in accordance with approved plans and specifications within two years following the date of approval, subsequent construction in accordance with approved plans shall be deemed to be in compliance with this time limitation even though it continues more than two years beyond date of approval.

**[As of this printing the current fee is \$300, which may be amended by the ECC from time to time.]*

2. **Special review by the Environmental Control Committee applicable to lots 524 through 538 inclusive in Pinehurst V.** All construction on said lots shall conform to specific guidelines established by the Environmental Control Committee, which guidelines shall be for the purpose of creating a harmonious and unified design relationship among several structures on said lots, as seen from streets or other lots in the vicinity. Said guidelines shall control location of structures on lots, height and location of fences or screen walls, percentage of lot which the structure may cover, roof shapes and materials, color and

materials on fences and structures facing streets and adjacent yards, window locations and such other criteria which the Environmental Control Committee decides are necessary to accomplish the stated purposes. At the time of construction of each Living Unit, the lot owner shall build such fences and/or screen walls as the Environmental Control Committee may require. [*As revised June 16, 1971- Book 850, Page 249*]

ARTICLE VII
GENERAL COVENANTS, RESTRICTIONS AND EASEMENTS
APPLYING TO ALL AREAS OF THE DEVELOPMENT

1. **Buildings Completed in One Year.** The exterior of all buildings or other structures must be completed within one (1) year after the construction of the same shall have commenced, except where such completion is impossible or would result in great hardship to the owner or builder due to strikes, fires, national emergency or natural calamities. If not so completed, or if construction shall cease for a period of sixty (60) days without written permission of the Association, the unfinished structure or unfinished portion thereof shall be deemed a nuisance and forthwith removed by the Association at the cost of the owner.
2. **Prevent Unkempt Building and Grounds.** It shall be the responsibility of each lot owner to prevent the development of any unclean, unsightly or unkempt conditions of buildings or grounds on such lot which shall tend to substantially decrease the beauty of the neighborhood as a whole or in the specific area. No building material shall be stored on any lot, except temporarily during continuous construction of a building, unless enclosed out of view in a service yard or within a building.
3. **Noxious or Offensive Things.** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. There shall not be maintained any plants or animals, or device or thing of any sort whose normal activity or existence is, in the opinion of the Board of Directors, in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood of the owners thereof.
4. **Insect, Weed and Fire Control: Clean Lots.** In order to implement effective insect, weed and fire control, or remove nuisances, the Association and its agents have the right to enter upon any lot upon which a building has not been constructed and upon which no landscaping plan has been implemented (with prior written approval of the Association for such plan), such entry to be made by personnel with tractors or other suitable devices, for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds or other unsightly growth, which in the opinion of the Association detracts from the overall beauty, setting and safety of the existing developments. Such entrance for the purpose mowing,

cutting, clearing or pruning shall not be deemed a trespass. The Association and its agents may likewise enter upon such land to remove any trash which has collected on such lot without such entrance and removal being deemed a trespass. The provisions in this paragraph shall not be construed as an obligation on the part of the Association to mow, clear, cut or prune any lot nor to provide garbage or trash removal services.

5. **Signs.** No commercial signs, including "for rent", "for sale" and other similar signs, shall be erected or maintained on any lot except with the written permission of the Association or except as may be required by legal proceedings, it being understood that the Association will not grant permission for said signs unless their erection is reasonably necessary to avert serious hardship to the property owner. If such permission is granted, the Association reserves the right to restrict size, color and content of such signs. Property identification and like signs exceeding a combined total of more than two (2) square feet may not be erected without the written permission of the Association. Since it is necessary for the Developer, in the orderly process of construction or sale of the Development, to identify those properties to be sold as distinct from those sold, the prohibitions of this paragraph shall not apply to the Developer as pertaining to the first lot sale or first rent of each building.
6. **Parking Spaces.** Each lot owner shall provide space for parking two automobiles off the street prior to the occupancy of any dwelling constructed on said lot in accordance with reasonable standards established by the Association.
7. **Sewage.** Every habitable building and every building discharging waste water and sewage shall be connected to a central sanitary sewer system and building permits shall not be issued until such systems are available for use by such structures. Every lot owner shall be conclusively presumed to have covenanted, by acquiring title to his lot from the Declarant or Developer (regardless of the means of such title acquisition) to pay charges for sewer service, in accordance with the standard rates of the utility company, or other legal entity providing such service, for sewer connection charges and for regular sewer service thereafter. Each lot owner shall pay four dollars (\$4.00) per month per lot commencing upon the availability of sewer service to each lot owned, said charge to cease upon connection of property on each lot to the sanitary sewer when service charges shall commence.
8. **Easements.** The Declarant reserves unto itself, its successors and assigns as appurtenant to the Common Properties, a perpetual, alienable and releasable easement and right on, over and under the ground to erect, maintain and use slope easements, street signs, directional signs, temporary promotional signs, entrance features or "theme" areas, lights, landscaping and related uses, electric and telephone poles, wires, cables, conduits, sewers, water mains and other suitable equipment for the conveyance and use of storm water drainage, electricity, telephone equipment, gas, sewer, water and other public conveniences or utilities on, in or over the front ten (10) feet of each lot or common area, the rear six (6) feet along each side of each lot or common area and such other areas as are shown on the applicable plat; provided further, however, that the width of said easement shall be twelve (12) feet along the boundary of any lot and constituting a portion of the boundary of the existing Development. These easement rights expressly include the right to cut any trees, bushes or shrubbery, make any grading of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation to maintain reasonable standards of health, safety and appearance. Such rights may be exercised by any licensee of the Declarant (or of the Association after the Common Properties have been conveyed to the Association), but this reservation shall not be considered an obligation of the Declarant or the Association to provide or maintain any such utility or service. Any such easement may be extinguished,

enlarged or modified by mutual consent of the owner or the tenant and the Declarant (or the Association after the Common Properties have been conveyed to the Association).

9. **Temporary Structures.** No structure of a temporary character shall be placed upon any lot at any time, provided however, that this prohibition shall not apply to shelters used by a contractor during construction, it being clearly understood that these latter temporary shelters may not, at any time, at any time, be used as residences or permitted to remain on the lot after completion of construction.
10. **Restrictions on Building Types.** No trailer, mobile home, tent, barn, camper, caravan, tree-house or other similar temporary living or camping quarters or outbuilding or structure shall be placed on any lot at any time, either temporarily or permanently, except with the approval of the County Planning & Zoning Commission, on lot or parcels specifically designated by the Declarant or the Association as being temporarily or permanently assigned such specified use and then only in accordance with the rules and regulations established for the use of such parcel or lot.
11. **Hidden Fuel Tanks and Receptacles.** No fuel tanks or similar storage receptacles may be exposed to view, and may be installed only within a main building or accessory building, within the screened area required in No. 12 herein, or buried underground. Every outdoor receptacle for ashes, trash, rubbish, or garbage shall be installed underground, screened or so placed and kept as not to be visible from any street, lake or golf course within the Section or Subdivision at anytime except during refuse collections.
12. **Service Yard.** Each lot owner must construct a screening fence to shield and hide from view a small service yard. Plans for such fence delineating the size, design, texture, appearance, color, materials and location must be approved by the Association prior to construction. (All outdoor clothes poles, clothes lines, and similar equipment shall be so placed or screened by shrubbery as not to be visible from any street, lake, or golf course within the Section or Subdivision.)
13. **Trees.** No trees measuring six (6) inches or more in diameter at one (1) foot above ground level may be removed without the written approval of the Association.
14. **Replating of Lots.** No lot shall be subdivided, or its boundary lines changed, except as approved by the Planning and Zoning Commission of Frederick County and with the written consent of the Association. Provided, however, the Declarant hereby expressly reserves to itself, its successors and assigns, the right to replat any two (2) or more lots shown on the plat of any said subdivision in order to create a modified building lot or lots; and to take such other steps as are necessary to make such replatted lot suitable and fit as a building site to include, but not be limited to the relocation of easements, walkways and rights of way to conform to the boundaries of replatted lots.
15. **Bridges and Walks.** The Declarant expressly reserves to itself, its agents or assigns the right to build any bridges, walkways or fixed spans across any or all natural or man-made lakes, canals, creeks, ravines or lagoons in the Development. Nothing in this paragraph shall be construed as placing an affirmative obligation on the Declarant or Association to provide or construct any bridge, walkway or fixed span unless such bridge, walkway or fixed span shall be shown and specifically designated on the recorded plan of the subdivision or section of lots referred to and incorporated in the deed of conveyance to the grantee lot owner asserting such affirmative obligation of the grantor Declarant.

16. **Sight Lines.** On lots located at street intersections, no structure, tree, bush or line-of-sight obstruction of any kind shall be built upon, planted, or allowed to remain within a triangle, the apex of which shall be the corner of the lot at said intersection (or the intersecting point of lines tangent to the curve if such lot has a curved lot line) and two sides of which shall be twenty-five (25) foot segments of the lot lines (or tangents) extending from that apex; provided, however, that this restriction shall not apply to walls, fences or bushes less than three (3) feet high as measured from the street level.
17. **Setbacks.** Since the establishment of standard inflexible setback lines for location of buildings and structures on lots tend to force construction of buildings both directly behind and directly to the side of other buildings with detrimental effects on privacy, view, preservation of important trees, etc., no specific setback lines are established by these Covenants other than that set forth in the preceding paragraph. Location of all structures shall be within the sole determination and control of the Environmental Control Committee.
18. **TV Antenna.** No television antenna shall be installed or permitted to remain on any lot or building in the Development more than one month after central cable or similar service is available. No radio transmitter or antenna shall be constructed or permitted to remain on any lot in the Development except by written consent of the Environmental Control Committee.
19. **Trucks.** No trucks or trailers of any kind shall be parked upon the streets of the existing Development except temporarily for the purpose of loading or unloading or during building construction or on any lot in the existing Development unless enclosed in a garage. [Truck is not to be constructed to mean a non-commercial, multi-passenger vehicle, including but not limited to non-commercial pick up truck or 3/4 ton or less, as defined in Section 11-136.1 of the transportation article of the Maryland Annotated Code.]
20. **Private Water Facilities.** No existing private well or sewage system shall be constructed or permitted to be used on any lot in the Development more than six (6) months after a community, or public utility, service is made available to such lot; provided only that a private well may be constructed or used for a swimming pool or for irrigation when approved by the Environmental Control Committee and by the appropriate public authorities and by the utility company providing water service. Private water for model homes may be constructed with the approval of the Planning & Zoning Commission of Frederick County, but such shall be connected to public systems when available.
21. **Occupancy of Uncompleted Buildings.** No residence or other building shall be occupied until the same has been substantially completed in accordance with the approved plans and specifications.
22. **Junked Autos.** No stripped down, partially wrecked, or junked motor vehicle or sizable part thereof, shall be permitted to be parked on any street in the Section or Subdivision or on any lot in such manner as to be visible to the occupants of other lots within the Section or Subdivision or to the users of any street, lake or golf course therein.
23. **Model Homes.** No owner of any lot shall build or permit the building thereon of any dwelling house that is to be used as a model house or exhibit unless prior written permission to do so shall have been obtained from the Committee.

24. **Replacement of Destroyed Buildings.** Any dwelling or outbuilding on any lot in the Section or Subdivision which may be destroyed in whole or in part by fire, windstorm or for any other cause or act of God must be rebuilt or all debris removed and the lot restored to a slightly condition with reasonable promptness, provided, however, that in no event shall such debris remain longer than six (6) months.
25. **Trash and Refuse.** No trash, ashes, garbage or other refuse shall be dumped or stored or accumulated on any lot or be thrown into or left on the shoreline of any lake in the Section or Subdivision. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted. In order to enhance the appearance and orderliness of the Section or Subdivision, the Declarant hereby reserves for itself, its successors and assigns, the exclusive right to operate, or from time to time grant an exclusive license to a third party to operate, a commercial scavenging service within the Development.
26. **Fences.** No fence of any kind or size shall be built or permitted to remain on any part of any lot except as approved by the Environmental Design Committee as to location, height, materials used, design, color and other pertinent visible characteristics.
27. **Access to Lots.** There shall be no access to any lot on the perimeter of the Development except from designated roads within the Development.
28. **Pets.** Not more than two (2) dogs and cats may be kept by each lot owner in the existing Development, and no dogs or cats may be kept, bred or maintained for any commercial use or purpose. No other animals of any kind (other than indoor pets such as fish and birds) shall be kept in this section of the Development, provided that this shall not be construed to prohibit the riding of horses along the bridle trails.
29. **Boats.** No boat shall be stored on any lot except in a building or in a yard area enclosed by a fence or wall high enough to conceal all parts of the boat except its masts from the view of persons standing on any street of the Development at street level or on an adjacent lot at ground level, provided however, that no such fence or wall need to be more than eight (8) feet high.
30. **Exterior Maintenance of Living Units and Other Structures.** In addition to the maintenance upon Common Areas and Community Facilities as aforesaid, the Association may, in the interest of general welfare of all the Owners of the Property, provide periodic exterior maintenance upon lots, Living Units or other structures subject to annual assessment as provided herein, as follows (but in no way limited to the following): periodic painting of exterior building surfaces and trim, repair and maintenance of gutters, downspouts, roofs, shrubs, lawns, walks driveways and other exterior improvements, all as and when it deems necessary for the purposes of aforesaid but not without resolution by the Board of Directors of the Association or by the Environmental Control Committee and not without reasonable notice to the Owner of any Living Unit proposed to be so maintained. The failure of any Owner to repaint the exterior building surface and trim of his Living Unit within five (5) years of its original painting or most recent repainting shall create the conclusive and irrefutable presumption that such repainting is in the interest of the general welfare of all Owners of Property.

The cost of any exterior maintenance performed pursuant to the Section shall be assessed against the Living Unit upon which such maintenance is done and, when so assessed, a statement for the amount thereof shall be rendered to the Owner of said Living Unit at which time the assessment shall become due and payable and a continuing lien and obligation of the Owner in all respects as provided in Article V of this Declaration.

For the purpose solely of performing the exterior maintenance required or authorized by this Article, the Association through its duly authorized agents or employees shall have the right, after reasonable notice to the Owner, to enter upon any lot or the exterior of any Living Unit at reasonable hours on any day except Sunday, which entry shall not be deemed a trespass.

31. **Post Lamps.** Each lot owner shall erect at his own expense upon his lot, on a line two (2) feet from the front line, or such other places approved by the Environmental Design Committee, a post lamp of the design and type specified by the Association, prior to the substantial completion of the house on said lot, provided, however, that the same shall not be required while the lot remains vacant.

When a post lamp or the like is installed on any lot or attached to any Living Unit, the Owner of such Lot or Living Unit shall maintain it and light it from dusk to dawn and bear all costs thereto.

32. **Garbage Disposers.** Every Living Unit shall be equipped with an approved electric garbage disposer connected to the waste line from the kitchen sink. [*As revised June 16, 1971- Book 850, Page 249*]

ARTICLE VIII SPECIAL RESTRICTIVE COVENANTS APPLICABLE TO ALL SINGLE FAMILY RESIDENTIAL LOTS IN THIS SECTION

1. **Residential Use of Lots.** All lots in Single Family Residential Areas shall be used for residential purposes exclusively. No structure, except as hereinafter provided, shall be erected, altered, placed or permitted to remain on any lot in the Single Family Residential Areas other than one (1) family dwelling and accessory buildings subject to the approval of the Environmental Control Committee which may include a detached private garage and/or servant's quarters, provided the use of such dwelling or accessory building is not used for activity normally conducted as a business. Such accessory building may not be constructed prior to the construction of the main building.

ARTICLE IX SPECIAL RESTRICTIVE COVENANTS AFFECTING WATERFRONT LOTS

1. **View Easements.** There shall be reserved for the use and benefit of adjacent second-row lot owners an easement of view running along the side boundary lines of waterfront lots for a width of five (5) feet on each side of each waterfront lot except and unless the said second-row lot is at an elevation of 25 feet higher than the first row lot, each lot measuring point being 50 feet from the common boundary. It is herein specified that the purpose of this

easement is to enable second-row lot owners to maintain permanently an open area sufficiently unobstructed to afford a direct view of the lake and direct circulation of lake breezes. Owners of waterfront lots may not erect a fence, wall or other such structure interfering with such easements. Agent of the Association, acting at the request of the owners of second-row lots, may enter onto the front row lots and cut or trim any trees, limbs, bushes or shrubs or other obstructions located within such easement areas and interfering with the view of second-row property owners. Such clearing and maintenance shall be at the expense of the second-row lot owners, except when the easement of view was willfully obstructed by the owner of a waterfront lot or his agent, in which event removal of such obstruction shall be at the expense of the waterfront lot owner who obstructed or authorized the obstruction of the easement view. This restriction may be modified or removed by the Directors or Declarant upon application by a lot owner, giving in writing the detailed site plan, landscaping plan, construction plans and specifications and such information as is necessary for the Directors or Declarant to consider that the second-row lots will not be adversely affected by such removal or modification.

2. **Docks.** Boating and fishing docks, swimming floats, gazebos and similar structures may be erected by waterfront lot owners, as a privilege, within the lake boundaries opposite their lake frontage provided same is approved by the Declarant or the Directors as to material, colors, location, height, size, plan and all other particulars which will affect its appearance and durability and further provided that same will not interfere with the passage of Association members along, across and through the lands owned by the Association in the normal intended use of such land. Lot owners so privileged shall be responsible for maintaining in a durable and attractive condition all such allowed construction. If lot owner does not maintain such construction in durable and attractive condition, same may be restored or repaired or made attractive or removed and destroyed by Declarant or Association at the lot owner's expense. For good and sufficient cause, the Declarant or Association may withdraw the privilege earlier given, in which event, lot owner shall remove same within ninety (90) days at his expense.

ARTICLE X ENFORCEMENT OF COVENANTS

In the event of a violation or breach of any of the restrictions contained herein by any property owner, or agent of such owner, the owners of lots in the existing Development, or any of them jointly or severally shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing, the Association shall have the right, whenever there shall have been built on any lot in the existing Development any structure which is in violation of these restrictions, to enter upon such property where such violation exists and summarily abate or remove the same at the expense of the owner, if after thirty (30) days written notice of such violation it shall not have been corrected by the owner. Any such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any right, reservations,

restrictions, or condition contained in this Declaration, however long continued, shall not be deemed a waiver of the right to do so hereafter as to the same breach, or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement. The invalidation by any Court of any restrictions contained in this Declaration shall in no way affect any of the other restrictions, but they shall remain in full force and effect.

ARTICLE XI GENERAL PROVISIONS

1. **Duration.** Subject to the provisions of Section 4 of this Article, 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 of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of 30 years from the date of this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then Owners of two-thirds of the Lots or Living Units has been recorded, agreeing to change said covenants and restrictions in whole or part. (For purposes of meeting the two-thirds requirement when Living Units are counted, the Lot or Lots upon which such Living Units are situated shall not be counted.) Provided, however, that no such agreement to change shall be effective unless written notice of the proposed agreement is sent to every owner, the Planning and Zoning Commission of Frederick County, and the Board of County Commissioners at least ninety (90) days in advance of any action taken.
2. **Notices.** Any notice required to be sent to any member or owner under the provisions of the Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as member or owner on records of the Association at the time of such mailing.
3. **Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force or effect.
4. **Limits of Applicability.** These Conditions, Covenants, Restrictions, Easements, and Charges shall pertain to Pinehurst Section I of Eaglehead as shown on a plat recorded with the Clerk of the Circuit Court of Frederick County only and not to any other land.
5. **Revision of Covenants.** These covenants may be amended at any time or times by the recording of an instrument signed by owners representing two-thirds of each class of membership. (For purposes of meeting a two-thirds requirement, when Living Units are counted, the lot or lots upon which said Living Units are situated shall not be counted.) Provided, however, that no such amendment shall be effective unless written notice of the proposed amendment is sent to every owner and the Planning and Zoning Commission of Frederick County and the Board of Commissioners at least ninety (90) days in advance of any action taken.

6. **Conflict of Covenants.** If it should be found that there is a conflict between foregoing conditions, covenants, and restrictions with the agreement dated July 12, 1968, entered into between Liganore Corporation, Frederick County Planning & Zoning Commission, and Frederick Board of County Commissioners or in any regulations of Frederick County as they may be amended, the condition in said agreement or said regulation shall apply. In such case the conditions, covenants and restrictions herein shall be modified to conform to said agreement or regulations.

LAKE LINGANORE ASSOCIATION, INC.

**DUE PROCESS ENFORCEMENT PROCEDURES
FOR ADDRESSING ALLEGED
VIOLATIONS OF THE GOVERNING DOCUMENTS**

WHEREAS, Article IV, Section 3 of the Declaration of Conditions, Covenants, Restrictions, Easements and Charges (“Declaration”) governing the Lake Linganore Association, Inc. (“Association”) anticipates that the Association may adopt and publish Rules and Regulations and Article IV, Section 11 of the Bylaws for the Association, as amended, provides that the Board of Directors has both the power and duty to establish and amend rules of procedure for the manner in which cases of alleged violations of the governing documents are processed, which rules of procedure shall be consistent with traditional customs of due process; and

WHEREAS, Article IV, Section 11 of the Bylaws, as amended, further provides that the Board of Directors shall be authorized to enforce judgments rendered regarding violations of the governing documents of the Association through reasonable and appropriate punitive measures which may include the assessment of financial damages caused by the violation, the assessment of fines, the suspension of rights to use the Common Property and facilities of the Association and/or the initiation of legal action at law or in equity; and

WHEREAS, Article IV, Section 11 of the Bylaws, as amended, further provides that financial judgments rendered by the Board of Directors shall be collected as assessments as provided in Article V of the Declaration; and

WHEREAS, the Board of Directors has determined that procedures for addressing the enforcement of violations of the governing documents of the Association are necessary and appropriate at this time.

NOW, THEREFORE, BE IT RESOLVED THAT: The Board of Directors hereby adopts this Due Process Enforcement Procedures for Addressing Alleged Violations of the governing documents. These new Procedures shall supercede any and all conflicting or alternative previous procedures that may have been adopted and shall be effective from the date hereof.

I. ENFORCEMENT PROCEDURES

- A. Identification of Potential Violation.** It shall be the responsibility of the Board of Directors, the General Manager of the Association, or the Compliance Administrator (an employee of the Association that is responsible for the review and oversight of the compliance by Owners with the governing documents of the Association) to identify potential violations of the governing documents of the Association and/or to receive information from other sources which identify potential violations of the governing documents. There are numerous methods in which potential violations of the governing documents may be identified and brought to the attention of the Board of Directors and/or General Manager for action. Such methods include the following:

1. The Board of Directors or the members thereof, through visual inspections of

the Association property or through any other means, may observe or otherwise identify potential violations of the governing documents.

2. The General Manager and/or the Compliance Administrator may bring to the attention of the Board of Directors potential violations of the governing documents that have been observed or otherwise identified within the Association.
3. The Board of Directors or the President of the Association may bring to the attention of the Board of Directors potential violations of the governing documents that have been observed or otherwise identified within the Association.
4. Any Owner(s) within the Association may submit a complaint to the General Manager, the Compliance Administrator, or the Board of Directors regarding a potential violation of the governing documents within the Association.

B. Determination of Alleged Violation. Upon identification of a potential violation of the governing documents, the matter shall be referred to the Compliance Administrator to determine if the alleged action or inaction identified may amount to a violation of the governing documents. If deemed necessary or appropriate, the Compliance Administrator may make a preliminary investigation to determine if a violation is believed to exist or may have occurred. The Board of Directors or the General Manager shall also be authorized to direct the Compliance Administrator, or if deemed necessary the General Manager, to make such preliminary investigation. If the Compliance Administrator, the General Manager or the Board of Directors determines that a violation may exist or may have occurred, the enforcement procedures outlined herein shall be pursued. If there is a determination that a violation does not exist or did not occur, the Compliance Administrator shall notify the party who submitted the complaint of such determination.

C. Notification of Alleged Violation of the Governing Documents. If a determination is made that a violation exists or occurred, a Notice of Alleged Violation shall be sent to the Owner(s) by the Compliance Administrator. The following requirements shall apply to the Notice of Alleged Violation:

1. If the alleged violation is of a continuing nature (the alleged violation and/or the alleged violating condition continues uninterrupted such as a physical change to a lot), the Notice of Alleged Violation shall state the specific violation alleged, the provision of the governing documents which has been violated and the specific time period within which the violation must be corrected without further enforcement action being taken by the Association. The time period provided shall be determined by the Compliance Administrator unless directed by the Board of Directors and shall be based upon a reasonable assessment of the amount of time that may be necessary to correct the violation. The Notice of Alleged Violation shall further advise that failure to correct the violation within the time period allowed may subject the Owner, after further notice and

opportunity for Hearing, to potential penalties or sanctions, including but not limited to, the assessment of charges and/or fines or the suspension of rights to use the Common Property and facilities, if a violation is found to exist.

2. If the alleged violation is of a non-continuing nature (the alleged violation was a one-time occurrence and while it may recur it does not continue uninterrupted), the Notice of Alleged Violation shall state the date, time and place of the specific violation alleged and the provision of the governing documents which has been violated. After notice and opportunity for Hearing, penalties may be imposed by the Board of Directors for this violation or the Board may determine that if another violation of similar nature recurs within the next twelve (12) months, after notice and opportunity for Hearing, various penalties or sanctions, including but not limited to, the assessment of charges and/or fines or the suspension of rights to use the Common Property and facilities, may be imposed.
3. The Notice of Alleged Violation shall be sent to the Owner(s) involved in the following manner:
 - (i) Certified mail return receipt requested at the address appearing on the books of the Association; and
 - (ii) Regular mail also to the address appearing on the books of the Association.
 - (iii) Failure on the part of the Owner(s) involved to pick up certified mail or failure on the part of such Owner(s) to notify the Association of a changed address shall be no excuse or defense.
 - (iv) Copies of the Notice of Alleged Violation shall be maintained in the Association files by the General Manager, and a copy may be sent to the Association's attorney at the discretion of the Board of Directors or the General Manager.
4. Nothing herein shall preclude the Compliance Administrator, General Manager or the Board of Directors from sending warning notices before proceeding with the Notice of Violation, if determined appropriate. However, warning notices shall not be required.

D. Notice of Opportunity for Hearing. If after receipt of the Notice of Alleged Violation, the Owner(s) fails to comply with the required action (correction is not implemented within the requisite time period for a continuing violation or the Board intends to proceed with penalties for a non-continuing violation (based upon the first Notice of Alleged Violation or based upon a second offense within the 12 month period)), the Board of Directors shall proceed with a second Notice to the Owner(s) outlining the intended penalty or sanction and providing the Owner(s) with an opportunity to request a Hearing. The Notice of Opportunity for Hearing shall comply with the following

requirements:

1. The Notice of Opportunity for Hearing shall state the nature of the violation and shall identify the provision(s) of the governing documents that is alleged to have been violated and the action or inaction on the part of the Owner(s) in response to the initial Notice, if any.
 2. The Notice of Opportunity for Hearing shall be sent to the Owner(s) involved in the following manner:
 - (i) Certified mail return receipt requested at the address appearing on the books of the Association; and
 - (ii) Regular mail also to the address appearing on the books of the Association.
 - (iii) Failure on the part of the Owner(s) to pick up certified mail or failure on the part of such Owner(s) to notify the Association of a changed address shall be no excuse or defense.
 - (iv) The Notice of Opportunity for Hearing shall advise the Owner(s) of the intended penalty or sanction and shall provide the Owner(s) with an opportunity to request a Hearing on such matter, prior to the imposition of such penalty or sanction, before the Board of Directors. The Notice shall further provide that a request for Hearing must be submitted in writing within ten (10) days, or such longer period as may be contained in the Notice. If no request for Hearing is submitted within the designated time frame by the Owner(s), the intended penalty or sanction may be imposed by the Board of Directors. If the Owner(s) requests a Hearing, then the following outlined Hearing process shall apply.
 - (v) Copies of the Notice of Opportunity for Hearing shall be maintained in the Association files by the General Manager, and a copy may be sent to the Association Attorney at the discretion of the Board of Directors or the General Manager.
- E. Notice of Hearing. If a Hearing is requested by the Owner(s), the Board shall schedule a Hearing and a Notice of Hearing shall be sent to the Owner(s) in the same manner and subject to the same conditions as the previous Notices. The Notice shall provide that he or she may be present at the Hearing, may be represented by legal counsel at the Hearing, may present any relevant evidence, including witnesses and will be given an opportunity to examine and cross-examine witnesses. The Notice of Hearing shall also advise the Owner(s) that he or she is not required to be present at the Hearing but that a judgment may be entered in his or her absence, which may include the imposition of various penalties or sanctions, including but not limited to, the assessment of charges and/or fines or the suspension of rights to use the Common Property and facilities if a

violation is found to exist or have occurred.

If the basis for the alleged violation is a complaint by another Owner(s), a copy of the Notice of Hearing shall be sent to that owner(s).

Copies of the Notice of Hearing shall be maintained in the Association files by the General Manager, and a copy may be sent to the Association Attorney at the discretion of the Board of Directors or the General Manager.

F. Hearing Schedule.

1. The Hearing shall be scheduled no sooner than ten (10) days from the date of the Notice of Hearing.
2. If the Owner(s) can promptly show good cause as to why he or she cannot attend the Hearing on the scheduled date and indicate time and dates on which he or she would be available, or if the Board of Directors, at its discretion, determines to extend the Hearing date, the Board of Directors may reschedule the and promptly issue a new Notice of Hearing.

G. Hearing.

1. Hearings shall be held before at least a quorum of the members of the Board of Directors. A majority of the quorum shall be required for any decision or judgment at the Hearing.
2. The presiding officer of the Board of Directors shall preside at the Hearing. If there is no such presiding officer, the quorum of the Board of Directors present at the Hearing shall select one of its members to serve as hearing officer and preside over the Hearing. At the beginning of the Hearing, the hearing officer shall explain the rules and procedures by which the Hearing is to be conducted. The Board of Directors shall determine the manner in which the Hearing will be conducted, so long as the rights set forth herein are protected. Technical legal rules regarding evidence and procedure shall not be required and generally, any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs.
3. It is not required that the Owner(s) be in attendance at the Hearing. At the request of the Owner(s), any witness or at the discretion of the Board of Directors, the Board of Directors may determine to hold the Hearing in closed session, subject to the provisions or limitations of applicable law.
4. The procedure of the Hearing shall be that the party alleging the violation shall be allowed to present evidence first. If the basis for the alleged violation is a complaint by another Owner(s), such party shall be allowed to present evidence

at this time. If the basis for the alleged violation is information provided or discovered by the Association, through the Compliance Administrator, the General Manager or the Board of Directors, designated representatives of such party shall be allowed to present evidence at this time. Upon completion of the evidence presented by the party alleging the violation, the Owner(s) alleged to be in violation or have committed a violation shall be allowed to present his or her evidence in response.

5. Each shall party have the right to do the following, but may waive any or all of these rights:
 - (i) Make an opening statement;
 - (ii) Introduce evidence, testimony and witnesses;
 - (iii) Cross-examine opposing witnesses;
 - (iv) Rebut evidence and testimony; and
 - (v) Make a closing statement.
6. The Board of Directors members sitting at the Hearing shall be allowed to ask questions of any party or witness presented to the extent it is deemed necessary and appropriate to his or her consideration of the facts and arguments involved in the case.
7. Upon the conclusion of all of the evidence presented, the members of the Board of Directors present at the Hearing shall deliberate. Time permitting, such deliberation may take place immediately following the Hearing or at any time agreed upon by such members within a reasonable time period thereafter in order to reach a decision on the matter. If a violation is found to exist or have occurred, during such deliberations, the Board of Directors shall also determine the appropriate penalties or sanctions that shall be imposed. Unless otherwise determined by the Board of Directors, such deliberations shall be held in closed session.
8. Written Notice of the Hearing Decision of the Board of Directors shall be submitted to the Owner(s) involved within fifteen (15) days of the date of the completion of the Hearing. If a violation was found to exist or have occurred, the Notice of Hearing Decision shall include an explanation of the penalties or sanctions imposed.
9. Notice of the Hearing Decision shall be sent to the Owner(s) in the following manner:

- (i) Hand-delivery or certified mail return receipt requested at the address appearing on the books of the Association; and
- (ii) Regular mail also to the address appearing on the books of the Association.
- (iii) If a violation was found to exist or have occurred and the violating party is a tenant, a copy of the decision of the Board of Directors shall also be sent to the Owner of the Lot leased by such tenant at the same time as such decision is sent to the tenant, in the same manner provided.

H. Penalties and Sanctions.

1. Notwithstanding any of the procedures outlined herein, the General Manager and/or the Board of Directors may temporarily suspend the right of a Owner(s) to use any facility which is part of the Community Property for a period not to exceed ten (10) days if such Owner(s)' use of the facility is in violation of the governing documents and there is reasonable belief that such violation may endanger life, limb or property of the Association, and an oral request to cease or correct the violation has not been heeded. Notice of any such immediate suspension of the right to use a facility shall be provided in writing. In addition, promptly thereafter, the Board of Directors may proceed with the procedures outlined herein.
2. If, after the Hearing, the Board of Directors renders a judgment that a violation exists or occurred, the Board of Directors shall determine the applicable penalty or sanction for such violation. The penalties or sanctions that may be imposed include the following:
3. To the extent the violation caused financial damages to the Association, such financial damages, including legal fees incurred, increased insurance cost and administrative costs may be assessed against the violating Owner(s) and such amounts shall be collectible in the same manner as assessments pursuant to the Bylaws, as amended.
4. Fines may be assessed against the Owner(s). The fine for any one (1) non-continuing violation shall not exceed \$500.00 and shall be collectible in the same manner as assessments pursuant to the Bylaws, as amended. The fine for any continuing violation shall be assessed on a daily basis until the violation is corrected. Each day the violation continues after the judgment is entered by the Board of Directors shall be considered a new violation. The daily fine for such continuing violations shall not exceed \$10.00 and shall commence on the date designated by the Board of Directors in the Notice of Hearing Decision and shall be capped at the non-continuing violation penalty amount. Such fines may be in addition to the assessment of financial damages incurred by the Association.

The Board of Directors may establish a fine schedule for particular types of violations. See addendum A, "Covenant Compliance Fine Schedule."

5. Suspension of rights to use Common Properties and facilities of the Association. For non-continuing violations, the suspension of such rights shall not exceed ninety (90) days. The suspension of rights may be the sole sanction or may be in addition to other sanctions that may be imposed pursuant to this Resolution.

I. Appeal Rights and Procedures.

1. Rights of Owner(s). The imposition of penalties rendered without a Hearing may be appealed to the Board of Directors by the Owner(s) found in violation or the party alleging the violation.
2. Notice of Appeal. The party appealing the decision of the Board of Directors must submit a written Notice of Appeal to the Board of Directors within ten (10) days of the date the penalty was imposed. The Notice of Appeal shall include the following information:
 - (i) The names and addresses of the party seeking the appeal and whether such party was found to be the violating party or was the party alleging the violation.
 - (ii) A brief statement of the reason for the appeal.
3. The Board of Directors may make a preliminary review of the case and make a determination as to whether it will hear the appeal. The Board of Directors may, on the basis of the preliminary review, elect not to hear the appeal, in which case the Board of Directors will so inform the party requesting the appeal and the decision of the Board of Directors shall stand.
4. If the Board of Directors determines to hear the appeal, the following procedures shall apply.

J. Notice of Appeal Hearing. Notice of Appeal Hearing shall be given in the same manner as that required for the Notice of Hearing applicable to the violation Hearing held by the Board of Directors. Paragraph F of these Procedures except that it shall be given by the Board of Directors.

K. Appeal Hearing Procedures. All of the rights and procedures applicable to the Board of Directors Hearings shall apply to appeals by the Board of Directors. Therefore, the procedures outlined in Paragraph G and H of these Procedures shall be applicable to appeals.

L. Effect of Decision. The Board of Directors appeal decision may modify, reverse or

uphold the Board of Directors' decision in its entirety.

- M.** Further Action. An Owner must exhaust all available remedies of the Association prescribed by these Procedures before resorting to a court of law for relief with respect to an alleged violation of the governing documents. The foregoing limitation pertaining to exhausting administrative remedies shall not apply to the Board of Directors.

II. INTERPRETATION

- A.** These Procedures are intended to ensure that due process is provided to Owner(s) in proceedings before the Board of Directors.
- B.** The Board of Directors, as applicable, may determine the specific manner in which these Procedures are to be implemented, provided the due process is protected.
- C.** Any inadvertent omission or failure to conduct proceedings in exact conformity with these Procedures shall not invalidate the results of such proceedings, so long as a prudent and reasonable attempt has been made to ensure due process according the general steps set forth herein.
- D.** The use of masculine gender includes the feminine and neuter genders and the use of the singular includes the plural and vice versa, whenever the context so requires.

**Addendum A - Fine Schedule
Lake Linganore Association, Inc.
Due Process Enforcement Procedures**

| <u>Category / Type</u> | <u>Fine Amount</u> |
|---|--------------------|
| <i>Animal Complaints</i> | |
| • Nuisance barking dogs; animals roaming; animals defecating on LLA property. | \$50.00 |
| • Failure to keep property clear of animal feces. | \$150.00 |
| <i>Unkempt Yard / Structures</i> | |
| • Failure to keep property maintained, i.e. landscaping, mowing, etc. | \$100.00 |
| • Storing of junk, debris, trash, or other inappropriate materials on property. | \$100.00 |
| • Failure to maintain structures on lot (House, shed, play set, fence, etc.) | \$150.00 |
| <i>Littering / Dumping / Trash</i> | |
| • Dumping on LLA property. | \$250.00 |
| • Littering on LLA property. | \$50.00 |
| • Placing trash outside for collection prior to evening of next scheduled pick up. | \$25.00 |
| <i>Unauthorized Vehicles</i> | |
| • Use of illegal vehicles (dirt bikes, ATV's, etc.) on private or LLA property. | \$250.00 |
| • Parking or storing of abandoned, junked, partially disassembled vehicle, or vehicle not displaying valid license plates and / or LLA parking tag on LLA or private property. | \$100.00 |
| • Parking or storing of boat, trailer, camper or any other vehicle prohibited by LLA governing documents. | \$100.00 |
| • Use or storage of any gas powered motor on a watercraft being operated on Lake Linganore or any of the feeder lakes (Merle, Anita Louise, Marion) per the Tri-Party Water Agreement. | \$100.00 |
| <i>ECC Related Violations</i> | |
| • Removing any tree larger than 6" in diameter from private or common property with out approval of Lake Linganore ECC. | \$250.00 |
| • Grading, clearing, or construction on any lot within the development without formal application to, and approval by Lake Linganore ECC. | \$250.00 |
| • Failure to maintain house structures. Including, but not limited to: Painting home; maintaining home structure; maintaining fences; screening utilities, removal of seasonal lights in a timely manner. | \$150.00 |
| • Building any structure on a property without properly submitting an application and receiving approval from the ECC. | \$100.00 |

Other Violations Not Listed

Any violation of Lake Linganore Association Governing Documents not listed here may incur a minimum fine of \$25.00 and a maximum of \$500.00 based on the nature of the violation. The Compliance Administrator will have sole discretion in determining the fine amount based on the severity of the violation.

FY12 BUDGET
Based on Assessment Rate of .205 Cents

| FY2012 Fiscal Budget Approved 12/6/2010 | | Based on Assesment rate of: | | | | | | | | | | | | \$0.28 FY2012 | 0.275 | | |
|--|---------------------------------|-----------------------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|-------------------|----------------|---|---------------|
| ACCT | DESCRIPTION | Mar-11 | Apr-11 | May-11 | Jun-11 | Jul-11 | Aug-11 | Sep-11 | Oct-11 | Nov-11 | Dec-11 | Jan-12 | Feb-12 | ACCRUAL BUDGET | CASH BUDGET | Comments | |
| 4100 | ASSESSMENTS-SINGLE FAMILY | 149,664.42 | 149,664.42 | 149,664.42 | 149,664.42 | 149,664.42 | 149,664.42 | 149,664.42 | 149,664.42 | 149,664.42 | 149,664.42 | 149,664.42 | 149,664.42 | \$1,795,973.01 | \$1,795,973.01 | New SDAT numbers | |
| | POOL MEMBERSHIP ASSESSMENTS | 7,011.67 | 7,011.67 | 7,011.67 | 7,011.67 | 7,011.67 | 7,011.67 | 7,011.67 | 7,011.67 | 7,011.67 | 7,011.67 | 7,011.67 | 7,011.67 | \$84,140.00 | \$84,140.00 | (\$35 x 2404 units) TOWN/CONDO pool money included in this line | |
| | SINGLE FAMILY TRASH ASSESSMTS | 21,032.16 | 21,032.16 | 21,032.16 | 21,032.16 | 21,032.16 | 21,032.16 | 21,032.16 | 21,032.16 | 21,032.16 | 21,032.16 | 21,032.16 | 21,032.16 | \$262,385.92 | 262,385.92 | 123.64 x 2038 single family | |
| | TOTAL SF ASSESSMENTS | 177,708.24 | 177,708.24 | 177,708.24 | 177,708.24 | 177,708.24 | 177,708.24 | 177,708.24 | 177,708.24 | 177,708.24 | 177,708.24 | 177,708.24 | 177,708.24 | 2,132,488.93 | 2,132,488.93 | | |
| 4102 | ASSESSMENTS-CONDOMINIUM | 2,626.25 | 2,626.25 | 2,626.25 | 2,626.25 | 2,626.25 | 2,626.25 | 2,626.25 | 2,626.25 | 2,626.25 | 2,626.25 | 2,626.25 | 2,626.25 | \$31,515.00 | \$31,515.00 | New SDAT numbers | |
| 4103 | ASSESSMENTS-VACANT LOTS | 14,475.00 | 14,475.00 | 14,475.00 | 14,475.00 | 14,475.00 | 14,475.00 | 14,475.00 | 14,475.00 | 14,475.00 | 14,475.00 | 14,475.00 | 14,475.00 | \$173,700.00 | 173,700.00 | No rate change (\$300 x 678) | |
| 4101 | TOWNHOUSE ASSESSMENTS | 14,290.12 | 14,290.12 | 14,290.12 | 14,290.12 | 14,290.12 | 14,290.12 | 14,290.12 | 14,290.12 | 14,290.12 | 14,290.12 | 14,290.12 | 14,290.12 | \$171,431.48 | 171,431.48 | New SDAT numbers | |
| 4150 | MAINTENANCE FEE-NRTHSHRE TH | 2,742.88 | 2,742.88 | 2,742.88 | 2,742.88 | 2,742.88 | 2,742.88 | 2,742.88 | 2,742.88 | 2,742.88 | 2,742.88 | 2,742.88 | 2,742.88 | 32,914.60 | 32,914.60 | Based on Actuals / Work sheets | |
| 4151 | MAINTENANCE FEE-SUMMERFLD TH | 2,876.37 | 2,876.37 | 2,876.37 | 2,876.37 | 2,876.37 | 2,876.37 | 2,876.37 | 2,876.37 | 2,876.37 | 2,876.37 | 2,876.37 | 2,876.37 | 34,516.40 | 34,516.40 | Based on Actuals / Work sheets | |
| 4152 | MAINTENANCE FEE-LAKE ANITA TH | 2,248.68 | 2,248.68 | 2,248.68 | 2,248.68 | 2,248.68 | 2,248.68 | 2,248.68 | 2,248.68 | 2,248.68 | 2,248.68 | 2,248.68 | 2,248.68 | 26,984.20 | 26,984.20 | Based on Actuals / Work sheets | |
| 4154 | MAINTENANCE FEE-AUD TER N TH | 1,168.25 | 1,168.25 | 1,168.25 | 1,168.25 | 1,168.25 | 1,168.25 | 1,168.25 | 1,168.25 | 1,168.25 | 1,168.25 | 1,168.25 | 1,168.25 | 14,019.00 | 14,019.00 | Based on actuals | |
| 4201 | OUTSIDE POOL MEMBERSHIP | 15,525.00 | 7,475.00 | 5,750.00 | 5,750.00 | - | - | - | - | - | - | - | - | 34,500.00 | 34,500.00 | Estimate to sell 60 @ \$575 | |
| 4204 | POOL RELATED INCOME | - | - | 1,000.00 | 3,000.00 | 3,000.00 | 1,000.00 | - | - | - | - | - | - | 8,000.00 | 8,000.00 | Increased based on actuals | |
| | ROAD MAINTENANCE RECEIVABLE | - | - | - | - | - | - | - | - | - | - | - | 35,000.00 | 35,000.00 | 35,000.00 | LLCS Payback | |
| 4206 | ADVERTISE PASS | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | New Line Item |
| 4400 | LATE FEES | 6,250.00 | 6,250.00 | 6,250.00 | 6,250.00 | 6,250.00 | 6,250.00 | 6,250.00 | 6,250.00 | 6,250.00 | 6,250.00 | 6,250.00 | 6,250.00 | 75,000.00 | 75,000.00 | Increased based on actuals | |
| 4450 | RECAPTURED LEGAL FEES | 1,500.00 | 1,500.00 | 1,500.00 | 1,500.00 | 1,500.00 | 1,500.00 | 1,500.00 | 1,500.00 | 1,500.00 | 1,500.00 | 1,500.00 | 1,500.00 | 18,000.00 | 18,000.00 | No change | |
| 4500 | INTEREST - checking | 33.00 | 33.00 | 33.00 | 33.00 | 33.00 | 33.00 | 33.00 | 33.00 | 33.00 | 33.00 | 33.00 | 33.00 | 336.00 | 336.00 | Reduced based on actuals | |
| 4520 | CABLE FRANCHISE INCOME | - | 14,000.00 | - | - | - | 14,000.00 | - | - | - | - | 14,000.00 | - | 42,000.00 | 42,000.00 | No change | |
| 4810 | LAKETALK ADVERTISEMENTS | 2,500.00 | 2,500.00 | 2,500.00 | 2,500.00 | 2,500.00 | 2,500.00 | 2,500.00 | 2,500.00 | 2,500.00 | 2,500.00 | 2,500.00 | 2,500.00 | 30,000.00 | 30,000.00 | No change | |
| 4820 | ECC APPLICATION FEES & POST | 200.00 | 250.00 | 450.00 | 450.00 | 450.00 | 450.00 | 430.00 | 300.00 | 300.00 | 300.00 | 320.00 | 100.00 | 4,000.00 | 4,000.00 | No change | |
| 4821 | IMPACT FEES | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | New Line Item |
| 4822 | BOAT RACK RENTAL | 6,400.00 | 2,000.00 | 800.00 | 800.00 | 800.00 | 500.00 | 500.00 | 200.00 | - | - | - | - | 12,000.00 | 12,000.00 | No change | |
| 4823 | BOAT FEES | 6,000.00 | 1,875.00 | 450.00 | 600.00 | 225.00 | 30.00 | 30.00 | - | - | - | - | - | 9,210.00 | 9,210.00 | No change | |
| 4831 | PROPERTY TRANSFER FEES | 350.00 | 350.00 | 350.00 | 350.00 | 350.00 | 350.00 | 350.00 | 350.00 | 350.00 | 300.00 | 300.00 | 250.00 | 4,000.00 | 4,000.00 | Increased based on actuals | |
| 4829 | BUILDING PERMIT INCOME | - | - | 500.00 | 500.00 | 500.00 | 500.00 | 500.00 | - | - | - | - | - | 2,500.00 | 2,500.00 | Increase based on actuals | |
| 4830 | RESALE PACKAGES | 250.00 | 250.00 | 250.00 | 250.00 | 500.00 | 500.00 | 250.00 | 250.00 | 250.00 | 250.00 | 250.00 | 250.00 | 3,500.00 | 3,500.00 | No change | |
| 4850 | WESTWINDS GROUNDS REIMBURSEMENT | - | 3,000.00 | - | - | - | - | - | - | - | - | - | - | 3,000.00 | 3,000.00 | Reduced based on actuals | |
| | TOTAL REVENUE | 257,143.80 | 257,618.80 | 237,968.80 | 240,118.80 | 234,243.80 | 245,748.80 | 230,478.80 | 229,518.80 | 229,318.80 | 243,268.80 | 229,268.80 | 264,018.80 | 2,898,735.60 | 2,898,735.60 | | |
| | LESS RESERVE DEPOSITS | 56,666.00 | 56,666.00 | 56,666.00 | 56,666.00 | 56,666.00 | 56,666.00 | 56,666.00 | 36,666.00 | 36,666.00 | 36,666.00 | 36,666.00 | 36,674.00 | 578,000.00 | 578,000.00 | | |
| | NET REVENUE | 200,477.80 | 200,952.80 | 181,302.80 | 183,452.80 | 177,577.80 | 189,082.80 | 173,812.80 | 192,852.80 | 192,652.80 | 206,602.80 | 192,602.80 | 227,344.80 | 2,320,735.60 | 2,320,735.60 | | |
| | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | |
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FY12 BUDGET
Based on Assessment Rate of .205 Cents

| FY2012 Fiscal Budget Approved 12/6/2010 | | Based on Assessment rate of: | | | | | | | | | | | | \$0.28 FY2012 | 0.275 | |
|--|-----------------------------|------------------------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-------------------|----------------|---|
| ACCT | DESCRIPTION | Mar-11 | Apr-11 | May-11 | Jun-11 | Jul-11 | Aug-11 | Sep-11 | Oct-11 | Nov-11 | Dec-11 | Jan-12 | Feb-12 | ACCRUAL BUDGET | CASH BUDGET | Comments |
| EXPENSES | | | | | | | | | | | | | | | | |
| 5200 | AUDIT & TAX PREPARATION | - | - | 4,000.00 | 4,320.00 | - | - | - | - | - | - | - | - | 8,320.00 | 8,320.00 | No change |
| 5203 | COUNTY/MUNICIPAL TAXES | - | - | - | - | 600.00 | - | - | - | - | - | - | - | 600.00 | 600.00 | Based on actuals |
| 5205 | LEGAL EXPENSE-GENERAL | 2,500.00 | 2,500.00 | 2,500.00 | 2,500.00 | 2,500.00 | 2,500.00 | 2,500.00 | 2,500.00 | 2,500.00 | 2,500.00 | 2,500.00 | 2,500.00 | 30,000.00 | 30,000.00 | No change |
| 5206 | LEGAL EXPENSE-COLLECTIONS | 3,300.00 | 3,300.00 | 3,300.00 | 3,500.00 | 3,500.00 | 3,300.00 | 3,300.00 | 3,300.00 | 3,300.00 | 3,300.00 | 3,300.00 | 3,300.00 | 40,000.00 | 40,000.00 | Increased based on actuals |
| 5215 | LIABILITY INSURANCED&O | 7,085.00 | 7,085.00 | 7,085.00 | 7,085.00 | 7,085.00 | 7,085.00 | 7,085.00 | 7,085.00 | 7,085.00 | 7,085.00 | 7,085.00 | 7,085.00 | 65,000.00 | 85,000.00 | Reduced based on actuals |
| 5226 | WORKERS COMPENSATION EXP | - | - | - | 1,000.00 | - | - | 1,000.00 | - | - | - | - | - | 2,000.00 | 2,000.00 | Reduced based on actuals |
| 5230 | PRINTING & REPRODUCTION | 500.00 | 1,000.00 | 1,000.00 | 1,000.00 | 1,000.00 | 1,000.00 | 1,000.00 | 1,000.00 | 1,000.00 | 500.00 | 500.00 | 500.00 | 10,000.00 | 10,000.00 | Reduced based on actuals |
| 5233 | PAYROLL SERVICE EXPENSE | 149.00 | 149.00 | 223.00 | 149.00 | 149.00 | 149.00 | 149.00 | 149.00 | 223.00 | 149.00 | 149.00 | 149.00 | 1,936.00 | 1,936.00 | Expecting 5% increase |
| 5235 | PAYROLL & BURDEN | 49,780.34 | 49,780.34 | 74,670.51 | 49,780.34 | 49,780.34 | 49,780.34 | 49,780.34 | 74,670.51 | 49,780.34 | 49,780.34 | 49,780.34 | 49,780.34 | 647,144.42 | 647,144.42 | New GM Included |
| 5255 | COMMON AREA ELECTRICITY | 350.00 | 350.00 | 350.00 | 350.00 | 350.00 | 350.00 | 350.00 | 350.00 | 350.00 | 350.00 | 350.00 | 350.00 | 4,200.00 | 4,200.00 | Increased based on actuals |
| 5258 | WEST WINDS ELECTRIC | 450.00 | 450.00 | 450.00 | 450.00 | 450.00 | 450.00 | 450.00 | 450.00 | 450.00 | 450.00 | 450.00 | 450.00 | 5,400.00 | 5,400.00 | No change |
| 5261 | BOB-STAFF TRAINING | 250.00 | 250.00 | 250.00 | 250.00 | 250.00 | 250.00 | 250.00 | 250.00 | 250.00 | 250.00 | 250.00 | 250.00 | 3,000.00 | 3,000.00 | No change |
| 5263 | COMPUTERS, SOFTWARE & MAINT | 2,000.00 | 2,000.00 | 2,000.00 | 2,000.00 | 2,000.00 | 2,000.00 | 2,000.00 | 2,000.00 | 2,000.00 | 2,000.00 | - | - | 20,000.00 | 20,000.00 | No change |
| 5267 | CONSULTING | 1,000.00 | 500.00 | 500.00 | 1,000.00 | 500.00 | 500.00 | 1,000.00 | 1,000.00 | 1,000.00 | 1,000.00 | 1,000.00 | 1,000.00 | 10,000.00 | 10,000.00 | Reduced |
| 5269 | TEMP ADVN | 2,560.00 | 2,560.00 | 2,560.00 | 2,320.00 | - | - | - | - | - | - | - | - | 10,000.00 | 10,000.00 | New Line Item |
| 5270 | GENERAL OFFICE EXPENSE | 1,830.00 | 1,830.00 | 1,830.00 | 1,830.00 | 1,830.00 | 1,830.00 | 1,830.00 | 1,830.00 | 1,830.00 | 1,830.00 | 1,850.00 | 1,850.00 | 22,000.00 | 22,000.00 | Increased based on actuals |
| 5273 | LLA OFFICE EQUIPMENT RENTAL | 800.00 | 800.00 | 800.00 | 800.00 | 800.00 | 800.00 | 800.00 | 800.00 | 800.00 | 800.00 | 800.00 | 800.00 | 9,600.00 | 9,600.00 | No change |
| 5274 | LAKETALK EXPENSE | 3,620.00 | 3,620.00 | 3,620.00 | 3,620.00 | 3,620.00 | 3,620.00 | 3,620.00 | 3,620.00 | 3,620.00 | 3,620.00 | 3,620.00 | 3,620.00 | 43,440.00 | 43,440.00 | No change |
| 5275 | POSTAGE EXPENSE | 2,000.00 | 1,000.00 | 1,000.00 | 1,500.00 | 1,500.00 | 1,500.00 | 600.00 | 800.00 | 800.00 | 800.00 | 750.00 | 1,550.00 | 14,000.00 | 14,000.00 | Increased based on actuals |
| 5276 | MEETING ROOM RENTAL | 50.00 | 50.00 | 50.00 | 50.00 | 50.00 | 50.00 | 50.00 | 50.00 | 50.00 | 50.00 | 50.00 | 50.00 | 600.00 | 600.00 | No change |
| 5280 | INTEREST EXPENSE | 33.81 | 30.72 | 22.00 | 16.21 | 10.35 | 6.92 | 3.47 | - | - | - | - | - | 128.48 | 128.48 | Updated per amortization schedule |
| 5281 | INTEREST-LINE OF CREDIT | - | - | - | - | - | - | - | - | - | - | - | - | - | - | Staff suggests not including this year due to stage of construction |
| 5294 | COMMITTEE FUNDING | 5,000.00 | - | - | - | - | - | - | - | - | - | - | - | 5,000.00 | 5,000.00 | No change |
| 5293 | SOCIAL COMMITTEE FUNDING | - | - | - | 3,000.00 | - | 3,000.00 | - | - | - | - | - | - | 6,000.00 | 6,000.00 | Reduced |
| 5297 | OTHER EXPENSE | 500.00 | 500.00 | 500.00 | 500.00 | 500.00 | 500.00 | - | - | - | - | - | - | 3,000.00 | 3,000.00 | Staff asks for 3k as years past |
| 5301 | BEACH MAINTENANCE | - | - | 1,000.00 | 12,000.00 | 3,000.00 | 3,000.00 | 1,000.00 | - | - | - | - | - | 20,000.00 | 20,000.00 | Reduced based on actuals |
| 5310 | VOLL CDA | 10,000.00 | 10,000.00 | 10,000.00 | 4,000.00 | 4,000.00 | 4,000.00 | 6,000.00 | 4,000.00 | 2,000.00 | 4,000.00 | 2,000.00 | 5,000.00 | 65,000.00 | 65,000.00 | PROJECT MNGR CONSULTANT @ 50k and unforeseen cost |
| 5325 | NORTH SHORE ELECTRIC | 441.00 | 441.00 | 441.00 | 441.00 | 441.00 | 441.00 | 441.00 | 441.00 | 441.00 | 441.00 | 441.00 | 441.00 | 5,292.00 | 5,292.00 | No change |
| 5335 | SUMMERFIELD ELECTRIC | 490.00 | 490.00 | 490.00 | 490.00 | 490.00 | 490.00 | 490.00 | 490.00 | 490.00 | 490.00 | 490.00 | 490.00 | 5,880.00 | 5,880.00 | No change |
| 5345 | LAKE ANITA ELECTRIC | 301.00 | 301.00 | 301.00 | 301.00 | 301.00 | 301.00 | 301.00 | 301.00 | 301.00 | 301.00 | 301.00 | 301.00 | 3,612.00 | 3,612.00 | No change |
| 5346 | AUDUBON TER N TH ELECTRIC | 264.00 | 264.00 | 264.00 | 264.00 | 264.00 | 264.00 | 264.00 | 264.00 | 264.00 | 264.00 | 264.00 | 264.00 | 3,168.00 | 3,168.00 | Based on actuals |
| 5400 | COLDSTREAM POOL MANAGEMENT | 4,000.00 | 5,000.00 | 12,000.00 | 14,000.00 | 15,000.00 | 13,000.00 | 5,089.00 | 5,088.00 | - | - | - | - | 73,177.00 | 73,177.00 | Per Contract addition of night swim Fri & Sat + Adult Manager |
| 5404 | COLDSTREAM POOL TELEPHONE | 35.00 | 35.00 | 80.00 | 80.00 | 80.00 | 80.00 | 80.00 | 35.00 | 35.00 | 35.00 | 35.00 | 35.00 | 645.00 | 645.00 | No change |
| 5405 | COLDSTREAM POOL ELECTRIC | 920.00 | 920.00 | 1,400.00 | 1,500.00 | 1,700.00 | 1,700.00 | 1,700.00 | 1,600.00 | 1,400.00 | 1,380.00 | 1,380.00 | 1,380.00 | 16,980.00 | 16,980.00 | No change |
| 5406 | COLDSTREAM POOL WATER/SEWER | 3,000.00 | - | - | - | 5,000.00 | - | - | - | 2,000.00 | - | - | - | 10,000.00 | 10,000.00 | No change |
| 5409 | COLDSTREAM CABANA | 25.00 | 25.00 | 25.00 | 25.00 | 25.00 | 25.00 | 25.00 | 25.00 | 25.00 | 25.00 | 25.00 | 25.00 | 300.00 | 300.00 | No change |
| 5412 | COLDSTREAM POOL REPAIRS | - | 1,000.00 | 1,000.00 | 1,000.00 | 1,000.00 | 1,000.00 | 1,000.00 | - | - | - | - | - | 6,000.00 | 6,000.00 | No change |
| 5415 | COLDSTREAM OTHER POOL COST | - | 750.00 | 800.00 | 800.00 | 800.00 | 700.00 | 650.00 | - | - | - | - | - | 4,500.00 | 4,500.00 | No change |

FY12 BUDGET
Based on Assessment Rate of .205 Cents

| FY2012 Fiscal Budget Approved 12/8/2010 | | Based on Assessment rate of: | | | | | | | | | | | | \$0.28 | 0.275 | | |
|--|-------------------------------|------------------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|-------------------|-------------------|--|---------------------------|
| ACCT | DESCRIPTION | Mar-11 | Apr-11 | May-11 | Jun-11 | Jul-11 | Aug-11 | Sep-11 | Oct-11 | Nov-11 | Dec-11 | Jan-12 | Feb-12 | ACCURAL BUDGET | CASH BUDGET | Comments | |
| 5430 | WESTWINDS POOL MANAGEMENT | 5,000.00 | 5,000.00 | 8,000.00 | 10,000.00 | 9,000.00 | 7,000.00 | 2,000.00 | 1,268.00 | - | - | - | - | 47,266.00 | 47,266.00 | Per Contract changes to staffing for savings over last year | |
| 5434 | WESTWINDS POOL TELEPHONE | 35.00 | 35.00 | 60.00 | 80.00 | 80.00 | 80.00 | 80.00 | 35.00 | 35.00 | 35.00 | 35.00 | 35.00 | 645.00 | 645.00 | No change | |
| 5435 | WESTWINDS POOL ELECTRIC | 350.00 | 350.00 | 600.00 | 980.00 | 980.00 | 980.00 | 600.00 | 400.00 | 400.00 | 400.00 | 400.00 | 400.00 | 6,840.00 | 6,840.00 | No change | |
| 5436 | WESTWINDS POOL WATERSEWER | - | 2,000.00 | - | - | - | 4,000.00 | - | - | 2,000.00 | - | - | - | 8,000.00 | 8,000.00 | Reduced based on FY11 actuals | |
| 5442 | WESTWINDS POOL REPAIRS | - | 400.00 | 500.00 | 800.00 | 800.00 | 800.00 | 800.00 | 400.00 | - | - | - | - | 4,500.00 | 4,500.00 | No change | |
| 5445 | WESTWINDS OTHER POOL COSTS | - | 150.00 | 250.00 | 400.00 | 500.00 | 400.00 | 400.00 | 400.00 | - | - | - | - | 2,500.00 | 2,500.00 | No change | |
| 5480 | SUMMERFIELD POOL MANAGEMENT | 5,000.00 | 8,000.00 | 10,000.00 | 13,000.00 | 14,000.00 | 10,000.00 | 5,000.00 | 2,596.00 | - | - | - | - | 67,596.00 | 67,596.00 | Per Contract changes to staffing for savings over last year Adult Manage | |
| 5484 | SUMMERFIELD POOL TELEPHONE | 35.00 | 35.00 | 80.00 | 80.00 | 80.00 | 80.00 | 80.00 | 35.00 | 35.00 | 35.00 | 35.00 | 35.00 | 645.00 | 645.00 | No change | |
| 5485 | SUMMERFIELD POOL ELECTRIC | 150.00 | 450.00 | 1,050.00 | 1,450.00 | 1,450.00 | 1,450.00 | 945.00 | 280.00 | 252.00 | 200.00 | 200.00 | 200.00 | 8,077.00 | 8,077.00 | No change | |
| 5486 | SUMMERFIELD POOL WATERSEWER | - | 2,000.00 | - | - | - | 4,000.00 | - | - | 1,500.00 | - | - | - | 7,500.00 | 7,500.00 | Reduced based on FY11 actuals | |
| 5472 | SUMMERFIELD POOL REPAIRS | - | 800.00 | 1,000.00 | 1,000.00 | 1,000.00 | 500.00 | 400.00 | 300.00 | - | - | - | - | 5,000.00 | 5,000.00 | No change | |
| 5475 | SUMMERFIELD OTHER POOL COSTS | - | 750.00 | 800.00 | 800.00 | 800.00 | 700.00 | 650.00 | - | - | - | - | - | 4,500.00 | 4,500.00 | No change | |
| | TOTAL POOLS | 18,550.00 | 27,700.00 | 37,665.00 | 45,995.00 | 52,295.00 | 48,495.00 | 19,499.00 | 12,450.00 | 7,682.00 | 2,110.00 | 2,110.00 | 2,110.00 | 274,661.00 | 274,661.00 | | |
| 5611 | LLA OFFICE REPAIRS | - | - | 1,000.00 | 1,000.00 | 500.00 | - | - | - | - | - | - | - | 2,500.00 | 2,500.00 | No change | |
| 5515 | LLA OFFICE TELEPHONE | 833.00 | 833.00 | 833.00 | 833.00 | 833.00 | 833.00 | 833.00 | 833.00 | 833.00 | 833.00 | 833.00 | 837.00 | 10,000.00 | 10,000.00 | Reduced | |
| 5630 | LLA OFFICE CLEANING | 270.00 | 270.00 | 270.00 | 270.00 | 405.00 | 270.00 | 270.00 | 270.00 | 270.00 | 405.00 | 270.00 | 270.00 | 3,510.00 | 3,510.00 | | |
| 5601 | VEHICLE MAINTENANCE | 330.00 | 330.00 | 330.00 | 330.00 | 330.00 | 330.00 | 330.00 | 330.00 | 330.00 | 330.00 | 330.00 | 370.00 | 4,000.00 | 4,000.00 | No change | |
| 5605 | MAINTENANCE SUPPLIES | 500.00 | 500.00 | 500.00 | 500.00 | 500.00 | 500.00 | 500.00 | 500.00 | 500.00 | 500.00 | 500.00 | 500.00 | 6,000.00 | 6,000.00 | Increased based on actuals | |
| 5606 | EQUIPMENT RENTAL | 250.00 | 250.00 | 250.00 | 250.00 | 250.00 | 250.00 | 250.00 | 250.00 | 250.00 | 250.00 | 250.00 | 250.00 | 3,000.00 | 3,000.00 | Increased based on actuals | |
| 5607 | EQUIPMENT PURCHASES | - | - | 10,000.00 | 10,000.00 | - | - | - | - | - | - | - | - | 20,000.00 | 20,000.00 | | |
| 5611 | VEHICLE FUEL | 330.00 | 330.00 | 330.00 | 330.00 | 330.00 | 330.00 | 330.00 | 330.00 | 330.00 | 330.00 | 330.00 | 370.00 | 4,000.00 | 4,000.00 | Reduced based on actuals | |
| 5613 | STAFF CLOTHING | - | - | 300.00 | 300.00 | - | - | - | - | - | - | - | - | 600.00 | 600.00 | Reduced | |
| 5630 | COMMON AREA REPAIRS | 1,100.00 | 1,100.00 | 1,100.00 | 1,100.00 | 1,100.00 | 1,100.00 | 1,100.00 | 1,100.00 | 1,100.00 | 1,100.00 | 1,000.00 | 1,000.00 | 13,000.00 | 13,000.00 | Increased based on actuals | |
| 5631 | COMMON AREA MAINT OUTSOURCE | - | - | - | - | - | - | - | - | - | - | - | - | - | - | Removed from budget perform in house by CSS | |
| 5640 | PLAYGROUND EQP REPAIRS/MAINT | 400.00 | 400.00 | 400.00 | 500.00 | 500.00 | 400.00 | 400.00 | 400.00 | 400.00 | 400.00 | 400.00 | 400.00 | 5,000.00 | 5,000.00 | No change | |
| 5650 | SIGNAGE | 200.00 | 200.00 | 200.00 | 2,800.00 | 2,700.00 | 200.00 | 200.00 | 200.00 | 200.00 | 200.00 | 200.00 | 200.00 | 7,500.00 | 7,500.00 | No change | |
| 5656 | DAM INSPECTIONS | - | - | - | 1,000.00 | 1,000.00 | 1,000.00 | 1,000.00 | 1,000.00 | 1,000.00 | 1,000.00 | - | - | 7,000.00 | 7,000.00 | Reduced | |
| 5680 | DEPRICIATION EXPENSE | 3,484.23 | 3,484.23 | 3,484.23 | 3,484.23 | 3,484.23 | 3,484.23 | 3,484.23 | 3,484.23 | 3,484.23 | 3,484.23 | 3,484.23 | 3,484.23 | 41,810.76 | - | Amortization schedule | |
| 5621 | EQUIPMENT LOAN REPAYMENT | 1,471.09 | 1,482.09 | 1,010.74 | 1,016.53 | 571.85 | 574.78 | 578.23 | - | - | - | - | - | - | 6,704.81 | 6,704.81 | Per Amortization schedule |
| 5701 | LAKE ANITA GROUNDS | 626.83 | 626.83 | 626.83 | 626.83 | 626.83 | 626.83 | 626.83 | 626.83 | 626.83 | 626.83 | 626.83 | 626.83 | 7,522.00 | 7,522.00 | Per contract | |
| 5704 | NORTH SHORE GROUNDS | 707.92 | 707.92 | 707.92 | 707.92 | 707.92 | 707.92 | 707.92 | 707.92 | 707.92 | 707.92 | 707.92 | 707.88 | 8,495.00 | 8,495.00 | Per contract | |
| 5707 | SUMMERFIELD GROUNDS | 652.25 | 652.25 | 652.25 | 652.25 | 652.25 | 652.25 | 652.25 | 652.25 | 652.25 | 652.25 | 652.25 | 652.25 | 7,827.00 | 7,827.00 | Per contract | |
| 5711 | GROUNDS MAINTENANCE PROGRAM | 8,198.42 | 8,198.42 | 8,198.42 | 8,198.42 | 8,198.42 | 8,198.42 | 8,198.42 | 8,198.42 | 8,198.42 | 8,198.42 | 8,198.42 | 8,198.38 | 98,381.00 | 98,381.00 | Per contract | |
| 5715 | ADDITIONAL LAWN & LANDSCAPING | 800.00 | 800.00 | 800.00 | 1,000.00 | 1,000.00 | 800.00 | 800.00 | 800.00 | 800.00 | 800.00 | 800.00 | 800.00 | 10,000.00 | 10,000.00 | No change | |
| 5718 | LARGE TREE PRUNING/REMOVAL | 1,000.00 | 1,000.00 | 1,000.00 | 1,000.00 | 1,000.00 | 1,000.00 | 1,000.00 | 1,000.00 | 1,000.00 | 1,000.00 | 1,000.00 | 1,000.00 | 12,000.00 | 12,000.00 | No change | |
| 5724 | WEST WINDS GROUNDS | 3,720.00 | 3,720.00 | 3,720.00 | 3,720.00 | 3,720.00 | 3,720.00 | 3,720.00 | 3,720.00 | 3,720.00 | 3,720.00 | 3,720.00 | 3,720.00 | 44,640.00 | 44,640.00 | No change | |
| | TOTAL GROUNDS | 15,705.42 | 15,705.42 | 15,705.42 | 15,905.42 | 15,905.42 | 15,705.42 | 15,705.42 | 15,705.42 | 15,705.42 | 15,705.42 | 15,705.42 | 15,705.38 | 188,865.00 | 188,865.00 | | |

FY12 BUDGET
Based on Assessment Rate of .205 Cents

| FY2012 Fiscal Budget Approved 12/6/2010 | | Based on Assessment rate of: | | | | | | | | | | | | \$0.28 | 0.275 | Comments |
|--|---------------------------------|------------------------------|-------------|--------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|------------|------------|-------------------|----------------|---|
| | | | | | | | | | | | | | | FY2012 | | |
| ACCT | DESCRIPTION | Mar-11 | Apr-11 | May-11 | Jun-11 | Jul-11 | Aug-11 | Sep-11 | Oct-11 | Nov-11 | Dec-11 | Jan-12 | Feb-12 | ACCRUAL BUDGET | CASH BUDGET | |
| 5730 | TRASH REMOVAL NORTH SHORE | 848.24 | 848.24 | 848.24 | 848.24 | 848.24 | 848.24 | 848.24 | 848.24 | 848.24 | 848.24 | 848.24 | 848.24 | 10,154.88 | 10,154.88 | Per contract |
| 5731 | TRASH REMOVAL SUMMERFIELD | 1,523.68 | 1,523.68 | 1,523.68 | 1,523.68 | 1,523.68 | 1,523.68 | 1,523.68 | 1,523.68 | 1,523.68 | 1,523.68 | 1,523.68 | 1,523.68 | 18,284.16 | 18,284.16 | Per contract |
| 5732 | TRASH REMOVAL LAKE ANITA | 681.12 | 681.12 | 681.12 | 681.12 | 681.12 | 681.12 | 681.12 | 681.12 | 681.12 | 681.12 | 681.12 | 681.12 | 8,173.44 | 8,173.44 | Per contract |
| 5733 | TRASH REMOVAL-LLA | 20,959.92 | 20,959.92 | 20,959.92 | 20,959.92 | 20,959.92 | 20,959.92 | 20,959.92 | 20,959.92 | 20,959.92 | 20,959.92 | 20,959.92 | 20,959.92 | 251,519.04 | 251,519.04 | Per contract |
| 5735 | TRASH REMOVAL-AUD T NORTH TH | 288.96 | 288.96 | 288.96 | 288.96 | 288.96 | 288.96 | 288.96 | 288.96 | 288.96 | 288.96 | 288.96 | 288.96 | 3,487.52 | 3,487.52 | Per Contract |
| 5734 | TRASH REMOVAL-MAINT | 317.00 | 317.00 | 317.00 | 317.00 | 317.00 | 317.00 | 317.00 | 317.00 | 317.00 | 317.00 | 317.00 | 317.00 | 3,804.00 | 3,804.00 | Estimated, no change |
| 5751 | SHERRIFFS DEPUTIES | - | - | 2,400.00 | 3,200.00 | 3,300.00 | 3,300.00 | 3,200.00 | 3,200.00 | 3,200.00 | 3,200.00 | - | - | 25,000.00 | 25,000.00 | No change |
| 5757 | Security | - | - | 11,000.00 | 11,000.00 | 12,000.00 | 13,000.00 | 13,000.00 | - | - | - | - | - | 60,000.00 | 60,000.00 | Reduced based on actuals |
| | LARGE PROJECTS/Amenities | | | | | | | | | | | | | | | |
| 5766 | ASPEN NORTH CDA | 34,500.00 | - | - | - | - | - | - | - | - | - | - | - | 34,500.00 | 34,500.00 | 115 lots x 300 |
| 5770 | ROAD REPAIR/MAINT MANUAL | - | - | 37,000.00 | 22,000.00 | 16,000.00 | 33,300.00 | - | - | - | - | - | - | 108,300.00 | 108,300.00 | Now Includes Road Maintenance (from 5805) & Amounts subject to LLCs |
| | TOTAL EXPENSES | 197,800 | 166,453 | 257,692 | 250,948 | 221,592 | 232,657 | 169,761 | 170,020 | 138,438 | 134,425 | 125,860 | 128,824 | 2,168,971 | 2,163,865 | |
| | OPERATING REVENUE LESS EXPENSES | 2,678 | 34,500 | (86,299) | (67,495) | (44,014) | (43,774) | 6,052 | 22,833 | 64,217 | 72,178 | 66,663 | 97,521 | 121,765 | 156,871 | |
| | Cash surplus | 120,000 | - | - | - | - | - | - | - | - | - | - | - | 120,000.00 | 120,000.00 | |
| | NET Operating Revenue Less Exp | 122,678 | 34,500 | (86,299) | (67,495) | (44,014) | (43,774) | 6,052 | 22,833 | 64,217 | 72,178 | 66,663 | 97,521 | 241,765 | 276,871 | |
| RESERVES | | | | | | | | | | | | | | | | |
| 1410 | COMMON AREA RESERVES DEPOSITS | 25,666.00 | 25,666.00 | 25,666.00 | 25,666.00 | 25,666.00 | 25,666.00 | 25,666.00 | 25,666.00 | 25,666.00 | 25,666.00 | 25,666.00 | 25,674.00 | 308,000.00 | 308,000.00 | per reserve study |
| 1416-20 | TOWNHOUSE RESERVES DEPOSITS | - | - | - | - | - | - | - | - | - | - | - | - | - | - | Included in common |
| 1413 | ROAD REPLACEMENT RESERVE | 11,000.00 | 11,000.00 | 11,000.00 | 11,000.00 | 11,000.00 | 11,000.00 | 11,000.00 | 11,000.00 | 11,000.00 | 11,000.00 | 11,000.00 | 11,000.00 | 132,000.00 | 132,000.00 | |
| 1414 | ROAD MAINT. RESERVES DEPOSITS | - | - | - | - | - | - | - | - | - | - | - | - | - | - | Should be from road replacement |
| 1424 | TRAIL RESERVES DEPOSIT | - | - | - | - | - | - | - | - | - | - | - | - | - | - | not a good account new trails come from amenities account |
| 1426 | SNOW REMOVAL RESERVES DEP | 20,000.00 | 20,000.00 | 20,000.00 | 20,000.00 | 20,000.00 | 20,000.00 | 18,000.00 | - | - | - | - | - | 139,000.00 | 139,000.00 | per averaging not assess reserve funds |
| | TOTAL RESERVE DEPOSITS | 56,666.00 | 56,666.00 | 56,666.00 | 56,666.00 | 56,666.00 | 56,666.00 | 54,666.00 | 36,666.00 | 36,666.00 | 36,666.00 | 36,666.00 | 36,674.00 | 578,000.00 | 578,000.00 | |
| 1437 | SHUR FUNDING DEPOSITS | - | - | - | - | - | - | - | - | - | - | - | - | - | - | do not expect anything this fiscal due to state funding issues |
| 4515 | INTEREST - Reserves | 4,000.00 | 4,000.00 | 4,000.00 | 4,000.00 | 4,000.00 | 4,000.00 | 4,000.00 | 4,000.00 | 4,000.00 | 4,000.00 | 4,000.00 | 4,000.00 | 48,000.00 | 48,000.00 | No change |
| | TOTAL DEPOSITS + INTEREST | 60,666.00 | 60,666.00 | 60,666.00 | 60,666.00 | 60,666.00 | 60,666.00 | 60,666.00 | 40,666.00 | 40,666.00 | 40,666.00 | 40,666.00 | 40,674.00 | 626,000.00 | 626,000.00 | |
| 5805 | ROAD MAINT. RESERVE EXPEND. | - | - | - | - | - | - | - | - | - | - | - | - | - | - | General Maintenance and Manual creation |
| 5810 | COMMON AREA RES. EXPENDITURE | - | 120,000.00 | 120,000.00 | 30,000.00 | 30,000.00 | 40,000.00 | 30,000.00 | 30,000.00 | - | - | - | - | 400,000.00 | 400,000.00 | Included in Common Area Projections from reserve workbook |
| 5824 | TRAIL REHABILITATION EXPENSES | - | - | - | - | - | - | - | - | - | - | - | - | - | - | |
| 5826 | SNOW REMOVAL EXPENSES | 20,000.00 | - | - | - | - | - | - | - | - | - | - | 20,000.00 | 48,000.00 | 50,000.00 | Not assess reserve funds |
| 5835 | ESPLANADE REPAIRS LEVEL 1 | 100,000.00 | 25,000.00 | 50,000.00 | - | - | - | - | - | - | - | - | - | 175,000.00 | 175,000.00 | Included in Common Area Projections from reserve workbook |
| 5837 | SHUR FUNDING EXPENDITURES | - | 10,000.00 | - | - | - | - | - | - | - | - | - | - | - | - | |
| | TOTAL RESERVE EXPENSE | 120,000.00 | 155,000.00 | 170,000.00 | 30,000.00 | 30,000.00 | 40,000.00 | 30,000.00 | 30,000.00 | - | - | - | 20,000.00 | 48,000.00 | 50,000.00 | |
| | NET RESERVE CONTRIBUTIONS | (59,334.00) | (94,334.00) | (109,334.00) | 30,666.00 | 30,666.00 | 20,666.00 | 23,666.00 | 10,666.00 | 40,666.00 | 20,666.00 | (7,334.00) | (9,326.00) | (87,000.00) | (97,000.00) | |

LAKE LINGANORE ASSOCIATION

RULES AND REGULATIONS

Revised August 2010

These Rules and Regulations have been adopted by the Board of Directors in furtherance of meeting the objectives and constraints under the Covenants and Bylaws.

SECTION 1

- a) Motor Boats on Lake Linganore Association Lakes:** Boats equipped with or using an internal combustion motor shall not be launched or operated on any lake on the Lake Linganore Association properties. A boat propelled by an internal combustion motor is authorized only for emergency, rescue, law enforcement, fire protection, or by the Association or a government agency for maintenance, security, and compliance purposes. Boats using electric battery motors and wind and any paddle driven boats may be operated on the lakes. Any boat operated or docked on the lakes or stored in an Association boat rack must display a current Association registration sticker. A trailered boat may be launched or recovered only at designated launching ramps. Any boat found in violation shall be removed and the owner shall have boating registration revoked.
- b) Playground and Pool Discipline:** Persons appointed or employed by the Association as lifeguards, guards, playground supervisors or instructors are authorized to enforce the Rules and Regulations established by the Board of Directors for recreation facilities and their use; and such lifeguards, guards, playground supervisors or instructors are authorized to exclude members and other persons from such recreational facilities for the remainder of the same day when such member or other person fails or refuse to comply with such rules or regulations.
- c) Off-the-Road Vehicles:** No 2,3, or 4 wheel "off-the-road" vehicles, as not commonly licensed by the State of Maryland, are allowed to be used on any Association property or the property of any member of the Association and, further, that no aircraft used for the conveyance of people be allowed to be used on any Association property or the property of any member, and further; that no snow track vehicles are allowed within the PUD, and further; that two and four-wheel drive trucks and vehicles which are commonly licensed as "RVs" or MPVs" are restricted to use on the established roads of Lake Linganore. The only exception to these two- and four-wheel drive trucks and vehicles for official off-road use is for official emergency and law enforcement vehicles, Lake Linganore service and security vehicles and local government vehicles. Also excepted are "golf carts" for on-road use only and on specifically designated pathways. All such excepted vehicles shall be operated only by State licensed operators and shall honor all rules and laws as commonly respected by automobiles and other legally licensed vehicles on the roads of Lake Linganore and so on the public roads of Maryland. These restrictions are established in the interest of safety of residents, for the protection to Association and private property, to provide for the preservation of the values of property and amenities in the said community, and to maintain a community primarily residential in nature. It being further understood that the first violation of any of the above will result in a "TRESPASS" or "IMPROPER VEHICLE USE" notice to the owner and the second violation will result in appropriate further action.

SECTION 2 - Firearms/Air Rifles/BB Guns/Bow and Arrows

- a) It shall be unlawful to discharge a rifle, an air rifle, or air or gas gun of any kind, or to discharge with force a pellet of any kind, or to discharge an arrow from a bow (except in designated areas), a sling shot, a shot gun, gun or any fire arm or weapon from which a shot or other object is discharged, within the PUD of Lake Linganore at Eaglehead, whether on private property or on Association property.
- b) It shall be unlawful to carry within the PUD of Lake Linganore at Eaglehead a gun or any of the items described in paragraph a) above, while loaded with shell, cartridge or projectile.
- c) It shall be unlawful to hunt, target, or skeet shoot on the property known as Lake Linganore at Eaglehead at any time.

(The single exception the carrying of loaded weapons so described or the discharge of such will be those officials of a Sheriff's department, a Maryland or Federal law enforcement officer in the official business of their office.)

SECTION 3 - Barking Dogs, Fowl and Loose Pets

- a) Frederick County Code, Chapter 1-5, Articles I & II, are formally adopted as consistent with the Lake Linganore Animal and Fowl regulations and restrictions.
- b) Recognition and observance by Lake Linganore residents and guests of the named Frederick County Code will be the responsibility of the individual member and their guests, and such members may expect a citation of violation be the Association for any such violation, as well as those which may be evidenced from Frederick County.

SECTION 4 - Trash, Debris, Garbage and Refuse

- a) In addition to the stipulations of the Covenants under Article VII, paragraph 25, the following conditions will be observed by each property owner or resident:
 - 1. Trash, debris, garbage and refuse of any kind will not be put out for pickup before the evening proceeding the established and regular pickup day for the specific home by the collector. Trash, debris, garbage and refuse will be placed for pickup in covered containers designed specifically for the purpose and will exclude plastic bags, paper or wood boxes and paper bags. Following the scheduled pickup the container will be replaced in the proper area of the residence, out of sight, no later than the evening following the pickup.
 - 2. LLA does not provide collection service for any refuse other than household waste. Residents are responsible for disposal of any appliances, furniture, hazardous waste, large bulky items, or any other item not accepted by the contracted waste hauler.
 - 3. Trash, debris, garbage and refuse will not be dumped on any area, private or otherwise, of the PUD of Lake Linganore by any resident, developer, builder or any other person. Such dumping will be a violation of the Covenants and will result in a citation and possible fine as well as the clean up cost to the person(s) dumping the material. This is understood to include all types of building material waste as well as household material.

SECTION 5 - Unlicensed and/or Abandoned Vehicles

- a) In addition to the stipulations of the Covenants under Article VII, paragraph 22, the following condition will be observed by each property owner or resident:
 1. The parking of an unlicensed (currently unregistered in Maryland or any other state for legal road travel on the date of discovery), any junked, partially assembled or disassembled, and/or abandoned vehicles, including cars, trucks, trailers, campers, motorcycles, or any normal powered or towed vehicle is not permitted within the PUD of Lake Linganore, either on private property or any other property.

SECTION 6 - Vehicles on Amenity Ground Area

- a) No vehicles are allowed on the amenity areas, i.e. parks, trails, paths, dams, playing fields, beaches, tennis courts, lakes, etc. with the exception of designated parking areas, and anyone found in violation will be both financially responsible for any damage to the amenity and will also be subject to citation of Trespass by the Association.
- b) Such vehicles include cars, buses, trucks, trailers, recreation type vehicles, motorcycles, mini-bikes, dirt bikes, three wheel vehicles, any ATVs, snowmobiles, tractors, helicopters, gasoline powered boats, and such similar type vehicles, powered or unpowered.
- c) Exceptions to this Section 6 include Association, public service, and/or county or state owned vehicles on official business, or recognized builders or developers in the specific act of providing utilities or services to a lot or to areas being developed at that time under an approved plan.

SECTION 7 - Application for Exterior Alteration

Property owners are required by LLA covenants to submit an application for any significant alteration to the exterior of the subject property. Application forms are available at the Lake Linganore Office and on the LLA website and must be completed according to their respective instructions to be acceptable for review. Applications are subject to review and approval by the LLA ECC Administrator or committee. Below are the applicable categories and application fees for various types of projects.

- a) Repair – A homeowner who is replacing/maintaining an existing structure with like for like materials (e.g. replacing a roof with same color/make of shingle, repairing an existing deck, etc) is not required to submit an ECC application. No fee is required.
- b) Minor Projects – A homeowner making alterations to their property must complete an ECC application and it must be approved by the ECC prior to work commencing. These alterations include, but are not limited to: repainting using new colors, replacing any windows and/or doors, fences, decks, modification to a driveway, landscape/drainage modifications, retaining walls, awnings, sheds, roofing, siding, chimney, solar panels, relocation of utilities, propane tanks, etc. There is a \$20 application fee for minor projects.
- c) Major Projects - A homeowner making alterations to their property must complete an ECC application and it must be approved by the ECC prior to work commencing. The property owner may also (based on the scope of project) be required to execute a Construction Authorization Contract with LLA. These alterations include, but are not limited to: additions, sunrooms, in-ground swimming pools, detached garages, etc.

There is a \$150 application fee for major projects and an additional \$2,500 compliance deposit for major projects.

- d) **New Home** – A property owner requesting to build a new home must complete an ECC application and it must be approved by the ECC prior to work commencing. The property owner is also required to execute a Construction Authorization Contract with LLA. There is a \$500 application fee for major projects and an additional \$2,500 compliance deposit for major projects.

SECTION 8 - 8" Siding to Grade

- a) **Front and side elevations:** if exposed textured foundation has more than two feet of exposed foundation then appropriate foundation plantings (landscaping) are required to shelter the view of the foundation. Landscape plans are to be submitted to the ECC with house plans for approval.
- b) **Rear elevations:** when more than four feet of the textured (patterned) concrete foundation is exposed then steps must be taken to break up the look of the solid foundation wall. Appropriate options could include installations of additional windows, sliding glass doors, double level decking or other similar actions. Should a chimney run down the rear of the house, bricking or stone work used for the chimney should be carried to ground level. Appropriate landscaping and shrubs should be planted to further minimize visibility of exposed textured foundation. Builder/developer plans for breaking the appearance of the wall to be submitted with house plans for approval by the ECC.
- c) **Grading:** grading of lot with exposed textured concrete will be done to minimize amount of exposed foundation while remaining consistent with controlled stormwater runoff requirements.
- d) **Exposed block/untextured concrete:** is not acceptable, will require siding be brought down over these foundation walls to eight inches of grading.

SECTION 9 – Winter Weather Plans

Winter Weather Plan

The LLA Winter Weather Plan is to be enacted anytime there is the potential for a winter precipitation event including snow, sleet and / or freezing rain as pronounced by the National Weather Service.

The purpose of this plan is to ensure that roadways are clear of vehicle traffic and parked cars to allow for the safe passage of snow removal equipment and / or emergency service vehicles.

This plan will go into effect no more than eight hours prior to the forecasted weather event and will remain in effect no more than eight hours after precipitation has ceased.

The following roads are deemed as snow emergency routes. Parking along these roads will be prohibited during the storm event once the plan is enacted. Vehicles parked along these roads during a storm event can be towed at the owner's expense.

Snow Emergency Routes:

- ASPEN - Accipiter Drive

- BALMORAL - Balmoral Ridge (includes mailbox area)
- COLDSTREAM - Coldstream Drive
- COLDSTREAM - Coolfont Crossing
- Eaglehead Drive (east and west)
- MEADOWS - Fox Chase Road
- MEADOWS - Fox Chase Crossing
- MEADOWS - Meadowlake Road
- NIGHTINGALE - Nightingale Court
- NORTH SHORE - North Shore Way
- PINEHURST - Old Barn Road
- PINEHURST - Pinehurst Drive
- PINEHURST - Rockledge Road
- PINEHURST - Twin Lake Drive
- PINEHURST - Hemlock Point Road
- PINEHURST - Lakeridge Road (and East and West)
- PINEHURST - Edgewood Road
- PINEHURST - Beach Drive
- WOODRIDGE – Woodridge Dr.
- WOODRIDGE – Woodrise Rd.

Designated Parking Areas During Snow Events

- Hemlock Point Rd. at East Lakeridge Gravel Pull off (7 Cars)
- Coldstream Pool Parking Lot
- Eaglehead Dr Pull off Across from Meadows mailboxes (4 Cars)

General Information

Residents and lot owners are asked to inform the LLA office of any personal emergency necessities such as the need for daily access for medical care. A list of critical care residents will be maintained at the LLA office for the snow season.

Four-wheel drive and snowmobile owners are asked to be available to assist neighbors with emergency medical access needs or other service assistance. A list of volunteer drivers will be maintained at the LLA office for use in case of emergency. Contact the office by calling 301-831-6400, ext. 17.

Linganore residents with professional medical backgrounds also are asked to volunteer in cases of snow emergency. These individuals should be available to assist neighbors with emergency medical care within skill level. A list of emergency medical care volunteers will be maintained at the LLA office for use in case of emergency. Those interested in volunteering should contact the LLA office at the number listed above.

In addition, residents are asked to do the following in snow emergency situations:

- Do not park on the streets; park in your garage or driveway so that snow plows can do their job and emergency vehicles can get through, if needed.
- Clear snow from your driveways, parking areas, heating compressors, mailboxes, nearby fire hydrants, storm drains and trash container areas.
- Report hazards and areas in need of maintenance to the association by calling 301-831-6400, ext. 13, 17 or 19. In case of an emergency involving community roads and properties after office hours, call 301-293-3802. The information will immediately be reported to LLA officials.

SECTION 10 - Silt Fence Policy

In order to prevent the erosion of soil, particularly into the lakes, the following policy is recommended.

- a) **Lake front property only:** Erosion control shall be silt fence supported by chain link fence on metal fence posts (super silt fence) installed in locations approved by the ECC Administrator.
- b) **All other property:** Erosion control shall be silt fence supported on wooden silt fence posts (2" X 2").

SECTION 11 - Solicitation Policy

Solicitation within the Lake Linganore Community is permitted under the following conditions and approved by the Board of Directors July 29, 1996.

- a) **Non-Profit Organizations:** solicitors must obtain a permit from the General Manager for the period that door to door solicitation will be done.
- b) **Profit Groups/Individuals:** are not permitted to solicit in Lake Linganore door to door.
- c) **Businesses:** such as Schwann's and M&M Ice Cream are allowed to traverse the community but, are prohibited from soliciting door to door.

SECTION 12 – Exterior of Property

Temporary Seasonal Items

Items such as plastic/inflatable pools, trampolines, tents, temporary canopies, any other inflatable items or any other temporary item may only be placed on private property. These items may on be placed in the rear yards on the property and should be kept neat in appearance. Temporary basketball hoops must be registered with the Lake Linganore Association and may not be left in, or adjacent to, a yard or street when not in use. All aforementioned items must be removed and properly stored when not in use. Approval by the Lake Linganore Association Environmental Control Committee (ECC) may be required for large or unusual items.

Exterior Lighting

Exterior lighting such as string lights, holiday lights, or other non-permanent lighting (such as lamp posts) may only be temporarily displayed for a holiday related event. These temporary lights may not remain displayed year-round and must be removed within 10 days after the holiday related to the light display.

Holiday Displays

Plastic and inflatable holiday displays, ornaments placed in trees and/or shrubs, or any other holiday decorations may not remain displayed year-round and must be removed within 10 days after the holiday related to the display.

Discharge of Fireworks

Discharging of any type of fireworks on Lake Linganore Association property, unless specifically authorized by the Lake Linganore Association Board of Directors, is prohibited. Discharging of fireworks on private property must be in accordance with Maryland State Law.

SECTION 12 – COMMON AREA / AMENITY RULES

a) Proof of Membership. As the Association has substantial Common Properties and amenities, it has been necessary for the Association to implement membership cards for the use of the Common Properties and amenities of the Association. All Members in Good Standing (as defined in Article I of the Bylaws) shall receive membership cards for the Member and the Member's dependents, as provided in Article III of the Covenants. The valid decal for the current year must be affixed to such membership card in order for it to be considered current. Additionally, a Member in Good Standing who rents a Living Unit to a tenant may, by providing written notification to the Association, authorize the Association to issue a membership card to the Member in Good Standing's tenant, in which case the Member in Good Standing will not be eligible for its own membership card. A Member in Good Standing may elect to retain membership privileges and not authorize the Association to issue a membership card to the tenant, in which case the tenant may purchase an Amenities Pass as described in more detail below. Such current membership cards shall be proof of membership and shall be necessary for the use and enjoyment of the Common Properties and amenities of the Association. Each person shall keep such proof of membership with him or her at all times while on and/or using the Common Properties and amenities of the Association. The Association, by and through its authorized employees, agents and designees, may at any time, request proof of membership from any person that may be on or using the Common Properties and amenities of the Association. Failure to provide proof of membership when requested may result in such person's removal from the Common Properties and amenities of the Association.

b) LLA Amenities Pass. Individuals who are not Members or dependents of Members may apply for and if approved, purchase a pass to permit the individual to access and use the amenities and pools of LLA, with parking privileges limited to the pool area parking lot ("LLA Amenities Pass"). An LLA Amenities Pass does not authorize the holder to bring guests onto the Common Properties or amenities of the Association. To apply for an LLA Amenities Pass, a Member in Good Standing must provide the Association with documentation demonstrating that the individual seeking the LLA Amenities Pass is a permanent resident of LLA or a caregiver, babysitter, au pair, or other service provider who is temporarily residing in the Member in Good Standing's home. If the application is approved, the Member in Good Standing or potential LLA Amenities Pass holder must pay the annual LLA Amenities Pass fee of \$360.00, which amount is subject to change at the sole discretion of the Association. A separate application and fee is required for each individual who seeks an LLA Amenities Pass. An LLA Amenities Pass is valid of one year from the date of issuance.

c) Guests. A Member in Good Standing may have up to 10 guests on the Common Properties and amenities of the Association without prior approval from the Board of Directors or the Association. No Member may have more than 10 guests on the Common Properties and amenities of the Association without prior approval from the Board of Directors or the General Manager. Failure to comply with these requirements shall be a violation of these Rules and Regulations and shall be subject to enforcement action by the Association.

Tenants with membership cards and minor children and other family and household members of a Member in Good Standing shall be permitted to have a maximum of two (2) guests on the Common Properties and amenities of the Association without the presence of the Member in Good Standing. The holder of an LLA Amenities Pass is not authorized to bring guests on the Common Properties and amenities of the Association. No exceptions shall be allowed and failure to comply shall be a violation of these Rules and Regulations and subject to

enforcement action by the Association. Additionally, the Association, by and through its designated employees or agents may require the removal of the unauthorized guests.

d) Trails. The trails and esplanade that are part of the Association's Common Properties shall be used to traverse the Association's Common Properties by foot, bicycle and golf cart registered with the Association in accordance with adopted Rules and Regulations. There shall be no loitering or gathering on such Common Properties. Such loitering and gathering that impedes the intended use of the trail, esplanade and other such Common Properties shall be a violation of these Rules and Regulations and may be subject to enforcement by the Association.

e) Dogs. In addition to all applicable Frederick County laws and regulations and other Rules and Regulations of the Association, all dogs shall be maintained on a leash and under the control at all times while on the Common Properties of the Association. Additionally, leashed dogs are allowed on the beaches within the Common Properties of the Association between the hours of 7:00 a.m. until 10:00 p.m. except during the period from Memorial Day until Labor Day. During this period from Memorial Day until Labor Day, leashed dogs will only be allowed on the beaches within the Common Properties of the Association between the hours of 7:00 p.m. and 10:00 p.m. There will be no exceptions to this requirement and failure to comply shall be a violation of these Rules and Regulations and shall be subject to enforcement action by the Association.

f) Code of Conduct. Members in Good Standing, family and household members, guests and tenants' and their guests shall maintain proper decorum at all times when on or using the Common Properties and amenities of the Association and shall refrain from offensive language and behavior. Failure to comply with this requirement shall be a violation of these Rules and Regulations and subject to enforcement action by the Association.

g) Enforcement Action. In addition to all enforcement actions as may be authorized under the Lake Linganore Association, Inc. Due Process Enforcement Procedures, the following additional immediate enforcement actions may be taken.

- The Association may issue a citation in the form of a "ticket" on-site that will be followed up with a formal notice of violation in accordance with the Due Process Enforcement Procedures.
- The Association may require removal of the offender from the Common Properties and amenities in accordance with Section I. H. 1. of the Due Process Enforcement Procedures. In such case, the Association shall be authorized to take the individual's membership card or LLA Amenities Pass and hold temporarily pending further enforcement action.

h) Hours of Operation of Amenities. Unless otherwise provided in more specific rules and regulations of the Association, all amenities, excluding the trails, and including, but not limited to, recreational facilities, lakes, beaches, playgrounds and other such facilities, shall be open for use and enjoyment during the hours of 7:00 a.m. to 10:00 p.m. daily. The trails shall be open for use and enjoyment during the hours of 5:00 a.m. to 10:00 p.m. Use of these facilities outside of these hours of operation shall be subject to violation.