

All terms used in this document are the same as those used in the Declaration of Covenants, the Articles of Incorporation and the Bylaws of the Association. Unless the term is otherwise defined in this document, "ARC" is defined to mean "Architectural Review Committee", appointed by the Board of Directors pursuant to Article V, Section 1 of the Declaration of Covenants.

The Architectural Review Committee and the Board of Directors' approval of Architectural Change Forms are independent of any requirements deemed necessary by the county, the state or any other applicable authorities including permits, county codes and variances. All construction is at the applicants risk.

An Architectural Change Form must be submitted and approved before any construction or building changes are made.

The following items were written in compliance with Article V, Section 1 of the Policies & Procedures Declaration of Covenants of Crofton Chase Homeowners Association (CCHOA).

I. Policies and Procedures

A. Meeting Times

ARC meetings are to be held on the first Monday of every month, unless it is determined by ARC members that less/more frequent meetings are needed.

B. ARC Organization

1. The ARC is comprised of no more than five (5) members, which are appointed by the Board of Directors.
2. ARC members are expected to make every effort to attend scheduled meetings.

C. Receipt of Applications

1. All plan review requests should be directed to:

Crofton Chase Homeowners Association - ARC
c/o J.J. Ackerman Real Estate
P.O. Box 3426
Crofton, MD 21114-3426

2. Copies of all plan review request are to be distributed to all ARC members.

D. Responses to Applications

1. Per the CCHOA Declaration of Covenants, Conditions and Restrictions, the ARC is to respond to member requests and applications containing the necessary information within 30 days of receipt.
2. Each member has one vote in all review decisions. In the case of a tie, the final decision will rest with the Board of Directors.
3. Rights of Appeal: Any member whose application has been denied by the ARC may appeal that denial to the Board of Directors. To file the appeal the member must file a notice of appeal concisely setting forth the reasons why the member believes the decision of the ARC should be changed. The notice of appeal must be filed within thirty (30) days of receipt of notification from the ARC that an application has been denied. Direct appeals to: Board of Directors CCHOA, c/o J.J. Ackerman R.E., PO Box 3426, Crofton, MD 21114-3426.

4. The Board will review all appeals, after obtaining all information concerning denial. The Board will render a decision within 60 days after receipt of all information. Since the appeal procedure is optional to all members and not part of the Declaration of Covenants or By-Laws, the member shall agree upon any decision by the Board of Directors on the appeal, which may or may not be contrary to the initial decision of the ARC.

E. Record Keeping

All ARC records (including meeting minutes, copies of applications, etc.) will be maintained by the ARC Secretary with a copy sent to the management agent.

II. Rules

A. Decks

Decks will be reviewed by the ARC based on the following criteria:

1. Style

Every effort should be made to maintain consistency in style throughout the community.

2. Material

Treated lumber is the preferred construction material.

3. Past Sides of House

Except in select situations (i.e., corner lots), decks are not to be visible from the street. Decks are not allowed to extend beyond the side planes of the house.

4. Wood Treatment

Decks can be left natural (untreated) or stained with a clear wood preservative or, if painted, must be the same color as the house trim.

B. Fences

1. Style

Per Article V of the Declaration of Covenants, Conditions and Restrictions, all fences must be substantially similar in design, dimension and material to the fences installed by Elm Street Developers. As follows:

a. Privacy - maximum 6' board-on-board fence with 8' sections, substantially similar to the fence running from the entrance on the west side of Charing Cross. Styles other than board on board, which are harmonious in design, will be permitted upon approval.

b. Barrier/Decorative - 2-3 split rail fence (maximum height 48"). Only dark green wire mesh is permitted if installed on the interior of the fence. No chain link fences will be permitted.

c. Fences shall be constructed such that the finished side faces outward on all sides.

2. Material

Fences are to be constructed of treated natural color lumber.

3. Location

Fences are not permitted to extend beyond the front of the installer's house. In most cases, with the exception of fences on corner lots, the fence cannot extend beyond the fronts of adjoining houses. A request for exception may be submitted for review for odd shaped lots and house placement.

4. Wood Treatment

Fences can be natural (untreated) or stained with a clear wood preservative. Painting of fences is not permitted.

C. Additions

All additions must be constructed of similar siding/brick, trim color and shingles as the rest of the house. The ARC will also review for basic design consistency.

D. Retaining Walls

All on-lot retaining walls must be constructed of pressure treated lumber, stone and or brick similar in color to that found on the house. No wall will exceed three feet in height.

E. Miscellaneous Alterations

1. House Trim

Changing of house trim colors must be consistent with the general character of the neighborhood. Approval must be obtained from the ARC.

2. Swing Sets

Swing sets are permitted on individual lots. However, they must be located to the rear of the house. All swing sets must be maintained in good, rust-free condition. Approval is required by the ARC.

3. Mailboxes

To ensure mailboxes are consistent throughout the neighborhood, any change in design must be submitted to the ARC for approval.

4. Storm Doors

Storm Doors are permitted on any entrance, however, the storm door must be of a "full view" type, that is a full length panel of glass. The door must be painted to match the adjoining trim color. The kick plate will not exceed 16" in height. Approval must be obtained from the ARC.

5. Basketball Poles/Backboards

Basketball poles and backboards are permitted on individual lots, however, all structures must be located to the rear of the house, be free standing and maintained in good appearance. Approval must be obtained from the ARC.

6. Additional Buildings/Structures

It is the position of the ARC/Board of Directors that sheds, barns, kennels, runs, pens, other buildings and outdoor clotheslines are not to be erected on any lot, at any time. (Article V, Section 2, Item (J))

7. Satellite Dishes/Outdoor Antennas

Satellite dishes, outside television aerials, radio antenna or any antennae for reception or transmission are not allowed. (Article V, Section 2, Item (N))

8. Vehicles and Trailers

No 3/4-ton, or larger, truck and/or vehicle with more than two axles will be allowed. House trailers, motor homes, campers, vehicles with commercial lettering and signs, boats and boat trailers are not allowed. (Article V, Section 2, Item (d))

9. Miscellaneous

The storage of firewood, grills, trash cans, picnic tables, dog houses, and recycling bins must be located in the back yard of the house.

10. Other

This list is not meant to be all inclusive. Any other alteration will be judged against the same basic criteria. The ARC reserves the right to recommend alterations, or add to this list at any time.

F. Duty to Maintain

Each owner shall keep each Lot owned by him/her, and all improvements therein or thereon, in good order and repair and free of debris, including, but not limited to, the seeding, watering and mowing of all lawns, the pruning and cutting of all trees and shrubbery, the painting, maintaining, repairing or replacing (or other appropriate external care) of all buildings and other improvements, all in a manner and such frequency as is consistent with good property management. In the event an Owner of any Lot in the Community shall fail to maintain the Lot and the

improvements situated thereon, as provided in this Declaration, in the By-Laws, or as set forth in the duly adopted Rules and Regulations of the Association, the Board of Directors may, by majority vote, and after complying with the procedures set forth in Article VII of this Declaration, fine the Owner, which fine shall be collectible in the same manner as assessments. In addition the Board of Directors may appoint some person or persons to enter upon said Lot to correct drainage or repair, maintain and restore the Lot and the exterior of the buildings and any other improvements erected thereon to an acceptable condition. All costs related to such correction, repair or restoration shall become a lien upon such Lot, and such lien may be enforced in the same manner as an annual assessment levied in accordance with Article IV hereof. Any such lien shall be subordinate to the lien of any first mortgage or deed of trust. Sale or transfer of any Lot shall not affect such lien. However, the sale or transfer of any Lot pursuant to mortgage or deed of trust foreclosure or any proceeding or act in lieu thereof, shall extinguish any such lien as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. No amendment to this Section shall affect the rights of the holder of any first mortgage on any Lot (or the indebtedness secured thereby) recorded prior to recordation of such amendment unless the holder thereof shall join in the execution of such amendment.

In addition, the Association, through its Board of Directors may file suit against the alleged violator in the appropriate court seeking injunctive relief or damages or both. The remedies set forth in this Section are cumulative and not exclusive and may be pursued in any order, individually or in any combination. They are in addition to any other remedies which may be available to the Association. In the event of a violation of this Declaration, the By-Laws or duly adopted Rules and Regulations of the Association, the Association is entitled to recover from the violating Owner costs, including costs of collection and reasonable attorney's fees, incurred in enforcing this Declaration, the By-Laws or Rules and Regulations. (Article V, Section 4)

III. Fines for a Violation of Declaration,
By-Laws or Rules and Regulations

A. Timing

On at least a quarterly basis, the ARC will review the neighborhood for any additions or alterations made by homeowners that have not been submitted to the ARC or received ARC approval. The ARC will submit a letter in all such cases informing the homeowners that a plan must formally be submitted to the ARC for review. The ARC will respond in writing with their approval/denial and decision.

B. Fines

Violators of ARC rules, policies and procedures will be assessed an initial fine of \$100.00 and \$100.00 per month until said violation is corrected.

C. Stage 1

The Board of Directors shall cause a written demand to cease and desist from an alleged violation to be served upon the alleged violator specifying:

The alleged violation; action required to abate the violation; alleged violator has 15 days during which the violation may be abated without further sanction, if the violation is a continuing one, or a statement that any further violation of the same rule may result in the imposition of sanction after notice and hearing, if the violation is continuing.

D. Stage 2

Within 12 months of the demand, if the violation continues past the period allowed in the demand for abatement without penalty, or if the same rule is violated subsequently, the Board shall cause a written notice of a hearing to be held by the Board of Directors in session to be served upon the alleged violator specifying the following:

The nature of the alleged violation; time and place of the hearing, which time shall not be less than 10 days from the giving of the notice; an invitation to attend the hearing and produce any statement, evidence, and witnesses on his or her behalf; and the proposed sanction to be imposed.

E. Stage 3

A hearing shall be held in executive session at which time the alleged violator has the right to present evidence and present and cross-examine witnesses; the alleged violator shall be afforded a reasonable opportunity to be heard; proof of notice and the invitation to be heard shall be placed in the minutes of the meeting; a written statement of the results of the hearing and the sanction imposed shall be contained as a part of the meeting minutes. If the alleged violator fails to attend the hearing, the Board of Directors shall mail notice of its decision to such alleged violator within fifteen days after the hearing.

IV. Provisions

- A. All violation correspondence shall be made with the unit owner with copies sent to the guests or tenants, if known.
- B. No such rules, regulations, statements, criteria or the like shall be construed as a waiver of the provisions of this Article or any other provision herein.

THESE RULES, POLICIES, PROCEDURES were duly approved and adopted at a regular/special meeting of the Board of Directors on Feb day of 13 month in 1994 by the following vote:

<u>X</u>	YES	_____	NO	<u>Lynn H. Bartoch</u> President
<u>✓</u>	YES	_____	NO	<u>David Haller</u> Vice President
<u>✓</u>	YES	_____	NO	<u>John G. Hill</u> Secretary
<u>✓</u>	YES	_____	NO	<u>Edna C. Hill</u> Treasurer
_____	YES	_____	NO	_____

Note: Provisions I, II, and IV are in effect. Provision III is pending membership approval of the Proposed Amendments to the Declaration and By-laws concerning fines.