

# **Rules, Regulations and Architectural Guidelines for Constant Friendship Homeowners Association, Inc.**

Constant Friendship HOA  
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## **I. INTRODUCTION**

When reference is made to the Board of Directors, such reference shall include the Management Agent where the Board of Directors delegates such authority. Under such delegation, the Management Agent shall be included in those references holding the Board of Directors harmless or relieved from responsibility, losses or damages.

Any consent or approval given under these Rules and Regulations may be added to, amended or repealed at any time by resolution of the Board of Directors. Whenever reference is made to the Owner or Lot Owner, such reference shall include the Owner and his or her family, tenants, guests, agents, invitees and licensees.

## **II. AUTHORITY**

These Rules and Regulations were enacted by the Board of Directors in accordance with Article V and Article VI, Section 8 of the Declaration, Article XII of the Declaration and Article VII, Section 1a of the Bylaws.

Pertinent Articles of the Declaration state as follows:

Article V, Architectural Control:

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change or alteration therein be made (including, without limitation, any structure which impedes or impairs mowing or lawn maintenance) until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association or by an architectural committee composed of three (3) or more representatives appointed by the Board, which approval shall not be unreasonably withheld. 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 specification have been submitted to it, approval will not be required and the Article will be deemed to have been fully complied with. The Board of Directors of the Association shall have the powers to establish reasonable procedures and fees for the processing of applications submitted pursuant to this Article. The provision of this Article V shall be inapplicable to houses, buildings, fences, wall, or other structures and additions, changes and alterations thereto which are approved by Declarant in conjunction with the sale of Lots and the construction of a new home.

Article VI, Use Restrictions:

Section 1. Residential Use: No Lot shall be used for any purpose other than residential use except that, during the construction and sales period, on-site builders

construction offices, model homes, sales office and builder's storage areas may be maintained.

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

Section 3. Signs: No sign of any kind shall be displayed to the public view on any Lot except (a) one (1) sign of not more than five (5) square feet advertising the property for sale or rent or (b) signs used by a builder or developer to advertise the property during the construction and sales period.

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

Section 5. Garbage, Motor Vehicles Repairs: No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste and every Lot shall be maintained in a clean and sanitary condition. All containers or equipment for the storage or disposal of rubbish, trash, garbage and other waste shall be securely stored and kept in a clean and sanitary condition. No major repairs to motor vehicles shall be made on any Lot and no Lot shall be used for the storage of inoperable, abandoned motor vehicles or their components.

Section 6. Utility Buildings and Sheds: No utility building or shed shall be located or constructed on any Lot unless it is first approved pursuant to Article V.

Section 7. Yards: No plantings, fences, lawn ornaments or improvements of any kind shall be erected, constructed, placed or planted on any Lot without the prior approval of the Board of Directors. Such approval shall only be given pursuant to an overall plan of improvements for each section of units.

Section 8. Additional Rules and Regulations: The Board of Directors, pursuant to Article XII of these Declarations, may adopt additional rules and regulations pertaining to the use of Lots. Such rules and regulations may relate to the use or storage of motor homes, trailers, campers, boats, and commercial vehicles; the erection and maintenance of clothes lines, fences, awnings, fireplaces, grills, decks, patios, lawn ornaments, swimming pools, play equipment, exterior lighting, television antennas and storm windows; or such other uses or structures which the Board of Directors deems appropriate.

Article XII, Rules and Regulations, states in pertinent part:

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

Pertinent Articles of the Bylaws state as follows:

Article VII, Powers and Duties of the Board of Directors: Section 1. Powers:

The Board of Directors shall have the power to: (a) Adopt and publish rules and regulations governing the use of the Common Area and facilities and the personal conduct of the Members and their guests thereon and to establish penalties for the infraction thereof; pertaining to the control and keeping of pets; pertaining to the maintenance and use of Lots and improvements; pertaining to the maintenance or removal of unsafe or unsanitary structures or conditions.

### **III. COMPLIANCE**

Each Lot Owner shall comply with all of the rules and regulations hereinafter set forth governing the Association. In addition, the Board of Directors reserves the right to alter, amend, or modify such rules and regulations in accordance with the Declaration and Bylaws of the Association.

Upon any violation of the Declaration or Bylaws or any Rule or Regulation, after notice to an Owner (and/or occupant other than the Owner) and after having been provided an opportunity for a hearing before the Board, the Board may levy fines in accordance with penalties as listed for specific violations, said fines not to exceed \$500.00 (unless otherwise stated).

Owners shall be responsible for the actions of their tenants, guests, licensees and employees. In the event that a violation occurs, the Board will mail, via first class mail, a copy of any and all warnings, hearing notices, and fine assessment notices to the registered address provided to the Board by that Owner. In the event that a tenant, guest, licensee or employee fails to pay a fine levied pursuant to these rules within thirty (30) days of the date the fine is levied, said fine shall be charged to and collectible from the Owner.

The late payment or nonpayment of annual or special assessments is not included in this policy, but is addressed in a separate collection policy.

In the event that there are continuing violations by an Owner or occupant, payment of fines will not preclude other action deemed necessary by the Board of Directors. The Board of Directors has the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges imposed by the Association's Declaration, Bylaws and Rules and Regulations pursuant to Article XIII of the Declaration.

#### **IV. VIOLATIONS OF RULES, REGULATIONS, BYLAWS, AND DECLARATION**

##### **Reporting a Violation**

Any Lot Owner or occupant may report a violation of the Rules and Regulations, Bylaws, or Declaration, in writing, to the Board of Directors through the Management Agent. The alleged violation shall be described as completely as possible, giving an account of what happened, the names of those involved, Lot numbers or addresses if known, and the time and place of occurrence. The Board of Directors or Management Agent may also initiate such action when violations are brought to their attention.

##### **Dispute Resolution**

The Board of Directors shall not impose a fine, suspend voting rights (unless the suspension is related to the Lot Owner's failure to provide a current address or a statement of lien has been filed against the Lot and the lien has not been satisfied), or infringe upon any other rights of a Lot Owner or other occupant for violation of the Declaration, Bylaws, or the Rules and Regulations until the following procedure is followed:

**1. Demand:** Written demand to cease and desist from an alleged violation shall be served upon the alleged violator specifying: (1) the alleged violation; (2) the action required to abate the violation; and (3) a time period, not less than ten (10) days, during which the violation may be abated without further sanction. If the violation is a continuing one, or a further violation of the same rule, sanctions may be imposed after a notice and hearing.

**2. Notice:** Within twelve (12) months of such demand, if the violation continues past the period allowed in the demand for abatement without penalty or if the same rule is subsequently violated, the Board shall serve the alleged violator with written notice of a hearing to be held by the Board. The notice shall contain: (1) the nature of the alleged violation; (2) the time and place of the hearing, which time shall be not less than ten (10) days from the giving of the notice; (3) an invitation to attend the hearing and produce any statement, evidence, and witnesses on his or her behalf; and (4) the proposed sanction to be imposed.

**3. Hearing:** At the hearing, the alleged violator has the right to present evidence and present and cross-examine witnesses. The hearing shall be held in executive session unless the violator demands a public hearing pursuant to a notice affording the alleged violator a reasonable opportunity to be heard. Prior to the implementation of any sanction hereunder, proof of notice and the invitation to be heard shall be placed in the minutes of the hearing. This proof shall be deemed adequate if the person who delivered such notice enters a copy of the notice, together with a statement of the date and manner of delivery. The notice requirements shall be deemed satisfied if the alleged violator appears at the hearing. The minutes of the hearing shall contain a written statement of the results of the hearing and the sanction, if any, imposed. A decision by the Board of Directors pursuant to these procedures shall be appealable to the Courts of Maryland.

**4. Owner's Failure to Comply:** If any Lot Owner fails to comply with the Declaration, Bylaws, Rules and Regulations, or a decision rendered pursuant to this Section, the Lot Owner may be sued for damages caused by the failure or for injunctive relief, or both, by the Association or by any other Lot Owner.

**5. Effect of Failure to Enforce Provision:** The failure of the Association to enforce a provision of the Declaration, Bylaws, or the Rules and Regulations on a given occasion is not a waiver of the right to enforce that provision on any other occasion.

**6. Sanctions:** If, after notice and hearing as stated herein, the Board of Directors shall determine that there has been a violation of the Declaration, Bylaws or Rules and Regulations, it shall have the power to impose sanctions against the Lot Owner, including reasonable monetary fines as stated herein.

## **Penalties and Fines**

Suggested Penalties and Fines for some offenses are listed below as well as in the individual Rules and Regulations. The hearing panel will use these suggested Penalties and Fines as a guideline, but may vote to change the penalty or levy another fine in the event it determines facts of a nature it deems sufficient to warrant a different sanction.

### **1. Violation of Declaration and Rules for architectural control**

- a. Improvement to the Property including but not limited to the installation of fences, sheds and decks, without prior approval of the Board of Directors - \$200.00 fine per incident.
- b. Modification to the exterior or any improvements without prior approval of the Board of Directors - \$200.00 per incident and possible removal of improvement for non-compliance with architectural guidelines.



**2. Violation of Declaration and Rules regarding pets**

- a. Failure to properly remove pet waste from the Lots and Common Areas - \$30.00 fine per incident.
- b. No owner or tenant may raise, breed or keep any domestic pet or other animal for any commercial purpose - \$500 fine.

**3. Violation of Declaration and Rules on Parking and Vehicles**

- a. Noncompliance with parking restrictions on the Premises, including the county roads, promulgated by the Board of Directors - Vehicle towed at owner's expense.
- b. Impeding or preventing access to another parking space, entrances or exits - Vehicle towed at owner's expense.
- c. Storing vehicles or maintaining improperly registered or inspected vehicles on the premises - Vehicle towed at owner's expense.
- d. Performing major repairs or maintenance on vehicles on the Premises in violation of the Declaration - \$100.00 per incident.

**4. Violation of Declaration and Rules on prohibited uses and nuisances:**

- a. Use of Lot for any purpose other than residential use - \$500.00 fine plus \$50.00 per day from date of violation until cured.
- b. Failure to dispose of trash properly - \$25.00 per incident.
- c. Posting of unauthorized signs - \$25.00 per incident.

**5. Intentional or Negligent Damage to Common Area:** Cost of repairs plus a fine equal to the amount of the repair for intentional or negligent damage to Common Areas.

**6. Violation of Declaration regarding Maintenance:** Failure to maintain any building, structure or other improvement on a Lot - \$100.00 fine plus \$10.00 fine per day until corrected.

**7. Violation of other Rules or Regulations:** The Declaration or Bylaws Penalties will be assessed on a case-by-case basis at the Board's discretion.

## **V. ARCHITECTURAL CONTROL AND APPLICATION PROCESS**

Owners shall submit in writing to the Constant Friendship Homeowners Board of Directors, a detailed statement of the proposed change(s) or improvement(s) to the Lot or to the dwelling, including, but not limited to doors, windows and sliding glass doors.

No building, fence, wall or other structure shall be commenced, erected or maintained upon the property, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved, in writing, as to harmony of external design and location in relation to surrounding structures and topography (see Article V of the Declaration).

All plans and specifications set forth will then be reviewed by the Board of Directors.

Any application, which does not comply with the requirements for applications, shall be denied.

No work shall commence until approval has been received in writing from the Board of Directors.

### **A. Processing Applications**

All applications shall be mailed to:

Constant Friendship HOA  
126 S. Main Street  
P.O. Box 767  
Bel Air, MD 21014

All requests shall be marked with the date received by Trenton Property Services, Inc. (TPSI). Lot Owners shall be notified within sixty (60) days of the date that the application is received, whether the application has been approved, denied, or denied pending resubmission to the Board with additional documentation. The Lot Owner may not begin construction without the express written approval of the Board. In the event that an application is submitted and the Board fails to respond within sixty (60) days of its receipt by the Board, that application shall be deemed approved.

All Lot Owners shall be promptly notified in writing after the Board of Directors makes a decision. Said notification shall state the nature of the request, the reason for the findings of the Board of Directors and whether said application has been approved or denied.

No verbal requests shall be accepted.

An approval by the Board of Directors does NOT constitute an approval by the Harford County Department of Planning and Zoning. The appropriate building permit(s) must be obtained from the County, if required, prior to any work being initiated. All alterations or improvements to the exterior of a dwelling or on a Lot shall meet all applicable County, State and Federal Codes, Laws and Standards.

The Board of Directors has the authority to "Grandfather" modifications made previously to lots / homes without prior application or approval. These requests will be evaluated on a case-by-case basis. In addition, the Board of Directors may make exceptions to these Guidelines based on extenuating circumstances. In both of these instances, all circumstances will be evaluated and decisions will be based on the overall appearance, harmony and effect on the community.

#### **B. Appeal Process**

Appeals of denials under this section must be submitted, in writing, and should be sent via certified mail, return receipt requested, to the Board of Directors within ten (10) business days of the date of the denial.

Correspondence to the Association or Board of Directors shall be mailed to:

**Constant Friendship HOA  
126 South Main Street  
P.O. Box 767  
Bel Air, Maryland 21014**

Upon receipt of a notice to appeal, the Board of Directors will contact the Lot Owner, in writing, to schedule a hearing before the Board of Directors, generally before the start of a regularly scheduled Board meeting.

The Lot Owner is allowed a maximum of ten (10) minutes, or such other time as the Board of Directors, in its sole discretion, shall allow, to present his/her case at the hearing. Within 10 business days of the conclusion of the hearing, the Board of Directors shall notify the Lot Owner, via certified mail, of its decision.

If a delay in the decision is expected (i.e. additional information or research is required), the Board of Directors shall notify the Lot Owner, via certified mail, of its position and an approximate time within which it will render a decision, not to exceed sixty (60) days. Upon examination of additional information or research, the Board of Directors shall then render its decision to the Lot Owner via certified mail.

Only one appeal for any denial shall be heard.

## **VI. COMMON AREA RESTRICTIONS:**

Failure to comply with the following Rules and regulations may result in the assessment of fines in accordance with those procedures and schedules established by the Board of Directors in Section IV, Violations of Rules, Regulations, Bylaws and Declarations

**A. Uses** - Common Areas shall only be used for recreational, park, beautification or amenity purposes for residents and invited guest. No Owner shall make any exclusive or proprietary use of any of the Common Areas. The installation of basketball hoops or the placement of portable basketball hoop devices on any Common Area or road of the community is prohibited.

**B. Activities** - Noxious or offensive activities shall not occur on or about any of the Common Areas, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Ground Conditions (example: wet grass) must be such that no damage will occur to Common Areas during any activity. Should damage occur to the Common Areas as a result of the actions of an Owner, tenant, or guest, the Owner will be held legally and financially liable. Offensive activities, as defined by the Board of Directors, shall not be carried out upon any of the Common Areas. Yard Sales or commercial activities are not permitted on the Common Areas adjacent to County maintained roads. Multi-family Yard sales, on individual Community Streets, must have prior approval from the Board of Directors. Block Parties, which impede street traffic or alter parking, are not permitted, unless agreed upon by all residents of the street. All debris from block parties or yard sales must be removed no later than forty eight (48) hours following the event. No littering on the Common Areas is permitted. Soliciting upon the Common Areas is prohibited, except by prior written permission of the Board

**C. Signs** -. No signs of any character shall be erected, posted or displayed upon, in, from, or about any Lot or the Common Areas except those approved by the Board, unless otherwise provided herein, by the Maryland Homeowners Association Act, or allowed under other applicable law. Unauthorized signs placed on the Common Area may be removed and discarded without any warning to owners, agents or vendors. Despite the foregoing, one temporary real estate sign not exceeding five (5) square feet in area may be erected upon any Lot or attached to any dwelling placed upon the market for sale or rent. Any such temporary sign shall be removed promptly following the sale or rental of such dwelling. Real estate signs advertising an open house may be placed on the Common Areas between 6:00PM Friday and 6:00PM Sunday. Notwithstanding the prohibitions on signage contained herein, an Owner may post or display on his or her Lot (but not in any Common Area), one or more signs on behalf of a candidate for public office or a slate of candidates for public office, or a sign that advertises the support or defeat of any question submitted to the voters in accordance with Article 33 of the Maryland

Annotated Code, for a period of time not to exceed thirty (30) days before and seven (7) days after the primary election, general election or vote on the proposition.

**D. Trash & Storage** – The Common Areas shall not be used or maintained as a dumping ground for rubbish, trash, debris, construction material, garbage, yard waste or grass clippings, nor shall other waste be kept thereon, except in trash containers provided by the community in designated recreational areas. Fires and burning of any material in the Common Areas is strictly prohibited. Personal belongings (i.e. fire wood, building materials, children's toys or any other personal belongings of a resident) shall not be kept or stored on the Common Areas.

**E. Vehicle Restrictions –**

1. Homeowners and Tenants alike will be responsible for ensuring that their family members, tenants, guests, agents, invitees, and licensees are fully apprised of the Association's parking rules and regulations.

2. Inoperable, disabled, abandoned, unlicensed or unregistered vehicles shall **NOT** be parked or stored in any space or on any street or parking area within the Association, to include County access roads, at any time.

3. No major vehicle repairs (e.g. engine repair, transmission repair) shall be carried out on any Lot or upon the Common Area. Regular maintenance or repair (e.g. oil change, tire rotation, air filter or headlight replacement) is permitted. Such repairs must be completed in one day. The owner of the vehicle is responsible for any damage to the Common Areas or other Lots caused by the basic repairs or maintenance performed to any vehicle. The owner of the vehicle shall promptly remove all trash, equipment and unused work materials once the basic repairs or maintenance on the vehicle is completed.

4. Campers, RV's, boats and trailers shall only be parked within the community for the time necessary to load and unload them, which shall not exceed twenty-four (24) hours. Campers, RV's, boats, trailers and recreational equipment shall **NOT** be permanently parked or stored in any space or on any street or parking area within the Association. Commercial and Work vehicles shall not be parked or stored in any space or on any street, Lot or parking area within the Association. A commercial vehicle is defined as any self-propelled or towed motor vehicle when used to transport passengers or property when the vehicle (1) Has a gross vehicle weight rating or gross combination weight of 10,000 pounds or more. (2) Is designed or used to transport more than 8 passengers (including the driver) for compensation. (3) Is designed or used to transport more than 12 passengers, including the driver, and is not used to transport passengers for compensation. (4) Is used in transporting material found to be hazardous under 49 U.S.C. 5103 and transported in a quantity requiring placarding under Department of Transportation Regulations. Work Vehicles are any vehicles that (1) Do not fit in a

standard parking space. (2) The primary use is for business or commercial purposes.  
(3) Is not suited for the transportation of a family. .

5. It shall be deemed a common courtesy to allow residents to park as close to the front of their home as possible. Therefore parking in Common Areas in front of houses shall be limited to two parking spaces per house, where possible. Additional parking spaces will be on a first-come first- serve basis in the overflow parking areas.

6. Vehicles parked in front of homes must be contained within the length and width of a normal parking space. No portion of a vehicle or its contents will protrude over the sidewalk or into the flow of traffic. Vehicles of this nature must be parked in the overflow or guest parking areas.

7. Double parking shall **NOT** be permitted in the Association.

8. Vehicles shall not leak fluids (oil, transmission fluid, antifreeze, or any other hazardous material) onto the Association property. If a vehicle leaks fluids onto the property, the vehicle owner shall promptly repair the vehicle to stop the leak(s) and repair all damages caused to the property at their sole expense.

9. Parking is prohibited at the entrance or exit of any of the Association or County roadways, or within 15 feet of any of the intersections. Parking within 10 feet of a mailbox or 15 feet either side of a fire hydrant is prohibited.

10. Motorized vehicles, including but not limited to motor cycles and ATV's, are to be driven or parked on the Common Area, grass, sidewalks or curbs.

11. Vehicles found to be parked in violation of Maryland law, County Code, or the Association's Governing Documents, (Declaration of Covenants, By-Laws and these Rules and Regulations) will be ticketed by representatives of the Association or Law Enforcement Agencies. Such tickets shall inform the vehicle's owner of the violation and instruct the owner what must be done to abate the violation. If such vehicle is not removed or the violation abated within five (5) days, the vehicle will be ticketed with a second violation notice. The second violation notice shall inform the vehicle's owner that if the vehicle is not removed or the violations abated within five (5) additional days, such vehicle shall be subject to towing at the expense of the vehicle's owner.

In emergency situations, a vehicle may be ticketed and towed immediately, without prior notice being given to the vehicle's owner. The Board of Directors, in its sole discretion, shall determine when a violation constitutes an emergency situation. Emergency situations shall include, but not be limited to blocking an entrance or exit of any of the Association or County roadways, parking within 15 feet of any of the intersections, parking within 10 feet of a mailbox or within 15 feet of either side of a fire hydrant, and blocking another vehicle in a parking space.

In the event that a vehicle, which is determined to be in violation of Maryland law, County Code, or the Association's Declaration, By-Laws or these Rules and Regulations, may be traced to a Homeowner within the Association, that Homeowner will be subject to the dispute resolution procedures set forth herein.

**12.** When hosting functions with large numbers of guests, homeowners and tenants shall request that guest's park on the access roads throughout the community.

**F. Insurance Rates** - Nothing shall be done or maintained in or on any of the Common Areas that will increase the rate of insurance thereon or result in the cancellation thereof. Nothing shall be done or maintained in or on any of the Common Areas that is in violation of any law, rule, regulation or ordinance.

**G. Commercial Activities** - Common Areas shall not be used for commercial activities, including but not limited to, yard sales, vehicle sales, flea markets and tag sales of any type unless approved, in writing, by the Board of Directors in advance.

**H. Natural Resource District / Protected Wetlands** – A large portion of the Association's Common Areas are located in a Natural Resource District/Protected Wetlands, which are subject to very strict laws that do not allow any type of disturbance to the property including but not limited to: cutting of trees, cutting of bushes, cutting of shrubs, clearing, digging, grading or any other type of modification to the natural state of these protected areas. Violators of these regulations could be subject to a civil penalty of \$500 per day. Trapping or capture of any animal, wild or domestic, is prohibited unless approved by The Department of Natural Resources and the Association.

**I. Playground Rules** - The following shall apply to all Common Area playgrounds within the Association:

1. Open dawn to dusk.
2. Alcoholic beverages and drugs are prohibited.
3. Smoking is prohibited.
4. Littering is prohibited.
5. Foul language and rude behavior is prohibited.
6. Children under the age of twelve (12) should be supervised by an adult.
7. Pets shall not be permitted within the playground perimeter.
8. The Board of Directors may publish and post rules and regulations from time to time as necessary.

**J. Weapons**-Bows, arrows, slingshots and guns are prohibited in the Common Areas including but not limited to:

1. Paint Ball Guns

2. BB Guns
3. Pellet
4. Rifles
5. Shotguns
6. Pistols
7. Potato Guns
8. Slingshots

## **VII. LOT RESTRICTIONS**

**A. Sheds:** The Storage of items outside or about the shed is not permitted. Decoration and ornamentation of any kind on the shed are not permitted.

**B. Storms Doors:** Permanent decorative accents are not permitted (i.e. ornate styled doors). Please see storm door section of the guidelines for details.

**C. Wading Pools and Hot Tubs:** Wading pools shall be properly stored and not visible outside during the months of October to and including April of the following year. Pools shall be emptied of all water at dusk each day that the pool is used. Wading pools exceeding ten feet (10') in diameter and two foot (2') in depth are not permitted.

Hot tubs shall be covered when not in use: See Guidelines for more information.

**D. Air Conditioners:** Room window air conditioners are not permitted.

**E. Additions:** Room additions other than those constructed by the original builder at the original time of purchase are not permitted.

**F. Pets:** Outdoor runs and cages are not permitted upon any Lot or on Common Areas at any time. Each pet must be kept inside its respective Lot Owner's Lot and may be walked on Common Areas only on a leash. Pets must have access to sufficient clean water and appropriate shelter if left outside. Pets must be afforded a safe and sanitary environment on the Lot. No pet may be staked to a fixed object in, about or on the Common Area. Pets may not be staked on a Lot unattended. Pet owners are required to take immediate steps to remove pet waste from the Lots and Common Areas in an appropriate and sanitary manner. Pet owners are responsible for all damage, destruction or litter sustained in the Common Areas or other Lots as a result of their pet's activities. Pet owners shall not own or harbor a pet, which disturbs the peace and quiet of the neighborhood, is a nuisance or annoyance to the neighborhood, or is vicious or a danger to any person.



Lot Owners and occupants shall indemnify and hold the Board of Directors harmless against loss or liability for any actions of his/her pets within the Association. All pet owners are fully and solely responsible for personal injury and property damage caused by their pets.

No Owner may raise, breed, or keep any domestic household pet or other animal for any commercial purpose. Nor shall any uncommon or potentially dangerous pet be kept for any purpose at any time.

**G. Antennas:** No television or communication antenna shall be installed upon any Lot or the Common Areas except in accordance with the Federal Communications Commission and these Rules and Regulations. Satellite dishes shall be placed on the rear roof or in the back of any home. If reception cannot be obtained from the rear of the home they may be placed in other locations, provided that they are constructed and maintained in as inconspicuous a manner as possible. Appropriate screening may be required.

**H. Awnings / Canopies / Tents:** Awnings are not permitted over windows, doors or front porches. Retractable awnings are permitted over back of home decks. These retractable awnings must be submitted and approved before installation. . Semi-permanent dining canopies / gazebos are not permitted at any location on any Lot. Temporary "Party Tents" are permitted 24 hours prior to an event and removed no later than 24 hours after that event.

#### Retractable Awnings

- Electric ONLY
- Casing must match home exterior color
- Canopy must be submitted for approval (material, color, size). Lot Owner must submit sample of material and construction for approval.
- Awnings must be professionally installed.
- Awnings must be retracted each evening.
- When damaged (tattered, torn, faded, etc.) awning must be repaired/replaced as soon as possible.

**I. Clotheslines:** Clotheslines, either permanently affixed in the ground or temporary, are not permitted on any Lot or on Common Areas.

**J. Lawn / Garden Ornaments and Holiday Decorations:** Birdbaths and feeders may be located in the front yard of a Lot. A maximum of two (2) can be displayed. The maximum size is 18 inches tall. Birdbaths and feeders may also be located in the rear yard of a Lot. A maximum of three (3) can be displayed with a maximum size of 18 inches tall. Other lawn ornaments or decorations are permitted only in the garden area directly in front of and adjacent to the home. These shall also be restricted to 18 inches in height. All Holiday decorations (Halloween, Thanksgiving, Christmas, etc.) may be display four (4) week before any holiday and must be removed within two (2) weeks after the Holiday.

**K. Screen Porches:** Screen porches or enclosures, either attached to or detached from the dwelling, are not permitted.

**L. Lawn Maintenance:** The Board of Directors, its agents or licensees, shall have the right, but not the duty, to enter upon any Lot, but not the interior of any building, for the purpose of mowing and lawn maintenance on a regular basis or in the event a Lot Owner fails to mow or otherwise maintain the lot. All costs incurred with this maintenance will be billed back to the Lot Owner.

**M. Trash:** Disposing or storing of waste on Common Areas is not permitted. Burning of trash and unreasonable or unsightly accumulation or storage of litter, new or used building materials or trash of any kind shall not be permitted within or upon any Lot. Trash must be kept in a sealed container, or a secured bag. **Trash and recyclable materials shall be placed at the curbside no earlier than the evening prior to the scheduled pickup day.** Unused household appliances (refrigerators, stoves, washer/dryer, etc.) may not be stored or discarded on Lot Owner's property or common areas. A fine of \$100.00 plus the cost to dispose of such items will be charged to the Lot Owner in the event that appliances are disposed of in such a manner.

Trash will be collected on Monday and Thursdays. Currently there are only four holidays in which trash will not be picked up: Christmas, New Years, Thanksgiving and Independence Day. Normal pick-ups will resume on the next scheduled pick-up day following the holiday. This schedule is determined by the contractor.

At all other times, trash and recyclable material containers shall be properly secured and stored inside the house or in the backyard.

**N. Nuisances:** No noxious or offensive activities, barking dogs, etc. shall not be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. There shall be no loud or unusual noises between the hours of 11:00 p.m. and 6:00 a.m. Playing of stereo equipment, television and the like shall be played at a level not to be heard from adjacent Lots.

**O. Lot and Lot Maintenance:** All Lots are to be used for residential use exclusively. The Owner shall keep his Lot, and all improvements thereon, in good order and repair. Items include, but are not limited to:

- a. Seeding, watering, weeding and mowing of lawns;
- b. Pruning and cutting of trees and shrubbery;
- c. Clearing of debris, snow and ice from sidewalks;
- d. Painting, or other appropriate external care, of all buildings and structures on the Lot.
- e. Remove toys, lawn furniture and etc., from front / side yards when not in use.

Lot maintenance should be performed in a manner and with such frequency as is consistent with good property management and maintenance as deemed appropriate by the Board of Directors.

The installation or placement of basketball hoop devices on Lots is prohibited.

**P. Signs:** No signs of any character shall be erected, posted or displayed upon, in, from, or about any Lot except those approved by the Board, unless otherwise provided herein, by the Maryland Homeowners Association Act, or allowed under other applicable law. Despite the foregoing, one temporary real estate sign not exceeding five (5) square feet in area may be erected upon any Lot or attached to any dwelling placed upon the market for sale or rent. Any such temporary sign shall be removed promptly following the sale or rental of such dwelling. Notwithstanding the prohibitions on signage contained herein, an Owner may post or display on his or her Lot (but not in any Common Area), one or more signs on behalf of a candidate for public office or a slate of candidates for public office, or a sign that advertises the support or defeat of any question submitted to the voters in accordance with Article 33 of the Maryland Annotated Code, for a period of time not to exceed thirty (30) days before and seven (7) days after the primary election, general election or vote on the proposition. Seasonal and special occasion flags (e.g. season celebration, baby birth, special occasion, team flags, etc. are permitted on a temporary basis in the front of a home and may be displayed for a maximum of ten (10) days.

## **VIII. ARCHITECTURAL GUIDELINES:**

These Guidelines are for the protection, benefit and well being of all residents of the Constant Friendship Homeowners Association, Inc., Harford County, Maryland, and their guests, and are adopted to provide a safe, sanitary and pleasant environment at the property and in the use of its facilities.

**An architectural application describing the nature, kind, shape, height, materials and location of a proposed building, fence, wall or other structure, exterior addition, change or alteration shall be submitted to the Board of Directors or the**

**Architectural Committee in accordance with Article V of the Declaration prior to any construction.**

Below is a non-exhaustive list of the common requests for changes, which require architectural applications. Additional architectural changes may require architectural applications. If you have any questions, please contact the management company before you begin any construction. Diagrams relating to decks, fences, sheds and swing sets are attached hereto to provide you with additional reference material. They are not construction blueprints. Contact the management company for the approved stains and wood preservatives for use on decks.

**CHIMNEYS** - Pellet-stove chimney flues can only extend through back wall of a dwelling or sidewall on end of group units and must meet **all county** requirements.

**DECKS** - An architectural application to build a deck must be submitted to the Board of Directors or Architectural Committee for approval. Decks must have a two (2) foot side setback from an adjoining home / lot. Deck construction shall be in accordance with the following rules and diagrams for decks within the community.

GROUND/LOWER LEVEL DECKS - An architectural application for a ground level deck shall meet Harford County Building and Zoning Codes and shall include a sketch noting overall dimensions and property line setbacks. Any change in height shall also be noted on the sketch. Ground level decks shall be constructed of pressure-treated lumber, vinyl or a composite style material. Consult Harford County regarding the requirement for a railing around the ground level deck. Should a railing be required, it shall be constructed of 2" x 2" vertical pickets. Either pressure treated wood, vinyl or a composite style material are recommended. The area beneath a ground level deck shall not be used for storage and shall be enclosed with a vertical slat treatment or pressure-treated lattice.

UPPER DECKS - An architectural application for an upper deck shall meet all Harford County Building Zoning Codes and shall include a sketch noting overall dimensions and property line setbacks. Also include stair locations and dimensions if applicable. Upper decks shall be constructed of pressure-treated lumber, vinyl or a composite style material. Upper deck railings shall be constructed of 2" x 2" vertical pickets. Either pressure treated wood, vinyl or a composite style material are recommended. Should a decorative railing treatment be desired, (i.e. sunburst patterns, etc.) only two bays / sections are permitted per deck. Such patterns shall be constructed of pressure-treated, vinyl or composite style material 2" x 2" vertical pickets and shall be sketched and described in detail in the architectural application. Plant arbors are permitted at 45 degrees angles in the corners of an upper deck, but shall not extend beyond the perimeter of the deck or the height of the sliding glass or atrium doors (typically 6'-8'). Privacy screens are NOT permitted. Please see the deck

diagrams. The application of a clear preservative is permitted. **The Board of Directors must approve any stain or deck color.**

**PATIOS** - An architectural application shall include overall dimensions and a description of the materials to be used. The patio size is limited to the confines of the deck located above. If an upper deck does not exist, the size of the patio cannot exceed the allowable upper deck dimensions. Patios constructed of noncombustible materials may extend from property line to property line. Patio constructed of combustible materials shall maintain the two-foot (2') offset from each property line.

**ATTIC FANS** - The application shall include, size, color and a location on the rear portion of the roof. Fans are NOT permitted on the front elevation of the house.

**\*\*Note:** Window fans may be used but shall not protrude outside the window or be attached from the exterior of the house. Written approval is not required as fans are considered temporary and shall not remain in windows during the months of September through May of the following year.

**FENCES** – Fences of any kind are not permitted in front yards. Fences may be constructed in the rear yards. Fence construction shall be in accordance with the following rules and diagrams.

The staining of fences and the application of clear preservatives is permitted with the prior approval of the Board of Directors. A property border fence shall encompass the complete rear yard unless restricted by the land grade or wooded area. Please see the fence diagrams.

**BOARD-ON-BOARD: BUTT BOARD CONSTRUCTION** - An architectural application for a border fence of this type shall meet all Harford County Building and Zoning Codes and include a sketch noting overall dimensions and property line setbacks. Border fences shall be constructed of pressure-treated lumber. The use of stains, toners, clear sealant, and wood preservative treatments are permitted with prior approval and encouraged. The height of this style fence shall be four feet (4') or six feet (6'). It is recommended that a fence be stepped at a grade change rather than constructed to slope with the grade change. At a minimum, the exterior sides of the fence (those sides facing away from your property) shall be finished board-on-board or butt board construction.

A one foot (1') pressure treated lattice top panel may be incorporated into board-on-board or butt-board property border fences. Lattice panels may only be used with five-foot (5') fences, which are originally designed for such lattices.

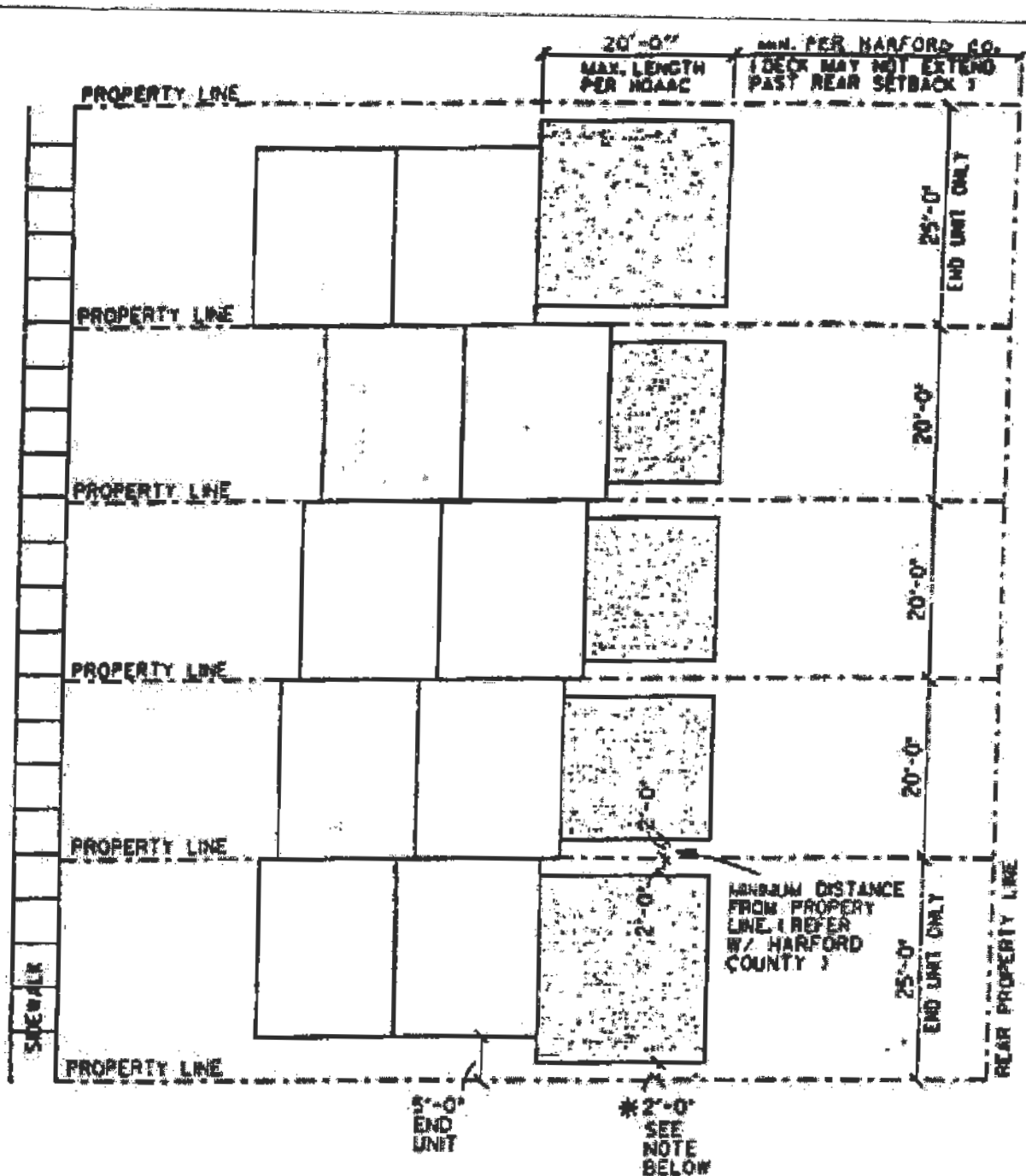
SPLIT RAIL CONSTRUCTION (Two or Three rail) - An architectural application for a border fence of this type shall meet all Harford County Building and Zoning Codes and include a sketch noting overall dimensions and property line setbacks.

Vinyl Fencing – Vinyl fencing products can be used, providing materials are wood tone in color. White vinyl fences are not permitted in any fashion.

Picket Fences – Picket (pointed) fences of any kind are not permitted.

Gothic Post – Gothic Posts (pointed) are not permitted.

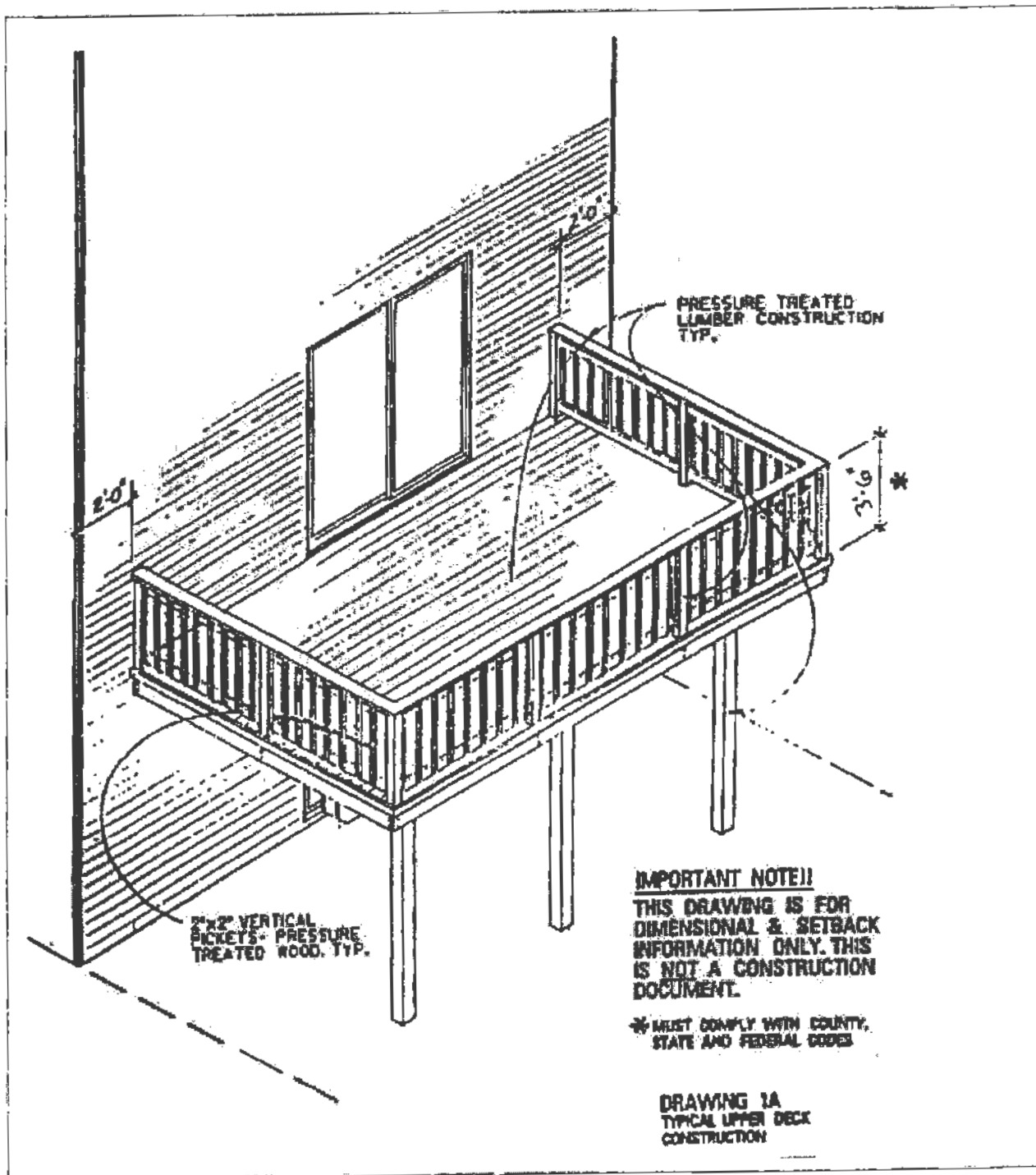
Metal Fences – Metal fences of any kind are not permitted.



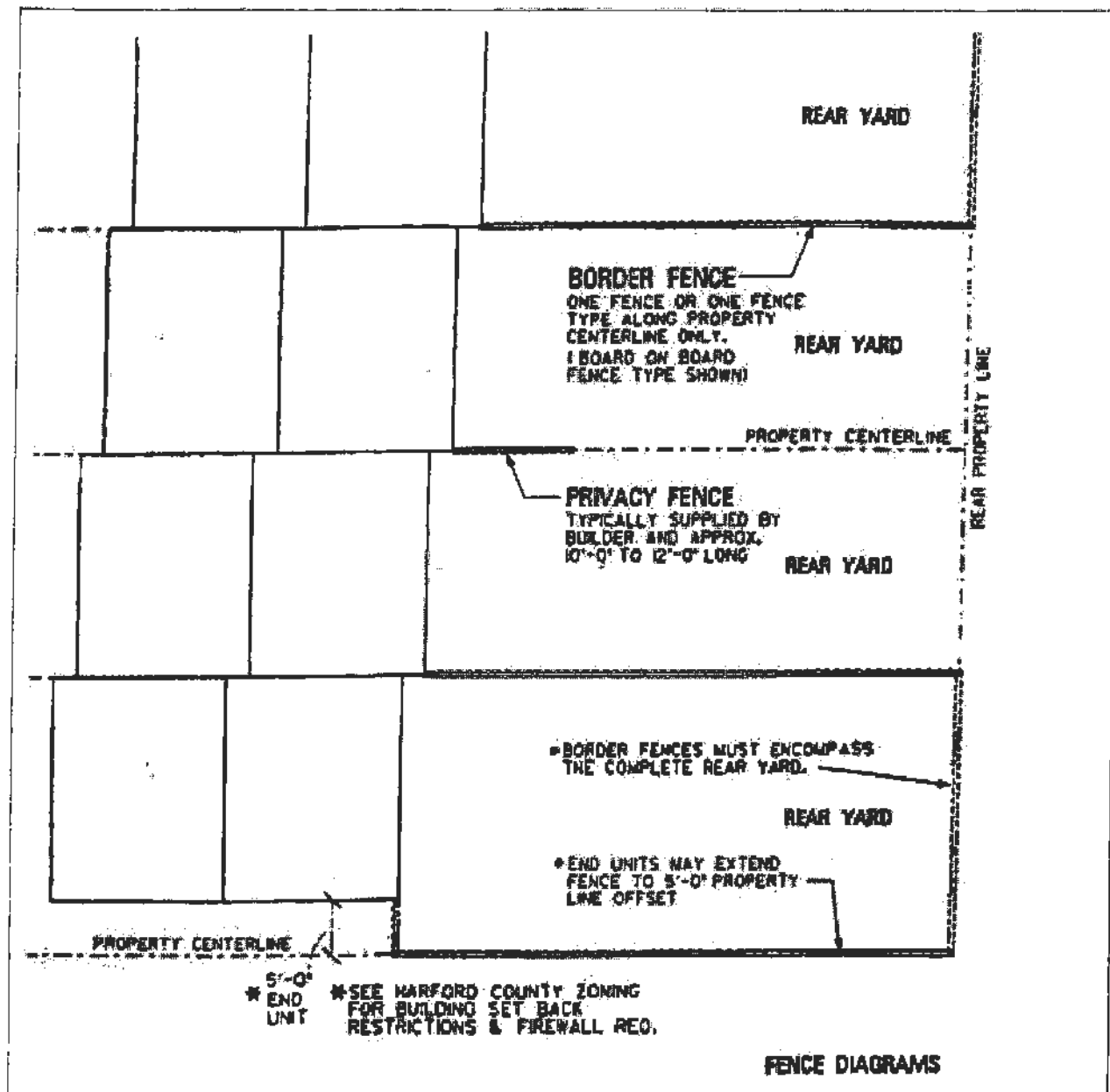
SHADED AREA DENOTES ALLOWABLE LOCATIONS FOR DECKS & STAIRS.

--- SEE HARFORD COUNTY ZONING FOR BUILDING SET BACK RESTRICTIONS

DECK DIMENSIONS AND PROPERTY LINE SETBACKS



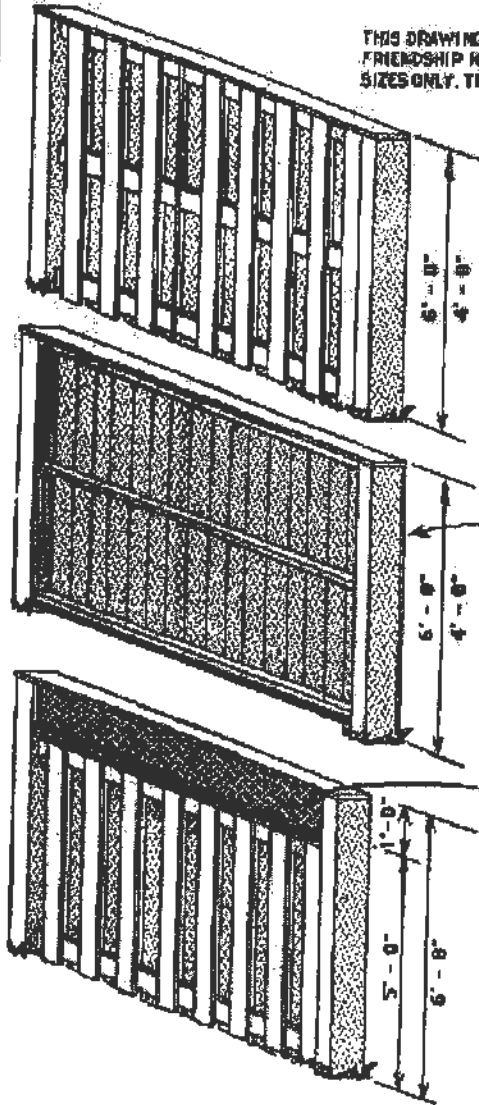




**NOTE III**

THIS DRAWING IS TO DEPICT THE APPROVED, CONSTANT FRIENDSHIP NOW, VERTICAL BOARD FENCE STYLES AND SIZES ONLY. THIS IS NOT A CONSTRUCTION DIAGRAM.

**\*NOTE**  
ALL LUMBER IS PRESSURE TREATED ONLY.



**DIAGRAM 1**

**BOARD ON BOARD FENCE**

BOARDS STAGGERED ON BOTH SIDES.  
PERMITTED IN TWO HEIGHTS,  
6 FEET AND 4 FEET.

**DIAGRAM 2**

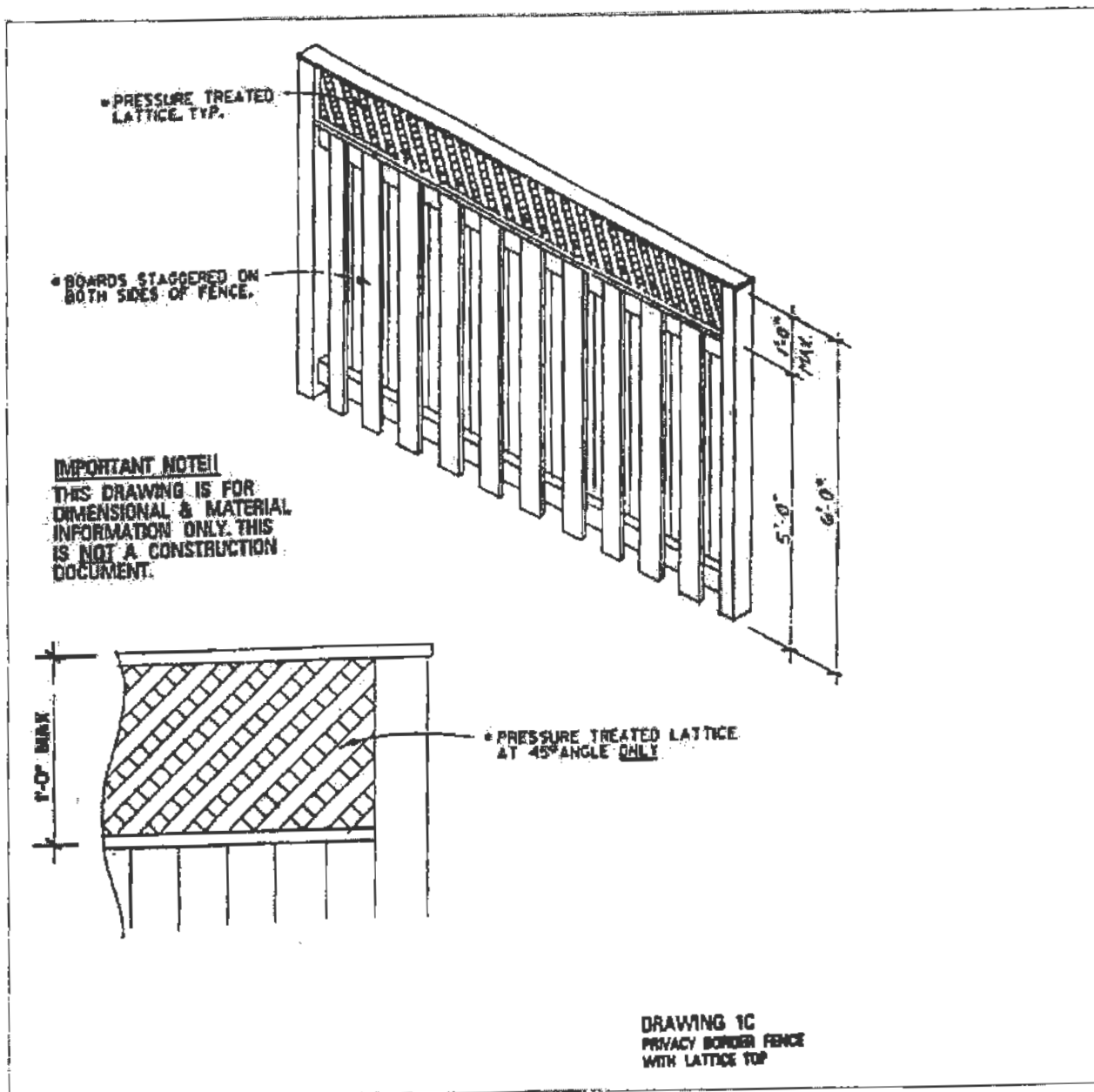
**BUTT BOARD FENCE**

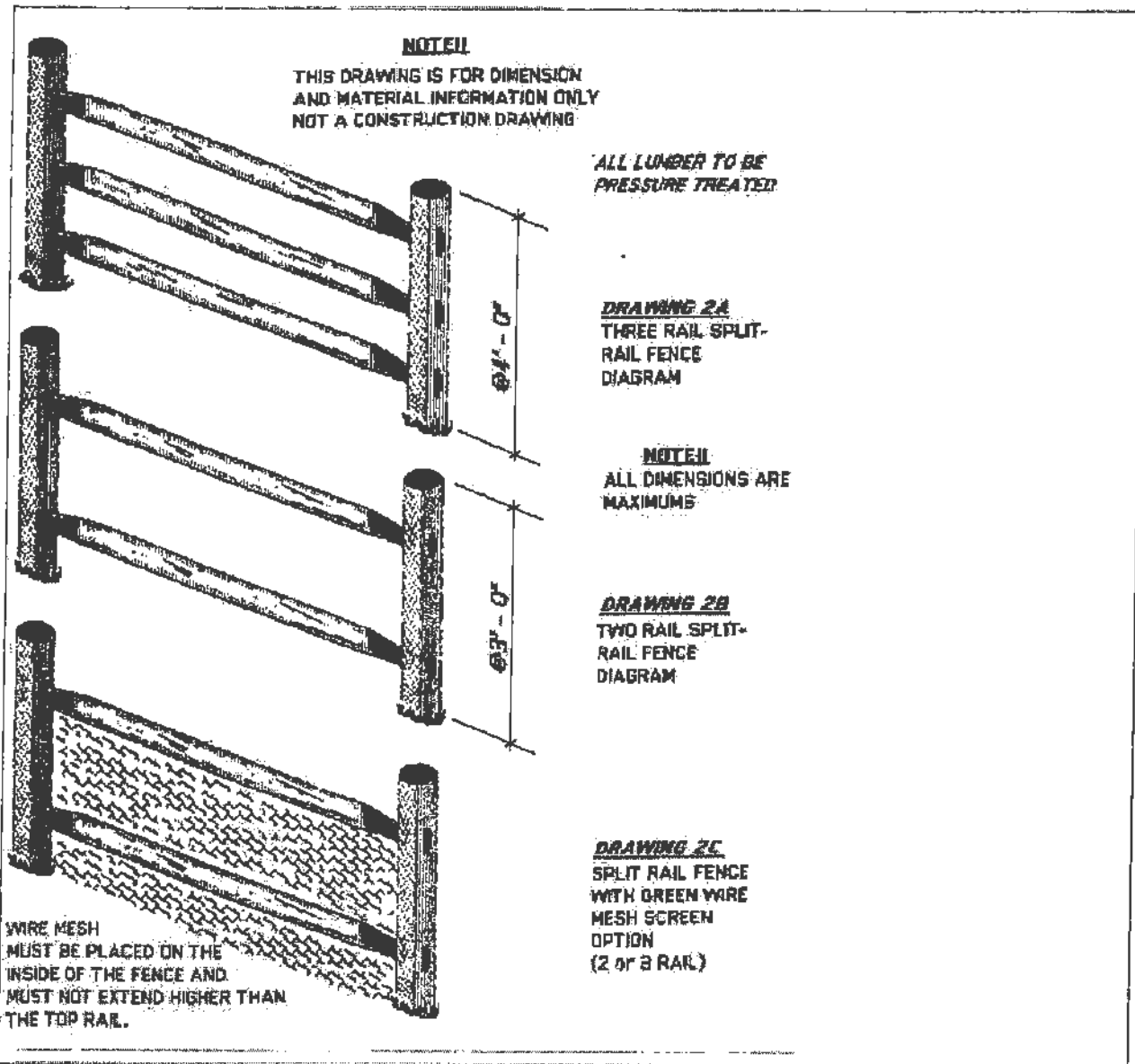
BOARDS BUTTED TIGHT TOGETHER ON OUTSIDE OF FENCE.  
PERMITTED IN TWO HEIGHTS,  
6 FEET AND 4 FEET.

**DIAGRAM 3**

OPTIONAL 1 FOOT LATTICE PANEL SECTION.  
THIS DIAGRAM DEPICTS THE  
OPTIONAL 6' HIGH BORDER FENCE.  
THE OPTIONAL LATTICE PANEL  
IS SUITABLE FOR USE ON BOTH  
THE BOARD ON BOARD AND THE  
BUTT BOARD FENCE. LATTICE  
NOT PERMITTED ON THE 4'  
FENCES.

**FENCE DIAGRAMS  
VERTICAL BOARD TYPE**





Border fences shall be constructed of pressure treated lumber. The use of stains, toners, clear sealant, and wood preservative treatments are permitted with Board approval. The height of this style fence shall be either three feet (3') or four feet (4'). It is recommended that the fence be stepped at a grade change rather than constructed to slope with the grade change. If desired, the addition of wire mesh shall be included in the architectural application and shall be galvanized, dark green or black in color. The wire mesh shall extend to, but not beyond, the top rail.

**LANDSCAPING** - This information is necessary for the property management company to keep accurate records of any alterations or additions to a particular lot. Note that the desire of Lot Owners to assist in the landscaping of the common areas is greatly appreciated, but permission from the Board of Directors is required. All landscaping must be submitted for approval.

**LANDSCAPE BORDERS / BEDS** - An architectural application for a landscape border / bed shall include the type of plant material, the type of ground cover, a description of the border material and a sketch depicting the areas included. Hedges shall not be used in front yards because they create physical barriers between properties. Front yard flowerbeds must not exceed 40% of the front yard space. Rock ground cover will be considered. Stone color must be submitted for approval.

**WOODPILES** – Stacks of firewood must be stacked within a frame structure of metal or wood. An architectural application should show the materials used for the frame and the location on the lot. If a cover is to be used it should be of an earth tone color and not bright blue.

**VEGETABLE GARDENS** - An architectural application for a vegetable garden shall include the size and location of the garden and a description of the border material, if applicable. A vegetable garden shall be located in the rear yard and shall not occupy more than twenty-five percent (25%) of the rear yard. No portion of a garden shall be placed on common areas.

**LATTICE** - Lattice shall not be used as a decorative element. Lattice is only permitted to be used on the area beneath ground level decks.

**LIGHTING** - Any electrical modifications shall meet all applicable County, State and Federal codes, laws and standards.

**DECK LIGHTING** - An architectural application for deck lighting shall include the location and quantity of fixtures as well as a description or photograph of the fixtures. All fixtures shall maintain a low profile.

**LIGHT POSTS** - Light posts in the front yard are not permitted.

**SIDEWALK LIGHTING** - An architectural application for sidewalk lighting in the front yard shall include the quantity of fixtures as well as a description or photograph of the fixtures. All fixtures shall be of a voltage not to exceed 24 volts AC, maintain a low profile. All wiring shall be concealed below ground.

**SPOT LIGHTS / MOTION DETECTION LIGHTING** - An architectural application for rear or side yard spot lighting or motion detection lighting shall include the quantity of fixtures as well as a description or photograph of the fixtures. Such lighting shall be

installed so as not to shine into other yards or onto other homes. The lighting for such fixtures shall not exceed 150 watts.

**FRONT/REAR DOOR LIGHT** - Existing door lights may be replaced without prior written approval as long as they meet same style, color and shape. For fixtures of a different style or material an architectural application must be submitted.

***PAINTING AND WRAPPING - Exterior***

**PAINTING - Front Door and Shutters** - An architectural application to repaint the front door and/or shutters on a dwelling shall include the manufacturer name, color name, number and a sample of the paint color. New color choices may be those colors included in the individual builder's original color palette. Choosing a color that is immediately adjacent to your home on either side is not permitted, as the original intent was to vary the accent colors with no two adjacent homes alike.

**PAINTING -Trim** - A trim color change is not permitted as each unit in every building shares the same trim color. Trim is to match original color as close as possible.

**WRAPPING - Trim** - Wood Trim may be wrapped with either aluminum or vinyl. The configuration or profile of the woodwork shall not be changed. The woodwork shall remain the same shape as before the wood is wrapped. In addition, the color of the product used, either the aluminum or vinyl, shall match the trim color of the other homes in the group.

**ROOFING REPAIR / REPLACEMENT-** An architectural application shall include a complete listing of all materials with manufacturer names and color numbers. All materials shall match existing construction to the best extent possible.

**REPLACEMENT WINDOWS** – An architectural application shall include a complete listing of all materials along with a manufacturer brochure with the style of window to be installed. All materials shall match the existing windows to the best extent possible including the number of grids. Only white grids are allowed.

**SHEDS / STORAGE BUILDINGS** - All sheds shall comply with the, styles and standards set forth in this document. Only one shed per unit is permitted in the rear of the home. Windows are not permitted on the shed or storage building. The footprint of a shed shall not exceed six feet (6') by eight feet (8') and be no higher than six feet (6') high. Sheds shall have a six-foot (6') high border fence adjacent to it. Shed roofs shall be clad with shingles of matching style and color to those on the dwelling. Shed exterior finishes shall be of pressure-treated lumber, painted wood (to match dwelling siding and/or trim color) or vinyl siding to match dwelling color. Exterior finish shall govern placement of shed within the property. Sheds shall have a solid and stable attachment to ground. Shed roof shall direct water drainage away from adjacent properties. Flat roofs are not permitted. Rubbermaid style sheds are permitted, providing they meet the

above size requirements. Harford County has specific requirements for setback and foundations. See their website at [www.harfordcountymd.gov](http://www.harfordcountymd.gov), for details.

**STORM DOORS** - An architectural application shall include a complete description and photograph / manufacturer literature of the storm door. Only full-view glass storm doors will be approved.

**SWING SETS** - An architectural application for a swing set of pressure-treated wood construction shall include a sketch noting overall dimensions, property line setbacks and equipment to be included. A swing set shall be constructed of pressure-treated wood. Swing sets of metal or plastic construction are not permitted. Pressure-treated wood swing sets may be treated with a clear sealant / wood preservative, paints or stains. A color sample must be provided with the architectural application.

The maximum allowable dimensions are eight feet (8') in height by ten feet (10') in width; the centerline of the swing shall be fifteen feet (15') from the rear property line and shall be constructed to sit parallel to the house. The minimum allowable setback from the side property line is three feet (3').

A single slide shall be permitted. A shock absorbent ground cover is recommended beneath the swing set.

**TRAMPOLINES** – Trampolines are not permitted in the community.

**WADING POOLS** - An architectural application for a wading pool is not required. A wading pool is considered any pool ten feet (10') or less in diameter and two foot (2') or less in depth. Wading pools of this type are permitted, as they are considered temporary. Pools exceeding these dimensions are not permitted.

**HOT TUBS** - An architectural application shall include a complete description and photograph of the hot tub and literature from the manufacturer. Hot tubs shall only be permitted in a fenced-in rear yard. The hot tub shall be placed under a deck or on a patio. Hot tubs shall not extend further than ten feet (10') from rear of a dwelling. A building permit shall be obtained from Harford County.

**IX.           CONSTANT FRIENDSHIP HOMEOWNERS ASSOCIATION**  
**ARCHITECTURAL PLANS REQUEST FORM**

Date Submitted: \_\_\_\_\_

Homeowners Name: \_\_\_\_\_

Address \_\_\_\_\_ Abingdon, Md.  
21009

Home Phone: \_\_\_\_\_ Work Phone \_\_\_\_\_ Email Address \_\_\_\_\_

Proposed project will affect: \_\_\_\_\_ Landscaping \_\_\_\_\_ Decking \_\_\_\_\_ Satellite dish  
\_\_\_\_\_ Fencing \_\_\_\_\_ Storm Door \_\_\_\_\_ Exterior painting \_\_\_\_\_ Garden Boarder \_\_\_\_\_ Other  
(please describe)

Please describe below the changes you propose to make to your property, including location, dimensions, materials, colors and designs. Please attach all appropriate documents including blue prints, detailed drawings and a property plat. A copy of the Harford County permit (s) will need to be submitted after approval.

**Project description:** (attach additional sheets if necessary)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Estimated Start Date \_\_\_\_\_ Estimated Completion Date: \_\_\_\_\_

**Homeowner**

**Signature:**

\_\_\_\_\_

**Approved:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Disapproved:**

**Reason:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**MAILING ADDRESS:**     Constant Friendship HOA  
                                  C/O Trenton Property Services, Inc.  
                                  PO Box 767  
                                  Bel Air, Md. 21014  
                                  Phone 410-879-8333 fax 410-879-8560

NOTE: Approval is subject to all permits being obtained, any deviation from approved plans need to be resubmitted, must have compliance with local & state regulations as to minimum setback lines from adjacent lots.



## **X. ADOPTION OF RULES AND REGULATIONS**

A. Adoption of rules: notice to Owners - The Board of Directors of the Association may adopt these and subsequent Rules and Regulations for the Association after:

(1) Each Lot Owner is mailed or delivered:

- (i) A copy or computer disc containing the proposed Rules and Regulations;
- (ii) Notice that Lot Owners are permitted to submit written comments on the proposed Rules and Regulations; and
- (iii) Notice of the proposed effective date of the proposed Rules and Regulations.

(2) Open Meeting:

(i) Before a vote is taken on the proposed Rules and Regulations, an open meeting is held to allow each Lot Owner or tenant to comment on the proposed Rules and Regulations;

(ii) The meeting held under this paragraph may not be held unless:

1. Each Lot Owner receives written notice at least 15 days before the meeting; and
2. A quorum of the members of the Association or the body delegated in the Declaration of the Association to carry out the responsibilities of the Association is present; and
3. After notice has been given to Lot Owners as provided in this subsection, the proposed Rules and Regulations shall be adopted at a regular or special meeting of the Board of Directors by a two-thirds (2/3) vote of the Directors present.

B. When adopted rules not final; special meetings.

(1) The vote on the proposed rule shall be final unless:

- (i) Within twenty (20) days after the mailing of notice of adoption of the proposed Rules and Regulations, twenty percent (20%) of the members of the Association sign and file a petition of referendum on the Rules and

Regulations with the Board, calling for a special meeting;

(ii) Upon verifying that the foregoing requirement has been met, the Rules and Regulations shall be suspended pending the results of the referendum.

(iii) A quorum of the members of the association attends the meeting.

(iv) At the meeting, 50 percent of the Lot Owners present and voting disapprove the proposed Rules and Regulations, and the Lot Owners are more than 33 percent of the total votes in the Association

(2) During the special meetings held pursuant to paragraph (1) of this subsection, Lot Owners may comment on the proposed rule.

(3) A special meeting held under paragraph (1) of this subsection shall be held:

(i) After the Lot Owners have at least twenty (20) days, but not more than ninety (90) days written notice of the meeting; and

(ii) Within sixty (60) days after the day on which the petition is received by the Board.

(4) At the special meeting held in accordance with paragraph (1), the Rules and Regulations shall be submitted to a vote of the members at the meeting. The Rules and Regulations shall be adopted by a vote of a majority of a quorum of members.

#### C. Individual exceptions.

(1) Each Lot Owner or tenant may request an individual exception to a rule adopted while the individual was the Lot Owner or tenant of the Association.

(2) The request for an individual exception under paragraph (1) of this subsection shall be:

(i) In writing;

(ii) Filed with the Board; and

(iii) Filed within twenty (20) days after the mailing of a notice of adoption by the Board.