



## *Constitution*

Bayview Estates Homeowners Association, Inc, a Maryland Corporation

*Approved at the Community Annual Meeting by a vote of the homeowners on the 31st of May 2025*

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# Introduction

Bayview Homeowner Association, INC and the Bayview Estates Community operate for the benefit of the homeowners and their families that live in its 321 homes. The Community and its Board are entrusted with maintaining an attractive and family oriented neighborhood located on the Hill above Downtown Havre de Grace Maryland. The common lands, stormwater management ponds, wooded areas, and Community park create a sense of being separate from the larger City of Havre de Grace, while being located amongst many housing developments that cover the City between Route 40 and Interstate 95.

Homeowners are expected to maintain their homes' attractive appearance, keep them free from unsightly objects, and in good repair. For the vast majority of homeowners in Bayview, their home is their largest and most valuable asset. Maintaining property values and curb appeal are vital to keep that asset's value.

This Constitution for Bayview Estates was created to bring together several governing documents into one place so that existing homeowners and those who have newly bought their homes can read and understand how their community works. Its goal is to provide the members a plain English document that governs their community. Part I. contains the By-laws that regulate the authority of the Community's Board and Executive, approved by a vote of 74 homeowners voting yes to 13 voting no, at a meeting of the homeowners. In Part II, the Community Board handbook provides guidelines for the Community Board's day to day operations. Part III contains the CCR's, these were set at the founding of the community and can not be changed by the Board. Included here are the relevant portion of these important community rules, for a complete copy of this document, homeowners can find it on the community online portal. Part IV is the Rules and Regulations, which outline the guidelines that the homeowners must follow when improving and maintaining the homes and the Board's procedures to enforce those guidelines. This version of these rules was approved by the Board at its 22 April 2025 meeting. Homeowners can send questions or concerns about this set of rules to the Board. Finally, Part V is the Community's Articles of Incorporation that established the original Bayview Community back in 1988.

The various parts of this constitution have different approval processes as outlined in the community's Declarations, their inclusion here does not alter the steps required for their individual approval. All documents remain in force until replaced with an updated version.

# Part I. COMMUNITY BY-LAWS

## Article I. Name and Location

The name of the corporation is **BAYVIEW HOMEOWNERS ASSOCIATION, INC.** The principal office of the corporation shall be located at a location designated by the Community Board<sup>1</sup>, but meetings of Members and the Board may be held at such places within the State of Maryland, County of Harford, City of Havre de Grace, as may be designated by the Board.

## Article II. Definitions

Terms that are capitalized in these Bylaws shall have the meanings set forth in the Association's Declaration of Covenants, Conditions, and Restrictions (CC&R) and By-laws.

1. **"Association"**, **"Community"**, and **"BVE"** shall all mean and refer to BAYVIEW HOMEOWNERS ASSOCIATION, INC., a Maryland corporation, its successors and assigns.
2. **"Community Board"** (the short form is "the Board") is the title of the "BVE Board of Directors", the group of elected officers and directors who, acting as a council, shall be the ultimate authority in the community as listed in all governing documents, declarations, and rules & regulations. I'm
3. **"Properties"** shall mean and refer to that certain real property described in that certain Declaration of Covenants, Conditions, and Restrictions and that certain Declaration of Covenants, StormWater Management Facilities, affecting the Properties as defined in the Articles of Incorporation of the Association, and such additions thereto as may hereafter be brought within the jurisdiction of the Declarations or either of them.
4. **"Common Area"** shall mean all real property (including all improvements thereto) owned by the Association for the common use and enjoyment of the Owners, including open space and private roads but not including stormwater management facilities.
5. **"Lot"** shall mean and refer to any plot of land shown upon any approved preliminary plats and recorded subdivision maps of the Properties, together with all buildings and improvements therein, with the exception of the Common Area and the stormwater management facilities.
6. **"Owner"** shall mean and refer to the record owner, whether one (1) or more persons or entities, of the fee simple title to any Lot or parcel of land which is part of the Properties, including contract sellers, and excluding those having such interest merely as security for the performance of an obligation.
7. **"Declarant"** shall mean and refer to the Declarant shown on the Declarations, and their successors and assigns if such successors or assigns should acquire more than one (1) undeveloped Lot from them for the purpose of development and are expressly granted the rights of the Declarant in conjunction therewith.
8. **"Declaration(s)"** shall mean and refer to the Declaration of Covenants, Conditions and Restrictions, Land Use, Architectural Control and Common Areas and the Declaration of Covenants, StormWater Management Facilities, applicable to the Properties, as amended from time to time, and recorded among the Land Records of Harford County, Maryland.
9. **"Member"** or **"Homeowner"** shall mean and refer to those persons entitled to membership as provided in the Articles of Incorporation of the Association.
10. **"Officer"** shall mean an executive position with a seat and vote on the Board, including Vice President, Treasurer, and Secretary. The President is also an officer, but may vote only in a tie.
11. **"Director"** shall mean a member of the Board who does not have an executive position.

<sup>1</sup> See Article IV Sec. 1A for the definition of "Community Board", which replaces the name "Board of Directors" and is synonymous for the purposes of these bylaws.

12. **Footnotes** shall be considered an integral part of these by-laws with full force and effect.

## Article III. Meeting of Members

### 1. Community Homeowners Meetings.

- 1.1. The Community Board shall call a meeting of the Members as needed, at least once per calendar year.
- 1.2. Community meetings shall elect members of the Community Board, conduct votes on changes to By-Laws, and be a platform for members' to voice feedback, concerns, and requests for action.

### 2. Notice of Meetings.

- 2.1. Written and/or email notice of each meeting of the Members shall be given by, or at the direction of, the President or at his or her direction, the Board Secretary, by emailing or mailing a copy of such notice, postage prepaid, at least twenty (20) days but not more than ninety (90) days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association or supplied by such Member to the Association for the purpose of notice.
- 2.2. Notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting, and shall state that the meeting may be adjourned and an additional meeting called as required in Section 4 below, if a quorum sufficient to act is present at the regularly called meeting.

### 3. Quorum. The presence, in person or by electronic means, at the meeting of Members<sup>2</sup> entitled to cast one-twentieth (1/20) of the votes<sup>3</sup> shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declarations or these By-Laws.

- 3.1. If such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power by majority vote to adjourn the meeting from time to time.
- 3.2. Notice of the time, place and same purpose for the additional meeting shall be advertised by email and regular postage paid mail for Members who opt out of electronic communication and shall state that at the additional meeting the Members present may approve or authorize the proposed action at the additional meeting and may take any other action which could have been taken at the regularly called meeting if a sufficient number of Members had been present.

## Article IV. Community Board

### 1. Composition of the Board

- 1.1. The affairs of this Association shall be managed by at least three (3) Officers Directors serving in the offices of President, Secretary, and Treasurer, as well as other officers and the directors elected by the members.
- 1.2. The Directors and the Officers sitting together will collectively be known as the "Community Board of Bayview Estates"<sup>4</sup>.
- 1.3. Under normal circumstances, there shall be 5 voting seats in addition to the President, who may vote only in the event of a tie vote. No more than seven (7) board members may serve at any one time.

### 2. Eligibility to serve on the Community Board

- 2.1. The Officers of the Community shall ensure that all prerequisites of eligibility are met for all nominated candidates prior to the final ballot being made public.
- 2.2. Must be a homeowner and resident in the community over the age of 21 in good standing for at least 12 months prior to election. Only one person resident in each home in the community may serve on the board at any one time.

<sup>2</sup> "Member" shall be defined for the purpose of these by-laws as a representative of the homeowner of each home in the community, one vote for each home in the community, regardless of the number of people resident in the home. People leasing a home in the community may not represent the home or cast a vote in any election, but may attend and speak at annual community meetings. Homeowners who own more than 1 home in the community may cast votes equal to the number of homes they own.

<sup>3</sup> See footnote 7 for definition of a member in good standing.

<sup>4</sup> See Article II Sec. 2

- 2.3. The board member and/or their immediate family may not have a legal or financial stake in any business or organization with which the community is in a contractual relationship.
- 2.4. Shall not have brought civil litigation against the Community, the BVE Board/its Officers and Directors individually, or any agent thereof in the previous 12 years. The candidate will be responsible for declaring if he or she had been in litigation against any other HOA/Condo Association in the state of Maryland and the nature of that legal action prior to his or her name being nominated for any position on the Board.
- 2.5. Must not have been convicted of a crime (other than traffic related) at any time. Candidates who accept nomination may be subject to a background check at the Board's discretion.
- 2.6. Must have adequate time to devote to serving the community on its board. All board members must agree to have access to phone and email that is checked regularly for correspondence, meeting announcements, and to stay abreast of events between meetings.
- 2.7. Shall at no time bring the community, its board, or its homeowners into disrepute through verifiable print,online, or verbal communications.

### 3. Term of Office.

- 3.1. Directors<sup>5</sup> shall be elected at the annual meeting of Members to occur during the second quarter of the calendar year, all new terms shall commence on the first day of the fiscal year, (1 July) in the year in which the office was elected for a duration of 24 months or until a replacement is elected.
- 3.2. The board shall have the authority to regulate and schedule all meetings of members and the transition of new officers and directors into their positions<sup>6</sup>
- 3.3. Elections to the two year terms of Directors shall be staggered to provide continuity from one year to the next. At each annual meeting one half of the positions of Director shall fall vacant.<sup>7</sup>

### 4. Removal or Resignation

- 4.1. Any Officer or Director may be removed from the Board by a  $\frac{2}{3}$  majority vote of the Community Board if they are found to have violated the terms of these by-laws or for other causes as determined by the board.
- 4.2. The President may be removed from his or her position either by the process noted in Article IV Sec. 4.1 or if 33.33% or more of the whole number of homeowners in good standing petition the board to hold a community meeting for the purpose of voting to remove the President from office. The vote will require  $\frac{2}{3}$  (214 votes) of the whole number of homeowners to vote in favor for the motion to be approved.
- 4.3. Any Officer or Director may resign their position on the board at any time.
- 4.4. In the event of death, resignation or removal of the President, who shall be replaced by the Vice President, or if no Vice President is in office, first the Treasurer or second the Secretary, and shall serve for the unexpired term of his/her predecessor. The Board must have a President and at least two other officers in office to conduct its meetings. If there are no serving officers available, the board shall request nominations from the homeowners and call a special meeting of the Community within 20 days to elect all vacant officer positions for the duration of the unexpired term.
- 4.5. In the event of death, resignation or removal of any other Officer, his/her successor shall be selected by the remaining members of the Board from one of the other members of the board or if no member is able to serve, appoint a Homeowner in good standing. He or she shall serve for the unexpired term of his/her predecessor.

### 5. Compensation.

- 5.1. No elected board member shall receive compensation for attending board meetings.
- 5.2. Officers providing more than 10 hours of verifiable time per week may receive an honorarium not to exceed Maryland state minimum wage through a 1099 if provided for in the annual budget.

<sup>5</sup> "Directors" are defined as elected members not in an officer position. Replaces "At-Large Member of the board".

<sup>6</sup> See Article VIII Section 3 for transition to new board composition after the adoption of this revised By-laws.

<sup>7</sup> In the initial election of Directors after the revision of these By-laws, half the elected Directors shall serve a regular 2 year term and half shall serve a special one year term, renewable at the next annual meeting for a regular 2 year term. Regulation of which Director Positions shall be elected to the special 1 year term shall be at the Board of Directors' discretion at the first meeting of the Board after the election in which the new Directors take their seats.

- 5.3. Directors and Officers may be reimbursed for his/her actual expenses incurred in the performance of his duties.
- 6. Action Taken Without a Meeting
  - 6.1. The Board shall have the right to take any action in the absence of a meeting which they could take at a meeting, by obtaining the written approval of a 2/3 majority of all the Board Members.
  - 6.2. Any approved action shall have the same effect as though taken at a meeting of the full Community Board.

Article V. Elections

1. Nomination

- 1.1. The Community Board will communicate through regular means a call for candidates for the upcoming board term from the Members in good standing<sup>8</sup> for all positions falling vacant in that year. Notification to members of vacancies on the board shall be made known to the homeowners through the emailed or US mailed Spring newsletter, no less than 15 days prior to the close of nominations<sup>9</sup>.
- 1.2. Nomination for election of Directors shall be made by at least one homeowner other than the candidate. All nominations shall be communicated to the President one week prior to the last regular board meeting prior to the Annual Meeting.
- 1.3. Homeowners may nominate a candidate(s) for the Officer positions of President, Vice President, Secretary, or Treasurer, any nominations must receive no less than 5 Members' support to be valid. Candidates may only be on the ballot for one officer position of the candidate's choice at an election.
- 1.4. Nominations must be received by the current Secretary not less than 5 days prior to the date of the annual meeting.
- 1.5. Candidates email the following form to the Board to be considered:

Full Name: \_\_\_\_\_ DOB: \_\_\_\_\_

Number and Street of BVE property(s) \_\_\_\_\_

Have you ever participated in litigation against an HOA/Condo Ass.?    Yes    No

Which position are you interested in standing for? \_\_\_\_\_

By submitting this form to the Board, the candidate gives consent for the Board to conduct a background check. All information received will be kept confidential and destroyed after 3 years.

- 1.6. Candidates who have been nominated for an officer position may also choose to be nominated for a Director seat at the same election. If the candidate is elected to both positions, the next highest vote getter to the Director seat will be declared the winner.
- 1.7. All valid nominations will be placed on a paper or electronic ballot. Homeowners may vote either in person at the annual meeting or by electronic ballot if their identity has been verified prior to the date of the election. The candidate which receives the largest number of votes shall be elected into the position so identified<sup>10</sup>.
- 1.8. The board will name a trusted election moderator who will ensure all candidates are eligible to serve and have been properly nominated, verify the veracity of the ballots and count them, and announce the outcome of the election to the community<sup>11</sup>. All ballots will be retained by the board for 12 months after the date of the election, after which they will be destroyed. The board will ensure all homeowners are apprised of the makeup of the new Board in a timely fashion.

<sup>8</sup> "Good standing" shall be defined as a homeowner, who at the time nominations are announced, does not have any of the following: outstanding monies owed to the community over 30 days past the due date as listed on the community's collections roster, nor being the complainant in litigation with the community as the respondent, nor having any outstanding unresolved violations of the communities rules and regulations.

<sup>9</sup> Elections to the officer and director positions in the initial election after these bylaws are passed shall occur not less than seven days after the meeting at which the homeowners voted to approve these by-laws.

<sup>10</sup> See Article VIII Section 3 for Officer election procedure.

<sup>11</sup> The election moderator shall not be a member of the board, nor a candidate on the ballot.

- 1.9. Upon taking their office, the President shall nominate individuals for the positions of Secretary and Treasurer from amongst the membership of the board, if no person was elected at the annual meeting to those positions. The board will then vote at their next regular meeting to approve or deny the nominations.

## Article VI. Meetings of the Community Board

- 1. Regular Meetings.
  - 1.1. A regular meeting of the Board shall be held as necessary at the President's discretion.
  - 1.2. A minimum of three (3) meetings shall be held in any calendar year with no maximum number of meetings.
- 2. Special Meetings.
  - 2.1. Meetings may be called by the President at his/her discretion, or upon the written request of half of the whole number of members of the Community Board, or at the written request of 20 or more Members.
  - 2.2. The purpose of the meeting shall be stated in the request, and at least 15 days written notice shall be given.
- 3. Quorum.
  - 3.1. A majority of the number of serving duly elected members of the board, including either the President or Vice President, shall constitute a quorum for the transaction of business.
  - 3.2. Every act or decision done or made by a majority of the board members present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.
- 4. Action of the Board
  - 4.1. The acts of the Community Board shall be valid if the required quorum is present at the time of a vote, unless there is an exception stated in law.
  - 4.2. Each Board Member has one vote, regardless of the number of units or properties they own, the President shall vote only in the event of a tie vote.
  - 4.3. The Vice President may vote on all matters even if leading the meeting in the President's absence.
  - 4.4. An act shall be valid if a majority of the Board Members (defined as a motion receiving more yes votes than no votes) votes in the affirmative.
  - 4.5. Tie votes, where the President is unwilling or unable to break the tie, shall be deemed to be a no decision.
  - 4.6. Actions to propose to amend these by-laws<sup>12</sup> shall require  $\frac{2}{3}$  of the whole board to vote in the affirmative. Members not in attendance shall constitute a no vote.
  - 4.7. Any board member, outside actions approved by the board, bringing litigation against the association, or its Community Board as a whole or individually, or its contracted third party management firm shall be barred from sitting and/or voting on the Board.
- 5. Notice of Meetings Regular meetings of the board may be held without notice.

## Article VII. Community Board Authority

- 1. Powers.
  - 1.1. The Community Board shall have all the powers and rights necessary to administer the Association's affairs and perform the Association's responsibilities and exercise its rights as set forth in these Bylaws, the Declaration, and the Articles provided that such rights and powers are not inconsistent with the provisions of Maryland state law, and limited by the provisions of the Association's Declaration.
  - 1.2. In particular, but not limited to, the The Board shall have power to:
    - 1.2.1. Adopt and publish rules and regulations governing:
      - 1.2.1.1. The use and maintenance of the Common Areas and facilities

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<sup>12</sup> See Article XIV Section 1.



- 1.2.1.2. The personal conduct of the Members and their guests thereon and to establish penalties for the infraction thereof;
- 1.2.1.3. Pertaining to the control and keeping of pets
- 1.2.1.4. Pertaining to the maintenance and use of Lots, Homes, and Improvements thereto.
- 1.2.1.5. Pertaining to the maintenance or removal of unsafe or unsanitary structures or conditions from the Lots or the Common Area.
- 1.2.2. Manage, control, and restrict the use of the shared spaces within the community and the conduct of the Association members and their guests by adopting and publishing rules and regulations, and enforcing fines to dissuade any lack of compliance.
- 1.2.3. Suspend the voting rights and eligibility to stand in Board elections of a Member or anyone to whom the Member's right of use has been delegated during any period in which such Member shall be in default in the payment of any assessment levied by the Association, or for lack of compliance with the Association's published rules and regulations.
- 1.2.4. Ensure all Members are up to date with payment of moneys owed to the community<sup>13</sup>.
- 1.2.5. Ensure that Homeownership transfers are kept up to date and move-in documents provided to settlement teams not less than seven days prior to settlement.
- 1.2.6. Provide a "Welcome to Bayview" packet to start to create a sense community to new Homeowners. It is, however, the responsibility of buyers' agents to timely request these documents from the Association or its management agent. If a third party property management firm is contracted, the President shall ensure that this communication is functioning and all new homeowners are receiving proper documentation in a timely fashion.
- 1.2.7. Ensure community common areas are well maintained, trees and foliage are kept in good order, recreational infrastructure is kept clean for member's enjoyment, and signage is up to date with current civil ordinances.
- 1.2.8. Ensure that StormWater Management Facilities are kept in compliance with the governing authority of the Federal EPA, Maryland Department of the Environment, Harford County, and City of Havre de Grace regulations at all times.
- 1.2.9. Ensure the community maintains adequate financial reserves in an interest bearing account separate from its regular operating funds to meet its funding needs.
- 1.2.10. At least once every Five years review Reserve Studies to ensure the community meets Maryland state HOA code in accordance with *Maryland Act on Cooperative Housing Corporations, Condominiums, and Homeowners Associations - Reserve Studies - Statewide ACT 2024*. Reserve studies shall be in the custody of the Board and shall be available to Homeowners upon request.
- 1.2.11. Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of the Articles of Incorporation, these By-Laws, or the Declarations.
- 1.2.12. The President shall declare the position of an Officer or Director to be vacant in the event such member shall be absent from two consecutive regular meetings of the Board without being excused by the President prior to the scheduled meeting. Acceptance of excused absences shall be at the discretion of the President.
- 1.2.13. Employ an association manager or such other employees as they deem necessary and to prescribe their duties.
- 1.2.14. Establish reasonable procedures and fees for the processing of applications for approval submitted to the Board or Architectural Committee pursuant to Article V of the Declaration of Covenants, Conditions and Restrictions, Land Use, Architectural Control and Common Areas

## 2. Duties

<sup>13</sup> See Rules and Regulations, "Collection Procedure"

- 2.1. Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Members who are entitled to vote.
- 2.2. Supervise all officers, agents and employees of this Association and to see that their duties are properly and ethically performed.
- 2.3. As more fully provided in the Declaration, to:
  - 2.3.1. Fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period.
  - 2.3.2. Send written notice by email or by postage paid mail to members who opt out of electronic communication of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period.
  - 2.3.3. Establish, enforce and foreclose the lien against any property for which assessments are not paid within six months after the due date or to bring an action at law against the owner personally obligated to pay the same. Homeowners who are unable to pay their assessment in a timely fashion are required to contact the Board, which will work with the Homeowner to make alternative arrangements that ensure the outstanding settlements or assessments are satisfied without causing undue financial harm to the Homeowner.
  - 2.3.4. Issue or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment.
  - 2.3.5. Procure and maintain adequate liability and hazard insurance on property owned by the Association.
  - 2.3.6. Cause the Common Area to be maintained.
  - 2.3.7. All business activities of the association shall be vested in the board. The board may contract with third party vendors to complete any of the tasks not being undertaken by the board as they see fit.
  - 2.3.8. Ensure all community infrastructure is in compliance with all ordinances of the City of Havre de Grace, Harford County, the State of Maryland, and U.S. Federal legislation.

## Article VIII. Community Executive

### 1. Enumeration of Offices.

- 1.1. Executive authority of the community shall be vested in the President, Vice President, Treasurer, and Secretary. They shall be known as the Officers of the Community, and collectively form the “Executive Board of Bayview Estates”.
- 1.2. The Officers shall at all times be members of the Community Board along with the Directors.
- 1.3. All officers may meet in executive session with minutes kept by the Secretary and reported to the whole board if called by the President at his/her discretion. Officers' meetings may only be called either in person or virtually if time is of the essence and calling a special meeting of the whole board is inconvenient or there is a lack of a quorum of the whole board membership. The officers in executive session may make emergency decisions on any subject other than changes to elections to the board, final approval of the annual budget, or legal matters that require a vote of the whole board including amending any association operating document(s).

### 2. Term

- 2.1. The President and Vice President shall be elected to terms beginning in Odd numbered years .
- 2.2. Treasurer and Secretary shall be elected in even numbered years<sup>14</sup>.
- 2.3. Terms shall commence at a date and time specified by these By-Laws for a duration of 24 months.
- 2.4. If an officer wishes to remain in office and no other person stands for that position, the officer shall be deemed to have been re-elected to a new term. The President, Treasurer, and Secretary roles must never be vacant, the incumbent shall serve until his or her replacement is installed in office, even if their term expires.

### 3. Special Appointments.

- 3.1. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may from time to time determine.
- 3.2. Officers of the Board may hold a special appointment in addition to their existing role.

### 4. Multiple Offices.

- 4.1. No person shall simultaneously hold more than one (1) of the Officer positions simultaneously, except in the case of special offices created pursuant to Section 4 of this Article.
- 4.2. If a position is vacant and no person is available to fill it, until a vacant office is filled by a new individual; the Board may temporarily appoint any member of the Board to a second position to ensure that position's duties are carried out in a timely manner.

### 5. Duties.

- 5.1. Officers shall perform the duties specified in this section of the Bylaws in addition to other duties that may be assigned.
- 5.2. In order to adequately execute the duties described by each of the officer positions, a candidate must be willing and able to dedicate an adequate amount of time to fulfill all the duties of each of the positions.

### 6. Officer Position Description

#### 6.1. President of the Community

- 6.1.1. The President is the Chief Executive Officer of the Community.
- 6.1.2. He or she shall serve as Chairperson of the Community Board. Establish the agenda and preside at all meetings. He or she may not vote, unless to break a tie.
- 6.1.3. The President is responsible to ensure all approved motions of the board are executed properly, shall sign all leases, contracts, mortgages, deeds and other written instruments; and shall co-sign all checks and promissory notes.
- 6.1.4. The President oversees the daily operations of the community, including communication with Homeowners, civil authorities, those contracted to handle property management duties (if applicable), and vendors. The President shall report to the board all business of the association.
- 6.1.5. The President shall be responsible for working with the treasurer and the property manager (if one is contracted) to create an annual budget.
- 6.1.6. If the community has a property manager, this executive shall report to the President regularly. If no third party management company has been contracted by the Board, the President shall act as de jure Property Manager for the duration of their tenure in office, until the board contracts with a new third party management company, or the board determines alternative arrangements.
- 6.1.7. If acting as property manager, the President may not vote on any motion by the board made with reference to his/her actions as property manager, even in the event of a tie.

#### 6.2. Vice President of the Community (VP)

- 6.2.1. The VP shall be the deputy CEO of the community

<sup>14</sup> The by-laws, being revised in an odd numbered year, 2025, the first election of the officer positions of President and Vice President under this revision shall be for a regular 2 year term. At the same initial annual meeting, the other Officer positions of Treasurer and Secretary that would normally be elected in an even numbered year shall also be held for a special first term of 1 year. The Treasurer and Secretary shall then be elected for a regular two year term at the next annual meeting in an even numbered year, 2026.

- 6.2.2. He or She shall assist the president in the conduct of his or her duties.
- 6.2.3. The VP shall serve as Chairperson of the Compliance Committee.
- 6.2.4. If the President is unwell or unavailable, he or she shall empower the VP to exercise his or her duties if time is of the essence for a period of time not to exceed 20 days, including presiding at meetings and fulfilling all other duties of the office President, excluding proposing the removal of Officers or Directors, amending the By-Laws or Rules & Regulations, or entering into new contractual relationships with third party management companies. If the President's inability to serve is greater than 20 days, the board may name the Vice President acting President with full powers to serve until the President is able to resume their role or he or she resigns or is removed from the office of the President for whatever reason.
- 6.2.5. If the office of President is vacant for any reason, the VP shall automatically become President, as though elected by the Homeowners, for the remainder of the President's term. If the VP becomes President, the Board may appoint a new VP from its membership or from the homeowners.

### 6.3. Community Board Secretary

- 6.3.1. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members
- 6.3.2. He or she shall keep the corporate seal of the Association and affix it to all papers requiring said seal
- 6.3.3. Serve notice of meetings of the Board and of the Members, ensure that the Association's documents are current and accurate, keep appropriate current records showing the Members of the Association together with their addresses, and perform such other duties as required by the Board.
- 6.3.4. The secretary shall ensure the records are kept in good order or shall designate an entity contracted by the Board to hold temporarily for a set period of time the seal of the Association.

### 6.4. Treasurer of the Community

- 6.4.1. He or she shall be the Chief Financial Officer of the Community.
- 6.4.2. The Treasurer, along with the President, shall maintain fiduciary responsibility for the community's funds at all times. The Treasurer may delegate a portion of their responsibilities to a contracted third party financial management agent for a stated period of time. This contractual relationship shall not absolve the Treasurer and President of their fiduciary responsibility to the stewardship of the community's funds, which shall remain at all times in their custody.
- 6.4.3. The Treasurer shall ensure that all monies are accounted for and shall report to the Board within five days should any discrepancy be found. The Treasurer, or a contracted financial management agent under their supervision manages disbursing and receiving funds on behalf of the Association.
- 6.4.4. The Treasurer and President shall co-sign all checks and approve all electronic payments made with association funds, or approve a trusted third party contractor to do so under their supervision.
- 6.4.5. The Treasurer shall not delegate to anyone else the conduct of a monthly proof of accounts using financial records of monies received and paid out of association bank accounts and shall have custody of all monthly bank statements and financial records of transactions from which the Treasurer shall create a monthly financial report to the Members of the community for each fiscal year and sent to all Homeowners no less than ten days prior to each annual meeting.
- 6.4.6. The Treasurer shall conduct a monthly proof of accounts using financial records of monies received and paid out of association bank accounts and shall have custody of all monthly bank statements and financial records of transactions.
- 6.4.7. The Treasurer shall create a monthly financial report to the board, sent to each member no less than three business days prior to each regular meeting of the board. An annual financial narrative, written in understandable language, shall be generated to report to the members of the community for each fiscal year and sent to all homeowners no less than ten days prior to each annual meeting.

- 6.4.8. The Treasurer shall keep the President apprised with the current financial affairs of the association through regular communication. The Treasurer shall be responsible for ensuring that any concerns or issues that arise are brought to the President's attention immediately and the whole board on a monthly basis.
- 6.4.9. The Treasurer and no one else has the responsibility of preparing the annual income and expenditure statements.
- 6.4.10. The Treasurer shall ensure an annual audit of all the associations accounts is conducted by a licensed third party auditor approved for the task by an affirmative vote of the board. The Treasurer is unable to conclude the business of the previous year until the audit report is received and accepted by the Board.
- 6.4.11. The Treasurer shall work with the president and the property manager (if one is contracted) to create the Association's annual budget.
- 6.4.12. If the office of Treasurer is vacant, and no person is available to fill it, the Board shall act within 7 days to make other arrangements, including appointing another member of the board to this position in addition to his or her existing office or putting the duties of the Treasurer into committee of the whole Board. If the Treasurer of the community position is in committee, the President shall be empowered to act for the Community, under the supervision of the board as a whole.

## Article IX. Indemnification of members of Board

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

## Article X. Committees

### 1. Compliance Committee<sup>15</sup>

- 1.1. The Vice President shall be Chairperson of this committee, in addition, the Board shall appoint members of a Compliance Committee consisting of no more than three members of the board and up to an equal number of homeowners from the community, as provided by the Declaration.
- 1.2. The President may not sit on this Committee nor serve as its chair.
- 1.3. The Compliance Committee shall be charged with conducting regular reviews of the homes in the community. Any violations of the community's rules shall be communicated to the Homeowner and a copy sent to the Board.
- 1.4. The Compliance Committee shall make a regular report to the Board on its activities.
- 1.5. Any fines arising from identified violations will be set by the Board acting on the recommendation of the Compliance Committee.
- 1.6. The Compliance Committee shall respond to requests from Homeowners to make changes to the exterior of their homes, review the application, and present their findings to the Board for consideration and a determination.
- 1.7. The Board shall ensure that this Committee and activities conform to the community's rules and guidelines as established in its Declarations and the laws of the state of Maryland.
- 1.8. The Board may remove or replace any member of the Committee if that person is found to be acting against the best interests of the community as a whole or its Homeowners.

- 2. The Board shall appoint such other committees as are deemed appropriate to carry out the purposes of the Association.

## Article XI. Community Records

<sup>15</sup> See Rules & Regulations for Enforcement Policy

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

## Article XII. Assessments

### 1. Community Authority to Assess Members

- 1.1. If required by unforeseen circumstances, the Board shall have the authority to create and bill a special assessment to complete necessary capital expenditures on the storm water ponds to meet the standards of local, county, state, and federal laws.
- 1.2. The Board shall not have special classes of Homeowners in regard to assessments and all payment options shall be available to all Homeowners.
- 1.3. The Board is barred from waiving, but may adjust, regular and special assessments.

### 2. Homeowner Duties

- 2.1. As more fully provided in the Declaration, each Member is obligated to pay to the Association's annual and special assessments as determined by the Board through its annual approved budget.
- 2.2. Homeowners are required to pay special assessments under the same terms as the regular annual assessment.

### 3. Collection of Assessments<sup>16</sup>

- 3.1. No Homeowner may escape liability for any assessments as determined by the Board for any reason while the property is owned by said person.
- 3.2. If Homeowners are unable to pay their regular annual or special assessments, the Board shall have a duty of care to ensure that the Homeowner is given reasonable payment options that they can afford.
- 3.3. If attempts at accommodation fail to result in the collection of assessment funds owed, the Board shall have the option to charge a reasonable interest on the balance owed as set by the Board annually.
- 3.4. If a Homeowner is found to be in arrears for greater than six months, the Board may avail themselves of the remedies provided under Maryland Code for HOA's up to and including placing a lien on the Homeowner's property.
- 3.5. All unpaid assessments, interest incurred, reasonable attorney's fees, and costs associated with collection of the arrears shall be added to the Homeowner's account.
- 3.6. The Board shall have the authority to negotiate a settlement of the funds owed in the interest of settling Homeowner accounts and raising needed funds for the community's ongoing expenses.

## Article XIII. Corporate Seal

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

## Article XIV. Amendments

1. These By-Laws may be amended, at a regular or special meeting of the Members, by a vote of a majority of a quorum of Members present in person.
2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declarations and these By-Laws, the Declarations shall control.

## Article XV. Fiscal Year

<sup>16</sup> See Rules and Regulations Collection Procedure

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

## Article XVI. Implementation of Revision of By-Laws

The Board shall be empowered to implement all revisions to the by-laws at their discretion. Determining the make-up of the Directors' staggered first terms, and publishing all changes shall be made by act of the Board. Interpretation of all articles of these by-laws shall be made by the Board and placed in the minutes of its meetings to be recorded.

## Article XVII. Certification

I, Christopher R Ward, the duly elected President of the Bayview Homeowners Association, Inc., a Maryland corporation, the undersigned, and co-signed by Cindy Irizarry, the Board Secretary, do hereby certify the foregoing By-Laws constitute the only lawful and actionable By-Laws of said Association as duly adopted by a majority of those present and voting at a lawfully constituted meeting of the members thereof on the Thirty-first day of May Two thousand and Twenty-five. These By-Laws enter into force and effect upon the President placing his signature and countersigned by the Secretary placing her signature on this document, superseding and voiding all previous By-Laws. A copy of this document shall be submitted for recordation with the Harford County Clerk of the Court, Bel Air Maryland.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this last day of May 2025 at Havre de Grace Police Center, 715 Pennington Avenue Havre de Grace Maryland 21078.

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Christopher R. Ward, Community President

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Cindy Irizarry, Board Secretary



## Part II.

### Community Board Handbook

**Date:** 05/31/2025

#### Overview & Purpose

The Community Board's duties, as outlined in the by-laws (version 2025), are to ensure the good governance of Bayview Estates. It must enforce all rules and regulations fairly and without favor, oversee the decisions of the officers and contracted vendors, and keep the homeowners in regular contact with its actions. Officers and Directors serve a two year term and may run for re-election.

#### Standards

1. All Officers and Directors must swear to conduct themselves in an honest and transparent fashion.
2. They must follow all controlling documents to the best of their ability.
3. All those in a decision making position must treat all members of the community equally and without any favor.

#### Objectives

1. Manage the community's funds provided by the homeowners in the assessments as outlined in the annual budget.
2. Fairly enforce the community's C.C.R's and Rules and Regulations in requests for compliance homeowner improvements.
3. Become conversant with all operating documents and be able to explain their contents to homeowners when asked.

#### Meetings

1. All board members shall attend all scheduled meetings with an open mind and a desire to participate.
2. Follow Robert's Rules to ensure all meetings are conducted fairly and in good order.
3. Meetings shall include a time set aside for homeowner questions, concerns, and petitions.
4. Homeowners shall have the right to question the Board as a whole or an individual Officer about any subject.
5. Petitions from homeowners which meet the criteria for consideration by the Board or a Community Meeting must be on the agenda of the next regularly scheduled Board meeting.
6. The President shall be available to all members of the Community in a timely manner.

#### Verification

*As outlined in by-laws*

1. All cash handling, either in receiving or payable, shall be conducted under the American GAAP (Generally Accepted Accounting Principles) system. Only the President and Treasurer may handle community funds, and only under direct supervision of the Community Board in a publicly open meeting setting.
2. All requests to reimbursement must be in compliance with the operating budget and be for a purpose that is solely for the betterment of the community. Officers who are found by the Board to have violated this rule shall be subject to review and removed from their office.



3. Report all expenses to the board in a timely manner. The Board shall make all accounting records available to members of the community no more than 30 days after a monthly chart of accounts is closed and rectified.
4. Ensure receipts are submitted and properly coded prior to receiving reimbursement.
5. Any requests for compensation for time must be made to the board in writing.
  - a. Meeting attendance may not be compensated.
  - b. Participating in emails and normal activities of a short duration may not be compensated.
  - c. Only actions in the sole furtherance of the board's decisions may be compensated, board members do not have an automatic right to compensation. The board may choose the circumstances, if any, in which a board member may be compensated.
  - d. Tasks that require greater than 10 hours of labor, in which the sole activity was furthering the community's activities may be considered by the board for compensation. Work product must be demonstrated which responsibly requires the requested time to complete as part of the request.
  - e. Compensation shall be at Maryland state minimum wage and shall be 1099'd to the board member at the end of the year.
  - f. The board member must keep an accurate record of time worked and submit that time sheet with their written request to the board.
  - g. Compensation shall require an action of the board at a regular meeting, and if approved, the board will determine what amount will be compensated and when that payment will be made. All compensations granted shall be reported to the community as part of the regular monthly financial report.

### **Eligibility to serve on the board**

*See Article IV section 2 of the by-laws*

1. Must be a homeowner and resident in the community with a clean criminal background (other than traffic related) over the age of 21 in good standing for at least 12 months prior to election.
2. Only one person resident in each home in the community may serve on the board at any one time.
3. The board member and/or their immediate family may not have a legal or financial stake in any business or organization with which the community is in a contractual relationship.
4. Shall not have brought civil litigation against the Community, the BVE Board/its Officers, Directors individually, any agent thereof, or any HOA/Condo association the state of Maryland in the previous 12 years. Individuals involved in litigations in which they were the respondent or where declared blameless in the findings of the litigation are permitted to serve on the board.
5. Must have adequate time to devote to serving the community on its board.

### **Positions**

*As outlined in by-laws Article VIII section 6*

#### **A. President of the Community**

- a. The President is the Chief Executive Officer of the Community, property manager (if one is not contracted, and Chairperson of the Community Board. Establish the agenda and preside at all meetings. He or she may not vote, unless to break a tie.
- b. The President is responsible to ensure all approved motions of the board are executed properly, shall sign all leases, contracts, mortgages, deeds and other written instruments; and shall co-sign all checks and promissory notes.
- c. The President oversees the daily operations of the community, including communication with Homeowners, civil authorities, those contracted to handle property management duties (if applicable), work with the treasurer to create an annual budget and oversee vendors. The President shall report to the board all business of the association.
- d. If the community has a property manager, this executive shall report to the President regularly. If no third party management company has been contracted by the Board, the President shall act as de jure Property Manager for the duration of their tenure in office, until the board contracts with a new third party management company, or the board determines alternative arrangements.
- e. Removal
  - i.  $\frac{2}{3}$  majority vote of the Board
  - ii. 33.33% or more of the whole number of homeowners in good standing petition the board to hold a community meeting for the purpose of voting to remove the President from office. The vote will require  $\frac{2}{3}$  (214 votes) of the whole number of homeowners to vote in favor for the motion to be approved.

#### **B. Vice President of the Community (VP)**

- a. The VP shall be the deputy CEO of the community and shall assist the president in the conduct of his or her duties.
- b. The VP shall serve as Chairperson of the Compliance Committee.

- c. Stand in for the president when he or she isn't available. Assume the presidency if the office is vacant.

### **C. Community Board Secretary**

- a. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members
- b. Ensure that the Association's documents and records are current and accurate, keep appropriate current records showing the Members of the Association together with their addresses, and perform such other duties as required by the Board.

### **D. Treasurer of the Community**

- a. He or she shall be the Chief Financial Officer of the Community, along with the President, shall maintain fiduciary responsibility for the community's funds at all times. The Treasurer may delegate a portion of their responsibilities to a contracted third party financial management agent for a stated period of time.
- b. The Treasurer shall ensure that all monies are accounted for and shall report to the Board within five days should any discrepancy be found.
- c. The Treasurer, or a contracted financial management agent under their supervision manages disbursing and receiving funds on behalf of the Association.
- d. The Treasurer and President shall co-sign all checks and approve all electronic payments made with association funds, or approve a trusted third party contractor to do so under their supervision.
- e. The Treasurer shall conduct of a monthly proof of accounts using financial records of monies received and paid out of association bank accounts and shall have custody of all monthly bank statements and financial records of transactions from which a monthly financial report to the Members of the community for each fiscal year and sent to all Homeowners no less than ten days prior to each annual meeting.
- f. The Treasurer shall create a monthly financial report to the board, sent to each member no less than three business days prior to each regular meeting of the board.
- g. The Treasurer shall keep the President apprised with the current financial affairs of the association through regular communication. The Treasurer shall be responsible for ensuring that any concerns or issues that arise are brought to the President's attention immediately and the whole board on a monthly basis.
- h. The Treasurer shall work with the president and the property manager (if one is contracted) to create the Association's annual budget.

## **Elections**

*As outlined in by-laws Article V*

- A. Terms shall be 2 years.
- B. President and Vice President shall be elected in odd numbered years and the Secretary, Treasurer, and Directors in even numbered years.
- C. Officers require nomination from 5 other homeowners and Directors from 1 other homeowner not living in their home.
- D. Contested elections shall occur at the community meeting in May for in person voting and online for one week thereafter. Homeowners may vote in person or electronically. If the election to a position results in a tied vote, an instant run-off will occur in which the homeowners will receive via email or US mail a special ballot and have 7 days to return it. If the run-off results in a tie, the Board will vote at its next meeting on which candidate to seat in the position by a majority of the whole number of seated Board members, the President shall not have a vote.
- E. The terms shall commence on 1 July and continue until re-elected or replaced by their successor.

# Part III.

## Bayview Estates

Homeowners Association, Inc.

Abridged

**Covenants, Conditions, and Restrictions**  
(CCR's)



## **Preface**

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

## **Authority**

According to Article V of the Declaration of Covenants, Conditions, and Restrictions, Architectural Control, hereafter referred to as the "CCR's":

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

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

## Covenants, Conditions, and Restrictions (CCR's)

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

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

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

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

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

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

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

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

Section 8. Television Antennas: No individual exterior television, radio, or satellite television antennas or dishes shall be permitted; provided that if no cable service is available to the properties, each Lot may install and maintain one antenna only. Replaced by Rules and Regulations section 15

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

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

## **Background**

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

## **Procedures**

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

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

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

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

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

The homeowner is fully responsible for the delivery via email to the Bayview Board of any submittal for approval. The Board will make every effort to respond to the request as soon as possible.

## Part IV.

# Bayview Estates

Homeowners Association, Inc.

## Rules & Regulations

Revised & Approved by the Board

Effective Date- 31 May 2025



*As stated herein, the terms used are:*

- ★ *"approval" means written approval by the Community Board*
- ★ *"Board" is the short form for "the Bayview Estates Community Board", its Board of Directors*
- ★ *"CCR's" anagram of the initials of the Community's Declaration of Covenants, Conditions, and Restrictions*
- ★ *"Member" & "Homeowner" are the individuals who are listed on the deed of the properties contained in the community.*
- ★ *"Lot" is the property and its dwelling as outlined in the Community's plat map.*

Homeowners are encouraged to submit a request to the President for guidance on any of the listed Rules herein if he or she is unsure of how they affect their individual property. All items related to the Homeowners' dwellings are permitted unless specifically banned by these Rules & Regulations, the Declaration of CCR's, or individual action of the Board. Improvements and alterations requiring a Permit from the local authority must be received prior to submitting a request for approval from the Board.

1) Animals:

- a) The keeping of outside runs, cages, or animal housing is prohibited anywhere in the community.
- b) Homeowners may not keep livestock on the lot or dwelling.
- c) Pets may not be kept or bred for commercial purposes.
- d) Pets outside the dwelling must be kept in the rear of the lot or on a leash at all times.
- e) No pet may cause a disturbance.
- f) Homeowners may keep no more than 2 pets with access to the exterior of the dwelling.
- g) Homeowners must clean up all waste on their lot or in the common areas.
- h) Reference the CCR's Article VI Section 4.

2) Decks

- a) All decks require approval and all submissions will conform to the requirements of the Declaration of CCR's.
- b) All decks, rails, and enclosures must be constructed of pressure treated lumber or another appropriate wood or PVC composite plastic.
- c) Decks may be enclosed from ground level to the bottom of the deck with CCA/Pressure treated lattice or other material as approved.
- d) Decks may be stained only with approval; only preservatives of a neutral color will be approved.
- e) If a clear, uncolored preservative is used, approval is not required.
- f) Any modification of the deck from its originally approved plan requires proper submission for and receipt of written approval.

3) Temporary Window Units

- a) Homeowners shall not have window air conditioners or fans that protrude beyond the frame of the window.
- b) No air conditioners or fans may be in any window that is visible from the street in front of the dwelling.
- c) Free standing AC units that vent through a narrow insert in the window do not require approval.

4) Garden Border

- a) All garden borders require approval subject to proper submission.
- b) No border over 8 inches tall, made of plastic or wire, will be allowed
- c) Retaining walls are not considered "borders", but require proper approval prior to construction.

5) Lawn Ornaments-All lawn ornaments exceeding 18 inches in height or quantities thereof exceeding 6 require approval subject to proper submittal.

6) Plantings- Shrubs, flowers, trees, and bedding/gardens

- a) Trees and shrubs whose mature height will exceed 4 feet require approval and shall not be planted within 5 feet of the property line.
- b) Vegetable gardens must be restricted to the rear of the house and within the rear corner lines of the house.
- c) Plantings may not exceed 25% of the area of the front or rear yard unless prior approval is received.
- d) Homeowners may plant within 4 feet of their foundation without prior approval.



- e) No invasive species plantings, such as Weeping Willows, are permitted on any lot.
- f) All plantings falling outside these parameters must be submitted for approval.
- g) All flower beds and gardens must be neatly maintained at all times.
- h) Plants, trees, and shrubs must be cut back to not impede or overhang the sidewalk.
- i) Perimeter/screening plantings exceeding 4 feet will only be permitted within rear yards and require approval before planting.
- j) All dead or dying plantings and trees must be removed, including the stumps.

#### 7) Lighting

- a) All permanent exterior lighting, other than that which was with the home at the original settlement, requires approval.
- b) No Lights of any type that illuminate an area exceeding the Lot on which they are installed will be permitted.

#### 8) Recreational Equipment

- a) All permanent equipment on any lot requires approval, including playground installations, basketball hoops, sandboxes, jungle climbing gyms, gym equipment.
- b) Equipment must be commercially manufactured and maintained within the rear of the lot meeting civil ordinance setbacks from the property lines.
- c) Sandboxes must have a well fitting lid when not in use.
- d) The Board may consider exceptions for site lines and other lot specific topics.
- e) All equipment must be well maintained and removed completely when no longer in use or needed.

#### 9) House Exteriors

- a) All color changes in exterior painting or changes to trim or siding must be approved.
- b) House colors should normally be kept the same as they were at the completion of original construction. If a homeowner wishes to change the color of his or her dwelling, only colors listed on the Colonial Williamsburg color wheel will be considered for approval.
- c) Any exterior painting required for general upkeep, including trim, doors, and shutters not involving a color change do not require approval.
- d) Proper maintenance of the exterior of dwellings is required.
- e) All home's exterior covering, including siding, brick, and stone must be cleaned and no mold or mildew allowed to grow on any side of the exterior.

#### 10) Patios

- a) All patios require approval
- b) The width of all patios may not exceed the sides of the dwelling.
- c) Patios should be constructed of stone, cement, brick, or lumber/plastic composite materials.

#### 11) Fences

- a) All fences require approval per Article V of the CCR's.
- b) Fences may be built in the rear yard only.
- c) Fences may be of a neutral color, white, or a light colored stain.
- d) Composite fences must be either white or neutral in color.
- e) Metal or Wrought Iron fences must be kept in their natural metallic color.
- f) No fencing is permitted on the front or side yards of any dwelling and must meet the dwelling on the rear corners of the structure.
- g) Fences must be built "dress" side facing out.
- h) All fencing must be no higher than 4 feet in height.
- i) See Appendix D for approved styles of fences.
- j) Fencing must be well maintained at all times.

#### 12) Roofing

- a) Roofing repair or replacement of the same color as the previous roof do not require approval.
- b) Changes to the color of roofing material requires approval.

### 13) Utility Buildings and Sheds

- a) Sheds are permitted of the same color (or as close as possible) as the primary dwelling.
- b) Sheds may be either free standing or attached to the primary dwelling.
- c) Sheds should be of a dimension of no greater than 12 feet on its longest side.
- d) All sheds must be approved.

### 14) Storm doors

- a) Permitted without approval subject to using commercially manufactured doors whose color is consistent with existing house or trim color.
- b) All storm doors must be well maintained and in good repair at all times..

### 15) Antennas

- a) "Article VI, Section 8 of the CCR's, no outside TV or radio aerial or antenna for reception or transmission shall be maintained upon any lot" has been repealed due to Federal Communications Commission regulation. Satellite Dishes are permitted.
- b) Radio transmitter towers are not permitted.
- c) All reception devices require Board approval prior to installation.
- d) Reception devices no longer in use must be removed by the homeowner at the discontinuation of the service.

### 16) Clothes lines

- a) Permanent clothes drying lines fixed to the dwelling or a post are not permitted.
- b) Retractable or collapsable clothes lines may be used on the exterior of a lot in the rear of the dwelling only and must be collapsed or retracted when not in use.

### 17) Window covering

- a) There must be appropriate window coverings on all windows visible from the street in front of the house.
- b) Bed sheets, newspapers, and similar coverings may not be hung or placed in any dwelling's windows on any lot.

### 18) Holiday lighting

- a) Lighting must be placed on the dwelling, in the plantings, or on the lawn not within 4 feet of the property line.
- b) Lighting must be removed 30 days after the date of the holiday.

### 19) Trash and Recycling containers

- a) All trash and recycling containers must be maintained in a clean condition at all times.
- b) Trash containers may be put out for pick up in a place that does not impede the flow of foot traffic on the sidewalks no earlier than noon the day before they are due to be picked up and taken back to the normal location no later than the end of the day on which the trash was picked up.
- c) Trash and recycling containers should be kept in the garage or a location that is not visible from the street.
- d) Homeowners may install a privacy screen, solid fence, or trash storage cabinet to shield the location of their trash cans that is no taller than 4 feet high with prior approval.

### 20) Awnings & Fiberglass panels

- a) Awnings of any variety over windows are prohibited.
- b) Awnings over deck are permitted with prior approval.
- c) Fiberglass installations of any kind are prohibited.

### 21) Storage containers/pods

- a) All storage containers or pods employed by the homeowner must be kept on the dwelling's driveway at all times.
- b) No containers or pods may be in the street or on the non-paved portion of the lot at any time.
- c) Storage containers and pods may be present on the driveway and require prior approval.

### 22) Vehicles

- a) Only tagged vehicles with proper registration and insurance are permitted in the community.
- b) Vehicles of more than 1 ton are not permitted.
- c) Motorcycles and ATVs must be stored in either the garage or out of sight of the street in front of the dwelling.

- d) Homeowners who have employed a large truck or tractor trailer for the purpose of moving their belongings are responsible for that vehicle while it is present in the community. Moving vehicles must not block the public access to sidewalks or streets for an extended period of time.
- e) Major vehicle repairs and restoration projects are prohibited on the exterior of the lot at any time. Vehicles which are not in a working condition may not be stored on the exterior of the dwelling at any time.

23) Trailers, boats, and campers

- a) Trailers are permitted to be parked in the driveway of the dwelling for no longer than 14 days.
- b) Homeowners who own trailers must store them out of sight of any other lot.
- c) RV's, 5th wheels, boats, and camper trailers are permitted for no longer than 14 days.

24) Removal of Vehicles

- a) Any vehicle parked in other than designated parking areas or driveways or otherwise in violation of the CCR's is subject to removal by the Board at the owner's risk and expense.
- b) Homeowners should contact the President if a vehicle has been removed to receive contact information for the towing company that completed the removal.
- c) All vehicles of guests of homeowners are the responsibility of the hosting homeowner.
- d) Personal vehicles that are untagged/not registered along with Boats on trailers, storage containers/pods, campers, RV's, and campers that are found to be in violation of these rules will result in the homeowner receiving a notice to remove them. If the homeowner fails to comply with the notice to remove, the violating item will be removed by the Board at the owner's risk and expense and the homeowner will be assessed a fine for the violation of these rules.
- e) These Rules and Regulations are deemed to be prior notice of removal of vehicles in violation of these rules.

25) Arbors

- a) Arbors require approval prior to installation.
- b) They are prohibited in the front yard of the lot.

26) Swimming pools, hot tubs, and spas

- a) All swimming pools, hot tubs, and spas require approval.
- b) Above ground pools that comply with all community rules found in appendix B are permitted with approval.
- c) All listed installations must be installed in the rear of the dwelling.
- d) Pools, hot tubs, and spas must be maintained in working order at all times.
- e) An approved fence must be installed enclosing all pools.
- f) All above ground pools, hot tubs, and spas must be secured at all times by a cover, gate, or other approved barrier to ensure safety.

27) Mailboxes

- a) Only US Postal Service approved mailboxes are permitted.
- b) Only mailboxes of a neutral color in wood, pvc, plastic, metal, or composite material are permitted.
- c) Posts must be made of wood, pvc, or composite. Metal posts are not permitted.
- d) Mailboxes must be maintained.
- e) All replacement mailboxes must be approved.

28) Community safety

- a) Handguns, rifles, shot guns, pellet guns, BB guns, bows and arrows, and other equipment that launches a projectile may not be fired anywhere in the community.
- b) Fireworks may not be set off anywhere in the community.
- c) Feral cats, dogs, foxes, deer, and other animals may not be fed by the homeowners, nor can they be hunted on community property.
- d) Feral animals that are found to have caused damage or create a nuisance should be reported to the Harford County Animal Control agency.
- e) The Community park may be used between the hours of sunrise and sunset.

- f) Homeowners must monitor their children when using the playground equipment at all times.
- g) No rubbish may be left on any community property at any time and homeowner's pets' waste must be removed at the time it is made.
- h) The common areas, including the ponds and community park must be maintained by all homeowners. Rubbish must be deposited in proper receptacles only.

## 29) Collections

### I. Collection Procedures when the President is acting as Property Manager

1. The President is responsible for ensuring all policies set by the Board are carried out. He or she will be responsible for maintaining accurate records of all homeowners' accounts with the community. The Board shall ensure that all actions taken in furtherance of collections shall conform with the *Maryland Fair Debt Collection Act*.
2. The Board will determine the timing for collection from those homeowners who are found to be delinquent in their assessments and other money owed to the community.
3. The Board may empower an attorney to represent the community in all collections actions.
4. The Board will vote at the December meeting each year a rate for fines and interest to be assessed to homeowners who are in arrears.
5. Attempts to collect:
  - 5.1. An email will be sent by the President to all homeowners outlining the amount of the annual assessment and due dates for payment.
  - 5.2. An email will be sent to each homeowner who has not paid their money owed to the community by the due stating that if their balance is not paid within 30 days, a late fee and other fines or interest will be assessed.
  - 5.3. If the homeowner fails to comply, a registered letter will be sent to each homeowner at their own expense added to their balance by the date stated in the first demand letter.
  - 5.4. Once a demand letter is sent to a Homeowner, payment must be made in the form of a direct payment on the Community's online service portal or by certified funds.
  - 5.5. Homeowners who refuse to comply after all attempts are made to address their unpaid balance, the Board will file in Maryland District Court a civil action to collect the debt. All court costs will be assessed to the homeowner's account, the Board may employ an attorney to handle legal collection actions at the homeowner's expense.
  - 5.6. A notice of Intention to Create a Lien also may be employed for all homeowners who have failed to clear their debt. This action would place a Lien on the title to the assets owned by the Homeowner. The attorney must notify the Homeowner at least 30 days prior to any notice of intent to create a lien being filed in Maryland Circuit Court.
  - 5.7. If all funds are not paid within 90 days of a Lien being granted, the Board will determine the procedure and timing of filing a notice to foreclose on the said Lien.
6. All monies owed will be credited in the following order:
  - 6.1. Attorney's fees and court costs if applicable
  - 6.2. Costs of Collection
  - 6.3. Fees, fines, and interest assessed by the Board
  - 6.4. The oldest unpaid balance first through the most recent.
7. Homeowner's Rights
  - 7.1. The Homeowner has the right to review their account upon demand.
  - 7.2. If the homeowner is not in a position to pay their assessment in full, a good faith payment toward their balance must be paid within the stated time to pay.

- 7.3. The President may meet with the Homeowner at their request to create a repayment plan that will be signed by both the President and the homeowner. If the homeowner complies with all the terms of the repayment plan, the Board will consider the Homeowner to be in good standing.
- 7.4. The Board, at its discretion, will make a good faith effort to ensure that all Homeowners have an opportunity to remain in good standing.
8. Foreclosure of Lien
  - 8.1. If full payment is not received from the delinquent homeowner within 30 days of establishment of the Lien, the Board or its attorney will file a Petition to Foreclose on the Lien or file a complaint in the District Court of Maryland and then transmit it to the Circuit Court for execution.
  - 8.2. If a trial is necessary, the President will attend all court hearings.

## II. Collection Procedures when a Third Party Management Company is Contracted

1. At the direction of the President, the management company will prepare and send to the attorney, in writing, a list of all delinquencies.
2. Upon receipt of such a list, the attorney will send by certified mail, restricted delivery, a demand letter and Notice of Intention to Create Lien to all owners who are delinquent. The letter will demand payment within 15 days of all past due assessments and facility charges, late charges, costs of collection (which include costs incurred by a law firm for photocopying, postage, messenger service, court costs, etc.) and a collection fee of not less than \$150.00. The letter will also advise the owner that if an attorney is required to handle the account after the letter is sent, the owner will be responsible for attorney's fees for the time expended by the attorney. In the event the amount claimed is not paid within 15 days, the owner will also be responsible for payment of a title search fee of not less than \$75.00 and any attorneys' fees incurred since the date of the letter. The Notice of Intention to Create Lien advises the owner of the intent to record a lien against the property and of his/her legal right to contest the amount claimed in a show cause complaint filed in the Circuit Court for Harford County ("Circuit Court"). If the delinquent owner fails to accept the initial demand letter, the attorney will cause the Notice to be a. Mailed to the delinquent owner's last known address; and b. Posted in a conspicuous manner on the delinquent owner's property by the Association, in the presence of a competent witness.
3. The Notice of Intention to Create Lien also will advise the delinquent owner that they have 30 days from the date of service of the Notice to file a complaint in the Circuit Court to determine whether probable cause exists for the establishment of a lien. If the owner fails to file a complaint within the 30-day period, a Statement of Association Lien, previously prepared by the attorney, will be sent to the President and the management company at the expiration of the 30-day period for execution. Notice of intention to foreclose will also be sent to the holders of all mortgages upon the property. The Statement of Association Lien will claim all assessments and facility charges, and other charges permitted by law, together with reasonable attorneys' fees.
4. Payment tendered to the attorney or the management company will not be accepted unless it is by certified check, cashier's check, or money order, payable to the law firm and constitutes payment in full of all amounts claimed in the attorney's letter. The management company will forward all payments to the attorney. **Personal checks tendered to the attorney will not be accepted and will be returned to the owner. Any** payments tendered to the Association after the delinquent owner's account has been referred to the attorney, which do not constitute payment in full will
  - a. Be returned to the delinquent owner, or
  - b. Be credited to the outstanding balance due and will be applied first to the attorney's fees and costs of collection and then to the oldest delinquent assessments and facility charges. Any such acceptance shall not be considered a waiver of all other amounts due and shall not be construed as a payment for satisfaction of delinquent assessments, late charges, interest, costs of collection, and attorney's

fees due; and such assessments and facility charges, late charges, interest, costs, and attorney fees shall continue to accrue until paid in full.

5. If the owner files a complaint in the Circuit Court to determine whether probable cause exists for the establishment of a lien, the attorney will advise the President and the management company of the filing and any hearing date established by the Circuit Court, and take any and all legal action necessary to establish the lien. If a Court hearing is required, the President and/or the management company will be requested to testify on behalf of the Association as to the legitimacy of all amounts claimed in the Notice of Intention to Create Lien.

The Attorney will request the Circuit Court to assess all legal expenses against the owner for all attorneys' fees and costs incurred in establishing the lien.

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

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

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

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

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

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

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

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

### 30) Above Ground Swimming Pool Standards

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

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

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

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

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

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

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

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

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

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

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

**Unused/Abandoned Pools:** Pools will not be allowed to lapse into a state of nonuse. Such a state is evidenced by torn or frayed liner or cover, lack of cover during winter months, remaining covered during summer months, stagnant water, algae on pool walls, broken/inoperative machinery, damaged, rusty exterior pool wall, empty pool or one clogged with leaves/debris.

Inoperative pools will be dismantled/removed by the homeowner. (A pool that is idled/covered for winter storage is not considered unused) Owners of unused/abandoned pools will be notified in writing.

## 31) Enforcement Policy

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

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

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

The following steps outline the Enforcement Policy that is used for architectural violations.

### 1. Compliance Process

#### 1.1. Inspection

- 1.1.1. Periodic inspections by the Board's Compliance Committee will be conducted throughout the community to identify potential violations.
- 1.1.2. These inspections may be scheduled or random.

#### 1.2. Notification of Violations by Community Members

- 1.2.1. In addition to the inspections conducted by the Community Board, homeowners may notify the Board of any observed violations of the Covenants, Rules, and Regulations.
- 1.2.2. Complaints can be submitted to the Compliance Committee of the Board through email, and the Committee will review these notifications to determine if a violation exists.

#### 1.3. Violation Notification

- 1.3.1. When a violation is identified, the homeowner will be notified by the Board via letter or email.
- 1.3.2. The notice will include:
  - 1.3.2.1. A description of the violation(s).
  - 1.3.2.2. Reference to the specific Covenant, Rule, or Regulation violated.
  - 1.3.2.3. A reasonable deadline for correcting the violation.
  - 1.3.2.4. Contact information for the HOA if the homeowner has questions or concerns.








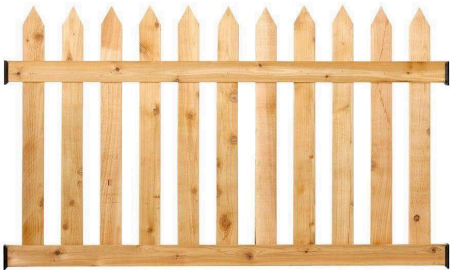

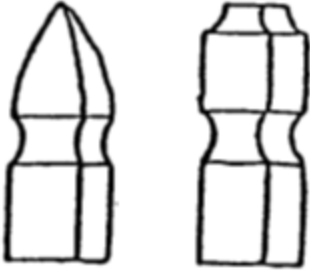
- 1.4. Correction Period- Homeowners will be given a reasonable time frame to correct the violation<sup>17</sup>.
- 1.5. Follow-up Inspection- After the deadline for compliance, a follow-up inspection will be conducted. If the violation has not been addressed, further steps will be taken.
2. Steps for Enforcement of Compliance
  - 2.1. Notice of Violation
    - 2.1.1. Homeowners will be notified by a notice (written letter or email) informing them of the violation and requesting corrective action.
    - 2.1.2. This notice will include a timeline for addressing the issue.
    - 2.1.3. The homeowner should respond to this notice within 15 days if they have questions or concerns. Homeowners shall have a right to a hearing by the Board at which they shall have a right to present evidence and make a request for the Board to review the facts as presented. All hearings requested by homeowners shall be held at the next regularly scheduled meeting of the Board.
  - 2.2. Second Notice of Violation
    - 2.2.1. If there has been no communication from the homeowner within 15 days and noncompliance continues, a final notice may be sent via certified mail, at the homeowner's expense, demanding compliance. It will state that upon a third notification of noncompliance a fine of \$50.00 will be assessed.
    - 2.2.2. The homeowner will be given a final opportunity to address the violation at a hearing during the regularly scheduled meeting of the Board before any financial penalties are assessed.
  - 2.3. Third Notice of Violation
    - 2.3.1. If no attempt to come into compliance has occurred, the homeowner will receive notification via a letter or email that a \$50.00 fine has been levied.
    - 2.3.2. Violations of any rule or regulation beyond the third violation will be subject to a \$100.00 fine per violation. The board may proceed with legal action to enforce compliance.
    - 2.3.3. The homeowner will be responsible to reimburse the Association for its attorney's fees and costs to enforce compliance.
3. Legal Action and Liens
  - 3.1. If the violation is not corrected, and fines remain unpaid after 60 days, the Board reserves the right to pursue legal action and/or place a lien on the homeowner's property to recover fines, penalties, and any legal costs incurred.
4. Types of Violations (but not limited to):

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<sup>17</sup> See Section III of Appendix C

- 4.1. Property maintenance issues (e.g., unkempt lawns, peeling paint, trash or debris in the yard, dilapidated fences).
- 4.2. Unauthorized alterations to the property or structure (e.g., fences, sheds, or exterior color changes).
- 4.3. Parking violations (e.g., boats, trailers, RVs).
- 4.4. Unauthorized storage (e.g. storage pods, dumpsters, firewood, trash containers)
5. Exemptions and Extensions
  - 5.1. Seasonal Conditions- For violations that may be related to seasonal conditions (e.g., snow removal, landscaping), the Board will allow flexibility, especially during the winter months when certain corrective actions may not be feasible.
  - 5.2. Requests for Extensions- Homeowners may request the President issue an extension of time needed to comply with the rule listed on the violation. Extensions are considered on a case-by-case basis.
  - 5.3. Extensions may be granted for reasons such as inclement weather, financial hardship, or other extenuating circumstances at the President's discretion.
  - 5.4. Hardship Considerations- The Board will take into account any personal or financial hardship faced by homeowners. If a homeowner cannot address a violation due to financial or personal circumstances, they may request a hardship review from the Board.
6. Appeal Process
  - 6.1. If a homeowner disagrees with the violation notice or the fine imposed, they may appeal the decision by submitting a request via email to the President for a hearing by the Community Board at its next regularly scheduled meeting.
  - 6.2. All fines and legal action related to the violation will be stayed until a final determination is made by the Board or all appeals are exhausted.
  - 6.3. The request must include a detailed explanation with evidence of why the homeowner believes the violation does not apply or why the fine should not be imposed.
  - 6.4. The Board will review the appeal and schedule a hearing if needed, at which the homeowner may present their case.
  - 6.5. The Board will notify the homeowner of the final decision in writing. Once a final decision is made, all actions to enforce compliance will be enforced.
  - 6.6. Once a final determination is made by the Board, members have a right to appeal all actions of the Board to the Maryland Circuit Court for Harford County or request binding arbitration through the Maryland Uniform Arbitration Act (MUAA).

## 32) Approved Fence Styles

	
<i>Round Rail</i>	<i>Estate Rail</i>
	
<i>2 Split Rail</i>	<i>3 Split Rail</i>
	
<i>Double-Sided Wood Batten</i>	<i>Spaced Picket*</i>
	
<i>Dog Eared*</i>	<i>Post Styles</i>
<i>* Styles may be undercut or scalloped</i>	



*Aluminum or Steel - Black or White*



*Vinyl Rail*



*Vinyl Picket*



*Wood Privacy*



*Vinyl Privacy*



*Vinyl Privacy, Lattice Top*

## 33) Sheds

### Reference

Article IV section 6. Of the Declaration of Covenants, Conditions, & Restrictions (1988).  
Amendment approved allowing stand alone sheds (2009).

1. Term: indefinite, or until subsequently amended by future action of the Board.
2. Homeowners must receive prior authorization from the Board and a building permit from the City of Havre de Grace (if applicable) prior to installation of a new Shed construction or a replacement shed that does not replace an existing shed of the exact same construction, color, and materials.
3. Pre-existing sheds in the community do not constitute a precedent for the terms of this new architectural policy. Homeowners with sheds that do not conform to current guidelines will not be required to remove them, however if a nonconforming shed is removed by the homeowner or is destroyed, the homeowner must conform to current rules and regulations at the time of the replacement when replacing a pre-existing shed.
4. Definitions
  - 4.1. Shed: Either attached to the primary dwelling or a Free standing Detached storage building.
  - 4.2. Not intended for storage of motor vehicles such as automobiles, trucks, motor homes, etc. which are defined as “garages”.
  - 4.3. Must be placed in the rear of the property not less than 4 feet from the property line.
5. Building Materials
  - 5.1. Sheds constructed of lightweight materials require anchorage to resist tip over in high wind situations as per manufacturer installation instructions.
  - 5.2. Sheds of a wood construction must be secured to the ground on a 6 - 8 inch bed of crushed stone on a well drained building site Or Footings of concrete not less than 6 inches deep. Harford County requirement; 4 inch concrete pad.
  - 5.3. Must be either pressure treated lumber/Wood or Resin materials for its structure and either shingles of the same variety as the primary dwelling or a composite material.
  - 5.4. Colors- Must be of a similar color of the primary dwelling.
  - 5.5. Dimensions- Sheds shall not be constructed exceeding 12 feet on its longest side or 10 feet on its shortest side. Sheds may be no more than one story high.
  - 5.6. Electricity may be installed in the shed with proper municipal permits.

## Part V.

# Bayview Estates

Homeowners Association, Inc.

## Articles of Incorporation



Effective Date- 12 August 1988



STATE DEPARTMENT OF ASSESSMENTS  
AND TAXATION

ARTICLES OF INCORPORATION

APPROVED FOR RECORD

OF

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

BAYVIEW HOMEOWNERS ASSOCIATION, INC.

1988 AUG 15

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

ARTICLE I

NAME

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

ARTICLE II

PRINCIPAL OFFICE

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

ARTICLE III

RESIDENT AGENT

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

ARTICLE IV

PURPOSES AND POWERS

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

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

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

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

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

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

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

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

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

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

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

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

#### ARTICLE V

##### ASSOCIATION NOT AUTHORIZED TO ISSUE STOCK

The Association has no authority to issue capital stock.

#### ARTICLE VI

##### MEMBERSHIP

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

#### ARTICLE VII

##### VOTING RIGHTS

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

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

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

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

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

C. On January 1, 1993.

#### ARTICLE VIII

##### BOARD OF DIRECTORS

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

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

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

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

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

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

ARTICLE IX  
DISSOLUTION

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

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

ARTICLE X

DURATION

The corporation shall exist perpetually.

ARTICLE XI

AMENDMENTS

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

ARTICLE XII

APPROVAL BY FEDERAL MORTGAGE AGENCIES

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

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

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

Wanda L. Hemler  
Witness

CECIL F. HILL  
CECIL F. HILL

STATE OF MARYLAND, COUNTY OF Hartford, SCT.

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

AS WITNESS my hand and Notarial Seal.

Wanda L. Hemler

Notary Public

My Commission Expires: 7/4/90



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

MAR 10 89

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION  
OF MARYLAND AUGUST 12, 1988 AT 9:32 O'CLOCK A. M. AS IN CONFORMITY  
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND  
CAPITALIZATION FEE PAID:

\$ 20.00

RECORDING  
FEE PAID:

\$ 20.00

SPECIAL  
FEE PAID:

\$

02621332

TO THE CLERK OF THE COURT OF

HARFORD COUNTY

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

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

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REC'D & RECORDED  
NO. 59 FOLIO 57

RECORDED IN THE RECORDS OF THE

STATE DEPARTMENT OF ASSESSMENTS

AND TAXATION OF MARYLAND IN LIBER, FOLIO

1988 DEC 15 PM 9:28

HARFORD CO.  
CHARLES G. HOS. III  
CLERK



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