

Marine Oaks II

Homeowners Association Inc.
RULES and REGULATIONS

Baltimore County, Maryland 21221

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Rental additions

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Delinquent Collections

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Miscellaneous Dumping

Addition: May 2017

Rules and Regulations

Index

	<u>Page</u>
<i>Section 1</i>	
<i>Authority and Purpose</i>	<i>3</i>
<i>Section 2</i>	
<i>2.1 Vehicles</i>	<i>4</i>
<i>a) Primary Parking Spaces</i>	<i>4</i>
<i>b) Overflow Parking</i>	<i>4</i>
<i>c) Oversize Vehicle Parking</i>	<i>4</i>
<i>d) Unlicensed Vehicles</i>	<i>4</i>
<i>e) Stored Vehicles</i>	<i>4</i>
<i>f) Recreational Vehicles</i>	<i>4</i>
<i>g) Vehicle Repairs/Spills</i>	<i>4</i>
<i>2.2 Exterior Appearance</i>	<i>5</i>
<i>a) Maintenance</i>	<i>5</i>
<i>b) Satellite Dishes</i>	<i>6</i>
<i>c) Air Conditioning Units</i>	<i>6</i>
<i>b) Lawns and Gardens</i>	<i>6</i>
<i>e) Trash and Storage</i>	<i>6</i>
<i>f) Awnings</i>	<i>7</i>
<i>2.3 Offensive Activity</i>	<i>7</i>
<i>2.4 Pet ownership</i>	<i>8</i>
<i>2.5 Miscellaneous items</i>	<i>8</i>
<i>2.6 Dumping</i>	<i>8</i>
<i>Section 3</i>	
<i>Rental Property</i>	<i>9</i>
<i>3.1 Responsibilities</i>	<i>9</i>
<i>3:2 Limited contract amendment</i>	<i>9</i>
<i>3:3 County Inspection requirement</i>	<i>9</i>
<i>Section 4</i>	
<i>Invalidity and Severability</i>	<i>10</i>
<i>Section 5</i>	
<i>Document Supremacy</i>	<i>10</i>
<i>Section 6</i>	
<i>Enforcement of Covenants</i>	<i>10</i>
<i>6.1 Redress for Violations</i>	<i>11</i>
<i>6.2 Unpaid Association Fees /Revision June 28, 2016</i>	<i>11</i>
<i>6.3 Amendatory Process</i>	<i>12</i>
<i>Section 7</i>	<i>12</i>
<i>Email Correspondence</i>	<i>12</i>
<i>Section 8</i>	
<i>Effectiveness</i>	<i>12</i>

Marine Oaks II

Rules and Regulations

Section 1

Authority and Purpose

In accordance with the declarations of Marine Oaks II, (Section 4b(vi)(A)), The Articles of Incorporation and the provisions of Title 2 Section 2-103 of the Corporation and Association Article of the Annotated Code of Maryland, in order to provide for the preservation of the values and amenities of each lot and of the community as a whole, Marine Oaks II, hereinafter referred to as the “Association”, does hereby establish the following Rules and Regulations, hereinafter referred to as the “Regulations”.

For the purpose of this document, the following terms and words will have the meanings indicated. The “Association” means the Marine Oaks II, its agents, officers, or authorized representatives. The term “Board” refers to the Board of Directors of Marine Oaks II. The general term covenants will refer to all of the legal documents of Marine Oaks II, specifically including: The Declaration, the by-laws, the Articles of Incorporation, and these Rules and Regulations. The abbreviation A.R.C. refers to the Architectural Review Committee. The term’s “lot”, “lots”, and “commons” will have the same definitions ascribed to them in the Declarations.

In order to avoid unnecessary confusion, to facilitate the intended purpose of the Regulations and to minimize the need for legal counsel and resultant costs, the Regulations will be written in a language and form that all lot owners can easily understand and the existing by-laws will follow that support them.

Section 2

Rules and Regulations

2.1 Vehicles

- a) A “primary parking space” is assigned per homeowner designated by the corresponding house number. Any “unmarked parking space” is available for use by anyone provided that a current Marine Oaks II parking permit is displayed. Vehicles parked in unnumbered space without a parking pass will be towed. Vehicles must fit entirely within the white lines of designated spot. Parking is prohibited on the traveled portion, fire lanes, where signs are posted and at the red painted curbs.
- b) “Overflow parking spaces” are located on Marine Oaks Drive along the common area on Marine Oaks Drive.
- c) Oversize vehicles and commercial are not permitted to park in either primary or overflow spaces or on any traveled portion of the driveway. The only exception is while loading or unloading within the development. A commercial vehicle is any vehicles that displays advertisement, and or used for storage of commercial supplies.
- d) Unlicensed, non-operational, those with expired tags, and/or junk vehicles will not be permitted on the property of the Association and will be towed at the vehicle owner’s expense. No vehicle may be parked on the association property exclusively for the purpose of selling the vehicle
- e) Stored vehicles are not permitted on any Lot or on any street or parking area within the Commons. A stored vehicle is any vehicle that has not been moved within thirty days, properly licensed or not. Prohibited vehicles include house trailers, trailers, tractor trailers or other trucks, boats, boat trailers, campers, recreational bus and automobiles.
- f) Recreational vehicles are permitted to use only overflow space and will not be permitted if they cannot fit within the painted lines.
- g) Major repairs are not permitted on the parking lot. A major repair is considered to be any repair taking more than 24 hours to complete.
- Homeowners will be responsible for any pavement damage or clean up resulting in oil spills or other fluid leaks. Clean up of the areas must be completed immediately and repairs to the parking or pavement area must be completed within 24 hours.

Homeowners are authorized to contact F.M.R. Towing Inc. (410-238-2215) if a vehicle is parked in your numbered spot without your permission. Homeowners may also call if a vehicle is parked in a unnumbered spot without a parking pass.

Section 2.2

Exterior Appearance

“No building, fence, wall or other structure shall be commenced, erected or maintained within the community, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of 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, either by the Board of Directors of the Association or by an Architectural Committee composed of three (3) or more representatives appointed by the board of Directors of the Association.” All Baltimore County zoning ordinances, licensing regulations and building codes shall be followed and enforced. Homeowners shall be responsible for obtaining all necessary building permits

a) Maintenance

Exterior maintenance is each homeowner’s responsibility and they are required to maintain its appearance as a unit and part of the Marine Oaks II Community.

In the event there is obvious need for maintenance and/or repair, or if a violation of the covenants of the Association is caused through the willful or negligent act of the homeowners, guests, invitee, or tenants of the property the owner will have 30 days to make repairs, If such maintenance and/or repairs are not corrected in (30) days thirty days after notice to maintain and/or repair corrections, the Board may cause such maintenance or repair to be performed. The cost of such maintenance and/or repair will be either added to the assessment of the property or a lien will be placed against the property. The Board of Directors, through its agents or officers, shall have the right to enter upon such property to perform maintenance or repair or correction without incurring any liability therefore

1. Broken windows must be repaired within (30 days)
2. Missing or damaged shutters must be replaced within (30 days)
3. Blinds, drapery or anything that can be viewed from the street must be kept in good repair

No lumber, metals, bulk materials, refuse or trash shall be kept, stored or allowed to accumulate on any Lot: provided, that

(a) building materials being utilized in the construction, reconstruction or repair of any structure in accordance with the provisions of Section 8 may be stored thereon while such activities are being carried on and

(b) if trash or other refuse from such Lot is disposed of by being collected and carried away on a regular basis, containers containing the same may be placed in the open on any day on which a collection is to be made, at a place or adjacent to such Lot which affords access thereto to the person making such collection (but further provided, that (i) such containers shall be stored at all other times so that they are not visible from anywhere in the Community.

Exterior Appearance (continued)

b) *Satellite Dishes Placement*

At the time, of the original writing and adoption of the Declaration of Covenants Satellite Dishes were not in existence, however, (television or radio antenna, or other structure of any kind) as included in the following passage of the Declaration is sufficient to cover such a structure in that placed on the front of the house changes the exterior appearance. Satellite Dishes must be placed on the roof away from the street. Satellite dishes may not be placed on decks.

c) *Air Conditioning Units*

All homes were equipped with central air conditioners and air conditioning window units are not permitted to be placed in any front window as it changes the exterior appearance in violation of our covenants.

d) *Lawns and Gardens*

Homeowners who willfully allow the exterior landscaping of their property to be over grown and unsightly can expect that the Association will send a notice of this violation and give the homeowner 15 days from the date of the notice to remedy the situation. If the homeowner ignores the notice, the Association will exercise their authority and enter the property to correct the violation. An outside landscaping company will be contracted to complete the clean-up and the homeowner will be billed by the Association.

If the homeowner fails to reimburse the Association for this expense within (30 days) they will incur an additional fine for every 30 days that it remains unpaid and may exercise the right to place a lien. Lawns and gardens must be kept neat and clean. The fact that the Association, cuts and or trims private property at any time should not be construed as relieving the homeowner or tenant of the responsibility to maintain the property. Any fenced area must be maintained by the homeowner. Grass must be cut and debris cannot be allowed to accumulate. Fenced area must not be used to store or accumulate items that detract from the property or the neighborhood

e) *Trash and Storage*

All trash cans must have house numbers on them and trash is only allowed to be put out after 6 PM Tuesday, the night before the scheduled pickup. Trash cans must be removed by 7 PM Wednesday, the evening

after the pickup. If, the resident's work schedule does not allow the trash can to be removed by 7PM Wednesday evening; use heavy black plastic bags, that of course will be disposed of entirely. No white kitchen bags can be placed out by themselves. They must be placed in the black trash bags. Unless it is for the scheduled pick up, trash cans are to be kept out of sight and are not permitted to remain on association property. If trash cans are left out on association property the homeowner will be given a written warning and if the violation continues the resident will be fined, (\$20) per day it is not removed. Each homeowner must keep their front and back yards clean of debris.

Page 6

Exterior Appearance (continued)

f) Awnings

Homeowners adding awnings must first submit the plans to the Architectural Committee for approval before installation.

- 1) Awnings may only be install on the back of the house
- 2) Awning color must match the color of the siding that it will be attached to and must be solid (patterns are not allowed, if cloth)
- 3) Awning must not extend on neighboring property
- 4) Awning must not shed water onto neighboring property
- 5) Awning must be maintained (that is)
 - a) If cloth, torn or unraveling fabric must be replaced
 - b) If structure pulls away from the house it must be repaired
 - c) If any metal components/ supports are broken/ bent, they must be replaced
- 6) Architectural Committee reserves the right to require repairs to the awning
In the event of any not mentioned neglect/damage occurs that adversely affects neighboring property or results in an unsightly appearance reflecting on the community. The homeowner will have 15 days to make repairs after they have been notified by mail. If request for repairs is ignored the Architectural Committee reserves the right to enter the property and remove the awning. Upon approval of awning installation, the homeowner will be required to sign a declaration that they understand their responsibilities and will honor the maintenance requirements.

Section 2.3

Offensive Activity

Excessive noise, screaming, offensive language, barking dogs, trespass and any other action that is inconsiderate and irresponsible and that interferes with a resident's right to quiet and peaceful enjoyment of their home is in violation.

Off road non- licensed motor vehicles that are not permitted on Baltimore County/City roads are not

permitted to be ridden on Association property.

No noxious or offensive activity shall be carried on upon any Lot, no odor shall be permitted to emanate there from homeowners property, and no condition shall be maintained thereon, so as to render any Lot or portion thereof unsanitary, unsightly, unreasonably offensive or detrimental, or a nuisance, to any of the Community, any occupant thereof or any property. No trash, debris, or other offensive material shall be allowed to be deposited in any waterway, public or private, which adjoins the Community.

Section 2.4

Pet Ownership

1. The only pets permitted in this community are domestic animals, such as; dogs, cats, birds. No exotic animals are allowed.
2. All State and local laws must be obeyed regarding pets. Compliance with Baltimore County Code Title 6 is mandatory and will be enforced. Complaints will be filed with Baltimore County Department of Health and Animal Control. Per the laws of Baltimore County, fines will be placed against pet owners that are in violation of Title 6.
3. Dogs are not permitted to be tied up in the front of the property.
4. Dogs or cats are not permitted to be tied up in the back/ front or on decks for periods longer than one hour.
5. Pets that cause a nuisance by constantly barking, wining or displaying aggressive behavior will be sited and reported to the Baltimore County Department of Health and Animal Control.
6. Owners must clean up after their pet or expect to be reported to Baltimore County Department of Health and Animal Control.

Miscellaneous

Section 2.5 Snow Removal

County Code and the Association require homeowners to clear their sidewalk within 24 hours after the snow fall has ended. Be courteous and do not block another homeowner's vehicle in their parking space.

Section 2.6 Dumping

Homeowners/ Residents may not dump anything on the association property or other residence property.

This includes furniture, Christmas trees, branches, garden debris, etc. Anyone violating this rule will be fined \$100.00 by management or they may pay our present landscaping company, to clean up after them.

Section 3:1

Rental Property

Rental Property Provisions

Revision Adopted January 2008 at General Meeting

1. The rental contract between the homeowner and the renter must have a clause subjugating the tenant to the covenants of Marine Oaks II
2. The landlord (homeowner) is always responsible for the property, its condition, and the actions of their tenants. In the event of a violation, the homeowner will receive notice by the Board of the violation and be responsible to resolve the issue. If the issue is not resolved the landlord will be responsible for any fines incurred due to their tenant's noncompliance to the covenants.
3. The homeowner is responsible for providing their tenants with a copy of these Rules and Regulations.
4. Units rented are only to be leased as a single family dwelling.
5. No unit may be used as a hotel or other type of transient living facility.
6. No tenant is authorized to run a business from the property, this includes day care.

Section 3:2

Rental Contract Amendment

Inclusion Adopted at General Meeting January 2008

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1. The initial rental contract between the homeowner and the renter can only endure for a six month period; thereafter, if the tenants prove to be responsible members of the community, the Association will permit

the homeowner to extend the lease. This provision provides protection for the homeowner and the community from irresponsible tenants. Homeowners renting must contact management and submit a copy of the lease with this clause included prior to renters moving in to the resident. The addition to The Rules and Regulations will become effective April 1, 2008

Section 3:3

Rental Property Inspection by County

County requirement added at General Meeting November 10, 2014

1. Homeowners intending or presently renting their property in Baltimore County must apply for a Rental Housing License. Baltimore County Code, 2003, Article 35, Title 6. Upon applying the home will be inspected to insure there no hazards. The cost for the inspection is \$100.00; the county cost is \$50.00 and is good for 3 years. After the 3 years you are required to have it inspected again. The county inspection certificate and the 6 month probationary lease must be sent to management prior to renters occupying the property.

Page 9

Section 4

Invalidity and Severability

If any provision of the Standards or any application thereof to any person or circumstances is held invalid, that invalidity shall not affect other provisions or applications of these Regulations which can be given effect without the invalid provision or application; and to this end, the provisions of these Regulations are declared severable.

Section 5

Document Supremacy

In the event of a conflict between the provisions of the following documents, they will be honored in the following order of precedence by the Association.

1. State and Local Law
2. The Declarations of Covenants
3. The Articles of Incorporation
4. The Bi-Laws
5. Rules and Regulations

Section 6

Enforcement of Covenants

1. The Board of Directors has the right to institute and prosecute any proceedings at law or in equity, in obtaining enforcement or compliance with these regulations to recover damages. Any homeowner who violates these regulations shall be liable for all attorney fees and court costs incurred by the Marine Oaks II Association. The Board has the right to suspend the voting rights and the rights to use common areas or recreational facility, for as long as the infraction persists.
2. Failure of the Association or its representatives to enforce any covenant or restriction contained in its covenants shall in no event be deemed a waiver of the right to do so thereafter.
3. Effect- The inclusion or omission of a statement or a policy in these Standards shall not be deemed to bind the A.R.C. or the Board to approve or disapprove any plan submitted to them. Such inclusion or omission shall not constitute a waiver of the Board's or the A.R.C.'s discretionary powers in any of the matters under the authority.

Section 6:1

Redress for Violations

Homeowners found in violation of these Standards including the actions of their tenants will be sent a first notice stating the violation and will be given (60 days) to make the necessary corrections. If the violation is not corrected within this time period a fine will be imposed. The Association may then exercise its right, provided by Section 9.6 of the Declaration of Covenants, Easements, Charges and Liens, of Entry and Removal to enter on the premises to correct the violation.

The homeowner will be responsible for the entire cost of the correction. If the homeowner refuses to pay fines/correction cost, the Association will, as the law allows, place a lien against the property. The Board reserves the right to contact The Baltimore County Code Enforcement Agency. This county agency will investigate violations, notify individuals that they are in violations and fine perpetrator \$200 a day if the problem is not resolved.

Section 6:2 (REVISED July, 2016)

Unpaid Association Fees

Homeowner who neglects to pay their Association fees will be charged 20% per annum. Legal action will be pursued to recover any and all Association fees/fines/court cost and legal fees by any owner who is 4 months in arrears. Unpaid fees may result in a full year acceleration, in addition to the cost of filing any other additional cost that may occur in order to collect the debt.

Section: 6: 2 (see revision)

Delinquent Association Fees

New Collection Procedure

1. As of July 1, 2016, homeowner's delinquent in payment of assessments will be sent a late notice the 30th of each month. A second notice will be sent on the 60th day requesting immediate payment. A FINAL notice will be sent on the 90th day advising homeowner if payment is not made within 15 days, the matter will be turned over to the attorney and the owner will automatically be responsible for the cost of collection and attorney fees of \$300.00.
2. The attorney will send immediately, by certified mail, restricted delivery, a demand letter and Notice of Intention to create Lien, to all homeowners who are delinquent. The letter will demand payment of all past-due assessments, late charges, cost of collection (which include cost incurred by our office for photocopying, postage, messenger service, court costs, etc...) and a collection fee of \$300.00. The letter will also advise the owner that the owner is responsible for all attorney fees for the time expended by the attorney in collection of the account.

The Notice of Intention to Create Lien will advise the owner of the intent to record a lien against the property, and of the right to contest the amount claimed and file a complaint in the Circuit Court for Baltimore County ("Circuit Court"). 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.

The Notice of Intention to Create Lien 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 filed in the Land Records in which the property is located. Notice of Intention to foreclose will also be sent to the holders of all mortgages upon the property. Additional attorney fees and expenses of \$450.00 will be added to the delinquent account upon filing of the Statement of Lien. The Statement of Association Lien will claim all assessments, late fees, interest and other charges permitted by law, together with reasonable attorneys' fees.

Page 11

Section 6:3

Amendatory Process

Any Rule and Regulation that has determined to be outdated or unfair can be amended or voided by a majority of homeowners present at the general meeting. Notice of interested to consider this change must be communicated to the Board (5 days) prior to the date of the general meeting.

Section: 7 (Addition)

Correspondence via email

July 1, 2016, Marine Oaks II Homeowners Association will be represented by PropertyWize LLC located 10 Gerard Ave, suite 203-Lutherville-Timonium, MD 21093

In order to reduce cost of mailing and keep our fees under control we will be receiving information via our email address from PropertyWize management. Anyone who choose not to offer their email address or does not

have one may ask a neighbor or bear a small additional cost for personal handling and postage. Contact PropertyWize to make arrangements.

Section: 8

Effectiveness

These Rules and Regulations become effective and enforceable on April 1, 2005. This document will continue to be enforced until a more current set of Rule and Regulations will be adopted. Any adoptions, revisions, amendments, and additions will be effective on the date indicated.

CERTIFICATION

I, _____, the undersigned, hereby certify

(1) that I am the duly elected and acting Secretary of THE MARINE OAKS PHASE II HOMEOWNERS' ASSOCIATION, INC. a corporation organized and existing under the law of Maryland; and

(2) that the foregoing By-Laws are the original By-Laws of such corporation, as duly adopted at the meeting of its Board of Directors held April 2005,
Revised 1/2008, Amended May 2011 and 11/2014

IN WITNESS WHEREOF, I have executed the Certification, this _____
day of _____, 20

Marge Streckfus, Secretary

Homeowners can receive hardcopy mailings at their cost. Contact management