

**MARINE OAKS VILLAGE COMPANY, INC.**

**AMENDED AND RESTATED**

**STANDARDS**

**OF**

**CONFORMITY**

Effective: 4/10/2019

*Standards of Conformity*

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## **Marine Oaks Village Company, Inc.**

### ***Amended and Restated Standards of Conformity***

#### ***Section 1. Authority and Purpose***

In accordance with the declarations of Marine Oaks Village Company (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 or the values and amenities of each lot and of the community as a whole, the Marine Oaks Village Company, hereinafter referred to as the “Association”, does hereby establish the following Amended and Restated Standards of Conformity, hereinafter referred to as the “Standards”.

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

In order to avoid unnecessary confusion, to facilitate the intended purpose of the Standards and to minimize the need for legal counsel and the resultant costs, the Standards will be written in a language and form that all lot owners can easily understand.

#### ***Section 2. Architectural Control***

As provided in Section 12 of the Declaration, “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.

#### ***Section 3. The Standards of Conformity***

##### ***3.01 Parking***

1. The Association is not responsible for providing storage or parking space for boats, recreational and commercial vehicles.

2. A “primary parking space” will be any space not designated as an overflow space. All of Helmsman and Mooring Courts are considered primary parking areas, and also, on Marine Oaks Drive all of the spaces on the side of the street closest to the homes at 37, 39, and 41 Marine Oaks Drive. Overflow parking spaces are on Marine Oaks Drive parallel to the curb along the common area and between Helmsman and Mooring Courts.
3. A maximum of (2) vehicles per home will be permitted in primary parking. Third (or more) vehicles must be placed in the overflow parking area.
4. Two (2) numbered yellow parking permits will be issued to each house. Only vehicles with a yellow permit hanging from the rear view mirror or visible on the dashboard will be allowed to parking in primary spaces. Any vehicle parked in primary parking not displaying the yellow parking permit will be considered in violation of these Standards and appropriate action will be taken.
5. Oversized vehicles are not permitted on the parking lot/commons at any time. The only exception is while loading or unloading within the development, but never overnight. “Oversized”, by way of example rather than limitation includes any vehicle that does not fit properly within a standard parking space. Violators are subject to item 14 of this section.
6. Trailered boats, pull along trailers, campers, including by way of example rather than limitation, recreational vehicles, will be permitted on the parking lot/commons from sun up to sun down only. No overnight parking is permitted at any time. Violators are subject to item 14 of this section.
7. Unlicensed, expired tagged, untagged, and/or junk vehicles will not be permitted on the property of the Association with or without permit will be towed at the vehicle owner’s expense.
8. Stored vehicles are not permitted in any primary or overflow parking space. A stored vehicle, by way of example rather than limitation and for the purpose of this section, is any vehicle not used for thirty days, properly licensed or not. Used, for the purpose of this section, means driven off the parking lot, and not merely moved from space to space within the parking lot/commons.
9. No major repairs are permitted on the parking lot/commons at any time. A major repair, by way of example, rather than limitation, is any repair taking longer than sun up to sun down. Minor vehicle maintenance and/or repairs are authorized, (examples would include tire changes, minor tune-up.). No oil changes, fluid flushing or any activity that could damage the parking lot/commons or could potentially enter the storm water drains are permitted at any time. Any possible contamination that could enter the storm water drains is subject to the Hazardous Materials Handling provisions of Federal, State, and local laws, and are subject to very serious fines and potential prosecution. If there is any doubt about a potential hazard, do not do it! Homeowners performing minor maintenance or

repairs to automobiles are responsible for any pavement damage and/or any cleanup. Cleanup of the area must be accomplished immediately and repairs to the parking lot and/or pavement must be completed within 24 hours.

10. Vehicles can only be parked in marked parking spaces, and must be within the lines indicating the space. Parking is prohibited on the traveled portion of the parking lot, fire lanes and where signs are posted forbidding parking. Violators will be towed without notice.
11. No vehicle including, but not limited to, cars, boats, trailers, and motorcycles, may be parked on the parking lot exclusively for the purpose of selling the vehicle. No for sale signs are permitted.
12. Any vehicle parked in front of or blocking the Baltimore County access road at the end of Mooring Court will be towed by a County representative at the vehicle owner's expense.
13. In accordance with the authority provided in the Bylaws, after notice, homeowners with delinquent dues accounts will lose their privilege to park in the community. Their parking permits will no longer be valid and their vehicle(s) will be towed, at the discretion of the Board of Directors, if located on any Marine Oaks Village property.
14. The Board of Directors can authorize the towing of any vehicle in violation of these Standards, without warning, at the sole expense and responsibility of the vehicle owner with no responsibility or liability to the Association.

***Section 3.02 Rental Units***

In order to insure the safety, continuity, and compliance within the community, the Association will maintain the following information/documentation on all of the rental units in Marine Oaks Village. The Association therefore will require that the owner/renter abide by the following:

1. There must be a provision within the lease, making the tenant/renter aware of the rules/regulations and policies (the Standards) of the Association. If not included in the lease copy, then a letter signed by the owner and then tenant/renter verifying that the tenant/renter has been made aware of the rules and policies (parking, pets, etc.) of the Association. One of these two items must be provided to the Association (Board of Directors).
2. The landlord (homeowner) is always responsible for the property, its condition, its assessments and for the compliance of the tenants living within the property.
4. The terms of all leases shall comply with the requirements of county and state zoning ordinances and laws.
5. No unit may be used as a hotel or other type of transient living facility.

6. In accordance with the authority in the Declaration, no lot may be used for a non-residential purpose.
7. Homeowners who rent their home must register with Baltimore County Department of Permits, Approvals and Inspections in accordance with Baltimore County law. A copy (supplied by the owner) of the Rental Housing Registration certification that was supplied to Baltimore County must be provided to the Association (Board of Directors).
8. If the tenant/renter has a pet, a copy (supplied by the owner) of the pet registration must be supplied to the Association (Board of Directors).
9. All of the forgoing documents (lease including proof of Standards inclusion, Rental Housing Registration, Pet registration) must be supplied to the Association before the tenant/renter moves into the unit. Since Baltimore County Code states that the Rental Housing Registration be in place 14 days before the renter moves into the unit, supplying a copy to the Association prior to moving in is appropriate.

***Section 3.03. Pets***

1. The maintenance, keeping, breeding, boarding and/or raising of animals, livestock, or poultry of any kind, regardless of number, is prohibited within any Lot or upon any the Commons, except that this shall not prohibit the keeping of a limited number of orderly, common house pets (as determined by the Board in its sole discretion) within a Lot, provided that they are not kept or maintained for commercial purposes or for breeding.
2. All State and local laws must be obeyed regarding pets. All pets shall be registered, licensed and inoculated as required by applicable law.
3. Dogs are not permitted to be tied up in the front of the property. Dogs and other pets are not permitted to be tied up at back and left unattended, or left on decks unattended for long periods of time. ("Long period" meaning more than 1 hour). All pets shall be accompanied by an adult and are to be leashed at all times.
4. The Owner or Occupant accompanying any pet is responsible for the immediate removal and disposal of any waste deposited by the pet upon any portion of the Commons.
5. The Association shall not be liable for any loss, damage, or injury caused by animal within or in the vicinity of the Association. Any Owner or Occupant who keeps or maintains any pet upon any portion of a Lot or upon the Commons shall indemnify and hold the Association and each Lot Owner free and harmless from any loss, damage, injury, claim or liability of any kind or character whatsoever arising by reason of keeping or maintaining such pet within the Association.
6. Dogs and other pets that are being a nuisance (i.e. barking, whining, aggressive behavior) may not be left alone outside at any time. Pets that are determined by the Board in its sole

discretion to endanger the health and safety of any other persons, make objectionable noise, or constitute a nuisance or inconvenience to any other Lot Owner, shall be promptly removed from the Association, after an opportunity for a hearing, upon request by the Board of Directors.

### ***Section 3.04 Maintenance Standards***

In order for each home and the community as a whole to maintain and improve the property value, each unit must be maintained to a high standard. Therefore, in accordance with Section 12 of the Declaration, the following specific standards must be adhered to,

NOTE: It is the view of the Board of Directors that deterioration of a property is considered an “alteration” of same, pursuant to the requirements of the Declaration, and, as such, is subject to the regulations which apply thereto. All alterations and modifications must be submitted in writing to the ARC. The ARC must provide a written response within 30 working days of the receipt of the request form. Upon receipt of written approval from the ARC, the homeowner can begin construction; not before.

1. Each homeowner will, at their expense, do all that is necessary from time to time to maintain the good appearance of their property.

2. Trim Boards - Must be painted when there is evidence of paint peeling, cracking, fading, chalking or blistering. Trim boards that are rotted or badly warped (more than one inch out of place) must be replaced or repaired before painting.

a) The authorized paint colors for the trim boards are: the Olympic coffee for gray or lighter sided houses and Olympic Cocoa for the dark sided houses.

b) An option to homeowners is to wrap trim boards with aluminum coil stock of appropriate color. Approved color for lighter sided homes is brown. For dark sided homes the approved color for trim boards is tan.

Note: When painting or wrapping your trim with aluminum, the window frames must be the same or as close as possible to the trim color. White is not permitted.

3. Siding Panels - Panels that show evidence of warping, bending, and separation at the seams from the panels or from the trim shall be repaired within 15days.

a) Suggested paint colors for homeowners that choose to paint the exterior of their property are:

Sherwin Williams:	SW2205 A-100 Satin	Town Hall Tan
Sherwin Williams:	SW2131 A-100	Satin Steeple Gray
Behr Exterior:	Solid Color Stain Plus 10	#359 Oxford Brown

NOTE: If these colors are not used, a similar color and quality must be used. Notification to the ARC is required to approve paint color. Tans, grays and wood tones are suggested.

b) Vertical vinyl siding is approved. The following manufactures and colors are authorized. Samples are available for homeowner's review through the ARC.

1. Alcoa Co. Style: Lake Forest Premier. Colors: River Wheat, Aspen Grey, Glacier Blue & Timber Stone
  2. Revere, Inc., Style: Bennington, Colors: Aspen, Chestnut, Birch and Maple
  3. Reynolds: Colors, Wicker
4. Overhangs – The overhang above the front door has to match either the vinyl siding or the trim color of the home.
5. Roof – Repairs and replacement of materials must be brown in color and match the existing color as close as possible. White, green or any light color is not approved.
6. Windows – When windows are cracked, broken or have broken seals they must be replaced with glass panels. If a different material is used for temporary emergency repair, it must be properly replaced within 14 days.
- a. Bay style windows are authorized for the front kitchen window and for the windows in the back of the home. Other window styles can be submitted to the ARC or the Board for approval.
  - b. End of group houses are authorized to have windows installed on the side of the homes. These windows can be: standard, oversized or bay style.
7. Chimneys – Are to be painted as needed black or the same color as the trim on the house.
8. Storm doors – All storm doors and security doors must be bronze in color; most full view, half view and security doors are approved. Other styles will be considered by submitting specifications to the ARC for approval.
9. Front Door – Front doors are to be painted to match or compliment the siding color of the home. Front doors must be metal, wooden doors are not authorized. Window styled doors are authorized to be installed. Other door styles will be considered by submitting specifications to the ARC or the Board for approval.
10. Rear Patios – May be expanded only in conformity with the following guidelines:
- a) The expansion must be at ground level.



- b) The total area of the patio cannot be larger than 200 sq. ft.
- c) The patio will not extend more than 10 feet from the base of the house or past the privacy fence.
- d) The patio can be poured concrete, no color is authorized to be added.
- e) The patio can be enlarged using patio/landscaping blocks or stones.
- f) Patios are authorized to be enclosed with a two season style enclosure. The enclosure cannot extend past the privacy fence. The enclosure is to be made of wood and/or match the current color of the home.
- g) The following house addresses are authorized to enclosure their patio area with a “gazebo” style two season enclosure. The structure must be made of wood and the roof must match the current roof on the home, Addresses: 1, 3, 5, 7, 9, 11, 13, 15, 18, 20, 22 and 24 Helmsman Court and 37, 39 and 40 Marine Oaks Drive. The addresses listed are homes that do not have basement walkouts. The structure cannot exceed past the 10 foot fence. Pre authorization must be obtained by the ARC prior to construction.

11. Privacy Fences - The maintenance and repair of the privacy fence is detailed in the Declarations on pages 5 & 6, the provisions of which basically state:

- a) Should any fence be damaged or destroyed either deliberately or by negligence of one owner (not both) that owner shall be solely responsible for the repair anti/or replacement of the fence.
- b) Should the fence be destroyed or damaged by any other cause, such as natural decay or an act of God, both owners will jointly be responsible for the repair or replacement of the fence.
- c) Each homeowner is responsible for the preventive maintenance on their side of the fence. Application of a clear wood preservative is recommended. The fence cannot be painted.
- d) The fence must be 6 foot in height and no longer than 10 feet. It can be either board on board or alternating board style.

12. Window boxes - Are permitted subject to the following guidelines:

- a) Size: Window boxes will be limited to the width of the window to which they are attached and will not be more than 8 inches in depth and height.
- b) Color: Window boxes are to match the color of the trim or as close as possible to the house or be constructed of a natural wood color.

13. Exterior vents: Other than those installed by the builder, any additional vent must be approved by the ARC in writing prior to installation, (i.e., pellet stove vents).

14. Gutters and Downspouts: Must be the same color of the trim on the house. If either of these become disconnected or damaged they are to be repaired or replaced at the owner's expense within 14 days.

15. Exterior Lighting – The exterior light for the front of the home is to be decorative in style, they can be bronze, or black in color. Homes are authorized to install exterior lights on their patios and/or decks. It is recommended that motion detector lights be installed both in the front and rear of the home. Other type of lighting will be considered by submitting specifications to the ARC or the Board for approval. End of group houses are authorized and encouraged to install motion detector lights on the side of the home.

16. Mail Boxes – Mailboxes must be attached to the home, any wall-mounted style is approved. A mail slot on the front door is authorized. Freestanding mailboxes are not permitted.

17. Sheds – can be made of prefabricated wood material. No aluminum or metal sheds are authorized.

- a. The color of the shed should match the color of the siding on the house or be of an earth tone color.
- b. You may put vinyl siding on the shed if the home is vinyl sided. The shed must be placed in the back of the house on the patio.
- c. The maximum authorized size of a shed is 5 foot X 10 foot.
- d. Rubbermaid and other earth tone color non-permanent sheds are authorized. Again they must be placed on the patio area only.

18. Decks – Must be made to Baltimore County Code. Building permits must be obtained prior to construction or enlargement. Decks cannot extend past the 10 foot privacy fence and must be approved with the submission of an ARC form. Color must be approved. Deck sizes authorized:

Homes 18 foot wide: Maximum deck size authorized is 10-foot x 16 foot.

Homes 10 foot wide: (brick front) Maximum deck size authorized is 10 foot by 18 foot.

2nd Level Decks: (off rear bedroom): Are authorized. The second deck is to be the same width of the first deck and half the length. Example: The first deck on the home is 8 x 12. The second deck is to be constructed no larger than 4 x 12.

19. Retractable Awnings. Are authorized to be installed on the back of the home only over the patio or deck sliding glass door. Only earth tone colors are authorized to be used, i.e. forest green, tan, browns etc. Awnings over windows are not authorized.

20. Miscellaneous Items:

a) *Firewood* – Must be stored in the rear of the house on the patio in a neat, safe stack that is in compliance with county ordinances. It is recommended the wood be covered with an appropriate covering to protect the pile.

b) *Trash* – Is to be put out the night before or the morning of trash collection. Trash is to be placed at the curb in a tightly sealed bag or garbage can. At all other times trash and trash containers are to be kept out of view of the front of the house. Trash bags and garbage containers will not be stored in the front of the house. No burning of trash and no unreasonable or unsightly accumulation of trash is permitted in the front or back of the house. New or used building material must be removed immediately.

c) *Snow Removal* – The sidewalk up to the house is the responsibility of the homeowner or resident. Shoveling of the snow should be accomplished within 24 hours of a snowfall. Homeowners should provide for snow removal in their absence as for other maintenance that is their responsibility. Marking/blocking of parking spaces after shoveling out a vehicle is not permitted. The parking lot is common ground. No homeowner holds ownership of any parking space regardless of the time of year.

d) *Permanent Structures* – No trailer, tent, shack, barn, playhouse, other outbuilding or any structure will be erected or maintained on any lot.

e) *Lawns and Gardens* – Must be kept neat and clean. The fact 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 such work by the Association is provided as a service which may be discontinued at any time as budgetary considerations dictate. All front and rear gardens are the responsibility of the property owner or tenant.

f) *Concrete* – Homeowners are responsible for cement walks leading up to their front doors. Cement work must be kept in a good state of repair. Minor hairline cracks on slab- type concrete are permissible. Where there is evidence of large cracks or chunks of cement falling away, repairs should begin as soon as weather permits to restore the area to its original appearance.

g) *Satellite Dishes* – Except as specifically permitted by applicable government regulations, dishes must be smaller than 24 inches in diameter, attached to the home on the back of house, and not be visible from the front of the home. Except as specifically permitted by applicable government regulations, dishes are not authorized to be attached to decks, fences, and patios or on lawns. No satellite dishes are permitted on the Commons. To

the extent a homeowner cannot achieve an acceptable signal within these parameters, a homeowner may seek approval from the ARC to place the satellite dish in an alternate location.

h) *Air conditioning units* – Must be in the back of the home and cannot extend past the privacy fence. Window units are not authorized in the front of the home.

21. Right of Entry and Removal:

In the event there is an 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 homeowner, guests, invitees, 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 thirty days after notice to maintain and/or repair corrections, the Board may cause such maintenance or repair to be performed. The costs 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 lot to perform maintenance or repair or correction without incurring any liability therefore.

22. Use of Common Areas:

Common areas are: all parking lots and property beyond lots.

- a) No commercial activity shall take place on the commons other than those activities sponsored by the Association.
- b) There will be no obstruction of the commons.
- c) No reality or political signs will be placed on the commons.
- d) No motorcycles, motorbikes, trikes, motorized scooters or any vehicle motorized are allowed on the commons outside of the designated parking area. No such vehicles will be allowed on the grass/sidewalk whether that be homeowner's lot or common area.
- e) Homeowners are not authorized to plant trees or bushes on the common areas, without Board approval, that extend past their property line. Any unauthorized tree or bush planted will be removed by the Association without notification.

***Section 4. Enforcement of Covenants***

1. The Board of Directors have 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 Village Company. 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 ARC 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 ARC's discretionary powers in any of the matters under their authority.

### ***Section 5. 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 Standards which can be given effect without the invalid provision or application; and to this end, the provisions of these Standards are declared severable.

### ***Section 6. 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. Articles of Incorporation
3. The Declarations
4. The by-laws of the Association.
5. The Standards of Conformity

### ***Section 7. Amendatory Process***

In order to keep these Standards of Conformity current, an Amendment may be proposed by any individual with voting power in the Association, or by any committee of the Association or by the Board of Directors. For an Amendment to be adopted or removed, it must have a 2/3 majority vote by the Board of Directors. To be adopted or removed at a general meeting the proposed amendment must be put on the General Membership Meeting Agenda at least 30 days prior to the General Membership Meeting. To be adopted the amendment must have a 2/3 majority vote of the members present.

### ***Section 8. Effectiveness***

These Amended and Restated Standards of Conformity become effective and enforceable on 4/10/2019 upon recordation in Baltimore County Land Records. This document supersedes any previous versions of the Standards of Conformity.

**MARINE OAKS VILLAGE ASSOCIATION  
Post Office Box 7855  
Baltimore Maryland 21221**

**ARCHITECTURAL REVIEW COMMITTEE**

**APPLICATION FOR MODIFICATION TO PROPERTY**

Date of Application: \_\_\_\_\_  
Owners Name: \_\_\_\_\_ Owners Phone #: \_\_\_\_\_  
\_\_\_\_\_

Address of Property being modified: \_\_\_\_\_

Projected Start Date of Project: \_\_\_\_\_

Projected Completion Date of Project: \_\_\_\_\_

Does project require a building permit:                      YES                      NO

Give a Brief Description Of Project:

This description must include color, size, shape, manufacture of product, and position of project in relation to the property. Attach any drawings, specifications or any other information that may be pertinent. Failure to include all information will delay approval, and can result in a denial of the project.

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Signature of Owner: \_\_\_\_\_