

Colonial Charles Homeowners Handbook



August 2025

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Chapter 1 General Information

All homeowners at Colonial Charles are automatically members of the Colonial Charles Community Association (hereinafter referred to as “The Association” or the HOA”). The Association is a non-stock corporation that owns and is responsible for the upkeep and maintenance of all common properties within the community.

The Association is also responsible for the administration and enforcement of all covenants that are applicable to property owners, including design standards and restrictions.

Section 1.1 HOA Property Management

All management and community inquiries should be addressed to:

Stephanie Martin – (301) 220-1850
Majerle Management Company
7253 Hanover Parkway, Suite B
Greenbelt, Maryland 20850

Section 1.2 Colonial Charles Utility Group (Front Foot Benefit)

Yearly payment to the Colonial Charles Utility Group (Front Foot Benefit), also known as the deferred water/sewer fee, are to be sent to:

Colonial Charles Utility Group, LLC.
3060 Peachtree Road NE # 1080
Atlanta, GA 30305

Section 1.3 Christmas Decorations

Christmas holiday decorations and lighting may be displayed after Thanksgiving, removed on or by New Years Day.

Section 1.4 Pet Waste

Do not dump dog waste (whether or not in waste bags) into the street drains or ponds.

Section 1.5 Recycling

Recycling pickup day is every Tuesday. If a holiday falls on Tuesday, recycling pickup will be on Wednesday. Containers shall not be permitted to remain in public view except on days of collection and after 5:30 p.m. on days prior to collection. Containers shall be retrieved from curbside by 2:00 p.m. the day after collection. NOTE: The County prohibits glass, and the use of trash or plastic bags in the recycling containers. Recycling containers shall be kept in the garages or rear yards of the Living Units, and shall be screened from public view at all times.

Section 1.6 **Sidewalks**

Pull your car into your garage or into your driveway enough so the sidewalk is not blocked. Ask visitors to park on the street or at the Clubhouse to prevent sidewalks from being blocked if they cannot pull all the way onto your driveway. This is a county policy. Residents can call and report the continued abuse to the policy the County Sheriff on (301) 932-2222. See the Charles County Code at <https://ecode360.com/27242128>.

Section 1.7 **Solicitors**

Colonial Charles has a “no soliciting” policy throughout the community. If a solicitor comes to your door, you may ask them to leave the community. If you are uncomfortable approaching the solicitor or they refuse to leave, you may call the non-emergency phone number for the Sheriff’s Department to report the activity. That phone number is (301) 932-2222.

Section 1.8 **Trash**

Section 1.8.1.1 Trash Day

Trash pickup is every Friday. If a holiday falls during the week, trash pickup will be the following day. Containers shall not be permitted to remain in public view except on days of collection and after 5:30 p.m. on days prior to collection. Containers shall be retrieved from curbside by 2:00 p.m. the day after collection. Trash shall be stored in closed durable containers (i.e., no trash bags). Trash containers shall be kept in the garages or rear yards of the Living Unit and shall be screened from public view at all times.

Section 1.8.1.2 Bulk Pickup

There is a charge for the bulk item pick up by Evergreen Disposal. Residents will be charged for pick ups. Evergreen Disposal Customer Service: (240) 357-8902.

Section 1.9 **Community Website**

The Homeowners Association maintains a Website in order to disseminate information in a timely and convenient manner and to serve as a source for important community documents. The Website address is: www.ColonialCharles.org.

Chapter 2 Clubhouse

Section 2.1 Hours of Operations

	From	To
Clubhouse	6:00 am	10:00 pm
Facility Manager	9:00 am	3:00 pm
Indoor Pool and Spa	6:30 am	8:30 pm
Outdoor Pool	12:00 pm	6:00 pm
Rental Events	9:00 am	11:00 pm

Section 2.2 Phone Number

The Clubhouse phone number is (301) 638-2190.

Section 2.3 Facilities Management

The Clubhouse is managed by Majerle Management. The management company provides an on-site Facility Manager.

Section 2.4 Liabilities and Responsibilities

1. Residents shall be held liable for damages, destruction, or misuse of any equipment, whether done personally or by others associated with the resident.
2. All residents¹ and guests (except those attending a rental event) must complete an Indemnification Form² before utilizing any facilities within the Clubhouse to relieve Home Owners Association (HOA) of any liability due to injury.
3. Indemnifications forms for guest under the age of 19 must be completed parent or guardian.
4. Residents renting the Clubhouse are required to sign an Indemnification Form as part of the Rental Agreement for all guests prior to rental of the Clubhouse.
5. The HOA assumes no responsibility for lost, damaged or stolen property.
6. A vehicle parked in violation of the HOA or county-established rules or laws may be towed and stored at the owner's expense.

Section 2.5 Electronic Access

Primary access to the Clubhouse is through an electronic access system, utilizing fobs.

Section 2.5.1 Issuance of Fobs

1. Initial distribution of the fobs will be made by the HOA management company
2. Only residents will be issued fobs.
3. Each residence will receive two (2) fobs for their use.
4. Residents must register with the HOA management company all occupants of the residence that will utilize the fobs.

¹ Only individuals registered with the management company are considered residents.

² Visit www.colonialcharles.org to access the form.

5. In the event that the homeowner follows rental procedures as written in the Condo Document under “Leasing of Homes”, when renting their residence, the two fobs shall be listed under both the owner’s and renter’s names.

Section 2.5.2 Fob Usage

1. The fob provides residents with access to the Clubhouse and areas that are available to them. (Note: certain areas may be restricted if not in use or undergoing repair or maintenance.)
2. The use of the fobs will be tracked by a software system. Reports will be provided to the Board of Directors³ (Board) in order to better determine the efficient use of the facility. Reports, along with the video surveillance system, will also provide critical information in case of theft and damage to the Clubhouse facilities and its surroundings.

Section 2.5.3 Lost/Stolen Fobs

1. To ensure that residents are not held responsible for any possible damage to the Clubhouse, lost or stolen fobs must be reported to the management company immediately.
2. A replacement fee of \$75 per fob will be charged.

Section 2.5.4 Deactivation and/or Cancellation

1. The HOA management company will maintain a list of residents and the status of their HOA fees and fines. If a resident is delinquent in fees or fines for more than 60 days, the resident’s fobs will be deactivated and entry to the Clubhouse will be denied for personal use. The resident can attend special resident meetings; however, they are required to sign the logbook.
2. Clubhouse membership and fob keys are automatically canceled when a resident’s home is sold. Residents must return the fobs to the management company prior to the sale of the home. The management company will ensure that they are deactivated and reissued properly.

Section 2.6 Key Access

1. All physical keys to the Clubhouse will be secured in the Clubhouse offices.
2. Keys to utility closets and other doors without fob access will also be kept in the HOA office.
3. The Facility Manager will maintain a key box for this purpose.
4. The Facility Manager, Clubhouse Manager, and Homeowner Association Board members will have access to the key box.

Section 2.7 Entrance Guidelines

1. Each resident must swipe their fob upon entering the building.
2. Fobs are to be used by residents only.
3. Residents shall not lend their fob key to other residents, family, or friends.
4. Residents must use only their assigned fob key to enter the Clubhouse.
5. Occupants of any household not registered with the management company shall not have access to the Clubhouse unless accompanied by a legal and listed resident.
6. Any resident that forgets their fob are asked to sign the Logbook at the front desk.

³ Visit www.colonialcharles.org for current list of Board members.

7. Residents must be in attendance with their guests at all times, including sponsored rental events.
8. Residents must ensure that their guest sign the Logbook.
9. Residents may bring in no more than eight guests at a time.
10. To enter the Clubhouse, residents should wave their fob key in front of the reader located on the left side of the main door.
11. Scheduled admittance for contractors to the Clubhouse can only be made by the Facility Manager, management company representative, or Clubhouse Manager.

Section 2.8 Logbook

1. All guests (except those attending a rental event), contractors, or government officials must sign the Logbook at the front desk.
2. All individuals must sign the Logbook if utilizing the pool, sauna, or spa.

Section 2.9 Rules of Behavior

Section 2.9.1 Guidelines

1. Residents are responsible for the actions of their guests.
2. Uninvited guests are required to vacate the Clubhouse property or be subject to arrest for trespassing
3. No pets are allowed in the Clubhouse except certified service dogs.
4. Cellphones shall be set to vibrate with the ringer off.
5. Cellphones should be used away from others.
6. Earphones must be used with cell phones, tablets, radios, CDs, etc. while on the Clubhouse grounds.
7. Obscene, foul, abusive, loud, threatening, and or bullying language are prohibited.
8. Physical abuse of any sort is prohibited.
9. Possession of firearms, dangerous weapons, or instruments that can be used to harm persons or property is prohibited
10. Sexual activity, nudity, or indecent exposure is prohibited.
11. Drinking alcohol outside the Clubhouse (e.g. parking lot) is not allowed with the exception of Clubhouse-sponsored social events around the outdoor pool and designated areas.
12. Smoking is prohibited in or around the Clubhouse except in the designated smoking area.
13. Wet, muddy, or dirt-laden shoes must not be worn in the Clubhouse.

Section 2.9.2 Penalty Statements for Rules of Behavior Violation.

Violations of rules established herein may result in the temporary loss of Clubhouse privileges, immediate termination of rental event, and/or legal actions including recovery of all costs arising from the violation.

Section 2.10 Parking Lot Use

1. During approved functions, parking is for invited guests as well as Colonial Charles residents.
2. Bicycles must be secured in the provided bicycle stands.
3. Bicycles shall not be left unattended on the Clubhouse parking lot or sidewalks.

4. Unattended vehicles that are illegally parked on the Clubhouse lot shall be towed at the owner's expense.

Section 2.11 Facilities Rules and Requirements

Section 2.11.1 Kitchen Use

1. Kitchen and appliances must be cleaned immediately after use.
2. Equipment malfunctions should be reported immediately to Facility Manager or Clubhouse Manager.
3. Personal items should not be left in the refrigerator. The HOA will not be responsible for any items left in the refrigerator.
4. Please follow the posted instructions for the proper and safe use of the Garbage Disposal.

Section 2.11.2 Pools, Sauna, and Spa

Section 2.11.2.1 General Rules

1. Persons suffering from heart disease, diabetes, high or low blood pressure, and other health problems should not use the pools, spa, or sauna without prior medical approval.
2. Pool and/or spa shall not be used if individuals have an infectious disease, skin eruptions, or open wounds.
3. Shower before entering the pools, sauna, or spa.
4. Swimming attire must be worn in pools, spa, and sauna.
5. Babies and small children not potty-trained must wear swimming or rubber diapers and swim suits.
6. Do not place or use electrical devices or appliances within 5 feet of either pool or the spa.
7. Do not take electrical devices into the sauna.
8. No food or beverages are allowed in or around the indoor pool, spa, and sauna.
9. Keep breakable objects away from the pools, spa, and sauna.
10. Proper outerwear and shoes should be worn in or around the Clubhouse at all times and especially when leaving the sauna, spa, or pools.
11. Do not track dripping water inside Clubhouse from pools, sauna, or spa.

Section 2.11.2.2 Pool

1. There is not a life guard on duty, use of the pool is at your own risk.
2. No rafts or toys are allowed.
3. Kick boards and swimming equipment can be used only during approved swimming classes.
4. Goggles and masks must be made of tempered or safety glass.
5. No diving is allowed.

Section 2.11.2.3 Spa & Sauna

1. Pregnant women must provide a written medical approval from their doctor to be filed in the Clubhouse office.
2. Hot water exposure limitations vary for individuals. Use caution when using the spa alone because overexposure to hot water may cause nausea, dizziness, fainting, etc.
3. Limit spa time to 15 minutes maximum.

4. Spa maximum capacity: 4 persons
5. Enter and exit the spa slowly to avoid accidents.
6. If the suction outlet cover is missing, damaged, or loose, do not enter or operate the spa.

Section 2.11.3 Sauna

1. Once the timer is set, it cannot be unset until the time expires.
2. To reduce heat, turn the heat control completely to the right.
3. Keep hands away from coals.
4. Turn off the light when leaving the sauna.

Section 2.11.4 Fitness Center

1. Residents have priority use of equipment.
2. Residents should employ the “buddy system” when using equipment.
3. Check with your doctor before beginning an exercise program.
4. Children under 19 are not allowed to use equipment.
5. Do not change the television channel.
6. Proper exercise apparel and athletic or tennis shoes must be worn.
7. Exercising without a shirt is prohibited.
8. After use, equipment shall be wiped off with cleaning wipes provided in the center.
9. When others are waiting to use the same equipment, please limited time to 30 minutes on any equipment.
10. For your safety, please ask for assistance or read equipment directions when in doubt about the correct use or operation of any equipment before attempting its use.
11. No food or beverages are allowed in the Fitness Center.
12. Keep breakable objects away from the Fitness Center.

Section 2.11.5 Daily Locker Usage

1. Personal items should be stored in a locker.
2. Lockers and keys are available in the Locker Rooms for residents’ daily use only.
3. Lockers must be emptied, and keys reinserted before leaving the Clubhouse.
4. Locker keys are the property of the Clubhouse and must remain in the locker when not in use within the facility.

Section 2.11.6 Therapy Room

The Therapy Room at the Clubhouse is provided to residents as a place where they can arrange for a quiet, relaxing massage or physical therapy by a licensed professional Massage Therapist who has been hired by the resident.

Section 2.11.6.1 Professional Licensing

The first responsibility of the resident hiring the Massage Therapist is to assure that the professional is properly licensed. The HOA hold no responsibility to assure proper licensing. However, each Massage Therapist must bring to the Facility Manager the original license from the state of Maryland and proof of liability insurance so that copies may be placed on file in our records.

Section 2.11.6.2 Scheduling the Therapy Room

Use of the Therapy Room must be scheduled by the resident or Massage Therapist through the Facility Manager. Appointments can be made only during the Facility Manager's duty hours.

Section 2.11.6.3 Massage Therapist

1. Must dress in a manner appropriate to the work environment.
2. Must have procedures in place to protect the resident's privacy.
3. The resident must wear a robe and appropriate shoes or other appropriate covering while walking from the restroom/changing room to the Therapy Room.
4. The resident must take precautions to avoid exposure during the therapy and trips to and from the dressing area.
5. The resident must disrobe only as necessary for the massage; however total nudity is prohibited.
6. Residents must change into street clothes before exiting the building.
7. The Therapy Room must be set up to avoid injury to the resident and therapist:
 - a. The sink can be used for washing hands and wetting towels, but caution must be taken to keep electrical cords and equipment away from the sink.
 - b. Electrical equipment must rest on a heat resistant surface.
 - c. Open flames, candles or incense are not allowed in the Therapy Room.
 - d. When turned on, electrical appliances must never be left unattended.
 - e. The room must be cleaned and cleared of debris after each use.
 - i) The Therapist must provide cleaning and disinfectant supplies, except for a carpet cleaner (e.g. Resolve) that will be provided upon requested.
 - ii) The sink and countertops are to be cleaned with a disinfecting solution.
 - iii) As needed, carpet should be vacuumed. (Note: Vacuum cleaner is located in the kitchen's pantry. It must be returned to the pantry after use.)
 - iv) Spillage of oils or lotions on the carpet should be dabbed up and sprayed with a carpet cleaner and reported immediately to Facility Manager or Clubhouse Manager so that the appropriate cleaning can take place.
 - f. Small electrical appliances, such as a fan are allowed, but precautions must be taken to avoid overload of circuits and outlets.
 - g. All equipment and supplies must be removed at the end of the reserved time, including soiled linens and trash. A large trash can is located in the kitchen, along with a recycling container for water bottles and other plastics and cans.

Section 2.11.6.4 Sound System

The sound system can be used but operated by the Facility Manager or the Clubhouse manager. All speakers, except the one to the Therapy Room, must be turned off. Please make advance arrangements for the system to be turned off by the person on duty.

Section 2.11.6.5 General Rules

1. Eating is not allowed in the Therapy Room.

2. Glassware is not allowed in the room; however, plastic containers and water bottles are not allowed.
3. licensed Massage Therapist will end the session if inappropriate behavior occurs or if the therapist feels threatened in any manner by the client.
4. In case of an emergency, dial 911 immediately. Telephones are located in the pool area and at the front desk. Notify the Facility Manager and Clubhouse Manager as soon as possible following an emergency. Call the Police in the case of a violent or inappropriate encounter.

Section 2.11.7 Special Activities Participation

The Clubhouse sponsors various special activities. Residents and guest must complete the Indemnification Form: Special Activities Participation⁴ form and pay appropriate fees as required.

Section 2.12 Clubhouse Rental

Section 2.12.1 Event Sponsor

Only residents in good standing⁵ may rent the Clubhouse or sponsor an event.

Section 2.12.2 Rental Fees

1. The following types of room rental fees are applicable:

Rental Type	Rooms Included (as Required	Cost
Grand Room Rental	Grand Room, Kitchen & Card Room	\$100 per hour
Grand Room Wedding/Reception	Grand Room, Reception Area, Sports Lounge, Card Room, and Kitchen	\$1,000
Card Room and Kitchen	Card Room and Kitchen	\$60 (1st two hours; \$15 each additional hour)
*The use of the pools, Fitness Center, spa, and sauna are <u>not</u> included with any rental agreement.		

2. Security/Nuisance Deposit: \$250 (refundable if facility is cleaned and restored to its original condition).
3. Stipend for Duty Attendant: \$10 per hour (including 15 minutes. before and 45 minutes after the event).
4. Bank Returned Check Fee: \$50

Section 2.12.3 Rental Liabilities and Responsibilities

In addition to Section 2.4, Liabilities and Responsibilities above, the Resident shall be responsible and charged for all damages in or outside the facility. Resident's Clubhouse privileges shall be suspended until the debt is paid in full.

⁴ Visit www.colonialcharles.org to access the form.

⁵ Resident must be current on all HOA fees and have not temporarily loss their Clubhouse privileges due to Rules of Behavior conduct.

Section 2.12.4 Rental Guidelines

1. The Resident is required to be present for all activities before, during, and after the rental event, including the delivery, setting up of equipment and facilities, food preparation as well as receiving workers and guests.
2. The Resident is responsible for the cleaning and condition of the kitchen by the contracted conclusion of a rental event. The Resident shall be responsible and charged for all damages in or outside the facility.
3. Authorized guests are limited to only those facilities noted in the contract.
4. Concerts are not allowed due to occupancy limitations.
5. Any damages noted upon entering the Clubhouse and/or observed during the event must be reported immediately to the Duty Attendant or the Facility Manager during the next work day.
6. Vandalism must be reported to the police by the Lessee who shall call 911.
7. Functions requiring a monetary admission are not allowed in the Clubhouse.
8. The Resident shall assume all responsibility for the use of alcohol at rental events.
9. Decorating the facility must be done without damage to any walls, floors, furnishings, etc.
10. No nails, tape, tacks, etc. can be used in decorating the facility for an event.
11. The Clubhouse will be vacated by 11:45 pm on weekends or security deposit may be forfeited.
12. For preparation time, the Lessee will be given two hours maximum before the event is scheduled. Additional preparation time will result in an additional fee.
13. The Resident has 45 minutes maximum after the contracted event time expires to vacate the Clubhouse or may risk incurring an additional charge.
14. In the event of guests' overindulgence in alcohol, the Duty Attendant will arrange for a taxi service at the expense of the transported party.
15. Before leaving the Clubhouse, the Resident must give a completed Checklist⁶ to the Duty Attendant. The Clubhouse and grounds, if used, must be thoroughly cleaned according to the Checklist.

Section 2.12.5 Rules of Behavior

1. Rental events must not disturb residents in their homes or other parts of the Clubhouse and must be confined to activities in the contracted areas inside the Clubhouse.
2. A second request to decrease the noise level—whether from music or other activities—shall result in the immediate termination of the event.
3. For their own safety and to prevent damages to HOA property, children must be actively supervised and accompanied within the Clubhouse and its grounds.

Section 2.12.6 Rental Procedure

1. Potential Resident/Applicants should contact the Facility Manager for information and forms.
2. The Facility Manager shall verify that the applicant is current in all HOA fees.
3. The Facility Manager shall review and coordinate a completed application for approval/disapproval.

⁶ Visit www.colonialcharles.org to access the form

4. Approved applications must be accompanied by two checks: 1) \$250 Security Deposit (returnable); and, 2) Full contracted Rental fee. (Checks are payable to: Colonial Charles Community Association, Inc.)
5. The Facility Manager will:
 - a. Meet with and review the rental procedure with the potential applicant
 - b. Inform the Resident that they are responsible for paying a stipend to the Duty Attendant for services during the event. (\$10 per hour to include the 15 minutes before and 45 minutes after each event.)
 - c. Place tentative dates on the rental schedule.
 - d. Collect a completed application with fees (See 4 above.)
 - e. Forward the application, Net Fee and Security Deposit to the Program Manager.
 - f. Notify the Renter of the assigned Duty Attendant for the event. (Manage a rotational Duty Attendant selection system.)
 - g. Perform any duties needed to expedite the rental process.
 - h. Make certain the required Certificate of Liability is received from the resident for each vendor providing services within five business days prior to the event. Property, casualty and liability coverage should be for no less than \$1,000,000.00.
 - i. Contact the resident to remind them of the above requirement per rental agreement if the required Insurance Certificate has not been received.
6. The Program Manager will:
 - a. Approve or reject each rental application based on documented proof that the resident/ applicant is/is not in compliance with all HOA fee payments and regulations.
 - b. Authorize the return of the Security Deposit to the applicant/resident after all requirement have been met.

Chapter 3 Ground Maintenance

Section 3.1 Plant Growth Overview

To provide a consistent, well-groomed look throughout the community while keeping costs for these services within budgetary constraints.

Section 3.1.1 HOA Responsibilities

The HOA maintains common areas, such as entrances, the buffer area along McDaniel Road, clubhouse grounds, street trees, and seven storm water management ponds. The HOA also provides basic lawn and garden maintenance services for residential lots.

These services are intended to provide a neat community appearance, not one that is impeccable or flawless.

Section 3.1.1.1 Early Spring Services Provided

1. Shovel-edging of mulched beds; removal of excess mulch, if necessary.
2. Trimming shrubs, crape myrtle trees, and other trees under 15'.
3. Putting down dyed, dark brown mulch (only permitted mulch color).
4. Applying pre-emergent granular weed control.

Section 3.1.1.2 Growing Season Services Provided

1. Grass mowing at 4-inch height April through November.
2. Edging of driveways and sidewalks every other mowing.
3. Two post-emergent weed control and fertilizer turf treatments.
4. Weed control along sidewalks and street curbs.
5. Weed reduction in mulched beds once per month.
6. Shrub trimming one time.
7. Aeration/overseeding one time.
8. Leaf blowing two times in November or December if needed.

Section 3.1.2 Homeowner Responsibilities

1. Remove and replace dead shrubbery and trees.
2. Repair lawn damage done by any utility work.
3. Treatments for plant diseases, turf/plant pests, insect infestations, and difficult-to-control turf weeds.
4. Keep turf areas clear of solar lamps, downspouts, and statuary.
5. Place objects in mulched beds 12 inches from turf to avoid damage by turf weed trimmers.
6. Utilize pink flags or ribbons in yard to indicate no service is wanted.
7. Homeowners contemplating major changes to original landscaping should complete and submit a Design Review Application to the Design Review Committee. Major changes should adhere to Colonial Charles' Architecture Design Policy and Procedures. (See Chapter 4, Architectural Design Policy and Procedures for additional information.)
8. Landscapes in place as of December 31, 2011 (other than mulch color) will be grandfathered in.

9. Homeowners may choose not to use the Association's contractor services, but there will be no reduction in HOA fees. The homeowner's yard must be maintained in the same manner and schedule as the rest of the community. Failure to maintain such standards can result in fines as outlined in Governing Documents⁷.

Section 3.2 **Snow Removal**

Section 3.2.1 **Streets**

The HOA follows the Charles County's policy of activating snow removal when snow accumulation reaches 2+ inches. The streets in the community are owned by either Charles County or Colonial Charles.

1. The HOA clears streets ending in "Place" and extended driveways.
2. Charles County clears all other streets.

Section 3.2.2 **Other Areas**

The HOA will clear the following areas:

1. Clubhouse (parking lot, entrances, and sidewalks) and community sidewalks.
2. Homeowners' driveways and sidewalks from driveway to front entrance. No salt will be applied.
3. Mailbox pads.

Note: Clubhouse entrances and mailbox pads will be treated with salt when conditions warrant, independent of snowfall events.

⁷ Visit www.colonialcharles.org to access the governing documents.

Chapter 4 Architectural Design Policy and Procedures

The primary purpose of this chapter is to familiarize homeowners at Colonial Charles with the objectives, scope, and application of design standards and guidelines which are intended and will be employed to maintain the aesthetic appearance and environmental quality of the Colonial Charles community.

The handbook enumerates specific design standards and guidelines that have been adopted by the Design Review Committee. It also explains the application and review process, which must be adhered to by homeowners seeking approval for any exterior modifications, or changes to their homes or lots which are subject to approval by the HOA.

This handbook will serve as a valuable reference source and will assist homeowners in preparing acceptable applications for review by the Design Review Committee. All homeowners are encouraged to familiarize themselves with its contents and to retain the handbook for future use.

Owners of all dwellings should be aware that separate construction permits might also be required from Charles County. It is the Homeowner's responsibility to determine and secure any construction permits required by Charles County for their proposed improvements. The approval requirements of the Design Review Committee may be more restrictive than those of Charles County.

Residents are reminded that approval must be obtained from the Design Review Committee in addition to Charles County Construction Permit approval. The more restrictive approval requirements of either the Design Review Committee or Charles County's construction permits will govern the ultimate requirements of any improvement within Colonial Charles.

Section 4.1 Basis for and Objective of Protective Covenants

The legal documents for Colonial Charles Community Association contain covenants, including those pertaining to design standards. Legally, these covenants are a part of the deed for each home and are binding upon all initial homeowners and their successors in ownership, irrespective of whether or not these owners are familiar with such covenants.

The primary purpose of design covenants is to maintain environmental and architectural design standards for the entire community. The promulgation and enforcement of design standards are intended to achieve the following objectives:

1. Maintain consistency with the overall design concept for the community.
2. Promote harmonious architectural and environmental design qualities and features.
3. Promote and enhance the visual and aesthetic appearance of the community.

The enforcement of design standards not only enhances the physical appearance of a community but protects and preserves property values. Homeowners who reside in association communities that enforce design covenants are protected from actions of neighbors that can detract from the physical appearance of the community and, in some cases, diminish property values. In fact,

surveys of homeowners living in association communities consistently reveal that this was an important consideration in their decision to purchase a home.

Section 4.2 Roles of the Design Review Committee

All homeowners at Colonial Charles are automatically members of the Colonial Charles Community Association. The Association is a non-stock corporation that owns and is responsible for the upkeep and maintenance of all common properties within the community.

The Association is also responsible for the administration and enforcement of all covenants that are applicable to property owners, including design standards and restrictions. The Community Constitution for Colonial Charles Community Association in Article 7 (Design Review and Architectural Control) provides that responsibility for the enforcement of design standards shall be exercised through a Design Review Committee, the members of which shall be appointed by the Community Founder until such time as the rights of the Community Founder are assigned or expire. (The rights reserved to the Community Founder shall be applicable for the duration of the Community Founder's Rights and Obligations Period which is the sooner to occur of either the conveyance of all Living Units contained or to be contained within the Community to Owners other than the Community Founder or Participating Builders, or fifteen (15) years after the last filing of a Declaration of Annexation, unless earlier assigned or terminated by a written instrument executed by the Community Founder.) At such time the Board of Directors shall appoint at least three members who shall serve and may be removed and replaced at the discretion of the Board of Directors.

The primary responsibility of the Design Review Committee is very broadly defined as follows (Article 7 of the Community Constitution⁸):

"No construction or development activities, including, without limitation, staking, clearing, excavation, grading or other site work, shall be commenced or maintained on any Living Unit or the Community Property, no building, structure or other improvement of any kind, including, without limitation, fences, walls, mailboxes and decks, shall be commenced, erected or maintained within the Property, and no exterior addition, change or alteration of any nature to the Living Units or other existing improvements within the Property, including, without limitation, changes in color, changes or additions to driveway or walkway surfaces and landscaping modifications (including, without limitation, the removal of trees and shrubs planted by the Community Founder or Participating Builders) (hereinafter, individually and collectively referred to as "Improvements"), shall be made until and unless the requirements of this Article 7 have been fulfilled."

The Community Founder, or to the extent that the Design Review Committee has jurisdiction at any particular time may, but shall not be required to, establish Design Guidelines to provide guidance to owners and participating builders regarding matters deemed to be of relevance or importance in considering applications for design approval. The Committee shall review and approve (or disapprove) applications submitted by lot owners for visible exterior additions,

⁸ Visit www.colonialcharles.org to access the Community Constitution.

alterations, or modifications to a home or lot. The Committee's review process shall be governed by the Design Guidelines promulgated by the Community Founder.

As part of its responsibilities, the Design Review Committee may make recommendations to the Community Founder with respect to the modification of the Design Guidelines⁹ initially approved by the Community Founder.

Section 4.3 Alterations Requiring Review and Approval

Essentially, all changes, permanent or temporary, to the exterior appearance of a building or lot are subject to review and approval by the Design Review Committee. The review process is not limited to major additions or alterations, such as adding a room, deck, or patio. It includes such minor items as changes in color and materials. Approval is also required when an existing item is to be removed.

Landscape improvements will require an application. This includes foundation plantings, new planting beds, and single specimen plantings. In general, landscape replacements are exempt from the design review process.

There are a number of exceptions to this otherwise inclusive review requirement.

4. Building exteriors may be repainted or re-stained provided that there is no color change from the original. Similarly, exterior-building components may be repaired or replaced so long as there is no change in the type of material and color.
5. The installation of eight or fewer "path lights" will not require an application. The installation of nine or more "path lights" will require an application.

If there is any doubt as to whether or not a proposed exterior change is exempt from design review and approval, homeowners should first seek clarification from the Design Review Committee before proceeding with the improvement.

Section 4.4 Design Review Criteria

Property Line Markings are required before the installation of fences, patios, or any exterior construction. Contact SOLTESZ Engineering, Environmental Sciences and Surveying/Planning to set up an appointment at 401 Post Office Road, Suite 103, Waldorf, MD 20602, Phone number (301) 870-2166, www.solteszco.com.

There is an advantage to design standards and guidelines which provide definitive "do's and don'ts" with no resort to judgment or discretion. Such specificity provides clear guidance to homeowners as to whether or not contemplated improvements will be permitted.

To the extent possible, specificity has been incorporated in the design standards. However, total specificity is neither possible nor desirable. The appropriateness and acceptability of particular improvements, particularly those of a major nature, may depend on a number of circumstances and factors that must be documented and evaluated on a case-by-case basis. An improvement that is appropriate for one type of housing, lot size, and location may be inappropriate in another situation.

⁹ See Chapter 6, Design Guidelines.

The Design Review Committee may consider (but shall not be restricted to consideration of) visual and environmental impact, ecological compatibility, natural platforms and finish grade elevation, harmony of external design with surrounding structures and environment, location in relation to surrounding structures and plant life, compliance with the general intent of the Design Guidelines, and architectural merit. In many instances, decisions will be based solely on aesthetic considerations and each applicant acknowledges that determinations as to such matters may be highly subjective and opinions may vary as to the desirability and/or attractiveness of particular improvements.

The criteria listed below provide the basis for both the development of design guidelines and the evaluation of individual design proposals by the Design Review Committee.

Section 4.4.1.1 Design Compatibility

The proposed modification or improvement should match the architectural characteristics of the applicant's house and be compatible with adjoining houses and the neighborhood setting. Compatibility is defined as similarity in architectural style, quality of workmanship, and similar use of materials, color, and construction details.

Section 4.4.1.2 Scale

The scale of the proposed improvement should relate to the size of the applicant's home, the location and size of the lot, adjoining homes, and surroundings. This criterion applies to both structural and landscape modifications.

Section 4.4.1.3 Impact on Neighbors

The proposed improvement should relate favorably to the landscape, the applicant's home, adjacent homes, and the neighborhood. Consideration will be given to both visual and functional impacts on neighbors. Visual impact refers to the aesthetic appearance of the proposed improvement, which includes consideration of design quality, scale, location, and architectural compatibility. Functional impact refers to such concerns as view, sunlight, ventilation, and drainage. Examples of adverse functional impacts include structural additions that would cause a material loss of sunlight or ventilation to a neighboring dwelling, and an alteration in topography that would change natural, drainage patterns to the detriment of a neighboring property. Adjacent lot owners must be notified of proposed improvements and must acknowledge such notification by signing the Design Review Application¹⁰ before it is sent to the Design Review Committee.

Section 4.4.1.4 Color and Materials

Continuity or compatibility of color and finishing materials with the original construction and surrounding dwellings will be a specific consideration in evaluating the appropriateness of proposed improvements.

¹⁰ Application form is available at the Colonial Charles Clubhouse or by visiting the Colonial Charles website at www.ColonialCharles.org.

Section 4.4.1.5 Relationship to Environment

Proposed improvements should not have a negative impact on the natural environment. The removal of trees or other vegetation, grading, and other topographical alterations will be assessed for potential adverse impacts, such as material change in the rate and/or direction of storm water run-off and soil erosion.

The forests of Colonial Charles are comprised of more than trees alone. The trees may dominate, but the understory (smaller plants, seedlings, and ground cover) is an integral component of the ecology of the forest and must be considered whenever management decisions are made.

Without these other components, the quality of the forests and wildlife habitat would be severely diminished. As the forests become increasingly fragmented by new construction, each piece of preserved area, regardless of size or shape, becomes exceedingly important.

It may look nice to some residents to clear the understory and plant grass, but this type of landscape program is devastating to the forest, trees, and environment. Turf offers little or no wildlife value compared to the diversity of plants removed for its installation. Turf contributes to local and regional pollution by increasing run-off, burning of fossil fuels by mowers, and requiring the disposal of clippings.

Clearing or grading for the installation of grass and other landscape plants destroys the existing plants and damages the trees that remain. Removal of leaves and other fallen debris interrupts the natural cycling of nutrients and water and stresses the remaining trees. Digging or tilling devastates the root systems of trees and causes their decline. Placing soil or fill in these areas smothers the root systems of trees, causing them to weaken over time.

These guidelines have been established to protect and maintain the forests in undisturbed areas as naturally as possible without compromising the safety of residents.

Section 4.4.1.6 Floodplain, Wetland or Buffer Impacts.

No improvements will be approved which encroach or alter any floodplain, wetlands, and/or associated buffers ("Regulated Areas") platted on a lot. Clearing, grading, and planting within these Regulated Areas is strictly prohibited.

Section 4.5 **Application and Review Procedures**

Section 4.5.1 Applications

All applications for proposed improvements must be submitted in writing using the application form, authorized by the Design Review Committee. Applications must be complete in order to commence the review process. Incomplete applications will be returned to the applicant with a statement of deficiencies that must be remedied in order to be considered for review.

Unless notified, homeowners deliver completed applications to the Clubhouse or mail/deliver completed application to the following address:

Mailing address:

Design Review Committee Colonial Charles Community Association, Inc.
c/o Majerle Management Company
7253 Hanover Parkway, Suite B
Greenbelt, Maryland 20850

Section 4.5.2 Supporting Documents

The application must include a complete and accurate description of the proposed improvement(s). In order to permit evaluation by the Design Review Committee, supporting exhibits will frequently be required. Examples include detailed site plans showing the site layout, exterior elevations, exterior materials and colors, landscaping, drainage, lighting, irrigation, and other features of the improvements. The design guidelines and application form provide guidance with respect to the supporting documentation required for various types of improvements. Submission of contractor and/or manufacturer photographs is encouraged.

Section 4.5.3 Time Frame for Completion of the Review

The Design Review Committee is required to approve or disapprove any proposed improvement within 45 days after the receipt of a completed application. Whether an application is complete or not shall be left to the discretion of Design Review Committee. However, the 45-day review period will commence only upon the receipt of a complete application form, including any required exhibits.

In the event the Design Review Committee fails to advise the applicant by written notice within 45 days of receipt of a complete application of either the approval or disapproval of the application, the applicant may give the Design Review Committee written notice, delivered by hand, by a reputable overnight delivery service or by prepaid certified mail, return receipt requested and addressed to the above address, of such failure to respond, stating that unless the Design Review Committee responds within 10 days of receipt of such notice, approval shall be deemed granted.

Upon such further failure of the Design Review Committee to grant an approval or disapproval, approval shall be deemed to have been given, subject to the right of the Community-Founder to veto approval by the Design Review Committee as set forth in Article 7 of the Community Constitution. Notwithstanding the foregoing, no approval, whether expressly granted or deemed granted pursuant to Section 7.3(b), shall be materially inconsistent with the Design Guidelines unless a variance has been granted. It is therefore advisable for homeowners contemplating substantial improvements to first ensure that they are aware of all required supporting documentation prior to submitting a design review application.

Section 4.5.4 Design Review Application Process

Routine processing typically includes the following steps:

1. An application is submitted to Majerle Management.
2. If the application is complete, Majerle Management will forward the application to the Design Review Committee for final approval. If the application is incomplete, Majerle Management will communicate with the applicant, by telephone where possible, about necessary additional application information.
3. Once the application is complete, Majerle Management will forward the application to Design Review Committee for review.
4. Majerle Management informs the applicant in writing of approval/ disapproval to the resident. Design Review Committee informs the Property Manager of the Committee's decision,
5. Approved work must commence within 6 months of the date of approval or such approval shall be deemed withdrawn, and it shall be necessary for the applicant to resubmit the application for reconsideration and approval in accordance with such Design Guidelines as are then in effect.
6. All work must be completed within 4 months of the commencement of work or such other period as may be specified in the notice of approval, unless completion is delayed due to causes beyond the reasonable control of the applicant, as determined in the sole discretion of the Design Review Committee.
7. Homeowners who make improvements which are disapproved or who make improvements without the prior approval of the Design Review Committee, shall be subject to the HOA's enforcement procedures which include hearings and the subsequent imposition of monetary charges.
8. The standard monetary charge for constructing an improvement without prior approval of the Design Review Committee may be as much as \$100.00. Additional monetary charges for constructing an improvement that violates the Design Guidelines will accrue at the rate of \$10.00 per day until the violation is abated.
9. As a final step in the application process, the applicant shall notify Majerle Management once construction is complete; the process is not complete until the inspection is performed. The Design Review Committee will then inspect the site to certify the completed work.

Section 4.6 **Waivers and Variances**

The Design Review Committee may, in its sole discretion, authorize waivers or variances from compliance with any of the provisions of the Design Guidelines when circumstances such as topography, natural obstructions, hardship, aesthetic, or environmental considerations, architectural merit, or other reasonable considerations warrant such a waiver or variance. Such variances shall be granted only if and when, in the reasonable judgment of the Design Review Committee, unique circumstances exist, and no applicant shall have any right to demand or obtain a waiver or variance.

Section 4.6.1 **Enforcement Procedures**

Article 7, Section 7.8 (Enforcement) of the Community Constitution empowers the Community Founder, the Board of Directors, or the Design Review Committee to enforce compliance with the HOA's Design Guidelines. The defaulting owner shall, at their own cost and expense, promptly remove any nonconforming improvement and restore the property to substantially the same condition as existed prior to the nonconforming improvements. Should an owner fail to

remove and restore as required, the Community Founder, the Board of Directors, or the Design Review Committee, or their designees shall have the right to remove the violation and restore the areas to substantially the same condition as previously existed, and any such action shall not be deemed a trespass. Upon demand, the owner shall promptly reimburse all costs incurred by any of the foregoing in exercising its rights. See Chapter 5, Alleged Violations of the Governing Documents, for additional information.

Chapter 5 Alleged Violations of the Governing Documents

Section 5.1 Enforcement Procedures

Section 5.1.1 Actions Prior to the Initiation of Formal Enforcement Procedures.

1. Any owner, resident of the Community ("Resident"), Homeowner Board members, or the Design Review Committee, or the community manager (hereinafter referred to collectively as "Complainant") has the authority to request that an owner or citizen cease or correct any act or omission which appears to be in violation of the Governing Documents. Informal attempts should be made to resolve any alleged violations prior to the initiation of formal enforcement procedures.
2. The Covenants Committee will generally not become involved in disputes between owners or residents regarding activities within private Living Units or the appurtenant Community Property, unless such disputes involve alleged violations of the Governing Documents. The community manager and Covenants Committee may temporarily suspend the right of an Owner or Resident to use any facility which part of the Community Property for a period is not to exceed 10 days if such owner's or resident's use of the facility is in violation of the Governing Documents and a verbal request to cease or correct the violation has not been heeded. Notice of any suspension of the right to use a facility must be provided in writing.
3. The Covenants Committee may make initial attempts to secure compliance through correspondence to the offending party ("Respondent") which states the time, date, place, and nature of the violation and which sets forth the time period in which the violation must be corrected. If the respondent is a tenant, the owner of the Living Unit leased by such tenant, shall also be notified at this time. Copies of such correspondence shall be maintained in the HOA's files, and a copy shall be sent to the Community attorney for the HOA.

Section 5.1.2 Written Complaint.

If the actions described above prove unsuccessful, formal enforcement procedures shall be initiated upon the filing of a written complaint by Complainant, who shall forward the complaint to the Covenants Committee. The complaint shall include a written statement of charges which shall set forth in clear and concise language the acts or omissions with which the Respondent is charged, to the end that the Respondent will be able to prepare a defense. The complaint shall specify the specific provisions of the Governing Documents which the Respondent is alleged to have violated and shall contain supporting facts. The complaint must be as specific as possible as to times, dates, places and persons involved.

Section 5.1.3 Preliminary Investigation.

Upon receipt and consideration of the written complaint, the Covenants Committee may request the community manager or a member of the Covenants Committee to make a preliminary investigation as to the validity of the complaint and promptly report the findings to the Covenants Committee. If the condition has been corrected or the complaint is invalid for any reason, the Covenants Committee shall determine the appropriate disposition of the matter and respond in writing to the Complainant. If preliminary investigation indicates the need for further action, the Covenants Committee may proceed as appropriate with the steps set forth below.

Section 5.1.4 Service of Complaint

If preliminary investigation indicates further action is necessary, the Covenants Committee shall serve a copy of the complaint on the Respondent by either of the following means: (1) personal service, or (2) by certified mail, return receipt requested, and addressed to the Respondent at the address appearing on the books of the Association. If after good faith efforts the Covenants Committee is unable to serve a copy of the complaint on the Respondent by either of the foregoing means, the Covenants Committee may serve a copy of the complaint on the Respondent by any other means of service that it deems appropriate under the circumstances which is reasonably calculated to give actual notice, including, without limitation, conspicuous posting of a copy of the complaint at the Respondent's address as shown on the books of the Association or delivery of a copy of the complaint to Respondent by regular mail at such address. The complaint shall be accompanied with a "Notice of Hearing" as described in Part I, Section F below, and with a postcard or other written form as described in Part I, Section F below entitled "Notice of Defense" which constitutes a notice of defense hereunder. No order adversely affecting the rights of the Respondent may be made in any case, unless the Respondent has been served as provided herein. If the Respondent is a tenant, a copy of the complaint and accompanying notices provided for below, shall also be served on the Owner of the Living Unit leased by such tenant at the same time as such complaint is served on the tenant, in any manner permitted by this Section.

Section 5.1.5 Notice of Hearing

Along with service of the complaint, the Covenants Committee shall serve a Notice of Hearing on the Respondent, the Complainant and, if applicable, the Owner of the Living Unit leased by the Respondent, which shall specify a hearing date no sooner than fifteen (15) days after the date of service. The Notice of Hearing shall be substantially in the following form but may include other information.

"You are hereby notified that a hearing will be held before the Covenants Committee at _____ on _____, 20____, at the hour of _____, upon the charges made in the complaint served upon you. You may be present at the hearing and may, but need not be, represented by counsel, may present any relevant evidence, and will be given full opportunity to examine and cross-examine all witnesses. You are entitled to request the attendance of witnesses and the production of books, documents, or other items by applying to the Covenants Committee."

If the respondent or the Complainant can promptly show good cause as to why they cannot attend the hearing on the scheduled date and indicate times and dates on which they would be available, or if the Covenants Committee in its discretion determines to extend the hearing date, the Covenants Committee may reschedule the hearing and shall promptly serve notice of the new hearing date.

Section 5.1.6 Notice of Defense

Service of the Complaint and the Notice of Hearing shall be accompanied by a form to be used to prepare a Notice of Defense.

The Notice of Defense shall state that the Respondent may:

1. Attend the hearing before the Covenants Committee;
2. Object to the complaint on the grounds that it does not state acts or omissions upon which the Covenants Committee may proceed;
3. Object to the form of the complaint on the grounds that it is so indefinite or uncertain that the Respondent cannot identify the violating behavior or prepare a proper defense; or
4. Admit to the complaint in whole or in part, including any intention of the Respondent to correct or remedy the alleged violation. In such event, the Covenants Committee shall meet to determine the appropriate action or penalty, if any.

Any objections to the complaint based on paragraphs 2 or 3 above shall be provided in writing to a member of the Covenants Committee or the community manager within five (5) days of service of the complaint. The Covenants Committee shall consider the objection and make its determination within ten (10) days of its receipt of the objection. The Covenants Committee shall make its determination and notify all parties within such ten (10) -day periods. If the complaint is found insufficient, the Complainant shall have ten (10) days within which to amend the complaint to make it sufficient. The same procedure as set forth above shall be followed with respect to any amended or supplemental complaint. If it is determined by the Covenants Committee that the complaint is still insufficient, then the matter shall be dismissed by the Covenants Committee.

Section 5.1.7 Cease and Desist Request.

The Covenants Committee may, at its own discretion, issue a cease and desist request along with the complaint, Notice of Hearing and Notice of Defense. Such cease and desist request shall be substantially in the following form:

The Covenants Committee has received the attached complaint.

The Covenants Committee hereby requests that you CEASE AND DESIST such acts or action until such time as this order is abrogated by a ruling of the Covenants Committee, the Board of Directors or a court of law.

Failure to comply with this request may result in penalty greater than that which would be imposed for a single violation.

Section 5.1.8 Amended or Supplemental Complaints.

At any time prior to the hearing date, the Covenants Committee may file or permit the filing of an amended or supplemental complaint. All parties shall be notified thereof in the manner provided herein. If the amended or supplemental complaint presents new charges, the Covenants Committee shall afford the Respondent a reasonable opportunity to prepare proper defense thereto and may extend the hearing date as determined by the Covenants Committee in its discretion.

Section 5.1.9 Discovery

Upon written request to an opposing party, made prior to the hearing and within fifteen (15) days after service of the complaint by the Covenants Committee or ten (10) days after service of any amended or supplemental complaint, either party is entitled to: (1) obtain the names and addresses of witnesses to the extent known to the opposing party and (2) inspect and make copies of any statements, writings and investigative reports relevant to the subject matter of the hearing. Nothing in this Section, however, shall authorize the inspection or copying of any writing or thing which is protected from disclosure or which is otherwise privileged or confidential pursuant to Public Law. Any party claiming a request for discovery has not been complied with shall submit a petition to request discovery to the Covenants Committee. The Covenants Committee shall make a determination and issue a written order setting forth the matters or parts thereof which the party requesting discovery is entitled to discover.

Section 5.1.10 Statements

Sworn statements may be introduced into evidence by a party if a copy of the statement is mailed or delivered to the opposing party- at least seven (7) days prior to the introduction of the statement' The sworn statements, if introduced in evidence, shall be given the same effects as if the author had testified orally unless the Opposing party, within five (5) days after receipt of the statement, mails or delivers to the party seeking to introduce the statement a request to cross-examine the statement's author. If an opportunity to cross-examine the statement's author is not afforded after request is made as herein provided, the statement may be introduced in evidence, but shall be given only the same effect as hearsay evidence, as provided in Part I, Section L.

Section 5.1.11 Constraints on the Covenants Committee

It shall be incumbent upon each member of the Covenants Committee to make a determination as to whether that member is able to function in a disinterested and objective manner in consideration of a case before it. Any member' incapable of objective consideration of the case shall disclose this fact and shall not participate in the proceedings. Any member of the Covenants Committee has the right to challenge any other member if he believes that such other member is unable to function in a disinterested and objective manner.

Prior to the hearing, the Complainant and the Respondent may challenge any member of the Covenants Committee for cause. In the event of such a challenge, the Covenants Committee shall meet within ten (10) days to determine the sufficiency of the challenge. If the Board sustains the challenge, the President shall at that time, require the challenged member to refrain from participating. All decisions of the Covenants Committee in this regard shall be final.

Section 5.1.12 Hearing

Hearings shall be held before a majority of the members of the Covenants Committee:

1. The Covenants Committee shall select one of its members to serve as a hearing officer and preside over the hearing. At the beginning of the hearing, the hearing officer shall explain the rules and procedures by which the hearing is to be conducted. The Covenants Committee may determine the manner in which the hearing will be conducted, so long as the rights set

forth in this Resolution are protected. The hearing need not be conducted according to technical rules relating to evidence and witnesses. Generally, any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to relying in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make the admission of such evidence improper. Hearsay evidence may be used for the purpose of supplementing or explaining other evidence but shall not be sufficient in itself to support a finding.

2. It is not required that a Complainant or Respondent be in attendance at the hearing. At the request of either the Complainant or the Respondent, the Covenants Committee may agree to conduct the hearing in private session, subject to the provisions of Public Law.
3. Each party shall have the right to do the following, but may waive any or all of these rights:
 - a. make an opening statement;
 - b. introduce evidence, testimony and witnesses;
 - c. cross-examine opposing witnesses;
 - d. rebut evidence and testimony;
 - e. make a closing statement.

Even if the Complainant or the Respondent does not testify in their own behalf, each may still be called and questioned by the Covenants Committee. If the Complainant or the Respondent wishes to question an opposing party, the opposing party to be questioned must be so notified at least (5) days in advance of the hearing.

4. Whenever the Covenants Committee has commenced to hear the matter and a member of the Covenants Committee withdraws prior to a final determination, the remaining members shall continue to hear such matter.
5. The Covenants Committee may rule upon the complaint at the time of the hearing and may take such other action, including the levy of a charge, as is authorized by the Governing Documents. In any event, the Covenants Committee shall prepare a written decision disposing of the matters raised in the complaint and shall serve a copy of the decision upon the Complainant and Respondent within ten (10) days of the hearing, by either of the following means: (1) personal service, or (2) certified mail, return receipt requested. If after good faith efforts the Covenants Committee is unable to serve a copy of the decision on the Complainant and/or the Respondent by either of the foregoing means, the Covenants Committee may serve a copy of the decision on the Complainant and/or the Respondent by any other means of service that it deems appropriate under the circumstances which is reasonably calculated to give actual notice, including, without limitation, conspicuous posting of a copy of the decision at the Complainant's and/or Respondent's address as shown on the books of the Association or delivery of a copy of the decision to the Complainant and/or the Respondent by regular mail at such address. A decision which is adverse to the Respondent's shall require a majority vote of the entire membership of the Covenants Committee (or Board of Directors, if acting in lieu of the Covenants Committee). If the Respondent is a tenant, a copy of the decision of the Covenants Committee shall also be served on the Owner of the Living Unit leased by such tenant at the same time as such decision, is served on the tenant, in any manner permitted by this Section.

Section 5.1.13 Suspension of Privileges and Levying of Fines

Disciplinary action imposed by the Covenants Committee or Board of Directors may include suspending or conditioning the Respondent's right: to use any Community; Property and/or

imposing a fine not to exceed two hundred fifty dollars (\$250.00) for any one violation. A violation which continues after the provision of written notice shall be treated as a continuing violation and shall result in a fine of ten dollars (\$10.00) per day until the violation ceases. Such charges shall be considered as an assessment against the Living Unit owned or resided in by the Owner or Resident in violation. Such charges shall not be imposed for the nonpayment of

Section 5.1.14 Further Action

An Owner or Resident must exhaust all available remedies of the Association prescribed by this Resolution before resorting to a court of law for relief with respect to any alleged violation by another Owner or Resident of any provision of the Governing Documents. The foregoing limitation pertaining to exhausting administrative remedies shall not apply to the Board of Directors.

Section 5.2 Interpretation

These procedures are intended to ensure that due process is provided to Owners and in proceedings before the Covenants Committee and the Board of Directors.

The Covenants Committee or the Board of Directors, as appropriate, may determine the specific manner in which the provisions of these procedures are to be implemented, provided that due process is protected.

Any inadvertent omission or failure to conduct proceedings in exact conformity with these procedures shall not invalidate the results of such proceedings, so long as a prudent and reasonable attempt has been made to ensure due process according to the general steps set forth in this resolution.

"Due process", as used in these procedures refers to the following basic rights:

1. The charges shall be provided to the Respondent.
2. A hearing shall be held at which witnesses may appear and be cross-examined and at which evidence may be introduced.
3. Basic principles of fairness shall be applied.

Section 5.3 Miscellaneous

1. The use of the masculine gender includes the feminine and neuter genders and the use of the singular includes the plural and vice versa, whenever the context so requires.
2. Certain capitalized terms used in this Appendix B, unless otherwise defined herein, have the meanings specified for such terms in Appendix One to the [Colonial Charles Community Constitution].

Chapter 6 Design Guidelines

Section 6.1 Antennas

Please see Appendix A, Installation of Antennas, for guidelines on exterior antennas.

Section 6.2 Attic Ventilators

Attic ventilators and turbines are permitted if painted to match the color of the roof (if roof mounted) or the color of the house siding or trim (if mounted on a gable end). Ventilators and turbines should be mounted on the least visible side of the ridge line so as to minimize their visibility and should not extend above the roofline.

Section 6.3 Awnings

In general, exterior awnings are discouraged unless demonstrated to be clearly compatible with the architectural design and qualities of the home and screened from the view of adjoining neighbors due to the proposed location of installation. Awnings will be approved only if the proposed location is onto the exterior side of a dwelling unit and not visible from a street. If approved, awnings must meet the following criteria.

1. They should be of a plain design without decorative features, such as scallops, fringes, etc.
2. Solid colors and stripes that are compatible with the color scheme of the house should be used.
3. They should be consistent with the visual scale of the house to which attached.
4. Pipe frames or structural supports for canvas awnings (or similar material) should be painted to match the trim or dominant color of the house.

Section 6.4 Chimneys and Metal Flues

Chimneys must either be masonry or enclosed in the same finish material as the exterior of the home to which attached. Masonry elevations require masonry chimneys. Metal flues and chimney caps must be painted and any vent protruding through the roof must be painted the same color as the roof.

Section 6.5 Clothes Lines

Clothesline or similar apparatus for the exterior drying of clothes is permitted. Clothesline apparatuses must be taken daily.

Section 6.6 Compost Bins

A compost bin is defined as a contained, properly maintained area for decomposition of plant materials such as grass clippings, leaves, and small brush which is then used for mulching or soil conditioning. In an effort to support recycling efforts and conserve landfill space, the Design Review Committee will permit compost bins on residential property, provided that the following conditions are met:

Location

The bin is to be located at the rear of the property no more than 10 feet from the rear and side property lines for single family homes. Villas and duplexes will be considered on a case-by-case basis.

Screening

The bin is to be shielded by landscape screening, subject to case-by-case application and notification of adjacent neighbors by applicant.

Dimensions

The maximum size of the bin is 4 feet wide, 4 feet long, and 3 feet high. Only one bin per property is permitted.

Color

The color of the bins will be natural wood, black, dark gray, or earth tones.

Use and Maintenance

The bin(s) is used to compost only plant materials such as grass clippings, leaves, and small brush and is turned regularly to prevent odors and aid decomposition. No household waste (kitchen scraps) or animal waste shall be composted in order to avoid odors, rodents, or health hazards.

Section 6.7 Decks/Gazebos

The Design Review Committee must approve all decks and/or gazebos. Homeowners are advised to consider the following factors:

Location

Decks and gazebos should be located in rear yards, and decks should not extend beyond the side planes of the residence to which they are attached.

Scale and Style

The scale of all decks and gazebos shall be compatible with the scale of the house as sited on the lot. Decks should be of a scale and style that are compatible with (i) the home to which attached, (ii) adjacent homes, and (iii) the environmental surroundings.

Under Deck Storage

Generally, decks elevated above the level of the first floor living area of the residence will not be permitted. Elevated decks have an under-deck area which can have a negative 'visual' impact on adjoining neighbors, particularly when used as an informal storage area. The underside of all decks and entrance platforms shall be screened if the deck or platform is 18" (inches) or more above grade level.

Deck Railings

Deck railings may not exceed 4 feet 0 inches in height, measured from the deck floor to the top of the uppermost horizontal member. These design guidelines are to establish aesthetic standards only and the applicant is to notify the Design Review Committee if a regulatory agency requires

a modification to comply with Federal, State, County, or Construction Industry standards ("Codes") relating to structural design or safety matters.

1. All cross-section dimensions for lumber are described and shown in nominal sizes (deduct approximately ½ inch for actual size).
2. All stair railings will match the deck railings.
3. Posts to be either 4 inches x 4 inches or 6 inches x 6 inches square section.
4. Posts can be installed behind or in front of the deck fascia board.
5. Posts to be spaced no less than 4 feet 0 inches apart (center to center) and no greater than 8 feet 0 inches apart (center to center). All posts to be spaced evenly.
6. All pickets to be 2 inches x 2 inches nominal square, section (no turning). All pickets to be spaced evenly.
7. Pickets to be spaced no greater than 5-1/2 inches apart center to center (i.e., 4 inches space between pickets) and no less than 3-1/2 inches apart center to center (i.e. 2 inches space between pickets). The maximum dimension may have to be reduced if required by Codes.

Finish

Decks must be constructed of good quality exterior grade wood and left a natural finish or stained to match house color and trim. The railing and lattice components of decks must be painted, stained, or clear-coat sealed and all colors must be coordinated with the house color and trim.

Section 6.8 **Doors**

The front doors that the developers installed will not be change to a different style door or color.

Section 6.9 **Driveways**

Extensions, modifications and additions to driveways will be considered only if there is no adverse aesthetic or drainage impact on adjoining lots or common area. Additions or modifications must be of the same materials as the existing driveway.

Section 6.10 **Exterior Painting**

An application is not required in order to repaint or restain an object to match the original color. However, all exterior color changes must be approved. This requirement applies to siding, doors, shutters, trim, roofing, and other appurtenant structures.

Section 6.11 **Exterior Air Conditioners**

Individual air conditioning units extending from windows are prohibited. Exterior air conditioning units or heat pumps may be relocated or added if there is no adverse visual impact to adjoining properties. The Design Review Committee must approve such relocation or addition.

Section 6.12 **Exterior Decorative Objects**

1. Approval will be required for all exterior decorative objects placed in yards, whether natural or man-made, which were not part of the original construction design, either as a standard or optional feature. Examples include but are not limited to: planters, bird houses, bird baths,

driftwood, weather vanes, sculptures, fountains, freestanding poles of all types, house address numerals, and any items attached to approved structures.

2. Generally, decorative objects will not be allowed in front or side yards when they are visible from the street or neighboring residences. These will be evaluated in terms of their general appropriateness, size, location, compatibility with architectural and environmental design qualities and visual impact on neighborhoods and the surrounding area.
3. Approval is not required for sculptures, garden statues, birdbaths, birdhouses, and similar items located in rear yard locations which are not be visible from the front yard or street.
4. Birdhouses and bird feeders must measure less than 12 inches x 12 inches x 12 inches and must not number more than a total of one birdhouse and one bird feed per lot. Likewise, one sculpture, measuring not larger than 2 feet x 2 feet x 2 feet', and one bird bath, measuring not more than 36 inches high with bowl not larger than 24 inches shall also be allowed in the rear yard when not visible from the front yard or street.

Section 6.13 **Exterior Lighting**

1. Except for the addition of a small motion sensitive sensor to a light fixture mounted on the home, lighting which is part of the original structure may not be altered without prior approval of the Design Review Committee. Proposed replacement or additional fixtures must be compatible in style and scale with the applicant's house. No alteration of the carriage lamp installed by the builder shall be allowed.
2. No exterior lighting shall be directed outside of the applicant's property. Proposed additional lighting shall not be approved if it will result in an adverse visual impact to adjoining neighbors due to location, wattage, or other features.
3. Floodlights (maximum 2 bulbs per house) may only be attached to the rear elevation of house and are to be positioned not to cause glare to neighbors or vehicular traffic. Ground-level decorative flood lights (i.e., former model) lights are not allowed.
4. The Design Review Committee may require approval of all seasonal decorative lighting.

Section 6.14 **Fences**

Planting can be integrated with all fencing schemes to soften the visual impact. Any fencing approved by the Design Review committee that is constructed on upon a single family attached lot shall be of the type commonly known as equestrian or estate fencing. Any fencing approved by the Design Review Committee that is constructed upon a single family attached lot shall be of the type commonly known as "privacy fencing" (board on board) and shall not exceed 6 feet in height.

The following standards should be followed in the design of fencing within Colonial Charles:

1. Vertical members should be plumb and generally not extending beyond the uppermost horizontal portion of the fence. (The bottom of the fence should be no more than 6 to 12 inches above grade at any point, depending on fence type.)
2. Wire mesh and barbed wire fences may not be used in Colonial Charles, although wire mesh may be attached to the inside of equestrian or estate fencing to retain pets on single family detached lots
3. No fencing shall be permitted in the front yard of any lot. No fencing will be allowed in the side yard of any end-unit, Villa townhome lots.

4. All single family detached (SFD) side yard fencing must terminate within 5 feet forward from the rear wall of the house.
5. Fencing which is finished on one side only must be constructed with the finished side facing out. Fences that are painted or stained, if allowed by the Design Review Board, will be color coordinated with the main building and adjacent houses. Fencing left in a natural wood finish is allowed.
6. Fence height should not be greater 48 inches on SFD lots, and 6 feet on Villa Townhome lots.
7. Solid fencing used for privacy screens immediately adjacent to SFD homes cannot exceed 6 feet in height.
8. Solid fencing, no less than 6 feet in height, will be used to screen views of homes backing directly onto, and visible from roads.
9. Complete enclosure of rear yards with property line fencing may be prohibited if it prohibits turf maintenance equipment access by the Community Association contractor.
10. The Association's maintenance contractor will not maintain turf area within completely enclosed yard areas, and the affected homeowner will not receive any assessment credit from the Association for the reduced services being provided to that home.
11. Owner agrees to install a wood barrier in front of the bottom rail of vinyl fences to prevent damage to the vinyl fencing as a result of the use weed whackers by landscapers.

Approvable Fence List

Wood Fence



Vinyl Fence



Section 6.15 **Firewood**

Firewood stored on a lot shall be kept neatly stacked and shall be located to the rear of the residence and in such a manner as to avoid adverse visual impacts for adjoining properties. Screening may be required in certain cases. Firewood should be stacked in piles which do not exceed 8 feet in length and 4 feet in height for both aesthetic and safety considerations. Firewood shall not be stored in locations that will negatively impact the HOA's ability to provide lawn and landscape maintenance. Other than a limited quantity of firewood intended for immediate use, firewood shall not be stacked on patios or decks.

Section 6.16 **Flagpoles**

Permanent, freestanding flagpoles are prohibited. Two temporary flagpole staffs that do not exceed 6 feet in length and are attached at an incline to the wall or pillar of the dwelling unit do not require approval by the Design Review Committee. Seasonal, holiday, and decorative flags and the United States of America and Maryland State flags are permitted to be displayed.

Section 6.17 **Greenhouses**

A greenhouse will be treated as a major alteration to a dwelling unit and subject to the same level of review. Although free-standing greenhouse for single family attached and detached dwelling units will be considered, greenhouses that are attached to the dwelling unit are encouraged. Greenhouses must meet the following criteria to be approved:

1. Greenhouses shall be restricted to rear yard locations and should not be visible from the front of the dwelling unit.
2. The scale and design must be architecturally compatible with the home and surrounding homes.
3. There shall be no adverse visual impacts for adjoining properties. The installation of landscape materials to provide a visual screen is encouraged and may be required as a condition of approval.
4. Greenhouses will only be permitted in backyards of single family attached residences where the rear is fenced.
5. The greenhouse shall not exceed 80 square feet of floor space and 8 feet in height at the highest point 'H'

Section 6.18 **Grills (Permanent)**

Permanent grills must be placed in the rear yard of the house and as far as practical from the adjacent property lines.

Section 6.19 **Hot Tubs/Spas**

Exterior hot tubs or spas must be located in the rear yard adjacent to the dwelling unit and screened. The incorporation of hot tubs as an architectural feature of decks and/or patios is encouraged. The exterior finish of an elevated hot tub should blend with the exterior finish of the home, deck, or patio to which attached or most closely related.

Section 6.20 **In-Ground Water Sprinkler Systems**

Approval of the Design Review Committee is required.

Section 6.21 Landscaping

All landscape installations must be approved in advance. The following special considerations apply:

1. Approval of the adjoining homeowner is required for plantings intended to form a hedge or natural screen along a property line.
2. A proposed improvement which is of such a scale or type as to be inconsistent with the existing design features of the home, adjacent units and the surrounding area may not be approved. Examples include the substantial or total removal of turf and replacement with another material, such as mulch or gravel.
3. Vegetable gardens shall be located behind the rear plane of the house. Vegetable gardens with an area in excess of 64 square feet will require approval from the Design Review Committee. Vegetable gardens will only be approved on single family attached lots when the rear yard is fenced.
4. The use of railroad ties is prohibited.
5. Complementary types of edging material are permitted on each Lot. In addition to landscape timbers, edging products are confined to brick, decorative aggregate block, and commercially obtainable edging in rubber, plastic, wood, or painted metal. Colors of edging material are confined to black, medium or dark brown, dark green, or rust red. Edging materials shall be installed so as not to be visible, i.e., it shall be installed below the top of the grass line. An application is required for any other type of edging products not listed here. Ongoing work as needed by the respective homeowners to maintain these structures in good condition is required.
6. Landscaping shall be provided along all front, rear, and side yards when house is exposed to the street (i.e., house on corner lot).

Section 6.22 Patios

All patios require approval. Patios should generally be located in rear yards. Side yard applications will be evaluated on their individual merit subject to the following criteria:

1. Patios may not "wrap around" either end of a single-family home; however, if appropriate, patios may extend a maximum of 8 feet into a side yard (i.e., beyond the side plane of the residence).
2. Consideration will be given to patios for end-unit villas which "wrap around" the side of the unit a maximum of 6 feet from the rear facade of the home.
3. The maximum width that pavers can extend adjacent to the driveway is 24 inches.
4. Paver colors must be earth-tone colors, nothing bright or high contrast.
5. The maximum size that one paver can be that is not adjacent or parallel to the driveway is 24 inches in circumference or perimeter.

Any adverse drainage requirements that might result from the construction of a patio should be considered and remedied. The use of a partially porous patio surface or the installation of mulch beds adjacent to the patio are ways to eliminate drainage concerns.

Section 6.23 Property Maintenance Standards

1. All portions of a lot that are not improved by an impervious surface or a structure must be maintained with grass (or other vegetation installed by a builder or approved by the HOA).

No bare earth may be exposed on a lot. Flower beds and vegetable gardens must be mulched with natural mulch materials (no artificial colors).

2. Turf areas and other vegetation should be watered during dry periods. Any dead plants, shrubs or trees should be immediately removed and replaced as soon as practically possible.
3. All hedges, trees, and shrubs must be neatly trimmed and maintained; and their size maintained in proportion to the lot and home through pruning.
4. No trash or debris may accumulate or be stored in a visible location on a lot. Temporary storage of construction materials required for approved improvements of a home or lot should be neatly stored in as unobtrusive a location on the lot as possible until incorporated into the approved improvement.
5. The exterior of a building must be maintained in an attractive manner. No significant blistering or peeling of exterior painted surfaces is permitted. Any exterior building components (i.e., siding, gutters and downspouts, roof shingles, windows and doors) which are missing, broken, or otherwise in a state of disrepair must be repaired as quickly as possible.
6. No dumping of anything in community common areas, including grass clippings and woody vegetation, is permitted.

Section 6.24 Real Estate Signs

Only one Real Estate sign advertising a home "For Sale" or "For Rent" may be posted on a lot. The size and shape of the Real Estate sign shall be limited to the prevailing industry standard. No hand-written messages may be displayed on Real Estate signs. Design Review Committee approval is not required to post a Real Estate Sign.

Section 6.25 Recreation and Play Equipment

Semi-permanent play equipment that either constitutes a structure or is appurtenant to an existing structure requires approval. Examples include sandboxes, playhouses, swing-sets, etc. The following factors will govern approval of such equipment.

Location.

Such equipment should be placed in rear yards.

Scale and Design.

The equipment should be generally compatible with the lot size. The design and any visual screening are additional considerations in evaluating whether or not there will be an adverse visual impact.

Color and Materials.

Equipment constructed of wood and left in a natural condition to weather is encouraged. Metal play equipment should be painted solid earth tones (i.e., brown, tan, dark green) to blend with the natural environment.

Section 6.26 Screened-in Porches/Sunrooms

Screened-In porches will be fitted only to the rear elevation of the home and will comply with the following design guidelines:

1. Roof shingles to match existing house.
2. Triangular end gables to have siding to match existing house siding and color.
3. Screen panels to clear span between support posts.
4. Screen panels to be inside porch railing.
5. Roof fascia along low edge to match existing house and any gutter and rain leaders to match existing house in style and color.

Not Approvable

Roof of Sun Room does not blend with house roof. (See below)



Approvable



Section 6.27 **Security Bars**

In general, the use of security bars or grates on windows and doors will be prohibited. Exceptions may be made where the security apparatus will not be visible from the street and from adjoining properties. Homeowners concerned about the security of their residence are advised to consider alternatives, including alarms and sophisticated lock systems.

Section 6.28 **Security Cameras**

A Design Review Application will be submitted before installation.

Section 6.29 **Security Signs**

Two security signs, each not exceeding a total of 64 square inches may be posted on the property. Only one such sign may be posted forward of the front plane of the home. The approved location shall be at the front door or in shrubbery within 12 feet of the front door. A second sign may be posted in the side or rear yard.

Section 6.30 **Sidewalks/Pathways**

Sidewalks and pathways should be set back at least four feet from the property line and installed flush to the ground. Only stone, brick, concrete, or similar durable construction material should

be used. The scale, location and design should be compatible with the lot, home and surroundings.

Section 6.31 **Skylights**

Skylights should be located such that they are not visible from the front of the dwelling unit or a street.

Section 6.32 **Solar Panels**

Solar collectors are allowed in Colonial Charles. It is the policy of the HOA, subject to Design Review Committee and Board approval, to allow the installation of certain “Sleek Mount” solar panels on the roofs of resident’s homes. Ground mounted panels will not be eligible for approval.

Subject: Homeowners Associations (HOA) and Solar Collector Systems

The governing documents of the Colonial Charles Community Association, Inc., received by residents during the purchase process, prohibits the use of solar panels within the community (see Colonial Charles Community Association Homeowners Association and Land Condo Documents, Design Guidelines, under the title “Solar Panels”, page 21 of 23 dated 10-Jul-06 [Homes built prior to Ryan])

Since the founding of the community, however, the State of Maryland has amended the Annotated Code to prevent blanket restrictions while still allowing reasonable limitations on the installation of solar collection systems. (See Real Property § 2-119).

Counsel to the HOA has advised us that the HOA may still impose reasonable limitations on the installation of solar panels through the HOA’s Architectural Control process.

If you are interested in installing solar panels, please ensure that you submit your construction proposal to the Design Review Committee prior to construction and keep in mind the following points. An application package for a Solar System installation must provide a catalog illustration of how the panels, when installed on the roof, will look. once the work has been completed.

Shared usage rights

Maryland law protecting the rights of homeowners to install solar panels only applies if you have exclusive rights to the use of the roof or structure. For example, without landlord approval, tenants are not entitled to install solar panels.

Section 6.33 **Storage Sheds**

Storage sheds for equipment must be attached to the primary residential structure on the individual lot and incorporated into the house design with similar building materials for the sides and roofing. Storage sheds shall be restricted to rear yard locations and should not be visible

from the front of the dwelling unit or from a street. The following additional guidelines are applicable.

1. Views from other properties shall always be considered and additional landscaping shall be provided to lessen the visual impact.
2. Only gable or shed roofs will be allowed.
3. Sheds on single family detached lots may not exceed 120 square feet of floor space.
4. Sheds on Villa Units should not exceed 48 square feet of floor space.
5. Metal or pressboard storage sheds are not permitted.
6. Metal roofs are prohibited.
7. The architectural design of the shed should be compatible with the design of the house.
8. The finish materials must be the same as used for the exterior of the house.
9. The color scheme must be the same as for the house.
10. Roof slope and the type and color of roofing material should match the house.
11. Flat roof sheds are prohibited.

Section 6.34 Storm and/or Screen Doors

Front entry storm and screen doors must be full view glass and/ or screen (i.e., no solid panels), and the color must be the same color as either the door to which it is attached, or the surrounding door trim color. Half storm or screen doors (i.e., solid bottom panel may be considered for rear doors not visible from public and private roads.

Section 6.35 Swimming Pools

Above ground pools are prohibited in Colonial Charles. In-ground pools may only be approved for SFD lots.

1. Pools must be located 6 feet from the dwelling unit and 10 feet from rear and side property lines. No pool or pool mechanical equipment may be located within any setback area.
2. Removal or disturbance of existing trees must be minimized and reviewed for approval by the DRB prior to construction.
3. The pool and mechanical equipment must be protected by a fence. Mechanical equipment shall also be screened from public view.
4. Fences and gates for pool areas should conform to general fencing standards.

Section 6.36 Vegetation Removal

Addition and/or removal of vegetation, living or dead, situated on Association common area, shall be the sole responsibility of the Association irrespective of type, size, or other condition. No vegetation, living or dead, irrespective of type or size, which is situated on a lot within a "Limits of Disturbance" area as indicated on the County-approved Stormwater Management Plan shall be added or removed without the approval of the Design Review Committee. The Limits of Disturbance is identified on this plan by the erosion sediment controls measures shown on the plan. The only exceptions are for vegetation which poses the threat of injury to persons and pest such as Poison Ivy, Poison Oak, brambles, briars and viney vegetation, or non-native invasive vegetation such as Kudzu, Euonymous, Honeysuckle Vine, and Oriental Bittersweet, which can be removed by the Homeowner without the prior approval of the Design Review Committee. If a homeowner wishes to increase the lawn area on his lot beyond the "Limits of Disturbance" area,

and the increased lawn area is outside any Regulated beyond the "Limits of Disturbance" area, and the increased lawn area is outside any Regulated Area, as defined earlier in these Design Guidelines, a plan shall be submitted for approval to the Design Review Committee and the following criteria will be used by the Committee for the review of the application:

1. Each tree shall have No Disturbance Area equal to 1-foot radius for each 1 inch of tree diameter measured 12 inches above the ground (i.e. a 10-inch diameter tree will have a No Disturbance Area in the form of a circle around the tree with a radius of 10 feet). The minimum No Disturbance Area for any tree less than 5 inches in diameter is a circle around the tree with a radius of 5 feet 0 inches.
2. Within the No Disturbance Area, no understory vegetation shall be removed, no disturbance shall occur to the surface root system of the tree, and no re-grading or placing of top soil or other material shall occur to smother the surface root system of the tree.
 - a. Any proposed disturbance may require adequate landscape screening between the subject lot and adjoining lots.
 - b. Alternate proposals may be considered if submitted by a qualified urban forester, if proposals address the percentage of disturbance to the area surrounding each tree, and the proposed regular homeowner maintenance schedule which will be required to ensure the survival of the tree(s).

If unauthorized depositing or removal of trees or vegetation, either living or dead, has occurred as the result of homeowner activity, and if it is no longer possible to determine the exact extent of disturbance, the Design Review Committee may require the homeowner, at the homeowner's expense, to restore the affected area to the general extent affected, according to specifications devised by the Design Review Committee. At a minimum, for every 200 square feet of affected area, the homeowner shall be required to plant one-inch caliper tree and two bushes where the height or spread of these bushes shall be a minimum of 18 inches. Also, should the affected area be beyond the "Limits of Disturbance" area, the homeowner shall be prohibited from further disturbance of that area including, but not limited to, mulching, mowing, and further tree or vegetation removal. The homeowner shall complete the required work by the end of the next full growing season following the decision of the Design Review Committee.

Appendix A Installation of Antennas

Section A.1 Definitions

1. Antenna — any device used for the receipt of video programming services, including direct broadcast satellite (DBS), television broadcast, and multipoint distribution service (MDS). A reception antenna that has limited transmission capability designed for the viewer to select or use video programming is a reception antenna provided that it meets FCC standards for radio frequency emission. A mast, cabling, supports, guy wires, conduits, wiring, fasteners, or other accessories necessary for the proper installation, maintenance, and use of a reception antenna shall be considered part of the antenna.
2. Mast — structure to which an antenna is attached that raises the antenna height.
3. Transmission-only antenna — any antenna used solely to transmit radio, television, cellular, or other signals.
4. Owner — the record title holder of any Living Unit within the Community, whether one or more persons or entities. The term "Owner" excludes those having an interest in a Living Unit merely as security for the performance of an obligation. For the purpose of this rule only, "Owner" includes a tenant who has the written permission of the Living Unit Owner/landlord to install antennas.
5. Telecommunications signal — signals received by DBS, television broadcast, and MDS antennas.
6. All other capitalized terms used in these Rules for Installation of Antennas, unless otherwise defined herein, have the meanings specified for such terms in Appendix One of the Community Constitution.

Section A.2 Installation Rules

Section A.2.1 Antenna Size and Type

1. DBS antennas that are one meter or less in diameter may be installed. DBS antennas larger than one meter are prohibited.
2. MDS antennas that are one meter or less in diameter may be installed. MDS antennas larger than one meter are prohibited.
3. Antennas designed to receive television broadcast signals, regardless of size, may be installed.
4. Installation of transmission-only antennas are prohibited unless approved by the Association's Design Review Entity.
5. All antennas not covered by the FCC Rule are prohibited.

Section A.2.2 Location

1. Antennas shall be installed solely within such Owner's Living Unit; and shall not be installed on Community Property.
2. If acceptable quality signals can be received by placing antennas inside a Living Unit, without unreasonable delay or unreasonable cost increase, then outdoor installation may be prohibited.
3. Antennas shall not encroach upon Community Property or any other Owner's Living Unit.

4. To the maximum extent possible, antennas shall be located in a place shielded from public view and from the view of other Living Units; provided, however, that nothing in this rule would require installation in a location from which an acceptable quality signal cannot be received. This section does not permit installation on Community Property, even if an acceptable quality signal cannot be received from the Owner's Living Unit. If any of the locations listed below is chosen by the homeowner, submission of a design review application is not required. (The homeowner, however, must submit a letter of notification to ensure that the Association's files are complete.) However, if a location not listed below is required, the Design Review Entity will consider an alternative installation location where the homeowner can prove the requirements prohibit him/her from receiving an "acceptable quality signal".
 - a. unit attic or crawl space such that it is not visible from the outside.
 - b. ground level in the side yard of any Living Unit and be reasonably screened from common view,

The homeowner shall make a reasonable effort to ensure that no existing tree or vegetation will be removed to accommodate the antenna installation or reception. If any of the above locations require the removal of existing trees or vegetation, the homeowners must submit an application for that removal. (The Board of Directors may expand this rule to state which locations are the most preferred for antenna installation, followed by less favorable, and so on.)

Section A.2.3 Installation

1. Antennas shall be no larger nor installed higher than is absolutely necessary for reception of an acceptable quality signal.
2. All installations shall be completed so that they do not damage the Community Property or the Living Unit of any other Owner, or void any of the Association or other Owners, or in any way impair the integrity of buildings on Community Property or Living Units.
3. Antennas must be secured so that they do not jeopardize the soundness or safety of any other Owner's Living Unit or the safety of any person at or near the antennas, including damage from wind velocity based upon a unique location.

Section A.2.4 Maintenance

1. Owners shall be responsible for antenna maintenance and repair.
2. Owners are responsible for all costs associated with the antenna including, but not limited to, costs to:
 - a. Place (or replace), repair, maintain, and move or remove antennas;
 - b. Repair damages to the Community Property, other Living Units, and any other property damaged by antenna installation, maintenance or use;
 - c. Pay medical expenses incurred by persons injured by antenna installation, maintenance, or use; and
 - d. Reimburse residents or the Association for damages caused by antenna installation, maintenance, or use.
3. Owners shall not permit their antennas to fall into disrepair or to become a safety hazard
4. Owners shall be responsible for antenna repainting or replacement if the exterior surface of the antenna deteriorates.

Section A.2.5 Safety

1. Antennas shall be installed and secured in a manner that complies with all applicable county and state laws and regulations, and manufacturer's instructions. The Owner, prior to installation, shall provide the Association with a copy of any applicable governmental permit.
2. Antennas shall be placed within a safe distance from electrical and other utility lines and apparatus (above-ground or buried) and in no event shall antennas be placed where they may come into contact with such utility lines and apparatus. The purpose of this requirement is to prevent injury or damage resulting from contact with such utility lines and apparatus.
3. All installations must comply with all applicable codes.
4. In order to prevent electrical and fire damage, the antennas shall be permanently and effectively grounded.
5. Antennas are required to withstand wind gusts up to 80 mph and shall be designed to withstand the pressure of snow and ice.

Section A.3 Antenna Camouflaging

1. Antennas or masts may not extend beyond a railing or fence unless no acceptable quality signal may be received from such location.
2. Antennas situated on the ground and visible from the street or from other Living Units must be camouflaged by existing landscaping or fencing, if an acceptable quality signal may be received from such placement. If no such existing landscaping or screening exists, the Association may require antennas to be screened by new landscaping or screening of reasonable cost. (Camouflaging antennas may not be unreasonably expensive. The Association may require more expensive screening, if the Association chooses to fund part of the cost.)
3. Antennas, masts, and any visible wiring must be painted to match the color of the structure to which it is installed, unless such paint will degrade the signal.
4. Antennas may not obstruct a driver's view of an intersection or street.

Section A.4 Number of Antennas

No more than one antenna for each type of service may be installed by an Owner.

Section A.5 Mast Installation

1. Mast height may be no higher than absolutely necessary to receive acceptable quality signals
2. Masts that extend 12 feet or less beyond the roofline may be installed subject to the regular notification process (see below). Masts that extend more than 12 feet above the roofline must be approved by the Design Review Entity before installation due to safety concerns posed by wind loads and the risk of falling antennas and masts. Any application for a mast longer than 12 feet must include a detailed description of the structure and anchorage of the antenna and the mast, as well as an explanation of the necessity for a mast higher than 12 feet. If this installation will pose a safety hazard to residents and personnel of the Association, then the Association may prohibit such installation. The notice of rejection shall specify these safety risks. (This 12-foot baseline may change, if the BOCA Code is amended.)
3. Masts must be installed by licensed and insured contractors.
4. Masts must be painted the appropriate color to match their surroundings.

5. Masts installed on a roof shall not be installed nearer to the Living Unit lot line than the total height of the mast and antenna structure above the roof. The purpose of this regulation is to protect persons and property that would be damaged if the mast were to fall during a storm or from other causes.
6. Masts shall not be installed nearer to electric power lines than the total height of the mast and antenna structure above the roof. The purpose of this regulation is to avoid damage to electric power lines if the mast should fall in a storm.
7. Masts shall not encroach upon another Owner's Living Unit or the Community Property.
8. Masts installed on the ground are required to withstand wind gusts up to 80 mph.
9. Masts must be designed to withstand the weight of ice and snow.

Section A.6 Antenna Removal

Antenna removal requires restoration of the installation location to its original condition. Owners shall be responsible for all costs relating to restoration of this location.

Section A.7 Association Maintenance of Locations Upon Which Antennas are Installed

1. If an antenna is installed on property for which the Association has maintenance responsibility, the Owner who installed such antenna shall retain responsibility for such antenna maintenance. Owners shall not install antennas in a manner that will result in increased maintenance costs for the Association or for other Residents. If an antenna is installed in a manner that results in increased maintenance costs for the Association or for other Residents, the Owner responsible for such antenna shall be liable for such increased costs.
2. If Association maintenance requires the temporary removal of antennas, the Association shall provide Owners with 10 days written notice. Owners shall be responsible for removing or relocating antennas before maintenance begins and replacing antennas afterward. If an Owner does not remove his or her antenna by the required time, then the Association may do so, at the Owner's expense. The Association is not liable for any damage to the antennas caused by the Association's removal of the same.

Section A.8 Notification Process

1. Any Owner desiring to install an antenna must complete a notification form and submit it to the Design Review Entity c/o the Association office. If the installation is routine (i.e., the installation conforms to all of the above rules and restrictions), the installation may begin immediately.
2. If the installation is other than routine for any reason, the Owner and the Design Review Entity must establish a mutually convenient time to meet to discuss installation methods. (A schedule of convenient times for the Design Review Entity will be provided to the Owner.

Section A.9 Installation by Tenants

These rules shall apply in all respects to tenants.

Section A.10 **Enforcement**

1. If these rules are violated, the Association may bring an action for declaratory relief with the FCC or any court of competent jurisdiction after notice and an opportunity to be heard have been afforded to the Owner. If the court or FCC determines that the Association rule is enforceable, a fine of \$50 shall be imposed by the Association for each violation. If the violation is not corrected within a reasonable length of time, additional fines of \$10 per day will be imposed for each day that the violation continues. To the extent permitted by law and/or the Governing Documents, the Association shall be entitled to reasonable attorney fees, costs, and expenses incurred in the enforcement of this policy.
2. If antenna installation poses a serious, immediate safety hazard, the Association may seek injunctive relief to prohibit the installation or seek removal of the installation.

Section A.11 **Severability**

The provisions of these Rules for Installation of Antennas are severable and the invalidity of one or more of the provisions shall not affect the validity or enforceability of any other provisions.