

Note: This is NOT considered an official copy of the BHCA documents. For home sale settlement, please obtain an official copy of the Bay Hills documents, included in the BHCA resale packet.

ARTICLES OF INCORPORATION OF BAY HILLS COMMUNITY ASSOCIATION, INC.

In compliance with the requirements of The Annotated Code of Maryland, the undersigned, all of whom are residents of the State of Maryland and all of who are of full age, have this day voluntarily associated themselves together for the purpose of forming a corporation (not for profit) and they do hereby certify:

ARTICLE I

The name of the corporation is Bay Hills Community Association, Inc., hereafter called the "Association."

ARTICLE II

The principal office of the Association is located at Bay Hills, Arnold, Maryland.

ARTICLE III

Thomas I. Baldwin, whose address is Millersville, Maryland, is hereby appointed the initial registered agent of this Association.

ARTICLE IV PURPOSE AND POWERS OF THE ASSOCIATION

This association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residence Lots and Common Area within that certain tract of property described as:

Section One, Section Two, Section Three and Section Four, BAY HILLS, and to promote the health, safety and welfare of the residents within the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose to:

- (a) exercise all the powers and privileges and perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and restrictions, hereinafter called the "Declaration," applicable to the property and recorded or to be recorded in the Office of Clerk of Anne Arundel County, and as the same may be amended from time

to time as therein provided, said Declaration being incorporated herein as if set forth at length;

- (b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration -- to pay all expenses in connection therewith, and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes, or governmental charges levied or imposed against the property of the Association;
- (c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;
- (d) borrow money, and with the assent of two-thirds (2/3) of each class of members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;
- (e) dedicate, sell or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless and instrument has been signed by two-thirds (2/3) of each class of members, agreeing to such dedication, sale or transfer;
- (f) participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of each class of members;
- (g) have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Maryland by law may now or hereafter have or exercise.

ARTICLE V MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in an Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association.

The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot which is subject to assessment by the Association.

ARTICLE VI VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A.

Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B.

The Class B member(s) shall be the Declarant (as defined in the Declaration), and shall be entitled to (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- (b) on January 1, 1975.

ARTICLE VII BOARD OF DIRECTORS

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

Thomas I. Baldwin

Millersville, Maryland

William E. Dixon

34 Windward Drive
Severna Park, Maryland

John Butschky

Bay Hills, Arnold, Maryland

At the first annual meeting, the members shall elect three directors for a term of one year, three directors for a term of two years and three directors for a term of three years; and, at each annual meeting thereafter, the members shall elect three directors for a term of three years.

**ARTICLE VIII
DISSOLUTION**

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes.

**ARTICLE IX
DURATION**

This corporation shall exist perpetually.

**ARTICLE X
AMENDMENTS**

Amendment of these Articles shall require the assent of 75 percent (75%) of the entire membership.

**ARTICLE XI
FHA / VA APPROVAL**

As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration; annexation of additional properties, mergers and consolidations, mortgaging of Common Area, dedication of Common Area, dissolution and amendment of these Articles.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Maryland, we the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation this 12th day of October 1972.

WITNESS: (AS TO ALL THREE)

/s/ ARLENE D. CORBIN

/s/ JOHN L. BUTSCHKY
/s/ THOMAS I. BALDWIN
/s/ WILLIAM E. DIXON

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, That on this 12th day of October, 1972, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared JOHN L. BUTSCHKY, THOMAS I. BALDWIN AND WILLIAM E DIXON, and severally acknowledged the foregoing Articles of Incorporation to be their act.

AS WITNESS my hand and notarial seal.

/s/ ARLENE D. CORBIN
NOTARY PUBLIC

My Commission Expires:
July 1, 1974

**BY-LAWS
OF
BAY HILLS COMMUNITY ASSOCIATION, INC.**

**ARTICLE I
NAME AND LOCATION**

The name of the corporation is Bay Hills Community Association, Inc., hereinafter referred to as the "Association." The principal office of the corporation shall be located at Bay Hills, Arnold, Maryland, but meetings of members and directors may be held at such places within the State of Maryland, County of Anne Arundel, as may be designated by the Board of Directors.

**ARTICLE II
DEFINITIONS**

Section 1. "Association" shall mean and refer to Bay Hills Community Association, Inc., its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association, including all the property of Bay Hills and including 80 acres acquired from Richard N. Hammond by deed dated December 20, 1972, and recorded among the Land Records of Anne Arundel County in Liber MSH 2459, Folio 884.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Declarant" shall mean and refer to Broadneck Development Corporation, its successors and assigns if such successors and assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Office of the Clerk of Anne Arundel County.

Section 8. "Class A" member shall mean and refer to those persons who are owners of single family or semi-detached houses or owners of condominium units. Associate members shall mean those persons who are non-owner occupants of either townhouses or apartments. "Class B Member" shall mean the Declarant.

ARTICLE III MEETINGS

Section 1. Annual Meetings

The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the second Wednesday of October of each year thereafter at the hour of 8 o'clock (p.m.). If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings

Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all the votes of the Class A membership.

Section 3. Notice of Meetings

Written notice of each meeting of the members shall be given by, or at the direction of the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each member entitled to vote at the meeting, addressed to the members address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum

The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting from time to time, without notice or other announcement at the meeting, action will not be taken until a quorum as aforesaid shall be present or represented.

Section 5. Proxies

At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon by conveyance, by the member, of his Lot.

ARTICLE IV
BOARD OF DIRECTORS: SELECTION, TERM OF OFFICE

Section 1. Number

The affairs of this association shall be managed by a Board of eleven (11) directors. Reasonable efforts shall be made to secure representation from each sub-division or condominium association within Bay Hills (e.g., from the single family homes of Bay Hills, from the Bluffs Condominium Association, Pine Valley Condominium Association, Oakland Hills Apartments, Bay Hills Village Apartments, etc.). Should no individual from such sub-divisions agree to run for the position of Director, Directors will be elected on an at-large basis by the community as a whole. Vacancies on the Board of Directors for any reason, including the initial expansion process, will be filled by the remaining directors elected by the Association.

Section 2. Term of Office

At the first annual meeting, the members shall elect three directors for a term of one year, three directors for a term of two years and three directors for a term of three years; and at each annual meeting thereafter, the members shall elect three directors for a term of three years. In the event of expansion of the Board, the term of office (3 years) shall remain unchanged, the number of Board members shall remain an odd number and the number of Directors elected annually shall be adjusted accordingly

Section 3. Removal

Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation

No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting

The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V
NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination

Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the

members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointments shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall (at its discretion) determine to be adequate, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2. Election

Election to the Board of Directors shall be by secret written ballot. At such election, the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The person receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

Section 3. Election Procedures

A set of guidelines covering standard election procedures shall be drawn up and ratified by the Board of Directors for use in all elections and matters of vote. These guidelines shall include but are not limited to procedures to verify voting eligibility (current payment of dues, no more than one vote per household, etc.), procedures to verify the tabulation of ballots, procedures for subsequent destruction of ballots and the use of special labeling and/or paper to prevent fraudulent and/or duplicate voting and any special instructions in regard to the handling of proxy votes. These guidelines shall be attached as an appendix to these Bylaws and may be amended as necessary to meet the changing needs of the community.

ARTICLE VI MEETINGS OF DIRECTORS

Section 1. Regular Meetings

Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings

Special meetings of the Board of Directors shall be held when called by the president of the Associations, or by any two directors, after not less than three (3) days notice to each director.

Section 3. Quorum

A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers

The Board of Directors shall have power to:

- (a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;
- (b) suspend the voting rights and right to use the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;
- (c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;
- (d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and,
- (e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.
- (f) the Board of directors, as the elected representatives of the members, will organize the activities and personnel of the Association, establish the responsibilities and duties of the officers, establish policy for the Association, review and approve plans and budget requests, and establish the budget and issue instructions for the operation of the Association.

Section 2. Duties

It shall be the duty of the Board of Directors to:

- (a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;
- (b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- (c) as more fully provided in the Declaration, to:
 - (1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

- (2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and
- (3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same;
- (d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge maybe made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- (e) procure and maintain adequate liability and hazard insurance on property owned by the Association;
- (f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and
- (g) cause the Common Area to be maintained.

ARTICLE VIII OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers

The officers of this association shall be a president and vice-president (who shall at all times be members of the Board of Directors), a secretary, a treasurer, and such other officers as the Board may from time to time create by resolution.

Section 2. Election of Officers

The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term

The officers of this Association shall be elected annually by the Board and each shall old office for one (1) year unless he shall resign sooner, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments

The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority and perform such duties as the Board may, form time to time, determine.

Section 5. Resignation and Removal

Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president, or the secretary. Such resignation shall take effect on the date of receipt of such notice or at

any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies

A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices

The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties

The duties of the officers are as follows:

(a) President

The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments; and shall co-sign all checks and promissory notes.

(b) Vice-President

The Vice-President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required by him, as directed by the board.

(c) Secretary

The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; shall keep the corporate seal of the Association and affix it on all papers requiring said seal; shall serve notice of meetings of the Board and of the members; shall keep appropriate current records showing the members of the Association, together with their addresses, and shall perform such other duties as required by the Board.

(d) Treasurer

The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all check and promissory notes of the Association; shall keep proper books of account; shall cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year, and shall prepare an annual budget and a statement of Income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE IX COMMITTEES

The association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association where copies may be purchased at reasonable cost.

ARTICLE XI ASSESSMENTS

As more fully provided in the declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. The annual assessment (dues) period shall be January 1st of the current year until December 31st of the following year. Any assessments which are not paid when due shall be delinquent. A late fee of \$10.00 will be charged after January 15th.

Further, the Association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot. The assessment as provided in the Declaration has been set at \$45 for members and 50% of that amount, or \$22.50 for associate members.

ARTICLE XII CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words "Bay Hills Community Association, Inc."

ARTICLE XIII AMENDMENTS

Section 1.

These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is Class B membership.

Section 2.

In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XIV MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the directors of the Bay Hills Community Association, Inc., have hereunto set our hands this ____ day of _____, 1973.

ATTEST
THOMAS I. BALDWIN
WILLIAM E. DIXON

STATE OF MARYLAND, Anne Arundel County, to wit:

I HEREBY CERTIFY, That on this ____ day of _____ 1973, before me, the subscriber, a Notary Public of the State of Maryland, in and for personally appeared THOMAS I. BALDWIN and WILLIAM E. DIXON, who acknowledged the foregoing By-Laws to be their act.

AS WITNESS my hand and notarial seal.

My Commission Expires: July 1, 1974
Notary Public

CERTIFICATION

I, the undersigned, do-hereby certify:

THAT I am the duly elected and acting secretary of the Bay Hills Community Association, Inc., a Maryland Corporation, and

THAT the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the ____ day of _____, 1973.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this ____ day of _____, 1973.

Secretary

BAY HILLS DECLARATION OF RESTRICTIONS

1. The owner of each lot purchased in the development of "Bay Hills" covenants is to pay to The Bay Hills Community Association, its nominee, successors or assigns, on January 1st of each year, commencing on January 1, 1998, an annual charge in the amount to be determined by the Bay Hills Community Association (such charges, however, shall not exceed \$25.00 per lot for the first five (5) years accounting from July 1, 1969), to be applied by The Bay Hills Community Association for the development and maintenance of the recreational areas to be conveyed to said Association. This sum may also be used for the general welfare of the development of Bay Hills as directed by the board of Directors of The Bay Hills Community Association. However, none of such charges shall be used for any political purposes, or for any charges or dues to join or maintain membership in the Magothy River Association or for the purpose of contesting any zoning changes or variance or exceptions without the written consent of Broadneck Development Corporation which consent Broadneck Development Corporation may assign to any party or corporation by a duly written agreement.

The said annual charge, if not paid, shall be a lien on the property until paid, but such lien or charge shall always be subordinate to the lien of any recorded mortgage or deed of trust affect the title of any lot in the development of "Bay Hills."

2. The rights and powers reserved or given to the Owners by virtue of this document may be assigned, in whole, or in part, to any one or more Corporations, Associations, or Committees that will agree to assume such rights, power, duties and obligations, and carry out and perform the same. Any such assignment or transfer shall be made by appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its acceptance of such rights and powers; and such assignee or transferee shall thereupon have all the rights and powers so assigned or transferred, provided such written instrument be duly recorded among the Land Records of Anne Arundel County.
3. The owner expressly reserves the title to both the surface and beds of all roads as laid out in the aforementioned plats or that may be laid out in the future, with reasonable and convenient ingress and egress to and from the land belonging to any lot owner, and they further expressly reserve the exclusive right to grade, change the grade, close or partly close any road within the development which will not immediately affect the right of ingress or egress of any lot owner. The owner shall have the right to dedicate or convey the roads within the Bay Hills Subdivision to any public authority having power to acquire the same.
4. Easements for installation and maintenance of utilities and drainage facilities are hereby expressly reserved as shown on the Plat and referred to in Item 2. Nothing herein contained, however, shall be construed as preventing the further designation of additional easement strips by the owners at a time when lots are conveyed to individual purchasers.

5. Nothing contained in these restrictions shall be deemed to preclude the owner from resubdivision and replating any of the lands included within said plat, and the Owner shall not by these Restrictions be precluded from designating additional lot or lots for community or recreational purposes restricted in use to lot owners or to members of a corporation or association controlled by lot owners or the owners of seventy five (75) or more lots, areas designated as "recreational area" on the aforementioned plat, and any such additional community or recreational areas as may be designated by the owners maybe transferred to a corporation or association controller by lot owners or persons owning at least 75 lots in said Bay Hills Subdivision, and formed for the purposes of enhancing or improving the residential character of the Bay Hills community.
6. No building or other structure shall be erected, converted, permitted, maintained or operated on any lot for any purpose other than a single-family residential use; only one such structure shall be permitted on each lot, and no outbuilding or detached garage whatever shall be permitted in connection therewith, unless, prior to construction thereof, and at the expense of the lot owner, construction plans and specifications and a plan showing the location of the structure have been submitted to and approved by an architect and committee as selected and designated by the Owner from time to time, as to, but not limited to, quality of workmanship and material, harmony of external design and finish material, including paint colors, with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot unless the plans therefore are similarly submitted to and approved by said architect. Architects committees approval or disapproval as required in these covenants shall be in writing and shall be rendered with in thirty (30) days after plans and specifications have been submitted to him. Failure by the architect to approve or disapprove within such 30 day period shall be construed as approval and full compliance with the requirements of the paragraph.
7. No trailer, basement, tent, shack, garage, barn, or any other outbuilding erected or maintained on any lot shall at any time be used as a temporary or permanent residence, nor shall any structure of a temporary character be used as a residence.
8. No individual sewage disposal system, cesspool, privy, vault or other receptacle of any kind for the storage of liquid waste shall be used or permitted on any lot unless such system is designed, located or constructed in accordance with the minimum requirements, standards and recommendations of the Health Department of the State of Maryland, or other department of the City, County or State having jurisdiction and authority over such matters. Approval of such system, if installed, shall first be obtained prior to its use from such authority.
9. All of the lots shown on the aforementioned plat shall be subject to an easement extending along each side lot line to a depth of five (5) feet, and along each rear lot line to a depth of ten (10) feet, in favor of the Owner and the subsequent purchasers and occupants of each of the other said lots in the subdivision for the purpose of laying, constructing, erecting and maintaining water pipes, gas pipes, electric conduits or poles, drainage systems, or other public utilities and string of electric and telephone wires and necessary connections thereto to be used in common by the Owner, the lot owner, and the subsequent purchasers and occupants of the other lots

in the entire tract; and the Owner reserves the right at any time to enter along the said easement for these purposes.

10. No animals or fowl, included but not limited to cattle, swine, horses, chickens or ducks, shall be kept, housed, or bred upon any lot in the subdivision. This covenant is not meant to restrict the ownership of domestic dogs or cats as household pets which are not kept for breeding purposes or sale, are confined on the lot owners property, and are in a number which in the opinion of the Owner, may not be considered obnoxious to the health, peace and quiet of the neighborhood. Dogs and cats when off the owners property shall be on a leash.
11. No noxious or offensive activity or entertainment shall be carried on upon any lot nor shall anything be done or permitted thereon which may be or become an annoyance or nuisance to the neighborhood. For the purpose of this section, the term "nuisance" shall include, but not be limited to, failure of a lot owner to maintain the lot by allowing accumulation of trash, debris, or refuse or by allowing excessive growth of the ground cover, including but not limited to grass, grains, clover, weeds-or vines.
12. The owner, its successors or assigns, shall have the right, upon giving five days written notice to the lot owner or occupant, to enter upon any lot or lots upon which any structures or nuisances have been erected, maintained or permitted, contrary to any of these restrictions or conditions, or for any breach thereof in other manner, and to remove said objectionable structure or abate said nuisance or correct said breach, without liability for damages for the same, and the said lot owner or occupant shall repay to the Owner, its successors and assigns, the costs incurred in taking such action, including attorneys fees incident to defending any suit arising therefrom.
13. Each lot owner shall maintain all those portions of plated streets abutting his lot or lots, including sidewalks located therein, which lie between his lot lines and the curb of such street or streets, and the Owner shall have the same rights to abate nuisances, as above defined, found therein, together with recovery of costs of such abatement as set out in Section 12 above.
14. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one (1) square foot, or one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sale thereof.
15. Boats under twenty (20) feet in overall length and camping trailers less than five (5) feet in height above the street, may be stored on lots provided such are out of clear view of the streets and are behind the dwelling located on such a lot as the dwelling is oriented to such streets.
16. Boats exceeding twenty (20) feet in overall length, camping trailers exceeding five (5) feet in height, motor cycles, commercial vehicles, trucks or other such vehicles shall not be parked on any lot, in any driveway, or on any street of this subdivision, but may be parked entirely within a garage or enclosed carport, or at such area as may be designated for such parking or storage at those portions of said subdivision shown on plat as 'recreational area.'

17. At no time shall any of the lots herein described be stripped of its top soil or allowed to go to waste by wasting away or made disorderly in appearance by being excavated for gravel, sand or other material or by having rubbish or trash thrown, dumped or disposed thereupon. No lumber, brick, stone, cinder block, or other materials used for building purposes shall be stored upon any lot more than a reasonable time for the construction in which they are to be used to be completed.
18. Failure to enforce any restriction, condition or covenant herein contained shall in no event be deemed a waiver of the right to do so thereafter as to any breach occurring prior to subsequent thereto; and the declared invalidity of any one or more of these provisions shall not affect the validity of the others.
19. Television antennae and radio aerials installed on residential lots shall be limited to a height often (10) feet above the topmost roofline of the dwelling thereon.
20. The aforementioned covenants and restrictions are to run with land and shall be binding on all parties and all persons claiming under them for twenty (20) years from the date this Amendment is recorded among the Land Records of Anne Arundel County, after which time they shall be automatically extended for successive periods of ten (10) years, provided, however that Bay Hills Community Association, Inc., it's successors or assigns, is, pursuant to paragraph 3 herein, assigned the right to amend, cancel, or abrogate any or all of the covenants, conditions or restrictions, by an instrument duly executed and recorded among the Land Records of Anne Arundel County which shall be effective upon the date of such recordation.
21. Nothing herein shall be construed as establishing a scheme of development on any other land that Broadneck Development Corporation may now own or may acquire in the future.

- c. No chain link fences will be allowed.
 - d. Any partial decorative fencing unit can be painted stained, or weathered naturally providing there is a consistent finish.
 - e. The finished side of the fencing of any partial decorative fencing unit approved will be erected to face the public view.
3. No swimming pool applications can be approved without a closed fence around the pool which can be entered only through the residence or through a locked gate. The fence constituting the enclosure must have a six (6) foot minimum height.
 4. If a submission is made to the Board of Directors or Architectural Committee for any structure upon a residential property which is deemed hazardous, the Board of Directors and the Architectural committee reserve the right to require fencing of a designated height and type as a condition of approval.

The above guidelines are not intended to be all inclusive. Under the deed of restrictions affecting all property in Bay Hills, any structure proposed to be erected upon any of the lots in the sub-division must be submitted to the Board of Directors and the Architectural Committee for approval prior to erection. The Board of Directors and the Architectural Committee reserve the right to disapprove any submission which they deem not to be in the best interest of the community as a whole, but the above guidelines are intended to give the residents guidance in their planning for improvements to their property as to what proposals will be acceptable.

Amended December 1983: "The Board of Directors will require that all applications be accompanied by written statements of position concerning the request from the adjacent neighbors."

BAY HILLS STORAGE SHED GUIDELINES

The following recommendations were presented to the Board of Directors and published in the March 1979 Newsletter:

"Due to the increasing number of submittals to the Board of Directors for approval of storage and other small sheds to be built on the residential properties within Bay Hills, the following guidelines are presented."

"In general, a storage or other permanent shed to be built on a lot will be approved under any of the following three conditions:"

1. If the structure is placed at the rear of the house, forming an extension of the lines of the house, and matching the house in exterior finishing.
2. If the shed is wooden and its placement is obscured from the streets of Bay Hills and from neighbors, and if immediate neighbors give prior approval. Said neighbors must sign construction plans before submission to the BHCA.
3. If the structure is totally out of sight from the streets of Bay Hills and from all neighbors - - for example, if the property is enclosed by a tall wooden fence that totally blocks from view the presence of the shed or similar outbuilding.

"The above guidelines are not intended to be all inclusive. Under the deed of restrictions affecting all property in Bay Hills, any proposed structure to be erected on any of the lots must be submitted to the Board of Directors or Architectural Committee for approval prior to erection. The covenants provide a 30-day period for consideration by the Board of Directors, so plans should be submitted, accordingly, as soon as possible. The Board and Architectural Committee reserve the right to disapprove any submission which they deem not to be in the best interest of the community as a whole, but the above guidelines are intended to give the residents guidance in their planning for improvements to their property as to what proposals will be acceptable."

**BAY HILLS
PAVILION
Policy Statement and Regulations**

Policy Statement:

The Bay Hills Pavilion will be for the use of Bay Hills residents and their guests.

Regulations:

1. A \$25.00 deposit will be required upon reserving. This will be left with the scheduler and will be returned upon the satisfactory inspection of the premises after the rental.
2. Use of the pavilion is reserved for daylight hours. The premises will be vacated by dark.
3. Music and general noise will be kept to a reasonable level. Consider the immediate neighbors, please!
4. Alcoholic beverages shall be permitted only with the specific permission of the scheduler. Minors are prohibited from drinking alcoholic beverages on the premises.
5. Clean up and garbage removal must occur at the end of the event. Trash must be removed from the area and taken home.
6. No vehicles are to be parked on the grounds or on the street adjacent to the pavilion and pool area.
7. Security problems will be handled by the Bay Hills Security Committee.

I have read the above rules and will comply with them.

Signed _____

Address _____

Phone _____

Note: This is NOT considered an official copy of the BHCA documents. For home sale settlement, please obtain an official copy of the Bay Hills documents, included in the BHCA resale packet.