

FOXHALL FARM HOMEOWNERS ASSOCIATION, INC.

## FOXHALL FARM ARCHITECTURAL GUIDELINES

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## 1.0 ARCHITECTURAL CONTROL

### 1.1 THE COVENANTS

At settlement, every homeowner received a copy of the Foxhall Farm Declaration of Covenants, Conditions, and Restrictions (the "Covenants").

The Covenants are a binding contract between the developer of Foxhall Farm and all residents. Covenants assure the residents of certain minimum standards for land-use, architectural design and Property maintenance throughout the neighborhood. They also provide for your membership in the Foxhall Farm Homeowners Association (the "Association" or "HOA") and establish a mechanism for the operation of the Association. This includes the formation of the Architectural Control Committee (the "ACC") and the establishment of Architectural Guidelines (the "Guidelines").

The Covenants "run with the land" as part of your deed of Ownership and can only be changed by a vote of 90% of the residents in the community and the recordation of a modification to the Covenants. The Covenants become a contract between the Association, as represented by its elected Board of Directors, and the residents of the Foxhall Farm subdivision. It is our intent and duty to help you in every way to obtain the fullest enjoyment of your Property while maintaining certain standards within the community.

### 1.2 ADHERENCE TO THE GUIDELINES

The Covenants give to the Board of Directors and, in turn, the ACC responsibility to set rules and procedures for architectural control and the power to interpret the Covenants. The Guidelines presented here have been written by the ACC as part of this responsibility.

The Guidelines should be used by residents as a guide in preparing an application for exterior modifications. They will tell you what is most likely to be approved in typical circumstances and also gives you important information on how to prepare your application. Special circumstances regarding your Property may allow the approval of an application which deviate from the Guidelines. The fact that a deviation is made in one location does not automatically mean that the same deviation will be made elsewhere. All deviations from the Guidelines must be recommended by the ACC and approved by the Board of Directors.

It should be noted that, prior to the residents taking control of the ACC, the developer approved items which do not conform to these Guidelines. These deviations are no way impacted by the adoption of these Guidelines nor do they set a precedent of what is acceptable in the community.

### 1.3 EXCERPTS FROM COVENANTS

#### Article IV Section 4.2.1

“Except for construction and/or development by the Declarant, except for any improvements to any Lot or to the Easement Area accomplished by the Declarant concurrently with said construction and/or development except for purposes of proper maintenance and repair, no building, fence wall or other improvement or structure including the planting of any trees or shrubbery shall be commenced directed, placed, moved, altered or maintained upon the Property, nor shall any exterior addition to or change (including any change of color) or other alteration thereupon be made until the complete plans and specifications showing the location, nature, shape, height, material, color, type of construction and/or any other proposed form of change (including, without limitation, any other information specified by the ACC) shall have been submitted to and approved in writing as to safety, harmony of external design, type and grade of material, color and location in relation to surrounding structures and topography and conform with the design concept for the community by the ACC.”

#### Section 4.2.2

“Subject to the same limitations as provided for above, it shall be prohibited to install, erect, attach, apply, paste, hinge, screw, nail, build, alter, remove or construct any lighting, shades, screens, awnings, patio covers, decorations, fences, aerials, antennas, radio or television broadcasting or receiving devices, slabs, sidewalks, curbs, gutters, patios, balconies, porches, driveways, walls or to make any change otherwise alter (including any alteration in color) in any manner whatsoever the exterior of any improvements constructed upon any Lot, or to combine or otherwise join two or more Dwellings, or to partition the same after combination, or to remove or alter any windows or exterior doors of any Dwelling, or to make any change or alteration within any Dwelling which will alter the structural integrity of the building or otherwise affect the Property, interest or welfare of any other Lot Owner, maturely increase the cost of operating or insuring any of the Easement Area and/or Entrance Sign Easement or impair shape, height, material, color, type of construction, and/or other proposed form of change (including, without limitation, any other information specified by the ACC) until the complete plans and specifications for such change shall have been submitted to and approved in writing as to safety, harmony or external design, type and grade of material, color and location in relation to surrounding structures and topography and conform with the design concept for the community by the ACC.”

#### Section 4.7 Violations

If any structure shall be altered, erected, placed or maintained upon any Lot, or any new use commenced on any Lot, otherwise than in accordance with plans and specifications approved by the ACC pursuant to the provisions of this Article IV, such alterations, erection, maintenance or use shall be deemed to have been undertaken in violation of this Article IV and without the approval required herein, and, upon written notice from the ACC, any such structure so altered, erected, placed or maintained upon any Lot in violation hereof shall be removed or re-altered, and any such use shall be terminated so as to extinguish such violation. If within 15 days after the notice of such a violation the Owner of the Lot upon which such violation exists shall not have taken reasonable steps towards the removal or termination of the same, Declarant (or the Association by written delegation of right and authority from Declarant) during the Development Period and thereafter, the Association shall have the right (but not the obligation), through its

agents and employees, to enter upon such Lot and to take such steps as may be necessary to extinguish such violation and the cost thereof shall be a binding, personal obligation of such Owner as well as a lien, established and enforced by the Association or the Declarant, as the case may be (in accordance with the Maryland Contract Lien Act), upon the Lot in question.”

#### 1.4 ARCHITECTURAL CONTROL PROCESS

Your Covenants provide for the appointment of an Architectural Control Committee (ACC), which is made up of volunteers appointed by the Board of Directors. These volunteers come from among residents of the neighborhood and anyone interested in volunteering should contact any member of the Board of Directors. This practice ensures that the control process is in the hands of your elected representatives and their appointees.

#### 1.5 STEPS FOR APPROVAL OF PLANS

When you contemplate exterior alterations on your property, you should first consult the Guidelines herein. They will help you in finalizing your plans and will tell you whether a formal application is required. If in doubt, consult the chairman of the ACC.

After you have studied the Guidelines, complete and submit your application on the form attached to these Guidelines. Be sure that your application is complete and clear and that it has all necessary signatures. Submit your application EARLY, allowing at least four weeks for its processing. The ACC meets once a month, within the first 15 days of the month. Once the request is approved, the project must be started within six months and completed within 12 months of commencement.

If you have any concerns with an application submitted by your neighbors, send a letter voicing your concerns immediately to the ACC prior to the next meeting.

NOTE: Approval of a project by the ACC does not relieve you of the need to obtain County permits.

Prior to the ACC meeting, you may be contacted by the ACC Chairman to discuss your application and, if necessary, to make suggestions for modifying your plans. It is to your advantage to give full cooperation to the ACC Chairman for it is he or she who will present your case to the ACC and make recommendation for approval, approval with stipulation, or disapproval.

If you or any other resident does not agree with the action of the ACC, an appeal may be initiated within 15 days by giving written notice to the President or Vice President of the Association. If there is no such appeal, the action of the ACC will be final. If your application has been approved, the approval is final and you should receive your approved application within 10 days, authorizing you to start work.

If there has been an appeal from other residents, or if you, the applicant, appeal an unfavorable action by the ACC, the Board of Directors will arrange to hear an appeal. The Board of Directors decision is then legal and binding, and can only be changed in court.

The process described above works because of the interest and cooperation of our residents and those who work on the ACC and Board of Directors. At every step, efforts are made to ensure speedy and satisfactory approval of your application.

## 1.6 CONSEQUENCES OF NOT WAITING FOR APPROVAL or INSTALLING IMPROVEMENTS THAT ARE INCONSISTENT WITH THE APPROVAL:

If you start alterations without first obtaining approval of your plans, you do so at your own risk. If you fail to submit an application, or if your application is turned down or modified, you may face the cost of removing the alteration plus the cost of litigation. This also includes the installation of improvements which are inconsistent with the approval granted. The Covenants provide means for placing these costs as a lien against your Property. These circumstances may also arise if your Property has been altered without approval before you purchased.

## 1.7 THE PROCESS OF COVENANT AND GUIDELINE ENFORCEMENT:

Enforcement of the neighborhood Covenants and Guidelines is the job of every resident but they are formally carried out by the HOA's Property Management Company and ultimately, if necessary, by the Board of Directors. The HOA's Property Management Company conducts periodic inspections of the community to assess if all homes are in compliance with the Architectural Guidelines. Community residents may also notify the HOA's Property Management Company if they believe another homeowner is not in compliance with the Architectural Guidelines. When the architectural complaints are brought to the attention of the HOA's Property Management Company, they are investigated as promptly as possible. If the complaint is found to be valid the Property Owner is contacted formally and asked to correct the problem either by removal, submission of an application, or by repair in the case of a maintenance problem. Most problems are corrected at that stage.

All homeowners are required to provide (and update as needed) accurate email and phone contact information to the HOA's Property Management Company for use in conducting HOA business.

Should the Property Owner still fail to act after the expiration of the fifteen (15) day period, the Board of Directors may vote to initiate action in court or to enter the Property and correct the problem at the Owner's expense and risk. All costs at this stage are chargeable against the Property Owner as a lien on the Property. Additionally, the HOA can fine a homeowner that fails to remedy an Architectural Guideline violation.

### 1.7.1. Architectural Violation Fine:

A. Upon identification of an Architectural Guideline violation, a violation letter will be mailed via USPS and emailed to the homeowner by the HOA Property Manager using the homeowner's email on file. The violation letter will describe the violation, reference the applicable section of the Architectural Guidelines, describe the fine process should the homeowner not correct the violation, describe how the homeowner can request an extension of time to correct the violation, and how they can appeal the violation to the Board. Once the homeowner has remedied the violation, they must contact the HOA Property Manager in writing via email or a letter that the violation has been corrected. The HOA Property Manager will do an on-site inspection to confirm the violation has been remedied.

B. Should the Homeowner not correct the violation within one month then a fine process will be imposed on the homeowner for violating the Architectural Guidelines as stated below. The homeowner can request an extension, in writing, of the timeframe to remedy the violation by sending an email (or letter) to the HOA Property Manager stating the reason for the delay and

proposing a revised compliance date. The HOA Property Manager will consider the extension request and provide a written response via email, either approving or denying the request. Any extension request should be made before the one month deadline expires. No fines will be imposed for the period of time that a homeowner has been granted an extension. The homeowner may also appeal the Architectural Guideline violation to the Board by sending an email or letter to the HOA Property Manager requesting an appeal and stating the reason why the homeowner should not have received a violation letter. The Board will consider the appeal and provide a written response via email and a letter. The Board may choose to hold a special hearing with the homeowner to arrive at a decision. If a written appeal is received by the HOA Property Manager, the time to correct the violation will be suspended until the Board provides the homeowner a written decision. If the Board upholds the violation, the Board will set a new extended deadline to correct the violation in its written decision.

C. A fine on the homeowner will be imposed if the homeowner does not remedy the violation within one month. The fine is based on the number of months, from the date of the violation letter or extended deadline, that the homeowner's violation is not remedied. The HOA Property Manager will notify the homeowner in writing via email (on file) and via a certified letter sent via USPS that the following fine process is being applied to the homeowner for their failure to remedy their Architectural Guideline violation. The Property Manager will also attempt to contact the homeowner by phone (on file) before sending the violation letter. A phone message will be left, if possible, should the person not be reached.

<u>Number of Months</u> (from date of violation letter)	<u>Fine</u>	<u>Interest Charged</u> (Maximum allowed by Maryland law)
1	\$ 50	0%
2	\$ 100	0%
3	\$ 200	MD max. allowed
4	\$ 400	MD max. allowed
5	\$ 800	MD max. allowed
6	\$1,600	MD max. allowed

D. If after six months the homeowner has not corrected the violation and paid the fine owed (to include all accrued interest), then the HOA will pursue a lien on the homeowner's property until the homeowner corrects the violation and pays all monies owed to the HOA. The homeowner will be responsible for all monies owed to the HOA and for all costs and fees associated with the lien, including attorneys' fees. The homeowner will be notified by the HOA's Property Management Company that a lien against their property will be imposed unless they remedy the violation and pay all fines owed, to include accrued interest, within two weeks. No extensions of this deadline will be permitted. The HOA Property Management Company will notify the homeowner via email (on file) and by a certified letter sent via USPS. Also, the lien notification letter will be taped to the homeowner's front door and the HOA Property Management Company will attempt to contact the homeowner by phone. A phone message will be left, if possible, should the person not be reached.

## 2.0 RESTRICTIONS

The source of these restrictions are derived from Covenants or an ACC decision that is not inconsistent with the provisions of the Association Documents (C4.1) and which have been

approved by the Board (C6.5). Applicable Covenant (C) section numbers are included in parentheses.

## 2.1 ANIMALS:

The maintenance, keeping, boarding or raising of animals, livestock, poultry or reptiles of any kind regardless of number is prohibited on any Lot, except that the keeping of guide animals and orderly domestic pets (e.g., dogs, cats or caged birds) without the approval of the Board is permitted subject to the Rules and Regulations adopted by the Board; provided, however, that such pets are not kept or maintained for commercial purposes or for breeding; and provided, further, that any such pet causing or creating a nuisance or unreasonable disturbance or noise may be permanently removed from the Property upon ten (10) days written notice from the Board. Any Owner who keeps or maintains any pet upon any portion of the Property shall be deemed to have indemnified and agreed to hold the Association, each Owner and the Declarant harmless from any loss, claim or liability of any kind or character or whatever arising by reason of keeping or maintaining such pets within the Property. All pets which may leave the Lot shall be inoculated as required by law. Under no circumstances shall an animal shelter be placed outside the Dwelling. (C6.1.2)

## 2.2 ANTENNAS:

Rooftop television antennas are prohibited (C6.1.22), no radio antennas shall be erected. (C6.1.12)

## 2.3 ATTIC VENTILATORS/ROOF PROTRUSIONS:

This includes any attic ventilator that is exterior on the structure. The following provisions should be met:

- A. Shall not extend more than 12 inches above the roof surface and shall match roof color.
- B. Shall be roof mounted and located on the least visible (i.e., back) side of the roof and shall not extend above the ridge line.
- C. If it becomes necessary to block the airflow through the ventilator, this should be done from the inside of the structure.
- D. All installations require an application showing elevations of the ventilator installation.

## 2.4 AWNINGS AND SUN TRELLISES

Awnings and sun trellises shall be constructed at the rear of the house.

- A. Sun control devices should be compatible with the architectural character of the house, in terms of style, color, and materials. No metal or fiberglass awnings are permitted.
- B. The location of any trellis should not adversely affect views, sunlight or natural ventilation of adjacent properties.

An application is required and must include:



- A. Dimensions
- B. Color and style structure
- C. Color (sample if possible) and description of materials to be used
- D. Detailed drawings of trellis or awnings
- E. Description of method to support and attachment to structure

## 2.5 BASKETBALL POLES AND HOOPS:

Permanent or portable backboard basketball hoops on black metal poles are permitted. All poles and nets must be well-maintained with a clean and neat appearance.

## 2.6 BOATS, AUTOMOBILES AND OTHER VEHICLES:

Except in connection with temporary construction activities, no boats or cradles, trailers, campers, mobile homes, commercial vehicles, recreational vehicles over 1 ton gross vehicle weight, or unlicensed, abandoned, inoperable, or junk vehicles may be parked in streets, driveways, yards, or parking areas for more than twenty four (24) hours, nor shall extraordinary repair or maintenance of automobiles or other vehicles be performed in said areas. The association may designate, but is not required to so designate, a specific area for such parking and/or repairs. (C6.1.3)

## 2.7 BUSINESS USE:

None of the Lots shall be used for any purpose other than for a one family, noncommercial and non-industrial residential dwelling without prior written approval of the Board of Directors and the ACC. See C6.1.14 and C6.8 for more details.

## 2.8 CLOTHES POLES:

No clothing or any other household laundry shall be hung in the open to dry on any Lot unless hung from a device that is removed from view when not actually in use. (C6.1.4)

## 2.9 FENCES, PRIVACY SCREENS AND HEDGES:

Except for any fence installed by the Declarant or by the Association, no fence shall be installed without the written approval of the ACC (C6.1.5). The following general Guidelines shall apply:

- A. No chain-link fences will be approved.
- B. Only one fence is to be placed on a common property line.
- C. Fences must start at the rear corners of the house and be constructed on the side and rear Property lines.
- D. Fences are limited to 5 feet in height.
- E. Acceptable styles include picket (with minimum spacing of 3 inches), split rail or wrought iron type fences.

F. Wood fences must be built with pressure treated wood and protected with a clear protectant or natural wood stain.

G. All finished sides of fencing must face out.

#### Privacy Screens:

Privacy screens are not intended to completely enclose an area such as a patio or a deck, but to provide privacy to a small area (such as the side of a patio which faces the road.)

A. Privacy screens are limited to maximum of 6 feet in height.

B. Privacy screens shall be built directly adjacent to the area intended for privacy.

C. Privacy screens may be constructed of lattice or similar wood. Wood must be protected with a clear protectant or natural wood stain. Paint to match the house is also acceptable.

#### Privacy Hedges:

This includes any line or solid group of plantings used for the purpose of providing privacy. This does not include small landscape islands or individual plantings. (See section 2.18, Plantings.)

A. Hedges must be at least 2 feet from the Property line. Larger evergreens should be planted further from the Property line.

B. Hedges shall not extend beyond the rear corner of the house.

C. Hedges must be trimmed on a regular basis to maintain a neat appearance. (C6.1.6)

An application is required for **All** fences (C6.1.5), privacy screens and hedges. The application should include the following:

A. Drawing of Lot, placement of the home, and lines indicated indicating where fence or screen is to be installed (include all dimensions).

B. Style of fence or screen.

C. Height and color (natural).

D. For a fence, indicate if wire mesh is to be attached and what type and color it will be.

E. Indicate where gates will be located: gates should complement the fence in material, style, color and height.

F. Types and color of fences in the immediate area.

#### 2.10 GARDENS, VEGETABLE:

Written approval is not necessary for vegetable gardens providing the following conditions are met (C6.1.10):

A. Located in the backyard at least 2 feet from the property lines.

B. Less than 200 sq. ft.

C. A "raised" garden shall be constructed of pressure-treated lumber which shall be no higher than 12 inches from the ground.

An application should be completed for all other situations.

#### 2.11 GRILLS, PERMANENT:

An application is required for permanent type brick, block or stone grills. (C4.2.2) Permanent grills should be placed behind the rear line of the house and not located within 2 feet of the side and rear property line.

An application is required with the following information:

1. Dimensions
2. Site plan showing location of permanent grill
3. Materials and colors to be used

#### 2.12 LAWN ORNAMENTS AND LAWN EMBELLISHMENTS:

All lawn ornaments and embellishments must be submitted for approval and must be located in the rear yard.

All lawn ornaments and embellishments must be in keeping with the architectural and aesthetic character of the neighborhood. (C4.2.2)

#### 2.13 LIGHTING, RESIDENTIAL:

The replacement of an existing fixture with a similar fixture does not require approval from the ACC. If a change in style, size, shape, color or positioning is desired or if additional light fixtures are to be installed on existing or new structures, an application is required. Applications for exterior additions, should include details of the lighting fixtures proposed. (C4.2.2)

All exterior lighting should be installed so as not to shine on the adjacent property or public space and should be aesthetically planned for each location.

Floodlights and various types of high output lights fall under the category of security lighting. Exterior lighting of this type must be considered more carefully because of the impact on neighboring properties.

Florescent lights used outdoors will not be approved, but are permitted inside garages.

It is recommended that before any digging is initiated, that the applicant call "Miss Utility" for location of existing utilities.

#### 2.14 MAILBOXES:

Relocation of mailbox stands is not permitted. Mailboxes and posts maybe painted to match the color scheme of the house. Ornamental mailboxes need ACC approval. (C6.1.7)

## 2.15 MAINTENANCE OF PREMISES AND IMPROVEMENTS:

Each Lot (including the yard and the improvements contained thereon) must be regularly maintained and repaired and kept in a neat, clean and sanitary condition. All the grass and shrubbery on any Lot must be regularly cut or trimmed. All grass, except where otherwise prohibited by governmental regulations, shall be maintained at a maximum height of four (4) inches and shall be as weed-free as good environmental practice shall permit. No boxes, bottles, cans, leaves, bedding, building materials, garbage, trash, trash cans, tires, appliances or other unsightly debris may be left outside on the Lot. Except for lawn furniture used on the Lot and firewood for the personal use of an Owner (either of which must be stored in the rear of a Lot), nothing may be stored outside or on the patio. (C6.1.6)

## 2.16 MAJOR/MINOR BUILDING ADDITIONS:

The design of major additions should be consistent with shape, style, size and color of the dwelling in the following way (C4.2.2):

- A. Siding, roofing and trim materials should be same as or compatible with the existing materials of the dwelling in color and texture.
- B. New windows and doors should be compatible with those of existing dwelling in style and color. These should also be located on walls at the same approximate height as those of existing dwelling, and be trimmed in a similar manner.
- C. Roof eaves and fascias should be the same depth, style and approximate slope as those existing on dwelling.

The following conditions shall determine the acceptability of new addition locations:

- A. Additions should not significantly impair the view amount of sunlight or ventilation of adjacent residences or the public's use or enjoyment of open space. New windows, doors or viewing areas from additions should not impinge upon existing internal or external private areas of adjacent residences.
- B. New additions should not create situations in which the adjacent neighbors will have difficulty adding to, modifying or maintaining existing dwellings.
- C. Additions should not adversely affect drainage conditions on adjacent properties through changes in grade or other significant runoff conditions.

Applications should include (C4.2.1):

1. A site plan showing location and dimensions of the addition in relation to the applicant's house, property lines and adjacent dwellings.
2. Detailed plans and specifications for the addition including elevations and dimensions.

3. A list and description of materials to be used which includes color and material samples as applicable.

#### 2.17 PATIOS, DECKS AND WALKWAYS:

Application must be completed for all patios, decks or walkways (C4.2.2). New patios, decks or walkways should be located to provide reasonable visual and acoustical privacy for both applicants and their neighbors. Screening or plantings should be considered where it is necessary to preserve privacy.

The application is to include:

A. Site plan with dimensions showing new walkways, deck or patios in relation to existing houses, trees and lot boundaries.

B. A list and description of materials to be used which includes a color sample as applicable, including sample of stain.

C. Project plans showing elevations and dimensions.

D. Description of proposed lawn contour changes, plantings, screens, rails, benches, new exterior lighting, etc.

This guideline refers to any new or expanded patio, deck and walkway, or to any material changes to patios, decks, and walkways. All new materials should be of a neutral color, such as concrete, stone or clay brick, or treated wood.

1. Decks and patios may be constructed of pressure-treated wood, masonry, stone or concrete, providing that the color and texture of the material is in harmony with the adjacent structures. Decks must be protected with a clear protectant or natural wood stain.

2. Decks and patios must be located to the rear of the dwelling and may not extend beyond either side of the dwelling.

3. Decks and patios maybe as wide as the back of the house and may not extend more than halfway between the rear of the dwelling and the rear property line.

#### 2.18 PLANTING:

No planting (other than flowers and small bushes that do not and will not exceed three (3) feet in height) or digging may take place anywhere within or upon any Lot or elsewhere on the Property without the express written authorization of the ACC (C4.2.2, C6.1.10). (NOTE: The Property contains underground electrical, sewer, water and other utility lines. Please call "Miss Utility" before digging.

#### 2.19 POOLS AND HOT TUBS:

No above ground swimming pools of any type shall be permitted. No in-ground swimming pools, hot tubs, spas or jacuzzis of any type shall be permitted without prior approval of the ACC. (C6.1.11)

Applications should include (C4.2.2):

1. A site plan showing location and dimensions of the pool or hot tub, other related equipment, fences, etc., in relation to the applicant's house, property lines and adjacent dwellings.
2. Detailed drawings and plans of the pool, deck area, lighting arrangements, walkways, fences, etc., and pertinent information concerning water supply system, drainage and water disposal system.

An application is not required in the case of portable children's wading pools less than 6 feet in diameter.

#### 2.20 REPAINTING GUIDELINES:

An application is required when a house, siding, shutters, door or trim is to be painted a color different from its existing color. An application is not required when the new paint is the same as the original. (C4.2.2)

#### 2.21 SCREENS, STORM WINDOWS AND DOORS:

Full-view storm doors that match a color scheme of the house and are without extensive or extreme decorative embellishments are permitted without ACC approval.

#### 2.22 SHEDS, TOOLS/STORAGE:

Sheds and storage buildings shall be prohibited. (C6.1.15)

#### 2.23 SWING SETS, TREE SWINGS AND PLAY/TREE HOUSES:

Swing sets, tree swings and play houses shall be located in the backyard. They should be at least 5 feet from the rear and side property lines. Treehouses are not permitted.

An application should include (C4.2.2):

1. Color and materials.
2. A site plan with dimensions showing the location of the play equipment relative to the applicant's house property lines and neighboring houses.
3. A picture or sketch of the equipment showing dimensions.

#### 2.24 TREES:

No tree of a diameter of more than four (4) inches, measured two (2) feet above ground level, shall be removed without the express written authorization of the ACC. (C6.1.20) So long as the removal is horticulturally required, or required for safety reasons, permission will not be unreasonably denied. Replacement of dead trees is permitted without application. Dead "street" trees will be replaced by the HOA.

#### 2.24.1 HOA Street Tree Definition, HOA and Homeowner Responsibilities:

Street Tree Definition: Any tree planted by the Developer or the HOA within 15 feet of the curb, which lines the community streets. Replacement Street trees must be planted within 15 feet of the curb (measured from the street side of the curb) at a location agreed to by the Homeowner and ACC. The preferred location of replacement Street Trees is at least 4 feet from the sidewalk to avoid the need for a root barrier. Street trees that are planted within 4 feet of a sidewalk must have an 18-inch-deep root barrier installed that is 8 feet long centered on the tree trunk.

Street Tree Responsibilities: The Homeowner is responsible for general maintenance of the Street Trees on their lot to include watering, fertilization, elevation and trimming. The Homeowner is responsible for elevating branches that impede the use of the sidewalk or street. Tree branches over the sidewalk shall be elevated to a height of 10 feet. Tree branches over the street should be elevated to a height of 14 feet. The HOA is responsible for removal of dead Street Trees and the replacement of dead Street Trees. Replacement trees must be native to Maryland and from the HOA approved list of Street Trees. Any removal or replacement of Street trees must be approved by the HOA's Architectural Control Committee (ACC). The homeowner becomes responsible for the cost of any Street Tree(s) that they have requested should they refuse installation once the HOA has purchased the tree, unless the HOA determines in its sole discretion that the tree can be used in another location.

#### 2.24.2 Removal of HOA Street Trees Buckling the Sidewalk:

Homeowners with Street Trees that are causing the sidewalk to buckle and which creates a safety issue may request approval from the ACC for the homeowner to remove the Street Tree at their expense provided they agree to arrange with Baltimore County to repair the sidewalk at their expense within two months of receiving ACC approval. The homeowner is responsible for providing the HOA Property Management Company with a copy of the Baltimore County work order to repair the sidewalk. Once the sidewalk has been repaired the HOA may consider providing a replacement Street Tree pending availability of funding.

#### 2.24.3 Removal of Sweetgum HOA Street Trees:

Homeowners with Sweetgum Street Trees on their property may request approval from the ACC for the homeowner to remove the tree provided the homeowner agrees to replace the removed tree within 9 months with a new tree from the HOA approved Street Tree list that is 2-3" in caliper. The homeowner is responsible for arranging the tree removal and the replacement tree installation and for all associated costs.

#### 2.25 WOOD STORAGE/FIREWOOD:

Storage of firewood shall be restricted to the rear yard area or to an otherwise approved screened area. (C6.1.6)

#### 2.26 SATELLITE DISHES:

Satellite dishes are permitted provided they meet the following conditions:

1. No greater than 18 inches in diameter.
2. Not permitted on the front roof of the dwelling.
3. Not permitted in the front or side yard.
4. Every effort will be made to obscure the view of the dish from all public streets.
5. Dishes attached to the house will be of the same color as the house trim.

#### 2.27 PIPES

No water pipe, gas pipe, sewer pipe or drainage pipe shall be installed or maintained on any Lot above the surface of the ground, except for garden hoses. (C6.1.9). Gutter downspout extensions of up to five (5) feet are permissible provided the extension blends into the landscape and where possible are hidden by plantings. (ACC)

#### 2.28 FLAGS AND SEASONAL DECORATIONS

National flags and seasonal decorations may be displayed on the front of the house without ACC approval, provided they are well maintained and appropriate for the season.