

TRENT HALL HOMEOWNERS ASSOCIATION, INC.

BY-LAWS

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43 **Section 2.2. "Declaration"** shall mean and refer to the Declaration of Covenants,
44 Conditions and Restrictions, Fort Foote Estates Homeowners Association, Inc., which was
45 recorded among the Land Records of Prince George's County, Maryland in Liber 7767 at
46 folio 87, including amendments and supplements thereto.

47
48 **Section 2.3. Other Definitions.** Unless it is plainly evident from the context that
49 a different meaning is intended, other terms used herein shall have the same meaning as
50 they are defined to have in the Declaration.

51
52
53 **ARTICLE III**
54 **MEMBERSHIP**

55
56 **Section 3.1. Membership.** Every person or entity who is a record owner of a fee
57 or undivided fee interest in any Lot, including contract sellers, shall be a member of the
58 Association, provided that any such person or entity who or which holds such interest
59 merely as security for the performance of an obligation shall not be a member. Class A
60 membership shall be appurtenant to, and may not be separated from, ownership of any Lot
61 which is subject to assessment by the Association.

62
63 **Section 3.2. Voting Rights.** There are two (2) classes of membership known as
64 "Class A" and "Class B":

65
66 A. **Class A Membership.** Class A members shall be all Owners and shall
67 be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an
68 interest in any Lot, all such persons shall be members provided, however, that any such
69 person, group of persons, corporation, partnership, trust or other legal entity who or which
70 holds such interest solely as security for the performance of an obligation shall not be a
71 Class A member solely on account of such interest. The vote for such Lot shall be
72 exercised as they among themselves determine, but in no event shall more than one (1)
73 vote be cast with respect to any Lot.

74
75 Any Owner who leases his Lot may, in the lease or other written instrument, assign
76 the voting right appurtenant to that Lot to the lessee, provided that a copy of such
77 instrument is furnished to the Association.

78
79 B. **Class B Membership.** The Class B member was initially the Declarant.
80 Class B membership has lapsed, and the Declarant does not own any Lots.

81
82 The members of the Association shall have no preemptive rights, as such members,
83 to acquire any memberships of this Association that may, at any time, be issued by the
84 Association, except as may be specifically provided in this Article.

86 **Section 3.3. Good Standing with the Association.** Members must be in good
87 standing with the Association to vote on those matters which come before the Association.
88 In order to be in good standing, a member must not be shown on the books or
89 management accounts of the Association to be more than thirty (30) days delinquent in any
90 payment due the Association and must not be adjudged by the Association's Board of
91 Directors or Covenant Committee to be in violation of the Articles of Incorporation,
92 Declaration or these Bylaws.
93
94

95 **ARTICLE IV**
96 **MEETINGS OF MEMBERS**
97

98 **Section 4.1. Place of Meeting.** Meetings of the members shall be held at the
99 principal office or place of business of the Association or at such other suitable place within
100 the State of Maryland which is reasonably convenient to the members and as may from
101 time to time be designated by the Board of Directors.
102

103 **Section 4.2. Annual Meetings.** Annual meetings of the members of the
104 Association shall be held at such time and place as may be designated by the Board of
105 Directors and shall be held, to the extent reasonably possible, during the same month of
106 each succeeding year. Members of the Board of Directors shall be elected by ballot in
107 accordance with the requirements of Article V of these Bylaws. The members may also
108 transact such other business as may properly come before them.
109

110 **Section 4.3. Special Meetings.** It shall be the duty of the President to call a
111 special meeting of the members as directed by resolution of the Board of Directors or upon
112 a petition signed by at least twenty-five percent (25%) of the then members having been
113 presented to the Secretary; provided, however, that no special meetings shall be called to
114 consider any matter which is substantially the same as a matter voted on at any special
115 meeting of the members held during the preceding twelve (12) months.
116

117 **Section 4.4. Notice of Meetings.** It shall be the duty of the Secretary to send
118 notice to each member of record, at his address as it appears on the membership books
119 of the Association or, if no such address appears, at his last known place of address, of
120 each annual or special meeting. The notice shall be sent by mail, hand delivery, facsimile,
121 electronic mail or other electronic means, at least ten (10) but not more than fifty (50) days
122 prior to such meeting. Notice shall state the time and place where the meeting is to be
123 held, and if it is a special meeting, the notice shall also state the purpose. Notice by any
124 aforementioned method of delivery shall be considered as notice served. Attendance by
125 a member at any meeting of the members, either in person or by proxy, shall be a waiver
126 of notice by him of the time, place and purpose of that meeting. Notice of any annual or
127 special meeting of the members of the Association may also be waived by any member
128 either prior to, at or after any such meeting.
129

130 **Section 4.5. Roster of Membership.** Each member shall furnish the Board of
131 Directors with such member's name and current mailing address and/or electronic address
132 ("address" or "addresses"). The Board of Directors of the Association shall maintain a
133 current roster of the names and addresses of each member who has notified the Board of
134 Directors of such member's name and current address.
135

136 **Section 4.6. Quorum.** The presence, either in person or by proxy, of members
137 entitled to cast fifteen percent (15%) of the votes of the membership, shall be requisite for,
138 and shall constitute a quorum for the transaction of business at all meetings of members,
139 except as otherwise provided in the Articles of Incorporation, the Declaration or these
140 Bylaws. If the number of members at a meeting drops below the quorum and the question
141 of a lack of a quorum is raised, no business may thereafter be transacted. The members
142 present thereat shall have the power to adjourn the meeting from time to time and call an
143 additional meeting giving at least fifteen (15) days notice. At the additional meeting, the
144 members present in person or by proxy shall constitute a quorum.
145

146 **Section 4.7. Telephone Conference.** Members may participate in a meeting by
147 means of a telephone conference or similar communications equipment if all persons
148 participating in the meeting can hear each other at the same time. Participation in a
149 meeting by these means constitutes presence in person at the meeting.
150

151 **Section 4.8. Voting.** At every meeting of the members, each Class A member
152 shall have the right to cast one (1) vote on each question for each Class A membership
153 which he owns. The vote of the members representing fifty-one percent (51%) of the total
154 of the votes of the membership present at the meeting, in person or by proxy, calculated
155 as aforesaid, shall be necessary to decide any question brought before such meeting,
156 unless the question is one upon which, by the express provision of law or of the Articles
157 of Incorporation, or of the Declaration or of these Bylaws, a different vote is required, in
158 which case such express provision shall govern and control. The vote for any membership
159 which is owned by more than one person may be exercised by any of them present at any
160 meeting unless any objection or protest by any other owner of such membership is noted
161 at such meeting. In the event all of the co-owners of any membership who are present at
162 any meeting of the members are unable to agree on the manner in which the votes for
163 such membership shall be cast on any particular question, then such vote shall not be
164 counted for purposes of deciding that question. In the event any membership is owned by
165 a corporation, then the vote for any such membership shall be cast by a person designated
166 in a certificate signed by the President or any Vice President of such corporation and filed
167 with the Secretary of the Association, prior to or during the meeting. Any such certificate
168 shall remain valid until revoked or superseded in writing. The vote for any membership
169 which is owned by a trust or partnership may be exercised by any trustee or partner
170 thereof, as the case may be, and, unless any objection or protest by any other such trustee
171 or partner is noted at such meeting, the Chairman of such meeting shall have no duty to
172 inquire as to the authority of the person casting such vote or votes. No Class A member
173 shall be eligible to vote, either in person or by proxy, or to be elected to the Board of

174 Directors, who is shown on the books or management accounts of the Association to be
175 more than thirty (30) days delinquent in any payment due the Association.
176

177 **Section 4.9 Proxies.** A member may appoint any other member or the
178 Management Agent, if any, as his proxy. Any proxy must be in writing and must be filed
179 with the Secretary in form approved by the Board of Directors before the appointed time
180 of each meeting. Unless limited by its terms, any proxy shall continue until revoked by a
181 written notice of revocation filed with the Secretary or by the death of the member;
182 provided, however, that no proxy shall be effective for a period in excess of one hundred
183 eighty (180) days unless granted to a mortgagee or lessee of the Lot to which the votes are
184 appurtenant.
185

186 **Section 4.10. Action Without Meeting.** Any action required or permitted to be
187 taken at any annual or special meeting of the members may be taken without a meeting
188 if the required percentage of the members shall individually or collectively consent in writing
189 to such action and if such written consent or consents is filed with the minutes of the
190 proceedings of the members.
191

192 **Section 4.11. Order of Business.** The order of business at all regularly scheduled
193 meetings of the members shall be as follows:
194

- 195 A. Roll call and certificate of proxies.
- 196 B. Proof of notice of meeting or waiver of notice.
- 197 C. Reading and disposal of minutes of preceding meeting, if any.
- 198 D. Reports of officers, if any.
- 199 E. Reports of Committees, if any.
- 200 F. Election or appointment of inspectors of election.
- 201 G. Election of Directors.
- 202 H. Unfinished business.
- 203 I. New business.
- 204 J. Adjournment.
- 205

206 In the case of special meetings, items A through D shall be applicable and
207 thereafter the agenda shall consist of the items specified in the notice of the meeting.
208

209 **Section 4.12. Rules of Order and Procedure.** The rules of order and all other
210 matters of procedure at all annual and special meetings of the members shall be
211 determined by the Chairman of such meeting.
212

213 **Section 4.13. Inspectors of Election.** The Board of Directors may, in advance of
214 any annual or special meeting of the members appoint an uneven number of one or more
215 inspectors of election to act at the meeting and at any adjournment thereof. In the event
216 inspectors are not so appointed, the Chairman of any annual or special meeting of
217 members shall appoint such inspectors of election. Each inspector so appointed, before

entering upon the discharge of his duties, shall take and sign an oath faithfully to execute the duties of inspector of election at such meeting. The oath so taken shall be filed with the Secretary of the Association. No officer or Director of the Association, and no candidate for Director of the Association, shall act as an inspector of election at any meeting of the members if one of the purposes of such meeting is to elect Directors.

ARTICLE V

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 5.1. Number. The affairs of the Association shall be managed by a Board of Directors (sometimes referred to as the "Board"). The Board shall consist of not less than three (3) nor more than five (5) Directors elected by the membership.

Section 5.2. Term of Office. The initial terms of the Directors elected by the Class A members shall be fixed as follows: initially, the term of one Director shall be fixed at one (1) year, the term of one Director shall be fixed at two (2) years, and the term of the third Director shall be fixed at three (3) years. At the expiration of the initial term of office of each respective member of the Board of Directors, a successor shall be elected to serve for a term of three (3) years. Directors shall continue in office until their successors have been elected, unless a Director resigns, is removed, or becomes disqualified to be a Director.

The number of Directors may be increased or decreased by the members at an Annual Meeting. Increase in the number of Directors shall be accomplished to establish staggered terms. The number of Directors may be reduced by a vote of the members so long as an incumbent Director's term of office is not curtailed or extended.

At each subsequent annual meeting, the members shall elect a Director to each vacancy for a term of three (3) years.

Section 5.3. Removal. Any Director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. Any vacancy created by removal as aforesaid shall be filled by a vote of the remaining members of the Board of Directors and shall serve for the unexpired term of his predecessor.

Section 5.4. Compensation. Except as hereinafter set forth, no Director shall receive compensation for any service rendered to the Association. However, any Director may be reimbursed for actual expenses incurred in the performance of such Director's duties.

ARTICLE VI
NOMINATION, ELECTION AND MEETINGS OF DIRECTORS

Section 6.1. Nomination. Nomination for election to the Board of Directors may be made by a committee known as the "A Nominating Committee" or by solicitation for candidates from among all members by newsletter, mail or electronic mail as the Annotated Code of Maryland may permit. Nominations may also be made from the floor at the annual meeting by any member. 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 appointment 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 in its discretion determine, but not less than the number of vacancies that are to be filled. Nominations shall be made from among members.

Election materials prepared with funds of the Association shall list candidates in alphabetical order, and may not indicate a candidate preference.

Section 6.2. Election. Election to the Board of Directors shall be by secret written ballot. Shall only one person be nominated for an individual position, a motion may be entertained to permit election by acclamation. At each election, the members, or their proxies, may cast, in respect to each vacancy, one (1) vote. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

Section 6.3. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors, but at least two (2) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, telephone, facsimile, electronic mail or by any other electronic means, at least six (6) days prior to the date named for such meeting. Notice of all regularly scheduled meetings shall be provided to members at least yearly. All meetings of Directors and Committees shall be open to members unless expressly permitted to be a closed session in accordance with the Maryland Homeowners Association Act. __

Section 6.4. Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) days' notice to each Director, given personally or by mail, telephone, facsimile, electronic mail or by any other electronic means, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of any two (2) of the Directors.

Section 6.5. 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.

Section 6.6. Telephone Conference. Members of the Board of Directors or a committee may participate in a meeting by means of a telephone conference or similar communications equipment or means if all persons participating in the meeting can hear each other at the same time. Participation in a meeting by these means constitutes presence in person at the meeting.

Section 6.7. 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 a majority of such Directors. Such approval shall be filed with the minutes of the proceedings of the Board of Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

Section 6.8. Fidelity Bonds. The Board of Directors shall require that all officers, Directors, committee members and employees of the Association regularly handling or otherwise responsible for the funds of the Association shall furnish adequate fidelity bonds or equivalent insurance against acts of dishonesty. The premiums on such bonds or insurance shall be paid by the Association.

ARTICLE VII
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 7.1. Powers. The Board of Directors shall have the power to:

A. adopt and publish, and amend or delete rules and regulations governing the use of the Common Area, and the personal conduct of the members and their guests thereon, and architectural guidelines, and establish the penalties for the infraction thereof;

B. adopt and publish, and amend or delete such rules and regulations regarding the form and content of plans and specifications to be submitted for approval by the Covenant Committee and may publish such statements of policy, standards, guidelines and/or establish such criteria relative to architectural styles or details, or other matters, as it may consider necessary and appropriate and in the best interests of the members and the community;

C. adopt reasonable late fees for non-payment of assessments in accordance with the Maryland Homeowners Association Act, as amended from time to time;

345 D. suspend the voting rights and right to use of the Common Area and
346 any recreational facilities of a member during any period in which such member shall be
347 in default in the payment of any assessment levied by the Association. Such rights may
348 also be suspended after notice and hearing, for a period not to exceed sixty (60) days for
349 infraction of published rules and regulations;

350
351 E. exercise for the Association all powers, duties and authority vested in
352 or delegated to this Association and not reserved to the membership by other provisions
353 of the Association's governing documents;

354
355 F. appoint the members of the Covenant Committee and such other
356 Committees as the Board of Directors deems necessary or advisable;

357
358 G. employ a Management Agent, an independent contractor, or such
359 other employees as deemed necessary, and to prescribe their duties; and

360
361 H. impose reasonable fines for any infraction of the provisions of the
362 Articles of Incorporation, the Declaration or these Bylaws provided, however, that any
363 member against whom a fine may be imposed shall have first been given the right to a
364 hearing before the Board of Directors, as more fully provided in the Declaration.

365
366 I. adopt notice and participation provisions for meetings of the Board of
367 Directors and members of the Association to conform with newly enacted provisions of the
368 Annotated Code of Maryland enabling electronic presence and participation in a meeting.

369
370 **Section 7.2. Duties.** It shall be the duty of the Board of Directors to:

371
372 A. cause to be kept a complete record of all acts and corporate affairs
373 and to present a statement thereof to the members at the annual meeting of the members,
374 or at any special meeting when such statement is requested in writing by twenty-five
375 percent (25%) of the members who are entitled to vote;

376
377 B. supervise all officers, agents and employees of the Association, and
378 to see that their duties are properly performed;

379
380 C. as more fully provided in the Declaration, to:

381
382 (1) fix the amount of the general assessment against each Lot at
383 least thirty (30) days in advance of each assessment period;

384
385
386 (2) send written notice of each assessment to every Owner subject
387 thereto; and

388 (3) prepare, record and foreclose the lien against any property for
389 which assessments are not paid after due date or to bring an action at law against the
390 member personally obligated to pay the same.
391

392 D. issue, or cause an appropriate officer to issue, upon request by any
393 person, a certificate setting forth whether or not any assessment has been paid. A
394 reasonable charge may be made by the Board for the issuance of these certificates. A
395 properly executed certificate of the Association with the status of assessments on the Lots
396 shall be binding on the Association as of the date of its issuance;
397

398 E. procure and maintain adequate liability and hazard insurance on
399 property owned by the Association and such other insurance policies as the Board deems
400 necessary or advisable;
401

402 F. cause all officers or employees having fiscal responsibilities to be
403 bonded, as it may deem appropriate;
404

405 G. cause the Common Area to be maintained;
406

407 H. enforce the covenants and restrictions set forth in the Declaration;
408

409 I. cause an appropriate officer to file all documents, information, rules
410 and policies in the County Depository as established by the Maryland Homeowners
411 Association Act; and to prepare, file, and pay all taxes and other reports as required of a
412 Maryland corporation; and
413

414 J. otherwise perform or cause to be performed the functions and
415 obligations of the Board and the Association as provided for in the Articles of Incorporation,
416 the Declaration, or these Bylaws.
417

418 **Section 7.3. Management Agent.** The Board of Directors may employ for the
419 Association a professional Management Agent or manager at a rate of compensation
420 established by the Board of Directors to perform such duties and services as the Board of
421 Directors shall from time to time authorize in writing.
422

423 **ARTICLE VIII**

424 **OFFICERS**

425
426

427 **Section 8.1. Designation.** The principal officers of the Association shall be a
428 President, a Vice President, a Secretary and a Treasurer, all of whom shall be elected by
429 the Board of Directors. Except for the President, the officers of the Association need not
430 be members. The President and Vice President shall be elected from among the members

ARTICLE IX
LIABILITY AND INDEMNIFICATION OF OFFICERS, DIRECTORS
AND MEMBERS OF COMMITTEES:
INTERESTED DIRECTORS

Section 9.1. Liability and Indemnification of Officers, Directors and Members of Committees. The Association shall indemnify every person who is or was an officer or Director of the Association or the member of any Committee duly appointed by the Association's Board of Directors to the fullest extent permitted by Section 2-418 of Title 2, Corporations and Associations Article, Annotated Code of Maryland (1999 Repl. Vol.), as from time to time amended or superseded.

Section 9.2. Interested Directors. The Directors shall exercise their powers and duties in good faith and with a view to the interests of the Association. A contract or other transaction between the Association and any of its Directors, or between the Association and any corporation, firm or other entity in which any of its Directors is a director or has a material financial interest is not void or voidable solely because of the common directorship or interest, or because the Director is present at the meeting of the Board of Directors which authorizes, approves or ratifies the contract or transaction, or because the vote of the Director was counted for the authorization, approval or ratification of the contract or transaction, if any of the following conditions exist:

A. the fact of the common directorship or interest is disclosed or known to the Board of Directors and the Board of Directors authorizes, approves or ratifies the contract or transaction by the affirmative vote of a majority of disinterested Directors, even if the disinterested Directors constitute less than a quorum; or

B. the fact of the common directorship or interest is disclosed or known to the members of the Association entitled to vote, and the contract or transaction is authorized, approved or ratified by a majority of the votes cast by the members entitled to vote other than the vote of the interested Director or corporation, firm or other entity; or

C. the contract or transaction is fair and reasonable to the Association at the time it was authorized, approved or ratified.

Common or interested Directors or the votes which they are entitled to cast or which are entitled to be cast by an interested corporation, firm or other entity, may be counted in determining the presence of a quorum at a meeting of the Board of Directors or at a meeting of the members, as the circumstances may require, at which the contract or transaction is authorized, approved or ratified. If a contract or transaction is not authorized, approved or ratified in the manner provided for in subparagraphs A or B of this paragraph, the person asserting the validity of the contract or transaction bears the burden of proving that the contract or transaction was fair and reasonable to the Association at the time it was authorized, approved or ratified.

519 **ARTICLE X**
520 **COMMITTEES**
521

522 The Board of Directors of the Association may appoint a Covenant Committee, as
523 provided in the Declaration, and shall appoint a Nominating Committee, as provided in
524 these Bylaws. In addition, the Board of Directors shall appoint other Committees as it
525 deems appropriate in carrying out its purposes.
526

527
528 **ARTICLE XI**
529 **INSURANCE**
530

531 **Section 11.1. Insurance.** The Board of Directors of the Association shall obtain
532 and maintain, to the extent reasonably available, at least the following:
533

534 A. casualty or physical damage insurance in an amount equal to the full
535 replacement value (i.e., 100% "replacement cost" exclusive of land, foundation and
536 excavation) of the Common Area (including fixtures and building service equipment and
537 the like) with an "Agreed Amount Endorsement" or its equivalent, a "Demolition
538 Endorsement" or its equivalent, and "Increased Cost of Construction Endorsement" or its
539 equivalent, an Inflation Guard Endorsement", or its equivalent, if available, and "Contingent
540 Liability from Operation of Building Laws Endorsement" or its equivalent, without deduction
541 or allowance for depreciation, as determined annually by the Board of Directors with the
542 assistance of the insurance company affording such coverage, such coverage to afford
543 protection against at least:
544

- 545 (i) loss or damage by fire and other perils covered by the standard
546 extended coverage endorsement; and
547
548 (ii) such other risks as shall customarily be covered by the
549 standard "all-risk" endorsement and such other risks as shall
550 customarily be covered with respect to projects similar in
551 construction, location and use, including, but not limited to,
552 debris removal, cost of demolition, vandalism, malicious
553 mischief, windstorm, water damage, boiler and machinery
554 explosion or damage, and such other insurance as the Board
555 of Directors may from time to time determine; and
556

557 B. A comprehensive policy of public liability insurance with a "Severability
558 of Interest Endorsement" or its equivalent in such amount and in such forms as may be
559 considered appropriate by the Board of Directors (but not less than One Million and * * *
560 No/100 Dollars (\$1,000,000.00) for bodily injury and property damage arising out of a
561 single occurrence. Coverage under this policy shall include, without limitation, legal liability
562 of the insured for property damage, bodily injuries and deaths of persons in connection

with the operation and maintenance or use of the Common Areas, and legal liability arising out of lawsuits related to employment contracts in which the Association is a party. Such insurance policy shall contain a severability of interest" clause or endorsement which shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Association or other Owners. Such policies must provide that they may not be cancelled or substantially modified by any party, without at least ten (10) days' prior written notice to the Association; and

C. workmen's compensation insurance to the extent necessary to comply with any applicable law; and

D. a "Directors and Officers Liability Policy", or its equivalent, affording protection for the officers and Directors of the Association and members of any duly authorized Committee for expenses and fees incurred by any of them in defending any suit or settling any claim, judgment or cause of action to which any such officer or Director shall have been made a party by reason of his services as such; and

E. such other policies of insurance, including insurance for other risks of a similar or dissimilar nature and fidelity coverage as required by these Bylaws, as are or shall hereafter be considered appropriate by the Board of Directors.

Section 11.2. Fidelity Bonds. The Board of Directors shall maintain adequate fidelity coverage to protect against dishonest acts on the part of officers and Directors of the Association, and duly authorized Committees and volunteers for the Association and such employees and agents of the Association who handle or are responsible for the handling of funds of the Association. Where the Association has delegated some or all of the responsibility for the handling of funds to a Management Agent, such Management Agent shall be covered by its own fidelity bond. Such fidelity coverage shall meet at least the following requirements:

A. all such fidelity bonds and policies of insurance shall name the Association as obligee or named insured, as the circumstances may require; and

B. all such fidelity bonds and policies of insurance shall contain waivers of any defense based upon the exclusion of volunteers and other persons who serve without compensation from any definition of "employee" or similar expression; and

C. all such fidelity bonds and insurance shall provide that they may not be canceled or substantially modified (including cancellation for non-payment of premium) without at least thirty (30) days' prior written notice to any and all obligees and insureds named thereon and to any mortgagee of any Lot who requests such notice in writing.

Section 11.3. Limitations. Any insurance obtained pursuant to the requirements of this Article shall be subject to the following provisions to the extent reasonably available:

607 A. all policies shall be written or reinsured with a company or companies
608 licensed and/or authorized to do business in the State of Maryland and holding a general
609 policyholder's rating of Class B or better and a current financial rating of Class VI or better
610 in the current edition of Best's Insurance Reports and hazard insurance policies are also
611 acceptable from any insurance carrier which has a financial rating by Best's Insurance
612 Reporting of Class V, provided it has a general policy holder's rating of at least AA"; and
613

614 B. exclusive authority to negotiate losses under said policies shall be
615 vested in the Board of Directors of the Association, or its authorized representative; and
616

617 C. in no event shall the insurance coverage obtained and maintained
618 pursuant to the requirements of this Article be brought into contribution with insurance
619 purchased by the Owners of the Lots or their mortgagees, as herein permitted, and any "no
620 other insurance" or similar clause in any policy obtained by the Association pursuant to the
621 requirements of this Article shall exclude such policies from consideration; and
622

623 D. such policies shall contain no provision relieving the insurer from
624 liability because of loss occurring while the hazard is increased, whether or not within the
625 control or knowledge of the Board of Directors and shall contain no provision relieving the
626 insurer from liability by reason of any breach of warranty or condition caused by the Board
627 of Directors or any members of the Association, or any of their respective agents,
628 employees, tenants, Mortgagees or invitees or by reason of any act of neglect or
629 negligence on the part of any of them; and
630

631 E. all policies shall provide that such policies may not be surrendered,
632 canceled or substantially modified (including cancellation for non-payment of premium)
633 without at least thirty (30) days prior written notice to any and all insureds named therein,
634 including any mortgagee of any Lot who requests such notice in writing; and
635

636 F. all policies of casualty insurance shall provide that, notwithstanding
637 any provisions thereof which give the carrier the right to elect to restore damage in lieu of
638 making a cash settlement, such option shall not be exercisable without the prior written
639 approval of the Board of Directors or when in conflict with the provisions of these Bylaws
640 or the provisions of the Declaration; and
641

642 G. all policies shall contain a waiver of subrogation by the insurer as to
643 any and all claims against the Association, the Board of Directors, the members of the
644 Association and their respective agents, employees or tenants, and of any defenses based
645 upon coinsurance or invalidity arising from the acts of the insured.
646

647 **ARTICLE XII**
648 **CASUALTY DAMAGE - RECONSTRUCTION OR REPAIR**
649

650 **Section 12.1. Use of Insurance Proceeds.** In the event of substantial damage
651 or destruction to the Common Area by fire, or other casualty, the same shall be promptly
652 repaired, replaced or reconstructed in substantial conformity with the original plans and
653 specifications for the Common Area with the proceeds of insurance available for that
654 purpose, if any. The Association shall not use the proceeds of casualty insurance received
655 as a result of damage or destruction of the Common Area for purposes other than the
656 repair, replacement or reconstruction of the Common Area without the prior written consent
657 and approval of the holders of all first mortgages of record on the Lots.
658

659 **Section 12.2. Proceeds Insufficient.** In the event that the proceeds of insurance
660 are not sufficient to repair damage or destruction of the Common Area caused by fire or
661 other casualty, or in the event such damage or destruction is caused by any casualty not
662 insured against, then and in either of those events, upon resolution of the Board of
663 Directors, the repair, replacement or reconstruction of the damage shall be accomplished
664 promptly by the Association at its common expense.
665

666
667 **ARTICLE XIII**
668 **FISCAL MANAGEMENT**
669

670 **Section 13.1. Fiscal Year.** The fiscal year of the Association shall begin on the
671 first day of January every year. The commencement date of the fiscal year herein
672 established shall be subject to change by the Board of Directors should the practice of the
673 Association subsequently dictate.
674

675 **Section 13.2. Principal Office and Resident Agent - Change of Same.** The
676 principal office of the Association and the Resident Agent shall be as set forth in the
677 Articles of Incorporation and all subsequent filings with the Maryland Department of
678 Assessment and Taxation. The Board of Directors, by appropriate resolution filed with the
679 State, shall have the authority to change the location of the principal office or the resident
680 agent of the Association from time to time.
681

682 **Section 13.3. Books and Accounts.** Books and accounts of the Association shall
683 be kept under the direction of the Treasurer in accordance with generally accepted
684 accounting practices, consistently applied. The same shall include books with detailed
685 accounts, in chronological order, of receipts and of the expenditures and other transactions
686 of the Association and its administration and shall specify the maintenance and repair
687 expenses of the Common Area, services required or provided with respect to the same and
688 any other expenses incurred by the Association. The amount of any assessment or portion
689 of any assessment required for payment of any capital expenditures or reserves of the

Association shall be credited upon the books of the Association to the "Paid-in-Surplus" account as a capital contribution by the members.

Section 13.4. Financial Reports. The Association shall furnish the members and any Mortgagee requesting the same with an annual financial statement, including the income and disbursements of the Association, within one hundred eighty (180) days following the end of each fiscal year.

Section 13.5. Audit. The books and accounts of the Association are not required to be audited on an annual basis. An audit may be proposed by the Board of Directors of the Association or by a petition signed by at least twenty-five percent (25%) of the total votes of the members, which petition shall be delivered to the Secretary. A request for an audit shall accompany the notice of any annual or special meeting of the members at which such proposed audit is to be considered and voted upon. Twenty five percent (25%) of the total votes of the membership present at the meeting, in person or by proxy, shall be necessary to determine if the Association's books will be audited. The expense of the audit shall be passed on to the members as part of the general assessment.

Section 13.6. Inspection of Books. The books and accounts of the Association, vouchers accrediting the entries made thereupon, and all other records maintained by the Association, shall be available for examination by the members and their duly authorized agents or attorneys, and to the institutional holder of any first mortgage on any Lot and its duly authorized agents or attorneys. Such records shall be maintained at the principal office or another place designated by the Board of Directors and shall be made available, during normal business hours and for purposes reasonably related to their respective interests and after reasonable notice.

Section 13.7. Seal. The Board of Directors may provide a suitable corporate seal containing the name of the Association, which seal shall be in the charge of the Secretary. If so directed by the Board of Directors, a duplicate seal may be kept and used by the Treasurer or any assistant secretary or assistant treasurer.

ARTICLE XIV **AMENDMENT**

Section 14.1. Amendments. Subject to the other limitations set forth in these Bylaws or the Declaration, these Bylaws may be amended by the affirmative vote or written consent of members representing a majority of the then members of record.

Section 14.2. Proposal of Amendments. Amendments to these Bylaws may be proposed by the Board of Directors of the Association or by petition signed by at least twenty-five percent (25%) of the total votes of the members, which petition shall be delivered to the Secretary. A description of any proposed amendment shall accompany

the notice of any annual or special meeting of the members at which such proposed amendment is to be considered and voted upon.

ARTICLE XV **INTERPRETATION - MISCELLANEOUS**

Section 15.1. Conflict. These Bylaws are subordinate and subject to all provisions of the Declaration and to the provisions of the Articles of Incorporation of the Association. All of the terms hereof, except where clearly repugnant to the context, shall have the same meaning as they are defined to have in the Declaration. In the event of any conflict between these Bylaws and the Declaration, the provisions of the Declaration shall control; and in the event of any conflict between these Bylaws and the Articles of Incorporation of the Association, the provisions of the Articles of Incorporation shall control. In the event of any conflict between the provisions of the Declaration and the Articles of Incorporation of the Association, the provisions of the Declaration shall control.

Section 15.2. Notices. At least one (1) form of all notices called for herein shall be given in writing. Any newsletter promulgated by the Association shall constitute such a writing.

Section 15.3. Severability. In the event any provision or provisions of these Bylaws shall be determined to be invalid, void or unenforceable, such determination shall not render invalid, void or unenforceable any other provisions hereof which can be given effect.

Section 15.4. Waiver. No restriction, condition, obligation or provisions of these Bylaws shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same.

Section 15.5. Captions. The captions contained in these Bylaws are for convenience only and are not a part of these Bylaws and are not intended in any way to limit or enlarge the terms and provisions of these Bylaws or to aid in the construction thereof.

Section 15.6. Gender, etc. Whenever in these Bylaws the context so requires, the singular number shall include the plural and the converse, and the use of any gender shall be deemed to include all genders.

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*TRENT HALL HOMEOWNERS
ASSOCIATION, INC.*

DESIGN REVIEW GUIDELINES
FOR
TRENT HALL

DRAFT PRESENTED: 10/1/02

APPROVED: 10/___/02

DESIGN REVIEW GUIDELINES FOR TRENT HALL

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I. INTRODUCTION

When property owners purchase lots in Trent Hall, it is with the understanding that certain Covenants, Conditions and Restrictions were placed upon the Community to insure high standards of architecture and site planning that would create a harmonious environment. While Colonial period style is specifically endorsed, the primary objective of the Covenants was to create a Community that would be homogeneous in feeling but free from discordant architecture and inappropriate site planning.

According to Article VII, Section 1 of the Declaration of Covenants, Conditions and Restrictions, the Board of Directors may appoint a Covenants Committee (CC) to review plans, specifications, and proposed improvements of property owners according to carefully prepared guidelines and to approve or disapprove such plans prior to the start of construction.

Article X of the ByLaws allows the Board to appoint Committees. It is with that authority that the President, under the direction of the Board of Directors, has appointed a volunteer group of property owners to serve as the "Covenant Committee." Their first task has been to formulate a set of Guidelines under which all improvements and new construction of homes are to be evaluated.

Whenever used in the following Design Review Guidelines, the term "Improvements" shall have the same meaning as in the Declaration of Covenants, i.e., all construction or improvements of any kind including, but not limited to, any landscaping, grading, building, fence, wall, garage, greenhouse, bathhouse, awning, deck, gazebo, swimming pool, tennis court, driveway, walkway, swing set, flag pole, basketball backboard or structure of any kind. "Improvements" include all personal property which are visible from public streets, lots or open spaces. "Site Improvements" shall mean all improvements on a Lot other than the residence.

The intent of the Guidelines is to inform the Lot Owners of the opportunities, constraints, and requirements involved in the design, construction and maintenance of their home in Trent Hall. The goal is to stimulate sound and creative individual architecture and site planning that will complement the existing natural features of each home site while creating a harmonious community of lasting value that is compatible with the environment.

Design standards related to architectural, site improvements and landscaping features are set forth for initial improvements, as well as standards relating to subsequent alterations or additions to and maintenance of Lots and Improvements. Standards have also been set forth with respect to construction activity in order to insure that established residences will not be negatively affected by construction elsewhere in Trent Hall.

These Design Review Guidelines have been created and made available to all Lot Owners in order to aid them and their consultants to plan Improvements in such a way as to have their plans processed as expeditiously as possible by the Committee.

The Board of Directors and/or the Covenant Committee retains the right to modify the Guidelines or add to them periodically, to grant exceptions, or to enforce more stringent standards, all as it deems appropriate. Whether addressed in the Guidelines or not, the CC reserves the right to accept or reject the design, construction activity, or maintenance of any Improvement, in its sole discretion.

II. DESIGN STANDARDS

A. Architecture:

The primary design objective is that the community be compatible and harmonious with its natural surroundings. Architecture and forms should blend in to form a harmonious community. To achieve this continuity of community as much emphasis should be placed on siting, massing, and visual harmony with its surroundings as on the architecture itself. The house and site should appear as a natural extension of the surrounding environment.

 Colonial architectural style is required; individual expression is encouraged as long as the massing, shape, detailing, materials, and colors are compatible to the visual harmony and continuity of the community.

Certain elements of the buildings can provide a common tie that will promote this visual continuity and these elements in particular will be reviewed closely by the Covenant Committee. Some of these elements are:

1. Foundations: Exposed foundations are to be kept to a minimum and should be appropriate to the architecture of the house. If site conditions call for large areas of exposed foundation, it is required that the house siding or brick or stone be continued to grade. Finished first floor elevations should be a maximum of three feet above the finished grade at the front of the house. Exposed foundations must be covered with brick, stucco, or stone to grade.
2. Exterior Walls: Generally, natural materials -- indigenous to the architecture of the area are preferred. All wood is to be painted or stained in an approved color. Wood that is not painted or stained and left to weather naturally, such as cedar shingles, may be considered an acceptable material. Brick is preferred as an exterior material with the following conditions:

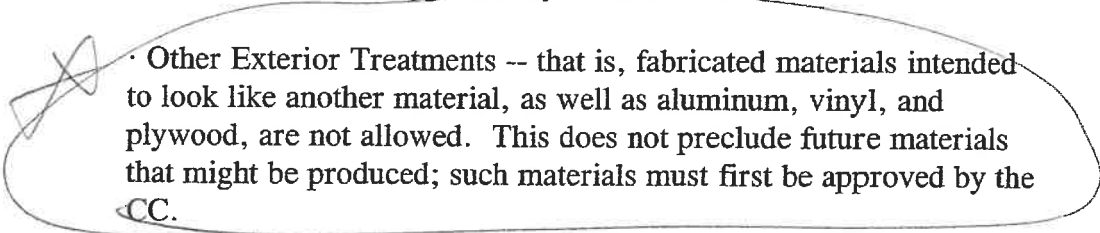
- Brick may be painted or unpainted in a color that must be approved by the CC.

- Brick is also allowed as an accessory material (i.e., chimneys, retaining walls, etc.) if it is painted in a color approved by the CC. If unpainted brick is used, the color of the brick must be compatible with the rest of the house, in the sole discretion of the Covenant Committee.

- Brick sizes shall be in scale to the structure; no "jumbo" brick is allowed.

- Stucco, "Dryvit", "STO" or other similar material are allowed if in a color approved by the CC.

- Native stone is allowed as a building or trim material in earth-tone colors as approved by the CC.



- Other Exterior Treatments -- that is, fabricated materials intended to look like another material, as well as aluminum, vinyl, and plywood, are not allowed. This does not preclude future materials that might be produced; such materials must first be approved by the CC.

3. Wall Openings: Windows and doors, greenhouse elements used as large "windows", louvers and vents must be compatible to the architectural style or period of the house. Wood or vinyl wrapped wood, anodized or baked enamel, or aluminum are all acceptable if in appropriate colors that are the same or compatible to the exterior finish material. Fixed glass used to provide "picture windows" or passive solar heating must be carefully integrated into the overall design. Tinted glass in such panels is acceptable in colors that relate to other finish materials, but reflective glass is prohibited. Glass block will be considered on a case by case basis. Styles and samples of glass block are to be submitted with an application. Storm windows must be painted to match window trim.

4. Roofs: Roofing -- its shape, massing, material and color -- is a critical element in any attempt to visually tie together various architectural styles. Therefore, a minimum roof pitch on the dominant portion of the roof of 6 in 12 (6 inch rise in 12 inch run) is required. Overhangs, where appropriate, can help the total design effect and are encouraged. Vent pipes piercing the roof must be painted to match the roof color. If gutters and downspouts are employed to carry off roof rain water, they must be "painted out" to match in color the elements to which they are attached (fascia, siding or trim guard). Skylights, solar panels, dormers and roof "cut outs" are elements that can affect the roofing appearance in drastic ways and will be reviewed by the CC on an individual basis.

Several roof types are acceptable:

- Wood shakes or wood shingles. These roofs can be left to weather naturally.
- Heavy weight composition shingles. Heavy weight composition shingles can be used if they have a random cut textured effect, i.e. timberline type shingle. The color of these shingles must be black, or shades of black. The CC will consider both the color and appearance of composition shingle samples submitted by Lot Owners.
- Slate roofs. Slate roofs are acceptable.

5. Chimney: Both the massing and materials are important to chimney design, and both must be compatible with the design of the house. If metal flues for heating or fireplaces are used, they must be encased in appropriate housings. Where metal is exposed at the chimney cap, it must be painted to blend with the chimney housing or the roofing. Brick chimneys must be painted in one of the approved colors or unpainted brick must fall within the approved color range.

6. Exterior Colors: As with roofing, exterior colors offer another medium to tie together various architectural styles. Accordingly, a range of natural colors is recommended for use. The range of colors is broad enough to offer variety, yet all are compatible with one another. The use of an accent color for trim and special areas such as a front door is acceptable if the accent color is harmonious with the overall pre-selected palette. The final decision on accent colors submitted by a Lot Owner shall be made by the CC.

7. Outbuildings and Structures: Construction outside of the house itself can add or detract from the total design impression considerable. It is imperative to anticipate the need for such structures so that they may be planned for in the initial design stages. Construction of garages, gazebos, decks, trellises, pools, patios, etc. must be carefully integrated with the building architecture and the landscape design. They must also be carefully planned in relationship to adjoining properties in order not to create a negative impact on them. Accessory structures should be contained within the building envelope as shown on the Site Design Plan.
8. Housing Appurtenances: All housing appurtenances such as air conditioning compressors, oil tanks, propane gas tanks and trash can storage areas, shall not be in the front of the house and must be adequately screened from the road and from the neighbors' view. Screening shall be by landscaping which is preferred, but wood fencing will be considered with low plantings around it.
9. Solar Heating Panels: Solar heating panels are allowed if they fit into the architecture of the house. No free-standing roof panels not integral with the design of the roof will be allowed where visible from the public street.
10. House Size: The minimum size of any house must be as follows:
 - Square footage shall include heated space (not including garages or basements):
 - Two-story Houses 2,800 sq. ft.
 - No houses over three stories are allowed.
11. Garages: A 400 sq. ft., two-car garage is a required minimum. Garages must have doors. Additional off-street parking spaces as required to accommodate guest parking should be located along the driveway.

B. Site Improvements

1. Site Design Plans: Site Design Plans must be submitted for each Lot. These plans must be prepared by a registered surveyor, landscape architect or engineer. Following are explanations of some of the items to be included on this Plan.
 - a. Building Envelopes--as the engineer prepares the site plan, the relationship of the house to the street and neighboring sites is of

primary importance when locating each house to maximize privacy and views. To achieve the best views from each Lot; to provide a varied visual composition along the street; and to utilize the existing trees and topography to the greatest advantage, consideration should be given as to how each house location would effect the views from adjacent Lots and streets, solar orientation, required setbacks, and other existing site considerations. These building envelopes should be created larger than most house designs will require. Houses, out-buildings and other appurtenant structures must be sited within the building envelopes. By staying within the building envelopes, views from each site and from the public streets will be preserved.

- b. Setbacks--in determining the building envelope, the following setback criteria was used. Houses must be set back from the street right-of-way a minimum of 75' as shown on each Lot's Site Design Plan and on the Record Plats. Side yards have a required minimum setback of 30' and the rear yard minimum requirement is 60'.
 - c. All applicable state and local codes must be followed and all permits must be obtained by the lot owner.
2. House Orientation: Orientation must take into consideration existing and future houses adjacent to the building site.
 3. Driveways: Driveways should be located to minimize disruption of the natural landscape and interference with natural site drainage. Drives should be graded so as to reduce their visibility from the street.

- Circle drives are not allowed. One access point to the County road will be allowed per lot.

- All driveways must be surfaced with concrete.

Where culverts are required to cross the defined swales within the lot itself, pressure treated wood timbers must be placed to transition the grades at the ends of the pipe in accordance with the detail in the Design Appendix. Adequate turning radii should be provided on the driveways. Reflective posts defining entrances or limits of surfacing will be permitted on a temporary basis for snow plowing. Culverts adjacent to the County road must be finished with concrete end pipes. Ground level reflectors to define driveway edges are allowed.

4. Pools, Tennis Courts, Decks and Other Amenities: Swimming pools, patios, wood decks, tennis courts, and other outdoor amenities should be

located on the private side (rear) of the home. Pool houses and gazebos will be reviewed on a case by case basis. Such exceptions will be granted at the discretion of the CC. Sheds or outdoor storage sheds of any type are prohibited. Above-ground pools are prohibited.

5. Lawn Ornaments: Lawn ornaments, painted rocks and shells along driveways, etc. are not allowed.
6. Existing Vegetation: No major trees (over 4" diameter at a point 4' above grade) may be removed from the site without the approval of the CC. Wooded lots should have limit of disturbance marked on the site plan.
7. Fencing: Fencing is generally one of three types, property line, part of the house, or screening.
 - a. Property line fences are restricted to the rear or side yard only and extend forward on a Lot no more than one-half the depth of such Lot. Property line fences, or fences meant to delineate specific areas, should be either split rail natural wood fences or horizontal board fences. Horizontal board fences should typically have a four board configuration, be no higher than 60" and must be unfinished, unpainted, natural wood. Horizontal board fences shall have the boards placed on the outside of the posts. Three-rail, split-rail fences shall be no higher than 48." If property line fences serve also to contain pets or small children, black or green square or rectangular mesh wire may be stapled to the property owner's side--approval by the CC must be obtained in advance.
 - b. Fences that are part of the house will be considered as architectural elements thereof. As part of the house, these fences should be in a material and color compatible with the exterior of the house itself.
 - c. Screening fences which are separate from the house should blend into the surroundings. No chain link or stockade fencing is permitted, except that black or green vinyl link fencing can be used for tennis courts. Decorative fences will be considered on a case by case basis.
8. Exterior Lighting: All houses are encouraged to have a light in front of the house in addition to the porch lighting. Flood lighting attached to the house itself is not prohibited, but location, direction and intensity should not infringe on the privacy of adjacent homes. If outside lighting is desired, exterior recessed fixtures may be used in soffits to achieve a subtle light level on the residence. If outdoor illumination is desired for security and

evening use of the grounds, such lighting should be placed away from the house and located in such a manner as not to intrude on neighboring properties. Such lighting should have a concealed light source and be integrated with planting. The use of high pressure sodium lamps or other lamps that are not "white" in color are prohibited. All exterior lighting plans must be approved by the CC prior to installation.

9. Mailboxes and House Identification: Mailboxes and House numbers will be the same type as currently in use, as provided by the Declarant. For security, placement of the resident's name on the mailbox is discouraged.

C. Landscaping

1. General Character: The landscaping of each home should enhance the community.

Careful use of plant material, in coordination with the siting of the homes, will retain the open, natural appearance of the property and will provide privacy in the areas where it is necessary and desired. Care should be taken in placing trees and shrubs so that neighbors' views are not obstructed. Selective use of trees can enhance harsh elevations.

Emphasis should be placed on landscaping adjacent to the house. Cutting and vegetable gardens, if approved, should be naturally screened and placed in unobstructive locations in the rear yard.

Foundation planting--consideration should be given to scale of plantings versus scale of the structure.

All plant material, including shade trees, evergreen trees, shrubs, and ground covers should be clustered in natural groupings rather than sprinkled around the site. Clustering of plant material provides greater contrast between grassed open areas and landscaped zones and between sunny and shaded areas. Natural groupings of plants echo the character of the site's undisturbed vegetation and heighten the impact of flowering trees and shrubs.

2. Plant Materials: In selecting plants, consideration must be given to specific site conditions (drainage, orientation, exposure, etc.) as well as to the purpose and intended effect of the planting.
3. Plan Preparation: A formal, scaled landscape plan must be submitted to the Covenants Committee no later than three months after the completion date of the structure. Landscape plan is considered to be for planting locations and proposed tree and shrub locations and site lighting.

Designated portion of the planting must be completed within six months from the date of approval of the plan. Grass is an important part of the landscaping and achieving a healthy lawn should be aggressively pursued.

4. Minimum sizes of plant material:

Minimum tree sizes for primary site planting at installation are:

	<u>Height</u>	<u>Caliper</u>
Shade trees	8' - 10'	2"
Flowering trees	6' - 8'	1 1/2"
Evergreen trees	4' - 6'	

5. Earth Berming: Considerable landscape interest may be obtained with earth berming -- a relatively simple and inexpensive process. Berms may be utilized to focus views or to provide privacy as well as to aid in screening such things as driveways or parking areas. A berm must flow gracefully and be an extension of the adjoining land and plant material, not an element unto itself. Slopes on Berms shall not exceed 3:1.
6. Lawn Areas: Since a large portion of the property is expected to ultimately be covered with grass, uniform maintenance and species of grass is critical to the continuity of the community. Improved selections of Kentucky 31 such as "Falcon" Fescue or "Hound Dog" Fescue are the recommended grasses.

III. THE DESIGN REVIEW AND APPROVAL PROCESS

A. Explanation of the Process:

The Covenant Committee is authorized to establish a design review and approval process to enable it to consider applications for approval of plans and specifications for all Improvements proposed. Whenever a Lot Owner proposes initial Improvement or additions, or changes or alterations to or movement of any existing Improvements, such Lot Owner must follow this process and obtain the final approval of the Covenant Committee.

No Site work, material deliveries, construction or any other activity may begin without first obtaining written final approval from the Covenant Committee. All normal procedures and permits required by Prince George's County must be obtained and followed.

Submittal to the CC may be made at any time and must be accompanied by the appropriate Review Board Form completed in full. All submittal requirements must be completed or the CC will not review a submittal. The CC has the absolute right to accept or reject any submittal.

The design review and approval process consists of the following steps:

- 1) Review and approval of a sketch plan can be reviewed separately if owner wishes this review (site plans, construction plans & landscaping).
- 2) Review and approval of final plans--site plans, construction plans (landscaping plans can be reviewed separately).
- 3) Issuance of Certificate of Compliance. If an owner requests the CC to review a sketch plan, the CC will do so to assist the owner prior to completion of Final Plans. Formal review and approval will only be done by the CC when final plans are submitted.

B. Final Design Review and Approval

For Final Design Review, the Lot Owner must submit fully executed Final Design Review forms and duplicate final plans and specifications. The Final Plans should be blue or black line drawing, professionally drawn, and contain at a minimum the information listed below. Preliminary sketches "marked up" to show changes from the Preliminary Sketch Review will not be accepted. The final submission should be completed and in as much detail as possible. Should additional information be required, the CC will request this information. All submissions must, at a minimum, contain the following:

1. Final Design Review Form: The Final Design Review Form (See Design Review Forms) must be completed in duplicate by the Lot Owner or the Authorized Agent. The completed forms must be signed and dated by the Lot Owner or his Authorized Agent.
2. Dimensioned Site Plan: The final site plan must be at 1" = 50' or larger and contain the same information as the preliminary site plan, including any approved changes. The final site plan must incorporate a drainage and grading plan for the Lot and show elevations at lot corners, house corners, and proposed finished floor elevations. Plans must also show the location of exterior lighting with fixture catalog cuts, location and detail of walks, fences, pools, decks, patios, play structures, etc. Location and detail of screening for HVAC units, electric transformers and meters, as required, must be shown on the plan. A statement should be included stating the lowest floor elevation.

3. Landscape Plan: Landscape plans drawn no less than 1 inch = 50 feet scale must show all existing vegetation to be saved or removed and all new planting material, identified as to botanical and common names and size at installation.
4. Color Samples: Proposed colors of all exterior materials must be shown on the plans. Roofing, trim and accent colors, and other items are encouraged to be submitted in sample form.
5. Floor Plans: Floor plans drawn at no less than 1/8 inch = 1 foot scale must contain all information necessary for construction.
6. Elevations: Elevation drawings at no less than 1/8 inch = 1 foot scale shall accurately represent the view of all sides of the house. Floor elevations must be delineated and existing and proposed grade levels must be shown. All exterior materials must be labeled as to color.
7. Building Sections: Drawn at no less than 1/8 inch = 1 foot scale, building sections must be provided for clarification of the relationship of floors to proposed grade.
8. Construction Details: Detail drawings at a scale sufficient to convey intent shall be provided for exterior trim; windows and exterior doors; exterior walls, fences or screens; rails; decks and screen porches; patio walls and any other special treatments or features.
9. Specifications: A full set of specifications for all exterior materials, including landscaping, must be submitted defining the quality of all work and materials. These specifications may be placed on drawings where appropriate.
10. Other: A complete description of any part of the Improvements not fully presented or described elsewhere in the submission. *Note*: The Covenant Committee has the right to demolish or correct any non-approved Improvements at the expense of the Lot Owner.

Upon receipt of all required documents, including a Final Design Review Form, the Covenant Committee shall complete its review of the project. If the Covenant Committee fails to grant Final Design Approval of a submission, it may suggest items to be corrected or re-submitted. When the CC grants Final Design Approval, the Final Design Review Form will be signed by the Committee and two sets of working drawings will be stamped as approved. The signed Final Design Review Form together with one set of stamped drawings (one set will be kept by the CC) will be sent to the Lot Owner. Construction must commence within 12

months or the project must be re-submitted for approval. CC will complete its review within sixty (60) days from receipt of the plans.

C. Construction Application and Posting of Performance Deposit

Prior to the commencement of construction, the delivery of materials, or any other work on the Lot, a Construction Application, Deposit and Agreement Form (See Design Review Forms) must be executed by the Lot Owner and the CC. This form, which is to be submitted by the Lot Owner, will be signed by the CC after the following requirements have been met:

- 1) satisfactory completion of the Design Review and Approval Process; and
- 2) the posting of a Performance Deposit of \$500.00 with the Covenant Committee. This deposit will be returned when the Certificate of Compliance is issued.

New home construction and any changes estimated to cost more than \$5,000.00 will be subject to this \$500.00 deposit.

Once a Construction Application, Deposit and Agreement Form have been approved and signed by the CC, construction can commence.

D. Issuance of Certificate of Compliance

Upon completion of all Improvements, the Lot Owner may request that a Certificate of Compliance (See Design Review Forms) be issued. This Certificate is to be signed by the Lot Owner or his Authorized Agent. Following a satisfactory final walk-through inspection of the completed work by the CC representative, the Certificate of Compliance will be signed by the CC. This will verify that the Improvements have been completed in accordance with the plans and specifications approved by the CC. If the walk-through is not satisfactory, comments concerning same will be given to the Lot Owner by the CC and the Certificate of Compliance will not be signed by the CC until all corrective action has taken place. Upon satisfactory completion of all work and issuance of a Certificate of Compliance, the remaining balance of the Performance Deposit will be returned to the Lot Owner.

IV. CONSTRUCTION ACTIVITY STANDARDS

A. Prior to Commencement of Construction

If the Lot Owner desires to erect a sign on the construction site, it must be constructed and erected as specified by these Guidelines. No other signs shall be placed

on the job site. The job site sign must be erected no closer than 25' to the edge of the street. Building permits may be posted on the rear of the sign. At no time shall a sign or permit be nailed to any tree. No additional signs shall be displayed on construction sites. No signs are to be erected before a Final Design Approval Form is signed by the Covenant Committee.

In summary, the following steps must be completed before construction may begin:

1. Complete Design Review and Approval Forms and submit to Covenant Committee.
2. Receive approval from CC.
3. Obtain Prince George's County Building Permit and others if required.

Before construction begins, the builder should also confirm the location of all utilities and protect same from any damages.

B. Requirements During Construction

During the course of construction, the Lot Owner will be responsible for observance of the following construction activity standards of Trent Hall.

1. All trees and areas of significant vegetation to be preserved shall be surrounded with protective fencing placed beyond the tree's root zone. Vehicles, construction materials, and other activity shall be kept outside of these fenced areas.
2. Building sites shall be maintained in a clean and neat condition; scrap materials shall be picked up on a daily basis.
3. A small trash container is to be provided by the Lot Owner for the use of depositing used food containers and other small trash.
4. A large trash container is to be provided by the Lot Owner for scrap material, building debris and other bulk trash items. The overflow or spillage around these containers is to be picked up daily. If a trash collection hauling service is used in lieu of trash container service, provision for a temporary trash storage bin must be made on the site. Pick up of stored trash other than construction materials must be made at least once a week.

5. Care should be taken when loading trucks hauling trash so as not to have it spill over while in transit. Owners shall be held responsible for trash and debris falling from vehicles servicing the construction site.
6. All construction materials must be kept within the property lines maintaining a neat street right-of-way. The storage of materials should be in an inconspicuous area of the site and should be neat and orderly. The use of adjoining properties for access or storage of materials is prohibited. Temporary storage structures, approved by the CC, may be used to store materials. Storage structures may not be used as living quarters.
7. Temporary utilities should be installed in a neat manner. The temporary power pole must be installed plumb and may not be used for the placement of signs.
8. Each construction site is required to have a job toilet for the use of workers. It must be placed at least 25' from the street in an inconspicuous location with the door facing away from the street.
9. The Lot Owner will insure that roads within the Community are kept clean on a daily basis. All mud or debris resulting from the construction operations must be cleaned up daily. Appropriate sediment control measures should be employed so that dirt and silt do not accumulate on the road, the road right-of-way, or adjoining properties. Clean must be equal to County requirements.
10. No burning of trash or other fires of any kind is permitted.
11. Construction workers are permitted only on the construction site. They are not permitted to trespass on other Lots or property in Trent Hall. Construction workers are not allowed to hunt on property or loiter in Trent Hall during or after completion of the workday.

The above standards are designed to protect the enjoyment of Trent Hall for its Lot Owners and their residents and guests. These standards are to be used as guidelines and are not intended to restrict, penalize or impede construction firms who adhere to them while performing their jobs. Repeated violation of these standards can result in the retraction of the Construction Deposit and Review Form for the specific project until corrective action has been taken by the Lot Owner.

Lot Owners should make certain that all contractors working on the construction site have received written notice of the requirements set forth in this Section and, before permitting any contractor to agree in writing to observe these requirements.

C. Enforcement During Construction

The CC has the right to inspect during construction and to notify the Owner of any discrepancies found from the approved plans. Should the Owner not make the requested corrections then CC has the right to withhold all or part of the deposit and take such other action as allowed by the Declaration.

D. After Construction is Complete

When the construction of the Improvements has been completed, the Lot Owner must satisfy several requirements before applying for the Final Inspection and Certificate of Compliance. The Improvements must be completed in full conformance with the plans previously approved by the CC. Any unauthorized changes must be corrected before the Final Inspection will be undertaken and the Certificate of Compliance will be issued.

Upon completion of the Improvements, all debris must be removed from the site. The job site sign and the temporary power pole must be removed. At this time, the Lot Owner should notify the CC that the Lot is ready for the Final Inspection. Upon approval, a Certificate of Compliance Form will be issued by the CC.

As a checklist, the following items must be completed prior to Final Inspection:

- 1) Complete Improvements;
- 2) Remove debris;
- 3) Remove temporary facilities, utilities, signs; and
- 4) Notify CC for Final Inspection.

V. MAINTENANCE AND GUIDELINES

A. General Purpose

The primary purpose of the Guidelines is to promote the creation of a community which is aesthetically pleasing and functionally convenient for all residents and visitors. These standards, governing unimproved Lots, improved lots and Lots with Improvements in process, required every Lot in the community to be maintained in a manner conforming with the quality and dignity of the Trent Hall.

Every Lot Owner is responsible for maintaining his/her Lot to these standards. Each Lot Owner must prevent the development of any unclean, unsightly, or unkempt conditions with respect to his/her Lot.

The Board of Directors shall be the final authority in defining acceptable levels of maintenance and arbitrating maintenance disputes. Any expenses incurred by the Board of Directors will be the responsibility of the Lot Owner and will be added to the assessment on the subject Lot.

B. Architecture

Each Lot Owner is responsible for maintenance, repair and replacement of all structures on the Lot in a neat and safe condition, including but not limited to, roofs, gutters, downspouts, foundations, windows, doors, chimneys, and other exterior building surfaces.

C. Site Improvements

Any site improvements such as fences, walks, drives, lighting, revetments, pools, tennis courts, decks, mailboxes, etc., must be maintained in neat, clean, safe and operable condition. They may not be allowed to deteriorate due to lack of use or over use.

D. Landscaping

Each Lot Owner is expected to keep the grass, shrubs, trees, and flowers on his/her Lot, as well as any grass or shrubs within the public right-of-way between the Lot and the paved portion of the public street, mowed and pruned, whether or not a dwelling has been erected on the Lot. In formal landscaped areas, shrubs, beds, and floral areas must be maintained. In natural areas, weed growth must be controlled.

Regular cutting of the Lot, both before and after planting of the lawn area, is the responsibility of each Lot Owner.

E. Storage of Vehicles and Boats

The storage of trailers, boats, boat trailers, commercial vehicles, R.V. vehicles and campers in yards or driveways is prohibited. They are required to be stored out of sight in garages or other structure.

Denials of plans will include a list of deficiencies according to the Association Guidelines. If upon receipt of these comments and further discussion with the CC, the Owner and the CC cannot come to an agreement on how the deficiencies will be corrected, the Owner can elect to pay a Design review fee to an architectural consultant. The consultant must be selected from the approved list held by the Board of Directors and effect at that time. The architectural consultant will review the plans in concert with the Design Review Guidelines in effect. The opinion of the architectural consultant will be final and both parties will abide by the final decision.