

## RESALE INSPECTION DISCLOSURE FORM

**Lot No: 090173**

**Request Date: 5/15/19**

**Village: Meadows At Lake Linganore Association**

**Yearly Assessment Amount: \$1,461.64**

**Community Improvement Fee: \$1,000.00**

<b>Owner Information:</b>		<b>Agent Information:</b>	
Name: Garrett Adler / Income One, LLC		Name: Shannon Stamm	
Address: 7150 Masters Road New Market, MD 21774		Company: A.j. Billig & Co., Auctioneers	
Phone Number:	Email: shannon@ajbiilig.com	Phone Number: (410) 296-8440	Email: shannon@ajbillig.com

**COMPLIANCE INSPECTION RESULTS:**

✓ Vacant Lot    Improved Lot

**A. MAIN STRUCTURE EXTERIOR  
TYPE**

**ACCEPTABLE CONDITION**

1. Siding	Yes	No
2. Trim / Railings	Yes	No
3. Windows / Doors	Yes	No
4. Utilities (fan units, propane tanks, satellite, exterior lighting etc.)	Yes	No

**B. OTHER EXTERIOR STRUCTURES  
TYPE**

**ECC APPROVED**

**ACCEPTABLE  
CONDITION**

1. Deck	Yes	No	Yes	No
2. Shed	Yes	No	Yes	No
3. Fence	Yes	No	Yes	No
4. Playset	Yes	No	Yes	No
5. Wall	Yes	No	Yes	No
6. Other:	Yes	No	Yes	No

**C. LOT  
TYPE**

**ACCEPTABLE CONDITION**

1. Grass Covering	Yes	No
2. Mulch Covering	Yes	No
3. Trees / Plants	Yes	No
4. Landscaping / Shrubbery	Yes	No
5. Drainage / Stormwater Management	Yes	No

**D. SUMMARY OF CORRECTIVE ACTION REQUIRED:**

**ECC Post Application Required:    Yes    No**

**INSPECTION PERFORMED BY: Denese Depeza**

**DATE: 5/29/19**

**Expires within 30 days.**

**COMMENTS:**

This is a vacant buildable lot.

The FY20 annual assessment for buildable lots is \$600.00. The FY20 annual assessment for a single family home in the Meadows Village is \$1,461.64

# Meadows At Lake Linganore Association

Welcome Packages



Lake Linganore Association, Inc.

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# The Association

**Lake Linganore Association Inc. (LLA)** is a homeowners association (HoA) chartered under Maryland law in 1968. The purpose of the LLA is to administer the operation of association business, oversee the maintenance of LLA property, enforce the governing documents (Covenants, Bylaws, ECC Guidelines, Rules & Regulations) and strive to provide a safe and secure living environment.

Eaglehead is the name of the community, though it is frequently called by the name of the large lake—Lake Linganore—that is at the center of the community.

Eaglehead consists of 18 villages, governed by the legal documents that created the LLA. The governing documents for the LLA include:

- 1968 charter and articles of incorporation
- LLA Covenants
- LLA Bylaws
- LLA Environmental Control Committee (ECC) Guidelines & Due Process Enforcement Procedures
- LLA Rules & Regulations

All documents are provided to new property owners in the resale packet through [www.condocerts.com](http://www.condocerts.com) and should be received prior to settlement on the property. If you do not have a copy, please stop by the LLA office to obtain one or visit the web site [www.lakelinganore.org](http://www.lakelinganore.org)

As a resident of Eaglehead and a member of the LLA, it is important to understand that the community—its infrastructure, amenities and common property—is supported by its members/residents through its annual dues assessments.

As a member, this is not only a legal obligation but the primary responsibility of members. Those who meet this obligation each year are defined by the LLA Covenants as “members in good standing”, and it is for them that the community amenities and common property are to be enjoyed.

Your second primary responsibility is to comply with the governing documents—the LLA Covenants, the LLA Bylaws, the Environmental Control Committee Guidelines, LLA Rules & Regulations, all of which were developed to protect the quality of life within the community, protect property values, and community aesthetics.

An elected board of directors of seven volunteers is supported by a staff headquartered at 6718 Coldstream Drive, New Market, MD, 21774.

## *Annual Events:*

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January-February:	HOA Dues Invoices are mailed out.
March:	HOA Dues must be paid. Membership Renewal Season.
March:	Call for Candidates – let us know if you want to run for the Board of Directors.
May:	Annual Board Meeting, BOD elections and the Deer Dash.
Memorial Day Weekend:	Pools open.
June:	Summer Fest
June-August:	Weekly Farmers Market – every Thursday 4pm at the Coldstream parking lot.
Labor Day:	Pools close.
December:	Annual Budget Meeting
December:	Winter Fest

# Office Information

## Address / Phone

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- Lake Linganore Association Office
- 6718 Coldstream Drive New Market MD 21774
- Phone: 301-831-6400
- Fax. 301-831-3246

## Hours

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- **Open:** Mon-Friday 9am-5pm
- **Closed:** Weekends and Holidays
- **Holidays Observed:** Memorial Day, 4<sup>th</sup> of July, Labor Day, Thanksgiving & Black Friday, Christmas Eve & Christmas Day, New Year's Day.

## Office Fees

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Xerox Copies	\$	.50	per page
Fax Machine	\$	2.00	per page
ECC Applications	\$	25.00	per application effective 3/1/2016
Post Construction Application	\$	120.00	per application
Home Additions	\$	155.00	effective 3/1/2016
House Plans (New Home)	\$	750.00	effective 3/1/2016
Escrow For House Plans	\$	10,000.00	
Replacement Photo ID	\$	10.00	each
Replacement Parking Permit	\$	5.00	each
Boat Rack Lease	\$	75.00-150.00	per space
Cabana	\$	75.00	season (May-Sept)

## Staff

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**General Manager** ext. 111  
gm@lakelinganore.org

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**Operations Manager** Brett Hamilton ext. 112  
bhamilton@lakelinganore.org

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**Finance Manager** Gary Jenkins ext. 114  
gjenkins@lakelinganore.org

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**Office Coordinator** Jennifer Edwards ext. 117  
jedwards@lakelinganore.org

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**ECC & Compliance Administrator** Carla Scott ext. 113  
ecc@lakelinganore.org

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**Maintenance Specialist** Doug Kolbjornsen ext. 119  
maintenance@lakelinganore.org

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**Village Manager** Denese Depeza ext. 116  
vm1@lakelinganore.org

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**Compliance Officer** Sam Baker ext. 121  
compliance@lakelinganore.org

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**Administrative Assistant** ext. 110  
llaoffice@lakelinganore.org

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**Event Coordinator** Anna Linehan ext. 120  
events@lakelinganore.org

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**Communications Specialist,** Lindsey Rippeon ext. 115  
LakeTalk Editor& Webmaster  
communications@lakelinganore.org

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# Communications

## *Community News Magazine-LakeTalk*

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The official notification publication of the LLA is the community magazine **LakeTalk**, which has been published monthly since 1996. Residents can publish classified items for free in a regular column called "Trading Post." Regular display advertising is also available for a fee. Contact the LakeTalk editor for rate information.

communications@lakelinganore.org

**LakeTalk** is available in both print and online, sign up today through your online membership account.

## *Community Web Site*

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In addition, the LLA maintains a web site at [www.lakelinganore.org](http://www.lakelinganore.org). Information about association business, board meetings, community amenities, issues, important bulletins, construction projects, local and state government contact links, and village committee meeting information is always available. Visit the web site to find out the latest news in the community.

## *Social Media*

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LLA is active on Facebook at: [facebook.com/lake.linganore](https://facebook.com/lake.linganore)

LLA is active on Twitter at: [twitter.com/LLAssociation](https://twitter.com/LLAssociation)

\*Live tweets are available on our website homepage, providing viewers with updates in real time.

## *LLA Email Notification List*

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To keep residents up to date about meetings, issues, events, updates on severe weather (snow removal or flooding), construction projects and other activities or concerns (including lost pets) that can impact you in the community, the LLA maintains an email notification list.

- All email addresses are kept confidential. Residents are encouraged to provide their email address so they can be in the know about community news and alerts.
- Log in to your online membership account to update your account anytime. [www.lakelinganore.org](http://www.lakelinganore.org) and click on "my account".

## Concerns & Complaints

Any complaints or concerns about village infrastructure, common grounds areas, amenities, compliance issues, etc. should be directed to your village manager.

# Board of Directors

The Board of Directors meets at 7pm on the first Monday of each month at 6718 Coldstream Drive New Market, MD 21774. The Annual Budget Meeting is held in December and the Annual Board of Directors meeting is held in May.

You may email the board of Directors at: [bod17-18@lakelinganore.org](mailto:bod17-18@lakelinganore.org)

*Note: this email address changes each year.*

## *LLA Annual Membership Meeting*

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The LLA annual general membership meeting is held the second Saturday in May. Location of the meeting is announced in the monthly community news magazine LakeTalk and on the LLA web site: [www.lakelinganore.org](http://www.lakelinganore.org). The primary purpose is to elect a board of directors and to report to the members on the state of the association.

## *Board of Directors (BoD) Meetings*

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BoD meetings are held the first Mondays of the month, and sometimes special session workshops are held on the third Monday of the month. In cases where meetings fall on a holiday, the regular meeting may fall to the following Monday. Meetings are held at 7 p.m. at the Lake Linganore Association office, located at 6718 Coldstream Drive.

## *Board of Directors Candidacy*

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All LLA property owners "in good standing" can submit their names to be placed on the ballot in March of each year. Required candidate information is published in the community news magazine *LakeTalk* in January or February of each year. Additional information can be found in the LLA Covenants and Bylaws.

# Village Committees

The LLA has several village committees that act as representatives for their respective villages to plan, discuss, and bring topics to the LLA Board of Directors on behalf of their neighbors. Members are encouraged to attend their village meetings where they can bring matters to the attention of their village committee chair person, who will then relay the needs to the Board of Directors who have the power and authority to take action.

Visit the LLA web site at [www.lakelinganore.org](http://www.lakelinganore.org) to learn more about your Village Committee.

Basic information is also available in LakeTalk.

# Committees • Clubs • Affiliates • Organizations

The LLA has several standing committees that work on areas that are important to the board of directors for research, information, policy recommendations, etc. Ad hoc groups to study specific issues are created as needed.

- Finance Committee
- Events Committee
- Golf Cart Club
- Songwriters Club
- Tennis Club
- Trailblazers Committee

- Friends of the Lake Committee
- Lake Water Quality
- Municipal Incorporation Committee
- Contracts Committee
- Covenants Committee
- Compliance Committee
- Environmental Control Committee (LLA)
- **Do you live in West Winds?** *West Winds has a separate Environmental Control Committee, otherwise known as: WVECC. Make sure you reach out to the WVECC with any questions if you are a resident of West Winds Village.*
- Environmental Control Committee (WestWinds)
- Strategic Planning Committee, (SPC)
- Lake Linganore Conservation Society

## Amenities

### Pools

There are 3 swimming pools available within Lake Linganore for all members; WestWinds, Coldstream & Summerfield. Pools are open Memorial Day Weekend through Labor Day Weekend. Pools are open 11am-8:30pm.

*\*During the school year the pools do not open until 4pm.*

#### *Summerfield Pool*

(6215 Sawyer Road)      Closed Mondays.      Summerfield Pool Payphone # 301.865.2859

#### *Coldstream Pool*

(6718 Coldstream Drive)      Closed Tuesdays. *\*open Fri. & Sat til 9:30pm* Coldstream Pool Payphone # 301.865.2847

#### *WestWinds Pool*

(6910 Wimbledon Way)      Closed Wednesdays.      WestWinds Pool Payphone # 301.865.2915

#### *Directions to Pools*

##### **To Coldstream Pool:**

##### *From Frederick:*

- Proceed west on Rte. 144
- Turn left onto Boyers Mill Road
- Follow Boyers Mill Road approximately 4.5 miles
- Turn left at the first road after the bridge at Lake Linganore onto

##### *From Eaglehead Drive:*

- Make the second left onto Coldstream Drive
- Make the first right into the Coldstream Pool Parking Lot
- Walk to pool

##### *From New Market:*

- Proceed east on Rt. 144
- Turn right onto Boyers Mill Road

Follow the above directions from Boyers Mill Road

**To Summerfield Pool:**

Follow the directions above to Boyers Mill Road  
Follow Boyers Mill Road approximately 2 miles  
Turn left onto Finn Drive  
At the second stop sign, Sawyer Road, turn right  
Make the first right into the pool parking lot

**To WestWinds Pool:**

Follow Boyers Mill Road to 4 Way Stop Sign @ Gas House Pike  
Turn right onto Gas House Pike  
Turn right onto Sanandrew Drive  
The pool will be on your left beside the tennis courts

**Pool Parties**

You can have a small "open party" during regular pool hours or a "private party" when the pool is closed. \*\*Please note that party request forms are just that; a request. Once availability is confirmed we will notify you, at which time you will need to sign a reservation contract and submit payment in order for the reservation to be confirmed.

*Open Pool Parties*

Owners may have a max of 10 guests per household (guests are people without a LLA photo ID). Each guest will be charged \$2 Mon-Thur. and \$5 Fri-Sun and Holidays. Hours available: 11am-8:30pm. No Damage Deposit required. There is a maximum of 30 people allowed (3 parties of 10) at one time. A reservation is strongly recommended so that your group is not turned away at the gate. Call, email or fill out a Pool Reservation Request form. Email : [llaoffice@lakelinganore.org](mailto:llaoffice@lakelinganore.org) Call: 301.831.6400 x110

*Private Pool Parties*

Max of 200 people, (member/guest ratio still applies). Rates range from \$40/hr for 50 people up to \$120/hr for 200 people. There is a 2 hr. minimum. Reservation times are between Noon-8pm. Available at pools on the days they are closed. A \$250 Damage Deposit in the form of a separate check in addition to payment and a signed contract are required to make a reservation. Reservations are on a first come first serve basis and must be made at least 2 weeks in advance. Call, email or fill out a Pool Reservation Request form.

Email: [llaoffice@lakelinganore.org](mailto:llaoffice@lakelinganore.org) Call: 301.831.6400 x110

**Beaches**

Lake Linganore has two private beaches for the exclusive use and enjoyment of its members. All members must be in good standing and have their photo ID's with them at all times, to avoid being asked to leave the beach. Dogs are not permitted on the beach between Memorial Day and Labor Day until after 7:00pm. There are no lifeguards on duty, swim at your own risk. Fires, glass bottles, alcohol and fireworks are not permitted. All items must be removed from the beaches daily, tents or other items may not be left overnight to "stake out" territory.

## *Beach Parking*

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The beaches are very limited on parking spaces and are on a first come first serve basis. You must have your registered vehicle parking permit hanging from the rear view mirror with the ID number and expiration sticker clearly visible from the outside. Violators will be towed at owner's expense, no exceptions.

- NO parking is permitted on beach side of Coldstream Drive from Memorial Day to Labor Day on Saturdays, Sundays, and holidays.
- Only Eaglehead residents are permitted to park in the beach lots or beach overflow lot, located along Coldstream Drive near Lake Linganore. Guest vehicles attending parties at Coldstream and Nightingale beaches are permitted to park in the Coldstream pool parking lot in an area designated for the registered party.
- Vehicles are NOT allowed directly on beaches for any reason.

## *Beach Party Rules and Regulations*

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The following rules and regulations regarding use of Eaglehead beaches and registration for beach parties are in effect:

- Only one registered party per beach is permitted.
- Exclusive use of a beach can never be granted.
- Each lot owner will be allowed 10 guests at the beach without having to register the party. More than 10 people constitute a party and must be registered with the LLA office seven days in advance of the date of the party.
- No party can exceed more than 30 people without written approval by the LLA.
- A copy of the approved permission must be kept on-hand with the applicant during the time and at the place of the party.
- A deposit of \$100 per party will be charged. The deposit may be returned to the party if it cleans up all trash, places trash in nearby receptacles and leaves the beach in good condition.
- NO glass of any kind is permitted on the beach.
- LLA Community Patrol will be responsible for monitoring the activity, i.e. parking, guest conduct, condition of the beach following the party. Patrol staff will monitor beaches with the instruction that any resident with more than 10 guests at a gathering will be asked to leave the beach area.
- LLA members must have membership cards with them at all times.

Reservations are on a first come first serve basis. To check availability please call 301-831-6400 x110. Stop by the LLA office at 6718 Coldstream Drive Mon-Fri 9am-5pm to make a reservation; a \$100 damage deposit and a signed rental agreement are required.

## **Lakes**

There are four lakes in Eaglehead. These lakes are for the exclusive use and enjoyment of Linganore members.

### *Lake Linganore*

The largest of the lakes is Lake Linganore, which is approximately 209-acres with 13 miles of shoreline. This lake has two beaches, one located in the Coldstream Village on the northern shoreline, and the other located in the Nightingale Village on the southern shoreline. The lake was created by impounding the waters of Linganore Creek and Ben's Branch with the Brosius Dam, named for the father of the original community developers. Permission to create the lake was granted only with the condition that the community never impede the flow of the water of Linganore Creek because historically it has been a major source of drinking water for the nearby City of Frederick since the early 20th century. Snow melts and heavy spring rains cause much of the sand at the beaches to be washed away so every year about mid-May new sand is placed on the beaches, depending upon weather trends. The lake is 50-feet at its deepest spot.

### *Lake Merle*

Lake Merle is located in the Meadows village. It has a small beach at its northern shoreline, located at the end of Fox Chase Road.

### *Lake Anita Louise*

Lake Anita Louise is located in the Pinehurst village. This lake does not have a beach but does have a dock from which fishermen can try their hand at catching some of the small and large-mouth bass, crappie and blue gill that live in the lake.

### *Lake Marian*

Lake Marian is located along Eaglehead Drive heading toward the Woodridge village. This lake does not have a beach or a dock but there is a trail that circles a portion of the shoreline and allows for fishing.

## **Boats**

Boats operated by electric, wind, or paddle ONLY, are allowed on the lakes. Gas powered boats are not permitted on Eaglehead lakes. All boats must be motorized with electric engine only. Gas motors cannot be stored on boats. All boats (operated, docked, or on a rack) must display the proper LLA permit on either the bow or the stern of the boat. Registration for an LLA Boat Permit is currently free of charge and any Boat Barcode Permits listed on your account will automatically renew upon payment of your HOA Dues.

### *Boat Racks & Storage*

There are 5 boat rack storage locations. Boat Rack leases are renewed annually to members in good standing. Boats are permitted to stay on the racks year round, however they must be removed from the racks upon request by LLA staff for annual repairs and maintenance. There is a waiting list for the boat racks and those on the list are notified when a rack space becomes available. If you would like to go on the waiting list please login to your membership account and click on "Request Boat Rack" and fill out the form to join the waiting list. Boat racks are inspected periodically throughout the year to ensure compliance. Any boats found in the wrong space, on the ground, without stickers, or stickers in the wrong location, etc... are confiscated and sold at auction if unclaimed within 30 days. If you would like to be notified of an upcoming boat auction, please email your request to [officecoordinator@lakelinganore.org](mailto:officecoordinator@lakelinganore.org)

If you keep your boat on your property it must be stored within the garage or by a screen that keeps it from street view.

## *Boat Trailers*

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Boat trailers must use designated launching ramps and display their assigned "Trailer Barcode Permit" when in any common or amenity area to avoid being towed. Boat Trailer registration for an LLA Trailer Permit is currently free of charge and any Permits listed on your account will automatically renew upon payment of your HOA Dues. If you keep your boat trailer on your property it must be stored out of sight from the community.

## **Parks**

McFadden Park and a handful of our tot-lots are available for parties. Only one party per park will be approved at any given time. This does not grant exclusive use of the park. Reservations are on a first come first serve basis. To check availability please call 301-831-6400 x110. Stop by the LLA office at 6718 Coldstream Drive Mon-Fri 9am-5pm to make a reservation; a \$100 damage deposit and a signed rental agreement are required.

## *Parking Your Vehicle*

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General parking restrictions apply. Remember that LLA members with a valid Auto Barcode Permit are permitted to park in the limited parking available at Eaglehead amenities. Members may have guests park their vehicles in the Coldstream pool parking lot and shuttle them to the reserved amenity.

LLA Security monitors the parks and picnic locations and specifically monitors the areas for parties.

## *Parks & Picnic Areas*

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Audubon Terrace : *grills & picnic tables*

Coldstream Beach : *grills & picnic tables*

Coldstream Tennis Courts : *picnic tables, grills*

Lake Merle Beach : *grills & picnic tables*

Lake Anita Louise/Twin Lake : *tot lot, grills, picnic tables*

LLA Office (Coldstream Drive) : *tot lot, basketball court*

Brosius Dam : *picnic tables*

McFadden Park : *tot lot, grills & picnic tables*

Nightingale Beach : *grills & picnic tables*

North Shore Tot Lot (Commodore Court) : *picnic table*

Pinehurst Tot Lot (Edgewood Rd.) : *picnic table*

Pond Fountain Court Pavilion : *tot lot, picnic table*

Woodridge : *tot lot, park*

Summerfield : *tot lot, park*

## *Dog Park*

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The Dog Park is located in the Common Area of Summerfield behind the Summerfield Tennis Courts. Access to the park is from the Pool/Tennis parking lot. The park features include a pond, clean up stations and separate play area for large and small dogs.

## *Disc Golf*

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The Links at Lake Linganore, is a 9 hole disc golf course located in the Coldstream Village right off Eaglehead and Coldstream Drive.



## Trail System

A 30 mile trail system is located throughout Eaglehead. Trails are a combination of wooded and lakeside trails, asphalt and concrete pathways, wooden bridges and steps, tunnels and one esplanade. Trails are periodically marked with green posts with a gold community logo. Volunteers and Staff work together to keep trails clear of debris and encroaching vegetation.

If you notice an area in need of service, please contact your Village Manager so that we may inspect the area.

### *Keep Common Areas Secure*

The key to ensuring that the overall security efforts really work, is by enforcing LLA identification and permit usage. LLA members must have Auto Parking Barcode Permits installed properly and carry their membership cards with them while at community amenities and common properties. Members must carry their ID Cards with them while walking the trails. Members should never lend membership cards/permits to guests/relatives/etc. Lanyards are available through the LLA office to make carrying cards easier.

## Points of Interest in Eaglehead

### *Brosius Dam/Brosius Rock*

Water cascaded over the top of the Brosius Dam on June 3, 1972, the same year it received two honor awards, one for environmental excellence in architecture and engineering, and the second for engineering excellence from the Consulting Engineers Council/USA. ... a 600-foot long rock-and-earth-fill dam impounds a 204-acre body of water known as Lake Linganore, named for the larger of the two creeks that feed the lake. Brosius Rock, the boulder located at the corner entrance to the earthen dam, has a carved inscription that dedicates the dam— the Brosius Dam— to J. William Brosius, the father of Eaglehead's original developers. Incorporated into the design of the Brosius Dam are 11 fountains along the northern wing of the dam area.

### *Eaglehead Lakes/Beaches*

**Lake Linganore** is the largest of the four community lakes (seven were originally envisioned) and it has 13 ½ miles of shoreline. Beaches along the lake are provided in the villages of Nightingale and Coldstream. Boat racks can be leased annually at Coldstream Beach, Nightingale Beach and near the village of Aspen. **Lake Merle** is the second largest of the four community lakes and also has a small beach area on its eastern end. The remaining two lakes are **Lake Anita Louise**, located in the village of Pinehurst, and **Lake Marion**, the smallest of the four lakes, is located near the entrance to Woodridge. A Maryland fishing license is required for anyone fishing in Eaglehead lakes.

### *The Esplanade*

This half-mile long concrete structure is suspended 12-feet above the water along the steep northern shoreline of Lake Linganore. It was originally built as a part of the Eaglehead sewer system, though it no longer is, and was designed to minimize environmental impact and preserve the trees and the sloping northern shoreline of Lake Linganore. The design incorporated a walkway on top of the structure, which made it a unique part of the community's trail system. Four other shorter esplanade sections were built along the lake where sewer lines needed to be installed but creeks and other aspects of the natural setting needed to be preserved.

### *Native Plant Gardens*

Located next to the Lake Linganore Association office building, these gardens were planted by residents with grants provided by the Maryland Landscapes 2000 program. The gardens were developed to showcase various native plants

and to promote native plant landscaping as a means of saving water and preserving the area's natural plants. The three types of gardens featured are: the Water Conservation Garden, the Suburban Garden, and the Natural Garden.

### *Indian Cave/Boyer's Mill Rock Shelter*

Probably one of the most picturesque spots in the community, the land is actually privately owned, and though residents use the area as a park it is not officially a part of the LLA amenities. The "cave" is really a spectacular rock overhang whose archeological history indicates that it was once a short-term camping site for hunting and trading parties. Relics have been found there, some of them dating back to 4,000 B.C. Gaining access to "Indian Cave" can be done off from several points within the village of Meadows. A set of stairs off of Glen Lane provides one access point.

### *Ben's Branch Bridge*

The 70-foot long bridge, a part of Eaglehead's trail system that connects the villages of Pinehurst and Westwinds, was given to the LLA by Frederick County. The steel structure was originally installed in the early 1900s in the western section of Frederick County on Harmony Road. When the bridge was condemned to vehicular traffic, Frederick County salvaged it as a part of its historic bridge program. The structure was restored and reconstructed by LLA maintenance staff from 2003 to 2004.

## **Tennis**

All Tennis Programs are coordinated and administered by the Lake Linganore Tennis Committee. The LLA Office oversees the maintenance and security of the tennis facilities.

### *Courts*

There are 3 tennis court locations within Lake Linganore; WestWinds, Coldstream & Summerfield. WestWinds is a private, paid access club, Summerfield & Coldstream are free to LLA members and are open 7am-10pm.

### *Lessons*

Group and private lessons are available at Coldstream. For lesson information please contact: lakelinganoretennis@gmail.com

### *Access*

Court availability is on a first come first serve basis.

### *Rules*

Nothing other than tennis players, tennis sneakers, and tennis balls are allowed on the courts – no exceptions.

## **Volleyball**

There is a seasonal volleyball court at the Coldstream Beach.

## **Basketball**

Coldstream – 1 half court  
Summerfield – 1 half court  
Pinehurst – 1 full court  
Meadows – McFadden Park 1 full court

West Winds – 1 half court  
Woodridge- 1 half court

## Sports Fields

Coldstream – lower field adjacent to tot lot  
Pinehurst – bowl centrally located in the village  
Summerfield – adjacent to pool/tot lot with two designated soccer goals

# Membership

## Property Account Information

### *Need your property map?*

For a map of your property, boundary lines, and more visit: <http://webmaps.frederickcountymd.gov/ata glance>

### *Your account information*

Each property owner has an online LLA membership account with a unique user id and passcode. Your account record holds your communication preferences, contact information, names and ID# of each member of the property (owners & tenants), all vehicles, boats, boat trailers, golf carts and portable basketball hoops registered at the property. You may access this information and update it at any time via [www.lakelinganore.org](http://www.lakelinganore.org) and clicking on “my account”. It is your responsibility to update this information throughout the year. Upon receipt of your HOA dues payment each spring, all barcode permits will be automatically renewed. If you have a boat rack lease these require an additional payment to renew each year. You may sign and pay for the boat rack annually through your online membership account in March. Once completed those items will be automatically renewed.

## Membership Materials

### *ID Cards*

Members are issued photo ID membership cards and a Barcode Permit to be placed on the back of the ID Card, that allow access to all community amenities. When out using the amenities, members must carry their cards with them. Because of the large number of trespassers who attempt to use the amenities, members must have their ID cards while at the pools, lakes, beaches, dams, parks, trails, playgrounds and tennis courts to be able to prove membership to community patrol officers if asked.

To get your card: you may upload your photo through your online membership account, our office will have your ID card printed and postmarked within 24 hours. If you prefer to pick up your ID at the office just give us a call. You may also visit the LLA office at 6718 Coldstream Drive, where your photo will be taken and the card will be produced while you wait. Average wait time is 15 minutes, but wait times may be longer April-July.

Lost ID Cards: Call the office to see if anyone has turned in your ID. If so we can mail it to you or you may pick it up. ID's can be reprinted for \$10 (cash or check).

## *Membership Type/Status*

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The Lake Linganore Association (LLA) Board of Directors has reviewed the LLA governing documents to provide a more concise definition of membership. By LLA covenants, a 'member' (those who are entitled to membership cards, parking tags and free use of LLA amenities) is strictly defined as the owner and their dependents. However, the Board of Directors recognizes that there may be some unusual circumstances where a membership card and /or parking tags could be issued to others within a household.

- *Member/Owner:* This is a person who is the legal owner of a property in Lake Linganore, (ie. This person/s name is on the deed).
- *Member/Resident:* A person who resides at a property in Lake Linganore. (Spouse, tenant, relative, nanny, children age 12 and up).
- *Member/Child:* This is a person who is under 12 and resides at a property in Lake Linganore. All residents need a membership ID card, even newborns. Those without an ID are considered a guest of the card carrying member /resident and will be subject to guest fees at the pools.

## *New Owners*

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New owners must provide a copy of their settlement sheet and an email address to the LLA staff within 30 days of closing. They must login to their online account and update their information. Both of these actions are necessary to receive membership cards, vehicle ID tags and to receive future correspondence, including assessment notices and the monthly association news publication – LakeTalk.

## *New Tenants*

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New tenants must provide a copy of their lease agreement to the LLA staff within 30 days of signing. They must also fill out a Tenant Data Sheet signed by the owner in order to be entered into the Association database. Both of these actions are necessary to receive membership cards, vehicle ID tags and to receive future correspondence, including the monthly association news publication – LakeTalk.

# Vehicles

## *LLA Vehicle Permits*

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All vehicles must be registered with the LLA office and listed on your account. Each vehicle must have the following information documented on file with the office: year, make, model, color, plate#. Each vehicle is issued a parking permit which must be placed on the inside of the rear window on the driver's side and clearly visible from the outside. Motorcycles should be registered with the LLA office just like any other vehicle. Permits are not issued for these at this time, but are listed on the approved vehicle list.

At any time throughout the year, should you buy or sell a vehicle, be sure to update the information via your online account. License plate numbers are checked against the information on your account for that Barcode Permit and if the two do not match up the Barcode Permit can be considered stolen and the vehicle can be towed. To obtain your parking permit you must register your vehicle information through your online account or stop by the LLA office at: 6718 Coldstream Drive Mon.-Fri. 9am-5pm.

## *Motorized Vehicles*

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With the exception of golf carts, which are permitted in a limited manner, motorized vehicles such as dirt bikes, dune buggies, go carts, 3 and 4 wheel ATV's, mini-motorcycles and all related vehicles that are not licensed by the State of Maryland are prohibited from use on LLA roads, paths, and residents property. In general, if it's not allowed to be operated on Boyers Mill Road, it is prohibited from use on LLA roads, paths and residents property.

## *Golf Carts*

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Golf Carts must be registered through your online account. Golf Cart Permits must be placed on the driver's side front quarter panel and clearly visible at all times. Golf Carts are permitted on designated pathways, but are not permitted for on road use. You will need to read & understand the Golf Cart Rules & Regulations, Initial and sign a waiver, provide a copy of your driver's license, and a copy of your insurance policy naming Lake Linganore Association, Inc. as additionally insured, there is no registration fee at this time. All of this can be done through your online membership account.

## *Guest Parking*

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Guests staying with members for an extended period of time should park in the member's driveway, though parking on the streets is not prohibited unless it could impede the passing of other vehicles or delay emergency response vehicles. That way the member's vehicle ID can help the LLA to identify and contact the owner should the vehicle block emergency vehicles.

- Guest vehicles cannot park at any beach parking lot; these are reserved for member vehicles only.
- Guest vehicles parked at beach lots will be towed.
- Do not place your member vehicle ID tag into a guest vehicle.
- Guest vehicles must park at the Coldstream Pool parking lot and be escorted to beaches via the member vehicle.
- Guest vehicles are not permitted to park at, on or near community dams.
- Overnight parking on the streets in Aspen village is not permitted.

## *Boat, Trailer, & Automobile Storage*

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- Boats must be properly screened from view in accordance with LLA Covenants.
- Trailers must be stored in a garage.
- Automobiles must carry a current registration and be in working condition.
- Junked or "project" cars must be stored in a garage.

## *Towing Policy*

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To protect the privacy of members and the amenities the LLA Directors strengthened all these security elements by adopting and enforcing a towing policy. Vehicles without a current parking permit properly displayed hanging from the rearview mirror with the Lake Linganore wording and valid expiration sticker showing are subject to towing. Towing is handled by an outside contractor. Towing fees/fines are collected solely by the towing company; the LLA does not reimburse towing fines. At this time the company contracted to handle towing is Derek's Towing. If you have been towed, call 240-457-7774. The tow storage lot is located at 620 E. Church Street, Frederick.

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# Services

## **Trash, Recycling, Yard Waste & Bulk Pick-Up**

### *Household Waste Collection Days:*

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Every Tuesday, trash must be placed curbside bagged and in garbage cans. Trash bags cannot weigh over 50 lbs. Residents are responsible for disposal of any bulk items. You can contact Frederick County Landfill (listed below) for information or visit their website for bulk item disposal information.

### *Summerfield Townhouse Dumpster Days:*

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The dumpsters in Summerfield are emptied on Monday and Friday.

### *Recycling:*

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Every other Wednesday, recycling must be placed curbside in blue recycle bin or in approved container per Frederick County Office of Recycling.

Recycling services is provided by Frederick County. Please contact Frederick County Recycling directly regarding:

- Recycling cart requests
- Missed curbside pickups
- Copies of your collection schedule
- Other residential curbside recycling collection issues

Frederick County Recycling telephone number is: 301-600-2960, or send email to: [Recycle@FrederickCountyMD.gov](mailto:Recycle@FrederickCountyMD.gov)

### *Two Bulk Household Item Pickup & a Christmas Tree Pickup:*

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LLA offers residents (2) two Bulk Household Items collections, one in May and another in October, as well as a Christmas tree pickup in January. Construction Material will not be accepted. Collection dates will be posted each year in the Friday Flyer, LakeTalk Magazine and on the web at [www.lakelinganore.org](http://www.lakelinganore.org)

### *Yard Waste Pickup: (mid-April-mid-December)*

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Every Wednesday (mid-April-mid-December) Yard waste must be in paper bags or in an open trash can labeled Yard Waste. **Sod or dirt is not accepted.** Please make sure bags or cans only contain yard waste, or they will not be picked up. Dates will be announced in the Friday Flyer and Lake Talk Magazine.

### *Yard Waste Disposal: (December-March)*

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Frederick County offers free disposal sites. Un-bagged leaves, grass clippings and limbs (no longer than 8' long and 6" in diameter) can be brought to the following locations:

Reichs Ford Road Yard Waste Recycling Site  
9031 Reichs Ford Road, Frederick  
Hours: Mon-Sat 7:00am-4:30pm

Walkersville Heritage Farm Park  
9224 Devilbiss Bridge Road, Walkersville  
Residential Drop Off Only  
April 1 – October 31 (9am-7pm)  
November 1 – March 31 (9am-4pm)

### *Liter & Illegal Dumping*

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Residents are responsible for disposing of lawn trimmings, tree limbs, landscaping debris and personal trash in a proper manner. Dumping these types of items on back roads, empty lots, or any other area of the community is not allowed.

## Owner's Responsibility to Maintain:

### *Yard*

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Residents are responsible for the maintenance, mowing, landscaping and general appearance of their property. This also includes keeping toys, lawn furniture and other related items stored in a neat manner.

### *Service Yard*

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Residents are required to keep a service yard that is screened from view to store lawnmowers, trashcans, lawn tools and other related items.

### *Tree Removal*

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Removal of trees on residents property, whether living or dead, requires permission from the Association if the tree measures 6" or greater at 1 foot above grade. This gives the Association a record of trees that are removed or replaced.

### *Pets*

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Please check the LLA governing documents for general conditions and expectations placed on pet owners. No more than 2 cats and 2 dogs per household are allowed. All pets are to be supervised and controlled by their owners. Dogs must be on a leash and pet owners are responsible for cleaning up after their pets and ensuring that the pets are not a nuisance.

### *Pet Waste*

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Keep our community free of pet waste debris. Pet waste stations are conveniently located on our property for the courtesy of all LLA residents to enjoy a cleaner, healthier environment. Each pet waste station provides bags for all pet owners to pick up after their pets. Please remember cleaning up pet waste is the responsibility of the pet owner. Use the bags provided for your convenience and to keep our community clean. If you notice a pet waste station out of bags, please contact the LLA office and let us know. Keep in mind, pet waste transmits disease and it's the law to clean up after your pet.

### *Loose Pets*

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It is against Frederick County ordinance to allow dogs or cats to run loose. All dogs must be under the physical control of its owner. LLA formally adopted the county's animal ordinance as consistent with the association regulations and restrictions. Members and/or their guests may expect a citation of violation by the LLA for any such violation, as well as those that may be evidenced from Frederick County. Dogs must be kept on a leash.

### *Dogs at Eaglehead Beaches*

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Dogs are prohibited from all Eaglehead beaches from Memorial Day Weekend through Labor Day weekend, until after 7 p.m. Dogs must always be leashed.

### *Mailboxes*

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If you have any questions or concerns about your post mail or need keys to your box please contact the New Market Post office at 301-865-3333.

## Assessments

### **Homeowners Association Assessments**

"Members in "good standing" are those who have paid their LLA dues in full or have an approved payment plan.

- Annual Assessments are due on March 1, and are late March 31. At this time all residents must be paid in full or must have established a payment plan with the LLA. A one percent amortized interest rate will be applied to those members who wish to pay their assessment on a monthly basis.
- Accounts that are more than 30 days past due are subject to a 1 percent monthly finance charge.
- Monthly payment plans are not available to non-buildable lot owners.

Assessments can be paid by logging into your online membership account or going to the BB&T Bank website.

## LLA Covenants Compliance 101

Living in a home or owning property within a planned development comes with certain responsibilities. Among those are adhering to the covenants and rules established by the Association. These covenants and rules were created to maintain a community-wide quality of life and to protect the homeowner's and association property. The Association receives calls and letters on a daily basis from concerned residents who report activity or conditions that are in violation of the covenants. In addition, the staff routinely monitors and reports violations to the LLA Compliance Inspector. The Compliance Inspector is tasked with observing violations and receiving, monitoring, enforcement, and tracking progress on all violations.

### So, what do you need to know to be in compliance?

Basically, the LLA Covenants, Rules and Regulations, and ECC Guidelines spell out the requirements for maintaining your property and the standards for using LLA property and amenities. These documents are readily available in resale packages for homebuyers, on the LLA website ([www.lakelinganore.org](http://www.lakelinganore.org)) and at the LLA office. Also, you may contact LLA at 301.831.6400 to inquire about specific covenants and/or rules.

### The most common covenant violations are:

Unkempt Yards – Residents are responsible for the maintenance, mowing, landscaping and general appearance of their property. This also includes keeping toys, lawn furniture and other related items stored in a neat manner.

Boats, Trailers, or Automobiles on Homeowners Property or LLA Roads – Boats must be properly screened from view in accordance with LLA Covenants. Trailers must be stored in a garage and automobiles must carry a current registration and be in working condition. Junked or “project” cars must be stored in a garage.

Service Yard – Residents are required to keep a service yard that is screened from view to store lawnmowers, trashcans, lawn tools and other related items.

Tree Removal – Removal of trees on residents property, whether living or dead, requires permission from the Association if the tree measures 6” or greater at 1 foot above grade. This gives the Association a record of trees that are removed or replaced.

Animal Control – All pets are to be supervised by their owners. Pet owners are responsible for cleaning up after their pets and ensuring that the pets are not a nuisance.

Motorized Vehicles – With the exception of golf carts, which are permitted in a limited manner, motorized vehicles such as dirt bikes, dune buggies, go carts, 3 and 4 wheel ATV's, mini-motorcycles and all related vehicles that are not licensed by the State of Maryland are prohibited from use on LLA roads, paths, and residents property. In general, if it's not allowed to be operated on Boyers Mill Road, it is prohibited from use on LLA roads, paths and residents property.

Unauthorized Dumping – Residents are responsible for disposing of lawn trimmings, tree limbs, landscaping debris and personal trash in a proper manner. Dumping these types of items on back roads, empty lots, or any other area of the community is not allowed.



**Unresolved violations may lead to:**

Board imposed sanctions, removal of vehicles or items in violation, suspension of membership privileges, fines, liens against property, or the Association taking necessary corrective action (mowing lawns, removing trash, debris, etc.). If the Association has to correct the problem, all related expenses are the sole responsibilities of the property owner.

# Home & Property Improvement Compliance

As a homeowner, you are responsible for adhering to the Lake Linganore Association (LLA) Governing Documents. These documents outline requirements for community standards and procedures for making improvements to your property.

## Environmental Control Committee (ECC)

The Environmental Control Committee (ECC) guidelines govern improvements to your property. Any changes affecting the exterior of your home or lot must be approved by the ECC prior to making the changes.

### *Examples of changes requiring approval:*

Decks, Sheds, Fences, Exterior Color or Siding Change, Removal of trees more than six (6) inches in diameter, Retaining Walls, Exterior Lighting, Playsets, Patios/Hardscaping, Additions, or any other significant change to the property or house exterior. [A copy of the Environmental Control Committee guidelines is available on the website: www.lakelinganore.org](http://www.lakelinganore.org)

Any proposed project(s) must be submitted on the approved ECC application form. These forms can be found online at [www.lakelinganore.org](http://www.lakelinganore.org) and are also available at the LLA office. The Environmental Control Committee meets on the third Thursday of the month at 7:00 P.M. at the LLA office to review proposed projects.

There is a \$25.00 fee to submit an ECC Application for the above referenced projects with the exception of an addition/major project, or new home. The Addition/Major Project application fee is \$155.00, plus an additional \$10,000.00 compliance deposit and 1% impact fee. New Home Construction fee is \$750.00 plus an additional \$10,000.00 compliance deposit and 1.25% impact fee. Please contact the LLA office for a Builders Packet if you are proposing a new home or an addition/major project to an existing home.

If you're unsure of a change that you would like to make and it would require ECC approval, contact the ECC Administrator at 301-831-6400, extension 113.

# West Winds Environment Control Committee (ECC)

Any improvements/additions to your home, as well as any non-organic changes to your yard, must be sent to the West Winds ECC for approval. You can find the WestWinds ECC forms at [www.lakelinganore.org](http://www.lakelinganore.org) under the village of WestWinds.

The application, with the appropriate fees, need to be sent to:

*Mail to:*

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West Winds ECC  
P.O. Box 589  
New Market, MD 21774

Information must be received by the last Friday of the month for discussion at the next meeting. The ECC meets on the first and third Wednesdays of the month. PLEASE do not send ECC Applications to the LLA. They do not handle the ECC for West Winds.

To review your design with the ECC panel, please come to the meeting held on the third Wednesday at 5:30 pm. (Location same as board meeting location)

Please contact WWECC at [westwindsecc@gmail.com](mailto:westwindsecc@gmail.com) if you have any comments, concerns or questions regarding your application.

## Street Address Requirements

The following requirements pertain to all new and existing buildings, structures or properties in Frederick County, except the City of Frederick (which has its own ordinance):

- Persons having ownership or custody of buildings are responsible for posting/maintaining address numbers per the Fire Prevention Code.
- The design, style, and shape of the address numbers must render them easily readable from the street, day or night. Numbers must contrast with background and be separate from the mailbox.
- Where conditions (shadows, overgrown vegetation, building locations, etc.) adversely affect the legibility of numbers, larger numbers may be required.
- In some circumstances, addresses may be required to be posted adjacent to driveways, alleys, walkways, or other access ways.
- Addresses shall be temporarily posted for a structure under constructions, as work commences on the property. The numbers shall be permanently posted in accordance with the Code prior to the final building inspection.

### *SPECIFIC REQUIREMENTS*

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Primary address numerals/letters displayed on a building or structure **shall minimally be** clearly legible and conform to the following requirements:

One and Two family dwellings:

**4 inches high** (front of the structure)

Multi-family residential structures:

**6 inches high** (front of structure)

**2 inches high** (individual unit numbers -display on, above or to the side of unit doorway)

Commercial/industrial properties:

**8 inches high** (front of structure)

**6 inches high** (rear access doors)

**2 inches high** (interior tenant spaces such as malls, office buildings, etc.)

- Address numbers shall be Arabic numerals or alphabet letters. Numbers shall not be spelled out.
- **Monumental Signage:** Non-residential properties shall have the address or address range incorporated into any new or modified monumental property signage. The numbers shall be no less than 6-inches high and visible from either direction of travel.
- The street name may be incorporated in the signage to further aid in premise identification.
- Addresses shall be posted within 3 feet of the main entrance. If the structure is more than 75 feet from the street or not visible from the street, then remote address signs shall be posted within 10 feet of the street and within 5 feet of either side of the driveway to the building, structure, or property and must be visible from either direction of travel along the main roadway. Remote address signs shall be at least 6-inches wide and 18-inches long, with 3-inch high reflective numbers.
- Where more than two structures are addressed on a road or driveway, each driveway shall be posted (with a directional arrow, if needed) with its own address number.
- Any one-or two-family dwelling residence that displays numbers designating the address prior to February 1, 2005 that are at least three inches high, shall comply with the size requirement of the Code as long as they remain in place.
- Where a structure/dwelling unit shares a common entry or driveway, numbers must designate the addresses in sequence.
- **Street Signs** -When a sign is replaced or a new sign installed, the owner, property manager or Home Owners Association (HOA) must cause the hundred block of the address to be displayed on each sign erected/maintained.

The information provided above is intended to assist the residents and businesses to comply with the requirements of the Fire Prevention Code Ordinance 05-01-362 pertaining to posting and maintaining address numbers on all buildings, structures, and properties in Frederick County, except the City of Frederick (which has its own ordinance). Compliance with the requirements will enable the emergency responders to be able to readily identify the location of an emergency.

For additional information, please view our website at [www.co.frederick.md.us/FED](http://www.co.frederick.md.us/FED).

### *Questions about address posting?*

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Please contact the Frederick County Fire Marshal's Office at: 301-600-1479  
Frederick County Division of Fire and Rescue Services Frederick, Maryland

# Community Development Authority (CDA)

**Q. What is the C.D.A?**

**A.** State Enabling Legislation established a process to allow Frederick County to create Special Tax District referred to as the "C.D.A" (Community Development Authority) for financing roadway and storm water management improvements. Under this authority, the residents of Lake Linganore have agreed to tax themselves to pay for these improvements.

**Q. What areas of Lake Linganore are incorporated into the CDA?**

**A.** The five villages included in the CDA are Coldstream, Balmoral, Meadows, Nightingale and approximately one-half of Pinehurst.

**Q. What is the cost per lot for each property owner?**

**A.** In most cases, the cost has been incorporated into your Frederick County Property Tax Invoice. This amount may have been paid in one lump sum, or divided over the course of 30 years. The estimated total costs, per village, are as follows:

Balmoral and Meadows Villages	\$4,237
Coldstream Village	\$4,021
Nightingale Village	\$4,710
Pinehurst Village	\$4,070

**Q. Who do I contact if I need more information regarding the CDA, or if I want to know if my lot is included in the CDA area?**

**A.** For more information on the CDA, please contact the Lake Linganore Conservation Society (LLCS) at their website, [llcsinc@comcast.net](mailto:llcsinc@comcast.net)

**Please note:** if you own a lot in Nightingale, Balmoral, Meadows or Coldstream, your lot is automatically included in the CDA. If you live in Pinehurst and wish to know if your lot is on the CDA, you may either contact the LLCS or the Lake Linganore Association Office.

# Important Phone Numbers

## *Emergency*

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### Police:

Fire/Police/EMT	9-1-1	(emergency dispatch)
Frederick County Sheriff	301-600-2071	(non-emergency dispatch)
Maryland State Police	301-663-3101	

### Fire:

New Market Fire & Rescue	301-865-5700
Frederick County Fire & Rescue	301-600-1536
Fire Marshall	301-600-1479

### Medical:

Poison Control	800-222-1222
Frederick Memorial Hospital	240-566-3300
Emergency Room	301-698-3500
Shady Grove Adventist Hospital	240-826-6000
Emergency Room	301-444-8000
Baltimore Univ. MD Med Center	800-492-5538
Shock Trauma Unit	410-328-9284

### Veterinary:

Frederick Emergency Animal Hospital	301-662-6622
<i>434 Prospect Blvd. Frederick MD 21701</i>	
<b><i>Mon. - Fri. 6PM - 8AM</i></b>	
<b><i>Sat. - Sun. &amp; Holidays: 24 hrs.</i></b>	

Crossroads Animal Referral & Emergency (C.A.R.E)	301-662-2273
<i>1080 W. Patrick St. Frederick MD 21703</i>	
<b><i>Open 24 hours. Every Day</i></b>	

## *Local Government*

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New Market Post Office	301-865-3333
Winchester Hall	301-600-9000
County Commissioners Office	301-600-1100
Sheriff's Office	301-600-1046
Animal Control	301-600-1544/1546
Public Works	301-600-1129/1603 (after hours)

### Solid Waste:

Landfill	301-600-1848
Recycling Office	301-600-2960
Water & Sewer	301-600-1825
Emergencies	301-600-2194
Planning & Zoning	301-600-1134
Treasurer's Office	301-600-1111
Permits & Inspections	301-600-2313
Humane Society	301-600-1545

### Wildlife:

MD Dept. of Natural Resources	877-620-8367
Game Management Program	410-827-8612 x.104
Black Bear Project Leader	301-334-4255
Deer Project Leader	301-842-0332
Wildlife Ecologist	410-827-8612
Natural Resources Police	301-777-7771
Illegal Hunting	800-635-6124

### *Area Organizations/Agencies*

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Chamber of Commerce	301-662-4164
Linganore Urbana Youth Athletic Association	301-831-9085

### *Schools*

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Frederick Co. Public Schools Administration	301-644-5000
Deer Crossing Elementary	240-236-5900
New Market Elementary	240-236-1300
New Market Middle	240-236-4600
Oakdale Middle	240-236-5500
Oakdale High School	240-566-9400
Linganore High School	240-566-9700

### *Other*

---

Allegheny Power (Potomac Edison)	800-255-3443
Miss Utility	800-257-7777
Motor Vehicle Admin.	800-950-1682
Verizon	800-837-4966
Frederick Gas	301-662-2151
Comcast (Cable)	800-266-2278



Lake Linganore Association, Inc.

## TRASH AND RECYCLING COLLECTION INFORMATION

### TRASH COLLECTION:

**Household Waste Collection: Weekly on Tuesday**

Bagged trash must be placed curbside in a covered receptacle. Trash bags cannot weigh over 50 lbs. Residents are responsible for disposal of bulk items. (See Bulk Item Pickup on next page.)

**\*\*Contact your Village Manager to report issues with trash, yard waste, and/or bulk item collection.**

### YARD WASTE:

**Yard Waste Pickup: Weekly on Wednesday**

**April 4, 2018 – December 5, 2018**

Yard waste must be in paper bags or in an open trash receptacle labelled "Yard Waste". **Sod or dirt is not accepted.** Please make sure bags or receptacles only contain yard waste, or they will not be collected.

### BULK HOUSEHOLD ITEM PICKUP:

**Twice Annually: Spring and Fall**

- **Spring: April 28, 2018**
- **Fall: October 6, 2018**
- **Christmas Tree Pickup: January 12, 2019**
  - *(\*live trees only – no artificial trees accepted)*

Household Items Only. Please see [www.lakelinganore.org](http://www.lakelinganore.org) for further information.

### RECYCLING:

**Recycling Pickup: Every other Wednesday**

***This service is provided by Frederick County Recycling: 301-600-2960***

**\*\*Please contact Frederick County Recycling with any questions at**

**[recycle@frederickcountymd.gov](mailto:recycle@frederickcountymd.gov). Request a Recycle Bin at**

**<http://www.learnmorerecyclebetter.org>.**

### ADDITIONAL CONTACTS

**Animal Control**  
301-600-1546

**Utilities & Solid Waste Management**  
301-600-2997

**Potomac Edison**  
1-888-544-4877

**Reichs Ford Road Landfill**  
301-600-1848

Office: 301-831-6400 • Fax: 301-831-3246 • 6718 Coldstream Drive • New Market, MD 21774



# FREDERICK COUNTY

Set-out time is 6 a.m.



Download the My Waste App  
Get reminders and more!



## JANUARY 2018

SUN	MON	TUE	WED	THU	FRI	SAT
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

## FEBRUARY 2018

SUN	MON	TUE	WED	THU	FRI	SAT
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28			

## MARCH 2018

SUN	MON	TUE	WED	THU	FRI	SAT
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

## APRIL 2018

SUN	MON	TUE	WED	THU	FRI	SAT
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

## MAY 2018

SUN	MON	TUE	WED	THU	FRI	SAT
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

## JUNE 2018

SUN	MON	TUE	WED	THU	FRI	SAT
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30



To get a new calendar go to [www.my-waste.com](http://www.my-waste.com) Don't forget to recycle this page!



## Lake Linganore Association, Inc.

### **BULK HOUSEHOLD ITEM PICKUP**

#### **Acceptable Items:**

- Couches/Sofas/Love Seats/Futons
- Chairs/Stools/Recliners
- Tables
- Dressers
- Cabinets
- Shelves
- Nightstands
- Headboards
- Mattresses & Box springs
- Rugs/Carpet cut into 3'x3' squares and stacked/taped
- Water hoses
- Humidifiers (small plastic ones)
- Toys
- Car seats
- Toilets & Sinks
- Wood fencing cut into 3'x3' pieces and stacked/taped
- Bikes
- Exercise equipment
- TV's
- Scrap metal
- Lawnmowers – empty of gas/oil
- Metal Pipes

#### **Items NOT Accepted:**

No Appliances, including

- Refrigerators
- Washers
- Dryers
- Stoves
- A/C units
- Hot water heaters

No hazardous materials, including

- Medical waste
- Chemical waste
- Paint
- Auto parts

***\*Please: Be sure to wrap any glass, and either remove nails entirely or be sure they are sticking in to prevent a potentially hazardous situation.***



## Lake Linganore Association, Inc.

### **ACCEPTABLE PROOF OF RESIDENCY DOCUMENTATION FOR ADDING MEMBERS:**

**It is your responsibility to redact (white out) any sensitive information on these documents before submitting them to the LLA office.**

Proof of Residency / Dependency required for anyone other than deeded property owners. Please upload any one of the following documents for each household member you are adding to your account.

- Birth Certificate
- Tax Return
- Court Orders (adoption, custody, etc...)
- School records

**The below documents must contain a valid Lake Linganore New Market MD address (P.O. Boxes are not acceptable):**

- Utility bill (Water, Gas, Electric, Oil, or Cable), with name and address, issued within the last sixty (60) days (disconnect notices/bills not accepted).
- Telephone bill (cell phone, wireless or pager bills acceptable), reflecting applicant's name and current address, issued within the last sixty (60) days (disconnect notices/bills not accepted).
- Unexpired lease or rental agreement with the name of the applicant listed as the lessee, permitted resident or renter (may be a photocopy).
- LLA property tax bill issued within the last twelve (12) months reflecting the applicant's name and property address.
- Unexpired homeowner's or renter's insurance policy reflecting name and address.
- MD Driver's License with LLA property address listed.
- A current Bank Statement issued within the last sixty (60) days reflecting name and address (only checking and savings accounts; credit card and money market statements not accepted).
- Official Mail – received from a Federal or MD Agency (with full name and address) to include contents and envelope (received within the last sixty (60) days), excluding mail from the MD Department of Motor Vehicles.

**Note:** Documents which appear counterfeit will not be accepted and original hard copies may be requested.



# Lake Linganore Association, Inc.

## 2018 Cabana Lease

May 26, 2018 - September 3, 2018

Lessee Name: \_\_\_\_\_

Prop ID # \_\_\_\_\_

Address: \_\_\_\_\_

Cell: \_\_\_\_\_

Email: \_\_\_\_\_

Home: \_\_\_\_\_

### Cabana Lease Guidelines

1. The lessee will provide his/her own lock & key or combination lock to secure belongings intended to be stored in the cabana, as well as a copy to LLA before occupying the cabana.

2. The following items and/or uses are permitted within the cabana:

- a. Pool and beach gear (i.e. towels, chairs, swim noodles, and other swimming aides, etc.)
- b. "Mini" size refrigerators or freezers
- c. Radios/stereos, provided volume will not be heard outside the confines of the cabana it serves.

.....

The following items and/or uses are prohibited within the cabanas:

- a. Full-size refrigerators or freezers are not permitted.
- b. Grills are not permitted.
- c. Flammable liquids or combustible items are not permitted.
- d. Toasters or toaster ovens are not permitted.
- e. Candles or other flammable lighting are not permitted.

.....

- 1. The lessee is responsible for removing all items and cleaning out the cabana at the end of the day on Sept. 3, 2018. Items left in the cabana after September 3, 2018 will be removed and disposed of by the Association thereafter.
- 2. The lease may be cancelled by the LLA for any breach thereof, or for any inappropriate conduct by the lessee or their guests while in or about the cabana. Such judgment shall be in the sole direction of the LLA Board of Directors and/or the general manager. In the event that the LLA cancels the lease, the lessee will forfeit the amount paid for the lease.
- 3. The lessee is responsible for any damages caused to the cabana by his/herself or guests. Failure to compensate the LLA for any such damages may result in the charges being added to the lessee's assessment account, and a possible lien against the member's property.
- 4. The lessee and his/her guests agree to protect and hold harmless the LLA from any and all loss, property damage and/or liability arising from the use of the cabanas.

I/We agree to lease the above listed cabana located in the vicinity of the Lake Linganore Association Coldstream Pool, for a total lease amount of \$75.00, payable to LLA. I am a member in good standing age 18 or older. I have read and agree to adhere to the above guidelines.

\_\_\_\_\_  
Signature of Lessee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of LLA Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
CABANA #

**Return Lease with Payment to: LLA • 6718 Coldstream Drive • New Market, MD, 21774**

.....

*For Office Use only*

Payment Received: \_\_\_\_\_ cash \_\_\_\_\_ check (# \_\_\_\_\_) Staff Initials \_\_\_\_\_

Received Copy of the Key \_\_\_\_\_ **OR** the Combination is \_\_\_\_\_

This Agreement is for the use of the following boat rack(s):

ASPEN B55

located within the Lake Linganore Association for a non-refundable lease amount of \$75.00 per rack for the current fiscal year of April 1, 2018 through March 31, 2019. If boat(s) are not kept on racks at all times, I could lose my boat rack.

This lease and use of this rack(s) expire March 31, 2019. [Redacted] (Initial here)

JOHN DOE  
123 Main Street

I also understand that I am not permitted to make any structural or physical changes to the rack, nor am I allowed to paint or stain the rack without specific written permission from the Lake Linganore Association, Inc. ("Association" or "LLA"). I understand that this boat rack use agreement shall be automatically cancelled and is not transferable to a third party should I no longer be a property owner, or tenant, within the Lake Linganore PUD. I agree that my boat(s) must display an active Lake Linganore Association Boat Barcode Permit if placed on a community boat rack. The barcode must be placed on the boat no later than March 31st, 2018, no exceptions. If a barcode is not on the boat by this date, LLA has the right to cancel this boat rack use agreement and remove boat(s) from rack. I also understand that my boat must be maintained and kept in good condition while on the rack at all times. If boat is not maintained, it could be removed by the LLA office. I further agree that if a boat is found in any space other than the one assigned per this contract the boat will be removed and the lease will be void. A \$20 penalty/storage fee will be incurred to retrieve the boat from the LLA. [Redacted] (Initial here)

I understand that LLA must maintain the boat racks once a year. I agree to remove my boat from the boat rack during the requisite maintenance period. I agree that LLA may provide a designated area to store my boat during this time, but LLA is under no obligation to do so. I agree that if I do not remove the boat myself, LLA may remove and store my boat, at my expense. In the event that LLA provides a designated storage area while maintenance is performed on the boat rack, I agree to hold harmless and indemnify the Association for (1) any damage caused to the boat rack by myself or my guests, and (2) any and all damage to the boat while stored on the LLA designated storage area as a result of any cause. I agree to remove my boat from the rack within ten (10) days of any cancellation of this use agreement either by myself or the Association. I further agree that if my boat is not timely removed, the Association has the right, but not the obligation, to remove and store the boat, all at my cost, expense, and risk. Any and all towing and storage services undertaken by LLA at its sole discretion, pursuant to this use agreement, due to my failure to remove the boat from the racks during the maintenance period, and as a result of the cancellation of this use agreement, shall constitute a "service" under §16-202(b)(1) of the Commercial Law Article of the Annotated Code of Maryland, such that LLA shall have a boat lien for any such towing and storage charges that arise from removing the boat from the LLA boat racks.

I understand that if I fail to timely remove my boat upon cancellation or expiration of this use agreement and LLA incurs expenses, thereby establishing a boat lien, LLA may proceed with notice to any holders of perfected security interests, in accordance with §16-203(b) of the Commercial Law Article, Annotated Code of Maryland, if applicable. I further understand that if the charges that give rise to the lien are due and unpaid for thirty (30) days and LLA remains in possession of the boat, LLA may sell the boat at a public sale or may otherwise dispose of the boat. In the event that LLA holds a public sale, the proceeds of the sale shall be applied in accordance with §16-207(e) of the Commercial Law Article, Annotated Code of Maryland. I agree that I will be personally liable for any difference between the amount due under the boat lien and the proceeds from the public sale and any other costs incurred by LLA pursuant to this use agreement. I agree to hold harmless and indemnify the Association for (1) any damage caused to the boat rack by myself or my guests, or as a result of storage and (2) any and all loss due to natural causes, including property damage and bodily injury which may arise out of this use agreement regardless as to who is at fault. LLA is not responsible for stolen or damaged boats. [Redacted] (Initial here)

I agree that my FY2019 Annual Dues have been paid and that I am a member in good standing. My boat will display an active Lake Linganore Association Boat Barcode Permit at a cost of (\$0 per boat for 2018), which must be paid for and applied to one end of the boat no later than March 31<sup>st</sup>, 2018.

**\*\*Note: you cannot have a boat rack without payment in full for the rack (\$75) and a permitted boat for the rack (\$0)\*\*.**

My email is:

\_\_\_\_\_  
Signature of Lessee                      Date                      Lessee Please Print Name Here                      Signature of LLA Representative                      Date

**Please initial in 3 places, sign and return with payment. (\$75 per rack) by March 31st, 2018 to:**  
Lake Linganore Association, Inc. 6718 Coldstream Drive New Market, MD 21774

(For Office use only) Boat permit numbers issued to this property:

## Moon Bounce Reservation Agreement

Name: \_\_\_\_\_

Property ID: \_\_\_\_\_

Address: \_\_\_\_\_

Phone number: \_\_\_\_\_

E-mail: \_\_\_\_\_

Function date and time: \_\_\_\_\_

Location: \_\_\_\_\_

- Only members in good standing with the LLA may rent the moon bounce.
- The member must be 18 years of age or older to reserve.
- Member will be held responsible for any damages, clean-up, and violations caused by guests or self when using the moon bounce.
- Member will hold harmless and indemnify the LLA from any and all loss, property damage, bodily injury and/or liability of any nature arising from the use of the moon bounce.
- The cost to reserve/rent the moon bounce is \$50. Payment is due in full before/at retrieval.
- Moon bounce must be retrieved and returned during office hours (M-F 9AM to 5 PM).

I read and understood all the above listed terms and conditions. I agree that I am a member in good standing and agree to all rules, regulations, and fees.

\_\_\_\_\_

Member Signature

Date

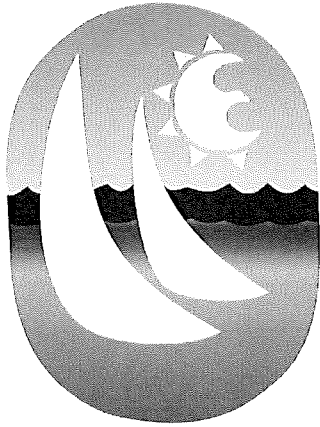
\_\_\_\_\_

LLA representative

Date

For office use only:

Check number	Amount	Date Received



**Lake Langanore  
Association**

*at Eaglehead*

**EVENT RESERVATION &  
RENTAL AGREEMENT**

*2018 Pricing, Terms, and Conditions*

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This agreement outlines the rental rules and regulations for the Events Tent and Pavilion locations within Lake Linganore. It also outlines exercise classes which may occur at these locations and other amenities. The reservation agreement is issued by Lake Linganore Association (LLA) and accepted by the member with the following terms and conditions. The Association does not have a regular meeting space for recurring meetings/events; therefore, a separate agreement must be submitted for each reservation (date). **The tent and pavilions are outdoor facilities. If it rains the day of your event, water will enter the tent and/or pavilion.** Water clean-up is not an emergency the day of or during an event. Employees are not site weekdays before 9am or after 5pm nor on weekends.

## THE EVENTS TENT

### I. Tent Overview

1. **Open May 1 through October 31** (*10am to 9pm Sunday-Thursday • 10am to 10pm Friday & Saturday*)
2. **Not open to the public.**
3. 40' x 100' white, high peaked tent accommodates up to 200 guests with a dance floor.
4. 33' x 24' dance floor
5. 200 people max seated
6. 10– 60" round tables
7. 7-32" high top tables
8. 5 - 6ft rectangle tables
9. 4-8ft rectangle tables
10. 150 White folding chairs
11. 1 Portable Bar/Beverage Cart
12. 2 Four foot gas grills
13. Electricity available
14. Interior globe lighting
15. Porta Potty on site
16. Parking available on site and overflow at the Coldstream Parking lot

### II. Access

17. All reservations are based on a first come, first served basis.
18. Per Frederick County permit requirements, all reservations must have proof of Crowd Manager certificate within 30 days of when the reservation agreement is signed. See page 10 for instructions.
19. The tent is an amenity for Lake Linganore residents. Reservation must be made by a LLA Member or leaseholder, and a LLA Member or Leaseholder must be present for the duration of the event. Amenity Patrol has the right to ask to see the reservation holder's Membership ID.
20. Only members and leaseholders in good standing with the LLA may rent the tent.
21. Reservations are confirmed upon the completion of this reservation agreement, payment, and if necessary General Manager and/or BoD approval.
22. Access to tent begins at 10 AM on the event day. All events must end and the tent must be exited by 9:00 PM Sunday through Thursday and 10:00 PM Friday and Saturday to comply with the LLA and Frederick County noise ordinance.

23. The facility will be opened, closed and secured by the member or leaseholder. Amenity Patrol will do a follow up inspection after scheduled event conclusion. If the premises is found unlocked, a \$20 fee will be withheld from deposit.
24. Holidays and/or holiday weekends are subject to higher rental charge if date is available and approved.
25. Member/leaseholder is responsible for cleaning premises after event. Deposit will be withheld if clean-up is completed by the LLA staff (see "Logistics").
- 26. Member/leaseholder is fiscally responsible for any damages to the tent exceeding their deposit.**
27. Member/leaseholder must have LLA membership card with them at date of reservation.

### **III. Payment**

28. There is a \$100 refundable deposit and \$360 rental fee due with the signed agreement to reserve your date.
29. Additional rental fees can be found under "Rates".

### **IV. Cancellations (not including Exercise classes)**

30. If a reservation cancellation is received more than 30 days prior to the reserved date, a refund will be issued less a \$20 cancellation fee which will be deducted from the deposit.
31. If a reservation cancellation is received 30 days or less prior to the reservation date, 50% of the reservation fee will be refunded.
32. Cancellations received within 72 hours of the reservation date are non-refundable.
33. General Manager or Board of Directors have the right and sole discretion to end the party at any time for breach of this agreement and/or LLA Rules & Regulations. No refund will be granted in such circumstances. If the instance of severe weather that would cause harm to members (lightning), the party may be required to exit the tent. Refunds may be issued on a prorated basis.

### **V. Logistics**

34. Lake Linganore Association will provide the tables and chairs at the facility per the logistics discussed and agreed upon between the Member/Leaseholder and LLA Event Coordinator.
35. The Member/Leaseholder is responsible for set-up and breakdown of tables and chairs.
36. The Member/Leaseholder is responsible for clean-up. This includes returning the facility to its original state (i.e. layout upon arrival). Failure to do so will result in deposit forfeiture (See #9 under "Access").
37. The Lake Linganore Association staff must review and approve all proposed logistical plans for the use of the premises a minimum of 14 days prior to the event (i.e. additional lighting, music plans, etc.).
38. Member/Leaseholder will be held responsible for any and all damages, clean-up, and violations caused by Member/Leaseholder or guests. All Members/Leaseholders and guests must adhere to all Lake Linganore Association Rules and Regulations.
39. The Lake Linganore Association Recreation Tent is a non-smoking/vaping venue. Smoking/vaping is not permitted within the confines of the fenced area. There is a smoking section located outside the gated area.
40. The tent dance floor is for dancing and/or exercise programs only. No tables or other heavy items are permitted on the dance floor.
41. Tent sidewalls remain "as is" (up or down) depending on the time of year. Any modification requests will incur an additional charge.

42. The Member/Leaseholder or agents, vendors, servers, employees, invitees, and/or visitors, will take good care of the Lake Langanore facilities, fixtures, and equipment and will not remove any such personal property from the facility. All aforementioned persons will not deface any Lake Langanore displays or erect any signs, advertisements, notices, awnings, tents, or similar items without prior written consent.
43. All Member's/Leaseholder's agents, vendors, servers, employees, invitees, and/or visitors will be made aware they may enter the property only when Member/Leaseholder has access to the tent per this agreement with Lake Langanore Association. Vendors are unable to set up or tear down outside of the rental agreement. Member/Leaseholder is responsible for all agents, vendors, servers, employees.
44. Lake Langanore Association will be notified, by written listing, of any vendor items, which will be left for pick up on the next business day. Lake Langanore Association is not responsible for any left behind items.
45. A final attendance count is due 14 days prior to event.
46. Amenity Patrol will be present for events where alcohol is present (See "Alcohol"). Cost of the service will be charged to the resident. This service is nonnegotiable.

#### **VI. Music**

47. Music is permitted within the tent and must end by 9:00 PM Sunday through Thursday and 10:00 PM Friday and Saturday in order to comply with LLA and Frederick County noise ordinances.

#### **VII. Decorations**

48. Decorations may not be hung from the tent without prior approval from LLA at least two weeks in advance (this includes, but is not limited to rice, confetti, flower petals, balloons, glitter, fog machines, pyrotechnics, sparklers, additional lighting, and blowing bubbles).
49. The use of glues, glitter, and other substances may be prohibited.
50. All decorations must be removed (without causing damage) by the end of the reserved time.
51. The only adhesive material allowed on the walls/pillars is drafting tape which will not damage surfaces. No masking tape, duct tape, electrical tape, transparent tape or double sided tape is allowed. All other decorations must be freestanding. Nails and staples may NOT be used anywhere.
52. Any use of candles must be approved by the facility. All candles must be contained or enclosed in glass. The flame must be at least two (2) inches below the height of the glass.
53. Combined tent outlet capacity is 40 amps (the outlets are connected to two 20 amp circuits). Any additional electrical needs will require a generator at the expense and responsibility of the Member/Leaseholder.

#### **VIII. Insurance and Disclosure**

54. Lake Langanore Association shall not be responsible for any liability for any such injury, death, or damage occurring anywhere upon the Lake Langanore facilities (i) by reason of the Member's/Leaseholder's occupancy of or use of Lake Langanore facilities or a portion of the Association facilities, or (ii) because of fire, windstorm, act of God or other cause unless primarily caused by gross negligence or intentionally tortuous act or omission by Lake Langanore Association.
55. Member/Leaseholder shall hold LLA harmless against and from any and all liability or claim of liability arising out of (1) the use, occupancy, conduct, operation or management of the LLA facilities by the Member/Leaseholder and/or the Member's/Leaseholder's agents, contractors, servers, employees, guests, invitees and visitors during the term of this agreement, or (2) any act whatsoever done or not done on the LLA facilities during the term of this agreement, or (3) any breach or default by the Member/Leaseholder in performing any of its obligations under the

provisions of this agreement or applicable law or (4) negligent, intentionally tortuous or other act of omission of the Member/Leaseholder or any of its agents, contractors, servers, employees, guests, invitees, and visitors during the term of this agreement, or (5) any injury to or death of any person or damage to any property occurring on the LLA facilities during the term of this agreement.

56. General Manager or Board of Directors have the right and sole discretion to end the event at any time for any breach of this agreement or failure to abide by any and all LLA rules and regulations. No refund will be granted in such circumstances.
57. If there are over 50 people or alcohol is being served, the resident shall provide a certificate of insurance naming Lake Linganore Association Inc. as additional insured at least thirty (30) days prior to the event covering Lake Linganore Association, Inc. through the date of the event. Insurance is to include an amount not less than \$500,000 Combined Single Limit for Bodily Injury and Property Damage, and Host Liquor Liability if alcohol is being served.

#### **IX. Alcohol**

58. Alcohol is permitted under the following conditions:
  - a. BYOB&W = Bring your own beer and wine, is allowed for gatherings of up to 50 people.
  - b. Alcohol may not be served to minors.
  - c. For events hosting more than 50 people and/or wishing to serve/have liquor; you must hire a Certified Bartender to service and supply the event.
  - d. The Bartender has final say on service limits.
  - e. Glass containers of any kind are not permitted, other than wine and liquor bottles handled by the bartender.
  - f. Amenity Patrol will be present for all events where alcohol is served (such as birthdays, fundraisers, wine tastings, corporate parties or receptions). This service is nonnegotiable. Cost of the service will be charged to the resident.
  - g. Any event charging for alcohol (including an entrance/registration fee), requires a permit from Frederick County (per Frederick County Liquor Board). Proof of permit will need to be provided to the event coordinator prior to the event.

#### **X. Non-profit organizations**

59. Non-profit organization functions may only take place at the tent under the following circumstances:
  - a. All above rules and regulations are observed.
  - b. The private event is held solely by a Member of the community.
  - c. The Member of the community is an employee or leader of the organization.
  - d. Non-profits may receive a discount on tent rental if approved by the Board of Directors or General Manager.
  - e. We do not have a regular meeting space.

## PAVILIONS: WOODRIDGE AND PINEHURST

### I. Access

1. Reservation must be made by a Member or Leaseholder. Member or leaseholder must be in attendance at all times. Amenity Patrol has the right to ask to see the reservations holder's membership ID.
2. Access to pavilions begins at 9 AM on the event day. All reservations must end and exit by 9:00 PM.
3. Woodridge pavilion is off Woodridge Drive. Woodridge pavilion has six picnic tables and one grill. Six to eight people can fit at each table. Approximately 36-48 people total can fit under the pavilion.
4. Currently, Pinehurst Pavilion is not acknowledged on Google Maps. 6501 Pinehurst Drive will bring you close enough to the Pinehurst pavilion on GPS. Pinehurst pavilion has eight picnic tables and two grills. Six to eight people can fit at a table. Approximately 48-64 people total can fit under the pavilion.
5. Any planned gathering of more than ten (10) people constitutes an event.
6. No event can exceed 30 nonmembers/nonresidents unless approved in writing by LLA.
7. Glass containers are not permitted.
8. Alcoholic beverages are not permitted at the pavilions.
9. No open fires.
10. Properties surrounding the pavilion are private and not available to events.
11. Amenity Patrol will be notified of events and will monitor activity.

### II. Cost and cancellations

12. There is a \$100 refundable deposit and \$50 rental fee due with the signed agreement to reserve your date.
13. Member/leaseholder is responsible for cleaning premises after event. Deposit will be withheld if clean-up is completed by the LLA staff.
14. Member/leaseholder is fiscally responsible for any damages to the event space exceeding their deposit.
15. See "Cancellations" under "The Events Tent" (page 3).

### III. Parking

16. All guests must park in Coldstream Pool parking lot or Member's/Leaseholder's driveway.
17. No guest parking is allowed at Brosius Dam parking lot without LLA permit.
18. Only Members with vehicles bearing a barcode sticker are permitted to park at amenities. However, LLA does not have any restrictions on street parking. Guest should park in such a way as to not impede road traffic or block access to homes.

### IV. Insurance and Disclosure

19. In cases of severe weather that would cause harm to members (i.e. lightning), LLA may require access to end early or be cancelled for the day.
20. Lake Linganore Association shall not be responsible for any liability for any such injury, death, or damage occurring anywhere upon the Lake Linganore facilities (i) by reason of the Member's/

Leaseholder's occupancy of or use of Lake Linganore facilities or a portion of the Association facilities, or (ii) because of fire, windstorm, act of God or other cause unless primarily caused by gross negligence or intentionally tortuous act or omission by Lake Linganore Association.

21. Member/Leaseholder shall hold LLA harmless against and from any and all liability or claim of liability arising out of (1) the use, occupancy, conduct, operation or management of the LLA facilities by the Member/Leaseholder and/or the Member's/Leaseholder's agents, contractors, servers, employees, guests, invitees and visitors during the term of this agreement, or (2) any act whatsoever done or not done on the LLA facilities during the term of this agreement, or (3) any breach or default by the Member/Leaseholder in performing any of its obligations under the provisions of this agreement or applicable law or (4) negligent, intentionally tortuous or other act of omission of the Member/Leaseholder or any of its agents, contractors, servers, employees, guests, invitees, and visitors during the term of this agreement, or (5) any injury to or death of any person or damage to any property occurring on the LLA facilities during the term of this agreement.
22. General Manager or Board of Directors have the right and sole discretion to end the event at any time for any breach of this agreement or failure to abide by any and all LLA rules and regulations. No refund will be granted in such circumstances.
23. If there are over 50 people, the resident shall provide a certificate of insurance naming Lake Linganore Association Inc. as additional insured at least thirty (30) days prior to the event covering Lake Linganore Association, Inc. through the date of the event. Insurance is to include an amount not less than \$500,000 Combined Single Limit for Bodily Injury and Property Damage.

## EXERCISE CLASSES

### I. Access

1. The instructor can provide a series of classes for the community (once a week, bi weekly, etc.) at the Tent M-F between 9am-5pm unless the instructor holds a crowd manager certificate (see page 10).
2. Classes held at other amenity locations within the community may be considered (i.e., beach, lake, park, pavilion, etc.). If approved, classes can be held Monday through Thursday between 7 am and 10 am and 6 pm to 8 pm at the specified location. Classes are for members and their guests only. Any and all amenity rules and regulations must be observed (including the guest policy).
1. Class scheduling is based on a first come, first serve basis.
2. All relevant terms and conditions listed under "The Events Tent" must be observed at the Tent and other amenity locations (example: Music, Insurance and Disclosure, etc.).

### II. Cost

3. For providing the community a service, in lieu of the normal deposit and rental fee(s), 15% of class participation funds are due (i.e. 85% of participation fees will be kept by instructor and 15% of participation fees will be returned to LLA). This pertains to classes given anywhere on Lake Linganore common area (i.e. beach, tent, pavilion, etc.).
4. In return, the instructor is able to charge their personal class rates and the office will provide community awareness. The office must be made aware of class pricing to properly inform community.
5. Class participation list and funds must be submitted to the LLA office within 24 hours of the end of each class either through the drop box or front office, unless otherwise discussed and agreed upon with LLA Event Coordinator.

### III. Cancellations

6. If unable to instruct on a scheduled day, please make the office aware as soon as possible so an email alert may be sent to the community and to be posted at exercise location if necessary.

### IV. Insurance and Disclosure

7. Exercise Class instructors must provide LLA with a liability waiver.
8. In cases of severe weather that would cause harm to members (i.e. lightning), LLA may require the exercise class to end early or be cancelled for the day.
9. General Manager or Board of Directors have the right and sole discretion to end the exercise class.
10. Lake Linganore Association shall not be responsible for any liability for any such injury, death, or damage occurring anywhere upon the Lake Linganore facilities (i) by reason of the Member's/ Leaseholder's occupancy of or use of Lake Linganore facilities or a portion of the Association facilities, or (ii) because of fire, windstorm, act of God or other cause unless primarily caused by gross negligence or intentionally tortuous act or omission by Lake Linganore Association.
11. Member/Leaseholder shall hold LLA harmless against and from any and all liability or claim of liability arising out of (1) the use, occupancy, conduct, operation or management of the LLA

facilities by the Member/Leaseholder and/or the Member's/Leaseholder's agents, contractors, servers, employees, guests, invitees and visitors during the term of this agreement, or (2) any act whatsoever done or not done on the LLA facilities during the term of this agreement, or (3) any breach or default by the Member/Leaseholder in performing any of its obligations under the provisions of this agreement or applicable law or (4) negligent, intentionally tortuous or other act of omission of the Member/Leaseholder or any of its agents, contractors, servers, employees, guests, invitees, and visitors during the term of this agreement, or (5) any injury to or death of any person or damage to any property occurring on the LLA facilities during the term of this agreement.

12. General Manager or Board of Directors have the right and sole discretion to end the event at any time for any breach of this agreement or failure to abide by any and all LLA rules and regulations. No refund will be granted in such circumstances.
13. ~~If there are over 50 people or alcohol is being served,~~ the resident shall provide a certificate of insurance naming Lake Linganore Association Inc. as additional insured at least thirty (30) days prior to the event covering Lake Linganore Association, Inc. through the date of the event. Insurance is to include an amount not less than \$500,000 Combined Single Limit for Bodily Injury and Property Damage, and Host Liquor Liability if alcohol is being served.



# RATES

## THE EVENTS TENT\* (due at time of reservation)

Rental Fee (All items listed pg. 2 "Tent Overview" are included)	\$360
Deposit	\$100

## ADDITIONAL FEES (may require additional agreement)

Moon Bounce	\$50
Amenity Patrol	Please contact the office for current rates

## PAVILIONS\* (due at time of reservation)

Rental Fee	\$50
Deposit	\$100

## EXERCISE CLASS

Class cost:

Total due 24 hours after each class

## CROWD MANAGER

Per Frederick County, a Crowd Manager must be present at each event held at the tent. Members can register and take the online training course (\$19.95) through the Fire Marshall Support Service website (<https://www.crowdmanagers.com/registration/>).

A copy of the certificate obtained for completing the course must be provided to the LLA Event Coordinator 30 days after the reservation agreement is signed (and prior to the reservation day).

*\*If able, please pay deposit and rental fee with separate checks.*

*LLA sanctioned committees holding official meetings are exempt from fees.*

# RESERVATION AGREEMENT

Name: \_\_\_\_\_

Property ID (found on ID card): \_\_\_\_\_

Address: \_\_\_\_\_

Phone number: \_\_\_\_\_

E-mail: \_\_\_\_\_

Occasion: \_\_\_\_\_

Function date and event time: \_\_\_\_\_

Location: \_\_\_\_\_

Estimated attendance (final count due 14 days prior to event date): \_\_\_\_\_

**Signing below signifies I read and understood the Event Reservation and Rental agreement. I agree that I am a member in good standing and agree to all pricing, terms, and conditions outlined in the document hereto attached.**

\_\_\_\_\_

Member Signature

Date

\_\_\_\_\_

LLA representative

Date

# CHECKLIST

The following is required in order to complete your reservation and receive access to the location.

## AGREEMENT (PAVILIONS AND TENT)

- Signed reservation agreement
- Rental Fee paid via check or cash
- Deposit (refundable) paid via check or cash
- If applicable, copy of General Liability Insurance received at least 30 days prior to the event (see "Insurance and Disclosure" under respective rental)

## CROWD MANAGER (TENT ONLY)

- Copy provided of Crowd Manager Certificate (see #18 on page 2 under "Access")

## ALCOHOL (TENT ONLY)

- Amenity patrol paid for via check or cash
- Proof provided of certified bartender (see #58 on page 5 under "Alcohol")
- Copy provided of Frederick County Alcohol Permit (Only needed if charging for alcohol (including an entrance/registration fee) see #58 on page 5 under "Alcohol")

## EXERCISE CLASS

- Signed reservation agreement
- Copy provided of Liability Insurance
- Copy provided of Liability waiver



Lake Linganore Association, Inc.

Private Pool Party Reservation Agreement 2018 - Reservation hours are between Noon and 8:00pm. (2hr Minimum)

Form with fields: Name, Address, Email, Phone, Event Date, Property Id #, Occasion, # People, Summerfield Pool - Monday's, Coldstream Pool - Tuesday's, Westwinds Pool - Wednesday's, Monday Times, Tuesday Times, Wednesday Times.

Administrative fee..... \$ 20.00
Initial set up fee..... \$ 20.00

Hourly Rates:

- [ ] 1-50 people 2 guards #hours x \$ 50 =
[ ] 51-75 people 3 guards #hours x \$ 75 =
[ ] 76-100 people 4 guards #hours x \$100 =
[ ] 101-125 people 5 guards #hours x \$125=
[ ] 126-150 people 6 guards #hours x \$150=
[ ] 151-175 people 7 guards #hours x \$175=
[ ] 176-200 people 8 guards #hours x \$ 200=

Add CS Kiddy Pool \$25/hr (optional)

Add CS Pool Slide \$25/hr (optional)

Check # 1: PAYMENT Please make check payable to: LLA in the amount of \$ (check# Date Rcvd)

Check # 2: DAMAGE DEPOSIT Please make check payable to: LLA in the amount of \$ 500.00 (check# Date Rcvd)

- Any member with 50 or more attendees must provide the LLA office with a Certificate of Insurance within 10 days of making the reservation.
Only members in good standing with the LLA may use amenities. The member must be 18 years of age or older to reserve a private party.
All reservation monies are due in full at the time of booking.
Cancellations received more than 14 days prior to the reservation start time will be issued a full refund less a \$20 cancellation fee. Cancellations received less than 14 days prior to the reservation start time will be charged 50% cancellation fee. Cancellations received within 48 hours of the reservation start time are non-refundable.
Member will be held responsible for any damages, clean-up, and pool violations caused by guests or self. The member and guests must adhere to all Lake Linganore Association Pool Rules and Regulations.
Member will hold harmless and indemnify the Lake Linganore Association from any and all loss, property damage, bodily injury and/or liability of any nature arising from the use of the pool facility under this contract.
There must be one attendee over the age of eighteen (18) years of age present for every six attendees under the age of eighteen (18) years of age present.
Authorized pool staff and/or Lake Linganore Association representative has the right and sole discretion to end the party at any time if rules are not adhered to. No refund will be granted in such circumstances.
Glass containers of any kind are NOT allowed in the pool area. Alcoholic beverages are NOT permitted in the pool areas.
In cases of weather that would cause harm to swimmers, the party may be required to exit the pool. Refund based on covering the cost of all on-duty time of life guards.
Decorations are to be kept to a minimum. Confetti, glitter or similar products are NOT permitted.
Damage Deposit Check will be shredded after event, provided no damage occurs.

I am a member in good standing and age 18 or older. I have read, understand and agree to the above listed rules, regulations and fees as stated above.

Member Signature Date

LLA Representative Date

For office use only: Certificate of Insurance (50 + attendees) must be received by (date)

Emailed Pool Co. & VM (date and initials) Damage Reported: YES NO Damage Ck. Shredded (date and initials)



*Condensed POOL RULES & Regulations for Pool Parties (Revised July 2017)*

**General Regulations**

1. Members and guests use recreational facilities at their own risk. LLA is not responsible for loss, theft, or damage to personal property or for articles left in automobiles or on pool grounds. Members and guests are responsible for their own willful or malicious damage to facility.
2. Violation of the rules constitutes suspension of privileges. Pool management has the authority to suspend pool privileges. Lifeguards and pool managers are the authority in all matters pertaining to the safety, operations, and management of the pool. Pool lifeguard or pool manager can require a resident and/or guest to leave the pool area due to a violation of rules and can ban further admittance pending a report to the LLA management within forty-eight (48) hours of the violation.
3. Members and guests are not permitted to smoke or drink in the pool/cabana areas or inside/outside of the fence, as required by Maryland law.
4. Any person who climbs a pool fence to gain admittance to the pool will be deemed trespassing and dealt with accordingly.
5. Complaints are to be made to pool manager, who is responsible to LLA management.
6. Bicycles may not park directly in front of pool entrance.
7. Pets are prohibited.
8. Members may use the pool pay phone only.

**Pool Safety Regulations**

1. No one will be allowed in the swimming pool area unless the pool is officially open and a lifeguard is on duty. Entering the pool premises when it is not open for public use is considered trespassing and is punishable by fines, imprisonment, or both.
2. Children under the age of 12 must be accompanied by a parent or responsible person 16 years old or older. In addition, children under 7 years old must be accompanied by a parent or responsible person, in a swim suit at all times including in the water, on the deck, and in the restroom. While in the water, the parent or responsible person must remain within arms reach of the child. Any child who cannot swim the length of the pool or requires a flotation device (acceptable list follows) must be under close and constant supervision by parent or responsible person in order to assure the child's safety.
3. Acceptable flotation devices in the big pool are as follows: Coast Guard approved life-jackets, PDFs, some swim suit attached floats and noodles (only when parent or persons listed above are within arms reach of child). Pool manager reserves the right to allow or disallow devices based on child's ability to swim or control their buoyancy, the size of the object, and the number of bathers in the pool at the time. Wading/Baby Pool: small toys, balls, small inflatable devices, at the pool manager's discretion.
4. Appropriate swimwear must be worn at all times. Thongs are not allowed.
5. For the health of all staff and patrons, persons who have visible skin blisters, large open cuts, large areas of exposed sub-skin tissue, sore or inflamed eyes, severe nasal or ear discharge, wearing bandages or multiple Band-Aids®, or are experiencing even a mild case of diarrhea may not be permitted in the pool.
6. NO GLASS, ALCOHOL, OR TOBACCO is permitted anywhere in the pool area or entrance to the pool area. Persons who appear to be under the influence of alcohol or narcotics will be denied admission.
7. Running, boisterous or rough play, pushing, acrobatics, dunking, wrestling, excessive splashing, yelling, diving, or jumping dangerously, or any improper conduct causing undue disturbances in or about the pool area and bathrooms or any acts that would endanger any patron are prohibited. The lifeguards have authority to enforce all pool rules. Patrons who repeatedly violate the rules will be ejected by the pool manager.
8. Abusive or profane language is not permitted.
9. No prolonged underwater swimming for time and/or distance. Competitive and/or repetitive breath holding can be deadly and is not permitted. Hyperventilation is absolutely not permitted.
10. Radios, or other music sources must be kept away from the water's edge. Volume must remain at a reasonable level so as not to disturb other patrons (use of headphones are most appreciated). If any pool patron complains about the volume, the guard will have it adjusted to an acceptable level.
11. The lifeguard is the absolute authority in all matters pertaining to the safety and operation of the pool. They are there for your protection. Please do not distract them in any way. If you need to talk with one of them, wait until he/she is away from their guarding post.
12. Diving is allowed only in designated areas. Diving in water less than nine (9) feet, back dives, somersaults, "cannon balls", and other dangerous stunt jumps from the side of the pool or any other unsafe activities are not permitted.
13. Playing near or around the pool drains is strictly prohibited.
14. During storms, pool will be closed and the entire area cleared of patrons at the discretion of the pool manager. The pool will remain closed for thirty (30) minutes past the last flash of lightning or sound of thunder.
15. NO flotation devices of any type are permitted on diving boards, slides or lap lanes.

**Pool Health Regulations**

1. Children who are not toilet-trained must wear disposable swim diapers in any of the pools.
2. Individuals with a known medical or physical condition that could place them at higher than normal risk while in or around the pool, should be accompanied by a parent or responsible person 16-years old or older.
3. Spitting, spouting of water, blowing nose and/or urinating in the pool are prohibited.
4. All litter must be placed in proper receptacles.
5. Chewing gum is prohibited.

**LLA Recreation Facilities Regulations**

1. No bicycles, skateboards, scooters, etc. allowed on tennis courts.
2. Pool and tennis activities may occasionally be restricted from general use in order to permit special events as authorized by the LLA.
3. Gas-powered model airplanes, racing cars, go-carts, mini-bikes, skateboards, roller skates or rollerblades are also prohibited from tennis and basketball courts, swimming area, and parking lots.

# Meadows At Lake Linganore Association

Annual Registration



Lake Linganore Association, Inc.



## Lake Linganore Association, Inc.

### SETTING UP YOUR NEW MEMBERSHIP ACCOUNT

As a new owner you will need to provide our office with your email address upon the purchase of your new property at your earliest convenience, so that we may provide you with your User ID and Password to gain access to your membership account. You can email us at [llaoffice@lakelinganore.org](mailto:llaoffice@lakelinganore.org).

Lake Linganore is a private community.

Passes & Permits are issued for members and items listed on your account.

Your online membership account will allow you to:

1. Register family members and upload their photos so that we may print and issue their LLA Photo ID Cards. Each member is required to have an LLA issued Photo ID Card on their person at all times when using the common areas and amenities (trails, parks, pools beaches, etc...). This LLA Photo ID Card is your primary proof of membership.
2. Register auto's so that we may print and mail your parking passes. Member vehicles must have the LLA Parking Permit displayed when parked in the common areas to avoid towing.
3. Register any boats, boat trailers, golf carts and portable basketball hoops so that we may print and mail your Recreational Permits. All boats, boat trailers, golf carts and portable basketball hoops must also display their respective LLA Recreational Permits.
4. Provide your communication information to ensure that you receive timely and accurate community information, events, and important news bulletins via mail, email, newsletter and other media.
5. Pay your Annual HOA Dues online. At the beginning of every year your Annual Dues Invoices will be mailed to you. This will be a good time to log in to your account to pay your dues and update membership information on your account.

Upon registration, we will mail membership materials for registered items along with a Welcome Packet. You should receive this within 5 business days. If you wish to use the common areas sooner, you can stop by our office for a temporary pass.

If you have any questions, please contact us.

Thank you,  
Member Services  
Ph. 301-831-6400 x 110  
[llaoffice@lakelinganore.org](mailto:llaoffice@lakelinganore.org)

*Office 301-831-6400 • Fax 301-831-3246 • 6718 Coldstream Drive • New Market, Maryland 21774*

# Meadows At Lake Linganore Association

Approved Resolutions



Lake Linganore Association, Inc.



**LAKE LINGANORE ASSOCIATION, INC.**

**SECOND AMENDMENT TO DUE PROCESS ENFORCEMENT PROCEDURES  
FOR ADDRESSING ALLEGED  
VIOLATIONS OF THE GOVERNING DOCUMENTS  
05/01/2015**

**WHEREAS**, Article IV, Section 3 of the Declaration of Conditions, Covenants, Restrictions, Easements and Charges (“Declaration”) governing the Lake Linganore Association, Inc. (“Association”) anticipates that the Association may adopt and publish Rules and Regulations and Article IV, Section 11 of the Bylaws for the Association, as amended, provides that the Board of Directors has both the power and duty to establish and amend rules of procedure for the manner in which cases of alleged violations of the Governing Documents are processed, which rules of procedure shall be consistent with traditional customs of due process; and

**WHEREAS**, Article IV, Section 11 of the Bylaws, as amended, further provides that the Board of Directors shall be authorized to enforce judgments rendered regarding violations of the Governing Documents of the Association through reasonable and appropriate punitive measures which may include the assessment of financial damages caused by the violation, the assessment of fines, the suspension of rights to use the Common Properties (as such term is defined in Article II of the Declaration) and facilities of the Association and/or the initiation of legal action at law or in equity; and

**WHEREAS**, Members, as such term is defined in Articles II and III of the Declaration, shall be responsible for the actions and omissions of such Member’s minor children, family and household members and guests as well as such Member’s tenants and tenants’ guests; and

**WHEREAS**, if the violation was the result of actions or omissions by a tenant or the tenant’s guests, all notices provided for herein shall be sent to both the Member and the tenant to the extent that the Association has contact information for the tenant and the tenant shall be allowed, if requested, to participate in the hearing process; and

**WHEREAS**, Article IV, Section 11 of the Bylaws, as amended, further provides that financial judgments rendered by the Board of Directors shall be collected as assessments as provided in Article V of the Declaration; and

**WHEREAS**, the Board of Directors has determined that procedures for addressing the enforcement of violations of the Declaration, Bylaws and Rules and Regulations (collectively referred to herein as the “Governing Documents”) of the Association are necessary and appropriate at this time.

**NOW, THEREFORE, BE IT RESOLVED THAT:** The Board of Directors hereby adopts this Due Process Enforcement Procedures for Addressing Alleged Violations of the Governing

Documents. These new Procedures shall supersede all previous procedures that may have been adopted and shall be effective from the date hereof.

**I. ENFORCEMENT PROCEDURES**

**A. Identification of Potential Violation.** It shall be the responsibility of the Board of Directors, the General Manager of the Association, the Compliance Inspector (an employee of the Association that is responsible for the review and oversight of the compliance by Members, residents and guests with the Governing Documents of the Association) or other agent or designee of the Board of Directors or General Manager to identify potential violations of the Governing Documents of the Association and/or to receive information from other sources which identify potential violations of the Governing Documents. There are numerous methods in which potential violations of the Governing Documents may be identified and brought to the attention of the Board of Directors and/or General Manager for action. Such methods include the following:-

1. The Board of Directors or the members thereof, through visual inspections of the Association property or through any other means, may observe or otherwise identify potential violations of the Governing Documents.
2. The General Manager and/or the Compliance Inspector may bring to the attention of the Board of Directors potential violations of the Governing Documents that have been observed or otherwise identified within the Association.
3. The Board of Directors or the President of the Association may bring to the attention of the Board of Directors potential violations of the Governing Documents that have been observed or otherwise identified within the Association.
4. Any Member or resident within the Association may submit a complaint to the General Manager, the Compliance Inspector, or the Board of Directors regarding a potential violation of the Governing Documents within the Association.

**B. Determination of Alleged Violation.** Upon identification of a potential violation of the Governing Documents, the matter shall be referred to the Compliance Inspector to determine if the alleged action or inaction identified may amount to a violation of the Governing Documents. If deemed necessary or appropriate, the Compliance Inspector may make a preliminary investigation to determine if a violation is believed to exist or may have occurred. The Board of Directors or the General Manager shall also be authorized to direct the Compliance Inspector, or if deemed necessary the General Manager, to make such preliminary investigation. If the Compliance Inspector, the General Manager or the Board of Directors

determines that a violation may exist or may have occurred, the enforcement procedures outlined herein shall be pursued. If there is a determination that a violation does not exist or did not occur, the Compliance Inspector shall notify the party who submitted the complaint of such determination.

- C. Notification of Alleged Violation of the Governing Documents. If a determination is made that a violation exists or occurred, a First Notice Friendly Reminder letter will be mailed to the Member by the Compliance Inspector. The First Notice Friendly Reminder will be a courtesy notice advising the member of the violation observed at the property and will request that the member correct the violation within a specific time period. The notice will also provide the member with an opportunity to request additional time to cure the violation.

If the violation is not cured within the stipulated time frame, and the member has not requested an extension then a Second Notice of Alleged Violation shall be sent to the member by the Compliance Inspector. The following requirements shall apply to the Second Notice of Alleged Violation:-

1. The Second Notice of Alleged Violation shall state the specific violation alleged, the provision of the Governing Documents which has been violated and the specific time period within which the violation must be corrected to avoid further enforcement action being taken by the Association. The time period provided shall be determined by the Compliance Inspector unless directed by the Board of Directors and shall be based upon a reasonable assessment of the amount of time that may be necessary to correct the violation. The Second Notice of Alleged Violation shall further advise that failure to correct the violation within the stipulated time period will subject the Member to fines and penalties as stated in Addendum A - Fine Schedule.

Options available to the member(s) are as follows:-

- (i) Appeal the violation by requesting a hearing before the Compliance Committee.
  - (ii) Provide a date for curing of the violation.
2. The Second Notice of Alleged Violation shall be sent to the Member involved in the following manner:-
    - (i) Regular mail to the address appearing on the books of the Association; and
    - (ii) Certified mail return receipt requested to the address appearing on the books of the Association.
    - (iii) Failure on the part of the Member involved to pick up the certified mail or failure on the part of such Member to notify the Association of a changed address shall be no excuse or defense.

- (iv) Copies of the Second Notice of Alleged Violation shall be maintained in the Association files by the General Manager, and a copy may be sent to the Association's attorney at the discretion of the Board of Directors or the General Manager.

- D. Notice of Hearing. If a Hearing is requested by the Member, or is scheduled for non-compliance, one shall be scheduled for the member at the next monthly meeting of the Compliance Committee. The member will be mailed a Notice of Hearing in the same manner and subject to the same conditions as the Second Notice of Alleged Violation. The Notice of Hearing shall provide that he or she may be present at the Hearing, may be represented by legal counsel at the Hearing, may present any relevant evidence, including witnesses and will be given an opportunity to examine and cross-examine witnesses. The Notice of Hearing shall also advise the Member that he or she is not required to be present at the Hearing but that a judgment may be entered in his or her absence, which may include the imposition of various penalties or sanctions, including but not limited to, the assessment of charges and/or fines or the suspension of rights to use the Common Properties and facilities if a violation is found to exist or have occurred.

Copies of the Notice of Hearing shall be maintained in the Association files by the General Manager, and a copy may be sent to the Association's attorney at the discretion of the Board of Directors or the General Manager.

- E. Hearing Schedule.
  1. The Hearing shall be scheduled no sooner than ten (10) days from the date of the Notice of Hearing.
  2. If the member cannot attend the scheduled hearing date then upon request from the member the hearing date will be rescheduled to the next Compliance Committee's hearing date. The member will then be issued a new Notice of Hearing.
  3. The member will only be allowed two (2) opportunities to reschedule the hearing date.

- F. Hearing.
  1. Hearings shall be held before at least a quorum of the members of the Compliance Committee. A majority of the quorum shall be required for any decision or judgment at the Hearing.

2. The Compliance Committee Chairperson shall preside at the Hearing. At the beginning of the Hearing, the Chairperson shall explain the rules and procedures by which the Hearing is to be conducted.
3. The member is not required to be in attendance at the Hearing. The Compliance Committee will review the violation and any supporting documents and make a decision based on the information provided. If the member is found to be guilty then the appropriate fine will be assessed as reflected in Addendum A - Fine Schedule.
4. The procedure of the Hearing shall be that the party alleging the violation shall be allowed to present evidence first. If the basis for the alleged violation is a complaint by another Member or resident, such party shall be allowed to present evidence at this time. If the basis for the alleged violation is information provided or discovered by the Association, through the Compliance Inspector, the General Manager or the Board of Directors, designated representatives of such party shall be allowed to present evidence at this time. Upon completion of the evidence presented by the party alleging the violation, the Member alleged to be in violation or have committed a violation shall be allowed to present his or her evidence in response.
5. Each party shall have the right to do the following, but may waive any or all of these rights:-
  - (i) Make an opening statement;
  - (ii) Introduce evidence, testimony and witnesses;
  - (iii) Cross-examine opposing witnesses;
  - (iv) Rebut evidence and testimony; and
  - (v) Make a closing statement.
6. The Compliance Committee shall be allowed to ask questions of any party or witness presented to the extent it is deemed necessary and appropriate to his or her consideration of the facts and arguments involved in the case.
7. Upon the conclusion of all of the evidence presented, the members of the Compliance Committee shall deliberate in a private session; the member will be excused.
8. The member will be notified of the Compliance Committee's decision in writing within fifteen (15) days of the date of the completion of the

Hearing. If a violation was found to exist or have occurred, the Notice of Hearing Decision shall include an explanation of the penalties or sanctions imposed.

9. Notice of the Hearing Decision shall be sent to the Member in the following manner:-
  - (i) Regular mail to the address appearing on the books of the Association; and
  - (ii) Certified mail return receipt requested to the address appearing on the books of the Association.

**G** Penalties and Sanctions.

1. Notwithstanding any of the procedures outlined herein, the General Manager and/or the Board of Directors, and/or the authorized agents or designees of the General Manager or the Board of Directors, may temporarily suspend the right of any Member or such Member's minor children, family or household members, guests and/or such Member's tenants and tenants' family and household members and guests, to use any facility which is part of the Common Properties for a period not to exceed ten (10) days if such individual's use of the Common Properties is believed to be in violation of the Governing Documents and there is reasonable belief that such violation may endanger the health and safety of any person, the Common Properties of the Association, the property of any Member, or may create a substantial and undue disturbance to the quiet enjoyment of the community, and an oral request to cease or correct the violation has not been heeded. In effecting such immediate suspension, the General Manager, Board of Directors or authorized agent or designee shall request and receive the individual's membership card that shall be held temporarily. Additionally, notice of any such immediate suspension of the right to use the Common Properties or any facility thereon shall be provided in writing to the Member. In addition, promptly thereafter, the Board of Directors may proceed with the procedures outlined herein.
2. If, after the Hearing, the Compliance Committee renders a judgment that a violation exists or occurred, other than the fines as stated in Addendum A - Fine Schedule, additional penalties or sanctions may be imposed to include the following:-
3. To the extent the violation caused financial damages to the Association, such financial damages, including legal fees incurred, increased insurance cost and administrative costs may be assessed against the violating Member and such amounts shall be collectible in the same manner as assessments pursuant to the Bylaws, as amended.

4. Fines may be assessed against the Member. The fine for any one (1) non-continuing violation shall not exceed \$1,000.00 and shall be collectible in the same manner as assessments pursuant to the Bylaws, as amended. The fine for any continuing violation shall be assessed on a daily basis until the violation is corrected. Each day the violation continues after the judgment is entered by the Board of Directors shall be considered a new violation. The daily fine for such continuing violations shall not exceed \$10.00 and shall commence on the date in the Notice of Hearing Decision and shall be capped at the non-continuing violation penalty amount. Such fines may be in addition to the assessment of financial damages incurred by the Association. The Board of Directors may establish a fine schedule for particular types of violations.
5. Suspension of rights to use Common Properties and facilities of the Association until the violation(s) has been corrected. The suspension of rights may be the sole sanction or may be in addition to other sanctions that may be imposed pursuant to this Resolution.
6. As the Member shall be responsible for the actions and omissions of his or her minor children, family and household members, guests, tenants and tenants' guests, the sanctions and penalties herein may apply to the Member as well as the violating individual.

**H** Appeal Rights and Procedures.

1. Rights of Member. The imposition of penalties rendered with or without a Hearing may be appealed to the Board of Directors by the Member found in violation or the party alleging the violation.
2. Notice of Appeal. The party appealing the decision of the Compliance Committee must submit a written Notice of Appeal to the Board of Directors within ten (10) days of the date the penalty was imposed. The Notice of Appeal shall include the following information:-
  - (i) The names and addresses of the party seeking the appeal and whether such party was found to be the violating party or was the party alleging the violation.
  - (ii) A brief statement of the reason for the appeal.
3. The Board of Directors may make a preliminary review of the case and make a determination as to whether it will hear the appeal. The Board of Directors may, on the basis of the preliminary review, elect not to hear the appeal, in which case the Board of Directors will so inform the party

requesting the appeal and the decision of the Compliance Committee shall stand.

4. If the Board of Directors determines to hear the appeal, the following procedures shall apply.

- I Notice of Hearing. Notice of Hearing shall be given in the same manner as that required for the Notice of Hearing applicable to the violation Hearing held by the Compliance Committee.
- J. Hearing Procedures. All of the rights and procedures applicable to the Compliance Committee Hearings shall apply to appeals by the Board of Directors. Therefore, the procedures outlined in Paragraph E and F of these Procedures shall be applicable to appeals.
- K Effect of Decision. The Board of Directors may modify, reverse or uphold the Compliance Committee's decision in its entirety.
- L Further Action. A Member must exhaust all available remedies of the Association prescribed by these Procedures before resorting to a court of law for relief with respect to an alleged violation of the Governing Documents. The foregoing limitation pertaining to exhausting administrative remedies shall not apply to the Board of Directors.

## II. INTERPRETATION

- A. These Procedures are intended to ensure that due process is provided to Members in proceedings before the Compliance Committee and Board of Directors.
- B. The Compliance Committee or the Board of Directors, as applicable, may determine the specific manner in which these Procedures are to be implemented, provided that the due process is protected.
- C. Any inadvertent omission or failure to conduct proceedings in exact conformity with these Procedures shall not invalidate the results of such proceedings, so long as a prudent and reasonable attempt has been made to ensure due process according to the general steps set forth herein.
- D. The use of masculine gender includes the feminine and neuter genders and the use of the singular includes the plural and vice versa, whenever the context so requires.



BOOK 9 PAGE 839  
**Addendum A - Fine Schedule**  
**Lake Linganore Association, Inc.**  
**Due Process Enforcement Procedures**

<u>Category / Type</u>	<u>Fine Amount</u>
<b>Animal Complaints</b>	
• Nuisance barking dogs; animals roaming; animals defecating on LLA property.	\$50.00
• Failure to keep property clear of animal feces.	\$150.00
<b>Unkempt Yard / Structures</b>	
• Failure to keep property maintained, i.e. landscaping, mowing, etc.	\$100.00
• Storing of junk, debris, trash, or other inappropriate materials on property.	\$100.00
• Failure to maintain structures on lot (House, shed, play set, fence, etc.)	\$150.00
<b>Littering / Dumping / Trash</b>	
• Dumping on LLA property.	\$250.00
• Littering on LLA property.	\$50.00
• Placing trash outside for collection prior to evening of next scheduled pick up.	\$25.00
<b>Unauthorized Vehicles</b>	
• Use of illegal vehicles on private or LLA property.	\$250.00
• Parking or storing of abandoned, junked, partially disassembled vehicle, or vehicle not displaying valid license plates.	\$100.00
• Parking or storing of boat, trailer, camper or any other vehicle prohibited by LLA governing documents.	\$100.00
• Use or storage of any gas powered motor or a watercraft being operated on Lake Linganore or any of the feeder lakes (Merle, Anita Louise, Marion) per the Tri-Party Water Agreement.	\$100.00
<b>ECC Related Violations</b>	
• Removing any tree larger than 6" in diameter from private or common property without approval of LLA ECC.	\$500.00
• Grading, clearing, or construction on any lot within the development without formal application to, and approval by LLA ECC.	\$500.00
• Failure to maintain house structures. Including, but not limited to: Painting home; maintaining home structure; maintaining fences; screening utilities, removal of seasonal lights in a timely manner.	\$150.00
• Building any structure on a property without properly submitting an application and receiving approval from LLA ECC.	\$500.00

**Other Violations Not Listed**

Any violation of Lake Linganore Association Governing Documents not listed here may incur a minimum fine of \$25.00 and a maximum of \$1000.00 based on the nature of the violation. The General Manager, Compliance Committee or the Board of Directors will have discretion in determining the fine amount based on the severity of the violation.

\*Each recurrence of a violation will be assessed a fine amount, which will be double the amount of the previous fine, not to exceed a maximum fine of \$1,000.00 per occurrence.



# Meadows At Lake Linganore Association

Articles of Incorporation



Lake Linganore Association, Inc.

# Lake Linganore Articles of Incorporation

Liber 20 Page 323

Recorded February 13, 1969 at 11:05 o'clock am

**FIRST:** This is to certify that we the subscribers, J. William Brosius, whose post office address is 431 Carrollton Drive, Frederick, Maryland, Louie J. Brosius whose post office address is 431 Carrollton Drive, Frederick, Maryland and James McSherry, whose post office address is 100 West Church Street, Frederick, Maryland, all being at least twenty-one years of age, do under and by virtue of the General Laws of the State of Maryland authorizing the formation of corporations, association ourselves with the intention of forming a Corporation by the execution and filing of these Articles.

**SECOND:** That the name of the Corporation is: LAKE LINGANORE ASSOCIATION, INC.

**THIRD:** The Corporation is organized, and shall be operated, as a non-profit membership corporation, no part of the net earnings of which shall inure the benefit of any member or individual. The purposes for which the Corporation is formed are to promote the health, safety, and welfare of the residents within that area of land shown and laid out on the plat entitled "Eaglehead, Pinehurst Section No. 1" recorded on November 4, 1968 in Plat Book No. 5, folio, 150, one of the Land Records of Frederick County, Maryland, and such additions thereto as may hereinafter be brought within the jurisdiction of this Corporation by annexation as provided in Article VII herein, which lands and additions thereto are hereinafter referred to as "the Development" and for this purpose to:

a. Own, acquire, build, operate and maintain recreation parks, dams and lakes, playgrounds, swimming pools, golf courses, commons, roads and streets, footways, including buildings, structures, personal properties incidents thereto, hereinafter referred to as "the common properties and facilities". b. Acquire, own, construct buildings or other structures upon and otherwise improve, mortgage, lease or sell any real estate within the Development for the purpose of adding to or reducing the common properties or otherwise carrying out the objectives of the Association. c. Provide exterior maintenance for the lots and homes within the Development. d. Provide garbage and trash collection. e. Provide fire and police protection. f. Clean unkempt lands or trees. g. Supplement municipal services. h. Fix assessments or charges to be levied against the Development. i. Enforce any and all covenants, restrictions and agreements applicable to the Development. j. Insofar as permitted by law, to do any other thing that, in the opinion of the Board of Directors, will promote the common benefit and enjoyment of the residents of the Development.

The enumeration of the powers of the Corporation set forth in the preceding subparagraphs is made in furtherance, and not in limitation, of the powers conferred upon the Corporation by law.

**FOURTH:** The post office address of the principal office of the Corporation in this State is 431 Carrollton Drive, Frederick, Maryland 21701. The resident agent of the Corporation is James McSherry, whose post office address is 100 West Church Street, Frederick, Maryland. Said resident agent is a citizen of the State of Maryland and actually resides herein.

**FIFTH:** The Corporation is not authorized to issue any capital stock. It shall have two classes of voting membership as follows:

Class A. Every person or entity who is a record owner of a fee, condominium unit or leasehold subject to a standard Maryland ground rent in any Lot or Living Unit which is subject by covenants of record to assessment by this Corporation, provided that any such person or entity who holds such interest merely as security in performance of an obligation shall not be a member. Class A members shall be entitled to one vote for each Lot or Living Unit in which they hold the interest required for membership in this Corporation. When more than one person holds

such interest or interests in any Lot or Living Unit all such person shall be members, and the vote for such Lot or Living Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot or Living Unit.

Class B. The Class B member shall be Liganore Corporation, a Maryland Corporation or successor. The Class B member shall be entitled to five votes for each Lot or Living Unit in the Development in which it holds a fee, or undivided fee, interest. The Class B membership shall cease and be converted to Class A membership on January 1, 1979, or earlier upon the written election of the Class B member to make such conversion.

**SIXTH:** The number of directors of the corporation shall be five (5) which number may be increased or decreased pursuant to the bylaws of the corporation, but shall never be less than three (3); and the names of the directors who shall act until the first annual meeting or until their successors are duly chosen and qualify are J. William Brosius, L.J. Brosius, Joseph Urie, Lois Routzahn and James McSherry. At the first election the two directors receiving the highest number of votes shall be elected for two years and the remaining three shall be elected for one year. Thereafter all directors shall serve for terms of two years. Any ballot for election of Directors having fewer votes cast than the number of Directors posts being voted upon shall be invalid and shall not be counted.

**SEVENTH:** Additions to the properties described in Article III may be made only in accordance with the provisions of the recorded covenants and restrictions applicable to said properties. Such additions, when properly made under the applicable covenants, shall extend the jurisdiction, functions, duties and membership of this Corporation to such properties. Where the applicable covenants require that certain additions be approved by this Corporation, such approval must have the assent of two-thirds of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be mailed to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

**EIGHTH:** Subject to the provisions of the recorded covenants and restrictions applicable to the properties described in Article Third hereof and to the extent permitted by law, the Corporation may participate in mergers and consolidations with other non-profit corporations organized for the same purpose, provided that any such merger or consolidation shall have the assent of two-thirds of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be mailed to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

**NINTH:** The Corporation shall exist perpetually.

**TENTH:** The Corporation may be dissolved only with the assent given in writing and signed by the members, entitled to cast two-thirds of each class of its membership. Written notice of a proposal to dissolve, setting forth the reasons therefore and the disposition to be made of the assets (which shall be consonant with Article ELEVENTH hereof) shall be mailed to every member at least ninety (90) days in advance of any action taken, and simultaneously to the County Commissioners and Planning and Zoning Commission of Frederick County.

**ELEVENTH:** Upon dissolution of the Corporation, the assets, both real and personal of the Corporation, shall be dedicated to an appropriate public agency or utility to be devoted to purposes as nearly as practicable the same as those which they were required to be devoted by the Corporation. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be required to be devoted by the Corporation. No such disposition of this Corporation's properties shall be effective to divest or diminish any right or title of any member vested in him under the recorded covenants and deeds applicable to the Development unless made in accordance with the provisions of such covenants and deeds.

**TWELFTH:** The Corporation shall not engage in any of the prohibited transactions described in Section 503 (c) (3) of the Internal Revenue Code as now in force or afterwards amended.

**THIRTEENTH:** The Corporation shall not unreasonably accumulate income within the meaning of Section 504 of the Internal Revenue Code as now in force or afterwards amended.

**FOURTEENTH:** The Corporation is organized to serve public interests. Accordingly, it shall not be operated for the profit of private interests or persons controlled directly or indirectly by such private interests.

**FIFTEENTH:** The Corporation shall not be operated for the primary purpose of carrying on an unrelated trade or business as defined in Section 513 of the Internal Revenue Code as now in force or afterwards amended.

**SIXTEENTH:** No compensation shall be paid to any officer, employee, trustee, creator or organizer of the Corporation or substantial contributor to it except as a reasonable allowance for services actually rendered to or for the Corporation.

*This document was signed in witness of a Notary Public on July 15, 1968 and approved and received for record by the State Department of Assessments and Taxation of Maryland on November 29, 1968. It is recorded in Liber 2697 folio 454, one of the Charter Records of the State.*

*Photocopies of the original document are available at the LLA Office.*

# Meadows At Lake Linganore Association

Budget



Lake Linganore Association, Inc.

LAKE LINGANORE ASSOCIATION, INC	
BUDGET FY ENDING 02/28/20	
	FY 20 BUDGET
<b>INCOME</b>	
ASSESSMENT	4,692,465
LATE FEES	90,000
NSF BANK FEE	800
RECAPTURED LEGAL FEES	10,000
POOL RELATED INCOME-MEMBERS	3,500
POOL RELATED INCOME-GUESTS	11,000
EVENTS INCOME	1,000
EVENTS SPONSORSHIPS	25,000
VENDOR LICENSES	500
MEMBERSHIP MATERIALS	1,300
ECC VIOLATIONS	16,000
INTEREST - checking	1,200
CABLE FRANCHISE INCOME	70,000
LAKETALK ADVERTISEMENTS	42,000
ONLINE ADVERTISING	1,200
EVENTS RENTAL	2,500
ECC APPLICATION FEES & POST	7,500
BOAT RACK RENTAL	23,000
BUILDING PERMIT INCOME	22,000
RESALE PACKAGES	17,500
PROPERTY TRANSFER FEES	18,000
WESTWINDS LJS REIMBURSEMENT	5,000
SHUR FUNDS	10,000
COMMERCIAL FEES INCOME	6,100
CONDO MANAGEMENT FEE	10,800
REFORESTATION INCOME	16,000
OTHER INCOME	900
PRIOR YEAR OPERATING SURPLUS	358,003
RESERVE TRANSFERS	1,359,950
RESERVE INTEREST	22,000
CIF INCOME	100,000
IMPACT FEES INCOME	65,000
ROAD MAINTENANCE INCOME	7,500
DREDGING LOAN INCOME	2,000,000
<b>TOTAL INCOME</b>	<b>9,017,718</b>
<b>LESS RESERVE DEPOSITS</b>	
COMMON AREA RESERVES DEPOSITS	645,000
ROAD REPLACEMENT RESERVE DEPOSITS	750,000
OPERATING CONTINGENCY RESERVE	120,000
SNOW RESERVE	-
ASPEN NORTH RETAINING WALL	5,712
INTEREST - RESERVES	14,400
CIF INCOME	100,000
IMPACT FEES	-
ROADS MAINTENANCE FEE	-
DREDGING MAINTENANCE RESERVE	260,800
<b>TOTAL RESERVE DEPOSITS</b>	<b>1,895,912</b>
<b>NET OPERATING INCOME</b>	<b>7,121,806</b>
<b>EXPENSES</b>	
AUDIT & TAX PREPARATION	11,500
COUNTY/MUNICIPAL TAX	555
BANK FEES	3,300
LEGAL EXPENSE-GENERAL	40,000
LEGAL EXPENSE-COLLECTIONS	20,000
BAD DEBT EXPENSE	7,500
LIABILITY INSURANCE	91,650
WORKERS COMPENSATION EXP	9,000
PRINTING & REPRODUCTION	10,500
PAYROLL SERVICE EXPENSE	9,700
PAYROLL TAXES	70,200
STAFF SALARIES	910,000
RETIREMENT PLAN	27,000
HEALTH BENEFITS	116,900
STAFF PROFESSIONAL FEES	2,000
BOD - STAFF TRAINING	7,500
GM TRAINING	3,500
COMPUTERS/ SOFTWARE&MAINT	65,861
WEBSITE	5,170
HOSTED SERVICES	1,810
CONSULTING	40,500
ADVERTISING-NEW HIRE	500
TEMPORARY STAFF	15,000
GENERAL OFFICE EXPENSE	20,750
LLA OFFICE EQUIPMENT RENTAL	12,100
LAKETALK EXPENSE	58,733
POSTAGE	21,500
MEETING ROOM RENTAL	500
INTEREST EXPENSE - Dredging	288,000
EVENTS & RECREATION	79,380
VILLAGE COMMITTEE FUNDING	6,000



LAKE LINGANORE ASSOCIATION, INC	
BUDGET FY ENDING 02/28/20	
	FY 20 BUDGET
DONATIONS	500
OTHER G&A EXPENSE	3,000

LAKE LINGANORE ASSOCIATION, INC	
BUDGET FY ENDING 02/28/20	
	FY 20 BUDGET
DAM REPAIRS	12,000
BEACH MAINTENANCE	20,000
BARN RELATED EXPENSES	5,000
COMMON AREA ELECTRICITY	5,000
OFFICE ELECTRIC	9,500
NORTH SHORE ELECTRIC	4,500
WEST WINDS ELECTRIC	2,800
SUMMERFIELD ELECTRIC	4,800
LAKE ANITA ELECTRIC	2,250
AUDUBON TER N TH ELECTRIC	2,300
POOL MANAGEMENT	182,000
POOLHOUSE CLEANING & SUPPLIES	3,000
POOL TELEPHONE	3,360
POOL ELECTRIC	11,000
POOL WATER/SEWER	25,000
CABANA MAINTENANCE	2,000
POOL REPAIRS	12,000
OTHER POOL COSTS	1,500
BULK GAS	1,500
LLA OFFICE REPAIRS	2,500
LLA OFFICE TELEPHONE	12,590
LLA OFFICE CLEANING	4,550
VEHICLE MAINTENANCE	8,000
MAINTENANCE SUPPLIES	16,250
EQUIPMENT RENTAL	7,400
TOOLS AND EQUIPMENT	5,000
EQUIPMENT REPAIRS	3,500
VEHICLE FUEL & OIL	12,500
STAFF CLOTHING	1,000
COMMON AREA REPAIRS	20,000
WILDLIFE CONTROL	6,500
PLAYGROUND REPAIRS/MAINT	33,000
SIGNAGE	3,000
LAKE WATER QUALITY	58,200
WESTWINDS ENTRANCE MAINTENANCE	7,000
DEPRECIATION	55,687
GROUNDS LANDSCAPING	291,000
TRASH REMOVAL	394,910
SHERIFF'S DEPUTIES	35,000
COMMUNITY PATROL	80,000
MUNICIPAL INCORP. STUDIES	13,000
ROAD MAINTENANCE-CDA	65,650
ROAD MAINTENANCE-NON CDA	76,000
DREDGING	2,000,000
SNOW REMOVAL	280,000
<b>TOTAL OPERATING EXPENSES</b>	<b>5,761,856</b>
RESERVE EXPENSE	
POOL EXPENDITURES	113,000
PINEHURST AMENITIES	-
COMMON AREA RES. EXPENDITURES	291,600
ASPEN NORTH RETAINING WALL	-
ROAD REPL. RESERVE EXPENDITURES	750,000
CIF EXPENSE	115,350
TRAIL RESERVE EXPENDITURES	90,000
<b>TOTAL RESERVE EXPENDITURE</b>	<b>1,359,950</b>
<b>TOTAL INCOME</b>	<b>7,121,806</b>
<b>TOTAL EXPENSES</b>	<b>7,121,806</b>
<b>NET INCOME/(LOSS)</b>	<b>\$0</b>

# Meadows At Lake Linganore Association

Bylaws



Lake Linganore Association, Inc.



# Lake Linganore Association, Inc.

The Lake Linganore Association, Inc. (LLA) Board of Directors amended the Community Improvement Fee Structure of the Association with (Resolution 2015-01) on February 2nd, 2015.

Certified By:

[Signature]  
(Signature)

4/10/15  
(Date)

John Allemang  
Lake Linganore Association Inc.  
President

LR - HOA Dep Amendment 10.00  
HOA Name: Lake Linganore Association Inc  
Reference/Control #:  
=====

Total:	10.00
04/20/2015	10:19
	CC10-KR
#4124639	CC0601 -
	Frederick
	County/CC06.01.04 -
	Register 04

State of Maryland, County of Frederick, ss.

On this the 10 day of April, 2015, before me,  
(day) (month) (year)

John Allemang, the above signed officer, personally appeared,  
(LLA officer)  
who acknowledged himself to be the President of Lake  
(Officer's Title)

Linganore Association, Inc., a corporation, and that he, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as

John Allemang Lake Linganore Association  
(Officer's Name / Corporation (HOA) Name)

GARY L. JENKINS  
NOTARY PUBLIC  
FREDERICK COUNTY  
MARYLAND  
My Commission Expires 01/12/2018

In witness where of I hereunto set my hand and official seal.

Notary Public: [Signature]  
(Notary Signature)

*Lake Linganore Association*  
Administrative Resolution 2015-01  
Community Improvement Fee Revised

**WHEREAS**, the Board of Directors has, through the powers provided to them by the Lake Linganore Association, Inc. Bylaws, amended the Bylaws to provide for a *Community Improvement Fee*; and

**WHEREAS**, the Board of Directors has the authority to implement and enforce the amount of this fee, and

**NOW THEREFORE**, the Board of Directors, by resolution adopted at a meeting held on the 2nd day of February 2015 hereby establishes the following fees, effective February 2nd, 2015.

Improved properties	\$1000.00
Unimproved properties	\$600.00
Unimproved "tee-pee" lots	\$300.00

Lake Linganore Association, Inc.  
Board of Directors

Certified as to the Vote of the Board

By Secretary:

  
Secretary Mike McLane

**Lake Linganore Association, Inc. Bylaws**  
**Revised November 7<sup>th</sup>, 2011**

**ARTICLE I: DEFINITIONS**

Section 1. Ordinary Meanings When Not Defined Herein

Words which are not defined in the Covenants or herein shall have the ordinary meaning as defined in Webster's New International Dictionary, Unabridged, or where appropriate as defined in laws of the State of Maryland.

Section 2. Definitions and References to Covenants

All words and phrases herein which are defined in Article II of the Covenants shall have the same meaning as in the Covenants, except as modified in the following:

- Board: The Board of Directors elected by the Members, including appointments thereto under provisions of the Covenants and Bylaws.
- Charter: "The Articles of Incorporation of Lake Linganore Association" as recorded on February 13, 1969, Liber 20, Page 323.
- Common Properties: Those areas of land, buildings thereon, and streets not dedicated to and accepted by Frederick County shown on any recorded subdivision Plat within the Planned Unit Development known as Lake Linganore at Eaglehead and intended to be devoted to the common use and enjoyment of the owners of the existing development and so designated on the recorded Plats, including those designated areas to be "administered and maintained" by the Association, but excluding those identified as "outlots", "reserved", "Parcel C", "not included" or "reserved for future development".
- Covenants: The Declaration of Conditions, Covenants, Restrictions, Easements and Charges Affecting the Real Property Known as Lake Linganore at Eaglehead as recorded in the land records of Frederick County from time to time with variations in title and content, but all of which have in common a requirement that Owners as defined therein be Members of the Association.
- Developer: Persons, companies, or corporations subdividing undeveloped land into Lots, installing streets, utilities and other facilities, and selling Lots or undeveloped land.
- Development: The Development as referred to herein shall have the meaning given in Article I, Section I, of the Covenants, expanded, nevertheless to include all Plats recorded heretofore and to be recorded hereafter which are made subject to the Covenants which establish Common Properties to be owned, administered or maintained by the Association which require Owners to be Members of the Association.

- **General Manager:** The person who is highest ranking, full-time paid executive, appointed by the Board of Directors, given the responsibility for carrying out policies, rules, and procedures of the Association as set forth in the Charter, Covenants, and Bylaws and as directed by the Board.
- **Living Unit:** Any portion of a building situated in the Development designed and intended for use and occupancy as a residence by a single family, person or household, and separated from all other Living Units by solid floors without direct connection via stairways to other Living Units above or below; or by walls without openings, commonly called party walls; or by open space from the ground to the sky. To qualify as a Living Unit the enclosed space must contain a complete kitchen, bath, sleeping quarters and access to the outside without passing through any other part of any other Living Unit. Residential spaces within houses or accessory buildings on a Lot in the areas in the Development designated for single family homes shall not qualify as Living Units for purposes of membership under Article III, Section 1, of the Covenants. Condominium units within projects designed as rental apartments do qualify as Living Units under this section.
- **Lot:** Any plot of land identified as a discrete unit lot land within any subdivision Plat map of the Development recorded in the land records of the Circuit Court of Frederick County, Maryland with the exception of Common Properties as hereto defined.
- **Member in Good Standing:** An Owner who has paid, or is current with an approved payment plan for the annual and special assessments due the Association and any sub-association as provided in Article V of the Covenants, on all Lots and Living Units owned by the Member; not more than twenty-five (25) dollars due the Association or sub-association for delinquency charges and goods and services are in excess of thirty (30) days past due; and is not in violation of any requirement in Articles VI and VII of the Covenants, to the extent the Association is responsible for or authorized to collect such fees.
- **Multifamily Structure:** Any building containing two or more Living Units on a Lot. It shall not include servants' quarters in a residence.
- **Plat:** Any map of subdivision of land within the Development which is recorded in the Plat records of the Circuit Court of Frederick County, Maryland.
- **Village:** A geographical area, part of Lake Linganore at Eaglehead Planned Unit Development, distinguishing from other areas by geographical features, and focus on a Village center or other unique feature, and containing a variety of housing types, densities and sizes.

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## **ARTICLE II: MEMBERS**

### **Section 1. Location of Members Meetings**

All meetings of Members shall be held at the principal office of the Association in the State of Maryland or as may otherwise be designated by the Board of Directors, provided notice of the location is duly set forth in the notice of such membership meetings.

**Section 2. Annual Meeting of Members**

The annual meeting of the Members for the purpose of election of Directors and for the transaction of such other business may be brought before the meeting shall be held on the first Saturday of the month of May or at such other date as may be adopted by the Board of Directors. Any business of the Association may be transacted at an annual meeting without being specially designated in the notice, except such business as is specifically required by statute or by the Charter and the Covenants to be stated in the notice. Failure to hold an annual meeting at the designated time shall not, however, invalidate the corporate existence or affect otherwise valid corporate laws.

**Section 3. Special Meeting**

Special meetings of the Members may be called by the President, by a majority of the Board of Directors, or by written request of twenty (20) percent of the Members as provided by laws of the State of Maryland.

**Section 4. Notice of Meetings**

It shall be the duty of the Secretary at least fourteen (14) days prior to the date of every membership meeting to give each Member entitled to vote at such meeting -- by mail, by presentation in person, or by leaving at the Member's residence or usual place of business -- written or printed notice stating the time and place of the meeting and, in case of a special meeting, the purposes or purpose for which the meeting is called. If mailed, such notice shall be deemed to be given when deposited in the United States Mail addressed to the Member at his post office address as it appears in the records of the Association, with first-class postage thereon prepaid.

**Section 5. Quorum**

Any meeting of Members for which a quorum is not specified by the Declaration of Covenants or Articles of Incorporation the presence in person or by proxy of members entitle to cast twenty (20) percent of the votes thereat shall constitute a quorum.

In establishing a quorum for the holding of the meeting, if the number of Members present is insufficient, another meeting may be called as authorized by the Annotate Code of Maryland, Corporate and Association Article, Section 5-206. By a majority vote, the Members present, either in person or by proxy, may call for an additional meeting by giving fifteen (15) days notice of the time, place and purpose of the additional meeting. That notice will be published in the major newspaper that will be published daily and widely distributed in Frederick County. At the additional meeting, the Members present, either in person or by proxy, shall constitute a quorum and may approve or authorize the proposed action or any other action which could have been taken at the original meeting, if a sufficient number of members had been present.

**Section 6. Chairman**

The President of the Association or, in his/her absence, the Vice-President, shall call meetings of the Members to order and shall act as chairman of such meeting. In the absence of both the President and Vice-President, a chairman shall be chosen by the Members present.



**Section 7. Secretary**

The Secretary of the Association shall act as secretary at all meetings of the Members, but in the absence of the Secretary from the meeting of the Members, the presiding officer may appoint a person to act as secretary of the meeting.

**Section 8. Voting**

Members as defined in the Articles of Incorporation shall be entitled to one vote for each Lot in which they hold the interest required for membership. A Member may appoint any other member or a designated proxy holder as his/her proxy. An official proxy issued by the Lake Linganore Association, Inc. Board of Directors must be in writing and be filed with the Secretary of the Association before the appointed time of each designated meeting. As an alternative to the official proxy, a proxy in writing in a form meeting the requirements of the laws of the State of Maryland and filed more than three (3) days prior to the membership meeting shall be acceptable provided it contains as a minimum:

- Name and signature of the Member giving the proxy, who shall be that person designated to vote on behalf of multiple owners, if any, of the Lot(s) or Living Unit(s);
- Identification of the Lot(s) or Living Unit(s) for which the proxy is given;
- Name of the person to whom the proxy is given;
- The limits, if any, of the matters on which the proxy holder is authorized to act or a statement that the proxy holder is authorized to act on all matters
- Termination date of the proxy or a statement that shall run until revoked in writing or until death of the Member;
- Date the proxy is given; and
- Notarized signature of the Member.

In the case of a corporate Member; the vote may be cast by the President or Vice-President of the corporation or such other officers as may be designated in writing by the President or a Vice-President of the corporation.

**Section 9. Informal Action by Members**

Any action required or permitted to be taken at any meeting of the Members must be taken without a meeting, if a consent in writing, setting forth such action, is signed by all the Members entitled to vote on the subject matter thereof and any other Members entitled to notice of a meeting of Members, but not to vote thereat, have waived in writing any right which they may have to dissent from such action, and such consent and waiver are filed with the records of the Association.

**Section 10. Members in Good Standing**

Members in Good Standing have the right to use all the amenities and facilities to receive all services of the Association accorded to all Members without discrimination, provided the rules and regulations applicable to all Members are followed.

Members not in Good Standing and persons in their household and their guests may be denied the use and enjoyment of any or all facilities and amenities of the Association with the exception

of roads, as may be set forth as policy adopted by the Board, subject to Section 12 of this Article. Upon restoration of Good Standing, these denials shall be removed forthwith.

**Section 11. Infractions of Covenants**

Members and persons in their households and their guests may be denied privileges or services and the use of Common Properties, amenities and facilities for infractions of the Covenants, rules, and procedures in accordance with uniform policies established by the Board.

**Section 12. Member Rights and Privileges**

Member rights as set forth in the Charter and Covenants may not and are not, by these Bylaws or otherwise abridged or amended in any way. There shall be no abridgment of any Member's right to vote on any matter in any election for any reason.

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**ARTICLE III: BOARD OF DIRECTORS**

**Section 1. Management**

The business, property and affairs of the Association shall be managed and controlled by the Board of Directors, who shall at reasonable times, have access to the books of the Association.

**Section 2. Number of Directors**

The number of Directors shall be seven (7), but the number of Directors from time to time may be increased to a number not to exceed nine (9) or decreased to a number not less than three (3) by a vote of a majority of the Members at an annual or special meeting at which a quorum is present, and at that meeting the Members may elect the additional Directors by the same procedures and rules as stated in the Charter and Covenants for the election of Directors at a special meeting.

Those elected at a meeting of Members to fill unexpired terms caused by death, resignation, or removal of Directors shall serve for the remainder of the term in office of the replaced Directors. Those elected under the provisions of this paragraph may hold office for not more than two (2) consecutive terms, one term of which shall be that remaining part for which they replaced another director.

**Section 3. Election of Directors and Terms of Office**

a) At each annual meeting of Members shall elect Directors. All Directors shall serve for terms of two (2) years, except that terms of office shall be established to provide that half the Board of Directors shall be elected each year and the other half the succeeding year. If the number of Directors being replaced upsets this balance, terms of office of those newly elected will be determined by designating those Directors receiving the least number of votes as each having a one-year term. A Director may resign at any time.

Candidates who run for election to the Board of Directors MUST submit the following:

- Name

- Address
- Lot number(s) owned

Candidates may submit, at their own option, the following:

- Occupation
- Occupational history
- Education
- A brief statement why the candidate is interested in serving

Candidates may also be asked to answer additional specific questions concerning issues which the Association is or may be facing. These questions, if any, will be provided by the current Election Committee and published at least ninety (90) days before the date of the annual meeting. To become a candidate for election to the Board of Directors, a Member must submit the required information listed above (name, address and lot number owned) to the board of Directors at least sixty (60) calendar days prior to the date of the annual meeting. This information, along with any optional information provided from the list above, will be published by the Association and distributed to all Members at least twenty (20) calendar days prior to the date of the annual meeting. Members who fail to submit the required information at least sixty (60) days prior to the annual meeting will not be considered candidates for election to the Board of Directors and will not be entitled to have their information published or distributed by the Association.

- b) All candidates for the Board of Directors shall meet the following requirements:
- i) A candidate must be a Member in Good Standing with the Association, as defined in these Bylaws;
  - ii) A Current employee of the Association or a spouse of such current employee may not be a candidate for or a member of the Board of Directors;
  - iii) Spouses or members of the same family or different representatives of the same owner may not simultaneously serve on the Board of Directors.
  - iv) No person may serve more than two (2) consecutive elected terms on the Board of Directors.
- c) For the purpose of this limitation on the length of consecutive service a partial term shall be counted as a full term, whether the Director is elected or appointed, unless the Director resigns or is removed within thirty (30) days after being elected or appointed, in which event this period of up to thirty (30) days will not be counted as a term. After having served two consecutive terms as defined above, a person may not stand in nomination for election as Director for a period of two (2) years following the term last served, nor shall that person be eligible for appointment to fill a vacancy on the Board; provided, however, that after remaining off the Board for two (2) or more years, the member may stand in nomination for election for another term as Director and will be eligible for appointment under Article II, Section 5.

Any member of the Board who fails to maintain, for more than sixty (60) days, the status of a Member in Good Standing will be removed from the Board. Any Director who fails to attend, without good cause as approved by the Board, seventy-five (75) percent or more of the Board meetings held during a six-month period may be removed from the Board of Directors after written notification by the Board.

d) Any member of the Board who violated Article 14 of the Articles of Incorporation of Lake Linganore Association, Inc. by participating in any fashion in an issue which would benefit private interest, shall, upon discovery of such participation, be subject to immediate removal from the Board by the affirmative vote of a majority of the remaining members of the Board.

#### **Section 4. Removal**

Any meeting of Members, duly called at which a quorum is present, the Members may, by the affirmative vote of the holders of a majority of the votes entitled to be cast thereon, remove any Director or Directors from office and, at the same meeting, may elect a successor or successors to fill any resulting vacancy for the unexpired terms of removed Directors.

#### **Section 5. Vacancies**

In the case of any vacancy in the Directors through death, resignation, disqualification or any cause, the remaining Directors will promptly, by United States Mail, or by publication in a newsletter distributed to all Members, notify the membership of the vacancy. Nominees for appointment to fill the vacancy will be given thirty (30) days from the date of the notice to submit their qualifications as outlined in Article II, Section 3. Appointments to fill vacancies on the Board of Directors will be by affirmative vote of the majority of the remaining Directors from the applications received. Appointments may not be for a period of more than twelve (12) months. If a vacancy occurs in a Director's first year, the second year of the vacated term will be subject to election at the annual meeting following the occurrence of the vacancy. The terms of all appointed Directors shall expire at the annual meeting.

#### **Section 6. Place of Meeting**

The Directors shall hold their meetings in Frederick County, Maryland and may have one or more offices in Lake Linganore at Eaglehead, Frederick County, Maryland as the Board from time to time may determine.

#### **Section 7. Regular Meeting**

After each meeting of the Members at which a Board of Directors shall have been elected, the Board of Directors so elected shall meet as soon as practicable for the purpose of organization and the transaction of other business, at such time as may be designated by the Members at such meeting; and in the event that no other time is designated by the Members, the Board of Directors shall meeting the hour following the close of such Members meeting on the day of such meeting, such meeting to be held at such place within Frederick County, Maryland as may be designated by the Members, or in default of such designation, at such places within Frederick County, Maryland as may be designated by the Board of Directors. No notice shall be required for any such meeting of the Board other than as hereinabove provided. Other regular meetings of the Board of Directors shall be held at least once monthly on such dates and at such places as

may be designated from time to time by the Board of Directors. All meetings shall be open to all Members except as provided under the laws of the State of Maryland.

All meetings of the Board of Directors and of Members shall be announced on the Association telephone information line or in the newsletter published by the Association, provided, however, that this notice may be waived in emergency situations. The Members shall be informed by publication in the next succeeding newsletter, which shall be mailed to all Members after such emergency or special meeting, of the results of the meeting, its purpose, and the reason for it being held on an emergency basis.

#### **Section 8. Special Meetings**

Special meetings of the Board of Directors shall be held whenever called by the Directors or President or at the request of any two Directors for the time being in office.

#### **Section 9. Notice**

The Secretary shall give notice of each special or emergency meeting of the Board of Directors by mailing the notice at least three (3) days before the meeting or by telephone, electronic mail, or facsimile notice to each of the Directors at least three (3) days before the meeting. Unless otherwise indicated in the notice thereof, any and all business may be transacted at a special meeting. At any meeting at which every Director shall be present, even though without any notice, any business may be transacted.

#### **Section 10. Quorum**

A majority of the Directors shall constitute a quorum for the transaction of business but if at any meeting of the Board there be less than a quorum present, a majority of those present may adjourn the meeting from time to time.

#### **Section 11. Order of Business**

At any meeting of the Board of Directors, business shall be transacted in such order as the Board of Directors may from time to time determine.

#### **Section 12. Election of Officers**

At the first meeting of the Board of Directors in each year, as soon as possible after the annual meeting at which Directors are elected by the Members, the Board of Directors, with a quorum of Directors present, shall elect a President, Vice-President, Secretary and Treasurer.

#### **Section 13. Directors Holding Over**

Failure of the Members to elect Directors to replace those whose terms have expired, or to fill vacancies on the Board, shall not cause the Board to cease functioning. The existing Board of Directors holding over shall continue in office with the full authority to manage the business and affairs of the Association until such time as a new Board of Directors is elected.

#### **Section 14. Informal Action by Directors**

Any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken by means of a conference telephone call without Directors physically convening if a written consent to such action is signed by all members of the Board or

of such committee, as the case may be, and such written consent is filed with the minutes or proceedings of the Board or committee.

**Section 15. Business Conducted**

The business of the Association shall be conducted by the Board of Directors; provided, however, that the President of the Association may appoint committees to assist the Board of Directors, but committee findings and actions shall have no effect unless ratified by the Board of Directors in an open meeting.

**Section 16. Complaints**

The Board of Directors shall direct the management to handle all complaints and assist in the settlement of complaints; provided, however, that no complaint shall be valid or acted upon unless in writing and signed by the complainant.

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**ARTICLE IV: OFFICERS**

**Section 1. Executive Officers**

The executive officers of the corporation shall be President, Vice Presidents, Secretary and Treasurer, all of whom shall be elected by the Board of Directors and serve for one year and until their successors are elected.

**Section 2. Other Officers**

The Board of Directors may elect or appoint such other officers as they may deem necessary, who shall have the authority and shall perform such duties as from time to time may be prescribed by the Board of Directors.

**Section 3. Number of Offices Held by One Person**

Any two or more offices, except those of President and Vice-President, may be held by the same person but no person shall execute, acknowledge or verify any instrument in more than one capacity if such instrument is required by law, the Articles of Incorporation or by these Bylaws to be executed, acknowledged or verified by two or more officers.

**Section 4. Vacancies**

The Board of Directors may fill a vacancy occurring in any office.

**Section 5. Removal of Officers**

Any officer or agent may be removed by the Board of Directors whenever, in its judgment, the best interests of the Association will be served thereby, but such removal shall be without prejudice to the contractual rights, if any, of the person removed.

**Section 6. Powers and Duties of the President**

The President shall preside at all meetings of the Members and of the Board of Directors. He/She shall be the Chief Executive Officer of the Association and shall have the general

direction of the affairs of the Association and of the other officers thereof and shall do and perform such other duties as from time to time may be assigned by the Board of Directors. The President may, on his/her sole initiative, call a special meeting as provided in Article I, Section 3.

**Section 7. Powers and Duties of the Vice-President**

The Vice-President shall have the powers and duties of the President in the absence of the President, and in addition shall have such powers and perform such duties as may be assigned to him by the President or Board of Directors. Other Vice-Presidents, if any, shall have such powers and perform such duties as may be assigned to them by the President or by the Board or Directors

**Section 8. Powers and Duties of the Secretary**

The Secretary shall keep the minutes of all meetings of the Board of Directors in books provided for that purpose; shall attend to the giving and serving of all notices of the Association; shall have charge of the minutes books and such other books and papers as the Board of Directors may direct; shall execute such documents as may require the signature of the Secretary; and shall call meetings and perform other duties prescribed in the Bylaws and the laws of the State of Maryland.

**Section 9. Powers and Duties of the Treasurer**

The Treasurer has the authority to oversee the custody of all funds and securities of the Association; will serve as sponsor of the Budget and Finance Committee and will work with the General Manager/Controller of the Association on financial matters and general fiscal status of the Association.

The Board of Directors will hold ultimate authority over all financial matters.

**Section 10. Bonding of the Treasurer**

The Treasurer shall be bonded and shall provide a financial report at each regular meeting of the Board of Directors and of the membership at least annually.

**Section 11. Duties and Powers of the Board of Directors**

Without prejudice to the general powers of the Board of Directors set forth in Article X of the Declaration of Conditions, Covenants, Restrictions, Easements and Charges Affecting the Real Property Known as Lake Linganore at Eaglehead, the Directors shall have the power:

- a) To exercise all powers vested in the Board under the Declarations names above and the Bylaws; to make and enforce Rules, Regulations and Guidelines necessary for conducting the affairs of the Association, which include the rules of any committee and to comply with the laws of the State of Maryland, and those of Frederick County, Maryland as they pertain to and affect the Association.
- b) To appoint and remove all officers of the Association, the Development Manager of the Association, if any, and other Association employees; prescribe any powers and duties for such persons that are consistent with law, the Covenants and these Bylaws; and to establish their compensation.

c) To appoint such agents and employ such other employees, including attorneys, property management personnel and accountants; as it sees fit to assist in the operation of the Association and to fix their duties and establish their compensation.

(d) To adopt and establish rules, regulations and guidelines (specifically including ECC Guidelines) governing Owners, Members, tenants and guests, as to the following:

- a. The use of the common areas, common facilities, amenities and the private roads of the Association and the conduct of the Owners, Members, tenants and their guests thereon. Such rules, regulations and guidelines may contain reasonable variations and distinctions as between Owners and tenants and as between Members in Good Standing and those not in Good Standing.
- b. The design, construction, maintenance, repair and architectural control of the lots and the improvements thereon (specifically including, but not limited to, excavation, landscaping and grading and drainage), all in accordance with and as anticipated by Articles VI, VII, VIII and IX of the Declaration.
  - i. Such rules and regulations and guidelines governing architectural control may authorize the ECC or the Board of Directors, as applicable, to require a deposit to be made by or on behalf of an Owner that submits application for approval of new construction, excavation and grading, and/or the construction of an addition, alteration or improvement to a lot to protect against damages that may be caused to the common areas and facilities owned by the Association and/or to protect against the unauthorized removal of trees and to utilize such deposit to take necessary corrective action after reasonable notice and opportunity to be heard (except in the event of a bona fide emergency in which case action may be immediate) in the event of such damages or unauthorized tree removal.
  - ii. The ECC or the Board of Directors, as applicable, shall be further authorized to require an Owner and/or his contractor to execute a contract regarding such deposit and addressing any required conditions consistent with the design, construction, maintenance, repair and architectural control guidelines.
  - iii. The ECC or the Board of Directors, as applicable, may adopt guidelines related to and charge extension fees payable by an Owner for requested extensions to the one year construction limitation provided in Article VII, Section 1 of the Declaration.



- iv. The ECC or the Board of Directors or such other designated committee, as applicable, or its designated committee shall be authorized to charge reasonable road maintenance impact fees for Owners as a condition of approval of a new construction or modification application to protect the private roads of the Association and to adopt rules, regulations and guidelines to implement the same.
- c. Enforcement procedures for enforcement of the Declaration, these Bylaws and rules, regulations and guidelines adopted pursuant to this provision. Such rules and regulations regarding enforcement shall prescribe applicable procedures and possible penalties and remedies for non-compliance and/or violations. Such rules and regulations may provide for any or all of the following:
    - i. The ECC or the Board of Directors, as applicable, shall be authorized, after reasonable notice, to impose charges upon an Owner for damages that may be caused to the Association's common property as a result of development, construction or modification performed to a Lot over and above deposits and such charges shall be collectible in the same manner as an assessment as provided in Article V of the Declaration.
    - ii. The Board of Directors, or its designated committee, as applicable, shall be authorized to enter a lot and take necessary action to correct maintenance violations as outlined in Article VII of the Declaration and the rules and regulations regarding the same adopted as provided herein, after reasonable notice and opportunity to be heard (except in the event of a bona fide emergency, in which case action may be immediate) and to charge the Owner for such corrective action and collect the same in the same manner as an assessment as provided in Article V of the Declaration.
    - iii. The Board of Directors, or its designated committee, as applicable, shall be authorized, after reasonable notice and opportunity for hearing, to impose monetary penalties for violations of the Declaration, these Bylaws and rules, regulations and guidelines adopted pursuant to this provision, and to collect the same in the same manner as an assessment as provided in Article V of the Declaration.
    - iv. The Board of Directors, or its designated committee, as applicable, shall be authorized, after reasonable notice and opportunity for hearing, to suspend rights to use the common areas, facilities and amenities of the Association for a period up

to 90 days as outlined in Article IV of the Declaration, for violations of the Declaration, these Bylaws and rules, regulations and guidelines adopted pursuant to this provision.

- v. The Board of Directors shall be authorized to initiate legal action to enforce the Declaration, these Bylaws and rules, regulations and guidelines adopted pursuant to this provision, as outlined in Article X of the Declaration. In the event of such legal action, the prevailing party shall be entitled to the recovery of costs and legal fees incurred.
- e) To contract for and pay premiums for fire, casualty, liability and other insurance and bonds, including indemnity bonds, which may be required from time to time for the protection and benefit of the Association.
- f) To contract and pay for management fees, maintenance, landscaping, utilities, materials, supplies, equipment and amenity repairs, for labor and service that may be required from time to time in relation to and in support of the Association properties.
- g) To pay all taxes, special assessments and other assessments and charges which are or would become a lien on any portion of the common areas within the properties
- h) To contract for and pay for, without special consent of the Members, construction or reconstruction of any portion or portions of the properties which have been damaged or destroyed and which the Association is responsible for rebuilding.
- i) If and when the Board deems it appropriate, to delegate its duties and power hereunder the officers of the Association or to committees established by the Board except the Board cannot subrogate its responsibilities as otherwise expressed herein.
- j) To establish assessments on the Members of the Association and to collect the same, in accordance with the Declaration, to collect dues, and to establish and collect reasonable use charges for any or all of the common facilities and amenities as the Board may deem necessary or desirable from time to time for the purpose of equitable allocating among the users of the cost of maintenance and operation thereof.
- k) To establish a Community Improvement Fee on the transfer of title to a Lot located within the Development that shall be collectible from the purchaser on transfer of the property, which fee shall be used for the direct benefit of Lake Langanore Association for the maintenance, repair, construction, or reconstruction of Community Property or other community needs. The Community Improvement Fee shall be charged and used for such expenses as may be consistent with federal lending requirements, if any. The Board of Directors shall have authority to implement and enforce the same so as to comply with such requirements, if any.
- l) To perform all acts required of the Board under the heretofore named and listed Governing Documents.

- m) To prepare budgets and maintain a full set of accounting books and records showing the financial condition of the affairs of the Association in a manner consistent with generally accepted accounting principles, and at no greater than annual intervals prepare an annual financial report, consistent with the generally accepted accounting principles, a copy of which shall be available to each Member of the Association.
- n) To appoint such other committees as it deems necessary from time to time in connection with the affairs of the Association.
- o) To fill vacancies on the Board of Directors or on any other committee except for a vacancy created by the removal of a Board member.
- p) To open bank accounts and borrow money on behalf of the Association and designate the signatories to such bank accounts.
- q) To bring and defend actions on behalf of more than one Member of the Association to protect interests of the Members of the Association, so long as the action is pertinent to the operation of the Association, and to assess the Members for the cost of such litigation in a way consistent with the Covenants.
- r) Under the powers granted in the Articles of Incorporation of the Lake Linganore Association, Section THIRD, Paragraph j., namely, "And for this purpose... insofar as permitted by law, to do any other thing that, in the opinion of the Board of Directors, will promote the common benefit and enjoyment of the residents of the Development"; and in Section THIRD, Paragraph b., "acquire, own, construct buildings or other structures upon and otherwise improve mortgage, lease or sell any real estate within the Development for the purpose of adding to or reducing the Common Properties or otherwise carrying out the objectives of the Association", the Board may grant easements in or upon, sell, exchange, lease or dedicate real property of the Association to any private person, firm, or association for fair market value paid to the Association in money, or for tangible or intangible property or rights received by the Association, provided however that such action shall be approved by the affirmative vote of a majority of all of the Board of Directors.

**Section 12. Limitations of Powers of the Board of Directors**

Without the vote of a majority of the votes entitles to be case in a properly called membership meeting, the Board of Directors shall NOT take any of the following actions:

- a) Enter into a contract with a third party for the furnishing of goods or services to the common areas of the Association for a term longer than two (2) years. The restriction shall not apply to FHA- or VA-approved management contracts, public utility contracts where the rates charged for materials or services are regulated by government, the Maryland Public Services Commission or cable television system companies; provided, however, that the terms of the contract shall not exceed the shortest term for which the supplier will contract at the regulated or best rate, or prepaid casualty or liability insurance policies not to exceed three (3) years, provided the policies allow for short rate cancellation by the insured.

b) Incur aggregate expenditures for capital improvements to the common areas in any fiscal year in excess of twenty-five (25) percent of the budgeted gross expenses of the Association for that year. For purposes of this provision "capital improvements" shall not include maintenance, repairs or replacements of existing common areas, facilities and improvements that may become necessary from time to time. Additionally, the following expenses shall be excluded from this limitation:

1. Expenditures for the construction and/or installation of common area amenities and/or facilities that are funded, or partially funded, by individuals or entities other than the Association, specifically including the developer or its affiliates notwithstanding the manner in which the funds may be provided. Any additional funding of such projects by the Association shall be subject to the above limitations; and

2. Expenditures for the construction and installation of road and/or utility improvements for lots within the Association for which the Association will receive reasonable compensation; and

3. Expenditures for capital improvements identified in the Association's reserve budget and for which sufficient funds have been reserved.

c) Sell in any fiscal year any property, other than real property as set forth in Article III, Section 11 (s), of the Association having aggregate fair market value greater than ten (10) percent of the budgeted gross expenses of the Association for that year.

d) Pay compensation to members of the Board of Directors; provided, however, that the Board may cause a Board member, a Member, or officer to be reimbursed for expenses incurred in carrying on the business of the corporation, as by the authority of the Board.

e) Fill any vacancy on the Board of Directors created by the removal of a Board member.

f) Enter into a Lot for a non-emergency situation unless the owner is furnished with at least 24 hours notice, except in the case of an emergency which clearly affects the safety and/or health of a Member or person, or which may affect the property of a Member or a person or property of the Association.

g) Dedicate or transfer any part of the Common Property held by the Association to any public agency, authority, government, or utility company except as may be approved by the Members as set forth in the Covenants in Article IV, Section 3(c).

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**ARTICLE V: COMMITTEES**

**Section 1. Committees**

The Board of Directors may appoint from among the Directors and Members of the Association such committees as the Board may determine. Each committee shall have such powers, duties, and duration as shall from time to time be prescribed by the Board. Each committee may, but need not, include one or more Directors. The Board may designate as chairman and secretary of the committee one of its own members. The President shall be a member ex-officio of each committee appointed by the Board of Directors.

Notwithstanding anything contained herein, a spouse of a current employee of the Association shall not be eligible to serve on the Finance Committee of the Association. Additionally, spouses or members of the same family or different representatives of the same owner may not simultaneously serve on the Finance Committee of the Association.

**Section 2. Procedure and Review**

A majority of the members of any committee may fix its rules of procedure. All actions by any committee shall be reported to the Board of Directors at a meeting succeeding such action and shall be subject to revisions alteration, and approval by the Board of Directors.

**Section 3. Finance Committee**

A Finance Committee composed of the Treasurer and at least two (2) other Members in Good Standing shall be appointed by the Board of Directors to prepare a proposed annual budget and membership assessment, which shall be presented for approval to the Board of Directors.

**Section 4. Audit**

A complete audit of all financial records of the Association shall be made at the end of each fiscal year by a licensed and bonded Certified Public Accountant (CPA) who is not a Member or employee of the Association. The CPA shall be appointed by the Board of Directors and shall be required to submit the completed audit report to Members of the Association within ninety (90) days after the close of the fiscal year. A copy of the audit report shall be available without cost to any Member upon request. A summary of the auditors report shall be published in a newspaper or newsletter mailed to every Member of the Association within sixty (60) days after completion of the audit.

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**ARTICLE VI: BOOKS, RECORDS AND STOCK LEDGER**

**Section 1. Books and Records**

The Association shall keep correct and complete books and records of accounts and of its transaction and minutes of its Board of Directors and Member meetings.

**Section 2. Annual Report**

The President or the Vice-President of the Association shall cause to be prepared annually a full financial statement of the affairs of the Association showing, as of the last day of the fiscal year, all of the assets and liabilities; statement of income, expenses, cash receipts and disbursements for the preceding fiscal year; list of notes payable; summary of dues outstanding; and accounts

receivable. The annual meeting of the Members a year-to-date financial report shall be presented.

**Section 3. Certificates of Membership**

The Board of Directors may provide for issuance of certificates evidencing membership in the Association which shall be in such form as may be determined by the Board of Directors. The name and address of each Member and date of issuance of the certificate shall be entered on the records of the Association. If any certificate becomes lost, mutilated or destroyed, a new certificate may be issued therefore upon such terms and conditions as the Board of Directors may prescribe.

**Section 4. Open Books and Records**

With the exception of minutes of meetings, which by law, the Charter, or the Covenants are permitted to be held in closed session, not open to the Members or the general public, the books, records, and minutes of meetings of the Board of Directors shall be available for examination at any time by any Member of the Association during normal business hours; provided, however, that if the request is for information more than six (6) months old, or in the judgment of the General Manager, would require more than thirty (30) minutes of staff time, the request Member may be required to give two (2) days notice and a list of what is to be made available for his review. Up to five (5) sheets of copies will be supplied without charge in connection with any request, but if more than five (5) sheets are required, a reasonable fee per copy shall be charged.

With respect to all meetings held in closed or executive session, to which Members and the general public were excluded, a summary of the results and findings of all such meetings shall be made available to all Members in the same manner as are the detailed minutes of open meetings.

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**ARTICLE VII: MISCELLANEOUS**

**Section 1. Corporate Seal**

The Board of Directors shall provide a suitable seal, containing the name of the Association, which seal shall be in the charge of the Secretary.

**Section 2. Signature to Commercial Papers**

All checks, drafts, bills or exchange and promissory notes shall be made, drawn and endorsed in the name of the Association in such a manner as the Board of Directors may, from time to time authorize.

**Section 3. Fiscal Year**

The fiscal year of the Association shall be determined by the Board of Directors and evidenced by resolution filed with the corporate records.

**Section 4. Waiver of Notice**

Whenever any notice of the time, place or purpose of any meeting of Members, Directors or committees is required to be given under the provisions of the laws of Maryland or under the

provisions of the Articles of Incorporation or by these Bylaws, a waiver thereof in writing, signed by the person or persons entitled to such notice filed with the records of the meeting, whether before or after the holding thereof, or actual attendance at the meeting in person or by proxy, shall be deemed equivalent to the giving of such notice to such person.

#### **Section 5. Rules of Order**

The rules contained in the latest edition of Robert's Rules of Order Newly Revised shall govern the Association in all cases to which they are applicable and in which they are not inconsistent with these Bylaws, and special rules of order the Association may adopt, and any Federal, State, or County Laws.

#### **Section 6. News Publication**

a) A newsletter shall be published periodically, not less than six per year, and mailed to all members. This publication will announce the nominations and election of Lake Langanore Association Board of Directors and Committees, membership meetings, special programs and events, information pertaining to the use of all facilities and properties, and general information approved by the Board of Directors.

b) Each newsletter shall be consecutively identified by volume and issue number.

c) All record items of publication shall be maintained in the LLA office.

d) The Board of Directors shall approve the appointment of an editor for the newsletter, establish the dates of publication and approve its format, printing and mailing.

e) Each newsletter shall contain a summary of the latest monthly or annual report of the Association and a notice to the members interested in copies of minutes as to how the minutes may be acquired.

f) The newsletter shall timely publish all data required to be published therein by Article VI of the Bylaws, and all substantive actions by the Board of Directors in summary form.

g) The sale of advertising in the newsletters of the Association shall be dedicated to the costs of editing, publication, and distribution thereof.

#### **Section 7. Insurance**

a) The Board of Directors shall maintain at all times adequate fire and extended coverage insurance on all improvements belonging to the Association, and shall have at all times at adequate public liability policy covering all property owned by the Association.

b) The Association shall provide and pay for comprehensive liability insurance in the amount the Board shall determine, covering each member of the Board of Directors and such other employees who are designated by the Board. The liability shall protect those insured hereunder from any legal action against them in connection with or as a result of their lawful service to or for the Association, during or after their tenure on the Board or as an officer or employee.

**Section 8. Recording of Board Meeting by Observers**

- a) Recording of any Board or membership meeting is permitted to be made by Members, their agents and employees, by any electronic or stenographic means as long as it does not interfere with the meeting.
- b) Official minutes of the Board meeting shall be available after final approval by the Board.

**Section 9. Examination of Files**

- a) The Association shall maintain a policy of conforming with Maryland Homeowners Association Act, Senate Bill #96, and amendments enacted thereto from time to time
- b) All personnel files are confidential and not available for examination by the Members of the Association or the general public.
- c) Documents and correspondence related to unconsummated negotiations and legal actions are available only to the Directors, lawyers retained by the Association, staff members authorized by the Board to have access, and others on a need-to-know basis as determined by the Board. After negotiations or legal actions have been concluded, the files shall be available for examination, unless sealed by the court, by any Member under the same rules and procedures as minutes of the Board of Directors; provided, however, that if legal counsel of the Association advises in writing that the files remain under seal and such advice is concurred in by a majority of the entire Board, the files shall remain under seal as confidential records for the length of time set by the Board in the action to keep them confidential.
- d) Electronic recordings shall be made of all Association Board of Directors meetings, and they shall be retained for a period of one (1) year following the date of the meetings so recorded, after which, at the discretion of the General Manager, they may be destroyed.
- e) The minutes of all meetings of the Board of Directors and of the Members shall be reduced to writing, shall be approved by the Board or the membership, as the case may be, at the next subsequent meeting thereof, respectively; and shall be kept as permanent records of the Association. One copy shall be maintained at the main office of the Association under lock and key. A duplicate copy shall be kept at the main office and be available for ready examination by the Members. The third copy shall be kept under lock and key t a different location removed from the main office of the Association, where documents would not be destroyed in the event of fire or other catastrophe at the main office, and kept available to copy if other copies are unavailable.

**Section 10. Sale and/or Transfer of Pool Privileges**

The Association may sell pool privileges to any individual upon such terms and conditions as determined by the Board of Directors. No other individual or entity may sell or transfer pool privileges to any third person. Any such purported sale or transfer is void and the Association may, in its sole discretion, suspend such pool privileges.



**ARTICLE VIII: AMENDMENT OF BYLAWS**

**Section 1. Powers of Directors to Amend**

The Board of Directors shall have power to make, amend and appeal the Bylaws of the Board, provided, however, that all changes conform to the Articles of Incorporation, i.e., Charter of the Association and to "The Declaration of Conditions, Covenants, Restrictions, Easements and Charges Affecting the Real Property Known as Lake Linganore at Eaglehead", i.e., covenants as recorded, and the laws of the State of Maryland.

**Section 2. Powers of Members to Amend**

From time to time, the Members entitled to vote, as set forth in the Charter and the Covenants, may make, alter, amend and repeal any of the Bylaws of the Association, by a two-thirds (2/3) vote of a quorum at the annual meeting or at a special meeting called for the purpose, and all bylaws made by the Directors may be altered or repealed by such Members.

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**ARTICLE IX: LIABILITY**

**Section 1. Liability**

Neither the Association, nor any officer, Director or other authorized person assumes any responsibility or liability for any personal injury or property damage occurring on Association property suffered by Members, their families, or their guests.

**Section 2. Indemnification**

Every Director, officer, employee of the Association and such others as specified in writing from time to time by the Board of Directors shall be indemnified by the Association against all expenses and liabilities including counsel fees, reasonably incurred or imposed upon them in connection with any proceeding to which they may be made a party, or in which they may become involved, by reason of being or having been a Director, officer, or employee of the Association or any settlement thereof, whether the person is a Director, officer or employee is adjudged guilty of willful misfeasance or malfeasance in the performance of duties, or engages in malicious actions. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which the indemnified may be entitled.

# Meadows At Lake Linganore Association

Covenants



Lake Linganore Association, Inc.

4-5-95

Covenants 1995

BOOK 3 PAGE 698

**DECLARATION**  
of  
**Conditions, Covenants, Restrictions, Easements and Charges**  
Affecting the Real Property Known as

**LAKE LINGANORE PLANNED UNIT DEVELOPMENT (PUD)**

Which is situated in the County of Frederick, State of Maryland.

THIS DECLARATION made this 15th day of July, 1968 by Linganore Corporation, and Maryland Corporation, hereinafter called the Declarant.

**WITNESSETH:**

WHEREAS, Declarant is the owner of the real property described in Article I of this Declaration and desires to create thereon a community, primarily residential in nature but with some provision for commercial uses, with a community lake, open spaces, roads, bridle paths and other common facilities for the benefit of the said community; and

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in said community and for the maintenance of said lake, open spaces, streets, paths, bridle trails, and other common facilities; and, to this end, desires to subject the real property described in Article I, together with such additions as may hereafter be made thereto, to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which are for the benefit of said property and for each owner thereof, and shall inure to the benefit of and pass with said property, and each and every parcel thereof, and shall apply to and bind the successors in interest of any owner thereof; and

WHEREAS, Declarant has deemed it desirable for the efficient preservation of the values and amenities in said community, to create an agency to which should be delegated and assigned the powers of maintaining and administering the community properties and facilities, and administering and enforcing the covenants and restrictions, and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Declarant has incorporated, as a non-profit corporation under the laws of the State of Maryland, LAKE LINGANORE ASSOCIATION, INC. for the purpose of exercising the functions aforesaid;

NOW, THEREFORE, the Declarant declares that the real property described in Article I; and such additions thereto as may hereafter be made; is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges, and liens (sometimes herein referred to as "covenants and restrictions") hereinafter set forth.

RECORDING FEE 25.00  
TOTAL 25.00  
Rest FR02 Rcpt # 558  
CCK BF Blk # 1296  
JUL 27, 1995 03:24 PM

PAGE 5.

- D. PROCEDURE AFTER THE VOTE COUNTING ON A MOTION WILL BE IDENTICAL TO THE PROCEDURE INDICATED FOR THE ELECTION OF THE BOARD AS INDICATED IN PARAGRAPH 1. D. ON PAGE 4.
- E. THE CHAIRMAN WILL ANNOUNCE THE VOTE COUNT ON EACH MOTION.

RECORDING FEE 25.00  
TOTAL 25.00  
Ref FR02 Rcpt # 547  
CCK JH Bk # 1224  
Mar 27, 1995 02:19 PM

ARTICLE I

PROPERTY SUBJECT TO THIS DECLARATION,  
ADDITIONS THERETO:

1. **Development.** The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in New Market and Mt. Pleasant Election Districts, Frederick County, Maryland and is more particularly described as follows:

All the land shown and laid out on the plat entitled "Eaglehead, Pinehurst Section No. 1" recorded on November 4, 1968, in Plat Book No. 5, folio 150, one of the Land Records of Frederick County, Maryland.

All of which property shall hereinafter be referred to as "The existing development."

2. **Additions to Development.** The Declarant may subject additional lands to this Declaration by recording a supplementary declaration of covenants and restrictions with respect to the additional property which shall extend the scheme of the covenants and restrictions of this Declaration to such property. Such supplementary declaration may contain such additions to and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the scheme of this Declaration. In no event, however, shall such supplementary declaration revoke, modify or add to the covenants established by this Declaration as applicable to the existing development.

3. **Mergers.** Upon a merger or consolidation of the Association with another association as provided in its Articles of Incorporation, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established, by this Declaration as applicable to the existing development except as herein provided.

4. **"Reserved" or "Excluded" Parcels.** Parcels marked "Reserved" or "Excluded" on the Record Plat shall not be subject to the limitations of Article VIII.

**ARTICLE II**  
**DEFINITIONS**

The following words when used in this Declaration or any supplemental declaration (unless the context shall prohibit) shall have the following meanings:

- (a) **Association** shall mean and refer to the Lake Linganore Association, Inc.
- (b) **Common Properties** shall mean and refer to those areas of land shown on the recorded subdivision plat of the existing development and intended to be devoted to the common use and enjoyment of the owners of existing development.
- (c) **Lot** shall mean and refer to any plot of land shown upon any recorded subdivision map of the development with the exception of Common Properties as heretofore defined.
- (d) **Living Unit** shall mean and refer to any portion of a building situated in the existing development designed and intended for use and occupancy as a residence by a single family.
- (e) **Multifamily Structure** shall mean and refer to any building containing two or more Living Units under one roof except when each such Living Unit is situated upon its own individual lot, and shall not include servants quarters in a residence.
- (f) **Owner** shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title, or the leasehold interest under a standard Maryland ground rent or under a Condominium (Horizontal Property Regime); to any Lot or Living Unit situated in the existing development but notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgage unless and until such mortgage has acquired title pursuant to foreclosure or any proceedings in lieu of foreclosure.
- (g) **Member** shall mean and refer to all those Owners who are members of the Association as provided in Article III, Section 1, hereof.
- (h) **Water Front Lot** shall mean a lot separated from Lake Linganore or other body of water only by a strip of land owned or to be owned by the Association, with no other privately held land intervening between such lot and the edge of the Lake or body of water.
- (i) **Developer** shall mean the person, company or corporation subdividing the land into lots; installing streets and other facilities and selling lots.
- (j) **Leasehold** shall mean and refer only to a leasehold subject to a standard Maryland ground rent.
- (k) **Truck** shall not be construed to mean a non-commercial, multi-passenger vehicle, including but not limited to non-commercial pick up truck of 3/4 ton or less, as defined in Section 11-136.1 of the transportation article of the Maryland Annotated Code.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

1. **Membership.** Every person or entity who is a record owner, as defined in Section II, of any Lot or Living Unit, Provided that any such person or entity who holds such interest merely as a security for that performance of an obligation shall not be a member.

Use of the facilities is limited to members of the Home Owners Association and their dependents as defined in Section 152 of the Internal Revenue Code of 1954, as amended. Each purchaser of a lot shall be entitled to become a member of the Home Owners Association in accordance with the rules of such Association. However, should a lot be purchased by co-owners (other than by a husband and wife or two persons, one of whom is a "dependent" of the other) then such co-owners must determine among themselves which co-owner (and his dependents) shall be entitled to membership privileges, and they shall deliver to the seller a writing signed by all the co-owners of the property to the effect that they agree that the person named in such writing (and his dependents) shall solely be entitled to membership. Such an election may be revoked at any time by the execution and delivery of a similar subsequent document naming another co-owner as the party to whom the membership privilege is to attach.

2. **Voting Rights.** The Association shall have two classes of voting membership.

*Class A.* Class A members shall be all those owners as defined in Section 1, with the exception of the Declarant. Class A members shall be entitled to one vote for each Lot or Living Unit in which they hold the interests required for membership by Section 1. When one or more persons hold such interest or interests in any Lot or Living Unit all such persons shall be members, and the vote for such Lot or Living Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot or Living Unit.

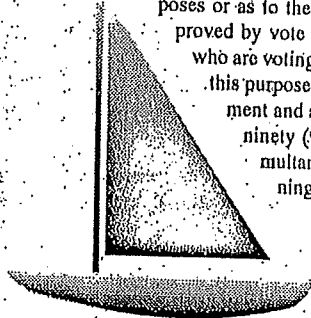
*Class B.* The Class B member shall be the Declarant or its successor or any grantee to, whom the Declarant may convey the Declarant's entire remaining interest in the existing development. The Class B member shall be entitled to five votes for each lot in which it holds the interest required for membership by Section 1 (and for every Living Unit in any multifamily structure owned by it) provided that the Class B membership shall cease and become converted to Class A membership on 1 January, 1979, or earlier upon the written election of the Declarant, or successor or grantee as aforesaid to make such conversion.

For purposes of determining the votes allowed under this Section, when Living Units are counted, the lots upon which Living Units are situated shall not be counted.

#### ARTICLE IV

#### PROPERTY RIGHTS IN THE COMMON PROPERTIES

1. **Member's Easements of Enjoyment.** Subject to the provisions of Section 3, every Member shall have a right and easement of enjoyment in and to the Common Properties (which Common Properties shall be used for the purposes designated in the Record Plat) and such easement shall be appurtenant to and shall pass with the title of every Lot or Living Unit. Legal title to the Common Properties specifically including all platted streets and paths, but not limited thereto, is retained by Declarant.
2. **Title to Common Properties.** The Declarant may retain the legal title to the Common Properties until such time as it has completed improvements thereon and until such time as, in the opinion of the Declarant, the Association is able to maintain the same but, notwithstanding any provision herein, the Declarant hereby covenants, for itself, its heirs and assigns, that it shall convey the Common Properties to the Association not later than 1 January, 1979.
3. **Extent of Member's Easements.** The rights and easements of enjoyment created hereby shall be subject to the following:
  - (a) The right of the Association, as provided in its Articles and By-Laws, to suspend the enjoyment rights of any member for any period during which any assessment remains unpaid, and for any period not to exceed ninety (90) days for any infraction of its published rules and regulations; and
  - (b) The right of the Association to charge reasonable admission and other fees for the use of the Common Properties; and
  - (c) The right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members, provided that no such dedication or transfer, determination as to the purposes or as to the conditions thereof, shall be effective unless approved by vote of two-thirds (2/3) of each class of membership who are voting in person or by proxy at a meeting duly called for this purpose, and unless written notice of the proposed agreement and action thereunder is sent to every member at least ninety (90) days in advance of any action taken, and simultaneously to the County Commissioners and the Planning and Zoning Commission of Frederick County.





**ARTICLE V**

**Covenant for Maintenance Assessments**

1. **Creation of the Lien and Personal Obligation of Assessments.** Each owner of any Lot or Living Unit by acceptance of a deed therefor, whether or not is shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; (2) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. Declarant shall not be required to pay such assessments or charges for vacant lots nor on dwelling units owned by Declarant as the developer, except and unless Declarant owns dwelling units from which rents are being received by Declarant, in which event Declarant shall pay assessments for each such rented dwelling unit on a basis equal with other lot and dwelling owners.
2. **Purpose of Assessments.** The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, property values and welfare of the residents of the Development and in particular for the improvement and maintenance of properties, services, roads and facilities devoted to this purpose and related to the use and enjoyment of the Common Properties and of the homes situated in the Development, including, but not limited to, the payment of taxes and insurance thereon and repair, replacement, and additions thereto, and for the cost of labor, equipment, materials, management, operational expenses and supervision thereof.
3. **Road Maintenance Fund.** From the assessments levied and collected by the Association, the Association shall set aside each year an amount equal to one thousand dollars (\$1,000.00) for each mile of completed paved road owned by the Association as of December 31, of the preceding year. The amount so set aside shall be designated the "Road Maintenance Fund" shall be kept segregated from other funds of the Association; and shall be used only for the purpose of maintaining, repairing or replacing the completed paved roads owned by the Association and the improvements incidental thereto, including, but not limited to, bridges, culverts, drains, shoulders, landscaping, seeding and mowing of land adjacent to the paved road and within the road easement area, and snow removal.

If the Association shall convey or dedicate to Frederick County any road or roads owned by the Association, that portion of the Road Maintenance Fund, which bears the same ratio to the whole fund as the length of road so conveyed or dedicated bears to the length of completed paved road owned by the Association at the time of such conveyance or dedication, shall be transferred to Frederick County. If Frederick County shall acquire by condemnation any roads or road owned by the Association, and if such roads are not in a reasonably safe and maintained condition, that portion of the Road Maintenance Fund similarly computed shall revert to the general fund of Frederick County for the purpose of upgrading such portion of roadway to acceptable condition, but otherwise such funds shall revert without restriction to the general funds of the Association.

4. **Basis of Annual Assessments.** Until the year beginning January 1, 1970, the annual assessment per Lot or Living Unit shall be whichever of the following amounts is appropriate; in addition to and not in lieu of taxes:
- (a) on vacant lots without any buildings, sixty (60) dollars; or in accordance with the procedures prescribed in paragraph 6 and 7 below, the annual dues were increased to one hundred thirty (130) dollars per year beginning on March 1, 1977.
  - (b) on a lot on which one or more buildings have been substantially completed (as defined by the County Assessor) an amount equal to seventy-five cents (\$.75) for each one hundred dollars (\$100.00) of the then current assessed valuation of the lot and building(s), but in no event less than annual assessment for a vacant lot.

As used herein, "assessed valuation" shall mean the valuation placed on the Lot or Living Unit, and improvements thereon or therein, for Frederick County or Maryland State real estate purposes; or, if both Frederick County and the State of Maryland shall ever cease to impose real estate taxes, then said term shall mean the last valuation placed on the lot or living unit, and improvements, during the last year when either shall impose real estate taxes. From and after January 1, 1970, the annual assessment may be increased by vote of the members, as hereinafter provided, for the next succeeding three years and at the end of each such period of three years for each succeeding period of three years. The Board of Directors of the Association may at any time, whether before or after January 1, 1970, fix the annual assessment for any year at a lesser amount than stated above if, after consideration of current maintenance costs and future needs of the Association, it deems it advisable to do so.

5. **Special Assessments for Capital Improvements.** In addition to the annual assessments authorized by Section 3 hereof, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

6. **Change in Basis of Annual Assessments.** Subject to the limitation of Section 4 hereof, and for the periods therein specified, the Association may change the basis of the assessments fixed by Section 4 hereof prospectively for any such period provided that any such change shall have the assent of two-thirds of the votes of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting, provided further that the limitations of Section 4 shall not apply to any change in the basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation and under Article I, Section 3 hereof.

7. **Quorum for any Action Authorized Under Sections 4 and 5.** The quorum required for any action authorized by Sections 4 and 5 hereof shall be as follows:

At the first meeting called, as provided in Sections 4 and 5 hereof, the presence at the meeting of members, or of proxies, entitled to cast sixty (60) percent of all the votes shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Sections 4 and 5, and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

8. **Date of Commencement of Annual Assessments: Due Dates.** The annual assessments provided for herein shall commence on the date (which shall be the first day of a month) fixed by the Board of Directors of the Association to be the date of commencement.

The first annual assessments shall be made for the balance of the calendar year and shall become due and payable on the day fixed for commencement. The assessments for any year, after the first year, shall become due and payable on the first day of March of said year.

The amount of the annual assessment which may be levied for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the annual assessment provided for in Section 3 hereof as the remaining number of months in that year bear to twelve. The same reduction in the amount of the assessment shall apply to the first assessment levied against any property which is hereafter added to the properties now subject to assessment at a time other than the beginning of any assessment period.

The due date of any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment.

9. **Duties of the Board of Directors.** The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each Lot or Living Unit for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any owner.

Written notice of the assessment shall thereupon be sent to every owner subject thereto.

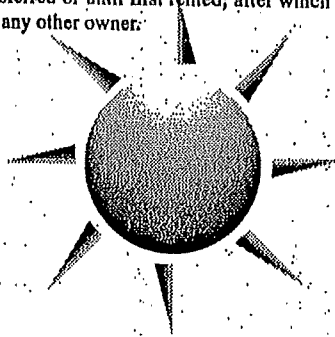
The Association shall upon demand at any time furnish to any owner liable for said assessment a certificate in writing signed by an officer of the Association setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

10. **The Lien of the Assessments; the Personal Obligation of the Owner; Effect of non-Payment of Assessment; Remedies of Association.** Each annual and special assessment (with penalties and costs of collection as hereinafter provided), both prior to and after the assessment thereof in each year, together with the continuing obligation to pay all annual and special assessments assessed in future years, shall be and remain a first lien upon each lot and living unit (except those exempt under Section 12 hereof, during the period of such exemption), which lien shall be superior to any other charges, liens or encumbrances which may hereafter in any manner arise or be imposed upon such lot or living unit, whether arising from or imposed by judgment or decree or by any agreement, contract, mortgage or other instruments, saving and excepting only such liens for taxes or other public charges as are by applicable law made superior. The personal obligation of the owner of the lot or living unit to pay such assessments, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the delinquency date, the delinquent owner shall pay a penalty from the date of delinquency at the rate of one per cent (1%) per month until the assessment is paid and the Association may bring an action at law against the owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the cost of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include penalties as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action.

11. **Pledge of Revenues.** In order to secure the repayment of any and all sums borrowed by it from time to time, the Association shall have the right and power to assign and pledge all revenues received, and to be received, by it under any provision of this Declaration, including, but not limited to, the proceeds of the annual assessments payable hereunder. The Association shall have the further power to agree with any lender that the annual assessments shall be levied at a particular rate, or at not less than a particular rate, subject to the limitations of Section 3 of this Article.
12. **Exempt Property.** The following property subject to this Declaration shall be exempted from the assessments, charge and lien created herein: (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (b) all Common Properties as defined in Article 1, Section 1 hereof; (c) all properties exempted from taxation by the laws of the State of Maryland, upon the terms and to the extent of such legal exemptions; (d) properties owned by the Developer pending sale, or pending renting.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens, provided however, that dwelling units built for sale or rent by Developer shall not be subject to assessments until sold and transferred or until first rented; after which they shall be subject the same as those of any other owner.



ARTICLE VI

ENVIRONMENTAL CONTROL COMMITTEE

1. **Review by Committee.** No grading, excavation, building, fence, wall or other structure or improvement whatsoever shall be commenced erected or maintained in the existing Development, nor shall any exterior addition to or change or alteration therein be made until two copies of plans and specifications showing the nature, and, shape, height, color roof, materials and location of the same and the grading and landscaping of the site shall have been submitted to, and approved in writing as to external design, external color, and location in relation to surrounding structures and topography by the Board of Directors of the Association or by an Environmental Control Committee (hereinafter called the Committee) composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it in writing, this Article will be deemed to have been fully complied with. A fee payable to the Environmental Control Committee, of not more than \$300.00 shall be paid upon each such submission and shall be used to defray the costs incurred by the Committee.

In the event construction is not commenced within two years following approval of plans and specifications as herein provided, such approval shall be void thereafter and a new application to the Committee shall be required for any subsequent constructions. If construction is commenced in accordance with approved plans and specifications within two years following the date of approval, subsequent construction in accordance with approved plans shall be deemed to be in compliance with this time limitation even though it continues more than two years beyond date of approval.

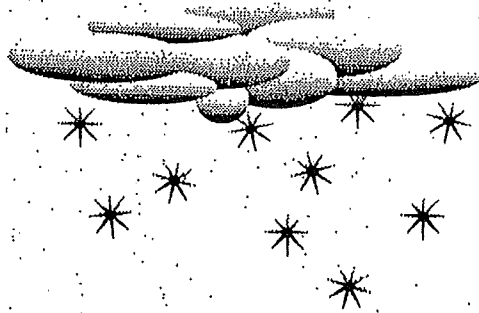
2. **Special review by the Environmental Control Committee applicable to lots 524 through 538 inclusive in Pinehurst V.** All construction on said lots shall conform to specific guidelines established by the Environmental Control Committee, which guidelines shall be for the purpose of creating a harmonious and unified design relationship among the several structures on said lots, as seen from streets or other lots in the vicinity. Said guidelines shall control location of structures on lots, height and location of fences or screen walls, percentage of lot which the structure may cover, roof shapes and materials, color and materials on fences and structures facing streets and adjacent yards, window locations and such other criteria which the Environmental Control Committee decides are necessary to accomplish the stated purposes. At the time of construction of each Living Unit, the lot owner shall build such fences and/or screen walls as the Environmental Control Committee may require.

ARTICLE VII

GENERAL COVENANTS, RESTRICTIONS AND EASEMENTS  
APPLYING TO ALL AREAS OF THE DEVELOPMENT

1. **Buildings Completed In One Year** The exterior of all buildings or other structures must be completed within one (1) year after the construction of same shall have commenced, except where such completion is impossible or would result in great hardship to the owner or builder due to strikes, fires, national emergency or natural calamities. If not so completed, or if construction shall cease for a period of 60 days without written permission of the Association, the unfinished structure or unfinished portion thereof shall be deemed a nuisance and forthwith removed by the Association at the cost of the owner.
2. **Prevent Unkept Buildings and Grounds.** It shall be the responsibility of each lot owner to prevent the development of any unclean, unsightly or unkept conditions of buildings or grounds on such lot which shall tend to substantially decrease the beauty of the neighborhood as a whole or in the specific area. No building material shall be stored on any lot, except temporarily during continuous construction of a building, unless enclosed out of view in a service yard or within a building.
3. **Noxious or Offensive Things.** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. There shall not be maintained any plants or animals, or device or thing of any sort whose normal activity or existence is, in the opinion of the Board of Directors, in any way noxious dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the owners thereof.
4. **Insect, Weed and Fire Control: Clean Lots.** In order to implement effective insect, weed and fire control, or remove nuisances, the Association and its agents have the right to enter upon any lot upon which a building has not been constructed and upon which no landscaping plan has been implemented (with prior written approval of the Association for such plan), such entry to be made by personnel with tractors or other suitable devices, for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds or other unsightly growth, which in the opinion of the Association detracts from the overall beauty, setting and safety of the existing developments. Such entrance for the purpose of mowing, cutting, clearing or pruning shall not be deemed a trespass. The Association and its agents may likewise enter upon such land to remove any trash which has collected on such lot without such entrance and removal being deemed a trespass. The provisions in this paragraph shall not be construed as an obligation on the part of the Association to mow, clear, cut or prune any lot nor to provide garbage or trash removal services.

5. **Signs.** No commercial signs, including "for rent", "for sale" and other similar signs, shall be erected or maintained on any lot except with the written permission of the Association or except as may be required by legal proceedings, it being understood that the Association will not grant permission for said signs unless their erection is reasonably necessary to avert serious hardship to the property owner. If such permission is granted, the Association reserves the right to restrict size, color and content of such signs. Property identification and like signs exceeding a combined total of more than two (2) square feet may not be erected without the written permission of the Association. Since it is necessary for the Developer, in the orderly process of construction or sale of the Development, to identify those properties to be sold as distinct from those sold, the prohibitions of this paragraph shall not apply to Developer as pertaining to the first lot sale or first rent of each building.
6. **Parking Spaces.** Each lot owner shall provide space for parking two automobiles off the street prior to the occupancy of any dwelling constructed on said lot in accordance with reasonable standards established by the Association.
7. **Sewage.** Every habitable building and every building discharging waste water and sewage shall be connected to a central sanitary sewer system and building permits shall not be issued until such systems are available for use by such structures. Every lot owner shall be conclusively presumed to have covenanted, by acquiring title to his lot from the Declarant or Developer (regardless of the means of such title of acquisition) to pay charges for sewer service, in accordance with the standard rates of the utility company, or other legal entity providing such service, for sewer connection charges and for regular sewer service thereafter. Each lot owner shall pay Four Dollars (\$4.00) per month per lot commencing upon the availability of sewer service to each lot owned, said charge to cease upon connection of property on each lot to the sanitary sewer when service charges shall commence.





8. **Easements.** The Declarant reserves unto itself, its successors and assigns as appurtenant to the Common Properties, a perpetual, alienable and releasable easement and right on, over and under the ground to erect, maintain and use slope easements, street signs, directional signs, temporary promotional signs, entrance features or "theme" areas, lights, landscaping and related uses, electric and telephone poles, wires, cables, conduits, sewers, water mains and other suitable equipment for the conveyance and use of storm water drainage, electricity, telephone equipment, gas, sewer, water or other public conveniences or utilities on, in or over the front ten (10) feet of each lot or common area, the rear six (6) feet of each lot or common area, and six (6) feet along each side of each lot or common area and such other areas as are shown on the applicable plat; provided further, however, that the width of said easement shall be twelve (12) feet along the boundary of any lot and constituting a portion of the boundary of the existing Development. These easements and rights expressly include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. Such rights may be exercised by any licensee of the Declarant (or of the Association after the Common Properties have been conveyed to the Association), but this reservation shall not be considered an obligation of the Declarant or the Association to provide or maintain any such utility or service. Any such easement may be extinguished, enlarged or modified by mutual consent of the owner or the tenant and the Declarant (or the Association after the Common Properties have been conveyed to the Association).
9. **Temporary Structures.** No structure of a temporary character shall be placed upon any lot at any time, provided, however, that this prohibition shall not apply to shelters used by a contractor during construction, it being clearly understood that these latter temporary shelters may not, at any time, be used as residences or permitted to remain on the lot after completion of construction.
10. **Restrictions on Building Types.** No trailer, mobile home, tent, barn, camper, caravan, tree house or other similar temporary living or camping quarters or outbuilding or structure shall be placed on any lot at any time, either temporarily or permanently, except with the approval of the County Planning & Zoning Commission, on lots or parcels specifically designated by the Declarant or the Association as being temporarily or permanently assigned such specified use and then only in accordance with the rules and regulations established for the use of such parcel or lot.

11. **Hidden Fuel Tanks and Receptacles.** No fuel tanks or similar storage receptacles may be exposed to view, and may be installed only within a main building or accessory building, within the screened area required in No. 12 herein, or buried underground. Every outdoor receptacle for ashes, trash, rubbish or garbage shall be installed underground, screened or so placed and kept as not to be visible from any street, lake or golf course within the Section or Subdivision at any time except during refuse collections.
12. **Service Yard.** Each lot owner must construct a screening fence to shield and hide from view a small service yard. Plans for such fence delineating the size, design, texture, appearance, color, materials and location must be approved by the Association prior to construction. (All outdoor clothes poles, clothes lines and similar equipment shall be so placed or screened by shrubbery as not to be visible from any street, lake, or golf course within the Section or Subdivision.)
13. **Trees.** No trees measuring six (6) inches or more in diameter at one (1) foot above ground level may be removed without the written approval of the Association.
14. **Replatting of Lots.** No lot shall be subdivided, or its boundary lines changed, except as approved by the Planning and Zoning Commission of Frederick County and with the written consent of the Association. Provided, however, the Declarant hereby expressly reserves to itself, its successors and assigns, the right to replat any two (2) or more lots shown on the plat of any said subdivision in order to create a modified building lot or lots; and to take such other steps as are necessary to make such replatted lot suitable and fit as a building site to include, but not be limited to the relocation of easements, walkways and rights of way to conform to the boundaries of replatted lots.
15. **Bridges and Walks.** The Declarant expressly reserves to itself, its agents or assigns the right to build any bridges, walkways or fixed spans across any or all natural or man-made lakes, canals, creeks, ravines or lagoons in the Development. Nothing in this paragraph shall be construed as placing an affirmative obligation on the Declarant or Association to provide or construct any bridge, walkway or fixed span unless such bridge, walkway or fixed span shall be shown and specifically designated on the recorded plan of the subdivision or section of lots referred to and incorporated in the deed of conveyance to the grantee lot owner asserting such affirmative obligation of the grantor Declarant.
16. **Sight Lines.** On lots located at street intersections, no structure, tree, bush or line-of-sight obstruction of any kind shall be built upon, planted, or allowed to remain within a triangle, the apex of which shall be the corner of the lot at said intersection (or the intersecting point of lines tangent to the curve if such lot has a curved lot line) and two sides of which shall be twenty-five (25) foot segments of the lot lines (or tangents) extending from that apex; provided, however, that this restriction shall not apply to walls, fences or bushes less than three (3) feet high as measured from the street level.

17. **Setbacks.** Since the establishment of standard inflexible setback lines for location of buildings and structures on lots tends to force construction of buildings both directly behind and directly to the side of other buildings, with detrimental effects on privacy, view, preservation of important trees, etc., no specific setback lines are established by these covenants other than that set forth in the preceding paragraph. Location of all structures shall be within the sole determination and control of the Environmental Control Committee.
18. **TV Antenna.** No television antenna shall be installed or permitted to remain on any lot or building in the Development more than one month after central cable or similar service is available. No radio transmitter or antenna shall be constructed or permitted to remain on any lot in the Development except by written consent of the Environmental Control Committee.
19. **Trucks.** No truck or trailers of any kind shall be parked upon the streets of the existing Development except temporarily for the purpose of loading or unloading or during building construction or on any lot in the existing Development unless enclosed in a garage.
20. **Private Water Facilities.** No existing private well or sewage system shall be constructed or permitted to be used on any lot in the Development more than six (6) months after a community or public utility service is made available to such lot; provided only that a private well may be constructed or used for a swimming pool or for irrigation when approved by the Environmental Control Committee and by the appropriate public authorities and by the utility company providing water service. Private water for model homes may be constructed with the approval of the Planning & Zoning Commission of Frederick County, but such shall be connected to public systems when available.
21. **Occupancy of Uncompleted Buildings.** No residence or other building shall be occupied until the same has been substantially completed in accordance with the approved plans and specifications.
22. **Junked Autos.** No stripped down, partially wrecked, or junk motor vehicle or sizeable part thereof, shall be permitted to be parked on any street in the Section or Subdivision or on any lot in such manner as to be visible to the occupants of other lots within the Section or Subdivision or to the users of any street, lake or golf course therein.
23. **Model Homes.** No owner of any lot shall build or permit the building thereon of any dwelling house that is to be used as a model house or exhibit unless prior written permission to do so shall have been obtained from the Committee.

24. **Replacement of Destroyed Buildings.** Any dwelling or outbuilding on any lot in the Section or Subdivision which may be destroyed in whole or in part by fire, windstorm or for any other cause or act of God must be rebuilt or all debris removed and the lot restored to a slightly condition with reasonable promptness, provided, however, that in no event shall such debris remain longer than six (6) months.
25. **Trash and Refuse.** No trash, ashes, garbage or other refuse shall be dumped or stored or accumulated on any lot or be thrown into or left on the shoreline of any lake in the Section or Subdivision. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted. In order to enhance the appearance and orderliness of the Section or Subdivision, the Declarant hereby reserves for itself, its successors and assigns, the exclusive right to operate, or from time to time grant an exclusive license to a third party to operate, a commercial scavenging service within the Development.
26. **Fences.** No fence of any kind or size shall be built or permitted to remain on any part of any lot except as approved by the Environmental Design Committee as to location, height, materials used, design, color and other pertinent visible characteristics.
27. **Access to Lots.** There shall be no access to any lot on the perimeter of the Development except from designated roads within the Development.
28. **Pets.** Not more than two dogs and cats may be kept by each lot owner in the existing Development, and no dogs or cats may be kept, bred or maintained for any commercial use or purpose. No other animals of any kind (other than indoor pets such as fish and birds) shall be kept in this section of the Development, provided that this shall not be construed to prohibit the riding of horses along the bridle trails.
29. **Boats.** No boat shall be stored on any lot except in a building or in a yard area enclosed by a fence or wall high enough to conceal all parts of the boat except its masts from the view of persons standing on any street of the Development at street level or on an adjacent lot at ground level, provided, however, that no such fence or wall need to be more than eight (8) feet high

**30. Exterior Maintenance of Living Units and Other Structures.** In addition to maintenance upon the Common Areas and Community Facilities as aforesaid, the Association may, in the interest of the general welfare of all the Owners of the Property, provide periodic exterior maintenance upon lots, Living Units, or other structures subject to annual assessment as provided herein, as follows (but in no way limited to the following): periodic painting of exterior building surfaces and trim, repair and maintenance of gutters, downspouts, roofs, shrubs, lawns, walks, driveways and other exterior improvements, all as and when it deems necessary for the purposes aforesaid but not without resolution by the Board of Directors of the Association or by the Environmental Control Committee and not without reasonable notice to the Owner of any Living Unit proposed to be so maintained. The failure of any Owner to repaint the exterior building surface and trim of his Living Unit within five (5) years of its original painting or most recent repainting shall create the conclusive and irrefutable presumption that such repainting is in the interest of the general welfare of all Owners of the Property.

The cost of any exterior maintenance performed pursuant to the Section shall be assessed against the Living Unit upon which such maintenance is done and, when so assessed, a statement for the amount thereof shall be rendered to the Owner of said Living Unit at which time the assessment shall become due and payable and a continuing lien and obligation of the Owner in all respects as provided in Article V of this Declaration.

For the purpose solely of performing the exterior maintenance required or authorized by this Article, the Association through its duly authorized agents or employees shall have the right, after reasonable notice to the Owner, to enter upon any lot or the exterior of any Living Unit at reasonable hours on any day except Sunday, which entry shall not be deemed a trespass.

**31. Post Lamps.** Each lot owner shall erect at his own expense upon his lot, on a line two (2) feet from the front line, or such other places approved by the Environmental Design Committee, a post lamp of the design and type specified by the Association, prior to the substantial completion of the house on said lot, provided, however, that same shall not be required while the lot remains vacant.

When a post lamp or the like is installed on any lot or attached to any Living Unit, the Owner of such Lot or Living Unit shall maintain it and light it from dusk to dawn and bear all costs incident thereto.

**32. Garbage Disposers.** Every Living Unit shall be equipped with an approved electric garbage disposer connected to the waste line from the kitchen sink.

**ARTICLE VIII**

**SPECIAL RESTRICTIVE COVENANTS APPLICABLE TO ALL SINGLE FAMILY RESIDENTIAL LOTS IN THIS SECTION**

1. **Residential Use of Lots.** All lots in Single Family Residential Areas shall be used for residential purposes exclusively. No structure, except as hereinafter provided, shall be erected, altered, placed or permitted to remain on any lot in the Single Family Residential Areas other than one (1) family dwelling and accessory buildings subject to the approval of the Environmental Control Committee which may include a detached private garage and/or servant's quarters, provided the use of such dwelling or accessory buildings do not overcrowd the site and provided further that such building is not used for any activity normally conducted as business. Such accessory building may not be constructed prior to the construction of the main building.

**ARTICLE IX**

**SPECIAL RESTRICTIVE COVENANTS AFFECTING WATERFRONT LOTS**

1. **View Easements.** There shall be reserved for the use and benefit of adjacent second-row lot owners an easement of view running along the side boundary lines of waterfront lots for a width of five (5) feet on each side of each waterfront lot except and unless the said second-row lot is at an elevation 25 feet higher than the first row lot, each lot measuring point being 50 feet from the common boundary. It is herein specified that the purpose of this easement is to enable second-row lot owners to maintain permanently an open area sufficiently unobstructed to afford a direct view of the lake and direct circulation of lake breezes. Owners of waterfront lots may not erect any fence, wall or other structure interfering with such easements. Agents of the Association, acting at the request of the owners of second-row lots, may enter onto front row lots and cut or trim any trees, limbs, bushes or shrubs or other obstructions located within such easement areas and interfering with the view of second-row property owners. Such clearing and maintenance shall be at the expense of the second-row lot owners, except when the easement of view was willfully obstructed by the owner of a waterfront lot or his agent, in which event removal of such obstruction shall be at the expense of the waterfront lot owner who obstructed or authorized the obstruction of the easement of view. This restriction may be modified or removed by the Directors or the Declarant upon application by a lot owner, giving in writing the detailed site plan, landscaping plan, construction plans and specifications and such information as is necessary for the Directors or Declarant to consider to determine that second-row lots will not be adversely affected by such removal or modification.

2. Docks. Boating and fishing docks, swimming floats, gazebos and similar structures may be erected by waterfront lot owners, as a privilege, within the lake boundaries opposite their lake frontage provided same is approved by the Declarant or the Directors as to materials, color, location, height, size, plan and all other particulars which will affect its appearance and durability and further provided that same will not interfere with the passage of Association members along, across and through the lands owned or to be owned by the Association in the normal intended use of such land. Lot owners so privileged shall be responsible for maintaining in a durable and attractive condition all such allowed construction. If lot owner does not maintain such construction in durable and attractive condition, same may be restored or repaired or made attractive or removed and destroyed by Declarant or Association at the lot owner's expense. For good and sufficient cause, the Declarant or Association may withdraw the privilege earlier given, in which event, lot owner shall remove same within ninety (90) days at his expense.

## ARTICLE X

### ENFORCEMENT OF COVENANTS

In the event of a violation or breach of any of the restrictions contained herein by any property owner, or agent of such owner, the owners of lots in the existing Development, or any of them jointly or severally shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing, the Association shall have the right, whenever there shall have been built on any lot in the existing Development any structure which is in violation of these restrictions, to enter upon such property where such violation exists and summarily abate or remove the same at the expense of the owner, if after thirty, (30) days written notice of such violation it shall not have been corrected by the owner. Any such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any right, reservations, restrictions, or condition contained in this Declaration, however long continued, shall not be deemed a waiver of the right to do so hereafter as to the same breach, or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement. The invalidation by any Court of any restrictions contained in this Declaration shall in no way affect any of the other restrictions, but they shall remain in full force and effect.

ARTICLE XI

GENERAL PROVISIONS

1. **Duration.** Subject to the provisions of Section 4 of this Article, the covenants and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association, or the owner of any land subject to this Declaration; their respective legal representatives, heirs, successors and assigns, for a term of 30 years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then Owners of two-thirds of the Lots or Living Units has been recorded, agreeing to change said covenants and restrictions in whole or in part. (For purposes of meeting the two-thirds requirements when Living Units are counted, the Lot or Lots upon which such Living Units are situated shall not be counted.) Provided, however, that no such agreement to change shall be effective unless written notice of the proposed agreement is sent to every owner, the Planning and Zoning Commission of Frederick County, and the Board of County Commissioners at least ninety (90) days in advance of any action taken.
2. **Notices.** Any notice required to be sent to any member or owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as member or owner on the records of the Association at the time of such mailing.
3. **Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.
4. **Limits of Applicability.** These Conditions, Covenants, Restrictions, Easements, and Charges shall pertain to Pinehurst Section I of Eaglehead as shown on a plat recorded with the Clerk of the Circuit Court of Frederick County only and not to any other land.
5. **Revision of Covenants.** These covenants may be amended at any time or times by the recording of an instrument signed by owners representing two-thirds of each class of membership. (For purposes of meeting the two-thirds requirement, when Living Units are counted, the lot or lots upon which such Living Units are situated shall not be counted.) Provided, however, that no such amendment shall be effective unless written notice of the proposed amendment is sent to every owner and the Planning and Zoning Commission of Frederick County and the Board of Commissioners at least ninety (90) days in advance of any action taken.



6. **Conflict of Covenants.** If it should be found that there is a conflict between the foregoing conditions, covenants, and restrictions with the agreement dated July 12, 1968, entered into between Linganore Corporation, Frederick County Planning & Zoning Commission, and Frederick Board of County Commissioners or in any regulations of Frederick County as they may be amended, the condition in said agreement or said regulation shall apply. In such case the conditions, covenants and restrictions herein shall be modified to conform to said agreement or regulations.

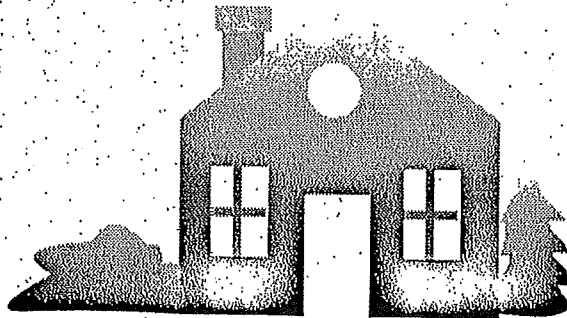
#### GENERAL INFORMATION

1. Except for those business activities which cannot, by law, be excluded from residential areas, no person or persons shall engage in any gainful occupation, profession, or trade on any residential lot within the Planned Unit Development, without written approval of the Lake Linganore Association Board of Directors.
2. No person owning or having control of any animal shall permit such animal to stray or run at large upon any Lake Linganore street, other public place, or any unenclosed private place, or Association common ground.
3. Under the Covenants, written approval of the ECC must be obtained before the owner of any lot engages in any construction, reconstruction, refinishing, or alteration of any improvement, or before installing any utility line, or before making any excavation, or cutting any tree or doing any act which would affect the drainage on a lot.
4. All unsightly items placed on the lot must be screened or hidden in such a manner that they are not offensive or visible from neighboring lots, streets and common areas. These items include but are not limited to the following: trash receptacles, clothes lines, fuel tanks, storage areas, recreational vehicles, maintenance equipment, boats, trailers or chain-link dog kennels.
5. All exterior antennae must be approved by the ECC prior to installation. No television antennae shall be installed or permitted to remain on any lot or building in the development more than one month after central cable or similar service is available to the lot.

6. No owner may lease or rent less than an entire home. Owners who rent their homes are required to advise the General Manager of the Association, in writing, of the identity of the renter. This notice shall also specify which privileges of membership the owner grants to the renter. The intent of Article VII of the Covenants is that Single Family Residential areas shall be used for residential purposes of one (1) family exclusively. Multiple family rentals in Single Family Residential Areas is prohibited, regardless of the size or extent of any accessory buildings on the property. Property owners may not alter, construct, remodel or otherwise provide multiple family space within the confines of any single family space within the confines of any single family home in a Single Family Residential Area of the PUD. The Association shall have the power at any time without liability to any owner to enter upon any lot for the purpose of enforcing the Covenants, or for the purpose of maintaining any such lot, if for any reason the owner thereof fails to maintain such lot as required by the Covenants and for the purpose of removing therefrom any improvement constructed on any lot contrary to the provisions of the Covenants.

The LLA cost of any exterior maintenance performed pursuant to any section of this document shall be assessed against the living unit upon which such maintenance is done and when so assessed, a statement for the amount thereof shall be rendered to the Owner of said living unit at which time the assessment shall become due and payable and be a continuing lien and obligation of the Owner in all respects as provided in Article V of the Covenants.

The Association shall have the power to commence and maintain actions to restrain and enjoin any breach or threatened breach and to recover from the offending owner the Association's costs (including reasonable attorneys' fees) incurred in gaining compliance.



**RESOLUTION OF  
THE BOARD OF DIRECTORS**

WHEREAS, Article IV and Article X of the Declaration of Conditions, Covenants, and Restrictions, Easements and Charges Affecting the Real Property known as Lake Linganore at Eaglehead grant to the Board of Directors the power to enforce the provisions of the said Covenants, do hereby establish this document for this purpose.

WHEREAS, this document entitles the CCC to make rulings based on complaints and adopt corrective actions. The CCC will also adopt procedures for conducting proceedings for appeals, and such rules shall be submitted to the Board for approval.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors adopt the following procedural rules to govern the responsibilities delegated by the Board to the CCC dated December 18, 1991.

**DEFINITIONS AND ABBREVIATIONS USED HEREIN**

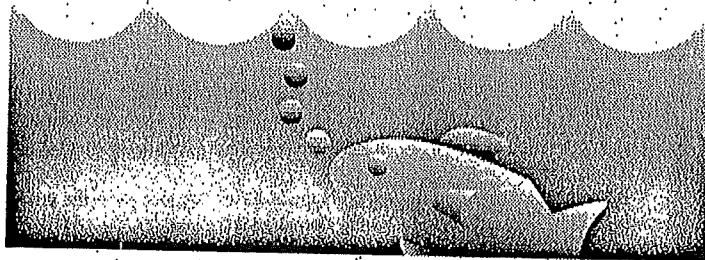
**Association:** Lake Linganore Association, Inc.

**CCC:** Covenants Compliance Committee

**Covenants:** Declaration of Conditions, Covenants, Restrictions, Easements and Charges Affecting the Real Property known at Lake Linganore.

**LLA:** Lake Linganore Association, Inc.

**Manager:** General Manager



**PROCEDURAL RULES**  
**Covenants Compliance Committee**

**ARTICLE I**

**VIOLATIONS**

**Section 1. Preliminary Procedures to Compliance**

In the event that a violation is brought to the attention of the Association, it is the intent of the Board that the preliminary compliance process (except in matters of health, safety and emergency) be followed by the Manager, the CCC Administrator, and the Committee prior to any corrective action being taken by the CCC:

- A. **Procedural Steps:** Any alleged violation shall: (a) be in writing, (b) specifically describe the alleged violation, and (c) give the offending owner a reasonable period of time at the discretion of the committee in which to cease or correct the offending activity. This written request for compliance must be made before the CCC can initiate compliance proceedings. In cases of urgency, the written request may call for immediate termination of the offending activity.
- B. **Notice of Alleged Violator's Rights:** Service of the complaint shall contain notice of the alleged violator's rights to appeal. Any objections by the alleged respondent to the form or substance of the complaint shall be in writing and shall be considered by the CCC within ten (10) days after receipt.
- C. **Sufficiency of Complaint:** If the CCC determines that the complaint is insufficient as submitted, it shall be returned with a letter stating the reason(s) for rejection.
- D. **Authority:** The Association shall have the authority to initiate compliance procedures either on its own volition (if, for instance, a director, officer, or employee of the Association, including the ECC discover the alleged violation) or, following investigation, in response to a written complaint from an Association member.

**Section 2. Compliance Procedures**

When there is no response or corrective action resulting from the preliminary compliance request, the Committee will notify the property owner of action that will be taken if the offending matter is not brought into compliance within fifteen (15) days of receipt of the letter.

If no response or request for appeal is made following receipt of the letter, the Committee shall implement the following Compliance Procedures.

### Section 3. Procedures for Correction

The procedures for enforcement as set forth within the covenants shall be followed when possible for the purpose of correcting a violation. In some cases, the covenants do not provide for correction of the violation.

In the event that the CCC determines that a violation has occurred, and the covenants do not provide for the course of action that should be taken, the Association reserves the right to enter upon any property for the purpose of bringing that property into compliance, provided the above-mentioned procedure has been followed, such entry to be made with suitable devices and materials for correcting the violation, and such entry shall not be deemed a trespass.

The costs associated with such compliance procedures shall be the responsibility of the property owner and shall be assessed, by the Association, for all expenses incurred to bring the offending matter into compliance. The property owner shall then have thirty (30) days in which to make payments for such costs. If payment is not received by the Association within the time period specified, the Association shall attach such costs to the Annual Homeowner's Assessments which shall incur late charges for each month of non-payment.

## ARTICLE II

### APPEALS HEARING

#### Section 1. Request for Appeal Hearing

Any member charged with an alleged violation of the Covenants may appeal to the Committee. A request for a hearing, in writing, addressed to the Association office.

If the complaint is filed by the Association Management, the CCC Administrator shall prepare and file a formal written complaint with the CCC. If the complaint is within purview of the ECC, said committee shall prepare a written complaint to the CCC. A complaint shall be accompanied by letters, memoranda, or other documentation relating to or arising out of the Association's attempt at gaining compliance. If the respondent fails to appear at the scheduled hearing, he may be determined to be in violation by default.

#### Section 2. Notice of Hearing.

- A. **Service of Notice:** If a written request for hearing is made, the CCC shall serve a Notice of Hearing on all parties at least fifteen (15) days prior to the hearing. The parties who must receive notice of the hearing shall include the members of the CCC, the respondent, the complainant(s) and any other person that the committee intends to call as a witness.

- B. Rescheduled Hearing:** If any party demonstrates, in writing, good cause as to why he/she cannot attend the hearing, that party must notify the CCC at least 48 hours prior to the originally scheduled hearing. If the justification for the rescheduled delay is accepted by the CCC, the hearing shall be rescheduled and written notice of the new date, time and location of the hearing shall be served upon all parties at least ten (10) days prior to the rescheduled hearing date.

### **Section 3. CCC Impartiality/Challenge of Committee Members of Cause**

It shall be incumbent upon each member of the CCC to make a determination to function in a disinterested and objective manner in considering any case. Any member incapable of objective consideration of the case shall remove him/herself from the proceedings. These actions shall be recorded in the minutes of the Committee's proceedings. The alleged violator may challenge any member of the CCC for cause at any time prior to the taking of evidence and testimony at the hearing. Cause shall be determined to exist if the respondent can demonstrate to the Committee members (other than the challenged member) that facts and circumstances make it unlikely that a particular committee member can be fair and impartial in hearing the case.

In the event of such a challenge, prior to the hearing, the CCC shall meet to determine its sufficiency. All decisions of the CCC regarding challenges for cause shall be deemed final.

### **Section 4. Hearing Procedures**

At the beginning of a hearing, the Administrator of the CCC shall explain the following rules and procedures for conducting the hearing:

- A. Each party to the proceedings is entitled to make an opening statement, starting with the complainant's case.
- B. Each party is entitled to produce evidence, witnesses, testimony and to cross-examine the witnesses and opposing party.
- C. Any relevant evidence shall be admitted, regardless of judicial rules of evidence, although hearsay evidence shall not be sufficient in itself to support a finding.
- D. Each party is entitled to make a closing statement.
- E. Any party may waive the right to exercise any part of the hearing process, and the CCC is entitled to exercise its discretion in specifying the rules by which the hearing will be conducted so long as the respondent is given an opportunity to confront and cross-examine all witnesses.

**Section 5. Decision**

After the hearing, the CCC shall make its decision. The decision may be made at the conclusion of the hearing, or the matter may be taken under submission so long as the decision is made within ten (10) days following the hearing date. The decision shall be in writing, and shall contain findings of fact with respect to all issues involved in the matter that must be resolved in order to determine the controversy. A majority of the committee members present at the hearing must support the decision. A copy of the decision shall be provided. Corrective actions, fines or fees shall become effective ten days after the decision is served on the violator.

**ARTICLE III**

**AMENDMENTS TO THE PROCEDURES**

The CCC may recommend to the LLA Board of Directors changes in the procedural rules set forth in this resolution. Any changes or amendments to these procedural rules, adopted by the Board, shall become effective immediately upon their adoption; provided, however, that any amendment shall not affect or control any case pending before the committee at the time the amendment is adopted unless otherwise agreed to by the alleged violators.

**ARTICLE IV**

**APPEALS OF CCC DECISION**

**Section 1: Appeal to the Board of Directors**

Either the complainant or the respondent may appeal a decision of the CCC to the LLA Board of Directors. In the event that an appeal is filed as provided herein, enforcement of the decision of the CCC shall be stayed until such time as the Board of Directors affirms, amends or reverses the CCC's decision.

**Section 2: Appeals Petition**

An appeals petition must be in writing and submitted to the Board of Directors within five (5) days following receipt of the Committee's decision. Notice of appeals hearing shall be given at least five (5) days prior to meeting.

ARTICLE V

**GENERAL INFORMATION OF ENFORCING CONDITIONS,  
COVENANTS, RESTRICTIONS, EASEMENTS AND CHARGES  
AFFECTING THE REAL PROPERTY**

1. Except for those business activities which cannot, by law, be excluded from residential areas, no person or persons shall engage in any gainful occupation, profession; or trade on any residential lot within the Planned Unit Development, without written approval of the Lake Langanore Association Board of Directors.
2. No person owning or having control of any animal shall permit such animal to stray or run at large upon any Lake Langanore street, other public place, or any unenclosed private place, or Association common ground.
3. Under the Covenants, written approval of the ECC must be obtained before the owner of any lot engages in any construction, reconstruction, refinishing, or alteration of any improvement, or before installing any utility line, or before making any excavation, or cutting any tree or doing any act which would affect the drainage on a lot.
4. All unsightly items placed on the lot must be screened or hidden in such a manner that they are not offensive or visible from neighboring lots, streets and common areas. These items include but are not limited to the following: trash receptacles, clothes lines, fuel tanks, storage areas, recreational vehicles, maintenance equipment, boats, trailers or chain-link dog kennels.
5. All exterior antennae must be approved by the ECC prior to installation. No television antennae shall be installed or permitted to remain on any lot or building in the development more than one month after central cable or similar service is available to the lot.
6. No owner may lease or rent less than an entire home. Owners who rent their homes are required to advise the General Manager of the Association, in writing, of the identity of the renter. This notice shall also specify which privileges of membership the owner grants to the renter. The intent of Article VII of the Covenants is that Single Family Residential areas shall be used for residential purposes of one (1) family exclusively. Multiple family rentals in Single Family Residential Areas is prohibited, regardless of the size or extent of any accessory buildings on the property. Property owners may not alter, construct, remodel or otherwise provide multiple family space within the confines of any single family space within the confines of any single family home in a Single Family Residential Area of the PUD.



7. The Association shall have the power at any time without liability to any owner to enter upon any lot for the purpose of enforcing the Covenants, or for the purpose of maintaining any such lot, if for any reason the owner thereof fails to maintain such lot as required by the Covenants and for the purpose of removing therefrom any improvement constructed on any lot contrary to the provisions of the Covenants.

The LLA cost of any exterior maintenance performed pursuant to any section of this document shall be assessed against the property upon which such maintenance is done and when so assessed, a statement for the amount thereof shall be rendered to the Owner of said property at which time the assessment shall become due and payable and be a continuing lien and obligation of the Owner in all respects as provided in Article V of the Covenants.

8. The Association shall have the power to commence and maintain actions to restrain and enjoin any breach or threatened breach and to recover from the offending owner the Association's costs (including reasonable attorneys' fees) incurred in gaining compliance.

**LAKE LINGANORE ASSOCIATION**

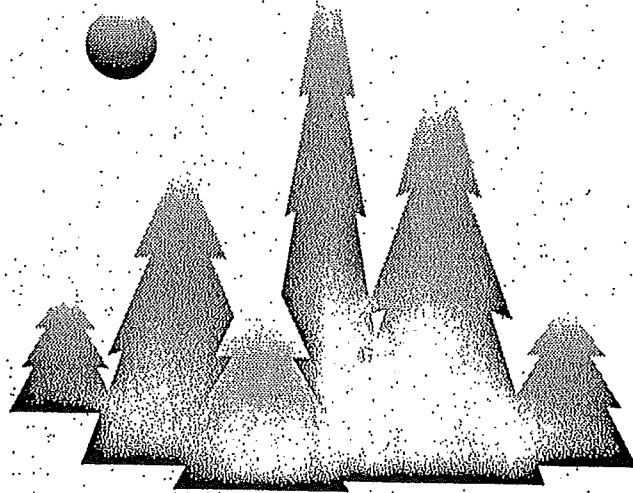
**NOTICE OF RESPONDENT'S RIGHTS AND OPTIONS**

You may appeal the alleged violation and request a hearing in writing within ten (10) days of receipt of violation notice.

You may attend a hearing before the CCC. You should bring with you to the hearing all witnesses and documents that you consider relevant to the charges. The hearing will be informal, and Maryland rules of evidence are not observed.

You may object to the complaint on the ground that it pertains to acts or omissions that have already ceased or have been corrected.

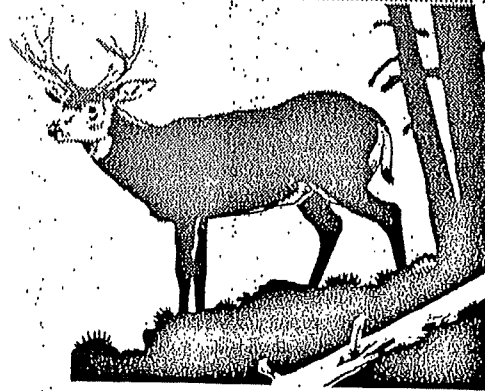
You may object to the form or substance of the complaint. Any answer or objection to the complaint must be in writing and shall be considered by the CCC.





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## GUIDELINES

LAKE LINGANORE ASSOCIATION, INC.  
ENVIRONMENTAL CONTROL COMMITTEE*Modified March, 1995*

The individual homes that we build represent all of the planning required to create a community in which the members may enjoy their natural surroundings. To facilitate detailed planning, the Environmental Control Committee (ECC) has established design standards, architectural review and continuous monitoring of construction. Through these devices, the ECC works to promote the responsible growth of a community in harmony with its natural surroundings.

To assist you, your architect and your builder in participating in the responsible growth, the ECC has prepared the following statement of procedures and standards. The Association staff is available to consult with you and to answer questions throughout the process. The Administrator of the ECC will screen your plans and make suggestions to help ease your plans through the approval process.

The approval process does take at least two weeks. To assure that your plans receive adequate architectural review, the ECC requires finished, high quality plans. Compliance with both the spirit and the letter of the Covenants and the Guidelines throughout the design and construction of your house is vital in achieving our common goals. The purposes of these Guidelines are as follows:

- 1) to inform property owners of the standards that will be applied to evaluate construction and alteration plans submitted to the Environmental Control Committee.
- 2) to inform builders of the requirements for all construction at Lake Linganore and of the procedures for approval of plans.
- 3) to provide uniform guidelines to be used by the Environmental Control Committee in reviewing house and alteration specifications.

These guidelines detail basic design principles applicable to individual homes at Lake Linganore. The Association will issue additional guidelines to cover construction of multiple dwelling units and other types of construction. These guidelines are not all-inclusive nor are they absolute. Each application is judged on its own merits, but it must take into account the design's effect on neighbors. The community, the environment, the covenants, conditions and restrictions, and a multitude of other values are also important factors in the consideration of plans. In short, guidelines exist to help us achieve our common goals through their consistent and fair implementation.

Throughout the review process, the Association does not duplicate services which are provided by other authorities. The Association's review focuses only on compliance with the covenants and guidelines; architectural integrity and impact on neighboring lots. Frederick County scrutinizes plans with respect to county ordinances which establish setback requirements, storm water management controls and engineering standards.

## I. CONDITIONS, COVENANTS AND RESTRICTIONS — BACKGROUND

Lake Linganore is a Planned Unit Development (PUD). PUD's are intended to benefit all of the involved parties, the homeowners, developers and the county. The original developers entered into agreements with Frederick County which allowed the developer to make decisions regarding the growth within the PUD. Such decisions are normally made by the County zoning authority. In exchange for this flexibility, the County required that the developer build roads, utilities, recreation centers, and common areas.

The County also required the establishment of a homeowners association (HOA) to own and maintain the common facilities. An association also enables the members to work together to protect their property values and their quality of life within the community. With the bankruptcy of the original developer, the Lake Linganore Association, Inc. assumed responsibility for many functions beyond the scope of typical associations. The principal function of an association, however, remains the service of the members' collective wants.

A developer also needs an HOA, but his point of view is different. The developer must complete common areas and facilities for the members. Upon completion of the facilities, the developer transfers the title and operational costs to the association.

The Declaration of the Conditions, Covenants, Restrictions, Easements and Charges (the Covenants) is the legal document used to establish the HOA. The Covenants detail the functions of the HOA, the rules, to which the members subscribe and the dues structure. The Covenants run with the land so that whoever owns the land is bound by the Covenants.

## II. THE ENVIRONMENTAL CONTROL COMMITTEE

The Conditions, Covenants and Restrictions (CCRs) for Lake Linganore establish an Environmental Control Committee. The Board of Directors appoints the ECC to review plans for all construction and exterior alterations of existing structures within the PUD. The ECC membership includes two staff members and one village representative who is selected by the respective village committees. The administrator of the ECC shall screen submissions and discuss plans with the owner/builder. The administrator shall advise the applicant in writing of the results of the ECC's decision regarding any plans. Owners/builders shall rely on the written approval of the administrator in any environmental control issues where Association approval is required. The ECC shall meet at regular intervals, and the Association membership shall be advised of the scheduled meetings.

If the ECC fails to act on an application within thirty days from receipt of the plans, the plans are considered approved. Following the ECC review, the ECC may give final approval, may approve applications subject to conditions or may reject an application. See VII Appeals Process.



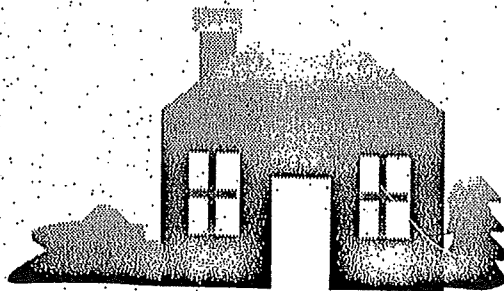
### III. THE APPLICATION FOR EXTERIOR ALTERATION

A property owner who wants to alter the exterior of an existing residence or the landscaping (but which alteration does not involve construction requiring a building permit) shall submit plans in sketch form. There is a \$20.00 fee for review of construction plans for alteration. There is no fee for review of alterations not involving construction. Alterations and additions are subject to review by the ECC. The administrator of the ECC shall screen proposed alterations and may approve the plans. The ECC may approve the plans, approve the plans with conditions or reject plans. See VII Appeals Process.

Examples of alterations to be submitted for approval are noted as follows: (\*) = \$20.00 fee required, and (-) = no fee required

- construction of a wall or fence
- construction of a deck
- correction of drainage problems
- installation of a chimney
- solar panels and other energy saving devices
- windmills for electrical power generation
- any other appurtenances that have not been submitted for approval.
- relocation of a driveway
- removal of trees over 6" in diameter
- repainting with new colors
- addition of exterior lighting
- storm windows and doors
- awnings
- T.V. antennas (to include satellite dishes) or towers
- radio antennas or towers.

Failure to submit plans and to obtain ECC approval may result in a fine not to exceed \$500.00. The Builder/Owner may also be required to restore the property to a condition like that prior to the alteration(s) at the expense of the Builder/Owner. The unapproved removal of trees may result in a fine not to exceed \$500.00 per tree.



## IV. THE APPROVAL PROCESS

### A. Architectural Standards

When your plans are submitted to the ECC for approval, they should incorporate your ideas as well as the work of architects, engineers, site planners and builders. You may feel that the plans are perfect, but the ECC must insure that the plans comply with the general approach to construction within Lake Linganore.

The Committee will apply some basic principles of design review to the housing style, to the site and to its probable impact on adjoining houses within the village. Design decisions are not based on personal opinion or taste but on the general standards that were originally planned and that have evolved for Lake Linganore.

1. Does the application conform to the covenants? The plan must show the location of required elements such as the enclosed service yard, the post lamp, adequate parking, concealment of utility service and landscaping materials.
2. Is the application consistent with the Linganore concept? The home should look natural and appropriate to its environment. Earth tone colors, natural materials, placement according to the topography, minimum change in contours, closeness to the ground are all phrases appropriate to the concept. Bright colors, exotic forms, imitation materials, gross changes in contours, starkness are all phrases not included in the concept. As a general statement, home styles which include "gingerbread" or cosmetic effects and home styles appropriate to urban settings are unlikely to be consistent with Linganore houses.
3. Is the design compatible as to style, workmanship, materials and details? The home should be consistent as to its different parts and as to adjoining houses within the village. All houses must not look alike or be the same size or the same color, but certain elements are common within the villages.
4. What impact will this house have on the environment? The primary concerns are access, view, sunlight, drainage and privacy.
5. Are factors in the plan inappropriate? Consider scale, color, materials, workmanship and timing. Does the house provide sufficient space for residential use?

### B. Guidelines

1. **Roofs** - The classic Linganore roof is a 5" in 12" slope with cedar shakes or architectural shingles. Flat roofs are not desirable. Other desirable materials are tile, slate, terra metal or heavy textured asphalt shingles. Dark colors are preferred; light weight shingles or light colors are not. Roofs should not be cluttered with pipes or equipment. No shiny or bright materials should be exposed. Solar collection devices should be integrated with the design, not added as an afterthought. Skylights and bubbles should also be integrated with the design. Bubbles, in particular, will be scrutinized closely. Gutters should be

unobtrusive. Facia boards should be broad and firm. Trellises and sunscreens are desirable to broaden and lower the design.

2. **Sidewalls** - Stone, stained wood and shakes or shingles are desirable. Appropriately earth-colored stucco, dark colored textured brick or painted wood may also be acceptable. Siding material must be brought down over all foundation walls to 8" from grade. Concrete block, formstone and asphalt shingles are undesirable. Metal windows and doors should be finished in bronze or dark brown without shine unless such colors have a negative effect on the color scheme; in which case, appropriately colored windows and doors may be permitted. Multiple contrasting materials should be avoided. Natural finish materials such as cedar should be treated to ensure even weathering. Metal rails and/or fixtures set in masonry should be installed so as to prevent staining.
3. **Foundation Walls** - Stone, concrete with aggregate, brick and material identical to sidewalks are desirable. Block or stucco painted to match walls are acceptable if necessary. However, unfinished block or concrete would not usually be accepted. On some sites, piers or posts and pylons might be acceptable. Parging must correspond to the contour line. County codes require an 8" separation between wood siding and soil.
4. **Landscaping** - Landscaping plans shall include the installation of principally hardwood trees, permanent shrubs, ground cover, planting beds, terraces and tree wells. Lawns, mulch, and temporary or annual plantings shall not be included as part of the landscaping plan. When building on wooded lots, at least one-half of one percent of the total market value of the property (a minimum of \$750.00) shall be dedicated to the landscaping plan. When building on non-wooded lots, at least one percent of the total market value of the property (a minimum of \$1,500.00) shall be dedicated to the landscaping plan. The Association staff will compile a price list to install various planting material. The list shall consist of the median prices from at least three local nurseries and shall be compiled on a quarterly basis beginning in March of each fiscal year. Approval of the landscaping plan shall be based on the ECC landscaping materials price list. Every effort should be made to preserve and to incorporate natural rock outcroppings into the landscaping package.
5. **Fences and Walls** - Fences have many legitimate purposes, but their use at Lake Linganore should not include marking property lines or dividing properties. Generally, open fencing is preferred to solid fencing. Planting should be integrated with fences to soften their effect. Tops of fences should be horizontal and bottoms should be not more than half a foot from the ground. Chain link and wire fences are not permitted. Natural fences of hedge, trees or shrubs are not permitted where a fence is needed. Other materials compatible with the house may be acceptable. Stone walls should be as low as possible. Where they are used for retaining earth, provision should be made for drainage and weeping. Unless the volume of earth retained is great, dry wall construction is more likely to be satisfactory than stone set in mortar. Railroad ties may also



be acceptable for retaining walls, to mark paths and for planting beds. Building walls and earthen retaining walls should be designed safely in accordance with professionally acceptable engineering and architectural practices.

6. **Decks** - When decks, gazebos, screen jalousie porches and balconies are submitted as part of a house plan, they will be reviewed as part of the total plan. The ECC reviews deck plans for their architectural integrity; ECC approval of a deck design is not a judgment of its strength or safety. The Frederick County Code has extensive provisions regarding decks and balconies, etc. Deck and gazebo plans submitted as alterations must be compatible with the house. Consideration should also be given to the effect of the deck on shadows and on vegetation beneath. Large decks or gazebos may affect the view of adjoining houses and privacy. Ground level decks, gazebos or patio plans should indicate provision for drainage and run off. Construction of a large deck or gazebo may also require changes in location of doors and windows which also require approval.
7. **Service Yards and Storage Sheds** - Storage sheds separate from the house are not desirable. However, they may often be incorporated in a fence, trellis, under a deck or attached to a car port. When attached to a house, a firewall must be constructed between the storage shed and the house. The covenants require that each house have a service yard screened from view. A yard of approximately 96 square feet is considered minimum. The purpose of the service yard is to minimize the impact of maintenance activity and storage on neighbors. The service yard requirement can be met by a garage or walkout basement; however, boats, bicycles, toys, garbage, utility equipment, clotheslines and similar objects shall not be stored in view just because they do not fit in such an alternative service yard. See Covenants Article VII, Sections 11 and 12.
8. **Recreation and Play Equipment** - Metal play equipment should be painted a dark color compatible with the house or trim. Play equipment utilizing natural materials similar to the common lot lots is encouraged. Creatively designed play equipment is preferred to standard commercially available play sets. Village committees may wish to sponsor areas for children and adults. Applications for approval of such plans should provide for management as well as design.
9. **Miscellaneous**
  - a. Heat pumps and air conditioner units must be screened from view; consideration will also be given to noise effect.
  - b. Radio and television antennae will only be approved when there is a compelling reason for their installation. Every effort should be made to screen antennae from view.
  - c. Clotheslines may be erected within the service yard where they are screened from view.

- d. Docks may be erected by waterfront lot owners with approved design. See Covenants Article IX, Section 2.
- e. Dog houses and dog runs must be screened from view and may be denied approval because of lack of adequate screening.
- f. Exterior lighting should be erected so that no direct light shines beyond the property line.
- g. Exterior repainting or restaining in the originally approved colors does not need to be resubmitted. Any change in the colors, however, requires approval.
- h. Flag poles of appropriate size may be approved.
- i. House numbers and names should conform to the standard Lake Langanore design.
- j. Permanent barbecues should be of restrained and unobtrusive design and must be integrated with the landscape plan.
- k. Real Estate signs indicating for sale, for rent or commercial information may not be erected without permission. Standard sign design is available from the ECC. Builders may be permitted to erect temporary signs on the construction site. Such signs may identify the builder, a telephone number and an address but may not contain a sales message.
- l. Trees larger than 6" in diameter measured 1 foot above ground may not be removed without written permission. This includes both living and dead trees. Dead trees which are not a safety hazard should be left standing as part of the natural environment. (This principle does not apply to landscaping trees which should be removed and replaced.)
- m. Trees are particularly desirable in those areas of the community where there are not many of them. Most of the landscaping plan must include hardwood trees and large shrubs. This does not preclude small plantings, flower beds and other landscape work. Vegetable gardens may be approved if located out of view. Vegetable gardens require year-round maintenance.
- n. Equipment requiring masts or other superstructures is not desirable. This principle applies to TV antennas, radio antennas, play equipment, flagpoles, windmills and similar devices. Design of such equipment must be submitted for approval.
- o. Driveways shall not encroach into existing roadways and should not be greater than 20% slope.

### C. Easement

#### 1. Easements required for utility construction

Many lots at Lake Linganore have special requirements for utility service. In some cases, electric, sewer and water connections must be brought some distance to the lot line. Nor is telephone service presently available to all lots.

The lot owner who plans to build must carefully investigate the status of utilities to ascertain whether additional costs are involved in bringing utilities to the lot. The Association staff can answer questions about roads, and assist owners in obtaining information about utility service. However, information on the availability of all utilities must be confirmed in writing from the appropriate companies.

In order to install utility service to a lot or lots, the owner/builder/developer (hereinafter, developer) must obtain an easement from the Association. The easement represents an agreement regarding the developer's use of the Association's common property such as roadbeds and paths. The agreement establishes two easements for the use and maintenance of the property. A Temporary Construction Easement allows the developer's personnel and vehicles to conduct those activities necessary to complete the installation of utilities and to repair the Association's property. The Perpetual Maintenance Easement permits the developer's successors to enter the property to inspect, repair or replace any portion of the utilities installed pursuant to the developer's public works agreement.

In return for the easements, the developer must provide consideration to the Association. The developer must indemnify and hold harmless the Association for any damage sustained by either the Association, the developer or the developer's agents during the course of construction of the improvements. The developer must also provide the Association with an adequate guarantee that repairs to common areas will be completed in a timely fashion to the satisfaction of the Association. Further, the developer must construct the road(s) which directly serve the improved lots. By resolution of the Board of Directors, the improved roads shall comply with the standards established by agreement between the Lake Linganore Association and Frederick County in 1988. Sample easements for the installation of utilities and road standards are available from the Association office.

#### 2. Easement Required for House Construction

Before beginning construction of a house, the builder shall obtain a House Construction Easement from the Association. The House Construction Easement allows the builder to use common property which is owned and maintained by the Association. In return, the builder shall indemnify and hold harm-

less the Association for any loss or damage sustained by the Association, the builder or the builder's agents during the course of construction. The builder's financial agreement shall serve to guarantee that repairs to common areas are completed in a timely fashion to the satisfaction of the Association. The Association reserves the right to charge owners/builders a reasonable fee prior to granting an easement for house construction. Please refer to the Fee Schedule to determine the costs payable to the Association for house construction within the Development. Enclosed in the Builders Packet is a sample of the House Construction Easement.

#### **D. Road Standards**

##### **1. Road Classes**

The maintenance and construction of roads within the PUD remain primary concerns for the Association members, builders and developers. The five classes of roads which exist within the PUD are as follows:

- a. **County Standard:** Within the Summerfield, Aspen, Audubon, North Shore, Westwinds and portions of the Pinehurst Villages, developers have constructed roads which, when completed, will comply with standards established for roads to be incorporated into the Frederick County road system.
- b. **Modified Linganore Standard:** Throughout portions of such villages as Coldstream, Meadows, Balmoral and Pinehurst Villages, certain roads constructed prior to 1988 are paved to standards which preclude their incorporation in the Frederick County road system. Such paved roads must be improved to standards agreed to in 1988 by the Lake Linganore Association and Frederick County. Any paved roads constructed after 1988 shall be constructed to 1988 County Standards.
- c. **Gravel:** roads which have an eight inch gravel base and adequate drainage;
- d. **Dirt:** roads which serve platted and recorded lots and have been cut but not improved;
- e. **Planned:** platted and recorded roads which have not been cut.

**2. Construction Requirements**

For the builder working on lots which are served by Class a or b and by utilities, the builder must repair the road to a condition equal to or better than the condition prior to construction. For the builder working on Class c roads that are served by utilities, the builder must maintain an adequately graveled surface throughout construction. Prior to the release of the financial agreement, the builder must repair any damage to existing drainage facilities as well as road damage. Any builder/developer planning to build on roads that are not served by utilities must obtain a Temporary Construction Easement from the Association prior to construction as discussed in Section IV (C.) of these Guidelines.

**V. THE APPLICATION FOR HOUSE CONSTRUCTION**

Each application for approval of plans to construct a building should include the following:

1. Two copies of floor plans at 1/4" = 1' - 0"
2. Two copies of elevation plans executed at 1/4" = 1' - 0" showing all sides of building on the site and floor levels and grade lines.
3. Two copies of a site plan of the building lot and adjacent roadways (1" = 10') showing contours before and after construction, road elevation, spot elevations of driveways and parking areas, provision for grading to existing swales, fences and walls, landscaping plan (trees and shrubs), a tree survey, plant list showing variety and sizes, exterior lighting and North and View arrows.
4. Two lists of all exterior materials, methods and colors, including manufacturer's codes or samples.
5. Two copies of a landscaping plan which shows the number, type, location and cost of all proposed plant material.
6. A completed and signed Construction Authorization Contract.
7. Two copies of an easement for house construction and an easement for utility construction if required.
8. A check payable to the Lake Linganore Association, Inc. in the amount of the review fee noted in the Fee Schedule for the costs of the Committee review and site inspections to insure compliance with the approved plans (This fee is required for each design or each lot site. Covenants Article VI, Section 1.)
9. A letter of credit or financial agreement in the amount noted in the Fee Schedule.

Prefab home builders do not generally perform excavation, foundations, grading or landscaping and are not responsible for others' work on site. If the builder is not the responsible general contractor, then the responsible general contractor must sign the agreement.

**VI. PENALTIES**

Failure to comply with the ECC Guidelines, Construction Authorization Contract and/or Covenants which deal with improving lots are subject to penalties. The following list establishes a fine schedule. The schedule is neither complete nor all inclusive. Unless otherwise noted, penalties are based on a per occurrence basis. Unless otherwise noted, the penalties represent minimum fines which may be increased based on factors such as habitual non-compliance.

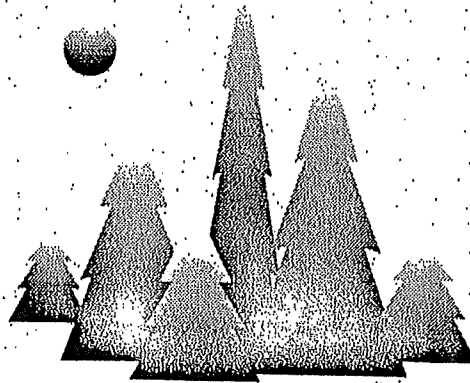
Making improvements without approvals .....	Not to exceed \$ 500.00
Failure to schedule footer inspection .....	100.00
Failure to install adequate sediment controls .....	100.00
Failure to install a stoned construction entrance .....	100.00
Failure to install culvert pipe .....	100.00
Failure to install pull-off area .....	100.00
Dropping trees without approval —	
Fines assessed per tree .....	Not to exceed 500.00
Violating construction hours .....	100.00
Failure to provide toilet .....	100.00
Failure to provide trash receptacle .....	100.00
Damage to common property —	
Cost of repairs and fine .....	Not to exceed 500.00
Cleaning out cement trucks anywhere other than on lot .....	300.00
Storing materials anywhere other than on lot .....	300.00
Variations from approved plans .....	Not to exceed 500.00
Multiple Final Inspections .....	100.00



### VII. APPEALS PROCESS

Any owner/builder whose plans for exterior alteration, or for home construction are approved with conditions or rejected by the ECC may appeal to the Appeals Board. The Appeals Board consists of three members of the Board of Directors. A written appeal which states the reasons for the appeal must be filed with the administrator of the ECC within ten days from notification of the ECC's decision. The Appeals Board may uphold the decision of the ECC, may reverse the decision of the ECC or may suggest an alternative decision. The ECC administrator shall notify the owner/builder in writing at least ten days prior to the date of an appeal hearing. Following the hearing and decision of the Appeals Board, the ECC administrator shall notify the owner/builder of the decision.

If the owner/builder wishes to appeal the decision of the Appeals Board, he/she may appeal to the Board of Directors. A written appeal which states the reasons for appeal must be filed with the administrator of the ECC within thirty days from notification that the plans have been either approved with conditions or rejected by the Appeals Board. The administrator shall notify the owner/builder in writing at least ten days prior to the date of the hearing. Following a decision by the Board of Directors, the ECC administrator shall notify the owner/builder in writing of the Board's decision.



### VIII. DURING CONSTRUCTION

Maintenance during construction consists of controlling trash and signs (Covenant Article VII, Sections 5 and 25). We encourage builders to erect a sign to identify themselves during construction and to promote neatness at the building sites. A standard design for such signs has been approved.

Control of erosion is mandatory and essential. Sediment control is also subject to enforcement by State and County. Written permission must be obtained from the Association to store excavated material or top soil on common property.

Throughout construction, the builder shall maintain a clean site. To facilitate compliance with the Guidelines and the Construction Authorization Contract, the builder shall contact the ECC staff to schedule a preliminary inspection before pouring the footers. Further, the builder shall provide the following:

- silt fence along the downhill perimeter of the lot,
- a parking area for the workers' vehicles,
- portable toilet facilities,
- a dumpster of adequate size to accommodate construction debris; burning debris is prohibited, and
- if necessary, a culvert pipe under the driveway.

The hours of construction within the Lake Linganore PUD are as follows: Monday through Saturday from 7:00am until 7:00pm; Sundays and Holidays from 9:00am until 5:00pm. No materials shall be stored or discarded on adjacent lots, the street or on common property. Burning landscaping debris, trash and construction debris within the PUD is strictly prohibited. Failure to comply with the Covenants, the ECC Guidelines or the Construction Authorization Contract may result in a fine not to exceed \$500.00 per violation.



#### IX. FINAL INSPECTION

Upon completion of the structure, the builder shall contact the ECC staff to schedule a final inspection. During the final inspection, the staff will examine the completed structure in light of the proposed plans to insure compliance. The staff will insure that the structure complies with the Covenants and the Guidelines. Special attention will be paid to the completion of the service yard, post lamp, street address, grading to existing swales, culvert pipes and other requirements included in the Covenants, the Guidelines and the Construction Authorization Contract.

#### X. MAINTENANCE

Property ownership includes responsibility for maintenance of all structures and grounds which are a part of the property. This includes the periods before and during construction as well as after the home is occupied.

Maintenance before construction is intended to control insect, weed and fire hazards (Covenants Article VII, Section 4). Following a notice in the Newsletter and after June 1 of any year, the Association may maintain any lots which have not been maintained by the owner. Billing for any maintenance expenses incurred by the Association shall conform to the procedures enacted in Article VII, Section 30 of the Covenants.

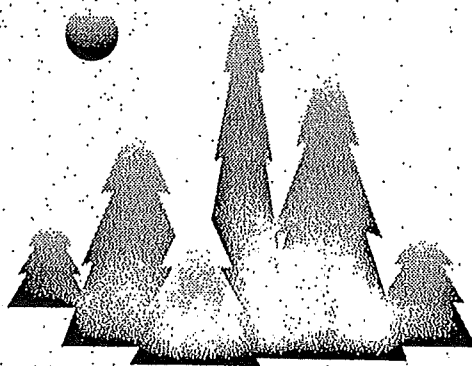
After a home is built, maintenance is primarily a "good neighbor" matter. The covenants deal with many matters that guide the resident member. The general rule is that any behavior which unnecessarily intrudes on another owner's enjoyment is probably incorrect. Examples in the covenants are unkept buildings and grounds, thoughtless parking, junk autos, untended pets and "unresidential" behavior.

**PREFACE**

**RESOLUTION OF THE BOARD OF DIRECTORS**

WHEREAS, let it be known that the following listed documents of the Lake Linganore Property Owners Association will be known and referred to hereafter as the "Governing Documents";

- a) Articles of Incorporation of Lake Linganore Association, Inc. as recorded February 13, 1969 Liber 20, Page 323; and,
- b) Declaration of Conditions, Covenants, Restrictions, Easements, and Charges Affecting the Real Property Known as Lake Linganore at Eaglehead as recorded December 9, 1974 Liber 952, Folio 530; and enforcements procedures dated December 18, 1991.
- c) Restated Bylaws of the Lake Linganore Association, Inc. as dated October 1989.
- d) Rules and Regulations of the Lake Linganore Association, Inc. as incorporated herewith and Adopted by Resolution of the Board of Directors as Recorded in the Minutes of the Association.
- e) Environmental Control Guidelines, as amended.
- f) The laws of the State of Maryland and the Laws, Codes and Regulations of Frederick County, Maryland as well as applicable Federal laws.



BYLAWS  
of  
LAKE LINGANORE ASSOCIATION, INC.

ARTICLE I

MEMBERS

**Section 1. Location of Members Meetings**

All meetings of members shall be held at the principal office of the Association in the State of Maryland or as may otherwise be designated by the Board of Directors provided notice of the location is duly set forth in the notice of such members meetings.

**Section 2. Annual Meeting of Members**

The annual meeting of the members for the purpose of election of directors and for the transaction of such other business as may be brought before the meeting shall be held during the month of November or at such other date as may be adopted by the Board of Directors. Any business of the Association may be transacted at an annual meeting without being specially designated in the notice, except such business as is specifically required by statute or by the charter to be stated in the notice. Failure to hold an annual meeting at the designated time shall not, however, invalidate the corporate existence or affect otherwise valid corporate laws.

**Section 3. Special Meeting**

Special meetings of the members may be called by the president, or by a majority of the Board of Directors.

**Section 4. Notice of Meetings**

It shall be the duty of the Secretary at least ten days prior to the date of every members meeting to give each member entitled to vote at such meeting written or printed notice stating the time and place of the meeting and, in the case of a special meeting, the purposes or purpose for which the meeting is called, either by mail or by presenting it to him in person or by leaving it at his residence or usual place of business. If mailed, such notice shall be deemed to be given when deposited in the United States Mail addressed to the member at his post office address as it appears on the records of the Association, with postage thereon prepaid.

**Section 5. Quorum**

Article I, Section 5; (Adopted 10/18/78), first sentence to read: At any meeting of members for which a quorum is not specified by the Declaration of Covenants or the Articles of Incorporation the presence in person or by proxy of members entitled to cast twenty percent (20%) of the votes thereat shall constitute a quorum.

**QUORUM (Adopted 11/14/92)** - In establishing a quorum for the holding of the meeting, if the number of members present is insufficient, another meeting may be called as authorized by the Annotated Code of Maryland, Corporate and Association Article, Section 5-206. By a majority vote, the members present, either in person or by proxy, may call for an additional meeting by giving fifteen (15) days notice of the time, place and purpose of the additional meeting. That notice will be published in a newspaper that will be distributed in Frederick County. At the additional meeting, the members present, either in person or by proxy shall constitute a quorum and may approve or authorize the proposed action or any other action which could have been taken at the original meeting, if a sufficient number of members had been present.

**Section 6. Chairman**

The President of the Association or, in his/her absence, the Vice-President, shall call meetings of the members to order and shall act as chairman of such meeting. In the absence of both the President and Vice-President, a chairman shall be chosen by the members present.

**Section 7. Secretary**

The Secretary of the Association shall act as secretary of all meetings of the members, but in the absence of the secretary from the meeting of the members, the presiding officer may appoint any person to act as secretary of the meeting.

**Section 8. Voting**

Members as defined in the Articles of Incorporation shall be entitled to one vote for each lot in which they hold the interest required for membership. A member may appoint any other member or a designated proxy holder as his/her proxy. An official proxy issued by the Lake Linganore Association, Inc. Board of Directors must be in writing and filed before the appointed time of each designated meeting with the Secretary of the Association. Unless limited by its terms, each proxy shall continue until revoked by written notice of revocation filed with the Secretary or by the death of the member; provided, however, that no proxy shall be effective for a period in excess of ninety (90) days. (Adopted 10/5/94.) In the case of a corporate member, the vote may be cast by the President or a Vice-President of the corporation or such other officers as may be designated in writing by the President or a Vice-President of the corporation.

**Section 9. Informal Action by Members**

Any action required or permitted to be taken at any meeting of members may be taken without a meeting, if a consent in writing, setting forth such action, is signed by all the members entitled to vote on the subject matter thereof and any other members entitled to notice of a meeting of members (but not to vote thereat) have waived in writing any right which they may have to dissent from such action, and such consent and waiver are filed with the records of the Association.

**Section 10. Members in Good Standing**

Article I, Section 10, (Adopted 10/18/78) to add paragraph: A member in good standing shall be defined as a member who has paid the principal assessment on each lot owned by the member and delinquency charges do not exceed more than \$10.00 on each lot.

Article I, Section 10, (Adopted 10/18/78), members not in good standing shall not be entitled to vote.

**ARTICLE II**

**BOARD OF DIRECTORS**

**Section 1. Management**

The business, property and affairs of the Association shall be managed and controlled by the Board of Directors, who shall at reasonable times, have access to the books of the Association.

**Section 2. Number of Directors**

The number of directors shall be seven (7) (amended 10/16/85); but the number of directors from time to time may be increased to a number not to exceed nine or decreased to a number not less than three by a vote of a majority of the entire board, and the Board of Directors may fill the vacancies created by any such increase.

**Section 3. Election of Directors and Terms of Office (Adopted 6/23/90)**

At the first annual meeting of members and at each annual meeting thereafter, the members shall elect Directors. At the first election, the four directors receiving the highest number of votes shall be elected for two years and the remaining three shall be elected for one year. Thereafter, all Directors shall serve for terms of two years, except that terms of office shall be established to provide that half the Board of Directors shall be elected each year and the other half the succeeding year. A director may resign at any time.

Candidates to run for election to the Board of Directors must submit the following: name, address, lot number(s) owned, occupation, occupational history and a brief statement of why the candidate is interested in running for the Board of Directors. Candidates may also be asked to answer additional specific questions concerning issues which the Association is or may be facing. These questions will be approved by the current Board of Directors and published at least 90 days before the date of the annual meeting. To qualify to run for election to the Board of Directors, a candidate must be a member in good standing with the Association. For this purpose, a member in good standing is

one who is current in all assessments, fees, fines, and all other monetary obligations to the Association. In addition a member in good standing may not have any outstanding covenant violations on any property owned by the member which has not been resolved. Nominations to run for election to the Board of Directors will not be accepted later than 60 days prior to the date of the annual meeting. Directors may only serve two consecutive elected terms.

Any member of the Board who fails to maintain the status of a member in good standing, as defined in the preceding paragraph, will be suspended from participation on the Board until the Board member returns to the status of a member in good standing.

#### **Section 4. Removal**

At any meeting of members, duly called and at which a quorum is present, the members may, by the affirmative vote of the holders of a majority of the votes entitled to be cast thereon, remove any director or directors from office and may elect a successor or successors to fill any resulting vacancy for the unexpired terms of removed directors.

#### **Section 5. Vacancies (Adopted 6/23/90)**

In the case of any vacancy in the Directors through death, resignation, disqualification or any cause, the remaining directors will promptly notify the membership of the vacancy. Members wishing to be considered for appointment to fill the vacancy will be given 30 days from the date of the notice to submit their qualifications as outlined in Article II, Section 3. Appointments to fill vacancies on the Board of Directors will be by affirmative vote of the majority of the remaining directors from the applications received. Appointments may not be for a period of more than 12 months. If a vacancy occurs in a director's first year, the second year of that vacated term will be subject to election at the next annual meeting. At the annual meeting the candidate receiving the highest number of votes, after the full two year terms to be elected at the meeting are filled, will be elected to the vacated one year term.

No appointments will be made by the Board of Directors to fill vacancies within 60 days of an annual meeting. Directors whose place shall be vacant will remain vacant until a successor shall be appointed or elected in accordance with the provisions of this section.

#### **Section 6. Place of Meeting**

The directors may hold their meetings and may have one or more offices in such place or places in the State of Maryland or outside of the State of Maryland as the board from time to time may determine.

#### **Section 7. Regular Meeting**

After each meeting of members at which a Board of Directors shall have been elected, the Board of Directors so elected shall meet as soon as practicable for the purpose of organization and the transaction of other business, at such time as may be

designated by the members at such meeting; and in the event that no other time is designated by the members, the Board of Directors shall meet the hour following the close of such members meeting on the day of such meeting, such meeting shall be held at such place within or without the State of Maryland as may be designated by the members, or in default of such designation, at such place within or without the State of Maryland as may be designated by the Board of Directors. No notice shall be required for any such meeting of the board other than as hereinabove provided. Other regular meetings of the Board of Directors shall be held on such dates and at such places within or without the State of Maryland as may be designated from time to time by the Board of Directors.

#### **Section 8. Special Meetings**

Special meetings of the Board of Directors shall be held whenever called by directors or the president or at the request of any two directors for the time being in office.

#### **Section 9. Notices**

The Secretary shall give notice of each special meeting of the Board of Directors by mailing the same at least three days before the meeting or by telegraphing the same at least one day before the meeting, to each director. Unless otherwise indicated in the notice thereof, any and all business may be transacted at a special meeting. At any meeting at which every director shall be present, even though without any notice, any business may be transacted.

#### **Section 10. Quorum**

A majority of the directors shall constitute a quorum for the transaction of business but if at any meeting of the board there be less than a quorum present, a majority of those present may adjourn the meeting from time to time.

#### **Section 11. Order of Business**

At any meeting of the Board of Directors, business shall be transacted in such order as the Board of Directors may from time to time determine.

#### **Section 12. Election of Officers**

At the first meeting of the Board of Directors (at which a quorum shall be present) in each year held next after the annual meeting of the stockholders the Board of Directors shall proceed to the election of a president, vice-president, secretary and treasurer.

#### **Section 13. Directors Holding Over**

In case of failure to hold an election of directors at the designated time, the authority of the directors holding over to manage the business and affairs of the Association shall continue until their successors are duly chosen and qualify.

**Section 14. Informal Action by Directors**

Any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if a written consent to such action is signed by all members of the board or of such committee, as the case may be, and such written consent is filed with the minutes or proceedings of the board or committee.

**Section 15. Business Conducted**

The business of the Association shall be conducted by the Board of Directors; provided, however, that the President of the Association may appoint committees to assist the Board of Directors.

**Section 16. Complaints**

The Board of Directors shall direct the management to handle all complaints and assist in the settlement of complaints; provided, however, that no complaint shall be valid or acted upon unless in writing and signed by the complainant.

**ARTICLE III**

**OFFICERS.**

**Section 1. Executive Officers**

The executive officers of the corporation shall be a president, vice-presidents, secretary and a treasurer, all of whom shall be elected by the Board of Directors and shall serve for one year and until their successors are elected and qualify. Officers need not be members of the Association.

**Section 2. Other Officers**

The Board of Directors may elect or appoint such other officers as they may deem necessary, who shall have such authority and shall perform such duties as from time to time may be prescribed by the Board of Directors.

**Section 3. Number of Offices Held by One Person**

Any two or more offices, except those of president and vice-president, may be held by the same person but no person shall execute, acknowledge or verify any instrument in more than one capacity if such instrument is required by law, the Articles of Incorporation or by these Bylaws to be executed, acknowledged or verified by two or more officers.

**Section 4. Vacancies**

The Board of Directors may fill a vacancy occurring in any office.



**Section 5. Removal of Officers**

Any officer or agent may be removed by the Board of Directors whenever, in its judgment the best interests of the Association will be served thereby, but such removal shall be without prejudice to the contractual rights, if any, of the person removed.

**Section 6. Powers and Duties of the President**

The President shall preside at all meetings of the members and of the Board of Directors. He/she shall be the chief executive officer of the Association and shall have the general direction of the affairs of the Association and of the other officers thereof and shall do and perform such other duties as from time to time may be assigned to him/her by the Board of Directors.

**Section 7. Powers and Duties of the Vice President**

The Vice-President shall have the powers and duties of the President in the absence of the President, and in addition shall have such powers and perform such duties as may be assigned to him by the President or by the Board of Directors. Other vice-presidents, if any, shall have such powers and perform such duties as may be assigned to them by the President or by the Board of Directors.

**Section 8. Powers and Duties of the Secretary**

The Secretary shall keep the minutes of all meetings of the Board of Directors in books provided for that purpose. He/she shall attend to the giving and serving of all notices of the Association, he/she shall have charge of the minutes books and such other books and papers as the Board of Directors may direct, and shall execute such documents as may require his/her signature.

**Section 9. Powers and Duties of the Treasurer**

The Treasurer shall have custody of all funds and securities of the Association; when necessary or proper, he/she shall endorse on behalf of the Association for collection, checks, notes, and other obligations, and shall deposit the same to the credit of the Association, in such bank or banks of depository as the Board of Directors may designate; and he/she shall perform all acts incident to the position of treasurer, including the general supervision and control of the accounts of the Association.

**Section 10. Bonding of the Treasurer**

The Treasurer shall be bonded and shall provide a financial report at each regular meeting of the Board of Directors and of the membership (at least annually).

**Section 11. Duties and Powers of the Board of Directors**

Without prejudice to the general powers of the Board of Directors set forth in Article X of the Declaration of Conditions, Covenants, Restrictions, Easements, and Charges Affecting the Real Property Known as Lake Linganore at Eaglehead, the Directors shall have the power:

- a) To exercise all powers vested in the Board under the Declaration named above, the By-Laws and various Rules and Regulations, which include the rules of any committee of the Association as adopted by the Board of Directors (collectively known as the Governing Documents) and the laws of the State of Maryland, and those of Frederick County, Maryland.
- b) To appoint and remove all officers of the Association, the Development Manager of the Association, if any; and other Association employees; prescribe any powers and duties for such persons that are consistent with law, the Covenants and these By-Laws; and to establish their compensation.
- e) To appoint such agents and employ such other employees, including attorneys, property management personnel and accountants, as it sees fit to assist in the operation of the Association; and to fix their duties and to establish their compensation.
- d) Subject to the provisions of the Declaration and of the By-Laws, to adopt and establish rules and regulations (the "Association Rules and Regulations" governing the use of the common areas, the common facilities, the amenities and the roads within the properties and the general conduct of the members and their guests thereon, and to take such steps as it deems necessary for the enforcement of such rules and regulations, including the imposition of monetary penalties or fines and/or the suspension of voting rights in accordance with the Declaration Article IV, paragraph 3. (a) and the right to use the common areas, the common facilities, and the amenities; provided notice and a hearing are provided as more particularly set forth in the Procedures for Enforcing the Declaration, the Rules and Regulations and the By-Laws. Rules and regulations adopted by the Board may contain reasonable variations and distinctions as between Owners and Tenants.
- e) To enforce all applicable provisions of the Declaration, the By-Laws and the Rules and Regulations relating to the control, management and use of the lots within the properties and the common areas, common facilities, the amenities and the roads within the properties.
- f) To contract for and pay premiums for fire, casualty, liability and other insurance and bonds (including indemnity bonds) which may be required from time to time by the Association.
- g) To contract for and pay for management fees, maintenance, landscaping, utilities, materials, supplies, equipment and amenity repairs, for labor and service that may be required from time to time in relation to and in support of the Association properties.
- h) To pay all taxes, special assessments and other assessments and charges which are or would become a lien on any portion of the common areas within the properties.

- i) To contract for and pay for construction or reconstruction of any portion or portions of the properties which have been damaged or destroyed and which the Association is responsible for rebuilding.
- j) If and when the Board deems it appropriate, to delegate its duties and power hereunder to the officers of the Association or to committees established by the Board except the Board cannot subrogate its responsibilities as otherwise expressed herein.
- k) To establish assessments on the members of the Association and to collect the same, in accordance with the Declaration, to collect dues, and to establish and collect reasonable use charges for any or all of the common facilities of amenities as the Board may deem necessary or desirable from time to time for the purpose of equitable allocating among the users the cost of maintenance and operation thereof.
- l) To perform all acts required of the Board under the heretofore named and listed Governing Documents.
- m) To prepare budgets and maintain a full set of accounting books and records showing the financial condition of the affairs of the Association in a manner consistent with generally accepted accounting principles, and at no greater than annual intervals prepare an annual financial report, a copy of which shall be available to each member of the Association.
- n) To appoint such other committees as it deems necessary from time to time in connection with the affairs of the Association.
- o) To fill vacancies on the Board of Directors or in any committee except for a vacancy created by the removal of a board member.
- p) To open bank accounts and borrow money on behalf of the Association and to designate the signatories to such bank accounts.
- q) To bring and defend actions on behalf of more than one member or the Association to protect the interests of the Members or the Association, so long as the action is pertinent to the operation of the Association, and to assess the members for the cost of such litigation. Any disciplinary action against a member shall be subject to the hearing and due process requirements set forth in the Procedures for Enforcing Conditions, Covenants, Restrictions, Easements and Charges Affecting the Real Property, the Environmental Control Committee, Covenants Compliance Committee, Rules and Regulations and By-Laws.
- r) Subject to and in accordance with the Declaration, to enter into as necessary in connection with maintenance or emergency repairs for the benefit of the common areas, common facilities or the Owners in common, in addition to those rights of entry expressed Article VII, paragraph 30 of Declaration.

**Section 12, Limitations of Powers of the Board of Directors**

Without the vote or written assent of a majority of the voting power of the members in a properly called meeting, the Board of Directors shall not take any of the following actions:

- a) Enter into a contract with a third party for the furnishing of goods or services to the common areas of the Association for a term longer than two (2) years. This restriction shall not apply to FHA or VA approved management contracts, public utility contracts where the rates charged for materials or services are regulated by the Public Utilities Commission or cable television system companies; provided, however, that the terms of the contract shall not exceed the shortest term for which the supplier will contract at the regulated or best rate, or prepaid casualty or liability insurance policies not to exceed three (3) years, provided the policies provide for short rate cancellation by the insured.
- b) Incur aggregate expenditures for capital improvements to the common areas in any fiscal year in excess of a first estimated 5% of the budgeted gross expenses of the Association for that year.
- c) Sell during any fiscal year property (other than real property) of the Association having aggregate fair market value greater than 5% of the budgeted gross expenses of the Association for that year. Real property will only be sold by the general consensus of the majority of the members of the Association.
- d) Pay compensation to members of the Board of Directors; provided; however, that the Board may cause a Board member, a member or officer to be reimbursed for expenses incurred in carrying on the business of the corporation, as by the authority of the Board.
- e) Fill any vacancy on the Board of Directors created by the removal of a Board member.
- f) Enter into a lot for a non-emergency situation unless the owner is furnished with at least 24 hours notice, except in the case of an emergency which clearly affects the safety and/or health of a member or person, or which may affect the property of a member or person or property of the Association.

**ARTICLE IV  
COMMITTEES**

**Section 1. Committees**

The Board of Directors may appoint from among its own members such committees as the board may determine, which shall in each case consist of not less than two directors, and which shall have such powers and duties as shall from time to time be prescribed by the Board. The President shall be a member ex officio of each committee appointed by the Board of Directors.

**Section 2. Procedure and Review**

A majority of the members of any committee may fix its rules of procedure. All actions by any committee shall be reported to the Board of Directors at a meeting succeeding such action and shall be subject to revisions, alteration, and approval by the Board of Directors provided that no rights or acts of third parties shall be affected by any such revisions or alterations.

**Section 3.**

A Finance Committee composed of the Treasurer and at least two (2) other members in good standing shall be appointed by the Board of Directors to prepare a proposed annual budget and membership assessment, which shall be presented for approval to the Board of Directors.

**Section 4.**

An Auditing Committee of two (2) members in good standing shall be appointed by the Board of Directors and shall audit the Treasurer's records at the close of the fiscal year, and shall act as a liaison with an approved outside agency, or at any other time deemed by the Board of Directors as being appropriate. The committee shall present a report of the audit results at the date established by the Board of Directors.

**Section 5.**

A complete auditing of all financial records of the Association shall be made by a licensed/bonded outside agency at least every fifth year. The agency shall be appointed by the Board of Directors and shall be required to report the complete accounting review/audit within 60 days of appointment.

**ARTICLE V**

**BOOKS, RECORDS AND STOCK LEDGER**

**Section 1. Books and Records**

The Association shall keep correct and complete books and records of accounts and of its transactions and minutes of the proceedings of its members and Board of Directors and of any committee.

**Section 2. Annual Report**

The President or the Vice-President of the Association shall prepare or cause to be prepared annually a full and correct statement of the affairs of the Association, including a balance sheet and a financial statement of operations for the preceding fiscal year, which shall be submitted at the annual meeting of the members and filed within twenty days thereafter at the principal office of the Association in Maryland.

**Section 3. Certificates of Membership**

The Board of Directors may provide for issuance of certificates evidencing membership in the Association which shall be in such form as may be determined by the Board of Directors. The name and address of each member and the date of issuance of the certificate shall be entered on the records of the Association. If any certificate becomes lost, mutilated or destroyed, a new certificate may be issued therefore upon such terms and conditions as the Board of Directors may prescribe.

**ARTICLE VI**

**MISCELLANEOUS**

**Section 1. Corporate Seal**

The Board of Directors shall provide a suitable seal, containing the name of the Association, which seal shall be in the charge of the Secretary.

**Section 2. Signature to Commercial Papers**

All checks, drafts, bills of exchange and promissory notes shall be made, drawn and endorsed in the name of the Association in such a manner as the Board of Directors may, from time to time, authorize.

**Section 3. Fiscal Year**

The fiscal year of the Association shall be determined by the Board of Directors and evidenced by resolution filed with the corporate records.

**Section 4. Waiver of Notice**

Whenever any notice of the time, place or purpose of any meeting of members, directors or committees is required to be given under the provisions of the laws of Maryland or under the provisions of the Articles of Incorporation or by these Bylaws, a waiver thereof in writing, signed by the person or persons entitled to such notice and filed with the records of the meeting, whether before or after the holding thereof, or actual attendance at the meeting in person or by proxy, shall be deemed equivalent to the giving of such notice to such person.

**Section 5. Rules of Order**

The rules contained in the latest edition of Robert's Rules of Order Newly Revised shall govern the Association in all cases to which they are applicable and in which they are not inconsistent with these Bylaws, and special rules of order the Association may adopt, and any Federal, State or County Laws.

**Section 6. News Publication.**

- a) A newsletter will be published periodically, not less than four per year, and mailed to all members. This publication will announce the nominations and election of Lake Linganore Association Board of Directors and Committees, membership meetings, special programs and events, information pertaining to the use of all facilities and properties, and general information approved by the Board of Directors.
- b) Each newsletter will be consecutively identified by volume and issue number.
- c) All record items of publication will be maintained in the LLA office.
- d) The Board of Directors will approve the appointment of an editor for the newsletter, establish the dates of publication and approve its format, printing and mailing.
- e) Each newsletter shall contain a summary of the latest monthly or annual report of the Association and a notice to members interested in copies of minutes as to how the minutes may be acquired.

**Section 7. Insurance**

- a) The Board of Directors shall maintain at all times adequate fire and extended coverage insurance on all improvements belonging to the Association, and shall have at all times an adequate public liability policy covering all property owned by the Association.
- b) The Board of Directors will provide liability insurance for the Board of Directors and such other employees as designated or may provide reimbursement for said insurance if each is provided by the Board member or employee themselves. Such amount not to exceed \$150.00 per year.

**Section 8. Recording of Board Meeting by Observers**

- a) Recording of Board meetings is permitted as long as it does not interfere with the meeting.
- b) Official minutes of the Board meeting shall be available to interested persons only after final approval by the Board.

**Section 9. Examination of Files**

The Association shall maintain a policy on membership examination of Association files consistent with the Maryland Homeowners Association Act, Senate Bill #96, 11B-111 as enacted.

**POLICY ON MEMBERSHIP EXAMINATION OF FILES**

*(Adopted July 20, 1988)*

Any member IN GOOD STANDING may request to examine a document or file provided that:

- a. The request is in writing to examine a document or file
- b. The member pays 50¢ per page for any copies requested
- c. The member conducts the examination at the association office during regular business hours in the presence of an assigned association employee
- d. The association may impose a reasonable charge for such employee costs incurred in permitting examination of documents or files.

*Reasonable requests will be filled within three working days.*

**ALL PERSONNEL AND LOT FILES ARE PRIVATE FILES  
AND ARE CLOSED TO THE MEMBERSHIP**

and

**ALL DRAFTS AND CORRESPONDENCE RELATED TO ACTIVE  
NEGOTIATIONS ARE CLOSED TO THE MEMBERSHIP.  
ALL TAPES OF ALL ASSOCIATION MEETINGS WILL BE RETAINED  
FOR A PERIOD OF ONE YEAR AND THEN DESTROYED.**



**ARTICLE VIII**

**AMENDMENT OF BYLAWS**

**Section 1. Powers of Directors to Amend**

The Board of Directors shall have power to make, amend and repeal the Bylaws of the Association, by vote of a majority of all the Directors, at any regular or special meeting. (Amended to reinstate original language 10/5/94.)

**Section 2. Power of Members to Amend**

The members from time to time entitled to vote, may make, alter, amend and repeal the Bylaws of the Association, by a vote of a majority of such members of record of the Association, at the annual meeting or at a special meeting called for the purpose, and all Bylaws made by the directors may be altered or repealed by such members.

**ARTICLE IX**

**SPECIAL POLICIES & PROCEDURES**

**Section 1.**

- a) **Motor Boats on Lake Linganore Association Lakes:** Boats equipped with or using internal combustion motor for propulsion shall not be launched on any lake or the Lake Linganore properties; and the operation of any such boat or device on the lakes is prohibited; provided, however, that a boat-propelled by internal combustion motor may be authorized by the Board of Directors by rules or regulation or by the President of the Board when necessary in particular situation for emergency, rescue, law enforcement, fire protection, or work boat purposes, or by the Association for maintenance, security, and compliance purposes. Boats using electric battery motors, and wind and any paddle driven boats may be operated on designated lakes. Lake Linganore is the property of the Association and any person violating this rule will be subject to a monetary fine. No boat shall be launched from the lake dam(s) or from the common property adjacent to the dam(d) except from designated areas.
- b) **Playground and Pool Discipline:** Persons appointed or employed by the Association as lifeguards, guards, playground supervisors or instructors are authorized to enforce the Rules and Regulations established by the Board of Directors for recreation facilities and their use; and such lifeguards, guards, playground supervisors or instructors are authorized to exclude members and other persons from such recreational facilities for the remainder of the same day when such member or other person fails or refuse to comply with such rules or regulations.

- c) **Off-the-Road Vehicles:** No 2, 3, or 4 wheel "off-the-road" vehicles, as not commonly licensed by the State of Maryland, are allowed to be used on any Association property or the property of any member of the Association and, further, that no aircraft used for the conveyance of people be allowed to be used on any Association property or the property of any member, and further; that no snow track vehicles are allowed within the PUD, and further; that two and four-wheel drive trucks and vehicles which are commonly licensed as "RVs" or "MPVs" are restricted to use on the established roads of Lake Linganore. The only exception to these two- and four-wheel drive trucks and vehicles for official off-road use is for official emergency and law enforcement vehicles, Lake Linganore service and security vehicles and local government vehicles. Also excepted are "golf carts" for on-road use only and on specifically designated pathways. All such excepted vehicles shall be operated only by State licensed operators and shall honor all rules and laws as commonly respected by automobiles and other legally licensed vehicles on the

roads of Lake Linganore and so on the public roads of Maryland. These restrictions are established in the interest of safety of residents, for the protection to Association and private property, to provide for the preservation of the values of property and amenities in the said community, and to maintain a community primarily residential in nature. It being further understood that the first violation of any of the above will result in a "TRESPASS" or "IMPROPER VEHICLE USE" notice to the owner and the second violation will result in appropriate further action.

**Section 2. Firearms/Air Rifles/BB Guns/Bow and Arrows**

- a) It shall be unlawful to discharge a rifle, an air rifle, or air or gas gun of any kind, or to discharge with force a pellet of any kind, or to discharge an arrow from a bow (except in designated areas), a sling shot, a shot gun, gun or any fire arm or weapon from which a shot or other object is discharged, within the PUD of Lake Linganore at Eaglehead, whether on private property or on Association property.
- b) It shall be unlawful to carry within the PUD of Lake Linganore at Eaglehead a gun or any of the items described in paragraph a) above, while loaded with shell, cartridge or projectile.
- c) It shall be unlawful to hunt, target, or skeet shoot on the property known as Lake Linganore at Eaglehead at any time.

(The single exception to the carrying of loaded weapons so described or the discharge of such will be those officials of a Sheriff's department, a Maryland or Federal law enforcement officer in the official business of their office.)

**Section 3. Barking Dogs, Fowl and Loose Pets**

- a) Frederick County Code, Chapter 1-5, Articles I & II, are formally adopted as consistent with the Lake Linganore Animal and Fowl regulations and restrictions.
- b) Recognition and observance by Lake Linganore residents and guests of the named Frederick County Code will be the responsibility of the individual member and their guests, and such members may expect a citation of violation by the Association for any such violation, as well as those which may be evidenced from Frederick County.

**Section 4. Trash, Debris, Garbage and Refuse**

- a) In addition to the stipulations of the Covenants under Article VII, paragraph 25, the following conditions will be observed by each property owner or resident:
  - 1. Trash, debris, garbage and refuse of any kind will not be put out for pickup before the evening proceeding the established and regular pickup day for the specific home by the collector. Trash, debris, garbage and refuse will be placed for pickup in covered containers designed specifically for the purpose and will exclude plastic bags, paper or wood boxes and paper bags. No old appliance will be placed for pickup except by special arrangement as to the date of pickup with the collector. Following the scheduled pickup the container will be replaced in the proper area of the residence, out of sight, no later than the evening following the pickup.
  - 2. Trash, debris, garbage and refuse will not be dumped on any area, private or otherwise, of the PUD of Lake Linganore by any resident, developer, builder or any other person. Such dumping will be a violation of the Covenants and will result in a citation and possible fine as well as the clean up cost to the person(s) dumping the material. This is understood to include all types of building material waste as well as household material.

**Section 5. Unlicensed and/or Abandoned Vehicles**

- a) In addition to the stipulations of the Covenants under Article VII, paragraph 22, the following condition will be observed by each property owner or resident:
  - 1. The parking of an unlicensed (currently unregistered in Maryland or any other state for legal road travel on the date of discovery), any junked, partially assembled or disassembled, and/or abandoned vehicles, including cars, trucks, trailers, campers, motorcycles, or any normal-powered or towed vehicle is not permitted within the PUD of Lake Linganore, either on private property or any other property.

**Section 6. Vehicles on Amenity Ground Area**

- a) No vehicles are allowed on the amenity areas, i.e. parks, trails, paths, dams, playing fields, beaches, tennis courts, lakes, etc. with the exception of designated parking areas, and anyone found in violation will be both financially responsible for any damage to the amenity and will also be subject to citation of Trespass by the Association.
- b) Such vehicles include cars, buses, trucks, trailers, recreation type vehicles, motorcycles, mini-bikes, dirt bikes, three wheel vehicles, any ATVs, snowmobiles, tractors, helicopters, gasoline powered boats, and such similar type vehicles, powered or unpowered.
- c) Exceptions to this Section 6 include Association, public service, and/or county or state owned vehicles on official business, or recognized builders or developers in the specific act of providing utilities or services to a lot or to areas being developed at that time under an approved plan.

**Section 7: Application for Exterior Alteration**

A property owner who wants to make an alteration to the exterior of an existing residence or of landscaping (but which alteration does not involve construction requiring a building permit) may submit plans in sketch form. There is a fee of \$20.00 for review of construction plans for alteration. There is no fee for review of alterations not involving construction. Alterations and additions are subject to a review by the ECC Administrator. Any disputes will be reviewed by the ECC for approval.

**Examples of alterations to be submitted for approval:**

- removal of trees over 6" in diameter
- construction of wall or fence
- repainting with new colors
- construction of a deck
- relocation of a driveway
- correction of drainage problems
- installation of a chimney
- addition of exterior lighting
- storm windows, doors
- awnings
- TV, radio antennas or towers
- solar panels on roof or on ground, other energy saving devices
- windmills for electrical power generation
- any other appurtenances that have not been submitted for approval

**ARTICLE X**

**RESPONSIBILITIES AND LIABILITIES**

**Section 1.**

Neither the Association, nor any officer, Director or other authorized person assumes any responsibility or liability for any personal injury or property damage suffered by members, their families, or their guests occurring on Association property.

**Section 2:**

Every Director, officer, employee of the Association and such others as specified in writing from time to time by the Board of Directors shall be indemnified by the Association against all expenses and liabilities including counsel fees, reasonably incurred or imposed upon them in connection with any proceeding to which they may be made a party, or in which they may become involved, by reason of being or having been Director, Officer, or employees of the Association or any settlement thereof whether the person is a Director, Officer, or employee at the time such expenses are incurred, except in such cases wherein the Director, Officer, or employee is adjudged guilty of willful misfeasance in the performance of duties, or engages in malicious actions. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which the indemnified may be entitled.

**RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE LAKE LINGANORE ASSOCIATION, INC.**

**DISSOLUTION OF THE EAGLEHEAD ENVIRONMENTAL TRUST, INC.**

The Board of Directors of the Lake Linganore Association, Inc., a corporation organized in the State of Maryland, on this 19th day of April, 1995, duly approved a resolution as follows:

WHEREAS in 1977 the Association voted to increase the annual assessment fee or dues if the Eaglehead Environmental Trust, Inc. was dissolved on or before December 31, 1977; and

WHEREAS in October 1977, the then-Board of Directors formally dissolved the Trust by transferring the Trust's functions to the Lake Linganore Association, Inc., and setting a special meeting of Trust members on December 28, 1977, to dissolve the Trust; and

WHEREAS, from and after December 28, 1977, the Trust no longer existed or operated, and the Lake Linganore Association, Inc. wound up the affairs of the Trust; and

WHEREAS the Eaglehead Environmental Trust, Inc. has not taken any action since it was dissolved on December 28, 1977; and

WHEREAS the Charter of the Eaglehead Environmental Trust, Inc. with the State Department of Assessment and taxation was not renewed since 1977, and was forfeited on February 8, 1980.

BE IT RESOLVED, that the Board of Directors confirms that the Eaglehead Environmental Trust, Inc. was properly, formally and fully dissolved on or before December 31, 1977.

I, Fred T. Weller, Corporate Secretary, certify under the



# Lake Linganore Association, Inc.

The Lake Linganore Association, Inc. held a referendum vote of the membership to change the Covenants Article V, Section 4, paragraph (a) regarding Vacant Lot Assessments. The membership voted "yes" to amend the vacant lot dues structure and the Covenants of the Association on September 19<sup>th</sup>, 2015.

Certified By:

*[Signature]*  
(Signature)

John Allemang  
Lake Linganore Association Inc.  
President

21 SEP 15  
(Date)

LR - HOA Dep Amendment 25.00  
HOA Name: Lake  
Linganore Association  
Inc  
Reference/Control #:  
=====

Total:	25.00
09/24/2015 09:58	
CC10-KR	
#4896611 CC0601 -	
Frederick	
County/CC06.01.04 -	
Register 04	

State of Maryland, County of Frederick, ss.

On this the 21 day of September, 2015, before me,  
(day) (month) (year)

John Allemang, the above signed officer, personally appeared,  
(LLA officer)

who acknowledged himself to be the President of Lake  
(Officer's Title)

Linganore Association, Inc., a corporation, and that he, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as

John Allemang  
(Officer's Name / Corporation (HOA) Name)

In witness where of I hereunto set my hand and official seal.

Notary Public: *[Signature]*  
(Notary Signature)

GARY L. JENKINS  
NOTARY PUBLIC  
FREDERICK COUNTY  
MARYLAND  
My Commission Expires 01/12/2016



# Lake Linganore Association, Inc.

## COVENANTS

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Lake Linganore Association Inc.

# Covenants

This booklet is a compilation of the recorded Conditions, Covenants, Restrictions, Easements and Charges Affecting the Real Property Known as Eaglehead, as recorded on November 6, 1968 [Book 793, Page 370], June 16, 1971 [Book 850, Page 248], and December 9, 1974 [Book 952, Page 530]. These documents are recorded in the office of the Clerk of the Court, located at the Frederick County Courthouse on West Patrick Street in downtown Frederick, MD.

*Revised September 19<sup>th</sup>, 2015*

## Lake Linganore Association Covenants

- ARTICLE I: Property subject to this declaration, additions thereto
- ARTICLE II: Definitions
- ARTICLE III: Membership and voting rights in the association
- ARTICLE IV: Property rights in the common properties
- ARTICLE V: Covenant for maintenance assessments
- ARTICLE VI: Environmental Control Committee
- ARTICLE VII: General covenants, restrictions and easements applying to all areas of the development
- ARTICLE VIII: Special restrictive covenants applicable to all single family residential lots in this section
- ARTICLE IX: Special restrictive covenants affecting waterfront lots
- ARTICLE X: Enforcement of covenants
- ARTICLE XI: General provisions

DECLARATION  
of  
Conditions, Covenants, Restrictions, Easements and Charges  
Affecting the Real Property Known as

Eaglehead

Which is situated in the County of Frederick, State of Maryland.

THIS DECLARATION made this 9th day of December, 1971 by Linganore Corporation, and Maryland Corporation, hereinafter called the Declarant.

WITNESSETH:

WHEREAS, Declarant is the owner of the real property described in Article I of the Declaration and desires to create thereon a community, primarily residential in nature but with some provision for commercial uses, with a community lake, open spaces, roads, bridle paths and other common facilities for the benefit of the said community; and

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in said community and for the maintenance of said lake, open spaces, streets, paths, bridle trails and other common facilities; and, to this end, desires to subject the real property described in Article I, together with such additions as may hereafter be made thereto to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which are for the benefit of said property and for each owner thereof, and shall inure to the benefit of and pass with said property, and each and every parcel thereof, and shall apply to and bind the successors in interest of any owner thereof; and

WHEREAS, Declarant has deemed it desirable for the efficient preservation of the values and amenities in said community, to create an agency to which should be delegated and assigned the powers of maintaining and administering the community properties and facilities, and administering and enforcing the covenants and restrictions, and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Declarant has incorporated, as a non-profit corporation under the laws of the State of Maryland, LAKE LINGANORE ASSOCIATION, INC. for the purpose of exercising the functions aforesaid.

**ARTICLE I****PROPERTY SUBJECT TO THIS DECLARATION. ADDITIONS THERETO.****1. Development.**

The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in New Market and Mount Pleasant Election Districts, Frederick County, Maryland and is more particularly described as follows

All of that project known as Lake Linganore at Eaglehead (save and excepting herefrom those portions heretofore sold and transferred by deeds of record) as described by metes and bounds following: [refer to the 1973 Master Plan]

All of which property shall hereinafter be referred to as "The existing development."

**2. Additions to Development.**

The Declarant may subject additional lands to this Declaration by recording a supplementary declaration of covenants and restrictions with respect to the additional property which shall extend the scheme of the covenants and restrictions of this Declaration to such property. Such supplementary declaration may contain such additions to and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the scheme of this Declaration. In no event, however, shall such supplementary declaration revoke, modify or add to the covenants established by this Declaration as applicable to the existing development.

**3. Mergers.**

Upon a merger or consolidation of the Association with another association as provided in its Article of Incorporation, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall affect any revocation, change or addition to the covenants established, by this Declaration as applicable to the existing development except as herein provided.

**4. "Reserved" or "Excluded" Parcels.**

Parcels marked "Reserved" or "Excluded" on the Record Plat shall not be subject to the limitations of Article VIII.

**ARTICLE II**  
**DEFINITIONS**

The following words when used in this Declaration or any supplemental declaration (unless the context shall prohibit) shall have the following meanings:

- a. **Association** shall mean and refer to the Lake Linganore Association, Inc.
- b. **Common Properties** shall mean and refer to those areas of land shown on the recorded subdivision plat of the existing development and intended to be devoted to the common use and enjoyment of the owners of existing development.
- c. **Lot** shall mean and refer to any plot of land shown upon any recorded subdivision map of the development with the exception of Common Properties as heretofore defined.
- d. **Living Unit** shall mean and refer to any portion of a building situated in the existing development designed and intended for use and occupancy as a residence by a single family.
- e. **Multifamily Structure** shall mean and refer to any building containing two or more Living Units under one roof except when each Living Unit is situated upon its own individual lot, and shall not include servant's quarters in a residence.
- f. **Owner** shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title, or the leasehold interest under a standard Maryland ground rent or under a Condominium (Horizontal Property Regime), to any Lot or Living Unit situated in the existing development but not withstanding any applicable theory of the mortgage, shall not mean or refer to the mortgage unless and until such mortgage has acquired title pursuant to foreclosure or any proceedings in lieu of foreclosure.
- g. **Member** shall mean and refer to all those Owners who are members of the Association as provided in Article III, Section I, hereof.
- h. **Water Front Lot** shall mean a lot separated from Lake Linganore or any other body of water only by a strip of land owned or to be owned by the Association, with no other privately held land intervening between such lot and the edge of the Lake or body of water.
- i. **Developer** shall mean the person, company or corporation subdividing the land into lots, installing streets and other facilities and selling lots.
- j. **Leasehold** shall mean and refer only to a leasehold subject to a standard Maryland ground rent.

**ARTICLE III****MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION****1. Membership.**

Every person or entity who is a record owner, as defined in Section II, of any Lot or Living Unit, provided that any such person or entity who holds such interest merely as a security for that performance of an obligation shall not be a member.

Use of the facilities is limited to members of the Home Owners Association and their dependents as defined in Section 152 of the Internal Revenue Code of 1954, as amended. Each purchaser of a lot shall be entitled to become a member of the Home Owners Association in accordance with the rules of such Association. However, should a lot be purchased by co-owners (other than by a husband and wife or two persons, one of who is a "dependent" of the other) then such co-owners must determine among themselves which co-owner (and his dependents) shall be entitled to membership privileges, and they shall deliver to the seller a writing signed by the co-owners of the property to the effect that they agree that the person named in such writing (and his dependents) shall solely be entitled to membership. Such an election may be revoked at any time by the execution and delivery of a similar subsequent document naming another co-owner as the party to whom membership privilege is to attach.

*[As revised June 16, 1971, Book 850, Page 249]*

**2. Voting Rights. The Association shall have two classes of voting membership.**

**Class A.** Class A members shall be those owners defined in Section 1 with the exception of the Declarant. Class A members shall be entitled to one vote for each Lot or Living Unit in which they hold the interests required for membership by Section 1. When one or more persons hold such interest or interests in any Lot or Living Unit all such persons shall be members, and the vote for such Lot or Living Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot or Living Unit.

**Class B.** The Class B member shall be the Declarant or its successor or any grantee, to whom the Declarant may convey the Declarant's entire remaining interest in the existing development. The Class B member shall be entitled to five votes for each lot in which it holds the interest required by Section 1 (and for every Living Unit in any multifamily structure owned by it) provided that the Class B membership shall cease and become converted to Class A membership on 1 January, 1979, or earlier upon the written election of the Declarant, or successor or grantee as aforesaid to make such conversion.

For purposes of determining the votes allowed under this Section, when Living Units are counted, the lots upon which Living Units are situated shall not be counted.

**ARTICLE IV****PROPERTY RIGHTS IN THE COMMON PROPERTIES****1. Member's Easements of Enjoyment.**

Subject to the provisions of Section 3, every Member shall have a right and easement of enjoyment in and to the Common Properties (which Common Properties shall be used for the purposes designated in the Record Plat) and such easement shall be appurtenant to and shall pass with the title of every Lot or Living Unit. Legal title to the common Properties specifically including all platted streets and paths, but not limited thereto, is retained by Declarant.

**2. Title to Common Properties.**

The Declarant may retain the legal title to the Common Properties until such time as it has completed improvements thereon and until such time as, in the opinion of the Declarant, the Association is able to maintain the same but, notwithstanding any provision herein, the Declarant hereby covenants, for itself, its heirs and assigns, that it shall convey the Common Properties to the Association not later than 1 January, 1979.

**3. Extent of Member's Easements.**

The rights and easements of enjoyment created hereby shall be subject to the following:

- (a) The right of the Association, as provided in its Articles and By-laws, to suspend the enjoyment rights of any member for any period during which any assessment remains unpaid, and for any period not to exceed ninety (90) days for any infraction of its published rules and regulations; and
- (b) The right of the Association to charge reasonable admission and other fees for the use of Common Properties; and
- (c) The right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members, provided that no such dedication or transfer, determination as to the purposes or as to the conditions thereof, shall be effective unless approved by the vote of two-thirds (2/3) of each class of membership who are voting in person or by proxy at a meeting duly called for this purpose, and unless written notice of the proposed agreement and action thereunder is sent to every member at least ninety (90) days in advance of any action taken, and simultaneously to the County Commissioners and the Planning and Zoning Commission of Frederick County.



**ARTICLE V**  
**COVENANT FOR MAINTENANCE ASSESSMENTS**

**1. Creation of the Lien and Personal Obligation of Assessments.**

Each owner of any Lot or living Unit by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay the Association:

(1) annual assessments or charges; (2) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment together with such interest thereon and costs of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. Declarant shall not be required to pay such assessments or charges for vacant lots nor on dwelling units owned by Declarant as the developer, except and unless Declarant owns dwelling units from which rents are being received by Declarant, in which event Declarant shall pay assessments for each such rented dwelling unit on a basis equal with other lot and dwelling owners

**2. Purpose of Assessments.**

The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, property values and welfare of the residents of the Development in particular for the improvement and maintenance of properties, services, roads and facilities devoted to this purpose and related to the use and enjoyment of Common Properties and of the homes situated in the Development, including but not limited to, the payment of taxes and insurance thereon and repair, replacement, and additions thereto, and for the cost of labor, equipment, materials, management, operational expenses and supervision thereof.

**3. Road Maintenance Fund.**

From the assessment levied and collected by the Association, the Association shall set aside each year an amount equal to one thousand dollars (\$1,000.00) for each mile of completed paved road owned by the Association as of December 31, of the preceding year. The amount so set aside shall be designated the "Road Maintenance Fund" shall be kept segregated from other funds of the Association; and shall be used only for the purpose of maintaining, repairing or replacing the completed paved roads owned by the Association and the improvements incidental thereto, including, but not limited to, bridges, culverts, drains, shoulders, landscaping, seeding and mowing of land adjacent to the paved road and within the road easement area, and snow removal.

If the Association shall convey or dedicate to Frederick County any road or roads owned by the Association, that portion of the Roads Maintenance Fund, which bears the same ratio to the whole fund as the length of the road so conveyed or dedicated bears to the length of completed paved road owned by the Association at the time of such conveyance or dedication, shall be transferred to Frederick County. If Frederick County

shall acquire by condemnation any roads or road owned by the Association, and if such roads are not in a reasonably safe and maintained condition, that portion of the Road Maintenance Fund similarly computed shall revert to the general fund of Frederick County for the purpose of upgrading such portion of the roadway to acceptable condition, but otherwise such funds shall revert without the restriction to the general funds of the Association.

4. Basis of Annual Assessment.

The annual assessment per Lot or Living Unit shall be whichever of the following amounts is appropriate, in addition to, and not in lieu of, real property taxes.

(a) On vacant lots without any buildings, lots will be assessed as follows:

1. Buildable Vacant Lots – Buildable Vacant Lots are defined as platted vacant lots within the PUD having a road and utilities available to the owner of the vacant lot. Buildable Vacant Lots will be assessed at one-half ( $\frac{1}{2}$ ) of the assessed value of single family dwellings of the village in which they are located beginning the fiscal year ending February 28, 2017, and continuing annually thereafter in the same manner. In no case will it be less than a Non-Buildable Lot.
2. Non-Buildable Vacant Lots – Non-Buildable Vacant Lots are defined as platted vacant lots within the PUD having no roads and no utilities available to the owner of the vacant lot. Non-Buildable Vacant Lots will be assessed at \$350 beginning for fiscal year ending February 28, 2017 and will increase/decrease annually by the average overall increase/decrease of assessments in all villages within the PUD.

(b) On a lot on which one or more buildings have been substantially completed (as defined by the County Assessor) the total of:

1. An amount equal to seventy-five cents (\$.75) for each one hundred dollars (\$100) of the then current average assessed valuation of the lot(s) and building(s) in each subdivision of the Association (as defined by the County Assessor's Office) but in no event less than annual assessment for a vacant lot. Assessment on multifamily dwellings (such as townhouses and condominiums) will be calculated individually by subdivision.
2. A proportionate share of residential trash removal costs incurred by the Association. This amount shall be determined by dividing the Association's total cost by the total number of single family homes. Trash fees for multifamily dwellings will not be added to the annual assessment unless they are no longer included as part of the maintenance or management fee.
3. A \$20 fee entitling homeowners to a pool membership. The Board of Directors at its discretion may decrease or increase this amount annually. Any increase may not exceed the greater of 10% or \$5.00.

As used herein, "assessed valuation" shall mean the valuation placed on the Lot or Living Unit, and improvements thereon or therein, for Frederick County or Maryland State real estate purposes; or, if both Frederick County and the State of Maryland shall ever cease to impose real estate taxes, then said term shall mean the last valuation placed on the lot or living unit, and improvements, during the last year when either shall impose real estate taxes, adjusted at the discretion of the Board of Directors thereafter yearly by a percentage up to an amount equal to the change in the Cost Price Index from the preceding year. The annual assessment may be increased by a vote of the members, as hereinafter provided. The Board of Directors of the Association may at any time, fix the annual assessment for any year at a lesser amount than state above if, after consideration of current maintenance costs and future needs of the Association, it deems advisable to do so.

**5. Special Assessments for Capital Improvements.**

In addition to the annual assessments authorized by Section 3 hereof, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds of the votes of each class member who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

**6. Change in Basis of Annual Assessments.**

Subject to limitation of Section 4 hereof, and for the periods therein specified, the Association may change the basis of the assessments fixed in Section 4 hereof prospectively for any such period provided that any such change shall have the assent of two-thirds of the votes of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting, provided further that limitations of Section 4 shall not apply to any change in the basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation and under Article I, Section 3 hereof.

**7. Quorum for any Action Authorized Under Sections 4 and 5.**

The quorum required for any action authorized by Section 4 and 5 hereof shall be as follows:

At a first meeting called, as provided in Sections 4 and 5 hereof, the presence at the meeting of members, or of proxies, entitled to cast sixty (60) percent of all the votes shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Section 4 and 5, and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

**8. Date of Commencement of Annual Assessments: Due Dates.**

The annual assessments provided for herein shall commence on the date (which shall be the first day of a month) fixed by the Board of Directors of the Association to be the date of commencement.

The first annual assessments shall be made for the balance of the calendar year and shall become due and payable on the day fixed for commencement. The assessments for any year, after the first year, shall become due and payable on the first day of March of said year.

The amount of the annual assessment which may be levied for the balance remaining on the first year of assessment shall be an amount which bears the same relationship to the annual assessment provided for in Section 3 hereof as the remaining number of months in that year bear to twelve. The same reduction in the amount of the assessment shall apply to the first assessment levied against any property which is hereafter added to the properties now subject to assessment at the time other than the beginning of any assessment period.

The due date of any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment.

**9. Duties of the Board of Directors.**

The Board of Directors of the Association shall fix the date of the commencement and the amount of the assessment against each Lot or Living Unit for each assessment period of at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any owner.

Written notice of the assessment shall thereupon be sent to every owner subject thereto.

The Association shall upon demand at any time furnish to any owner liable for said assessment a certificate in writing signed by an officer of the Association setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

**10. The Lien of the Assessments; the Personal Obligation of the Owner; Effect of non-Payment of Assessment; Remedies of Association.**

Each annual and special assessment (with penalties and costs of collection as hereinafter provided), both prior to and after the assessment thereof in each year, together with the continuing obligation to pay all annual and special assessments assessed in future years, shall be and remain a first lien upon each lot or living unit (except those exempt under Section 12 hereof, during the period of such exemption), which lien shall be superior to any other charges, liens or encumbrances which may hereafter in any manner arise or be imposed upon such lot or living unit, whether arising from or imposed by judgment or decree or by any agreement, contract, mortgage or other instruments, saving and excepting only such liens for taxes or other public charges as are applicable law made

superior. The personal obligation of the owner of the lot or living unit to pay such assessments, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the delinquency date, the delinquent owner shall pay a penalty from the date of delinquency at a rate of One Percent (1%) per month until the assessment is paid and the Association may bring an action at law against the owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the cost of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include penalties as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action.

**11. Pledge of Revenues.**

In order to secure the repayment of any and all sums borrowed by it from time to time, the Association shall have the right and power to assign and pledge all revenues received, and to be received, by it under any provision of this Declaration, including, but not limited to, the proceeds of the annual assessments payable hereunder. The Association shall have the further power to agree with any lender that the annual assessments shall be levied at a particular rate, or at not less than a particular rate, subject to the limitations of Section 3 of this Article.

**12. Exempt Property.**

The following property subject to this Declaration shall be exempted from the assessments, charge and lien created herein:

- (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use;
- (b) all Common Properties as defined in Article I, Section 1 hereof;
- (c) all properties exempted from taxation by the laws of the State of Maryland, upon the terms and to the extent of such legal exemptions;
- (d) properties owned by the Developer pending sale, or pending renting.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens, provided however, that dwelling units built for sale or rent by Developer shall not be subject to assessments until sold and transferred or until first rented; after which they shall be subject the same as those of any other owner.

**ARTICLE VI**  
**ENVIRONMENTAL CONTROL COMMITTEE**

1. **Review by Committee.**

No grading, excavation, building, fence, wall or other structure or improvement whatsoever shall be commenced erected or maintained in the existing Development, nor shall any exterior addition to or change or alteration therein be made until two copies of plans specifications showing the nature, and, shape, height, color roof, materials and location of the same and the grading and landscaping of the site shall have been submitted to, and approved in writing as to external design, external color, and location in relation to surrounding structures and topography by the Board of Directors of the Association or by an Environmental Control Committee (hereinafter called the Committee) composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within sixty (60) days after said plans and specifications have been submitted to it in writing, this Article will be deemed to have been fully complied with. A reasonable fee\* payable to and determined by the Environmental Control Committee in each case, shall be paid upon each submission and shall be used to defray the costs incurred by the Committee.

*[As revised December 9, 1974- Book 952, Page 542]*

In the event construction is not commenced with two years following approval of plans and specifications as herein provided, such approval shall be void thereafter and a new application to the Committee shall be required for any subsequent constructions. If construction is commenced in accordance with approved plans and specifications within two years following the date of approval, subsequent construction in accordance with approved plans shall be deemed to be in compliance with this time limitation even though it continues more than two years beyond date of approval.

*\*[As of this printing the current fee is \$300, which may be amended by the ECC from time to time.]*

2. **Special review by the Environmental Control Committee applicable to lots 524 through 538 inclusive in Pinehurst V.**

All construction on said lots shall conform to specific guidelines established by the Environmental Control Committee, which guidelines shall be for the purpose of creating a harmonious and unified design relationship among several structures on said lots, as seen from streets or other lots in the vicinity. Said guidelines shall control location of structures on lots, height and location of fences or screen walls, percentage of lot which the structure may cover, roof shapes and materials, color and materials on fences and structures facing streets and adjacent yards, window locations and such other criteria which the Environmental Control Committee decides are necessary to accomplish the stated purposes. At the time of construction of each Living Unit, the lot owner shall build such fences and/or screen walls as the Environmental Control Committee may require.

*[As revised June 16, 1971- Book 850, Page 249]*

**ARTICLE VII****GENERAL COVENANTS, RESTRICTIONS AND EASEMENTS  
APPLYING TO ALL AREAS OF THE DEVELOPMENT****1. Buildings Completed in One Year.**

The exterior of all buildings or other structures must be completed within one (1) year after the construction of the same shall have commenced, except where such completion is impossible or would result in great hardship to the owner or builder due to strikes, fires, national emergency or natural calamities. If not so completed, or if construction shall cease for a period of sixty (60) days without written permission of the Association, the unfinished structure or unfinished portion thereof shall be deemed a nuisance and forthwith removed by the Association at the cost of the owner.

**2. Prevent Unkempt Building and Grounds.**

It shall be the responsibility of each lot owner to prevent the development of any unclean, unsightly or unkempt conditions of buildings or grounds on such lot which shall tend to substantially decrease the beauty of the neighborhood as a whole or in the specific area. No building material shall be stored on any lot, except temporarily during continuous construction of a building, unless enclosed out of view in a service yard or within a building.

**3. Noxious or Offensive Things.**

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. There shall not be maintained any plants or animals, or device or thing of any sort whose normal activity or existence is, in the opinion of the Board of Directors, in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood of the owners thereof.

**4. Insect, Weed and Fire Control: Clean Lots.**

In order to implement effective insect, weed and fire control, or remove nuisances, the Association and its agents have the right to enter upon any lot upon which a building has not been constructed and upon which no landscaping plan has been implemented (with prior written approval of the Association for such plan), such entry to be made by personnel with tractors or other suitable devices, for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds or other unsightly growth, which in the opinion of the Association detracts from the overall beauty, setting and safety of the existing developments. Such entrance for the purpose mowing, cutting, clearing or pruning shall not be deemed a trespass. The Association and its agents may likewise enter upon such land to remove any trash which has collected on such lot without such entrance and removal being deemed a trespass. The provisions in this paragraph shall not be construed as an obligation on the part of the Association to mow, clear, cut or prune any lot nor to provide garbage or trash removal services.

5. **Signs.**

No commercial signs, including "for rent", "for sale" and other similar signs, shall be erected or maintained on any lot except with the written permission of the Association or except as may be required by legal proceedings, it being understood that the Association will not grant permission for said signs unless their erection is reasonably necessary to avert serious hardship to the property owner. If such permission is granted, the Association reserves the right to restrict size, color and content of such signs. Property identification and like signs exceeding a combined total of more than two (2) square feet may not be erected without the written permission of the Association. Since it is necessary for the Developer, in the orderly process of construction or sale of the Development, to identify those properties to be sold as distinct from those sold, the prohibitions of this paragraph shall not apply to the Developer as pertaining to the first lot sale or first rent of each building.

6. **Parking Spaces.**

Each lot owner shall provide space for parking two automobiles off the street prior to the occupancy of any dwelling constructed on said lot in accordance with reasonable standards established by the Association.

7. **Sewage.**

Every habitable building and every building discharging waste water and sewage shall be connected to a central sanitary sewer system and building permits shall not be issued until such systems are available for use by such structures. Every lot owner shall be conclusively presumed to have covenanted, by acquiring title to his lot from the Declarant or Developer (regardless of the means of such title acquisition) to pay charges for sewer service, in accordance with the standard rates of the utility company, or other legal entity providing such service, for sewer connection charges and for regular sewer service thereafter. Each lot owner shall pay four dollars (\$4.00) per month per lot commencing upon the availability of sewer service to each lot owned, said charge to cease upon connection of property on each lot to the sanitary sewer when service charges shall commence.

8. **Easements.**

The Declarant reserves unto itself, its successors and assigns as appurtenant to the Common Properties, a perpetual, alienable and releasable easement and right on, over and under the ground to erect, maintain and use slope easements, street signs, directional signs, temporary promotional signs, entrance features or "theme" areas, lights, landscaping and related uses, electric and telephone poles, wires, cables, conduits, sewers, water mains and other suitable equipment for the conveyance and use of storm water drainage, electricity, telephone equipment, gas, sewer, water and other public conveniences or utilities on, in or over the front ten (10) feet of each lot or common area, the rear six (6) feet along each side of each lot or common area and such other areas as are shown on the applicable plat; provided further, however, that the width of said easement shall be twelve (12) feet along the boundary of any lot and constituting a portion of the boundary of the existing Development. These easement rights expressly include the right to cut any trees, bushes or shrubbery, make any grading of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation to maintain reasonable standards of health,



safety and appearance. Such rights may be exercised by any licensee of the Declarant (or of the Association after the Common Properties have been conveyed to the Association), but this reservation shall not be considered an obligation of the Declarant or the Association to provide or maintain any such utility or service. Any such easement may be extinguished, enlarged or modified by mutual consent of the owner or the tenant and the Declarant (or the Association after the Common Properties have been conveyed to the Association).

**9. Temporary Structures.**

No structure of a temporary character shall be placed upon any lot at any time, provided however, that this prohibition shall not apply to shelters used by a contractor during construction, it being clearly understood that these latter temporary shelters may not, at any time, at any time, be used as residences or permitted to remain on the lot after completion of construction.

**10. Restrictions on Building Types.**

No trailer, mobile home, tent, barn, camper, caravan, tree-house or other similar temporary living or camping quarters or outbuilding or structure shall be placed on any lot at any time, either temporarily or permanently, except with the approval of the County Planning & Zoning Commission, on lot or parcels specifically designated by the Declarant or the Association as being temporarily or permanently assigned such specified use and then only in accordance with the rules and regulations established for the use of such parcel or lot.

**11. Hidden Fuel Tanks and Receptacles.**

No fuel tanks or similar storage receptacles may be exposed to view, and may be installed only within a main building or accessory building, within the screened area required in No. 12 herein, or buried underground. Every outdoor receptacle for ashes, trash, rubbish, or garbage shall be installed underground, screened or so placed and kept as not to be visible from any street, lake or golf course within the Section or Subdivision at any time except during refuse collections.

**12. Service Yard.**

Each lot owner must construct a screening fence to shield and hide from view small service yard. Plans for such fence delineating the size, design, texture, appearance, color, materials and location must be approved by the Association prior to construction. (All outdoor clothes poles, clothes lines, and similar equipment shall be so placed or screened by shrubbery as not to be visible from any street, lake, or golf course within the Section or Subdivision.)

**13. Trees.**

No trees measuring six (6) inches or more in diameter at one (1) foot above ground level may be removed without the written approval of the Association.

**14. Replatting of Lots.**

No lot shall be subdivided, or its boundary lines changed, except as approved by the Planning and Zoning Commission of Frederick County and with the written consent of the Association. Provided, however, the Declarant hereby expressly reserves to itself, its

successors and assigns, the right to replat any two (2) or more lots show on the plat of any said subdivision in order to create a modified building lot or lots; and to take such other steps as are necessary to make such replatted lot suitable and fit as a building site to include, but not be limited to the relocation of easements, walkways and rights of way to conform to the boundaries of replatted lots.

**15. Bridges and Walks.**

The Declarant expressly reserves to itself, its agents or assigns the right to build any bridges, walkways or fix spans across any or all natural or man-made lakes, canals, creeks, ravines or lagoons in the Development. Nothing in this paragraph shall be constructed as placing an affirmative obligation on the Declarant or Association to provide or construct any bridge, walkway or fixed span unless such bridge, walkway or fixed span shall be shown and specifically designated on the recorded plan of the subdivision or section of lots referred to and incorporated in the deed of conveyance to the grantee lot owner asserting such affirmative obligation of the grantor Declarant.

**16. Sight Lines.**

On lots located at street intersections, no structure, tree, bush or line-of-sight obstruction of any kind shall be built upon, planted, or allowed to remain within a triangle, the apex of which shall be the corner of the lot at said intersection (or the intersecting point of lines tangent to the curve if such lot has a curved lot line) and two sides of which shall be twenty-five (25) foot segments of the lot lines (or tangents) extending from that apex; provided, however, that this restriction shall not apply to walls, fences or bushes less than three (3) feet high as measured from the street level.

**17. Setbacks.**

Since the establishment of standard inflexible setback lines for location of buildings and structures on lots tend to force construction of buildings both directly behind and directly to the side of other buildings with detrimental effects on privacy, view, preservation of important trees, etc., no specific setback lines are established by these Covenants other than that set forth in the preceding paragraph. Location of all structures shall be within the sole determination and control of the Environmental Control Committee.

**18. TV Antenna.**

No television antenna shall be installed or permitted to remain on any lot or building in the Development more than one month after central cable or similar service is available. No radio transmitter or antenna shall be constructed or permitted to remain on any lot in the Development except by written consent of the Environmental Control Committee.

**19. Trucks.**

No trucks or trailers of any kind shall be parked upon the streets of the existing Development except temporarily for the purpose of loading or unloading or during building construction or on any lot in the existing Development unless enclosed in a garage. [Truck is not to be constructed to mean a non-commercial, multi-passenger vehicle, including but not limited to non-commercial pick up truck or 3/4 ton or less, as

defined in Section 11-136.1 of the transportation article of the Maryland Annotated Code.]

**20. Private Water Facilities.**

No existing private well or sewage system shall be constructed or permitted to be used on any lot in the Development more than six (6) months after a community, or public utility, service is made available to such lot; provided only that a private well may be constructed or used for a swimming pool or for irrigation when approved by the Environmental Control Committee and by the appropriate public authorities and by the utility company providing water service. Private water for model homes may be constructed with the approval of the Planning & Zoning Commission of Frederick County, but such shall be connected to public systems when available.

**21. Occupancy of Uncompleted Buildings.**

No residence or other building shall be occupied until the same has been substantially completed in accordance with the approved plans and specifications.

**22. Junked Autos.**

No stripped down, partially wrecked, or junked motor vehicle or sizable part thereof, shall be permitted to be parked on any street in the Section or Subdivision or on any lot in such manner as to be visible to the occupants of other lots within the Section or Subdivision or to the users of any street, lake or golf course therein.

**23. Model Homes.**

No owner of any lot shall build or permit the building thereon of any dwelling house that is to be used as a model house or exhibit unless prior written permission to do so shall have been obtained from the Committee.

**24. Replacement of Destroyed Buildings.**

Any dwelling or outbuilding on any lot in the Section or Subdivision which may be destroyed in whole or in part by fire, windstorm or for any other cause or act of God must be rebuilt or all debris removed and the lot restored to a slightly condition with reasonable promptness, provided, however, that in no event shall such debris remain longer than six (6) months.

**25. Trash and Refuse.**

No trash, ashes, garbage or other refuse shall be dumped or stored or accumulated on any lot or be thrown into or left on the shoreline of any lake in the Section or Subdivision. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted. In order to enhance the appearance and orderliness of the Section or Subdivision, the Declarant hereby reserves for itself, its successors and assigns, the exclusive right to operate, or from time to time grant an exclusive license to a third party to operate, a commercial scavenging service within the Development.

**26. Fences.**

No fence of any kind or size shall be built or permitted to remain on any part of any lot except as approved by the Environmental Design Committee as to location, height, materials used, design, color and other pertinent visible characteristics.

**27. Access to Lots.**

There shall be no access to any lot on the perimeter of the Development except from designated roads within the Development.

**28. Pets.**

Not more than two (2) dogs and cats may be kept by each lot owner in the existing Development, and no dogs or cats may be kept, bred or maintained for any commercial use or purpose. No other animals of any kind (other than indoor pets such as fish and birds) shall be kept in this section of the Development, provided that this shall not be construed to prohibit the riding of horses along the bridle trails.

**29. Boats.**

No boat shall be stored on any lot except in a building or in a yard area enclosed by a fence or wall high enough to conceal all parts of the boat except its masts from the view of persons standing on any street of the Development at street level or on an adjacent lot at ground level, provided however, that no such fence or wall need to be more than eight (8) feet high.

**30. Exterior Maintenance of Living Units and Other Structures.**

In addition to the maintenance upon Common Areas and Community Facilities as aforesaid, the Association may, in the interest of general welfare of all the Owners of the Property, provide periodic exterior maintenance upon lots, Living Units or other structures subject to annual assessment as provided herein, as follows (but in no way limited to the following): periodic painting of exterior building surfaces and trim, repair and maintenance of gutters, downspouts, roofs, shrubs, lawns, walks driveways and other exterior improvements, all as and when it deems necessary for the purposes of aforesaid but not without resolution by the Board of Directors of the Association or by the Environmental Control Committee and not without reasonable notice to the Owner of any Living Unit proposed to be so maintained. The failure of any Owner to repaint the exterior building surface and trim of his Living Unit within five (5) years of its original painting or most recent repainting shall create the conclusive and irrefutable presumption that such repainting is in the interest of the general welfare of all Owners of Property.

The cost of any exterior maintenance performed pursuant to the Section shall be assessed against the Living Unit upon which such maintenance is done and, when so assessed, a statement for the amount thereof shall be rendered to the Owner of said Living Unit at which time the assessment shall become due and payable and a continuing lien and obligation of the Owner in all respects as provided in Article V of this Declaration.

For the purpose solely of performing the exterior maintenance required or authorized by this Article, the Association through its duly authorized agents or employees shall have the right, after reasonable notice to the Owner, to enter upon any lot or the exterior of any Living Unit at reasonable hours on any day except Sunday, which entry shall not be deemed a trespass.

**31. Post Lamps.**

Each lot owner shall erect at his own expense upon his lot, on a line two (2) feet from the front line, or such other places approved by the Environmental Design Committee, a post lamp of the design and type specified by the Association, prior to the substantial completion of the house on said lot, provided, however, that the same shall not be required while the lot remains vacant.

When a post lamp or the like is installed on any lot or attached to any Living Unit, the Owner of such Lot or Living Unit shall maintain it and light it from dusk to dawn and bear all costs thereto.

**32. Garbage Disposers.**

Every Living Unit shall be equipped with an approved electric garbage disposer connected to the waste line from the kitchen sink.

*[As revised June 16, 1971- Book 850, Page 249]*

**ARTICLE VIII****SPECIAL RESTRICTIVE COVENANTS APPLICABLE TO ALL SINGLE FAMILY  
RESIDENTIAL LOTS IN THIS SECTION****1. Residential Use of Lots.**

All lots in Single Family Residential Areas shall be used for residential purposes exclusively. No structure, except as hereinafter provided, shall be erected, altered, placed or permitted to remain on any lot in the Single Family Residential Areas other than one (1) family dwelling and accessory buildings subject to the approval of the Environmental Control Committee which may include a detached private garage and/or servant's quarters, provided the use of such dwelling or accessory building is not used for activity normally conducted as a business. Such accessory building may not be constructed prior to the construction of the main building.

**ARTICLE IX****SPECIAL RESTRICTIVE COVENANTS AFFECTING WATERFRONT LOTS****1. View Easements.**

There shall be reserved for the use and benefit of adjacent second-row lot owners an easement of view running along the side boundary lines of waterfront lots for a width of five (5) feet on each side of each waterfront lot except and unless the said second-row lot is at an elevation of 25 feet higher than the first row lot, each lot measuring point being 50 feet from the common boundary. It is herein specified that the purpose of this easement is to enable second-row lot owners to maintain permanently an open area

sufficiently unobstructed to afford a direct view of the lake and direct circulation of lake breezes. Owners of waterfront lots may not erect a fence, wall or other such structure interfering with such easements. Agent of the Association, acting at the request of the owners of second-row lots, may enter onto the front row lots and cut or trim any trees, limbs, bushes or shrubs or other obstructions located within such easement areas and interfering with the view of second-row property owners. Such clearing and maintenance shall be at the expense of the second-row lot owners, except when the easement of view was willfully obstructed by the owner of a waterfront lot or his agent, in which event removal of such obstruction shall be at the expense of the waterfront lot owner who obstructed or authorized the obstruction of the easement view. This restriction may be modified or removed by the Directors or Declarant upon application by a lot owner, giving in writing the detailed site plan, landscaping plan, construction plans and specifications and such information as is necessary for the Directors or Declarant to consider that the second-row lots will not be adversely affected by such removal or modification.

2. Docks.

Boating and fishing docks, swimming floats, gazebos and similar structures may be erected by waterfront lot owners, as a privilege, within the lake boundaries opposite their lake frontage provided same is approved by the Declarant or the Directors as to material, colors, location, height, size, plan and all other particulars which will affect its appearance and durability and further provided that same will not interfere with the passage of Association members along, across and through the lands owned by the Association in the normal intended use of such land. Lot owners so privileged shall be responsible for maintaining in a durable and attractive condition all such allowed construction. If lot owner does not maintain such construction in durable and attractive condition, same may be restored or repaired or made attractive or removed and destroyed by Declarant or Association at the lot owner's expense. For good and sufficient cause, the Declarant or Association may withdraw the privilege earlier given, in which event, lot owner shall remove same within ninety (90) days at his expense.

## ARTICLE X

### ENFORCEMENT OF COVENANTS

In the event of a violation or breach of any of the restrictions contained herein by any property owner, or agent of such owner, the owners of lots in the existing Development, or any of them jointly or severally shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing, the Association shall have the right, whenever there shall have been built on any lot in the existing Development any structure which is in violation of these restrictions, to enter upon such property where such violation exists and summarily abate or remove the same at the expense of the owner, if after thirty (30) days written notice of such violation it shall not have been corrected by the owner. Any such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any right, reservations, restrictions, or condition contained in this Declaration,

however long continued, shall not be deemed a waiver of the right to do so hereafter as to the same breach, or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement. The invalidation by any Court of any restrictions contained in this Declaration shall in no way affect any of the other restrictions, but they shall remain in full force and effect.

## ARTICLE XI

### GENERAL PROVISIONS

#### 1. Duration.

Subject to the provisions of Section 4 of this Article, the covenants and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association, or the owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of 30 years from the date of this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then Owners of two-thirds of the Lots or Living Units has been recorded, agreeing to change said covenants and restrictions in whole or part. (For purposes of meeting the two-thirds requirement when Living Units are counted, the Lot or Lots upon which such Living Units are situated shall not be counted.) Provided, however, that no such agreement to change shall be effective unless written notice of the proposed agreement is sent to every owner, the Planning and Zoning Commission of Frederick County, and the Board of County Commissioners at least ninety (90) days in advance of any action taken.

#### 2. Notices.

Any notice required to be sent to any member or owner under the provisions of the Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as member or owner on records of the Association at the time of such mailing.

#### 3. Severability.

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force or effect.

#### 4. Limits of Applicability.

These Conditions, Covenants, Restrictions, Easements, and Charges shall pertain to Pinehurst Section I of Eaglehead as shown on a plat recorded with the Clerk of the Circuit Court of Frederick County only and not to any other land.

#### 5. Revision of Covenants.

These covenants may be amended at any time or times by the recording of an instrument signed by owners representing two-thirds of each class of membership. (For purposes of meeting a two-thirds requirement, when Living Units are counted, the lot or lots upon which said Living Units are situated shall not be counted.) Provided, however,

that no such amendment shall be effective unless written notice of the proposed amendment is sent to every owner and the Planning and Zoning Commission of Frederick County and the Board of Commissioners at least ninety (90) days in advance of any action taken.

6. **Conflict of Covenants.**

If it should be found that there is a conflict between foregoing conditions, covenants, and restrictions with the agreement dated July 12, 1968, entered into between Linganore Corporation, Frederick County Planning & Zoning Commission, and Frederick Board of County Commissioners or in any regulations of Frederick County as they may be amended, the condition in said agreement or said regulation shall apply. In such case the conditions, covenants and restrictions herein shall be modified to conform to said agreement or regulations.

{end}



**CORRECTED NOTICE OF CHANGE OF ASSESSMENTS**

THIS CORRECTED NOTICE OF CHANGE OF ASSESSMENTS (the "Notice") is made on the 24 day of February, 2017 by LAKE LINGANORE ASSOCIATION, INC., a Maryland non-stock corporation (the "Association").

**RECITALS**

**WHEREAS**, all lots within the Association are subject to the Declaration of Conditions, Covenants, Restrictions, Easements and Charges originally recorded on November 6, 1968, as updated, amended and supplemented thereafter (collectively the "Declaration").

**WHEREAS**, Article V, Section 4 of the Declaration outlines the basis on which assessments are calculated and charged against lots within the Association, including improved lots and vacant lots.

**WHEREAS**, Article V, Section 6 of the Declaration provides that the basis for assessment, as provided in Section 4 of the same provision, may be changed by the membership of the Association as long as the proposed change is approved by two-thirds (2/3) of a quorum of members of the Association at a meeting called for that purpose.

**WHEREAS**, Article V, Section 7 of the Declaration provides that the requisite quorum for voting to change the basis of assessment, as authorized by Section 6 of the same provision, shall be sixty percent (60%) of the total membership of the Association. Further, Section 7 provides that the quorum can be reduced to thirty percent (30%) of the total Association's membership if the original quorum amount is not achieved during the meeting and a second meeting for the same purpose is held within sixty (60) days of the original meeting.

**WHEREAS**, after appropriate notice was given, the Association held a meeting on August 15, 2015 to vote on a change in the basis of assessment applicable to vacant lots. At said meeting, the required sixty percent (60%) quorum of membership was not achieved.

**WHEREAS**, on September 19, 2015 a second meeting was scheduled and held within the requisite sixty (60) day period of the original meeting. At said second meeting, the required thirty percent (30%) quorum was achieved and the Association approved a change to the basis of assessment applicable to vacant lots by at least two-thirds (2/3) of the required quorum of membership.

**WHEREAS**, the change in the basis of assessment approved at the September 19, 2015 meeting provided as follows:

**4. Basis of Annual Assessment.**

The annual assessment per Lot or Living Unit shall be whichever of the following amounts is appropriate, in addition to, and not in lieu of, real property taxes.

- (a) On vacant lots without any buildings, lots will be assessed as follows:

1. **Buildable Vacant Lots** – Buildable Vacant Lots are defined as platted vacant lots within the PUD having a road and utilities available to the owner of the vacant lot. Buildable vacant Lots will be assessed at one-half (1/2) of the assessed value of single family dwellings of the village in which they are located. Beginning the fiscal year ending February 28, 2017, and continuing annually thereafter in the same manner. In no case will it be less than a Non-Buildable Lot.
2. **Non-Buildable Vacant Lots** – Non-Buildable Vacant Lots are defined as platted vacant lots within the PUD having no roads and no utilities available to the owner of the vacant lot. Non-Buildable Vacant Lots will be assessed at \$350 beginning for fiscal year ending February 28, 2017 and will increase/decrease annually by the average overall increase/decrease of assessments in all villages within the PUD.

**WHEREAS**, an instrument dated September 21, 2015 was filed by the Association with the Homeowners Association Depository of Frederick County, Maryland on September 24, 2015 with the following language:

The Lake Linganore Association, Inc. held a referendum vote of the membership to change the Covenant Article V, Section 4, paragraph (a) regarding Vacant Lot Assessments. The membership voted “yes” to amend the vacant lot dues structures and the Covenants of the Association on September 19, 2015.

**WHEREAS**, the above-referenced filing with the Homeowners Association Depository was unclear in that it referenced a change to Article V, Section 4, paragraph (a) of the Covenants. While there was, in fact, an approved referendum to change the basis of assessment, the meeting was held pursuant to Article V, Section 6 and there was a change to the basis of assessment under Section 4 of the same provision. The distinction is that the meeting on September 19, 2015 was held pursuant to Article V, Section 6 and complied with the quorum of members under Section 7 of the same provision and the change to the basis of assessments was approved by at least two-thirds (2/3) of the quorum thereby approving the change to the basis of assessment in Section 4, paragraph (a) as outlined above and was not a vote to amend the Declaration.

**WHEREAS**, the Association desires to correct the language in the instrument described above to reflect the method in which the basis for assessment under Article V, Section 4, paragraph (a) of the Declaration was changed.

NOW THEREFORE, the Association corrects and replaces the above described instrument dated September 21, 2015 and filed by the Association with the Homeowner’s Association Depository of Frederick County, Maryland on September 24, 2015 to read as follows:

As provided in Article V, Section 6, of the Declaration, the Association held a meeting of the membership on September 19, 2015 to change the basis of assessment under Article V, Section 4, paragraph (a) of the Declaration. At the meeting, 2/3 of the required quorum of membership voted “yes” to change the basis of assessment. As a result, the basis of assessment under Article V, Section 4, paragraph (a) of the Declaration now provides as follows:

**4. Basis of Annual Assessment.**

The annual assessment per Lot or Living Unit shall be whichever of the following amounts is appropriate, in addition to, and not in lieu of, real property taxes.

(a) On vacant lots without any buildings, lots will be assessed as follows:

1. Buildable Vacant Lots – Buildable Vacant Lots are defined as platted vacant lots within the PUD having a road and utilities available to the owner of the vacant lot. Buildable vacant Lots will be assessed at one-half (1/2) of the assessed value of single family dwellings of the village in which they are located. Beginning the fiscal year ending February 28, 2017, and continuing annually thereafter in the same manner. In no case will it be less than a Non-Buildable Lot.
2. Non-Buildable Vacant Lots – Non-Buildable Vacant Lots are defined as platted vacant lots within the PUD having no roads and no utilities available to the owner of the vacant lot. Non-Buildable Vacant Lots will be assessed at \$350 beginning for fiscal year ending February 28, 2017 and will increase/decrease annually by the average overall increase/decrease of assessments in all villages within the PUD.

The vote taken on this matter did not change any other bases of assessment as provided in Article V, Section 4(b).

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Association have caused this Notice to be executed by its duly authorized official on the date first written above, but effective as of September 19, 2015.

LAKE LINGANORE ASSOCIATION, INC.

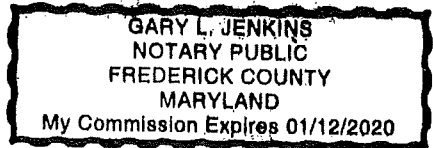
By: [Signature]  
Name: Charles Edwards  
Title: President

STATE OF MARYLAND  
COUNTY OF Frederick

On the 24 day of February in the year 2017 before me, the undersigned, personally appeared Charles Edwards, President of Lake Linganore Association, Inc., personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacities, and that by his/her/their signature(s) on the instrument, the individual(s), or the corporation upon behalf of which the individual(s) acted, executed the instrument.

[Signature]  
Notary Public

My Commission Expires: 1/12/2020



LR - HOA Dep Amendment 20.00  
HOA Name: lake  
Linganore ass. inc  
Ref:  
=====  
Total: 20.00  
02/28/2017 01:03 CC10-LW  
#7877623 CC0001 -  
Frederick  
County/CC00.01.04 -  
Register 04

# Meadows At Lake Linganore Association

Design Documents



Lake Linganore Association, Inc.

Lake Linganore Association, Inc.  
Environmental Control Committee

App No.: \_\_\_\_\_

Application for Tree Removal

General Information

Completed applications and payment must be submitted to the LLA Village Manager no later than the Friday prior to the next monthly ECC meeting to be considered for that meeting. Incomplete applications will not be accepted, which will delay the permitting process. The 60 day period for ECC review will not begin until the Village Manager has received all required information. Homeowners will be notified in writing about the disposition of their application once it has been reviewed by the ECC. Fees for multiple applications may be combined, however, if used in combination with an application for an addition/sunroom/screen room/deck with roof, the \$155 fee and \$10,000 liquidated damages deposit will apply.

Important Conditions of Making any Changes to Existing Property

- No trees measuring six (6) inches or more in diameter at one (1) foot above ground level may be removed without the written approval of the Association. All plans will indicate where trees of this nature are proposed to be removed and replaced.
- There is a recorded easement around all lots platted within the boundaries of Lake Linganore at Eaglehead community for the benefit of the Association. The easement on each lot is 6 (six) feet on each side of the lot and 10 (ten) feet on the road frontage of the lot.\* If anything is located in that easement that prevents access by the Association, the Association will remove the item at the owners expense and the Association will not be responsible for replacing the item(s). The Association will always notify the "Lot owner of Record" if this need occurs with as much notification time as possible, except in the case of an emergency. \*ref: Lake Linganore Covenants, Article VII, Section 8
- In addition to submitting the Lake Linganore ECC application, the homeowner is responsible for obtaining all necessary building permits and/or variances and observing all zoning ordinances as required by Frederick County.

How to Complete This Form

Place a check in the check box and include each required item of information. Applications will not be accepted unless each of the items below is provided.

STREET ADDRESS: \_\_\_\_\_ VILLAGE: \_\_\_\_\_ LOT NO.: \_\_\_\_\_

APPLICANT NAME: \_\_\_\_\_  Owner  Renter OWNER NAME: \_\_\_\_\_

HOME PHONE: \_\_\_\_\_ WORK PHONE: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

- No application fee required for tree removal only.
- A copy of the report from a Certified Arborist stating the removal recommendation and condition of tree(s) being requested for removal.
- Photo of tree(s) being requested for removal and pictures of front and back yard of home to determine if lot is significantly wooded.
- A site plan showing location of any proposed replacement planting(s).

CONDITIONS OF APPROVAL

I understand that approval does not relieve me of the responsibility to secure any and all necessary building permits, variances and/or observing all local zoning ordinances. If approved by the Environmental Control Committee (ECC), I agree to make the changes under the terms and conditions specified in the letter of approval. All improvements must be on my property or property lines. If any portion of the Association's property is disturbed or damaged by either my contractor, or myself then I agree to be held responsible for the same and to restore the common elements to their original condition(s). You will be notified in writing of the decision of the Committee within sixty (60) days of receipt of the application. By approving this request, the Association is not assuming any responsibility for the safety, construction, operation, maintenance, accident, injury or claim that may arise from the change in the property. A final inspection by LLA is required upon completion of all projects. Please contact the LLA office to schedule an inspection.

\*NOTE: THERE IS A SIX (6) FOOT EASEMENT AROUND ALL PROPERTY LINES WITHIN LLA (ARTICLE VII, SECTION 8 OF THE COVENANTS). ANYTHING LOCATED WITHIN THE EASEMENT MAY BE DAMAGED OR REMOVED, AT OWNERS EXPENSE, IF EASEMENT ACCESS IS NEEDED BY THE ASSOCIATION IN THE FUTURE.\*

SIGNATURE OF OWNER: \_\_\_\_\_ DATE: \_\_\_\_\_

PLEASE RETURN TO LAKE LINGANORE ASSOCIATION OFFICE COMPLETE WITH ALL ATTACHMENTS.

<b>FOR COMMITTEE / ADMINISTRATIVE USE ONLY</b>		Date Received: _____
The request for the above project has been:		Fees Received: _____
<input type="checkbox"/> APPROVED <input type="checkbox"/> APPROVED WITH CONDITIONS: _____		
<input type="checkbox"/> DISAPPROVED: _____		
Village Manager / Committee Member Signature: _____		Date: _____

Lake Linganore Association, Inc.  
Environmental Control Committee

App No.: \_\_\_\_\_

Application for Construction of Addition / Sunroom / Screen Room / Deck with Roof

General Information

Completed applications and payment must be submitted to the LLA Village Manager no later than the Friday prior to the next monthly ECC meeting to be considered for that meeting. Incomplete applications will not be accepted, which will delay the permitting process. The 60 day period for ECC review will not begin until the Village Manager has received all required information. Homeowners will be notified in writing about the disposition of their application once it has been reviewed by the ECC. Fees for multiple applications may be combined, however, if used in combination with an application for an addition/sunroom/screen room/deck with roof, the \$155 fee and \$10,000 liquidated damages deposit will apply.

Important Conditions of Making any Changes to Existing Property

- No trees measuring six (6) inches or more in diameter at one (1) foot above ground level may be removed without the written approval of the Association. All plans will indicate where trees of this nature are proposed to be removed and replaced.
- There is a recorded easement around all lots platted within the boundaries of Lake Linganore at Eaglehead community for the benefit of the Association. The easement on each lot is 6 (six) feet on each side of the lot and 10 (ten) feet on the road frontage of the lot.\* If anything is located in that easement that prevents access by the Association, the Association will remove the item at the owners expense and the Association will not be responsible for replacing the item(s). The Association will always notify the "Lot owner of Record" if this need occurs with as much notification time as possible, except in the case of an emergency. \*ref: Lake Linganore Covenants, Article VII, Section 8
- In addition to submitting the Lake Linganore ECC application, the homeowner is responsible for obtaining all necessary building permits and/or variances and observing all zoning ordinances as required by Frederick County.

How to Complete This Form

Place a check in the check box and include each required item of information. Applications will not be accepted unless each of the items below is provided.

STREET ADDRESS: \_\_\_\_\_ VILLAGE: \_\_\_\_\_ LOT NO.: \_\_\_\_\_

APPLICANT NAME: \_\_\_\_\_  Owner  Renter OWNER NAME: \_\_\_\_\_

HOME PHONE: \_\_\_\_\_ WORK PHONE: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

- \$155.00 Application Fee
- \$10,00.00 Deposit for Liquidated Damages. Check or Letter of Credit is acceptable.
- Signed original of LLA Construction Authorization Contract.
- All documents used for County approval of construction permit.
- Site plan showing location of structure including access, adjoining structures, and distance to property lines.
- Current photos of property including house from all applicable angles.
- Materials list: pressure treated pine, redwood, cedar or manmade lumber. Types of fasteners, soffit, fascia, etc.
- Color samples of the deck, railings, balusters, siding, and trim must be shown to the ECC. Note: all proposed colors must adhere to ECC guidelines to be approved.
- An elevation drawing of the structure is needed from both the sides and back of the lot.
- Side and rear elevations showing the roof of the new structure and the existing roof of the home to determine how structures will adjoin.

CONDITIONS OF APPROVAL

I understand that approval does not relieve me of the responsibility to secure any and all necessary building permits, variances and/or observing all local zoning ordinances. If approved by the Environmental Control Committee (ECC), I agree to make the changes under the terms and conditions specified in the letter of approval. All improvements must be on my property or property lines. If any portion of the Association's property is disturbed or damaged by either my contractor, or myself then I agree to be held responsible for the same and to restore the common elements to their original condition(s). You will be notified in writing of the decision of the Committee within Sixty (60) days of our receipt of the application. By approving this request, the Association is not assuming any responsibility for the safety, construction, operation, maintenance, accident, injury or claim that may arise from the change in the property. A final inspection by LLA is required upon completion of all projects. Please contact the LLA office to schedule an inspection.

\*NOTE: THERE IS A SIX (6) FOOT EASEMENT AROUND ALL PROPERTY LINES WITHIN LLA (ARTICLE VII, SECTION 8 OF THE COVENANTS). ANYTHING LOCATED WITHIN THE EASEMENT MAY BE DAMAGED OR REMOVED, AT OWNERS EXPENSE, IF EASEMENT ACCESS IS NEEDED BY THE ASSOCIATION IN THE FUTURE.

SIGNATURE OF OWNER: \_\_\_\_\_ DATE: \_\_\_\_\_  
PLEASE RETURN TO LAKE LINGANORE ASSOCIATION OFFICE COMPLETE WITH ALL ATTACHMENTS.

**FOR COMMITTEE / ADMINISTRATIVE USE ONLY**

Date Received: \_\_\_\_\_

Fees Received: \_\_\_\_\_

The request for the above project has been:

APPROVED

APPROVED WITH CONDITIONS: \_\_\_\_\_

DISAPPROVED: \_\_\_\_\_

Village Manager / Committee Member Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Lake Linganore Association, Inc.  
Environmental Control Committee

App No.: \_\_\_\_\_

Application for Construction of a Deck

General Information

Completed applications and payment must be submitted to the LLA Village Manager no later than the Friday prior to the next monthly ECC meeting to be considered for that meeting. Incomplete applications will not be accepted, which will delay the permitting process. The 60 day period for ECC review will not begin until the Village Manager has received all required information. Homeowners will be notified in writing about the disposition of their application once it has been reviewed by the ECC. Fees for multiple applications may be combined, however, if used in combination with an application for an addition/sunroom/screen room/deck with roof, the \$155 fee and \$10,000 liquidated damages deposit will apply.

Important Conditions of Making any Changes to Existing Property

- No trees measuring six (6) inches or more in diameter at one (1) foot above ground level may be removed without the written approval of the Association. All plans will indicate where trees of this nature are proposed to be removed and replaced.
- There is a recorded easement around all lots platted within the boundaries of Lake Linganore at Eaglehead community for the benefit of the Association. The easement on each lot is 6 (six) feet on each side of the lot and 10 (ten) feet on the road frontage of the lot.\* If anything is located in that easement that prevents access by the Association, the Association will remove the item at the owners expense and the Association will not be responsible for replacing the item(s). The Association will always notify the "Lot owner of Record" if this need occurs with as much notification time as possible, except in the case of an emergency. \*ref: Lake Linganore Covenants, Article VII, Section 8
- In addition to submitting the Lake Linganore ECC application, the homeowner is responsible for obtaining all necessary building permits and/or variances and observing all zoning ordinances as required by Frederick County.

How to Complete This Form

Place a check in the check box and include each required item of information. Applications will not be accepted unless each of the items below is provided.

STREET ADDRESS: \_\_\_\_\_ VILLAGE: \_\_\_\_\_ LOT NO.: \_\_\_\_\_

APPLICANT NAME: \_\_\_\_\_  Owner  Renter OWNER NAME: \_\_\_\_\_

HOME PHONE: \_\_\_\_\_ WORK PHONE: \_\_\_\_\_ E-MAIL \_\_\_\_\_

- \$25.00 Application Fee
- All documents used for County approval of construction permit.
- Site plan showing location of structure including access, adjoining structures, and distance to property lines.
- Current photos of property including house from all applicable angles.
- Materials used: pressure treated pine, redwood, cedar or manmade lumber. Types of fasteners, soffit, fascia, etc.
- Color samples of the deck, railings, balusters, siding, and trim must be shown to the ECC. Note: all proposed colors must adhere to ECC guidelines to be approved.
- An elevation drawing of the structure is needed from both the sides and back of the lot.

CONDITIONS OF APPROVAL

I understand that approval does not relieve me of the responsibility to secure any and all necessary building permits, variances and/or observing all local zoning ordinances. If approved by the Environmental Control Committee (ECC), I agree to make the changes under the terms and conditions specified in the letter of approval. All improvements must be on my property or property lines. If any portion of the Association's property is disturbed or damaged by either my contractor, or myself then I agree to be held responsible for the same and to restore the common elements to their original condition(s). You will be notified in writing of the decision of the Committee within Sixty (60) days of our receipt of the application. By approving this request, the Association is not assuming any responsibility for the safety, construction, operation, maintenance, accident, injury or claim that may arise from the change in the property. A final inspection by LLA is required upon completion of all projects. Please contact the LLA office to schedule an inspection.

\*NOTE: THERE IS A SIX (6) FOOT EASEMENT AROUND ALL PROPERTY LINES WITHIN LLA (ARTICLE VII, SECTION 8 OF THE COVENANTS). ANYTHING LOCATED WITHIN THE EASEMENT MAY BE DAMAGED OR REMOVED, AT OWNERS EXPENSE, IF EASEMENT ACCESS IS NEEDED BY THE ASSOCIATION IN THE FUTURE.

SIGNATURE OF OWNER: \_\_\_\_\_ DATE: \_\_\_\_\_

PLEASE RETURN TO LAKE LINGANORE ASSOCIATION OFFICE COMPLETE WITH ALL ATTACHMENTS.

<b>FOR COMMITTEE / ADMINISTRATIVE USE ONLY</b>		Date Received: _____
		Fees Received: _____
The request for the above project has been:		
<input type="checkbox"/> APPROVED		
<input type="checkbox"/> APPROVED WITH CONDITIONS: _____		
<input type="checkbox"/> DISAPPROVED: _____		
Village Manager / Committee Member Signature: _____		Date: _____



Lake Linganore Association, Inc.  
Environmental Control Committee

App No.: \_\_\_\_\_

Application for Changing Siding or Color of Home

General Information

Completed applications and payment must be submitted to the LLA Village Manager no later than the Friday prior to the next monthly ECC meeting to be considered for that meeting. Incomplete applications will not be accepted, which will delay the permitting process. The 60 day period for ECC review will not begin until the Village Manager has received all required information. Homeowners will be notified in writing about the disposition of their application once it has been reviewed by the ECC. Fees for multiple applications may be combined, however, if used in combination with an application for an addition/sunroom/screen room/deck with roof, the \$155 fee and \$10,000 liquidated damages deposit will apply.

Important Conditions of Making any Changes to Existing Property

- No trees measuring six (6) inches or more in diameter at one (1) foot above ground level may be removed without the written approval of the Association. All plans will indicate where trees of this nature are proposed to be removed and replaced.
- There is a recorded easement around all lots platted within the boundaries of Lake Linganore at Eaglehead community for the benefit of the Association. The easement on each lot is 6 (six) feet on each side of the lot and 10 (ten) feet on the road frontage of the lot.\* If anything is located in that easement that prevents access by the Association, the Association will remove the item at the owners expense and the Association will not be responsible for replacing the item(s). The Association will always notify the "Lot owner of Record" if this need occurs with as much notification time as possible, except in the case of an emergency. \*ref: Lake Linganore Covenants, Article VII, Section 8
- In addition to submitting the Lake Linganore ECC application, the homeowner is responsible for obtaining all necessary building permits and/or variances and observing all zoning ordinances as required by Frederick County.

How to Complete This Form

Place a check in the check box and include each required item of information. **Applications will not be accepted unless each of the items below is provided.** If changing to vinyl siding, please follow these guidelines: 1) Siding will meet or exceed nominal thickness of .044", 2) siding will be composed of PVC material embossed with texture of wood grain pattern, 3) siding will have a 40 year+ manufacturers warranty.

STREET ADDRESS: \_\_\_\_\_ VILLAGE: \_\_\_\_\_ LOT NO.: \_\_\_\_\_

APPLICANT NAME: \_\_\_\_\_  Owner  Renter OWNER NAME: \_\_\_\_\_

HOME PHONE: \_\_\_\_\_ WORK PHONE: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

- \$25.00 Application Fee
- Photo(s) of existing home with paint samples of all proposed colors for house, trim, etc.
- For Vinyl Siding application, provide sample and brochure of siding to be used.

CONDITIONS OF APPROVAL

I understand that approval does not relieve me of the responsibility to secure any and all necessary building permits, variances and/or observing all local zoning ordinances. If approved by the Environmental Control Committee (ECC), I agree to make the changes under the terms and conditions specified in the letter of approval. All improvements must be on my property or property lines. If any portion of the Association's property is disturbed or damaged by either my contractor, or myself then I agree to be held responsible for the same and to restore the common elements to their original condition(s). You will be notified in writing of the decision of the Committee within Sixty (60) days of our receipt of the application. By approving this request, the Association is not assuming any responsibility for the safety, construction, operation, maintenance, accident, injury or claim that may arise from the change in the property. A final inspection by LLA is required upon completion of all projects. Please contact the LLA office to schedule an inspection.

\*NOTE: THERE IS A SIX (6) FOOT EASEMENT AROUND ALL PROPERTY LINES WITHIN LLA (ARTICLE VII, SECTION 8 OF THE COVENANTS). ANYTHING LOCATED WITHIN THE EASEMENT MAY BE DAMAGED OR REMOVED, AT OWNERS EXPENSE, IF EASEMENT ACCESS IS NEEDED BY THE ASSOCIATION IN THE FUTURE.

SIGNATURE OF OWNER: \_\_\_\_\_ DATE: \_\_\_\_\_

PLEASE RETURN TO LAKE LINGANORE ASSOCIATION OFFICE COMPLETE WITH ALL ATTACHMENTS.

<b>FOR COMMITTEE / ADMINISTRATIVE USE ONLY</b>		Date Received: _____
		Fees Received: _____
The request for the above project has been:		
<input type="checkbox"/> APPROVED		
<input type="checkbox"/> APPROVED WITH CONDITIONS: _____		
_____		
<input type="checkbox"/> DISAPPROVED: _____		
_____		
Village Manager / Committee Member Signature: _____	Date: _____	

Lake Linganore Association, Inc.  
Environmental Control Committee

App No.: \_\_\_\_\_

Application for Construction of a Playset

General Information

Completed applications and payment must be submitted to the LLA Village Manager no later than the Friday prior to the next monthly ECC meeting to be considered for that meeting. Incomplete applications will not be accepted, which will delay the permitting process. The 60 day period for ECC review will not begin until the Village Manager has received all required information. Homeowners will be notified in writing about the disposition of their application once it has been reviewed by the ECC. Fees for multiple applications may be combined, however, if used in combination with an application for an addition/sunroom/screen room/deck with roof, the \$155 fee and \$10,000 liquidated damages deposit will apply.

Important Conditions of Making any Changes to Existing Property

- No trees measuring six (6) inches or more in diameter at one (1) foot above ground level may be removed without the written approval of the Association. All plans will indicate where trees of this nature are proposed to be removed and replaced.
- There is a recorded easement around all lots platted within the boundaries of Lake Linganore at Eaglehead community for the benefit of the Association. The easement on each lot is 6 (six) feet on each side of the lot and 10 (ten) feet on the road frontage of the lot.\* If anything is located in that easement that prevents access by the Association, the Association will remove the item at the owners expense and the Association will not be responsible for replacing the item(s). The Association will always notify the "Lot owner of Record" if this need occurs with as much notification time as possible, except in the case of an emergency. \*ref: Lake Linganore Covenants, Article VII, Section 8
- In addition to submitting the Lake Linganore ECC application, the homeowner is responsible for obtaining all necessary building permits and/or variances and observing all zoning ordinances as required by Frederick County.

How to Complete This Form

Place a check in the check box and include each required item of information. Applications will not be accepted unless each of the items below is provided.

STREET ADDRESS: \_\_\_\_\_ VILLAGE: \_\_\_\_\_ LOT NO.: \_\_\_\_\_

APPLICANT NAME: \_\_\_\_\_  Owner  Renter OWNER NAME: \_\_\_\_\_

HOME PHONE: \_\_\_\_\_ WORK PHONE: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

- \$25.00 Application Fee
- Site plan showing house location with proposed location of playset. Distances must be clearly shown.
- Current photos of property including house from all applicable angles.
- Dimensions of proposed playset.
- Materials to be used including foundation, supports, walls, roof, accessories, etc.
- Proposed color of playset along with picture of existing house.

CONDITIONS OF APPROVAL

I understand that approval does not relieve me of the responsibility to secure any and all necessary building permits, variances and/or observing all local zoning ordinances. If approved by the Environmental Control Committee (ECC), I agree to make the changes under the terms and conditions specified in the letter of approval. All improvements must be on my property or property lines. If any portion of the Association's property is disturbed or damaged by either my contractor, or myself then I agree to be held responsible for the same and to restore the common elements to their original condition(s). You will be notified in writing of the decision of the Committee within Sixty (60) days of our receipt of the application. By approving this request, the Association is not assuming any responsibility for the safety, construction, operation, maintenance, accident, injury or claim that may arise from the change in the property. A final inspection by LLA is required upon completion of all projects. Please contact the LLA office to schedule an inspection.

\*NOTE: THERE IS A SIX (6) FOOT EASEMENT AROUND ALL PROPERTY LINES WITHIN LLA (ARTICLE VII, SECTION 8 OF THE COVENANTS). ANYTHING LOCATED WITHIN THE EASEMENT MAY BE DAMAGED OR REMOVED, AT OWNERS EXPENSE, IF EASEMENT ACCESS IS NEEDED BY THE ASSOCIATION IN THE FUTURE.

SIGNATURE OF OWNER: \_\_\_\_\_ DATE: \_\_\_\_\_

PLEASE RETURN TO LAKE LINGANORE ASSOCIATION OFFICE COMPLETE WITH ALL ATTACHMENTS.

<b>FOR COMMITTEE / ADMINISTRATIVE USE ONLY</b>	
The request for the above project has been:	Date Received: _____
<input type="checkbox"/> APPROVED	Fees Received: _____
<input type="checkbox"/> APPROVED WITH CONDITIONS: _____	
<input type="checkbox"/> DISAPPROVED: _____	
Village Manager/ Committee Member Signature: _____	Date: _____

Lake Linganore Association, Inc.  
Environmental Control Committee

App No.: \_\_\_\_\_

Application for Construction of a Fence

General Information

Completed applications and payment must be submitted to the LLA Village Manager no later than the Friday prior to the next monthly ECC meeting to be considered for that meeting. Incomplete applications will not be accepted, which will delay the permitting process. The 60 day period for ECC review will not begin until the Village Manager has received all required information. Homeowners will be notified in writing about the disposition of their application once it has been reviewed by the ECC. Fees for multiple applications may be combined, however, if used in combination with an application for an addition/sunroom/screen room/deck with roof, the \$155 fee and \$10,000 liquidated damages deposit will apply.

Important Conditions of Making any Changes to Existing Property

- No trees measuring six (6) inches or more in diameter at one (1) foot above ground level may be removed without the written approval of the Association. All plans will indicate where trees of this nature are proposed to be removed and replaced.
- There is a recorded easement around all lots platted within the boundaries of Lake Linganore at Eaglehead community for the benefit of the Association. The easement on each lot is 6 (six) feet on each side of the lot and 10 (ten) feet on the road frontage of the lot.\* If anything is located in that easement that prevents access by the Association, the Association will remove the item at the owners expense and the Association will not be responsible for replacing the item(s). The Association will always notify the "Lot owner of Record" if this need occurs with as much notification time as possible, except in the case of an emergency. \*ref: Lake Linganore Covenants, Article VII, Section 8
- In addition to submitting the Lake Linganore ECC application, the homeowner is responsible for obtaining all necessary building permits and/or variances and observing all zoning ordinances as required by Frederick County.

How to Complete This Form

Place a check in the check box and include each required item of information. **Applications will not be accepted unless each of the items below is provided.**

STREET ADDRESS: \_\_\_\_\_ VILLAGE: \_\_\_\_\_ LOT NO.: \_\_\_\_\_

APPLICANT NAME: \_\_\_\_\_  Owner  Renter OWNER NAME: \_\_\_\_\_

HOME PHONE: \_\_\_\_\_ WORK PHONE: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

- \$25.00 Application Fee
- Site plan showing location of home, fence, gates, and lot lines. Indicate height of fence. Note: Fences are not to be constructed over four (4) feet high.
- Current photos of property including house from all applicable angles.
- Indicate any secondary fencing to be used. Note: Secondary fencing (if any) must be attached to the inside of the wood fence perimeter and must consist of a "turkey" style metal fence that must be vinyl coated and green or black in color.
- Provide picture of proposed fence or manufacturers brochure showing style of fence.
- Materials list: Natural materials that blend in with landscape of Lake Linganore at Eaglehead community. If fence is to be sealed, provide sample of proposed paint or stain color. Note: all proposed colors/stains must adhere to ECC guidelines to be approved.
- Permission from adjacent lot owners is recommended when fence is to be placed less than 18 inches within all property lines.

CONDITIONS OF APPROVAL

I understand that approval does not relieve me of the responsibility to secure any and all necessary building permits, variances and/or observing all local zoning ordinances. If approved by the Environmental Control Committee (ECC), I agree to make the changes under the terms and conditions specified in the letter of approval. All improvements must be on my property or property lines. If any portion of the Association's property is disturbed or damaged by either my contractor, or myself then I agree to be held responsible for the same and to restore the common elements to their original condition(s). You will be notified in writing of the decision of the Committee within Sixty (60) days of our receipt of the application. By approving this request, the Association is not assuming any responsibility for the safety, construction, operation, maintenance, accident, injury or claim that may arise from the change in the property. A final inspection by LLA is required upon completion of all projects. Please contact the LLA office to schedule an inspection.

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SIGNATURE OF OWNER: \_\_\_\_\_ DATE: \_\_\_\_\_

PLEASE RETURN TO LAKE LINGANORE ASSOCIATION OFFICE COMPLETE WITH ALL ATTACHMENTS.

**FOR COMMITTEE / ADMINISTRATIVE USE ONLY**

Date Received: \_\_\_\_\_

Fees Received: \_\_\_\_\_

The request for the above project has been:

APPROVED

APPROVED WITH CONDITIONS: \_\_\_\_\_

DISAPPROVED: \_\_\_\_\_

Village Manager / Committee Member Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Lake Linganore Association, Inc.  
Environmental Control Committee

App No.: \_\_\_\_\_

Application for a Boat Dock

General Information

Completed applications and payment must be submitted to the LLA Village Manager no later than the Friday prior to the next monthly ECC meeting to be considered for that meeting. Incomplete applications will not be accepted, which will delay the permitting process. The 60 day period for ECC review will not begin until the Village Manager has received all required information. Homeowners will be notified in writing about the disposition of their application once it has been reviewed by the ECC. Fees for multiple applications may be combined, however, if used in combination with an application for an addition/sunroom/screen room/deck with roof, the \$155 fee and \$10,000 liquidated damages deposit will apply.

Important Conditions of Making any Changes to Existing Property

- No trees measuring six (6) inches or more in diameter at one (1) foot above ground level may be removed without the written approval of the Association. All plans will indicate where trees of this nature are proposed to be removed and replaced.
- There is a recorded easement around all lots platted within the boundaries of Lake Linganore at Eaglehead community for the benefit of the Association. The easement on each lot is 6 (six) feet on each side of the lot and 10 (ten) feet on the road frontage of the lot.\* If anything is located in that easement that prevents access by the Association, the Association will remove the item at the owners expense and the Association will not be responsible for replacing the item(s). The Association will always notify the "Lot owner of Record" if this need occurs with as much notification time as possible, except in the case of an emergency. \*ref: *Lake Linganore Covenants, Article VII, Section 8*
- In addition to submitting the Lake Linganore ECC application, the homeowner is responsible for obtaining all necessary building permits and/or variances and observing all zoning ordinances as required by Frederick County.

How to Complete This Form

Place a check in the check box and include each required item of information. **Applications will not be accepted unless each of the items below is provided.** Please note that docks may not exceed 200 total square feet exclusive of walkway and that electrical lighting is not permitted on docks/piers or walkways.

STREET ADDRESS: \_\_\_\_\_ VILLAGE: \_\_\_\_\_ LOT NO.: \_\_\_\_\_

APPLICANT NAME: \_\_\_\_\_  Owner  Renter OWNER NAME: \_\_\_\_\_

HOME PHONE: \_\_\_\_\_ WORK PHONE: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

- \$25 Application Fee plus \$5 for Dock plaque with registration number.
- Site plan showing proposed location of dock, anchor posts, and walkways.
- Current photos of property including house from all applicable angles.
- Dimensions of object including length, width, and total square footage of all piers, docks and walkways.
- Description of how the dock will be accessed.
- Materials list: Detailed information on the anchor system, floatation devices, and electrical connectivity, if any.

**CONDITIONS OF APPROVAL**

I understand that approval does not relieve me of the responsibility to secure any and all necessary building permits, variances and/or observing all local zoning ordinances. If approved by the Environmental Control Committee (ECC), I agree to make the changes under the terms and conditions specified in the letter of approval. All improvements must be on my property or property lines. If any portion of the Association's property is disturbed or damaged by either my contractor, or myself then I agree to be held responsible for the same and to restore the common elements to their original condition(s). You will be notified in writing of the decision of the Committee within Sixty (60) days of our receipt of the application. By approving this request, the Association is not assuming any responsibility for the safety, construction, operation, maintenance, accident, injury or claim that may arise from the change in the property. A final inspection by LLA is required upon completion of all projects. Please contact the LLA office to schedule an inspection.

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SIGNATURE OF OWNER: \_\_\_\_\_ DATE: \_\_\_\_\_

PLEASE RETURN TO LAKE LINGANORE ASSOCIATION OFFICE COMPLETE WITH ALL ATTACHMENTS.

<b>FOR COMMITTEE / ADMINISTRATIVE USE ONLY</b>		Date Received: _____
The request for the above project has been:		Fees Received: _____
<input type="checkbox"/> APPROVED		
<input type="checkbox"/> APPROVED WITH CONDITIONS: _____		
<input type="checkbox"/> DISAPPROVED: _____		
Village Manager / Committee Member Signature: _____		Date: _____

Lake Linganore Association, Inc.  
Environmental Control Committee

App No.: \_\_\_\_\_

Application for Miscellaneous Projects

**General Information**

Completed applications and payment must be submitted to the LLA Village Manager no later than the Friday prior to the next monthly ECC meeting to be considered for that meeting. Incomplete applications will not be accepted, which will delay the permitting process. The 60 day period for ECC review will not begin until the Village Manager has received all required information. Homeowners will be notified in writing about the disposition of their application once it has been reviewed by the ECC. Fees for multiple applications may be combined, however, if used in combination with an application for an addition/sunroom/screen room/deck with roof, the \$155 fee and \$10,000 liquidated damages deposit will apply.

**Important Conditions of Making any Changes to Existing Property**

- No trees measuring six (6) inches or more in diameter at one (1) foot above ground level may be removed without the written approval of the Association. All plans will indicate where trees of this nature are proposed to be removed and replaced.
- There is a recorded easement around all lots platted within the boundaries of Lake Linganore at Eaglehead community for the benefit of the Association. The easement on each lot is 6 (six) feet on each side of the lot and 10 (ten) feet on the road frontage of the lot.\* If anything is located in that easement that prevents access by the Association, the Association will remove the item at the owners expense and the Association will not be responsible for replacing the item(s). The Association will always notify the "Lot owner of Record" if this need occurs with as much notification time as possible, except in the case of an emergency. \*ref: Lake Linganore Covenants, Article VII, Section 8
- In addition to submitting the Lake Linganore ECC application, the homeowner is responsible for obtaining all necessary building permits and/or variances and observing all zoning ordinances as required by Frederick County.

**How to Complete This Form**

Place a check in the check box and include each required item of information. Applications will not be accepted unless each of the items below is provided.

STREET ADDRESS: \_\_\_\_\_ VILLAGE: \_\_\_\_\_ LOT NO.: \_\_\_\_\_

APPLICANT NAME: \_\_\_\_\_  Owner  Renter OWNER NAME: \_\_\_\_\_

HOME PHONE: \_\_\_\_\_ WORK PHONE: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

- \$25.00 Application Fee.
- Current photos of property including house from all applicable angles.
- Any documents used for County approval.
- Detailed description of project including site plans, materials, timelines, etc. \_\_\_\_\_

Additional information may be requested by the Village Manager upon review of the application.

**CONDITIONS OF APPROVAL**

I understand that approval does not relieve me of the responsibility to secure any and all necessary building permits, variances and/or observing all local zoning ordinances. If approved by the Environmental Control Committee (ECC), I agree to make the changes under the terms and conditions specified in the letter of approval. All improvements must be on my property or property lines. If any portion of the Association's property is disturbed or damaged by either my contractor, or myself then I agree to be held responsible for the same and to restore the common elements to their original condition(s). You will be notified in writing of the decision of the Committee within Sixty (60) days of our receipt of the application. By approving this request, the Association is not assuming any responsibility for the safety, construction, operation, maintenance, accident, injury or claim that may arise from the change in the property. A final inspection by LLA is required upon completion of all projects. Please contact the LLA office to schedule an inspection.

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SIGNATURE OF OWNER: \_\_\_\_\_ DATE: \_\_\_\_\_

PLEASE RETURN TO LAKE LINGANORE ASSOCIATION OFFICE COMPLETE WITH ALL ATTACHMENTS.

<b>FOR COMMITTEE / ADMINISTRATIVE USE ONLY</b>		Date Received: _____
		Fees Received: _____
The request for the above project has been:		
<input type="checkbox"/> APPROVED		
<input type="checkbox"/> APPROVED WITH CONDITIONS: _____		
<input type="checkbox"/> DISAPPROVED: _____		
Village Manager / Committee Member Signature: _____		Date: _____

Lake Linganore Association, Inc.  
Environmental Control Committee

App No.: \_\_\_\_\_

POST CONSTRUCTION APPLICATION FORM

General Information

The Post ECC Application must be submitted to the Village Manager when an exterior project has commenced or been completed without prior submission to and approval by the ECC. Please submit this application and attach an original application that is specific to the type of project, including all required information. An application will not be processed until all exhibits are submitted and are in order. Note: there is a post application fee of \$100 per application in addition to the original application fee for changes to existing property. The post application fee for a new home is \$1000 in addition to the original application fee. NOTE: Submission of a Post Application does not guarantee that the project(s) will be approved. Owners may be required to remove structures that are not approved by the ECC.

How to Complete This Form

Place a check in the check box and include each required item of information. Applications will not be accepted unless each of the items below is provided.

STREET ADDRESS: \_\_\_\_\_ VILLAGE: \_\_\_\_\_ LOT NO.: \_\_\_\_\_

APPLICANT NAME: \_\_\_\_\_  Owner  Renter OWNER NAME: \_\_\_\_\_

HOME PHONE: \_\_\_\_\_ WORK PHONE: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

\$25 Standard Fee and \$100 Post Application Fee= \$125 X Number of Projects \_\_\_\_\_ = \$ \_\_\_\_\_

\$155 Major Project Fee and \$100 Post Application Fee=\$255

\$750 New Home Fee and \$1,000 Post Application Fee New Home=\$1750

Attach completed appropriate application with all required information.

Type of project(s) included in this application:  
(Check all that apply)

- Addition / Sunroom / Screen Room / Deck with Roof
- Boat Dock
- Deck
- Fence
- Playset
- Retaining Wall or Landscape Change
- Shed
- Change Color or Siding Type
- Other: \_\_\_\_\_

SIGNATURE OF OWNER: \_\_\_\_\_ DATE: \_\_\_\_\_

PLEASE RETURN TO LAKE LINGANORE OFFICE COMPLETE WITH ALL ATTACHMENTS.

FOR COMMITTEE / ADMINISTRATIVE USE ONLY	
The request for the above project has been:	Date Rec'd: _____
<input type="checkbox"/> APPROVED	Fees Rec'd: _____
<input type="checkbox"/> APPROVED WITH CONDITIONS: _____	
<input type="checkbox"/> DISAPPROVED: _____	
Village Manager / Committee Member Signature: _____	DATE: _____

Lake Linganore Association, Inc.  
Environmental Control Committee

App No.: \_\_\_\_\_

**Application for Construction of a Retaining Wall or Landscape Change**

General Information

Completed applications and payment must be submitted to the LLA Village Manager no later than the Friday prior to the next monthly ECC meeting to be considered for that meeting. Incomplete applications will not be accepted, which will delay the permitting process. The 60 day period for ECC review will not begin until the Village Manager has received all required information. Homeowners will be notified in writing about the disposition of their application once it has been reviewed by the ECC. Fees for multiple applications may be combined, however, if used in combination with an application for an addition/sunroom/screen room/deck with roof, the \$155 fee and \$10,000 liquidated damages deposit will apply.

Important Conditions of Making any Changes to Existing Property

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- In addition to submitting the Lake Linganore ECC application, the homeowner is responsible for obtaining all necessary building permits and/or variances and observing all zoning ordinances as required by Frederick County.

How to Complete This Form

Place a check in the check box and include each required item of information. Applications will not be accepted unless each of the items below is provided.

STREET ADDRESS: \_\_\_\_\_ VILLAGE: \_\_\_\_\_ LOT NO.: \_\_\_\_\_

APPLICANT NAME: \_\_\_\_\_  Owner  Renter OWNER NAME: \_\_\_\_\_

HOME PHONE: \_\_\_\_\_ WORK PHONE: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

- \$25.00 Application Fee
- Site plan indicating existing structure(s) and land contours.
- Current photos of property including house from all applicable angles.
- Show proposed retaining wall or landscaping with new proposed contours of the lot and all of the existing structure(s) affected by the change.
- Materials list for any structure.
- Please refer to the "Important Conditions" section of this document regarding removal and replacement of trees.

CONDITIONS OF APPROVAL

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SIGNATURE OF OWNER: \_\_\_\_\_ DATE: \_\_\_\_\_

PLEASE RETURN TO LAKE LINGANORE ASSOCIATION OFFICE COMPLETE WITH ALL ATTACHMENTS.

**FOR COMMITTEE / ADMINISTRATIVE USE ONLY**

Date Received: \_\_\_\_\_  
Fees Received: \_\_\_\_\_

The request for the above project has been:

- APPROVED
- APPROVED WITH CONDITIONS: \_\_\_\_\_

DISAPPROVED: \_\_\_\_\_

Village Manager / Committee Member Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Lake Linganore Association, Inc.  
Environmental Control Committee

App No.: \_\_\_\_\_

Application for Construction of a Shed

General Information

Completed applications and payment must be submitted to the LLA Village Manager no later than the Friday prior to the next monthly ECC meeting to be considered for that meeting. Incomplete applications will not be accepted, which will delay the permitting process. The 60 day period for ECC review will not begin until the Village Manager has received all required information. Homeowners will be notified in writing about the disposition of their application once it has been reviewed by the ECC. Fees for multiple applications may be combined, however, if used in combination with an application for an addition/sunroom/screen room/deck with roof, the \$155 fee and \$10,000 liquidated damages deposit will apply.

Important Conditions of Making any Changes to Existing Property

- No trees measuring six (6) inches or more in diameter at one (1) foot above ground level may be removed without the written approval of the Association. All plans will indicate where trees of this nature are proposed to be removed and replaced.
- There is a recorded easement around all lots platted within the boundaries of Lake Linganore at Eaglehead community for the benefit of the Association. The easement on each lot is 6 (six) feet on each side of the lot and 10 (ten) feet on the road frontage of the lot.\* If anything is located in that easement that prevents access by the Association, the Association will remove the item at the owners expense and the Association will not be responsible for replacing the item(s). The Association will always notify the "Lot owner of Record" if this need occurs with as much notification time as possible, except in the case of an emergency. \*ref: Lake Linganore Covenants, Article VII, Section 8
- In addition to submitting the Lake Linganore ECC application, the homeowner is responsible for obtaining all necessary building permits and/or variances and observing all zoning ordinances as required by Frederick County.

How to Complete This Form

Place a check in the check box and include each required item of information. Applications will not be accepted unless each of the items below is provided. Please note the guidelines for building a shed are as follows: All sheds / Exterior Storage Structures regardless of home type shall be placed on a level surface and be maintained in accordance with LLA covenants regarding exterior maintenance of a home. Detached Homes: Every single-family house must have a service yard or an exterior space for storage of unsightly utilitarian items, out of sight of the neighbors in their houses, yards and streets. The Covenants do not allow basements to be used in lieu of service yards. An approved storage shed may suffice. The combined shed and fenced service yard should be at least one hundred (100) square feet in size. Sheds must conform in design, materials, and colors, to the existing home unless concealed under a deck that is completely screened with lattice or like material. Steel, vinyl, aluminum, or other non-wood sheds are prohibited on any viewable part of a lot. In general, shed size is limited to 160 square feet unless applicant requests and receives an exception from the ECC. Space in a garage may substitute for a service yard only if one hundred (100) square feet of the garage is available in addition to one hundred and fifty feet (150) square feet for each vehicle space. Townhouses Enclosed by a Privacy Fence. Sheds / Exterior Storage Structures may not exceed the height of the privacy fence and must be placed in one of the four corners of the lot. Sheds / Exterior Storage Structures must conform to the color and appearance of the unit and must have either true lap siding or a molded horizontal siding appearance. Townhouses Not Enclosed by a Privacy Fence. If there is no existing dividing fence on the property, one must be installed. Sheds / Exterior Storage Structures may not exceed the height of the privacy fence. Proposed shed must be screened on two adjacent sides with privacy fence and must conform to the color and appearance of the unit and must have either true lap siding or a molded horizontal siding appearance. \*\*See attached styles of approvable shed / exterior storage structures.\*\*

STREET ADDRESS: \_\_\_\_\_ VILLAGE: \_\_\_\_\_ LOT NO.: \_\_\_\_\_

APPLICANT NAME: \_\_\_\_\_  Owner  Renter OWNER NAME: \_\_\_\_\_

HOME PHONE: \_\_\_\_\_ WORK PHONE: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

- \$25.00 Application Fee
- Site plan showing house location with proposed location of shed. Distances must be clearly shown.
- Current photos of property including house from all applicable angles.
- Material list and / or photos to be used including foundation, supports, walls, roof, etc.
- Proposed color of shed along with picture of existing house to show that shed will compliment color scheme of house.

CONDITIONS OF APPROVAL

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SIGNATURE OF OWNER: \_\_\_\_\_ DATE: \_\_\_\_\_

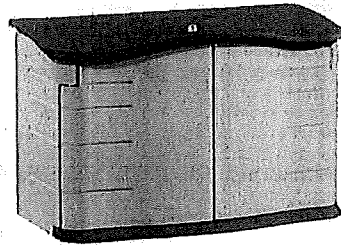
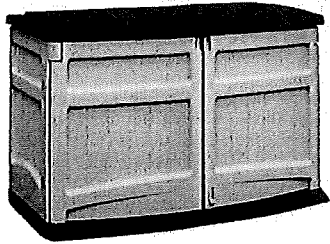
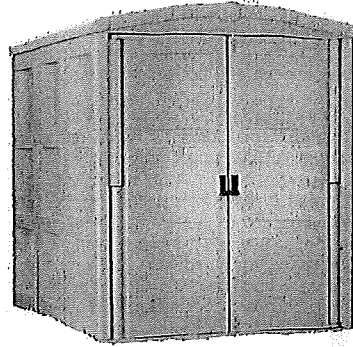
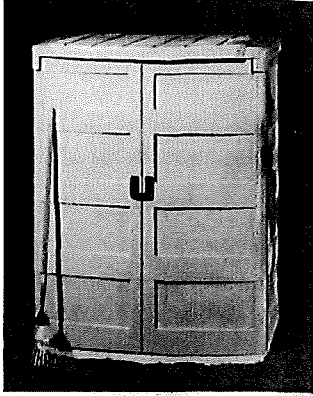
PLEASE RETURN TO LAKE LINGANORE ASSOCIATION OFFICE COMPLETE WITH ALL ATTACHMENTS.

<b>FOR COMMITTEE / ADMINISTRATIVE USE ONLY</b>		Date Received: _____
The request for the above project has been:		Fees Received: _____
<input type="checkbox"/> APPROVED		
<input type="checkbox"/> APPROVED WITH CONDITIONS:		
_____		
<input type="checkbox"/> DISAPPROVED:		
_____		
Village Manager / Committee Member Signature: _____	Date: _____	

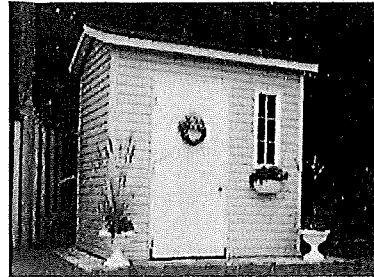
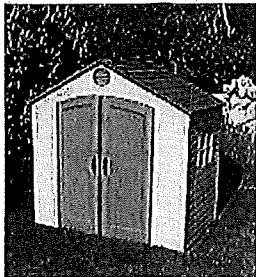
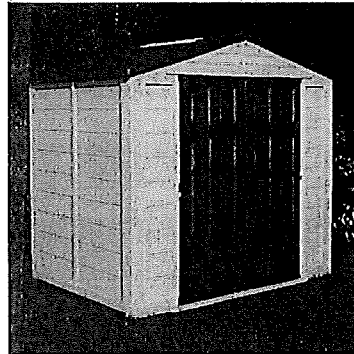
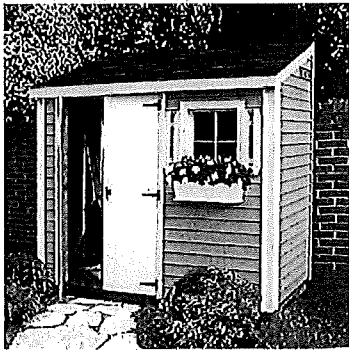


ECC Approvable / Non-Approvable Shed Styles

Non-Approvable Styles



Approvable Styles





# Lake Linganore Association, Inc.

The Lake Linganore Association, Inc. (LLA) Board of Directors amended the Rules & Regulations of the association and the Builders Required Construction Bond / New Home & Major Projects Application Packets on November 7<sup>th</sup>, 2010.

Certified By:

*Thomas E. Roland*  
(Signature)

9 March 12  
(Date)

Thomas Roland  
Lake Linganore Association Inc.  
President

State of Maryland, County of Frederick, ss.

On this the 9 day of March, 2012, before me,  
(day) (month) (year)

Thomas Roland, the above signed officer, personally appeared,  
(LLA officer)  
who acknowledged himself to be the President of Lake  
(Officer's Title)

Linganore Association, Inc., a corporation, and that he, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as

Thomas Roland, Lake Linganore Association Inc.  
(Officer's Name / Corporation (HOA) Name)

In witness where of I hereunto set my hand and official seal.

Notary Public: *Dary L. Jenkins*  
(Notary Signature)

**GARY L. JENKINS**  
NOTARY PUBLIC  
FREDERICK COUNTY  
MARYLAND  
My Commission Expires 01/12/2016

RECORDING FEE 25.00  
TOTAL 25.00  
BASE FEE 20.00  
SIC 25.00  
NOTARY FEE 25.00



# Lake Linganore Association, Inc.

## RULES AND REGULATIONS

Revised February 2012

These Rules and Regulations have been adopted by the Board of Directors in furtherance of meeting the objectives and constraints under the Covenants and Bylaws.

### SECTION 1 - (Motor Boats / Playgrounds & Pools / Off Road Vehicles)

a) **Motor Boats on Lake Linganore Association Lakes:** Boats equipped with or using an internal combustion motor shall not be launched or operated on any lake on the Lake Linganore Association properties. A boat propelled by an internal combustion motor is authorized only for emergency, rescue, law enforcement, fire protection, or by the Association or a government agency for maintenance, security, and compliance purposes. Boats using electric battery motors and wind and any paddle driven boats may be operated on the lakes. Any boat operated or docked on the lakes or stored in an Association boat rack must display a current Association registration sticker. A trailered boat may be launched or recovered only at designated launching ramps. Any boat found in violation shall be removed and the owner shall have boating registration revoked.

b) **Playground and Pool Discipline:** Persons appointed or employed by the Association as lifeguards, guards, playground supervisors or instructors are authorized to enforce the Rules and Regulations established by the Board of Directors for recreation facilities and their use; and such lifeguards, guards, playground supervisors or instructors are authorized to exclude members and other persons from such recreational facilities for the remainder of the same day when such member or other person fails or refuse to comply with such rules or regulations.

c) **Off-the-Road Vehicles:** No 2,3, or 4 wheel "off-the-road" vehicles, as not commonly licensed by the State of Maryland, are allowed to be used on any Association property or the property of any member of the Association and, further, that no aircraft used for the conveyance of people be allowed to be used on any Association property or the property of any member, and further; that no snow track vehicles are allowed within the PUD, and further; that two and four-wheel drive trucks and vehicles which are commonly licensed as "RVs" or "MPVs" are restricted to use on the established roads of Lake Linganore. The only exception to these two- and four-wheel drive trucks and vehicles for official off-road use is for official emergency and law enforcement vehicles, Lake Linganore service and security vehicles and local government vehicles. Also excepted are "golf carts" for on-road use only and on specifically designated pathways. All such excepted vehicles shall be operated only by State licensed operators and shall honor all rules and laws as commonly respected by automobiles and other legally licensed vehicles on the roads of Lake Linganore and so on the public roads of Maryland. These restrictions are established in the interest of safety of residents, for the protection to Association and private property, to provide for the preservation of the values of property and amenities in the said community, and to maintain a community primarily residential in nature. It being further understood that the first

violation of any of the above will result in a "TRESPASS" or "IMPROPER VEHICLE USE" notice to the owner and the second violation will result in appropriate further action.

**SECTION 2 - Firearms/Air Rifles/BB Guns/Bow and Arrows**

a) It shall be unlawful to discharge a rifle, an air rifle, or air or gas gun of any kind, or to discharge with force a pellet of any kind, or to discharge an arrow from a bow (except in designated areas), a sling shot, a shot gun, gun or any fire arm or weapon from which a shot or other object is discharged, within the PUD of Lake Linganore at Eaglehead, whether on private property or on Association property.

b) It shall be unlawful to carry within the PUD of Lake Linganore at Eaglehead a gun or any of the items described in paragraph a) above, while loaded with shell, cartridge or projectile.

c) It shall be unlawful to hunt, target, or skeet shoot on the property known as Lake Linganore at Eaglehead at any time.

*(The single exception the carrying of loaded weapons so described or the discharge of such will be those officials of a Sheriff's department, a Maryland or Federal law enforcement officer in the official business of their office.)*

**SECTION 3 - Barking Dogs, Fowl and Loose Pets**

a) Frederick County Code, Chapter 1-5, Articles I & II, are formally adopted as consistent with the Lake Linganore Animal and Fowl regulations and restrictions.

b) It Recognition and observance by Lake Linganore residents and guests of the named Frederick County Code will be the responsibility of the individual member and their guests, and such members may expect a citation of violation be the Association for any such violation, as well as those which may be evidenced from Frederick County.

**SECTION 4 - Trash, Debris, Garbage and Refuse**

*In addition to the stipulations of the Covenants under Article VII, paragraph 25, the following conditions will be observed by each property owner or resident:*

a) Trash, debris, garbage and refuse of any kind will not be put out for pickup before the evening proceeding the established and regular pickup day for the specific home by the collector. Trash, debris, garbage and refuse will be placed for pickup in covered containers designed specifically for the purpose and will exclude plastic bags, paper or wood boxes and paper bags. Following the scheduled pickup the container will be replaced in the proper area of the residence, out of sight, no later than the evening following the pickup.

- b) LLA does not provide collection service for any refuse other than household waste. Residents are responsible for disposal of any appliances, furniture, hazardous waste, large bulky items, or any other item not accepted by the contracted waste hauler.
- c) Trash, debris, garbage and refuse will not be dumped on any area, private or otherwise, of the PUD of Lake Linganore by any resident, developer, builder or any other person. Such dumping will be a violation of the Covenants and will result in a citation and possible fine as well as the clean up cost to the person(s) dumping the material. This is understood to include all types of building material waste as well as household material.

#### **SECTION 5 - Unlicensed and/or Abandoned Vehicles**

*In addition to the stipulations of the Covenants under Article VII, paragraph 22, the following condition will be observed by each property owner or resident:*

- a) The parking of an unlicensed (currently unregistered in Maryland or any other state for legal road travel on the date of discovery), any junked, partially assembled or disassembled, and/or abandoned vehicles, including cars, trucks, trailers, campers, motorcycles, or any normal powered or towed vehicle is not permitted within the PUD of Lake Linganore, either on private property or any other property.

#### **SECTION 6 - Vehicles on Amenity Ground Area**

- a) No vehicles are allowed on the amenity areas, i.e. parks, trails, paths, dams, playing fields, beaches, tennis courts, lakes, etc. with the exception of designated parking areas, and anyone found in violation will be both financially responsible for any damage to the amenity and will also be subject to citation of Trespass by the Association.
- b) Such vehicles include cars, buses, trucks, trailers, recreation type vehicles, motorcycles, mini-bikes, dirt bikes, three wheel vehicles, any ATVs, snowmobiles, tractors, helicopters, gasoline powered boats, and such similar type vehicles, powered or unpowered.
- c) Exceptions to this Section 6 include Association, public service, and/or county or state owned vehicles on official business, or recognized builders or developers in the specific act of providing utilities or services to a lot or to areas being developed at that time under an approved plan.

#### **SECTION 7 - Application for Exterior Alteration**

Property owners are required by LLA covenants to submit an application for any significant alteration to the exterior of the subject property. Application forms are available at the Lake Linganore Office and on the LLA website and must be completed according to their respective instructions to be acceptable for review. Applications are subject to review and approval by the LLA ECC Administrator or committee. Below are the applicable categories and application fees for various types of projects.

- a) **Repair** – A homeowner who is replacing/maintaining an existing structure with like for like materials (e.g. replacing a roof with same color/make of shingle, repairing an existing deck, etc) is not required to submit an ECC application. No fee is required.
- b) **Minor Projects** – A homeowner making alterations to their property must complete an ECC application and it must be approved by the ECC prior to work commencing. These alterations include, but are not limited to: repainting using new colors, replacing any windows and/or doors, fences, decks, modification to a driveway, landscape/drainage modifications, retaining walls, awnings, sheds, roofing, siding, chimney, solar panels, relocation of utilities, propane tanks, etc. There is a \$20 application fee for minor projects.
- c) **Major Projects** - A homeowner making alterations to their property must complete an ECC application and it must be approved by the ECC prior to work commencing. The property owner may also (based on the scope of project) be required to execute a Construction Authorization Contract with LLA. These alterations include, but are not limited to: additions, sunrooms, in-ground swimming pools, detached garages, etc. There is an application fee for major projects and an additional compliance deposit for major projects.
- d) **New Home** – A property owner requesting to build a new home must complete an ECC application and it must be approved by the ECC prior to work commencing. The property owner is also required to execute a Construction Authorization Contract with LLA. There is an application fee for major projects and an additional compliance deposit for major projects.

**SECTION 8 - 8" Siding to Grade**

- a) **Front and side elevations:** If exposed textured foundation has more than two feet of exposed foundation then appropriate foundation plantings (landscaping) are required to shelter the view of the foundation. Landscape plans are to be submitted to the ECC with house plans for approval.
- b) **Rear elevations:** when more than four feet of the textured (patterned) concrete foundation is exposed then steps must be taken to break up the look of the solid foundation wall. Appropriate options could include installations of additional windows, sliding glass doors, double level decking or other similar actions. Should a chimney run down the rear of the house, bricking or stone work used for the chimney should be carried to ground level. Appropriate landscaping and shrubs should be planted to further minimize visibility of exposed textured foundation. Builder/developer plans for breaking the appearance of the wall to be submitted with house plans for approval by the ECC.
- c) **Grading:** grading of lot with exposed textured concrete will be done to minimize amount of exposed foundation while remaining consistent with controlled stormwater runoff requirements.
- d) **Exposed block/untextured concrete:** is not acceptable, will require siding be brought down over these foundation walls to eight inches of grading.

**SECTION 9 – Maintenance of Right-of-Ways & Winter Weather Plans**

- a) **Maintenance of Right-of-Ways**

After a sidewalk has been improved or constructed within the road right-of-way, either alone or in combination with a driveway entrance, the owner of land abutting the street area in which the sidewalk has been constructed shall be responsible for maintaining the driveway entrance in good repair; as well as insuring that the area is clear of snow, leaves, dirt, mud, rocks and any other debris. The owner shall also be responsible for maintaining the sidewalk, including snow removal and keeping the area free of debris. The owner of land abutting the area in which the sidewalk has been constructed shall also be responsible for maintaining the space between the sidewalks and the curbs of the roadway or edge of road pavement and between the sidewalk and property line. This includes keeping swales and culverts free of weeds, leaves and other obstructions. After a driveway has been constructed, it shall be deemed a part of the sidewalk whether or not there is a sidewalk improvement extending along the balance of the frontage of the property for the purposes of maintenance. Requirements relating to the construction or reconstruction of the sidewalk as provided in this paragraph for lots not adjacent to County roads shall be found in the ECC process.

**b) *Winter Weather Plan***

The LLA Winter Weather Plan is to be enacted anytime there is the potential for a winter precipitation event including snow, sleet and / or freezing rain as pronounced by the National Weather Service.

The purpose of this plan is to ensure that roadways are clear of vehicle traffic and parked cars to allow for the safe passage of snow removal equipment and / or emergency service vehicles.

This plan will go into effect no more than eight hours prior to the forecasted weather event and will remain in effect no more than eight hours after precipitation has ceased.

The following roads are deemed as snow emergency routes. Parking along these roads will be prohibited during the storm event once the plan is enacted. Vehicles parked along these roads during a storm event can be towed at the owner's expense.

***Snow Emergency Routes:***

- ASPEN - Accipiter Drive
- BALMORAL - Balmoral Ridge (includes mailbox area)
- COLDSTREAM - Coldstream Drive
- COLDSTREAM - Coolfont Crossing
- Eaglehead Drive (east and west)
- MEADOWS - Fox Chase Road
- MEADOWS - Fox Chase Crossing
- MEADOWS - Meadowlake Road
- NIGHTINGALE - Nightingale Court
- NORTH SHORE - North Shore Way
- PINEHURST - Old Barn Road
- PINEHURST - Pinehurst Drive
- PINEHURST - Rockledge Road
- PINEHURST - Twin Lake Drive
- PINEHURST - Hemlock Point Road

- PINEHURST - Lakeridge Road (and East and West)
- PINEHURST - Edgewood Road
- PINEHURST - Beach Drive
- WOODRIDGE – Woodridge Dr.
- WOODRIDGE – Woodrise Rd.

#### ***Designated Parking Areas During Snow Events***

- Hemlock Point Rd. at East Lakeridge Gravel Pull off (7 Cars)
- Coldstream Pool Parking Lot
- Eaglehead Dr Pull off Across from Meadows mailboxes (4 Cars)

#### **General Information**

Residents and lot owners are asked to inform the LLA office of any personal emergency necessities such as the need for daily access for medical care. A list of critical care residents will be maintained at the LLA office for the snow season.

Four-wheel drive and snowmobile owners are asked to be available to assist neighbors with emergency medical access needs or other service assistance. A list of volunteer drivers will be maintained at the LLA office for use in case of emergency. Contact the office by calling 301-831-6400, ext. 17.

Linganore residents with professional medical backgrounds also are asked to volunteer in cases of snow emergency. These individuals should be available to assist neighbors with emergency medical care within skill level. A list of emergency medical care volunteers will be maintained at the LLA office for use in case of emergency. Those interested in volunteering should contact the LLA office at the number listed above.

In addition, residents are asked to do the following in snow emergency situations:

- Do not park on the streets; park in your garage or driveway so that snow plows can do their job and emergency vehicles can get through, if needed.
- Clear snow from your driveways, parking areas, heating compressors, mailboxes, nearby fire hydrants, storm drains and trash container areas.
- Report hazards and areas in need of maintenance to the association by calling 301-831-6400, ext. 10, 13, 17. In case of an emergency involving community roads and properties after office hours, call 301-293-3802. The information will immediately be reported to LLA officials.

#### **SECTION 10 - Silt Fence Policy**

*In order to prevent the erosion of soil, particularly into the lakes, the following policy is recommended.*



- a) Lake front property only: Erosion control shall be silt fence supported by chain link fence on metal fence posts (super silt fence) installed in locations approved by the ECC Administrator.
- b) All other property: Erosion control shall be silt fence supported on wooden silt fence posts (2" X 2").

#### **SECTION 11 - Solicitation Policy**

Solicitation within the Lake Linganore Community is permitted under the following conditions and approved by the Board of Directors July 29, 1996.

- a) Non-Profit Organizations: solicitors must obtain a permit from the General Manager for the period that door to door solicitation will be done.
- b) Profit Groups/Individuals: are not permitted to solicit in Lake Linganore door to door.
- c) Businesses: such as Schwann's and M&M Ice Cream are allowed to traverse the community but, are prohibited from soliciting door to door.

#### **SECTION 12 – Exterior of Property**

##### ***Temporary Seasonal Items***

Items such as plastic/inflatable pools, trampolines, tents, temporary canopies, any other inflatable items or any other temporary item may only be placed on private property. These items may only be placed in the rear yards on the property and should be kept neat in appearance. Temporary basketball hoops must be registered with the Lake Linganore Association and may not be left in, or adjacent to, a yard or street when not in use. All aforementioned items must be removed and properly stored when not in use. Approval by the Lake Linganore Association Environmental Control Committee (ECC) may be required for large or unusual items.

##### ***Exterior Lighting***

Exterior lighting such as string lights, holiday lights, or other non-permanent lighting (such as lamp posts) may only be temporarily displayed for a holiday related event. These temporary lights may not remain displayed year-round and must be removed within 10 days after the holiday related to the light display.

##### ***Holiday Displays***

Plastic and inflatable holiday displays, ornaments placed in trees and/or shrubs, or any other holiday decorations may not remain displayed year-round and must be removed within 10 days after the holiday related to the display.

##### ***Discharge of Fireworks***

Discharging of any type of fireworks on Lake Linganore Association property, unless specifically authorized by the Lake Linganore Association Board of Directors, is prohibited. Discharging of fireworks on private property must be in accordance with Maryland State Law.

**SECTION 13 – Common Area/ Right-Of-Way / Easements and Amenity Rules**

- a) **Usage:** No structure, plantings or other material shall be placed in the rights-of-ways, easement areas or on any common area for personal use or enjoyment which might damage or interfere with the permitted uses. Any exceptions must be approved by the ECC. Rights-of-ways and easement areas reserved or dedicated to the LLA or to public utility purposes shall be maintained by each adjacent lot owner. Any violation of these Rules and Regulations are subject to enforcement action and correction by the LLA and may be subject to fines and reimbursement of costs to correct the actions.
- b) **Proof of Membership:** As the Association has substantial Common Properties and amenities, it has been necessary for the Association to implement membership ID cards for the use of the Common Properties and amenities of the Association. All Members in Good Standing (as defined in Article I of the Bylaws) shall receive membership ID cards. All full-time residents shall receive a Resident ID card. This will include spouse of member, member partner, dependent children, extended family, renters and others who provide evidence of full-time residency. ID cards must be carried while on the common areas and while using any LLA amenity. Failure to provide proof of membership when requested may result in such person's removal from the Common Properties and amenities of the Association.
- c) **Guests:** A Member in Good Standing and any full-time Resident who has been issued an ID card may have up to 10 guests on the Common Properties and amenities of the Association without prior approval from the Board of Directors or the Association. The cumulative number of guests of all members of any given housing unit shall not exceed 10 guests on the Common Properties and amenities of the Association without prior approval from the Board of Directors or the General Manager. Failure to comply with these requirements shall be a violation of these Rules and Regulations and shall be subject to enforcement action by the Association.

Tenants with membership cards and minor children 12 years and older and other family and household members of a Member in Good Standing shall be permitted to have a maximum of two (2) guests on the Common Properties and amenities of the Association without the presence of the Member in Good Standing. No exceptions shall be allowed and failure to comply shall be a violation of these Rules and Regulations and subject to enforcement action by the Association. Additionally, the Association, by and through its designated employees or agents may require the removal of the unauthorized guests.

- d) **Trails:** The trails and esplanade that are part of the Association's Common Properties shall be used to traverse the Association's Common Properties by foot, bicycle and golf cart registered with the Association in accordance with adopted Rules and Regulations. There shall be no loitering or gathering on such Common Properties. Such loitering and gathering that impedes the intended use of the trail, esplanade and other such Common Properties shall be a violation of these Rules and Regulations and may be subject to enforcement by the Association.

- e) **Dogs:** In addition to all applicable Frederick County laws and regulations and other Rules and Regulations of the Association, all dogs shall be maintained on a leash and under the control at all times while on the Common Properties of the Association. Additionally, leashed dogs are allowed on the beaches within the Common Properties of the Association between the hours of 7:00 a.m. until 10:00 p.m. except during the period from Memorial Day until Labor Day. During this period from Memorial Day until Labor Day, leashed dogs will only be allowed on the beaches within the Common Properties of the Association between the hours of 7:00 p.m. and 10:00 p.m. There will be no exceptions to this requirement and failure to comply shall be a violation of these Rules and Regulations and shall be subject to enforcement action by the Association.
- f) **Code of Conduct:** Members in Good Standing, family and household members, guests and tenants' and their guests shall maintain proper decorum at all times when on or using the Common Properties and amenities of the Association and shall refrain from offensive language and behavior. Failure to comply with this requirement shall be a violation of these Rules and Regulations and subject to enforcement action by the Association.
- g) **Enforcement Action:** In addition to all enforcement actions as may be authorized under the Lake Linganore Association, Inc. Due Process Enforcement Procedures, the following additional immediate enforcement actions may be taken.
- The Association may issue a citation in the form of a "ticket" on-site that will be followed up with a formal notice of violation in accordance with the Due Process Enforcement Procedures.
  - The Association may require removal of the offender from the Common Properties and amenities in accordance with Section I. H. 1. of the Due Process Enforcement Procedures. In such case, the Association shall be authorized to take the individual's membership card or LLA Amenities Pass and hold temporarily pending further enforcement action.
- h) **Hours of Operation of Amenities:** Unless otherwise provided in more specific rules and regulations of the Association, all amenities, excluding the trails, and including, but not limited to, recreational facilities, lakes, beaches, playgrounds and other such facilities, shall be open for use and enjoyment during the hours of 7:00 a.m. to 10:00 p.m. daily. The trails shall be open for use and enjoyment during the hours of 5:00 a.m. to 10:00 p.m. Use of these facilities outside of these hours of operation shall be subject to violation.

{end}



# Lake Linganore Association, Inc.

The Lake Linganore Association, Inc. held a Board of Directors meeting on August 6th, 2018 in which the Board passed by unanimous vote to replace the BUILDER PACKET with the revised and retitled NEW HOME CONSTRUCTION PACKET.

Certified By:

*[Signature]*  
(Signature)

8/6/18  
(Date)

Register 05  
LR - HOA Dep Amendment  
25.00

HOA Name: Lake  
Linganore Assn.  
Ref:

=====  
Total: 25.00  
09/12/2018 10:46  
CC10-DE  
#10968168 CC0601 -  
Frederick  
County/CC06.01.04 -

Brandon Frazier  
Lake Linganore Association Inc.  
President

State of Maryland, County of Frederick, ss.

On this the 6 day of August, 2018, before me,  
(day) (month) (year)

Brandon Frazier, the above signed officer, personally appeared,  
(LLA officer)

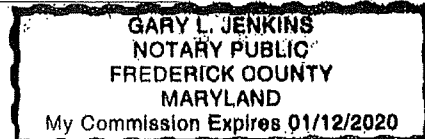
who acknowledged himself to be the President of Lake  
(Officer's Title)

Linganore Association, Inc., a corporation, and that he, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as

Brandon Frazier Lake Linganore Association  
(Officer's Name / Corporation (HOA) Name)

In witness where of I hereunto set my hand and official seal.

Notary Public: *[Signature]*  
(Notary Signature)



Policy Resolution

**Lake Linganore Association, Inc.**

RESOLUTION NUMBER 2018-002

**New Home Construction Packet**  
(replaces Builder Packet)

**WHEREAS**, Article VI, Section 1 of the Declaration of Conditions, Covenants, Restrictions, Easements and Charges Affecting the Real Property Known as Lake Linganore Planned Unit Development ("Declaration") establishes the Environmental Control Committee empowered to review, approve or deny all modifications and additions to lots within the project;

**WHEREAS**, Article VI, Section 1 of the Declaration provides that the Board of Directors may act in lieu of the Environmental Control Committee;

**WHEREAS**, Article IV, Section 11(d), of the By-Laws of the Association empowers the Board of Directors to adopt and establish rules, regulations, and guidelines (specifically including ECC Guidelines) governing Owners, Members, tenants and guests;

**WHEREAS**, Article IV, Section 11(d)b. in its entirety empowers the Board to establish rules, regulations and guidelines for the design, construction maintenance, repair and architectural control of the lots and improvements thereon including the ability to require and Owner and/or his contractor to entire into a contract for such purposes;

**WHEREAS** the Board of Directors wishes to require an Owner and his contractor to execute a contract for approval of and prior to the construction of improvements on a lot within the project; and

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Directors hereby adopts the New Home Construction Application Packet.

**Lake Linganore Association, Inc.**

**RESOLUTION ACTION RECORD**

Resolution Type: Policy Resolution No. FY19-002

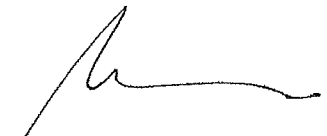
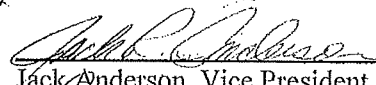
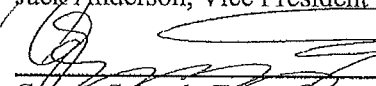
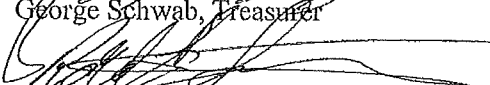
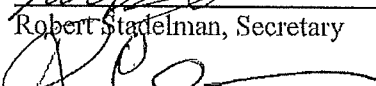
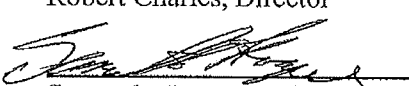
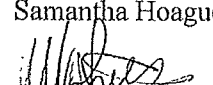
Pertaining to: ECC New Home Construction Application

Duly adopted at a meeting of the Board of Directors held: August 6, 2018

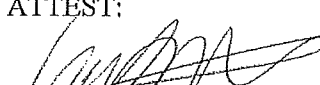
Motion by: Director Robert Charles

Seconded by: Director Samantha Hoague

VOTE:

	YES	NO	ABSTAIN	ABSENT
 Brandon Frazier, President	<u>X</u>	_____	_____	_____
 Jack Anderson, Vice President	<u>X</u>	_____	_____	_____
 George Schwab, Treasurer	<u>X</u>	_____	_____	_____
 Robert Stadelman, Secretary	_____	_____	_____	<u>X</u>
 Robert Charles, Director	<u>X</u>	_____	_____	_____
 Samantha Hoague, Director	<u>X</u>	_____	_____	_____
 Matthew Smith, Director	<u>X</u>	_____	_____	_____

ATTEST:

  
Michelle Doster, General Manager

8/10/2018  
Date

FILE:

Book of Minutes – FY2019

Book of Resolutions:

Policy	Book No.	Page No.
_____	_____	_____

Resolution effective date: August 7, 2018



# Lake Linganore Association, Inc.

## NEW HOME CONSTRUCTION APPLICATION PACKET

(Approved August 6, 2018)

This document includes all information related to building a new home within the Eaglehead at Lake Linganore Community. Please review all material thoroughly and submit all required information as requested. Applications will be considered complete and acceptable only once all required documentation is received and all applicable fees and deposits have been paid.

**DO NOT USE THIS FORM FOR MAJOR PROJECTS SUCH AS ADDITIONS, IN-GROUND POOLS, ETC.**  
(use the 'Major Projects Builders Packet' for those applications)

### Index

1. Environmental Control Committee (ECC) New Home Construction Application Checklist
2. ECC New Home Construction Application
3. Construction Authorization Contract (CAC) – *SIGNATURES REQUIRED*
4. Construction Phase Check List – *SIGNATURES REQUIRED*
5. Materials List – *INITIALS REQUIRED*
6. Landscaping Plan
7. Pre-Construction/Foundation Inspection Check List
8. Final Inspection Check List

### Additional Important Information

1. Environmental Control Committee (ECC) Guidelines
2. Lake Linganore Association Covenants
3. Lake Linganore Association Rules and Regulations
4. Lake Linganore Association Bylaws
5. Lake Linganore Articles of Incorporation
6. CDA Fact Sheet
7. Road Standards

### IMPORTANT NOTICE

It is crucial that both the owner and builder review all Lake Linganore Association documents related to new home building, particularly, the LLA ECC Guidelines, LLA Covenants, LLA By-laws, Road Standards and LLA Rules and Regulations. These documents contain information related to the proper application, submission, approval, and building of a new home in the community.

**Lake Linganore Association, Inc.**  
ECC New Home Construction Application Checklist

All information and material listed below must be included in the submission. Incomplete applications will result in delays to the committee review and construction process.

PLEASE CHECK EACH ITEM REQUIRED ACKNOWLEDGING THAT IT IS INCLUDED IN THIS APPLICATION

**1. FEES / DEPOSITS**

- \$750.00 New Home Application Fee AND;
- \$10,000.00 Letter of Credit or Check for Liquidated Damages Deposit AND;
- Road Maintenance Impact Fee based on Total Project Cost: \$3000.00  
*\*Include copy of construction loan authorization letter from banking institution.\**
- A \$2500.00 Security Deposit for any Road Cut involving one half of the width of the roadway and \$5000.00 for a full width Road Cut. Security Deposit will be refunded when all repairs are performed in accordance with LLA Road Repair Policy and signed off by LLA and LLCS where required.

**2. CONSTRUCTION AUTHORIZATION CONTRACT (CAC)**

- Completed and signed by both builder and owner.

**3. STORMWATER MANAGEMENT PLAN (SWM)**

- SWM plan to safely retain the most storm water on the lot.
- Engineer stamped storm water discharge computations.
- SWM plan between building site and lake will be considered.

**4. DEED OF EASEMENT (if required)**

- Deed of easement granted from the Lake Linganore Association if access to utilities or sewer lines requires disturbing Lake Linganore Association common property.

**5. MATERIALS AND COLOR SHEET & SAMPLES**

- List of all materials and colors used for construction of exterior of home (Section 5) & samples of said materials preferred colors or with color chips

**6. SITE PLAN TO INDICATE THE FOLLOWING**

- Lot number, village and subdivision name and street address.
- Existing contours (USGS datum, ft above MSL) @ 2 ft vertical **dashed and dotted lines** accurate to within one half contour interval. Extended contours 10' beyond lot lines on all sides and to centerline of streets adjacent to lot.
- Proposed contours after all work has been completed, showing revised contours in **solid lines**.
- Existing utility lines and pipes in streets adjacent to lot, or connection stubs, or proposed location if not yet built.
- Proposed alignment of utility lines and pipes from house, across lot, to mains (sewer, water, electric, propane, gas, storm water.)
- All significant features on the lot within 10' on adjacent lots or within 12' of the lot line such as, without limitation, rock outcroppings, ravines, drainage, ditches, walks, lanes, sheds, fences, nearest wall of houses on each adjacent lot and approximate window and door locations in the main floor of that house. *This item not required if there is no house on the adjacent lot.*
- Trees proposed for removal: All hardwood (deciduous) trees measuring 6" in diameter at 1' above ground (on uphill side), by species name
- Plants proposed for removal: Significant shrubs and ornamental trees including those smaller than 6" in diameter, such as Dogwood, Redbud, Mountain Laurel, and Rhododendron



**Lake Linganore Association, Inc.**  
ECC New Home Construction Application Checklist

- Landscape Plan (to be submitted once the home is under roof): list of all plant materials and diagram of proposed locations (Section 6 - Landscaping Plan).
- House and other buildings proposed accurately located on the lot. Show edge of roof overhang in dotted lines, as well as ridgelines and valleys of the roof.
- Driveway on lot, and to edge of street paving, showing drainage swale and pipe under driveway, its **size** and headwalls proposed: slope of driveway and spot elevations next to garage or carport entrance and at significant changes in grades, apron is required.
- Pattern and design of drainage, in accordance with engineered SWM. Show high point and how storm water will be controlled on this lot including all water quality devices and concentrated and/or sheet flow water quantity devices.
- Parking areas proposed other than driveway, dimensions, grades and materials to be used.
- Stone construction entrance location and size
- Post lantern location and style to be used.
- Service Yard: width, length, fence height and appearance (minimum 96 sq. ft.) or alternate storage space conforming to Covenants. *Check Square footage of garage if service yard not being built.*
- Excess soil laydown area
- Dumpster location
- Portable toilet location
- Screening for utilities, mechanical equipment, and/or other structures (i.e. above ground pool)
- Retaining wall(s) location(s) and elevations
- Fence information (if applicable) including size, material, location, and color
- Downspout locations and respective drywell locations

**7. PLAN AND EXTERIOR ELEVATIONS**

- Plan of building or improvements
- Elevations of building or addition showing all sides of what is being built. Including windows, doors, stoops, steps, porches, patios, walkways, rails, decks, shutters, trim, etc., all as they will appear on the finished house.
- Grade line drawn on exterior walls with areas of exposed foundation vs. covered with siding indicated
- Indicate location of benchmark to be installed on the front of the lot as elevation marker
- Deck information (if applicable) including size, material, color samples, railing and column detail samples if applicable
- Fireplace or 'doghouse' (if applicable)

**8. LAKEFRONT PROPERTY**

- Docks, etc., must be approved before construction is started. In most cases LLA owns the pathway along the lake side, so access for your dock needs to be understood. *Separate application for dock required.*

**9. PICTURES OF LOT**

- Color photo(s) prior to start of construction from front corners of lot; must include street in front of lot. *Digital copies accepted.*

**10. CONSTRUCTION ROUTE TO AND FROM SITE**

- Documented through pre-construction photos with description of condition of current road surface

**11. SUBCONTRACTORS CONTACT INFORMATION**

- Names and contact information for all subcontractors involved in construction

**Lake Langanore Association, Inc.**  
 ECC New Home Construction Application

Date of application: \_\_\_\_\_

Lot #: \_\_\_\_\_ Village Name \_\_\_\_\_ Construction Cost of Building \$ \_\_\_\_\_

Street # \_\_\_\_\_ Street Name \_\_\_\_\_ Market Value of Building and Lot \$ \_\_\_\_\_

Owner/Applicant: \_\_\_\_\_ Email: \_\_\_\_\_

Present Mailing Address: \_\_\_\_\_

Home Phone: (\_\_\_\_) \_\_\_\_\_ Work Phone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

Builder / General Contractor Name: \_\_\_\_\_ Email: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Home Phone: (\_\_\_\_) \_\_\_\_\_ Work Phone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

**OFFICE USE ONLY**

**Association Staff Actions:**

- Date received: \_\_\_\_\_
- Application fee received \$ \_\_\_\_\_ Date \_\_\_\_\_
- Bond \$ \_\_\_\_\_ OR  Letter of credit \$ \_\_\_\_\_ Date \_\_\_\_\_
- Road impact fee \$ \_\_\_\_\_  Loan letter received \_\_\_\_\_ Date \_\_\_\_\_
- Application returned \_\_\_\_\_ Date: \_\_\_\_\_  Application complete \_\_\_\_\_ Date: \_\_\_\_\_
- Passed to ECC \_\_\_\_\_ Date: \_\_\_\_\_
- Located in CDA?  Yes  No 'Before' photos date: \_\_\_\_\_

**ECC Actions:**

- |  |  |
|--|--|
| Initial Application review date: _____                                 | Subsequent Application review date: _____                              |
| <input type="checkbox"/> Approved w/o Exceptions                       | <input type="checkbox"/> Approved w/o Exceptions                       |
| <input type="checkbox"/> Approved w/Conditions: See Attachment         | <input type="checkbox"/> Approved w/Conditions: See Attachment         |
| <input type="checkbox"/> Additional Information Needed: See Attachment | <input type="checkbox"/> Additional Information Needed: See Attachment |
| <input type="checkbox"/> Denied: See Attachment                        | <input type="checkbox"/> Denied: See Attachment                        |

Committee Member Signature: \_\_\_\_\_ Date: \_\_\_\_\_

	Date	Review	Comments
Notice/Sign Poster	_____	_____	_____
Lot Photo Filed	_____	_____	_____
Pre-Construction	_____	_____	_____
Final Inspection	_____	_____	_____
Escrow Release	_____	_____	_____

**Lake Linganore Association, Inc.**  
New Home Construction Authorization Contract

This Contract made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between Lake Linganore Association, Inc. a Maryland Corporation ("Association") and \_\_\_\_\_ (Owner);  
Phone: \_\_\_\_\_ whose address is: \_\_\_\_\_  
and \_\_\_\_\_ (Builder); Phone: \_\_\_\_\_ whose address is: \_\_\_\_\_ with respect to construction to be performed on the Lot subject of this Contract identified as Lot# \_\_\_\_\_ in the \_\_\_\_\_ Village in Eaglehead at Lake Linganore with a street address of \_\_\_\_\_, New Market, MD 21774. ("the Lot")

**Recitals**

**WHEREAS**, the Association is charged with protection of property values and the preservation of conditions, covenants and restrictions (Covenants) pertinent to the property known as Eaglehead; and,

**WHEREAS**, said Covenants establish requirements and processes for approval of plans and specifications for construction on the property; and,

**WHEREAS**, Owner has agreed to abide by said Covenants by acceptance of a deed to the Owners Lot; and,

**WHEREAS**, Owner desires to initiate construction on Owner's property and has applied for approval of construction plans by the Association and,

**WHEREAS**, Builder is engaged in the construction business and desires to perform construction services for Owner on the Lot within Eaglehead;

**NOW, THEREFORE**, in consideration of the above recitals and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Owner and Builder acknowledge that they have received a copy of the Declaration of Covenants, Conditions, and Restrictions, Easements and Charges Affecting the Real Property Known as Eaglehead Planned Unit Development (Covenants) applicable to Owner's property, a copy of the Association Bylaws, the ECC Charter, current LLA approved Road Standards, LLA Rules and Regulations and a copy of the construction plans approved by the Association (collectively "Contract Documents"). These documents are hereby incorporated by reference and made a part of this Contract. Owner/Builder agree to conform to the letter and the spirit of said Contract Documents. Further, no violation of the Covenants can be allowed by intent or by omission on approved plans by the Association, the ECC and/or Board of Directors.
2. Owner and Builder may rely on the written authorization or approval of the Environmental Control Committee or a representative designated by the General Manager of the Association in any matter where Association approval is required unless said approval is found to be in violation of the governing documents of the Association.
3. Owner and Builder agree to a landscaping plan as approved by the ECC. Unless otherwise approved by the ECC, at least one (1) percent of the total market value of the property (not including labor costs) subject to a minimum of \$1500 (not including labor costs), shall be expended for landscaping. Landscaping shall mean the installation of new trees, permanent shrubs, ground cover, planting beds, terraces, or tree wells but shall not include lawns, mulch, temporary or annual plantings, or construction fences to control drainage. Total market

**Lake Linganore Association, Inc.**  
New Home Construction Authorization Contract

value of the property shall be the market value of the lot and improvements. All landscaping plans must be received no later than ten (10) days from the time the home is under roof. The approved plan under this provision shall be in place within the first month of the growing season following substantial completion of the construction authorized. All planting material must survive one growing season or be replaced by the Owner. After one year, a new application for change must be submitted for alteration of landscaping should it be desired.

4. Owner and Builder agree to follow the approved plans for construction in every respect unless authorized to deviate therefrom in writing by the Association. Owner/Builder understands that all elements of the approved plans and other approved construction documents and specifications are essential to performance of this Contract.
5. Owner and Builder agree that no trees shall be removed other than as indicated on the approved plans or subsequently approved in writing by the Association. Trees and under story plants identified for preservation will be protected by a temporary plastic fence erected a maximum of ten feet from the trunk of a tree or around under story plants. At no time will construction equipment or excavation dirt and debris be allowed inside this barrier fence. Owner and Builder understand and agree that the liquidated damages value for unapproved cutting, uprooting, burying or killing of trees measured one (1) foot above ground level and destroying of under story plants is as specified in Appendix A.
6. Owner and Builder agree that natural rock outcroppings will be preserved except as indicated on approved plans. Underground utilities, walkways and driveways will be constructed so as to preserve rock outcroppings and avoid root damage to trees designated for conservation. All uprooted tree stumps are to be removed from the lot within thirty (30) days and disposed of properly.
7. Owner and Builder shall provide sanitary toilet facilities for all workers prior to the start of construction, storage container(s) of adequate size to hold all debris generated on site and shall maintain a neat building site. Building materials and storage containers are not to be stored on the road right-of-way but may be on site or at a location on nearby private property with the prior written consent of the owner and of the ECC. Daily cleanup with off site disposal is preferred, in which case a storage container for debris will not be required.
8. Prior to construction, Owner or Builder shall establish, at their expense, a pull off area of either stone or asphalt on Association right-of-way adjacent to or on the building lot, to accommodate the temporary parking of construction and delivery vehicles. Such site is to be determined at the time site plans are submitted and approved by the ECC. The pull-off area will not be used for storage of construction material. The road shall be kept open to through traffic at all times and maintained at the same or better condition as existing prior to construction.
9. Prior to construction, Owner and Builder shall establish, at their expense, an entry to the lot covered with permanent paving or #2 stone or larger in such a manner to prevent the tracking of mud onto roadways and will install the necessary culvert or concrete driveway to allow for the flow of all storm water runoff.
10. Prior to construction, Owner and Builder shall provide and install a benchmark indicating proper elevation in the front of the lot which shall remain in place until the Bond has been released.
11. Storm water management, erosion and silt control:
  - A. The Owner and Builder agree to make adequate provisions, acceptable to the Association, to prevent soil erosion on and adjacent to the lot, and prevent sediment from washing into the lakes, streams and

**Lake Linganore Association, Inc.**

## New Home Construction Authorization Contract

drainage ways. Prior to the start of clearing, excavation or construction, super silt fence shall be erected on all lots unless the ECC specifically decides it is not required for a particular application. The silt fence shall be maintained so as to be fully effective until the latter of a) when the home is occupied, b)

all construction is complete, c) permanent soil protection is in place, or d) the soil is otherwise stabilized. Such controls, either permanent or temporary as are deemed necessary by the ECC, shall be erected and maintained on or near the lot by the Owner or Builder. Upon completion and stabilization, the silt fences and other temporary measures shall be removed, and the ground cover shall be restored.

- B. The Owner and Builder agree to fully execute the storm water management plan as shown on the site plan or other form if necessary, and to provide grading, detention basins, ground cover, or structures to adequately control storm water runoff in such a way as to prevent damage to other properties.
- C. Notwithstanding anything contained herein, Owner and Builder understand and recognize that neither the Association, Association Staff or the ECC are engineers and that the Association, Association Staff and the ECC shall rely upon the opinions and certificates of the Owner's and/or Builder's engineering and design professionals, as may be certified on the approved plans with regard to storm water management, erosion and silt control measures implemented.
12. Prior to any construction, Owner/Builder shall request a pre-construction inspection from the ECC. An agent of the ECC will inspect the site to verify compliance with all approved practices required before construction is started.
13. Owner and Builder agree to further comply with the following specific requirements during construction:
- A. The Owner and Builder shall be responsible for supervision of the site, the construction, and all contractors and subcontractors.
  - B. All trash and waste, including land-clearing debris, generated on site will be contained in approved container(s) until removed from the site.
  - C. No materials will be stored or discarded on adjacent lots, in the Association or public right-of-way or on Association property.
  - D. All areas inappropriately disturbed, e.g., common property, roads, utilities, etc., will be promptly restored in a manner satisfactory to the Association. Should private property be damaged by the builder or Owner, it shall be restored to its original condition or compensation shall be given to the owner of the damaged property by the Builder or Owner to correct the damages, said restoration to be as approved by the ECC.
  - E. Hours of construction will be confined to the following: Monday — Saturday, 7AM to 7 PM; Sunday 12 noon to 5 PM.
  - F. Exterior mechanical equipment will be screened from view as approved by the ECC.
  - G. Siding material is to be installed as per the governing documents as adopted by the Association.
  - H. Landscaping materials shall be installed in accordance with the approved landscape plan.

**Lake Linganore Association, Inc.**

## New Home Construction Authorization Contract

- I. Release of the Damage Deposit or security provided for such Damage Deposit, required by Paragraph 13 below. The ECC is authorized to collect from the Damage Deposit any Liquidated Damages contemplated in this Contract or may collect from the Damage Deposit necessary funds to correct repairs or damages caused to Association property for which Liquidated Damages are not established.

The ECC may also require the Owner or Builder to bring the improvements into compliance with the approved plan in a timely manner satisfactory to the Association or to use such funds to correct such deficiencies as may be necessary.

14. Damage Deposit:

- A. At the time of the signing of this Contract, the Owner or Builder shall deposit with the Association the sum of \$10,000.00 or a letter of credit in the same amount to be held by the Association without interest accruing to the Owner or Builder (the "Damage Deposit"). The Owner and Builder hereby authorize the Association to deduct from the aforesaid Damage Deposit or make demand on the letter of credit any amounts which are declared by the Association to be due and owing from the Owner or Builder as follows:
- i. Liquidated Damages for those violations of this Contract as itemized in Appendix A to this Contract; and
  - ii. Repair costs implemented by the Association pursuant to Paragraph 14 of this Contract not otherwise addressed in the Schedule of Liquidation of Damages.

Such demand or deduction from the Damage Deposit shall be made as indicated in Appendix A. Notification to the Owner or Builder shall be made by electronic mail. In some instances, the Owner or Builder may, if possible to do so, correct the breach to the satisfaction of the Association, in which case the deduction or demand aforesaid will not be made. The letter of credit, if used, shall be irrevocable, and shall run to the benefit of the Association, and shall be in a form acceptable to the Association.

- B. The parties recognize there may be inadvertent or willful infractions of this Contract, the Covenants, or the Application as approved by the ECC, which may damage the Association and/or its Members. In order to avoid expensive and lengthy litigation, all parties agree that it is desirable, where possible, to fix the dollar amount of certain breaches or damages caused by acts of omission or commission by the Builder or Owner, which may occur in the process of completing the improvements subject to this Contract. To that end the parties hereby agree to the amounts specified in Appendix A and entitled "Schedule of Liquidated Damage Amounts" attached hereto and made a part hereof.
- C. The Association agrees that if it accepts the Liquidated Damage amount paid by the Builder or Owner for any one or more of those breaches or infractions listed in Appendix A, it will hereafter undertake no further actions at law or in equity as additional recompense for that particular instance. Nevertheless, the Association reserves the right to seek other remedies, including but not limited to, the filing of an injunction, if it chooses in its sole discretion not to accept the amount stated as Liquidated Damages for the infraction in those cases where it deems the actual damages to be substantially in excess of the amount set forth in Appendix A or for such infractions that are not addressed in the Schedule of Liquidated Damage Amounts.
- D. The Association shall, in good faith, endeavor to provide the Owner or Builder with written notification within ten (10) business days following the discovery by the Association of any breach under Appendix A and/or Paragraph 14 hereof. Written notification may be by means of electronic mail and/or by United

## Lake Lingnore Association, Inc.

### New Home Construction Authorization Contract

States Postal Service first class mail. The Association, at its discretion, may provide the Owner or Builder with a reasonable period of time, dependent upon the type of breach, in which the Owner or Builder may correct or cure any deficiency prior to the Association declaring a breach and being entitled

to liquidate damages. Liquidated Damages may be assessed if the Owner or Builder does not cure the said infraction within the reasonable period of time as determined by the Association.

- E. The undersigned Builder and Owner agree that the amounts set forth in Appendix A are fair and reasonable for the breaches specified and agree to pay the stipulated amount as Liquidated Damages and not as a penalty within five (5) working days of a request for same made by the Association. The amount may be withheld from funds in escrow or obligated in a letter of credit advanced by the Builder or Owner in accordance with Section 13(B) hereof.
- F. It is agreed by all parties that not all possible breaches can be listed in Appendix A. Any actions or omissions not listed in Appendix A which cause or result in damage to the Association and/or its members may be treated in a different manner such as by invoking the provisions of Paragraphs 13(A) and 14 of this Contract and such other remedies which may be available pursuant to the Covenants, the Contract Documents and otherwise pursuant to applicable law. The fact that a breach is not included in Appendix A does not relieve the breaching party of responsibility for payment in money or kind to the Association as compensation for damages caused.
15. It is agreed by the parties hereto that upon notification of any violation of the Contract Documents resulting in damages, as provided in Paragraph 13(A), Builder and/or Owner, as appropriate, may undertake to repair or correct such violation and/or resulting damage. The type of damage contemplated hereby includes but is not limited to, damage to the common areas, and failure to clear all debris including trees and brush. Damage to Association roads shall be repaired and supervised by the Association. Road damage will be evaluated on a case by case basis as per Appendix A. Should Builder and/or Owner be unable to repair or correct such damage or for any reason fail to do so, the Association may undertake such repairs or corrections on behalf of Builder and/or Owner the actual costs of labor and materials plus fifty percent (50%) thereof or the Association's actual costs, which ever is higher, to cover tangible and intangible costs incurred by the Association. Builder and/or Owner agrees that this amount may be paid by the Builder or Owner or may be deducted by the Association from the Damage Deposit or the letter of credit securing the same, as provided for in Section 13 (B), without additional notification to or approval of the Builder and/or Owner. If the deviation from approved plans is significant, the ECC may recommend to the Board of Directors that it require removal of the non-complying items and reconstruction according to the approved application at the expense of the Builder/Owner.
16. In the event of breach of this Contract and failure to repair or correct damages and/or failure to implement any aspect of the approved plans, the Association, in addition to other rights and remedies herein, may issue an immediate Stop Work Order and withhold approval of future applications and construction submissions performed by the Builder and/or Owner or successors.
17. All changes, including but not limited to, utility installation, shoulder construction, storm water drainage and culvert and driveway installation, shall conform with the ROADS STANDARDS of the Association as approved by the Board of Directors. Unless otherwise approved by the ECC, all road crossings of utilities must be bored. Liquidated damages shall be as specified in Appendix A.
18. In the event that either the Owner or Builder breaches this Contract as contemplated by any term and/or condition herein, and if, as a result thereof the Association is required to institute or defend litigation, the Owner

**Lake Linganore Association, Inc.**

## New Home Construction Authorization Contract

and Builder agree to pay the Association for its reasonable attorney's fees and all costs associated with said litigation, should the Association prevail.

19. Owner and Builder acknowledge that in accordance with Article VII, Section 1 of the Covenants, and with limited exceptions, the exterior of all buildings or other structures must be completed within one year after commencement of construction of the same. Notwithstanding this requirement, the parties recognize the substantial costs and impact the deconstruction of incomplete improvements may have on the Association. Therefore, the Owner and Builder further acknowledge the following costs that shall be applied if extensions of the requisite time frame are sought.
- A. First Extension Request – If an Owner anticipates that the duration of construction of the improvements contemplated herein with regard to the Owner's Lot will exceed the one-year limitation described in Article VII, Section 1 of the Covenants, the Owner must submit a written extension request (the "First Extension Request") and a non-refundable extension fee in the amount of \$300.00 (the "First Extension Fee") to the ECC at least thirty (30) days prior to the expiration of the one year term. If the First Extension Request is approved by the ECC, any construction permits, or authorizations issued to Owner or Builder by the Association with respect to the project will be extended for up to sixty (60) days beyond the one-year deadline described in Article VII, Section 1 of the Covenants ("First Extension"). If the improvements remain incomplete upon expiration of the First Extension and Owner has not secured a Final Extension (as defined below), then in accordance with Article VII, Section 1 of the Covenants, LLA may deem the unfinished structure as a nuisance and have it removed at the Owner's expense.
- B. Final Extension Request – If the improvements are not completed within the time limit granted by the ECC's approval of a First Extension Request, the Owner must submit a written final extension (the "Final Extension Request") and a non-refundable final extension fee in the amount of \$500.00 (the "Final Extension Fee") to the ECC at least ten (10) days prior to the expiration of the First Extension. If the Final Extension Request is approved by the ECC, any construction permits, or authorizations issued to Owner or Builder by the Association with respect to the improvements will be extended for up to thirty (30) days from date of expiration of the First Extension. If the improvements remain incomplete upon expiration of the Final Extension, in accordance with Article VII, Section 1 of the Covenants, the Association may deem the unfinished structure as a nuisance and have it removed at the Owner's expense.
20. Road Maintenance Impact Fee. At the time of the signing of this Contract, Owner or Builder shall pay to the Association a road maintenance impact fee in accordance with Article IV, Section 11(b)(iv) of the Bylaws (the "Road Maintenance Impact Fee"). For the proposed improvements contemplated herein, the Road Maintenance Impact Fee is a flat rate of \$3000.00. This Paragraph 19 does not apply if the lot is located on a roadway that is not maintained by the Association. Owner and Builder hereby acknowledge that the Road Maintenance Impact Fee is non-refundable.
21. Completion and Return of Damage Deposit if Applicable. Upon completion of the improvements contemplated hereunder, the Owner or Builder shall request a final inspection from the ECC. Upon final inspection and approval by the ECC, the Owner or Builder (as applicable and in accordance with this Contract) shall be refunded the remaining balance of the Damage Deposit, if any, less any deductions therefrom made pursuant to the Contract Documents. Should the Owner or Builder choose to install the final top coat of asphalt onto the



**Lake Linganore Association, Inc.**

**New Home Construction Authorization Contract**

driveway at a later date (maximum of one year from the date of final inspection), \$2,500 of the Damage Deposit will be retained until the driveway is complete and passes final inspection.

22. Miscellaneous

- A. This Contract may not be assigned with out the prior written consent of all parties.
- B. This Contract contains the entire understanding between the parties. No modification or waiver of any of the terms of this Contract shall be valid unless made in writing and signed by the parties.
- C. No provision of this Contract shall be interpreted for or against any party hereto by reason that said party of his or her legal representatives drafted all or any part hereof.
- D. Should any provision of this Contract be found, held or deemed to be unenforceable, voidable or void, as contrary to law or public policy under the laws of the State of Maryland or any other State of the United States, the parties intend that the remaining provisions of this Contract shall nevertheless continue in full force and be binding upon the parties, their heirs, personal representatives, executors and assignees.
- E. Any waiver of any breach or default under this Contract shall not be deemed a waiver of any subsequent breach or default.
- F. Owner and Builder hereby agree that Owner Builder shall at all times during the term of this Contract maintain liability insurance in an amount not less than \$1,000,000.00 and, if required by law, workmen's compensation insurance, in the statutory amount hereunder. If required by the Association, a certificate evidencing such insurance shall be submitted to the Association.
- G. Any capitalized terms herein not defined shall have the definition contained in the Covenants, or if not therein, as contained in the other Contract Documents.

This Contract shall endure until the authorized construction to which it pertains is completed according to approved plans and specifications to the written satisfaction and approval of Association and the payment to the Association of any amounts due hereunder.

In witness whereof the parties hereto have executed this Construction Authorization Contract, the day and year first above written.

Lot Number \_\_\_\_\_ Village \_\_\_\_\_

Lake Linganore Association, Inc. Signature \_\_\_\_\_ Title \_\_\_\_\_

Owner's Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Owner's Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Builder's Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

## Construction Authorization Contract

### APPENDIX A - Liquidated Damage Amounts

Failure to comply with the ECC Guidelines, CAC, Covenants and/or Road Standards that deal with improving lots are subject to the following liquidated damages under terms and conditions set forth in the Contract. This list establishes a schedule of liquidated damages to which the Builder and Owner(s) hereby agree. This schedule is neither complete nor all-inclusive. Unless otherwise noted, liquidated damages are based upon a per occurrence basis and must be paid before any new appeals are granted by the Association. Notification of the violation will be by electronic mail. (For the purpose of this document, a period of days shall mean calendar days unless otherwise stated.)

Violation	Penalty
Construction on and/or clearing of an unimproved lot without ECC approval	\$500 (immediate)
Failure to install adequate sediment control/silt fence	\$500 (immediate) plus \$100/day unabated
Failure to maintain adequate sediment control/silt fence or breach of	\$500 (immediate) plus \$100/day unabated
No stone construction entrance	\$500 (immediate) plus \$100/day unabated
Inadequate stone construction entrance or failure to maintain	\$500 (3 days' notice) plus \$100/day unabated
Failure to provide, install, maintain elevation benchmark in the front of the lot	\$500 (3 days' notice) plus \$100/day unabated
Unapproved variations to the approved landscaping plan including but not limited to removal of or irreparable damage to trees, shrubs, roots, etc.	\$500 (immediate) plus \$100/each change plus \$100/inch diameter
Failure to properly protect and preserve trees, shrubs, etc. to be preserved	\$500 (immediate) plus \$100/day unabated
Not observing Association construction hours	Warning 1 <sup>st</sup> occurrence \$200 thereafter
Failure to provide or maintain portable construction toilet on site and in approved location	Warning 1 <sup>st</sup> occurrence w/ 3 days' to abate \$200/day unabated & reoccurrence
Failure to keep site free of construction trash and blowing debris	Warning 1 <sup>st</sup> occurrence w/24hrs to abate \$200/day unabated & reoccurrence
Failure to provide trash receptacle on site and in approved locations or approved method of trash removal	Warning 1 <sup>st</sup> occurrence w/24hrs to abate \$200/day unabated & reoccurrence
Cleaning out concrete truck and dumping or spilling concrete waste in LLA PUD	\$1000 (immediate)
Storage of materials/equipment on adjacent lot(s) without approval	Warning 1 <sup>st</sup> occurrence w/24hrs to abate \$200/day unabated & reoccurrence
Variations from ECC approved plans without approved change order	\$500 (immediate)
Failure to comply with the Road Standards including failure to supply stamped compaction testing results	\$500 (immediate) plus retention of Deposit
Cessation of exterior work for sixty (60) days	\$1,000 (immediate)
Cessation of exterior work for ninety (90) days	Balance of liquidated damages up to \$10,000 (immediate)
Damage to Association Roads	Calculated based on SY and appropriate thickness at price per ton set by LLA.

Owner's Signature \_\_\_\_\_ Date \_\_\_\_\_  
 Owner's Signature \_\_\_\_\_ Date \_\_\_\_\_  
 Builder's Signature \_\_\_\_\_ Date \_\_\_\_\_

# Lake Linganore Association, Inc.

## Construction Phase Checklist

For your convenience, this list identifies those practices and items required during construction.

### 1. CONSTRUCTION PHASE

- a. ECC approval is needed to begin construction within Lake Linganore community.
- b. ECC approval is needed to store excessive soil.
- c. Super silt fence required on all construction.
- d. Provide temporary parking space for construction workers.
- e. Provide stone surface for temporary entry to lot with required culvert (if needed)  
*Reference LLA ECC Guidelines, Section V. Design Standards, paragraph 1.h.*
- f. Provide dumpster on-site for trash disposal, or set up daily cleaning and removal of trash.
- g. Provide toilet facilities.
- h. Lot corners and house location must be staked by registered surveyor.
- i. Site must be kept clean with erosion monitored through the construction process.
- j. All disturbed areas must be restored.
- k. Pre-construction inspection is required by ECC
- l. Final inspection by Association required for release of Bonds or Escrow.

### 2. ENFORCEMENT OF ECC REQUIREMENTS

- a. All items approved by ECC must be completed as approved.
- b. All changes to approved items must be either corrected or a change request must be completed with the appropriate associated fee(s).
- c. Liquidated damages that may be levied are listed in CAC Appendix A.
- d. Serious unresolved damages or problems may result in an immediate Stop Work Order and refusal to issue additional construction permits within the Lake Linganore Association.

Owner's Signature \_\_\_\_\_ Date \_\_\_\_\_

Owner's Signature \_\_\_\_\_ Date \_\_\_\_\_

Builder's Signature \_\_\_\_\_ Date \_\_\_\_\_

Lake Linganore Association, Inc.  
Materials List

1. Service Areas

Service Areas	Material	Finish	Color
Street Paving			
Driveway			
Entrance Walk			
Service Walk			
Headwall			
Culvert Pipe Under Driveway		Size:	
Cover on Disturbed Areas	<input type="checkbox"/> Mulch / Wood Chips <input type="checkbox"/> Sod (Entire yard must Be Sodded) <input type="checkbox"/> Ground Cover <input type="checkbox"/> Other:		

2. Façade

Material	Manufacturer	Type / Style	Size	Color	Notes
Siding <input type="checkbox"/> Vinyl <input type="checkbox"/> Cedar <input type="checkbox"/> Other					
Brick					
Mortar					
Stone					
Faux Stone					
Trim					
Roof					
Gutters / Downspouts					

Lake Linganore Association, Inc.  
Materials List

Fascia					
Soffit					
Shutters					
Exposed Foundation					

3. Exterior Features

Material	Manufacturer	Type / Style	Size	Color	Notes
Doors					
Garage Door					
Sliding Glass Doors  Frame Material <input type="checkbox"/> Anodized <input type="checkbox"/> Plastic Overlay <input type="checkbox"/> Painted					
Windows  Frame Material <input type="checkbox"/> Anodized <input type="checkbox"/> Plastic Overlay <input type="checkbox"/> Painted					
Deck (Includes Rails Box Sills, Pickets, Steps, Columns)		<input type="checkbox"/> PTP <input type="checkbox"/> Cedar <input type="checkbox"/> Redwood <input type="checkbox"/> Other _____		<input type="checkbox"/> Paint <input type="checkbox"/> Stain <input type="checkbox"/> Left to Weather Color: _____	
Retaining Wall					
Fence			Height: _____		
Post Lantern <input type="checkbox"/> Pre Approved - Eaglehead					

**Lake Langanore Association, Inc.**  
Materials List

Standard <input type="checkbox"/> Other (Specify)					
Exterior Lighting (Includes entrance light and other exterior lighting)			Location: _____		
Mailbox			Height: _____		
House Numbers					
Fire Place - <input type="checkbox"/> Gas or <input type="checkbox"/> Wood					

Owner's Signature \_\_\_\_\_ Date \_\_\_\_\_

Owner's Signature \_\_\_\_\_ Date \_\_\_\_\_

Builder's Signature \_\_\_\_\_ Date \_\_\_\_\_

## Lake Linganore Association, Inc. Landscaping Plan

1. In compliance with the ECC Guidelines, Section V, Application Submissions to the ECC, item D (4) landscape plan, there must be a minimum of 1% of the total market value (excluding labor). Landscaping shall mean the installation of trees, permanent shrubs, ground cover, planting beds, terraces, or tree wells; but shall not include lawn (sod), mulch, temporary or annual plantings, fences, or construction to control drainage. Total market value shall be the market value of the lot and improvements. All landscaping plans must be received no later than ten (10) days from the time the home is under roof. Approved landscaping must be in place within the first month of the next growing season following substantial completion of the construction. All planting materials must survive one (1) growing season or be replaced by the Owner. After one year, a new application for change must be submitted for alteration of landscaping, should it be desired.

Quoted price below must include installation of plant material listed. If necessary, please add additional pages.

Date: \_\_\_\_\_ Lot Number: \_\_\_\_\_

Street Address: \_\_\_\_\_

Owner's Signature: \_\_\_\_\_ Owner's Signature: \_\_\_\_\_

Builder's Signature: \_\_\_\_\_

Botanical/ Common Name	Size	Quantity	Unit Price	Total Price
Total				

Total Market Value of Property \$ \_\_\_\_\_

# Lake Linganore Association, Inc.

## Pre-Construction/Foundation Inspection Checklist

Lot #: \_\_\_\_\_ Inspection Date: \_\_\_\_\_

Checklist Items	Yes	No	If No, correction within:
House location/lot corners staked	<input type="checkbox"/>	<input type="checkbox"/>	
Foundation correct depth	<input type="checkbox"/>	<input type="checkbox"/>	
General grade correct	<input type="checkbox"/>	<input type="checkbox"/>	
Tree removal – remaining trees existent	<input type="checkbox"/>	<input type="checkbox"/>	
Stone construction pull off area	<input type="checkbox"/>	<input type="checkbox"/>	
Stone construction entry	<input type="checkbox"/>	<input type="checkbox"/>	
Culvert pipe installed	<input type="checkbox"/>	<input type="checkbox"/>	
Sediment control devices (silt fence) in place	<input type="checkbox"/>	<input type="checkbox"/>	
Elevation benchmark installed	<input type="checkbox"/>	<input type="checkbox"/>	
Toilet facilities in place	<input type="checkbox"/>	<input type="checkbox"/>	
Trash contained or removed	<input type="checkbox"/>	<input type="checkbox"/>	

Additional Comments:

Approved for construction: YES  NO

Association Representative's Signature: \_\_\_\_\_



# Lake Linganore Association, Inc.

## Final Inspection

Lot # \_\_\_\_\_ Village \_\_\_\_\_  
Street Address: \_\_\_\_\_

Date of Request: \_\_\_\_\_ Date Inspection Completed \_\_\_\_\_

Pre-Construction Inspection completed:  YES  NO

Built per ECC documentation:  YES  NO

Landscaping completed per plan:  YES  NO Estimated completion date: \_\_\_\_\_

Light post installed:  YES  NO

Foundation to grade matches siding:  YES  NO

Utilities screened from view:  YES  NO

Driveway pipe installed per plan:  YES  NO

Final paving complete:  YES  NO

Road Inspection Completed:  YES  NO

Exterior Comments: \_\_\_\_\_  
\_\_\_\_\_

SWM Issues  YES  NO

SWM Comments: \_\_\_\_\_  
\_\_\_\_\_

Final Inspection Approved?  YES  NO

Deposit amount withheld (if any) \_\_\_\_\_ *\*itemized below\** Check Payable To: \_\_\_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_

LLA / ECC SIGNATURE \_\_\_\_\_ Date \_\_\_\_\_

LLCS SIGNATURE (If in CDA) \_\_\_\_\_ Date \_\_\_\_\_

Deposit/LOC Released By \_\_\_\_\_ Date \_\_\_\_\_



# Lake Linganore Association, Inc.

## **BUILDERS APPLICATION PACKET** **MAJOR PROJECTS ONLY**

*(Revised 12/2011)*

This document includes all information related to building an addition or major project within the Eaglehead at Lake Linganore Community. Please review all material thoroughly and submit all required information as requested. Applications will be considered complete and acceptable only upon all required documentation being received and once all applicable fees and deposits have been paid.

**DO NOT USE THIS FORM FOR NEW HOME APPLICATIONS**

**(use the 'New Homes Builders Packet' for those applications)**

### **Index**

1. Environmental Control Committee (ECC) Major Project Application Checklist
2. ECC New Building Application
3. Construction Authorization Contract (CAC) – ***SIGNATURES REQUIRED***
4. Construction Phase Check List – ***SIGNATURES REQUIRED***
5. Materials List – ***INITIALS REQUIRED***
6. Pre-Construction/Foundation Inspection Check List
7. Final Inspection Check List

### **Additional Important Information**

1. Environmental Control Committee (ECC) Guidelines
2. Lake Linganore Association Covenants
3. Lake Linganore Association Rules and Regulations
4. Lake Linganore Association Bylaws
5. Lake Linganore Articles of Incorporation
6. CDA Fact Sheet
7. Road Standards

# Lake Linganore Association, Inc.

## ECC Major Projects Application Checklist

All information and material listed below must be included in the submission. Incomplete applications will result in delays to the committee review and construction process.

PLEASE CHECK EACH ITEM REQUIRED ACKNOWLEDGING THAT IT IS INCLUDED IN THIS APPLICATION

### 1. FEES / DEPOSITS

- \$150.00 Project Application Fee AND;
- \$10,000.00 Letter of Credit or Check for Liquidated Damages Deposit AND;
- 1.0% Road Maintenance Impact Fee based on Total Project Cost: \$ \_\_\_\_\_

### 2. CONSTRUCTION AUTHORIZATION CONTRACT (CAC)

- Completed and signed by both builder and owner.

### 3. STORMWATER MANAGEMENT PLAN (SWM)

- SWM plan to safely retain the most storm water on the lot.
- Engineer stamped storm water discharge computations.
- SWM plan between building site and lake will be considered.

### 4. DEED OF EASEMENT (if required)

- Deed of easement granted from the Lake Linganore Association if access to utilities or sewer lines requires disturbing Lake Linganore Association common property.

### 5. MATERIALS AND COLOR SHEET

- List of all materials and colors used for construction of exterior of home (Section 5)

### 6. SITE PLAN TO INDICATE THE FOLLOWING

- Lot number, village and subdivision name and street address.
- Existing contours (USGS datum, ft above MSL) @ 2 ft vertical **dashed and dotted lines** accurate to within one half contour interval. Extended contours 10' beyond lot lines on all sides and to centerline of streets adjacent to lot.
- Proposed contours after all work has been completed, showing revised contours in **solid lines**.
- Existing utility lines and pipes in streets adjacent to lot, or connection stubs, or proposed location if not yet built.
- Proposed alignment of utility lines and pipes from house, across lot, to mains (sewer, water, electric, propane, gas, storm water.)
- All significant features on the lot within 10' on adjacent lots or within 12' of the lot line such as, without limitation, rock outcroppings, ravines drainage, ditches, walks, lanes, sheds, fences, nearest wall of houses on each adjacent lot and approximate window and door locations in the main floor of that house. *This item not required if there is no house on the adjacent lot.*
- Trees proposed for removal: All hardwood (deciduous) trees measuring 6" in diameter at 1' above ground (on uphill side), by species name
- Plants proposed for removal: Significant shrubs and ornamental trees, though smaller than 6" in diameter, such as Dogwood, Redbud, Mountain Laurel, and Rhododendron
- Landscape planting proposed (Section 6 – Landscaping Plan)
- Structure(s) proposed accurately located on the lot. Show edge of roof overhang in dotted lines, as well as ridgelines and valleys of the roof.

# Lake Linganore Association, Inc.

## ECC Major Projects Application Checklist

- Driveway on lot, and to edge of street paving, showing drainage swale and pipe under driveway, its **size** and headwalls proposed: slope of driveway and spot elevations next to garage or carport entrance and at significant changes in grades, apron is required.
- Pattern and design of drainage, in accordance with engineered SWM. Show high point and how storm water will be controlled on this lot including all water quality devices and concentrated and/or sheet flow water quantity devices.
- Parking areas proposed other than driveway, dimensions, grades and materials to be used.
- Stone construction entrance location and size
- Service Yard: width, length, fence height and appearance (minimum 96 sq. ft.) or alternate storage space conforming to Covenants. *Check Square footage of garage if service yard not being built.*
- Excess soil laydown area
- Dumpster location
- Portable toilet location
- Screening for utilities, mechanical equipment, and/or other structures (i.e. above ground pool)
- Retaining wall(s) location(s) and elevations
- Fence information (if applicable) including size, material, location, color

### 7. PLAN AND EXTERIOR ELEVATIONS

- Plan of building or improvements
- Elevations of structure(s) showing all sides of what is being built. Including windows, doors, stoops, steps, porches, patios, walkways, rails, decks, shutters, trim, etc, all as they will appear on the finished house.
- Grade line drawn on exterior walls with areas of exposed foundation vs. covered with siding indicated
- Deck information (if applicable) including size, material, color, railing and column detail.
- Fireplace or 'doghouse' (if applicable)

### 8. LAKEFRONT PROPERTY

- Docks, etc., must be approved before construction is started. In most cases LLA owns the pathway along the lake side, so access for your deck needs to be understood. *Separate application for dock required.*

### 7. PICTURES OF LOT

- Color photo(s) prior to start of construction from front corners of lot; must include street in front of lot. *Digital copies accepted.*

### 8. CONSTRUCTION ROUTE TO AND FROM SITE

- Documented through pre-construction photos with description of condition of current road surface

### 9. SUBCONTRACTORS CONTACT INFORMATION

- Names and contact information for all subcontractors involved in construction

### IMPORTANT NOTICE

It is crucial that both the owner and builder review all Lake Linganore Association documents related to new home building, particularly, the LLA ECC Guidelines, LLA Covenants, LLA By-Laws, Road Standards and LLA Rules and Regulations. These documents contain information related to the proper application, submission, approval, and building of a new home in the community.

# Lake Linganore Association, Inc.

## ECC Major Projects Application

Date of application: \_\_\_\_\_

Lot #: \_\_\_\_\_ Village Name \_\_\_\_\_ Construction Cost of Building \$ \_\_\_\_\_

Street # \_\_\_\_\_ Street Name \_\_\_\_\_ Market Value of Building and Lot \$ \_\_\_\_\_

Owner/Applicant: \_\_\_\_\_ Email: \_\_\_\_\_

Present Mailing Address: \_\_\_\_\_

Home Phone: (\_\_\_\_) \_\_\_\_\_ Work Phone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

Builder / General Contractor Name: \_\_\_\_\_ Email: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Home Phone: (\_\_\_\_) \_\_\_\_\_ Work Phone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

**OFFICE USE ONLY**

Date received: _____	CAC received complete? <input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Application fee received \$ _____	Date: _____
<input type="checkbox"/> Bond \$ _____ <i>OR</i>	<input type="checkbox"/> Letter of credit \$ _____
<input type="checkbox"/> Road impact fee \$ _____	Date: _____
	Date: _____

	Date	Review	Comments
Notice/Sign/Poster	_____	_____	_____
Lot Photo Filed	_____	_____	_____
Pre-Construction	_____	_____	_____
Final Inspection	_____	_____	_____
Escrow Release	_____	_____	_____

**ECC Administrator Actions:**

<input type="checkbox"/> Application returned	Date: _____	<input type="checkbox"/> Application complete	Date: _____
<input type="checkbox"/> Reviewed by ECC Administrator	Date: _____		
<input type="checkbox"/> Approved by ECC Administrator	Date: _____		
<input type="checkbox"/> Passed to ECC	Date: _____		
Located in CDA? <input type="checkbox"/> Yes <input type="checkbox"/> No	Before photos date: _____	ECCS Signature: _____	

**ECC Actions:**

Application review date: \_\_\_\_\_

APPROVED WITHOUT EXCEPTION

APPROVED WITH CONDITIONS

DISAPPROVED

NO ACTION - ADDITIONAL INFORMATION NEEDED

Committee Member Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# Lake Linganore Association, Inc.

## Major Projects Construction Authorization Contract

This Contract made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between Lake Linganore Association, Inc. a Maryland Corporation ("Association") and \_\_\_\_\_ (Owner);  
Phone: \_\_\_\_\_ whose address is: \_\_\_\_\_  
and \_\_\_\_\_ ( Builder); Phone: \_\_\_\_\_ whose address is: \_\_\_\_\_ with respect to construction to be performed on the Lot subject of this Contract identified as Lot# \_\_\_\_\_ in the \_\_\_\_\_ Village in Eaglehead at Lake Linganore with a street address of \_\_\_\_\_, New Market, MD 21774. ("the Lot")

### Recitals

**WHEREAS**, the Association is charged with protection of property values and the preservation of conditions, covenants and restrictions (Covenants) pertinent to the property known as Eaglehead; and,

**WHEREAS**, said Covenants establish requirements and processes for approval of plans and specifications for construction on the property; and,

**WHEREAS**, Owner has agreed to abide by said Covenants by acceptance of a deed to the Owners Lot; and,

**WHEREAS**, Owner desires to initiate construction on Owner's property and has applied for approval of construction plans by the Association and,

**WHEREAS**, Builder is engaged in the construction business and desires to perform construction services for Owner on the Lot within Eaglehead;

**NOW, THEREFORE**, in consideration of the above recitals and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledge, the parties agree as follows:

1. Owner and Builder acknowledge that they have received a copy of the Declaration of Conditions, Covenants, Restrictions, Easements and Charges Affecting the Real Property Known as Eaglehead Planned Unit Development (Covenants) applicable to Owner's property, a copy of the Association Bylaws, the ECC Charter, current LLA approved Road Standards, LLA Rules and Regulations and a copy of the construction plans approved by the Association (collectively "Contract Documents"). These documents are hereby incorporated by reference and made a part of this Contract. Owner/Builder agree to conform to the letter and the spirit of said Contract Documents. Further, no violation of the Covenants can be allowed by intent or by omission on approved plans by the Association, the ECC and/or Board of Directors.
2. Owner and Builder may rely on the written authorization or approval by the Administrator of the Environmental Control Committee or a representative designated by the General Manager of the Association in any matter where Association approval is required.
3. Owner and Builder agree to a landscaping plan as approved by the ECC. Unless otherwise approved by the ECC, at least one-half (1/2) of one percent of the total market value of the property subject to a minimum of \$750, shall be expended for landscaping of wooded or substantially wooded lots. At least on (1) percent of the

# Lake Linganore Association, Inc.

## Major Projects Construction Authorization Contract

total market value of the property subject to a minimum of \$1500, shall be expended for landscaping of non-wooded or slightly wooded lots. Landscaping shall mean the installation of trees, permanent shrubs, ground cover, planting beds, terraces, or tree wells but shall not include lawns, mulch, temporary or annual plantings, fences of construction to control drainage. Total market value of the property shall be the market value of the lot and improvements. All landscaping under this provision shall be in place within the first month of the growing season next following substantial completion of the construction authorized. All planting material must survive one growing season or be replaced by the Owner.

4. Owner and Builder agree to follow the approved plans for construction in every respect unless authorized to deviate therefrom in writing by the Association. Owner/Builder understands that all elements of the approved plans and other approved construction documents and specifications are essential to performance of this Contract.
5. Owner and Builder agree that no trees shall be removed other than as indicated on the approved plans or subsequently approved in writing by the Association. Trees and under story plants to be preserved will be identified by the ECC Administrator after an on site inspection and review with the Owner/Builder. Tree and under story plant conservation will depend upon size, condition and species in question and their contribution to the site. Trees and under story plants identified for preservation will be protected by a temporary plastic fence erected a maximum of ten feet from the trunk of a tree or around under story plants. At no time will construction equipment or excavation dirt and debris be allowed inside this barrier fence. Owner and Builder understand and agree that the liquidated damages value for unapproved cutting, uprooting, burying or killing of trees measured one (1) foot above ground level and destroying of under story plants is as specified in Appendix A.
6. Owner and Builder agree that natural rock outcroppings will be preserved except as indicated on approved plans. Underground utilities, walkways and driveways will be constructed so as to preserve rock outcroppings and avoid root damage to trees designated for conservation. All uprooted tree stumps are to be removed from the lot within thirty (30) days and disposed of properly.
7. Owner and Builder shall provide sanitary toilet facilities for all workers prior to the start of construction, storage container (s) of adequate size to hold all debris generated on site and shall maintain a neat building site. Building materials and storage containers are not to be stored on the road right-of-way but may be on site or at a location on nearby private property with the prior written consent of the owner and of the ECC. Daily cleanup with off site disposal is preferred, in which case a storage container for debris will not be required.
8. Prior to construction, Owner or Builder shall establish at their expense a pull off area of either stone or asphalt on Association right-of-way adjacent to or on the building lot, to accommodate the temporary parking of construction and delivery vehicles. Such site is to be determined at the time site plans are submitted and approved by the ECC. The pull-off area will not be used for storage of construction material. The road shall be kept open to through traffic at all times and maintained at the same or better condition as existing prior to construction.
9. Prior to construction, Owner and Builder shall establish at their expense, an entry to the lot covered with permanent paving or #2 stone or larger in such a manner to prevent the tracking of mud onto roadways and will install the necessary culvert or concrete driveway and to allow for the flow of all storm water runoff.

# Lake Linganore Association, Inc.

## Major Projects Construction Authorization Contract

10. Storm water management, erosion and silt control:

- A. The Owner and Builder agree to make adequate provisions, acceptable to the Association, to prevent soil and erosion on and adjacent to the lot, and prevent sediment from washing into the lakes, streams and drainage ways, Prior to the start of clearing, excavation or construction, silt fence shall be erected on all lots unless the ECC specifically decides it is not required for a particular application. The silt fence shall be maintained so as to be fully effective until the later of a) when the home is occupied, b) all construction is complete, c) permanent soil protection is in place, or d) the soil is otherwise stabilized. Such controls, either permanent or temporary as are deemed necessary by the ECC, shall be erected and maintained on or near the lot by the Owner or Builder, upon completion and stabilization, the silt fences and other temporary measures shall be removed and the ground cover shall be restored.
- B. The Owner and Builder agree to fully execute the storm water management plan as shown on the site plan or other form if necessary, and to provide grading, detention basins, ground cover, or structures to adequately control storm water runoff in such a way as to prevent damage to other properties.
- C. Notwithstanding anything contained herein Owner and Builder understand and recognize that neither the Association Staff or the ECC are engineers and that the Association Staff and the ECC shall rely upon the opinions and certificates of the Owner's and/or Builder's engineering and design professionals, as maybe certified on the approved plans with regard to storm water management, erosion and silt control measures implemented.

Prior to any construction, Owner/Builder shall request a pre-construction inspection from the ECC. An agent of the ECC will inspect the site to verify compliance with all approved practices required before construction is started.

12. Owner and Builder agree to further comply with the following specific requirements during construction:

- A. The Owner and Builder shall be responsible for supervision of the site, the construction, and all contractors and subcontractors.
- B. All trash and waste, including land-clearing debris, generated on site will be contained in approved container(s) until removed from the site.
- C. No materials will be stored or discarded on adjacent lots, in the Association or public right-of-way or on Association property.
- D. All areas inappropriately disturbed, e.g., common property, roads, utilities, etc., will be promptly restored in a manner satisfactory to the Association. Should private property be damaged by the builder or Owner, it shall be restored to its original condition or compensation shall be given to the owner of the damaged property by the Builder or Owner to correct the damages, said restoration to be as approved by the ECC.
- E. Hours of construction will be confined to the following: Monday — Saturday, 7AM to 7 PM; Sunday 12 noon to 5 PM.
- F. Exterior mechanical equipment will be screened from view as approved by the ECC.



# Lake Linganore Association, Inc.

## Major Projects Construction Authorization Contract

- G. Siding material is to be installed as per the Rules and Regulations as adopted by the Association.
- H. Landscaping materials shall be installed in accordance with the approved landscape plan.
- I. Release of the Damage Deposit or security provided for such Damage Deposit, required by Paragraph 13 below. The ECC is authorized to collect from the Damage Deposit any Liquidated Damages contemplated in this Contract or may collect from the Damage Deposit necessary funds to correct repairs or damages caused to Association property for which Liquidated Damages are not established. The ECC may also require the Owner or Builder to bring the improvements into compliance with the approved plan in a timely manner satisfactory to the Association, or to use such funds to correct such deficiencies as may be necessary.

### 13. Damage Deposit:

- A. At the time of the signing of this Contract, the Owner or Builder shall deposit with the Association the sum of \$10,000.00 or a letter of credit in the same amount to be held by the Association without interest accruing to the Owner or Builder (the "Damage Deposit"). The Owner and Builder hereby authorize the Association to deduct from the aforesaid Damage Deposit or make demand on the letter of credit any amounts which are declared by the Association to be due and owing from the Owner or Builder as follows:
  - i. Liquidated Damages for those violations of this Contract as itemized in Appendix A to this Contract; and
  - ii. Repair costs implemented by the Association pursuant to Paragraph 14 of this Contract not otherwise addressed in the Schedule of Liquidation of Damages.

Such demand or deduction from the Damage Deposit shall not be made earlier than two weeks after notification to the Owner or Builder by U.S. Mail, during which time the Owner or Builder may, if possible to do so, correct the breach to the satisfaction of the Association, in which case the deduction or demand aforesaid will not be made. The letter of credit, if used, shall be irrevocable, and shall run to the benefit of the Association, and shall be in a form acceptable to the Association.

- B. The parties recognize that there may be inadvertent or willful infractions of this Contract, the Covenants, or the Application as approved by the ECC, which may damage the Association and/or its Members. In order to avoid expensive and lengthy litigation, all parties agree that it is desirable, where possible, to fix the dollar amount of certain breaches or damages caused by acts of omission or commission by the Builder or Owner, which may occur in the process of completing the improvements subject to this Contract. To that end the parties hereby agree to the amounts specified in Appendix A and entitled "Schedule of Liquidated Damage Amounts" attached hereto and made a part hereof.
- C. The Association agrees that if it accepts the Liquidated Damage amount paid by the Builder or Owner for any one or more of those breaches or infractions listed in Appendix A, it will hereafter undertake no further actions at law or in equity as additional recompense for that particular instance. Nevertheless, the Association reserves the right to seek other remedies, including but not limited to, the filing of an injunction, if it chooses in its sole discretion not to accept the amount stated as Liquidated Damages for the infraction in those cases where it deems the actual damages to be substantially in excess of the amount set forth in Appendix A or for such infractions that are not addressed in the Schedule of Liquidated Damage Amounts.

# Lake Linganore Association, Inc.

## Major Projects Construction Authorization Contract

- D. The Association shall in good faith endeavor to provide the Owner or Builder with immediate notification following the discovery by the Association of any breach under Appendix A and/or Paragraph 14 hereof. If feasible, the Association will provide the Owner or Builder with a reasonable period of time in which the Owner or Builder may correct or cure any deficiency prior to the Association declaring a breach and being entitled to liquidate damages. Liquidated Damages may be assessed if the Owner or Builder does not cure the said infraction within a reasonable period of time.
- E. The undersigned Builder and Owner agree that the amounts set forth in Appendix A are fair and reasonable for the breaches specified, and agree to pay the stipulated amount as Liquidated Damages and not as a penalty within five (5) working days of a request for same made by the Association. The amount may be withheld from funds in escrow or obligated in a letter of credit advanced by the Builder or Owner in accordance with Section 13(B) hereof.
- F. It is agreed by all parties that not all possible breaches can be listed in Appendix A. Any actions or omissions not listed in Appendix A which cause or result in damage to the Association and/or its members may be treated in a different manner such as by invoking the provisions of Paragraphs 13(A) and 14 of this Contract and such other remedies which may be available pursuant to the Covenants, the Contract Documents and otherwise pursuant to applicable law. The fact that a breach is not included in Appendix A does not relieve the breaching party of responsibility for payment in money or kind to the Association as compensation for damages caused.
14. It is agreed by the parties hereto that upon notification of any violation of the Contract Documents resulting in damages, as provided in Paragraph 13(A), Builder and/or Owner, as appropriate, may undertake to repair or correct such violation and/or resulting damage. The type of damage contemplated hereby includes but is not limited to, damage to the common areas, and failure to clear all debris including trees and brush. Damage to LLA roads shall be repaired and supervised by LLA. Road damage will be evaluated on a case by case basis as per Appendix A. Should Builder and/or Owner be unable to repair or correct such damage or for any reason fail to do so, the Association may undertake such repairs or corrections on behalf of Builder and/or Owner the actual costs of labor and materials plus fifty percent (50%) thereof or the Association's actual costs, which ever is higher, to cover tangible and intangible costs incurred by the Association. Builder and/or Owner agrees that this amount may be paid by the Builder or Owner or may be deducted by the Association from the Damage Deposit or the letter of credit securing the same, as provided for in Section 13 (B), without additional notification to or approval of the Builder and/or Owner. If the deviation from approved plans is significant, the ECC may recommend to the Board of Directors that it require removal of the non-complying items and reconstruction according to the approved application at the expense of the Builder/Owner.
15. In the event of breach of this Contract and failure to repair or correct damages, the Association, in addition to other rights and remedies herein, may withhold approval of future applications and construction submissions performed by the Builder and/or Owner or successors.
16. All changes, including but not limited to utility installation, shoulder construction, storm water drainage and culvert and driveway installation, shall conform with the ROADS STANDARDS of LLA as approved by the Board of Directors. Unless otherwise approved by the ECC, all road crossings of utilities must be bored. Liquidated damages shall be as specified in Appendix A.
- In the event that either the Owner or Builder breaches this Contract as contemplated by any term and/or condition herein, and if, as a result thereof the Association is required to institute or defend litigation, the Owner

# Lake Linganore Association, Inc.

## Major Projects Construction Authorization Contract

and Builder agree to pay the Association for its reasonable attorney's fees and all costs associated with said litigation, should the Association prevail as a party.

18. Owner and Builder acknowledge that in accordance with Article VII, Section 1 of the Covenants, and with limited exceptions, the exterior of all buildings or other structures must be completed within one year after commencement of construction of the same. Notwithstanding this requirement, the parties recognize the substantial costs and impact the deconstruction of incomplete improvements may have on the Association. Therefore, the Owner and Builder further acknowledge the following costs that shall be applied if extensions of the requisite time frame are sought.
- A. First Extension Request – If an Owner anticipates that the duration of construction of the improvements contemplated herein with regard to the Owner's Lot will exceed the one-year limitation described in Article VII, Section 1 of the Covenants, the Owner must submit a written extension request (the "First Extension Request") and a non-refundable extension fee in the amount of \$300.00 (the "First Extension Fee") to the ECC at least thirty (30) days prior to the expiration of the one year term. If the First Extension Request is approved by the ECC, any construction permits or authorizations issued to Owner or Builder by the Association with respect to the project will be extended for up to sixty (60) days beyond the one year deadline described in Article VII, Section 1 of the Covenants ("First Extension"). If the improvements remain incomplete upon expiration of the First Extension and Owner has not secured a Final Extension (as defined below), then in accordance with Article VII, Section 1 of the Covenants, LLA may deem the unfinished structure as a nuisance and have it removed at the Owner's expense.
- B. Final Extension Request – If the improvements are not completed within the time limit granted by the ECC's approval of a First Extension Request, the Owner must submit a written final extension (the "Final Extension Request") and a non-refundable final extension fee in the amount of \$500.00 (the "Final Extension Fee") to the ECC at least ten (10) days prior to the expiration of the First Extension. If the Final Extension Request is approved by the ECC, any construction permits or authorizations issued to Owner or Builder by the Association with respect to the improvements will be extended for up to thirty (30) days from date of expiration of the First Extension. If the improvements remain incomplete upon expiration of the Final Extension, in accordance with Article VII, Section 1 of the Covenants, the Association may deem the unfinished structure as a nuisance and have it removed at the Owner's expense.
19. Road Maintenance Impact Fee. At the time of the signing of this Contract, Owner or Builder shall pay to the Association a road maintenance impact fee in accordance with Article IV, Section 11(b)(iv) of the Bylaws (the "Road Maintenance Impact Fee"). For the proposed improvements contemplated herein, the Road Maintenance Impact Fee is 1.0% of the total cost of the proposed improvements. This Paragraph 19 does not apply if the lot is located on a roadway that is not maintained by the Association. Owner and Builder hereby acknowledge that the Road Maintenance Impact Fee is non-refundable.
20. Completion and Return of Damage Deposit if Applicable. Upon completion of the improvements contemplated hereunder, the Owner or Builder shall request a final inspection from the ECC. Upon final inspection and approval by the ECC, the Owner or Builder (as applicable and in accordance with this Contract) shall be refunded the remaining balance of the Damage Deposit, if any, less any deductions therefrom made pursuant to the Contract Documents.

# Lake Linganore Association, Inc.

## Major Projects Construction Authorization Contract

### Miscellaneous

- A. This Contract may not be assigned with out the prior written consent of all parties.
- B. This Contract contains the entire understanding between the parties. No modification or waiver of any of the terms of this Contract shall be valid unless made in writing and signed by the parties.
- C. No provision of this Contract shall be interpreted for or against any party hereto by reason that said party of his or her legal representatives drafted all or any part hereof.
- D. Should any provision of this Contract be found, held or deemed to be unenforceable, voidable or void, as contrary to law or public policy under the laws of the State of Maryland or any other State of the United States, the parties intend that the remaining provisions of this Contract shall nevertheless continue in full force and be binding upon the parties, their heirs, personal representatives, executors and assigns.
- E. Any waiver of any breach or default under this Contract shall to be deemed a waiver of any subsequent breach or default.
- F. Owner and Builder hereby agree that Owner Builder shall at all times during the term of this Contract maintain liability insurance in an amount not less than \$1,000,000.00 and, if required by law, workmen's compensation insurance, in the statutory amount hereunder. If required by the Association, a certificate evidencing such insurance shall be submitted to the ECC Administrator.
- G. Any capitalized terms herein not defined shall have the definition contained in the Covenants, or if not therein, as contained in the other Contract Documents.

This Contract shall endure until the authorized construction to which it pertains is completed according to approved plans and specifications to the written satisfaction and approval of Association and the payment to the Association of any amounts due hereunder.

In witness whereof the parties hereto have executed this Construction Authorization Contract, the day and year first above written.

Lot Number \_\_\_\_\_ Village \_\_\_\_\_

Lake Linganore Association, Inc. Signature \_\_\_\_\_ Title \_\_\_\_\_

Owner Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Builder Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

**Construction Authorization Agreement**  
**APPENDIX A**  
**Liquidated Damage Amounts**

Failure to comply with the ECC Guidelines, CAC, Covenants and/or Road Standards that deal with improving lots are subject to the following liquidated damages under terms and conditions set forth in the Contract. This list establishes a schedule of liquidated damages to which the Builder and Owner(s) hereby agree. This schedule is neither complete nor all-inclusive. Unless otherwise noted, liquidated damages are based upon a per occurrence basis and must be paid before any new appeals are granted by the Association. Notification will be verbal, with written or faxed confirmation of the violation. (For the purpose of this document, a period of days shall mean calendar days.)

Violation	Amount
Construction on, and/or clearing of an unimproved lot without ECC approval	\$500
Failure to install or maintain adequate sediment control/silt fence breach	\$500 (3 day notice) \$100 additional per day
No stone construction entrance/inadequate construction entrance	\$500 (3 day notice) \$50 additional per day
Landscape changes to lot: <i>*Measured 12" above ground to determine diameter*</i> Cutting, uprooting or killing trees without ECC approval Scaring of trees by not taking proper care with equipment Depositing of fill greater than 4" of depth over the trees root system	\$100/inch of diameter \$100/occurrence \$100/inch of diameter
Destroying, burning or killing understory growth without ECC approval	\$100/square yard
Not observing LLA construction hours	\$100 first three occurrences \$200 thereafter
Failure to provide or maintain portable construction toilet	\$100 initial occurrence \$200 thereafter
Failure to keep site free of construction trash and blowing debris	\$100 initial occurrence \$200 thereafter
Failure to provide trash receptacle or method of trash removal	\$100
Cleaning out concrete truck and dumping concrete waste in LLA PUD	\$250
Storage of materials/equipment on adjacent lot(s)	\$250
Variations from ECC approved plans without approved change order	\$500
Failure to comply with the Road Standards	\$500
Cessation of exterior work for sixty (60) days	\$1,000
Cessation of exterior work for ninety (90) days	Balance of liquidated damages up to \$10,000
Damage to LLA Roads	Calculated based on SY and appropriate thickness at price per ton set by LLA.

Owner Initials \_\_\_\_\_ Date \_\_\_\_\_

Builder Initials \_\_\_\_\_ Date \_\_\_\_\_

# Lake Linganore Association, Inc.

## Construction Phase Checklist

For your convenience, this list identifies those practices and items required during construction.

### 1. CONSTRUCTION PHASE

- a. ECC approval is needed to begin construction within Lake Linganore community.
- b. ECC approval is needed to store excessive soil.
- c. Super silt fence required on all construction.
- d. Provide temporary parking space for construction workers.
- e. Provide stone surface for temporary entry to lot with required culvert (if needed)  
*Reference LLA ECC Guidelines, Section V. Design Standards, paragraph 1.h.*
- f. Provide dumpster on-site for trash disposal, or set up daily cleaning and removal of trash.
- g. Provide toilet facilities.
- h. Lot corners and house location must be staked by registered surveyor.
- i. Site must be kept clean with erosion monitored through the construction process.
- j. All disturbed areas must be restored.
- k. Pre-construction inspection is required by ECC
- l. Final inspection by ECC required for release of Bonds or Escrow.

### 2. ENFORCEMENT OF ECC REQUIREMENTS

- a. All items approved by ECC must be completed as approved.
- b. All changes to approved items must be either corrected or a change request must be completed with the appropriate associated fee(s).
- c. Liquidated damages that may be levied are listed in CAC Appendix A.
- d. Serious unresolved damages or problems may result in construction limits within the Lake Linganore Association.

Owners Signature \_\_\_\_\_ Date \_\_\_\_\_

Builders Signature \_\_\_\_\_ Date \_\_\_\_\_

# Lake Linganore Association, Inc.

## Major Projects Materials List

### 1. Service Areas

Service Areas	Material	Finish	Color
Street Paving			
Driveway			
Entrance Walk			
Service Walk			
Headwall			
Culvert Pipe Under Driveway		Size:	
Cover on Disturbed Areas	<input type="checkbox"/> Mulch / Wood Chips <input type="checkbox"/> Seeded <input type="checkbox"/> Sod <input type="checkbox"/> Ground Cover <input type="checkbox"/> Other:		

### 2. Façade

Material	Manufacturer	Type / Style	Size	Color	Notes
<b>Siding</b> <input type="checkbox"/> Vinyl <input type="checkbox"/> Cedar					
Brick					
Mortar					
Stone					
Faux Stone					
Trim					
Roof					
Gutters / Downspouts					

# Lake Linganore Association, Inc.

## Major Projects Materials List

<b>Fascia</b>					
<b>Soffit</b>					
<b>Shutters</b>					
<b>Exposed Foundation</b>					

### 3. Exterior Features

Material	Manufacturer	Type / Style	Size	Color	Notes
<b>Doors</b>					
<b>Garage Door</b>					
<b>Sliding Glass Doors</b>  <b>Frame Material</b> <input type="checkbox"/> Anodized <input type="checkbox"/> Plastic Overlay <input type="checkbox"/> Painted					
<b>Windows</b>  <b>Frame Material</b> <input type="checkbox"/> Anodized <input type="checkbox"/> Plastic Overlay <input type="checkbox"/> Painted					
<b>Deck</b> (Includes Rails, Box Sills, Pickets, Steps, Columns)		<input type="checkbox"/> PTP <input type="checkbox"/> Cedar <input type="checkbox"/> Redwood <input type="checkbox"/> Other _____		<input type="checkbox"/> Paint <input type="checkbox"/> Stain <input type="checkbox"/> Left to Weather Color: _____	
<b>Retaining Wall</b>					
<b>Fence</b>			Height: _____		
<input type="checkbox"/> Lantern <input type="checkbox"/> Pre					



# Lake Linganore Association, Inc.

## Major Projects Materials List

Approved - Eaglehead Standard <input type="checkbox"/> Other (Specify)					
<b>Exterior Lighting</b> (Includes entrance light and other exterior lighting)			Location: _____		
			Height: _____		
<b>House Numbers</b>					

Owners Initials \_\_\_\_\_ Date \_\_\_\_\_

Builders Initials \_\_\_\_\_ Date \_\_\_\_\_

# Lake Linganore Association, Inc.

## Pre-Construction/Foundation Inspection Checklist

Lot #: \_\_\_\_\_ Inspection Date: \_\_\_\_\_

Checklist Items	Yes	No	If No, correction within:
House location/lot corners staked	<input type="checkbox"/>	<input type="checkbox"/>	
Foundation correct depth	<input type="checkbox"/>	<input type="checkbox"/>	
General grade correct	<input type="checkbox"/>	<input type="checkbox"/>	
Tree removal – remaining trees existent	<input type="checkbox"/>	<input type="checkbox"/>	
Stone construction pull off area	<input type="checkbox"/>	<input type="checkbox"/>	
Stone construction entry	<input type="checkbox"/>	<input type="checkbox"/>	
Culvert pipe installed	<input type="checkbox"/>	<input type="checkbox"/>	
Sediment control devices (silt fence) in place	<input type="checkbox"/>	<input type="checkbox"/>	
Toilet facilities in place	<input type="checkbox"/>	<input type="checkbox"/>	

Additional Comments:

Approved for construction: YES  NO

Signature: \_\_\_\_\_

# Lake Linganore Association, Inc.

## Final Inspection

Lot # \_\_\_\_\_

Village \_\_\_\_\_

Date of Request: \_\_\_\_\_

Date Inspection Completed \_\_\_\_\_

Pre-Construction Inspection completed:

YES  NO

Built per ECC documentation:

YES  NO

Landscaping completed per plan:

YES  NO Estimated completion date: \_\_\_\_\_

Light post installed:

YES  NO

Foundation to grade matches siding:

YES  NO

Utilities screened from view:

YES  NO

Driveway pipe installed per plan:

YES  NO

Final paving complete:

YES  NO

Exterior Comments:

---

---

---

SWM Issues

YES  NO

SWM Comments:

---

---

Final Inspection Approved?

YES  NO

Deposit amount withheld (if any) \_\_\_\_\_ *\*itemized below\**

Comments:

---

---

LLA / ECC SIGNATURE \_\_\_\_\_

Date \_\_\_\_\_

LLCS SIGNATURE (If in CDA) \_\_\_\_\_

Date \_\_\_\_\_

Deposit/LOC Released By \_\_\_\_\_

Date \_\_\_\_\_



# Lake Linganore Association, Inc.

The Lake Linganore Association, Inc. (LLA) Board of Directors amended the (ECC) Environmental Control Committee Guidelines of the Association on February 3rd, 2014.

Certified By:

(Signature) *[Handwritten Signature]*

(Date) 4/10/15

John Allemang  
Lake Linganore Association Inc.  
President

LR - HOA Dep Amendment  
25.00  
HOA Name: Lake  
Linganore Association  
Inc  
Reference/Control #:

=====  
Total: 25.00  
\*VOIDED\*  
04/20/2015 10:21  
CC10-KR  
#4124653 CC0601 -  
Frederick  
County/CC06.01.04 -  
Register 04

State of Maryland, County of Frederick, ss.

On this the 10 day of April, 2015, before me,

John Allemang, the above signed officer, personally appeared  
(LLA officer)  
who acknowledged himself to be the President of Lake  
(Officer's Title)

Linganore Association, Inc., a corporation, and that he, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as

John Allemang LLA  
(Officer's Name / Corporation (HOA) Name)

GARY L. JENKINS  
NOTARY PUBLIC  
FREDERICK COUNTY  
MARYLAND  
My Commission Expires 01/12/2016

In witness where of I hereunto set my hand and official seal.

Notary Public: *[Handwritten Signature]*  
(Notary Signature)

# LAKE LINGANORE ASSOCIATION

## ENVIRONMENTAL CONTROL COMMITTEE

Revised February 3, 2014

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- II. PURPOSE AND OPERATIONS
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- VII. ADDENDUM TO ECC GUIDELINES

#### I. DEFINITIONS

**ADMINISTRATOR** The employee of LLA who is responsible for conducting the operation and administration of the affairs of the ECC.

**ASSOCIATION** The Lake Linganore Association, Inc.

**COVENANTS OR CCR** "The Conditions, Covenants, Restrictions, Easements, and Charges Affecting the Real Property Known as Lake Linganore Planned Unit Development (PUD)" as recorded in the land records of Frederick County, Maryland relative to any lot or parcel of land.

**CAC** Construction Authorization Contract executed by LLA and Applicant, which sets forth the conditions, requirements and restrictions under which other parties are permitted to utilize the common properties owned or controlled by LLA in the course of construction within Eaglehead.

**ECC** The Environmental Control Committee of LLA.

**EAGLEHEAD** The name of the new city being built in the Planned Unit Development known as "Lake Linganore at Eaglehead."

**ELEVATION** The view of the side of a building as seen from one (1) direction, drawn to scale, without the introduction of perspective effects.

**ELEVATION, MSL** The height in feet, above mean sea level, of a point or line shown, based on datum established by the U.S. Coast and Geodetic Survey.

**ENGINEER'S CERTIFICATION** Where this term is used in these guidelines Engineer shall mean Professional Engineer and or Professional Licensed Surveyor.

**LLA** The Lake Linganore Association, Inc.

**LIQUIDATED DAMAGES** A pre-set dollar amount agreed upon in a contract between LLA and another party, for payment to compensate for specifically named damages or infractions which may be caused, or permitted to occur, by the other party, and which is agreed would be damaging to LLA and which amount, if tendered by the party committing the infraction or damage, and if accepted by the Association, shall constitute full and final settlement for the named infraction or damage. If not tendered and accepted, the parties shall have all other remedies available at law and in equity (Liquidated damages shall be assessed if the Owner/Builder does not cure said infraction within a reasonable time period, or as specified in Appendix A of the CAC, following notification).

**MARKET VALUE OF LOT IMPROVEMENTS** The price at which sold to the first buyer of house and lot. If the house and lot is not sold, the Market Value shall be deemed to be the amount for which a similar house is sold, or alternatively, the "full value" as set forth by the MD State Tax Assessor for the fully completed house and lot.

**OWNER** Owners of lots within LLA specifically including builders that own lots and are developing lots and/or constructing improvements upon such lots.

**MSL** Mean Sea Level (See Elevation, MSL above).

**PATHWAY** A trail or other walkway (including but not limited to paved, unpaved, natural and stone).

**PERMIT CONSTRUCTION** Provided to applicant building a structure.

**PERMIT UNDERGROUND UTILITIES** Provided to applicant installing UG lines in common area of LLA.

**PUD** Planned Unit Development.

**SHA** State Highway Administration Design standards for roadways mandated by the state.

**SWM** Storm Water Management Seeks to reduce, control and prevent stormwater runoff to improve water quality and either reduce or control flooding and erosion.

**TRAILS** A path, track or unpaved lane or road (including but not limited to paved, unpaved, natural and stone).

## II. PURPOSE AND OPERATIONS

In the past, and often still, Developers established specific requirements as to what a building should look like – usually called the Architectural Covenants. This approach toward ensuring certain qualities of design froze the ideas of that era. A decade or so later, these ideas often were outmoded as innovation, or new trends replaced the old. What was fashionable in one generation became passé in the next. To overcome this drawback; to allow for innovation; to keep design up to date; to give Owners and their Architects and Builders maximum flexibility; the concept of our ECC was adopted: no hard or fast rules as to size, cost, materials, or appearance, but allow wide latitude with a design-capable Committee, the ECC, to pass judgment on each building as to whether it met that test of "good design".

Thus Article VI of the Covenants was written to provide for an Environmental Control Committee (ECC) to review, and approve or disapprove, every structure or improvement to be put upon the land, including landscaping, tree removal, clearing and colors.

This Committee has broad powers to use its' judgment for the purpose of ensuring that all improvements in Eaglehead are accomplished in a way that will enhance the appearance, livability and therefore the property values in our community. These powers are to be taken seriously, as they have consequences affecting the living environment of the Members, as well as the Member's investment.

The concept of a Committee exercising judgment in matters of design allows more latitude for the Owners and their Designers to express themselves and meet their particular requirements. New and varied ideas can be better incorporated than if explicit covenants were set forth as to size, price, materials and other elements affecting design.

Since judgment is to be rendered setting limits on design expression, it is imperative that the Members of the ECC be capable in matters of design, and that the staff serving the Committee be sensitive to the Committee concepts and willing to interpret and carry out the findings of the Committee, and to faithfully execute them in a friendly manner.

The ECC does not concern itself with the interior of buildings. Its' only concern will be to see that the proposed exterior of all structures, and all improvements to properties, meet the standards set. Neither will the ECC consider, nor pass upon, the structural adequacy of any building – which will be left to Architects, Engineers and Code enforcers. It will, however, be concerned about how buildings and other improvements relate to the land upon which they are to be sited. The authority of the Committee will be exercised relating to appearance of everything on a site, by whomever done, which can be seen from any part of Eaglehead.

The decision of the ECC has the force of a covenant peculiar to the specific lot about which it was made. The work of the ECC is completed when the structure is completed as approved; the Committee has the duty and power to enforce its' decisions, but not matters pertaining to any other covenant or restriction. The ECC is a deliberative body, rendering judgment respecting applications made to it; it is not a policing body. Once a decision is made, it will fall to the duty of other enforcement mechanisms in the Association to police compliance. Thus there is a clean line (completion of the structure and site as approved) between the duties and powers of the ECC and a Covenant Compliance Committee (CCC). The Board, the CCC and staff should have the duty and authority to require compliance with the decisions of the ECC.

A staff person assigned to the ECC shall carry out the Committee decisions. No application shall be approved by any staff person except in accordance with instructions from the Committee. Any purported approval or permit issued without the consent of the Committee shall be invalid. The Committee may delegate to a staff person the authority to make certain limited decisions, and issue permits, allowing specific items or pre-approvals issued by the ECC.

The following articles and sections of the CCR require action by, or involve, the ECC: Article VI in its entirety wherein the ECC is created and empowered; Article VII, Sections 5, 6, 10, 11, 12, 13, 16, 17, 18, 26, 27 and 31; Article VIII, Section 1; Article IX, Sections 1 and 2; and Article X wherein enforcement of the Covenants is provided for, including decisions of the ECC.

Article VI gives power to the Board of Directors to receive and act on any application in lieu of the Environmental Control Committee. Alternatively, the ECC appointed by the Board is empowered to make decisions regarding the visible construction or destruction on any lot or parcel. Action by the Board

will be taken only in such circumstances as when there is no existing ECC, or when the ECC refers a difficult or controversial decision to the elected Board, or when the Board formally instructs the ECC to refrain from considering an action which the Board chooses to consider.

Although there is no explicit provision in the Covenants for appeal from a decision by the ECC, reconsideration and appeal are now permitted. Once the Board of Directors renders a decision following an appeal, it is final. The reconsideration and appeal process is explained in paragraph 1 of *Structure*.

The ECC will adopt and publish *Design Standards*, and *Fundamentals of ECC Operations* as approved by the Board of Directors. Forms, including checklists designed to assist Members and Builders, and to improve the ease of administration, will be created from time to time by the ECC. Information setting forth items, which can be approved by the Administrator without further reference to the Committee, will be published. These will be in printed form and two (2) copies will be made available, without cost, to any Member requesting them.

The Board shall establish the amount of an application fee used to defray part or all of the cost of administering the ECC, and a schedule of liquidated damage dollar amounts levied for infractions. The Board may take such other actions as it deems necessary to address infractions or damages if the liquidated damages are not accepted as sufficient remedy.

### III. FUNDAMENTALS OF ECC OPERATIONS

**THE PURPOSE** of the Environmental Control Committee (ECC) is to allow members of the Lake Linganore Association a maximum opportunity for flexibility and innovation in planning improvements on their land, while ensuring a high quality of design which will enhance their visual living environment and improve the economic value of their property. Alternatives such as fixed design standards, and no standards at all, were considered and rejected in favor of employing a skilled Committee to render judgment, their only criteria being the quality of design, enhancing life and economic value. Under the Covenants (CCR), the ECC has substantial responsibilities assigned to it, together with the authority to carry out those responsibilities. The following *Fundamentals of ECC Operations* will enable the ECC to carry out its function of applying judgment in protecting the interests of all members of the Association. Under normal conditions the following shall apply:

**1. PRIME RESPONSIBILITY:** The responsibility of the ECC is only to the Members of the Lake Linganore Association. It must take the long view regarding the good of the entire community. Short-term benefits to an individual or firm must take a back seat to the larger community interest. The interests of any party subordinate to those of the members, or that of the entire collective membership, over shadows the perceived interest of a single owner.

**2. SCOPE OF ECC AUTHORITY:** The ECC process begins when a submission is made by a member/applicant of the Association requesting its approval under the authority and responsibility given the ECC and the Directors under Article VI, particularly, and other Articles of the CCR. The changes on each lot or parcel which are approved by the ECC (or the Board of Directors if it, instead of the ECC, considers the application) become a particular covenant on that lot, and the owner is then obligated to follow exactly the improvements as they were approved by the ECC. Failure to do so may invoke the same actions and liabilities, as is the case with the violation of any other covenant, including the assessment of liquidated damages or other remedies. Following approval of an application, the ECC Administrator will inspect the improvements as they are progressing, to the point of their completion, to



see that the approved application is followed in every particular. When the ECC Administrator, on behalf of the ECC, certifies in writing that the construction or other changes have been completed as approved, the role of the ECC is complete. Thereafter, as much as in matters not related to the application approved by the ECC, the Covenant Control Committee or other covenant enforcement system of the Association is empowered to act on all covenant violations.

**3. CONDUCT OF MEETINGS:** The ECC is a deliberative body exercising judgment on the written exhibits submitted by an owner/member. Interjections by persons who are not Members of the Committee are not conducive to the level of concentration demanded and, therefore, are not permitted unless requested by a Committee member. Decisions of the ECC are made solely upon review of drawings and written exhibits, observations regarding site inspections, or other personal knowledge reported by a Member of the Committee, observations and recommendations by the ECC Administrator, and such verbal comments by applicants as may be requested by a Member of the Committee.

**4. MEMBER IN GOOD STANDING:** Applications may only be made by members in good standing. The ECC Administrator will not accept or process any applications by members that are outstanding in their assessment payment, or that are in violation of Lake Linganore Association governing documents. Any application received by a member not in good standing will be returned. Applications may be re-submitted once all obligations, whether financial or compliance related, are resolved.

**5. ADEQUATE APPLICATION:** Applications shall not be considered received until all exhibits, and items thereon required by the *Design Standards* and checklists provided by the ECC, are signed in as being administratively sufficient by the General Manager or ECC Administrator. Applications should include only essential information for review.

**6. APPLICATION TIMELY RECEIVED:** Any application received less than four (4) business days prior to a regularly scheduled meeting may normally not be considered at that meeting of the ECC since time is required to check the application and prepare for the meeting. A submission is not considered "received" until all necessary exhibits are in order. The sixty (60) day rotation for the ECC to render a decision on an application does not start to run until it is "received" as defined herein.

**7. TIME FOR CONSIDERATION OF APPLICATIONS:** Any adequate application not acted upon by the ECC within sixty (60) days after it is signed, as set forth in paragraph "3" and "4" above, shall be considered approved with the same effect as though approval were given in writing by the ECC. The ECC will make an effort to act on an adequate application within Three (3) weeks after it is received as set forth above, but the applicant cannot be assured of such a three (3) week schedule. The ECC Administrator will notify applicant within two (2) business days after receipt of plan (by telephone followed up in writing) as to the adequacy/sufficiency of the application.

**8. FORCE AND EFFECT:** The approval in writing of an application by the ECC has the full force and effect of any other covenant in the CCR applicable to that lot or parcel. The owner may not change the exterior of the building or other structure once it has been approved by the ECC, unless that change is made the subject of another application, and that change is then approved by the ECC. Infractions of this covenant result in the levy of liquidated damages as set forth in the Construction Authorization Contract (CAC), or physical correction to conform to the approved plans and other exhibits, as well as all other remedies of the Association allowed by the CCR and the Bylaws of the Association. Owner and builder may rely on the written authorization or approval by the Administrator of the ECC, or a designated representative by the General Manager of the Association, in any matter where Association approval is needed.

**9. AUTHORITY DELEGATED TO THE ECC ADMINISTRATOR:**

**RESPONSIBILITY:** The Administrator, a staff person employed by the Association and assigned to the ECC, may have only such authority as approved in accordance with the ECC job description, and to approve applications as may be delegated in writing to him by the Committee. He is also authorized to review all applications for their completeness and accuracy; to receive (as defined in paragraphs "3" and "4" above) and sign for those which he deems complete after his review; to reject and return for more information those which are not complete or accurate; to request additional information which will make an application complete and accurate and to report his actions on this authority to the Committee; to present, with or without recommendation, complete and accurate applications to the Committee at its meetings; and thereafter to give the applicant a written finding of the Committee. He shall make such inspections of the applicant's site as he deems necessary, or as requested by the General Manager or the Committee or its Chairman, both before approval, and after approval, during continuation of improvements, to ensure compliance with the conditions of the approval.

**10. BOARD OF DIRECTORS ACTING IN LIEU OF THE ECC:** As authorized in Article VI of the Covenants, on its own initiative or upon recommendation of the ECC, the Board of Directors may review an application and render its findings, in lieu of consideration and action by the ECC, in which case the ECC shall exercise no authority, although it may make recommendations to the Board of Directors for its consideration prior to rendering a decision. There shall be no appeal to the ECC of a decision prior to rendering a decision. There shall be no appeal to the ECC of a decision made by the Board of Directors. **The final authority is the Board of Directors.**

**11. RECONSIDERATION AND APPEALS:** Upon request by an applicant, the ECC may reconsider a rejection or conditional approval if, in its sole discretion, additional information offered may allow a different decision to be made.

- A. Decisions regarding enforcement of the ECC rulings, or other Covenants, may be appealed to the Board of Directors, regarding what the member/applicant, owner, builder or developer considers unreasonable or improper interpretation of covenants, or liquidated damages accepted in lieu of other remedies.
- B. After a member/applicant has exhausted all remedies with the ECC, including reconsideration by the ECC, and is dissatisfied with its ruling, the member/applicant may appeal to the Board of Directors of the Association (the Board) from the ruling of the ECC. The appeal may be based on one (1) or more of the following grounds: 1) violation of one (1) or more of the Covenants or Bylaws of the Association; 2) violation of the laws and regulations of the State of Maryland or of the United States; 3) a ruling contrary to the express provisions of the Charter of the ECC as approved by the Board of Directors; 4) failure of the ECC to consider relevant facts supplied by the applicant; 5) acting on an application in an arbitrary and capricious manner.
- C. The aggrieved member/applicant may request an appeal under Procedures established by the Board. Written argument may be supplemented by a verbal presentation, if desired, alleging the Presence of any of the above grounds, and no other, must be presented to the Board of Directors at a scheduled open hearing. The Board of Directors at a meeting with a quorum personally present, including a Director who is a member of the ECC, shall hear the applicant, and thereafter will receive and consider written and/or oral comments by the ECC. The Board may allow expert testimony, and may, at its sole discretion, receive comments by members who are not affiliated with the applicant. Other persons shall not have

standing and their comments shall not be received. If the applicant does not establish the presence of one (1) or more of the stated grounds, the decision of the ECC shall stand. After considering the arguments, the Board may affirm, affirm with modification, or override the decision of the ECC. **The decision of the Board shall be final and subject to due process of law.**

**12. APPLICATION FORM:** An ECC approved form Application must be completed by the applicant. There are several different Application Forms that may be used depending upon the nature of the development, construction or modification. Sample Application Forms are attached hereto and each describes the type of development, construction or modification to which it may be applicable. Any questions as to which Application Form is applicable to a particular proposed development, construction or modification should be directed to the ECC Administrator for response prior to submission of the Application. Application fees, as approved by the Board of Directors, are charged to help defray the cost of operating the ECC including the Salary of paid staff, as well as other expenses. Cash or checks are deposited as soon as received. The fees are considered earned when the ECC Administrator reviews the submission. Refunds will be made only if the application is withdrawn before the ECC Administrator first examines it. After an application is withdrawn, or approved construction is not built for any reason, a subsequent application on the same lot or parcel will require the payment of the fee irrespective of the fact that an earlier fee was charged on a submission which was withdrawn or not executed by the owner.

**13. EXECUTION OF APPROVALS:** If the ECC approves the application or approves the application subject to conditions, the Owner may be required to execute a CAC outlining the specific conditions that are to be met. The ECC Administrator shall have the authority to determine if a project requires the execution of a CAC. After the ECC or the Administrator has issued a written approval of an application, or conditional approval made subject to changes specified by the ECC, the improvements on the lot or parcel must be made exactly as approved, conditionally or unconditionally. NO deviation from the approved application may be made EXCEPT upon written request and approval from the ECC. Changes made in the on-site improvements which are, in the sole opinion of the ECC, substantive violations of the Covenant created by the approval of an application, shall be corrected or made subject to remedies available to the Association.

**14. LIQUIDATED DAMAGES AND REMEDIES FOR INFRACTIONS:** Inasmuch as infractions caused by failing to make improvements as stipulated in an application approved by the ECC, or causing other violations of the CCR or the approved application, or failure to comply with contractual agreements and rules of the Association will be damaging to the Association or its members, the Association may levy liquidated damages as stipulated in the Construction Authorization Contract (CAC), or may take such other actions as are available to it under the CAC, the Covenants, or the Law.

#### **IV. STRUCTURE**

As provided by Article VII of the Covenants, the Environmental Control Committee (ECC or the Committee) is appointed by the Board of Directors of the Lake Linganore Association (LLA).

- A) **SIZE.** The ECC shall consist of five (5), seven (7), or nine (9) persons, as determined by the Board of Directors, from time to time, the majority of whom shall be members of LLA.
- B) **APPOINTMENTS TO AND REMOVALS FROM THE ECC.** Persons to fill vacancies on the ECC shall be Members of LLA. The ECC will act as Advisor to the Board of Directors on any recommendation for appointment. The Board of Directors shall make all appointments. Each Member of the ECC will serve at the pleasure of the Board. One (1) appointment of the ECC shall be made available to a Member of the Eaglehead Building Community.

- C) **CHAIRMAN.** The ECC may recommend the person for the position of its Chairman, but the Board of directors shall make the appointment.
- D) **VACANCIES.** When vacancies occur on the ECC for any reason, the procedure described for appointment to the ECC, as Stated in "A" and "B" above, shall be followed.
- E) **QUALIFICATIONS FOR APPOINTEES TO THE ECC.** Those persons who are to serve on the ECC shall be selected for the particular qualities they would bring to the Committee in order to exercise the judgment required to evaluate the application for construction, rehabilitation, remodeling, or other improvement to property. Not more than two (2), non-voting, non-members may be appointed to the ECC. Such appointments may be of only those persons with training, professional experience, or other special qualification which would bring to the ECC professional knowledge required to evaluate applications to the ECC when such skills are not available among Members of LLA who are able and willing to serve on the ECC.
- F) **STAFF TO THE ECC.** An Administrator(s) shall be employed by the Association as part of the staff. The Administrator(s) of the ECC shall serve in receiving and evaluating the applications and advising the Owners; inspecting sites for compliance with ECC approved applications; and shall provide administrative support to the ECC. The Administrator(s) shall have such authority as given from time to time by the ECC and approved by the Board and shall be considered a member of the committee with full voting rights.
- G) **APPEAL FROM DECISION OF THE ECC ADMINISTRATOR.** In those cases where a decision by the ECC Administrator, acting on authority granted by the Committee, is unsatisfactory to the Applicant, an appeal may be requested by the Applicant, in which case the original application shall be reconsidered accompanied by any additional information furnished by the Applicant shall be reviewed by not less than a quorum of the Committee, which then shall approve, approve subject to conditions, or disapprove the application.
- H) **RECONSIDERATION.** Every Applicant shall have the right to reconsideration of the decision made by the ECC in the particular case, The request for reconsideration must be made in writing within thirty (30) days after the ECC decision, supported by additional information and argument. The reconsideration shall thereafter be heard within thirty (30) days following the request for reconsideration, by not less than a majority of the entire Committee. The decision by the ECC after reconsideration shall be final, unless the Applicant appeals to the Board of Directors.
- I) **APPEAL TO THE BOARD OF DIRECTORS FROM THE DECISION OF THE ECC.** Following reconsideration, a decision of the ECC may be appealed to the board within thirty (30) days after the decision by the ECC following reconsideration as set forth in the *Fundamentals of ECC Operation*. The Board of Directors will provide the ECC with a timeframe for an appeal hearing.
- J) **QUORUM.** For conduction regular business and consideration of applications and appeal as submitted, or approval subject to conditions or restrictions, or disapproval of any application and for an appeal as described above, the quorum shall be any three (3) members of the Committee attending an ECC meeting. The quorum shall be a full majority in person of the entire ECC when there is a hearing on, and action required upon a reconsideration requested by an Applicant; for adopting policies; for recommending to the Board of Directors a person to be appointed Chairman of the ECC; and for recommending persons to fill vacancies on the committee.
- K) **VOTING.** Any matter being considered at any meeting of the ECC shall be by a majority of those Members attending in person, provided that not less than a quorum is present, Committee Members having a conflict of interest in any application shall not vote thereon. A conflict on the part of the committee Member shall be presumed if the interest is financial, or the application is by a relative, friend, or business associate. In every vote considered by the ECC, the members present shall vote either for or against the motion or action. Any person

who is qualified to vote, but refrains from doing so, shall be recorded as voting in the negative. Abstentions are not recognized. Committee Members not present during the majority of the discussion on a matter shall not vote thereon and shall be recorded as being absent for that vote even if present at the time the vote is taken. The ECC Chairman shall cast the last vote on all matters.

- L) **ABSENCES.** Any committee Member who is absent for more than three (3) consecutive regular scheduled meetings of the ECC shall cease to be a Member of the Committee, unless the absence was for the reason of illness, or personal or family catastrophe; or other reason which in the opinion a majority of the remaining Members of the Committee would prevent attendance; or unless a leave-of-absence of known duration is requested in advance of the absence.
- M) **COMPLIANCE.** A decision by the ECC after reconsideration, if applicable, or by the Board of directors on an appeal, is a covenant affecting the land and improvements which were the subject of the application as approved by the ECC, and such covenant has the same effect as any other of the covenants, restrictions, and conditions in the governing document of the LLA, commonly known as "The covenants", and as such are enforceable by the LLA, Breaches of approved application, or work begun on a property without approval of the ECC, or failure to apply to the ECC prior to starting any improvement, excavation or clearing may result in filing suit for injunctive relief and the assessment of liquidated damages as approved by the Board of Directors of LLA and as set forth in the Construction Authorization Contracts, and additionally set forth in any other agreement(s) signed by the Applicant or the agent of the Applicant, the liquidity damages levied, if not promptly paid, shall be collected by using all means available to the Association under the Covenants (as for unpaid dues and assessment or otherwise) and under Maryland law. The ECC or its Administrator shall bring the breaches to the means available. The Association may elect to seek remedies at law, or in equity, in lieu of accepting liquidated damages for the relief of the Association. As set forth in the Covenants, actions available to the Association include entry upon the property to correct the infraction at the expense of the Owner or the parcel of land involved.
- N) **COMPENSATION.** ECC Members will serve without compensation. Consultants to the ECC may be paid as agreed with the knowledge and consent of the Board of Directors. The Administrator for the ECC shall be compensated at a rate set by the General Manager and approved by the Board of Directors. Other staff Members of the LLA who serve the ECC shall be compensated under the administrative and personnel policies of the LLA. The Administrator shall be responsive to the ECC and its Chairman, but shall be under the administrative supervision of the General Manager.
- O) **MEETINGS OF THE ECC.** Meetings of the ECC shall be held at regular intervals as determined by it from time to time, but not less than monthly. Members of the LLA may attend any regularly scheduled meeting. The ECC meetings are for the purpose of having its Members exercise their judgment, acting together, considering all factors of each application, the neighborhood, and the whole of Lake Linganore at Eaglehead, as to appearance, the living environment, and property values. Meetings of the ECC shall be conducted as an open forum. Oral comments by observers are not accepted at any meeting other than when a Member of the ECC asks questions of the Applicant or agents of the Applicant. Any Member of LLA may never the less submit comments in writing which shall be welcome, especially if facts not set forth in the application are presented to the ECC as an aid in making a better informed judgment. Written statements received before a final decision is made by the ECC shall be as carefully considered as though a part of the original application. Any lot for which the ECC has received an application for approval will be posted with a notice of intended construction least ten (10) days before the review by the ECC. The ECC encourages suggestions and comments from the residents. Any suggestions or comments should be submitted in writing to the ECC prior to the meeting, or they shall not be considered.

- P) **MEMBER'S RIGHTS.** Every Member of the Association has the right to use property owned in Eaglehead, as may be desired, in ways that do not unfairly or unreasonably impinge on the rights of others. The ECC must preserve that right in assuring that improvements anywhere do not denigrate the neighborhood or the environment creating wanton obstruction of views, or reduction of property values. Every Owner has the right to build on that land He or She owns which, nevertheless inevitably causes some changes in the original appearance of the land. The ECC must approve new construction or changes in ways that will accomplish the overall objective while preserving Member's rights.
- Q) **REIMBURSEMENT OF EXPENCES.** Verified expenses made by any ECC Member on behalf of the Association shall be reimbursed under the procedures of the Association.

## V. DESIGN STANDARDS

### OVERRIDING OBJECTIVE TO CREATE IN EAGLEHEAD

- The best possible living environment
  - In buildings of enduring beauty
- In a community of unparalleled excellence

### GENERAL PRINCIPLES

- A. Buildings are to be sited to fit the land.
- B. Existing trees and vegetation, and natural features, are to be preserved to the maximum extent practical. To these ends, buildings shall be located at the most advantageous place on the lots without regard to any artificially imposed setback lines.
- C. The buildings are to be blended into the natural existing environment.
- D. Streets are to be designed to fit the land, control speed and have minimum impact on the landscape. Lots and driveways are to be designed to allow for maximum parking of vehicles and long term parking on roadways is discouraged.
- E. Water is to be retained on or near the site, and beyond that, detained and slowed to the maximum practical extent and managed in a manner not to adversely impact trails, paths and roadways by providing safe passage, using a ten-year storm event as the design basis. Temporary SWM design and Permanent SWM designs are monitored closely for the protection of existing property.
- F. Buildings shall be of good design on all sides.
- G. There is no requirement for a certain "STYLE" of architecture.
- H. All recorded covenants must be complied with.
- I. Trails and pathways adjacent to the site will be graded and stabilized with grass by applicant so that final grades are in conformity to the new grades established by construction. Signs should be installed indicating the trail is part of the LLA system.
- J. Road and drainage infrastructure adjacent to and impacted by building will be installed by applicant utilizing approved standards and guidelines of the LLA. Storm inlets and storm drain pipe will be installed as necessary to accommodate the impact of new construction and cost will be borne by applicant. Maintenance of approved infrastructure installed will be turned over to LLA and will be included under existing agreements for same.

**SPECIFIC DESIGN GUIDELINES**

The design guidelines herein stated are written with the purpose of guiding Owners and Builders through the design process for which the ECC has a covenant responsibility to oversee. They are an effort to find that balance between "fixed design standards and no standards" as stated in the *Fundamentals of ECC Operations*. Building plans, site plans, and other submissions that conform to the guidelines will normally be approved. Those that do not will be closely scrutinized by the ECC to determine if departures from the guidelines satisfy their spirit and intent.

1. **SITE:** House placement and suitability to the site:
  - a. **House Plan:** The house plan is to be suitable for the site so as to cause minimum disturbance of the earth, trees, rock outcroppings, and vegetation. For example, do not try to place a level-land house on a steeply sloping lot. If major grading is required, the wrong house is being proposed for this particular lot. Sloped lots exceeding 15% must show a temporary SWM plan in addition to a final grading and SWM plan.
  - b. **Wooded Lots:** On wooded lots, place utility lines parallel and adjacent to, or under driveway and walkway, so as to not require clearing of additional strips of trees and natural vegetation. Where the location of mains makes this impractical, lay them closely parallel or in the same ditch so as to avoid cutting numerous lanes through trees. Cleared lanes for utilities are not to exceed fifteen feet (15') in width.
  - c. **Trees:** Trees with trunks 6" or more in diameter (measured one foot (1') above the ground) located more than ten feet (10') from the walls of any building, shall not be cut unless specifically approved, as marked on the trees by a representative of the ECC. Dead snags and near-dead trees must be approved for removal by the ECC after examination on site. Flowering small trees such as Dogwood and Redbud, and shrubs such as Mountain Laurel, should be preserved when not within the approved cleared areas. Trees and understory growth to be preserved will be identified by the ECC Administrator after an on-site inspection and review with the builder. Trees less than six inches (6") in diameter may be preserved, if in the opinion of the ECC Administrator they contribute to the overall appearance, i.e. dogwood, redbud, iron wood, wild cherry, mountain laurel, etc. All Trees and/or understory growth identified for preservation will be protected by a temporary plastic fence erected ten feet (10') from the trunk or around understory plants similar in nature to tree preservation methods shown in SHA Standards, most current edition. The builder will ensure that no damage occurs during construction by not allowing construction equipment or excavated dirt and debris inside the barrier of the fence. Damage to any of the aforementioned trees or understory growth as a result of the builders negligence may result in funds (as specified in Appendix A, Liquidated Damages Amounts) being drafted against the builders escrow or letter of credit.
  - d. **Natural Rock Outcroppings:** Natural rock outcroppings will be preserved, except as indicated on approved plans. Underground utilities, walkways, and driveways will be constructed so as to preserve rock outcroppings, and avoid root damage to trees designated for conservation. All tree stumps are to be removed within thirty (30) days after being uprooted from the lot, and disposed of properly.
  - e. **Utility Installation:** The proposed location of all utility lines and pipes, on alignments picked for least harm to the natural vegetation, shall be shown on the site plan at the time of its submission to the ECC, which shall designate the acceptable lane to be cleared for these utilities. All utility ditches in non-paved areas shall be back-filled with suitable earth to ninety five percent (95%) of maximum possible, as defined by the American Association of State Highway Officials (AASHO), or with crushed stone.
  - f. **Site Plan:** The site plan shall show existing contours at two feet (2') vertical intervals, as well as proposed final contours at the same interval, and spot elevations at all critical

points of the finished grade, with indications of how drainage is to be handled to discharge points off the subject property and past the nearest trail, path and roadway when completed, if applicable. Show driveway location and grades as well as connection to the street with the drainage swale, pipe and headwalls proposed and identify how it will tie into the drainage at the nearest off-site point. Provide an Engineer's Certification that the discharge point is adequate to safely convey a concentrated point of relief for conditions up to a 10 year storm event and the stormwater management plan of the site is compatible with discharging into any existing stormwater management systems.

- g. Existing Plants: Natural existing understory plants in the woods may be preserved in undisturbed areas, or replaced with shade tolerant ground cover plants or shrubs. Wood chips or shredded bark can be spread over raw earth until fallen leaves cover the ground. Lanes cleared for installation of underground pipes and wires may be seeded or sodded, or may be replanted with ground covers, shrubs or trees. Flowering trees and shrubs are suggested, though not required.
- h. Driveway and Driveway Apron: Where required by the proposed drainage pattern, a pipe shall be placed under the drive in line with the drainage ditch, of a size to carry water runoff in a ten (10) year storm. Maximum grade of the driveway shall not exceed fifteen percent (15%) Provisions set forth in the LLA Road Standards shall be mandatory for every property: especially paving, apron and grades required. The surface may be of asphalt blacktop; but colored and textured concrete exposed aggregate concrete; concrete stamped, colored and textured to simulate any of a number of paving materials; brick; any of a verity of paves; and flagstone are preferred over blacktop. Stabilized gravel or other approved material may be accepted only under certain conditions where grade is not in excess of seven and one half percent (7.5%) and erosion will not be a problem, but pervious is preferred over impervious paving to encourage infiltration and lessen storm water problems. Plain concrete is best avoided because of the harsh appearance in conflict with the natural environment. Provide an Engineer's Certification that pipe size is adequate to provide safe passage of water volume equivalent to a 10-year storm event.
- i. Post Lanterns: Post Lanterns are required by covenants to be on each lot. They are to be placed on the lot within two feet (2') of the front lot line, and preferably near the driveway. All of these lights shall be of the type and size approved by the ECC for use in the Village where the house is to be built. Every light is to be illuminated during all hours of darkness, and controlled by a dusk to dawn switch.
- j. House Numbers: House numbers, as assigned by Frederick County, shall be displayed on every house in accordance with requirements established by the Frederick County Division of Fire and Rescue Services.
- k. Walks: The surface of walks may be of the same texture and material as described for driveways. Texture and color is preferred over plain concrete.

## 2. HOUSES:

- a. Style: There is no preferred architectural style. Architects are encouraged to use their good judgment to produce the best possible solution to fit the Owner's program and the land without preconceived notions of style. Start with the program and fit it to the unique characteristics of the site. The building, and all improvements, will be judged as to whether the standard of *good design* is met. It is to be noted, however, that one of the criteria in judging good design is how well it fits within the context of its neighborhood and



the street on which it is located. For a given neighborhood or street, a certain architectural character may be predetermined by the Developer or ECC, in which case the houses therein must fit that character.

- b. Style: There are no minimum or maximum sizes limits. Good design demands that each house, and other building(s), is in contact and sustains the market value of all houses; that is, no house shall be allowed which would, by its appearance, reduce the value of nearby houses. There should be a consistent quality of design. In communities where design is poor and indiscriminate, size and design of some houses can undermine the value of others.
- c. Exterior: All visible parts of the exterior of all buildings shall receive equal attention to design quality. Rear and end walls to which appropriate design attention has not been applied shall not be approved. A house, or row of houses, should look as good from the rear as from the street, this does not mean that the rear has to look like the front, but it must look as good. The all brick front with fancy entrance, trim and shutters, and a rear of ends with cheap looking siding, no trim, no shutters, and plain door should be avoided.
- d. Decks and Porches: Design should be given the same attention as other parts of the house. They should be consistent with the house in detail, color, texture, and other design characteristics.
- e. Colors: Colors are to be subdued, permitting the house to blend into the landscape. Earth tones, those with low brightness and with shading, are preferred for siding and roofs. The body color (the predominant color of the walls) is to be used on the walls, the masonry or concrete foundation above finished grade, and the garage door. Bright saturated wall colors are to be avoided, as are most blues and white or off-white for siding. Roofs should be black, charcoal, or a dark shade of gray, brown, green or red; avoid tan, blue, white, other light colors, unpainted galvanized steel, aluminum, or a color which will call attention to the roof because of its lightness or reflectivity. The second color, used on trim and window frames, may, but need not be of a slightly different hue, or shade, to that of the body color. An accent color may be used on the main entrance door and maybe of a brighter, more saturated hue, to call attention to it. Gutters and down spouts should be of the same hue as the background against which they are mounted, even if of a slightly different shade or tint. In those instances where a substantial member of houses are to be built forming a street, cul-de-sac, or neighborhood of a consistent unique architectural design, white or other colors may be used if they are an essential part of the design, and upon written approval of the ECC.
- f. Siding  
Siding may be of a variety of materials: stone, brick, stucco, wood in various patterns and species, high quality vinyl of a profile duplicating that of wood siding, or other materials suitable to the design of the building as may be approved by the ECC. Vinyl or other artificial material must be installed and meet specific standards approved by the ECC. (See Approved Materials, Section B.) Materials which deteriorate rapidly, or which give a low quality appearance, are to be avoided. Plywood as siding shall be used only where the design treatment, such as with battens in a pattern, is found acceptable by the ECC, but Texture 111 and plywood grooved to simulate boards are generally to be avoided. [Advisory: Wood siding which is to receive one (1) coat of stain should be pre-stained by the manufacturer so as to avoid brush laps which occur when siding is stained by brush application after installation. Where more than one (1) coat of paint or heavy-bodied stain is to be applied, brush laps usually are not a problem.] The appearance of brush laps shall require immediate additional applications, since the laps are unacceptable. Since they deteriorate rapidly, "natural" coatings (those intended to retain the natural color of the

wood with out the addition of pigment) are not usually acceptable, some species of wood in some locations are neither painted not stained, but are allowed to weather for many years, since in Frederick county, MD most wood species do not weather gracefully, an Owner wishing to leave wood siding uncoated must provide evidence of how the wood will weather – what its appearance will be after a number of years – and if the ECC is convinced that the long term appearance will be satisfactory, it may then be allowed.

- g. Fastenings: Fastenings (nails, etc.) shall be of a material which will not rust or bleed, disfiguring the surface. First choice for all exposed nails in siding and trim is stainless steel; second choice is doubled hot dipped galvanized. Electroplated and single dipped galvanized are to be avoided unless the siding is to receive two (2) coats of paint as soon as installed. Fasteners that may rust shall never be used in any place that will be exposed to the weather.
- h. Windows and Doors: Windows and Doors are to contain no highly reflective materials other than glass. Aluminum sash and frames must be anodized black, bronze or another dark color. If vinyl or other plastic is used, it should be dark colored, like bronze, dark brown or black. In those instances where a substantial number of houses are built, forming a street, cul-de-sac, or neighborhood of a consistent unique architectural design, white or other colors may be used if they are an essential part of the design, and upon written approval of the ECC.
- i. Roofs: Roofs may be of a variety of materials. Cedar shakes of wood shingles, slate, clay tile, painted standing seam steel tern roof, and architectural, (heavy textured) asphalt shingles are all acceptable. Preformed steel or galvalume, if pre-painted with a long lasting coating, is acceptable. All roof types must be consistent with the architecture of the building. Unpainted aluminum or galvanized steel will not be approved.
- j. Foundations: Where exposed above final grade, the Designer should give consideration to this part of the house just as he does the rest of the exterior. It must have a finished appearance and must be specified in the application to the ECC. If brick or stone is used on the main parts of the house, it must be carried to below finished grade. Raw concrete or block will not be accepted. If painted, it must be the same hue as the siding above.
- k. Service Yards / Sheds / Exterior Storage Structures: Service Yards should be given the same attention as the house design, and should be coordinated with it architecturally. All sheds / Exterior Storage Structures regardless of home type shall be placed on a level surface and be maintained in accordance with LLA covenants regarding exterior maintenance of a home.
  - 1.) Detached Homes: Every single-family house must have a service yard or an exterior space for storage of unsightly utilitarian items, out of sight of the neighbors in their houses, yards and streets. The Covenants do not allow basements to be used in lieu of service yards. An approved storage shed may suffice. The combined shed and fenced service yard should be at least one hundred (100) square feet in size. Sheds must conform in design, materials, and colors, to the existing home unless concealed under a deck that is completely screened with lattice or like material. Steel, vinyl, aluminum, or other non-wood sheds are prohibited on any viewable part of a lot. In general, shed size is limited to 160 square feet unless applicant requests and receives an exception from the ECC. Space in a garage may substitute for a service yard only if one hundred (100) square feet of the garage is available in addition to one hundred and fifty feet (150) square feet for each vehicle space.
  - 2.) Townhouses
    - a) Townhouses Enclosed by a Privacy Fence.  
Sheds / Exterior Storage Structures may not exceed the height of the privacy fence and must be placed in one of the four corners of the lot. Sheds /

Exterior Storage Structures must conform to the color and appearance of the unit and must have either true lap siding or a molded horizontal siding appearance.

b) Townhouses Not Enclosed by a Privacy Fence.

If there is no existing dividing fence on the property, one must be installed. Sheds / Exterior Storage Structures may not exceed the height of the privacy fence. Proposed shed must be screened on two adjacent sides with privacy fence and must conform to the color and appearance of the unit and must have either true lap siding or a molded horizontal siding appearance.

- l. Chimneys and Fireplaces: As to those parts seen from outside the building, shall be of a design acceptable to the ECC, compatible with the design of the house.
- m. TV and Radio Antenna: The ECC will review the placement and color of TV and radio antenna as controlled by LLA Covenants Article VII, Paragraph 18, "TV Antenna." *No television antenna shall be installed or permitted to remain on any lot or building in the Development more than one month after central cable or similar service is available. No radio transmitter or antenna shall be constructed or permitted to remain on any lot in the Development except by written consent of the Environmental Control Committee., as modified by rulings of the Federal Communications Commission (FCC) of the Federal Government. No Satellite dish antenna larger than one meter (39.4") in diameter of whip antenna longer than twelve feet (12') will be approved.*
- n. Fences: Fences must be of a design approved by the ECC. Chain link and plain wire fences are not acceptable. To pet proof an acceptable fence, wire may be used on side next to the Owner's Yard if it is factory or field coated in black or very dark green or brown. Fences may not encumber walkways or infringe on easements adjacent to property lines. The height of the fence will not be any higher than four (4) feet, unless applicant requests and receives an exception from the ECC.
- o. Erosion: Erosion must be controlled to minimize silt loss from the lot and shown on the Site Plan with a Sequence of Construction. This is best accomplished by not disturbing natural existing plant cover. Super silt fence shall be required on any lot as set forth in regulations adopted by the Board of Directors to impede silt discharge during construction, and it must be retained until natural cover is established, after which it shall be removed. Standard silt fence may be used in lieu of super silt fence only when applicant can demonstrate through submitted plans that the majority of the subject property is flat or has very little contour. Lots exceeding 15% slope will have a temporary storm water management device installed in coordination with the clearing and grubbing stage to ensure management of concentrated flows during construction.
- p. Solar Panels: When planning the installation of solar collector systems on an existing house, townhouse or new house, particular attention to aesthetic appearance must be addressed. The size of the panels should be proportionate to the proposed roof surface or exterior wall location, as applicable. In addition and subject to applicable laws, these specific guidelines must be met:

- All cables must be installed along the roof, rake, ridge and/or eaves to conceal from view.
- Cable may not be placed across any front elevation of the house.
- Any cable(s) or tubing affixed to siding must be concealed by trim, faux gutter, or conduit that is painted to match the existing siding color.
- Panels, cables, and apparatus related to the operation of the solar collector systems must be maintained for appearance and operational factors. The owner shall be responsible for all such maintenance and related expenses.
- Any additional proposed solar collector systems, beyond those expressly approved by the ECC, must be submitted to and approved by the ECC.
- If any new color or style of shingles is approved by the ECC related to installation of solar collector systems, all roof sections must be replaced to achieve a uniform appearance. If any new color or style of exterior wall covering is approved by the ECC related to installation of solar collector systems, all exterior wall sections must be replaced to achieve a uniform appearance.
- Black solar collector systems are recommended for aesthetic reasons.
- Panels are only permitted to be installed on the surface of a roof or exterior wall of a home or other building approved by the ECC. Temporary or permanent solar collector systems may not be placed in yards on posts or any location other than a roof or exterior wall surface.
- Exterior inverter boxes must be placed next to the existing electric meter and must be screened from view or painted to match the color of the existing siding.
- All panels should be centered on a roof or exterior wall section and/or align with existing windows and other features in order to provide an acceptable aesthetic appearance. Proposed location of panels must be approved by the ECC prior to installation.

NOTE: Installation of solar collector systems (as defined in Section 2-119 of the Real Property Article of the Maryland Code), including solar panels, shall be permitted as provided herein and consistent with Maryland law or then applicable law, if any. Current Maryland law provides that any restriction regarding the installation of solar collector systems cannot be unreasonable, meaning that such restrictions cannot significantly increase the cost of the solar collector system or significantly decrease the efficiency of such system. All of the specifications herein provided are subject to the aforementioned legal limitations related to cost and efficiency, and as such, are generally consistent with the current law. However, because the law regarding solar collector systems is developing and is subject to change or modification, the Board of Directors reserves the right to amend and modify the ECC Guidelines governing installation, maintenance, and use of solar collector systems, which guidelines may be more restrictive than current guidelines.

- q. Other: Other items which will be reviewed by the ECC and must be shown on the plans include; Heat pump, fuel tanks, and air conditions are screened from view; exterior lighting is shielded so as to not be a nuisance to neighbors; flag poles and banners; house numbers conforming to the LLA standards; permanent barbecues and outdoor fireplaces; dog houses and dog runs; docks in or on a lake; signs; play equipment structures and common use structures, among others. These and other structures visible to the neighbors must be submitted for approval.

**APPROVED MATERIALS**

(If compatible with building design)

**A. ROOF**

- Hand-split re-sawed cedar shakes
- Architectural, heavy textured asphalt shingles, w/25 yr. Warranty.

- Slate
- Tern metal standing seam, painted an approved color
- Standing seam galvanized steel coated with Kyar or equal of approved color V crimp.
- Concrete or fiber reinforced shingles of approved color and texture. Roof colors: dark, non reflective as black, dark shades of either gray, brown, green, or red, earth and forest colors, natural weathering as on cedar shakes.

Not usually approved: bright aluminum or galvanized steel; lightweight asphalt shingles; aluminum or steel stamped in imitation of shakes or other textures; any material white in color; and "tar paper"; among others to be decided by the ECC.

## B. SIDING

- Stone (natural) of an acceptable pattern, or emulated stone if well applied and of a pattern and color acceptable to the ECC.
- Brick of an acceptable color (local reds & salmon generally acceptable.) Wood siding of Cypress, Cedar, or Redwood of other species in patterns of colonial, bevel, German, v-joint, vertical board and batten, board-on-board, of channel rustic; all either finished smooth or rough sawn, painted or stained, all as approved by ECC.
- Stucco or EIFS in an acceptable pattern and color.
- Vinyl siding with the texture and appearance of cedar siding, colors as stated in Section 2. Design Standards. Applicant for vinyl siding must provide documentation and color sample.
  - 1) Siding will meet or exceed nominal Thickness per ASTM D3679 section 4.2.
  - 2) Thickness will be .044" nominal
  - 3) PVC material embossed with texture of wood grain pattern.
  - 4) Vinyl siding will have a 40+ manufacturers warranty.
  - 5) Vinyl siding will be installed based on manufacturers recommended installation instructions, a copy of those instructions will be provided to ECC.

NOT usually APPROVED; Texture T-111 plywood or similar; plywood scored in imitation of plank siding; composition siding in imitating stone or brick; bright aluminum or galvanized steel; raw concrete blocks in common bond; and raw concrete; among other to be decided by the ECC. Clear, transparent coatings applied in an attempt to retain the natural appearance of wood are not encouraged since they fail and must be renewed yearly, unless conclusive evidence is shown to the contrary.

### PRE-CONSTRUCTION REQUIREMENTS

1. Owner and builder shall provide sanitary toilet facilities for all workers prior to the start of construction; storage container(s) of adequate size to hold all debris generated on site; and maintain a neat building site. Building materials and storage containers are not to be stored on the road right-of-way, but may be on site or at a location on nearby private property with the prior written consent of the Owner and of the ECC. Daily cleanup with off-site disposal is preferred, in which case a storage container for debris will not be required.
2. PRIOR to construction, Owner or Builder shall establish, at their expense, a pull-off area of either stone or asphalt on Association right-of-way adjacent to the building lot, or on said lot, to adequately accommodate all temporary parking of construction and delivery vehicles at all times. Such site is to be determined at the time site plans are submitted and approved by the ECC. The pull-off area will not be used for storage of construction material. The road shall be kept open to

through traffic at all times and maintained at the same or better condition as existing prior to construction. Contractors must provide proper maintenance of traffic during material deliveries and operations by notifying ECC of planned deliveries at least 2 days prior, by providing proper signage, cones or personnel for any road blockage of any duration. Alternatively flagmen with radios may be utilized.

3. PRIOR to construction, Owner or Builder shall establish, at their own expense, an entry to the lot covered with permanent paving or #2 stone or larger, in such a manner to prevent the tracking of mud onto roadways, and will install the necessary culvert or concrete driveway plan to allow for the flow of all storm runoff.
4. PRIOR to construction, Owner or Builder shall provide adequate soil erosion and storm water controls to prevent the erosion of soils and sediments from the lot. Temporary SWM devices to be installed simultaneously with clearing activities on all lots exceeding 15% slope. The Owner or Builder shall maintain the controls during the entire period of construction and post-construction until natural plant materials or retaining structures are adequate to stabilize all soils at which time such controls are to be removed. Super-silt fences are required on all new home building projects. On sites not under a current overall County Soil and Erosion Control (SEC) plan, measures shall be in place and approved by Association Staff prior to any construction.
5. PRIOR to construction, Owner or Builder shall request a pre-construction inspection from the ECC. An agent of the ECC will inspect the site to verify compliance with all approved practices required before construction is started.

### CONSTRUCTION REQUIREMENTS

1. Owner and Builder agree to further comply with the following specific requirements during construction:
  - a. The Owner and Builder shall be responsible for supervision of the site, the construction, and all contractors and subcontractors.
  - b. The site will be kept neat. All trash and waste, including land-clearing debris generated on site, will be contained in an approved container(s) until removed from the site.
  - c. No materials will be stores or discarded on adjacent lots, in the Association or public right-of-way, or on Association property.
  - d. All areas inappropriately disturbed, e.g. common property, roads, utilities, etc., will be promptly restored in a manner satisfactory to the Association. Should an adjacent lot private property be damaged by the Builder or Owner, it shall be restored to its original condition, or adequate compensation shall be given to the Owner of the damaged property by the Owner or Builder.
  - e. Hours of construction will be confined to the following:
    - Monday-Saturday 7:00AM to 7:00PM
    - Sunday 12:00PM to 5:00PM
  - f. Exterior mechanical equipment will be screened from view by plantings or enclosures, as approved by the ECC.
  - g. Siding material is to be installed as per Section 8 of the Rules and Regulations, as adopted by the Association.
  - h. Landscaping materials must include a variety of hardwood trees as well as smaller shrubs, and be installed in accordance with the approved landscape plan.
  - i. Proper stabilization of disturbed area will occur on site within 14 days of final grade by using temp-seed, permanent seed, Curlex, matting material, or other generally approved stabilization materials.

- j. The mixer drums of ready-mix concrete trucks shall not be cleaned, nor washed out, nor excess concrete be deposited in the LLA PUD. All such activity shall be done outside the LLA PUD. The external chute mounted on the ready-mix truck and the exterior surface of the truck may be washed out on-site provided all concrete scraped or washed for the chute and all water used for the wash-down of the chute and truck exterior will be disposed of on the lot on which the structure is being built and only in locations which will be covered by not less than 18 inches (18") of soil.

The CAC provides for a deposit against damages that may be caused to the Association common property and facilities and/or to protect against the unauthorized removal of trees. PRIOR to the release of this deposit, the ECC shall make an inspection to ensure that no damages have been caused or trees improperly removed. In the event that such damages were caused and/or trees were improperly removed, the Owner shall be provided notice and shall be given an opportunity for a hearing before the Board or the CCC, as applicable. If no hearing is timely requested, the ECC shall be authorized to use the deposit funds to take appropriate corrective action. Notwithstanding the above, in the event of a bona fide emergency no notice and hearing shall be required. However, the ECC shall promptly notify the Owner of the actions taken and funds expended. In the event of violations or non-compliance, further enforcement action may be taken by the Board or the CCC as noted above and as outlined in enforcement procedures adopted by the Board. In addition to the above, in the event damages are caused to the Association's common property that exceed the deposit, the Owner shall be personally responsible for the same and shall indemnify and hold the Association harmless for such damages.

## VI. SUBMISSIONS TO THE ECC

### GENERAL

All elements of the house exterior, and in view, on the lot must be explained in the submission to the ECC, and are to be reviewed for compatibility. The exhibits submitted must be complete and accurate enough that a Committee sitting around a table will fully understand exactly what the Owner wants to build --- otherwise the wrong judgments may be made to the detriment of the Owner because of miscommunication. Rendered elevations, perspective drawings, and pictures are helpful in communicating ideas, but are not required. All lot improvements and buildings must be completed as approved. Only those parts of structures and other changes, which can be seen from the exterior of the buildings or related to the site, such as doors and windows, need be shown in the submission. The ECC approval does not imply structural adequacy, since it is not concerned with such matters. Builders and Owners must obtain structural advice from others. ECC approval is not a substitute for, or in lieu of, other building codes, rules, and regulations. The codes used by governments at all levels are controlling, and no action by the ECC shall be construed as contravening any other government code.

### REQUIREMENTS

1. *Applicant Must Prepare and Submit Plans in Accordance with this Section* – Any owner of any tract of land located within the jurisdiction of the Lake Linganore Association and Environmental Control Committee, who creates a disturbance of land, shall cause a plan of such activity to be made in accordance with the regulations set forth herein.
2. *Approval of Plan Required* - Plans may be submitted to both the Lake Linganore Association Environmental Control Committee and Frederick County Department of Permit Review simultaneously, however, work may commence only upon complete approval by both entities.

3. *Penalties* – Any applicant who violates these regulations shall be subject to the penalties set forth in the governing documents of the Lake Linganore Association.
4. *Discrepancy* – Wherever there is a discrepancy between minimum standards or dimensions noted herein and those contained in the Zoning Ordinance or other official regulations of Frederick County, or other governmental agencies, the more severe standards shall apply.

#### GENERAL STYLE AND FORM

1. *Provide Information* – Plans shall provide all the pertinent information as to existing site conditions, property ownership, and the like, that may be necessary for the ECC to properly consider the proposed development. This information shall be accurate and reliable.
2. *Plan of Development* – It shall show the general plan of ultimate development for the property. This information should be drawn to scale.
3. *Drawing Material* – It may be drawn in pencil or ink, on a reproducible material, and shall be at a scale no smaller than one inch per 30 feet or as required by the ECC Staff.
4. *Vicinity Map* – It shall include a vicinity map showing the location of the property and its relation to other plat sections, roads, streams, etc., at a scale no smaller than one inch (1") per 800 feet.
5. *Title Information*
  - a. Plan name to include lot number, village, and street address.
  - b. Names, addresses, and phone number of owner, builder/contractor, and Architect, Landscape Architect, surveyor, or engineer, if any.
  - c. Description of lot location by streets, tract, political subdivision, etc.
  - d. Scale, north point, and date.
  - e. Surveyor's certification of boundaries and Engineer's certification when applicable.
  - f. Information as to Existing Physical Conditions.
  - g. Revision block.
6. *Information as to Existing Physical Conditions*
  - a. *Boundaries* – Boundaries of the land being developed in heavy outline, and the acreage therein. The source of horizontal datum shall be included.
  - b. *Topography* – Topographic contours at two (2) foot intervals. The source of the contour data shall be indicated. Contours shall extend fifty (50) feet beyond the lot boundary except across a public road. Existing contours to be shown with dashed lines.
  - c. *Physical Features* – Water courses, wooded areas, floodplains, wetlands, buildings, transmission lines, pipe lines, other utilities, bridges, and any other significant physical items, with the sizes and grades of any water or sewer lines. This includes but is not limited to the following:
    - All trees 6' and larger in diameter measured at one (1') foot above ground.
    - All other significant features of the lot, such as rock outcroppings, drainage swales, good views, etc.
    - Adjacent common property



- Trails and waterways and the method utilized to prevent altered stormwater flows directed over or into them.
  - Water or sewer line if within one hundred (100') feet of lot or to be impacted by development.
  - Nearest wall of existing building (or those proposed by the applicant) on adjacent lots.
  - Rock outcroppings with description of plans to mitigate such if in the footprint of the construction. Blasting is not recommended if near existing dwellings and Builder shall be obligated to prove the need for blasting and provide a plan to mitigate the risks.
  - Government required flood plain and wetlands with setbacks and/or buffers, if any.
- d. Streets and Roads – Locations, widths, and names of all existing roads, any street that bounds it; including those recorded but unimproved (shown by dotted lines); alignment of the centerline of the drainage ditch along the road or lot lines; elevations of the centerline of the road opposite the front corners and opposite the centerline of the driveway; utility, or other rights-of-way or easements; parks, and other public spaces; subdivisions, lots, and property lines; the locations and outlines of permanent buildings; the owner names, liber and folio of all adjoining property. Installation of LLA approved storm inlet for pipe crossings if they currently do not exist.

#### 7. Information as to Proposed Site Improvement

- a. Proposed Topography – Proposed topographic contours at two (2) foot intervals, shown with solid lines, and spot MSL elevations at critical points in the plan. Trees and natural vegetation to be cleared for the house location and areas of the lot to remain undisturbed. Proposed grading and final grass planting within graded areas for any trail or pathway bordering the site so that final grades tie together and common area can be utilized and marked for intended purpose.
- b. Environmental:
- Stormwater – Temporary and permanent managed stormwater flow over the finished lot and points of discharge at the lot lines if concentrated, as in pipes and ditches, proposed path of stormwater to drainage or stream on common property, impact and proposed mitigation for common area, and sediment and erosion control measures. Applicant must submit a pre-certification by a civil engineer licensed in the State of Maryland that all storm water flow on the lot and/or being received on the lot has been calculated for a ten year (10) storm event and will have safe conveyance across the lot and at the point of discharge from the lot so there is safe conveyance even at the concentrated point of release. (See Section V, Item 1, Paragraph F). Plans must include notation of any existing SWM devices including but not limited to Filtration Trenches and corresponding 2 inch to 4 inch diameter outfall pipes. Protective barriers during construction and marker at outfall pipe when final grade is established are required.
  - Existing Trees – Proposed temporary and permanent protection for minimizing damage of root systems of trees ten (10") inches or more in diameter at breast

height, in areas where the root system may be disturbed by ditching, excavation, or construction activity. For this purpose the root system shall be assumed to be at the drip line of the canopy above, or fifteen (15') feet from the tree trunk, whichever is the greater dimension.

- Sediment and Erosion Control – SEC general notes, details of SEC devices, SEC measures, and SEC Specifications and details shown. Temporary and permanent.

c. Construction:

- House Locations - House locations with foundation walls to scale. (It is not necessary to show interior room arrangements, but it is desirable to show locations of room uses within the outline of the building to foster better understanding by the ECC of the intended construction.) Parcels of land intended to be conveyed or temporarily reserved for public use or for the joint use of property owners, with an explanation of the provisions or conditions of such conveyance or reservation and the proposed arrangements for ownership and maintenance including but not limited to Trails, Pathways and SWM devices
- MSL Elevations – MSL elevations of finished basement, entry foyer, and main floor based on the same datum as the contours of existing grades.
- Accessory Amenities – Patios, porches, terraces, walks, stoops, exterior stairs, retaining walls, fences, storage tanks, utility pedestals, AC or heat pumps, service yard, accessory buildings and similar improvements, to scale with MSL elevations of these features and of finished floors and of other significant features including but not limited to Trails, Pathways and SWM devices.
- Driveway – Driveway to scale, with centerline elevations at all critical points; drainage pipes, at the centerline of the drainage swale alongside the street if required by site conditions. Show pipe invert elevation and its diameter, or cross section dimensions of elliptical "squash" pipe. Flare driveways on a seven (7') foot radius or seven (7") foot triangle for the apron at the street paving. (See the most current LLA Road Standards for required apron characteristics.) All driveway aprons must be a minimum of 18 feet wide, Radii not included in measurement. Also plans must clearly indicate location of any possible additional on-lot parking areas for future use.

- d. Utilities – Locations of existing and proposed utilities and drainage facilities, locations of connections to mains off-site, and areas to be cleared for their construction.
- e. Building Setback – Proposed building lines along all streets, with the amount of setback indicated.
- f. Description of Improvements – General description of structures, driveway, sediment and erosion control and other improvements proposed to be installed.

8. Graphic Information

- a. Boundaries – Exact boundaries of the lot area with dimensions to hundredths of a foot and bearings to half-minutes. These boundaries may be determined from existing plats of record.

- b. Bearings and Distances – Bearings and distances to the nearest recorded property corners or other monuments which shall be accurately described on the plat.
- c. Adjoining Owners – Names and locations of adjoining subdivisions and the locations and ownership of adjoining un-subdivided property.
- d. Adjoining Roads – Exact locations, width, and name of each existing or recorded road or street adjoining or intersecting the boundaries of the tract.
- e. Engineering Data – The exact length and width of every road, street, alley, easement, or other public or private way within the tract, with the length and bearing of every tangent, length of arcs, radii, internal angles, point of curvature, and any other necessary engineering data; with the names of such ways, and the purpose of easements or other ways. Accurate location of every lot line with its dimension to hundredths of a foot and bearings to minutes, except that this data need not be repeated on a series of parallel lines or lines of the same length.
- f. Setback Lines – Minimum building setback lines on all lots and other sites.
- g. Public/Association Lands – Accurate outlines or any areas dedicated or reserved for public use, or for any other purpose except sale, with the purpose indicated.
- h. Lot Area – Accurate area of each lot or parcel, other than public ways.
- i. Drainage Lines– Existing and relocated courses of any water or drainage flow arrows; courses traversing the tract, with the right-of-way or easement lines provided therefore. The above include downspout outfalls. Drainage lines must be designed to have no impact on or over LLA common area (outside of roads and ditches) such as trails, paths parks or playgrounds. Downspout outfalls may be directed to stormwater systems such as ditches, if existing system can accommodate but in no case may they flow on to driveways unless flow is directed away before entering roadway. Drainage flow shall have safe conveyance beyond trails and paths.

#### 9. Certificates and Other Information

- a. Design Certification– Certificate and signature of the designer to the effect that the plan and proposed design is correct and represents the proposed improvements to the property.
- b. ECC Approval – A space shall be provided for Certificate of Approval by the Environmental Control Committee.
- c. Engineer's Post Runoff Certification – Calculations and signature of the engineer that the stormwater runoff information is correct, if applicable. Shall be in accordance with a 10 year storm event. Certification by Engineer that completed work is in compliance with original design to their best knowledge and belief. This requires a final inspection and certification by Engineer for items included in original design.
- d. Engineer's Pipe Size Certification – Calculations and signature of the engineer that the pipe and drainage ways are correct, if applicable. Shall be in accordance with a 10 year storm event.

**A. THE SITE PLAN SUBMITTED**

Site plan must show all of the following information on a drawing at a scale not to exceed 1" = 20' (All references to "elevations" on site plans refer to feet above mean sea level (MSL) based on USGS datum.)

1. Existing, (use dashed lines) and proposed final contours (shown with solid lines) at vertical intervals of two feet (2') or less, and spot MSL elevation at critical points in the final plan to include 50' offset all lot lines.
2. All trees 6" and larger in diameter measured at one foot (1') above the ground.
3. All other significant features of the lot, such as rock outcroppings, drainage swales, significant views, etc.
4. Trees and natural vegetation to be cleared for the house location, areas of the lot intended to remain undisturbed.
5. Proposed location of the underground utilities and location of connections to mains off-site, and areas to be cleared to enable their construction.
6. House location with foundation walls to scale. It is not necessary to show interior room arrangements, but it is desirable to show locations of room uses within the outline of the building to foster better understanding by the ECC of intended construction.
7. MSL elevations of finished basement, entry foyer, and main floor based on the same datum as the contours of existing grades.
8. Patios, porches, terraces, walks, stoops, exterior stairs, retaining walls, fences, storage tanks, utility pedestals, AC or heat pumps, service yard, accessory buildings and similar improvements, to scale and with MSL elevation of these features and of finished floors and of other significant features.
9. Lot lines with dimensions and bearings; adjacent common property; trails and walkways; water line if next to a lake; street location and width; alignment of the centerline of the drainage ditch along the road; and elevations of the centerline of the road opposite the lot front corners, and opposite the centerline of the driveway. (Government requirements regarding flood plain and wetlands, if any, must be shown.)
10. Driveway to scale, with centerline elevations at all critical points; drain pipe, at the centerline of the drainage swale alongside the street if required by site conditions. Show pipe invert elevation and its diameter, or cross section dimensions of elliptical "squash" pipe. Head walls are required on all pipes under driveways within the street right-of way. Flare driveways on a seven foot (7') radius or seven foot (7') right triangle for the apron at the street paving. (See most current LLA Road Standards for required apron characteristics.) An Engineer's Certification of adequate pipe size shall be shown on the Site Plan.
11. Managed stormwater flow over the finished lot (and managed flow from the lot while under construction) and points of discharge at the lot lines if concentrated, as is pipes, ditches, and the proposed path of stormwater to a drainage ditch or stream on common property. If not part of a current valid County SEC or SWM plan, provide the following: Drainage Area Map, Pre- Runoff Data, and Post Runoff Data, or an Engineer's Certification that post runoff does not exceed pre-runoff.
12. Proposed temporary and permanent protection for minimizing damage of root systems of trees ten inches (10") or more in diameter at breast height, in areas where the root systems may be disturbed by ditching, excavation, or construction activity. For this purpose the root system shall be assumed to be at the drip line of the canopy above, or fifteen feet (15') from the tree trunk, whichever is the greater dimension.
13. Post lantern location and type.
14. North arrow, lot number, village, street address; name, address and phone number of the house Architect, the landscape Architect, the Engineer, the Owner, the Builder, if he/she has

been selected, plus date and scale. If revised, dates of revisions are to be included in the title block.

15. Nearest wall of existing buildings (or those proposed by the applicant) on adjacent lots.

16. Additional required plan items:

- General SEC Notes (Applicable County Notes)
- Design Certification (Modified County Plan)
- Construction Sequence
- Details of Sediment Control Devices and sequence of construction.
- Disturbed Area delineated, i.e., Limits of Disturbance
- All proposed improvements
- All Sediment Control measures shown and labeled
- All proposed and existing contours
- Scale
- Adjacent property owners
- Title information
- Date
- Owner/Developer/Builder addresses and telephone numbers
- Specifications and details when applicable
- Drainage area shown
- Any proposed storm drainage structures, if applicable
- Pipe material
- Structure schedule, if applicable
- Pipe schedule
- Storm drain easements and widths shown
- Open channel details (Cross-sections, profiles and computations may be required)
- Rip Rap (Calculations and details may be required) and only allowed under extreme conditions.
- All storm sewer, sanitary sewer, and other easements shown within 50' of the lot
- North arrow and datum
- Vicinity map
- Drainage arrows where designed
- Walks, trails, roads and common property within 50' of lot or potential adversely impacted by construction
- Items shown on a current valid County SEC/SWM Plan may be waived by Association Staff
- Floodplain and buffers (if applicable)
- Wetlands and buffers (if applicable)

#### **B. BUILDING ELEVATIONS** (view of each of the four (4) sides)

Drawings shall be at scale of ¼ inch per foot is preferred, but 1/8 inch per foot minimum on the ends and rear may be acceptable if all significant details and features as they will be seen by persons anywhere outside the house are shown on the drawings, provided, nevertheless, that the ECC may require a scale of ¼ inch or larger per foot on any elevation in a particular case for which it deems it to be necessary to present information accurately and adequately. The elevations shall include all attachments and accessory structures attached to the house, such as retaining walls, decks, porches, etc., as well as the final finished grade next to each wall, all to be accurately represented. Accessory buildings and fences are to be similarly shown. Note the type of siding to be used on each elevation, as well as the treatment of any exposed foundation or basement wall. Colors may be shown thereon or on a separate schedule.

Rendered elevations, photographs, and perspective drawings; though not required, would be helpful in informing the ECC, particularly when innovations and unusual features are proposed.

### **C. FLOOR PLANS**

Working drawings shall be at one-quarter inch (1/4") per foot scale. Working drawings at that scale are acceptable if they show all of the required information. Floor plans of each floor need only show features affecting the exterior appearance of the building, such as exterior doors and windows, porches, and decks, etc. If the room plans are not shown, not the use of the various areas of the plan. (i.e.: LR, DR, K, BR, etc.) If this information for the lowest floor or basement is shown in the site plan, it need not be repeated on another sheet. Preliminary plans are acceptable if all information needed by the ECC to evaluate the application is shown, and if the final construction drawings accurately follow the plans approved by the ECC. Final construction drawings may also be used in the submission, without duplicating information otherwise shown. If two (2) or more levels connect to the final grades, (two (2) or three (3) floors with exterior access to grade) information not shown on the site plan because it shows only the lowest floor, must be shown on each plan where exterior improvements attach at that level, such as stoops, walks, decks, etc. In some cases this may be shown on the site plan with the use of cuts through the plan, enabling two (2) levels to be shown within the same wall outline.

### **D. LANDSCAPE PLAN**

A plan showing proposed landscaping, with names of plant types and varieties, areas to be seeded or planted to ground covers, and trees to be planted. This may be on a separate sheet or on the site plan. Where flowering or street trees are pre-selected by the ECC for a street, neighborhood, or village, part of the landscape planting shall be of the species, variety, and size so selected. Unless otherwise approved by the ECC, at least one-half (1/2) of one percent (1%) of the total market value of the property subject to a minimum of \$750.00 shall be expended for landscaping of wooded or substantially wooded lots. At least one percent (1%) of the total market value of the property subject to a minimum of \$1,500.00 shall be expended for landscaping of non-wooded or slightly wooded lots. Landscaping shall mean the installation of trees, permanent shrubs, ground cover, planting beds, terraces, or tree wells; but shall not include lawn, mulch, temporary or annual plantings, fences, or construction to control drainage. Total market value of the property shall be the market value of the lot and improvements. All landscaping under this provision shall be in place within the first month of the next growing season following substantial completion of the construction authorized. All planting material must survive one (1) growing season or be replaced by the Owner.

1. Minimum Criteria for Landscape Plantings – The minimum landscaped areas, or retained existing vegetation on an individual lot shall not be less than 20% of the land area (not including the square footage of the house structure) of the lot.

### **E. SCREENING UTILITY PEDESTALS**

In those cases where the electric and phone company "pedestals" occur on a lot, they should be screened with shrubs, a fence, or a wall in accordance with utility easement requirements.

## **MULTIPLE LOTS AND REPEATED DETAILS**

### **A. PREVIOUS MODELS**

Where the same house, already approved, is to be repeated on other lots, the site plan and exterior elevations will be required, nevertheless, for each lot. Floor plans may be included by reference to those previously approved. Significant changes must be submitted. Repeated details such as deck, railings, siding, roofing, etc., may be included by reference to those previously approved by the ECC. If the Builder is to avail him/herself of reference to previously approved plans, and details, he/she should

provide copies to be kept by the ECC in the particular Builder's "Master Plan & Detail File", and thereafter this master file can be referred to. Builders of multiple houses are advised to have a variety of color schemes and exterior materials approved for inclusion in his/her Master file and thereafter referred to relative to each house.

#### **B. MULTIFAMILY HOUSING**

Where more than one (1) dwelling is in a building, and townhouses are to be handled somewhat differently. Site plans as described above are required, but a complete building or row of townhouses are to be on one (1) drawing. An additional sheet may be required, at a smaller scale (such as twenty feet to one inch, (20'/1")) to show all buildings in the project as they relate to each other, parking, drives, drainage, and other elements of design which may be represented in this way. All of the information required for single-family homes must be included in multifamily submissions.

#### **C. COMMERCIAL BUILDINGS**

Commercial and community improvements shall meet the same level of quality in architectural and site design as expressed above for houses, while recognizing the need for flexibility in adapting to different uses.

### **VII. ADDENDUM TO ECC GUIDELINES**

#### **PURPOSE**

The purpose for this addendum is to establish specific guidelines for certain villages within the Lake Linganore at Eaglehead PUD that have been partially developed. Whereas the scope of Lake Linganore at Eaglehead ECC guidelines is applicable throughout the entire PUD, certain villages have additional restrictive covenants that impact the overall design and appearance of that village. All LLA ECC guidelines will apply to the villages referenced below in addition to those specific requirements listed in this addendum.

#### **A. WOODRIDGE VILLAGE GUIDELINES**

All LLA ECC Guidelines are applicable in this village with the following additional requirements:

1. Minimum Square Footage – Homes in this village must be designed to a 2,500 square foot minimum of livable space. This does not include porches, decks, patios, out buildings or unfinished basements.
2. Architectural Style – The design of homes must be consistent with those throughout the village.
3. Garage Specifications – All homes in this village must have a minimum of a two-car garage. Single or dual garage doors are acceptable given the house design is consistent with those of surrounding homes in this village.
4. Developer Approval – The developer of this village (currently Land Stewards, LC) has the authority to initially approve or reject exterior design plans prior to final review by the Lake Linganore ECC. Plans approved by the developer may not necessarily be approved by the LLA ECC and may require further revision with the exception of the developer's two merchant builders whose designs have been previously approved by the developer. Any adequate application not acted upon by the Developer within fifteen (15) days after it is received shall be considered approved with the same effect as though approval were given in

writing by the Developer upon which time, LLA ECC will proceed with its review process.

#### **B. ASPEN VILLAGE GUIDELINES**

All LLA ECC Guidelines are applicable in this village with the following additional requirements:

1. Minimum Square Footage – Multi level homes in this village must be designed to a 2,000 square foot minimum of livable space. Single level homes in this village must be designed to a 1,800 square foot minimum of livable space. This does not include porches, decks, patios, out buildings or unfinished basements.
2. Exterior Walls – Exterior wall finishes must consist of a minimum eighty percent (80%) brick, stone, or combination thereof. Remaining exterior wall finishes may be of wood, stucco, or other natural material as approvable in accordance with prior written approval of the ECC. Aluminum, steel, plywood, (e.g. T-111) or other manufactured siding is not permitted. Vinyl products are only permitted upon approval by the ECC.
3. Garage Specifications - All homes in this village must have a minimum of a two –car garage.
4. Modular Homes – Modular or manufactured homes are not permitted in this village without prior written approval of the ECC.
5. Driveways – Off street parking facilities and driveways shall be constructed of blacktop, brick, or cobblestone only. Light colored concrete, gravel, and unpaved driveways are prohibited.
6. Mail and Newspaper Boxes – Mail and newspaper box design must be approved by the ECC and as regulated by the U.S. Postal Service.
7. Tree Removal – LLA ECC guidelines apply to this village with the exception that NO Dogwood trees of any size may be removed without prior written approval from the ECC.
8. Clotheslines – Clotheslines are prohibited in this village.
9. Fences – Metal, vinyl, and rubber fencing materials are prohibited in this village. Fencing materials shall be natural in appearance and installed only with the prior written approval of the ECC.
10. Pools – Above ground pools are prohibited in this village. In-ground pools must be installed pursuant to a plan submitted to and approvable by the ECC.



# Meadows At Lake Linganore Association

Insurance Declaration Pages



Lake Linganore Association, Inc.

**ACORD**<sup>TM</sup>

**EVIDENCE OF PROPERTY INSURANCE**

DATE (MM/DD/YYYY)  
05/07/2019

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

AGENCY <b>McGriff Insurance Services</b> 7200 Bank Court P.O. Box 235 Frederick, MD 21705-0235		PHONE (A/C, No, Ext): 301 662-1147	COMPANY Cincinnati Insurance Company P.O. Box 145496 Cincinnati, OH 45250-5496	
FAX (A/C, No): 3016446565	E-MAIL ADDRESS: Sbnhart@mcgriffinsurance.com			
AGENCY CUSTOMER ID #: 586012	SUB CODE:			
INSURED Lake Linganore Association Inc 6718 Coldstream Dr New Market, MD 21774-6812		LOAN NUMBER	POLICY NUMBER ENP0485580	
		EFFECTIVE DATE 04/01/19	EXPIRATION DATE 04/01/20	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED
THIS REPLACES PRIOR EVIDENCE DATED:				

**PROPERTY INFORMATION**

LOCATION/DESCRIPTION  
 Loc #1 - 6718 Coldstream Drive New Market, MD 21774  
 Loc #2 - 6215 Sawyer RD - New Market, MD 21774  
 Loc #3 - 11357 Country Club Rd - New Market, MD 21774  
 (See Attached Location Information)

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

**COVERAGE INFORMATION**

COVERAGE/PERILS/FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Commercial Package Policy/Replacement Cost/Special Form Loc#1 - 6718 Coldstream Drive - New Market - MD Clubhouse	\$1,000,000	\$2,500
Business Personal Property Loc#2 - 6215 Sawyer Road - New Market, MD 21774 Pool House	\$102,000.	\$2,500
Loc#3 - 11357 Country Club Road - New Market, MD 21774 Pool House (See Attached Coverage Info.)	\$500,000	\$2,500
	\$500,000	\$2,500

**REMARKS (Including Special Conditions)**

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**ADDITIONAL INTEREST**

NAME AND ADDRESS Sample Evidence of Property	<input type="checkbox"/> MORTGAGEE	ADDITIONAL INSURED
	<input type="checkbox"/> LOSS PAYEE	
	LOAN #	
AUTHORIZED REPRESENTATIVE <i>Sherry L. Barnhart</i>		

## PROPERTY INFORMATION (Continued from page 1.)

### LOCATION/DESCRIPTION

Loc #4 - 6717 Coldstream Drive - New Market , MD 21774

Loc #5 - Pinehurst Drive & E Lakeridge Rd, New Market, MD 21774

Loc #6 - Woodridge Rd & NR Woodrise Rd, New Market, MD 21774

## COVERAGE INFORMATION (Continued from page 1.)

COVERAGE/PERILS/FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Loc #4 - Barn & Tent	\$50,000	\$2,500
Business Personal Proerty	\$50,000	\$2,500
Community Building Barn Improvements & Betterments	\$100,000	\$2,500
Loc #5 - Pinehurst Drive & E Lakeridge Road -New Market MD Pavilion	\$40,000	\$2,500
Loc #6 - Woodridge Road NR Woodrise Road - New Market MD Pavilion	\$40,000	\$2,500
18 Months Business Income with Extra Expense		

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## DESCRIPTIONS (Continued from Page 1)

Loc#2 #6215 Sawyer Road - New Market, MD 21774 - Pool House \$500,000

Loc#3 #11357 Country Club Rd - New Market, MD 21774 - Pool House \$500,000

# Meadows At Lake Linganore Association

Rules and Regulations



Lake Linganore Association, Inc.

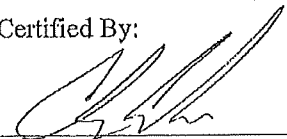




# Lake Linganore Association, Inc.

The Lake Linganore Association, Inc. held a Board of Directors meeting on March 6th, 2017 in which the Board passed by unanimous vote to amend the Rules & Regulations Section 14 regarding section (e.) Common Area and section (h.) Amenity Hours.

Certified By:

  
\_\_\_\_\_  
(Signature)

3-24-17  
(Date)

Clay Edwards  
Lake Linganore Association Inc.  
President

State of Maryland, County of Frederick, ss.

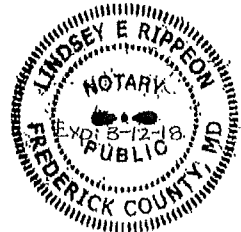
On this the 24 day of March, 2017, before me,  
(day) (month) (year)  
Clay Edwards, the above signed officer, personally appeared,  
(LLA officer)  
who acknowledged himself to be the President of the Board of Directors of Lake  
(Officer's Title)

Linganore Association, Inc., a corporation, and that he, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as

Clay Edwards / Lake Linganore Association  
(Officer's Name / Corporation (HOA) Name)

In witness where of I hereunto set my hand and official seal.

Notary Public Lindsey E. Rippeon  
(Notary Signature)



LR - HOA Dep Amendment 25.00  
HOA Name: Lake  
Linganore  
Ref:  
=====

Total:	25.00
03/27/2017 12:54	CC10-JK
#0035108 CC0601 -	
Frederick	
County/CC06.01.05 -	
Register 05	



# Lake Linganore Association, Inc.

## **RULES AND REGULATIONS**

Revised March 6<sup>th</sup>, 2017

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# Lake Linganore Association, Inc.

## **RULES AND REGULATIONS**

Revised March 30, 2015

These Rules and Regulations have been adopted by the Board of Directors in furtherance of meeting the objectives and constraints under the Covenants and Bylaws.

### **SECTION 1 - Motor Boats / Playgrounds & Pools / Off Road Vehicles**

**a) Motor Boats on Lake Linganore Association Lakes:**

Boats equipped with or using an internal combustion motor shall not be launched or operated on any lake on the Lake Linganore Association properties. A boat propelled by an internal combustion motor is authorized only for emergency, rescue, law enforcement, fire protection, or by the Association or a government agency for maintenance, security, and compliance purposes. Boats using electric battery motors and wind and any paddle driven boats may be operated on the lakes. Any boat operated or docked on the lakes or stored in an Association boat rack must display a current Association registration sticker. A trailered boat may be launched or recovered only at designated launching ramps. Any boat found in violation shall be removed and the owner shall have boating registration revoked.

**b) Playground and Pool Discipline:**

Persons appointed or employed by the Association as lifeguards, guards, playground supervisors or instructors are authorized to enforce the Rules and Regulations established by the Board of Directors for recreation facilities and their use; and such lifeguards, guards, playground supervisors or instructors are authorized to exclude members and other persons from such recreational facilities for the remainder of the same day when such member or other person fails or refuse to comply with such rules or regulations.

**c) Off-the-Road Vehicles:**

No 2, 3, or 4 wheel "off-the-road" vehicles, as not commonly licensed by the State of Maryland, are allowed to be used on any Association property or the property of any member of the Association and, further, that no aircraft used for the conveyance of people be allowed to be used on any Association property or the property of any member, and further; that no snow track vehicles are allowed within the PUD, and further; that two and four-wheel drive trucks and vehicles which are commonly licensed as "RVs" or "MPVs" are restricted to use on the established roads of Lake Linganore. The only exception to these two and four-wheel drive trucks and vehicles for official off-road use is for official emergency and law enforcement vehicles, Lake Linganore service and security vehicles and local government vehicles. Also excepted are "golf carts" on specifically designated pathways. All such excepted vehicles shall be operated only by State licensed operators and shall honor all rules and laws as commonly respected by automobiles and other legally licensed vehicles on the roads of Lake Linganore and so on the public roads of Maryland. These restrictions are established in the interest for the safety of residents, for the protection to Association and private property, to provide for



the preservation of the values of property and amenities in the said community, and to maintain a community primarily residential in nature. It being further understood that the first violation of any of the above will result in a "TRESPASS" or "IMPROPER VEHICLE USE" notice to the owner and the second violation will result in appropriate further action.

#### SECTION 2 - Firearms/Air Rifles/BB Guns/Bow and Arrows

- a) It shall be unlawful to discharge a rifle, an air rifle, or air or gas gun of any kind, or to discharge with force a pellet of any kind, or to discharge an arrow from a bow (except in designated areas), a sling shot, a shot gun, gun or any fire arm or weapon from which a shot or other object is discharged, within the PUD of Lake Linganore at Eaglehead, whether on private property or on Association property.
- b) It shall be unlawful to carry within the PUD of Lake Linganore at Eaglehead a gun or any of the items described in paragraph a) above, while loaded with shell, cartridge or projectile.
- c) It shall be unlawful to hunt, target, or skeet shoot on the property known as Lake Linganore at Eaglehead at any time.

*(The single exception the carrying of loaded weapons so described or the discharge of such will be those officials of a Sheriff's department, a Maryland or Federal law enforcement officer in the official business of their office.)*

#### SECTION 3 - Barking Dogs, Fowl and Loose Pets

- a) Frederick County Code, Chapter 1-5, Articles I & II, are formally adopted as consistent with the Lake Linganore Animal and Fowl regulations and restrictions.
- b) Recognition and observance by Lake Linganore residents and guests of the named Frederick County Code will be the responsibility of the individual member and their guests, and such members may expect a citation of violation from the Association for any such violation, as well as those which may be evidenced from Frederick County.

#### SECTION 4 - Trash, Debris, Garbage and Refuse

*In addition to the stipulations of the Covenants under Article VII, paragraph 25, the following conditions will be observed by each property owner or resident:*

- a) Trash, debris, garbage and refuse of any kind will not be put out for pickup before the evening proceeding the established and regular pickup day for the specific home by the collector. Trash, debris, garbage and refuse will be placed for pickup in covered containers designed specifically for the purpose and will exclude plastic bags, paper or wood boxes and paper bags. Following the scheduled pick-up the container will be replaced in the proper area of the residence, out of sight, no later than the evening following the pickup.



- b) LLA does not provide collection service for any refuse other than household waste. Residents are responsible for disposal of any appliances, furniture, hazardous waste, large bulky items, or any other item not accepted by the contracted waste hauler.
- c) Trash, debris, garbage and refuse will not be dumped on any area, private or otherwise, of the PUD of Lake Linganore by any resident, developer, builder or any other person. Such dumping will be a violation of the Covenants and will result in a citation and possible fine as well as the cleanup cost to the person(s) dumping the material. This is understood to include all types of building material waste as well as household material.

#### **SECTION 5.1 - Unlicensed and/or Abandoned Vehicles**

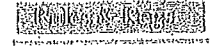
*In addition to the stipulations of the Covenants under Article VII, paragraph 22, the following Rules and Regulations will be observed by each property owner or resident:*

- a) The parking of an unlicensed (currently unregistered in Maryland or any other state for legal road travel on the date of discovery), any junked, partially assembled or disassembled, and/or abandoned vehicles, including cars, trucks, trailers, campers, motorcycles, recreation vehicle (RV) or any normal powered or towed vehicle is not permitted within the PUD of Lake Linganore, either on private property or any other property.

#### **SECTION 5.2 - Prohibited Vehicles**

*In addition to the stipulations of the Covenants under Article VII, paragraph 19, the following Rules and Regulations will be observed by each property owner or resident:*

- a) No commercially licensed vehicles, disabled vehicles, vehicles without a current state license and/or expired license plates, or vehicles which provide for the visible storage of machinery or other equipment shall be kept upon or adjacent to any Improved Lot; unless entirely inside of an enclosed garage.
- b) Boats, boat trailers, campers, buses, commercial trucks, recreational vehicles or utility trailers may be maintained on a Lot, but only within a garage or an enclosed or screened area approved by the ECC so that they are not visible from the street or from an adjacent property. This does not apply to mobile homes or recreational vehicles visiting guests of Lot Owners that are parked in the driveway of a Lot for less than twenty four (24) hours.
- c) It is prohibited to abandon a vehicle on common property or on a private or public road.



### SECTION 5.3 - Commercial Vehicle Parking Rules

*A Commercial vehicle is defined as a motor vehicle with a gross weight rating of 26,001 or more pounds inclusive of a towed unit with a gross vehicle weight rating of more than 10,000 pounds; Is designed to transport 16 or more passengers, including the driver; Is of any size and is used in the transportation of materials found to be hazardous for the purposes of the Hazardous Materials Transportation Act.*

- a) Commercial vehicles may not be parked in any location within the bounds of the community, including paved and unpaved common areas, paved and unpaved private property, except when in use for business purposes.
- b) Passenger vehicles bearing commercial markings shall be parked in the garage or private driveway of the resident, and not on the road.

### SECTION 6 - Vehicles on Amenity Ground Area

- a) No vehicles are allowed on the amenity areas, i.e. parks, trails, paths, dams, playing fields, beaches, tennis courts, lakes, etc. with the exception of designated parking areas, and anyone found in violation will be both financially responsible for any damage to the amenity and will also be subject to citation of Trespass by the Association.
- b) Such vehicles include cars, buses, trucks, trailers, recreation type vehicles, motorcycles, mini-bikes, dirt bikes, three wheel vehicles, any ATVs, snowmobiles, tractors, helicopters, gasoline powered boats, and such similar type vehicles, powered or unpowered.
- c) Exceptions to this Section 6 include Association, public service, and/or county or state owned vehicles on official business, or recognized builders or developers in the specific act of providing utilities or services to a lot or to areas being developed at that time under an approved plan.

### SECTION 6.1 - Vehicle Parking Rules

- a) Vehicles shall park only on paved locations that are intended for parking (including lined parking spaces, driveways, and public road curbsides). It is prohibited to park any vehicle on a sidewalk or on any non-paved common area or on any non-paved private property.
- b) Owners are responsible for notifying any present resident, guest or invitee to their property of the parking restrictions in the community. Owners of units whose residents, guests or invitees violate these guidelines shall be held liable for any damage(s) to the community caused directly or indirectly by the violation.



- c) It is a violation for anyone to park in a reserved or marked parking space without the permission of the property owner.
- d) Parking which blocks sidewalks and/or driveways is strictly prohibited.
- e) It is strictly prohibited to double park.
- f) Parking spaces are not to be used for storage.
- g) Commuter vehicles belonging to individuals carpooling with LLA residents may only park at the Coldstream Parking Lot, or in the private driveway or assigned parking space of the resident in the carpool.

**SECTION 7 - Fire Lane**

Any vehicle parked in a fire lane is subject to ticketing and or towing by Frederick County officials and or LLA. It is a violation, to have any portion of a parked vehicle extended into a fire lane or onto a private road.

**SECTION 8 - Signs**

*In accordance with Article VII, paragraph 5 of Declaration of Conditions, Covenants, Restrictions, Easements and Charges governing Lake Linganore Association, the following Rules and Regulations governing the installation and maintenance of signs shall be applicable:*

**a) For Sale and or For Rent Signs**

For sale and or for rent signs are permitted to be installed upon individual Lots within the Lake Linganore Association. These signs shall be limited to one (1) for sale and or for rent sign upon any lot within the PUD.

The sign shall be placed no closer than 8 feet and no further than 15 feet from the edge of the road, with the exception of townhomes which may be as close as 5 feet, and are only allowed at the road access point to the property. In no event shall any sign be placed to hang over a sidewalk.

The sign shall be placed with raised post approximately 3 inches by 3 inches, or a similar approved post, which post should be no taller than 8 feet and an arm length no greater than 4 feet. Sign panels shall be no larger than 864 square inches in size (approximately 2 feet by 3 feet). In addition to the for sale and or for rent sign, a rider



sign can be placed above and below the sign panel which gives additional information about the property or marketing techniques. It is also acceptable to place a brochure box under the sign so long as it is maintained. Rider signs should be no larger than 300 square inches each.

No for sale and or for rent sign shall be erected for more than 6 months without the written permission of the Association.

Signs shall be well-maintained and shall be replaced or removed by the Lot owner or his or her representative upon notice by the Association in order to be consistent with these Rules and Regulations.

In no event shall a sign be located as to interfere with sight-of-line safety of any road intersection or another lot owner's sight safety when exiting their lot. Cleared lots within the Association, not being maintained by the owner or representative, will not be allowed any signage upon those lot(s) until deemed properly maintained by the Association.

**b) Candidate, Campaign, Political or Electoral Signs**

**i. Candidate/Political sign defined**

A candidate/political sign shall mean a sign on behalf of a candidate for public office or a slate of candidates for public office or a sign that advertises the support or defeat of any question submitted to the voters in accordance with applicable law.

Candidate/Political signs are allowed to the extent authorized by the Maryland Homeowners Association Act on individual homeowner property.

Candidate/Political signs can be displayed 30 days prior to the primary election, general election or vote on the proposition and up to 7 days afterward so long as not installed on the Common Properties of the Association or as otherwise prohibited by applicable law. Candidate/Political signs need to be placed within the yard of the homeowner and must be displayed at least 10 feet from the roadway. Political signs are limited to a maximum sign size of 24 inch by 36 inch and at no time can any property display more than 30 square feet of candidate/political signs.

**c) Security System Signs**

One security system sign may be erected on individual homeowner property. This sign should be no more than 216 square inches in size and shall be installed no further than 5 feet from the homeowner's driveway and no closer than 8 feet from the roadway with the exception that it can be installed on the mailbox post. Small window security decals are also allowed in addition to the one security system yard sign allowed.





d) Other Signs

No other signs shall be erected upon any property within the Association without the express written permission from the Association and subject to the intent of Article VII, Section 5 of the Declaration.

**SECTION 9 - No Solicitation Policy**

a) Non-Profit Organizations:

Solicitors must obtain a permit from the General Manager for the period that door to door solicitation will be done.

b) Profit Groups/Individuals:

Are not permitted to solicit in Lake Linganore door to door.

c) Businesses:

Such as Schwann's and M&M Ice Cream are allowed to traverse the community but, are prohibited from soliciting door to door.

**SECTION 10 - ECC Application for Exterior Alteration**

Property owners are required by LLA covenants to submit an application for any significant alteration to the exterior of the subject property. Application forms are available at the Lake Linganore Office and on the LLA website and must be completed according to their respective instructions to be acceptable for review. Applications are subject to review and approval by the LLA ECC Administrator or committee. Below are the applicable categories and application fees for various types of projects.

d) Repair:

A homeowner who is replacing/maintaining an existing structure with like for like materials (e.g. replacing a roof with same color/make of shingle, repairing an existing deck, etc) is not required to submit an ECC application. No fee is required.

e) Minor Projects:

A homeowner making alterations to their property must complete an ECC application and it must be approved by the ECC prior to work commencing. These alterations include, but are not limited to: repainting using new colors, replacing any windows and/or doors, fences, decks, modification to a driveway, landscape/drainage modifications, retaining walls, awnings, sheds, roofing, siding, chimney, solar panels, relocation of utilities, propane tanks, etc. There is a \$25 application fee for minor projects.

f) Major Projects:

A homeowner making alterations to their property must complete an ECC application and it must be approved by the ECC prior to work commencing. The property owner may also (based on the scope of project) be required to execute a Construction Authorization Contract



with LLA. These alterations include, but are not limited to: additions, sunrooms, in-ground swimming pools, detached garages, etc. There is an application fee for major projects and an additional compliance deposit for major projects.

**g) New Home:**

A property owner requesting to build a new home must complete an ECC application and it must be approved by the ECC prior to work commencing. The property owner is also required to execute a Construction Authorization Contract with LLA. There is an application fee for major projects and an additional compliance deposit for major projects.

**SECTION 11 - 8" Siding to Grade**

**a) Front and Side Elevations:**

If exposed textured foundation has more than two feet of exposed foundation then appropriate foundation plantings (landscaping) are required to shelter the view of the foundation. Landscape plans are to be submitted to the ECC with house plans for approval.

**b) Rear Elevations:**

When more than four feet of the textured (patterned) concrete foundation is exposed then steps must be taken to break up the look of the solid foundation wall. Appropriate options could include installations of additional windows, sliding glass doors, double level decking or other similar actions. Should a chimney run down the rear of the house, bricking or stone work used for the chimney should be carried to ground level. Appropriate landscaping and shrubs should be planted to further minimize visibility of exposed textured foundation. Builder/developer plans for breaking the appearance of the wall to be submitted with house plans for approval by the ECC.

**c) Grading:**

Grading of lot with exposed textured concrete will be done to minimize amount of exposed foundation while remaining consistent with controlled stormwater runoff requirements.

**d) Exposed block/untextured concrete:**

Is not acceptable, and will require siding be brought down over these foundation walls to eight inches of grading.

**SECTION 12 - Maintenance of Right-of-Ways & Winter Weather Plans**

**a) Maintenance of Right-of-Ways**

After a sidewalk has been improved or constructed within the road right-of-way, either alone or in combination with a driveway entrance, the owner of land abutting



the street area in which the sidewalk has been constructed shall be responsible for maintaining the driveway entrance in good repair; as well as insuring that the area is clear of snow, leaves, dirt, mud, rocks and any other debris. The owner shall also be responsible for maintaining the sidewalk, including snow removal and keeping the area free of debris. The owner of land abutting the area in which the sidewalk has been constructed shall also be responsible for maintaining the space between the sidewalks and the curbs of the roadway or edge of road pavement and between the sidewalk and property line. This includes keeping swales and culverts free of weeds, leaves and other obstructions. After a driveway has been constructed, it shall be deemed a part of the sidewalk whether or not there is a sidewalk improvement extending along the balance of the frontage of the property for the purposes of maintenance. Requirements relating to the construction or reconstruction of the sidewalk as provided in this paragraph for lots not adjacent to County roads shall be found in the ECC process.

**b) Winter Weather Plan**

The LLA Winter Weather Plan is to be enacted anytime there is the potential for a winter precipitation event including snow, sleet and / or freezing rain as pronounced by the National Weather Service. The purpose of this plan is to ensure that roadways are clear of vehicle traffic and parked cars to allow for the safe passage of snow removal equipment and / or emergency service vehicles. This plan will go into effect no more than eight hours prior to the forecasted weather event and will remain in effect no more than eight hours after precipitation has ceased.

The following roads are deemed as snow emergency routes. Parking along these roads will be prohibited during the storm event once the plan is enacted. Vehicles parked along these roads during a storm event can be towed at the owner's expense.

***Snow Emergency Routes:***

- ASPEN - Accipiter Drive
- BALMORAL - Balmoral Ridge (includes mailbox area)
- COLDSTREAM - Coldstream Drive
- COLDSTREAM - Coolfont Crossing
- Eaglehead Drive (east and west)
- MEADOWS - Fox Chase Road
- MEADOWS - Fox Chase Crossing
- MEADOWS - Meadowlake Road
- NIGHTINGALE - Nightingale Court
- NORTH SHORE - North Shore Way
- PINEHURST - Old Barn Road
- PINEHURST - Pinehurst Drive
- PINEHURST - Rockridge Road
- PINEHURST - Twin Lake Drive
- PINEHURST - Hemlock Point Road
- PINEHURST - Lakeridge Road (and East and West)
- PINEHURST - Edgewood Road
- PINEHURST - Beach Drive



- WOODRIDGE - Woodridge Dr.
- WOODRIDGE - Woodrise Rd.

Stone or asphalt trails are deemed non-essential thoroughfares and, therefore, *are not plowed or treated*. Use of trail system is at residents' own risk.

#### *Designated Parking Areas During Snow Events*

- Hemlock Point Rd. at East Lakeridge Gravel Pull off (7 Cars)
- Coldstream Pool Parking Lot
- Eaglehead Dr Pull off Across from Meadows mailboxes (4 Cars)

#### *General Information*

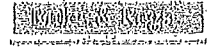
Residents and lot owners are asked to inform the LLA office of any personal emergency necessities such as the need for daily access for medical care. A list of critical care residents will be maintained at the LLA office for the snow season.

Four-wheel drive and snowmobile owners are asked to be available to assist neighbors with emergency medical access needs or other service assistance. A list of volunteer drivers will be maintained at the LLA office for use in case of emergency. Contact the office by calling 301-831-6400, ext. 117.

Linganore residents with professional medical backgrounds also are asked to volunteer in cases of snow emergency. These individuals should be available to assist neighbors with emergency medical care within skill level. A list of emergency medical care volunteers will be maintained at the LLA office for use in case of emergency. Those interested in volunteering should contact the LLA office at the number listed above.

*In addition, residents are asked to do the following in snow emergency situations:*

- Do not park on the streets; park in your garage or driveway so that snow plows can do their job and emergency vehicles can get through, if needed.
- Clear snow from your driveways, parking areas, heating compressors, mailboxes, nearby fire hydrants, storm drains and trash container areas.
- Report hazards and areas in need of maintenance to the association by calling 301-831-6400, ext. 110 or 112. In case of an emergency involving community roads and properties after office hours, call 301-293-3802. The information will immediately be reported to LLA officials.



## SECTION 13 - Exterior of Property - Seasonal Holiday Items / Fireworks

### **Temporary Seasonal Items**

Items such as plastic/inflatable pools, trampolines, tents, temporary canopies, any other inflatable items or any other temporary item (not including holiday displays and temporary basketball hoops) may only be placed on private property. These items must be placed in the rear yards on the property and should be kept neat in appearance. Approval by the Lake Linganore Association Environmental Control Committee (ECC) may be required for large or unusual items.

### **Temporary Basketball Hoops**

Temporary basketball hoops must be registered, at no cost, with the Lake Linganore Association (LLA) and may not be used in townhouse or condominium parking areas, including driveways and/or front/side yards. For townhouses, a basketball hoop can only be placed in the back yard of the registered owner.

For single family homes, all basketball hoops must be on the property of the registered owner. Lake Linganore Association reserves the right to demand removal of any temporary basketball hoop deemed to be in a dangerous location (ex: road intersections, blind sight lines, impeding traffic, etc.).

If LLA deems your basketball hoop is in violation, a notice will be placed on the basketball hoop, and the owner will have 48 hours to correct the issue. If not corrected, the LLA will start the violation process with any registered basketball hoop owner or remove any unregistered basketball hoops.

Should the LLA put the Snow Emergency Plan into action, all basketball hoops must be moved a minimum of 10 feet away from any adjacent street for the entire time that the Plan is in effect. It is the basketball hoop owner's responsibility to be registered with the email notifications to be alerted when a snow emergency plan is called into action. Basketball hoops found in violation may result in immediate removal by the LLA and/or be subjected to fines.

LLA reserves the right to remove any basketball hoop immediately, without notification, should it be deemed an immediate danger to others or for emergency reasons. LLA is not liable for any damage caused by plows or basketball hoop removal.

LLA reserves the right to remove any basketball hoop immediately, without notification, should it be deemed an immediate danger to others or for emergency reasons. LLA is not liable for any damage caused by plows or basketball hoop removal.

### **Exterior Lighting**

Exterior lighting such as string lights, holiday lights, or other non-permanent lighting (such as lamp posts) may only be temporarily displayed for a holiday related event. These temporary lights may not remain displayed year-round and must be removed within 10 days after the holiday related to the light display.

### **Holiday Displays**

Plastic and inflatable holiday displays, ornaments placed in trees and/or shrubs, or any other holiday decorations may not remain displayed year-round and must be removed within 10 days after the holiday related to the display.

**Discharge of Fireworks**

Discharging of any type of fireworks on Lake Linganore Association property, unless specifically authorized by the Lake Linganore Association Board of Directors, is prohibited. Discharging of fireworks on private property must be in accordance with Maryland State Law.

**SECTION 14 - Common Area/ Right-Of-Way / Easements and Amenity Rules****a) Usage:**

No structure, plantings or other material shall be placed in the rights-of-ways, easement areas or on any common area for personal use or enjoyment which might damage or interfere with the permitted uses. Any exceptions must be approved by the ECC. Rights-of-ways and easement areas reserved or dedicated to the LLA or to public utility purposes shall be maintained by each adjacent lot owner. Any violation of these Rules and Regulations are subject to enforcement action and correction by the LLA and may be subject to fines and reimbursement of costs to correct the actions.

**b) Proof of Membership:**

As the Association has substantial Common Properties and amenities, it has been necessary for the Association to implement membership ID cards for the use of the Common Properties and amenities of the Association. All Members in Good Standing (as defined in Article I of the Bylaws) shall receive membership ID cards. All full-time residents shall receive a Resident ID card. This will include spouse of member, member partner, dependent children, extended family, renters and others who provide evidence of full-time residency. ID cards must be carried while on the common areas and while using any LLA amenity. Failure to provide proof of membership when requested may result in such person's removal from the Common Properties and amenities of the Association.

**c) Guests:**

A Member in Good Standing and any full-time Resident who has been issued an ID card may have up to 10 guests on the Common Properties and amenities of the Association without prior approval from the Board of Directors or the Association. The cumulative number of guests of all members of any given housing unit shall not exceed 10 guests on the Common Properties and amenities of the Association without prior approval from the Board of Directors or the General Manager. Failure to comply with these requirements shall be a violation of these Rules and Regulations and shall be subject to enforcement action by the Association.

Tenants with membership cards and minor children 12 years and older and other family and household members of a Member in Good Standing shall be permitted to have a maximum of two (2) guests on the Common Properties and amenities of the Association without the presence of the Member in Good Standing. No exceptions



shall be allowed and failure to comply shall be a violation of these Rules and Regulations and subject to enforcement action by the Association. Additionally, the Association, by and through its designated employees or agents may require the removal of the unauthorized guests.

**d) Trails:**

The trails and esplanade that are part of the Association's Common Properties shall be used to traverse the Association's Common Properties by foot, bicycle and golf cart registered with the Association in accordance with adopted Rules and Regulations. There shall be no loitering or gathering on such Common Properties. Such loitering and gathering that impedes the intended use of the trail, esplanade and other such Common Properties shall be a violation of these Rules and Regulations and may be subject to enforcement by the Association.

**e) Dogs:**

In addition to all applicable Frederick County laws and regulations and other Rules and Regulations of the Association, all dogs shall be maintained on a leash and under the control at all times while on the Common Properties of the Association. Additionally, leashed dogs are allowed on the beaches within the Common Properties of the Association 30 minutes before sunrise until 30 minutes after sunset except during the period from Memorial Day until Labor Day. During this period, dogs will not be allowed on the beaches between the hours of 7am through 7pm. There will be no exceptions to this requirement and failure to comply shall be a violation of these Rules and Regulations and shall be subject to enforcement action by the Association.

**f) Code of Conduct:**

Members in Good Standing, family and household members, guests and tenants' and their guests shall maintain proper decorum at all times when on or using the Common Properties and amenities of the Association and shall refrain from offensive language and behavior. Failure to comply with this requirement shall be a violation of these Rules and Regulations and subject to enforcement action by the Association.

**g) Enforcement Action:**

In addition to all enforcement actions as may be authorized under the Lake Linganore Association, Inc. Due Process Enforcement Procedures, the following additional immediate enforcement actions may be taken.

- The Association may issue a citation in the form of a "ticket" on-site that will be followed up with a formal notice of violation in accordance with the Due Process Enforcement Procedures.
- The Association may require removal of the offender from the Common Properties and amenities in accordance with Section I, G. 1. of the Due Process Enforcement Procedures. In such case, the Association shall be authorized to



take the individual's membership card and hold temporarily pending further enforcement action.

**h) Hours of Operation of Amenities:**

Unless otherwise provided in more specific rules and regulations of the Association, all amenities, excluding the trails, and including, but not limited to, recreational facilities, lakes, beaches, playgrounds and other such facilities, shall be open for use and enjoyment 30 minutes before sunrise until 30 minutes after sunset daily. The trails shall be open for use and enjoyment during the hours of 5:00 a.m. to 10:00 p.m. Use of these facilities outside of these hours of operation shall be subject to violation.

{end}



## Towing Policy

All residents and guests are subject to the parking rules and regulations set forth by the Association when they operate and/or park a motor vehicle within the Association or on Association property.

All resident vehicles must be registered with the Association, and display a permit once parked on Association property.

Vehicles parked on Association property will be monitored for violating the Associations parking rules and regulations and will be subjected to towing.

## Tow Procedure

**Vehicles parked at an amenity must display a parking permit, assigned to that vehicle, in order to be legally parked.**

Any vehicle **NOT** displaying a parking permit and parked at an amenity will be **immediately** towed, at the owner's expense.

Any vehicle, parked illegally on Association property i.e. at an amenity; parked in a fire lane, or no parking area will be towed at the owner's expense.

Any vehicle that impedes road access will be **immediately** towed, at the owner's expense.

Any vehicle parked within the Association that creates a hazard caused by the manner or location in which it is parked will be **immediately** towed at the owner's expense.

Any vehicle double parked will be tagged and warned to discontinue the practice. **Repeat offenders will result in an immediate tow.**

Inoperable vehicles, on common area property, will be tagged and towed, if not removed within 7 days.

*An inoperable vehicle is a vehicle that is not currently registered or licensed to operate in the state of Maryland or any other state for legal road travel; a junked or partially assembled or disassembled and or abandoned vehicle.*

Any charges incurred during the towing process will be the owner's responsibility, and will be settled between the owner and the towing company. In addition, any damages that may occur to the vehicle during towing will also be settled between the owner and the towing company, and **will not** be the responsibility of the Association.

## Golf Cart Permitting Process:

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**You can do all of this online through your membership account or in person at the LLA office.**

- *Read and understand the Golf Cart Rules & Regulations*
- *Initial & Sign the Liability Waiver*
- *Provide a copy of your Driver's License*
- *Provide a copy of your Insurance Certificate naming Lake Linganore Association, Inc. additionally insured (Easily obtained through your auto insurance policy).*
- *Annual Permit Fee – none.*

**LAKE LINGANORE ASSOCIATION, INC.**  
**PRIVATE GOLF CART RULES & REGULATIONS**  
(Adopted by the Board of Directors December 9th, 2013, Amended May 1<sup>st</sup>, 2017)

**WHEREAS**, Article IV, Section 3 of the Declaration of Conditions, Covenants, Restrictions, Easements and Charges ("Declaration") governing the Lake Linganore Association, Inc. ("Association") anticipates that the Association may adopt and publish Rules and Regulations and Article IV, Section 11(d) of the Bylaws for the Association, as amended, provides that the Board of Directors has both the power and duty to establish and adopt rules, regulations and guidelines governing Owners, Members, tenants and guests as to the use of common areas, common facilities, amenities and the private roads of the Association;

**WHEREAS**, the Board of Directors has adopted Rules and Regulations governing the use of common areas, common facilities, amenities and the private roads of the Association, which Rules and Regulations were last revised in July 2012, and are further amended by the Board of Directors simultaneously herewith ("Rules and Regulations");

**WHEREAS**, the Board of Directors finds it necessary to establish additional rules with regard to the use of golf carts in the Development; and

**WHEREAS**, the Board of Directors intends for these Private Golf Cart Rules and Regulations ("Golf Cart Rules") to be an addendum to the Rules and Regulations.

**NOW, THEREFORE, BE IT RESOLVED THAT:** The Board of Directors hereby adopts these Private Golf Cart Rules and Regulations. In addition to the Rules and Regulations, these Golf Cart Rules shall govern the use of golf carts in the Common Properties effective from the date hereof.

To operate a golf cart on the Common Properties, Owners, Members, tenants and guests shall comply with the following provisions:

Only Golf Carts that are equipped with turf tires will be allowed to be used within the community.

Different Types of off-highway and recreational vehicles are distinguished below and ONLY those defined as a Golf Cart are allowed to be operated and permitted in the community.

**ALLOWED:**

**Golf Cart:** a motor vehicle designed and manufactured for operation on a golf course for sporting or recreational purposes and that is not capable of exceeding speeds of 20 miles per hour, weighs less than 900 pounds, and is less than 50 inches wide. Other indicators of a golf cart are, but not limited to: factory installed turf tires, gas or electric powered.

**NOT ALLOWED:**

**All-terrain vehicle (ATV) / Utility Terrain Vehicles (UTV)** is defined as, but not limited to, any motorized off-highway or all-terrain vehicle 50 inches or less in width, weighing less than 1,200 pounds, designed to travel on three or more tires with a seat designed to be straddled and handlebars for steering control, intended for use by a single operator with no passenger. There are also two-rider ATVs, which are ATVs that are specifically designed by the manufacturer for a single operator and one passenger.

Utility Terrain Vehicles (UTV) / Recreational off-highway vehicle (ROV) is defined as, but not limited to, any motorized recreational off-highway vehicle 60 inches or less in width, having a dry weight of 1,500 pounds or less, designed to travel on four or more non-highway tires, and, unlike an ATV, having non-straddle seating and a steering wheel. Motorized go-karts also fall into this category.

## Section I. Golf Cart Permit

1. Private golf carts are allowed on the Common Properties only if the owner first obtains an annual permit from the Association ("Golf Cart Permit") and the golf cart and its use and operation comply with these Golf Cart Rules at all times. To apply for a Golf Cart Permit, a Member in Good Standing shall submit the following documents to the Lake Linganore Business Office during regular business hours:
  - a. Completed application on the form provided by the Association, which shall include, but not be limited to the make, model and color of the golf cart
  - b. Executed release of liability form. Operation of a golf cart is at the risk of the operator. Cart operators shall be held fully responsible for any and all damages that are caused by the use or misuse of the golf cart by the Occupant or their guests, and the Occupant or guest shall reimburse Lake Linganore Association, Inc. for any and all damages the Common Properties may sustain by reason of use or misuse. As a condition to the issuance of Golf Cart Permit, the owner of the golf cart will be required to sign a release of liability in the form required by the Association.
  - c. Proof of liability insurance covering operation of the golf cart with policy limits in such amounts as may be acceptable to the Association (currently, \$100,000/\$300,000).
  - d. Payment of Golf Cart Permit fee (annual fee of \$50, which may be adjusted from time to time by the Board of Directors)
2. Upon receipt of the materials set forth above, the Association, through its manager, shall review the materials to determine whether they comply with these Golf Cart Rules. Within fifteen (15) days following receipt of materials (a) through (d) above, the manager shall contact the applicant to inform him/her that the application and supporting materials have been approved or to inform the applicant of the reasons for disapproval. If the application is approved, the Association shall issue to the applicant a permit authorizing use of the golf cart in accordance with these Golf Cart Rules ("Golf Cart Permit") as well as an identification number and decals for the golf cart. The applicant shall affix the identification number and decals to the front left side, front right side, the front center, and the back center of the golf cart and ensure that they are visible at all times. Golf Cart Permits must be renewed annually, according to the Association's billing cycle, currently due March 31st.
3. In order to renew the Golf Cart Permit, the applicant shall submit items (a) through (d) to the Association at least fifteen (15) days prior to the expiration date of the existing Golf Cart Permit. A separate Golf Cart Permit is required for each golf cart operated on the Common Properties.

## Section II. Use of Golf Carts

1. Golf Cart Permits may be issued only to Members in Good Standing who comply with the requirements of Section I of these Golf Cart Rules. Golf Cart Permits are nontransferable and non-assignable personal privilege valid only to the Member in Good Standing for the golf cart specified in the application.
2. Golf carts operated on the Common Properties shall at all times display the identification number

and decals described in Section I(2) of these Golf Cart Rules.

3. Golf carts may only be operated from sunrise (but no earlier than 7am) to sunset. Any golf cart that is equipped with operational headlights & tail lights may also be operated on the Common Properties from sunset until 10:00pm.
4. Within the Common Properties, all carts must stay on the designated golf cart paths where existing, and other areas designated for golf carts. Due to Frederick County laws, LLA cannot condone operating golf carts on any roadways within the Association.
5. Overnight parking in front yards or on the streets within the Association is prohibited.
6. Each operator of a golf cart must be at least sixteen (16) years of age and have obtained a valid automobile driver's license from his or her state of residence. In addition, while operating a golf cart on the Common Properties, the operator shall carry and produce upon request proof of membership in accordance with Section 11(b) of the Rules and Regulations.
7. Golf carts are not permitted on the sandy portions of the beaches.
8. Parking and operating a golf cart at the Coldstream Office Amenities is only allowed in the general paved parking area and are not allowed on the grass areas at any time.

### **Section III – Safety Rules and Enforcement**

1. Cart operators must obey all posted signs and must yield the right of way to pedestrians and cyclists.
2. Members in Good Standing with Golf Cart Permits shall ensure that their private golf carts are restricted to drivers who will operate the cart in a safe, prudent manner and in accordance with all governmental regulations, the Rules and Regulations and these Golf Cart Rules.
3. All privately owned golf carts must be in good working condition; include a rearview mirror and a reflector warning device in both the front and rear of the golf cart.
4. Lake Linganore Association, Inc., or any of its directors, officers, members, partners, employees, agents or representatives shall not be responsible or liable in any way to anyone in connection with the existence, operation or use on the Common Properties of any privately owned golf cart. None of the publication or enforcement of these Golf Cart Rules or any inspection or permitting of any golf cart for operation and use on the Common Properties shall be deemed or construed to create any warranty, representation or certification that the golf cart is free of any defect, that it is safe or suitable for operation or use on the Common Properties or that it complies with any applicable law or code.
5. The driver and all passengers must remain seated at all times while the golf cart is in motion. All cargo must be securely fastened.
6. No open alcoholic beverages are permitted in a moving golf cart.
7. In addition to any other remedies the Association may have, including, but not limited to, the imposition of fines, any violation of these Golf Cart Rules may result in the revocation of the Golf Cart Permit and the right to obtain the same.

8. All golf carts must stop for LLA Public Safety & Association Personnel, when requested, at all common amenity areas.
  
9. By applying for a Golf Cart Permit, the applicant acknowledges and agrees that the Association may impose fines for violations of these Golf Cart Rules. By obtaining a Golf Cart Permit, the applicant acknowledges that he or she has been made aware of these Golf Cart Rules and that without further warning the applicant may be subject to the following fines for violation of the same. The current fine structure is as follows and is subject to modification by the Board of Directors:

Operations of a golf cart by anyone under 16 years of age.....	\$50 first offense
Operating with open alcoholic beverages.....	\$50 first offense
Operating golf cart in a reckless manner.....	\$50 first offense
All other violations.....	\$25 first offense
All golf cart violations within any 1 year period.....	Fines will be doubled for each subsequent violation

To the extent of any inconsistency between these Golf Cart Rules and the Rules and Regulations, these Golf Cart Rules shall govern.

Any capitalized terms used but not defined in these Golf Cart Rules shall have the meanings ascribed to them in the Bylaws of the Association.

## GOLF CART LIABILITY WAIVER

In exchange for the privilege to operate a golf cart in the Lake Linganore Association community, I hereby accept responsibility for my own negligence and the negligence of any operator of my golf cart. I hereby agree to operate the golf cart in a safe manner, and adhere to all rules set forth by Lake Linganore Association, Inc., and to ensure that anyone operating the golf cart with my consent does the same. I acknowledge that I am liable for all medical and legal claims that may arise from the use of the golf cart. I voluntarily agree to accept the risks of using a golf cart and on behalf of myself, my personal representatives and my heirs hereby voluntarily release the Lake Linganore Association, Inc., and its directors, officers, employees, and agents from any and all claims, actions, causes of actions, suits, judgments and demands for bodily injury, property damage, loss of life and/or loss of services, in law or equity, that may in any way or manner arise out of use of the golf cart.

I am at least 18 years of age and attached hereto is a copy of my valid driver's license. I assume all responsibility for anyone operating this golf cart at the Development (as defined in the Bylaws of the Association). INITIAL \_\_\_\_\_.

I acknowledge that anyone I permit to operate the golf cart shall be at least 16 years of age and be in possession of a valid driver's license. INITIAL \_\_\_\_\_

The golf cart must be operated in accordance with the Association's Rules and Regulations and the Association's Private Golf Cart Rules and Regulations and I acknowledge receipt of both. INITIAL \_\_\_\_\_

I acknowledge that it is strictly forbidden for an individual without a valid driver's license operate the golf cart. I am responsible for the possession/control of vehicle keys when not in use. Golf carts are a motorized vehicle and driving or riding in these vehicles can lead to serious injury, property damage and even death. The use of these vehicles is for transportation and use should conform with all rules & regulations of the Lake Linganore Association, Inc. No excessive speeding, joy riding, disregard of traffic signs, or any type of unreasonable activity with the golf cart will be tolerated by the Association. I will limit the number of golf cart occupants to the number of occupants recommended by the golf cart's manufacturer. In no way should the use of this vehicle be seen as an endorsement by the Association of a form of recreation or fun. I ACKNOWLEDGE THAT THE ASSOCIATION DOES NOT GIVE WARNINGS WITH REGARD TO VIOLATIONS OF APPLICABLE RULES. I ACKNOWLEDGE AND AGREE THAT IN THE EVENT MY GOLF CART IS USED IN VIOLATION OF THE RULES, THE ASSOCIATION MAY LEVY FINES AGAINST ME Initial \_\_\_\_\_

If any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect. .

Owner acknowledges receipt of this release.

I HAVE CAREFULLY READ, UNDERSTAND AND VOLUNTARILY AGREE TO THE TERMS ABOVE AND THE LAKE LINGANORE RULES & REGULATIONS AND PRIVATE GOLF CART RULES AND REGULATIONS.

Signature(s) \_\_\_\_\_ Date of \_\_\_\_\_

Owners Name \_\_\_\_\_ License # \_\_\_\_\_ Issuing State \_\_\_\_\_

Address of Owner \_\_\_\_\_  
\_\_\_\_\_

Cart Registration # \_\_\_\_\_ Pmt. Received By \_\_\_\_\_

LAKE LINGANORE ASSOCIATION  
POOL RULES AND REGULATIONS  
(Revised July 2017)

**General Regulations**

1. No member is allowed admission until their dues, fees, or fines are paid or they are currently on a payment plan.
2. To use pool facilities, members must present membership cards to pool staff at entrance; no exceptions. Member cards are to be scanned at the guard office and immediately returned to the member during daily visits. Upon entry with member, guests are required to wear a wrist ID bracelet distributed for admission (see guest entry fee under Guest Admission Policy).
3. Members may be denied admittance when pool facility is at capacity.
4. Lost or stolen membership cards can be replaced at the LLA Office at a cost of \$10.00 per card.
5. Members and guests use recreational facilities at their own risk. LLA is not responsible for loss, theft, or damage to personal property or for articles left in automobiles or on pool grounds. Members and guests are responsible for their own willful or malicious damage to facility.
6. Violation of the rules constitutes suspension of privileges. Pool management has the authority to suspend pool privileges. Lifeguards and pool managers are the authority in all matters pertaining to the safety, operations, and management of the pool. Pool lifeguard or pool manager can require a resident and/or guest to leave the pool area due to a violation of rules and can ban further admittance pending a report to the LLA management within forty-eight (48) hours of the violation.
7. Members and guests are not permitted to smoke or drink in the pool/cabana areas or inside/outside of the fence, as required by Maryland law.
8. Any person who climbs a pool fence to gain admittance to the pool will be deemed trespassing and dealt with accordingly.
9. Complaints are to be made to pool manager, who is responsible to LLA management.
10. Pool hours may occasionally be restricted from general use in order to permit special events as authorized by the LLA.
11. Bicycles may not park directly in front of pool entrance.
12. Pets are prohibited.
13. Members may use the pool pay phone only.
14. As a general rule, swim lessons and team practices are scheduled to avoid conflict with general usage.

**Pool Safety Regulations**

1. No one will be allowed in the swimming pool area unless the pool is officially open and a lifeguard is on duty. Entering the pool premises when it is not open for public use is considered trespassing and is punishable by fines, imprisonment, or both.
2. Children under the age of 12 must be accompanied by a parent or responsible person 16 years old or older. In addition, children under 7 years old must be accompanied by a parent or responsible person, in a swim suit at all times including in the water, on the deck, and in the restroom. While in the water, the parent or responsible person must remain within arms reach of the child. Any child who cannot swim the length of the pool or requires a flotation device (acceptable list follows) must be under close and constant supervision by parent or responsible person in order to assure the child's safety.
3. Acceptable flotation devices in the big pool are as follows: Coast Guard approved life-jackets, PDFs, some swim suit attached floats and noodles (only when parent or persons listed above are within arms reach of child). Pool manager reserves the right to allow or disallow devices based on child's ability to swim or control their buoyancy, the size of the object, and the number of bathers in the pool at the time. Wading/Baby Pool: small toys, balls, small inflatable devices, at the pool manager's discretion.
4. Owners may have up to ten (10) guests per household. Residents, tenants, and children may have up to two (2) guests per household. Residents are responsible for their guests' actions.



5. Appropriate swimwear must be worn at all times. Thongs are not allowed.
6. For the health of all staff and patrons, persons who have visible skin blisters, large open cuts, large areas of exposed sub-skin tissue, sore or inflamed eyes, severe nasal or ear discharge, wearing bandages or multiple Band-Aids®, or are experiencing even a mild case of diarrhea may not be permitted in the pool.
7. NO GLASS, ALCOHOL, OR TOBACCO is permitted anywhere in the pool area or entrance to the pool area. Persons who appear to be under the influence of alcohol or narcotics will be denied admission.
8. Running, boisterous or rough play, pushing, acrobatics, dunking, wrestling, excessive splashing, yelling, diving, or jumping dangerously, or any improper conduct causing undue disturbances in or about the pool area and bathrooms or any acts that would endanger any patron are prohibited. The lifeguards have authority to enforce all pool rules. Patrons who repeatedly violate the rules will be ejected by the pool manager.
9. Abusive or profane language is not permitted.
10. No prolonged underwater swimming for time and/or distance. Competitive and/or repetitive breath holding can be deadly and is not permitted. Hyper-ventilation is absolutely not permitted.
11. Radios, CD/tape players, or other music sources must be kept away from the water's edge. Volume must remain at a reasonable level so as not to disturb other patrons (use of headphones are most appreciated). If any pool patron complains about the volume, the guard will have it adjusted to an acceptable level.
12. The lifeguard is the absolute authority in all matters pertaining to the safety and operation of the pool. They are there for your protection. Please do not distract them in any way. If you need to talk with one of them, wait until he/she is away from their guarding post.
13. Diving is allowed only in designated areas. Diving in water less than nine (9) feet, back dives, somersaults, "cannon balls", and other dangerous stunt jumps from the side of the pool or any other unsafe activities are not permitted.
14. Playing near or around the pool drains is strictly prohibited.
15. During storms, pool will be closed and the entire area cleared of patrons at the discretion of the pool manager. The pool will remain closed for thirty (30) minutes past the last flash of lightning or sound of thunder.
16. NO flotation devices of any type are permitted on diving boards, slides or lap lanes.

#### **Pool Health Regulations**

1. Children who are not toilet-trained must wear disposable swim diapers in any of the pools.
2. Individuals with a known medical or physical condition that could place them at higher than normal risk while in or around the pool, should be accompanied by a parent or responsible person 16-years old or older.
3. Spitting, spouting of water, blowing nose and/or urinating in the pool are prohibited.
4. All litter must be placed in proper receptacles.
5. Chewing gum is prohibited.

#### **Guest Admission Policy**

1. LLA pool members must accompany guests at all times and are responsible for any damages their guests incur.
2. LLA guest admission fee is \$2 per guest Monday –Thursday, and \$5 per guest Friday – Sunday and Holidays, payable at the pool entrance gate. Cash only, no bills larger than \$20 will be accepted.
3. Owners are limited to 10 guests at one time. All other members are limited to 2 guests at one time. Parties totaling more than 12 people must contact the office prior to date of visit.

#### **LLA Recreation Facilities Regulations**

1. No bicycles, skateboards, scooters, etc. allowed on tennis courts.
2. Pool and tennis activities may occasionally be restricted from general use in order to permit special events as authorized by the LLA.
3. Gas-powered model airplanes, racing cars, go-carts, mini-bikes, skateboards, roller skates or rollerblades are also prohibited from tennis and basketball courts, swimming area, and parking lots.

**Fee Schedule**  
**Lake Linganore Association, Inc.**  
 (Updated 2/28/18)

<u>Item</u>	<u>Fee Amount</u>
<b>Membership</b>	
• Photo ID Replacement or Reprint ID <i>Note: Photo ID Replacement or Reprint ID free for children as they grow – up to age 18 – in exchange for the old card.</i>	\$10.00 each
• Barcode Permit Replacement	\$5.00 each
• Basketball Hoop Permit	No Charge
• Boat Permit	No Charge
• Boat Trailer Permit	No Charge
• Golf Cart Permit	No Charge
• Boat Rack Lease	\$75-\$150, annually
• Pool Guest Fee: Monday – Thursday	\$2.00 per guest
• Pool Guest Fee: Friday – Sunday and holidays	\$5.00 per guest
• Cabana Rental	\$75, seasonal
• Disc Golf discs	\$10.00 each
• Basketball Hoop Retrieval	\$20.00 each
• Boat Retrieval	\$20.00 each
• Color Copies	\$0.50 per side 8.5x11
• Black & White Copies <i>Note: Committee Members receive 50% discount on copy rates.</i>	\$0.20 per side 8.5x11
• Resale Package	\$150.00
<b>Finance</b>	
• Returned Payment Fee	\$25.00
• Community Improvement Fee (CIF) – when property sells	\$1000.00 (improved lot) \$600.00 (vacant lot) \$300.00 (tee-pee lots)
• Property Transfer Fee – when property sells	\$75.00
• Interest on Unpaid Accounts	1% of outstanding balance, per month
<b>Merchandise</b>	
• Friends of the Lake Stickers	\$3.00
• Friends of the Lake Magnets	\$5.00
• Lake Linganore Tote Bag	\$9.00
<b>ECC</b>	
• Standard Architectural Application Fee	\$25.00
• Post Application Fee for Standard Applications	\$125.00
• Additions/Major Projects	\$155; 1% Road Impact Fee; \$10,000 Security Deposit
• New House	\$750; \$3000 Road Impact Fee; \$10,000 Security Deposit
• Road Cut Fee	\$2500 for ½ width of road; \$5000 for full width of Road Cut Security Deposit