

Hunt Ridge Community Association

By-Laws

Article I – Name and Purpose

(1) This association shall be known as Hunt Ridge community association, hereinafter referred to as the "association", a body corporate operating under the laws of the state of Maryland.

(2) The purpose of this association shall be to further the community interest of its members, by representing the community interests as a single voice, by cooperating with neighboring organizations regarding subjects of mutual interest, by encouraging the enforcement of local covenants and restrictions, by promoting community social and athletic activities, and by taking whatever action is deemed necessary by the association to protect the property, general welfare and in all other matters which are of community concern to the association members. The association shall be a non-profit, nonpolitical corporation. There shall be no capital stock issued.

Article II – Membership

(1) Any owner of property within the Hunt Ridge development boundaries shall be eligible for membership in this association. A resident holding a lease from an owner of property for one (1) year or more shall be considered eligible for membership, providing however that the property owner shall, in writing, assign his or her right to membership in the association to said lease holder. In any event, there shall only be one eligible member entitled to vote from each home property and in case of conflict the property owner shall prevail.

(2) Any owner or resident eligible for membership in (1) above shall become a member in good standing of this association by paying the association's dues one (1) year in advance. If a member in good standing loses his status-for non-payment of dues, in order to be reinstated, said member must pay all dues that are in arrears in addition to the payment of dues for the current year.

(3) Each owner of property or resident as defined in (1) above shall be entitled to one vote in any issue brought before the association so long as said member remains in good standing.

Article III – Dues

(1) The dues of this association shall be sixty dollars (\$60.00) per year, payable in advance on the 16th day of September. Eligible members who join the association during the calendar year shall have their dues pro-rated on a monthly basis for the remaining portion of the current year.

(2) The dues structure of the association can be changed by a 2/3 vote of the association in good standing.

Article IV – Officers and Board of Governors

- (1) The officers of the association shall consist of a president, vice-president, treasurer and secretary, all of whom must be members in good standing of the association.
- (2) The board of governors shall consist of the above four (4) officers, together with five (5) members elected by the association.
- (3) In the event of death, resignation, or removal from office of any board member or officer, a successor shall be appointed by majority vote of the board of governors at the earliest date, to serve the unexpired term of such officer.
- (4) The president shall preside at all meetings of the association and of the board of governors, and shall appoint all committees, subject to the approval of the board of governors. The president shall submit a report at the annual meeting of the association, giving a resume of the year's work. He shall cast a vote in general meetings of the association only in case of a tie, but shall vote at all times in meetings of the board of governors.
- (5) The vice-president shall render the president any assistance that may be deemed necessary by the president. In case of absence or disability of the president, the vice-president shall have power to perform all of the duties of the president and, when so acting, shall have the powers of the president. In absence of both, the presiding officer will be the treasurer, and in his absence, the secretary.
- (6) (a) The treasurer shall pay all expenses of the association as authorized by the board of governors. He shall keep a list of membership, receive dues, and receive and safely keep all funds paid into the association and all receipts and securities of the association in a depository designated by the board of governors.

(b) The treasurer shall submit a financial report at each regular meeting, and also at any time such report may be requested by the board of governors.

(c) The treasurer shall have the authority to spend up to and including fifty dollars (\$50.00) on behalf of the association in the event of an emergency without prior authorization of the board of governors.

(d) The treasurer shall be custodian of all money and all other personal property that the association may possess and the treasurer shall comply with all necessary governmental filings required of the association.
- (7) (a) The secretary shall keep minutes of the proceedings of all association and board of governors meetings and an accurate roll of the membership present at each meeting.

(b) The secretary shall attend to all correspondence of the association and advise the membership in writing of all regular meetings at least ten (10) days in advance thereof.

(c) The secretary shall have the power to appoint an assistant secretary, subject to the approval of the board of governors.

(8) The board of governors shall have full power to transact all business of the association which may arise and require action at any time other than at the regular or special meetings of the association.

(a) Transaction of association business in the following categories may be accomplished by a majority of a quorum of the board.

1. To consider and investigate suggestions and complaints filed by any member of this association concerning the welfare of the Hunt Ridge community association area and its bordering areas.

2. To recommend and take action to accomplish the purpose of this association.

3. To take action in any matter which shall, from time to time, be referred to it by the association at any meeting.

4. To approve expenditures of the association in an amount not in excess of two hundred dollars (\$200.00) as incurred.

5. A bank account shall be maintained by the treasurer and at least two of the following three officers; treasurer, president, or vice-president, shall be required to jointly sign checks or make withdrawals.

(b) The transaction of association business in the following category can only be accomplished by action of a two-thirds majority of the total board.

1. To approve expenditures of the association in an amount in excess of two hundred dollars (\$200.00) as incurred, provided, however, that expenditures or obligations exceeding the net current assets of the association can only be approved by 2/3 of the association membership at the regular or any special meeting of the association.

Covenants, Conditions And Restrictions

1. The lots, and any building or structure now or hereafter erected on a lot shall be occupied and used for single family residence purposes only, and no building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling house not to exceed two and one-half stories in height, with or without a private one or two car garage, except as follows:

(A) Real estate sales, management and construction offices may, with the prior written consent of the company, be erected, maintained and operated on any lot or in any building or structure now or hereafter erected on any lot provided the offices are used solely or operated in connection with the development of the property, or the management, rental or sale of any part of the property, or of improvements now or hereafter erected thereon.

(b) Any lot or other parcel of land comprising the property, and any improvements now or hereafter erected thereon may, with the prior written consent of the company, be used for a playground, non-profit community tennis court, park, place of public assembly for community meetings, automobile parking area for non-commercial vehicles while the passengers are using or attending any of the above activities, and for any of the usual purposes incidental to the foregoing.

2. No building, fence, hedge, privacy enclosure wall, retaining wall, driveway, sign, swimming pool, tank, hot tub, greenhouse, free standing mailbox, gazebo, or structure of any kind (collectively called "Structures") shall be commenced, erected or maintained on the property, nor shall any addition to (including awnings) or change or alteration therein (including alterations in exterior color design) be made, until the plans and specifications, in duplicate, showing the nature, kind, shape, height, materials, color, locations and approximate cost of the structure, addition or alteration shall have been submitted to and approved in writing by the company. The company shall have the right to refuse to approve any plans or specifications which are not suitable or desirable in its opinion of aesthetic or other reasons. The company shall consider applications for approval of plans and specifications upon the basis of conformity with this declaration and shall be guided by the extent to which the proposed structure, addition or alteration will insure conformity and harmony in exterior design and appearance, based upon, among other things, the following factors: The quality of workmanship; nature and durability of materials; harmony of external design with existing structures; choice of colors; changes in topography, grade elevations and/or drainage; factors of public health and safety; the effect the proposed structure, addition or alteration on the use, enjoyment and value of other neighboring properties, and/or on the outlook or view from adjacent or neighboring properties; and the suitability of the proposed structure, addition or alteration taking into account the general aesthetic values of the surrounding area.

3. No structure shall be erected, placed, altered or permitted to remain on any lot nearer to any street than the minimum building setback line for the lot as shown on the plat here fore. Where two adjacent dwelling houses are located on lots fronting on a public street and are set back different distances from the public street, no fence or wall between them (other than necessary retaining walls) shall be closer to the street than the front corner of the house most distant from the street. Property perimeter fences where

approved by the company shall not exceed 42" in height and shall not impede surface drainage. Privacy enclosures of open patios, swimming pools or garden courts, where approved by the company, not exceed 42' in height, if allowed by the company. In no case shall chain link fences be erected on any lot or other portion of the property, except around storm water management ponds, along the Baltimore-Harrisburg expressway, and around swimming pools, tennis courts and similar recreational facilities located on local open space areas, storm water management facility areas or storm drain and utility reservations with the property.

4. No building shall be located on any lot which lot does not front on a street, nearer to the front lot which lot line or nearer to the side or rear lot lines than the minimum building setback lines shown on the plat. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of the building.
5. No dwelling house shall be permitted on any lot the cost of construction of which would be less than \$50,000 were the house to have been built on the date these covenants are first recorded among the land records of Baltimore County, Maryland. The ground floor area of the dwelling house exclusive of open porches and garages shall not be less than 1,500 square feet for a one-story dwelling house nor less than 800 square feet for a dwelling house, of more than one story. For split level dwelling houses the ground cover area shall not be less than 1,200 square feet.
6. No animals may be kept, maintained, or bred on any lot or in any dwelling houses or structure erected thereon, except that no more than two dogs, cats or similar domestic household pets may be kept on a lot provided that are not kept, bred or maintained for any commercial purpose and provided further that they are kept in such a manner as to avoid becoming a nuisance to neighbors, or adjoining property owners.
7. No nuisance shall be maintained, allowed or permitted on any part of the property, and no use thereof shall be made or permitted which may be noxious or detrimental to health.
8. No structure other than a dwelling house, and no trailer, tent, shack, garage, or other outbuilding on any lot shall be used at any time as a residence either temporarily or permanently. No boats, trailers or recreational vehicles shall be parked or stored on any street shown on the plat, or on any lot except in the garage. No commercial vehicle shall be parked on any street shown on the plat, or on any lot longer than is reasonably necessary for the driver thereof to perform the business functions to which the vehicle relates.
9. No advertising or display signs of any character shall be placed or maintained on any part of the property or on any structure except with the written consent of the company. This shall not prohibit the display of customary "For Rent" or "For Sale" signs, not larger than twenty-eight inches wide and 20 inches high on or in front of a dwelling house by the owner thereof: except that for the first year following completion of the dwelling house on the lot, the owner or resident, in attempting to sell or lease the dwelling house, shall not display any signs advertising the dwelling house for sale or rent except with the prior written consent of the company.

10. No outside television or radio antenna shall be erected, installed or maintained on any lot, or on any structures thereon except that outside television or radio antennae four feet in height or less shall be permitted on the roof or chimney of a dwelling house.
11. No permanent exterior clothes dryer shall be erected, installed or maintained on any lot, or on any structure thereon. Only collapsible or retractable clothes dryers shall be used and the same shall be collapsed or retracted when not in use.
12. No awnings shall be installed maintained over the front or side porches, doors, or windows of any structure
13. Covenants conditions and restrictions number 1 through 12 above (The Covenants) shall run with the property and shall be binding on and shall be enforceable by the owners of all or any portion of the property until December 31, 1995. From and after December 31, 1995, the covenants shall continue for successive 10 year periods unless prior to the expiration of the then current term a written instrument shall be executed by the owners of 75% of the lots which are then subject to those covenants and be recorded among the land records of Baltimore County, Maryland, stating that the covenants shall expire at the end of the then current term. All of the rights and powers (including discretionary powers and rights) herein reserved by or conferred by the company may be assigned or transferred by the company to any one of more corporations or associations agreeing to accept them. Any such assignment or transfer shall be evidenced by an appropriate instrument recorded among the land records of Baltimore County and upon recordation thereof, the grantee or grantees of such rights and powers shall thereupon and thereafter have the right to exercise and perform all of the rights and powers reserved by or conferred upon the company of this declaration.
14. Enforcement of the covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.