RIGHTS OF MARYLAND HOMEOWNERS ASSOCIATION (HOA) OWNERS

**Right to attend meetings of boards and committees**." ...all meetings of the homeowners association including meetings of the board of directors or other governing body of the homeowners association **or a committee of the homeowners association** shall be open to all members of the association or their agents." [11B-111(1)].

**Right to notice**. "All members of the homeowners association shall be given reasonable notice of all regularly scheduled open meetings of the homeowners association." [11B-111 (2)].

**Right to speak on any matter at meetings** of the governing body or board of directors (after the period of developer control) [11B-111(3)--added in 1998], except at specific closed meeting of the board [11B-111. (4)--previously (3).]

**Right to speak on agenda items** at special meetings of the board of directors (after the period of developer control). [11-111(3) (iii)   **added in 1998**].

 *[[ NOTE: The 1998 addition of Section 11B-111 provides this right to speak at meetings of the "governing body", and the 1998 amendment of section 11B-101(g) states that "'Governing body' means the homeowners association, board of directors, other entity established to govern the development.”]]*

**Right to distribute written information or materials** regarding operation of the association (after the period of developer control) subject to certain reasonable restrictions as to method of distribution [11B-111.2**added in 1998**] .

**Right to assemble** for the purpose of considering and discussing association matters after period of developer control. [11B-111.3 **added in 1998.**]

**Right to vote on permitting or barring family day care homes** under certain conditions. [11B-111.1(d) **added in 1998**.]

**Right to examine and copy any record**. Owners or their agents or attorneys may examine and copy any record of the condominium during normal business hours, and after reasonable notice, except that personnel records, an individual's financial or medical records, records relating to business transactions that are currently under negotiation and the written advice of legal counsel may be withheld. [11B-112(a)]. [See also 11B-113 providing for public availability of association documents and records required to be deposited in office of the clerk of the courts.]

**Right of purchasers to receive certain disclosures** with the contract of sale and to rescind contract of sale within specified periods. [11B-107 and 11B-108.]

 *{{EDITOR'S NOTE: The rights accorded homeowners association lot owners are substantially fewer than those accorded to condominium unit owners, because the HOA Act covers fewer topics than the Condominium Act.   Repeated efforts made by the Maryland Homeowners Association and others to correct this failed in committees of the Maryland Assembly. FOR THE EXACT TEXT OF LAWS, CONSULT THE CODE OF MARYLAND available at this website.}}*

*(8-20-05)*

**Draft Version**

**Amended and Restated Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens for the Rhode Harbor Homeowners Association (RHHA)**

THIS AMENDED AND RESTATD DECLARATION OF COVENANT, CONDITIONS, RESTRICTIONS, EASEMENTS, CHARGES AND LIENS FOR THE RHODE HARBOR HOME OWNER ASSOCIATION is made on the date hereinafter set forth by the Rhode Harbor Homeowner’s Association, (hereinafter “Declarant”)

WITNESSETH:

            WHEREAS, Declarant is comprised of [XX] homeowners owning approximately (XX) acres of land located in Anne Arundel County (Mayo), Maryland, being the property acquired by Declarant by deeds recorded Book XXXX, Page XXX Anne Arundel Registry, which Declarant has registered as the Rhode Harbor Homeowner’s Association (hereinafter the “Subdivision”);

            WHEREAS Declarant recorded the Declaration of Covenants, Conditions, Restrictions, Easement, Charges and Liens for the Rhode Harbor Homeowners Association as of [DATE] in Book [XXXX], Page [XXXX], Anne Arundel County Registry (the “Declaration”).

            WHEREAS, Declarant, being the owner of all property included in the development, including all currently subdivided lots, desires to amend and restate the Declaration in the entirety to provide additional conditions and protections to provide for the community pier architectural standards, maintenance and upkeep of the pier, and to provide for enforcement of pier covenants and restrictions applicable to the Subdivision, and, to that end, delete the previous desires to subject the property within the Subdivision to previously stated covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of such property and each Owner thereof; and

WHEREAS, Declarant has deemed it advisable to create an organization to own, maintain and administer the Pier Common Area, to administer and enforce Pier covenants and restrictions exclusively applicable to the Rhode Harbor Subdivision, and to collect and disburse the assessments and charges hereinafter created, and Declarant has incorporated under Maryland law as a nonprofit corporation, Rhode Harbor Homeowners Association, LLC or INC (?) for the purpose of exercising the aforesaid functions.

            NOW, THEREFORE, Declarant declares that the real property described in EXHIBIT A to this Declaration, and such additions thereto as may hereafter be made pursuant to Article XX hereof, is and shall be owned, held, transferred, sold, conveyed, mortgaged, used and occupied subject to the convenants, conditions, restrictions, easement, charges and liens set forth in this Amended and Restated Declaration, which amends, restates, replaces and supersedes the originally recorded Declaration in its entirety which shall run with the real property and be binding on all parties owning any right, title or interest in said real property or any part thereof, their heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner thereof.

**Article I**

**Definitions**

Any defined term used in this Declaration shall have the meaning set forth below or, if not specifically defined in this Article I, the meaning of such term as set forth in the Act or in any other provision of this Declaration.

Section 1. “Act” shall mean and refer to Title 11B of the Maryland Homeowners Associations Act, as amended from time to time.

Section 2. "Additional Property" shall mean and refer to all real property subjected to this Declaration by any of the methods set forth in Article II hereof after the initial recording of Declaration.

Section 3. .”Association” shall mean and refer to Rhode Harbor Homeowner’s Association, INC., a Maryland nonprofit corporation, its successors and assigns

Section 4. “Board of Directors" and "Board" shall mean and refer to the Board of Directors of the Association elected or appointed to manage the affairs of the Association as provided in Article V of the Bylaws

Section 6. "Bylaws" shall mean and refer to the Bylaws of the Association, as amended from time to time.

Section 7. "Code" shall mean and refer to the code of Ordinances for Anne Arundel County, Maryland, as amended from time to time, and any regulations adopted by the County pursuant thereto.

Section 8. "Common Area" shall mean and refer to the real property, together with any pier improvements thereon, owned by the Rhode Harbor Homeowner’s Association, whether in fee or by easement, or leased by the Association, for the common benefit of the Owners of Lots within the Subdivision regardless of how such property is described on a map, plat recorded in the Registry. Common Area may be owned or leased by the Assocfation or it may be owned by another Person with the Association having a right or easement therein for example, part or all of a private storm water drainage easement located on either a Lot or real property that is not part of the Properties and that servers more than oneLot in the Properties, or a right of the Association to use of a portion of a public street right-of-way pursuant to an encroachment agreement with the the applicable governmental entity.) "Common Area Easement" shall mean and refer to real property as to which the Association has only easement rights is, specifically including, but without limitation, the area witin any storm water easements and the facilities constructed therein which serve more than one Lot and are not maintained by any governmental authority public street right-of-way. Common area shall be maintained by the Association or its successors in interest unless dedicated to public use and accepted by a public agency, authority or utility or conveyed to another nonprofit entity formed for similary purposes.

Common Area may include all of the following:

(1) RHHA Pier, hereinafter Community Pier

(2) RHHA gravel road leading to Community Pier, per Figure XX attached (note include a map with a highlighted area of the road with approximate dimensions)

(3) Rhode Harbor Community Sign, closest to *[insert address for:John and Tammy Messino*]. This does not include the shrubs, bushes, or trees surrounding the sign; hereinafter Community Sign Area

(5) any water, power or sewer utility line that serves the Community Pier and Community Sign Area

(6) RHHA public road

Common Area shall be maintained by the Association or its successors in interest unless dedicated to public use and accepted by a public agency, authority or utility, the Master Association, or another sub-association as set forth herein.

Section 9. “Common Expense” shall mean and refer to as: (i) expenses of maintenance of Common Area (including Common Area Easements) and other real or personal property owned, leased or used by the Association for the benefit of the Members (such other property being herein referred to as “other assets of the Association”), including repair, maintenance, restoration and replacement thereof, and including monies allocated to reserve funds (ii) ad valorem taxes and public assessments, if any, levied against the Common Area and/or other assets of the Association (but specifically excluding ad valorem taxes on real property on, under or over which the Association has only an easement or other similar right of use, except to the extent, if any, that any improvements in any such easement that are owned or maintained by the Association result in additional ad valorem taxes on such real property that would not be assessed in the absence of such improvements); (iii) premiums for hazard, liability and other insurance insuring the Common Area, other assets of the Association, or the Association, its officers, directors and employees, if any; (iv) fees and expenses of attorneys, accountants, and other Persons employed by the Association for Association business; (v) expenses declared to be or described as common Expenses by the Act, the Bylaws, or by the provisions of this Declaration, including expenses for the Community Pier and Community Sign Area; (vi) expenses determined by the Board or Members to be Common Expenses; and (vii) all other expenses incurred by the Association in performing its functions and providing services under this Declaration and/or the Articles of Incorporation or Bylaws of the Association, including operating, management and administrative expenses.

Section 10. “County” shall mean and refer to Anne Arundel County, Maryland

Section 11. “Declarant” shall mean and refer to the Rhode Harbor Homeowner’s Association.

Section 12. “Declaration” shall mean and refer to this “Amended and Restated Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens for the Rhode Harbor Homeowner’s Association”, and all subsequent amendments thereto and supplements thereof.

Section 14. "Dwelling", "Dwelling Unit", and “Unit" shall mean and refer to any

building or portion thereof within the Properties which is designated and intended for use and occupancy as a residence by a single family, whether by the Owner of such Dwelling or by tenants or lessees of such Owner.

Section 15. "Legal Requirements" shall mean and refer to any duly adopted and

applicable law. ordinance, regulation or requirement of the United States of America, the State of Maryland, the County of Anne Arundel, or any other governmental entity or quasi-governmental entity or agency having jurisdiction over the Properties, including any branch, department or division of any of the foregoing.

Section 16. "Limited Common Area" shall mean and refer to all Common Area,

together with any improvements thereon, owned, leased, used or maintained by the Association for the benefit of fewer than all of the Members or less than all of the Properties, and which has been designated as such, in writing, by the Declarant or the Association. Limited Common Area may include, for example, Homeowner association sign area, and the roadway leading to the Community Pier.

Section 17. "Limited Common Expense" shall mean and refer to all expenses of the type included within the term "Common Expense" but which are related solely and specifically to Limited Common area. Limited Common Expenses shall be paid out ofassessments levied only against the portions of the Properties benefited by Limited Common Area.

Section 18. “Lot” shall mean and refer to any plot of land, with delineated boundary lines, shown on any recorded map of any portion of the Subdivision, with the exception of any Common Area owned in fee by the Association and any street rights-of-way shown on such recorded map. In the event any Lot is increased or decreased in size by recombination or resubdivision through recordation of a new subdivision map, any newly platted lot shall thereafter constitute a lot.

Section 19. “Member” shall meain and refer to every Person who or which holds membership in the Association.

Section 20. "Owner" shall mean and refer to the record owner, whether one or more Persons, of fee simple title to any Lot which is a part of the Properties, including contract sellers and owners of an equity of redemption, but excluding those having an interest in a Lot solely as security for the performance of an obligation.

Section 21. "Person" shall mean and refer to any natural person, trust, corporation, association, partnership, limited liability company, joint venture or any other legal entity,

whether public or private.

Section 22. "Properties" shall mean and refer to the "Existing Property” described in Article II of this Declaration and any additional property annexed pursuant to said Article II.

Section 23. “Registry” shall mean and refer to the Anne Arundel County Clerk of the Circuit Court, Land Records Department, Annapolis, Maryland

**ARTICLE II**

**PROPERTY SUBJECT THIS DECLARATION AND WITHIN THE JURISDICTION OF THE RHODE HARBOR HOMEOWNER’S ASSCOCIATION**

**ARTICLE III**

**MEETINGS, VOTING RIGHTS, MEMBERSHIP**

Section 1. Meetings will be held the third of each month and at other times as deemed necessary. Meetings may be canceled or rescheduled by a majority vote of all RHHA present in a quorum at a given meeting.

Section 2 Time of meeting shall be from to .

Section 3 In the month of , the Annual Meeting shall be held in conjunction with the regular RHHA meeting, at which time new officers will be elected and a full and complete Annual Accounting of the financial condition of the RHHA shall be made to all members of the RHHA.

Section 4. Special meetings may be requested at anytime via written, telephone or email notice to the RHHA Board of Officers (President, Vice President, Secretary) and granted when all or a majority of the RHHA Board of Officers and members can attend.

Section 5. A quorum of at least **seven** RHHA members, one of which must be either the elected RHHA President or Vice President shall be present at any regular or special meeting in order for RHHA business to be conducted and a valid quorum to be established.

Section 6. In order to execute an authorized vote, a majority vote of at least **seven** RHHA members and either the elected RHHA President or Vice President is needed to approve any new Bylaws not otherwise specified in the Bylaws herein.

Section 7. Introduction of any new Bylaw must first pass a quorum before a final vote

A majority of members shall be present at any regular, special, or Annual Meeting before the election of officers or amendments to the Partnership Agreement or Partnership

Bylaws can commence.

Section 8. A majority vote of the Partners present is needed to approve amendments to the Partnership Agreement or Bylaws, or to elect officers.

Section 9. Each RHHA member and Board of Officers shall have one vote in all matters

Section 10. The use of written proxies is hereby permitted for those RHHA members unable to attend any regular, special, or Annual Meeting. A proxy vote will be counted when it pertains to a specific issue previously discussed by the RHHA, not to issues brought up and decided at the missed monthly meeting.

Section 11. Membership. Every owner of a Lot which is subject to assessment by the Association shall be a Member of the Association, Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. The foregoing is not intended to include Persons who or which hold an interest merely as security for the performance of an obligation.

**ARTICLE IV**

**PROPERTY RIGHTS**

Section 1. Owner’s Easements of Enjoyment and Access. Except as limited by Section 2 of this Article IV and by rules and regulations adopted by the Members and/or the Board of Directors, every Owner shall have a right and easement of enjoyment in, use of and access to, from, and over the Common Area, which right and easement shall be appurtenant to and shall pass with title to every Lot, subject to:

            (a) the right of the Association to charge reasonable admission and other fees for the use of any facilities situated or constructed on the Common Area and to limit the use of such facilities to Owners who occupy a residence on the Properties and to their Family, tenants and guests, as provided in Section 2 of this Article IV.

            (b) the right of the Association, after notice and an opportunity to be heard, to suspend the voting rights of an Owner and the right of an Owner to use to Common Area and facilities thereon for any period during which any assessment against his Lot remains unpaid for a period of thirty (30) days or longer, or for a period not to exceed sixty (60) days for any infraction of the published rules and regulations of the Association, provided, however that the Association may not suspend an Owner’s right to use of any Common Area providing access, utilities or for stormwater drainage to their lot.

                        (i) this must be approved by eighty percent (80%) of the Members present and voting at at meeting of the Members duly called for the purpose of approving stated infractions, provided, however, that, unless required by applicable law.

Section 2. Delegation of Use

(a)   Family. Xxxx

(b)  Friends. Xxxx

(c)   Guests: XXXX

Section 3. Conveyance of Title To The Association. Xxxxx

Section 4. Regulation of Maintenance of Common Area

(a)   Rights and Responsibilities of the Lot Owners

(b)  Rights and Responsibilities of the Association

**ARTICLE V**

**COVENANT FOR MAINTENANCE ASSESSMENTS**

**Still working**

**ARTICLE VI**

**MAINTENANCE OF COMMON AREA**

Section 1. Owners Responsibility

Section 2. Maintenance by the Association

Section 3. Stormwater Management

**ARTICLE VII**

**RIGHTS OF LENDERS**

Section 1. Books and Records

Section 2. Notice to Lenders

Section 3. Approval of Holders of First Deeds of Trust

Section 4. Payment of Taxes and Insurance Premiums

**ARTICLE VIII**

**EASEMENTS**

Section 1. Access and Utility Easements

Section 2. Easement for Support

Section 3. Easement over Common Area

Section 4. Association’s Easement Upon Owner’s Lots. The Association ***shall not*** have any right to place any restrictive covenants upon any lot other than the Common Area

Section 5. Easement for Encroachments

Section 6. Easement for Stormwater Management

Section 7. Easement for Governmental Access

**ARTICLE IX**

**COMMON AREA ARCHITECTURAL CONTROL**

Section 1. General

Section 2. Common Area Architectural Control Committee

Section 3. Guidelines and Procedures

Section 4. Enforcement

**ARTICLE X**

**COMMON AREA RESTRICTIONS**

Section 1. Nuisances

Section 2. Animals

Section 3. Smoking and Alcohol

Section 4. Signs

Section 5. Guests

Section 6. Parking

Section 7. Noise

Section 8. Hours of Use

Section 9. Garbage and Unsightly Storage

Section 10. Fireworks

Section 11. Human waste

Section 12. Weapons

Section 13. Lighting

Section 14. Child Supervision and Owners Responsibilities

Section 15. Chemicals and other flammable materials

Section 16 . Fines

Section 17.

**ARTICLE XI**

**GENERAL PROVISIONS**

Section 1. Enforcement

Section 2. Severability

Section 3. Term: Amendment

Section 4. Insurance

Section 5. Rules and Regulations

Section 6. Condemnation/Casualty

Section 7. Association Contracts and Leases

Section 8. Evidence of Member Approval

Section 9. Number and Gender

Section 10. Conflicts

Section 11. Rule Against Perpetuties

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CERTIFICATE OF THE RHODE HARBOR HOMEOWNER’S ASSOCIATION

            This is to certify that, upon proper notice given, a [the] Special [Annual] Meeting of the Members of the Rhode Harbor Homeowner’s Association was held on [Date and Year] at [Time]. The purpose [One of the purposes] of the meeting, as set forth in the Notice of Meeting, was to: [State action for which Member approval is required.]

            At such meeting, at which a quorum was present, in person or by proxy, a total of \_\_\_\_\_ votes were cast: \_\_\_\_votes were cast in favor of such action, and \_\_\_\_votes were cast against such action. Accordingly, the motion to approve [described the action approved] was approved by at least \_\_\_\_% of the Members as required by the Declaration and Bylaws of the Association.

            IN WITNESS WHEREOF, Declarant has caused this instrument to be executed in its name by its duly authorized Manager (President of RHHA), as of the date set forth in the notary acknowledgment below.

DECLARANT: XXXXXXXXX