

"Welcome to the Community"



**PROPERTY OWNERS ASSOCIATION
CHESAPEAKE RANCH ESTATES
INCORPORATED**

395 Clubhouse Drive
Lusby, MD 20657
Telephone: (410) 326-3182
Fax No: (410) 326-2274
E-MAIL: gm@poacre.org
Website Address: www.poacre.org

The Property Owners Association of Chesapeake Ranch Estates (POACRE) would like to welcome you to our community. The Chesapeake Ranch Estates (CRE) is a private community in which the roads and common recreational facilities are maintained by the owners of the Association. All owners of real property within the Estates are required to be members of the Association.

We have enclosed in this welcome package information concerning the Chesapeake Ranch Estates.

BOARD OF DIRECTORS FY 2025

PRESIDENT TRAVIS SCOTT 410-326-3182

(LEAVE A MESSAGE EXT 102)

VICE-PRESIDENT EDWARD HOLLAND 410-326-3182

(LEAVE A MESSAGE EXT 102)

TREASURER REGINE WUNDER 410-326-3182

(LEAVE A MESSAGE EXT 102)

DIRECTOR 1 TROY ANDERSON 410-326-3182

(LEAVE A MESSAGE EXT 102)

DIRECTOR 2 ANTHONY FOPPIANO 410-326-3182

(LEAVE A MESSAGE EXT 102)

The Board of Director's Meetings are held in the lower level of the Administration Building (395 Clubhouse Drive), or the Clubhouse (500 Clubhouse Drive) every third Saturday at 10:00am (except for July, October, March, and December).

All members are encouraged to attend and discuss any comments, concerns, or criticism that they may have. If you would like to be placed on the agenda you need to put your request in writing to: The Board of Directors/General Manager (the request will then be placed on the next available agenda or A.S.A.P).

If at any time you need to contact a Board Member, Please call the office at 410-326-3182, and leave a message with the General Manager, The General manager will then forward the message to the Board Member. If you are writing a letter to be placed on the agenda or other reasons, the letter may be mailed to:

POACRE

Attn: Board of Directors/General Manager
395 Clubhouse Dr
Lusby, MD 20657

FY 2026 FEE DISCLOSURE

- Maintenance & Operation Fee \$323.08 Annual
 - (5/25/25-5/24/26)
- Roads Fee \$257.17 Annual
 - (7/1/25-6/30/26)

▪ Total: \$580.25

*** Please note if fees are not paid in full prior to **July 21, 2025**,
a 10% late fee will be assessed to the account ***

OTHER FEES

- Tenant Fee \$323.08 Annual
 - (5/25/25-5/24/26)
- Property Ownership Transfer Fee \$100.00
- Hangtag Replacement Fee \$25.00
- Hangtag Sticker Replacement Fee \$25.00
- VTF Hearing Fee \$25.00
- Payment Plan Fee \$25.00
- Collection Fee \$50.00

AMENITIES

The following areas are owned by the Association and available for the general use by the Association and its' Members.

- Rousby Hall Road Entrance & Parking Area
- Town Square Drive Entrance
- Little Cove Point Entrance
- Administration Building
- Clubhouse
- Horseshoe Pits
- Seahorse Beach
 - Basketball Court (1/2 Court)
 - Volleyball Net
- Driftwood Beach
- Lake Lariat
 - Basketball Court (1/2 Court)
 - Volleyball Net
 - Playground
 - Canvas-Top Shelters
 - Boat Launch
- Campsites
- Baseball Field
- Gardens
- Airpark
 - Helipad for Medivac

Descriptions of common properties are recorded among the Land Records of Calvert County, Maryland in Liber 0422, Folio 751.

FREQUENTLY USED NUMBERS

Animal Control:	410-535-1600 301-855-1243 EXT 2526
Appeal Elementary School:	443-550-9670
Board Of Education:	443-550-8000
Calvert County:	410-550-1600
Calvert County Sheriff:	410-535-2800 307-855-1194
CRE Campgrounds (seasonal):	410-326-3026
Chesapeake Hills Golf Course:	410-326-4653
CRE Water:	410-326-4122
After hours:	800-707-5482
CRE Admin Building:	410-326-3182
FAX:	410-326-2274
Comcast/Xfinity:	1-800-934-6489
Drum Point HOA:	410-326-6148
Emergency (Fire, Police, EMS):	911
Environmental Health Dept:	410-535-3922
Health Dept:	410-535-5400
Mill Creek Middle School:	443-550-9190
Miss Utility:	800-257-7777
Mosquito Control:	410-535-6924
Patuxent Elementary School:	443-550-9710
Patuxent High School:	443-550-8840
Planning and Zoning Office:	410-535-2348 301-855-1243 Ext 2356
Post Office (Lusby):	410-326-4406
Public Transportation (Calvert):	410-535-1600 Ext 2360
SMECO:	1-888-440-3311
Report Outage	1-877-747-6326
Southern Middle School:	443-550-9250

EMERGENCY ALERT STATIONS

WKIK - FM - 102.9 - CALIFORNIA

WKIK - AM - 1560 - LAPLATA

WPRS - FM - 104.1 - LAPLATA

WMDM - FM - 97.7 - LEXINGTON PARK

WSMD - FM - 98.3 - MECHANICSVILLE

CLUBHOUSE RENTAL

FEES AND SERVICES

The Clubhouse may **ONLY** be rented by members in-good-standing

1. Reservations must be made in advance.
2. The Clubhouse may be reserved 9:00 AM to 11:00 PM.
Member must end event at such time as to vacate and secure the Clubhouse by 11:00 PM.
3. A \$150.00 refundable security deposit is to be paid at the time of reservation.
4. The rental fee for an all-day rental (Holiday, Saturday- Sunday) is \$350.00.
5. The rental fee of six (6) hour increment (Monday thru Friday, except Holidays) is \$200.00.
6. All rental fees are due two (2) week prior to the date of the event.
7. The reservation entitles the member to the use of the Clubhouse, Kitchen, Porch, and Grounds.

Reservations can be made at the POACRE Administration Office

410-326-3182

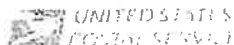
ARE YOUR NUMBERS UP?

IF YOUR HOUSE NUMBERS ARE NOT VISIBLE FROM THE ROAD IN AN EMERGENCY, AT A TIME WHEN YOU NEED HELP DESPERATELY, YOUR "NUMBER COULD BE UP"!

EMERGENCY VEHICLES – FIRE TRUCKS, AMBULANCES, THE POLICE AND POACRE SECURITY -- MAY NOT BE ABLE TO FIND YOUR HOUSE FAST ENOUGH IF YOUR HOUSE NUMBERS AREN'T UP AND VISIBLE FROM THE ROAD.

PROTECT YOURSELF, YOUR FAMILY, AND YOUR HOME. PLACE YOUR HOUSE NUMBER(S) ON YOUR PROPERTY WHERE THEY ARE VISIBLE, ESPECIALLY AT NIGHT. DON'T KNOW YOUR NUMBERS? CONTACT 410-535-2348 EXT 370. THIS IS THE NUMBER FOR CALVERT COUNTY PLANNING & ZONING, ANYONE THERE SHOULD BE ABLE TO HELP YOU. KNOW YOUR LOT & SECTION NUMBER BEFORE YOU CALL. THEY WILL LET YOU KNOW WHAT NUMBER(S) TO PUT UP.

WHEN YOUR NUMBERS ARE UP, THE ODDS ARE BETTER THAT YOUR "NUMBER" WON'T BE!!!



Resident
Lusby, MD 20657

SUBJECT: Instruction for Installing a Mailbox

Curbside mailboxes must be placed so that they may be safely and conveniently served by the carriers without leaving their vehicle. And they must be reasonably and safely accessed by the customers. Boxes must be placed on the right-hand side of the road and in the carrier's direction of travel. Boxes must be placed to conform to state laws and highway regulations. Carriers are subject to the same traffic laws and regulations as are other motorists. Customers must remove obstructions, including vehicles, trash cans, and snow, that make delivery difficult.

HEIGHT - mailboxes are installed at a height of 40 to 44 inches from the road surface to the bottom of the mailbox. Mailboxes are set back 6 to 8 inches from the front face of the curb or road edge to the mailbox door. If mounting the box with a group (more than one box) the front of the boxes should be flush across the front.

POSTS - posts and other supports for curbside mailboxes are owned and controlled by customers who are responsible for ensuring that posts are neat and adequate in strength and size. Heavy metal posts, concrete posts, and miscellaneous items of farm equipment, such as milk cans filled with concrete, are examples of potentially dangerous supports. The ideal support is an assembly that bends or falls away when struck by a vehicle. Post or support designs may not represent effigies or caricatures that disparage or ridicule any person. Customers may attach the box to a fixed or movable arm.

IDENTIFICATION - your house number and street name must be placed on the right hand side of the mailbox as you stand in front of the box. If your mailbox is located with a group of boxes this information must be placed on the front door. The box numbers and letters should be in contrasting color and not less than 1 inch high on the side of the box visible to the carrier.

If you have any questions, please feel free to contact me at (410) 326-4406

Thank you in advance for your cooperation.

Postmaster
11575 Lusby Lane
Lusby, MD 20657

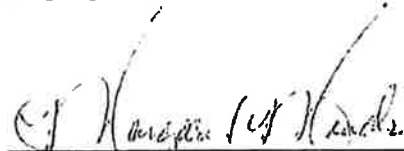
*****NOTICE*****

This information only pertains to members who do not have CLUSTER BOX UNITS.

WARNING:

THE CLIFFS BORDERING THE CHESAPEAKE RANCH ESTATES ALONG THE CHESAPEAKE BAY ARE UNSTABLE AND UNSAFE. WALKING ALONG THE BEACH AND/OR AT THE TOP OF THE CLIFFS IS PROHIBITED. ALL MEMBERS SHOULD WARN THEIR CHILDREN AND GUESTS OF THIS DANGER.

ALL OF THE PONDS, STREAMS, AND LAKES OF CHESAPEAKE RANCH ESTATES ARE DANGEROUS WHEN FROZEN. ICE SKATING OR WALKING ON THE ICE IS PROHIBITED.


General Manager

PROPERTY OWNERS ASSOCIATION
OF CHESAPEAKE RANCH ESTATES, INC.

PRESS RELEASE

CALVERT COUNTY ANIMAL CONTROL

ALL DOGS OVER THE AGE OF SIX MONTHS MUST BE LICENSED. ALL DOGS OVER THE AGE OF FOUR MONTHS MUST HAVE A RABIES INOCULATION. LICENSE MAY BE PURCHASED FROM THE CALVERT COUNTY COURTHOUSE, PRINCE FREDERICK; CALVERT ANIMAL HOSPITAL, OWINGS; TRI COUNTY ANIMAL SHELTER, HUGHESVILLE; AND WOODBURN'S FOOD MARKET, SOLOMONS. THERE IS A MINIMAL CHARGE OF \$2.00 OR \$5.00, DEPENDING ON WHETHER YOUR DOG HAS BEEN SPAYED OR NEUTERED. PROOF OF RABIES INOCULATION IS REQUIRED FOR PURCHASE OF LICENSE.

FEMALE DOGS IN HEAT MUST BE CONFINED IN A BUILDING TO INSURE THAT NO CONTACT CAN BE MADE WITH ANOTHER DOG EXCEPT FOR PLANNED BREEDING

NO DOG SHALL BE PERMITTED TO BE AT LARGE, MEANING TO BE OFF THE PREMISES OR PROPERTY OF THE OWNER UNLESS THE DOG IS CONTROLLED BY LEASH, LEAD, OR UNDER THE CONTROL AND VIEW OF A RESPONSIBLE PERSON.

ANY DOG OR CAT FOUND DAMAGING PROPERTY, OR BEHAVING IN ANY MANNER WHICH CAUSES DAMAGE TO PROPERTY OR PUBLIC HEALTH, PEACE AND QUIET SHALL BE DEEMED A PUBLIC NUISANCE.

THE FOLLOWING AREAS HAVE BEEN DESIGNATED AS LEASH LAW AREAS BY THE BOARD OF COUNTY COMMISSIONERS: APPLE GREENE, BROOMES ISLAND, CHESAPEAKE BEACH, CHESAPEAKE RANCH ESTATES, COVE POINT BEACH, DARES BEACH, HUNTERS RIDGE, KENWOOD BEACH, LAKEWOOD, LONG BEACH, NEED ESTATES, WESTERN SHORES, AND THE WILLOWS. ALL DOGS LIVING IN A LEASH LAW AREA MAY NOT BE OFF THE PREMISES OR PROPERTY OF THE OWNER UNLESS CONTROLLED BY A LEASH OR LEAD.

ANY OWNER VIOLATING ANY OF THE ABOVE PROVISIONS SHALL BE GUILTY OF A MISDEMEANOR AND SUBJECT TO A FINE AND/OR IMPRISONMENT. ALL PROVISIONS LISTED ARE EXCERPTS OF THE CALVERT COUNTY ORDINANCE FOR THE REGULATION OF DOGS AND CATS, UNDER THE ANNOTATED CODE OF MARYLAND, ARTICLE 24. COPIES OF THIS ORDINANCE MAY BE OBTAINED AT THE FOLLOWING LOCATIONS: CALVERT ANIMAL HOSPITAL, CHESAPEAKE ANIMAL CLINIC, PRINCE FREDERICK ANIMAL HOSPITAL, PRINCE FREDERICK LIBRARY, THE PUBLIC SAFETY OFFICE, SOLOMON'S VETERINARY CLINIC, SOUTHERN COMMUNITY CENTER, TREASURER'S OFFICE, TRI COUNTY ANIMAL SHELTER, TWIN BEACHES LIBRARY, AND WOODBURN'S FOOD MARKET. ADDITIONAL INFORMATION MAY BE OBTAINED FROM THE CALVERT COUNTY DIVISION OF ANIMAL CONTROL, 410-535-1600, EXT 414, MONDAY THROUGH FRIDAY, 8:30 A.M. - 4:30 P.M.

Rules & Regulation
Ref: K-1



STATE OF MARYLAND

State Department of Assessments and Taxation

THE

ARTICLES OF AMENDMENT

OF

CHESAPEAKE RANCH-CLUB PROPERTY OWNERS ASSOCIATION, INC.

CHANGING IT'S NAME TO:

PROPERTY OWNER'S ASSOCIATION OF THE CHESAPEAKE RANCH ESTATES, INC

Have BEEN RECEIVED AND APPROVED BY THE STATE DEPARTMENT OF ASSESSMEN
AND TAXATION THIS 30th DAY OF January 1987 at 10:05 a.m.
AND WILL BE RECORDED.

By: Bern W. Kitchen
Corporate Administrator

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ARTICLES OF INCORPORATION

OF

CHESAPEAKE RANCH CLUB CIVIC ASSOCIATION, INC.

We, Robert G. Dickerson of 229 South State Street, Dover, Delaware, Jane A. Kent of 229 South State Street, Dover, Delaware, and Zadoc A. Pool, III of 229 South State Street, Dover, Delaware, being persons of or at least twenty-one years of age, do hereby sign, acknowledge, and file Articles of Incorporation, setting forth the following statements, for the purpose of organizing a corporation not for profit pursuant to Article 23 of the Annotated Code of Maryland as amended and supplemented:

FIRST: The name of the corporation (hereinafter called the Association) is

CHESAPEAKE RANCH CLUB CIVIC ASSOCIATION, INC.

SECOND: The purposes for which the Association is formed are as follows:

1. To promote the general welfare and community interests of the members of the Chesapeake Ranch Club, Insly, Maryland; and to conduct and carry on the work of the Association in such manner as to be subject to the provisions of Section 501 (c) (3) of the United States Internal Revenue Code of 1954 as amended and not for profit in such manner that no part of its income or property shall inure to the private benefit of any donor, member, director, officer, individual or person, and in such manner that it shall not, in any way, directly or indirectly, engage in carrying on propaganda or otherwise attempt to influence legislation or participate in, or intervene in (including the publication or distribution of statements), any political campaign on behalf of any candidate for public office.

2. For the general purposes aforesaid, and limited to those purposes, the Association shall have the following powers and purposes:

(a) Subject always to the provisions of paragraph 1 of this Article SECOND, to represent the interests of its members in their dealings with all public and private individuals, corporations and associations by all legitimate and available means and to thereby secure legitimate protection of the rights of the members.

(b) Subject always to the provisions of paragraph 1 of this Article SECOND, to acquire by purchase, exchange, lease or otherwise and to own, hold, use, develop, operate, sell, assign, lease, transfer, convey, exchange, mortgage, pledge or otherwise dispose of or deal in and with, real or personal property of every class or description and rights and privileges therein wheresoever situate.

(c) Subject always to the provisions of paragraph 1 of this Article SECOND, to draw, make, accept, endorse, discount, execute and issue promissory notes, drafts, bills of exchange, warrants, bonds, debentures and other negotiable or transferable instruments and evidence of indebtedness whether secured by mortgage or otherwise, as well as to secure the same by mortgage or otherwise, so far as may be permitted by the laws of the State of Maryland.

(d) Subject always to the provisions of paragraph 1 of this Article SECOND, to borrow money for any of the purposes of the Association, from time to time, and without limit as to amount; from time to time to issue and sell its own securities in such amounts, on such terms and conditions, for such purposes and for such prices, now or hereafter permitted by the laws of the State of Maryland and by these Articles of Incorporation, as the Board of Directors of the Association may determine; and to secure such securities by mortgage upon, or the pledge of, or the conveyance or assignment in trust of, the whole or any part of the properties, assets, business and good will of the Association, then owned or thereafter acquired.

(e) Subject always to the provisions of paragraph 1 of this Article SECOND, to have all of the general powers granted to associations not for profit organized under the laws of the State of Maryland whether granted by specific statutory authority or by construction of law.

The foregoing clauses shall be construed as powers as well as purposes. The enumeration herein of specific purposes and powers shall not be held to limit or restrict in any way the general purposes and powers of the Association. The matters specified in any clause shall, except where otherwise expressed, be in no wise limited or restricted by reference to or inference from the terms of any other clause of this or any other Article of these Articles of Incorporation, but the purposes and powers specified in each of the clauses of this Article shall be regarded as independent purposes and powers.

THIRD: The post-office address of the principal office of the Association in the State of Maryland is 815 Hyde Road, Silver Spring, Maryland; the name and post-office address of the resident agent of the Association in this State are Louis F. Laforest, 815 Hyde Road, Silver Spring, Maryland, and said resident agent is a citizen of this State who actually resides herein.

FOURTH: The Association is not authorized to issue any capital stock. The Board of Directors may choose the first members in accordance with the Bylaws. Members may resign or be removed, vacancies may be filled and additional members elected, as provided in the Bylaws, which may prescribe different classes of members and prescribe the powers and duties of each class.

FIFTH: The number of directors of the Association, until the first annual meeting of members or until their successors are duly elected and qualify, is three.

The names of the directors of the Association, to serve until the first annual meeting of members or until their successors are duly elected and qualify, are as follows:

Louis F. Laforet
Edward C. McKeown
Frank C. Sanchez

SIXTH: The Association shall have perpetual existence.

SEVENTH: The following provisions are inserted herein for the purpose of defining, limiting and regulating the powers of the Association and of the directors and of the members, provided, however, that said provisions shall not be deemed exclusive of any rights or liabilities otherwise granted or imposed by the laws of the State of Maryland:

(a) The authority to make, alter, and repeal the Bylaws of the Association shall be vested in the Board of Directors, but the Board of Directors may delegate such authority in whole or in part to the members entitled to vote.

(b) The Association shall indemnify any person who is serving or has served as a director or officer of the Association or, at its request, as a director or officer of another corporation in which it owns shares of capital stock or of which it is a creditor, against expenses actually and necessarily incurred by him in connection with the defense of any action, suit or proceeding in which he is made a party by reason of being or having been a director or officer of the Association or of such other corporation, except in relation to matters as to which such person is adjudged in such action, suit or proceeding to be liable for negligence or misconduct in the performance of duty. Such indemnification shall not be deemed exclusive of any other rights to which any person may be entitled, under any Bylaw, agreement, vote of members, or otherwise.

(c) The officers, directors and members of the Association shall not be held individually liable for any action of the Association, including liability for tort or contractual defaults, and they shall not be individually or personally liable for any indebtedness of the Association. Any action of a member, director, or officer taken on behalf of the Association and with the authority of its directors or members shall be deemed the act of the Association and the members, directors or officers who acted for the Association shall not be personally liable for such actions or any default thereof.

EIGHTH: From time to time, any of the provisions of these Articles of Incorporation may be amended, altered or repealed, and other provisions authorized by the laws of the State of Maryland at the time in force may be added or inserted in the manner and at the time prescribed by said laws, and all contracts and rights at any time conferred upon the members of the Association by these Articles of Incorporation are granted subject to the provisions of this Article EIGHTH.

IN WITNESS WHEREOF, we have signed these Articles of Incorporation
this 2nd day of October, 1962.

S/ Robert G. Dickerson
Robert G. Dickerson

S/ Jane A. Kent
Jane A. Kent

S/ Zadoc A. Pool III.
Zadoc A. Pool III

PROPERTY OWNERS ASSOCIATION
CHESAPEAKE RANCH ESTATES

Presented below are the Protective Covenants of the Chesapeake Ranch Estates as filed in the Calvert County Court House on March 31, 1988, in Liber 434, Folio 088. The Covenants become effective on July 1, 1988. Titles have been added in this printing of the Covenants for reference purposes. Such titles do not appear in the Recorded Covenants and therefore do not play any part in the meaning and interpretation of the Provisions.

DECLARATION OF PROTECTIVE COVENANTS

WHEREAS, CHESAPEAKE RANCH CLUB, INC., a Maryland corporation, the owner of certain lots suitable in the First Election District, Calvert County, State of Maryland, all shown on plats of subdivision known as "Chesapeake Ranch Estates" and "The Soundings", which plats have been recorded among the Land Records of Calvert County, Maryland; and in order to promote the orderly development of the subdivisions, maintain high quality standards for residences hereon, conserve property value, reduce nuisances, and promote the health and general welfare of property owners in said subdivisions, has hitherto adopted a plan of reservations or restrictions (hereinafter referred to as "provisions") in deeds to lots hitherto sold and in Declarations of Protective Covenants recorded among the Land Records of Calvert County, Maryland, in Liber 116, page 225, in Liber 287, page 873, and in Liber 116, page 233, in Liber 0434, page 0088; and

WHEREAS, all rights of CHESAPEAKE RANCH CLUB, INC., to create and/or enforce covenants pertaining to Chesapeake Ranch Estates and the Soundings have been assigned to the "**PROPERTY OWNERS ASSOCIATION OF THE CHESAPEAKE RANCH ESTATES, INC.,**" a Maryland non-profit corporation, (hereinafter referred to as the "Corporation"), the members of which are the owners of real property in Chesapeake Ranch Estates and The Soundings; and

WHEREAS, the Corporation desires to make certain modification in some of the provisions but intends to maintain the general plan of development of all lots in said subdivisions; and

WHEREAS, the owners of a majority of the residential lots in said subdivisions did, in response to a ballot conducted by mail prior hereto, agree in writing to the following provisions, which include said changes.

NOW, THEREFORE, The Corporation does hereby declare that in every deed executed hereafter, conveying any of the lots shown on any plat of subdivisions of Chesapeake Ranch Estates, and The Soundings, the following provisions shall be deemed to be included by reference, and each of said provisions shall run with the land and be binding upon all of the owners of lots in said subdivisions.

("Corporation" mean the Property Owners Association of the Chesapeake Ranch Estate, Inc., its successors or assigns. "Subdivision" means existing subdivisions and future subdivisions which may be made of the land or any part of the same hitherto or hereafter acquired by the Corporation and recorded in the Land Records of Calvert County, Maryland.)

1. **PROPERTY USE:** Said lot(s) shall be used only for residential purposes. No activity may be conducted on said lot(s) or in any building thereon which may constitute or become an annoyance or nuisance or disturb the peace in the subdivision.
2. **PROPERTY TRANSFER:** The Corporation shall be advised in writing within 30 days of the sale, conveyance, lease, or rental of the property by the owner or the use of the property by anyone other than the owner. All purchases are subject to, and bound by these covenants.
3. **ARCHITECTURE:** No structure of any kind, or construction of any sort shall be placed or constructed upon said lot(s) or adjacent waters unless and until the plans and description of the same are first approved in writing by the Corporation and said construction is in full compliance with the Building Code and/or construction requirements applicable in Calvert County. Disapproval may be based upon any grounds including purely aesthetic reasons. Failure to obtain advance approval shall be a breach of covenant and any unapproved structure shall be subject to removal.
4. **TEMPORARY DWELLINGS:** No temporary structure, tent, trailer, or similar item shall be placed upon any residential lot for use as a dwelling. Such items may be used in a special section of the subdivisions which may be established specifically for this purpose and subject to such conditions and restrictions that may then pertain to said special section. Use of mobile dwellings such as house trailers, camping trailers, trucks, buses and motorized campers shall be restricted to such special sections and access ways, as designated and approved by the Corporation.
5. **CONSTRUCTION:** Buildings may be constructed of wood, logs, stone, brick or composition, provided they will not detract from, or mar the natural beauty of the subdivisions and said buildings have been approved in writing by the Corporation.
6. **SETBACK LINES:** Setback zones are hereby established and must be maintained, as follows: on Golf Course lots the setback shall be twenty-five (25) feet from any street and the Golf Course, and ten (10) feet from each neighboring property line; on Waterfront lots the setback shall be twenty-five (25) feet from the water line, fifteen (15) feet from the road and five (5) feet from each neighboring property line; on all other lots the setback shall be fifteen (15) feet from the road and five (5) feet from each neighboring property line. Whenever more than one lot is used as a single dwelling site, such lots may be considered as a single lot when establishing setback lines.
7. **DWELLINGS:** No more than one dwelling may be placed on the lot, except lots designated for multiple units, which designation shall appear in the sales contract and deed of conveyance.
8. **FLOOR AREA:** Any permanent structure placed upon a lot must contain a minimum floor area, per floor, as follows: on lots bordering the Golf Course, at least fifteen hundred (1,500) square feet; on Waterfront and Air Park lots, at least one thousand (1,000) square feet; in all other areas at least eight hundred (800) square feet. Such floor areas shall be exclusive of porches, patios, or carports. That side of any structure facing a street shall be at least twenty-four (24) feet in width, as must be the side facing the Golf Course, Air Park, or any body of water. Any variance from these requirements must be approved in advance in writing by the Corporation.
9. **WATER AND SEWERAGE:** Water supply and sewage disposal installations shall be made in strict compliance with the health and building codes applicable in Calvert County, and all bathrooms and toilets facilities shall be incorporated in the main structure. Outhouses are prohibited. Wells are prohibited in Chesapeake Ranch Estates unless approved before the central water system was approved for the subdivision. Each well in The Soundings shall be a metal cased deep well extending into the confined ground water table.

10. **FIRES AND CHIMNEYS:** Open fires are prohibited on any part of the property. Outdoor fireplaces, grills, and all chimneys must be provided with fire screens of sufficient design to prevent scattering of sparks or burning embers.
11. **TREES AND TOPOGRAPHY:** Trees and topography shall remain uncut and undisturbed. Excavation or removal of sand or earth, cutting or trimming of trees, or erection of fence, shall be allowed only with prior written consent of the Corporation. Fences must not extend beyond the setback from the road(s) for the dwelling.
12. **SIGNS:** No billboards, or other advertising matter of any kind, whatsoever, may be permitted on the property without the prior written consent of the Corporation.
13. **PROPERTY MAINTENANCE:** Each lot owner shall at all times maintain the grounds and all improvements in thorough repair and in good, neat, and sanitary condition, and shall promptly remove or otherwise dispose of any accumulation of trash, garbage or rubbish.
14. **FIREARMS:** Hunting of any nature, firing of rifles, guns, or weapons of any kind are prohibited everywhere in the subdivisions, except in areas designated by the Corporation for said use.
15. **AIRSTRIP:** Aircraft, taxing between "airpark" lots and airport shall use only areas designated as "Taxiway."
16. **VEHICLE CONTROL:** Automobiles, trucks, and other vehicles authorized by the Corporation to be operated on the streets, shall bear a current State registration and, if applicable, a current State Inspection Tag. Off street parking shall be provided for each lot; there shall be no permanent parking on the streets or roads. Use of unauthorized vehicles, violations of posted speed regulations and other reckless use of authorized vehicles will be prosecuted.
17. **HEAVY VEHICLES:** Construction type equipment, machinery, or vehicles such as tractors, frontloaders, large trucks, etc., shall not be parked or kept on residential lots, but may be kept on property approved by the Corporation for such use.
18. **EASEMENTS:** The Corporation reserves an easement with right of entry upon, across, over, and through each lot for the purpose of constructing, operating, maintaining, and repairing drains, culverts, sanitary and storm sewers, water mains, utility lines and equipment.
19. **GOLF COURSE LOTS:** As to lots bordering on Chesapeake Hills Country Club, Inc. golf courses, the Corporation reserves for itself and for the benefit of Chesapeake Hills Country Club, Inc. and its members, a license to permit the doing of every act necessary and proper to the playing of golf courses adjacent to the said lots, including but not limited to the inadvertent flight of golf balls over and upon such lots, the recovery of golf balls from such lots, the use of equipment upon such golf courses, the usual and common noise levels created by playing the game of Golf, and with all normal and usual activities associated with the operation of a country club.
20. **MAINTENANCE AND OPERATIONS FEE:** Each lot purchaser or owner shall pay to the Corporation in advance by May 25th of each year an annual maintenance and operations fee (formerly call annual Chesapeake Ranch Club dues) for the operation of the common facilities and to provide security services. If not duly paid, these fees shall constitute a lien against the property enforceable by foreclosure under the Maryland Contract Lien Act; however, such lien shall be subordinate to any prior or subsequent, VA, FMHA, or FHA lien. The annual maintenance and operations fee may be changed by a majority vote of the owners provided that membership contracts of the former Chesapeake Ranch Club, Inc., which specified fixed dues and fees will not be changed without written approval of the individual owner.
21. **DEBT RETIREMENT:** Each lot owner shall pay \$44.00 annually by May 25th for service of the debt of the Corporation in acquiring the roads and common properties; such payments not to run beyond 1997 or until the acquisition debt is retired. If not duly paid, these fees shall constitute a lien against the property enforceable by foreclosure under the Maryland Contract Lien Act; however, such lien shall be subordinate to any prior or subsequent, VA, FMHA, or FHA lien.
22. **ROAD FEE:** Each lot purchaser or owner shall pay to the Corporation in advance by July 1st of each year an annual fee for each lot, for the construction, maintenance and repair of all roads in the subdivisions. Said fee shall be \$86.40 for the year beginning July 1, 1987. The fees may be increased yearly thereafter by the same percentage that the price for March increases over the price index for March of the previous year. Prior to the conveyance of title to a lot, the Corporation may add the unpaid road fees to any unpaid purchase price of the lot; in the event of nonpayment after conveyance, such unpaid fees shall constitute a lien against the property enforceable by foreclosure under the Maryland Contract Lien Act; however, such lien shall be subordinate to any prior or subsequent, VA, FMHA, or FHA lien. ("Price Index" means United States Consumer Price Index. All items for the "Metropolitan Washington, D.C. Areas)
23. **FAILURE TO PAY FEES:** Use of common areas and facilities will be denied for failure to pay the stated fees.
24. **WAIVERS:** The Provisions herein contained shall run with the land and inure to the benefit and be enforceable by the Corporation and the lot owners, and the failure of the Corporation or the lot owners to enforce any of the said Provisions contained herein shall not be deemed a waiver of right to do so thereafter as to a default occurring prior or subsequent thereto. The declared invalidity of any one or more of the Provisions herein shall not affect the validity of the others. If a waiver of any Provision shall be deemed by the Corporation to be in the best interest of the property owners, such waiver must be in writing.
25. **REVISIONS AND RENEWALS:** All the aforesaid Provisions shall supersede the covenants, conditions, reservations or restrictions hitherto imposed upon lots at Chesapeake Ranch Estates and the Sounding in sales contracts and individual deeds and in prior Declarations of Protective Covenants and they shall remain in force until July 1, 1999, and shall be renewed thereafter automatically for additional successive three-year periods, unless the majority of the owners of the subdivided lots in the subdivisions, voting after thirty days advance notice to all owners shall, in at least three months prior to any such renewal date, agree in writing to a change in or abrogation of any said Provisions, and agree that the Corporation shall record such amendments among the land records of Calvert County, Maryland. Each owner of a lot or lots shall be entitled to one vote only; joint owners are entitled to only one vote which may be cast by any one of the joint owners. In no event shall the annual road fee be less than that prescribed in paragraph 22 above, unless voted by the property owners and the Corporation records among the land records of Calvert County, Maryland, an amendment to this Declaration.

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**PROPERTY OWNER'S ASSOCIATION
CHESAPEAKE RANCH ESTATES, INC.**

BY-LAWS CURRENTLY IN EFFECT

Effective January 15, 2022

ARTICLE I - IDENTIFICATION

Section 1. These By-laws have been formulated pursuant to the Charter of this Association, which was incorporated (15 Oct 62) under Article 23 of the Annotated Code of Maryland and are in conformance with the Maryland Homeowners Association Act of 1987.

Section 2. This non-profit corporation shall be known as the Property Owners Association of Chesapeake Ranch Estates, Inc., hereinafter referred to as the "Association."

Section 3. The principal office of the Association shall be located at 395 Clubhouse Drive, Lusby, Maryland 20657.

ARTICLE II - DEFINITIONS

Section 1. "The Properties" shall mean all that area of land shown on the original plats of Chesapeake Ranch Estates as recorded among the Land Records of Calvert County, Maryland, excepting all tracts heretofore removed from the subdivision by Chesapeake Ranch Club, Inc., and including any tracts hereafter acquired by the Association.

Section 2. "Common Areas" shall mean and refer to the airstrip, beaches, campgrounds, lakes, roads, shops, storage area, stables, etc., and include any structures and any other real properties owned and maintained by the Association, excluding residential lots.

Section 3. For purposes of membership determination, "Owner" shall mean and refer to an individual, corporation, any unincorporated association and other entity holding a deed to real property within The Properties. For these same purposes, a holder of a contract for deed or land installment contract is not considered to be an "owner" until such time that the contract is fulfilled, and the deed is properly recorded as transferred. And, until evidence is presented that the land installment contract is satisfied at maturity, the "Buyer" shall be classified as a Tenant as described in Article IV, Section 4, and the "Seller" shall remain fully obligated as an "Owner".

Section 4. A "Member-in-Good-Standing" is an owner who has paid in full all required assessments and fees or is paid up-to-date on an approved payment plan for same; has no outstanding violations of Covenants, By-laws, Rules, Regulations or Policies; and has paid in full all imposed fines, attorney's fee and court costs where applicable.

ARTICLE III - PURPOSE & APPLICABILITY

Section 1. The purpose of the Association is to provide an organization to serve and promote the common interest of the Owners within The Properties; to preserve property values; to promote the security and welfare of all Owners; and to own, acquire, build, operate and maintain facilities for the benefit of the Owners.

Section 2. The administration, management, and actions of the Association and its Board of Directors shall be governed by these By-laws,

Section 3. All persons who reside in, transit, or are permitted to use the Common Areas shall be subject to the Rules and Regulations of the Association. Acquisition, rental or occupancy of properties shall constitute the Owner's, tenant's and occupant's acceptance and agreement to comply with all Rules and Regulations now existing or hereafter adopted.

ARTICLE IV - MEMBERSHIP

Section 1. MEMBERSHIP - Membership in the Association is inherent in the ownership of real property within The Properties and shall continue until such time as said real property is conveyed or the land installment contract is assigned by the Member to a new owner. Each owner has one membership in the Association and is entitled to all the benefits and privileges of membership provided that provisions set forth below are fulfilled. An owner shall not be exempt from the obligation to pay required fees by resignation from the Association or self-proclaimed waiver of the use of the Common Area, roads, and facilities. The holder of less than a fee simple interest in land within The Properties merely as a security for performance of an obligation, such as a Mortgage or Deed of Trust, is not entitled to membership in the Association.

Section 2. MEMBER-IN-GOOD-STANDING - Each Member-in-Good-Standing is entitled to:

- a. One Vote.
- b. One Candidacy for Office of Director or Officer.
- c. Use of Common Areas for no more than two adults, per membership and bona fide dependents living with the Member.
- d. Yearly entry passes as specified by regulations published by the Association.

Section 3. ASSOCIATE MEMBERS - Other joint owners, and non-dependent adult members of the immediate family of a Member-in-Good-Standing shall be granted the right to use the Common Areas and facilities upon application and payment by the owner of additional fees as established and published by the Board of Directors. Such persons shall be known as Associate Members and will not have the right to vote or hold office.

Section 4. TENANTS - Subject to policies, rules and regulations established and published by the Board of Directors, a member may grant rights to use of the Common Areas and facilities to a tenant who resides on the member's property located within The Properties. The member shall pay the payment of the user fees required of the tenant and shall be responsible for the conduct of the tenant and tenant's guests. Each member with tenants shall execute a Tenant Agreement with the Association for each Tenant.

Section 5. GUESTS - Bona fide guests of Members-in-Good-Standing may use the Common Areas. The members shall be responsible for the actions and conduct of their guests in conformance with published Rules and Regulations at all times while on The Property.

Section 6. RESTRICTIONS - The membership rights of any member, whose interest in The Properties is subject to payment of fees and assessments, shall be suspended during the period when any fees remain unpaid; but upon payment of all fees, rights, and privileges shall be automatically restored. The rights of any member or person may be suspended for violation of published Covenants, By-laws, Rules and Regulations and such suspension shall continue until the violation has been corrected and all fines paid in full. The Board of Directors may suspend the rights of any member or person for a period up to one year for repeat violations or where the violation has threatened health and/or well being of another member or guest.

Section 7. RIGHT TO RECOVER ATTORNEY FEES AND COSTS - Any property owner who is delinquent in payment to the Association of fees or assessments or any other fee properly due to the Association shall be liable for any and all attorney's fees, collection agency fees and costs incurred by the Association as a result of actions taken due to the property owner's delinquency in payment. Further, anyone who is in violation of the Association's Covenants, By-laws, Rules, Regulations or Policies, shall be liable for any and all attorney's fees and costs incurred by the Association to bring them into compliance.

ARTICLE V- MEMBERSHIP MEETINGS

Section 1. NOTICE - Notices of Membership Meeting shall include the purpose, agenda, date, time, and place, and shall be mailed to Members at least fifteen (15) days prior to the date of the meeting. The Annual Membership Meeting will be scheduled for 10 a.m. on the third Saturday of the month, on The Properties, if feasible and practical, and if not, at any suitable location or day designated by the Board of Directors. A current mailing address for the membership shall be registered with the Association and notice of meetings shall be mailed to that address.

Section 2. AGENDA - The Notice of Meeting will include the agenda of items to be discussed and voted upon at that specific meeting. Non-agenda matters may be introduced from the floor at these meetings but shall not be put to a final vote at that meeting.

Section 3. ANNUAL - The Annual Business Meeting in July shall be held for the purpose of receiving the annual report on the State of the Association, electing officers and directors, receiving the Annual Financial Statement and the Budget for the ensuing year and of transacting such other business as may be properly brought before the meeting.

Section 4. SPECIAL - Membership meetings may be called at other times by the Board of Directors. In addition, the Association must meet when requested in writing to the Secretary of the Board by no fewer than 100 Members-in-Good-Standing and the requested meeting must be held within 60 days after the request has been received by the Secretary if not stipulated for a later date in the request. Special Meetings will be held to accomplish a specific purpose. No business other than that stated on the Notice of Special Meeting will be conducted.

Section 5. QUORUM - The quorum for the conduct of business at a duly called membership meeting shall consist of at least one hundred (100) Members-in-Good-Standing, of which at least fifty (50) shall be in person. The balance may be in written proxies of attendance.

Section 6. PRESIDING - Meetings of the Association will be presided over by the President, or if not present, by the Vice President or, if not present, by a Chairperson to be chosen at the meeting.

Section 7. ORDER - The rules contained in the latest edition of "Robert's Rules of Order" shall govern in all cases to which they are applicable and in which they are not inconsistent with these By-laws and any Standing Rules of Order adopted by this Association and/or its Board of Directors, or any federal, state, or county laws.

Section 8. BALLOTS - (a) Voting on issues of importance to all members, such as the resources of the Association, issues affecting property values, By-law revisions, and so forth, shall be accomplished with the use of written ballots submitted by Members-in-Good-Standing. Such ballots shall be (i) accompanied by a summary of the issue, or a compilation of the proposed revisions, and (ii) prepared and mailed by first class mail by the Association to Members at least fifteen (15) days in advance of the date set forth therein for returning the ballot, which shall be the day before the Membership Meeting or special meeting called for this purpose.

(b) Election ballots shall be governed by Article VIII, Section 4, of these By-laws.

(c) The results for all ballots, both for issues of importance to all members and elections, shall be announced during the Membership Meeting or special meeting called for this purpose.

ARTICLE VI - BOARD OF DIRECTORS

Section 1. COMPOSITION - The Board of Directors shall consist of two (2) elected directors and three (3) elected officers.

Section 2. TERMS OF OFFICE - The Directors shall be elected every two years with one director being elected in odd years and one director being elected in even years. The President shall be elected for a term of two years (Fiscal Year 2013 (July 2012)), and the Vice President and Treasurer shall be elected for a term of two years (1st two years term beginning Fiscal Year 2012 (July 2011)). The officer position of Secretary shall be filled by an appointment of the

Board by majority vote at the beginning of each fiscal year. The Board may appoint either a director or officer of the Board (president, vice-president or treasurer) to act as Secretary, or the Board may appoint a "member-in-good-standing" of the Association. If the Board appoints a non-Board member (a member in good standing of the Association who is not serving on the Board) to serve as Secretary, said appointed Secretary shall not have the power or authority to vote as a Board member.

Section 3. MEETINGS - Regular meetings of the Board will be held without other notice at 10 a.m. on the third Saturday of each month except March, July, October, and December. Each meeting shall provide a period of time to the transaction of business for members of the Association to make comments or recommendations or to ask questions of the Board. A quorum shall consist of a majority of the membership of the Board, provided that the President or Vice President is present. Special meetings of the Board may be called by the President or a majority of the Board members with 48 hours notice. A special meeting of the Board of Directors on administrative matters may be held without notice immediately after the Annual Meeting of the Association at the place of such meeting. Board meetings may be closed to members only as permitted by the Maryland Homeowners Association Act of 1987.

Section 4. AUTHORITY - The business of the Association shall be managed by its Board of Directors, which may exercise all corporate powers of the Association and perform all lawful acts that are not required by law, the Certificate of Incorporation, or these By-laws. No individual Director or Officer has authority or powers except as defined specifically by these By-laws or by the proper delegation of the entire Board of Directors.

Section 5. POWERS AND RESPONSIBILITIES OF THE BOARD - The Board of Directors acting in quorum is required or shall have power to:

- a. Provide for the operation, maintenance and security of the Common Areas.
- b. Hire, remove, and prescribe the duties of the General Manager of the Association.
- c. Establish banking and investment accounts, which are federally insured or are for U.S. Governmental Securities. Borrow money as necessary, except that the total indebtedness outstanding for such purposes, from time to time, shall not exceed one hundred thousand dollars (\$100,000) without the approval of a majority of votes received from the Members.
- d. Enter into contracts relating to the operation, maintenance and security of the Association.
- e. Provide for adequate insurance to protect the Association and its properties.
- f. Cause to be kept a record of all its acts and corporate affairs.
- g. Recommend to the membership for approval the amount of the annual maintenance and operations fees.
- h. Prepare a roster of the properties and fees applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any member.
- i. Issue, or cause an appropriate officer to issue, upon legitimate request, a certificate setting forth whether any fees have been paid.
- j. Adopt and publish Rules and Regulations governing the use of the Common Areas and the personal conduct of the members and their guests thereon.
- k. Conduct periodic reviews of these By-laws and to recommend changes when necessary.
- l. Enforce by legal means, if necessary, the provisions of these By-laws, the Declaration of Protective Covenants, Rules and Regulations and to institute, maintain and defend proceedings and actions brought on behalf of or against the Association.
- m. The Board cannot acquire, lease, or dispose of Common Areas unless a majority of the votes cast by the Members-in-Good-Standing approves such action(s).
- n. Establish and publish user fees, new construction fee, penalty fees and bond requirements, including fees for Tenants and Associate Members.
- o. To pursue or cause to be pursued the collection of all accounts receivable, including late charges, collection fees, reasonable attorney fees, and other fees approved by the Board of Directors by whatever means are set forth in these By-laws, the laws of the State of Maryland, and the United States of America.

Section 6. SUCCESSION - Should the office of President become vacant, the Vice President shall assume the position and duties of the office of President. Vacancies on the Board other than President shall be filled by a majority vote of the Board until the next election.

Section 7. REMOVAL - A director or officer may be removed for cause after due notice and hearing, at a meeting of the Board by at least two-thirds vote of the members of the Board. Any director or officer whose removal has been proposed shall be given at least ten (10) days notice of the calling of the meeting and the purpose thereof, and the opportunity to be heard at the meeting of the Board.

Section 8. REMUNERATION - The directors and officers shall serve without compensation in their capacities as Director or Officer but may be reimbursed for actual out-of-pocket expenses incurred by them in the performance of their duties.

ARTICLE VII - COMMITTEES

Section 1. COMMITTEES - (a) The following Standing Committees of the Association will serve in an advisory capacity to the Board of Directors (the Board):

Architectural Review Committee Finance Committee

(b) The Board may approve other committees that it deems appropriate. Each committee serves as the "point of contact" for, and provides advice in its specific functional area to, the Board and members of the Association.

Section 2. ARCHITECTURAL REVIEW COMMITTEE - Shall, under policies established by the Board, review and approve/disapprove all requests for construction of buildings and structures within the Chesapeake Ranch Estates. It shall review matters pertaining to adherence to the Covenants, Zoning Ordinances, and other applicable building requirements.

Section 3. FINANCE COMMITTEE - Shall recommend guidelines for, and review audits of, the Association's financial records; review and recommend an annual budget for submission to the Board and the membership; and undertake studies directed by the Board. The Treasurer shall be an ex-officio member of the Finance Committee.

Section 4. COMMITTEE CHARTER - (a) Each committee shall have a charter approved by the Board prior to its first meeting, and the charter shall consist of at least the following sections: Name of the committee; purpose/mission; functions; and membership (for example, any special requirements for membership, officers, officer selection). A list of the names of the committee members, including the name of the chair, must be identified in a memorandum that accompanies the charter.

(b) The Board must review and approve a committee's charter when the committee revises the charter in any way, however minor.

(c) The Board may review, revise, or revoke a committee's charter at its pleasure.

Section 5. COMMITTEE MEMBERSHIP - (a) Committee members shall be appointed by and shall serve at the pleasure of the Board. A committee member may be removed by the Board at any time, with or without cause.

(b) Each committee shall consist of at least a chair and two or more members, eligible to vote on committee matters, with the exception of the Violation Task Force (VTF), which must have at least two members, one of whom shall serve as chair. Provided a quorum is present, the chair shall be elected by a majority of the committee members: In the event that the chair is unavailable for a meeting or for an extended period, a temporary chair shall be selected from, and by, the committee membership if a quorum is present and the committee's charter does not provide for a vice chair.

(c) All Committee members must be Members-in-Good-Standing of the Association, and each committee shall include a member of the Board, as a non-voting liaison member. The President shall be an ex-officio member of each committee except the nominating committee, whose membership shall be constituted in accordance with Article VII, Section 2 of these Bylaws.

(d) Within 30 days after the start of each fiscal year (July 1), the chair of each committee shall submit to the Association's General Manager a memorandum containing the names of committee members, including the name of the chair, and submit an updated memorandum to the General Manager when members join or leave the committee.

(e) The General Manager shall ensure that the committee members are Members-in-Good-Standing of the Association and that the committee has at least three members, with the exception of VTF, which must have at least two members. The General Manager shall inform committee chairs of any committee member who is not a Member-in-Good-Standing of the Association and, therefore, must be removed as a committee member until they remedy this condition.

Section 6. COMMITTEE MEETINGS - (a) All committee meetings shall be open to all Association members, as well as non-Association members if authorized by the Board, and held after reasonable notice of the meeting has been posted, and shall be closed to members only as permitted by the Maryland Homeowners Association Act.

(b) At least three members of a committee must be present at each meeting to establish a quorum, except for the VTF, which must have at least two (2) members present to establish a quorum: participation by phone is permitted. Provided a quorum is present, decisions of a committee require approval by a simple majority and both members of the VTF if only two members are present.

Section 7. MEMBER COMMENTS TO COMMITTEES - Each committee shall receive comments from its members on any matter involving Association functions, duties, and activities within its functional area of responsibility. It shall act on such comments as it deems appropriate, or refer them to another committee, or to a Board member or the General Manager of the Association, as may be concerned with the matter presented.

ARTICLE VIII - ELECTIONS

Section 1. ELECTIONS - Officers and Directors shall be elected by a plurality vote of the Members-in-Good-Standing by written ballots as provided for hereinafter. A tie vote for any elected position will be resolved by a majority vote (written ballot) of the Board of Directors at a duly called special meeting of the existing Board. The Board of Directors will develop Standing Rules to ensure the confidentiality of the ballot counting process.

Section 2. NOMINATING COMMITTEE - The President, with approval of the Board of Directors, shall appoint the Chairperson and two additional members, all Members-in-Good-Standing, to a Nominating Committee and announce same at the Regular March Board Meeting. In addition to the three appointed members, up to two more Members-in-Good-Standing may be nominated from the floor. Those members nominated from the floor must be present to give consent to their appointment or written consent be provided to the chairperson. If more than two are nominated from the floor a vote of members present will decide, by plurality vote, two additional members of the Committee. Members of the Nominating Committee will serve until adjournment of the next Annual Meeting. No member of the Board may serve on the Nominating Committee.

Section 3. NOMINATIONS - The Nominating Committee shall present its list of candidates for Officers and Directors at the Regular May Meeting of the Board. At the Regular June Meeting of the Board, the Chairperson will call for nominations from the floor. A candidate nominated from the floor, by a Member-in-Good-Standing, must be present to give consent to candidacy, or must have signed a written consent of candidacy. Nominations made from the floor must be seconded by five (5) Members-in-Good-Standing, which will be officially verified. All candidates must be Members-in-Good-Standing. If records of the Association fail to establish that the required nominators, seconders, or the nominees are Members-in-Good-Standing, the candidate will not be placed on the ballot.

Section 4. BALLOT - All elections shall be by written ballot which shall: (a) identify the vacancies to be filled, (b) list in order according to random drawing at an open Board Meeting in June, the names of those nominated for Officer or Director, and (c) contain a space for a write-in vote for each vacancy. Such ballots shall be prepared and mailed by first class mail by the Secretary to the members at least fifteen (15) days in advance of the date set forth therein for a return which shall be the day before the Annual Meeting or special meeting called for elections.

ARTICLE IX - OFFICERS

Section 1. PRESIDENT - The President will preside over all meetings of the Board of Directors, and meetings of the members, and see that orders and decisions of the Board are carried out by the General Manager, and sign appropriate corporate documents.

Section 2. VICE PRESIDENT - The Vice President will preside at all meeting and perform the duties of the President during the President's absence.

Section 3. SECRETARY - The Secretary will be responsible for recording the votes and keeping all minutes of all proceedings in books to be kept for that purpose assuring that the records and official documents of the Association are properly maintained and accessible, and for certifying of members-in-good-standing. The Secretary will receive all requests for special meetings, and insure the notices for all meetings are properly posted and/or published.

Section 4. TREASURER - The Treasurer shall have custody of all financial resources, except those funds which are placed under the direct control of the General Manager; and, with the assistance of the General Manager, keep full and accurate records of receipts and disbursements; and shall assure proper deposit of all monies of the Association and other valuable effects in such depositories as may be designated by the Board of Directors. The Treasurer shall transfer funds as ordered by the Board, maintaining proper vouchers for all disbursements, and shall render to the President and the Board at their regular meeting, or whenever they may require, an accounting of all transactions as Treasurer and of the financial resources of the Association and shall prepare Financial Statements which shall be presented to the membership at its Regular Annual, Spring, and Fall Meetings and shall cause appropriate Federal and State tax returns to be prepared annually.

ARTICLE X - FINANCES

Section 1. FISCAL YEAR - The fiscal year of the Association shall be July 1st - June 30th inclusive.

Section 2. BUDGET - The Chairperson of the Finance Committee will present the budget to the Association at the Annual Business Meeting and at the preceding Board Meeting. The budget shall project expenses and revenues for the fiscal year. Said revenues are to include the authorized annual fees plus available funds from the previous year and shall not include unapproved indebtedness as revenue in balancing the budget. The budget will also include Reserve amounts for emergencies, contingencies, and asset replacements. The Board of Directors will assure total expenditures for the fiscal year do not exceed projected income plus projected available funds as identified in the published budget. If the Board declares a financial shortfall because of unexpected conditions, it may borrow up to one hundred thousand dollars (\$100,000) from other sources including next year's unearned income, if available. Any such actions will be reported to the membership.

Section 3. FIDELITY BONDS - The Board of Directors shall require that all directors, trustees, volunteers, agents (including the General Manager) and employees who handle or are responsible for funds of the Association be covered by adequate fidelity bonds of insurance. The fidelity bonds or insurance shall designate the Association as a named insured and, if obtainable, shall be written in an amount sufficient to provide protection up to thirty (30) percent of the Association's estimated annual operating expenses and reserves. The premiums on such fidelity bonds or insurance shall be an expense of the Association.

Section 4. LIABILITY - The Officers and Directors shall not be liable to the Association or to individual Property Owners or others for mistakes of judgement not amounting to willful misconduct or bad faith. The Association shall indemnify and hold harmless each of the directors from/against all liability to others arising out of actions and/or decisions made by the Board on behalf of the Association. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding by reason of the fact that the person is or was a director officer of, or agent acting for, the Association against expenses (including attorney's fees), judgements, fines, and amounts paid in settlement incurred in connection with such action, suit or proceeding. The Association shall assure that appropriate insurance is obtained with a limit of coverage of not less than \$200,000 per individual claim, \$500,000 per total claims that arise from the same occurrence.

Section 5. ANNUAL AUDIT - At the end of each fiscal year the Board shall cause an annual audit of the Association books to be made by an independent certified public accountant. The annual audit must be completed so that the report of audit is available to the general membership no more than 120 days after the end of the fiscal year.

ARTICLE XI - AMENDMENTS

Section 1. BY-LAWS - Proposed amendments to and revisions of the By-laws may be initiated by the Board of Directors or by written proposal signed by at least one hundred (100) Members-in-Good-Standing and submitted to the Board of Directors. An advisory notice must be published and circulated among the members as an Item in the Notice of Meeting of the next Membership Meeting. Amendments or revisions will become effective no less than 30 days after approval by a majority of the votes cast by Members-in-Good-Standing. Notification of changes by amendment or revision must be mailed by first class mail to each member of the Association within 90 days after the amendment or revision was approved.

ARTICLE XII - REFERENDA

Section 1. REFERENDA - Issues to be put to the vote of the membership may be advocated by written proposal signed by at least one hundred (100) Members-in-Good-Standing and submitted to the Board of Directors no less than sixty (60) days prior to the next Membership Meeting of the Association. Any such proposal may be rejected by the Board of Directors, if in their opinion, the same question has been voted on by the membership within the twelve (12) months prior to the date of the submittal of the written proposal. The Board of Directors shall cause a ballot to be prepared for vote on any issue not rejected by the Board as being repetitious which shall be sent to each Member-in-Good-Standing with the notice of the meeting. The issue shall be presented for discussion at the meeting; however, the ballot may be voted by mail or at the meeting.

ARTICLE XIII - BOOKS AND PAPERS

Section 1. DOCUMENTATION - The books, records, and papers of the Association shall at all times during reasonable business hours be available for inspection and copying in accordance with the provisions of the Maryland Homeowners Association Act of 1987.

ARTICLE XIV - CONTINUITY

Section 1. INVALIDATION - In the event that any provision or portion of these By-laws should be declared invalid by competent authority, the remainder of these By-laws continue in full force and effect.

I hereby certify that the foregoing is a full, true, and correct copy of the By-laws of the Property Owners Association of Chesapeake Ranch Estates, Inc. a Maryland Corporation, as in effect on January 25, 2022.

For the Board of Directors
WITNESS my hand,


Travis Scott
President POACRE, Inc.

Validation Sheet

For

Clerk's Use Only

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**PROPERTY OWNERS ASSOCIATION
CHESAPEAKE RANCH ESTATES, INC.**

RULES AND REGULATIONS

Effective: April 15, 2023

Rules and Regulations are developed by the Association in order to promote the general welfare of the entire community. These Rules and Regulations, in conjunction with POACRE's Declaration of Protective Covenants, Bylaws, Architectural Requirements, Policy & Procedure Memos, State, Local Ordinances, and Laws are applicable to all members, tenants, guests, and other persons within the properties. Property owners are responsible for their guests and/or tenants, and should provide them a copy of the New Membership Packet.

DUE PROCESS:

1. POACRE may issue either a written warning or a Violation Notice to a property owner for an infraction of any Covenant, By-Law, Rules and Regulations, Policy and Procedure Memos, and/or Architectural Requirements (hereinafter referred to as the "Governing Documents").
2. In the event of an alleged violation of any Governing Document; a Violation Notice will be sent to the Member. Each Violation Notice will state the nature of the violation, define the action required, the time allotted for compliance, and the potential fine(s) and/or other sanctions to be imposed for failure to come into timely compliance. In the event the required action is not taken in the allotted time as stated in the Violation Notice, a hearing will be scheduled before the Violations Task Force and the member will be notified in writing of the time, date, and place of the hearing, and the potential fine(s) and/or other sanctions to be imposed in the event of a finding of such violations as stated in the notice. Additional fines/sanctions may be imposed at the hearing for new violations, which have been verified by POACRE security upon final inspection prior to the hearing. The member may appear before the Violations Task Force to dispute the existence of the alleged violation(s) and defend his/her position.
3. The POACRE Violations Task Force will make a recommendation to the POACRE Board of Directors for approval, disapproval or modification of the recommendation, including but not limited to fine(s) and/or other sanctions to be imposed.
4. POACRE will notify the property owner in writing of the decision approved by the POACRE Board of Directors, and advise the property owner of his/her right to appeal the decision within the time period prescribed in the notice. If the property owner does not file an appeal within 10 days, then the decision approved by the Board of Directors shall be final.
5. If a property owner files a timely appeal, then an Appeal Hearing shall be scheduled before the POACRE Board of Directors. The property owner will be notified in writing by POACRE of the scheduled time, date, and place of the appeal hearing. The decision made by the Board of Directors at that time will be final. POACRE will mail a notice of the final decision of the Board of Directors to the property owner within 10 business days.
6. Property owners should review Policy & Procedure (P&P) Memo #6 for more specific procedural information concerning violations, hearings, and appeals. In the event of a conflict, these Rules & Regulations shall supersede P&P Memo #6.

FINES FOR VIOLATION:

THE ISSUANCE OF A VIOLATION NOTICE MAY RESULT IN A FINE IN ACCORDANCE WITH THE FINE SCHEDULE BELOW.

FINES FOR VIOLATION

1. In the event a member comes into compliance within 10 business days of the date of the violation notification the fine will be waived; however, waived fines may be re-imposed upon "repeat offenders" as defined below.
2. In the event a member fails to take corrective action within the time prescribed in the violation notice, a fine of \$100.00 per violation [and/or as specified by the specific rule] shall be imposed.

3. In the event a member continues to be in violation after the Violations Task Force has filed the recommendation with the POACRE Board of Directors, a fine of \$20.00 per day, per violation for each day the violation continues.
 - a. This fine will be imposed and commenced after the 10 business day period to file an appeal has expired.
 - b. In the event a member files a timely appeal, the fines shall be suspended until the POACRE Board of Directors has heard the Appeal. In the event the POACRE Board of Directors upholds the decision of the Violations Task Force, the fines will be calculated beginning from the date of the expiration of the 10 business day appeal period.

LEGAL ACTION:

In the event a member's non-compliance continues after the violation process described above has transpired, POACRE will take any and all legal action necessary, including but not limited to, the filing of a lawsuit against the member in order to enforce the Governing Documents as well as obtaining a monetary judgment for any and all fines imposed. Additionally, the member in violation shall be liable for, and POACE shall seek a monetary judgment for, reasonable attorney's fees, court costs, litigation expenses, process service costs, administrative fees, and any other reasonable miscellaneous costs incurred by POACRE to enforce the Governing Documents in Court or otherwise.

REPEAT VIOLATORS:

Notwithstanding the procedures set out above, property owners shall not be permitted to circumvent compliance with the Governing Documents by abusing POACRE's due process procedures as contained in these Rules & Regulations and Policy & Procedures Memo # 6.

1. A property owner who has been sent an initial violation notice, and comes into compliance with the initial notice, and then commits the same violation ("second offense") within a twelve (12) month period shall be deemed to be a "repeat offender". POACRE shall mail a notice advising such "repeat offender" of his/her repeat violation, and include the date, time, and place of a hearing to be held before the Violations Task Force ("VTF"). The VTF hearing will be scheduled and held regardless of whether the property owner has corrected the violation before the hearing date, and fines will be imposed for the "repeat violation", as well as the initial violation.
2. A property owner who has been deemed a "repeat offender" and then continues to commit the same violation and/or has failed to pay fines for repeat offenses will be responsible for all fines and other actions which were and/or could have been imposed by POACRE for the initial violation, and the repeat violation(s), in addition to other sanctions permitted by law. POACRE shall mail a notice advising such "repeat offender" of his or her repeat violation, the fines and/or other sanctions imposed, and that the matter is being turned over to POACRE's legal counsel. The case will be turned over to POACRE's Attorney who will take any and all legal actions against the property owner, including but not limited to filing a lawsuit.
3. An owner may appeal the issuance of the "repeat offender" violation notice within 10 business days by making a written request to appear before the POACRE Board of Directors.
4. Notwithstanding the above, in the event that POACRE has previously obtained a Court Order against a member for a violation(s), and the member is at any time, after the Court Order is entered, in violation of that Court Order, then POACRE may proceed to have its legal counsel enforce the Court Order without necessity of issuing any further POACRE notices to the member, or granting the member any further POACRE notices, hearings or appeals, concerning such violation(s).

A. VEHICLES:

1. Motorized Vehicles - Registration Requirements
 - a. All Motor Vehicles must be currently registered, tagged, and insured, except as noted in 6.d of this section.
2. Motorized Vehicles – POACRE Registration
 - a. Hangtags will be issued to members in good standing and/or their tenants upon request at the POACRE Administration Office during normal business hours. Requests may be submitted in person or by fax, mail, or email.
 - b. For security purposes, current hangtags must be displayed in a vehicle in plain view at an amenity.
 - c. Members and/or their tenants must have all fees paid before receiving a hangtag.
3. Motorized Vehicles – Operation

- a. Only currently licensed drivers may operate a motorized vehicle within the CRE.
- b. The speed limit within the CRE is 25 mph on Clubhouse Drive, Catalina Drive, Sandy Wash Circle, Chisholm Trail, Thunderbird Drive, Gunsmoke Trail, Tomahawk Trail, Algonquin Trail, and Golden West Way, and 15 mph on all other roads, or as posted.
4. Motorcycles, Motor Bikes, Motor Scooters, Mopeds, and Similar Vehicles
 - a. Only currently licensed drivers may operate a motorcycle, motor bike, motor scooter, moped, or similar vehicle within the CRE.
 - b. Off-road use of any type of motorcycle, motorbike, motor scooter, moped, or similar vehicle is prohibited within the CRE, and carries **an automatic fine of \$150.00 per incident.**
5. Off-road Vehicles
 - a. Off-road vehicles (including, but not limited to, dirt bikes, ATVs, go-carts, motor scooters, or similar gas or electric motorized vehicles) are NOT permitted to be operated under their own power anywhere within the CRE, including private property. Violations carry **an automatic fine of \$150.00 per incident.**
 - b. Off-road vehicles may be transported via trailer or truck within the CRE.
6. Parking and Storage
 - a. Parking or storing vehicles, boats, campers, trailers, or similar items on POACRE roads and road right of ways is strictly prohibited at all times within the CRE.¹
 - b. Motor vehicles, boats, campers, trailers, or similar items that are blocking traffic, creating a hazard, or parked where prohibited within the CRE may be towed at the owners' expense.
 - c. Only motor vehicles with a current POACRE resident hangtag or visitor hangtag properly displayed in a vehicle in plain view may park at POACRE amenities. Refer to section B ("Member/Resident & Visitors Hangtags") below.
 - d. Except as specified in paragraph 7.a of this section, only one (1) of the following items may be parked or stored on any improved lot within the CRE: currently unlicensed or inoperable motor vehicle, boat, camper, trailer, or similar item. These items shall be stored behind the front line of the house when the lot will accommodate such storage. A maximum of one (1) operational and currently tagged and registered work truck may be parked or stored on any improved lot within the CRE.
 - e. A proper cover must enclose motor vehicles, boats, campers, trailers, or similar items within the POACRE that have missing exterior parts.
 - f. Abandoned or unlicensed motor vehicles, boats, campers, trailers, or similar items located on POACRE properties will be removed at the owners' expense, except for unlicensed or inoperable vehicles, etc. specified above in paragraph d. of this section.
 - g. Storage or parking of any motor vehicle, boat, camper, trailer, or similar item on unimproved lots within the CRE or on POACRE common property is strictly prohibited, except that such storage or parking is permitted on designated POACRE common property set aside for this purpose and accompanied by POACRE administrative approval.
7. Heavy Vehicles
 - a. The following vehicles are considered to be "heavy vehicles": tractor-trailers; tractor-trailer cabs; tow trucks; tractors and other farm and commercially owned landscaping equipment and machinery; construction equipment and mobile commercially owned machinery; dump trucks; septic trucks; any vehicle with dual rear axles; public and private school buses; vehicles that exceed 13' 6" in height, 8' 6" in width, or 45' in length; and any similar vehicle, whether motorized or not. Heavy vehicles include, but are not limited to, the vehicles described above.
 - b. Heavy vehicles shall not be parked, stored, or kept on improved or unimproved lots within the CRE or on POACRE's roadways or road right of ways except for tractors used for maintenance of POACRE amenities and vehicles engaged at the site in commercial activity such as deliveries and construction. In these cases, the owner of the vehicle is responsible for ensuring safe passage on the roadway.
 - c. Unless approved by the General Manager, operating or moving heavy vehicles is prohibited within the CRE on Sundays and the following holidays;
 - New Year's Day

¹A road right of way is a strip of land owned by POACRE intended to be occupied or currently occupied by a road, crosswalk, utilities, stormwater sewer, and other similar uses.

- Martin Luther King Jr. Day
- President's Day
- Memorial Day
- 4th of July
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving
- Christmas

8. **Motorized Vehicles – Noise Abatement**

Noise abatement requirements of the State of Maryland and Calvert County apply to all motorized vehicles operated within the CRE.

B. MEMBER/RESIDENT & VISITORS HANGTAGS:

1. Resident & Visitor Hangtags will be issued to members and registered tenants in good standing within 30 days of request at the POACRE administration office. Hangtags are to be displayed in a vehicle in plain view. Hangtags can be mailed to POACRE members once a request is received at the Administration Office.
2. Dependent Cardholders are not permitted to obtain guest passes.
3. Only vehicles with a Resident Hangtag or Visitors Hangtag displayed in plain view in a vehicle will be permitted parking privileges at the amenities. Failure to follow this procedure may result in the Hangtag being confiscated by POACRE.
4. Paper – passes for vehicles of guests of members in good standing may be requested at least 2 business days before they are required.
5. Members may request up to two (2) paper passes for guest's vehicles for use on holidays or holiday weekends, these passes are good for seven (7) days.
6. Members may request up to four (4) car passes for guest vehicles for use on non-holiday weekends, these passes are good for seven (7) days.
7. Paper passes for vehicles may be revoked if the parking becomes limited due to member usage.
8. Amenity parking is limited and carpooling is recommended.
9. The use of POACRE facilities by special groups may ONLY be granted through a request by a member or registered tenant (in good standing).
 - a. The request must be made by contacting the General Manager at least forty-eight (48) hours in advance.
 - b. It is the responsibility of the General Manager to grant or deny the request.

C. BEHAVIOR:

1. Members and registered tenants are responsible for the conduct and action of their guests.
2. Any person on POACRE property, including but not limited to members, residents, tenants, guests, or dependents thereof, who use foul language, display rowdy behavior, violate the Governing Documents, posted rules, state and local ordinances or laws shall be required to leave that amenity, and may lose the privilege of using the amenities for a designated period of time, depending upon the seriousness of the violation.
3. Any person on POACRE property, including but not limited to members, residents, tenants, guests, or dependents thereof who violate the Governing documents, and/or any rule or regulation, and/or state or local ordinances or laws will be denied future passes depending upon the seriousness of the violation.
4. Any damage caused to a POACRE amenity or to POACRE property generally by a member and/or persons who are part of the member's household, guests of the member, or tenants of the members, or guests of the tenants are the responsibility of the member and the person(s) causing the damage (if other than the member). The member and the person(s) causing the damage (if other than the member) shall be jointly and severally liable to POACRE for all repair and/or replacement costs. Causing damage or failing to clean up the amenity/common property will result in a violation.

D. BEACHES, LAKES AND PONDS:

1. Any use of the beaches or waters is at the user's risk at all times.
2. Glass containers of any type are not permitted on the beaches.

3. Vehicles of any type are not permitted on the beaches, except in designated parking areas.
4. All posted rules must be obeyed.
5. Picnic tables and other POACRE equipment shall not be removed from the designated areas.
6. All persons using the beaches, lakes, or ponds are required to properly dispose of all trash they generate before leaving that amenity.
7. Lake Lariat Area (including the basketball courts, playground, and beach areas).
 - a. Alcoholic beverages are never permitted.
8. Driftwood and Seahorse Beach:
 - a. Minors 17 and younger are NOT permitted on the bay beaches after 11:00 pm unless accompanied by an adult member.
 - b. The back portion of Driftwood Beach will be closed at 11:00 pm daily.
9. Gas motors (including inboard and outboard) are prohibited on any CRE lake/ponds. Only electric motors are permitted.
10. Walking, running, climbing, playing, or otherwise trespassing on or near the cliffs is **extremely dangerous and is strictly prohibited at all times.**
11. Horses and domestic animals are permitted at CRE beaches, with the exception of Lake Lariat beach, only from October 31st until April 1st. Calvert County Animal Control Ordinances apply on all CRE property.
12. Members are responsible for cleaning up after themselves and their guests when using the common properties and/or amenities.
13. Members are responsible for cleaning up after horses and domestic animals when using amenities/common property.
14. Vehicles may only occupy one parking space. Oversized vehicles may be requested to park in a space as directed by Security. Any person who refuses to remove the vehicle, which Security determines to be improperly parked on the premises may be charged with trespassing.
15. RVs, campers, and/or mobile dwellings are prohibited at all times.

E. FIRES:

1. Open fires, including but not limited to, burning of trash, leaves, tree limbs or other debris, and use of fireworks are strictly prohibited within CRE. **An automatic fine of \$300.00 per incident may be imposed.**
2. No fires of any kind are permitted at construction sites.
3. Outdoor grills and fireplaces must have fire screens of sufficient design to prevent the scattering of burning embers, and must be attended. Burn barrels are prohibited.
4. Any person who ignites any fire within CRE will be held responsible and liable for all damage.
5. Special regulations apply to the Campgrounds. See the Campground Rules & Regulations.

F. SIGNS:

All residents, builders, contractors, and realtors are required to abide by the following standards designed to regulate the type, placement, and size of signs.

All permitted signs shall be constructed of materials, styles, colors, and sizes as approved by the Association.

1. No signs are permitted except roadside signs for the purpose of providing directions to a time specific private party or yard sale. Such signs must be removed within twenty-four (24) hours after the event. Each sign must be no larger than 2' x 3' and on its own post and must be dated, containing the date of the event. Directional signs to properties for sale or rent are never allowed off the property that is for sale or rent.
2. Professional quality real estate signs ("For Sale"/"For Rent") no larger than 2' x 3' are only permitted in the front yard or on an undeveloped lot of a property that is for sale or rent. It is the responsibility of the property owner to make sure these signs are well kept.
3. Political signs no larger than 2' x 3' may only be posted on the member's property no sooner than forty-five (45) days before an election and must be removed no later than fifteen (15) days after the election.
4. For Sale signs may be posted on personal items such as cars, boats and trailers parked on a private developed lot. Such items may not be parked and/or placed on CRE common properties or at CRE entrances.

5. "No Trespassing" signs may be posted on a member's property provided that they are professionally manufactured or produced. It is the responsibility of the property owner to make sure these signs are well kept.
6. One sign announcing the birth of a child, graduation, "welcome home" to a member of the U.S. Armed Services, or such similar sign related to an important family event may be posted on the member's property. Such signs may be left up for a maximum of seven (7) days.
7. Small cautionary signs that indicate the presence of a security system or invisible fence, and one small sign indicating the Lot Owner or residents' service in any branch of the United States military, may be posted on the member's property on a temporary or permanent basis, provided that such sign must be unobtrusive, and must be professionally manufactured or produced.
8. A Lot Owner or resident may display on the premises of the property in which the homeowner or tenant is entitled to reside, one portable, removable flag of the United States in a respectful manner, consistent with 4 United States Code, Sections 4 through 10, as amended. (Maryland Code Annotated, Real Property Article, Title 14, Section 14-128).
9. A Lot Owner may display a maximum of three (3) decorative flags (defined as the Maryland state flag, a U.S. military service flag, sport/team flag, or seasonal or holiday flag) on the premises of the property in which the homeowner or tenant is entitled to reside. The flag(s) must not be larger than 3' x 5', and must be displayed on a free standing flag pole or a flag pole affixed to the residence.
10. A Lot Owner may display one sign relating to a major sporting event, which event does not occur more than one time per year (i.e. Super Bowl, World Series, and World Cup). The flag must not be larger than 3' x 5', and must be displayed on a free standing flagpole or a flagpole affixed to the residence.
11. Signs on POACRE street signs, traffic poles, and utility poles are strictly prohibited.
12. No signage, other than those specifically listed here, is permitted.

G. WEAPONS:

1. Hunting of any nature, or the use of potentially dangerous weapons (including but not limited to CO2, paintball, pellet, and any other type of potentially dangerous weapon) is strictly prohibited except in designated areas where such use is approved in CRE and carries **an automatic fine of \$300.00 per incident and prosecution.**

H. TREES:

1. Removal of trees more than six (6) inches in diameter, requires permission from the Architectural Coordinator. If a tree is removed without permission, a suitable replacement may be required. Fines and/or legal action may also be pursued.

I. NOISE POLLUTION:

1. Noisy activities (including but not limited to: construction, use of chain saws, lawn mowers, generators, etc.) are restricted to the following hours:
 - a. Weekdays 7:00 AM – 8:00 PM
 - b. Saturdays 8:00 AM – 8:00 PM
 - c. Sundays 10:00 AM – 6:00 PM
2. The operation or moving of heavy equipment is restricted to the following hours:
 - a. Weekdays 7:00 AM – 8:00 PM
 - b. Saturdays 10:00 AM – 5:00 PM
 - c. Sundays Prohibited
 - d. Holidays Prohibited [see 7c. for specific information]
3. Loud stereos, radios, TVs and other loud sound producing devices are allowed only at a level that does not annoy others.
4. Three (3) confirmed noise complaints made through CRE Security over a period of 60 calendar days may be subject to **an automatic fine of up to \$150.00 per incident.**
5. Barking dogs must be controlled so as not to disturb neighbors. [See Pets K.3 for specific information]

J. TRAILERS & CARPORTS:

1. No temporary structures (i.e. prefabricated carports and similar temporary structures made from canvas, nylon, aluminum, or similar materials) shall be used on any lot as a dwelling, or otherwise.
2. Occupied mobile dwellings are permitted, they are restricted to the Campgrounds and must have current tags and registration.

K. PETS:

1. The County leash law applies in CRE. The County will impound any animal running-at-large. Pets and animals need to be controlled by the owner at all times and are not allowed to stray away from the owner's control or property.
2. All cats and dogs over the age of four (4) months must have current rabies inoculations. Cats and dogs over the age of six (6) months are required to be licensed in accordance with Calvert County Animal Control Ordinances.
3. Barking dogs must be controlled so as not to disturb neighbors. Complaints regarding barking dogs should be directed to Animal Control at 410-535-2800 (ask for animal control) and CRE Security. After three (3) confirmed barking complaints are made through Security within thirty (30) calendar days, a violation notice will be issued and a \$50.00 fine will be imposed on the animal's owner.
4. Commercial Breeding and Commercial Kenneling of animals, as defined by Calvert County Animal Control Ordinances, within CRE is prohibited.
5. **Livestock, poultry, and fowl are prohibited in CRE.**
 - a. This includes, but is not limited to: swine, goats, guinea hens, chickens, roosters, cattle, sheep, mules, ducks, ostriches, and emus.
 - b. The Board of Directors may give approval for domesticated pot belly pigs on a case by case basis.
6. Complaints regarding an animal's behavior in general should be directed initially to Animal Control at 410-535-2800 [ask for animal control].

L. UPKEEP OF PROPERTIES:

1. Property owners and tenants are required to maintain properties (including unimproved lots) in good repair and in a neat and sanitary condition. Failure to comply will result in a violation notice and/or other legal action. If not properly resolved, this could necessitate the work being accomplished by POACRE and non-complying property owners being charged for the cost.
2. Trash must be placed in animal proof containers, which are placed at the side of or behind the house, then disposed of properly.

M. LITTERING:

1. Littering or the dumping of trash and/or debris, including leaves, on CRE roads, other CRE properties, and/or on property that belongs to someone else, is prohibited and carries **an automatic fine of \$250.00 per incident.**

N. CONSTRUCTION:

1. All construction will comply with the current CRE architectural requirements. Copies of construction requirements are available at the POACRE Administration Office. All Permits (County & POACRE) must be posted on the property in clear view of the road. Failure to comply may result in a "Stop Work" order, fines, and/or legal action to enforce the Governing Documents and/or "Stop Work" order.
2. All construction, re-grading, additions and structures planned on being added to the properties; e.g., houses, garages, hangars, porches, decks, fences, sheds, pools, children's play and tree houses, etc., must have the written approval of the POACRE Architectural Review Committee before construction is started. No permits for any of the mentioned or other construction will be issued unless all Maintenance and Operations and Roads Fees – whether in arrears or current – are paid in full. Failure to do so may result in a fine and/or the issuance of a "Stop Work" Order, and/or legal action.
3. Construction equipment/materials needed for construction may be parked, stored and/or kept **ONLY** on the lot under construction. Failure to comply carries **an automatic fine of \$500.00 per incident.**
4. **ALL** Construction related equipment and materials, including all trash and debris, must be removed within 10 business days once the use & occupancy permit is issued.
5. **ALL** Construction related equipment, materials, and trash and debris related thereto, must be neatly stored on site during the construction process.
6. All driveway/parking area must have prior approval from the Road Department and the Architectural Review Committee.
7. No trees, bushes, ornaments, gardens, flowerbeds, etc. will be placed beyond the property line facing any road. Please refer to Covenant # 6 – Setbacks and Covenant # 18 – Easements for further information.

8. Dumpsters and/or temporary self-contained storage units are strictly prohibited unless prior approval is obtained from the Association and/or a valid permit issued.

O. SOLICITING:

1. Soliciting is strictly prohibited.

P. HOUSE LOCATION NUMBERS:

1. Every house shall display the county assigned house number where they are clearly visible from the road. **Failure to comply carries an automatic fine of \$50.00 per incident.**
2. It is the responsibility of the POACRE member to insure upon completion of a house that the house numbers are posted and are clearly visible from the road.

Q. AIRPORT:

1. AIRCRAFT INSURANCE:

All aircraft based on the airport must be owned by members in good standing or tenant members who have paid their associate fees. All aircraft will be covered by liability insurance in accordance with the Annotated Code of Maryland, Transportation Article 5-1002, Liability Insurance which the aircraft owner shall provide annually to the airport manager via Form MAA-210, which is to be on file for the annual airport inspection by MAA.

2. AIRPORT OPERATIONS:

- a. Airport lot owners and/or users must be members in good standing and must have paid any required airport user/maintenance fees to access and use the airport.
- b. Other uses of the airport common property including, but not limited to, playing any sport, flying kites and balloons, passing flying discs, flying model airplanes/drones, and/or launching model rockets, are prohibited unless authorized/approved by the MD50 Airport Manager or POACRE General Manager. Whenever these other uses of the airport have been authorized/approved, they shall be in compliance with the POACRE Policy and Procedures (P&P) Memorandum #9 governing airport operations.
- c. No commercial and/or business activities will be conducted on/or in connection with the airport.
- d. Ultra-light aircraft as defined by Federal Air Regulations (FAR) Part 103 can be flown at the MD50 airport only by POACRE members in good standing and their guests. Since the MD 50 airport is within the Class D/R4007 restricted airspace, flying ultralight aircraft can only be done upon receiving written authorization from the POACRE Airport Manager and permission/authorization of the controlling Air Traffic Control authority (i.e., Patuxent River Air Station). All flight operations shall be conducted in accordance with FAR Part 103 and in compliance with the POACRE P&P Memorandum #9 governing airport operations.
- e. In addition to the rules specified in Title 14, Code of Federal Regulations (14CFR), all flight operations into and out of the airport shall be in accordance with all pertinent Federal, State and local rules, regulations, and ordinances.
- f. Any incident or accident as defined by FAA in 48 CFR 830.2 occurring at the MD50 airport must be reported to Airport Manager and the General Manager of POACRE within 24 hours of the incident or accident. Failure to report to report any incident or accident in this time frame may result in the suspension of airport privileges.
- g. All vehicles operating within 50 ft. or less of the runway must display a checkered airport safety flag.
- h. Walking, jogging, skateboarding or other such activity is prohibited on the runway and the grassy area adjacent to the runway. Walking or jogging around the marked perimeter of the airport is permitted.
- i. Other requirements for the airport use can be found in the POACRE P&P Memorandum #9 for governing airport operations.

3. AIRCRAFT PARKING:

- a. Members who are granted the privilege of long-term parking of their own aircraft in the designated grass tie-down areas of Chesapeake Ranch Airport are required to keep the grass under that aircraft mowed to a height not exceeding eight (8) inches throughout the growing season. POACRE may, on 30-day intervals during the growing season, issue a written notice

- to any member whose aircraft is parked on a grass tie down space, directing that member/owner to mow the grass under his/her aircraft within a reasonable time period specified in such written notice. If such member/owner fails or refuses to mow the grass within the time period specified in the written notice, POACRE shall have the right, by written notice to the member/owner, to direct the member/owner to permanently remove his/her aircraft from POACRE airport within thirty (30) days. Removal of such aircraft shall be at the sole expense of the owner of the aircraft.
- b. Scalping the grass, or killing it with chemicals, is not an acceptable means of compliance.
 - c. In the event a member/owner using a grass tie-down space has not moved his/her aircraft from that grass tie-down space for a period in excess of one (1) year, POACRE shall have the right to direct that member/owner to demonstrate to POACRE that the aircraft can be towed or otherwise moved on its wheels. POACRE shall give the member/owner at least thirty (30) days written notice of the member/owner's obligation to demonstrate tow ability/movability on its wheels. In the event the member/owner refuses to demonstrate tow ability/movability on its wheels within the designated time period specified in the notice, or in the event the aircraft is demonstrated to not be towable or is unmovable on its own wheels, POACRE shall have the right, by written notice to the member/owner, to direct the member/owner to permanently remove his/her aircraft from CRE airport and such member/owner shall forfeit further airport basing privileges. Removal of such aircraft shall be at the sole expense of the owner of the aircraft.
 - d. In the event a member allows his/her aircraft to become unsightly (i.e., overgrown grass/weeds under aircraft; flat tires; body of aircraft deteriorated by rust, corrosion, etc.), for a period in excess of one (1) year, POACRE shall give the member/owner at least thirty (30) days written notice of the member/owner's obligation to cause appropriate remediation of the unsightly conditions. In the event the member/owner refuses or fails to appropriately remediate the unsightly conditions within a reasonable time period to be specified in the notice, POACRE shall have the right, by written notice to the member/owner, to direct the member/owner to permanently remove his/her aircraft from POACRE airport. Removal of such aircraft shall be at the sole expense of the owner of the aircraft, and such members shall forfeit further airport basing privileges.

R. COMMON PROPERTY AND AMENITIES:

1. Members using the common property and/or the amenities will be subject to the established Policy and Procedure Memo ("P&P") for each amenity. The P&P established and/or agreed to by members for use of the campground, gardens, airport, stables, clubhouse, horseshoe pits, and the bay and lake beaches will be strictly enforced pursuant to these Rules and Regulations. Copies of the Covenants, Rules and Regulations, and specific P&P for each amenity are located at the POACRE Administration Office.
2. Minors under the age of 13 years are not permitted on any POACRE amenity/property unless accompanied by an adult member.
3. Any person walking onto an amenity must have a membership card. If the person does not have a membership card, they will be required to leave the amenity or get charged with trespassing.

For the Board of Directors
WITNESS my hand,



Travis Scott, POACRE President

LR - HOA Dep Amendment
25.00
HOA Name: chesapeake
ranch estates inc
Ref:

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Total: 25.00
06/07/2023 09:14
CC04-RW
#17313914 CC0701 -
Calvert
County/CC07.01.02 -
Register 02

Validation Sheet
For
Clerk's Use Only

Calvert County Circuit Court
Kathy P. Smith - Clerk
175 Main Street
Prince Frederick, Maryland 20678

