

Detailed Covenant / By-law Sections - Postcard Mailing (July 2020)

- ❖ Below are the applicable Quail Run Community Association sections summarized in the postcard mailing from July 2020, extracted from the full covenants and by-laws of our community.
- ❖ All changes (except for like materials, size, and color of an existing item), requires an Architectural Change Form that will be reviewed for approval at the next monthly meeting. This form is available on our website and can be submitted via email. If you have any questions, please email president@quailrunhoa.org. Thank you!

ARTICLE XII

MAINTENANCE OF THE LOTS AND DWELLINGS

1. **Landscaping.** Except for those areas covered by paved parking, sidewalks, buildings or other structures, or heavy tree cover, all areas of each Lot shall be planted by the Lot's Record Owner with vegetated cover, or landscaped in accordance with a landscape plan approved by the Association, as soon as possible after final grading of the Lot has been completed and the Lot has been conveyed by the Declarant to a buyer not affiliated with the Declarant (except that no landscaping performed by the Declarant need be approved by the Board of Directors or architectural control committee). The Record Owner shall maintain all vegetated cover and/or landscaping on the Record Owner's Lot and in the public right of way between such Lot and the curb of the public street located in front of or beside such Lot in good repair and in neat condition and at a height not to exceed eight (8) inches, and shall promptly remove the snow from the sidewalks on, in front of or beside the Record Owner's Lot. No garden shall cover an area in excess of one hundred twenty (120) square feet. No tree having a butt diameter of three (3) inches or more shall be removed from any Lot without the prior written approval of the Association. Any approval required of the Association by this Section 1 shall be obtained through the Board of Directors or the architectural control committee in accordance with the procedure set forth in Article VII(I) hereof.

2. **Exterior Maintenance.** Each Record Owner shall maintain the exterior of all structures erected on the Record Owner's Lot in good repair and in neat condition, which maintenance shall include, among other things, the painting, repair and replacement of all roofs, gutters, downspouts, exterior building surfaces, driveways, walks and other exterior improvements

on such Lot; except that the Association, and not the Record Owner, shall maintain any fence erected by the Declarant or the Association across one or more Lots along all or any part of the boundary between Lots 80 through 85, inclusive, and Severn Road, including any replacement of such fence, in good repair and in neat condition.

ARTICLE VIII

RULES AND REGULATIONS

11. **Swimming Pools.** No above ground swimming pool of any kind shall be constructed, installed or maintained on any Lot.

13. **Trash Removal.** All trash of each Record Owner shall be maintained in a sanitary condition in closed containers in a location on such Lot which is not visible from any adjacent street or Lot, except that such trash containers may be placed at curbside or at such other location designated by the Association or Anne Arundel County from 6 o'clock p.m. on the day before the day(s) designated for trash pick-up until 10 o'clock p.m. on the day(s) designated for trash pick-up.

EXHIBIT II

ARCHITECTURAL DECLARATION

ARTICLE II

ARCHITECTURAL CONTROLS PERTAINING TO THE SUBJECT PROPERTY

No Owner, except the Declarant, shall construct or install any building, porch, deck, fence, wall, sign, tank, pool, game facility, tennis court, driveway, walkway, mailbox, exterior lighting, or other structure of any kind upon the Subject Property, or make any addition thereto (including any awning or screening) or alteration therein (including any retreatment by painting or otherwise of any exterior part thereof, but excluding the maintenance, repair and replacement thereof using the same color, materials, design and workmanship as the original) (each of which is herein called an "Improvement") until plans and specifications, in duplicate, showing the nature, kind, shape, height, colors, materials, locations and approximate cost of such proposed Improvement shall have been submitted to and approved in writing by Declarant, any successor, or any assignee to whom the Declarant specifically assigns such right in writing, (said Declarant and its successors and assignees are hereinafter sometimes referred to individually and collectively as the "Monitor"), who shall have the absolute right to refuse to approve any such plans or specifications which it deems unsuitable or undesirable, whether based on aesthetic or other reasons. In so passing upon

such plans or specifications, the Monitor shall have the right to take into consideration the use and suitability of the proposed Improvement, the location thereof, the materials of which it is to be built or made, and the color and design thereof, all with relation to the site upon which it is proposed to erect or keep the same, the degree of harmony created with respect to its surroundings and the effect on the outlook from adjacent or neighboring properties and dwellings. If the Monitor fails to approve or disapprove any proposed Improvement within thirty (30) days after the plans and specifications therefor, in duplicate, have been submitted to it, approval will be conclusively presumed.

2005 Covenant Changes

1. Article VIII Section 5

Temporary Structures and Certain Other Structures is deleted and the following is inserted in its place:

“No structure of a temporary character, trailer, basement, shack, garage, barn, or other outbuilding permitted to be erected on any Lot shall at any time be used as a residence, either temporarily or permanently. No dog house or kennel of any kind shall be erected on any Lot. Only one, freestanding or attached shed may be erected in the backyard on a Lot and shall (a) be of an architectural scheme consistent with the dwelling in terms of style, color, and material; and (b) have a floor area not in excess of one hundred (100) square Feet.”

2. Article VIII Section 9

Fences and Walls is deleted and the following is inserted in its place:

“Any fence or wall, excluding landscaping and retaining walls, constructed upon the property shall not extend forward of the front building line of the dwelling, as defined by the plane of the front door, on the lot upon which any such fence or wall is erected. An exception to this requirement shall be made for existing fences that have been located and constructed based on a rear boundary of the dwelling. Each fence or wall shall be erected in compliance with all applicable laws and Article VII hereof, and when erected, shall not interfere with underground or surface utility or drainage structures, pipes or ditches. Masonry, brick, block, stone, chain link, and other wire fencing is specifically prohibited. Chicken wire or other wire mesh shall be permitted along the interior of any fence. No fence shall exceed 60 inches in height, except to the extent that the Anne Arundel county Code requires a greater height for any fence enclosing a pool. “