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Introduction

Welcome to Oakpointe Homeowners Association! These Rules and Regulations (R&R) have been prepared by your Homeowners Association to acquaint you with our community and to answer some common questions so you may enjoy your Oakpointe home to its fullest.

Homeowners Association

The Oakpointe Homeowners Association is charged by the covenants with administering the common elements of the community, providing various common services, and various architectural control responsibilities. The Homeowners Association has a Board of Directors (BOD) which consists of five homeowners. They are elected by the community at the May Annual Meeting. The term of office is one year. Each year the Board elects a President, Vice-President, Secretary, Treasurer; generally, these positions are filled by Board members. The Board of Directors and Officers do not run the community, but rather serve to protect the common interests of the community, ensuring that Oakpointe is kept a safe, enjoyable and beautiful place to live.

There are also various committees of homeowners which participate in various aspects of the community. These committees include Architectural Control, Finance and Budget, Communications, and Grounds and Maintenance. The Board encourages participation by homeowners on the various committees. If you are interested in serving on one of the committees, call Abaris Realty, Inc. at (301) 468-8919.

Architectural Control Committee (ACC)

The **ARCHITECTURAL CONTROL COMMITTEE (ACC)** is a group of volunteer homeowners who meet to review requests for changes to the exterior of the homes or properties. Their recommendation is forwarded to the Board of Directors. Each request is given an impartial review and a decision is rendered. The homeowner will receive written notification of this decision by certified mail. ACC requests should be sent directly to the Board of Directors as outlined in Article A, Page 8.

Management Company

The Homeowners Association has contracted the services of Abaris Realty, Inc., a professional management company, to take care of such matters as: assessment fee billing, collection of delinquent accounts, financial record keeping, etc. They also advise the Board in such areas as contracting for snow removal and landscaping services, as well as provide homeowners with a 24-hour emergency telephone number (301) 468-8919 to report problems, comments or concerns.

Telephone List

Oakpointe Board of Directors:

Craig Murphy	President	7742 Cypress Street	(301) 776-2976
Desta Wright	Vice President	14017 Oakpointe Dr.	(410) 880-1856
Theresa Stoll	Treasurer	14246 Oxford Dr.	(301) 604-4767
Eileen Menton	Secretary	14011 Chestnut Ct.	(301) 490-7030
Kathy Schoen	ACC Chair	14233 Oakpointe Dr.	(301) 776-1802

Oakpointe Home Owners Association Home Page: <http://www.erols.com/oakpointe/>

Abaris Realty, Management Agent (Andrew Miller)	Voice	(301) 468-8919
	Fax	(301) 468-0983

Useful County and Laurel City Government Telephone Numbers:

Emergency (Police, Fire, Rescue)	911
Animal Control	(301) 498-0092
Animal Control Facility	(301) 499-8300
Assessments & Taxation (Prince George's County)	(301) 952-2549
Board of Elections	(301) 952-3270
City Council	(301) 725-5300
County Council	(301) 952-3700
Clerk to the Council	(301) 952-3600
County Executive	(301) 952-4131
Environmental Resources	(301) 883-5812
Clean Lot	(301) 883-6051
Housing Enforcement	(301) 883-6100
Zoning Enforcement	(301) 883-6130
Fire Department(non-working hydrants)	(301) 725-0088
Fire Prevention	(301) 587-3402
Maryland National Capitol Park & Planning Commission	(301) 952-4315
Parks and Recreation (Laurel)	(301) 725-7800
Parking Permits for On-Street Parking	(301) 725-5300 x238
Permits/Building Inspection (Laurel)	(301) 725-5300
Police (Non-Emergency)	(301) 498-0092
Police (TTY/TDD)	(301) 498-7735
Property Tax Information	(301) 952-4030
Recycle Pickup	(301) 725-0088

Refuse Collection (301) 725-0088
Voter Registration (301) 627-2814
WSSC (301) 206-8777

Other Useful Laurel Telephone Numbers:

G&G Towing (301) 588-7090
Miss Utility (Call before digging) 1-800-257-7777
BG&E - power outages, street light out, wires down or emergencies 1-800-685-0123

Section II: Enforcement

The Rules & Regulations (R&R) establish a formal procedure for the enforcement of the Oakpointe Homeowners Association Bylaws, Rules & Regulations and the Architectural Control Covenants as established by the Board of Directors (BOD).

Table 1, below, lists the infraction categories and the associated fines. In addition to the infractions explicitly identified in this document, all rules, requirements and corrective actions (including physically correcting the non-conformance or permitted legal actions at the owners expense) defined in the R&R and the Community Bylaws remain in effect. If a homeowner is in violation with a R&R or Bylaw requirement not explicitly identified in this document, the BOD may impose an infraction fine at the Category E level.

In addition, to the infraction fines, homeowners are financially responsible for any damage to common property caused by home occupants, tenants and guests.

Table 1: Infraction Categories and Fines

<u>Infraction Categories</u>	<u>Maximum Fine for First Infraction</u>	<u>Maximum Fine for Each Subsequent Infraction</u>
A	Non-Monetary	Non-Monetary
B	\$ 25.00	\$ 50.00
C	\$ 50.00	\$ 100.00
D	\$ 75.00	\$ 150.00
E	\$ 100.00	\$ 200.00

A) Responsible Individuals

- 1) The property owner is ultimately held responsible for fines and sanctions imposed on home occupants, including family members, tenants and guests.
- 2) The imposition of, and subsequent payment of, a fine does not relieve the property owner or occupant from the obligation to correct the infraction, when appropriate.
- 3) The fine assessment will be charged to the Oakpointe homeowner's account. If the fine assessment is not paid by the identified due date, the infraction assessment will be considered unpaid and a non-payment penalty will be imposed each quarter until the fine assessment and all penalties are paid.

Section III: Enforcement Procedures

The Board shall make the determination of the R&R and/or Bylaw infraction(s) in accordance with the following procedure:

- A) An alleged R&R infraction is submitted to the BOD or its management agent in writing and bearing the signature of the individual or other entity making the claim.
- B) The BOD and/or its managing agent shall make the determination if there is sufficient evidence to notify the property owner of the R&R infraction. If sufficient evidence is provided, the BOD shall direct the management agent to notify the property owner.
- C) The Management Agent will then notify the property owner by letter of the alleged R&R infraction. A blind copy of the letter will be sent to the complainant. This notification shall include:
 - 1) A description of the alleged infraction.
 - 2) The necessary action to correct the situation, if appropriate.
 - 3) The date by which the infraction shall be corrected or corrective actions initiated, if possible.
 - 4) A warning containing the imposition of the applicable fine and/or a summons to attend a grievance hearing to discuss the infraction.
- D) If the corrective action(s) stated in C-2 is not completed by the date stated in C-3, then a second letter will be sent to the property owner of the alleged R&R infraction, which shall include:
 - 1) A copy of the first infraction letter.
 - 2) The imposition of the appropriate fine(s) as listed in Section II.
 - 3) A hearing date will be identified and scheduled by the BOD, if appropriate. The hearing may be canceled, by the BOD, if the corrective action is completed to the BOD's satisfaction prior to the date of the infraction hearing. This determination shall be made upon property inspection or other means, as appropriate.
- E) Within fifteen (15) days of the hearing notification letter date, the property owner may petition the BOD (BOD Officer or Management Agent) in writing for a change of hearing date.
- F) The hearing shall be held in an executive session (closed session) of the BOD, and shall afford the

property owner an opportunity to express his/her views. The minutes of the hearing shall contain a written statement of the results of the hearing as well as a description of the alleged infraction.

The property owner shall be notified, in writing, of the BOD decisions and the levying of any Section II (Enforcement) infraction fine.

- G) If the infraction continues or is repeated after the first hearing, additional hearings will be held by the BOD in accordance with Section III (Enforcement Procedure) of this document. Repeated infractions may result in additional Section II (Enforcement) infraction fine(s) or sanction(s).

Section IV: Rules

What Are the Covenants?

First of all, they are one of the many documents you (or your landlord) received at the time of settlement on your property. We hope that you took the time to read and understand them; if not, portions of the Covenants are summarized in this document.

More importantly, the Covenants are a binding legal obligation between the developer of Oakpointe and all the residents. There are similar covenants, or contracts, for each of the other developments in Laurel Lakes. Our Covenants assure the residents of certain minimum standards for land use, architectural design, and property maintenance.

The Covenants "run with the land" as part of your deed of ownership and cannot, as a practical matter, be changed. When the development period of Oakpointe was completed, the Covenants became a contract between the Oakpointe Homeowners Association, as represented by its elected Board of Directors, and the residents, and between each resident and every other resident. Thus, when dealing with the Covenants and the architectural control process, you will be dealing not with the developer, but with your friends and neighbors. It is our intent and duty to help you in every way to obtain the fullest enjoyment of your private property and the common owners property consistent with your obligations to the other residents.

Why Do We Have Architectural Controls?

Many people who have lived in developments without architectural controls have seen or experienced a well-cared-for, well decorated home next to one which has been allowed to deteriorate, or has a lawn strewn with junk. These are, of course, extreme circumstances, but no one wants to live near or have to view an eyesore. The architectural controls in the Covenants are designed to prevent excesses and abuses, while affording flexibility in property utilization.

What Are the Steps for Approval?

When you contemplate exterior alterations or certain landscaping changes on your property, you should first consult the Guidelines contained in this document. They will help you in finishing your plans, and will tell you whether approval is required. If in doubt, consult the Architectural Control Committee (ACC). Procedures for requesting approval will be discussed later.

What If I Don't Wait for Approval?

If you start alterations without first obtaining written approval of your plans, you do so at your own risk.

If you fail to submit an application, or if your application is turned down or modified, you may face the cost of removing the alteration plus the cost of litigation. The Covenants provide means for placing a lien against your property for these costs. These circumstances may also arise if your property has been altered without approval before you purchased it. Inquiries regarding the status of an alteration can be addressed to the ACC or Abaris Realty, Inc.

How Closely Must I Adhere to These Guidelines?

The Covenants give the ACC the responsibility to set rules and procedures for architectural control. The Guidelines presented here have been written by the ACC as part of the responsibility.

Based upon the policies and previous decisions of the committees, the Guidelines will tell you what is most likely to be approved in typical circumstances, and also give you important information on how to prepare your application. Special circumstances regarding your property may allow the approval of an application which might be denied at another location, or the denial of one which might be approved elsewhere. The fact that your plan has been approved for use at another location does NOT mean that it is automatically approved for you.

Article A: Request Procedures

1. All additions or alterations must be approved by the Architectural Control Committee (ACC).
2. The homeowner will submit the ACC request form, found in Appendix A of this document, for change/improvements to a member of the BOD. Request must be made in duplicate and must be given directly to a Board Member. The BOD member receiving the request will sign and date both copies and return one copy immediately to the homeowner.

The request will be forwarded to the Chairperson of the ACC who will discuss the request with the Committee. The purpose of the ACC is to provide input to the BOD. The final decision on a specific request will be made by the BOD. The BOD will respond either directly or through management within thirty (30) days of receipt of the homeowners request by certified mail.

To facilitate a speedy review process, it will be necessary for the homeowner to provide as much detail as possible regarding the change/improvements. Copies of specifications, plans, photographs, color charts, etc. must be submitted in duplicate and accompany the request. The Board member will date and sign each copy and return one copy to the homeowner. Any addendum, plans, charts, photographs etc. submitted after the initial request is signed for, may delay the Board's written response by an additional thirty (30) days from the date of submission of additional information.

All written applications should be submitted to a Board Member, during reasonable hours at their

home address (see page 2).

3. If the ACC fails to respond to your request within thirty (30) days of the request or the receipt of supplementary information requested by the ACC, then the request will be deemed approved. The date of the BOD member on the application copy described in paragraph 2, will begin the thirty (30) day time limit for ACC action.
4. The Architectural Change Request Form including the following information must be submitted for any request to be considered:
 - a. Unit owner's name, address, mailing address if different than unit address and phone number.
 - b. Complete description of modification or installation.
 - c. Attach diagrams, plans, pictures and/or sketches as required. This should include a copy of the plot showing how the modifications are arranged on the property.
 - d. Complete information on the contractor to be performing the work or that the owner will be performing the work him/herself.

Special procedures have been established for requesting approval of broadcast receivers. See Subject Guidelines, Item 24, Broadcast Receivers, below.

5. A copy of all requests will be kept in the permanent files for each unit by the management company.
6. A copy of the approved or disapproved request will be returned to the submitter in addition to a copy placed in the unit file.
7. Any unit owner may appeal in writing the decision of the ACC to the Board of Directors and may be granted a hearing at the next scheduled Board Meeting.
8. Disapproved requests may not be resubmitted for consideration for two years following the original action date.

Request Approval Limitations

1. Work on approved modifications or installations must commence within six (6) months of the approval date and must be completed within one (1) year of the commencement date. If work commencement and completion are not executed within these time limitations listed, the approval

for said modifications or installations will have been deemed lapsed and a new application for approval must be submitted.

2. Notification of completion of work shall be made per the Management Agent's direction.
3. If warranted, extensions of time will be granted only after a specific written request has been submitted.
4. There shall be no deviation for the approved plans without written permission from the ACC. Emergency verbal permission may be obtained for changes provided a written request follows.
5. All work must be carried out in an orderly and safe manner. Construction materials must be neatly maintained and removed in a timely manner after completion of work.
6. It is the responsibility of the unit owner to ensure that construction debris and associated trash is collected and disposed of properly.
7. The unit owner shall be held responsible for any damages done to the common area during the construction stage.
8. Approval by the ACC is not to be construed as meeting building, safety or fire codes of Prince George's County or of the City of Laurel. All required building permits must be obtained and a copy submitted to the ACC prior to construction. Additionally, any variance for existing building codes or zoning laws are not authorized under the approval by the ACC.
9. The approval of any plan, alteration or installation to any one unit is not to be construed as a blanket approval to all unit owners. Each request will be considered based on style, location and impact on the surrounding community.

NOTE: Under recent legislation, sellers of homes are required to present certification at settlement that there exists no architectural violations against the unit. Failure to comply with architectural guidelines can, therefore, result in settlement complications at resale, in addition to any "fines" levied against the property, in the form of lien, for non-compliance with these guidelines. (Fines will be contained in Rules and Regulations.)

Major Building Alterations - All violations of the Architectural Guidelines are category E violations and carry a first infraction fine of \$100.

1. All major building alterations require approval by the ACC. (See Article XII, Section 1, of the Oakpointe Homeowners Association By-Laws) Major building alterations include but are not limited to the following:

- a. Exterior lighting, porch or patio screens and shades, awnings, patio covers and storm windows or doors.
- b. Decorations or ornaments affixed to the exterior walls of the unit.
- c. Aerials, antennas, radio or TV broadcasting or receiving equipment.
- d. Gutters, down spouts, balconies, porches, patios, decks or sidewalks.
- e. Any exterior alteration including color which is not strictly repair or replacement of an existing authorized structure using identical colors, materials, or manner of construction.
- f. Removing or altering any window or exterior door.
- g. Addition of fireplace, stove place or wood stove.
- h. Combining two or more units or the partitioning of the same after completion.
- i. Changing garages into living spaces is strictly forbidden.
- j. Making any changes within a unit which will alter the structural integrity of the building or otherwise affect the property, interest or welfare of any other unit owner, materially increase the cost of operating or insuring the common areas or impair any assessment.
- k. Attic fans, full house fans, and roof vents.
- l. The planting of trees, bushes, hedges or flower gardens which are not within or that exceed the limits of the garden installed by the developer.

Minor alterations need not be approved; however, excesses and abuses may require action. Minor building alterations include but are not limited to the following:

- a. The planting of flowers, bushes or hedges within the homes architecturally designed garden.
- b. The installation of doorbells and peepholes in the front door.
- c. Flagpole holders or brackets.
- d. Seasonal ornamentation such as Christmas lights and/or other decorations for religious observances, wreaths, etc. All ornamentation must be removed in a timely manner after the observed holiday.

Subject Guidelines

1. Storm Doors/Storm Windows

- a. Storm doors must be of the full view type. NOTE: Chamberlin Decorator "Classic" model has been accepted as full view since it meets the same criteria (with the frame and size of the kick plate) as full view doors and offers the owner the option of raising or lowering the storm window without having to change the screen portion for the storm portion when the weather changes. Doors of similar design and construction may be submitted for approval.
- b. The color must be dark brown/bronze or be painted to match the color of the front door trim.
- c. Doors with ornamental grills, grates, stained or imitation glass will not be approved.
- d. Storm windows must be consistent with the architectural design and color of the unit.

2. Front Doors, Sliding Glass Doors and Windows

- a. Any alteration to these items shall be consistent with the architectural design of the community.
- b. Metal security grates shall not be installed.

3. Front Door Ornamentation

Doorbells may be attached to the door. Door knockers and peepholes must be brass or antique brass finish.

4. Roof Vents, Full House Fans and Attic Fans

- a. Vents and fans may be installed in the existing vent openings and must match the roof or siding.
- b. Vents requiring a new or larger opening must be approved by the ACC.
- c. Window air conditioners are not authorized.

5. Flags

- a. Flagpole holders or brackets may be attached to the front door frame, brick front, garage

doors or stanchions on units with same for the purpose of displaying the flag.

- b. Flagpole holders and brackets should be unobtrusive.

6. Exterior Lighting

- a. Any exterior lighting modifications must be approved by the ACC.
- b. Light fixtures must be consistent with the architectural design of the community.

7. Terraces

- a. The terracing of any area of the common areas requires approval of the ACC.
- b. Approved terracing may be done with landscape timber, creosoted railroad ties or other approved materials.

8. Patios

- a. Patios are permitted in the rear yard only and may cover the whole rear yard if surrounded by a privacy fence.
- b. Patio extensions must be of equal quality as the original patio.
- c. All patios must drain away from the foundations.
- d. All new, replacement or extended patios require approval by the ACC.

9. Decks

- a. Decks should be comparable in design with other decks of nearby residents.
- b. Decks should be constructed with durable materials. All visible portions should be of pressure treated wood. Wood must be left natural, with clear or natural wood color sealers. Paint of any kind is not allowed.
- c. All dynamically supported decks must be constructed with a railing typical of those already approved in the community. Lattice type or board on board type railings are not authorized.
- d. After installation, all decks must be maintained in a safe manner.

10. Fences

- a. Fencing should be similar in design to existing fences in the community.
- b. Fencing should be constructed of pressure treated wood and shall be natural in color. Only clear sealers are authorized.
- c. Gates should match the fence in material, style, color and height.
- d. Front yard fences are prohibited. However, end units may bring the fence up their side yard to a distance within ten (10) feet from the front face of the dwelling.
- e. Although there tends to be a greater degree of acceptance of modifications within fenced yards, fences are not to be construed as a reason for disregarding any of these guidelines or maintenance requirements.

11. Pools

- a. No in-ground pools, permanently installed pools or aquatic gardens are permitted without approval of the ACC.
- b. Small wading pools are allowed in side or rear yards only, and they must be removed after the swimming season. Additionally, they should be emptied on a daily basis.

12. Hot Tubs

- a. Hot tubs shall be located at ground level to the rear of the residence in fenced yards only (side yards may be acceptable for end units).
- b. They shall not protrude above the adjacent fence level and shall be of material that will blend with surrounding structures.
- c. Proper drainage shall be maintained.

13. Barbeque Grills

- a. Permanently installed grills are not permitted.
- b. Portable grills may be stored in rear yards only.

14. Firewood

- a. Firewood shall be stacked in rear yards, or side yards on end units **only**.
- b. Firewood must be stacked no higher than four (4) feet without support; six (6) feet high when stacked along the interior of a fenced yard.
- c. All firewood must be stacked in a crib or on pallets with at least two (2) inches of ground clearance to prevent infestation of termites.
- d. Firewood shall not be stacked on the exterior side of a fence.
- e. Firewood storage on common property is not allowed.

15. Lawnmowers and Lawn Equipment

These items must be neatly and safely stored in the rear yard, except if you choose to store your lawn equipment inside (Fire codes prohibit the storage of gasoline in any living space).

16. Sports Equipment

No permanent sports equipment may be installed without approval of the ACC.

17. Play Equipment

- a. Swing sets, sand boxes and play sets are only authorized in fully fenced rear yards.
- b. Unattended toys, bicycles, play equipment, etc. may not be left on sidewalks or on other common areas.

18. Lawn Ornaments

- a. No cement, plastic, plaster or ceramic bird baths, figurines or other ornamentation are permitted in front or side yards.
- b. Lawn ornaments are permitted in fences rear yards only and should be no higher than the fence.

19. Additional Sidewalks or Paths

Any additional sidewalk, stone or brick path requires ACC approval.

20. Sheds

- a. Sheds may only be erected in rear yards, which are completely enclosed by a privacy fence, subject to ACC approval.
- b. Shed must not be higher than the enclosing fence.
- c. Sheds must be mounted on a permanent base.
- d. Sheds must not block the natural water flow or drainage of the yard.
- e. Sheds must not block access to meters or heat pumps.
- f. Sheds must be maintained by the owner.

21. Hanging Plants and Window Boxes

- a. Hanging planters no larger than twelve (12) inches in diameter may be attached to the front or back of the buildings. These planters should be of a color coordinated with the exterior siding or trim.
- b. Window boxes must be made of plastic or wood painted to the architecturally consistent with the community.
- c. Brackets for the support of baskets or window boxes should be unobtrusive.
- d. Baskets and window boxes must be properly maintained including the removal of dead plants at the end of the growing season.

22. Container Gardens

- a. Wood container gardens must be in a neutral/natural or stained wood color.
- b. Plastic or ceramic containers must be a neutral/natural color.
- c. Containers larger than two (2) feet square and two (2) feet high, or having more than four (4) containers on the street side requires ACC approval.

23. Garden and Flower Enclosures

- a. Gardens may be enclosed with natural colored or stained wooden landscape timbers, log

rows, brick, stone or small garden fencing, not to exceed twelve (12) inches in height. Owners are responsible for maintaining a neat and clean appearance of the enclosure and for trimming of surrounding grass.

- b. Gardens exceeding the limits of the original garden designed by the builder must be approved by the ACC.

24. Broadcast Receivers

Note: The term antenna includes instruments used to accept signal reception such as television broadcast antennas. The term satellite dish includes satellite dishes only. Shortwave and other types of non-video antennas are prohibited.

- a. **Prior to installation** of an antenna or satellite dish, homeowners must submit notification to the ACC using the form in Appendix B. Included the type of antenna or satellite dish, site of installation (house location survey); and whether any guidelines are being violated. If any guidelines are being violated, include an explanation of why the antenna/dish must be situated in this area or manner, and provide documentation from a licensed, accredited, professional installer to support such claims. In addition, describe the method and manner of installation. All installations must be on the homeowners' property.
- b. The following types of receivers can be installed: 1) direct broadcast satellite (DBS) dishes one meter (39.97 inches) in diameter or less; 2) multi-channel, multi-point distribution systems (MMDS) antennas less than one meter in diameter with masts not exceeding twelve feet above the roof line; or 3) television broadcast antennas (designed to receive local broadcast stations), any size. Homeowners may not install more than one of the same service provider's receivers on their property.
- c. As long as reception is not impaired, television broadcast antennas must be installed in the homeowner's attic. This is the first, best option, if available.
- d. Satellite dishes must be installed in the rear of yard below the fence line of a fully-enclosed yard or on the rear half of the roof at the lowest feasible spot where reception is not impaired. Installation on decks or fences will not be approved. Dish colors should be esthetically match the installation location as closely as possible. All wiring must be concealed in conduit or behind a gutter from the bottom of the roof line to wherever it enters the house. If signal reception is impaired, the homeowner must submit the aforementioned notification from a licensed, accredited, professional installer to the ACC in order to locate the satellite dish anywhere other than in the prescribed location.
- e. The FCC has not placed any obligation on the association to make architectural or

landscaping changes, such as trimming or removing trees located on common property, to permit a homeowner to receive an acceptable signal. **Homeowners may not cut down any trees on common property.** Homeowners must submit a request detailing the extent of the need of trimming to the ACC for permission to trim the trees that are blocking the reception of an adequate signal, at the homeowner's expense.

- f. Receivers must be maintained in proper working condition, allowing for normal wear. A damaged antenna or satellite dish must be repaired or removed.

25. **Awnings**

Awnings are prohibited.

26. **Sun Trellises**

- a. A complete application and ACC approval is required for all sun trellises and privacy partitions. Where acceptable, due to location, neighbors on both sides must give written permission.
- b. Sun control devices and privacy partitions should be compatible with the architectural character of the house in terms of style, color and materials.
- c. Trellises and privacy partitions should be consistent with the visual scale of the houses to which they are settled.
- d. The location of any trellis or privacy partition should not adversely affect views, sunlight or natural ventilation of adjacent properties.

28. **Fireplaces, Chimneys and Smokestacks**

All fireplaces, chimneys and smokestacks must be in harmony with the applicant's house and surrounding houses.

29. **Clothes Lines**

As stated in the Oakpointe Covenants "No clothing or any household fabrics shall be hung in the open, on any lot unless the same are hung from an umbrella style or retractable clothes hanging device". Such devices must be located in the rear of the house and removed from view when the clothes are taken down.

30. Driveways

Driveways needing replacement must be replaced with the same type of materials used in the existing driveway.

31. Gutters and Down Spouts

Replacement of gutters or down spouts provided they are the same color and design as provided with the house when new does not need approval of the ACC. However, new installation must match the existing items and must be approved by the ACC.

32. Open Spaces (Common Area)

The Oakpointe Homeowners Association does not allow unauthorized use of open spaces for gardens, play equipments, pets, tree removal and motor vehicles.

Delivery vehicles are not allowed in the common area except for construction vehicles for which the owner of the unit under alteration takes full responsibility for all damage done to the common areas. Proposed changes of open space must go through the ACC before being considered by the Association.

33. Painting

- a. See Appendix C for the Oakpointe and Laurel Lakes Color Schemes.
- b. Changing any exterior color of the house is prohibited unless prior ACC approval is received.
- c. Painting of doors, eaves and trim using identical colors as used by the builder does not need ACC approval.
- d. When painting becomes necessary and identical colors no longer are available, ACC approval will be required. Submit color strips to the ACC for approval.

34. Re-Siding/Restyling Structures

- a. It is the owner's responsibility to ascertain whether the proposed building material meets the proper jurisdiction's building and fire code.
- b. ACC approval is required if the proposed re-siding material differs in any manner from the existing siding on the structure or if it results in a change in architectural style.

- c. The style of existing trimwork at soffits, corners, eaves, windows, doors and of accent panels, shutters, or other stylistic features should be retained in the re-siding design. This will be considered an important requirement where these elements contribute to the visual continuity of the neighborhood.

36. Other Alterations

It is impossible to write the guidelines necessary to cover all exterior changes. When a guideline is not available for the project you are proposing, a complete application is needed for requesting approval. Emphasis should be placed on proper scale, materials, color and impact on neighboring properties.

Article B: Disturbing Noises and Practices

No resident shall make any disturbance that will annoy other residents, or permits anything to be done which will interfere with the rights, comfort, or convenience of other residents.(C)

Prince George's County noise ordinance laws provide for "quiet hours" between the hours of 10:00 p.m. until 7:00 a.m.. During these hours, disturbing the peace is defined as a noise decibel level of 40 decibels at the closest property line. This is approximately the sound level of a person speaking normally. Therefore, residents must take great care during this time frame to be especially quiet and considerate of your neighbors.(C)

Article C: Signs

Signs, notices, or advertisements, shall not be placed, inscribed, or exposed on any window, door, other exterior parts of houses, or any common area. Specifically excluded from this regulation are seasonal decorations, security alarms signs and decal, "For Sale" signs, yard sale signs, political signs, and signs or notices approved by the BOD. Allowed signs shall no exceed 24 x 36 inches. All signs are to be removed by the homeowner within 48 hours after conclusion of the event or promotion.(C)

Article D: Trash and Garbage

1. Neither trash nor leaves may be burned at any time.(E)
2. No unreasonable accumulation of trash, litter or building materials may be kept in the rear yard of any unit.(C)
3. Trash containers must be stored in the rear yard only, except that they may be stored in garages for those units built with a garage.(C)

4. Trash may not be stored outside the unit in plastic garbage bags.(C)
5. Trash cans must have securely fitting lids.(A)
6. Trash containers may not be placed in the designated pick-up area until 6:00 P.M. the evening prior to trash collection (Monday & Thursday) and removed from that area the evening of pick-up.(C)
7. Recyclable containers may not be placed in designated pick-up area until 6:00 P.M. the evening prior to trash collection (Thursday) and removed from that area the evening of pick-up. These containers must be stored inside your unit or in the back yard at all times.(C)

Article E: Play Areas and Walking Paths

The playground area and equipment is provided for the express use and enjoyment of Oakpointe residents and their guests only. The play ground equipment should only be used in the manner in which is it intended and the Association is not liable for injury to persons resulting from misuse or abuse. Residents should report any broken or damaged equipment immediately to the BOD or its management agent. The playground area is open for use from dusk to dawn every day.(E)

Play is permitted in common areas provided that such play is not of a nature that would be destructive or potentially destructive of property or cause unreasonable disturbance of neighboring residents. It is obligatory upon parents with minor children in a residence to inform their children of this "courtesy to others" and to supervise the play of their minor children.(E)

The permanent installation of sporting equipment such as basketball courts, soccer goals, football goal posts, etc. which extend onto any part of the common elements is strictly prohibited.(E)

The walking paths through the community are restricted to foot traffic. Bikes and skating are not permitted. (E)

Article F: Rental Property

All owners who rent their homes must supply a copy of their current lease to Management to be kept in their permanent record. All leases must have a minimum primary lease term of 12 months. No transient rentals are permitted.(E)

All owners who rent their homes shall include in the lease or rental agreement a provision that the tenant has been given a copy of the Bylaws and this document. The owner shall require the tenant to sign a statement that they have read, understand and agree to abide by the Oakpointe Bylaws and R&R.(C)

The lease or rental agreement shall include a clause stating that violations of the R&R by the tenant may be considered an agreement violation and possible cause for termination of the lease or rental agreement by the property owner.(C)

Article G: Pets

Pet owners must comply with all applicable State and County laws and regulations governing pet control, registration, vaccination and other related subjects. Violations of the civic laws and regulations shall be deemed a violation of the Oakpointe R&R. Violation of state or county laws is a Category E infraction, unless noted otherwise in this Section.

In addition to the civic laws and regulations, the R&R requires:

1) Nature of Pets

The commercial boarding or raising of any kind of animal, livestock, or poultry, regardless of number, is prohibited. This shall not prohibit the keeping of domestic pets (dogs, cats or caged birds) provided they are not kept, bred or maintained for commercial purposes. No poisonous or wild animals shall be maintained on owner's property.(E)

2) Pet Conduct

- a) Dogs and cats must be under control (carried, leashed or other method) when on common areas.(C)
- b) Pet owners walking their pets shall immediately clean up and dispose of, in a sanitary manner, all fecal matter from their pet(s).(D)
- c) Pets must be constrained from creating undue disturbances to others by means of excessive noise, injuring persons, damaging property or reasonably inflicting fear of bodily harm to persons.(D) Additionally, the BOD is empowered to cause any animal in violation of this provision to be permanently removed from Oakpointe Homeowners Association.

Article H: Vehicle and Parking Rules

The Oakpointe Community is designed in accordance with the Prince George's County Planning and Design Manual. With respect to parking, the Manual specifies a minimum of two parking spaces per household for town home communities. Accordingly, there are two parking spaces for each home in our community. However for non-garage units, both spaces may not be in front of each unit. Curbside parking for additional vehicles on selected areas of Oakpointe Place, Oakpointe Drive, Cypress and Oxford Drive may be used on a first come basis.

Since the Community is designed for such a "minimum" parking, many problems have already been experienced. Therefore, the Board of Directors has established the following parking policy. This policy, if adhered to by the community, will alleviate many parking problems.

1. Garage unit owners - two designated parking spaces are their garage and driveway. Garage unit owners are not entitled to indented parking spaces.
2. Non-garage unit owners are entitled to two indented parking spaces, one (1) reserved specifically for that unit and one (1) visitor space on a first come, first serve basis. (Remember not all spaces are directly in front of units). Accordingly, two Oakpointe parking permit hangtags, one reserved and one visitor, have been issued to each non-garage unit owner. Parking in indented parking spaces without the proper Oakpointe parking permit hangtag will result in the vehicle being towed at the owners expense. Replacement of lost or destroyed parking hangtags will be subject to a twenty dollar (\$20.00) service charge.
3. No boats, trailers or recreational vehicles may be parked in streets, driveways, yards or parking areas for more than twenty-four (24) hours.
4. No vehicle may be parked within 15 feet of a fire hydrant.
5. No vehicle shall be parked in front of a mail box. The postman can refuse to deliver mail if boxes are blocked.
6. No vehicle shall be parked so as to block sidewalks, either driveway or curbside parking. (City ordinance the same here, violators may be ticketed).
7. Autos, boats, trailers, trucks and recreational vehicles (RV'S and campers)
 - A. Major vehicle renovation or repair may **NOT** be undertaken except in enclosed garages. Autos without current registration or any similar item may **NOT** be parked on Association property. Additionally, inoperable vehicles may not be parked on Association property at any time. Any of the above mentioned vehicles will be removed by the Oakpointe Homeowners Association at the owner's expense.(E)
 - B. Trucks in excess of 2.5 ton capacity may only be parked on Association property for no more than twenty-four (24) hours.

Remember the Board of Directors or its designated committees has the right to ticket and fine vehicles in violation of this policy. Owners of rental units are responsible for their tenants adhering to this policy. Vehicles may be towed at owners expense in addition to fine being imposed.

Article I: Dues and Collection Policy

Oakpointe Homeowners Association dues are due and payable quarterly, on January 1, April 1, July 1 and October 1. A late of \$10 is assessed when a payment is thirty (30) days delinquent. When two consecutive quarterly payments are unpaid, an Intent to File Lien letter is sent to the unit owner by the Association's attorney at a cost to the unit owner of \$ 50. When three consecutive quarterly payments are unpaid, a Lien is filed against the unit at a cost to the unit owner of \$ 200, plus any additional legal costs incurred.

When four consecutive quarterly payments are unpaid, the Association may order several different legal options, including but not limited to, foreclosure of the unit or a summary judgement against the unit owner. Both of these actions will severely affect the credit rating of the unit owner.

The Association has the right to deny association rights and privileges to unit owners with delinquent HOA fee accounts. Examples of these rights include, but are not limited to, parking and playground privileges.

Unit owners are informed at settlement of their obligation to pay homeowner association dues, without demand, to the association through the management agent. It is solely the responsibility of the unit owner to inform Management of address changes, ownership changes (settlement sheets), name changes, non-reception of bills and other related correspondence, etc. None of the above constitutes legitimate reasons for the waiver of legal or late fees.

Article J: Common Areas

Common areas are provided for the use and enjoyment of the Oakpointe Homeowners Association members. Destruction or vandalism of common area property, including but not limited to, trees, shrubs, flowers, grass and all structures and play equipment is prohibited. Destruction or vandalism of Oakpointe Homeowners Association as described above is a Category E level infraction.

Additional discussion of common areas is found on page 18, number 33 of the Architectural Guidelines.

Article K: Yard and Home Maintenance

1. the Oakpointe Covenants refer specifically to the maintenance of one's property.
2. "...good property maintenance.." as stated in the Covenants will generally be interpreted to mean taking reasonable efforts and measures to care for all exterior portions of dwellings and other improvements so that they in no way detract from the appearance of the neighborhood. It refers to the appearance of the lot in general, including but not limited to lawns, trees, shrubs, buildings and/or improvements.

3. All units are required to maintain front, side, and rear yards.
4. Unit owners are responsible for maintaining the grass in their yard. Grass height may not exceed 8 inches.(B) Furthermore, an even, full bed of grass must be maintained and large dirt areas are not permitted.(B)

OAKPOINTE HOMEOWNERS ASSOCIATION

C/O ABARIS REALTY, INC.
12009 Nebel Street
Rockville, MD 20852
301-468-8919

RE: Architectural Change Request

Date: _____

To: Board of Directors
Oakpointe Homeowners Association

From: _____
(Name) (Address)

In accordance with the By-laws for Oakpointe HOA, I request your consent to make the following changes / alterations / renovations / additions and/ or removals to the exterior portion of my unit.

(Describe in detail and attach a copy of the plans and specifications)

I understand that under the By-Laws of Oakpointe HOA the Board of Directors has forty-five (45) days to act on this request and have taken this into consideration in estimating the completion date shown below.

I further understand and agree to the following provisions:

1. All work will be done at my expense and all future upkeep will remain my expense or the expense of any future owner of this unit.
2. All work will be done expeditiously once commenced and will be done in a good workman-like manner by a contractor acceptable to the Oakpointe HOA Board of Directors.
3. All work will be performed at a time and in a manner to minimize interference and inconvenience to other unit owners.
4. I assume all liability and will be responsible for all damage and/ or injury, which may result from performance of this work.

Date Received: _____

OAKPOINTE HOMEOWNERS ASSOCIATION

C/O ABARIS REALTY, INC.
12009 Nebel Street
Rockville, MD 20852
301-468-8919

Notification of Antenna and/or Satellite Dish Installation

Property Owner(s) Name: _____

Address: _____

Day Phone: _____ Evening Phone: _____

The following must be included:

type of antenna/dish, site of installation, whether any guidelines are being violated; If so, explain why the antenna/dish must be situated in this area or manner (A site inspection can be scheduled and a meeting to discuss installation manners to conform with guidelines). Provide documentation from the installer to support unacceptable reception claims. Also, describe the method and manner of installation.

Appendix C

Oakpointe At Laurel Lakes Color Schemes by Model

	Brick	Siding	Roof	Trim	Beaded Trim	Front Door
Supplier	Maryland Clay	Hunter Douglas	Iko	McCormick	McCormick	McCormick
#1	Patuxent	Dove Grey	Slate Grey	Greystone	Heatherstone	Old Colonial Red
#2	Chesapeake	Cameo Cream	Cedar Brown	Brush Grey	Fairfax Brown	Fawn
#3	Plantation	Clay Beige	Black	Harness Shop Tan	Old Colonial Red	Georgetown Green
#4	Coppertone	Satin Beige	Oakwood	Sage Green	Foxhall Green	Dark Olive

All paint for the trim, beaded brim and front door comes from McCormick and can be purchased at a discount price. Discount cards are available from the Board Members.