



## *Resident Information Packet*



for the

**Oyster Cove Homeowners Association  
Boat Basin Condominium  
Townhouse Condominium  
Villa Condominium**

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The Oyster Cove Resident Information Packet is a packet of many helpful resources. This document is meant to be used in conjunction with the Maryland Homeowners Association Act, the Maryland Condominium Act, the Townhouse, Villa and Boat Basin Declarations and Bylaws and the Oyster Cove HOA Declaration of Covenants and Bylaws. Revisions: July 2003, July 2006, July 2008, November 2010 and May 2011.

## **2011-2012 Board Members**

### **Homeowners Association Board of Directors**

Sue Kamp, President

Ted Filer, Vice President

Tom Bevivino, Treasurer

Ralph Gunn, Secretary

David DeMeo, Director

Elwood Sinsky, Director

Chuck Austin, Boat Basin Board President

Alan Frank, Villa Board President

Patrick Hanrahan, Townhouse Board President

### **Boat Basin Condominium Association Board of Directors**

Chuck Austin, President

Pete Smith, Vice President

Mark Thomasson, Treasurer

### **Townhouse Condominium Association Board of Directors**

Patrick Hanrahan, President

Mike Flynn, Vice President

TBA, Treasurer/Secretary

### **Villa Condominium Association Board of Directors**

Alan Frank, President

Ron Taylor, Vice President

Angus Tarpley, Secretary

Wayne Mills, Treasurer

Mike DiGregario, Director

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# **ASSOCIATION & CONDOMINIUMS**

## **OYSTER COVE HOMEOWNERS ASSOCIATION**

The Oyster Cove Homeowners Association (HOA) is a separate corporation created in accordance with the general laws of the state of Maryland and Oyster Cove Bylaws. All villa, townhouse and non-resident boat slip owners pay the HOA monthly association fee of \$160 currently. Owners owning more than one nonresidential unit shall pay an additional HOA fee of \$40 per month for each unit. The fee covers maintenance and repair of the following common elements:

- Bulkheads
- Clubhouse
- Common Parking Areas
- Common Driveways
- Fences
- Gatehouse
- Irrigation System
- Landscaping
- Lawns
- Lighting
- Maintenance Building
- Ponds
- Rip-rap
- Security Gate
- Security System
- Storm Drains
- Streets – Paving & Snow Removal
- Swimming Pool
- Tennis Courts
- Walkways & Walking Path

Kayakers may store their kayak in a designated spot on the kayak rack and may use the kayak dock for an annual fee of \$45 (See Form #12 Kayak Rack Reservation).

The HOA Board of Directors has been granted the authority to take the necessary measures to promote the welfare, safety, and financial integrity of the community. This includes the authority to set association fees, establish rules and regulations and enforce covenants and restrictions by imposing fines, which include instituting legal action against the offending party. In extreme cases, liens and foreclosure proceedings can be initiated.

Property Management is responsible for mailing/emailing notices of all regular and special HOA meetings. Your attendance and participation in these meetings is strongly encouraged. The Property Management can be reached at 410-827-0560 or oystercove@verizon.net.

## **OYSTER COVE BOAT BASIN CONDOMINIUM**

The Oyster Cove Boat Basin Condominium was created in accordance with the Maryland Condominium Act, the Boat Basin Declarations and Bylaws and Oyster Cove HOA Bylaws. The Boat Basin consists of 75 slips in Marina 1 (closest to the clubhouse) and 40 slips in Marina 2 (at the point). Monthly condominium fee is currently \$30 for resident and nonresident owners. Nonresident owners must also pay the HOA monthly fee. Boat slips may only be rented or sold to Oyster Cove residents.

Owners and slip renters have access to a pump-out station in each marina and the floating dock in Marina 1. A floating dinghy dock is available for slip owners and is located at the west end of the pool. An annual fee of \$50 for dinghy stickers is currently charged to slip owners who are approved to use the dinghy dock (See Form #1 Dinghy Dock Reservation) and an annual fee of \$25 is charged to non-slip owners wishing to use the ramp or floating dock for kayaks or small water craft (See Form #5 License Agreement Between Kayaker and Boat Basin). Applications are accepted on a first come, first serve basis. Contact a member of the Boat Basin Board for further information. Water and electric are available.



Each slip owner shall obtain and maintain in full force and effect complete marine insurance coverage, including liability insurance coverage in an amount not less than \$500,000 for each occurrence/or bodily injury and property damage combined \$500,000 for each boat kept in the marinas. Uninsured boats are not permitted within the condominium. Your insurance policy information about each boat shall be supplied to the Boat Basin Board of Directors upon request. (See Article XIII, Insurance, Section 2 of the Bylaws.) See Form #2 Oyster Cove Boat Basin Insurance Certification.

## **OYSTER COVE TOWNHOUSE CONDOMINIUM**

The Oyster Cove Townhouse Condominium was created in accordance with the Maryland Condominium Act, the Townhouse Declarations and Bylaws and the Oyster Cove HOA Bylaws. There are 106 townhouses in 16 buildings, all on 3 levels. Six townhouses have garages on the lower level. Twenty-four townhouses have detached garages. Six units have approximately 2455 square feet; 70 interior units have approximately 1811 square feet; and 30 end units have approximately 2096 square feet.

The monthly condominium fee for each townhouse unit is currently \$170.00. Covered expense items include exterior maintenance and repair (excluding doors and windows); flood, property and liability insurance (excluding improvements and betterments); and trash removal.

Property Management is responsible for mailing written notice of all regular and special townhouse meetings. Your participation and attendance is encouraged.

## **OYSTER COVE VILLA CONDOMINIUM**

The Oyster Cove Villa Condominium was created in accordance with the Maryland Condominium Act, the Villa Declarations and Bylaws and Oyster Cove HOA Bylaws. The Villa Condominium consists of 96 units in 8 buildings. Each 3-level building consists of 12 villas with elevator service. There are:

- 6 end units with 3 bedrooms/2 baths (approximately 1,600 square feet)
- 4 interior units with 2 bedrooms/2 baths (approximately 1,400 square feet)
- 2 interior units with 3 bedrooms/3 baths (approximately 1,700 square feet)

The \$200.37 (2-bedroom units) and \$300.56 (3-bedroom units) current monthly condominium fee covers all exterior maintenance (excluding doors and windows), insurance (excluding improvements and betterments), snow and trash removal, and elevator maintenance.

## **COMMITTEES**

### **Architectural Control Committee (ACC)**

The ACC was created by the Oyster Cove HOA Bylaws and Declaration of Covenants and its members are appointed by the HOA Board of Directors. See ACC section for pre-approved exterior changes to your unit.

### **Clubhouse Committee**

The chair of the Clubhouse Committee is appointed by the HOA Board. Members of the committee are volunteers from the community. The Clubhouse Committee is responsible for advising the HOA Board on all aspects of maintaining and using the clubhouse. This committee works closely with the Social Committee.

### **Community Outreach**

The chair of the Community Outreach Committee is appointed by the HOA Board. Committee members will work together to do community activities for ourselves and our surrounding area.

### **Landscape Committee**

The chair of the Landscape Committee is appointed by the HOA Board. Members of the committee are volunteers from the community. The Landscape Committee is responsible for working with the landscape company and the property Manager to maintain the lawns, berms, trees, shrubs and flowerbeds in the common elements at Oyster Cove.

### **Nominating Committee**

The Nominating Committee is appointed by the HOA to obtain candidates for the annual HOA elections.

### **Parking Committee**

The chair of the Parking Committee is appointed by the HOA Board. Members will discuss parking issues and will make recommendations to the HOA.

### **Pool Committee**

The chair of the Pool Committee is appointed by the HOA Board. Members will discuss pool issues and will make recommendations to the HOA.

### **Rip Rap**

The chair of the RipRap Committee is appointed by the HOA. Members will make recommendations on the maintenance of the riprap.

### **Security**

The chair of the Security Committee is appointed by the HOA Board. Members will discuss pool issues and will make recommendations to the HOA.

### **Social & Welcoming Committee**

The chair of the Social & Welcoming Committee is appointed by the HOA Board. Members of the committee are volunteers from the community. The Social Committee plans community functions including the monthly Friday night socials (6:30 PM on the last Friday night of each month except November and sometimes December). They also greet new owners and renters and provide them with information about the community.

### **Storm Water Drainage/Bulkhead Committee**

The chair of the Storm Water Drainage Committee is appointed by the HOA Board. Members of the committee will make recommendations to the HOA Board about future storm drainage and bulkhead changes to the property.

### **Walking Path Committee**

The chair of the Walking Path Committee is appointed by the HOA Board. Members of the committee will make recommendations to the HOA Board about future changes to the walking path.

### **Social Organizations & Clubs**

Oyster Cove currently has the following social groups that any Oyster Cove owner may join.

- Boating
- Book Club
- Kayakers
- Nifty Needlers
- Tai Chi
- Tennis
- Yoga

# AMENITIES

## Clubhouse

- Amenities include a full-service kitchen & wet bar; office space for the Oyster Cove Property Manager; restrooms; and a general area for meetings, parties, etc.
- A selection of paperback books can be found in the armoire next to the wet bar.
- A Security Access System is located on the south door to the clubhouse. To gain entrance push “3-2-4” on the keypad. The other doors to the clubhouse can be locked and unlocked from the inside only.
- If you are interested in renting the clubhouse for a private function, complete Form #13: Oyster Cove Clubhouse Rental Agreement and contact our Property Manager at 410-827-0560 at least three weeks before the function. The Rental Agreement, security deposit, rental fee and cleaning charge are due in full at the time of the reservation. Checks are to be made payable to Oyster Cove Homeowners Association.

## Directory

A directory of Oyster Cove owners and renters is published annually. If you have reason not to have your phone number or e-mail published, please contact the Manager or e-mail your request to [oystercove@verizon.net](mailto:oystercove@verizon.net). The directory keeps members of our various groups in touch with one another and is used for all mailings.

## Swimming Pool Rules (approved May 2011)

- **Exclusive Use:** The pool is for the exclusive use of members of the Oyster Cove Homeowners Association and their guests.
- **Responsibility:** Everyone using the pool and the pool area does so at their own risk. The Oyster Cove Homeowners Association, its officers and agents assume no responsibility for any accident or injury in connection with such use. Owners are responsible for their renters. Also cameras will monitor the pool at all times, and should a problem arise, they will be utilized to assign responsibility.
- **Pool Gate Reader Key FOBs:** Anyone admitted to the pool area must have a valid pool gate reader key FOB. These keys are not to be loaned to non-residents. Owners are to accompany family members and friends to the pool. Additional keys may be purchased for \$25.
- **Authority:** The Association and its agents (e.g., lifeguards, pool manager) have been delegated authority and responsibility for the enforcement of these Pool Rules. They have the authority to deprive anyone of the use of the pool and the pool area for the remainder of the day on which an infraction of the Rules occurs. Within 24 hours of taking such action, the Lifeguards or an Owner must provide in writing to the Property Manager a brief outline of the people involved and the rules that were violated. Continued violations of the Pool Rules or of the instructions of the pool authorities may lead to expulsion from the pool and the pool area for the remainder of the season.
- **Good Standing:** All Oyster Cove Homeowners Association members who use the pool facilities must be members in good standing of the Association. Dues must be paid up-to-date before keys will be issued and members must remain in good standing.
- **Schedule:** Weather permitting, the pool will be available for use from 6 am to 10 pm daily. Lifeguards will be on duty on weekends and holiday Mondays. Lifeguards will not be on duty on weekdays.
- **Adult Swim.** Only adults (18 & older) may swim before 10 am and after 7 pm from Memorial Day to Labor Day.

- **Pool Closing:** At the discretion of the Association or its agent, the pool may be closed at any time due to mechanical breakdowns or other operational difficulties. The pool will be closed during electrical storms and inclement weather. The pool will be closed for at least 1 hr after the last lightning strike and at least half an hour after the last thunder.
- **Illness:** Please do not swim if you have a communicable disease, wear bandages, or have skin abrasions, colds, coughs, extremely inflamed eyes, infections, open sores, excessive sunburn, nasal or ear discharges, unless you have a release from a physician stating that the problem is not contagious to others. Spitting, spouting of water, defecating or urinating in the pool is strictly prohibited. If anyone infects the pool, it will have to be closed for hours while the chemical levels are adjusted.
- **Occupancy:** The number of persons admitted to the pool area at any time will be subject to the Pool Manager, Pool Operator's or the lifeguard's decisions.
- **Large Groups:** Two weeks' notice is required. Groups expecting more than 10 guests must make special arrangements, including lifeguard coverage, with the Property Manager at 443-249-0172 ext.27 or ext. 28 or via email at [vickib@victorymgt.com](mailto:vickib@victorymgt.com).
- **Trespassing:** Anyone trespassing in the pool area will not be permitted to use the pool and will be asked to leave.
- **Attire:** Only proper swim attire may be worn in the water; no jeans. No wet swimsuits are allowed in the clubhouse. Children not toilet trained must wear swim diapers with a bathing suit on top.
- **Diapers:** Changing of diapers is not allowed in the pool area, this must be done in the restroom or outside the facility. Parents are urged to be cautious with children who are not toilet-trained and to be considerate of others
- **Children:** Any child under fifteen (15) years of age must be accompanied by a valid pool key holder eighteen (18) years old or older. If they do not know how to swim and/or tread water they are required to be within arm's reach of the parent/adult at all times while in the water. Lifeguards may call a 15-minute break to encourage children to get out of the pool to rest, use the restroom, etc.
- **Flotation Devices:** The use of large floating devices or water guns is not permitted. Flotation devices used to aid children in the water must meet U.S. Coast Guard Regulations. Snorkels, goggles, fins, swimmies, or small life rings shall be at the discretion of the Pool Manager, Pool Operator, or the lifeguards.
- **Conduct & Consideration:** Be considerate of small children who would like to play or practice their first swim strokes in the shallow end. No wrestling, ball playing, horseplay, unnecessary roughness, or disturbances that endanger the safety of others will be permitted in the pool or pool area. Radios, CD/tape players and similar devices must be kept at a low volume or used with headsets.
- **Eating:** Glass is not permitted in the pool area. Food or drinks may be eaten at the pool, but not in the pool. It is up to us to keep the area clean. Use and encourage others to use the trash cans.
- **Intoxication:** Anyone who appears to be intoxicated or under the influence of drugs will not be permitted in the pool area. The lifeguard may ask unauthorized persons or a person obviously under the influence to leave. Should the need arise; the Lifeguard or Owners may call for assistance. To ask for the police call 911 or the Sheriff's Office at 410-758-0770.
- **Furniture:** Pool furniture is available on a first-come, first-serve basis and may not be reserved. As a courtesy, those under 18 are asked to relinquish furniture to adults. It is the responsibility of the pool users to close the umbrellas once the sun goes down.
- **Animals:** State law prohibits animals in the pool area.

- **Lifeguard Chairs & Breaks:** Please do not congregate around the lifeguards or engage them in unnecessary conversation while they are on duty. Lifeguards may call a 15-minute break as needed.

## Tennis Courts

- Two lighted tennis courts are available to unit owners, tenants and guests 14 years of age or older. An adult must supervise children under 14.
- Wear appropriate shoes that leave no marks on the surface of the courts.
- Limit play to one set when other parties are waiting to play.
- Use of the tennis courts for any other purpose such as, but not limited to, bicycling, skating, skateboarding, exercising animals, playing soccer or using motorized vehicles is prohibited.
- Tennis court keys are available from the Property Manager.
- Tennis court lights require a quarter to operate.

## Walking Path

- A 1.5-mile lighted, circular-walking path is available to owners, tenants and guests for walking, jogging, bicycling, and skating. This is primarily a walking path; therefore bikers and skaters should use the utmost care when passing others.
- No motorized vehicles, except wheelchairs, are permitted.
- When using the walking path, please be considerate of others.
- When walking your dog please yield the path to other walkers and pull in your 10 foot leash when near other people using the path.
- Owners and guests must pick up their dog's waste and dispose of it in the containers or at home.

# **RULES & REGULATIONS**

**All unit owners and their tenants are responsible for reading and understanding their rights and responsibilities as outlined in the Declaration of Covenants and Bylaws for the Homeowners Association and their respective condominium documents (Boat Basin, Townhouse or Villa).** Due to the size of these documents, they have not been reproduced in this publication. Maryland Condominium Law requires that these documents be given to each new owner prior to settlement. For your convenience, a summary of the major rules and regulations that are commonly requested have been provided below. Owners are responsible for assuring that renters have a copy of the Rules & Regulations, Declarations, Bylaws and the Resident Information Packet and that they comply with these rules and regulations. Owners may obtain copies for their renters when they turn in a copy of their lease.

## **PROPERTY MANAGEMENT COMPANY**

Oyster Cove currently has a contract with a property management company to provide various accounting and financial services and to offer guidance and assistance in various aspects of real estate management. Questions regarding your monthly association or condominium fees, coupon books, insurance, rules and regulations, snow and trash removal, directory changes or complaints should be directed to them. Our Property Manager can be reached at 410-827-0560 or [oystercove@verizon.net](mailto:oystercove@verizon.net).

## **VIOLATION & DISPUTE PROCEDURES**

In order to document complaints and possible covenant violations unit owners are asked to provide the Property Manager with the following information in order that a formal written notice and appropriate follow-up action can be taken: (See Form #9 Violation Report.)

1. Name and address of person making the complaint or Property Manager
2. Description of complaint
3. Date and time of occurrence.
4. Unit owner's name, if known.
5. Unit owner's address.
6. For automobile-related complaints, provide a description of the car, the state that issued the car tag and the license plate number.
7. Any other pertinent information.

These guidelines have been adopted by the Oyster Cove Homeowners Association Board of Directors which includes representation from the Boat Basin, Townhouse and Villa Condominium Boards of Directors. They are provided to assist Unit Owners and the Boards in understanding how to handle dispute settlements, and related Show Cause orders, as necessary, on behalf of the Oyster Cove Homeowners Association and the Boat Basin, Townhouse and Villa Condominiums. These guidelines are to be provided to Unit Owners when Show Cause orders are issued and are to be read at the beginning of any hearing, mediation or arbitration.

**Oyster Cove recognizes the need for and supports the use of alternative dispute resolution mechanisms to resolve disputes arising in the community associations in appropriate cases.**

Alternative Dispute Resolution (ADR) is viewed as a substitute vehicle to settle disputes outside of the traditional courtroom setting. There are several different procedures that fall under the definition of ADR from mediation to court-mandated binding arbitration. It is understood that conflicts will arise and that there are different vehicles to help resolve these conflicts. Oyster Cove should whenever possible and whenever appropriate resort to this type of conflict resolution process, for it usually helps contain the heavy cost of resolving the dispute. ADR is viewed as a legitimate resource for many and an option

to avoid costly litigation in the traditional forum. It is respected by both state legislatures and state courts.

It is also understood that ADR may not be the ideal option for resolving a dispute but if possible should be used if it does not compromise the rights of the community associations or owners. Oyster Cove boards and owners recognize that the financial costs and emotional investments required by litigation may be a burden on and detriment to the community associations and owners. Oyster Cove boards encourage the use of hearings, mediation and arbitration to resolve disputes involving the use of common property and common elements, the use of dwellings, and in architectural rules and regulations. Oyster Cove further encourages continuing education programs to assist its members in understanding the benefits and limitations of alternative dispute resolution mechanisms. See Alternative Dispute Resolution Procedures Handbook for more information. Use Form #14 to initiate a hearing, mediation or arbitration.

When a violation or dispute occurs owners will receive two notices to correct the violation. If the violation is still not corrected then a hearing will be held. The three steps are:

**Step 1: Call/Email/Written Notice.** The first violation of any Oyster Cove rule will result in a phone call, email or written notice to inform the accused unit owner to cease and desist the action with no sanction or loss of privileges. The demand to cease and desist must include the alleged violation, the action required to abate the violation, and a designated time for correcting the violation of not less than 10 days during which the violation may be abated without further sanction. If the violation is not corrected within the designated time, a certified letter will be sent.

**Step 2: Certified Letter.** If the call, email, or written notice does not stop the violation within the designated time, a certified letter will be sent reiterating the violations and informing the claimant that they may request a hearing, mediation or arbitration date, time, and location. The letter will include the nature of the alleged violation, the time, date and place of the hearing, a request to attend the hearing and produce any statement, evidence, and witnesses on his/her behalf, the proposed sanction to be imposed and shall name which board will be handling the case. This certified letter will be mailed return receipt requested.

**Step 3: Selection of Hearing, Mediation or Arbitration.** If the call, notice, or certified letter does not stop the violation or dispute, a hearing, mediation, or arbitration may be held. Unit owners shall notify the property manager by email or certified letter if they wish to exercise their right to a hearing, mediation, or arbitration within 10 days from the date of the certified letter. See Form #14 Hearing, Mediation or Arbitration.

### **Hearing Procedures**

- 1. Request for Hearing.** The claimant shall complete Form # 14 Hearing, Mediation or Arbitration and return it to the Oyster Cove office. A hearing shall be the first course of action if a dispute over a violation occurs between a unit owner and a board.
- 2. Majority of Board.** Hearings require the majority of the appropriate Board to be present. The appropriate board is determined by which board's rule has been violated (e.g., if a villa rule is violated, the Villa Board conducts the hearing).
- 3. Hearing Officer.** The President of the Board, or his/her designee, will serve as the Hearing Officer of the hearing. The Hearing Officer will designate another Board Member, the property management representative, counsel, or another designee to keep minutes of the hearing.
- 4. Privacy/ Confidentiality.** Hearings are private. The parties and the appropriate board may attend hearings. Other persons may attend only with the permission of the parties and with the consent of the claimant or board. All parties must sign Form #14 Hearing, Mediation or Arbitration. All information shared in mediation



sessions is strictly confidential. Each party may discuss issues with other professionals with whom he/she has a confidential relationship.

5. **Closed Hearing.** The hearing of each alleged violation will be conducted in executive session (a Closed Session), at which time only Board members, the Board's invited witnesses, the charging Unit Owner(s) (if applicable), the accused Unit Owner(s), any witnesses deemed necessary by the charging Unit Owner(s) or accused Unit Owner(s) (if applicable); attorneys for the charging Unit Owner(s) and accused Unit Owner(s), and the property management representative and/or counsel designated by the Board, will be permitted to be present at the hearing. There must be a majority of board members in order to conduct the hearing. The accused Unit Owner(s) do not have to be present. Before the hearing begins proof of notice and the invitation to be heard shall be placed in the minutes.
6. **Basis of Complaint.** The parties or their representative will be required to state the basis of the complaint/demand, with the assistance of any material witnesses who are available. A hearing needs to be based on honesty and openness on the part of both parties.
7. **Witnesses.** The accused Unit Owner(s) will have the opportunity to provide his/her/their own witnesses, and to have a reasonable period in which to state, or otherwise provide, a statement in defense. At the hearing, the unit owner shall have the right to present evidence and present and cross-examine witnesses.
8. **Prompt Decision.** The decision shall be rendered promptly by the board and, unless otherwise agreed upon by the parties, not more than two weeks (14 days) from the date of the closing of the hearing. The written opinion will include confirmation of the original notice of violation(s), a brief statement of who was present, the alleged violation or dispute, the evidence presented at the meeting, the decision reached, a brief explanation of the decision, and any remedy imposed including fines and the time table for compliance, if any remedy has been ordered. The decision shall be appealable to mediation, arbitration or to the courts of Maryland.
9. **Actions & Fines.** The Board rules on any action that must be taken by the owner to correct the violation(s) and the amount of the fine, if any. The board may choose to correct the violation and invoice the owner for the costs. All violations are subject to a \$25 minimum fine (daily and/or per occurrence) and possible sanction and loss of privileges. Unpaid fines and other costs may be subject to a formal collection action and/or the filing of a lien against the property. Legal costs to Oyster Cove will also be paid by the owner who has violated the rule or regulation. Fines not paid within 30 days will be subject to late fees and will be subject to a lien in accordance with the governing documents as well as the Maryland Condominium Act.
10. **Legal costs.** Imposition of legal costs is supported by Article IX, Section 3(o) of the Declaration which empowers the Association Board to adopt rules and regulations which can include the payment of legal fees if it is determined the unit owner has committed a violation. Likewise, Article XII of the bylaws in all three Condo Regimes permits the Board to adopt freely rules and regulations so long as they are adopted in accordance with the requirements contained in Article XII which mirror the requirements in Section 11-111 of the Condo Act.

### **Mediation & Arbitration Procedures**

Mediation and arbitration are options if a hearing does not handle the violation or dispute. Mediation and arbitration will be handled on a case-by-case basis. Either may be initiated by any of the 4 Oyster Cove boards or an Oyster Cove owner to handle disputes between Oyster Cove boards or between an Oyster Cove board and one or more unit owners. Please ask the Manager for the handout governing mediation or arbitration procedures for Oyster Cove. See Violation & Dispute Procedures Handbook for more information. Use Form #14 to initiate a hearing, mediation or arbitration.



## OYSTER COVE ARCHITECTURAL GUIDELINES Error! Bookmark not defined.

The Declarations of Covenants, Conditions and Restrictions for the Oyster Cove Homeowners Association, Inc., Article IX, Section 1 prohibit any changes to the exterior of any unit or to the common element exterior without approval by the Homeowners Association (HOA) or the Architectural Control Committee (ACC). The one exception is a change to a flowerbed that touches the unit, adding perennial plants to these beds requires approval but in this case; the approval comes from the Landscape Committee. The ACC and the Landscape Committees are appointed by the HOA.

Changes to the interior of a unit are not part of the HOA's or ACC's responsibilities. Anyone wishing to make a change to the interior of a unit should review the Bylaws of the Oyster Cove Townhouse Condominium, Article XI, Section 1 or the Bylaws of the Oyster Cove Villa Condominium, Article XI, Section 1. The Villa Board requires that no alterations or additions (e.g., moving walls) to the interior of a unit be made without written approval from the Villa Board of Directors or by their Villa Architectural Standards Committee (ASC).

### **Pre-Approved Changes to the Exterior of a Unit**

In order to facilitate some of the most common and routine changes that are made to the exterior of Oyster Cove units, the HOA has pre-approved some changes. Below are guidelines for cable, curtains and blinds, doors, gates, heat pumps, planter boxes, propane tanks, satellite dish/antennas and windows.

In the past, changes were made to the exterior of some units that do not conform to these community standards. In all cases units were responsible for conforming to the standards that existed at the time the changes were made. Units that made appropriate changes in the past are not required to update to the newest standards.

The following are guidelines for unit owners wishing to make pre-approved changes. These guidelines may be followed without submitting a Form #6 or obtaining approval from the ACC or HOA. However, if these guidelines are not followed and if corrections are required, the corrections will be made at the owner's expense.

### **Cable**

#### ***Townhouses & Villas***

- Cable of any kind on the exterior of the unit should be as invisible as possible.
- It should be covered with a colored strip to match the exterior of the building in order to hide it.
- 48 hour notice to the Property Manager is required if contractors are going to work under a unit. The Property Manager will have the lattice removed and/or the vent removed so that they are not damaged.

### **Curtains & Blinds**

#### ***Townhouses & Villas***

- Unit owners are required to provide curtains, draperies or vertical/ horizontal blinds for all windows and sliders.
- All closed window treatments being viewed from the outside must be white, gray or cream colored.

#### ***Villas***

- Villas may also use horizontal, white shade or very light gray screens on their decks.

### **Custom Planters**

#### ***Townhouses***

- Custom planter boxes may only be mounted on the Townhouse waterside deck. Please ask the manager for examples of approved custom planters.

- One box shall be made that is about 10” high, about 10” deep and as wide as the measurement from the edge of the deck gate opening to the right front corner of the deck.
- The second box shall be made that is about 10” high, about 10” deep and as wide as the measurement from the edge of the deck gate opening to the left front corner of the deck.
- All boxes must be made of ACQ treated premium pine (or better).
- All boxes must be painted white.
- Several drain holes shall be placed in the bottom of the boxes.
- Custom planters may only be attached on the outside of the first floor waterside townhouse deck lowest horizontal railing. The top of the boxes may not extend above this lowest horizontal railing.
- All hardware and fasteners must be rust resistant (stainless fasteners and anticorrosion fittings that are white or stainless steel).
- No screws or holes may be placed in the deck railing.
- Flowers must be kept in good condition.
- Custom planters may not be mounted on the second or third floor water side deck or on the entrance porch on the parking side.
- Custom planters and flower pots may be set directly on the deck at any level.
- Unit owners are responsible for the maintenance of their custom planters and are responsible for any damage caused to the unit by their attachments.



## **Dock Boxes & Platforms**

### ***Boat Basin***

Marina I and Marina II have different specifications. Both require the same box, but differ in placement and formation of the platform.

- Boxes must be white fiberglass with a stainless latch
- The dock box shall measure approx. 22H by 36W by 26D
- All hardware and fasteners must be rust resistant (stainless fasteners and anticorrosion fittings that are white or stainless steel).
- The dock box must be bolted to the platform.
- Unit owners are responsible for the maintenance of their dock boxes and platforms and are responsible for any damage caused to the slip, pier, or bulkhead. The manager will provide examples that have been approved.

### ***Marina I***

- The platform will be 48”W by 28” D and shall be made of ACQ treated premium pine (or better).
- The top of the platform must be approx. 12” below the bulkhead and shall sit under the bottom edge of the side bulkhead board.
- The platform shall be connected to the bulkhead. Please attach it to the bulkhead in the same way as the approved Marina I platform examples.

### ***Marina II***

- The platform will be an extension of the dock boards. The platform will extend past the dock so it is about 53” W and 26”D.
- The platform will be made of ACQ treated premium pine or whatever material was used for the dock.
- The platform will be supported in the same fashion as the approved Marina II platforms.

## Doors, Storm and Screen

### *Townhouses & Villas*

- Two styles of storm and/or screen doors are allowed for replacement :
  - A single full panel for the screen/glass. Usually the screen and glass are interchangeable allowing you to switch between full glass or full screen.
  - A double panel door with glass at the bottom half and screen/glass on top half of the door.
- Storm or screen doors must be glass and/or screen for their full length. Storm or screen doors that are closed on the bottom half or bottom third are not pre-approved.
- The glass may be tinted light gray; but colored, beveled or frosted/etched glass is not permitted.
- Frames may only be white. Doors may not have grilles, bars or ornamentation.
- Hardware (handles, hinges) may be white, silver, black or brass color. Storm or screen doors may have brass color kick-plates.

## Doors, Sliding

### *Townhouses & Villas*

- Replacement sliding doors must reasonably match the original sliding door. There can only be two glass panel doors, usually with one sliding over the other. They may also have a sliding screen. Hinged patio doors or triple glass panel sliding doors are prohibited.
- The sliders can be single or double pane glass. The glass may be tinted very light gray; but colored glass or frosted/etched glass is not permitted.
- They must have a white frame and brass, silver, white or black handles.
- Doors may not have grilles, bars or ornamentation.
- Villa owners **MUST** contact the Property Manager ahead of installation so that siding and structural repairs can be made if needed.

## Gate

### *Townhouses*

- Townhouse units may install or replace gates on the waterside deck. The gates should resemble, as nearly as possible the deck railing (see picture).
- The overall color must be white, using an appropriate outdoor paint.
- The gate may not be any taller than the top of the deck railing.
- The square metal balusters must be ½" to ¾" square, approximately 5 inches apart.
- The top rail of the gate must be approximately 3" to 3 ½" tall ACQ treated premium pine (or better).
- The bottom rail of the gate must be approximately 3" to 3 ½" tall ACQ treated premium pine (or better).
- The hinges and latch must be designed for outdoor use and must be sturdy enough to support the gate.
- The hardware and fasteners must be rust resistant (hot dipped or stainless fasteners and anticorrosion fittings that are white or black coated or stainless or brass).
- Unit owners are responsible for the maintenance of their gates and are responsible for any damage caused to the unit by their attachments.



## Heat Pumps

### *Townhouses*

- Heat pumps must have a vertical discharge so that the air goes straight up and not sideways so that it does not have the potential to create either a noise or air flow nuisance for the adjoining neighbor.
- The top of the unit may not measure more than 15 inches above the first floor waterside deck. Owners may install new units on pedestals as long as the top of the unit does not exceed the 15-inch above the waterside deck floor measurement.

- The Oyster Cove Plats govern the placement of the heat pump. Heat pumps must be placed on their current or original plat location unless a change is approved by the HOA Board. End unit heat pumps may be moved to the side of the unit and must be placed on the waterside of the first jut-out (where fireplace extends outward).
- Only one heat pump may be placed outside a unit. It may be on a slab, on the ground or on a pedestal subject to the previously mentioned height restriction.

### ***Villas***

- Heat pumps may only be replaced in their current or original location.
- A drain pan must be installed under interior air handlers when they are replaced and must include a float valve with a turnoff sensor.
- Owners installing new heat pumps must inform the Property Manager of the size of the new heat pump and the direction of the heat pump vents before the new installation occurs.
- Villa owners are required to contact the manager when installing a new heat/air pump so that modifications can be made to the heat pump location if necessary (e.g., lattice). There will be a \$100 charge for removing and re-installing lattice.

### **Landscaping**

See HOA Townhouse & Villa Flower Beds section on how to obtain approval to plant perennials in the flower beds that touch your unit. No plants are to be added to the berms (beds that don't touch a unit).

### **Propane Tanks**

#### ***Townhouses***

Various meetings with propane companies and the Queen Anne's County Chief Inspector have determined the following requirements for interior townhouse units:

- There are three types of approved propane tanks: The #200 cylinder, which is 42.12 inches tall with a 24 inch diameter, the 100 cylinder, which is 36 2/3 inches tall with an 18 inch diameter under the ground tank that may not extend more than 10" above ground nor have greater than a 25" diameter. If the smaller #100 cylinder does not fill the resident's needs, another #100 cylinder tank may be installed and the two can be tied together to operate as a single tank.
- Propane tanks must comply with all applicable codes and be installed by an approved installer.
- If the unit owner requires an electric receptacle on front of their unit, it must be installed under the existing meter box. It should still meet the 10 foot minimum requirement.
- Propane tanks must be screened with perennial green shrubs sufficient to hide the tank when viewed from the street. Shrubs and plants must be approved by the Landscape Committee.
- The under the ground tank must be capable of being installed underground with an exposed area not more than 25" in diameter and not more than 10" above ground level.
- The connecting pipe from the under the ground tank to the edge of the unit must be shielded by inserting it in another larger pipe (PVC is acceptable). The purpose of this shielding is to prevent contract lawn and maintenance personnel from damaging the pipe when digging in gardens, etc.

Townhouse end unit homeowners should:

- Meet the specifications listed above as applicable.
- Hide the propane tank with lattice, paint and/or bushes. Paint the lattice gray to match the siding. Maintenance and installation of the lattice is the responsibility of the homeowner.

The HOA Board requires that the following procedures be followed for the installation of propane tanks.

- A written request must be submitted to the Manager on Form #6 for the tank and screen; request should include location, installer, and type of shrubs to be used for screening.
- A Queen Anne's County permit is required to perform work.

- Owner must agree to pay for screening of tank, electrical receptacle, electrical receptacle cap, if needed, and painting the tank gray.

### ***Villas***

The use of propane is forbidden in the villas.

## **Satellite Dishes & Antennas**

### ***Townhouses***

- Antennas and satellite dishes must be in compliance with the FCC and the HOA installation guidelines.
- The unit owner must notify the Property Manager at least four working days in advance of installation. The notification must include the proposed location and a description of the hardware that will be installed. The community may, in unusual circumstances require that the antenna or dish be placed in another location. If the unit owner is not contacted by the Office Manager within four working days of submitting the request to the Office Manager, the request is approved.
- Unit owners are responsible for the maintenance of their antennas/dishes and are responsible for any damage caused to the unit by their attachments.
- Dishes cannot exceed 1 meter in diameter.
- No part of the antenna, dish or mounting hardware may extend over the common element or onto another unit, or block the view of a neighbor's property. The antenna, dish, and mounting hardware should be contained within the footprint of the unit.
- Satellite dishes and antennas may not be hung on the side of end units.
- Wiring should be mounted in an inconspicuous manner for the shortest reach along the building exterior. The wire/cable should be as invisible as possible.

### ***Villas***

- Satellite dishes and antennas may be attached to the underside of the deck ceiling or permanently installed on the deck (not on the railings). Under no circumstances shall the owner or their contractors mount antennas on the exterior of the villa buildings. Antennas are permitted on the deck or deck structure, but should not protrude from the building wall line. No satellite dish or antenna should overhang the edge of the deck, deck railing, or hang over the common element.
- Satellite dishes and antennas must be in compliance with the FCC and the Villa installation guidelines.
- Unit owners are responsible for the maintenance of their antennas/dishes and are responsible for any damage caused to the unit by their attachments.
- Dishes cannot exceed 1 meter in diameter.
- No part of the antenna or mounting hardware may extend over the common element or onto another unit, over any HOA property or block the view of a neighbor's property. The antenna and mounting hardware **MUST** be completely contained within the footprint of the unit on which it has been mounted.
- Wiring should be mounted in an inconspicuous manner for the shortest reach along the building exterior. The wire/cables should be as invisible as possible.

## **Windows**

### ***Townhouses***

- A medium gray reflective sunscreen may be permanently placed on windows.
- Replacement windows must reasonably match existing window.
- Windows must be replaced at owner's expense by a licensed, insured contractor.
- Windows should have a rating of 130 mph or higher. The closer to the point, the higher the rating should be.
- The OC manager's office should be contacted ahead of the installation so that siding and structural repairs can be made at the same time.

### ***Villas***

- A medium gray reflective sunscreen may be permanently placed on windows.
- The new window must look like the old window – same number, shape and size of window panels; white frames.
- The OC manager's office MUST be contacted ahead of the installation so that siding and structural repairs can be made at the same time.
- Use a dealer approved by the Villa Board. Contact the Property Manager for a current list. If the unit owner wishes to use a different dealer they must submit a Form #6 and obtain approval from the ACC.
- Windows should have a rating of 130 mph or higher. The closer to the point, the higher the rating should be.

### **Architectural Control Committee Procedures**

If a unit owner is going to make a change to their unit, please follow these procedures.

1. Determine if guidelines already exist. If there is a guideline that meets the unit owner's needs, they may proceed with the change.
2. If no guidelines exist follow these steps:
  - a) Complete a Form #6 Modification (s) to an Owner's Unit or Slip and submit to the Property Manager. Be sure to include all details concerning the change including, but not limited to, the nature, shape, height, materials, color and location of the change.
  - b) The Property Manager will mark the Form #6 with the date it was received.
  - c) The Property Manager will make a copy of the Form #6 and specifications and will create a file to record all future related documents. The Manager will also create a tickler file for the 90 day time period so each request can be tracked.
  - d) At the earliest reasonable opportunity, the Property Manager will notify the Chair of the ACC that a Form #6 has been received. The Chair of the ACC will pick up the request from the Property Manager and distribute it to ACC Members prior to the next scheduled meeting of the ACC.
  - e) Once the ACC has completed consideration of the request, the Chair of the ACC will submit copies of all ACC correspondence to the Property Manager who will file the documents with the original request. In the event the Property Manager is not available for an extended period (i.e., vacation, vacancy); the ACC Chair will take care of receiving and filing ACC documents.
  - f) The ACC will respond to the unit owner within 90 days. The response will be disapproval, approval, approval with modifications or a notice that the deadline for the decision will be extended to 120 days to permit consultation with an architect.

### **Retention & Appeals**

1. ACC related files will be retained in Oyster Cove community files for 5 years and may then be destroyed.
2. An owner may appeal to the HOA Board of Directors within 15 days of the recommendation being made if they were unhappy with the ACC recommendation.
3. Alternative dispute resolutions, such as a hearing or mediation, will be addressed on a case by case basis.

### **Notifications to Property Manager**

1. If any work is going to be done under a unit, advance notice must be provided to the Property Manager at least two work days in advance so that the Property Manager can have the lattice removed and/or the vent removed so that they are not damaged.
2. All handymen and contractors must provide proof of insurance and a license to the property manager before beginning work on common areas or to the exterior of any unit.



## **HOA RULES & REGULATIONS**

### **Animal & Pet Control**

- No animals of any kind are permitted within any unit or upon a common element except domesticated dogs, cats, and caged birds, provided, they are not kept, maintained, or bred for commercial purposes or that they do not create a public nuisance.
- Pets must be registered with the Oyster Cove office.
- A pet owner must have total control of his/her pet at all times. Pets must be on a 10 foot leash or less and the leash must be held by the walker when walking dogs on Oyster Cove property.
- Owners are not allowed to let animals/pets roam at large. Each violation of the leash law may result in a fine. Dogs and cats must be collared and leashed at all times.
- Dog/cat fecal waste must be picked up and placed in designated waste holding tanks that are located along the white picket fence near buildings 100-400; at the maintenance building; at the boat basin; and throughout the inside islands on Oyster Cove Drive. Failure to properly dispose of waste will result in a fine for each violation.
- Plastic bags and pet waste may be put in the tanks.
- Pets are not allowed to urinate or defecate near any building, on the walkway lights or in flowerbeds. Owners are cautioned that any damage caused by such urination or defecation is subject to a fine and the cost of the repair and or replacement.
- No animal may be habitually confined to a deck, fed on the deck, or trained to urinate and/or defecate onto the deck or into a container for such purpose. In addition, animals are not to be tied to the deck stair railings.
- Dogs must be kept from disturbing neighbors.
- Gates may be added for pet control. See Exterior Accessories for Decks, Porches, & Walls for more details.

### **Bird Feeders, Bug Zappers & Wind Chimes**

- The above items are NOT permitted, except for hummingbird feeders. Bird feeders with seed are not allowed because they are messy and attract mice. Bug zappers and wind chimes make noise that may annoy neighbors.
- One hummingbird feeder of any color may be hung from the ceiling of a villa deck or from the underside of the upper deck of a townhouse. They may only be hung on the water side.
- Fish line or stainless steel connectors may be used to hang the feeder.
- Hummingbird feeders may not be hung from trees or other common elements.

### **Cables**

- Cables must be designed in accordance with existing cable specifications. See ACC Guidelines.

### **Curtain, Draperies & Blinds**

- See ACC Guidelines.

### **Dumpster/ Moving Pods**

- A request in writing for a dumpster or moving pod to be placed on the property should be made to the Property Manager. The request should include the size, where it is to be placed, and how long the dumpster or pod will be in this location.
- After the dumpster or pod has been removed, clean up of the area is the responsibility of the owner. If Oyster Cove has to clean the area, the owner will be billed.

### **Exterior Accessories on Decks, Porches, & Walls**

- Hot tubs and sauna are prohibited on decks, porches and common elements.
- Deck furniture, grills, portable planters, white storage boxes, and a maximum of fifteen pieces of firewood (October 1 - April 15) are allowed on the deck. All items must be maintained.

- Storage of no more than two bikes on the waterside deck is permitted. Bikes must be covered. Covers are to be an earth tone color (gray, olive, beige or black) and are to be placed on bikes when they are not in use.
- Nothing should be secured to the top of deck railings except flag holders. Unit owners are responsible for any damage done to their railings by their flag holders.
- Water hose brackets should be of a type, color and minimal size (single hose) that do not stand out. They should also be placed in a somewhat concealed location. Hoses are not allowed to remain on the lawn area. Portable hose holders are not allowed to remain on any common area.

### **Exterior Common Elements & Grounds**

#### **Only the HOA Board may make changes to the common elements (gatehouse, clubhouse, grounds, etc.).**

No changes may be made to common elements without permission from the HOA Board. Submit requests to the ACC using Form #6 following the ACC Procedures. There shall be no obstruction of any Common Areas or Common Facilities, except as herein provided. Nothing shall be stored upon the property, or upon the common areas or common facilities, without the approval of the Board of Directors. (See Article IX, Section 3, paragraph (b) of the HOA Declarations.)

- When in use, lawn furniture may be temporarily placed on the waterside lawn area directly in front of the unit.
- Storage of coolers, crab pots, liquids, materials, tools, wading pools, bikes, kayaks, toys, etc. on the common element surrounding the building (includes grass and area between townhouse and villa buildings) is not permitted overnight.
- Furniture, coolers, bikes, wood racks, canoes, kayaks, swimming pools, tools, etc. should never be stored or left on the lawn when not in use.
- Flowerpots are allowed on unit walkways, steps and decks.
- Nothing can be stored on driveways except firewood at the designated times. (See Townhouse & Villa Firewood Section.)

### **Fireworks**

- Under the criminal code in the State of Maryland there exists information concerning public safety that deals with intent to discharge and actually discharge fireworks. Both are punishable by fines of \$250 and are criminal offenses. Because of the Maryland law and fire safety issues, all fireworks including sparklers and rockets are not allowed to be discharged on Oyster Cove property. Fire could cause serious damages.

### **Flags**

Flags are permitted under the following conditions:

- No more than two flags on the waterside are permitted on villas and townhouses. Townhouse mounting will only be allowed on the second floor deck railing, water side.
- Only one American flag may be displayed from the parking side of townhouses. No other flag may be flown.
- The parking side flag shall be mounted on first floor post (by the steps) of townhouses. If no post exists, it may be mounted on the railing. The flag may not block the neighbor's view.
- Flags cannot be larger than 36 x 60 inches.
- Flags must be flown from flagpoles. The flagpole cannot be longer than 60 inches in length.

### **Gates**

- Gates must be designed in accordance with existing gate specifications. See ACC Pre-approved Guidelines.

### **Generators**

- Generators are for emergency use only and must be kept outdoors when in use.
- Generators may not be used for holiday decorations.
- Generators may not be used in villas.



## **Holiday Decorations**

- Holiday decorations are permitted provided they are confined to the unit, exterior garage, and/or deck and, if lighted, can be lit using a single outlet.
- December holiday decorations may be hung from Thanksgiving to January 10<sup>th</sup>.
- Decorations for other holidays may be hung 1 week ahead and should be removed within 4 days after the holiday.

## **Kayak Rack & Kayak Dock**

- Every kayaker or small water craft owner wishing to obtain a designate spot on the kayak rack shall be required to complete Form #12 Kayak Rack Reservation and pay the \$45 annual usage fee.
- Only kayaks or small water craft will be stored on the racks and will be placed in a neat manner.
- The kayak dock may be used for launching and exiting your kayak or small water craft.
- Kayaks, canoes or surf boats may not be tied up to the kayak dock, dinghy dock or floating dock for more than 15 minutes.
- Kayak rack or small water craft renewal fees are due May 1 and are effective until April 30 of the next year.
- See Kayak section in Boat Basin section for additional rules.

## **Keys**

- Villa owners must and Townhouse owners may leave a key with the Property Manager in case of emergencies.
- If an emergency occurs (e.g., water damage, flood, fire) and the Property Manager cannot be reached, then please call the management company. The phone number can be retrieved from the Oyster Cove voice mail at 410-827-0560. If the management company needs access to a Unit and does not have a key, the owner will be responsible for the repair costs.

## **Landscaping, Planter Boxes & Plants**

### ***Berms (flower beds that do not touch the unit)***

- Only the Landscape Committee can make changes to a berm. Owners wishing to add items to a berm must obtain Landscape Committee approval.
- Landscape lighting is not permitted.
- No artificial flowers are allowed.

### ***Townhouse & Villa Flower Beds (flower beds that touch the unit)***

- Permission of the Landscape Committee is required to remove/replace perennial plantings that were either planted by the HOA or by a former unit homeowner. A written request to plant new perennial plants or to replace a flowerbed must be sent to the Manager. The request should be made on Form #6 and should include a sketch or pictures of the plantings. Owners will assume all costs.
- Annual plants may be planted in these flowerbeds without approval. No vegetables are allowed. Owners will pay for annuals.
- Annual plants should be aesthetically pleasing to the homeowner and community, should not block the view of your neighbor, and should not impede the ability to maintain the outside of the building. It is recommended that plantings be kept away from the siding and lattice in case they need to be painted or worked on and to reduce units to bug exposure.
- Plants must be kept in good condition.
- Landscape lighting is not permitted in the grass. Small solar powered lights may be placed in townhouse flowerbeds (with prior ACC permission). They may not shine into a neighbor's unit.
- No artificial flowers are allowed in flowerbeds.

### ***Maintenance***

- All plantings will be pruned so their height does not exceed the white horizontal trim under the front parking side windows of the units or the second horizontal board on the front entrance porch railing.
- The HOA will continue to trim bushes and trees per the maintenance schedule.
- When a shrub, bush or tree has grown to a size that obstructs the homeowner's view of the water then the homeowner may request that the HOA transplant or remove the planting. Tree removal requires a majority vote of the Landscape Committee. Diseased trees or trees threatening the property may be removed without a vote of the Landscape Committee.
- If you wish to prune your plants yourself to avoid issues with the landscapers, give your name and unit number to the Property Manager.
- If you wish to install a sign in your garden asking the landscaper not to touch your flowerbeds, obtain the language and sign specifications from the Property Manager.

### ***Garden Art***

- Personally owned sculptures, statues, flags, or any other objects are not to be placed in the berms (beds that do NOT touch a unit).
- Sculptures, statues, flags, or any other objects are permitted in Townhouse and Villa flowerbeds (beds that touch the unit), but must be earth tone in color (browns, grays, white, black, sage) and less than 36 inches high. They must be aesthetically pleasing and fit with the design of the property.

### ***Hanging, Molded & Custom Planters; Walkway Flower Pots***

- There are three types of planters, hanging baskets, molded flower boxes/planters and custom flower boxes/planters. Each planter has different requirements.

#### **Hanging Baskets**

- Hanging planter baskets may be hung from the underside of an upper deck or the porch overhang.

#### **Molded Planters**

- Molded planters must be hung toward the unit so it is solely within the footprint of the deck. It may be hung from the second railing. It may not be hung or placed on the top railing. .
- All molded planters and brackets must be white and must be kept free of rust. Brackets must hook over (not attach to) the middle railing so it does not harm the railing.
- Molded planters must be stored during the off season (November through March).

#### **Custom Planters**

- See ACC Pre-approved Guidelines.

#### **Walkway Flower Pots**

- Artificial plants are discouraged, but may be used on decks and villa entrance ways. If used, they must appear natural and be in season.
- Decorative flower pots filled with flowers may be placed on townhouse walkways, steps and decks, but not on driveways.

### **Leases/Rentals**

- Leases/rentals of less than 90 consecutive days are prohibited.
- Leases of 90 consecutive days or longer are permitted, provided the terms of the lease contain covenants obligating the unit owner's tenant to observe the rules set out by the Oyster Cove HOA Board and its Declaration and Bylaws as well as the Townhouse and Villa Declarations and Bylaws. It is the responsibility of the unit owner to provide a copy of the Rules & Regulations to his/her tenants.
- All leases must be submitted to the Management Company and Oyster Cove HOA Board of Directors for review and approval.

## **Memorials**

- A tree is the only memorial that may be given in memory of someone at Oyster Cove. Money collected for a memorial should include enough for the purchase and installation of the tree. The donor may request a type of tree and planting location, but the planting location and the final approval of the type of tree will be made by the HOA Board of Directors with the assistance of the Landscape Committee. No plaques or signage will be allowed.

## **Parking, Towing & Storage Fees**

- The following vehicles are specifically prohibited from parking anywhere on the property: jet skis/trailer, tractor-trailers, semi trailer, stake body truck, mobile homes, panel truck, step vans, campers, tow trucks, boats, trailers, farm tractors, farm implements, any vehicle not operational, any vehicle without current registration and plates, vehicles with work implements (i.e., ladders, pipes, construction materials, etc.) on or attached to the exterior, and open-bed pickup truck with exposed tools, supplies, debris, trash, etc. Commercial vehicle owners who are on the property to do repairs/construction are exempt but should park in the owner driveway or a designated parking spot.
- Vehicles should be parked between the parking space lines to accommodate as many vehicles as possible.
- No car or other object shall be parked for more than 30 consecutive days on the street or in a parking space (except in townhouse driveways or by the pool), without advance notification to the Property Manager.
- All vehicles must maintain a current motor vehicle registration and display current tag.
- Trailers are permitted in the community only for immediate loading and unloading. Storing them anywhere, including the overflow area around the pool is a violation of the rules and regulations. Trailers that are being stored on Oyster Cove property will be towed at the owner's expense; this includes boat trailers.
- Owners will be charged for all towing, storage and any other costs.
- Parking is prohibited on any common area except the designated parking spots (e.g., grass, landscaped area, areas/streets marked no parking).
- Parking in townhouse driveways is limited to owners, tenants and guests of that townhouse.
- Owners should be considerate and remember overflow-parking areas are designated for the specific townhouse or villa unit in that immediate area. Families with more than two vehicles are asked to park additional vehicles at the pool or tennis court areas (overflow parking areas). Townhouse unit owners who can park two or more vehicles in their driveway are asked to do so to free up the unreserved parking space in the overflow areas for units that cannot accommodate two vehicles.
- No guest or marina parking is allowed on the point from noon Friday to 5:00PM Sunday on May 20 – Sept. 10 weekends (or 5:00 PM Monday on holiday weekends). There is not enough parking for the owners on the point to each have 1 space.

## **Propane Tanks**

See ACC Pre-approved Guidelines for specifications on propane tanks for townhouses. Propane tanks are prohibited in the villas.

## **Riprap**

- The riprap around the community was put there to stop erosion. Do not throw the rocks into the bay or walk on it.
- People who walk on or across the riprap (e.g., fishing, kayaking) do so at their own risk and must take responsibility if any problems or injuries occur.

## **Satellite Dishes & Antennas**

See ACC Guidelines for specifications for satellite dishes and antennas. Any variation from the pre-approved guidelines requires a Form #6 be submitted to the ACC for review.

## **Security Entrance Gate**

- Owners wishing to enter the front gate when it is closed may use a clicker, press 0770 on the key pad or dial the last 4 digits of the phone number on the gate sign.
- Visitors desiring access at the front gate may scroll for the name of the person they wish to visit, punch in the 3 digit code, and then ask the owner to press “9” which opens the gate.
- The gate opens at approximately 6:00 AM and closes after dark.
- Remote controls can be purchased from the Property Manager at cost of \$25 at the time of this printing. The remote will operate the gate even if the keypad is nonfunctional.
- New unit owners and new tenants must contact the Property Manager (410-827-0560) to add their last name and 3-digit code to the entrance gate directory.
- Anyone responsible for breaking the gate will be billed for the cost of repairing the gate and possibly fined. All vehicles entering or exiting the property are recorded on videotape.

## **Siding Attachments**

- Unit owners are ONLY permitted to install on the vinyl siding those items approved by Oyster Cove Homeowners Association. Installation of approved objects will be by means of a non-corrosive hook glued to the siding with an exterior construction grade adhesive soluble in acetone. Installed objects are limited to a weight that can be supported by the above attachment means. No penetration of the siding, trim or roof by any nail or screw-like objects is permitted. The only exception to this prohibition concerns satellite dish installation.
- Wall attachments, including, but not limited to, clocks, thermometers, bells, planters, shelves, and speakers are not permitted on the exterior walls of a unit, except as noted:
  - An attachment to the parking side entrance door, such as a floral or welcome wreath/craft; should not be larger than approximately 18 inches by 18 inches.
  - An intercom of not larger than 8 inches by 8 inches may be installed adjacent to the front entrance door. Color should be white or gray.

## **Signs**

- No signs of any character shall be erected, posted, or displayed upon, in or about the property without prior approval of the HOA Board of Directors or a duly appointed committee and only if permitted by local ordinances (Article IX, Section 3, paragraph (k) of the HOA Declarations).
- No notices may be posted on mailboxes.
- No signs may be displayed on boats, vehicles or other personal property.

Signs of any type shall not be permitted on the exterior of a unit, within a unit if visible from the exterior or on the common element, except as noted:

- Only notices approved by the HOA may be posted on the guardhouse or near the entrance.
- A single security system decal, no larger than 4 inches by 6 inches, may be attached to the inside glass in the front as well as the back of the Unit.
- “For Sale”, “For Rent”, "For Sale by Owner" or “Open House” signs are allowed along Oyster Cove Drive or on common elements on Saturday, Sunday and holiday Mondays from noon to 5PM. If using more than one sign along Oyster Cove Drive they must be spaced as far apart as possible.
- “For Sale”, “For Rent” and "For Sale by Owner" signs may be displayed in the door or window of a unit on weekends and holiday Mondays only.
- Real Estate signs may not be put in the flowerbeds by the gatehouse.
- One sign per real estate agent may be put in the grass outside the gate on Route 18 on Saturday, Sunday and Holiday Mondays from noon to 5PM.
- One brochure box may be put in the grass outside the gate on Route 18 on Saturday, Sunday and Holiday Mondays from noon to 5PM for each unit for sale or rent.

### **Steps (water side)**

- A villa building may add new steps to the water side of the building if the design is recommended by the ACC and approved by the HOA Board. A Form #6 must be submitted to the ACC from all owners who will be adding steps.
- The design matches current steps in the neighboring villas.
- All first floor villa owners or mirror image units (e.g., both end units) in that building agree in writing to install the approved design.
- All expenses are paid for by the unit owners.
- Installation on all units is to be completed within 60 days from the date the project is approved.

### **Sound & Excessive Noise**

- Excess noise is not allowed at any time.
- Due to the close proximity in which we live, respect and consideration for our neighbors is of paramount importance. Some of the ways we can assure pleasant community living is to keep the volume of stereos, televisions, and other audio equipment at a conversational level.
- Treadmills, clothes washers and dryers should not be operated in Villas after 9:00 PM. and before 9:00 AM. Entrance doors, cabinet doors and sliding glass doors should be closed gently.
- Dogs should be kept from disturbing neighbors.
- Sailboat halyards should be tied to prevent noise on windy days.

### **Special Events**

- Parties and events using tables, tents, cooking equipment, etc. on common elements must be pre-approved by the HOA.
- No garage or yard sales are allowed. The HOA may choose to host a community yard sale.

### **Speed Limit**

- 15 miles per hour is the designated speed for vehicular traffic throughout Oyster Cove.

### **Waterfowl/Wildfowl Feeding**

- Placing food for waterfowl/wildfowl on the common elements is strictly prohibited. Throwing food into the water while standing on the riprap is permitted, but discouraged, since the Department of Natural Resources (DNR) does not recommend feeding waterfowl and wildfowl.
- Storage of any seed or food is likewise strictly prohibited throughout the common grounds and in or around the grounds of any villa or townhouse building.
- If seed or food is stored on the deck it must be in a closed, rodent proof container.

## **BOAT BASIN RULES & REGULATIONS**

Please consult the Declaration and Bylaws and the 1997 Boat Basin Rules for a full description of this Condominium and its rules. Listed below is a condensed version of the major boat basin rules and regulations in effect. More information is available in the original documents.

### **Marina General Rules**

- No boat lifts, PWC lift devices, platforms or floating docks of any kind are permitted to be installed or moored anywhere within the Condominium.
- Fishing and crabbing with nets/hand held lines is permitted from docks by owners and their accompanied guests however nets and rods may not be left unattended.

- Children under age of 14 are not permitted on the docks unless accompanied by an adult owner or registered tenant/lease holder.
- Only foot traffic is allowed on piers.
- Boats may only be berthed in slips approved by Queen Anne's County.
- Crab pots are permitted in the owner's slip. They are prohibited on any dock areas outside of an owner's slip, including the floating and dinghy docks. To place crab pots in slips other than your own, you must have that owner's approval. No crab pots are allowed along the channel bulkhead and rip-rap.
- Boats should be moored so as to not contact finger piers.
- Sailboat masts lines and hardware must be secured so as not to present a noise nuisance to other residents.
- Every boat must be registered annually with the Boat Basin Board, indicating basic boat information, owner contact information and attesting to insurance coverage of at least \$500,000 liability coverage.
- A second boat/dinghy may be positioned /secured behind the primary boat in a slip.
- No major boat repair may be conducted within the marinas, including at the floating dock.
- Additions or alterations to pilings and/or docks are not permitted without prior board approval. The Board will consider requests in accordance with the Bylaws.
- Cutting pilings or piers is prohibited.
- Finger piers and piers may not be covered with mats, etc.
- The No Wake rule applies throughout both marina channels.
- Boats may not extend beyond the slip. Any deviation from this will be at the discretion of the board and must be approved in writing.
- Unit owners may lease their slips for periods of not less than 90 days. Owners may lease their slips only to unit owners or tenant in the Townhouse or Villa Condominium. (See Article X, Use Restrictions, Section I (a) of the Bylaws.)
- Storage boxes are permitted on the Piers A-B-C, Docks D-E and the bulkhead. Contact boat basin condominium board for specifications. All storage boxes must comply with the Boat Basin Board specifications.
- Heads may not be discharged overboard anywhere in the Chesapeake Bay or its tributaries, including our marinas. A private pump out station is available at each marina.
- Living aboard vessels is not permitted. However, occasional overnight stays by slip owners and their bona fide guests are permitted.
- Loud or excessive noise, including TV's and stereo equipment is not permitted.
- Use of the seawall and the restricted entrance channel for mooring, docking, launching boats, jet skiing, swimming, etc. is prohibited.
- Swimming in the channel and/or marina is strictly prohibited.
- Hurricane suggestions may be obtained from the Boat Basin Board or Property Manager. See Hurricane Planning in the Oyster Cove Resident Information Packet

### **General Maintenance**

- No alterations or additions to Boat Basin slips or other common elements may be made without written approval from the Boat Basin Board and a recommendation from the Architectural Control Committee (ACC).
- Hoses must be clean and serviceable.
- Hose coils/reels are recommended and should be mounted on the main or finger pier.
- Only a single cheat line is allowed on either side of the slip. Lines should be kept in good condition. Lines are to be secured to pilings and excess line wrapped around the piling or cleat. Lines should be sufficient for the size of your boat.
- Line caddies may be installed on pilings or piers, but must be within the slip.
- Safety ladders are permitted and can be installed at owner's expense; however they must have the approval of the Boat Basin Board. They must be built to the specifications of the Boat Basin Board. Contact the board for specifications.
- Upgrade of electrical service is permitted.



- Electrical power cables may be wrapped around pilings.
- Adding, moving or removing cleats requires Boat Basin Board approval.

### **Dinghy/Tender Dock**

- Dinghy/tenders must be 12 feet or under in length and intended to be carried on or towed by a larger boat.
- All storage requests must be submitted on Form #1 Dinghy Dock Reservations with the \$50 fee.
- Prior to mooring at the dinghy/tender dock the owner must have received authorization and paid the user fee.
- Dinghies/tenders that become swamped must be removed immediately and at owner's expense.
- The dock is closed between November 1 and April 1 annually.
- The platform at the end of the dinghy dock is for use by kayakers to get out of their kayak.

### **Floating Dock**

- The floating dock in Marina 1 is available for use by all slip owners for loading/unloading and washing boats, especially hulls. As we have 115 owners and only one floating dock, use of the floating dock is limited to two hours or less on weekends and holidays.

### **Guest Slips**

- There are four overnight boat slips available for bona fide guests of slip owners. Arrangements for their use must be made with the Property Manager prior to their use. The Property Manager will request a \$15 nightly fee and the completion of Form #3. A sticker will be issued to display on the guests' boat. Guests may not stay more than 3 nights.
- Owners must provide the dates, boat name, and registration and state that the vessel meets the Oyster Cove liability insurance limits of at least \$500,000.
- Owners are responsible for their guests conduct and compliance with the Boat Basin and HOA declarations, bylaws, covenants and rules.

### **Kayak/Small Water Craft**

Every kayak, canoe or surf boat owner shall be required to sign acknowledgment of these rules before using the marina facilities for launching and disembarking kayaks. There is a \$25 annual usage fee for non-slip owners. See Form #5 License Agreement Between Kayaker and Boat Basin. To request a kayak rack spot please use Form #12 Kayak Rack Reservation form. Only kayak, canoe or surf boat owners who have paid for a slot on the kayak rack may use the Marina I docks.

- The donning of life jackets shall be mandatory while launching and disembarking kayaks, canoes or surf boats and while paddling in and out of the marina and channel areas.
- Launching of kayaks, canoes or surf boats should only take place between sunrise and sunset unless proper lighting is shown.
- No one under age 13 should be on the dock launching or retrieving a kayak, canoe or surf boat unless accompanied by an adult.
- While on the dock, launching or retrieving, kayakers, canoes or surf boats owners must make way for power or sail boats moving to use the floating dock. Boats have priority.
- Kayakers, canoes or surf boats owners must yield to power and sailboats when maneuvering in the Marina 1 channel.
- When entering or exiting the Marina 1 channel, kayakers, canoes or surf boats owners will stay on marshy side of the main channel when boats (power and sail) are present in the channel.
- Kayak, canoe or surf boat owners may be on the floating dock only during loading and unloading and not for more than 15 minutes at a time.
- Kayakers, canoes or surf boats owners will make every effort to avoid blocking the parking lot and roadway for periods beyond loading and unloading kayaks.
- Only kayaks, canoes or surf boats will be stored on the racks and will be placed in a neat manner.
- Non-slip owner dock usage fees are due May 1 and are effective until April 30 of the next year.

## **Lease & Sale Agreements**

- Owners may only rent or sell their boat slip to other Oyster Cove unit owners.
- Copies of rental leases should be given to the Property Manager along with Form #10 Contact Information.
- A sample lease agreement is provided – See Form #4 Boat Slip Lease Agreement

## **Winter Rules**

- All items within a slip must be removed by November 1 except boats that are remaining for the winter, bumpers, fenders and/or padding.
- Boats remaining in slips during the winter must be kept in good condition. Shrink wrapping is prohibited.
- Water will be shut off November 15 to March 15 annually.
- Bubblers may be used during the winter.

## **TOWNHOUSE & VILLA RULES & REGULATIONS**

### **Architectural Control Committee**

#### ***Townhouses***

- ACC approval is not required for changes to the interior of townhouses.
- See ACC Pre-approved Guidelines and/or rules below for making changes to the exterior of a unit.

#### ***Villas***

- No alterations or additions (e.g., moving walls) to the interior of a unit may be made without written approval from the Villa Board of Directors or by their Villa Architectural Standards Committee (ASC).
- No hot tubs are allowed.
- See ACC Pre-approved Guidelines and/or rules below for making changes to the exterior of a unit.

### **Dogs**

- Villa owners may have 1 dog. The adult dog may not weigh more than 40 pounds. See HOA Animal and Pet Control Section for more details.

### **Decks & Deck Railing**

#### ***Townhouses***

- The Townhouse Board will maintain the decks and railings including sealing the decks. Unit owners are encouraged to keep their decks and railings clean by using a water hose and soap and water. High pressure power washing of the decks by owners is not permitted. No staining of the decks is allowed.
- No item may be placed on, attached, or hung from any of the top railings. Flag holders are an exception and may be attached to top wooden deck railings. See HOA Flags Section for approved installation locations.
- No torches may be used or attached to the railings.
- Hot tubs and saunas are not permitted on decks due to considerations of noise, weight, and dispersal of chlorinated water.

### **Doors/Sliders/Windows**

See ACC Pre-approved Guidelines for approved specifications.

### **Firewood**

#### ***Townhouses***



- Firewood may be stored on townhouse driveways from October 1 to April 15. Wood must be neatly stacked. Homeowners with a garage may stack firewood between the garage and the unit.
- For owner's convenience, a maximum of 15 pieces of firewood may be stored on decks. Unit owners are responsible for removing all firewood from the property from April 16 to September 30.

### ***Villas***

- Firewood may be stored on villa decks. The carpet must be protected by placing a plastic runner between the carpet and the wood. Wood must be neatly stacked.
- No wood may be stored on the front door common areas due to termite risk and fire hazard.

### **Floors**

#### ***Villas***

- Hardwood floors or tile floors are permitted anywhere in first floor villas; however, hardwood and/or tile floors are permitted only in the kitchen, baths and foyers of the second and third floor villas.
- If the second and third floor villas have tile or hardwood floors on the hallways, living room, dining room, family room or bedroom, the areas that are walked on must have an area rug or carpet.

### **Grills**

Two community grills and a picnic table are located next to the tennis courts. One gas grill is located on the south deck of the clubhouse. This grill is for use at the clubhouse only.

#### ***Townhouses***

- Townhouses are permitted to have gas or electric grills on their decks. When using gas grills please be considerate of your neighbors in adjoining townhouses and position grills away from open windows and doors. Charcoal and other grills are not allowed.

#### ***Villas***

- Only electric grills are permitted on villa decks. Open flame cooking devices are prohibited. This includes the use of charcoal, propane and other flammable fuels.

### **Heat Pump**

#### ***Townhouses & Villas***

- See ACC Guidelines for approved heat pump specifications.
- Any variation to the pre-approved requirements must be submitted to the ACC for review.
- All Villa heat pumps must be serviced regularly, especially the condensate drains.

### **Mailboxes**

#### ***Townhouses and Villas***

- Replacement and repair of mailboxes and locks is the responsibility of the villa or townhouse board unless the owner loses the key. Replacing a lock because of a lost key is the responsibility of the owner. The owner must request a new lock and key from the Manager and pay for the installation.

### **Storage Rooms**

#### ***Villas***

- Owners are prohibited by fire regulations from storing items in the 2<sup>nd</sup> floor fire alarm room or in the elevator mechanical rooms. Usage, alteration, or the storage of materials in the common area in the 3<sup>rd</sup> floor attic space of the villas is strictly prohibited by code, fire insurance, and the condominium documents.
- Second and third floor Villa residents are reminded that only bikes, wheelchairs, strollers and handicap aids are to be stored in these trash rooms.

## **Trash Containers & Trash Removal**

### ***Townhouses***

- Trash and garbage containers shall not be permitted to remain in public view except within locations and during times designated by the Board of Directors. (See Article IX, Section 3, paragraph (g) of the HOA Declaration.)
- Trash may only be set out by Townhouse owners/tenants the evening prior to the next day's pick-up, (i.e., Wednesday and Sunday evenings for trash pick-up on Thursdays and Mondays). Villas may put their trash in the trash room at any time. Following pickup, trashcans are to be returned to their storage areas.
- All Townhouse trash, when being placed at the curb, must be in a locked trash container or a sealed bag. Boxes must be flattened or filled with heavy items. Put nothing at the curb that can blow around the property.
- Townhouse owners/tenants without garages should keep their trash in the specially designed trash container located on the exterior of the unit. The trash receptacle for end unit owners is located on the side of the unit; interior unit owners can have their receptacle near their front porch. The 1001-1011 units may keep their trash can in the alcove by their garages. The remaining Townhouse owners/tenants with garages should keep their trash cans in the garage.

### ***Villas***

- Villa owners will place trash in the first floor receptacles.
- Second and third floor Villa residents are reminded that only bikes, wheelchairs, strollers and handicap aids are to be stored in these trash rooms.

## **Treadmills, Washer/Dryers & Water Heaters**

### ***Villas***

- All treadmills and washer/dryers on the second and third floors may only be used between 9 AM and 9 PM.

## **Water Heaters**

### ***Villas***

- When replaced villa water heaters must have a water catch pan under them.

## **Water Spigots**

### ***Townhouses***

- Outside spigots must be shut off and the water drained by November 15 and may be turned on when danger of freezing has passed. Damage caused by not complying with this rule is the responsibility of the unit owner.

# GENERAL INFORMATION

## Bay Bridge Commuting

You can purchase EZ Passes at the Maryland Transportation Authority, which is the first building on your right as you exit the westbound span of the bridge. (Normal round-trip fare is \$2.50)

Special Shoppers' stickers (for use Sunday through Thursday) can be added to your EZ Pass. You get charged \$10 for 10 - \$1 bridge crossings. The 10 passes must be used within 6 six months from date of purchase. At the end of 6 months another \$10 for 10 crossings are credited to your EZ Pass account. Any of the 10 - \$1 tickets not used within 6 months are lost.

## Emergency Numbers

- Fire and Rescue, Local Police & Ambulance Dial 911
- Queen Anne's Co. Sheriff's Office 410-758-0770
- Poison Control 800-492-2414
- Animal Control 410-758-2393
- U.S. Coast Guard (Baltimore) 410-576-2520
- State Police 410- 758-1101

## Golf Courses

- Blue Heron Golf Course, Kent Island 410-643-5721
- Hog Neck Golf Course, Easton 410-822-6079
- Queenstown Harbor Golf links 410- 827-6611

## Hospitals

In addition to the hospitals located in the Greater Baltimore-Washington Area, there are three local hospitals within 30-60 minutes driving time from our community.

**Anne Arundel Medical Center**  
Jennifer Rd & Medical Parkway  
Annapolis, MD 21401  
410-267-1000

410-778-3300

**Chester River Hospital Center**  
100 Brown Street  
Chestertown, MD 21620

**Memorial Hospital at Easton**  
219 Washington Street  
Easton, MD 21601  
410-822-1000

## Insurance

If your Mortgage Company is requesting a copy of Oyster Cove's Flood Insurance Policy – please send the documentation that you have received from your Mortgage Company to: V.W. Brown Insurance Agency, Attention: Amy Garrison or Jessica Lewis, e-mail: [agarrison@vwbrown.com](mailto:agarrison@vwbrown.com) or [jlewis@vwbrown.com](mailto:jlewis@vwbrown.com) or Fax: 301.907.9176. Also for your future convenience, you may contact your Mortgage Company and give them the above information for V. W Brown and the mortgage company next year will contact VW Brown directly for verification of flood insurance rather than request the information from you. Please contact Oyster Cove's Insurers directly for them to process this information.

Villas Master Policy and Flood Insurance: VW Brown Insurance Service, LLC, 4827 Rugby Avenue, Suite 300, Bethesda, MD 20814 T: 301-652-5320 F: 301-907-9176

Townhouse Master Policy and Flood Insurance: VW Brown Insurance Service, LLC, 4827 Rugby Avenue, Suite 300, Bethesda, MD 20814 T: 301-652-5320 F: 301-907-9176

## Internet Services

Atlantic Broadband	1-800-559-1746
Verizon	410-954-6260

## Libraries

### **Kent Island Branch of the Queen Anne's County**

Route 18 Library Circle  
Stevensville, MD 21658  
410-643-8161

### **Annapolis (Anne Arundel County)**

1410 West Street  
Annapolis, MD 21401  
410-222-1750

### **Queen Anne's County Free Library**

121 S. Commerce Street  
Centreville, MD 21617  
410-758-0980

### **Talbot County Library**

100 W. Dover St  
Easton, MD 21601  
410-822-1626

## Marinas

- Lippincott 410-827-9300
- Mears Point 410-827-8888
- Piney Narrows 410-643-6600
- Skipjack Landing 410-643-2694
- Warehouse Creek 410-827-5500

## Post Office

There are three post office branches in our area. Grasonville is the closest and is the branch that delivers mail to Oyster Cove.

### **Grasonville**

4307 Main Street (Route 18)  
Grasonville, MD 21638  
410-827-7322  
M-F 8:30AM – 5:00 PM  
Sat. 9:00 – 11:00 AM

### **Chester**

1575 Postal Rd  
Chester, MD 21619  
410-643-6488  
M-F 8:30AM – 5:00 PM  
Sat. 8:30 AM – Noon

### **Stevensville**

399 Thompson Creek  
Stevensville, MD 21666  
410-643-5640  
M-F 8:30AM – 5:00 PM  
Sat. 9:00 AM - Noon

## Restaurants in the Area

208 Talbot	410-745-3838	St.Michaels	O,D&W
Annie's	410-827-7103	Kent Narrows	WV,D&W
Ava's Pizzeria & Wine Bar	410-745-3081	St. Michaels	D&W
Bartlett Pear Inn	410-770-3300	Easton	O
Bay Hundred	410-886-21226	Tilghman	WV,O,D&W
Bayard House	410-885-5040	Chesapeake City	WV,O
The BBQ Joint	410-690-3641	Easton	
Bella Luna	410-745-6100	Royal Oak	O
Big Bats	410-604-1120	Stevensville	O
Bistro Popular	410-228-4884	Cambridge	D&W
Bistro St. Michaels	410-745-9111	St. Michaels	O,D&W
Blue Heron	410-778-0188	Chestertown	D&W
Blue Point Provision Company @ Hyatt	410-901-6410	Cambridge	WV,O,D&W
Brique	443-262-8070	Centerville	
Bridges	410-827-0282	Kent Narrows	WV,O,D&W
Bridge	410-886-2330	Tilghman	WV,O,D&W
Brio Tuscan Grille	410-571-5660	Annapolis	
Brix Tapas	410-810-2749	Chestertown	O, D&W
Café Sado	410-604-1688	Chester	WV,O,D&W
Cantler's Riverside Inn	410- 757-1311	Annapolis	WV,O,D&W
Capriotti's	410-643-9993	Chester	
Carmine's	410-604-2123	Chester	
Carpaccio Tuscan Grille	410-268-6569	Annapolis	
Carroll's Creek	410-263-8102	Annapolis	WV,O
The Chop House	888-456-3463	Annapolis	
Chesapeake Inn	410-885-2040	Chesapeake City	WV
Clearview @ Horn's Point	410-221-0521	Cambridge	WV,O,D&W
The Crab Claw	410-745-2900	St.Michaels	WV,O,D&W
The Crab Deck	410-827-6666	Kent Narrows	WV,O,D&W
Crossfire Café	410-778-0871	Chestertown	D&W
Doc's Riverside Grille	410-758-1707	Centerville	O
The Fish Whistle	410-778-3566	Chestertown	WV,O, D&W
Front Room @ Imperial Hotel	410-778-5000	Chestertown	O, D&W
Fisherman's Inn	410-827-8807	Kent Narrows	WV, D&W
GiGi's Trattoria	410-221-0110	Cambridge	D&W
Foxy's Marina Bar	410-745-4340	St. Michaels	WV,O,D&W
Gordon Biersch	410-266-5965	Annapolis	
Harbor House	410-778-0669	Chestertown	WV
Harbor Shack	410-639-9996	Rock Hall	WV,O,D&W
Harris Crab House	410-827-9500	Kent Narrows	WV,O,D&W
Harrison's Chesapeake House	410-886-2134	Tilghman	WV,O,D&W
Harry's	410-482-6758	Greensboro/Denton	O
Hemingway's /Lola's Tropical Bar	410-643-2722	Stevensville	WV,O,D&W
Holly's	410-827-8711	Grasonville	
Hunter's Crab (carry out)	410-827-8923	Grasonville	
Hunter's Tavern @ Tidewater Inn	410-819-8088	Easton	
Irish Crab Waterside Pub	410-822-1201	Easton	WV,O<D&W
Jalapenos	410-266-7580	Annapolis	
The Jetty	410-827-4959	Kent Narrows	WV,O,D&W

Kent Manor Inn	410-643-7716	Stevensville	O,D&W
KentMoor	410-643-2263	Stevensville	WV, D&W
Kitty Knight House	410-648-5200	Georgetown	WV,O,D&W
La Piazza	410-827-9000	Grasonville	
Latitude 38	410-226-5303	Oxford	D&W
Ledo Pizza	410-643-7979	Stevensville	
Legal Spirits	410-820-0765	Easton	
Lily Pad Café	410-479-	Denton	O
Luke's Grill	410-643-9435	Chester	
Lulu's	410-778-6779	Chestertown	D&W
Market Street Public House	410-479-3100	Denton	D&W
Mason's	410-822-3204	Easton	O
Masthead @ Pier Street Marina	410-226-5171	Oxford	WV,O,D&W
Mike's	410-956-2784	Annapolis	WV,O,D&W
Mitchum's Café	410-476-3330	Trappe	
The Narrows	410-827-8113	Kent Narrows	WV
O'Connor's Pub	410-810-3338	Chestertown	O
Osprey Point	410-639-2194	Rock Hall	WV
Out of the Fire	410-770-4777	Easton	
Oxford Inn	410-226-5220	Oxford	WV,D&W
PF Changs	410-573-2190	Annapolis	
Pascal's Tavern	410-745-9131	St. Michaels	WV,O,D&W
Paul's	410-956-3410	Annapolis	WV,O,D&W
Peacock @ Inn at 202 Dover	410-819-8007	Easton	O
Pope's Tavern @ Oxford Inn	410-226-5220	Oxford	D&W
Portside	410-228-9007	Cambridge	WV,O,D&W
R's Americantina	410-643-7700	Stevensville	O
Rams Head	410-643-2466	Stevensville	O
Red Eye's Dock Bar	410-827-EYES	Grasonville	WV,O,D&W
Rupert's London Bar & Tea Room	410-745-9090	St. Michaels	D&W
Robert Morris Inn	410-226-5111	Oxford	D&W
Rustico	410-643-9444	Stevensville	O
St. Michaels Crab & Steakhouse	410-745-3737	St. Michaels	WV,O,D&W
Sandbar @ Rolph's Wharf Marina	410-778-6389	Chestertown	WV,O
Sauté (old Hillside Café)	410-758-6578	Centreville	
Schooner's	410-226-0160	Oxford	WV,O,D&W
Scossa	410-822-2202	Easton	O
Severn Inn	410-349-4000	Annapolis	WV,O,D&W
Sherwood's Landing @Inn at Perry Cabin	410-745-2200	St. Michaels	WV,D&W
Snappers Waterfront Café	410-228-0112	Cambridge	WV,O,D&W
Suicide Bridge	410-943-4689	Hurlock	
Swan Point Inn	410-639-2500	Rock Hall	
Tilghman Island Inn	410-886-2141	Tilghman	WV,O,D&W
Two Tree	410-928-5887	Millington	
Water's Edge Grill/Hyatt	410-901-6400	Cambridge	WV,O,D&W
Waterman's Crab House	410-639-2261	Rock Hall	WV,O,D&W
Washington Street Pub	410-822-9011	Easton	
The Wedge	410-770-3737	Easton	
Wild Orchid Café	410-268-8009	Annapolis	

WV= Water View; O=Outside Eating; D&W= Dock & Walk

SK 2010

## Newspapers

**The Baltimore Sun**  
Calvert & Center Streets  
Baltimore, MD  
800-829-8000

**The Bay Times (Weekly, Wed. Only)**  
1101 Butterworth Court, Suite 100  
Stevensville, MD 21666  
410-770-4005

**The Capital**  
2000 Capital Dr  
Annapolis, MD 21401  
410-268-4800

**Star Democrat**  
P.O. Box 600  
Easton, MD 21601  
410-770-4005

**The Washington Post**  
1150 15<sup>th</sup> St, NW  
Washington, D.C. 20071  
202-334-6100

**The Washington Times**  
3600 New York Ave. NE  
Washington, DC 20002  
202-636-3333/800-277-8500

## Transportation

- Annapolis Transit provides a commuter shuttle from Kent Island Park & Ride to Annapolis. 410-263-7964
- Maryland Mass Transit Administration operates bus routes from Kent Island-Annapolis-Washington and Baltimore using Dillon buses. Pick up is under the Kent Narrows bridge and in the parking lot across from Kmart. 800-543-9809
- Kent Island Coach. 410-827-9522

## Utilities

- Television Services: Atlantic Broadband is our cable provider. 800-559-1746. Direct TV 800-206-7933 or Dish Network 800-206-8113
- Telephone: Verizon 410-228-0092
- Electric: Delmarva Power 800-375-7117
- Water & Sewer: Queen Anne's County Sanitary District office at 410-643-3535/410-758-2574.
- Dump: Waste disposal tickets for the dump are available at Acme and True Value hardware. The landfill is located in Grasonville.
- Hazardous waste can be disposed of on designated dates and locations. For future dates and locations check [www.qac.org](http://www.qac.org).

They will accept: gasoline, gas/oil mixes, fuels, acids, cleaners, solvents, automotive fluids, bleach, ammonia, pool chemicals, dark room chemicals, pesticides, painting products, and solidified latex.

They will NOT accept: explosives, ammunition (contact Fire Marshall - (410) 822-7609), medical waste, radioactive materials, picric acid (Don't transport - call MDE at 866-633-4686 or HazMat Co.), compressed gas cylinders (propane, refrigerant, etc.), asbestos, and smoke detectors



## Oyster Cove Homeowners Association & Condominium Usage & Privacy Policy

The Oyster Cove Homeowners Association (HOA) and the Boat Basin, Townhouse and Villa Condominiums (Condominiums) are committed to protecting the privacy of its owners and renters. The HOA and Condominiums recognize the interest of its owners and renters and the confidentiality of their personal information. The HOA and Condominiums only maintains personal information that is relevant to HOA and the Condominiums activities and seeks to maintain accurate, complete, and timely information.

The security of personal information is important to the HOA and Condominiums. The HOA and Condominiums maintain all personal data with technical, administrative, and physical safeguards to protect against loss, unauthorized access, destruction, misuse, modification, and improper disclosure. No computer system or information can ever be fully protected against every possible hazard. The HOA and Condominiums provide reasonable and appropriate security controls to protect personal information against foreseeable hazards.

The HOA and Condominiums maintain member databases that contain mailing information. Victory Management maintains the billing information. The information in these databases is used by authorized staff members to communicate with owners. Member records are maintained as long as an individual is an Oyster Cove owner.

All personally identifiable information contained in the HOA and Condominiums databases is treated as confidential and will be used only for the purposes stated in this policy, except where required by law.

Just like any other record keeper, the HOA or Condominiums may be required to disclose personal information in response to valid legal process. This includes a search warrant, subpoena, or court order. Disclosures may also be appropriate to protect the HOA's or Condominiums' legal rights or during emergencies if physical safety is believed to be at risk. These disclosures are possible although unlikely.

Personal data about the Oyster Cove owners may, from time to time, be collected or shared with outside contractors, auditors, consultants, and others hired by Victory Management to assist in carrying out financial or operational activities. Victory Management informs recipients about safeguarding personal information, and requires them to use it only for an authorized purpose consistent with this privacy policy, and to return it or destroy it upon completion of the activity.

The Oyster Cove owners and renters may correct and update their contact information by sending an email to [oystercove@verizon.net](mailto:oystercove@verizon.net) or by mailing the information to 501 Oyster Cove Drive, Grasonville, MD 21638. The property manager can be reached at 410-827-0560.

### Email Policies

The HOA and Condominiums do not sell, rent, or exchange email addresses of its owners and renters. The HOA and Condominiums do include email addresses in the Directory provided to owners and renters, but does not approve of unauthorized uses. However, the Board cannot be held responsible for mis-use of this list by residents. The HOA and Condominiums use email addresses to send the following:

1. Announcements & Minutes - messages that help to service owners including answers to owner questions.
2. Monthly OC Update - announcements about Oyster Cove happenings that the HOA believes to be of importance to owners.
3. Occasional special emails – messages will be sent to owners about a particular project or happening such as elections.
4. Membership meetings – messages will be emailed to announcement community and board meetings.
5. Forms – forms may be emailed for owners use.

Email distribution lists targeted at Oyster Cove owners can only be created by the property manager or designated person with the approval of the HOA president or secretary. All of the Oyster Cove created and supported email distribution lists have "unsubscribe" instructions.



### **Postal Mail Policies**

The HOA or Condominiums never sell, rent or distribute the mailing list addresses. Mailing addresses are included in the Directory that is provided to owners and the Board strongly discourages any commercial or other unauthorized reuse of the list. Information is sent by regular mail if no email address is known.

The mailing list is used for the following purposes.

1. Election information – Call for Nomination and ballots are mailed to all owners.
2. Membership & Board Meetings – dates and times will be mailed to owners without email addresses on file.
3. Minutes, OC Updates, Reports, Forms & Special Announcements – these documents are mailed to anyone without an email address.

### **Online & Print Directory**

The Directory was created to identify Oyster Cove owners and renters. A printed Directory is given to Oyster Cove owners and renters annually. Members can search the Directory for owners by name or unit number to obtain contact information.

By default, each owners' or renters' name, street address, city, state or province, country, phone numbers, email addresses and boat slip number are included in the Directory. Members can remove personal information from the Directory or add information by sending an email to [oystercove@verizon.net](mailto:oystercove@verizon.net) or mailing it to 501 Oyster Cove Dr., Grasonville, MD 21638.

The Directory should not be used for the unsolicited promotion of products and/or services. In order to prevent the harvesting of the online Directory information owners are provided a password.

### **Oyster Cove Web Site (No website exists at this time.)**

This policy applies to the Oyster Cove Website. Oyster Cove does not log the identity of visitors. A password is required in Oyster Cove restricted areas such as the Directory and Minutes.

On some pages of our site we allow individuals to submit information for the purposes of requesting information, completing forms or updating their contact information. Information collected on these pages will be used in accordance with the Oyster Cove Privacy Policy.

Some portions of the Oyster Cove Web site are password protected. The password is provided to all owners and renters. The password and protected areas of the web site should not be shared with non-Oyster Cove individuals or businesses.

Information provided in the process of creating or using the Web Site is used in accordance with the Oyster Cove Usage & Privacy Policy.

### **Questions/Comments:**

If you have any questions or comments on the above policy please direct them to [oystercove@verizon.net](mailto:oystercove@verizon.net) or call 410-827-0560.

## Preparing For an Emergency

**One thing about the terrible news in Haiti, it should remind each of US to be prepared. This is a good time to re-assess.** Being prepared is not just about an earthquake or hurricane. It is also about a dirty bomb (i.e., the news is telling you the wind is blowing radiation toward your community), tornados (down trees and closed roads), flooding (rising water), freezing temperatures (no electric), etc., etc, etc.

### How are your emergency supplies organized:

- Some of it should be in a "get-away bag", ready to leave IMMEDIATELY.
- In a perfect world, some of it should be sealed into a couple of 33 gallon drums (thoroughly cleaned first). These should survive the collapse of a normal garage, etc.

**Do you have an emergency plan? If there is a disaster and you must evacuate the city but your spouse is across town, do you have a pre-identified place you can meet? (No, your cell phone will not work!)**

- Local maps marked with meeting locations.
- At least a half-tank of gas at all times.
- A gas can (empty).
- A siphon to get gas from one vehicle into another or into the gas can.

### Do you have at least the minimum Emergency Supplies?

- Water - one gallon of water per person per day for at least three days, for drinking and sanitation. Ideally you should also have a water sterilization kit (available on the internet).
- Food - at least a three-day supply of non-perishable food; pet food too.
- A week of your essential medical prescriptions.
- Battery-powered or hand crank radio.
- Flashlight & Extra batteries.
- First aid kit with a whistle to signal for help.
- Dust masks - to help filter contaminated air and plastic sheeting and duct tape to shelter-in-place
- Moist toweletts, garbage bags and plastic ties for personal sanitation
- Wrench or pliers to turn off utilities
- Can opener for food (if kit contains canned food)
- Cell phone with charger
- Cash
- Sleeping bag or warm blanket for each person. Consider additional bedding if you live in a cold-weather climate
- Matches in a waterproof container.

### Other things to consider:

- Important family documents such as copies of insurance policies, identification and bank account records in a waterproof container.
- Change of clothing, including a long sleeved shirt, long pants and sturdy shoes. Consider additional clothing if you live in a cold-weather climate.
- Mosquito/insect repellent and fire extinguisher.
- A NOAA radio to monitor weather, battery-powered or hand crank.
- Household chlorine bleach and medicine dropper. Bleach can be used as a disinfectant. Or in an emergency, you can use it to treat water by using 16 drops of regular household liquid bleach per gallon of water. Do not use scented, color safe or bleaches with added cleaners.
- Feminine supplies and personal hygiene items.
- Mess kits, paper cups, plates and plastic utensils, paper towels, paper and pencil.
- Books, games, puzzles or other activities for children.

# Hurricane Planning

## 1. Prepare for High Winds

- *Remove or secure all items on porches/decks (furniture, plants, ornamental objects, barbecue grills, etc)*
- *Remove or secure trash bins*
- *Remove diseased or damaged tree limbs and branches*
- *Strengthen garage doors and unreinforced masonry*
- *Put masking tape or duck tape in a criss-cross pattern across all windows and doors*
- *Or put plywood across all windows and doors (Be cautious where screws are placed because you will need to fill these holes after the plywood is removed. Place screws 18" apart.)*
- *Add extra lines to boats; secure or haul boats in marina; secure or remove boat boxes, secure inside contents.*

## 2. Prepare a Personal Evacuation Plan

- *Transportation:*
  - Keep car filled with gas
  - Prepare "Go Bag" (stowed in the car) with food, water, clothing, first aid supplies, blankets, pillows, maps, coins for tolls, list of essential phone numbers, flashlights & batteries, list of emergency radio channels
  - Listen to channel 16 for designated area high school where the Red Cross will provide assistance
  - Take medications and clothes to the high school; NO pets
- *Shelter:*
  - Choose several places and make contact with them now (friend, relative's home in another town, a motel or shelter)
  - List locations of community shelters (check American Red Cross of the Delmarva Peninsula: Telephone: 302-656-6620 or website: <http://www.redcrossdelmarva.org>)
  - Listen to local media broadcasts or NOAA Weather Radio for the latest storm conditions
  - If advised to evacuate, do so immediately

## 3. Assemble a Family Disaster Supplies Kit (see attached for detailed list)

- *Food* (nonperishable food, non-electric can opener)
- *Water* (bottled, at least 3 gals/person)
- *Protection from the elements* (rain gear, blankets, plastic bags, etc.)
- *Essential special care items* (extra eyeglasses, prescription medications, hearing aids and batteries, etc.)
- *Equipment* (battery powered radio, flashlight and extra batteries)
- *Important documents* (financial, wills, cash, insurance papers, photos, household inventory, birth certificates, social security cards, licenses, credit cards with phone numbers)
- *Clothes* (extra for all members of family)
- *Pets* (food, bedding, leash, plastic waste bags) (Note: No pets allowed in Red Cross Shelters)
- *Children* (child care equipment, infant feeding supplies, other)
- *Elderly, Disabled or Ill Family Members* (assistive devices, medications, etc.)

## 4. Establish Key Contact Communication Plans:

- *Key Contacts in Your Family and Community:*

- Your Family: Members of immediate family, distant relatives who will be worried
  - Your Building: Neighbors, Townhouse/Villa Board President
  - Oyster Cove Community: HOA Board, Townhouse/Villa Board President
- *What Is a Family Communication Plan?*
    - A list of key family contacts, all their telephone numbers, their home and office addresses, and their email address
    - A central contact that is distant from the hurricane area and thus a stable contact point. (unlikely to experience power or telephone problems or possible need to evacuate)
    - A discussion with your central contact person (and appropriate others) about where you plan to be during the hurricane, where you will go if you need to evacuate, and how and when you will check in with them (via the central contact person)
  - *What is a Community Contact Plan*
    - A list (including phone numbers and unit numbers) of all key contacts in Oyster Cove and in your building, including your neighbors, Townhouse/Villa Board President, and HOA Board Members)
    - A list of emergency numbers for local Fire, Rescue, and Hospital
    - A list (including phone numbers and unit numbers) of those who are particularly vulnerable during the event, including those who are disabled, elderly, ill, and/or living alone, caring for children, who may need assistance during the hurricane
    - A plan for congregating and assisting one another, such as assembling and making use of the clubhouse facilitates, and generating a list of community members with special skills that might be useful during the event (construction, medical, ham radio, etc.)
  - *Essential Equipment:*
    - Cell phone (keep charged) and car adapter
    - Battery operated radio
    - List of key contact telephone numbers

All of Oyster Cove is a low area during a hurricane and therefore may be subject to high water. Residents are advised to clean out under their unit and to move their cars off the property during a hurricane.

# Hurricane Preparation Before & After the Storm: Slip Owners Checklist

## I. Before the Storm – Preparing the Boat

Many of these items will take time to complete. Please give yourself enough time ahead of the hurricane to complete each task.

- Secure double lines to all 6 locations – 2 bow cleats to pilings, 2 stern cleats to dock cleats and 2 midship cleats to middle pilings
- Add 1 line from starboard and port midship boat cleat to dock cleat at a 45 degree angle
- Lines tied to pilings should be secured so they cannot slip off the top of the piling in high water; water is apt to be higher than the dock
- Set chafe gear where lines will rub (chocks, crosslines, deck edge, dock edge etc.); unprotected lines chafe and will sever within minutes under hurricane conditions.
- Check lines to be sure boat is secure and that the bow/stern will not come up under dock or finger pier
- Be sure boat hardware is secure and can hold tremendous strain.
- Check openings to ensure boat is watertight including hatches, windows, etc.
- Reduce windage. Remove everything to reduce wind resistance: Biminis, antennas, deck-stowed anchors, sails, running rigging, booms, life rings, dinghies, flying bridge plastic windows, kayaks, and anything that will float out of the boat. Besides reducing windage, you eliminate the probability of these items being damaged or blown away.
- Shut off fuel tanks
- Charge batteries to full charge so bilge pump will work
- Leave auto bilge pump on; test to be sure it is working
- Turn off all electrical power except bilge pump
- Clear self-bailing cockpit drains
- Remove portable fuel and oil storage containers
- Lower antenna
- Secure halyards to reduce slapping and damage
- Remove ship papers – when wet they will turn to mush
- Remove hoses and empty dock boxes (they will leak)

### Tips

- Point bow toward least protected direction
- Make a list of items removed from the boat
- Storm lines should be at least as long as your boat
- Nylon line is well known for its ability to stretch under loads.
- Generally you should use 1/2-inch line on boats up to 25 feet, 5/8-inch line for boats 25 to 34 feet and 3/4 to one-inch line for larger boats.
- Tape all vents using duct tape and close seacocks (except those used for drainage)

- Boats can be stored ashore -- A study by MIT after Hurricane Gloria found that boats stored ashore were far less likely to sustain damage than those kept in the water. Be sure it is stored away from potential water surge locations.

## II. After the Storm

- Check boat for damage
- Check dock, pilings and finger piers for damage – inform Boat Basin Board if there are problems
- Check electrical hook ups for damage – inform Boat Basin Board if there are problems

## III. The Saffir/Simpson Scale

All hurricanes are dangerous, but some are more so than others. The way storm surge, wind and other factors combine determine a hurricane's destructive power. To make comparisons easier -- and to make the predicted hazards of approaching hurricanes clearer to emergency forces -- hurricane forecasters use a disaster potential scale that assigns storms to five categories. Category 1 is a minimum hurricane; Category 5 is the worst case. The criteria for each are shown below.

The Saffir/Simpson scale was developed by Herbert Saffir, a Florida consulting engineer, and Dr. Robert Simpson, a veteran hurricane hunter. Dr. Simpson was also responsible for much of today's technical information about hurricanes.

WIND SPEED - MPH/KNOTS	CATEGORY	CENTRAL PRESSURE: MILLIBARS	CENTRAL PRESSURE: INCHES	DAMAGE
74-95/64-83	1	980+	28.94+	Minimal
96-110/84-96	2	965-979	28.50-28.93	Moderate
111-130/97-113	3	945-964	27.91-28.49	Extensive
131-155/114-135	4	920-944	27.17-27.90	Extreme
155+/135+	5	-920	-27.17	Catastrophic

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# FORM #1 Kayak Rack Storage -- Ramp & Floating Dock Use – Dinghy Dock

Approved 2011

It's that time of year again to renew/register for a space on the Kayak Rack, for use of floating dock and ramp & for parking at the Dinghy Dock. Please note that by submitting this form and remitting payment you are agreeing to abide by the attached Kayak Rules. *Upon receipt of your completed application and payments, you will be advised by mail/email of your assigned rack number.* **Vessels that can be stored on the Kayak Rack include kayaks, canoes, and surf boats only.**

## Owner Information

Owner Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Unit Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

### Part 1 - Kayak Rack Storage (\$45 per rack slot per year –check to be made payable to Oyster Cove HOA)

**Description of Vessel:** *Please provide a brief description of the vessel that you will be storing on the Kayak Rack.*

Type: \_\_\_\_\_ Length: \_\_\_\_\_ Color: \_\_\_\_\_

Do you have a rack number now that you would like to continue to use? Yes No Rack # \_\_\_\_\_

Type: \_\_\_\_\_ Length: \_\_\_\_\_ Color: \_\_\_\_\_

Do you have a rack number now that you would like to continue to use? Yes No Rack # \_\_\_\_\_

### Part 2 – Ramp & Floating Dock

**Only non-boat slip owners need to pay this fee. Slip owners already have use of the ramp and floating dock. (\$25 per vessel – to be made payable to Boat Basin Association)**

**Description of Vessel:** *Please provide a brief description of the vessel that you will be using on the ramp.*

\_\_\_\_\_ Check here if description(s) is the same as the description(s) above. If not, please complete the following.

Type: \_\_\_\_\_ Length: \_\_\_\_\_ Color: \_\_\_\_\_

### Agreement:

I hereby acknowledge that I have seen, read and agree to abide by the Kayak Rules of Conduct. I agree to use only my assigned rack slot for storage of my vessel and I understand that oars, life jackets, etc. may not be stored on the Kayak Rack. I agree to be careful when using of the Kayak Dock. I understand that this registration must be renewed annually and that if I fail to remit payment as required, my kayak rack slot may be assigned to another and that my vessel will be removed by the Association. Agreed,

\_\_\_\_\_  
Owner's Signature

\_\_\_\_\_  
Date



### **Part 3 – Dinghy Dock**

**Owner must be a slip owner to apply. Spots are assigned on a first come, first serve basis.**

**(\$50 per vessel – to be made payable to Boat Basin Association)**

**Description of Vessel:** *Please provide a brief description of the vessel that you will be storing on the dinghy dock.*

\_\_\_\_\_ Check here if description(s) is the same as the description(s) above. If not, please complete the following.

Type: \_\_\_\_\_ Length: \_\_\_\_\_ Color: \_\_\_\_\_

#### **Agreement:**

I hereby acknowledge that I will adhere to the Boat Basin Dinghy Dock rules. I understand that my vessels must be under 12'; that if my vessel becomes swamped that it is my responsibility to remove it; that the platform at the end of the dinghy dock is for use by kayakers and should not be tied up to or blocked; and that the dinghy dock may only be used from April to November. I also understand that this registration must be renewed annually and that if I fail to remit payment as required, my dinghy dock slot may be assigned to another and that my vessel will be removed by the Association. I agree to prominently display a numbered tag to my vehicle which indicates that I have paid. Agreed,

\_\_\_\_\_  
Owner's Signature

\_\_\_\_\_  
Date

### **RULES OF CONDUCT WHEN STORING, PADDLING, LAUNCHING AND DISEMBARKING IN THE OYSTER COVE BOAT BASIN**

**Every member of the OC kayak community shall be required to sign acknowledgement of these rules before using the marina facilities for launching and disembarking kayaks or other vessels.**

1. When paddling in the Marina 1 channel, kayakers will stay to the marsh side of the main channel.
2. Kayakers must yield to power and sailboats when maneuvering in the Marina 1 channel.
3. Launching of kayaks should only take place between sunrise and sunset unless proper lighting is shown.
4. While on the floating dock, launching or retrieving, kayakers will quickly make way for power or sail boats moving to use the floating dock. Boats have priority.
5. Kayaks may be on the floating dock only during loading and unloading and not for more than 15 minutes at a time.
6. Kayakers will make every effort to avoid blocking the parking lot while loading and unloading kayaks.
7. No one under age 13 will be on the dock launching or retrieving a kayak unless accompanied by an adult.
8. The donning of life jackets shall be mandatory while launching and disembarking kayaks and while paddling in and out of the marina and channel areas.
9. Only registered vessels will be stored on the assigned rack space and must be kept in a neat manner.
10. No oars, life jackets, ropes or other accessory items shall **NOT** be stored in the kayak rack.
11. Kayakers who do not own or lease a boat slip are required to sign a "License Agreement" prior to using the floating dock.
12. Any continued disregard for these rules may result in revocation of the privilege to utilize the kayak rack or the marina facilities.
13. Kayaks, canoes, & windsurf boards may use the racks for storage.

## FORM #2 Boat Basin Registration/Certification Form

Approved 2011

Slip #: \_\_\_\_\_

Slip Owner: \_\_\_\_\_

Slip Owner Phone: (\_\_\_\_) \_\_\_\_\_

Slip Owner Email: \_\_\_\_\_

Is the Slip Rented: YES NO (circle one)

If YES – Name of Tenant: \_\_\_\_\_

Tenant Phone: (\_\_\_\_) \_\_\_\_\_

Tenant Email: \_\_\_\_\_

Name of Boat Occupying Slip: \_\_\_\_\_

Boat Owner: \_\_\_\_\_

Boat Registration /Documentation #: \_\_\_\_\_

Boat Type: Sail Power (circle one)

Boat Length: \_\_\_\_\_ Make/Model: \_\_\_\_\_

### **Certification**

I hereby certify the liability insurance carried on my boat is equal to or in excess of \$500,000 as required by Boat Basin covenants. Further, I agree that said minimum insurance will be renewed and maintained as long as aforementioned boat is on Boat Basin property. Further, I have read and will abide by all Boat Basin covenants, by-laws, and rules & regulations.

Signature Slip Owner: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Signature of Tenant (If Applicable): \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

***NOTE:*** Each slip owner is requested to provide emergency contact information so a placard may be installed at the foot of each slip containing owner contact information. Please complete Form #7 Emergency Contact Information.

## FORM #3 Marina Guest Slip Request Form

Approved May 2006

Guest boat slips may be requested by Oyster Cove slip owners. Guest slips may be used for a maximum of 3 days and owners will be charged \$15 a day. Upon approval of the use of a guest slip the owner will be given a sticker. The sticker must be displayed on the guest boat at all times. Submit request form to the Property Manager.

Boat Slip Owner \_\_\_\_\_

Phone(s) \_\_\_\_\_

Email \_\_\_\_\_

Unit number \_\_\_\_\_

Date(s) for Guest Slip Use \_\_\_\_\_

\*\*\*\*\*

For Board Use Only:

Approved by: \_\_\_\_\_

Date: \_\_\_\_\_

Fee Assessed: \_\_\_\_\_

# FORM #4 Boat Slip Lease Agreement

Approved 2011

This lease made this \_\_\_\_\_ day of \_\_\_\_\_ by and between \_\_\_\_\_,

Address \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ hereafter referred to as the Landlord, and \_\_\_\_\_,

Address \_\_\_\_\_ Oyster Cove Drive, Grasonville, MD 21638, hereafter referred to as Tenant.

**Witnesses:** That the Landlord leases to the Tenant and the Tenant leases from the Landlord, the premises/slip known as Marina # \_\_\_\_\_, Boat Slip # \_\_\_\_\_ in the Oyster Cove Boat Basin Condominium regime under the following terms and conditions.

**Length of Agreement:** \_\_\_\_\_ (*minimum of 3 months*) months beginning on \_\_\_\_\_ and ending on \_\_\_\_\_.

**Rent:** Total rent for the sum of \$ \_\_\_\_\_ shall be paid in full prior to the beginning date or paid in advance monthly installments of \$ \_\_\_\_\_.

**Electrical:** Tenant will be responsible for notifying the power company for power on and power off service requirements, giving the power company billing instructions and for promptly paying of such bills.

Tenant is responsible for any damage caused to the premises. Tenant agrees to observe the Oyster Cove Boat Basin Rules and all restrictions and conditions imposed by the Declaration of Covenants, the Bylaws and the Rules and Regulations of the Oyster Cove Boat Basin Condominium. A copy of the Boat Basin documents and Oyster Cove Resident Information Packet is available from Victory Management.

I hereby certify that the liability insurance carried on my boat \_\_\_\_\_ as required by the Boat Basin covenants.

Signature of Landlord: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Signature of Tenant: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

# FORM #5 License Agreement between Kayak, Canoe & Surf Boat and Boat Basin

Approved 2009

This License Agreement (License”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between Oyster Cove Boat Basin Condominium (hereinafter “Licensor”) having an address of 501 Oyster Cove Drive, Grasonville, MD 21638 and \_\_\_\_\_ (hereinafter “Licensee”) having an address of \_\_\_\_\_.

## RECITTALS

- A. Licensor is the owner of a boat marina in Queen Anne’s County, MD as set forth in the Declarations and Bylaws of the Oyster Cove Boat Basin Condominium recorded in the land records for Queen Anne’s County, MD at Liber 266, Folio et seq (Boat Marina”).
- B. Licensee is the owner of a unit within Oyster Cove Townhouse Condominium or Oyster Cove Villa Condominium located in Queen Anne’s County, MD.
- C. Licensee does not own a boat slip unit within the Oyster Cove Boat Basin Condominium but desires to utilize a portion of the Licensor’s property for the sole purpose of launching or disembarking a kayak or other small water craft.
- D. Licensor desires to permit Licensee to utilize the ramp and floating dock located within the Boat Marina for the sole purpose of launching or disembarking a kayak or other small water craft and to set forth in writing the terms and conditions of Licensee’s use of same.

## WITNESSETH

Licensor, for good and valuable consideration, and performance of the covenants and agreements hereinafter mentioned licenses to Licensee the right to utilize the ramp and floating dock with the Boat Marina (hereinafter “facilities”) on the following terms and conditions:

### 1. LICENSE

- 1.1. Licensor hereby grants to Licensee a revocable license to utilize the ramp and floating dock the sole purpose of launching or disembarking his/her kayak or other small water craft and Licensee hereby accepts such License.
- 1.2. In consideration for such grant, Licensee agrees to assume and to perform all of the Licensee’s duties contained in the License.
- 1.3. Licensee acknowledges and agrees that any right to use the facilities pursuant to any other agreement or understanding with Licensor, or any other person or entity, is superseded by the License.

### 2. TERM

The rights and obligations of the parties under this License shall be effective as of the date of execution of this License and shall immediately expire upon Licensor notifying Licensee of Licensor’s intent to terminate this License Agreement.

### 3. IMPROVEMENT/ DUTY TO NOTIFY

- 3.1. Licensee acknowledges and agrees that Licensee shall not construct any improvements in or on the facilities or Boat Marina, nor shall Licensee expand, modify, alter or otherwise change any improvements currently existing in the Boat Marina.
- 3.2. If Licensee notices a condition of the facilities or Boat Marina that may pose a risk to the Licensee or other users of the facilities, Licensee agrees to notify Licensor of the condition and to immediately cease utilizing the facilities until the condition has been addressed by the Licensor.

### 4. COMPLIANCE WITH LAWS

Licensee shall comply with all laws, orders, ordinances, rules, regulations or requirements of any governmental authority having jurisdiction over the facilities and Boat Marina or any use thereof, including the governing documents for the Oyster Cove Boat Basin Condominium.

5. USE/ASSIGNMENT

Licensee acknowledges and agrees that the interest granted to Licensee by this License is personal to Licensee, and shall not run with title to the Licensee's Property, including Licensee's kayak or other small water craft. Licensee agrees to not allow any unlicensed individual to use the facilities and agrees to immediately report all violators to the Licensor. Licensee further covenants and agrees that Licensee shall not assign any of Licensee's rights under this License, to any other person or entity, wither expressly or by operation of law, without the express written consent of Licensor, which consent may be withheld in the sole and absolute discretion of Licensor.

6. INDEMNITY

Licensee shall and will save, defend, hold and keep harmless and indemnify Licensor, its agents, servants, owners, directors and employees from and against any and all expenses, sums paid, liability and claims, of any kind or nature, including personal injuries, arising in any manner or under any circumstances through the exercise by Licensee of any right granted or conferred hereby, or the performance or non-performance of an of Licensee's obligations hereunder, or any other act or omission of Licensee or Licensor. Licensee hereby assumes all risks and dangers and all responsibility for a losses and/or damages, whether caused in whole or in part by the negligence or other conduct of the Oyster Cove boat Basin condominium, its officers, owners, agents, servants, contractors and employees.

Licensee, on is/her behalf, his/her personal representatives and heirs voluntarily agrees to release, waive, discharge, hold harmless, defend and indemnify the Oyster Cove Boat Basin condominium, its officers, owners, agents, servants and employees from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of use or otherwise which may arise out of Licensee's use of the Boat Marina or facilities. Licensee specifically understands that he/she is releasing, discharging and waiving any claims or actions that he/she may have presently or in the future for Licensee's use of the Boat Marina and facilities.

I HAVE READ PARAGRAHP 6, UNDERSTOOD ITS CONTENT AND AGREE TO SAME. Initials \_\_\_\_\_

7. EVENT OF DEFAULT

- 7.1. Upon any default by Licensee under an of Licensee's obligations under this License, Licensor may, at its option terminate this License; or exercise any other remedy available to Licensor at law or in equity.
- 7.2. The rights and remedies of Licensor under this License shall not be mutually exclusive. The exercise by Licensor of one or more of the rights and remedies under this License shall not preclude the exercise of any other right or remedy. Damages at law may not be an adequate remedy for a breach or threatened breach of this License and in the event of a breach or threatened breach of any provision hereunder the respective rights and obligations hereunder shall be enforceable by specific performance, injunction or other equitable remedy.

8. WAIVER

Any waiver of any covenant or condition of this License shall be in writing signed by the party waiving the right, shall extend to the particular case only, and only in the manner specified, and shall not be construed as applying to or in any way waiving any further or other rights hereunder. Te exercise of any of the options aforesaid shall not be construed as a waiver of Licensor's right to recover actual damages for any breach in an action at law, or to restrain any breach or threatened breach in equity or otherwise.

9. MISCELLANEOUS

- 9.1. This License constitutes the entire agreement between the parties in respect of the facilities, and there are no oral agreements between the parties in connection herewith.
- 9.2. This License shall be governed by the law of the state of Maryland.
- 9.3. In the event that any provision of this License is held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the remainder of the License which shall remain in full force and effect and shall be construed as though they had not contained the invalid or unenforceable provision.
- 9.4. The covenants herein shall be binding upon, and the rights hereunder shall inure to the benefit of the parties, their personal representatives, successors and assigns, except that Licensee's rights shall inure only to those assigns for which Licensee has obtained Licensor's prior written consent in accordance with Article 5 of this License.

- 9.5. The provisions of the License shall not be construed to create a joint venture or partnership between Licensor and Licensee.
- 9.6. Licensor and Licensee agree that neither this License nor any memorandum thereof shall be recorded.
- 9.7. The section headings are for reference purposes only and shall not be use in the interpretation of this License.

IN WITNESS WHEREOF, the parties hereto have set forth their hands and seals below.

FOR LICENSOR:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name (SEAL)

FOR LICENSEE:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name (SEAL)

\*\*\*\*\*

**HOLD HARMLESS AGREEMENT AND RELEASE OF LIABILITY DURING USE OF THE  
OYSTER COVE BOAT BASIN RAMP AND FLOATING DOCK FACILITIES**

I, \_\_\_\_\_, hereby assume all risks and dangers and all responsibility for any losses and/or damages, whether caused in whole or in part by negligence or other conduct of the Oyster Cove Boat Basin Board, its officers, slip owners, and employees. I, on behalf of myself, m personal representatives and my heirs hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify the Oyster Cove Boat Basin, its officers, slip owners, and employees from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of use or otherwise which may arise out of my use of the Oyster Cove Boat Basin ramp and floating dock facilities. I specifically understand that I am releasing, discharging and waiving any claims or actions that I may have presently or in the future during use of the Boat Basin facilities for kayak, canoe or surf boat launch or disembarkation using the floating dock facilities.

I agree to pay the annual fee of \$25 per kayak to the Oyster Cove Boat Basin Condominium for use of the ramp and floating dock.

Effective date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Owner Witness

Print name: \_\_\_\_\_  
Owner Witness

Owner Address: \_\_\_\_\_

\*\*\*\*\*

**For office use only**

Date fee paid \_\_\_\_\_ Check #/Amount \_\_\_\_\_ OR Cash/Amount \_\_\_\_\_



# FORM #6 Modification(s) to an Owner's Unit or Slip

Approved July 2010

Submit this request to the Oyster Cove Property Manager (501 Oyster Cove Dr., Grasonville, MD 21638). The request will be coordinated with the Homeowner's Association (HOA), Architectural Control Committee (ACC), Landscape Committee and/or the Community Associations as appropriate.

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Provide the following information:

1. Unit # or Slip # \_\_\_\_\_.
2. Provide the name and contact information of the primary Unit Owner making decisions about this request. This is the person who will be contacted if the community has questions about the request:

\_\_\_\_\_ Print the primary's name:

\_\_\_\_\_ Telephone number:

\_\_\_\_\_ Cell phone number:

\_\_\_\_\_ Mailing address if not the Unit:

\_\_\_\_\_ Email Address:

3. Provide a brief description of the change you are requesting (i.e., "We need to replace the porch light.")
- 

4. Attach a document that describes the change that is to be made in detail. You must be very specific about the color, location, style, size, shape, height and materials. Include the dimensions of any framing, the color of any hardware, etc. You may submit a brochure, but make certain you indicate which options you are choosing. Provide anything that will give the committee the information it needs to make a decision about the project.
  5. Attach copies of all concept drawings, contractor drawings and/or papers needed for a description.
  6. Attach copies of the contractor's license and proof of insurance.
- 

This request is in accordance with the Association/Condominium Documents. If the HOA Board of Directors or ACC approves the request, I agree to relieve the Association of any responsibility or liability for any maintenance and/or repairs due to the change.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
*Owner*

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
*Owner*

---

The space below is reserved for the Property Manager or Community administration.

# FORM #7 Emergency Contact Information

Approved 2011

Unit # \_\_\_\_\_ Slip #: \_\_\_\_\_

Owner: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_ Email: \_\_\_\_\_

Tenant: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_ Email: \_\_\_\_\_

---

**Who would you like to have contacted in case of an emergency?**  
*(\* Information will be listed on slip placard)*

Contact Name: \_\_\_\_\_

\* Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

In case of emergency, I hereby give permission for a HOA or Boat Basin Board Member or agent on their behalf to board my boat or enter my unit to ensure the safety of my unit, boat, other boats/property in and around my unit or boat.

Signature Owner: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Signature of Tenant (If Applicable): \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

# FORM #8 Oyster Cove Request Form

Approved July 2003

DATE: \_\_\_\_\_

Any requests concerning your unit, the property, etc. shall be made in writing on this form or may be sent by email to the Manager. If using email please provide the following information.

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OWNER CONTACT INFORMATION  
(Name, Phone, Email)

Unit # \_\_\_\_\_

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OWNER REQUEST

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ACTION TAKEN/PLAN

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FOLLOW UP TO OWNER

DATE: \_\_\_\_\_

METHOD OF FOLLOW UP: Letter Phone In Person Email

# FORM #9 Violation Report

Approved July 2006

In order to document complaints and possible covenant infractions unit owners are asked to provide the Property Manager with the following information in order that appropriate follow-up action can be taken.

---

Name of Unit Owner (if known) \_\_\_\_\_

Unit # \_\_\_\_\_

Date and Time of Occurrence \_\_\_\_\_

For automobile-related complaints, description of the car and state license plate number:

Description of Complaint:

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Other Pertinent Information:

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# FORM #10 Contact Information for Directory & Mailings

Approved July 2010

Please complete the form below and return it to the Manager.

---

**Owner** – please submit this form if any information changes

Unit # \_\_\_\_\_

Name(s) \_\_\_\_\_

Mailing Address \_\_\_\_\_

OC Phone \_\_\_\_\_

Other Phone \_\_\_\_\_

Email Address(s) \_\_\_\_\_

Boat Slip \_\_\_\_\_

**Unit Renter** – please submit this form with each new renter

Renter Name(s) \_\_\_\_\_

Mailing Address \_\_\_\_\_

OC Phone \_\_\_\_\_

Other Phone(s) \_\_\_\_\_

Email Address(s) \_\_\_\_\_

**Boat Slip Renter** – please submit this form with each new renter

Renter Name(s) \_\_\_\_\_

Mailing Address \_\_\_\_\_

OC Phone \_\_\_\_\_

Other Phone(s) \_\_\_\_\_

Email Address(s) \_\_\_\_\_

Signature(s) \_\_\_\_\_

**This information may also be emailed to [oystercove@verizon.net](mailto:oystercove@verizon.net). The contact information is used for the directory and mailings.**

**FORM #11 Email Authorization Form**

**501 Oyster Cove Drive, Grasonville, MD 21638**

**oystercove@verizon.net ; Fax: 410-827-5904**

**www.victorymgt.com – select communities, oyster cove and the form**

Approved May 2010

**Please return completed form by:**

- Giving it to the property manager
- Sending it by regular mail
- Sending a Fax
- Emailing the content of the form below
- Filling out the Online form at www.victorymgt.com - select communities, oyster cove and the form

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

\_\_\_\_ I/we authorize the Oyster Cove HOA, Boat Basin, Townhouse and Villa Condominiums to provide notice of a meeting or deliver information to me/us via electronic transmission in lieu of regular mail. My/our email address (es) is:

\_\_\_\_ I/we do not have an email address or I/we do not wish to give Oyster Cove my/our email address. Please continue to send information via regular mail.

I/we will update the Association if the email address(es) changes.

Signature of Owner (s): \_\_\_\_\_

Print name of Owner(s): \_\_\_\_\_

Unit # \_\_\_\_\_

## FORM # 12 Oyster Cove HOA Clubhouse Rental Agreement

Approved July 2006

Please complete the form below and return it to the Manager along with your rent and deposit checks.

---

Agreement made this \_\_\_ day of \_\_\_\_\_ between the Oyster Cove HOA and \_\_\_\_\_ of unit \_\_\_ to rent the clubhouse for a period of \_\_\_ hours on \_\_\_\_\_ from \_\_\_ AM/PM to \_\_\_ AM/PM.

**Owners must be in attendance during this function,** and all occupants must leave the clubhouse by 11:45 PM. Owners not in attendance will forfeit their deposit.

**Expenses (one day):** \$150 rental fee; \$500 refundable security deposit. Please provide separate checks or money orders for the security deposit and the rental fee. Security deposit and rental fee are due when contract is signed. All fees and deposits are payable to: **Oyster Cove HOA**

**Security Deposits:** If the clubhouse is found to be in satisfactory condition by the Clubhouse Committee, the party renting the facility will be refunded the entire security deposit. Security deposits will be automatically forfeited if groups exceed the limit of 100 people; if lessees are not present at the event; or if there is any sign of a crab feast inside the clubhouse. Partial or full deposit may be forfeited if the restrictions below are not followed or if damage is done to the clubhouse. Damages that exceed the amount of the deposit will be billed to the lessee.

Please ask about availability of the clubhouse on holidays and the last Friday night of the month. These dates are usually booked.

### **Restrictions:**

- Use of clubhouse facilities is limited to owners, their tenants and their guests with owners being ultimately responsible for the conduct of anyone at the event.
- Setting up or decorating the day/night before the clubhouse is rented is not permitted, unless the party renting the facility is willing to pay for an additional day.
- Clubhouse rental does not include exclusive use of the pool. If more than 10 guests are being taken to the pool, management requires 14 days notice to add a guard at renter's expense.
- Unless accompanied by an adult, children under 16 are not allowed inside the clubhouse.
- No crab feasts are allowed inside the clubhouse. Any sign that a crab feast was held in the clubhouse will result in the loss of the deposit (this includes garbage bags). A tent on the clubhouse deck is encouraged. It helps provide protection from the sun and rain and helps to keep people outside during crab feasts.
- Shoes and shirts must be worn inside the clubhouse. No wet swimsuits are allowed.
- Furniture must be returned to original location. No inside furniture may be taken outside the clubhouse.
- Talking and/or music must be kept low so that your neighbors are not bothered by noise.
- Absolutely no smoking in the clubhouse.
- No parking on lawn areas.
- No pets.
- Turn the thermostat to 55 in winter and 80 in summer when leaving the clubhouse.



I agree to follow the above rules. If I or any of my guests do not adhere to the rules or damage the property I'm aware that all or some of my deposit may be forfeited.

\_\_\_\_\_  
Renter Signature

\_\_\_\_\_  
Oyster Cove HOA, Inc.

\*\*\*\*\*

<b>Check Due Dates:</b>	<b>Amount received:</b>
Rental fee _____	\$ _____
Security deposit _____	\$ _____

### Clubhouse Check List

The Oyster Cove Management will:

1. Hire a cleaning person to clean the clubhouse before and after the event
2. Check the clubhouse for cleanliness and damages before and after the event
3. Supply paper towels, toilet tissue and trash bags
4. Return the deposit in a timely manner

The Oyster Cove Unit Owner/Tenant will:

1. Be present at the event at all times
2. Return the furniture to the original position
3. Clean up and put away tables, chairs, food, drinks, etc.
4. Wipe off bar and kitchen counters
5. Lock all doors and sliders
6. Turn out all lights
7. Place trash in outside trash containers

# FORM 14: Hearing, Mediation, or Arbitration

Approved July 2010

Case # \_\_\_\_\_

Each claimant and defendant must complete and sign the following form. They may jointly use this form or each may complete their own form. Only one type of proceeding may be requested on each form.

Proceeding I am requesting: \_\_\_\_\_ Hearing; \_\_\_\_\_ Mediation; \_\_\_\_\_ Arbitration

**CLAIMANT Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Represented by: Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_ **Email:** \_\_\_\_\_

Information as to additional Claimant[s] is attached.

**RESPONDENT Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Represented by: Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_ **Email:** \_\_\_\_\_

Information as to additional Respondent[s] is attached.

**BRIEF SUMMARY OF DISPUTE\*:** \_\_\_\_\_

\_\_\_\_\_

**STATEMENT OF CLAIM[S]\*:** \_\_\_\_\_

\_\_\_\_\_

**RELIEF SOUGHT\*:** \_\_\_\_\_

\_\_\_\_\_

**LEGAL/FACTUAL BASIS FOR RELIEF\*:** \_\_\_\_\_

\_\_\_\_\_

**\*Additional information may be attached.**

The above parties wish to work toward a settlement of the above claim. The parties agree to the following:

1. Participation in the process is voluntary but the parties understand that any agreement reached as a result of the process will be binding. The proceedings will be conducted in accordance with the state laws and applicable rules.
2. The parties agree that the appropriate Oyster Cove board will serve as the hearing officer and that an appointed mediator or arbitrator shall serve as the officer for mediation or arbitration. The mediation or arbitration officer may not have a financial or personal interest in the dispute.

3. The hearing, mediation, and arbitration process are to be confidential. All disclosures , whether written or oral, made before, during, and after the meeting shall be protected in accordance with state and federal rules. This applies to anything said, done or occurring in the course of the hearing, mediation, or arbitration including any private caucus or discussions between the mediator and any party or counsel before or after the joint mediation session. The parties agree not to subpoena or otherwise require the hearing, mediation or arbitration officer to testify or produce records for future proceedings. No recording or stenographic record will be made of the hearing or mediation session(s).
4. All parties recognize that they may have legal representation. The officer may not act as legal advisor or represent any or all parties. The officer of the chosen proceeding does not guarantee that the hearing, mediation or arbitration will end in a settlement of all issues.
5. Termination of the proceedings shall occur if a settlement has been reached; if the officer declares that further efforts are not worthwhile; or if either party declares that the proceedings must be terminated.

For mediation only.

1. For mediation all fees will be pre-collected or billed to the appropriate attorney of record or other representative responsible for the client.

For arbitration only.

1. The arbitrator has the authority to settle all points of the above dispute and award appropriate relief.
2. The arbitrator shall judge the admissibility of evidence which may not conform to legal rules of evidence.
3. The parties agree to divide equally the costs unless the arbitrator assesses the total costs against one party as an award.
4. The parties shall be legally bound by the award and that judgment may be entered on such an award. If a party fails to comply with the award or unsuccessfully challenges an award, that party must pay all of the other party’s costs including reasonable attorney fees and any legal interest on the amount awarded.
5. By agreeing to arbitrate this dispute, parties give up their legal right to court action or a jury trial.
6. This contract contains binding arbitration and may be enforced.
7. Any party wishing to record the session may hire a stenographer to record the proceedings after notifying all parties in advance of the first session. A copy of the transcript must be given to all parties. The arbitrator may tape the proceedings as an informal record to aid the arbitrator.

I agree to the above statements.

\_\_\_\_\_

**Date**

\_\_\_\_\_

**Signature of Claimant or Claimant Representative**

\_\_\_\_\_

**Date**

\_\_\_\_\_

**Signature of Defendant or Defendant Representative**

**FORM #15 Boat Slip Sale - HOA Right of First Refusal**

Approved May 14, 2011

**Per the Oyster Cove Condominium Declarations Item 13, when an Oyster Cove boat slip owner is selling their boat slip the Oyster Cove HOA has first right of refusal to purchase it at the proposed price. The request must be presented in writing to the HOA who has 30 days to respond.**

**This form shall be used as the letter of intent to sell a boat slip and the HOA's refusal to purchase the boat slip. New Owner information may also be gathered.**

**Offer to the HOA:**

Date: \_\_\_\_\_

Boat slip seller: \_\_\_\_\_ Unit # \_\_\_\_\_++

Boat Slip for Sale: \_\_\_\_\_ Price: \_\_\_\_\_

Any conditions: \_\_\_\_\_

\*\*\*\*\*

**HOA Refusal to Purchase Boat Slip:**

Date: \_\_\_\_\_ (New offer to HOA is required after 120 days from this date. Or if price is reduced a new offer is to be made to the HOA as stipulated in the Boat Basin Declarations)

The HOA declines to purchase Oyster Cove boat slip # \_\_\_\_\_.

\_\_\_\_\_  
Signature of HOA Officer

\*\*\*\*\*

**New Buyer Information for Management:**

The new owner of boat slip # \_\_\_\_\_ is: (select one)

\_\_\_ not known yet; will provide information to management when we sell the boat slip

\_\_\_ the current Owner of Unit # \_\_\_\_\_

\_\_\_ purchasing this boat slip with the purchase of Unit # \_\_\_\_\_

Name(s) \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Cell \_\_\_\_\_

Email \_\_\_\_\_

The new owner will take possession on the following date \_\_\_\_\_

