



L. Byann

Amberley 2018-2019

RESIDENT DIRECTORY

AMBERLEY COMMUNITY DIRECTORY

Welcome!

Amberley is a community of 182 properties created from a portion of the Davidson Family property (Hollywood Farms) in 1949. The property was developed as a joint venture between members of the Davidson Family and Fred Voges (who built his home within the community). In 1959, the management of the community was turned over to the Amberley Community Association.

Many of the early houses were created as summer homes on the water, and many of the early community members were connected to the Navy. Now we are a community of diverse professions, with households ranging from young families to long time retirees.

This booklet is a guide to our wonderful community in the woods, surrounded by water and farmland. Use it as a gateway to being an active and involved member.

Contents

Bylaws Of The Amberley Community Association, Inc.	2
Amberley Deed Restrictions and Architectural Committee Guidelines	8
Tree Cutting or Tree Removal Requirements within Amberley	10
Pier Rules And Regulations	12

For up to date information, please visit the Amberley Website at www.amberley.ws
Questions?

Contact Britt Griswold at bgriswold@griswoldonline.com

Cover Art / Front: Whitehall Creek by Linda Byrum Back: *Holly Drive* by Corinne Read

BYLAWS OF THE AMBERLEY COMMUNITY ASSOCIATION, INC.

ARTICLE I

The Amberley Community Association Inc. (the "Association") is a non-profit organization chartered in the State of Maryland on September 16, 1959.

ARTICLE II

The Association is established for the purpose of maintaining all Community (as hereinafter defined) owned properties; administering any legal and business responsibilities conveyed to the Association Community; and otherwise serving the civic and social interests of the Association and its Members as it deems necessary or desirable.

ARTICLE III

MEMBERSHIP

Section 1. Qualification for Membership:

Any adult owning real property within the Community known as Amberley, as that Community is described among the Land Records of Anne Arundel County at Book 22, pages 34, 36, and 38; Book 29, page 16; Book 40, page 21 and Book 67, page 5 (the "Community"), is eligible to be a Member (a "Member") of the Association. The spouse, resident adult sibling, adult child or resident domestic partner of a person eligible to be a Member of the Association is also eligible to be a Member of the Association. The trustee of a trust holding title to real property within the Community shall be eligible to be a Member.

Section 2. Election to Membership: Membership shall be on an annual basis for a fiscal year which shall begin on July 1 and continue through June 30 of the following year (the "Fiscal Year"). Persons eligible under Section 1 above shall become a Member of the Association for a Fiscal Year upon payment of the annual dues as set forth in Section 4 of this article and any special assessments approved by the membership to be collected during that Fiscal Year. A Member for the current Fiscal Year is a current Member.

Section 3. Associate Membership: Any adult residing within the Community of Amberley that does not qualify for membership, as described in Section 1 above, is eligible to

be an Associate Member of the Association upon payment of the annual dues and special assessments, as set forth in Section 2 above. Associate Members shall be entitled to all rights of a membership, as set forth in Section 4, except for Section 4(a) voting rights and Section 4(b) as it pertains to holding office in the Association and acquiring an equity leasehold of a slip at the Association piers. Associate Members may rent slips as provided in the Charter of the Pier Committee.

Section 4. Rights:

(a) Voting Rights: For the purpose of membership and voting rights in the Association, a "Household" shall consist of all persons eligible for membership who: (i) reside at the same address; or (ii) share in the ownership interest of property (other than Association property) at a given address within the Community; or (iii) qualify under both (i) and (ii). Each Household containing one or more current Members shall be entitled to one vote which may be cast by any one Member of that Household as determined by the persons in that Household. In the event more than one (1) person shall qualify for membership at one Household, the following rules as to voting rights shall apply:

- (1) should two (2) persons share ownership 50/50, a split vote shall neither qualify as a vote for nor a vote against an item proffered;
- (2) should more than two (2) persons share ownership or should two (2) persons share ownership with one (1) person owning more than 50% of the ownership interest, a vote by a person or persons holding more than 50% ownership rights shall represent the vote of such Household.

No Member shall have more than one (1) vote by virtue of owning more than one lot or property in the Community. All matters requiring Member approval pursuant to the Articles of Incorporation of the Association, these Bylaws or County or State law shall be submitted to a vote by the Members.

(b) All Other Rights: All current Members of the Association shall be entitled to all other rights and privileges of Association mem-

bership. In particular, all current Members of the Association may attend any and all meetings of the membership, have speaking privileges at such meetings, provide service to the Association by holding office in the Association and at the direction of the Board (as hereinafter defined), participate in any Association activities and otherwise enjoy the benefits and privileges of membership in the Association. Furthermore, only current Members of the Association are eligible for an equity leasehold of a slip at the Association piers.

Section 5. Dues: Dues shall be established per Household by the Board and approved or revised by the membership at the annual meeting unless they remain at the level of the previous year.

Section 6. Special Assessments: In the event it is necessary or desirable to raise funds in excess of the annual dues, approval of the Members is required at the annual meeting or at a special meeting called in accordance with Article V. Payments on special assessments shall be due within sixty (60) days following written notification to the Members or such longer time as may be determined by the terms of the assessment.

ARTICLE IV OFFICERS

Section 1. The Officers of the Association shall consist of a President, a Vice- President, a Secretary, and a Treasurer. The Officers shall perform duties prescribed by these Bylaws and by the parliamentary authority as defined in Article IX.

Section 2. The President shall be the chief executive officer of the Association and shall preside at all meetings of the Members and Board of Directors. The President shall have authority to sign and execute in the name of the Association 3 all contracts and other instruments authorized by the Board. The President shall provide general management and direction of the business and operation of the Association. The President shall prepare a yearly report on the activities of the Board which shall be submitted at the annual meeting of the Members. The President shall make appointments to all non-elective positions, and, subject to the confirmation by the Board, appoint the chairper-

sons of all committees, except the Nomination Committee. The President shall be an ex-officio member of all appointed committees, except the Nomination Committee.

Section 3. The Vice-President shall perform such duties as the President and Board shall delegate and, in the absence of the President, shall assume the President's duties.

Section 4. The Secretary shall record and maintain the minutes and attendance list of any meeting of the membership or the Board in books provided for such purpose. The Secretary shall ensure that all notices are duly given in accordance with the provisions of these Bylaws or as required by statute. The Secretary shall be the custodian of the records of the Association. The Secretary shall maintain a complete roster of Association Members with mailing and email addresses for the purpose of communication with the Members of the Association and for the policing of voting privileges at all meetings of the Association. The Secretary shall email and post to the Amberley Community Website all community notices. In general, the Secretary shall perform all duties ordinarily incident to the office of a Secretary of a corporation and such other duties as may be prescribed by the President or the Board.

Section 5. The Treasurer shall be the chief financial officer and be charged with the following responsibilities and functions. The Treasurer shall deposit or cause to be deposited in the name of the Association, all monies and/or other valuable effects in banks, trust companies, or other such depositories as shall be selected by the Board of Directors with the requirement that such institutions shall be an insured member of the Federal Deposit Insurance Corporation. The Treasurer shall render to the President and to the Board a written account of the financial condition of the Association, to include all Community approved Special Community Benefits Districts ("SCBD's"), Waterway Improvement Districts and other tax districts (collectively "Tax Districts"), at every regularly scheduled meeting of the Board. Annually, the Treasurer shall receive separate financial reports from the Pier and Trash Committees for submission to the Board, and for separate filing among the Treasurer's records. Further, the Treasurer shall provide a written report on the Association's financial condition, to include the Tax

Amberley By-laws

Districts, at the Association's annual membership meeting including the financial reports submitted by the Pier and Trash Committees. The Treasurer shall prepare an estimated income and proposed expenditure statement for the next Fiscal Year, for Board review and approval at the Board meeting preceding the annual meeting, for subsequent submission at the annual meeting. In addition, the Treasurer shall render a bill for annual dues to each Household no later than 30 days following the close of the fiscal year. The Treasurer shall be responsible for arranging for appropriate bonding for the fiduciaries of the Association, if so directed by the Board. The Treasurer shall ensure compliance 4 by the Association with all governmental reporting requirements, the payment of all requisite tax payments, obtain professional tax advice for the Association as needed and have financial records subject to professional oversight by an accounting professional as approved by the Board.

Section 6. The Officers shall be elected by the Members to serve for one year or until their successors are elected, and their term of office shall begin at the close of the annual meeting at which they are elected and continue through the close of the next annual meeting (the "Administrative Year").

Section 7. All Officers of the Association must be Members of the Association in the Administrative Year in which they are elected. No Member may hold more than one office in the Association at the same time. Section 8. An office which becomes vacant during an Administrative Year may be filled by a Presidential appointment as approved by the Board. One serving in such an Office shall complete the unexpired term of his or her predecessor in office.

ARTICLE V MEMBERSHIP MEETINGS

Section 1. All meetings of the membership of the Association shall be held at such place as may be selected by the Board, pursuant to a notice via email and posted on the Amberley Community Website at least two (2) weeks in advance to each Member, indicating the place, date, and time of the meeting. A quorum as defined in Section 5 of this Article shall be required to conduct any business of the Association.

Section 2. The annual meeting of the Members shall be held at 7:30 P.M. on the last Thursday in September of each year, or at such other time and date as designated by the Board. The notice of the annual meeting shall be delivered to the Members at least two (2) weeks in advance. The meeting agenda, an end of year financial report, a Board approved budget for the next fiscal year, and the proposed slate of Officers and Directors for the next Administrative Year shall be included with such notice or posted on the Association web site, with such posting noted on the notice. A Member may waive in writing the requirement of a notice of any meeting.

Section 3. The Members shall nominate and elect by majority vote from the membership, Members recommended by the Nomination Committee or Members nominated from the floor, for the offices of President, Vice President, Secretary, Treasurer, and the Directors at Large authorized by these Bylaws.

Section 4. Special meetings of the Members shall be called by the President or Secretary at the request, in writing, of the majority of the Board or on petition of the Members, signed by twenty percent of the total membership.

Section 5. The presence either personally or by proxy of twenty-five percent of the total eligible Households shall constitute a quorum. Proxies shall be presented to the President or the Secretary. A proxy shall be in a form approved by the Board, valid for use at the meeting designated on the proxy, irrevocable during such meeting and may be granted in the name of the Board, a Member of the Board, or other Member of the Association or other adult. If granted for the purpose of voting on a particular matter or matters, the proxy shall provide for the option to vote with or against the Board or for or against a particular matter. Provided that a quorum is present at the commencement of a meeting, presiding Officers shall not be required to confirm that such quorum continue to exist at the consideration of each matter during each meeting, except that any Member present may move to call for a quorum on any particular issue before such issue is voted upon.

Section 6. The complete list of the Members qualified to vote at any meeting shall be maintained by the Secretary. The Secretary shall

issue, at each meeting, voting cards to each eligible Member to be used for secret ballots or hand votes as called for by the President.

**ARTICLE VI
BOARD OF DIRECTORS**

Section 1. The affairs of the Association shall be managed by a Board of Directors (the "Board") which shall consist of seven Directors selected in accordance with the provisions of these Bylaws.

Section 2. The Board shall confirm those committee chairpersons as nominated by the President and of any additional committee chairpersons as necessary. In the event the Board shall fail to confirm the nomination of a chairperson, the President shall nominate an alternative prospective chairperson, until one such nominee shall be confirmed by the Board.

Section 3. The Board shall prepare and approve Standing Committee charters as provided in Article VII, Committees. Further, the Board shall review and approve the Standing Committee reports as specified in Article VII.

Section 4. The Board's designee shall represent the Association as directed by the Board before other associations and government bodies.

Section 5. The Board shall approve proposed budgets and other expenditures of the Association. The Board may approve other expenses from time to time that may occur, subject to the following limitations: The Board shall not have the power to obligate the Association in excess of the amount contained in the Treasury or in excess of the approved budget without the express consent of a majority of the membership, except that the Board may obligate the Association with respect to normal operating contracts, such as for pier and trash service and the normal operating expense of maintaining community property, even though the final contract amount may not exist in the Treasury, if such funds are to be collected in the ordinary course of business when due. Furthermore, the Board may raise funds for the dredging and restoration of adjacent waterways through the use of Tax Districts. A majority vote of the eligible Members present shall be required for other expenditures in excess of the amount

in the Treasury or not within the Board approved budget. Any changes to the terms of Tax Districts applicable to the Association, or application for new Tax Districts shall require the applicable percentage vote of property owners within the Community, as shall be mandated by applicable code.

Section 6. The Board may replace a Board member by an affirmative vote of two thirds of the remaining Directors for the following reasons: 1) the Board member has missed three consecutive meetings of the Board without cause; 2) the Board member has resigned from the Board; or 3) the Board member is derelict in his responsibilities to the Association or the Board. Such replacement member shall complete the unexpired term of his/her predecessor.

Section 7. The Board shall meet at the call of the President or upon request of any two members of the Board. At least three days notice, oral or in writing shall be necessary. At all meetings of the Board, the majority of the Board shall constitute a quorum.

Section 8. Selection of Directors.

- (a) **Ex-Officio Directors.** The President, Vice-President, Secretary and Treasurer shall serve as Directors of the Association.
- (b) **Directors-at-Large.** The Pier Committee chairperson and the retiring President of the Association shall each serve as one of the directors-atlarge. The Members shall elect such other Directors as necessary to provide the number of Directors specified in Section 1 of this Article.

Section 9. Term Limits. No member of the Board shall serve more than four (4) consecutive one (1) year terms, unless two thirds of the eligible votes present at an annual or special meeting of the membership vote favorably on the need for an exception. Section 10. In addition to the matters set forth above, the Board may take any action which is consistent with the powers of the Board set forth herein, other than that which by law, these Bylaws or the Articles of Incorporation of the Association are reserved for the Members.

ARTICLE VII COMMITTEES

Section 1. The chairperson of each Standing Committee, except Nomination, shall be appointed by the President and confirmed by the Board at the first board meeting following the Annual Meeting. The Nomination Committee chairperson shall be nominated by any Board member, except the President, and appointed by the Board sixty (60) days in advance of the Annual Meeting. Standing committees ("Standing Committees") include: Pier Committee, Architectural Committee, Finance Committee, Trash Committee and Nomination Committee.

Section 2. Such other committee chairpersons shall be appointed by the President and confirmed by the Board from time to time, as deemed necessary by the Board, to carry on the work of the Association.

Section 3. All committee chairpersons, except for the Nomination Committee chairperson, shall be responsible for recruiting the members of their committees to perform their charter functions. All committee chairpersons shall serve for a one year term coinciding with the term of the Board or until replaced by the Board or thereafter until their successors have been appointed.

Section 4. A Pier Committee shall be formed and charged with the responsibility of maintaining and regulating the use of the Association pier facilities. This committee shall operate in accordance with the Board approved charter, Resolution to Designate and Define the Amberley Pier Committee, dated 9 October 1975, or any superseding documentation as approved by the Board. A written activity summary report shall be provided first to the Treasurer and then to the Board annually one month prior to the annual meeting for review and approval. An annual budget, coinciding with the term of the Board for the Pier Committee, shall be submitted to the Board for approval within two (2) months following formation of the committee. The Pier Committee chairperson shall also serve as an at-large member of the Board of Directors.

Section 5. An Architectural Committee shall be formed and charged with the responsibility of reviewing architectural plans as provided by the Appointment of Agent dated 30 April

1976 and in accordance with duly authorized architectural guidelines of the Association. The committee shall operate in accordance with the Board instructions, or any superseding documentation as approved by the Board. A written activity summary report shall be provided to the Board annually, one month prior to the annual meeting, for review and approval. The committee shall be empowered to enforce the deed restrictions recorded in the land records of Anne Arundel County, through stop work orders, injunctions and any other means as may be permitted by law. Any Member shown to have violated such guidelines shall be required to pay all costs of enforcement, including reasonable attorneys' fees and fines and penalties as may be permitted by law, but not less than \$100 fine per occurrence. Decisions of the Architectural Committee regarding enforcement of the guidelines, deed restrictions or covenants may be appealed to the Board for reconsideration.

Section 6. A Trash Committee shall be formed and charged with the responsibility of insuring rubbish removal within the Association boundaries. This committee shall operate in accordance with Board instruction. The Trash Committee shall offer services to the entire community of Amberley independent of Association membership. The committee may be dissolved by the Board should responsibility for the collection of rubbish be assumed by the government. A written activity summary and financial report of the Trash Committee shall be provided by the chairperson of the Trash Committee first to the Treasurer and then to the Board annually, one month prior to the annual meeting, for review and approval.

Section 7. A Nomination Committee shall consist of three members. The chairperson shall be appointed by the Board of Directors and shall designate two additional members in advance of the annual meeting. The Nomination Committee shall canvas the current Board members who are in good standing to determine their interest in remaining on the Board and shall canvas the Pier Committee for its recommendation of the Pier Committee chairperson. The Nomination Committee shall submit to the annual meeting the names of candidates who have indicated their willingness to serve as President, Vice President, Secretary, Treasurer and the third Director-at-large; the first two Directors-at-large being the

Pier Committee chairperson and the retiring President of the Association.

Section 8. A Finance Committee, consisting of two members, not to include the Treasurer or any Standing Committee chairperson, shall be formed and charged with the responsibility of annually reviewing all required financial records, current contracts, agreements and tax records of the Association, and Standing Committees for accuracy, completeness and compliance with Association 8 covenants, Bylaws and governmental regulations. This review shall be performed at least sixty (60) days prior to each annual meeting of the Association. The Finance Committee may elect to submit the financial records to an accounting professional for review subject to approval thereof by the Board. The committee shall provide a written report to the Board one month before the annual meeting documenting the results for their review. Other fiduciary duties may be assigned the committee as deemed necessary by the Board.

**ARTICLE VIII
CONFLICTS OF INTEREST**

No member of the Board, committee chairperson or member of a committee shall:

1. Vote or otherwise participate in negotiations or discussions of the Board or applicable committee regarding any matter in which such person has a financial interest. All such persons shall disclose any private financial interest and/or advantage, in any matter before the Board or applicable committee.
2. Accept any compensation or valuable gift, whether in the form of service, loan, item or promise, from any business, person, firm or entity which is involved directly, or indirectly in any matter pending before the Board or applicable committee and/or is receiving payment from the Association or any committee thereof.

**ARTICLE IX
PARLIAMENTARY AUTHORITY**

The rules contained in the current edition of Robert's Rules of Order Newly Revised shall govern the Association in all cases to which they are applicable and in which they are not inconsistent with these Bylaws and any special rules of order the Association may adopt.

**ARTICLE X
AMENDMENT OF BYLAWS**

These Bylaws may be amended at any regular or special meeting of the Members by a two thirds of the eligible votes present, in person or by proxy, provided written notice of the intended amendment is sent to all Members by U.S. mail, hand delivery or posting on the Association web site at least two (2) weeks in advance of such meeting.

Approved at annual meeting of the Amberley Community Association, Inc. September 20, 2012
Jeanne Shaw, Secretary

AMBERLEY DEED RESTRICTIONS AND ARCHITECTURAL COMMITTEE GUIDELINES

Introduction

The "Deed Restrictions at Amberley" are recorded in the land records of Anne Arundel County, liber 422, page 495. These restrictions are considered as law by the courts and therefore are to be treated as such. The term "agent" means the Amberley Community Association. Further, the Association's Architectural Committee shall be vested with the authority to review construction plans and grant approval of them on behalf of the Community Association. The Association's Architectural Committee Guidelines, approved by the Community Association and published in the February 1992 Amberley Ahoy, and as amended in January 2006, are also reproduced below for each of the Deed Restrictions. Please save this document in your home for future reference, and in any case where you are considering construction, please call the current Architectural Committee Chairperson. Property owners seeking to construct or modify a structure shall be solely responsible for acquiring approval of the Association's Architectural Committee in accordance with the below stated guidelines. Property owners shall also be solely responsible for seeking the necessary authorities and permits required by Federal, State or County government agencies for any construction, modification or changes to be made upon their property. Property owners should be cognizant of the requirements of the Critical Areas Laws before undertaking any construction that would change or add to impervious surfaces on the property, or before removing any trees. As of August 9, 2004, tree removal without a County Permit can result in a civil fine of up to a \$5000 fine for each tree removed illegally. Since virtually all of Amberley is within the boundaries of the Critical Area (that is within 1000' of Whitehall or Ridout Creeks), it is incumbent that the property owners seek necessary permits before making any changes. There are often more strict county requirements on waterfront properties, especially within 100' of the creeks. The Architectural Committee is not responsible for approving any construction that interfaces with the waters of Whitehall or Ridout Creeks (e.g. piers, boat lifts, bulkheads, rip-rap, etc). Those approvals should be sought from appropriate Federal, State or County agencies. An exception is for boat sheds, the design of which shall also be subject to Amberley Architectural Committee approval in the same manner as other structures on the property. Subject structures which are built in Amberley and which have not received approval by the Architectural Committee are subject to possible sanctions, up to and including removal of the structure.

Deed Restrictions (DR) and Guidelines (GL)

DR #1 "That the lot or lots hereby conveyed shall be used for residential purposes only."

GL: "Residential Purposes" shall be those defined under the current zoning regulations of Anne Arundel County, as pertain to Amberley's "R-2" status.

DR #2 "There shall be constructed only one dwelling on each lot hereby conveyed, and no double dwelling or apartment house of any nature or character shall be erected thereon."

GL: "Double Dwelling" is deemed to mean a residential structure designed for occupancy by more than one one-family unit, and as further defined by applicable zoning codes.

DR #3 Deleted

GL: Null and void in its entirety as a result of court decisions.

DR #4 "That the grantees agree that before any building or buildings are constructed or erected on said lot or lots, the plans and specifications for the erection or construction of such building or buildings are to be submitted to and approved by the owners or their agents, of "Amberley" (formerly "Hollywood Acres")."

GL:

- a. In accordance with Deed Restrictions numbers 2, 4 and 5, these criteria shall apply to the following building construction, additions, renovations or replacements on lots in Amberley:
 1. Primary dwelling building
 2. Garage building
 3. Outdoor storage building
 4. Outdoor swimming pool
 5. Other structures- fences, gazebos, benches, wishing wells, etc.

- b. Structures must be constructed from materials that will not detract from nor mar the natural beauty of the community. The design of the buildings shall be consistent with the community as a whole. Exposed block walls shall be suitably parged.
- c. In order to preserve for future generations the natural beauty and protection arising from the trees and topography of Amberley, the Association stresses that both trees and topography should be left undisturbed insofar as possible. The Community of Amberley is located in the Critical Areas surrounding the Chesapeake Bay; and as such we are expected to follow County and State laws regarding critical area protection. Reforestation and the use of native landscape plants for privacy screening is encouraged.
- d. The final grading of a lot shall be performed so the water drainage existing prior to construction will not be altered to the detriment of adjoining properties. Further, under no circumstances will any sewerage, household drainage, or trash be allowed to empty into the surrounding creeks or drainage ditches at any time.
- e. Two sets of plans shall be submitted to the Architectural Review Committee of the Amberley Community Association; each set shall consist of drawings for the structure to be built, and drawings for the site which address grading and drainage, where applicable. Any changes made to already-approved plans prior to or during actual construction must be resubmitted to the Committee. One set of approved plans will be returned to the owner, and one set retained in the Community's historical files. According to the Amberley Bylaws a fine can be imposed if any homeowner fails to provide the Architectural Committee with the required plans for approval prior to construction. Any Member shown to have violated such guidelines shall be required to pay all costs of enforcement, including reasonable attorneys' fees and fines and penalties as may be permitted by law, but not less than \$100 fine per occurrence. Decisions of the Architectural Committee regarding enforcement of the guidelines, deed restrictions or covenants may be appealed to the Board for reconsideration.
- f. When Anne Arundel County Building Permits are required, two copies of the permit must accompany the plans submitted to

the Architectural Review Committee of the Amberley Community Association.

DR #5 "All buildings including porches and bay windows constructed on said numbered plots as shown on the aforesaid plat, shall not be constructed closer to any road or street line than the building line as shown on the aforesaid plat, nor closer than 10 feet of the side lines or party line of an abutting lot in said subdivision."

GL: It is to be noted that Amberley's 10-foot side-yard setback requirement is MORE restrictive than Anne Arundel County's "combined" 20 foot with a minimum of 7 feet on one side. A County zoning approval of less than 10 feet on ANY side cannot be presumed valid in Amberley. However, requests for variances, where special circumstances prevail, will be considered by the Committee, but granting of such variance is not to be presumed; nor will such variance, if granted, set a precedent for any other.

DR #6 "No outside toilet shall be constructed upon any of the plots as shown on the hereinabove referred to plat and no sewerage or trash of any kind shall empty into the waters of Ridout Creek or Whitehall Creek or any tributaries thereof, and all houses must be provided with cesspools or septic tanks or other similar device for the sanitary disposal of waste matter, and said systems must comply with the health and sanitary laws of the State of Maryland and Anne Arundel County;"

GL: Anne Arundel County regulations specifically define sewage as that discharge which emanates from "bathrooms, kitchens, laundry fixtures, and other household plumbing." It MUST receive adequate treatment from an approved sewage treatment unit before effluent is discharged to a County-approved disposal area. No direct discharge of sewage of any type will be permitted onto the ground surface, into storm drains, or natural water courses. Any violations of these statutes will be immediately reported to appropriate County officials for corrective action.

DR #7 "No solid board fence shall be erected or maintained on any of the numbered plots as shown on the aforesaid plat, and no type of fence or hedge shall be maintained on any of the plots as shown on the aforesaid plat at a height of more than 48 inches."

GL: Fences with a maximum height of 4 ft

Amberley Deed Restrictions

are considered to be the normal character of Amberley fencing. This ensures a neighborly, open atmosphere. Exceptions to the Amberley restrictions on height and type of fencing will be considered in the following special cases:

- a. Fences up to a 6 ft height will be considered for areas around swimming pools, and small non-perimeter privacy and nuisance areas. Fences above 4 ft along the property lines are unlikely to be approved under anything but extraordinary circumstances.
- b. Fences over 4 ft within the area between house and street are unlikely to be approved under anything but extraordinary circumstance.
- c. The Architectural Committee may require an adjoining neighbor's consent for any fence which affects such neighbor's view and exceeds 4 feet. Nonconforming fence requests must be made in detail, showing plot plan, catalog or other design details, and reason for request. Well-kept ornamental hedges will not be considered nonconforming for this restriction. Fences not approved by the architectural committee must be removed.

DR #8 "No chickens, poultry, pigs or live stock of any kind shall be kept on any of the numbered plots as shown on the aforesaid plat, and no dogs or cats or other domestic animals shall be kept except those that are household pets, and the same shall not be allowed to run at large."

GL: Self-explanatory, except that boarding and/or breeding kennels or operations are deemed to be strictly prohibited.

DR #9 "The parties of the first part, their successors or assigns reserve the right at any time to zone parts of the subdivision other than the numbered plots for business purposes and when so zoned, no buildings shall be built, occupied, or used for any business purpose except within said zone, and then under such restrictions and conditions as shall be provided for in said zoning restriction."

GL: No longer applicable.

DR #10 "That the said Grantees agree for themselves, their heirs and assigns to pay the owners of "Amberley" (formerly "Hollywood Acres"), their successors, or assigns, the sum of Ten Dollars annually on each lot hereby conveyed, to be used by the said owners of

"Amberley" (formerly "Hollywood Acres") or their successors and assigns, in and for the construction, care and upkeep of the roads and streets of "Amberley" (formerly "Hollywood Acres"), and the said Grantees agree to pay a similar amount each and every year thereafter, said payment to be due and payable on the first day of January of each year, and the same shall be a lien against the said lot hereby conveyed and be a covenant running with the land and shall be promptly paid by the said Grantees, their heirs and assigns, said payments as specified in this agreement are to continue and be in force until such roads are conveyed to and taken over by the County Commissioners of Anne Arundel County."

GL: No longer applicable.

DR #11 "No nuisances of any kind shall be permitted on any of the numbered plots as shown on the aforesaid plat, and there shall be no picnicking, camping or living in tents or garages on any of said plots, and there shall be no disrobing in automobiles nor bathing there from."

GL: Nuisances shall be deemed to include, but not be limited to, the following examples: unkempt lawns; overgrown, untrimmed bushes, shrubs extending over property lines, deteriorated buildings; unsightly accumulations of trash, lawn and/or construction debris, inoperable or unlicensed vehicles, etc.; continual disruptions of peace and privacy of residents.

DR #12 "These covenants and restrictions shall run with the land hereby conveyed and shall be binding on the Grantees, their heirs and assigns."

GL: Self-explanatory.

COUNTY TREE AND VEGETATION CUTTING/REMOVAL REQUIREMENTS

The Chesapeake Bay Critical Area is a resource protection program that governs land use within 1,000 feet of high tide or tidal wetlands. Almost every bit of Amberley is located within the Critical Area. The program aims to minimize the negative impacts of development on water quality and to conserve fish, wildlife and plant habitats. Please use these requirements to keep Amberley a green forested haven. As of 2014, the county law designates two areas within the critical area.

THE BUFFER AREA

Within 100 feet of shores, wetlands and streams with tidal influence; and any attached marsh or banks of 15 degree slope plus 50 feet. This area is more tightly managed because 90% of storm-water pollution can be stopped by this buffer.

1. A **Standard Vegetation Management Plan** is needed for removing or significant pruning of ANY vegetation, including trees in danger of toppling onto structures, and standing dead trees. Approval is not required for: Planting vegetation, Maintaining an existing lawn, Transplanting existing vegetation.

2. Other covered activities include eradication of invasive species and non-structural access paths (mulch only, wood or gravel require more permitting) to the water.

If you need to do any of these activities within the 100 foot buffer:

- a) Complete, sign and submit a **Standard Vegetation Management Plan** to the Anne Arundel County Office of the County Forester for approval prior to beginning work. Approval can take from 1 to 10 days depending on the complexity of your request.
- b) Requests must include a property sketch indicating the on-site location of the vegetation or individual trees to be removed. Requests submitted without a sketch may be rejected. Photographs of the area and problem situation can speed approvals.
- c) Trees removed must be replaced 1:1 somewhere on the property, though large species may be replaced with smaller species. Only native vegetation can be used.
- d) Pruning of trees must be performed to industry standards (ANSI A300) and may only be performed by the homeowner or a State of Maryland Licensed Tree Expert. Work not performed to standard may be reported to the Department of Inspections and Permits. Topping of trees will not be approved and is a violation.

THE CRITICAL AREA OUTSIDE THE BUFFER

Between the 100 foot buffer and the 1000 foot Critical Area boundary, the management practices have been simplified.

1. Only areas over 5000 sq. ft. require the **Standard Vegetation Management Plan**.

- a) 5000 sq. ft. = a square approximately 70 feet on a side = about 3 large mature trees. The area is calculated on the spread of the tree's canopy.
- b) Trees removed must be replaced 1:1 somewhere on the property, though large species may be replaced with smaller species. Only native vegetation can be used.

Requests for the removal of individual trees (only) that are submitted with photos and a narrative description detailing the need for removal may be processed expeditiously.

Email forms (call for address) to increase speed.

Stumps can be ground, but not extracted.

Ground disturbance greater than 1000 sq. ft. may require a revegetation plan with native plants.

If you have questions, need advice or check on a neighbor's vegetation work, contact the County's Forestry Program at 410.222.7441.

The form location:

www.aacounty.org/PlanZone/Development/VegetationManagement.cfm

Submit Forms to:

County Forester
Dept. of Inspections and Permits
2664 Riva Road, 2nd Floor
Annapolis, MD 21401

A useful emergency reporting number for erosion, water pollution, or improper tree cutting problems is (410) 222-7777.

The above is a summary of 2014 regulations and is not to be relied on in lieu of a careful review of applicable laws and regulations available from the County. Prior to commencing any work within the critical areas current applicable laws and regulations should be thoroughly reviewed.

PIER RULES AND REGULATIONS

RULES AND REGULATIONS FOR THE USE OF THE AMBERLEY COMMUNITY ASSOCIATION PIERS, PIER ACCESS AREAS, AND BOAT SLIPS

All Amberley property owners, residents, and their accompanied guests are entitled to the use of the pier access areas and the piers subject to the Rules and Regulations contained herein. Rules 1 through 17 below apply to this entitlement. All of the Rules below (1 through 26) apply to slip holders and slip renters. These Rules and Regulations are in addition to and do not modify any of the terms of the Amberley Slip Agreement and Lease, the Amberley Slip Rental Agreement or the 'Amberley Pier Keyholder Agreement'.

- Swimming is not permitted under any circumstances. The Amberley Community Association, Pier Committee, and Amberley property owners and residents are not liable for injury or loss if these rules and regulations are violated either intentionally or unintentionally. Parents shall be responsible for the safety and conduct of their children on the piers and in the pier access areas.
- There shall be no littering, no smoking, excessive noise, or nuisance on boats or premises that would be objectionable to residents. Residents or guests who use the piers or pier access areas for any purpose whatsoever shall insure removal of all generated trash and litter from the area. Guests shall be accompanied by a resident or property owner while using the piers or access areas.
- An overnight stay on boats at the piers is prohibited. Overnight camping, picnicking, or parties in the pier access areas or at the piers is also prohibited.
- The chain gates must be locked at all times except when the pier area is occupied. Keys are available from the Pier Chairman or Pier Captains with the signing of a Keyholder Agreement. Cars are not permitted to remain unattended in the driveways to the piers and specifically between the streets and the chained gates.
- Parking is restricted to one car per property owner or resident while using the piers.
- There shall be no storage of vehicles or trailers in any of the pier access areas.
- No motors or gasoline tanks of any size may be stored on the piers or the pier access areas.
- Launching of boats under 2500 pounds gross weight which require trailers is permitted only at Community Pier #2. Only residents or property owners may launch boats at Pier#2.
- Boats that are beached must be properly secured in a neat and orderly manner in designated racks or other assigned areas. All boats in the water in or about the piers must be properly secured in assigned slips and owners must have executed either an Amberley "Slip Agreement and Lease" or "Renter Agreement".
- Maintenance or repairs to boats, done by other than the owner, must be controlled by the owner. Owners are responsible for any damage done to the piers or access areas by themselves or those performing maintenance for the owner.
- Boats entering or leaving the docking areas shall proceed with extreme caution and at reduced speed. Any damage done to the piers or pier access areas is the responsibility of the property owner or resident involved and they will immediately notify the Pier Chairman or any Pier Captain in the Chairman's absence to initiate a remedy for the damage.
- Guest boats may be moored in an available slip for a period not to exceed seven days upon permission of the Pier Community Chairman or Pier Captain.

13. No modification or appendage to the piers or docking facilities shall be made without prior approval of the Pier Committee. Under no circumstances will commercial operations or chartering of boats of any kind be permitted.
14. Boats kept at the community piers must comply with State and Federal registration and safety requirements. The boat's owner may be asked for proof of registration or documentation. Boat owner must provide evidence of a minimum aggregate of \$500,000 in public liability and property damage coverage insurance specifically set forth in the owner's marina/yacht or homeowner's policy.
15. Boats kept at the association slips must be fully operable and in seaworthy condition during the boating season (April 15 to Nov. 1). They must be currently licensed and appropriately insured, and in full compliance with all applicable Coast Guard and DNR regulations. The owner(s) of any boat who are unable to demonstrate compliance with these conditions must take the necessary steps to bring said boat into compliance within 30 days of written notice from the pier committee, or remove the boat from the Amberley piers. Failure to do so will result in termination of the lease, and removal of said boat at the expense of the owner.
16. Pumping of heads or bilges containing oil or any other polluting substance at or in the vicinity of the piers is prohibited by Federal and State laws.
17. A property owner or resident has the right to appeal the decisions of the Pier Committee to the Board only after first presenting his appeal to a meeting of the entire Pier Committee. Further appeal of the Board action can be made to the general membership of the Amberley Community Association and the Association's vote will be final.
18. All boat slips are reserved through the signing of the Slip Agreement and Lease, and payment of required assessments. The signers are hereinafter called "Leaseholders". To obtain and hold a slip lease the applicant must be a property owner in Amberley, a current member in the Amberley Community Association, and must make a payment of an initial, refundable fee, any special assessments, plus a non-refundable annual maintenance charge. The amounts will be determined by the Pier Community with approval of the Board of Directors.
19. The slip lease entitles its holder to sole occupancy of an assigned slip, except as covered by paragraph fifteen (15) above. These rights and privileges are extended on the basis of compliance with all rules and regulations as set forth by the Pier Committee and as may be contained in the slip lease.
20. The lease owner shall not at any time sublet the lease to any person whomsoever.
21. Any lease owner or renter keeping a boat at the community piers or access areas must have at least 50% ownership in such boat and the boat must be registered at an Amberley address.
22. A waiting list for slip leases shall be kept by the Pier Committee and listed in the order that requests are received. In the event that slips are not taken by lessee they shall be made available through rental by the Pier Committee.
23. A slip lease can be relinquished at any time and for any reason. The initial fee plus any special assessments will be returned upon reassignment of the lease to another property owner.
24. If at any time the lease owner shall not occupy the slip, the Pier Committee, upon twenty (20) day's notice to the lease owner, shall have the right to use the slip for whatever benefit or purpose it deems appropriate or to rent the slip to any other Amberley property owner or resident in accordance with the terms and conditions set forth in a rental agreement. Such rights shall be in force until such time as the lease owner desires to occupy the slip. The lease owner must give to the Pier Committee twenty (20) day's written notice before occupying a slip that has been rented,
25. Assignment and control of slips and piers, rule enforcement and amendments, lease

Amberley Pier Regulations

cancellation, and all decisions pertaining thereto shall be vested in the Pier Committee subject to review by the Board of Directors of the Community Association.

26. Pier slips will be assigned annually by the Pier Committee based upon the attached priority system. Slip reassignment may be occasionally necessary throughout the year as lessors, renters, and boats change. Also dredging may require the removal of boats for a short period of time to accommodate the required work. Notice will be given as far ahead as possible when boats need to be moved for any reasons

SLIP ASSIGNMENT PRIORITY SYSTEM

- A1. General Provisions. Every effort will be made to accommodate the boats of all current leaseholders. The design of the slips at the Community piers is ten (10) foot beam by twenty-five (25) foot length. The Pier Committee will attempt to accommodate larger boats, however such accommodation cannot be guaranteed. Therefore if considering a boat larger than the design width or length please contact the pier committee for possible availability
- A2. Seniority of Leasehold. The first consideration in the assignment of a slip is the length of time a leaseholder has continuously held his current lease. The longer one has held his lease, the higher the priority. In assigning the slips, the preference of leaseholders with respect to which pier they will be assigned will be according to seniority.
- A3. Use of Slip Resources. The next consideration in assignment of a slip is efficient use of the pier resources. The most important of these resources is slip width and slip depth. Consideration will be given to the draft and beam of the boat and to the boat's maneuverability.
- A4. Accommodation of Preferences. Every effort will be made to accommodate a modification to slip assignments which have been agreed to by the assigned slip holders.

ASSIGNMENT PROCESS

- B1. Leaseholders will be ordered by seniority according to the lease signing dates with the longest continually held lease being first and ending with the most recently signed lease. Current membership in the Amberley Community Association will be verified.
- B2. In order, each leaseholder will be assigned to a pier which best meets his preference as to pier.
- B3. In order, each leaseholder will be assigned a slip, which: accommodates his boat using the minimum slip draft, beam, maneuverability, and waterway access for overall boat length considering inboard slip access.
- B4. After all leaseholders have been assigned slips, any remaining slips will be assigned to slip renters.
- B5. The above slip assignment process will be followed for renters using the time which one has been continuously renting a slip to determine seniority. Leaseholders who also occupy a space may also rent a space but only after all other perspective renters are accommodated. Their assignment priority will be determined by their lease signing date. Each household may occupy no more than two slips at any time.
- B6. In recognition of the possible compromise of the view by high superstructure boats at Pier 2, Slip 2, the Pier Committee will not assign a boat to Slip 2 with a superstructure or dodger/bimini higher than 8' above the boat's waterline.
- B7. The Pier Committee is authorized to modify the assignments resulting from the use of this assignment system, if, in their judgment, a better assignment results therefrom.

October 2, 2006