

**BERRYWOOD COMMUNITY ASSOCIATION, INC.**

**AMENDED BY-LAWS**

**Amended: January 9, 2024**

**ARTICLE 1: NAME**

The name of the corporation shall be **BERRYWOOD COMMUNITY ASSOCIATION, INC.**

**ARTICLE II: PURPOSES AND OBJECTIVES**

**Section 1. Purpose:** The purpose for which this non-profit corporation is formed is for the consideration and advancement of recreation, pleasure, education, charitable, civic, legislative and other non-profitable purposes by group discussion and by concerted action in the area known as Berrywood, Severna Park, County of Anne Arundel, State of Maryland. **Section 2.**

**Objectives:** The objectives of this non-profit corporation are:

- To promote the general welfare of the property owners and residents of Berrywood.
- To further harmonious relations among members with full regard for the legal rights of all and the will of the majority.
- To continue the spirit and intent of the restrictions designed by the Developers of Berrywood for the protection of property values, the convenience of the purchasers and the continued attractiveness of Berrywood.

The Declaration of Restrictions was recorded by the Developers on the 3rd day of January, 1966 in Book 1936, pages 373-379 among the land records of Anne Arundel County. All of the restrictions, conditions, and covenants remain in force until the 3rd of January, 1976, and shall be automatically renewed for each ten year period thereafter, unless at least two-thirds of the lot owners in the subdivision shall, at least six months prior to any such renewal date, agree in writing to a change in or an abrogation of any or all of the restrictions, and records such writing so amending or abrogating the restrictions. Additional restrictions may be added, but not in modification of existing restrictions except as PROVIDED above, to apply positively to all lots in the subdivision at the instance of the then owners of more than 50 percent of the then platted residential lots.

**ARTICLE III: MEMBERSHIP**

**Section 1. Eligibility:** There shall be three types of membership: Regular, Associate, and Honorary. Regular membership shall be restricted to residential property owners residing on the premises of Berrywood herein referred to as the community. Associate membership shall be broken down into two categories;

1. Leasees residing in the community, and
2. Property owners not residing in the community.

Associate members shall have voting rights identical to regular members except they shall have no vote on issues decided by the President to be germane to residential property owners, i.e., these issues affecting property values. Only one vote shall be allowed per property/house, either the leasee or the non-resident property owner. If both the non-resident property owner and the leasee are associate members, the non-resident property owner has the vote for the property unless the leasee has written authorization from

the non-resident property owner to vote for the property. They shall have other rights identical to regular members except they shall be ineligible for election to any, position of Director or Officer, as defined in Article VII and VIII.

Honorary membership may be extended to any deserving individual at the discretion of the Board of Directors. Privileges of honorary membership include all these applicable to regular membership except the rights of voting and holding office on the BCA Board. Application for Honorary membership shall be in writing to BCA Board Welcome/Membership Liaison or the Committee Chairperson of the Welcome/Membership Committee and upon approval of the Board of Directors, shall be admitted to membership. Membership shall include all persons in member's household, PROVIDED HOWEVER that each membership is entitled to only one vote and that only one member of a family or household shall be eligible to serve on the Board of Directors at any one time.

**Section 2. Dues:**

2.1 Annual dues of Regular and Associate and shall be determined by the Board of Directors. Further, no annual dues invoice may exceed 110% of the previous year's dues, and will be supported by an approved operating budget. Effective January 2025 the due date for dues will be changed from March 1st to January 31st., PROVIDED, that any purchaser or resident who takes possession of such property on or after January 31st of any year shall be eligible for membership on a basis equal to 1/12th of the annual dues per month from the date of possession.

2.2 New members. New members or reinstated members are required to pay an initiation fee upon joining the association. The initiation fee shall be set at 150% of the current dues and will be supported by an approved operating budget.

**Section 3. Suspension:** Members in arrears in the dues, maintenance fees or other payments to the BCA for a period of 30 days may be subject to suspension from all privileges of the Association by action of the Board of Directors at any of their meetings; continued delinquency in this respect will warrant termination of-membership in the Association upon majority vote of the Board of Directors.

**Section 4. Refund:** Upon sale of or termination of lease of property, the member is entitled to a refund of all fees and dues on a prorated basis equal to 1/12th the annual rate per month for the remaining months to the end of the fiscal year.

**ARTICLE IV: PRIVILEGES**

**Section 1. General:** Membership in good standing shall entitle members and their guests to the ordinary use of all Association facilities, subject to the rules recommended 'by the appropriate committees of this Association and established by the Board of Directors. Guests using Association facilities must be accompanied by a member. No owner, purchaser, or tenant of Berrywood may qualify as a guest. All persons who use the Association facilities do so at their own risk.

**ARTICLE V: MEETINGS**

**Section 1. Regular Meetings:** There shall be two regular meetings of the Association each year.

The Annual Meeting which shall be during the month of January of each year on such day as the Board of Directors shall select, and the Fall Meeting which shall be held in September of each year on such day as the Board of Directors shall select.

**Section 2. Special Meetings:** Special meetings of the Association may be called at any time by the President, by majority vote of the Board of Directors, or by request of 20 per cent of the regular membership. **Section 3. Notice of Meetings:** Notice of all meetings of the Association both regular and special, shall be given to all members in writing at least ten days before date set for the meeting.

This notice shall include a statement of the purposes of the meeting, the matters to be discussed and the issues to be presented to the members for decision. No business may be conducted at special meetings other than that specifically set forth in the notice of special meeting sent to the members.

**Section 4. Quorum:** At any meeting of the Association, 29 voting members shall constitute a quorum, PROVIDED THAT, notification of the time, place, and purpose of such meeting shall have been sent to all members as provided in Section 3 of this ARTICLE.

**Section 5: Procedure:** Meetings shall be conducted per and governed by accepted parliamentary procedure. In case of dispute, Roberts Rules of Order shall be followed.

#### **ARTICLE VI: VOTING**

**Section 1: Votes:** Any member of a household, 18 years of age or older, may act as representative of his household for voting purposes. Boards of Directors are not ineligible to vote as members as a result of holding office. Only regular members who have paid their dues are eligible to vote in the annual election of Board members.

Section 1(a): The Association Board shall cause the ballots to be delivered to each member by first class mail. Each ballot shall be so marked as to ensure that only one ballot per member household is cast.

**Section 2. Absentee:** Written absentee ballots may be cast by members on the forms provided by the Association under the following circumstances:

X For election of Directors

X For matters affecting property values

X For amendment of By-Laws

X For any matter upon which the Board of Directors seeks instruction from the membership as a whole.

The Board of Directors shall prescribe the issuance, format, and tabulation of absentee ballots, PROVIDED HOWEVER, that no absentee ballot be opened, inspected, or tabulated in advance of opening of the meeting. **Section 3.**

**Approval of Orders:** A majority voice vote of members present, at any meeting of the Association, shall be sufficient to carry any motion or decide any issue except:

**Election of Directors:** Annual Election of Directors shall be by written ballot case either in person by a member at the meeting or by absentee ballot. The positions on the Board of Directions shall be filled by the individuals receiving

the highest number of votes cast. In the event of a tie vote to fill any vacancy, a run-off election shall be held immediately, and the person receiving the highest number of votes from those present and voting shall be declared elected.

**For Matters Affecting Property Values:** Approval shall require written ballot cast by a regular member, cast either in person at the meeting or by absentee ballot. **Amendment to the By-Laws:** Such amendment shall require written ballot, cast either in person at the meeting or by absentee ballot. For any matter upon which the Board of Directors seeks instruction from the membership as a whole, shall be by written ballot, cast either in person by a member at the meeting or by absentee ballot.

## **ARTICLE VII: DIRECTORS**

**Section 1. Executive Power:** The executive power of the Association shall be vested in a Board of Directors, which shall consist of nine regular members selected from the membership of the Association at the Annual Meeting held in January.

**Section 2. Officers:** The officers of the Association shall consist of a President, Vice-President, Secretary, and Treasurer who shall be elected by and from the Board of Directors immediately following the election of the Board of Directors.

Immediately following the annual meeting of the general membership at which members of the Board are elected and installed, the Board shall meet for the purpose of electing the Officers of the Association from among their members,

provided a quorum is present. If a quorum is not present, a meeting for the purpose of this article shall be arranged at the earliest possible date. A simple majority of the Board shall constitute a quorum. This meeting of the Board shall be presided over by the outgoing President who shall conduct the procedure for election of officers as follows:

Each member in turn shall be offered the nomination for President and upon acceptance shall be required to make a statement of reasons and qualifications for acceptance. A similar procedure shall be followed for the offices of Vice-President,

Secretary, and Treasurer except that no statement shall be required. If, following any poll, no member accepted the offer of nomination, the President shall require nominations from the Board. Following each nomination, the President shall conduct a secret poll to determine a winner. In the event of a tie vote, the winner shall be determined by a lot if there were not two nominees or by a runoff election if there were more than two nominees. Any of the provisions of this paragraph may be suspended by a vote of two-thirds of the Board members in attendance.

**Section 3. Board of Directors:** The Board of Directors shall consist of nine regular members as set forth in Section I of this ARTICLE and shall be elected at the Annual Meeting. Three Board Members are elected annually for a three year term. A Director may be elected for two consecutive three year terms, but no more than six consecutive years on the Board. If because of vacancies for other reasons, there are more than three members to be

elected, members shall be elected to fill the expired terms. All individuals

elected shall serve until their successors are elected and qualified and shall serve without remuneration.

**Section 4. Nominating Committee:** A nominating committee consisting of three members shall be appointed by the President at least 30 days in advance of the annual meeting. The nominating committee shall submit six names for filling the three regular vacancies for the three year term and two names for each of the other vacancies which may exist at the time. **Section**

**5. Vacancies:** Vacancies which occur in the Board of Directors, otherwise than by expiration of term, shall be filled by a majority vote of the Board of Directors, and the individual so elected shall serve until the next annual Election.

**Section 6. Meetings:** The Board of Directors shall hold meetings at least monthly under such rules as they may prescribe. A quorum for the conduct of business shall consist of five members.

**Section 7. Budget:** The Board of Directors shall submit a budget for approval by the membership of the Association at the Annual Meeting. This budget shall show the estimated income and expenditures for the coming fiscal year. The fiscal year will run from February 1 to January 31.

**Section 8. Indemnification:** Each person who serves as a Director or Officer of the Association shall be indemnified by the Association against expenses actually and necessarily incurred in connection with the defense of any action, suit or proceeding in which he/she is made a party by reason of his/her being or having been a Director or Officer of the Association, except in relation to matters as to which he/she shall be adjudged in such action, suit or proceeding to be liable for gross negligence or willful misconduct in the performance of his duties.

#### **ARTICLE VIII: DUTIES OF OFFICERS**

**Section 1. The President:** The President shall be the chief executive officer of the Association and shall, when present, preside at all meetings. He/she shall have all powers ordinarily exercised by the President of a corporation. The President shall have authority to sign and execute in the name of the Association all authorized mortgages, bonds, contracts, and other instruments. The President shall be a non-voting member of the Board of Directors except that he or she shall be required to vote to break tie votes. The President shall have the power to appoint all committees. **Section 2. The Vice-President:** The Vice-President shall preside at the meetings in the absence of the President and otherwise carry out the duties of the latter in his/her absence.

**Section 3. The Secretary:** The Secretary shall keep the minutes of all meetings, shall see that all notices are prepared and mailed, shall perform all duties ordinarily incident of the office of a Secretary of a corporation and such other duties as may be assigned by the President, and shall preside at meetings in the absence of the President and the Vice-President. The Secretary shall maintain a file of important Association documents and correspondence, and a calendar of important activities affecting the well

being of the community.

**Section 4. The Treasurer:** The Treasurer shall have charge and be responsible for all funds, securities, receipts and disbursements of the Association. The Treasurer shall deposit in a responsible bank all monies received for the

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account of the Association. The Treasurer shall make disbursements for the Association by check countersigned by any other officer. If no other officer is reasonably available to countersign a check, the Treasurer shall secure the e-mail approval of at least one other officer. A copy of the e-mail shall be retained by the Treasurer. The Treasurer shall be bonded at Association expense for such sum as the Board of Directions shall deem appropriate, but in no event for less than \$1,000.

**ARTICLE IX: AUDITING COMMITTEE**

At least thirty days preceding the Annual Meeting in February, an Auditing Committee shall be appointed by the President to examine the books of the Secretary and the Treasurer and to report on the results of the audit to the meeting.

**ARTICLE X: COMMITTEES**

**Section 1. General:** The Board shall conduct the affairs of the community by means of committees composed of members of the Association who will serve at the pleasure of the Board. The Board shall define the charter and approve the rules, regulations, budgets and expenditures of all committees. The charter, rules, regulations, and budgets shall be re-authorized by the Board annually, prior to the presentation of the annual budget to the Annual Meeting. The ongoing business of the Association shall be attended to by appropriate standing committees. The President and/or the Board may establish such other ad hoc committees as deemed necessary to advance the interests of the Association.

**Section 2. Standing Committees:** Committees shall be established annually to conduct the ongoing affairs of the community according to charters defined by the Board for the following purposes: civic affairs, community security, club house activities and maintenance, marina maintenance and regulation, grounds maintenance and beautification, community news and reporting, membership affairs, and ways and means. Individual Board members shall be designated to act as liaison for each of the committees. Members of the Board may serve as members of the committees, but they shall be disqualified from voting on any motion to refer to the Board for consideration and recommendations. Each committee shall prepare a schedule of activities for the year of their tenure and a budget for submission to and approval by the Board for the following year.

Committees are empowered to define their own rules and procedures, and also to establish regulations governing the rules and procedures for use of community facilities but all such rules and procedures shall be approved annually by the Board prior to becoming effective.

**Section 3. Ad Hoc Committees:** The Board shall establish such special committees as deemed necessary to advance the interests of the Association. Committee membership shall not be restricted but members shall be appointed by and serve at the pleasure of the Board of Directors

who shall define the charter of the committee.

Ad Hoc Committees may not take any action affecting the affairs of the community except with the express approval of the Board. Such committees may not expend any funds without express prior approval of the Board. Ad Hoc Committees may not duplicate the purpose or activities of any standing

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committee and must be evaluated at least annually as to charter and continuance.

**ARTICLE XI: ORDER OF BUSINESS**

At regular meetings, the order of business shall be as follows:

Reading of the minutes of the previous meeting.

Report of the Board of Directors.

Report of the Treasurer.

Correspondence.

Elections.

Report of Special Committee.

Report of Standing Committee.

Unfinished business.

New business.

Adjournment.

**ARTICLE XII: REMOVAL OF OFFICERS, DIRECTORS OR MEMBERS Section 1.**

**Removal:** No member, Officer or Director may be removed except for just cause, with formal charges being stated in writing with the signatures of 25 per cent of the active membership of the Association. In addition, a hearing must be held before a committee of 12 members of the Association appointed by the Board of Directors for this purpose only. No signer of the charges nor officer or member of the Board may be a member of the impeachment committee. The chairman of this committee shall be elected by the members and shall have full voting powers in the committee. A finding of "just cause for impeachment" sustained by two-thirds vote of the committee, and ratified by two-thirds vote of the active membership of the Association shall automatically remove the impeached officer, director or member from his/her office or membership.

**ARTICLE XIII: DISTRIBUTION OF ASSETS AFTER TERMINATION Section 1.**

**Assets:** No member of this Association shall have, as an individual, any interest or title to the assets of the Berrywood Community Association, Inc., and such assets shall be devoted exclusively to the purposes of the Association.

**Section 2. Dissolution:** In the event of dissolution or other termination of the Association, all of its assets shall be assigned to an institution that qualifies for tax exemption under the Internal Revenue Code of 1954 as provided in Section 501 (c) or any amendments thereto, as selected by the Board of Directors.

## BERRYWOOD DEED RESTRICTIONS

The Community of Berrywood didn't just spring into being from good intentions. It took discipline, a set of shared values, a belief in legitimate authority, the pride of ownership by individual residents, and the Berrywood Deed Restrictions to make and keep our Community beautiful. Remember, the Deed Restriction Committee is here to serve as part of the Berrywood Community Association. Deed Restrictions apply to every lot in the community and are not limited to BCA Members.

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### PREFACE

The Declaration of Restrictions, Covenants and Conditions, known as the Berrywood Deed Restrictions, were first recorded in the land records of Anne Arundel County in 1966 by the Countryside Corporation, the developer of Berrywood. In 1980, Countryside Corporation transferred the responsibility of administering the Berrywood Deed Restrictions to the Berrywood Community Association (BCA). The BCA, under the Civic Committee, establishes an intra community group to monitor deed restrictions. This group is the Berrywood Deed Restriction committee and has been in operation since 1982. Membership of the Deed Restriction Committee represents a wide cross section of Berrywood residents. The Committee strives to include a member from each of the Berrywood Organizations: The Berrywood Community Association; The Berrywood Swim and Tennis Club; The Berrywood Women's Club; The Berrywood Yacht Club and Berrywood Residents-At-Large.

Committee membership is open to any Berrywood Resident. No limit is placed on the size of the Committee. **The Deed Restriction Committee does not initiate complaints of non-compliance but serves the interest of all residents by administering the Deed Restrictions.**

As a property owner it is your responsibility to obtain approval for a property

modification prior to beginning the project. As a property owner it is to your advantage to keep the Committee informed of violations. Berrywood residents do not have to sign the Homeowner's Violation Complaint Form. Residents may remain anonymous, if you choose. **The right to enforce the Deed Restrictions is not waived by the failure to enforce the restrictions in the past.** The Committee usually resolves issues of non-compliance quietly by encouraging a property owner to correct a violation. Most property owners appreciate the neighborly reminder. This helps Berrywood maintain its property values and appeal as a highly regarded attractive community of well-maintained residential homes and properties.

## OPEN LETTER TO BERRYWOOD PROPERTY OWNERS

Dear Berrywood Property Owner,

In 1966 the Declaration of Restrictions, Covenants and Conditions, known as The Berrywood Deed Restrictions, were first recorded in the Land Records of Anne Arundel County. Since then Berrywood has grown and prospered as a highly regarded residential community with visible property restrictions. The Berrywood Deed

Restrictions, as recorded, have served us well for over 30 years. The restrictions run with the land and pass to each subsequent property owner. The restrictions apply to everyone in the community and are not limited to BCA members. Compliance with the restrictions is everyone's responsibility. Today, these restrictions coupled with the pride-of-ownership displayed by the individual residents of Berrywood, make it one of the most desirable place to live and raise children in the Greater Severna Park Area. Berrywood reflects an attractive Community of single family, well-maintained residential homes and properties.

Conspicuous is the lack of chain link fencing, detached garages, storage of boats in driveways, parking of camping trailers on properties and the absence of noxious or offensive activities that often permeate communities without Deed Restrictions.

The Deed Restriction Committee of the Berrywood Community Association monitors the Deed Restrictions, hears complaints concerning violations, and reviews requests for property modifications. The Deed Restriction Committee does not initiate complaints but responds to concerned property owners requests to bring a property into compliance. Deed Restrictions are one of the tools we have for maintaining the appearance and the value of our properties. Deed Restrictions such as ours have been tested in the courts and are found to be legally binding and enforceable. Most of us will never have an occasion to be reminded about the Deed Restrictions because we are in compliance. The few complaints that do come before the Committee are usually quietly resolved and Berrywood continues to be the same community where we chose to invest our money, part of our life and for many of us - our future. Please study our Deed Restrictions and become familiar with their

requirements. You will find a Summary of the Declarations as well as the full text as recorded in the Land Records of Anne Arundel County.

**BERRYWOOD DEED RESTRICTIONS COMMITTEE  
SUMMARY OF DECLARATIONS**

**BERRYWOOD DEED RESTRICTIONS RESTRICT:**

Building more than one single family residential home per lot. (7)\* Erecting outbuildings, additions, detached garages or decks. Unless approved. Installing fencing or walls along property lines. Unless approved. Note: chain link type fencing never approved. (8)

Installing front yard fencing. Note: Never approved. (8)

Using a trailer, tent, basement or temporary structure as a residence. (9)

Installing or rising individual sewage systems or water wells. (10, 11)

Removal of topsoil. (22)

Installing external structures, large satellite dishes, short wave antennas, or solar panels on any lot or building. Unless approved. (26)

Installation of piers, bulkheads or permanent mooring upon riparian waters or attached to any lot. Unless approved. (15)

**BERRYWOOD DEED RESTRICTIONS RESTRICT THE STORAGE OF:** Inoperative or unlicensed automobiles on any lot, street or driveway. (14) Boats, trailers or camping vehicles in driveways, streets or in a position to be seen from the street. (17, 18)

Boats over 20 feet in overall length at any time. (17, 18)

Boats under 20 feet in overall length that are not annually moved for normal seasonal use. (17,18)

Sunken or excessively deteriorated boats in riparian waters. (16) Camping vehicles over 5 feet in overall height at any time. (17,18) Camping vehicles under 5 feet in overall height that are not annually moved for normal seasonal use. (17, 18)

Lumber, brick, stone, block or other building materials on any lot except when used in a reasonable time during construction. (22)

**BERRYWOOD DEED RESTRICTIONS DO NOT ALLOW:**

Keeping animals or fowl including cattle, swine, horses, chickens or ducks to be housed or bred upon any lot. (12)

Domestic household pets such as dogs and cats to roam unleashed off of the owner's property. (12)

Domestic household pets to disturb the health, peace, and quiet of the neighborhood. (12)

More than one FOR SALE or FOR RENT sign on any lot. (13)  
Sustained automobile repair or restoration or boat repair or restoration on any lot except within a permanent attached garage. (14) 4.  
Vehicles with exterior commercial advertising to be parked on any lot, driveway street of the community. (18)  
Operating a business (other than a home office) within the community. (7)  
Noxious or offensive activities, annoyances or nuisances upon any lot. This shall include, but not be limited to: failure to maintain the lot by allowing accumulation of trash, debris or refuse; allowing excessive growth of grass; storage of commercial or non-residential items in yards; parking automobiles in yards on non-paved areas of lots not intended for vehicle use. (19) Property owners who neglect to maintain the curb and street areas abutting their lot. This shall include, but not be limited to: failure to keep the curb gutter

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and street free of leaves and debris; allowing the build up of sand or dirt in curb gutter that blocks the flow of storm water; placing leaf bags in the curb gutter or street except on the night before county pick up of yard waste; placing trash containers the street except on the night before the county trash pick up. (21)  
*Numbers in parenthesis refers to paragraph in full text of recorded Deed Restrictions.*

## **COMMITTEE ORGANIZATION AND PROCEDURES**

### **ORGANIZATION**

The Deed Restriction Committee strives to be an intra-community committee composed of members from each of the following Berrywood Organizations: Berrywood Community Association; Berrywood Swim and Tennis Club; Berrywood Women's Club; Berrywood Yacht Club and Berrywood Residents-At Large.

### **CHAIRPERSON**

Shall be elected from the members of the Committee.

### **VISION**

The mission of the Berrywood Deed Restriction Committee, a standing committee of the Berrywood Community Association, is to:

- x Serve the interest of the property owners of Berrywood by monitoring the Restrictions, Covenants and Conditions as recorded in the land records of Anne Arundel County known as the Berrywood Deed Restrictions.
- x Review requests for property modifications.
- x Receive complaints from property owners concerning violations. x Notify property owners of actions needed to comply with the restrictions.
- x Coordinate actions with the BCA Board.
- x Report pertinent actions in the Berrywooder.

### **PROCEDURE**

Upon receiving a request for a property modification, the Committee will review the proposed plans and documents submitted and recommend an approval or denial so as to comply with the Deed Restrictions.

Upon receiving a homeowner's complaint of a violation the Committee will review the description of the violation and determine a course of action to

correct the violation so as to comply with the Deed Restrictions. **PROCESS**  
The Committee makes every effort to resolve issues quietly, in a timely manner, seeking the cooperation of the property owner to correct a violation. Violations that cannot be resolved with this neighborly approach will be referred to the BCA Board for further action.  
If the violation is covered by the Anne Arundel County Enforcement Code affecting Licenses, Permits or Zoning, the matter may be referred to the County for action.  
Deed Restrictions such as the Berrywood Deed Restrictions have been tested in the courts and found to be legal, binding and enforceable.

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### HOMEOWNER'S PROPERTY MODIFICATION REQUEST FORM

I am requesting that the Berrywood Deed Restriction Committee review the following proposal for a modification to my property.

NAME AND ADDRESS OF HOMEOWNER:

MODIFICATION REQUESTED:

DESCRIPTION (ATTACH PLANS, MEASUREMENTS, COLORS, PICTURES):

ESTIMATED TIME NEEDED FOR COMPLETION:

JOB TO BE COMPLETED BY THE HOMEOWNER OR A CONTRACTOR  
(INCLUDE NAME OF CONTRACTOR):

I HAVE NOTIFIED THE FOLLOWING NEIGHBORS ABOUT THE PLANNED  
MODIFICATION:

Thank you for your consideration of this matter.

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(Signature) (Date)

Mail To: BERRYWOOD DEED RESTRICTION COMMITTEE  
P.O. BOX 444  
SEVERNA PARK, MARYLAND 21146

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**HOMEOWNERS VIOLATION COMPLAINT FORM**

I am requesting that the Berrywood Deed Restriction Committee review the following, which I believe to be a violation of the Berrywood Deed Restrictions.

I HAVE HAVE NOT SPOKEN WITH THE PROPERTY OWNER.

I understand that this form does not have to be signed and that I may choose to remain anonymous and that by remaining anonymous the committee will have no way to notify me of their findings.

ADDRESS OF VIOLATION:

DETAILED DESCRIPTION OF VIOLATION: (Use back of form, if necessary.)

DURATION OR FREQUENCY OF VIOLATION:

COMPLAINANT'S RECOMMENDED COURSE OF ACTION:

Thank you for your consideration of this matter.

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(Signature) (Date)

Mail To: BERRYWOOD DEED RESTRICTION COMMITTEE P.O.  
BOX 444  
SEVERNA PARK, MARYLAND 21146

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**BERRYWOOD DEED RESTRICTIONS**

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**DECLARATION OF RESTRICTIONS**

THIS DECLARATION OF RESTRICTIONS, COVENANTS AND CONDITIONS made this 3rd day of January, 1966 by THE COUNTRYSIDE CORPORATION, a body corporate of the State of Maryland, hereinafter called OWNER and R. WILSON EVITT and ELSA S. EVITT, his wife, MORTGAGEES, WITNESSETH:

WHEREAS, by Deed from R. Wilson Evitt and Elsa S. Evitt, his wife, dated August 20, 1964 recorded among the Land Records of Anne Arundel County in Liber L.N.P. 1784, folio 345, said The Countryside Corporation is the Owner of all that tract of land included among the properties described therein or referred to and particularly all those parcels of land as shown on four (4), plats entitled respectively, "Plat 1, Plat 2, Plat 3 and Plat 4 of Berrywood\_and located near Severna Park in the Third Election District of Anne Arundel County, Maryland; said plats being recorded respectively in Plat Book No. 33, folios 61 through 64, inclusive; AND WHEREAS, the said R. Wilson Evitt and Elsa S. Evitt, his wife, are the holders of a certain Purchase Money Mortgage dated August 10, 1964 from The Countryside Corporation, subjecting along with other properties titled in The Countryside Corporation all those tracts or parcels of land included in the aforementioned plats respectively entitled, Plat 1, Plat 2, Plat 3 and Plat 4 of Berrywood;\_

AND WHEREAS, the said Owner intends to develop the said platted property for residential use, and to this end the land has been subdivided and the aforementioned Plats thereof prepared by Edward Hall III, Registered Land Surveyor of Annapolis, Maryland;

AND WHEREAS, the said Owner desires, as a part of its plan for developing a high class restricted residential community, to impose certain restrictions, covenants and conditions upon those lots as shown on said .plats, which restrictions, covenants and conditions shall run with the land and be enforceable, inter see, among the owners

from time to time hereafter of the said lots, and also by and for the benefit of the remaining land of the owner, as shown on said plats;

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AND WHEREAS, the said Mortgagees have joined in the execution of this Declaration in consideration of the enhancement of their security for the above mentioned Purchase Money Mortgage and other mutual benefits occasioned by the imposition of the herein contained restrictions, and by such execution intend to be and become bound to the same extent as the Owners and Owners from time to time hereafter of the said lots;

NOW THEREFORE, the Owner, for the benefit of itself, its successors, and assigns, as well as for the remaining land of the Owner, and the owners from time to time of the land or lots hereby affected and the Mortgagees for the benefit of themselves, their heirs, administrators and assigns, do hereby, covenant and declare that in consideration of the mutual benefits to be derived by the Owner and the Mortgagees and the subsequent purchasers of the lots in the subdivision, aforesaid, and as a part of the general plan of development hereof, all those lots shown on said plats shall, be forever subject to the following restrictions, covenants and conditions, which shall run with the land and be enforceable inter se, by the owners from time to time of the said lots, and also by the present Owner, The Countryside Corporation, its successors and assigns, in such manner that the purchasers from time to time of any said lots, by

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accepting a deed thereto, shall be held to have covenanted on behalf of themselves, their heirs, successors and assigns, to keep and observe these restrictions, covenants and conditions:

1. The rights and Powers reserved or given to the Owners by virtue of this document may be assigned in whole or in part to any one of more Corporations, associations, or committees that will agree to assume such rights, powers, duties and obligations, and carry out and perform the same. Any such assignment or transfer shall be made by appropriate instrument In writing in which the assignee or transferee shall have for the purpose of evidencing its acceptance of such rights; and powers, and such assignee or transferee shall thereupon have reserved rights and powers so-assigned or-transferred provided such written instrument be duly recorded among the Land Records of Anne Arundel County.

2. The Owner expressly reserves the title to both the surface and beds of all roads as laid out on the aforementioned plats or that may be laid out in the future, with reasonable and convenient ingress and egress to and from the land belonging to any lot owner, and they further expressly reserve the exclusive right to grade, change the grade, close or partly close any road within the development which will not immediately affect the right of ingress or egress of any lot owner. The Owner shall have the right to dedicate or convey the roads within the Berrywood Subdivision to any public authority having power to acquire the same.

3. Easements for installation and maintenance of utilities and drainage facilities are hereby expressly reserved as shown on the recorded plats. Nothing herein contained, however, shall be construed as preventing the further designation or location of additional easement strips by the owners at a time when lots are conveyed to individual purchasers.

4. All of the lots shown on the aforementioned plats shall be subject to an easement extending along each side lot line to a depth of five (5) feet, and along each rear lot line

to a depth often (10) feet, in favor of the Owner and the subsequent purchasers and occupants of each of the other said lots in the subdivision for the purpose of laying, constructing, erecting and maintaining water pipes, gas pipes, electric conduits or poles, drainage systems, or other public utilities and the aerial or underground installation of electric and telephone wires and necessary connections thereto to be used in common by the Owner, the lot owner, and the subsequent purchasers and occupants of the other lots in the entire tract; and the Owner reserves the right at any time to enter along the said easement for these purposes as well as upon the land immediately adjacent to such easement only to the extent reasonably necessary for installation or maintenance of such facilities.

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5. Nothing contained in these restrictions shall be deemed to preclude the Owner from re-subdivision and re-platting of the lands included within said plats. 6. The Owner shall not by these restrictions be precluded from designating an additional lot or lots for community or recreational purposes restricted in use to lot owners or to members of a corporation or association controlled by lot owners or the owners of seventy-five (75) or more lots in said Berrywood Subdivision in addition to such areas designated as "Recreational Area" on the aforementioned plats, and such 'Recreational Areas' and any such additional community or recreational areas as may be designated by the Owner may be similarly transferred to a corporation or association controlled by lot owners or persons owning at least seventy-five (75) lots in

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said Berrywood Subdivision. and formed for the purposes of enhancing or improving the residential character of the Berrywood community.

7. No building or other structure shall be erected, converted, permitted, maintained or operated on any lot for any purpose other than a single-family residential use; only one such structure shall be permitted on each lot, and no outbuilding or detached garage whatever shall be permitted in connection therewith, unless, prior to construction thereof, and at the expense of the lot owner, construction plans and specifications and a plan showing the location of the structure have been submitted together with an architect fee not to exceed \$25.00 and approved by an architect or committee as selected and designated by the Owner from time to time, as to, but not limited to quality of workmanship and material, harmony of external design and finish material, including paint colors, with existing structures, and as to location with respect to topography and finish grade elevation, such approval or is approval as required in these covenants shall be in writing and shall be rendered within thirty (30) days after plans and specifications have been submitted to him, failure by the architect or committee to approve or disapprove within such thirty (30) day period shall be construed as approval and full compliance with the requirements of this paragraph.

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8. No fence or wall shall be erected, placed or altered on any lot unless the plans therefor are similarly submitted to and approved by said architect or architectural committee and such approval or disapproval shall be made in the manner prescribed in paragraph 7 above.

9. No trailer, basement, tent, shack, garage, barn, or any other, outbuilding erected or maintained on any lot shall at any time be used as a temporary or permanent residence, nor shall any structure of a temporary character be used as a residence. 10. No individual sewerage disposal system, cesspool, pricy vault or other receptacle of

any

kind for the storage of liquid waste shall be used or permitted on any lot unless such system is designed, located or constructed in accordance with the minimum requirements, standards and recommendations of the Health Department of the State of Maryland, or other department of the County or State having jurisdiction and authority over such matters. Approval of such system, if installed, shall first be obtained prior to its use from such authority.

11. No wells for supplying water shall be dug, drilled, or installed on any lot or other part of the said platted property without approval in writing by the Owners. 12. No animals or fowl, including but not limited to cattle, swine, horses, chickens or ducks, shall be kept, housed or bred upon any lot in the subdivision. This coherent is not meant to restrict the ownership of domestic dogs or cats as household pets which are not kept for breeding purposes or sale are confined on the lot owner's property, and are in a number which in the opinion of the Owner may not be considered obnoxious to the health, peace and quiet of the neighborhood; however, maintenance of such pets in excess of four (4) may be without further justification or substantiation deemed obnoxious. Dogs and cats when off the owner's property shall be on a leash, subject to all State and County regulations.

13. No sign of any kind shall be displayed to the public vision on any lot except one professional sign of not more than one (1) square foot,

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or one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sale thereof.

14. No automobile repair or restoration or boat repair or restoration other than normal periodic boat maintenance shall be permitted on any lot or lots except under cover in a permanent approved structure. Inoperative cars may be stored only in garages and not on streets or driveways within said subdivision; however, such cars may be stored in designated portions of Recreational Areas but only by written permission of the Owner restricted in term of duration of such storage. 15. In the interest of maintaining a waterfront in keeping with the character of the community the Owner expressly reserves to itself control of riparian rights as the same pertain to lots in said subdivision and the installation or maintenance of piers, bulkheads, moorings and other riparian uses and, pursuant to this reservation, no bulkhead, pier, or permanent mooring shall be erected, placed, or altered upon the riparian waters of said subdivision or be attached to any lot of said subdivision without prior approval in writing of the Owners.

16. Sunken or excessively deteriorated boats shall be either raised, repaired, destroyed or removed as soon as practicable after such condition is reached. 17. On any one lot not more than three (3) boats under twenty (20) feet in overall length and not more than one (1) camping trailer of five (5) feet or less in overall height may be stored, provided such are out of clear view of the streets and are behind the dwelling located on such lots as the dwelling is principally oriented to such streets; and provided, further, such storage shall not continue for more than one (1) year unless annually interrupted by normal use of such boat or trailer.

18. Except as provided in paragraph 17 above, no boats, camping trailers, campers, and

cruisers or transient bows whether self-contained or designed as a trailer, motorcycles, commercial vehicles, automobiles with exterior advertising, trucks or other similar vehicles not designed for normal day-to-day family use shall be parked on any lot, in any driveway, or on any street of this Subdivision, but may be parked entirely within a garage or enclosed carport on a lot, or at such area as may be designated for such parking or storage at those portions of said subdivision shown on the aforementioned plats as 'Recreational Area'.

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19. No noxious or offensive activity or entertainment shall be carried on upon any lot nor shall anything be done or permitted thereon which may be at, become any annoyance or

nuisance to the neighborhood. For the purpose of this section and section 20 below, the term 'nuisances' shall include, but not be limited to, failure of a lot owner to maintain the lot

by allowing accumulation of trash, debris, or refuse or by allowing excessive growth of the ground cover, including but not limited to grass, grains, clover, weeds, or vines. 20. The Owner, its successors or assigns, shall have the right, upon giving five (5) days written notice to the lot owner or occupant, to enter upon any lot or lots upon which any structures or nuisances have been erected, maintained or permitted, contrary to

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any of these restrictions or conditions; or for any breach thereof in other manner, and to remove said objectionable structure or abate said nuisance or correct said breach, without liability-for damages for the same; and the said lot owner or occupant shall repay to the Owner, its successors and assigns the costs incurred in taking such action, including attorneys' fees incident to defending any suit arising there from.62 21. Each lot owner shall maintain all those portions of platted streets abutting his lot or lots, including sidewalks located therein which lie between his lot lines and the curb of such street or streets, and the Owner shall have the same rights to abate nuisances, as above defined, found therein together with recovery of costs of such abatement as set out in section 20 above.

22. At no time shall any of the lots herein described be stripped of its top soil or allowed to go to waste by wasting away or be made disorderly in appearance by being excavated for gravel, sand or other material or by having rubbish or trash thrown, dumped or disposed thereupon. No lumber, brick, stone, cinder block or other materials used for building purposes shall be stored upon any lot more than a reasonable time for the construction in which they are to be used to be completed.

23. Failure to enforce any restriction, condition or covenant herein contained shall in no event be deemed a waiver of the right to do so thereafter as to any breach occurring prior or subsequent thereto; and the declared invalidity of any one or more of these provisions shall not affect the validity of the others.

24. Restrictions in addition to and not in modification of these restrictions to apply prospectively to all lots in said subdivision may be added to these restrictions at the instance of the then owner or owners of more than fifty percent (50%) of the then platted residential lots.

25. All of the above restrictions, conditions and covenants shall remain in force -until the 3rd day of January, 1976, and shall be automatically successively renewed for each ten year period thereafter, unless at least two-thirds of the lot owners in the

subdivision shall, at least six (6) months prior to any such renewal date, agree in writing to a change in or an abrogation of any or all of the above restrictions and record such writing so amending or abrogating the aforesaid restrictions: 26. No external antennas (TV, satellite dishes, short wave, etc.) or similar type structures, or solar panels shall be installed on any lot or on any improvement thereon, unless the requirements of restriction #7 of these restrictions are complied with (plans and specifications submitted to and approved in writing by architectural committee).

x All new homes must meet the requirements of item #7 and have a minimum of 2,200 square feet of livable space,

x All new construction must have a sealed, hard surfaced driveway, x

All new construction must have at least a two-car attached garage, x All new outbuildings (sheds) cannot be of metal construction, x Fences cannot be of metal construction,

x No swimming pools can be constructed above ground.

**Berrywood Community Association  
Marina Operating Procedures and Rules  
Revised April 2015**

**I. Authority and Responsibility of Marina Committee**

**A. Authority** - The marina committee is authorized by the charter of the Berrywood Community Association (BCA) pursuant to Article 10, as amended to administer the following:

1. Slip and assignment, reassignment and regulation for use, including the dinghy rack(s)
2. Mooring assignments and regulations for use; this applies to moorings within the community marinas and to any other moorings specifically assigned to the BCA.
3. Storage areas, walkways and all BCA facilities and grounds within the marina areas.
4. Utilities assigned to the marinas.
5. Maintenance of any improvements to the marina facilities.

**B. Marina Committee Membership** - The Marina Committee chair(s) shall be elected by the members of the Marina Committee and concurred with by the BCA Board. The Marina Committee members *shall be* selected in a manner to insure a reasonable representation of the tenants of Marina I, Marina II and non-tenants of the "Slip Assignment Seniority List". The committee shall be comprised of no less than nine members including the Marina Chair(s). A five member quorum will be required to transact business. Passage of any motion will require a favorable vote of a majority of the marina committee members present and voting at any meeting of the marina committee.

**C. Rules and Procedures** - The committee shall provide rules and procedures for the operation of marina as; this function shall be governed by the rules and by-laws of the

BCA. Rules and procedures shall be reviewed no less than annually and updated versions made available. Suggestions for changes to the rules and procedures must be submitted in writing to the Marina Committee for consideration. A change becomes effective when the board of the BCA approves it.

**D. Enforcement** - The committee is responsible for the enforcement of rules. The committee will evaluate violations of rules and resulting action may include the loss of slip and other facility use privileges, and removal from the seniority lists. Enforcement of rules is ultimately governed by BCA by-laws. Grievance should be addressed to the Marina Committee and final appeal of the Marina Committee action is to be the BCA Board.

**E. Fees** - The Committee shall develop and issue, with BCA Board concurrence, a schedule of fees to be charged for the use of marina facilities.

**F. Right to Interpret** - The Marina Committee reserves the right to interpret these Marina Operating Procedures and Rules in the best interest of the BCA membership to assure the safety of persons, security of property and the equitable availability of the facilities.

**G. Marina Finances and Revenue** - the Community marinas are recognized as a very important community asset and are an integral component of the social, economic and environmental well-being of the residents of the Berrywood Community, the Cattail

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Creek and the watershed of the Magothy River. Financial support for the maintenance and repair of the marinas shall be derived from the combination of direct contributions

from the Berrywood Community Association (minimum contribution of 20 percent of gross annual membership dues), fees collected from members in good standing of the Berrywood Community Association for their use of the marina facilities and gifts of cash and/or grants made to the Community in support of the marinas. There will be maintained within the accounts of the Berrywood Community Association, a separate marina operating account and a separate marina capital improvement account. The operating account will be managed to execute the annual marina budget prepared by the Marina Committee and approved by the Berrywood Community Association. The marina capital improvement account will be managed to provide the resources to support capital improvements for the community marinas and attendant facilities. The capital improvement account shall contain the interest and dividends generated by the operating account and the capital improvement account; all unexpended unencumbered balances remaining at the close of each fiscal year in the operating account; all revenues generated from marina fees, annual Berrywood Community Association contributions and gifts of cash and grants with the exception of sufficient funds to support the execution of the annual operation budget. The Marina Committee will participate in the budget development process established annually by the BCA Board.

## **II. Marina Facilities**

A. Boat Accommodations - for 63 boats as follows:

Category Marina Slip Numbers Min LOA Max LOA

A I 1-3 30' 1" 50'

II 1-10 37' 1" 50'

B II 11-16 29' 1" 37'

C I 4-13 25' 1" 30'

I 19-24 25' 1" 30'

II 17-29 23' 1" 29'

D I 17-18 20' 1" 25'

E I 14,16 None 20'

II 30-40 16' 23'

Total overall length of boat for minimum and maximum size allowable is defined as overall length of the boat including bow pulpit, bow rail, swim platform, out drives and/or outboard engines adjusted to the *vertical position*, and rudder. For the purposes of determining overall length, the manufacturer's length overall (LOA) or a physical measurement conducted by the Marina Committee will be accepted. The manufacturer's LOA shall be obtained from manufacturer's published specifications. In lieu of manufacturer's LOA, a boat's length may be determined by actual physical measurement conducted by the Marina Committee. Such measurement may be conducted either at the request of the boat owner or the Marina Committee. In no event shall an owner refuse to submit to a physical measurement and such measurement shall override any conflicting manufacturer's LOA. This will be determined prior to the membership assignment meeting for existing boats and prior to occupying a slip for boats new to the marina. The Marina Committee on an individual basis will consider unusual protuberances beyond the LOA, which might hinder navigation in the harbor. Boat length must fall within the ranges shown for slip retention of assignment privileges. The Marina Committee will consider special exceptions. Draft and beam

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dimensions vary considerably from slip to slip and are not given for this reason. Piling spacing and depth should be checked before purchasing a boat for an assigned slip. The following grandfather clauses shall be taken into account to resolve any discrepancies that may arise between the old (1/99 and earlier) measuring system/slip lengths and the new measuring system/slip lengths when determining the qualification of a boat.

1. Any boat that is not in a bump down situation prior to the adoption of these rules shall be considered a qualifying boat under these rules.
2. Any bumpable boat under the prior rules shall be subject to the new measurement system.
3. Any boat with an LOA less than the maximum for the slip that it occupies prior to the adoption of these rules shall be deemed to fit within that slip under these rules.

**B. Electric and Water** - Electric and Water service is provided for each boat slip in Marina I and II.

**C. Moorings** - There are no moorings licensed to the BCA at this time. **D. Dry Land Small Boat and Dinghy Storage** - Dry land small boat and dingy storage will be allowed in areas designated by the Marina Committee. The Marina Committee will provide appropriate storage facilities. The Marina Committee, with the concurrence of the Berrywood Community Association, will establish fees for seasonal storage. Space will be allocated based upon the Berrywood Community Association member's position on the seniority list.

**E. Winter Occupancy** - A deicing system will be operational during the cold months in Marina I and II to protect the pilings and bulkheads from ice. The effectiveness of this system to keep ice from causing damage to boats cannot be assured. Deicers are not to

be moved or removed without approval from the Marina Chair(s). Seasonal tenants and other BCA members may occupy slips during the winter months on a first come, first serve basis. All boats in the Marina between December 1st and March 31st will be charged a winter utility fee. BCA members who are not regular season tenants may also request a winter season slip based on availability and should request a slip in writing to the Marina Chair(s).

**F. Vehicle Parking** - A parking lot is provided adjacent to Marina I and II. Cars should be parked in designated areas only. Cars are not to be parked next to the bulkhead in Marina I.

**G. Launching Ramp** - A launching ramp is provided at Marina I The ramp is available to all slip holders without an additional charge. Other BCA members may have access to the ramp for an annual fee.

**H. Grounds** - Marina ground, for the sake of maintenance, is the responsibility of the Marina Committee, and limited to boardwalks, parking lot and grass covered area adjacent to the boardwalks.

### **III. Qualifications for General Use of Marina Facilities**

**A. Property Ownership, Residence and BCA Membership** - Use of Marina Facilities is restricted to those who own property, reside in Berrywood and are BCA members paid in full.

**B. Boat Ownership and Slip Assignment** - In order to qualify for slip assignment, the following conditions must be met:

1. The requirement of Article III sub-paragraph A.
2. Only boats owned by BCA members may be utilized in the facilities. The bid to purchase a boat and complete said purchase within time specified for non-

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occupation in subsection 4.13.3. shall constitute ownership for the purposes of these rules. If a member bids to buy a compliant boat but fails to complete said purchase in the allotted time, the member forfeits their slip and slip fees for the current season and forfeits their right to have a boat in the Community Marinas for one succeeding boating season. If a slip award is made to a member during the period September 15 to November 30 and is based on said member's commitment to purchase a compliant boat, the member must comply with the ownership rule prior to the opening of the Marinas in the immediately succeeding boating season.

3. Any boat assigned a slip position must be for the use of the BCA member to which the assignment is made, and not for the use of other persons. A slip assignment will not be approved by the marina committee where the BCA member and resident is the legal owner of the boat, but the boat is used by another person who does not himself qualify for slip assignment.
4. Where a boat is owned by joint owners, all owners must be BCA members. 5. In the case of slip assignment privileges, the family assigned the space must own at least 51% of the boat occupying the slip position.
6. Proof of ownership must be produced as requested by the Marina Committee. 7. All boats must be documented or currently registered in the State of Maryland.

**C. Insurance** - Tenants must maintain a valid Boat Owners Insurance Policy, which will remain in effect during the slip rental period. A minimum of \$300,000 watercraft liability coverage is required. The BCA shall be listed in the policy declarations as an additional named insured and/or an interested party. Proof of such coverage, i.e. a copy of a

Declaration Page of Insurance policy must accompany a signed copy of the contract. **D. Payment of Fees** - All appropriate fees must be paid in full annually, in accordance with Section V.

**E. Seniority List Qualifications** - Except for Residency, Qualification III.A shall apply to persons who wish to have their names placed or maintained on the seniority list for assignment to the facilities.

**F. Renters** - Persons who rent houses shall not qualify for use of any marina facilities other than the launching ramp, unless the permanent slip facilities are not fully utilized by owners and residents of Berrywood property.

#### **IV. Boat Slip Privileges**

**A. General** - the Marina Committee in accordance with provisions below will assign Boat slips. Only one slip will be assigned per family unless facilities are not fully utilized otherwise. A second slip assignment shall be temporary and be in effect for the remainder of the boating season. Assignment to a slip position will be only to one family even in the case of joint boat ownership.

**B. Retention Privileges of Current Tenants** - Current tenants will retain their slip position, providing:

1. They continue to meet qualifications in Section III and remain on the appropriate seniority list.
2. They retain their current boat or purchase a boat, which meets the total overall length requirements of their assigned slip position as, showed in Section II.
3. They occupy their slip position. Non-occupation for longer than 90 consecutive days during the boating season, as defined by the current year's contract will result in loss of assignment. At any time a slip is unoccupied for one month,

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the Marina Committee reserves the right to temporarily permit use of the slip until the current tenant returns. Temporary permission will be granted in accordance with seniority list as in Section C below and a fee will be charged in accordance with Section V.

4. They use their boat. Non-use of a boat for a season will result in loss of assignment. The purpose of the Marinas is not to provide boat storage.
5. Their boat is not undergoing extensive repairs. Owners of boats inoperable for longer than 30 days will lose assignment. The owner will raise sunken boats within 15 days of notification by the Marina Chair(s). Sunken boats will be raised by commercial means with expenses payable by the owner after 30 days.
6. All slipholders must secure their boat in their assigned slips such that normal and abnormal tidal and storm conditions can be accommodated without damaging Marina property or adjacent boats. A minimum of two bow and two stern lines tied off to either pilings or cleats are required. Slipholders are also encouraged to utilize spring lines to assist in maintaining position in the respective slip. Primary dock lines (bow or stern) that utilize a combination of pulleys and weights are not permitted. The Marina committee will monitor mooring practices and reserves the right to require slipholders to secure their boat in a proper manner. Failure to do so can result in loss of slip privileges and removal from any and all seniority lists.
7. In the event of a significant weather event, all slipholders are required to check their boat PRIOR and AFTER the event. Failure to do so may result in loss of

slip privileges.

8. They follow all rules and regulations contained herein.

### **C. Reassignment Procedures**

1. The Marina Committee shall assign slips in such a way as to maximize the use of the marina facilities. Marina vacancies will be filled based on seniority. Slip assignments will be made to best match boat size to slip size.

The Marina Committee maintains a seniority list for each marina. This seniority list will be the basis for filling vacancies in the marina. Persons wishing assignment to a position on the Seniority list shall request that their name be placed on the list.

Requests for placement on the seniority list shall be sent via email to marina@Berrywood.org. The Committee shall respond via email with a seniority number. Prior to being placed on any list, the Marina committee will verify the good standing of the requestor with the BCA. All new applicants who are in good standing will be placed on the list. BCA members that allow their membership in the BCA to lapse will lose their seniority number permanently and may be added to the end of the list once BCA membership has been reestablished and confirmed by the BCA board.

2. Available slips will be assigned using the following procedures and definitions:

Definitions:

x Non-qualifying boat— a boat that's LOA as determined by these rules is less than the minimum length for the slip to which the boat is currently assigned.

x Vacant Slip - a slip that does not have a boat assigned.

x Available slip - any currently vacant slip or a slip currently occupied by a non-qualifying boat.

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Procedures:

a. The Marina Committee will perform a re-assignment ("bump down") of non-qualifying boats to slips that better match their LOA in an effort to minimize the number of non-qualifying boats.

1) Once assigned to a marina, a non-qualifying boat cannot be displaced from the marina because of LOA.

2) No boat will be reassigned to a slip in a different marina.

3) No boat will be reassigned to a slip narrower than 9" greater than the beam of the boat.

4) No boat will be reassigned to the following slips: 1-14, 1-16, 11-29, and 11-30.

5) Beam and draft requirements will be taken into consideration prior to reassignment.

6) The LOA will be the primary criteria for determining the order of "bump down" reassignments where more than one "bumpable" boat exists in the same slip category. Where "bumpable" boats of the same LOA exist in the same slip category, the respective tenants' position on the seniority list will be the criteria for determining the order of the "bump-down" reassignments.

b. The Marina Committee will open bidding on all available slips starting with most senior member. The bidder must declare the size category of boat for

which he/she intends to occupy the slip. The bidder may:

- 1) Bid a qualifying boat for an available slip. If a non-qualifying boat currently occupies the slip and there is a vacant slip (including the bidder's current slip) to which the non-qualifying boat could be reassigned, the non-qualifying boat shall be reassigned in accordance with IV.C.4.a. If the bidder is freeing their current slip for the bid, he/she will not lose their current slip until they win their new slip. These rules do not preclude the non-qualifying boat owner and the bidder from being the same individual.
  - 2) Bid a non-qualifying boat to a vacant slip. The non-qualifying boat must qualify for at least one slip in the marina. The winning bidder will be assigned the slip until the next re-assignment. In the event that the winning bidder is a marina tenant, the minimum bid must be for a boat that is qualified for the next larger slip size class than the one that is currently occupied. They may change the LOA of their boat any time prior to that reassignment. In the case of a change, written declaration of the change must be received prior to the reassignment.
- c. The above procedure will be carried out to fill any slip available at a meeting to be called by the Marina Chair(s) at a time and place to be announced by written notice. Failure to appear at this meeting or to communicate in writing one's desire to accept or reject slips for which one may be eligible will be regarded as a rejection of any such opportunities.
  - d. Persons on the Seniority list who do not accept a vacancy when available shall maintain their position on the Seniority List.

**D. Transfer of Privileges** - Slip and seniority list privileges are not transferable and may not be sublet. Personal arrangements are prohibited. Any arrangement whereby the

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qualified BCA member is the owner of a boat but is not the primary user of the boat, and a person, who is not a BCA member, primarily uses the boat is prohibited. A BCA member shall be considered the primary user where the BCA member or members of his family who resides in the same household in Berrywood actually uses the boat more than 80%.

#### **E. Special Conditions**

1. There shall be no mooring or anchoring of boats other than at assigned slip locations, except by special arrangements with the Chair(s) of the Marina Committee.
2. Current marina tenants who rent or lease their property shall forfeit their slip assignment but not their seniority number when they leave the community; seniority will be lost only by the sale of property or direct action of the Marina Committee.

**F. Contract** - Marina tenants will be required to execute a contract with the Marina Chair(s) (acting as agent for the BCA) at the time of initial slip assignment and annual renewal. This contract will specify the terms and a condition under which slip assignment is granted along with a statement to acknowledge responsibility to reimburse the BCA for all direct expenses incurred to enforce these rules if the tenant is in violation and does not voluntarily comply.

#### **V. Fees**

**A. General** - The Marina Committee is authorized to formulate and publish a schedule of

fees for use of marina facilities. Individual slip fees will be based upon the maximum slip length. The current per foot charge is \$21.44. Fees are subject to change on an annual basis and will be published in the Berrywooder at the start of the marina season. The primary marina season starts March 31st and runs through the last day of November. The Marina Committee will issue annual bills.

**B. Marina Privileges Requiring Payment of Fees** - the Following privileges require payment of fees:

1. Slip assignment fees are due as proscribed by the Marina Committee. In the case where a new assignment is made from the seniority list, fees are due within 10 days of the assignment date. Annual slip fees are based on an **8-month boating season** (April 1st - November 31st). Fees for assignments of a slip position for a period of less than a full boating season will be calculated on the basis of 1/8 the yearly rate per month, or portion thereof that the facility is assigned during the boating season.
2. Temporary use of a slip position unoccupied by current assigned tenant requires payment of a fee (calculated on a weekly basis) at the completion of the use period.
3. No charge for use of the launching ramp will be made to users who are slip position tenants. All other BCA users may pay an annual fee regardless of the frequency of their usage. This fee is due on the first day on which use is made of the launch ramp. All ramp users must display the current marina community decal issued by the Marina Committee on the wench standard of their boat trailers when using community marina facilities. Community members failing to do so risk having their use privileges revoked.
4. Tenants occupying slips after December 1st will be charged a winter utility fee. These fees are considered a portion of the annual marina fee.
5. Annual fees will be charged for assignment to moorings licensed to the BCA when available.

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**C. Refunds** - Tenants who voluntarily terminate their slip assignment during the primary boating season prior to July 15<sup>th</sup> will receive a refund of 50% of their annual slip fee. Termination after July 15 will not receive a refund. Winter season tenants will not receive a refund for early termination.

**D. Current Schedules of Fees** - A current schedule of fees will be made available and are subject to change from time to time.

## **VI. Additional Marina Rules**

**A. General** - The following rules, in addition to those specified elsewhere in this document are established to assure the safety of persons, security and equitable availability of facilities in all Berrywood Marinas; these rules will be strongly enforced in accordance with Marina Committee procedures and BCA by-laws.

1. Swimming, wading, or general loitering in the Marina areas is not permitted. Fishing and crabbing between boats and in vacant slips is prohibited.
2. Dinghies and other small boats must be stored in available racks. Storage on boardwalks is prohibited.
3. Children shall be under direct supervision of adults while in Marina areas. Bicycle riding on the boardwalks except for specific access to boats is prohibited. Skate boarding and roller blades are prohibited on the boardwalks at all times.

4. Pets shall be leashed and under control.
5. All community equipment, including water hoses and temporary electrical lines shall be properly stowed upon completion of use.
6. There shall be no overnight, long-term or permanent living aboard any vessel or vehicle on community marina property.
7. There shall be no flushing of heads in the Marina areas or in the Cattail Creek approaches thereto.
8. Maximum speed in Marina waters and adjacent approaches is three knots.
9. Tackle boxes or any storage facilities particular to a slip must be approved by the Marina Committee in advance of use or emplacement.
10. No garbage or trash is to be left in the marina areas.
11. It is expected that all users of Berrywood Marina facilities will conduct themselves as ladies and gentleman and that courtesy in action and speech will prevail. This courtesy extends to parking of cars in adjacent streets and parking areas while boating. Partying and any significant noise making, particularly after 11PM and in early morning hours, is a discourteous act.
12. The marinas are intended to be a haven for pleasure boating; therefore, commercial activities, which depend on the use of these facilities, are not permitted.
13. Guests of Berrywood residents may be accommodated in an otherwise unused marina facility. A visiting boat shall be restricted to a single three-day visit per season and arrangements for accommodation in a vacant slip will be made by the host and referred to the marina committee for review and approval.
14. Carpeting or welcome mats may not be permanently fixed to the finger piers or the boardwalk.
15. Marina users are responsible for the repair of damage caused by them to marina or privet property. If the responsible person does not repair marina facilities the Marina Committee can have the repairs accomplished and billed to the responsible person.

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16. Tenants shall not alter pilings or piers without approval of the Marina committee. Revisions should be submitted in writing.
17. Unattended use of non-marine battery chargers is prohibited.
18. All small boats stored on Community property in the Marinas will be seaworthy. Small boats not deemed seaworthy by the Marina Committee will be removed from Community property by the owner upon the written request of the Marina Committee.

**Schedule of Fees for Marina Season  
Revised April 2015 and subject to change**

1. Summer Boating Season  
April 1st - November 30th  
Category Annual Fee  
A **\$1072.00** Plus \$60 Electric use  
surcharge  
B **\$793.00**  
C **\$643.00**

**D \$536.00**

**E \$493.00**

**2. Ramp Fees**

January 1st thru December 31st

Users that are not current slip tenants must have paid a ramp fee and completed a Ramp Contract.

Annual Fee: \$45.00

**3. Winter Utility Fee**

December 1st - March 31st

Fee: \$240.00

**4. Temporary Use**

Weekly Fee: \$25

**5. Small Boat Storage**

Fee \$25.00 per year.

**6. Administrative Fee**

The marina Committee will assess an AMINISTRATIVE FEE OF \$ 50.00 for all current and/ or potential slip Tenants who do not submit complete and approvable contracts and supporting documentation to the Marina Committee on or before the dates proscribed by the Marina Committee. In exercising this rule the Marina Committee shall be mindful of and take into consideration extenuating circumstances that would cause the Marina Committee to waive this rule.