

TIMBERS ON THE YOUGHIOGHENY

AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This Amended Declaration of Covenants, Conditions and Restrictions made this 26th day of June, 2023 by Joseph Helbig, President and all property owners of the TIMBERS on the Youghiogheny subdivision:

Whereas, the original Declaration of Covenants, Conditions and Restrictions were adopted on November 1, 1988 and

Whereas, Article IX of the original Declaration of Covenants states that, at forty (40) years from the date the Declaration was filed, the document will automatically extend for a term of ten (10) years unless amended prior to that date, by the members of the TIMBERS Property Owners Association and

Whereas, Maryland HOA Law provides that a homeowners association may amend a governing document by the affirmative vote of lot owners, in good standing, having at least sixty percent (60%) of the votes in the development and

Whereas, the following amended Declaration was approved via a mail-in ballot vote, with a seventy-one percent (71%) affirmative vote by members of the Association. This vote was documented by the TIMBERS Board of Directors on May 30, 2023.

Therefore, the TIMBERS on the Youghiogheny Declaration of Covenants, Conditions and Restrictions are amended as per the attached document.

LR - Amendment	75.00
Recording Fee	
Name: Timbers on the	
Yough	
Ref: Helbig	
LR - Amendment	
Surcharge	40.00
SubTotal:	115.00
Total:	115.00
06/26/2023 11:49	CC11-PP
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Garrett	
County/CC04.02.01 -	
Register 01	

Witness:

Sara Ashby

Joseph Helbig (SEAL)

Joseph Helbig, TOYPOA President

Timbers on the Youghiogheny
POA

State of Maryland, Garrett County, to-wit:

On this 26 day of June, 2023, before me, the undersigned officer personally appeared Joseph Helbig, TOYPOA President, satisfactorily proven to me to be the person whose name is subscribed to the within instrument, and acknowledged the foregoing Amendment to be his act.

Sara Louise Ashby

Notary Public Sara Louise Ashby

My commission expires: Dec 11, 2026

SARA LOUISE ASHBY
Notary Public
Garrett County
Maryland
My Commission Expires Dec. 11, 2026

Timbers on the Youghiogheny Property Owners Association Declaration of Covenants

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ARTICLE I

DEFINITIONS

- (a) "Association" means TIMBERS on the Youghiogheny Property Owners Association, Inc., a not-for-profit, non-stock corporation, incorporated in accordance with Title 5, subtitle 2, Corporations and Associations Article, Annotated Code of Maryland.
- (b) "Common Area" means those areas of land, designated on the plat attached hereto as a "road" or "common areas", intended to be owned by the Association and devoted to the common use and enjoyment of the owners of the Lots.
- (c) "Lot" or "Lots" mean the parcels depicted and designated as a lot or lots on the plat attached hereto.
- (d) "Owner" means the person, or legal entity, or the combination thereof, including contract sellers, holding the record fee simple title to a Lot in the Property, as the Lot is now or may from time to time hereafter be created or established. If more than one person or other legal entity or any combination thereof, holds the record title to any Lot, all of them shall be deemed a single record owner and shall be a single member of the Association by virtue of their ownership of the Lot. The term "Owner" shall not mean any contract purchaser, nor shall it include any mortgagees or other person or legal entity holding an interest in a Lot as security for the performance of an obligation.
- (e) "Property" means all of the land deeded and recorded as part of the TIMBERS on the Youghiogheny community and more particularly, depicted on the plat referred to herein.
- (f) "In good standing" means not being more than 90 days in arrears in the payment of any assessment or charge due to the Property Owners Association.
- (g) "Authorized Voting Procedure" shall mean a vote cast by the Lot Owner or cast by a designee of the Lot Owner pursuant to any procedure authorized by Maryland Law and the Bylaws or the Board of Directors, and may include a vote cast by paper ballot, electronic means, or a vote at a meeting.

ARTICLE II

PROPERTY RESTRICTIONS

All of the Property shall be transferred, held, sold, conveyed, and occupied subject to the following covenants, conditions, restrictions and easements:

1. The Lots and any buildings or structures permitted by these Covenants erected on a Lot shall be occupied and used for single family residential and non-commercial recreational purposes only. This includes, but is not limited to, one detached single family dwelling house containing at least eight hundred (800) square feet of interior floor area and not exceeding two and one-half (2 1/2) stories in height, with or without a private automobile garage. After construction has commenced, all exteriors of buildings shall be completed, with finished exterior materials, within twelve (12) months of the starting date. All building construction plans are required to be reviewed by the Architectural Committee and approved by the Board of Directors, prior to commencement of construction.
 - A. Fines: Owners failing to complete exteriors of buildings within the 12 month period may be subject to a fine of one hundred thirty dollars (\$130) per week until the exterior construction is completed.
 - B. Extensions: The Board may, upon application that includes justification for an extension, grant an extension to the 12 month period. The Board may, at its discretion, waive any fines accrued prior to an extension being granted.
2. No structures other than a dwelling house and no mobile home shall be used at any time as a residence, either temporarily or permanently. A "mobile home" is a dwelling unit manufactured and designed for a long-term occupancy containing sleeping accommodations, a flush toilet, a bathtub or shower, and kitchen facilities with plumbing and electrical connections provided for attachment to outside systems, and designed to be transported after fabrication on its own wheels, trailers, or detachable wheels, arriving at the site where it is to be occupied complete and ready for occupancy except for minor and incidental unpacking and assembly operations, location on jacks or other temporary or permanent foundation, connection to utilities and the like. However, a modular home installed upon a permanent foundation is permitted.
3. No building shall be located on a lot nearer than twenty-five (25) feet from any street right of way line or nearer than twenty-five (25) feet from any side lot line.
4. Architectural Control. No structure of any kind shall be erected or maintained on any Timbers property, nor shall any addition to or change or alteration therein (including alterations in exterior color or design) be made, until the plans and specifications have been submitted to the Architectural Committee for review and approved in writing by the Board of Directors. Review and approval shall be guided by the extent to which the proposed changes reflect conformity and harmony in exterior design and appearance with existing structures, choice of colors, changes in grade elevations and/or drainage,

factors of public health and safety, the effect the proposed changes may have on the use, enjoyment and value of neighboring properties, and the suitability of the proposed changes considering the general aesthetic values of the surrounding area. In the event the Board fails to approve or disapprove such plans within thirty (30) days after such plans have been submitted, such plans shall be deemed approved. Any plans shall be deemed submitted if hand-delivered or sent by certified mail, return receipt requested, to the Board or its assignee at its last known address.

5. Owners are discouraged from excessive removal of any vegetation and should seek approval prior to clearing any large area. To preserve the forested character of the community, the clear cutting of trees on lots is prohibited. When building on a lot, only reasonable tree removal is permitted for driveways, building site and septic fields. A tree removal plan reflecting these limitations shall be provided to the Architectural Committee at the time building plans are submitted for approval. This rule does not apply to the necessary removal of dead standing trees that create a hazard to life or property.
6. Short term rental of homes or lots by owners is prohibited. Owners may, however, rent homes for residential purposes provided such rental is evidenced by a written lease, with an initial term of at least 12 months, which informs the tenant of all current regulations of the Association including those contained in these Covenants. Owners shall be responsible for violations of such regulations by tenants.
7. An owner of a lot with a dwelling house shall be allowed to operate a no-impact home-based business. Business activity that does not meet this criteria is prohibited.

“No-impact home-based business” means a business that:

- (a) Is consistent with the residential character of the dwelling unit
 - (b) Is subordinate to the use of the dwelling unit for residential purposes and requires no external modifications that detract from the residential appearance of the dwelling unit
 - (c) Uses no equipment or process that creates noise, vibration, glare, fumes, odors, or electrical or electronic interference detectable by neighbors or that causes an increase of common expenses that can be solely and directly attributable to a no-impact home-based business
 - (d) Does not involve use, storage, or disposal of any grouping or classification of materials that the United States Secretary of Transportation or the State or any local governing body designates as a hazardous material.
8. Vehicles are not to be parked on community roads. Owners of vehicles parked along the side of a community road accept responsibility for any damage incurred during snow plowing or maintenance of roads. The Association and contractors hired by the Association shall not be held responsible for any damage.

9. No abandoned or unlicensed vehicles shall be parked or permitted to remain on any street or lot. All vehicles kept on a property, outside of a garage or storage building, shall be solely those registered to the lot owner, resident renter and/or their family and guests currently at the owner's home.
10. Except as described in this section, no recreational or camping vehicles, watercraft, trailer or other portable device shall be parked or stored on any lot or on or along any road.
 - (a) The owner of a lot with a dwelling house may store such vehicle or device on the lot, with the consent of the Board of Directors, provided such vehicle or device is more than seventy-five (75) feet from the nearest road and is visually unobtrusive.
 - (b) Property owners may park recreational camping vehicles on their property, for temporary camping purposes, for a period not to exceed thirty (30) days. A lapse of at least fifteen (15) days must occur between each thirty (30) day period.
11. No nuisance, as defined by Maryland law, shall be maintained, allowed, or permitted on any part of the Property, and no use thereof shall be made or permitted which may be noxious or detrimental to health.
12. No animals may be kept, maintained, or bred on any lot or in any dwelling house or structure erected thereon, except that dogs, cats, or similar domestic household pets may be kept on a Lot provided they are not kept, bred, or maintained for any commercial purpose and provided further that they are kept in such a manner as to avoid becoming a nuisance to neighbors or adjoining property owners.
13. Owners are permitted to hunt on their own property. Hunting on other lots is not allowed without written permission from the lot owner. All persons, other than the property owner, must have a valid Maryland hunting license, written permission from the lot owner and knowledge of property lines prior to hunting. All persons hunting on any TIMBERS property are required to follow all Maryland State hunting regulations. Shooting or hunting on or across TIMBERS Common Areas, including Community roads, is strictly prohibited.
14. No signs for advertising shall be erected or maintained on the premises except:
 - (a) A customary "For Sale" sign, not larger than three (3) feet wide and two (2) feet high in the front of a lot by the owner thereof.
 - (b) Political signs, regarding candidates or issues on the ballot of an upcoming election, shall be permitted. These signs shall be no larger than three (3) feet by two (2) feet and may be posted no sooner than thirty (30) days prior to the election and remain up no longer than seven (7) days after the election.
15. Yard sales and necessary signs pertaining to them may be allowed solely with the permission and through coordination with the Board of Directors. The Community gate code shall not be published or posted in any manner.

16. A Conservation Easement shall exist upon all land (1) within 100 feet of the river's edge as such edge is shown on the plat or (2) the outside edge of the 100 year floodplain or whichever is furthest from the river. Such land is subject to the following:

- (a) The easement area is owned by the individual lot owner.
- (b) It shall not be improved, fenced, etc. in any manner, nor may the owner change or alter the area with permanent structures of any kind.
- (c) Owners may cut vegetation under 2 inches in diameter
- (d) To prevent erosion and to protect water quality, owners are discouraged from excessive vegetation clearing in the Conservation Easement, particularly along the river's edge. Owners are encouraged to replace undesirable vegetation with their own plantings, so as to prevent bare areas which may lead to erosion.

17. The Association reserves for itself and for utility companies to which the Association may from time to time grant easements, the right to install, construct, maintain, repair, or replace slope easements, utilities and drainage facilities, including poles, wires, pipes, and lines, overground and underground, over, under, and along the front twenty (20') feet of each lot in the TIMBERS on the Youghiogheny, and within fifteen (15') feet of any sideline of each lot and within fifteen (15') feet of the rear lines of any lot. In addition, the Association reserves easements and the right to install, construct, maintain, repair, or replace utilities and drainage facilities on those portions of the development not identified as lots on the recorded Plat Plan of the development. The term utility companies used herein means public and private electrical, telephone, cable television, or other service companies that the Association may contract from time to time.

18. Each Lot is under and subject to the additional restrictions, covenants and easements as may appear on the plat referred to herein, and a prohibition of mining.

ARTICLE III

REPAIR AND MAINTENANCE OF LOTS

The Owner of each Lot shall keep the Lot, and the buildings and other improvements thereon, in good order and repair, and free of debris. Exteriors of buildings shall be maintained in a manner and with such frequency as is consistent with good property management. In the event the Owner of Lot shall fail to maintain the Lot and the buildings and other improvements thereon, as provided herein, the Board of Directors shall provide written notice to the lot owner, stating the specific concern and action required by the lot owner. Failure to remedy the situation after notification shall be considered a Covenant violation and a fine shall be assessed, as stated in Article IV.

ARTICLE IV

PROCESS FOR HANDLING COVENANT VIOLATIONS

The Board of Directors shall have the authority to fine Lot owners for violations, of the above stated property restrictions and requirements, only after the following notification process has been completed.

1. A signed letter from the Board of Directors shall be delivered, by hand or certified mail, to the lot owner within seven (7) days of a Board member becoming aware of the determined violation. This letter shall state the Article and/or subsection of the TIMBERS Covenants that has been violated, the process by which the violation can be rectified and explain the procedures which will follow if the issue is not corrected.
2. If, within 30 days, the violation has not been corrected, a second signed letter from the Board of Directors stating the same, shall be sent. This letter shall be delivered by hand or certified mail to the lot owner
3. If, 30 days after the second letter was sent, the violation remains unaddressed, a third letter, from the attorney representing the Association, shall be presented to the lot owner, either by a member of the Board of Directors or by certified mail.
4. Thirty (30) days after the third letter has been received by the lot owner, the Board of Directors shall begin fining the lot owner at a rate of one hundred thirty dollars (\$130.00) per week until the violation has been corrected. At the end of a thirty eight (38) week period, the Board of Directors may take the lot owner to Small Claims Court for payment.
5. The Board of Directors shall have the authority to waive all fines with a unanimous vote of all Board members.
6. Fines collected by the Association shall be used exclusively for the improvement, operation and maintenance of the Common Areas.

ARTICLE V
COMMON AREA

Section 1

Common Areas are those as detailed on the TIMBERS community plats. This includes all community roads, Common Area with river access and parking areas, as indicated on the plats.

Section 2

The Common Areas shall be deemed property and facilities for the use, benefit and enjoyment, in common, of each owner.

Section 3

The Association shall improve, develop, supervise, manage, operate, examine, inspect, care for, repair, replace, restore and maintain the Common Areas.

Section 4

For the purpose of this Declaration, all trails, both Existing and Proposed, as shown on the aforesaid plats, are not part of the Common Area.

ARTICLE VI

MEMBERSHIP RIGHTS IN THE COMMON AREA

Section 1

Each Owner, in common with all other Owners, shall have the right and privilege to use and enjoy the Common Area for the purposes of ingress and egress. This right and privilege shall be appurtenant to and pass with the title to the Lot.

Section 2

Any Owner may delegate his right to the use and enjoyment of the Common Area and any facilities thereon to the members of his family, his tenants or his invitees subject to the right of the Association to restrict the number or manner of use by individuals who are not members of Owners immediate family.

Section 3

The right, privileges and easements of the Owners are at all times subject to the right of the Association to dedicate or transfer all or any part of any Common Area to any public agency, authority or government utility for such purposes and subject to such conditions as may be agreed upon by the Association; provided, however, that no such dedication or transfer shall be effective only if approved by a fifty-one percent (51%) affirmative vote of the members of the Association, in good standing, voting by any Authorized Voting procedure at a meeting called for such purpose, and the same shall have been consented to by the agency, authority or utility accepting the dedication or transfer.

Section 4

ATVs, UTVs and Golf Carts are permitted in Common Areas provided they adhere to the following requirements:

1. Shall have a standard muffler as provided by the manufacturer.
2. Shall not exceed the 20 mph speed limit, as posted in the Community
3. Motorized Dirt bikes are prohibited.

ARTICLE VII

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1

Every owner of a Lot shall be a member of the Association. Membership in the Association may not be transferred other than by transfer of the Lot to which such Membership pertains.

Section 2

Members shall be all of the Owners of the Lots. In any vote taken by the Association's membership, each member shall be entitled to one vote per Lot. When a Lot is owned by more than one person, its vote shall be determined by the owners according to applicable law. In no event may the owner(s) of a Lot cast more than one vote on account of that ownership, nor may a part-owner cast a partial vote.

Section 3

The Association shall suspend the voting rights for any member who is not in good standing. "In good standing" is defined by the Maryland HOA law as any member not more than 90 days in arrears in the payment of any assessment or charge due to the Property Owners Association.

ARTICLE VIII

COVENANT FOR ASSESSMENT

Section 1

A. Assessment. Each Owner, by acceptance of a deed hereafter conveying any such Lot to him, whether or not so expressed in the deed or other conveyance, shall be deemed to have covenanted and agreed to pay the Association (I) annual assessments or charges; and (II) special assessments or charges for capital improvements, such annual and special assessments and charges to be established and collected as hereinafter provided.

B. Unpaid charges.

1. Assessment or other charges pursuant to these covenants which are not paid within fifteen days of the due date (1) will be increased by a late charge of 10% of the unpaid amount and (2) will bear interest at the rate of eighteen percent (18 %) per annum unless a lesser interest rate is set by action of the Directors or the Association.

2. The Association may file suit against a delinquent Lot Owner as well as establish and foreclose a lien on the responsible Lot pursuant to the provisions of the Maryland Contract

Lien Act. Neither the imposition of a lien nor the filing of a suit will waive use of the other remedy for the same delinquency. A lien may be imposed, or a suit filed, for the amount of the delinquent assessment together with late charges, interest, court costs and reasonable attorneys fees.

3. The lot shall remain subject to a duly imposed lien, regardless of a transfer of ownership.

4. The Association shall notify the holder of mortgage or deed of trust on any Lot for which any assessment or charge assessed pursuant to these Covenants has been delinquent for a period in excess of sixty (60) days. Notification will be by first class mail to the address of record of the mortgagee.

C. Voluntary Sale. In a voluntary grant the grantee shall be jointly and severally, liable with the grantor for all unpaid assessments against the grantor for his share of the common expenses up to the time of the voluntary grant for which a statement of lien is recorded, without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee for such assessments.

D. Assessment Certificates. The Association shall furnish, upon demand, at any time to any member liable for any assessments levied pursuant to these Bylaws (or any other party legitimately interested in the same, including first mortgagees), a certificate in writing signed by an officer of the Association setting forth the status of said assessment, i.e., whether the same is paid or unpaid. Such certificate shall be conclusive evidence of the payment of any assessment therein stated to have been paid. A charge, not to exceed Thirty Dollars (\$30.00), may be levied in advance by the Association for each certificate delivered.

E. Priority of Lien. The lien established by this Article shall have preference over any other assessments, liens, judgments or charges of whatever nature, except the following:

1. General and special assessments for real estate taxes on the lot; and
2. The liens of any deed of trust, mortgage or encumbrance duly recorded on the lot prior to the assessment of the lien thereon or duly recorded on said lot after receipt of a written statement from the Board of Directors reflecting that payments on said lien were current within thirty (30) days of the date of recordation of said deed of trust, mortgage instrument or encumbrance.

No amendment of this Section shall affect the rights of the holder of any such mortgage.

Section 2

The assessments and charges levied by the Association shall be used exclusively for the improvement, operation and maintenance of the Common Areas, including, but not limited to, the payment of taxes (except to the extent that proportionate shares of such public charges and assessments on the Common Areas may be levied against all Lots on the Property by the tax collecting Authority so that the same are payable directly by the Owners thereof, in the same manner as real property taxes assessed or assessable against the Lots).

Section 3

The annual assessment shall remain the same unless changed by one of the following:

- a. The Board of Directors shall have the authority to raise the maximum annual assessment of the previous year, for the sole purpose of maintaining the Common Areas, by not more than 10% without the approval of Association membership.
- b. For an increase greater than 10%, approval by fifty-one percent (51%) affirmative vote of the Association members, in good standing, voting by any Authorized Voting procedure at a meeting called for such purpose, shall be required.

Section 4

In addition to the annual assessments authorized above, the Board of Directors of the Association may levy in any year, a special assessment, applicable for that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement located on any Common Area, provided that such assessment shall first be approved by fifty-one percent (51%) affirmative vote of the members of the Association, in good standing, voting by any Authorized Voting procedure at a meeting called for such purpose.

Section 5

Annual assessments shall be fixed at a uniform rate for all Lots.

Section 6

Notice of meetings of the Association, pursuant to this Article, shall be given as required by the Association's Bylaws.

Section 7

The annual assessments for any year shall be on a calendar year basis and become due and payable on the first day of March of that year.

The due date under any special assessment under Section 4 shall be fixed in the resolution authorizing the special assessment; however, such due date shall be at least 45 days after the date of such resolution.

No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his Lot.

ARTICLE IX

AMENDMENTS TO THE COVENANTS

These Covenants may be amended by an affirmative vote of fifty-five percent (55%) of members, in good standing, voting by any Authorized Voting procedure at the meeting called for such purpose. Any amendment must be recorded In the Timbers on the Youghiogheny Property Owners Association depository and in the Land Records of Garrett County, Maryland.

ARTICLE X

GENERAL PROVISIONS

Section 1

The invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provisions which shall remain in full force and effect.

Section 2

The covenants and restrictions of this Declaration shall run with and bind the Property, for a term of ten (10) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless, prior to the expiration of the then current term, the Declaration of Covenants is reviewed, amended and approved by an affirmative vote of fifty-five percent (55%) of the lot Owners, in good standing, voting by any Authorized Voting procedure at a meeting called for such purpose. Any such changes shall be recorded in the Timbers on the Youghiogheny Property Owners Association Depository and in the Land Records of Garrett County, Maryland.

Section 3

In the case of any conflict between the Articles of Incorporation and the Bylaws, the Articles shall control; and in the case of any conflict between the Declaration of Covenants and the Articles or the Bylaws, the Declaration of Covenants shall control.