

# Official SWHOA Ballot

July 30, 2024

This ballot must be completed and returned by **August 30, 2024** to be counted.

## General Instructions

- Vote for your choice in each section by filling in the circle  until it is fully filled in .
- For the integrity of your vote only use a **black pen** to cast your vote.
- Ensure you only fill in one option per section.
- Ensure you **sign and print your name at the end** of the document, else the entire ballot will not be counted.
- If you make a mistake, please put an **X** through the circle and **sign** your initials.

### Proposition #1a: Quorum for Meeting Minutes

The mandatory reaching of a certain threshold of homes shall be unset to approve the previous homeowner meeting's minutes. *Only requiring majority present in favor.*

- In Favor
- Opposed

### Proposition #1b: Document Update Requirement Consistency

Set requirements for changing the Covenants (CC&Rs) to now be exactly the same as is for the Articles (i.e. must reach a quorum of 60% of homes in good standing where then it's majority rules. Section 2-502 will still apply though to cut previous quorum in half for a run-off meeting/vote if quorum wasn't reached).

- In Favor
- Opposed

### Proposition #4: Board Ethics

Establish legal ethical norms that shall bind board members to combat future potential corruption, conflicts of interest, etc.

Proposed Statutes:  
Use QR code  
or find on:

<https://severnwoodshoa.org/votes/2024-08>

- In Favor
- Opposed

### Proposition #6b: Consistent "In Good Standing" language

Inject "in good standing" throughout the governing docs plus definition mirroring MD's HOA Act so there's no confusion that lots 90 days past due won't have their votes counted.

- In Favor
- Opposed

### Proposition #9a: Spelling & Grammatical Issues

Correct following spelling, capitalization, etc. issues as found on website or QR code:

<https://severnwoods-hoa.org/votes/2024-08>

- In Favor
- Opposed

### Proposition #10: Fees to Liens

Permit the addition of county filing/processing fees and/or attorney fees to lien amounts if:

- amount owed exceeds \$200.00 – or –
  - property/owner has been past due for 2+ years.
- In Favor
  - Opposed

### Proposition #11: Rule Update - Vehicles

Modify Article XIII, Section 12 of Covenants to now allow all non-hidden/uncovered RVs, trailers, boats, trucks, etc. by allowing all cars & vehicles if they meet the following conditions:

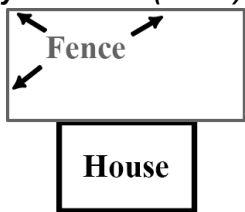
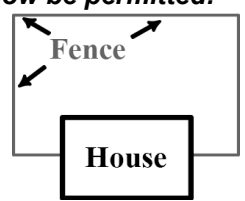
1. No person/animal may live/sleep in it while within the community.
2. If on one's property, it must be fully parked in one's garage or driveway (i.e. not fully/partially on one's grass).
3. Must be following all state/county laws (i.e. not parked blocking or encroaching a sidewalk).
4. Cannot be inoperable, falling apart, leaking, missing license plate, tags, rusting, etc.

... else, must be parked in one's garage, completely hidden/covered, or fashioned with a fitted cover.

- In Favor
- Opposed

More on Back



Proposition #12a: Rule Update - Fences	Proposition #12b: Architectural Committee's Ability to give Exceptions	Proposition #13: Reimburse Two Homeowners & Add Rules for Front Fence
<p>Modify rule on fences (<b>Article XIII, Section 13 of Covenants</b>) to now allow a fence to start at up to the halfway point of the side of one's house so long as:</p> <ol style="list-style-type: none"> <li>1. The fence is still forming right angles from the house.</li> <li>2. None of the fence extends past the halfway point (towards the street) of the dwelling</li> </ol> <p><b>Meaning:</b> <b>Currently Permitted (ONLY):</b></p>  <p><b>Would now be permitted:</b></p>  <p>Reminder that <b>new fences, additions, porches, and buildings still require Architectural Committee approval.</b></p> <p> <input type="radio"/> In Favor  <input type="radio"/> Opposed         </p>	<p>Grant the Architectural Committee the ability to grant special exceptions to owners to build walls, fences, buildings, additions, etc. that might otherwise not be allowed (<i>ex. 7ft tall fence if on a slope, want fence past house midpoint due to house being offset from neighbors, etc.</i>) so long as the following is met:</p> <ol style="list-style-type: none"> <li>1. Owner has submitted requested plans to the Committee like normal.</li> <li>2. Owner calls out justification or reasoning to have an exemption from the rules.</li> <li>3. If applicable, Owner still files &amp; acquires permit(s) with the county.</li> <li>4. Plans, void of any personal information, are posted and all other owners are notified and given 90 days to submit complaints, with complaints only able to be overwritten by majority consensus of Owners from a homeowner meeting.</li> <li>5. Both homeowner and HOA must retain copies of the granted exception.</li> </ol> <p> <input type="radio"/> In Favor  <input type="radio"/> Opposed         </p>	<p>If the fence on Severn Rd is replaced as vinyl by the HOA, reimburse the two homeowners for their portions they have already done (<i>based on footage of it on Severn Rd based on our quote, not real amount they may have paid</i>). In addition, enact the following rules for maintaining said fence.</p> <ol style="list-style-type: none"> <li>1. Homeowners may not take it down, mount anything to it, or modify it, including by painting it.</li> <li>2. Homeowners must maintain their side of it by cleaning it every so often to retain its life expectancy.</li> <li>3. In the event damage is done to it by a cause <b>other than</b> an accident, natural disaster, or other event the HOA's insurance deems within coverage, the individual homeowner shall be responsible for replacing it to match. Else, this responsibility shall fall on the HOA and the HOA must retain a minimum liability coverage (<i>that the HOA already has</i>) of \$5000 or more for any given year for the fence.</li> </ol> <p> <input type="radio"/> In Favor  <input type="radio"/> Opposed         </p>

I hereby certify that I am the person that has marked this ballot and if there are multiple Lot Owners for this lot, I have consulted them and have their permission to vote on behalf of the Lot.

Lot Owner Name (Printed): \_\_\_\_\_

Address (1st line): \_\_\_\_\_

Ex. (1234 Golden Pine Cir.)

Lot Owner Signature: \_\_\_\_\_ Date: \_\_\_\_\_

If physically incapable of marking my ballot, I attest I have made my mark on the above signature block above to the best of my ability and I was assisted by the following individual:

Assisting Signature: \_\_\_\_\_ Assisting Name (Printed): \_\_\_\_\_