#### FIRST AMENDMENTS TO THE AMENDED AND RESTATD DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF THE COVE CREEK CLUB, INC.

THE FOLLOWING AMENDMENTS, having been duly recommended by the Board of Directors and approved by the Membership, are hereby enacted as to the Amended and Restated Declaration of Covenants, Conditions, and Restrictions of the Cove Creek Club, Inc., recorded in Liber 1756, folio 299 of the Land Records of Queen Anne's County, Maryland (the "Declaration"):

## I. First Proposal: Leasing Restrictions

A. The following to be added to Article VI of the Declaration as Section 6.22:

**6.22 Leasing.** No Lot shall be used or occupied for transient or hotel purposes. No Lot may be leased for a term of less than ninety (90) consecutive days. No portion of any Lot (other than the entire Lot) shall be leased for any period. No Owner shall lease a Lot other than on a written form of lease: (a) requiring the lessee to comply with all Association Documents; and (b) providing that failure to comply constitutes a default under the lease. The tenant under any lease is required to comply with all restrictions set forth in this Declaration and in the Association's Rules and Regulations. A copy of any lease agreement shall be provided to the Association or its managing agent. The Board of Directors may, at its discretion, require lessors and lessees to execute an addendum in a form approved by the Board, and to submit the executed lease or addendum to the Board prior to the beginning of the rental period.

B. The following to be added after the final sentence of Article III, Section 3.3(c):

Owner rights may only be delegated to tenants pursuant to a lease in compliance with Section 6.22.

C. The rental restrictions shall be effective June 1, 2023.

## II. Second Proposal: Award of Attorney Fees

A. The following to be added as the final sentence of Article VII, Section 7.4 of the Declaration:

In any action brought by the Association to enforce its covenants and restrictions, the violating party will be responsible for paying the reasonable legal fees and costs incurred by the Association as a result. This section shall not apply to actions for non-payment of assessments, which remain fully governed by Section 4.6

B. This amendment shall be effective as of its date of recordation in the land records of Queen Anne's County, Maryland.

#### **CERTIFICATE**

I hereby certify, pursuant to Section 11B-116(c) of the Maryland Homeowners Association Act, Title 11B, Md. Real Prop. Code Ann., as amended, that the foregoing Amendments to the Amended and Restated Bylaws were approved pursuant to the procedures set forth in Article Eight of the Amended and Restated Bylaws of the Cove Creek Club, Inc. by Owners having the required percentage of votes in the Association. I further certify that the Amendments to the Amended and Restated Bylaws shall be effective on recordation among the Land Records and HOA Depository of Queen Anne's County, Maryland, or else as set forth by the terms of the Amendments.

ectretary ' WILLIAM M. FERRIS

Witness:

Name:

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State of Maryland ) Ween An Ver</u> County ) ss:

I hereby certify, that on this 28 day of <u>NNewber</u>, 2022, before the subscriber, a Notary Public, personally appeared <u>Will Am M Ferris</u>, the Secretary of **Cove Creek Club**, **Inc.**, and acknowledged the foregoing Certificate to be the act of **Cove Creek Club**, **Inc.** 

Notary Public

My commission expires:

May20,2024

# ATTORNEY CERTIFICATION

I HEREBY CERTIFY that the foregoing Bylaw Amendments were prepared by me or under my supervision, and that I am an attorney licensed to practice before the Court of Appeals of Maryland.

Benjamin J. Andres, Esq.

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