

**AMENDED AND RESTATED**  
**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS**  
**OF THE**  
**COVE CREEK CLUB, INC.**

**October 24, 2011**

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS, is made this 24th day of October, 2011 and is intended and does hereby supercede, restate and replace the Declaration of Covenants, Conditions, and Restrictions dated the 1<sup>st</sup> day of November, 1979 and all previous amendments and supplements made thereto.

**TABLE OF CONTENTS**

	<u>Page</u>
ARTICLE I - DEFINITIONS .....	2
1.1.    Definitions.....	2
ARTICLE II - MEMBERSHIP AND VOTING RIGHTS .....	2
2.1.    Membership. ....	2
2.2.    Voting Rights.....	3
ARTICLE III - PROPERTY AND PROPERTY RIGHTS .....	3
3.1.    Property Subject to This Declaration.....	3
3.2.    Member’s Rights of Enjoyment.....	3
3.3.    Extent of Member’s Rights of Enjoyment.....	3
ARTICLE IV - COVENANTS FOR MAINTENANCE ASSESSMENTS .....	4
4.1.    Creation of the Lien and Personal Obligation for Assessments. ....	4
4.2.    Purpose of Assessments.....	5
4.3.    Annual Assessments. ....	5
4.4.    Fiscal Year and Annual Assessment Due Dates.....	5
4.5.    Special Assessments. ....	5
4.6.    Effect of Non-Payment of Assessment: The Personal Obligation of the Owner; The Lien; Remedies of The Cove Creek Club, Inc.....	5
ARTICLE V - PROPERTY RIGHTS AND OBLIGATIONS .....	6
5.1.    Review Basis.....	6
ARTICLE VI - GENERAL PROVISIONS: PRIVATE PROPERTY .....	6
6.1.    ACC Authority.....	6
6.2.    Appearance. ....	7
6.3.    Access. ....	7
6.4.    Boundaries. ....	7
6.5.    Permitted Use of Private Lots.....	8
6.6.    Offensive Activities. ....	8
6.7.    Animals.....	8
6.8.    Signs.....	8
6.9.    Temporary Structures.....	9
6.10.   Commercial Vehicles, etc. ....	9
6.11.   Restoration/Repairs.....	10
6.12.   Outside Containers.....	10
6.13.   Waste Plant Materials. ....	10
6.14.   Garage.....	10
6.15.   Minimum Dwelling Area.....	10
6.16.   Codes.....	11
6.17.   Antennae. ....	11
6.18.   Construction Period. ....	11

**TABLE OF CONTENTS**

	<u>Page</u>
6.19. Destruction of Residence.....	11
6.20. Watercourses.....	11
6.21. Shoreline.....	12
ARTICLE VII - GENERAL PROVISIONS: DECLARATION .....	12
7.1. Duration and Amendment.....	12
7.2. The Cove Creek Club, Inc Use of Community Properties.....	13
7.3. Notices.....	13
7.4. Enforcement.....	13
7.5. Severability.....	13

**THE COVE CREEK CLUB, INC.**

**AMENDED AND RESTATED DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS**

THIS AMENDED AND RESTATED DECLARATION (“Declaration”), is made on the date hereinafter set forth by The Cove Creek Club, Inc., hereinafter referred to as the “Corporation”.

**W I T N E S S E T H:**

WHEREAS, on or about November 1, 1979, a Declaration of Covenants, Conditions and Restrictions (the “Original Declaration”) was recorded among the Land Records of Queen Anne County, Maryland. The Original Declaration subjected that real property described on Exhibit “A” hereto to its terms and conditions (the “Property”); and

WHEREAS, pursuant to Article VIII, Section 1 of the Original Declaration, the Corporation wishes to modify, amend and restate the Original Declaration as set forth herein by the recording of this Amended and Restated Declaration (hereinafter, the “Declaration”).

NOW, THEREFORE, in consideration of the foregoing recitals, all of which are hereby incorporated in and made a substantive part of this Declaration, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Corporation and its constituent members hereby declare that all of the property described above shall be held, sold and conveyed subject to the following Amended and Restated Declaration of Covenants, Conditions and Restrictions, which is recorded for the purpose of protecting the value and desirability of, and which shall run with the Property and be binding on all parties having any right, title or interest in the Property or any part thereof, their personal representatives, successors and assigns, and shall inure to the benefit of each Owner thereof.

## ARTICLE I - DEFINITIONS

### *1.1. Definitions.*

The following words when used in the Declaration of Covenants shall have the following meanings:

- a. “Declaration of Covenants” (hereinafter, the “Declaration”) shall mean and refer to the Amended Declaration of Covenants, Conditions and Restrictions applicable to The Cove Creek Club.
- b. “Corporation” shall mean and refer to The Cove Creek Club, Inc., a non-stock, not-for-profit Corporation organized and existing under the laws of the State of Maryland.
- c. “Cove Creek Club, Inc.” shall mean and refer to the corporate entity as established in the Articles of Incorporation.
- d. “Cove Creek Club” shall mean and refer to all such existing properties as are subject to this Amended Declaration.
- e. “Community Properties” shall mean and refer to those areas of land shown on any recorded subdivision plat of The Cove Creek Club, including improvements heretofore or hereafter made thereon, designated on the face of said plat or plats as intended to be owned and/or maintained by The Cove Creek Club, Inc.
- f. “Private Lot” shall mean and refer to any plot of land shown upon any recorded subdivision plat of The Cove Creek Club or condominium within The Cove Creek Club, except Community Properties.
- g. “Owner” shall mean and refer to the owner(s) of record of each Private Lot situated within The Cove Creek Club but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any procedure in lieu of foreclosure.
- h. “Member” shall mean and refer to a member of The Cove Creek Club, Inc.
- i. “Membership” shall mean and refer to all Members of the Cove Creek Club, Inc.

## ARTICLE II - MEMBERSHIP AND VOTING RIGHTS

### *2.1. Membership.*

Every individual person who is a record Owner of a fee or undivided fee interest in any Private Lot located within The Cove Creek Club, shall automatically be a Member of The Cove Creek Club, Inc., provided that any such person who holds such interest merely as security for the

performance of an obligation shall not be a Member. The Owner shall file a current copy of the portion of the deed indicating the Owner's name(s) of the Private Lot with the Secretary. If the Owner is a corporation, trust, partnership, association or any other legal entity other than natural persons acting as individuals, then such Owners shall register the names of no more than two individuals with the Secretary and only such registered individuals are considered Members.

**2.2. *Voting Rights.***

Members in good standing shall be entitled to one vote for each Private Lot in which they hold the interests required for Membership under Section 2.1 of this Article. When more than one person or entity holds such interest or interests in any Private Lot, the one vote for such Private Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast per Private Lot. In the event that all co-owners are unable to agree on the manner in which to cast the vote, then such vote shall not be counted. Voting rights are contingent upon the Member being a Member in good standing on the date the votes are officially counted for any issue or for any election.

**ARTICLE III - PROPERTY AND PROPERTY RIGHTS**

**3.1. *Property Subject to This Declaration.***

The property subject to this Declaration is the real property located in the Fourth Election District, Queen Anne's County, Maryland, and is more particularly described in EXHIBIT A attached hereto and incorporated by reference as fully as if specifically repeated herein. All of real property subject of this Declaration shall hereinafter be referred to as the "Property."

**3.2. *Member's Rights of Enjoyment.***

Subject to the provisions of Section 3.3 below, every Member in good standing of The Cove Creek Club Inc. shall have a right and easement of enjoyment in and to the Community Properties, and such easement shall be appurtenant to and shall pass with the title to every Private Lot situated within The Cove Creek Club.

**3.3. *Extent of Member's Rights of Enjoyment.***

The rights of enjoyment created hereby shall be subject to the following:

- a. Members' right and easement of enjoyment shall be subject to the provisions of the Bylaws and the published Rules and Regulations of The Cove Creek Club, Inc.
- b. Subject to the provisions of the Declaration, the Articles of Incorporation and the Bylaws and all applicable Federal, State and local laws and ordinances, the right of The Cove Creek Club, Inc., if it so determines, to permit the use of the Community Properties by non-members and to charge reasonable admission and other fees for the use of the Community Properties to either Members or non-members.

- c. Every Member in good standing may delegate rights of enjoyment in the Community Properties to each of his tenants, and to each member of the tenant's family who resides with the tenant within The Cove Creek Club. A written agreement between the Owner and the tenants shall contain the terms of the transfer of the rights of enjoyment from the Owner to the tenants. In no case shall such tenants and the Owner both have rights of enjoyment at the same time. In either event, however, the Owner shall remain liable for all assessments and/or obligations as if the Owner retained such rights of enjoyment. Such Owner shall notify the Secretary of the Corporation in writing of the name of any resident tenants who are eligible under this Section to the rights of enjoyment of Community Properties. The Owner shall file a copy of the written agreement with the Secretary.
- d. The right of The Cove Creek Club, Inc. in accordance with its Bylaws, to borrow money for the purpose of improving the Community Properties and in aid thereof to mortgage or otherwise burden or encumber said properties. In the event of a default upon any such mortgage or other burden or encumbrance, the lender shall have a right, after taking possession of such properties (where such right to possession exists), to charge admission and other fees as a condition to continued enjoyment by the Members and, if necessary, to open the enjoyment of such properties to a wider public until the mortgage or other debt is satisfied whereupon the possession of such properties shall be returned to The Cove Creek Club, Inc. and all rights of the Members hereunder shall be fully restored.
- e. The right of The Cove Creek Club, Inc. to take such steps as is reasonably necessary to protect the above-described properties against foreclosure.
- f. The right of The Cove Creek Club, Inc., as provided in its Bylaws, to suspend the enjoyment rights in the Community Properties of any Member for any period during which any assessment or other funds due to The Cove Creek Club, Inc. are delinquent, and for such period as it considers appropriate for any infraction of its published rules and regulations.

#### **ARTICLE IV - COVENANTS FOR MAINTENANCE ASSESSMENTS**

##### ***4.1. Creation of the Lien and Personal Obligation for Assessments.***

Each Owner of any Private Lot within The Cove Creek Club by acceptance of a deed, whether or not it shall be expressed in any such deed or conveyance, shall be deemed to covenant and agree to pay to The Cove Creek Club, Inc.: (1) Annual assessments or charges and (2) special assessments for the purposes set forth in Section 4.5. The annual and special assessments, together with such interest thereon, late charges and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which such assessment is made. Each such assessment, together with such interest thereon and costs of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.



#### **4.2. Purpose of Assessments.**

The assessments levied under this Article shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents of The Cove Creek Club and in particular for the acquisition, improvement, and maintenance of properties, services, and facilities devoted to these purposes, including, but not limited to, the payment of taxes and insurances thereon and repair, replacement, and additions thereto and for the cost of labor, equipment, materials, management and supervision thereof and for such other related needs as may arise.

#### **4.3. Annual Assessments.**

The Board of Directors shall determine the amount of annual assessments per Private Lot in accordance with the Bylaws of The Cove Creek Club, Inc.

#### **4.4. Fiscal Year and Annual Assessment Due Dates.**

The fiscal year of The Cove Creek Club, Inc. shall begin on January 1 and end on December 31. Due dates of annual assessments shall be in accordance with the Bylaws of The Cove Creek Club, Inc.

#### **4.5. Special Assessments.**

In addition to the annual assessments, The Cove Creek Club, Inc. may levy special assessments for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described improvement upon the Community Properties, including the necessary fixtures and property related thereto, and funding the reserves as provided for in the Bylaws. The special assessment shall be levied in accordance with the Bylaws of The Cove Creek Club, Inc. The Corporation may also levy a special assessment against any Owner to reimburse the Corporation for costs incurred in bringing any Owner and his or her Private Lot into compliance with the provisions of this Declaration, the Articles of Incorporation, the Bylaws and the rules and regulations of the Association. Such a special assessment may be levied upon the vote of the Board of Directors after notice to the Owner and an opportunity for a hearing before the Board of Directors.

#### **4.6. Effect of Non-Payment of Assessment: The Personal Obligation of the Owner; The Lien; Remedies of The Cove Creek Club, Inc.**

If, in accordance with the Bylaws, an assessment becomes delinquent, the assessment together with such interest at the rate specified in Article Six, Section 6.7 of the Bylaws, late charge, and/or penalties thereon and costs of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then Owner, heirs, devisees, personal representatives, successors and assigns. In addition to the lien rights, the personal obligation of the then Owner, as established in Section 4.1 of this Article, to pay such assessment shall remain a personal obligation of the Owner and shall not pass to the Owner's successors in title unless expressly assumed by them.

If the assessment is not paid within thirty days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate specified in Article Six, Section 6.7 of the Bylaws, and The Cove Creek Club, Inc. may bring legal action against the Owner personally obligated to pay the same or to foreclose the lien against the Private Lot, and there shall be added to the amount of such assessment the costs and reasonable attorney's fees incurred, and in the event a judgment is obtained, such judgment shall include post-judgment interest on the assessment as above provided and any additional reasonable attorney's fee to be fixed by the court together with the cost of the action. In addition to the aforesaid, the Board of Directors may charge a reasonable late payment fee on all delinquent assessment accounts, as specified in the Bylaws.

## **ARTICLE V - PROPERTY RIGHTS AND OBLIGATIONS**

### ***5.1. Review Basis.***

No building, fence, wall, pier or other structure shall be commenced, erected, placed, or maintained within The Cove Creek Club, nor shall exterior addition to or change or alteration therein be made until, as determined by the Architectural Control Committee, adequate plans and specifications showing nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by The Cove Creek Club, Inc.

The Board of Directors shall assign such functions to an Architectural Control Committee (ACC) that shall serve as an advisory resource and encourage and promote wherever possible the recommendations and guidelines defined in the *Cove Creek Design Guide* of July 1979' as amended.

The ACC shall respond promptly to plans submitted by Members for approval. However, in the event that such design and location are not approved or disapproved by the ACC within sixty days after said complete and detailed plans and specifications have been submitted, the Owner shall notify the Board in writing of the non-response. If then the Board does not respond to the Owner within 10 business days, approval will not be required, and the owner shall be deemed to be in full compliance with this Article. Design approval hereunder shall in no way be construed as passing judgment or making a determination with respect to the correctness of the location, structural design, suitability of water flow or drainage, location of utilities or other qualities of the item to be reviewed. The Cove Creek Club, Inc. shall have the right to charge a reasonable fee for reviewing such applications. Any exterior addition or alteration made without application having first been made and approval obtained as provided above, shall be deemed to be in violation of this covenant and may be required to be restored to the original condition at the Owner's cost.

## **ARTICLE VI - GENERAL PROVISIONS: PRIVATE PROPERTY**

### ***6.1. ACC Authority.***

The ACC shall have the authority to determine the precise site and location of any building, fence, wall, pier, boat lift, or other structure or other exterior improvement of any kind on any Private Lot within The Cove Creek Club. Further, no topographic or vegetative characteristics of

a Private Lot shall be altered by addition, removal, excavation or other means without prior written approval of the ACC.

### **6.2. Appearance.**

Each Owner of a Private Lot within The Cove Creek Club covenants and agrees to be responsible for the suitable appearance of said Private Lot by cutting grass, weeds and brush, and by removing trash, downed trees and rubbish there from at all reasonable times and to maintain the same in good condition and repair and in a manner that does not, in the discretion of the Board of Directors, decrease the beauty, value, health or safety of the community. Should any such Owner fail to maintain the appearance of a Private Lot in accordance with the aforesaid criteria and as determined solely by the Board of Directors of The Cove Creek Club, Inc., the said Corporation, subject to the notice provisions set forth in Article VI, Section 6.3, is granted the right and privilege to enter upon such property for the purpose of inspecting and maintaining the suitable appearance of any improved or unimproved Private Lot, the cost of which is to be borne by the Owner or Owners thereof pursuant to the same procedures and conditions set forth within Article IV, Section 4.5 and Article VI, Section 6.3.

### **6.3. Access.**

The Cove Creek Club, Inc. or its duly authorized agents, officers and employees shall have the right at any time, without liability to the Owner for trespass or otherwise, to enter onto or upon Private Lots for the purpose of inspecting, maintaining, removing, restoring or otherwise enforcing without any limitation all the restrictions set for in this Declaration of Covenants. No such action shall be taken until the Owner(s) of the Private Lot(s) involved is first given written notice and opportunity to take corrective action within a reasonable time to be specified in such notice. Subject to the provisions of Section 4.5 herein, any costs incurred by the Corporation directly attributable to taking necessary corrective actions shall be the sole personal responsibility of the property Owner and shall also become a lien against the property until satisfied.

Whenever the Board of Directors of The Cove Creek Club, Inc. or their duly authorized agents, officers and employees are permitted by this Declaration of Covenants or other applicable Covenants, Articles, Bylaws, Rules or Regulations of the Cove Creek Club, Inc. to inspect, correct, repair, clean, preserve, clear-out, or take any action whatsoever on the property of any Private Lot, the performance of same, or the taking of any such action, shall not be deemed a trespass or a violation of any law, nor shall it constitute a wrongful act of any kind.

### **6.4. Boundaries.**

No Private Lot shall be re-subdivided or its boundaries changed without the prior written approval of The Cove Creek Club, Inc. In no case, however, shall a resubdivision or division of a Private Lot result in a diminution of the number of assessable lots subject to assessments or charges under this Declaration of Covenants and the original Declaration of Covenants applicable to the Cove Creek Club, Inc. The assessments and charges otherwise due from such subdivided or divided lot shall be fully due and owing from the resultant Owners thereof as they among themselves may determine. In the absence of such agreement, assessments and charges

shall be levied on a pro-rata basis in direct proportion to the applicable percentage of lot ownership held by a resultant Owner and failure to pay such assessments and charges will result in collection action being taken by the Corporation against the Owner and the Private Lot as set forth in this Declaration and the Bylaws.

**6.5. Permitted Use of Private Lots.**

In addition to all other covenants contained herein, the use of the Property and each Private Lot therein is subject to the following:

- a. The Private Lots shall be used for residential purposes exclusively, and no building shall be erected, altered, placed or permitted to remain on any such Private Lot other than one used as a dwelling, except that the use of a dwelling unit for a “no-impact home based business”, as defined in Section 11B-111.1 of the Maryland Homeowners Association Act (the “Act”), as amended, shall be permitted, provided that: (i) before any dwelling unit may be used for a non-impact home based business the Owner and/or resident of such dwelling unit shall notify the Association, in writing, at least thirty (30) days prior to the opening of the no-impact home based business; and (ii) in no event shall the Common Area be used by or in connection with any permitted no-impact home based business.

**6.6. Offensive Activities.**

No noxious or offensive activity shall be permitted on any Private Lot, nor shall anything be done thereon which would cause embarrassment, discomfort, annoyance or a nuisance to the Owners of neighboring properties or to the community in general. There shall not be maintained on a Private Lot any plants or animals or devices or things of any kind, the normal activities or existence of which is in any way noxious, offensive, dangerous, unsightly, unpleasant, or of a nature that would diminish or destroy the enjoyment of other property in the community by the Owners thereof.

**6.7. Animals.**

No animals of any kind shall be kept or maintained within The Cove Creek Club except normal household pets may be kept or maintained on the property of a Private Lot, provided they are not kept or maintained for a commercial purpose, and provided further that:

- a. All animals at large on Community Property must be secured by a leash/lead or under the effective control of its owner or other responsible person. “Under the effective control,” shall mean an animal must be at heel and directly beside its owner or custodian if not secured by a leash or lead. Animals at large on Private Lots must be similarly restrained or kept within an enclosed area.
- b. Natural wild waterfowl indigenous to the area may be raised in pens on a Private Lot, with no more than twelve such fowl permitted at any one time and which shall be released upon reaching a mature stage of development.

**6.8. Signs.**

No signs of any nature shall be erected or maintained on any Private Lot, except:

- a. Signs required by legal proceedings or otherwise permitted by Maryland law;
- b. Residential identification subject to the written approval by the ACC as to location, size, color, material and content;
- c. Temporary signs for sale or rental only as approved and provided for by The Cove Creek Club, Inc.;
- d. Temporary signs during construction of a residence or other improvement indicating the nature of the improvement and the persons or firms responsible therefore, which signs shall be consolidated into a single frame having not more than six square feet of face area and subject to the written approval of the ACC as to location, size, color, material and content, such signs to be removed within ten days of occupancy, rental or sale of the subject property or completion of improvements;
- e. Community or street identification signs which may be located on private property.

#### **6.9. Temporary Structures.**

No structure of any temporary character, and no tent, shack or other outbuilding, except as provided herein, shall be placed or permitted to remain on any Private Lot at any time, except:

- a. Temporary construction shelters may be erected and maintained during and used exclusively for construction of any approved work or improvements; such temporary shelters shall not be used for living quarters and shall be removed from the premises promptly upon completion of the approved work or improvement.
- b. Tents may be erected and temporarily maintained during and used exclusively for social events and typical family use, such as short duration backyard camping.

#### **6.10. Commercial Vehicles, etc.**

Except as herein elsewhere provided, no junk vehicle, commercial vehicle (including vans used for commercial use and vehicles displaying commercial signage), truck (as defined by the Maryland Department of Motor Vehicles and/or by common usage and practice except for light pick-up trucks of three-quarter (3/4) ton capacity or less used for non-commercial purposes), unlicensed or inoperable motor vehicle (which shall include, without limitation, any vehicle which would not pass applicable state inspection criteria), trailer, mobile home, camp truck, house trailer, recreational vehicle, boat or other similar vehicles, machinery or equipment of any kind or character (except for such equipment and machinery as may be reasonable, customary and usual in connection with the use and maintenance of any dwelling and except for such equipment and machinery as the Corporation may require in connection with the maintenance and operation of the Community Properties) shall be kept upon the Property or upon the public or private streets within or adjacent to the Property nor (except for bona fide emergencies) shall

the repair or extraordinary maintenance of automobiles or other vehicles be carried out thereon. The Corporation may, in the discretion of the Board of Directors provide and maintain a suitable area designated for the parking of such vehicles. Notwithstanding the foregoing, boats, trailers, campers, recreational vehicles, commercial vehicles, horse trailers, or utility trailers and similar vehicles may be maintained on designated Community Property or a Private Lot only within an enclosed or screened area which renders such objects not visible from the road or neighboring property, except that in the case of a waterfront lot, any boat that is small enough to be launched by hand may be kept along the waters edge of such lots. This Section shall not restrict the storage of boats at piers and boatlifts approved by the ACC.

**6.11. Restoration/Repairs.**

No automobile or vehicle of any kind, and no boat, or trailer of any kind shall be constructed, restored, or repaired upon any Private Lot in such a manner that said activity is visible from the road or neighboring properties.

**6.12. Outside Containers.**

All above-ground garbage and trash containers, fuel tanks, mechanical swimming pool equipment, utility boxes and meters, air conditioning equipment, clotheslines and other similar outdoor maintenance, storage, and service facilities shall be contained in appropriately screened or fenced areas in order to conceal them from view of the road and neighboring properties. The placement of these items, when such placement is under the control of the Owner, whether located above or below ground, shall require the approval of the ACC.

**6.13. Waste Plant Materials.**

The maintenance of accumulated waste plant material on a Private Lot is prohibited except as part of an established compost pile which shall be maintained in such a manner as not to be visible from the road and neighboring properties and not closer than one hundred feet from the neighboring residence or an established outdoor living area of an existing or future residence.

**6.14. Garage.**

Each residence shall include at least a two-car garage, either attached or detached, having a minimum floor area of four hundred square feet. Any additional on-site parking designed principally for the occupants of the dwelling shall, where feasible, be appropriately screened from public view.

**6.15. Minimum Dwelling Area.**

All principal residences shall contain not less than one thousand, two hundred square feet of "enclosed dwelling area". The term "enclosed dwelling area" shall not include garages, guest houses, boat sheds, terraces, decks, open porches and like areas, but shall include screened porches, if the roof of any such porch forms an integral part of the roof line of the principal dwelling structure.

**6.16. Codes.**

All exterior improvements, modifications or additions which require the approval in accordance with Article VI of this Declaration shall be in accordance with applicable Federal, State and local regulations or ordinances, including, but not limited to, building lines, setback and height provisions set forth in the Zoning Ordinance of Queen Anne's County, Maryland.

**6.17. Antennae.**

Except as specifically permitted by applicable federal governmental regulations, no exterior aerials or antennas of any type, including, but not limited to, satellite dishes for reception or transmission, may be erected or maintained within the Property without the prior written approval of the Board of Directors, or its designated committee, pursuant to Article 6 hereof; provided, however, that satellite dishes not in excess of one (1) meter in diameter are permitted. The Board of Directors may impose reasonable rules and regulations regarding the location and screening of any such satellite dish, subject to applicable federal governmental regulations. Aerials and antennas situated entirely within a dwelling unit, and not visible from the exterior are permitted.

**6.18. Construction Period.**

The exterior modification or repair of all residences and other structures on a Private Lot must be commenced within six (6) months of approval and completed within one (1) year after construction has commenced, and such construction shall proceed and be continuous without delay, except where such completion is impossible or would result in great hardship to the Owner or the builder due to strikes, fire, national emergency or natural calamities.

During the construction period, the Owner of the Private Lot shall require the builder to maintain the lot in a reasonably clean and uncluttered condition and to take necessary action to control any erosion of or from disturbed site areas. Cessation of work on any structure once started, and prior to completion, for a continuous period of sixty days shall be prima facie evidence of an attempt to abandon the same in its partially completed state, and the same shall be deemed to be both a public and private nuisance.

**6.19. Destruction of Residence.**

Should any residence or structure on any Private Lot be destroyed in whole or in part, it must be reconstructed in a manner consistent with the provisions of this Declaration and the debris thereof removed from the site and the property restored to a neat and sightly condition within six months, or it shall be deemed to be both a public and private nuisance.

**6.20. Watercourses.**

Except as may be provided annually within the framework of each adopted operating budget of The Cove Creek Club, Inc., The Cove Creek Club, Inc. expressly assumes no responsibility for silt or obstruction removal or channel improvement by dredging or any other means, in any natural or dredged channel providing access to any Private Lot or Community Property, nor in

any natural or man-made watercourse or basin within The Cove Creek Club, nor along any shore line boundary thereof.

**6.21. Shoreline.**

Maintenance of the shoreline of all waterfront lots is and shall be the responsibility of the Owner of the Private Lot abutting the shoreline. However, in recognition of the possible danger of damage to adjacent Owners or to the Community Properties, and in order to protect and enhance the general appearance of The Cove Creek Club, each such waterfront lot shall be subject to an easement running to The Cove Creek Club, Inc., for the purpose of entering upon or otherwise accessing such lots for the purpose of maintaining, restoring or assuring the continuing integrity of the shore line installations should the Owner fail so to do, after having received notice and reasonable opportunity to correct, without penalty of trespass or otherwise and to levy the costs thereof against the Owner personally and which costs shall also become a lien against the property until satisfied.

Further, the Owner of any Private Lot along said waterfront shall have the right and easement to go upon the lot of an adjacent Owner while repairing or maintaining the revetments or bulkheads upon his own lot for the purpose of reasonable connection upon the neighboring lot and in order to maintain the integrity of the total installation, provided however, that the performing such work shall not cause any disruption or damage to the property of the adjoining Owner(s), and that reasonable notice is given to the adjacent Owner(s).

**ARTICLE VII - GENERAL PROVISIONS: DECLARATION**

**7.1. Duration and Amendment.**

The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by The Cove Creek Club, Inc., or the Owner of any land subject to this Declaration, their respective legal representative, heirs, successors and assigns, for a term of twenty-five years from the date this Amended Declaration is recorded. Said covenants and restrictions shall be automatically extended for successive periods of ten years unless otherwise terminated or changed by the same requirements as hereinafter provided for amendments to the Declaration of Covenants.

The Declaration of Covenants may be amended only upon the assent of a two-thirds of all Membership votes eligible to be cast, which votes shall be cast by written ballot in accordance with the procedures specified in the Bylaws. Any such amendment(s) of this Declaration of Covenants shall not become effective until the instrument evidencing such change has been duly recorded.

Amendments to the to the Declaration of Covenants may be proposed by the Board of Directors or by a written petition signed by 25% of the Members. A description of any proposed amendment, including any properly submitted and voted upon amendments thereto, shall be set forth in a written notice distributed by the Secretary to the Membership at least thirty days prior to the Membership meeting at which such proposed amendment is to be voted upon.



**7.2. *The Cove Creek Club, Inc Use of Community Properties.***

The Cove Creek Club, Inc. shall have the right to use all Community Properties, including easements for community use, within The Cove Creek Club for the purposes of providing the services that it performs in The Cove Creek Club.

**7.3. *Notices.***

Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the currently registered address of the person who appears as Member or Owner on the Records of The Cove Creek Club, Inc. at the time of such mailing, in accordance with the provisions stipulated in the Bylaws.

**7.4. *Enforcement.***

In addition to other procedures set forth in the Declaration or other enforcement of the Declaration, enforcement shall be by any legal proceeding against any person or persons violating or attempting to violate any covenant or restriction, either to restrain or enjoin violation or to recover damages, and against the land to enforce any lien created by the Declaration; and failure of The Cove Creek Club, Inc. or any Owner to enforce any covenant or restriction herein contained shall not be deemed a waiver of the right to do so thereafter.

**7.5. *Severability.***

Invalidation of any one of the provisions of the Declaration by judgment or court order shall not affect any other provisions, all of which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, has executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

ATTEST:

THE COVE CREEK CLUB, INC.,  
a Maryland corporation

\_\_\_\_\_  
\_\_\_\_\_  
(Assistant) Secretary

By: \_\_\_\_\_  
\_\_\_\_\_  
President

[CORPORATE SEAL]

CERTIFICATE OF THE COVE CREEK CLUB, INC.

The Secretary of The Cove Creek Club, Inc. (the "Corporation"), the Secretary, as the person authorized to count votes of the Members, hereby certifies that the Amended and Restated Declaration of Covenants, Conditions and Restrictions to which this Certificate is attached was approved by the Members of the Corporation as required by the original Declaration. This Certification is recorded for the purpose of conforming to the relevant provisions of Maryland corporate law and of the Declaration and hereby accompanies the Amended and Restated Declaration of The Cove Creek Club, Inc.

\_\_\_\_\_  
Secretary of The Cove Creek Club, Inc.

ATTEST:

\_\_\_\_\_  
President

\* \* \*

STATE OF

\*

COUNTY OF

\* to wit:

\*

I HEREBY CERTIFY that on this \_\_\_\_ day of \_\_\_\_\_, 2013, before me, a Notary Public in and for the State and County aforesaid, personally appeared \_\_\_\_\_, known to me (or satisfactorily proven) to be the President of The Cove Creek Club, Inc., a Maryland corporation, and that such corporate officer, being authorized to do

so, executed the foregoing and annexed instrument on behalf of such corporation for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

[NOTARIAL SEAL]

\* \* \*

**ATTORNEY'S CERTIFICATION**

I HEREBY CERTIFY that the foregoing instrument was prepared by or under the supervision of the undersigned, an attorney duly licensed to practice before the Court of Appeals of Maryland

\_\_\_\_\_  
Stanley R. Jacobs

**[TO BE COMPLETED WITH SUBDIVISION PLAT  
REFERENCES FOR THE PROPERTY PRIOR TO  
RECORDATION OF THIS DECLARATION]**