

AMENDED AND RESTATED COVENANTS, CONDITIONS AND RESTRICTIONS FOR QUEEN ANNE COLONY

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR QUEEN ANNE COLONY, is made this 16th day of August, 2017, by Queen Anne Colony Association, Inc. ("the Association"), a Maryland nonprofit non-stock homeowners association as hereinafter set forth.

EXPLANATORY STATEMENT: On or about December 31, 1990, a document entitled the Covenants, Conditions and Restrictions for Queen Anne Colony (hereinafter referred to as the "Declaration") was recorded among the Land Records of Queen Anne's County, Maryland in Book 362, pages 507 et seq. This Amended and Restated Covenants, Conditions and Restrictions of the Declaration is intended to amend and restate said Declaration, to run with and bind the land, all Owners, their heirs, personal representatives, successors and assigns, and is duly adopted and promulgated as hereinafter provided.

WITNESSETH:

WHEREAS, The Queen Anne Colony Association, Inc. (hereinafter referred to as "the Association") is the owner and overseer of certain Property in Queen Anne's County, State of Maryland, which is more particularly described on the legal description as set forth in Article 1 below herein; and

WHEREAS, The Association and the undersigned owners of land within the Queen Anne Colony subdivision desire to update and amend the Declaration and to impose certain covenants on the land as hereinafter set forth; and

WHEREAS, Queen Anne Colony, is a subdivision in the Fourth Election District of Queen Anne's County, State of Maryland; and is a water-oriented community bounded by the Chesapeake Bay and Price's Creek; and

WHEREAS, the Association desires to provide for the preservation of the values and amenities in the community and for the maintenance of the Common Areas; and to this end, desires to subject the real property described in Article 1 below herein to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which are for the benefit of the Property, the current and subsequent Owners, their heirs, personal representatives, successors and assigns thereof, and which shall run with and bind the land; and

WHEREAS, the owners of the lots and parcels in Queen Anne Colony desire to modify the covenants, conditions and restrictions in order to ensure the attractiveness of the community, to prevent any future impairment, to prevent nuisances, to protect the rights of residents to enjoy the

VALID ONLY WITH IMPRESSED SEAL
I HEREBY CERTIFY that the attached is a true copy of a record on file in the Office of the Queen Anne's Clerk of Circuit Court.
Scott MacGLASHAN, CLERK
8/25/17
DATE ISSUED

benefits of a water-oriented community, and to preserve, protect and enhance the values and amenities thereof; and

WHEREAS these lot and parcel owners have organized the Association, which is responsible for administering the covenants, conditions and restrictions and is delegated and assigned the powers and duties of maintaining and administering the Common Areas, administering and enforcing the covenants and restrictions and collecting and disbursing the charges and assessments created; and

WHEREAS, the Association is a nonprofit incorporated homeowners association without capital stock under the laws of the State of Maryland, formed for the purpose of carrying out the powers and duties described.

NOW, THEREFORE, the Association hereby declares that the Original Declaration is hereby amended and restated concerning all of the Property described in Article 1 below herein and as shown on the Plats of Queen Anne's County described and referenced below, and such Property, in addition to any other covenants of record, shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of the Property described in Article 1 below herein, which shall run with and bind the real property subject to this Declaration, and be binding on all parties having any right, title or interest in the Property, or any part thereof, and their heirs, personal representatives, successors and assigns, and which shall inure to the benefit of each Owner thereof.

Article I

Property Subject to Declaration

The property known as Queen Anne Colony is that land developed from a tract known as "Airy Plains" and/or "the Isaac and Emma Grolman Farm" in the Fourth Election District of Queen Anne's County, Maryland, as recorded in a deed to Village Green, Incorporated, and recorded among the Land Records of Queen Anne's County, in T.S.P. Book 57, pages 317 *et seq.* in 1960, consisting of all the recorded plats and lots, community property, and the tracts or parcels of land yet to be subdivided and platted that lie within the bounds of Queen Anne Colony. Developed and undeveloped tracts, parcels, and/or platted lands which are subject to these covenants, conditions and restrictions include, but are not limited to, the following:

1.1. All the land and rights which were deeded to Queen Anne Colony Association, Inc., from Queen Anne Joint Venture by deed dated August 11, 1982 and as recorded among the Queen Anne County Land Records in M.W.M. Book 192, pages 757 - 771 inclusive.

1.2. All the land and rights which were subjected to certain covenants as provided in a deed dated April 24, 1961 from Village Green, Incorporated and recorded among the Land Records of Queen Anne's County in T.S.P. Book 60, pages 110 *et seq.*, all as shown on plats recorded among the said Land Records in T.S.P. Book 59, page 251 and M.W.M. Book 12, page 81, which includes

the following lots:

Block A	Lots 1 - 20A and Lots 22A - 36 inclusive
Block B	Lots 1 - 15 inclusive
Block C	Lots 1 - 27 inclusive
Block F	Lots 1 - 20 inclusive
Block J	Lots 1 - 25 inclusive
Block K	Lots 1 - 29 inclusive
Block Q	Lots 1 - 34 inclusive

1.3. All the land and rights which were subjected to certain covenants as provided in a deed dated December 2, 1966 from Village Green, Incorporated and recorded among the Land Records of Queen Anne's County in C.W.C. Book 25, pages 540 *et seq.*, and as shown on plats recorded among said Land Records in C.W.C. Book 1, pages 12 and 13, which includes the following lots:

Block B	Lots 16 - 29 inclusive
Block D	Lots 1 - 12 inclusive
Block G	Lots 1 - 14 inclusive
Block H	Lots 1 - 27 inclusive
Block L	Lots 1 - 11 inclusive
Block M	Lots 1 - 8 inclusive
Block N	Lots 1 - 4 inclusive

1.4. All that land and rights as transferred by deed dated May 24, 1965 from Village Green, Incorporated and recorded among the Land Records of Queen Anne's County in C.W.C. Book 15, pages 249 *et seq.*, and as partially shown on plats recorded among said Land Records as Plat 4 Queen Anne Colony in C.W.C. Book 1, page 14 which includes the following lots:

Block O	Lots 1 - 15 inclusive
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1.5. All that land and rights which were subjected to certain covenants and as transferred by deed dated March 4, 1974 from Village Green, Incorporated and recorded among the Land Records of Queen Anne's County in C.W.C. Book 82, pages 35 *et seq.*, and as partially shown on plats recorded among said Land Records as Plat 5 Queen Anne Colony in C.W.C. Book 1, page 37 which includes the following lots Effective March 4, 1994, Plat 5, recorded in C.W.C. Book 82, page 35 and C.W.C. Book 77, page 406 which includes the following lots:

Lots 1 - 10 inclusive

1.6. All that land and rights which were subjected to certain covenants and as transferred by deed dated September 5, 1973 from Village Green, Incorporated and recorded among the Land Records of Queen Anne's County in C.W.C. Book 77, pages 415 *et seq.*, and a deed recorded in C.W.C. Liber 77, page 406 (refers to T.S.P. Liber 60, page 110) partially shown on plats recorded

among said Land Records as Plat 6, C.W.C. Book 1, page 52, which includes the following lots:

Lots 7A - 11A and 28A - 32A inclusive.

1.7. All of the property previously deeded to Milton E. and Barbara W. Kettler, recorded in T.S.P. Book 72, page 96, subdivided as additions to Queen Anne Colony as follows:

Block X Lots 1, 2 and outlot 2, 3 and outlot 3, A and outlet A, and B

1.8. The two lots or parcels of land located on the east side of Congressional Drive between Lot 1, Block J, Plat 1 and the Queen Anne Marina, which deed is dated July 26, 1990, and recorded among said Land Records in M.W.M. Book 354, page 198:

Lots 0.569 ac. and 0.494 ac.

1.9. All of the property as shown on plats recorded among said Land Records in T.S.P. Book 1, page 99A, T.S.P. Book 68, page 414 (plat no. 48456), C.W.C. Book 77, page 418, which includes but is not limited to the following lots and parcels:

Block J Lots 3-A through 6-A inclusive
10.742 acres Club House Area

Article II

Definitions

Whenever used in this document, the following definitions shall apply:

2.1. The word "**Association**" means the Queen Anne Colony Association, Inc., or its successors in interest or assigns.

2.2. The words "**owner**" or "**owners**" mean the record owner whether one or more person(s), trustee(s), or entity(ies), possessing fee simple title to any lot(s) or other tract(s) or parcel(s) of land in Queen Anne Colony or their heirs, successors, assigns, executors, administrators, or personal representatives, but excluding those having such interest merely as a security for the performance of an obligation.

2.3. The word "**house**" means a structure designed to serve as a residential dwelling for a single family unit.

2.4. The words "**lot**" or "**lots**" mean land in Queen Anne Colony that has been subdivided and recorded as such among the land records of Queen Anne's County. The subsequent

consolidation of any such lots shall not affect this definition.

2.5. The words “tract” or “parcel” mean any land in Queen Anne Colony which has not been subdivided and/or platted into lots and properly recorded as such, except community property.

2.6. The term “community property” means all property owned by Queen Anne Colony Association, Inc. and also includes, but is not limited to, the following areas in Queen Anne Colony:

- a. Recreation area located on east side of Columbia Lane, across from Lots 22 and 23, Block B, Plat 2.
- b. Reserved lot, access easement area, and Price’s Cemetery, located on the north side of Big Holly Court and west of Lot 25, Block J. Plat 1.
- c. Wingshot Island located in Price’s Creek behind Lots 13 through 16, Block H. Plat 3.
- d. Mallard Island located in Price’s Creek behind Lots 17 and 18, Block H, Plat 3.
- e. North Beach property located between Lots 17 and 18, Block A, Plat 1 on the Chesapeake Bay.

2.7. The words “shed” or “sheds” means a structure for storage or for use other than as a residence, located on any lot.

Article III

General Covenants

3.1. **Membership.** Owners of any lot, tract or parcel in Queen Anne Colony shall automatically be a member of the Queen Anne Colony Association, Inc., **entitled to one vote for each lot, tract or parcel owned** in order to participate in the governance of the community as further provided in the bylaws of the Association; provided, however, that such membership does not apply to those persons who hold an interest in any such lot merely as security for the performance of an obligation to pay money, e.g., mortgages, deeds of trust, or real estate contract purchasers. The Association shall have all the powers that are set out in its Articles of Incorporation and all other powers that belong to it by law.

3.2. **Riparian Rights.** Owners of land adjoining Chesapeake Bay shall have riparian rights in and to any of the waters in the Chesapeake Bay contiguous to their lots. Owners of land adjoining Price's Creek shall have riparian rights to the near edge of the dredged channel, but cannot encroach upon or into or interfere with the dredged channel. The use of all such riparian rights are subject to all covenants, conditions and restrictions contained herein.

3.3. **Hunting and discharging firearms.** No person shall hunt or trap any game or discharge any firearm in Queen Anne Colony nor shall hunting blinds be erected on any shore or in or on any waters contiguous to Queen Anne Colony.

3.4. **Approval of structures.** No structure shall be constructed, erected, placed or altered (including change of any exterior color) until the plans, specifications and details have been submitted to and approved in writing by the Board of Directors of the Association, or an Architectural Committee appointed by the Board of Directors, which Architectural Committee must follow approved Queen Anne Colony Architectural Guidelines. Such structures include but are not limited to; houses and other primary buildings, sheds, antennas, pools, fences, wells, septic systems, poles, fountains, piers, docks, bulkheads, and riprap, whether on land or on or beneath any of the waters adjacent to Queen Anne Colony. The Board of Directors or its designated committee shall consider among other things as it determines appropriate, the proposal's suitability, its site, the materials to be used, its harmony with the surroundings, and its potential impact on neighboring properties. The Board of Directors, or its designated committee, shall approve or disapprove plans, specifications and details within 45 days from the date the full written specifications are submitted and received by it. In the event of disapproval, the Board of Directors or its designated committee shall provide the basis for such disapproval. The Association shall not be responsible in any way for any defects or failure of the applicant to comply with federal, State and County law involving any work done according to such plans or specifications. It shall be the duty of the applicant to comply with all such laws. Any approval given hereunder shall become null and void unless construction is commenced within six months of the date approved, and the building exterior is completed within nine months of date construction is commenced, unless such time is extended in writing by the Board of Directors.

3.5. **Construction deposits.**

a. **Deposits.** The Association requires a deposit, not to exceed 0.5 percent of the estimated costs of the structure or other major improvements to assure compliance with approved plans and specifications. Upon completion of the improvement in accordance with the approved plans and specifications, the deposit will be refunded, plus interest accrued at the same rate as that of the general funds of the Association. If the improvement is not completed in accordance with the approved plans and specifications, the deposit will be forfeited and may be used to bring suit to enforce compliance.

3.6. **Requirements for houses.** Houses shall be constructed and maintained in accordance with the following requirements:

a. **Floor area.** The fully enclosed floor area of a house erected upon any lot, exclusive of basements, porches, and garages, shall contain not less than 1400 square feet for a one-story house, not less than 1700 square feet for a one-and-one-half-story house, or not less than 2200 square feet for a two-story house.

b. **Foundations.** Foundation walls shall extend no more than three feet above grade level. If constructed of concrete blocks, they shall be pargeted where exposed on the exterior.

c. **Roofs.** No structure shall extend more than 28 feet above the street centerline, and no roof pitch over the principal part of the house shall be less than 3:1. Roof pitches over porches, entrance stoops and other such attachments to the principal house may be less than 3:1 but shall not exceed 20 percent of the floor area of the house. Asphalt shingles, when used, shall be a minimum of 240 pounds per square. Roof-mounted solar collectors shall lie flat against the roof if visible from the street or water side of the house. Ground mounted solar panels will require Architectural Committee review and Board of Directors written approval prior to installation. In any case, they shall be located and mounted to be as unobtrusive as practicable.

d. **Windows.** Each side of a house must have at least one window. Windows must be compatible with the style and character of the house.

e. **Siding.** All types of exterior siding, facia, soffits, trim, porches, decks and similar appurtenances must be properly maintained in good order, condition and repair.

f. **Chimneys.** The exterior portion of chimneys and flues shall be enclosed with brick or stone masonry or with other suitable material compatible with the house.

g. **Garage and storage areas.** All houses shall have an attached garage adequate for at least one full-sized automobile and additional ground-level storage space of at least 80 square feet suitable for lawn and garden equipment or similar items.

h. **Driveways.** Driveways and parking aprons shall be constructed of concrete, asphalt, or gravel. The use of oyster or other shell material is prohibited. A suitable edging of wood, metal, other suitable material shall be required to contain loose driveway materials.

i. **Setbacks.** No house, including attachments thereto, shall be located within 35 feet of the front property line (that line which abuts upon the street); within 30 feet of a side property line which abuts a street; within 15 feet of any other side property line; or within 20 feet of the rear property line, except in the case of waterfront property. No house, including attachments thereto, shall be located on waterfront property in Plat 5 within 50 feet, or on any other waterfront property within 75 feet, of the point where the mean high tide strikes fast land or a bulkhead. Riprap and other forms of erosion control shall not be regarded as an extension of fast land. A meandering line shall be measured from its mean point. Upon approval of the Association, entrance stoops, decks, terraces, swimming pools, patios, steps, eaves, cornices and gutters may be excepted.

3.7. **Requirements for other structures.** Structures other than houses shall be constructed and maintained in accordance with the following requirements:

a. **Sheds.** Sheds shall be limited to one per household and shall be aesthetically compatible with the style and character of the house. Design, size and location of a new shed or alteration of an existing shed must be approved in writing by the Board of Directors or its designated committee before being placed or constructed on the lot. Sheds shall not be located within 15 feet of any side property line. Sheds shall not be located on the water front side of properties on the Chesapeake Bay or Price's Creek. Boat houses are prohibited.

b. **Pools.** Above-ground pools are prohibited.

c. **Exterior equipment.** Mechanical or electrical equipment which is located outside of the house, such as that for heating and cooling systems, swimming pools, and other purposes, shall be screened from view.

d. **Antennas.** Outside antennas, including any device used for the receipt of video programming services, including direct broadcast satellite, television broadcast, and multipoint distribution service, shall be located to be as unobtrusive as practicable from the street side of the house. A reception antenna that has limited transmission capability designed for the viewer to select or use video programming is a reception antenna provided that it meets FCC standards for radio frequency emission. Detached antennas mounted on towers are prohibited.

e. **Fences.** In order to preserve the free and open natural quality and aesthetic appearance of the community, fences shall be limited to the types and styles which, in the opinion of the Board of Directors, contribute to and are in keeping with the character of the house and the community. Fences on the street side of the house shall be decorative only, not for restraint. Fenced enclosures within the property lines shall be limited to the types and styles appropriate to the purpose of the

enclosure. In no case shall a chain-link, barbed wire or similar type fence be allowed except where completely screened from view by shrubbery or other means. Stockade and similar types of privacy fences shall be allowed only on the perimeter of the community and when necessary to screen certain qualifying installations from view. No fence or dog run shall be located on the water front side of any property on the Chesapeake Bay or Price's Creek except for a fence located around the immediate perimeter of a swimming pool.

f. **Storage tanks.** External tanks for the storage of fuel shall be buried below the surface of the ground or screened from view.

g. **Clotheslines.** Permanent clotheslines for airing and drying of laundry are prohibited. Posts and hooks may be installed for temporary clotheslines provided that they are located so the drying laundry will be as unobtrusive as practicable from the street side of the house.

h. **Setbacks.** Detached structures shall not be located on the street side of a house. Detached structures shall not be located within 15 feet of a side property line or rear property line of a house. Detached structures shall not be located on the water front side of any property on the Chesapeake Bay or Price's Creek.

3.8. **Architectural standards.** The Board of Directors shall have the right to establish such additional standards as it deems necessary and desirable to deal with architectural style, construction materials and methods, and related matters of community concern.

3.9. **Multifamily houses, time-share and short term rentals prohibited.** There shall be no more than one single-family house on any lot, which shall be occupied by no more than one family unit and its domestic help, if any. A family unit is defined as two or more persons related through blood, marriage or legal adoption or unrelated persons who jointly occupy and have equal access to all areas of a dwelling house and who function together as an integrated economic unit. No house shall be owned or co-owned in less than its entirety, i.e. there shall be no sub-division of any dwelling house. Time-share, short term rental (less than 6 months), hotel or transient tenants, including but not limited to usage in conjunction with Airbnb, Flipkey, Homestay, Roomorama, Rentalo and other such companies, and other forms of interval or shared ownership and/or occupancy are **prohibited**. This provision shall not apply to temporary guests who are not charged a fee or other remuneration or thing of value for their temporary stay.

3.10. **Nonowner occupancy.** In the event that a house in Queen Anne Colony is to be occupied by someone other than the owner(s) or the immediate family of the owner(s), it must be by lease. The lease agreement must be in writing and for a period of no less than six months, shall identify the individual(s) who will be occupying the house, and shall stipulate that the leasee will be responsible for complying with the noneconomic requirements of the Association's covenants, rules and regulations. The owner(s) of the house shall provide the leasee with a copy of

the covenants, rules and regulations, and shall provide the Association with a copy of the lease agreement and an address and telephone number where he or she can be reached.

3.11. **Maintenance of structures.** Any house or related structure on a lot, including bulkheads and piers, shall be maintained in an attractive and sound condition to prevent deterioration. Houses or structures damaged or destroyed by fire, storm or other causes shall be repaired or removed within six months of the damage or destruction except for those circumstances beyond the control of the owner.

3.12. **Disposal of trash.** No trash, garbage or other refuse shall be dumped, buried, stored or accumulated on any lot, tract or parcel, or thrown into any waterway. Receptacles for trash, garbage and other refuse shall be screened from view or so placed and kept as not to be visible from any street or waterway at any time except when set out for collection. No outside burning of leaves, trash or garbage shall be permitted.

3.13. **Changes to the land.** There shall be no grading, land filling or removal of soil which substantially affects the natural drainage or contours of the land. Any such changes to the land must be in compliance with all federal, State and County laws and must be approved by the Board of Directors.

3.14. **Preservation of views.** Except for a house and its appurtenances, nothing shall be placed or located upon any lot which substantially obstructs the views of others of any of the waters which abound Queen Anne Colony. This includes, but is not limited to, sheds and other structures, stored vehicles of any kind, and trees and other plants. A view shall be regarded as "substantially obstructed" when more than half of the available view is blocked as determined from the position from which such view would normally be seen.

3.15. **Landscaping requirements.** Owners with houses upon their lots are required to establish and maintain lawns and plantings consistent with the ambience of Queen Anne Colony. Landscaping plans approved by the Board of Directors or its designated committee in connection with new construction shall be completed as soon as weather permits following completion of the exterior of the structure. Lawns shall be maintained free of noxious weeds and cut and trimmed as needed. Trees and shrubs shall be planted and maintained so that, when mature, they shall not overhang the lot line, obstruct views, or interfere with the free movement of breezes. Trees and shrubs requiring trimming or pruning shall not be allowed to develop into an overgrown condition. Deadwood from trees and shrubs shall be removed promptly. Outside ornaments, including plants in containers, statuary, sculpture, fountains, driftwood, windmills, whirligigs, farm implement parts (plows, wagon wheels, etc.) and similar decorative items, shall be limited to the style and number which reflect the tastes and standards extant in the community. The Board of Directors shall have the right to establish and enforce minimum standards of landscaping and shall make final determinations dispositive of issues and complaints arising under this Section.

3.16. **Preservation of trees.** Trees are a natural resource important to the ambience

of the community. The cutting down and removal of live, healthy trees with trunks four inches or more in diameter at breast height (4 feet above the ground) is prohibited except as approved by the Board of Directors, in connection with the construction of a structure upon a lot, or in accordance with a landscaping plan approved by the Board of Directors or its designated committee. This shall not prohibit the removal of trees or tree limbs to restore views or to prevent overcrowding or overhanging of structures.

3.17. Maintenance of undeveloped lots. Owners of vacant lots shall not allow them to become or to remain in an unsightly, unsafe, or unhealthy condition to the detriment of the community. This includes allowing the development of an overgrown condition which obstructs views, interferes with the free movement of breezes, or harbors flies, mosquitoes, rodents or other pests; allowing water to stand upon the lot sufficiently long to provide a breeding opportunity for mosquitoes; or allowing the accumulation of trash and rubbish upon the lot. The Association may require the owner(s) of a lot in violation of this provision, upon 30 days' written notice, to remedy the violation. In the event said owner(s) shall fail to do so within 30 days of said notice, the Association, through its Board of Directors, has the right to contract for the required corrections to be performed at the expense of the owner. Entry upon such lot pursuant to the provisions of this section shall not be deemed a trespass.

3.18. Maintenance of quality of community. An important element in the quality of life which each resident of Queen Anne Colony has a right to expect is a tranquil environment free from unwelcome disturbances. Accordingly, nothing shall be done or kept on any lot which shall become an annoyance or nuisance or which brings about a change to the essential residential character of the community. This includes, but is not limited to:

- a. **Prohibited activities.** The conduct of any trade, business, commercial or professional activity which generates evidence of such activity, i.e. impacts the quality of life or property values (such as increased traffic, on-street parking, signs, loud or unusual noises, and foul or pungent smells) is prohibited.
- b. **Prohibited storage.** The parking or storage of any equipment or vehicle associated with commercial activity such as, for example, construction equipment, agricultural implements, trucks over 3/4 ton, commercial trailers, or commercial fishing equipment such as crab pots or dredges is prohibited. Passenger cars and small pickup trucks are specifically excluded from this prohibition.
- c. **Prohibited noise.** Excessive and unnecessary noise from any source at any time is prohibited. All controllable noise, such as that from construction work, lawn mowers, social gatherings, and barking dogs, is prohibited between the hours of 11:00 p.m. and 8:00 a.m.
- d. **Intrusive lighting.** Any exterior lighting that changes the essential residential character of the community or creates spill over glare onto adjacent

properties is prohibited. All exterior lights shall confine emitted light to the property on which the light is located.

Successful enforcement of this provision depends upon the exercise of ordinary courtesy and consideration of others. The Board of Directors shall have the right to make a subjective determination concerning each situation which, in its judgment, violates the spirit or intent of this provision. Continuing and willful violations will be dealt with in a manner which the Association deems appropriate.

3.19. **Storing of vehicles.** No vehicle of any kind may be stored on any unimproved lot. Automobiles, trailers, campers, boats and recreational vehicles may be stored on a lot after completion of the house provided that they do not exceed 25 feet in length, that they are placed upon the lot in as inconspicuous a location as is practicable, and that they do not block the views of others. Inoperative, unlicensed, incomplete, or neglected vehicles shall be garaged or hidden from view. Such stored vehicles shall be limited to no more than two. The Association shall regard such vehicle as "stored" (as opposed to "parked") when it has sat unused for 30 consecutive days.

3.20. **Pets.** No animal except household pets shall be kept on any lot. No livestock or commercial poultry may be kept. Commercial breeding of any kind is prohibited. Animals which are allowed outside the house are limited to three per household. Animals shall not be allowed to roam free in violation of the leash laws of Queen Anne's County. Animals shall not be allowed to create any type of nuisance. Complaints arising under this section shall be resolved by the Board of Directors in accordance with its best judgment considering the rights of all the affected parties. The determination of the Board of Directors shall be final and dispositive of the issue.

3.21. **Sale of lots.** Owners shall not sell, lease, or in any manner transfer any portion of a lot less than the entirety thereof, except pursuant to duly processed condemnation proceedings or voluntary deeding for the public purpose, or unless the Association shall give its written consent thereto.

3.22. **Annual fee.** Owners of lots in Queen Anne Colony shall pay to the Association an annual fee for each lot owned for the maintenance of community property, services to the community, and for the ordinary and necessary operating expenses of the Association. Annual lot fees are determined according to the individual lots for Queen Anne Colony as shown on the original plats recorded among the Plat Records of Queen Anne County as referred to in Article 1 above. Lots that have been consolidated by the owner thereafter shall be assessed according to the original lot delineation. The amount of the annual fee shall be determined following approval of the annual budget of the Association and upon approval by a simple majority of members of the Association present and voting in person or by proxy, provided, however, that any increase over the previous year in excess of ten percent shall require approval by a simple majority of all lot owners.

3.23. **Price's Creek fee.** In addition to the above annual fee, owners of lots in Queen Anne Colony adjoining Price's Creek and owners of boat slips adjoining Price's Cemetery, except

the Queen Anne Marina, shall pay to the Association a special annual fee to be used solely for the benefit of Price's Creek. The amount of the Price's Creek special annual fee shall be determined following approval of the annual budget of the Association and upon approval by a simple majority of the affected Price's Creek lot and boat slip owners present and voting in person or by proxy at the duly called and noticed meeting of the owners of lots and boat slips, provided, however, that any increase over the previous year in excess of ten percent shall require approval by a simple majority of all Price Creek lot and boat slip owners.

3.24. **Assessments.** Assessment for expenses not covered by the annual budget may be levied by the Association upon written consent of a two-thirds majority of owners of the materially affected lots. Owners of lots shall pay one equal assessment fee per lot owned. Each such lot owned for which an assessment is owed shall entitle the lot owner to one vote per issue associated with that lot.

3.25. **Collection of monies due.** Any fee, charge, or assessment levied pursuant to these covenants which is not paid within 30 days after it is due, may, upon resolution of the Board of Directors, be assessed a late charge of \$15.00 or 1/10 of the amount of the delinquent installment, whichever is greater, and shall bear interest from the date due at a rate not to exceed one percent per month, or the maximum permitted by law, whichever is less, and shall be a continuing lien on the lot or lots belonging to said owners. The Association may bring an action at law against the lot owners personally obligated to pay the assessment and/or it may foreclose the lien against the lot owners as provided by law. Interest, collection and administrative costs associated with the collection, and reasonable attorney's fees of not less than 20 percent of the total claimed, shall be added to the amount owed and become an assessment and the obligation of the delinquent owner. Lot owners will not escape liability for the assessments provided for herein by the nonuse of community property, facilities, waterways or easement areas or by the abandonment of his or her lot. The Association shall take no action to foreclose the lien except after notice in writing to the holder of any first mortgage on the lot or lots involved.

3.26. **Duration.** These covenants, conditions and restrictions, shall run with the land in perpetuity from the date of approval and filing with the Land Records of Queen Anne's County. Any change to these covenants, conditions and restrictions must be approved by the affirmative vote of a simple majority of all of the lot owners, which amendment and affirmative vote shall be certified and properly recorded among the Land Records of Queen Anne's County.

3.27. **Binding and enforceable.** These provisions shall run with and bind the land and shall be for the benefit of lot owners and enforceable by the Association or, in conjunction with the Association, the owner(s) of any property subject to this declaration. Failure to enforce any of these covenants, conditions and restrictions shall not be deemed a waiver of the right to do so. Violations of any covenant, condition or restriction herein shall give the Association, in addition to all other remedies, (1) the right to enter upon the land where such violation exists and summarily to abate and remove such violation at the expense of the owner thereof, and the Association shall not thereby be deemed guilty of any manner of trespass for such entry, and (2) the right to apply for relief by

injunction, since the parties hereto agree that any breach cannot be compensated adequately by recovery damages. Attorneys' fees, administrative costs, and any other costs, including but not limited to court costs, associated with enforcement of these covenants shall be assessed against the violator and become enforceable in the same manner as assessments hereunder. Such attorneys' fees and costs, including, but not limited to court costs, may be awarded to the prevailing party in any such enforcement action. Additionally, the Board of Directors shall have the power to impose reasonable fines for violation of the covenants, rules and regulations, such fines shall become assessments levied against the lot and the lot owner, and may be collected in the same manner as assessments hereunder. Such fining rights shall not be exercised unless two-thirds of the Association's Board of Directors shall have voted in favor of their being exercised.

3.28. **Variances.** The Association, through a vote of not less two-thirds of the Association's Board of Directors, may allow reasonable variances and adjustments of these covenants, conditions and restrictions in order to overcome practical difficulties and prevent unnecessary hardships in the application of the provisions contained herein; provided, however, that such is done in conformity with the intent and purposes hereof and provided also that in every instance such variance or adjustment will not be materially detrimental or injurious of other property or improvements in the community. The Association shall notify adjacent or affected lot owners of any request for a variance which it is considering and shall provide an opportunity for such lot owners to express their views concerning the impact the variance would have on them before any vote thereon.

3.29. **Incorporation by Reference on Resale.** In the event any Owner sells or otherwise transfers any Lot, any deed purporting to effect such transfer shall contain a provision incorporating by reference the covenants, restrictions, servitudes, easements, charges and liens set forth in this Declaration.

3.30. **Perpetuities.** If any of the covenants, restrictions, or other provisions of this Declaration shall be unlawfully void, or voidable for violation of the rule against perpetuities, then such provision shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

3.31. **Duration and Amendment.** The covenants and restrictions of this Amended and Restated Declaration shall run with and bind the land 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. This Declaration may be amended at any time by an instrument signed by not less than fifty-one percent (51%) of the voting members. Any amendment must be recorded among the Land Record of Queen Anne's County.

3.32. **Captions and Gender.** The captions contained in this Declaration are for convenience only and are not a part of this Declaration and are not intended in any way to limit or enlarge the terms and provisions of this Declaration. Whenever the context so requires, the male shall include all genders and the singular shall include the plural.

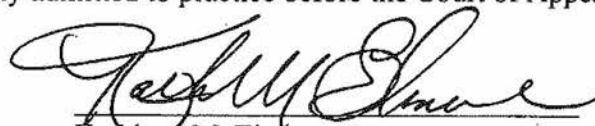
3.33. **Severability.** All of the covenants, easements, conditions, restrictions, easements and reservations contained in this Declaration are hereby declared to be severable and a finding by any court of competent jurisdiction that any of them or any clause or phrase thereof, is void, unlawful or unenforceable shall not affect the validity or enforceability of any other covenants, easements, conditions, restrictions, easements, reservations, or clause or phrase thereof.

These Amended and Restated Covenants, Conditions and Restrictions for Queen Anne Colony may be executed by Lot Owners of Queen Anne Colony on several separate counterparts hereof, all of which shall together be valid and fully binding upon the Lot Owners notwithstanding the fact that the undersigned parties may not have signed the same counterpart.

IN WITNESS WHEREOF, and as of the day and year noted with their signatures, the undersigned Lot Owners hereto have affixed below their respective signatures and seals on the pages following.

CERTIFICATION

THIS IS TO CERTIFY, that the within instrument was prepared by or under the supervision of the undersigned, an attorney duly admitted to practice before the Court of Appeals of Maryland.




Kathleen M. Elmore
5 Riggs Avenue
Severna Park, MD 21146
et@elmore-throop.com

THE FOREGOING AMENDED AND RESTATED COVENANTS, CONDITIONS AND RESTRICTIONS FOR QUEEN ANNE COLONY SHALL TAKE EFFECT IMMEDIATELY UPON RECORDATION AMONG THE LAND RECORDS OF QUEEN ANNE'S COUNTY, MARYLAND.

CERTIFICATE OF APPROVAL

WE, THE UNDERSIGNED, HEREBY CERTIFY that on the **Sixteenth day of August, 2017, Patricia Friel Chew was the Treasurer, and Mary Carlyne Evans was the President** of the Queen Anne Colony Association, Inc., and that, by virtue of said offices, have been authorized by the Board of Directors of said Association to verify the signature pages and votes cast. We further certify that the foregoing Amended and Restated Covenants, Conditions and Restrictions for Queen Anne Colony was on that date approved by not less than 51% of all Lot owners within the Association. Said Amended and Restated Covenants, Conditions and Restrictions for Queen Anne Colony to become effective upon recordation among the Land Records of Queen Anne's County.

AS WITNESS our hands and seals.

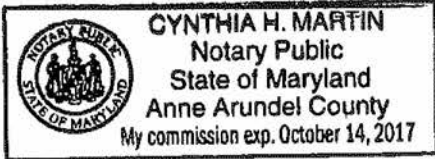
 (SEAL)
Mary Carlyne Evans, President
MCE CARLYNE

 (SEAL)
Patricia Friel Chew, Treasurer

STATE OF MARYLAND, Queen Anne's COUNTY:

I HEREBY CERTIFY that on this 23rd day of August, 2017, before me, the subscriber, a Notary Public in and for the aforesaid state and county, personally appeared ~~MARY CAROLINE~~ ^{CLARLYNE} ~~EVANS~~, who is known to me to be the person whose name is subscribed to the foregoing Certificate of Approval, and the **President of Queen Anne Colony Association, Inc.** on the date the Amended and Restated Covenants, Conditions and Restrictions for Queen Anne Colony was approved, and said person made oath in due form of law that the matters and facts stated in said Certificate of Approval are true and said person acknowledged the execution of the foregoing instruments as the act and deed of the said Association and that said person has the authority to on the said Association's behalf.

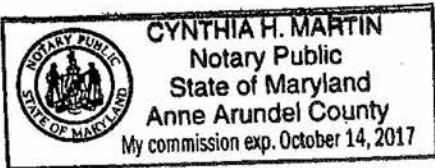
AS WITNESS my signature and notarial seal.



Cynth H. Martin
Notary Public
My Commission Expires: 10-14-2017

STATE OF MARYLAND, Queen Anne's COUNTY:

I HEREBY CERTIFY that on this 23rd day of August, 2017, before me, the subscriber, a Notary Public in and for the aforesaid state and county, personally appeared **PATRICIA FRIEL CHEW**, who is known to me to be the person whose name is subscribed to the foregoing Certificate of Approval, and the **Treasurer of Queen Anne Colony Association, Inc.** on the date the Amended and Restated Covenants, Conditions and Restrictions for Queen Anne Colony was approved, and said person made oath in due form of law that the matters and facts stated in said Certificate of Approval are true and said person acknowledged the execution of the foregoing instruments as the act and deed of the said Association and that said person has the authority to on the said Association's behalf.



Cynth H. Martin
Notary Public
My Commission Expires: 10/14/17

THIS IS TO CERTIFY that the foregoing document was prepared by or under the supervision of an attorney admitted to practice before the Courts of Appeal of Maryland.

Kathleen M. Elmore
Kathleen M. Elmore, Esquire

RETURN TO: **Elmore & Throop P.C.**, 5 Riggs Avenue, Severna Park, Maryland 21146.
[410 544-6644 - kelmore@elmore-throop.com]

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