

**AMENDED AND RESTATED
DECLARATION OF
COVENANTS, RESTRICTIONS AND
CONDITIONS
OF
THE LANDINGS AT PINEY POINT**

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**AMENDED AND RESTATED DECLARATION OF
COVENANTS, RESTRICTIONS AND CONDITIONS
OF
THE LANDINGS AT PINEY POINT**

This AMENDED AND RESTATED DECLARATION OF COVENANTS, RESTRICTIONS AND CONDITIONS OF THE LANDINGS AT PINEY POINT (the "Declaration") is made this 14th day of June, 2021 by The Landings at Piney Point Homeowners Association, Inc. (the "Association"):

RECITALS

WHEREAS, the Association is governed by that document entitled "Landings at Piney Point Declaration of Covenant, Restrictions and Conditions" dated October 1, 1989, and recorded among the Land Records of St. Mary's County, Maryland at Liber 521, Folio 425 (as amended from time to time, the "Original Declaration"), which encumbers certain real property as described in it and known as "The Landings at Piney Point", which property will be described below as well;

WHEREAS, Md. Code, Real Property Article § 11B-116(c) states that "[n]otwithstanding the provisions of a governing document, a homeowners association may amend the governing document by the affirmative vote of lot owners in good standing having at least 60% of the votes in the development, or by a lower percentage if required in the governing document.";

WHEREAS, the Original Declaration qualifies as a "declaration" as used in the forgoing statute pursuant to Md. Code, Real Property Article §§ 11B-116(a)(2)(ii) and 11B-101(d);

WHEREAS, the Association desires to amend and restate the Original Declaration in its entirety in order to account for changes in the community subject to the Original Declaration and to account for changes in the law since it was first recorded;

WHEREAS, the Association obtained the affirmative vote of Members (as defined below) of the Association in good standing having at least 60% of the votes in the Association in support of this amending and restating the Original Declaration as set forth below at a duly called meeting of the Association on MAY 31, 2021. The records of said vote are filed with the corporate records of the Association.

NOW THEREFORE, in consideration of the foregoing recitals, which are hereby incorporated into and made a material part of this Declaration, the Association hereby amends and restates the Original Declaration as follows:

The Association does hereby impose and charge the Property (as defined below) with the covenants, agreements, assessments, easements, restrictions, conditions and charges hereinafter set forth, all of which are for the purpose of enhancing and protecting the value, desirability, and

attractiveness of the Property and to promote the recreation, health, safety, welfare and enjoyment of the community by its Members (as defined below). The Property is and hereafter will be held, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied, and improved subject to the covenants, restrictions, uses, limitations, obligations, easements, equitable servitudes, charges, and liens (all of which are sometimes hereinafter collectively referred to as “covenants and restrictions”) set forth in this Declaration, all of which are declared and agreed to be in aid of a plan for improvement of the Property and all of which will run with and bind the Property.

ARTICLE I - DEFINITIONS.

The following capitalized words, when used in this Declaration, will have the following meanings:

“Act” means the Maryland Homeowners Association Act, codified at Md. Code Annotated, Real Property Article, Section 11B-101 et seq., as amended or superseded from time to time.

“Applicant” means any person or entity submitting Plans for consideration, approval, and disapproval to the Architectural Committee.

“Architectural Committee” means that committee described in Article IX of this Declaration.

“Articles of Incorporation” means the Charter of The Landings at Piney Point Homeowners Association, Inc., a Maryland non-stock corporation, and shall include such amendments, if any, as may be adopted from time to time pursuant to the terms thereof.

“Association” means The Landings at Piney Point Homeowners Association, Inc., a Maryland non-stock corporation, and its successors and assigns.

“Board” means the Board of Directors of the Association. Any right reserved to the Association in this Declaration that does not otherwise require an additional vote of the Members, may be exercised by the Board.

“Bylaws” means the Bylaws of Association, all exhibits which are attached thereto and made a part thereof and shall include such amendments, if any, as may be adopted from time to time pursuant to the terms thereof.

“Common Area” means any real or personal property designated by the Association as such as may now or hereafter be owned by the Association for the common use and enjoyment of the Members of the Association, including but not limited to the following:

All that property described in that deed dated June 8, 1997 and recorded among the Land Records of St. Mary’s County at Liber 1164, Folio 1, including Parcel F as shown on that

plat recorded at Liber 39, Folio 101; Parcel B as shown on that plat recorded at Liber 30, Folio 129; Outparcel H2 as shown on that plat recorded at Liber 43, Folio 114; Outparcel K as shown on that plat recorded at Liber 43, Folio 114.

All that property described in that deed dated June 20, 1997 and recorded among the Land Records of St. Mary's County at Liber 1167, Folio 433, including Parcel A and Parcel A Easement for Boat Harbor as shown on that plat recorded at Liber 30, Folio 127 and Parcel D as shown on that plat recorded at Liber 39, Folio 101;

All that property described in that deed dated September 21, 2018, and recorded at Book 4952, Page 420, containing 46.3014 acres and commonly known as Parcel H;

Saving and excepting that property described in that deed dated January 17, 2006 and recorded at Liber 2721, Folio 385.

The following areas within the Property are part of the Common Areas: the Marina, swimming pool, bathhouse, parking lots, tennis court, open areas, beach, playground and RV lot. Boat lifts located in the Marina are not Common Area and the installation, maintenance, repair, and replacement of the boat lifts is the sole responsibility of the Owner to which the slip is assigned pursuant to Article VIII, Section 2 of the Declaration.

"Common Expenses" will have the meaning ascribed to it in Article XI, Section 1.

"Declaration" means this Amended and Restated Declaration of Covenants, Restrictions and Conditions of The Landings at Piney Point.

"Director" means a member of the Board duly elected pursuant to the Association's Bylaws.

"Guest" is defined as a person visiting the Property.

"Home" means the single-family dwelling constructed on a Lot.

"Improvement" or "Improvements" means all construction or modification in any way (including change in color or material) of improvements of any kind or character located on a Lot including but not limited to any dwelling, structure, home, landscaping, grading, building, sign, fence, wall, garage, deck, patio, shutters, windows, doors, porches, greenhouse, shed, bath house, deck, gazebo, swimming pool, tennis court, play house, storage facility, maintenance shed, dog house, utility line or system, jetty, bulkhead, boat lift, revetment, pier, dock, boat ramp, driveway, walkway, sidewalk, drain, exterior lighting, flag pole, mail box, clothes line, satellite dish, antenna, or any other structure of any other kind or character. Improvements will include all items of personal property which are visible from public streets, Lots, Common Area or the waters surrounding the Property.

“Institutional First Mortgagee” means a bank or savings and loan association, insurance company, pension fund, real estate trust, or any other entity which owns or holds an Institutional First Mortgage encumbering a Lot.

“Institutional First Mortgage” means a first mortgage or deed of trust conveying a Lot or Lots executed in favor of and securing an Institutional First Mortgagee.

“Lot” means Lots 1 through 95, inclusive, both jointly and severally, as shown on the Plats.

“Marina” means the ninety-five (95) slip marina currently located within Parcel A as shown on the Plat, and includes the following, by way of illustration and not limitation: the pier, boat basin, slips, docks, finger piers, piling, channel, jetties, and electrical and water facilities, located within Parcel A. The Marina is part of the Common Areas.

“Member” will have the meaning ascribed to it in Article IV.

“Owners” means the record fee simple owners of the Lots. Except as may be otherwise herein provided, where any provision of this Declaration confers the right to vote upon the Owners, such right shall be exercised by one vote for each Lot, regardless of the number of record owners who shall have an interest in any respective Lot. Owners shall not include those persons having any right, title or interest in a Lot merely as security for the performance of an obligation unless and until such person takes title to such Lot by foreclosure or deed in lieu thereof. The term “person” includes any natural person or any entity capable of holding title to real property. Owners are Members of the Association.

“Plans” means collectively all plans and specifications for clearing of trees, grading, construction, Improvements, fences, repairs or additions to any Lot required to be submitted to the Architectural Committee.

“Plat or Plats” means collectively and individually those certain plats entitled “Landings at Piney Point” and recorded among the Land Records of St. Mary’s County, Maryland at Liber 30, Folios 120 through 131, as the same have been amended from time to time, including but not limited by the plats recorded in the Land Records of St. Mary’s County at Liber 39, Folio 101; Liber 40, Folio 8; Liber 40, Folio 27; Liber 43, Folio 26; Liber 43, Folio 114; Liber 45, Folio 91; Liber 47, Folio 31; and Liber 71, Folio 40.

“Property” means all of the Lots and the Common Areas.

“Renter” means a person who leases any portion of Property in accordance with Article X, Section 4 of this Declaration.

“Resident” means a person who resides within the Property, including but not limited to Renters.

“Super-Majority Vote of the Members” means the affirmative vote of the Owners in good standing owning no less than sixty percent (60%) of the Lots. A Super-Majority Vote of the

Members may be taken either in person at a meeting of the Association called in accordance with the Bylaws or via electronic transmission if the electronic transmission contains information that verifies that the vote or proxy is authorized by the Owner or the Owner's proxy in accordance with the Bylaws and otherwise complies with Md. Code, Real Property Article § 11B-113.2, as amended from time to time. The Secretary of the Association shall certify to the Board that Owners owning no less than sixty percent (60%) of the Lots have voted in favor of the measure or election, which certification and evidence of the vote must be filed among the corporate records of the Association. Any document approved by the Super-Majority Vote of the Members, including any deed or other document to be recorded among the Land Records, may be signed by the President on behalf of the Association and witnessed by the Secretary affirming a Super-Majority Vote of the Members was obtained and that evidence of the Super-Majority Vote of the Members is filed among the corporate records of the Association.

ARTICLE II - PROPERTY SUBJECT TO THIS DECLARATION.

The Property will be held, transferred, sold, conveyed, and occupied subject to the terms and conditions of this Declaration, and any lawful amendments hereto.

ARTICLE III - PURPOSE.

The covenants, conditions, restriction, reservations, liens, and charges contained within this Declaration are hereby declared to insure the best use and the most appropriate development and improvement of each Lot contained within the Property and the Common Area; to protect the Lot Owners against such improper use of surrounding Lots as might depreciate the value of their Lots; to preserve, so far as practicable, the natural beauty of the Property; to guard against the erection thereon of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to obtain harmonious color schemes; to insure the highest and best development and use of the Property; to encourage and secure the erection and maintenance of attractive homes thereon, with appropriate locations thereof on Lots including the elevations thereof; to prevent haphazard and inharmonious improvements of Lots; to secure and maintain property setbacks from streets and adequate free spaces between structures; and in general to provide adequately for the erection and maintenance of high type and quality of improvements in and upon the Property, and to thereby enhance the value of the investment made by Lot Owners.

ARTICLE IV - MEMBERSHIP.

Every person or entity who is a Lot Owner of a fee or undivided fee interest in any Lot shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation except as may be

herein specifically set forth. Membership shall be appurtenant to a Lot and may not be separated from ownership of any Lot. Ownership of a Lot shall be the sole qualification for membership. Lots may not be subdivided. Common Areas may be only subdivided or sold by a Super-Majority Vote of the Members.

ARTICLE V - ACCEPTANCE AND MAINTENANCE OF COMMON AREAS AND EASEMENTS.

Section 1. Association Responsibility. The Association has the sole responsibility to make improvements, repairs, replacements, or modifications to the Common Areas and the storm drain easements located within the Common Areas that are not otherwise the responsibility of St. Mary's County or other government agency.

Section 2. Supervision and Management. The Board and its agents shall supervise, manage, examine, inspect, care for, preserve, replace, restore, maintain, operate and repair the Common Area and the improvements situated thereon in accordance with reasonable recreation, park and open space maintenance standards. The Board will have the right to adopt reasonable ("Rules and Regulations") in connection with the use thereof which will be binding upon the Owners, Residents, and their guests.

Section 3. Maintenance and Repair. The Association or its agents shall maintain and repair structures, docks, parking areas, the trees, signs, grass, shrubs, plants and any similar improvements located within any sign or landscaping easement now created or to be created, and shall maintain and repair Common Area ditches, inlets and similar structures located within the Common Area and shall comply with any and all Federal, state, county, or local statutes or requirements relating to same. Maintenance of the drainage ditches which fall within the county road easements are the county's responsibility.

ARTICLE VI - VOTING RIGHTS.

The Association acknowledges that the Class B Membership has ceased in accordance with the Association's Articles of Incorporation and the Original Declaration. Accordingly, the Association has one class of voting membership: Class A. Class A Members are those Owners as defined in the Articles of Incorporation of the Association. Class A Members are entitled to one vote for each Lot in which they hold an ownership interest. When more than one person holds such interest in any Lot, all such persons will be Members, but that the vote for such Lot will be exercised as the Owners of that Lot among themselves determine, but in no event may more than one vote be cast with respect to any Lot. The Landings at Piney Point is comprised of 95 Lots which constitute 95 votes. No additional Lots or votes are authorized.

ARTICLE VII - PROPERTY RIGHTS.

Section 1. Members Right of Enjoyment. Every Member has a right and easement of enjoyment in and to the Common Area and such right and easement is appurtenant to and will pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association, with the approval of a Super-Majority Vote of the Members, to borrow money for the purpose of improving or repairing the Common Area, and in aid thereof to mortgage said Common Area.

(b) The right of the Association, with the approval of a Super-Majority Vote of the Members, to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Super-Majority Vote of the Members.

(c) The right of the Association to adopt reasonable rules respecting the use of the Common Area.

(d) The right of the Association to suspend the voting rights and the rights to the use of the Common Area as set forth in Section 3 of this Article.

(e) The right of the Association to grant licenses, rights of way, and easements for access or for the construction, reconstruction, maintenance, and repair of any structures, docks, utility lines or appurtenances, whether private or public, to any municipal agency, public utility, or any other person, including the right to exclude Members from certain areas; provided, however, that no such licensees, rights of way, or other easements shall be unreasonably and permanently inconsistent with the rights of the Members to the use and enjoyment of the Common Area.

Section 2. Delegation of Use. Subject to such rules and regulations as may be adopted by the Board, any Member may delegate, in accordance with the Bylaws, the Member's right of enjoyment of the Common Areas to the members of the Member's immediate family residing on a Lot, the Member's Renters residing on a Lot, or contract purchasers who actually reside on a Lot.

Section 3. Suspension of Membership. The Association may suspend an Owner's rights to enjoy the Common Areas and the Recreational Facilities for any period in which any assessment remains unpaid and for any period not to exceed sixty (60) days for any violation of the Declaration or the Association's Rules and Regulations or until such time as the violation has been abated. The suspension will be effective as of the date of the mailing of the suspension notice.

ARTICLE VIII - USE AND BUILDING RESTRICTIONS APPLICABLE TO COMMON AREAS.

Section 1. General. The Common Area may only be used to promote the recreation, health, safety, welfare, and enjoyment of the Members and Residents and may only be used for park,

beautification, or amenity purposes, for utility purposes (including water supply), and for drainage, storm water management, and sediment control facilities. No improvements, other than those erected by the Association and used to promote the recreation, health, safety, welfare and enjoyment of the Members and Residents in connection with (i) park, beautification, and amenity purposes, and (ii) sewer, gas, electric, telephone, CATV, other utilities, drainage, storm water management or sediment control facilities, shall be built on the Common Areas. The Common Area may include facilities for the storage of boats, recreation vehicles, boat and utility trailers, and other vehicles. No snowmobiles, go-carts, motor bikes, or other similar recreational vehicles may be run or operated on the Common Areas.

Section 2. Marina. The management of the slips within the Marina in regard to all Rules and Regulations governing the operation and maintenance of the Marina, are within the discretion of the Board, who may delegate its responsibilities therefore to a Marina Committee. Reassignments of slips between Owners can occur, as long as both parties agree to the exchange and the Board or Marina Committee are notified in writing. The docks, finger piers, and pilings, including the electrical and water facilities located thereon, are the property of the Association and must be maintained by the Association. Any modifications to the docks and finger piers, including the installation of boat lifts and pilings, must be first approved by the Board and require permits granted by the State of Maryland and Saint Mary's County. The installation, repair, replacement, and maintenance of the boat lifts is the sole responsibility of the Owner to which the slip is assigned.

Section 3. RV Lot. The Association maintains a parking lot within Outparcel F (the "RV Lot") for the benefit of Members to store their recreational vehicles, trailers, campers, jet skis, boats, and other similar vehicles (each a "Recreational Vehicle.") Use of the RV Lot is governed by such Rules and Regulations adopted by the Board from time to time and no Member or the Member's Renters or guests may store a Recreational Vehicle within the RV Lot or any other portion of the Common Areas without the express permission of the Board. No unlicensed Recreational Vehicles or Recreational Vehicles in disrepair are permitted within the RV Lot and any such Recreational Vehicles are subject to removal by the Board, at the Owner's expense, after notice to the Owner thereof.

ARTICLE IX - ARCHITECTURAL CONTROL.

Section 1. Architectural Committee. There is created an Architectural Committee, which will have the powers and authorities described in this Article. The Architectural Committee will be composed of an odd number of no less than three Members in good standing who will be appointed by the Board. Notwithstanding the forgoing sentence, the Board may, either in its sole discretion or due to lack of interest from other Members, serve as the Architectural Committee itself.

Furthermore, the Board may also create a Marina Committee, to which it may delegate the powers and authorities of the Architectural Committee relating to the Marina. Any reference in this Article to the Architectural Committee will also refer to the Board or the Marina Committee as appropriate if the same are exercising architectural review pursuant to decision by the Board.

The mailing address of the Architectural Committee will be The Landings at Piney Point Homeowner's Association, Attention: Architectural Committee, Post Office Box 167, Tall Timbers MD 20690, or such other address as the Board may designate from time to time. The Board of Directors may, with or without cause, remove members from the Architectural Committee. The Board shall appoint a Chairman of the Architectural Committee who will have the authority to certify in writing to any Applicant whether the Architectural Committee has approved any action coming within the scope of the Architectural Committee's authority, and such certification in writing will be binding upon the Architectural Committee and all Members and Owners.

Section 2. Architectural Restrictions. No Improvement may be commenced or maintained upon the Property until the complete Plans and specifications thereof showing the location, nature, shape, kind, height, material, color, type of construction, and any other proposed form of Improvement (including without limitation, any other information specified by the Architectural Committee) are submitted to and approved by the Architectural Committee. The Architecture Committee will evaluate and approve submissions based upon safety, harmony of external design, color, location in relation to surrounding structures, topography, and conformity with the design concept for the Property.

Section 3. Considerations. When approving such applications, the Architectural Committee shall take into account and consider safety, harmony of external design, color, and location in relation to surrounding structures and topography, Lot configuration, visibility from adjoining Lots, roads, private right of ways, and Common Areas, and compliance with applicable laws and regulations. The Architectural Committee may condition approvals upon compliance with such additional conditions or restrictions it deems necessary to comply with the aforementioned considerations.

Section 4. Government Approvals. Owners are responsible for obtaining any and all government permits required for the work to be performed. All construction, lot grading, and landscaping must comply with all applicable Federal, state, county, and municipal laws and ordinances.

Section 5. Plans. Plans submitted to the Architectural Committee for consideration must have a scale of not less than one (1) inch for every 50 feet for site work with elevations on a scale of not less than 1/4 inch for each foot; and floor plans on a scale of not less than 1/4 inch for each foot and must set forth the information specified by this paragraph. The Architectural Committee is not required to consider for approval any Plans submitted to that do not conform to the requirements of this paragraph.

Section 6. Grading. The Architectural Committee has the sole and exclusive right to establish grades and slopes on all Lots and to fix the grade at which any Home or Improvement will be erected, and to control the slope of clearing and grading, and to require landscaping as a buffer between Lots, subject only to compliance with the regulations of public authorities having control thereof.

Section 7. Grandfathering. The following apply to new construction and modifications to existing construction. Existing structures that were (a) previously approved by the Board or the Architectural Committee, (b) compliant with local, county, state, and federal rules, and (c) not further modified, are accepted in their current state as of the date of this Declaration in compliance with this paragraph. All existing completed Improvements within the Property as of December 31, 2020, are deemed approved. The burden of proof for existence lies with the Owner. All Plans submitted to the Architectural Committee after the recordation of this Declaration will be reviewed in accordance with this Article.

Section 8. Liability. Neither the Board nor any member of the Architectural Committee will have any individual or personal liability to any Owner or any other person for any decision, vote, approval, disapproval, or any other action taken, or not taken, by the Board, the Architectural Committee, or any member of the Architectural Committee, pursuant to the provisions of this Declaration. Each Owner by virtue of their ownership of a Lot, conclusively and irrefutably waives, discharges, and releases the Board and the Architectural Committee and any and all of the agents, successors, and assigns of either the Board or the Architectural Committee (the "Released Parties") from and against any and all loss, cost, damage, or expense and causes of action which any Owner may now or hereafter have as a result of any action taken by the Release Parties pursuant to this Declaration. The approval of a Plan does not imply that the submission meets any or all federal, state, and local requirements and regulations. It is instead the Applicant's responsibility to ensure compliance with such requirements.

Section 9. Application Timeline. Within thirty (30) days after submission to the Architectural Committee and actual receipt by it of the Plans, the Architectural Committee shall notify the Applicant that such Plans have either been approved or disapproved, such notice to be in writing, directed to the Applicant at an address (physical or electronic) to be designated by the Applicant at the time the Plans are submitted to the Architectural Committee for consideration. In the event the Architectural Committee fails to approve or disapprove the Plans within said thirty (30) day period the terms of this Declaration shall be deemed to have been satisfied and the Applicant may proceed with the Plans.

In the event such plans are disapproved, the Architectural Committee shall furnish the Applicant and Board a brief description of the reasons resulting in disapproval. Plans or any approvals required of the Architectural Committee hereunder may be disapproved or withheld for any reason consistent with the stated purposes and other provisions of this Declaration, including but not limited to purely esthetic reasons. Copies of all approvals or disapprovals must be retained by the Architectural Committee and also provided to the Board.

Section 10. Construction Timeline. After the approval of the Plans by the Architectural Committee, the Plans must be finished within eighteen (18) months from the date of the notice of approval of the Plans from the Architectural Committee, and in the case of the construction of a Home, an occupancy permit must be also issued within the same eighteen (18) month period. Construction must commence within six months 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. If construction is not commenced within six (6) months of the approval of the Plans, the approval of the Plans will expire, and the Plans

must be re-submitted for approval in accordance with the provisions of this Article and will be subject to complete reconsideration by the Architectural Committee. Cessation of work on any structure once started, and prior to completion, for a period of sixty (60) 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.

Section 11. Construction of New Homes.

(a) For new Home construction, a deposit (the “Deposit”) in the amount of One Thousand Five Hundred Dollars (\$1,500.00) must be tendered to the Board of Directors by the Owner as a condition to approval of Plans. All Deposits will be held by the Association and will be returned within thirty (30) days after all construction by the Owners tendering such Deposit is completed, inspected, and approved in accordance with the Plans. If the Association incurs any expenses as a result of the construction, including but not limited to those described in Section 12 or attorney’s fees in the case enforcement actions are taken, the Deposit will be used to cover these expenses.

(b) No Home may be temporarily or permanently occupied until the exterior thereof has been fully completed and a certificate of occupancy provided by the county.

(c) During the construction of a Home, the Owner must maintain the Lot in a clean and uncluttered condition and take necessary action to control any erosion of or from disturbed site areas.

Section 12. Damage and Compliance. Any damage to the Common Areas, roads, utilities, storm drains, or any other portion of the Property or adjacent properties caused by an Owner or his contractors or subcontractors will be repaired at the Owner’s expense. Upon notice, the Architectural Committee will have the right to conduct a final walk-through of the Lot and Improvements and issue a certificate of compliance (the “Certificate”) verifying that all Improvements have been made in compliance with the Plans approved by the Architectural Committee. The Architectural Committee may require the Owner to take corrective action to fix deviations from the Plans before issuing the Certificate.

Section 13. Minimum Home Standards.

(a) No Home may be permitted on any Lot, the habitable finished floor area of which, exclusive of basements, porches, patios, garages, and guest houses is less than 1,800 square feet in the case of one-story Home, or less than 2,000 square feet in the case of a one and one-half or two-story Home, or 2,200 square feet in the case of a two and one-half story Home. A basement is any floor area fifty-five (55%) percent or more of which is below grade.

(b) Each Home must include (at a minimum) a single car garage (either attached or detached), having a minimum floor area of 264 square feet, with a minimum dimension of 12 feet by 22 feet. Garages must have doors.

(c) Ample off-street parking over a paved surface and garage space must be provided for the parking of at least two vehicles belonging to the Residents living in any Home. Parking on the public streets within The Property must be in accordance with county regulations.

(d) The exterior of all Homes and any other structures must be built with good quality materials and consistent with the community's architecture standards as determined by the Architectural Committee.

(e) All roofs must be constructed from good quality materials and of tasteful color and texture as determined by the Architectural Committee. The roof pitch shall be at least 6/12 unless waived by the Architectural Committee for good cause shown. Installation of solar panels, whether for heating or generation of electricity is permitted provided the installation is of good taste and is approved by the Architectural Committee, but free-standing panels will not be allowed where visible from the public roads. Wind turbine installations intended for the generation of electrical power must be approved by the Architectural Committee and any sound produced by the turbines must not disturb the Residents of adjacent Lots or the or Residents' use and enjoyment of the Common Areas.

(f) Exposed foundations are to be kept to a minimum and should be in harmony with the architecture of the Home. Concrete block or poured concrete walls must be "parged" or painted in colors approved by the Architectural Committee. Siding must be continued to grade if site conditions require large areas of exposed foundations.

(g) Each Lot must be improved by an entrance driveway. Driveways must be constructed of either asphalt, concrete, brick, or cobblestone. Gravel (except during construction), oyster shells, or similar surfaces are not permitted. To the extent that any applicable governmental ordinances require the posting of a bond to secure the construction of a driveway entrance, such bond must be posted by the Owner, as required.

(h) All storage shed or other out-building construction must be comprised of materials similar to those used for main residence construction. Shed visibility should be minimized from the road and/or Common Areas and require approval of the Architectural Committee.

(i) All Improvements must be constructed in accordance with the applicable building lines, setback and height provisions set forth in the Zoning Ordinance of St. Mary's County, Maryland.

Section 14. Fences. Fences are strongly discouraged. "Fence" includes, but is not limited to, any free-standing structure combined or configured to provide a visual barrier within or around any lot. This section does not preclude a fence surrounding a built-in swimming pool so long as approval is first obtained from the Architectural Committee. No chain link fence is permitted on any Lot. The Architectural Committee will have the discretion to determine those instances where fencing may be permitted and will have the authority to prohibit fencing where, in its discretion, the Architectural Committee determines that such fencing will be offensive, inharmonious, or otherwise incompatible with the community.

Section 15. Docks. Docks require approval by the Architectural Committee and the appropriate governmental approvals. Boathouses or other waterfront structures that block views are prohibited.

Section 16. Areas Where Architectural Pre-approval can be Assumed. The Architectural Committee reserves the right to demand a Plan be submitted for any Improvement that may fall under the guidelines set forth below as pre-approved, if in their opinion such Improvement does not meet the standards of this Section 16, or other Members object to the Improvement. In this regard, the Architectural Committee suggests that those projects that meet pre-approval guidelines be discussed with neighbors prior to the Improvement.

(a) Repair or replacement of storm damaged or worn outside building, structure, component or subpart as long as replacement is in identical or “similarly consistent” design, color, and material. This guidance is not intended to allow for replacement of a complete structure or building or to allow for expansion in dimensions or significant variation from existing design, color, or material.

(b) Removal of dead or dying trees that are in danger of falling and causing damage to structures or result in accelerated shore erosion.

(c) Replacement of trees or shrubs with shrubs or trees that are within the same growth category as the replaced shrub or tree. The three growth categories are:

1. Canopy trees of either deciduous or conifer capable of reaching greater than 25 feet in height at maturity.
2. Understory or ornamental trees that are no greater than 25 feet at maturity.
3. Shrubs that do not exceed 48 inches at maturity.

If the replacement shrub or tree is not within the same growth category as the replaced tree or shrub, then approval from the Architectural Committee will be required.

(d) Small, discreetly located garden plots, flower beds, walkways, or patios need not be submitted. An example of this would be a 4 ft. by 8 ft. raised bed that is 4 inches high and integrated as part of an island of similarly large ornamental plantings. Large plots in public view with tall crops (i.e., corn) should be submitted with details of screening.

(e) Small pit or trench compost piles that are low profile and discreetly integrated as part of an island with suitable screening by ornamental plantings.

(f) Sports equipment or apparatus that are unobtrusive to the neighbors.

Section 17. Appeals. Members who disagree with a decision of the Architectural Committee may appeal that decision to the Board. Any such appeal must be made to the Board in writing setting forth the basis for the appeal, within thirty (30) days after a final Architectural Committee decision is rendered, and absent such an appeal within thirty (30) days, the decision of

the Architectural Committee decision will be deemed final, binding, and not appealable. The Board shall hear the appeal within a reasonable time and the Board's decision will be final and binding upon the Owner. Should at any time, the Board be serving as the Architectural Committee, there will be no right to an appeal.

ARTICLE X - USAGE AND NUISANCE RESTRICTION.

Section 1. Usage. No Lot, or any other portion of the Property, may be used for other than private residential purposes and no more than one family (including its employees and transient guests) may occupy any Lot. Notwithstanding the forgoing, "no-impact home-based businesses" as the same are defined in Section 11B-111.1 of the Act (as amended or superseded from time to time) are permitted within the Property.

(a) Unless amended by statute, a no-impact home-based business is defined as a business that:

- (i) Is consistent with the residential character of the dwelling unit;
- (ii) Is subordinate to the use of the dwelling unit for residential purposes and requires no external modifications that detract from the residential appearance of the dwelling unit;
- (iii) Uses no equipment or process that creates noise, vibration, glare, fumes, odors, or electrical or electronic interference detectable by neighbors or that causes an increase of Common Expenses that can be solely and directly attributable to a no-impact home-based business; and
- (iv) Does not involve use, storage, or disposal of any grouping or classification of materials that the United States Secretary of Transportation or the State or any local governing body designates as a hazardous material.

(b) No Lot or other portion of the Property may be used as a family childcare home (as defined in Section 11B-111.1 of the Act). This prohibition may be eliminated and family childcare homes may be approved by a simple majority of the Members under the voting procedures contained in the Bylaws.

Section 2. Offensive Trade and Activity. No offensive trade or activity may be carried on upon any Lot, nor may anything be done thereon which may be or become an annoyance or nuisance to adjacent Residents. There shall not be maintained on any Lot any plants or animals or device or thing of any kind of the normal activities or existence of which is in any way noxious, offensive, dangerous, unsightly, and unpleasant or of a nature that would diminish or destroy the enjoyment of the Property by the other Owners. Notwithstanding this provision, horses for the personal use of an Owner are permitted to be maintained within Lots 93, 94, and 95, as shown on that Plat, subject to compliance with applicable statutes. Without limiting the generality of the foregoing, no horn, whistle, siren, or bell (except such devices as are used exclusively for security purposes) may be located, installed, or maintained upon the exterior of any Home or other improvements on any Lot.

Section 3. Human Habitation. No tent, trailer, mobile home (including but not limited to semi-permanent mobile homes such as "double-wides") or temporary structure of any kind may

be erected on or moved to any Lot without prior written approval of the Architectural Committee. No basement, garage, or outbuilding, other than a servants' quarters or guest house erected on a Lot may at any time be used for human habitation, temporarily, or permanently, nor may any structure of a temporary character be used for human habitation.

Section 4. Leasing. No portion of a Lot other than the entire Lot and all improvements thereon may be leased. No Owner shall lease their Lot except by a written lease for a period of at least six (6) months which expressly provides that the tenancy thereby created is subject to the provisions of this Declaration, the Articles, the Bylaws, and the Rules and Regulations and that the violation of any such provisions shall be deemed to be a substantial breach of the lease warranting proceedings for eviction. Should any lease of a Lot by an Owner fail to expressly provide such provisions, the applicability of this Declaration, the Articles, the Bylaws, and the Rules and Regulations and the said effect of violations thereof shall nonetheless be necessarily implied to be an integral part thereof. Owners shall notify the Board in writing that the property is being rented, with the names and contact information of the Renters. Owners shall be responsible for the Renter's actions in regard to this Declaration, the Articles, the Bylaws, and the Rules and Regulations and the said effect of violations thereof. Leases for an initial term of less than six (6) months are prohibited. This prohibition includes, but is not limited to, limited or weekend rentals, regardless of whether they are called rentals, including through such services as Airbnb, VRBO, and other such platforms.

Section 5. Reconstruction. Should any Home or structure on any Lot be destroyed in whole or in part, reconstruction must be started, or the debris must be removed from the site within six (6) months in order to restore the Lot to a neat and sightly condition, or the same shall be deemed to be both a public and private nuisance.

Section 6. Exterior Transmission and Reception Devices. Up to two (2) satellite television /internet dishes are allowed on each Lot, and to the extent possible, must be located out of the view of others, including but not limited to, out of adjacent Lots and Common Areas. All other television or radio aerials or antennae or other similar device for reception or transmission exterior to the Home, except as provided by law, are generally prohibited. Any exceptions require approval of the Architectural Committee.

Section 7. Swimming Pools. Swimming pools may be permitted if constructed below ground level on rear (private side) of the Home and then only after the pool and all appurtenant structures are approved by the Architectural Committee. Pool houses and gazebos are not allowed outside the building envelope. Individual tennis courts are not permitted except for on Lots 93, 94, and 95.

Section 8. Electric Car Chargers. Electric Car Chargers mounted internally to the garage or the exterior of the dwelling may be considered pre-approved per Article IX Section 15. Free standing chargers require the approval of the Architectural Committee.

Section 9. Drilling and Excavation. Well drilling, oil development operations, refining, mining operations of any kind, or quarrying, is not permitted upon, or in, any of the Lots, nor are oil wells, tunnels, mineral excavations or shafts permitted upon or in any of the Lots. This does

not preclude drilling of wells or other excavations for the purpose of installing ground source heat pumps, provided the landscaping is restored upon completion of the work and approved as part of the Plans.

Section 10. Animals. No livestock, farm animals, or poultry of any kind may be maintained on a Lot. Pet owners are responsible for keeping their pets under control at all times and preventing pet noise, such as barking, from disturbing their neighbors in accordance with all county ordinances. Pet owners are solely responsible for immediate disposal of their pet waste.

Section 11. Trash.

(a) No trash or other refuse of any kind may be stored on any Lot except household trash which must be promptly disposed of weekly. Each Owner, at their own expense, shall keep the entire portion of their Lot that borders a road out to the edge of the pavement free of trash, refuse, or debris of any kind. The Board or its agents have the right to enter upon any Lot or the road area in front of a Lot to remove any such trash or debris if not removed by the Owner, all at the cost and expense of the Owner. These expenses will be an assessment and lien against said Lot and will have the same priority and enforceability as otherwise herein provided for assessments.

(b) All trash, garbage, and refuse must be stored in covered receptacles and may not remain in public view except for trash collection days. This requirement applies to all trash, garbage, and refuse receptacles within all Lots, regardless of when such receptacles were purchased.

(c) Above ground garbage and trash containers, fuel tanks, swimming pool equipment, and storage and service facilities must be screened from the view from adjacent roads as determined by the Architectural Committee. No burning of any trash or accumulation or storage of litter, lumber, scrap materials, refuse, bulk materials, wastes, building materials of any kind is permitted on any Lot.

Section 12. Vehicles/Boats/Trailers. Unless kept entirely within a garage, no recreational vehicle (RV) or commercial vehicle, trailer of any type, truck with a gross vehicle weight in excess of 7,500 pounds, camper, camp truck, house, utility or horse trailer, boat, jet ski, or other machinery or equipment of any kind or character may be parked or stored for greater than three consecutive weeks, twice in a calendar year, in view from any public roadway or in view from any adjoining Lot.

No vehicle (including trailers) without current valid registration may be kept upon any part of the Property, unless it is housed entirely within a garage:

Section 13. Signs. Except for entrance, street, or directional signs, no sign of any kind may be displayed to public view on any Lot without prior written approval of the Architectural Committee, except:

(a) Signs required by legal proceedings.

- (b) Residential identification signs, including professional identification, having a combined total face area of not more than two (2) square feet and subject to prior written approval by the Architectural Committee as to location, size, color, material, and content.
- (c) Signs used by the Association within Common Areas.
- (d) Nominal signage associated with the sale or rental of a property
- (e) Temporary signs for personal events, which may not be displayed for more than 7 (seven) days per event.

Nothing in this paragraph may be interpreted to restrict the display of a “candidate sign” or a sign that advertises the support or defeat of any question submitted to voters in accordance with the Election Law Article of the Maryland Code, both as defined and permitted in the Section 11B-111.2 of the Act, as from time to time amended or superseded. However, “candidate signs” and signs that advertise the support or defeat of any proposition (i) are prohibited more than thirty (30) days before and more than 7 days after the primary election, general election, or vote on the proposition, (ii) are prohibited from being displayed in the Common Area, and (iii) are restricted as otherwise prohibited in accordance with the provisions of federal, state, and local law.

Section 14. Yard Waste. No grass clippings, organic debris, trash, or other refuse may be disposed of by dumping in or on any Common Area or within the waterways or wetlands areas located within or adjacent to the Property. Controlled burning of grass clippings, leaves, or small tree branches on the individual Lots is permitted if said burning is done in such a way as to not cause a nuisance.

Section 15. Parking. Automobiles and other vehicles should be kept in the principle dwelling garage or driveway and should not be routinely parked on the street. No vehicle may be routinely parked within the Common Areas. No vehicle may remain parked within any portion of the Common Areas for more than twenty-four (24) hours without permission from the Board.

Section 16. Firearms. The recreational discharge of firearms is not permitted anywhere within the Property.

Section 17. Archery. Archery is not permitted anywhere within the Common Areas.

Section 18. Hunting. Hunting is not permitted anywhere within the Property.

Section 19. Lighting. Routine external lighting should be subdued and shall not create a nuisance for neighboring lots. Responsive security lighting shall not create a nuisance.

ARTICLE XI - COVENANT FOR MAINTENANCE ASSESSMENTS.

Section 1. Regular Maintenance Assessments. Each person who becomes an Owner of a Lot within the Property (i.e., each Member of the Association), by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay the Association regular maintenance assessments (“General Assessments”), as hereinafter provided. The General Assessments shall be due and payable as

determined by the Board and shall represent the Member's proportionate share of the sums required by the Association, as estimated by the Board, to meet its annual Common Expenses, which include but are in no way limited to the following:

- A. The cost of all operating expenses of the Common Areas , if any, and the services furnished to or in connection with the Common Areas , if any;
- B. The cost of necessary management and administration of the Common Areas , if any, including fees paid to any management agent;
- C. The amount of all taxes and assessments levied against the Common Areas , if any;
- D. The cost of any insurance required or authorized by this Declaration or otherwise deemed by the Board to be in the best interests of the Association;
- E. The cost of utilities and other services which may be provided by the Association, whether for the Common Areas or for the Lots, or both, including but not limited to costs associated with street lights for the Property;
- F. The cost of maintaining, replacing, repairing, and landscaping the Common Areas, together with such equipment as the Board shall determine to be necessary and proper in accordance therewith;
- G. The cost of funding all reserves established by the Board, including, when appropriate, a general operating reserve and a reserve for replacements; and
- H. Such other costs and expenses as may be incurred by the Association and the Board in the authority granted in the Declaration, the Articles, the Bylaws, or otherwise under applicable law.

All Owners shall be obligated to pay the General Assessments assessed by the Board pursuant to this article. No Owner may exempt himself from liability for General Assessments by abandonment of any Lot belonging to him or by the abandonment of his right to use and enjoyment of the Common Areas , if any. All assessments levied hereunder with respect to any Lot shall be the joint and several liability of the persons who are Owners of that Lot.

Section 2. Assessment Determination. The Board will determine the amount of the General Assessments annually, provided, however, that in the event that the Board fails to determine the amount of the General Assessment annually, then the General Assessment for the previous year will automatically be the General Assessment of the current year. Upon resolution of the Board, installments of General Assessments may be levied and collected on a monthly, quarterly, semi-annual, annual, or such other basis. Any Member may prepay one or more installments on any General Assessment levied by the Association without premium or penalty. In the event that the Board provides for payment of General Assessments more frequently than annually and a Member fails to pay said dues in a timely manner the Board may, for such Member, require that the dues be paid annually, in advance. In addition to the General Assessments

authorized by this Article, the Board may levy, after first obtaining a majority vote of the Members in favor of such special assessment, in any assessment year a special assessment or assessments, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, inordinate repair, or replacement of a described capital improvement located upon or forming a part of the Common Areas, including the necessary fixtures and personal property related thereto, or for such other purpose as the Board may consider appropriate. In addition to the General Assessments, the Board may establish and maintain a reserve fund for replacements of the Common Areas, by the allocation and payment monthly to such reserve fund of an amount to be designated from time to time by the Board. Such fund will be considered a Common Expense of the Association and may be deposited with such depository or depositories as the Board may, in its discretion, designate. The reserve for replacements of the Common Areas and facilities may be expended only for the purpose of effecting major repairs to, or the replacement of, the Common Areas and for start-up expenses and operating contingencies of a non-recurring nature relating to the Common Areas and the Recreational Facilities. The Board may establish such other reserves for such other purposes as the Board may from time to time consider necessary or appropriate.

Section 3. Annual Budget. The Board will prepare, or cause the preparation of, an annual budget for the Association which will provide for the Common Expenses of the Association including, without limitation, the expenses described in this article. The annual budget will be the basis for determination of the General Assessment. The Board will make reasonable efforts to fix the amount of the General Assessment against each Lot for each assessment period at least thirty (30) days in advance of the commencement of such period. Written notice of the General Assessments will thereupon be sent to the Members. The failure or omission by the Board, before the expiration of any assessment period, to fix the amount of the General Assessment hereunder for that or the next period, will not constitute a waiver or modification in any respect of the provisions of this article or a release of any Member from the obligation to pay the General Assessment, or any installment thereof, for that or any subsequent assessment period, but the General Assessment fixed for the preceding period will continue until a new assessment is fixed and published by the Board.

Section 4. Individual Lot Expenses. Except as may be specifically provided for herein, this Declaration does not contemplate that the Association shall have any responsibility for the maintenance or repair of the dwellings or other Improvements or appurtenances on the Lots and the responsibilities and duties of the Association for maintenance and repairs shall be limited to the Common Areas. Except as may be specifically provided for herein, the Owner of any Lot must, at the Lot Owner's own expense, maintain the Owner's Lot and Home, and any and all Improvements and appurtenances thereto, in good order, condition, and repair and in a clean, attractive, and sanitary condition at all times, all as more specifically provided in this Declaration.

Section 5. Due Date; Increases and Decreases. Except as herein elsewhere provided or as otherwise determined by the Board, the installments of each such General Assessment for any Lot will be due and payable in advance annually for the calendar year. Without the approval of a majority vote of the Members, the General Assessment may not increase each year by more than 10% of the previous year's General Assessment.

Section 6. Nonpayment of Assessments. Any assessment levied pursuant to this Declaration, or any installment thereof, which is not paid on the date when due will be delinquent and will, together with interest thereon, "late charges", actual attorneys' fees, and costs and expenses of collection thereof, as hereinafter provided, thereupon become a continuing lien upon the Lot or Lots belonging to the Member against whom such assessment is levied and will bind such Lot or Lots in the hands of the then Owners, the Lot Owner's heirs, devisees, personal representatives, and assigns. The personal obligation of the Member to pay such assessment, interest thereon, "late charges", actual attorneys' fees of not less than \$150.00 if the matter does not result in litigation and actual attorneys' fees of not less than \$250.00 if the matter goes to litigation, and costs and expenses of collection (including by way of illustration and not limitation, the cost of notifying the Owner of the intent to file a lien, the recording costs of filing the lien, and any resulting release) shall, in addition, remain his personal obligation for the statutory period and a suit to recover a money judgment for such obligation may be maintained without foreclosing or waiving the lien herein created to secure the same. The Association may bring an action at law against the Member personally obligated to pay the same or foreclose on the lien against the Lot or Lots then belonging to said Member in the manner now or hereafter provided for the foreclosure of mortgages, deeds of trust, or other liens on real property in the State of Maryland containing a power of sale or consent to decree and/or take all actions allowed under the Maryland Contract Lien Act, and subject to the same requirements, both substantive and procedural, or as may otherwise from time to time be provided by law, in either of which events interest, costs, and actual attorneys' fees, or other costs due hereunder shall be the joint and several liability of all persons who are Owners of the Lot or Lots with respect to which such charges are a lien hereunder. Said remedies are not mutually exclusive and the Association may pursue one, all, or none of them.

Section 7. Late Charges and Interest. Any assessment levied pursuant to this Declaration, or any installment thereof, which is not paid within thirty (30) days after it is due shall incur a late charge equal to Fifteen Dollars (\$15.00) or one-tenth of the total amount of any delinquent assessment or installment, whichever is greater and shall subject the Member obligated to pay the same to the payment of such penalty or "late charge." Said late charge may not be imposed more than once for the same delinquent payment. Unless otherwise determined by the Board, any assessment that is not paid within thirty (30) days will accrue interest at 10% per month on the unpaid portion of the assessment.

Section 8. Acceleration of Installments. Upon default in the payment of any monthly installment of any assessment levied pursuant to this Declaration, or any other installment thereof, the entire balance of the General Assessments due from that Owner for the year in question may be accelerated at the option of the Board and be declared due and payable in full. Any such accelerated General Assessments shall thereupon become a continuing lien upon the Lot or Lots belonging to the Member against whom such assessment is levied and shall be collectable in the same manner and subject to the same interest, costs, and charges as if such accelerated balance were a delinquent General Assessment.

Section 9. Priority of Lien. The liens established by this Declaration shall not be affected by the sale or transfer of the Lot encumbered and shall have preference over any other assessments, liens, judgments, or charges of whatever nature, except the following:

A. General Assessments and special assessments for ad valorem real estate taxes on the Lot; and

B. The liens of any deeds of trust, mortgage instruments, or encumbrances duly recorded on the Lot prior to the assessment thereon of the liens provided for in this Declaration are duly recorded on said Lot.

Section 10. Assessment of Association. Anything in this Declaration to the contrary notwithstanding, each Lot held by the Association will not be subject to assessment by the Association.

Section 11. Exempt Property. No portion of the Common Areas or Recreational Facilities is subject to assessment of any kind by the Association.

Section 12. Uniform Rate of Assessment. Both annual General Assessments and special assessments must be fixed at uniform rate for all Lots.

Section 13. Date of Commencement of Annual Assessments; Due Dates. The Association shall upon demand of a Member of the Association, at any time, furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificate will be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 14. Owner Maintenance. The Owner of each Lot shall keep its Lot and any boat slip assigned to it and the landscaping, buildings, and other improvements thereon in good order and repair and free of debris. Lawns must be seeded and mowed, shrubbery trimmed, and painted or stained exterior surfaces repainted or re-stained, all in a manner and with such frequency as is consistent with good property management. In the event the Owner of a Lot fails to maintain its Lot or assigned boat slip and the landscaping, buildings, and other improvements thereon as required in this Paragraph and the other provisions of the Declaration, the Association, and its agents or employees, after notice to the Owner and with the approval of the Board, will have the right to enter upon the Lot and assigned boat slip to perform such work as is reasonably required to restore the Lot and boat slip and the landscaping, buildings, and other improvements thereon to a condition of good order and repair. Prior to exercising the right to enter upon any Lot, the Board will grant to any alleged violator the opportunity to have a hearing before the Board or a panel appointed by the Board consisting of at least one member of the Board. All costs incurred by the Association in connection with the restoration must be reimbursed to the Association by the Owner of the Lot, upon demand. All unreimbursed costs, together with interest within legal limits, reasonable attorneys' fees, and costs of collection as elsewhere provided in this Declaration, will be a lien upon the Lot until reimbursement is made. The lien may be enforced in the same manner as a lien for an unpaid assessment levied in accordance with other provisions of this Declaration and subject to the lien priority provisions set forth elsewhere in this Declaration. Unless otherwise determined by the Board, interest on unreimbursed costs so incurred by the Association will accrue at a rate not to exceed the maximum legal rate permitted from time to time in the State of Maryland. In the event of litigation to collect such unreimbursed costs, the Owner obligated to pay such costs

shall further be obligated to pay to the Association actual attorneys' fees of not less than Two Hundred Fifty Dollars (\$250.00) and any costs of collection incurred in connection therewith.

ARTICLE XII - COMPLIANCE AND DEFAULT.

Each Owner and Resident or user of the Property (or any part thereof) will be governed by and shall comply with all of the terms of this Declaration and the Rules and Regulations and any amendments of the same. A default by an Owner or Resident or user will entitle the Board, acting by itself, for the Association, or through its agents, to the following relief:

Section 1. Legal Proceedings. Failure to comply with any of the terms of this Declaration or the Rules and Regulations shall be grounds for relief which may include, without limiting the same, an action to recover any sums due for money damages, injunctive relief, foreclosure of the lien for payment of any and all assessments or money due and owing pursuant to this Declaration, any other relief provided for in this Declaration, and any other relief afforded by a court of competent jurisdiction, all of which relief may be sought by the Board, or its agents, or, if appropriate, by any aggrieved Owner. There shall be and there is hereby created and declared to be a conclusive presumption that any violation or breach or attempted violation or breach of any of the within covenants and restrictions cannot be adequately remedied by action at law or exclusively by recovery of damages.

Section 2. Additional Liability. Each Owner shall be liable for the expense of all maintenance, repair, or replacement rendered necessary by the Owner's tortious acts, neglect, or carelessness or the tortious acts, neglect, or carelessness of any member of the Owner's family or the Owner's employees, Renters, agents, Guests, invitees, pets, or licensees. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy, or abandonment of any Lot or its appurtenances. Nothing contained herein, however, shall be construed as modifying any waiver by any insurance company of its rights of subrogation.

Section 3. Costs and Attorneys' Fees. If enforcement actions related to or arising from any alleged default by an Owner, occupant, or user of the Property (as specified above), the Board, the Management Agent, or any aggrieved Owner shall be entitled to recover the costs and expenses of the actions, including but not limited to filing fees, Management Agent fees incurred as a result thereof, and actual attorneys' fees, which will be presumed to be not less than \$250.00, all of which shall constitute a lien upon the Lot of the defaulting Owner enforceable in accordance with the Maryland Contract Lien Act.

Section 4. No Waiver of Rights. The failure of the Association, the Board, or any Owner to enforce any right, provision, covenant, or condition which may be granted by this Declaration or the Rules and Regulations shall not constitute a waiver of the right of the Association, the Board, or the Owner to enforce such right, provision, covenant, or condition in the future. All rights, remedies, and privileges granted to the Association, the Board, or an Owner pursuant to any term or provision of this Declaration or the Rules and Regulations shall be deemed to be cumulative and the exercise of any one or more thereof shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such privileges as

may be granted to such party by any other term or provision of this Declaration or the Rules or Regulations, at law or in equity.

Section 5. Abatement and Enjoinment of Violations by Owners. The violation of any provision of this Declaration or of any of the rules and regulations adopted by the Board shall give the Board (or its agents and employees at the direction of the Board) the right, in addition to any other rights set forth in this Declaration, to enjoin, abate, or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach. The costs, expenses, and reasonable attorneys' fees of such action shall be borne by the breaching party and said costs and expenses shall be deemed a lien upon the Lot and improvements of the defaulting Owner in the same manner as the General Assessments shall be deemed a lien upon the Lot and improvements of said Member. Prior to altering or demolishing items of construction on any Lot pursuant to this section, the Board (or its agents and employees at the direction of the Board) shall first attempt to obtain redress by judicial proceedings.

ARTICLE XIII - RESERVATION OF EASEMENT.

The Association expressly reserves, for itself, and each Lot owners hereby grants unto the Association and its successors and assigns, a 15-foot easement along the front and rear line and a 15-foot easement along the side lines of each and every Lot for the installation of utilities, for Marina maintenance, or other uses by it deemed to be necessary for the service of any Lot or Common Areas (the "Association Utility Easement"). Any walls, fences, paving, planting, or other improvements placed within the Association Utility Easement area must be removed if requested and if they are not removed within 30 days of notice thereof to the Owner, the Association may remove them, at the expense of the Owner, which costs, if unpaid, will be collectable in the same manner as General Assessments. Association Utility Easement includes the right to enter upon any Lot for the purpose of locating, erecting, maintaining, and constructing any drain, culvert, sanitary or storm sewer, water main, electric and telephone lines, or other utility line as deemed necessary by the Board. The Association reserves the right to grant easements to third parties within the Association Utility Easement area. The right is also reserved to the Association to create by additional instruments such other utility or public easements across the Property as may be deemed necessary by the Association.

ARTICLE XIV - BINDING EFFECT.

These covenants are to run with the land and will be binding on all parties and all persons claiming under them until December 31, 2040, at which time each and all of said covenants shall be automatically extended for successive periods of 10 years unless a Super-Majority Vote of the Members decides to terminate them, which decision must be evidenced by an instrument recorded among the Land Records of St. Mary's County, Maryland.

ARTICLE XV - PROHIBITION AGAINST FURTHER SUBDIVISION.

No Lot may be partitioned, divided, or subdivided. No portion of any Lot (other than the entire Lot) shall be transferred or conveyed for any purpose. This Articles, however, does not prohibit the granting of any easement or right-of-way to any other person for any purpose. This Article also does not prohibit the adjustment of boundary lines between adjacent Lots, Common Area, or other property, provided that the same does not result in an increase of the development density of one single family residence per Lot.

ARTICLE XVI - MODIFICATION AND WAIVER.

The provisions of this Declaration may be amended only by a Super- Majority Vote of Members, or as otherwise provided in the Act, provided that no amendment may be made to this Declaration that changes or alters the priority of any Institutional First Mortgage which is a lien on any Lot. Notwithstanding the forgoing sentence, the Board may grant exemptions from Article IX and Article X of this Declaration, both temporary and permanent, upon request from an Owner, if the Board determines, by a unanimous vote, in its reasonable discretion, that justice and fairness require the exemption.

ARTICLE XVII - GENERAL PROVISIONS.

Section 1. Construction. The provisions, covenants, conditions, restrictions, easements, and reservations contained in this Declaration shall be governed and construed in accordance with the laws of the State of Maryland. Such provisions, covenants, conditions, restrictions, easements, and reservations shall be liberally construed to effectuate the purposes of creating a uniform plan for the future operation of the Property, for the preservation of aesthetic and property values therein, and for the common welfare and enjoyment of all Residents thereof.

Section 2. 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 gender shall include all genders and the singular shall include the plural.

Section 3. Severability. All of the covenants, 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, conditions, restrictions, easements, reservations, or clause or phrase thereof.

Section 4. Applicability. The terms of this Declaration will become effective on the date that it is recorded among the Land Records of St. Mary's County and Owners will have thirty (30) days from the recordation thereof to comply with its terms. Unless otherwise explicitly indicated in this Declaration, there will be no grandfathering of the provisions of the Original Declaration,

regardless of whether the requirements of this Declaration are a change from the Original Declaration.

ARTICLE XVIII - NOTICE.

General Notice. Except as otherwise specifically provided in this Declaration, any notice, communication or writing required to be sent pursuant to this Declaration shall be deemed to have been received forty-eight (48) hours after (1) depositing the same with the United States Post Service, postage prepaid, by first-class mail addressed to the last known address of the person to whom such notice, writing or communication is directed or (2) transmitting the same electronically to the e-mail address previously provided to the Association, provided no non deliverable message is received within 48 hours of transmission.

(THE BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the Association has signed and sealed this Amended and Restated Declaration by and through its duly elected President, who, by signing below hereby affirms that this Amended and Restated Declaration was approved at a duly called meeting of the Association on May 31, 2021, by the affirmative vote of members of the Association in good standing having at least 60% of the votes in the Association in support of this Amended and Restated Declaration, the records of which vote are filed with the corporate records of the Association.

WITNESS:

ASSOCIATION:

THE LANDING AT PINEY POINT
HOMEOWNERS ASSOCIATION, INC.

Elizabeth Cooper
Name: ELIZABETH COOPER
Title: Secretary

By: Edward J. Klappa Jr
Name: EDWARD J. KLAPKA JR
Title: President

STATE OF MARYLAND, COUNTY OF St. Mary's, to wit:

I HEREBY CERTIFY, that on this 14th day of June, 2021, before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared Edward KLAPKA, President of THE LANDINGS AT PINEY POINT HOMEOWNERS ASSOCIATION, INC., and said person acknowledged that said person executed the foregoing Amendment for the purposes herein contained and that said person is the person duly authorized to execute the within instrument as the act and deed of the Association.

As Witness, my hand and Notarial Seal.



[Signature]
Notary Public
My Commission Expires June 20, 2024

The undersigned, a member in good standing of the Bar of the Court of Appeals of the State of Maryland, hereby certifies that the within instrument was prepared by him.

[Signature]
Samuel H. Wiest, Esq.

DOCUMENT VALIDATION

LR - Covenant
Recording Fee 75.00
Declarant Name:
LANDINGS AT PINEY
POINT
Ref: TCA
LR - Covenant
Surcharge 40.00
=====
SubTotal: 115.00
=====
Total: 115.00
06/22/2021 03:39
CC18-MB
#15109132 CC0704 - St
Mary's
County/CC07.04.01 -
Register 01

Circuit Court for St. Mary's County
PO Box 676
41605 Courthouse Drive
Leonardtown, MD 20650
(301) 475-7844