

**PROSPECT PLANTATION WEST HOMEOWNERS' ASSOCIATION, INC.**

**CONSOLIDATED DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS**

The Declaration made by Declarant MCD ENTERPRISES, INC., a Maryland Corporation, is recorded among the Land Records of Queen Anne's County, Maryland. It comprises the original Declaration plus five subsequent amendments, as follows:

Declaration of Covenants, Conditions and Restrictions	28 June 1978	Liber 137 Folio 624
Amended Declaration	20 September 1978	Liber 141 Folio 342
Amendment to Amended Declaration	15 November 1978	Liber 143 Folio 688
Second Amendment to Amended Declaration	11 June 1980	Liber 165 Folio 136
Third Amendment to Amended Declaration	26 May 1981	Liber 175 Folio 557
Fourth Amendment to Amended Declaration	8 July 2008	Liber 1799 Folio 059
Fifth Amendment to Amended Declaration	9 September 2014	Liber 2330 Folio 413

This unofficial version of the Declaration has been electronically transcribed from original documents and consolidated for ease of reference. The original legal documents containing amendments, signatures, and certifications may be viewed at the Queen Anne's County Court House. Hard copies may also be obtained from the Prospect Bay Country Club offices in Grasonville, MD.

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

WHEREAS, Declarant is the owner of certain real property in the Prospect Plantation West Subdivision of Queen Anne's County in the State of land, which is more particularly described as:

Lots 1 through 30 inclusive and Parcels E, G and H as shown on plat of subdivision entitled "Plat Two, Section One, Lots 1 through 30 inclusive and Parcels E, G and H Prospect Plantation West", recorded among the Land Records of Queen Anne's County, Maryland, in Plat Book CWC3 as Plat No. 34.

Lots 31 through 83 inclusive and Parcels A, B, B-1, B-2, B-3, B-4, C, D, F and I and Outlot A as shown on plat of subdivision entitled "Plat One, Section One, Lots 31 through 83 inclusive and Parcels A, B, B-1, B-2, B-3, C, D, F and I and Outlot A, Prospect Plantation West", recorded among the Land Records of Queen Anne's County, Maryland, in Plat Book CWC3 as Plat No. 33.

Lots 84 through 167 inclusive and Parcels A, A-1, A-2, A-3, B, C, D, E, F and G as shown on plat of subdivision entitled "Section Two, Lots 84 through 167 inclusive and Parcels A, B, C, D, E, F and G, Prospect Plantation West", recorded among the Land Records of Queen Anne's County, Maryland, in Plat Book CWC3 as Plat No. 35.

Lots 168 through 213 inclusive and Lots 298 through 322 inclusive and Parcels F, F-1, F-2, G, H, I and Outlot A as shown on plat of subdivision entitled "Plat Two, Section Three, Lots 168 through 213 inclusive, Lots 298 through 322 inclusive and Parcels F, C, H, I and Outlot A, Prospect Plantation West", recorded among the Land Records of Queen Anne's County, Maryland, in Plat Book CWC3 as Plat No. 37.

Lots 214 through 297 inclusive and Parcels A, A-1, A-2, A-3, B, C, D, E and E-1 as shown on Plat of subdivision entitled "Plat One, Section Three, Lots 214 through 297 inclusive and Parcels A, A-1, B, C, D, E and E-1, Prospect Plantation West", recorded among the Land Records of Queen Anne's County, Maryland, in Plat Book CWC3 as Plat No. 36.

AND WHEREAS, certain covenants, conditions and restriction contained in the earlier filed Declaration have to either be deleted or amended as to enable the Declaration to conform to the regulations set by the Office of Interstate Land Sales Registration of the United States Department of Housing and Urban Development;

AND WHEREAS, Article XIII of the aforesaid Declaration provides for the Amendment of said Declaration and all the requirements for such an Amendment having been followed;

ADD WHEREAS, Declarant will convey the said properties, subject to certain protective covenants, conditions, restrictions, reservations, liens and charges as hereinafter set forth;

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the real property. These easements, covenants, restrictions and conditions shall run with the real property and shall be binding on all parties having or acquiring any right, title or interest in the described properties or any part thereof and shall inure to the benefit of each owner thereof.

#### ARTICLE I

#### DEFINITIONS

Section 1. "Association" shall mean and refer to Prospect Plantation West Homeowners' Association, Inc., a Maryland corporation, its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be subjected to this Declaration, or any amendment or supplemental Declaration.

Section 3. "Common Area" shall mean those areas of real property designated for the common use and enjoyment of the members of the Association. In order to be so designated, the property must be (a) shown on a recorded subdivision plat and included within the "Properties" by this Declaration or any amendment thereto; and (b) specifically designated as "Common Areas" by this Declaration or any amendment thereto.

The "Common Area" included within the "Properties" shown on subdivision plat entitled "Plat Two, Section One, Lots 1 through 30 inclusive and Parcels E, G and H, Prospect Plantation West", which will be conveyed to the Association pursuant to Article V, Section 4 hereof, is described as follows:

Parcel E containing 64.7932 acres

The "Common Area" included with the "Properties" shown on subdivision plat entitled "Plat One, Section One, Lots 31 through 83 inclusive and Parcels A, B, B-1, B-2, B-3, B-4, C, D, F and 1 and Outlet A, Prospect Plantation West", which will be conveyed to the Association pursuant to Article V, Section 4 hereof, is described as follows:

Outlot	A containing	1.7579	acres
Parcel	A containing	6.5276	acres
Parcel	B containing	59.4976	acres
Parcel	C containing	2.2293	acres
Parcel	D containing	0.2410	acres

The "Common Area" included within the "Properties" shown on subdivision plat entitled "Section Two, Lots 84 through 167 inclusive and Parcels A, A-1, A-2, A-3, B, C, D, E, F and G, Prospect Plantation West", which will be conveyed to the Association pursuant to Article V, Section 4 hereof, is described as follows:

Parcel C containing 7.1284 acres  
Parcel F containing 9.7533 acres

The "Common Area" included within the "Properties" shown on subdivision plat entitled "Plat One, Section Three, Lots 214 through 297 inclusive and Parcels A, A-1, A-2, A-3, B, C, D, E and E-1, Prospect Plantation West", which will be conveyed to the Association pursuant to Article V, Section 4 hereof, is described as follows:

Parcel	A containing	59.1086	acres
Parcel	B containing	6.7591	acres
Parcel	C containing	2.3030	acres
Parcel	D containing	2.4257	acres

Section 3A. If all or any portion of the "Common Area" defined as the Fourth Amendment Property is sold by the Association for housing or condominium development, upon completion of such sale the real property so sold shall cease to be part of the "Common Area" as defined in Section 3 of this Article I.

Section 4A. "Lot" shall mean and refer to any plot or parcel of land which is shown upon any recorded subdivision map of the properties and which is part of the "Properties" defined above with the exception of: (i) the Common Area and (ii) All or any portion of the Common Area defined as the Fourth Amendment Property if such Common Area is to be, or has already been, subdivided into plots or parcels of land for the development of housing or condominiums.

Section 4B. "Condo Unit" shall mean and refer to (i) any plot or parcels of land in the Fourth Amendment Property that is to be, or has already been, subdivided into plots or (ii) parcels of land for the development of housing or condominium development on the Fourth Amendment Property. Said Condo Units and Condo Unit Owners shall be subject to a Condominium Regime and Condominium Declaration as established by, and pursuant to, "The Maryland Condominium Act," and shall also remain subject to the terms and conditions of this Declaration unless otherwise permitted by the Board of Directors of the Association as contained in the aforesaid Condominium Declaration. The Condominium Regime and Condominium Declaration contemplated by this section must be approved by two-thirds (2/3) of the Board of Directors of the Association prior to any Condo Unit being granted a use and occupancy permit from Queen Anne's County, Maryland. Any amendment to the Condominium Declaration contemplated by this section must be approved by two-thirds (2/3) of the Board of Directors of the Association. The Board of Directors of the Association shall at any and all times have the right to enforce any and all of the terms and provisions of the Condominium Declaration contemplated by this section (including, but not limited to, any covenants, restrictions and obligations contained therein), the costs of which, if any, shall be borne by the Condo Unit Owners jointly and severally."

Section 5. "Dwelling Unit" shall mean a building or portion thereof originally arranged or designated to provide living facilities for only one family.

Section 6. "Front lot line" shall mean that line of any lot binding upon a roadway.

Section 7. "Roadway" shall mean the road system as it shall from time to time exist included within the "Properties". It is expressly stated that nothing herein contained shall constitute a dedication of any roadway or road shown on any subdivision plat.

Section 8. "Corner Lot" shall mean any "Lot" fronting on two or more adjoining roadways.

Section 9. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 10. "One," shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 11. "Declarant" shall mean and refer to MCD Enterprises, Inc., its successors and assigns and/or such persons, firms and corporations as shall acquire more than five undeveloped Lots from the Declarant for the purpose of development and be designated by Declarant as an additional declarant.

Section 12. "Fourth Amendment Property" shall mean the parcel of land described in Exhibit A and depicted on Exhibit B to the Fourth Amendment to this Declaration.

Section 13. "Maryland Condominium Act" shall mean the Maryland Condominium Act as set forth in the Annotated Code of Maryland, Real Property Article, § 11-101 et. seq., and as from time to time may be amended.

Section 14. "Units," "Common Elements," "Limited Common Elements," and "General Common Elements" when used in this Declaration in reference to condominiums that have been or may be built on the "Fourth Amendment Property," shall have the meetings as set forth in the Maryland Condominium Act.

Section 15. "Board of Directors" shall mean the duly elected Directors of Prospect Plantation West Homeowner's Association, Inc.

## ARTICLE II

### ANNEXATION OF ADDITIONAL PROPERTIES

Section 1. For a period of ten years from the date of the incorporation of the Association, the Declarant shall be permitted, without the assent of Class A members being required, to from time to time annex to said Properties so much of any additional lands that become part of the Prospect Plantation West Subdivision and so much of any additional lands within the general area of the Prospect Plantation West Subdivision acquired and/or developed by either Declarant or Prospect Plantation West, Inc., as Declarant shall wish to have so annexed. Declarant shall be further permitted without the assent of Class A members being required, to amend this Declaration to include herein and to subject to the protective covenants, conditions, restrictions, reservations, liens, charges and terms hereof all lands annexed in accordance with this Section 1.

Section 2. Annexation of all other additional property shall require the assent of two-thirds (2/3) of the Class A members and two-thirds (2/3) of the Class B members, if any, voting in person or by Declarant's authorized officer or agent entitled to cast Declarant's votes, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting. Voting by proxy is not allowed. The presence of members entitled to cast sixty

percent (60%) of the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth above, and the required quorum at such subsequent meeting shall be one-half of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

ARTICLE III  
MEMBERSHIP

“Every person or entity who is a record owner of a fee or undivided fee interest in any Lot or Condo Unit which is subject to this Declaration of Covenants and any amendments hereto, including contract sellers, 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. No owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of any Lot or Condo Unit which is subject to assessment by the Association. Ownership of such Lot or Condo Unit shall be sole qualification for membership.

ARTICLE IV  
VOTING RIGHTS

The Association shall have two classes of voting membership.

CLASS A - Class A members shall be all those Owners as defined in Article III with the exception of (i) the Declarant, until such time as Declarant’s membership is converted as hereinafter provided and/or (ii) the Association. Class A members shall be entitled to one vote for each Lot or Condo Unit, unimproved or improved, in which said member holds the interest required for membership by ARTICLE III; provided, however, that, where more than one person holds such interest in any one Lot or Condo Unit, all such persons shall be members, the vote for such Lot or Condo Unit to be exercised as they themselves determine, but in no event shall more than one vote be cast with respect to any Lot or Condo Unit pursuant to this subparagraph. Voting by proxy shall not be allowed.

CLASS B - The Class B member shall be the Declarant. The Class B member or members shall be entitled to twenty (20) votes for each Lot, unimproved or improved, in which it holds the interest required for membership by ARTICLE III. Any authorized officer or agent of Declarant shall be entitled to cast all of Declarant’s votes.

PROVIDED, HOWEVER, that the Class B membership shall cease and be converted to Class A membership, with the voting rights therein applicable, upon the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership, or (b) on January 1, 1988,

PROVIDED, FURTHER, that three years from the date of sale of the first Lot by Declarant or when 30% of the first Lots platted are sold, whichever occurs first, then irrespective of the actual Class B or Class A votes to which Declarant shall be entitled, Declarant shall be deemed to have the lesser of (1) its actual Class B or Class A

votes, or (2) a number of votes equal to one less than the aggregate of class A votes of Lot owners other than Declarant.

## ARTICLE V

### PROPERTY RIGHTS

Section 1. Members' Easements of Enjoyment. Every member shall have a right of easement of enjoyment in and to the Common Area and such easement shall be appurtenant to and shall pass with the title to every assessed Lot or Condo Unit, subject to the following provisions:

- (a) The right of the Association to limit the number of guests of members;
- (b) The right of the Association to charge reasonable fees for the use of any facilities situated from time to time upon the Common Areas;
- (c) The right of the Declarant and/or Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage said property, and the right of homeowners hereunder shall be subordinate to the rights of the mortgage in said properties;
- (d) The right of the Association to take such steps as are reasonably necessary to protect the above-described Common Area against foreclosure;
- (e) The right of the Association to suspend the voting rights and right to use the Common Areas and facilities by a member for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed ninety (90) days for any infraction of its published rules and regulations;
- (f) The right of the Association 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 members of the Board of Directors. No such dedication or transfer shall be effective unless an instrument signed by members entitled to cast two-thirds of the votes of the Class A membership and two-thirds of the votes of the Class B membership, if any, has been recorded, agreeing to such dedication or transfer.
- (g) Without the assent or signature of the membership being required, the Board of Directors of the Association shall have the right to grant such easements, rights of way, and licenses in and through the Common Area as it shall from time to time deem necessary or desirable.
- (h) Without the assent or signature of the membership being required, the Board of Directors of the Association shall have the right to have a navigation channel for small craft dredged within the Common Area notwithstanding the fact that such action may reduce, alter or affect the Association's ownership and/or use rights in said Common Area.
- (i) Declarant, its successors and assigns shall have the right to grant and the right to assign the right to grant nonexclusive easements for ingress and egress through the Common Areas, as they shall from time to time exist, to such persons, firms and corporations as Declarant shall deem necessary and desirable for the growth and development of the Prospect Plantation West Subdivision.
- (j) The Declarant reserves an easement and right to use and utilize the beds of the roadways and roads within the Properties for the installation and/or erection of such public and/or private utilities above or below ground

level as may from time to time be deemed necessary or desirable by Declarant to provide such facilities to the owners or occupiers of said Lots as well as to other real property of Declarant not subject to this Declaration: and the said Declarant expressly reserves the right to create slopes, grade, change the grade of or re-grade, any roadway provided that no act shall be taken that will prevent reasonable and convenient ingress to and from any Lot.

(k) The Association shall not have the right in any way to affect or interfere with the rights herein reserved to Declarant.

(1) The Association retains the right to sell all or any portion of the Common Area defined as the Fourth Amendment Property for the development of housing or condominiums, which shall be subject to the easements, covenants and restrictions contained in this Amended Declaration, unless expressly permitted otherwise by the Board of Directors of the Association as contained in the aforesaid Condominium Declaration as contemplated and required by Article I, Section 4B of this Declaration, provided that:

(i) Any sale of such portion of said Common Area is for a fair value for such land after consideration of bids from at least two reputable developers and/or builders interested in developing the property in accordance with Queen Anne's County zoning, land use and development regulations; and

(ii) All proceeds derived from the sale of any such land are dedicated and used solely for the purpose of improving, renovating or replacing the community's clubhouse and associated facilities (including but not limited to, swimming area, tennis courts, golf course, roadways and parking area), other capital improvements, or the reduction of any debt owed by Prospect Plantation West Homeowner's Association or Prospect Bay Country Club.

(iii) No more than 14 family dwellings or condominium units shall be constructed. The design and aesthetic appearance of all 14 family dwellings or condominium units must be approved by the Board of Directors of the Association.”

Section 2. Delegation of Use. Any member may delegate, in accordance with the By-Laws, his right to enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property, and such other persons as may be permitted by the Association.

Section 3. Designation of Common Areas. The Declarant hereby covenants for itself, its successors and assigns, that as to all land subsequently annexed pursuant to ARTICLE II, Section 1, Declarant will within sixty (60) days after such annexation or annexations designate the Common Area, if any, included therein.

Section 4. Title to Common Areas. The Declarant hereby covenants for itself, its successors and assigns, that it will convey all of its right, title and interest in and to the Common Areas to the Association, subject to all covenants, easements and restrictions of record, as follows: The Common Areas designated in and described in ARTICLE I, Section 3, hereof as Plat One, Section One, Outlet A, Parcel C and Parcel D and as Plat One, Section Three, Parcel B, Parcel C and Parcel D, will be conveyed prior to the conveyance of the first developed Lot. Except as hereinabove provided, Declarant may retain legal title to the Common Areas designated in and described in ARTICLE I, Section 3, until such time as in the sole opinion of Declarant, the Association is able to maintain the same but all said conveyances must be made by January 1, 1988.

## ARTICLE VI

### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for Lot owned by it within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association (1) the hereinafter provided applicable annual assessment or charge and (2) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for any past due assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessment. The assessments levied by the Association shall be used exclusively for the following purposes: the areas from time to time used in common or designated for use in common by the residents of the said subdivision; the payment of any taxes or assessments levied from time to time by any lawful authority against the said Common Areas; the payment of any insurance from time to time carried on the Common Areas or the facilities located thereon; and the improvement and maintenance of the Properties, services and facilities devoted to the promotion of the health, recreation, safety and welfare of the residents in the Properties.

Section 3. Basis of Annual Assessment.

(a) The maximum annual assessment shall not exceed the following:

(i) Until the Common Areas comprising the swimming pool, tennis courts, club house and nine holes of the 18 hole golf course are completed, \$240.00 per annum per Lot.

(ii) After completion of the items listed in Section 3(a)(i) and the second nine holes of the 18 hole golf course, \$480.00 per annum per Lot for unimproved Lots and \$720.00 per annum for improved Lots. For purposes of this Section, an improved Lot shall be a Lot upon which footings for a dwelling have been put in place for over 180 days. Provided, however, that the annual assessment of \$480.00 per annum per Lot for unimproved lots shall be increased to the same level of annual assessments then being charged for improved lots five (5) years after the date of conveyance of said unimproved lot to the owner of such unimproved lot. In addition, the owner of any such unimproved lot after said five (5) year period shall be charged and shall pay a water and sewage rate fee that will be set and billed by Queen Anne's County, Maryland. This fee shall be approximately the average fee charge for water and sewage paid by Owner occupied improved lots. The foregoing maximum annual assessments are subject, however, to adjustment in accordance with any adjustments in the national consumer price index, as hereinafter provided, and subject to the provisions of subparagraph (c) below.

(b) From and after January 1 of the year following the first conveyance of Lots by Declarant, the maximum annual assessment for Lots may be increased effective January 1 of each year by the Board of Directors of the Association without a vote of the membership in conformance with a rise in the cost of living index. The maximum



annual assessment for any said year shall be computed and determined by multiplying the then allowable maximum annual assessment by a fraction, the numerator of which shall be the average "United States Bureau of Labor Statistics Consumer Price Index, All Items United States" for the month of July of the preceding year, the denominator of which shall, in each instance, be the average "Index" for January, 1978. If such index referred to shall be discontinued, the Board of Directors shall select a substitute formula or index.

(c) From and after January 1 of the year immediately following the first conveyance of Lots by Declarant, the maximum annual assessment may be increased above the amount permitted by Section 3(a) and/or Section 3(b) by a vote of sixty percent (60%) of each class of members who are voting in person or by Declarant's authorized officer or agent entitled to cast Declarant's votes, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting. Voting by proxy is not allowed. The presence of members or of Declarant's authorized officer or agent entitled to cast sixty percent (60%) of the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth above, and the required quorum at such subsequent meeting shall be one-half of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

(d) Except as provided by Section 3(c), the Board of Directors shall fix the annual assessment at an amount not in excess of the maximum for the said year.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section 3 hereof, the Association may levy in any assessment year a special assessment, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of improvements upon the Common Areas, provided that such assessment shall have the assent of sixty percent (60%) of the votes of each class of members who are voting in person or by Declarant's authorized officer or agent entitled to cast Declarant's votes, at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting. Voting by proxy is not allowed.

Section 5. Uniform Rate of Assessment. Annual and special assessments must be fixed at a uniform rate for all Lots. Annual assessments shall be payable either annually, semi-annually or monthly in advance, as determined by the Board of Directors.

Section 6. Date of Commencement of Annual and Special Assessments: Due Dates. The annual assessments provided for herein shall commence whenever directed by the Board of Directors of the Association following the first conveyance of Common Area to the Association. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. The due date of any special assessment authorized under Section 4 shall be Fixed in the resolution authorizing such assessment. Written notice of the annual and special assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand 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 of Directors for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 7. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of six percent (6%) per annum, and the Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the Property, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

Section 8. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any bonafide mortgage or mortgages. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of all such assessments as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. The term mortgage or mortgages shall include Deed of Trust or Deeds of Trust.

Section 9. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein: (a) all properties dedicated to and accepted by a local public authority; (b) the Common Area, unless such Common Area is sold pursuant to Article I, Section 3A of this Declaration; and (c) all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Maryland. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.”

Section 10. Assessments for Condo Unit.

(a) The Condo Units shall not be subject to any assessment authorized by this Declaration or a Condominium Declaration contemplated and required by Article I, Section 4B of this Declaration until one (1) year after the date seven (7) of the fourteen (14) Condo Units have received use and occupancy permits from Queen Anne’s County, Maryland, or the equivalent thereof.

(b) Beginning one (1) year after seven (7) of the fourteen (14) Condo Units have received use and occupancy permits (or the equivalent thereof) from Queen Anne’s County, Maryland, the Condo Units shall be subject to applicable annual assessments or charges and any special assessment for capital improvements, together with such interest thereon and costs of collection thereof as may be applied, as if they were Lots as defined by Article I, Section 4A of this Declaration and/or as stated in a Condominium Declaration contemplated and required by Article I, Section 4B of this Declaration.”

## ARTICLE VII

### ARCHITECTURAL CONTROL

No building, dock boathouse, fence, wall, bulkhead, jetty, seawall, driveway or any structure of any kind or nature whatsoever shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration (including change of color of any exterior part) therein be made until the plans, specifications and site plan showing the nature, color, kind, shape, heights, materials, floor plan, color scheme, cost and location of the same shall have been submitted to and approved in writing as to the general suitability of such construction with the Properties, as to the relative value of said improvement in relation to its surroundings, as to the type and kind of materials to be used and as to harmony of external design and location in relation to surrounding structures, topography and waterways by the Board of Directors of the Association, or by an architectural control committee composed of three (3) or more representatives appointed by the Board. The term of any such architectural control committee appointed by the first Board of Directors shall terminate upon the termination of the term of the first Board of Directors. A new architectural control committee shall then be appointed by the next Board of Directors. The Board of Directors or its architectural control committee shall be permitted to make a reasonable charge for the review of any such plans, specifications and site plans. In the event said Board, or its designated committee, fails to approve or disapprove such plans and specifications within ninety (90) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

Any approval obtained hereunder, whether by default or otherwise, shall become null and void unless construction is commenced within six (6) months of the date of approval.

The Board of Directors of the Association or its architectural control committee shall have the right to establish such mandatory minimum standards of landscaping and planting of trees and shrubs as it may deem appropriate for any improvements erected within the Properties.

The Board of Directors of the Association or its architectural control committee shall have the right to determine the location, color, size, design, lettering, and all other particulars of all mail or paper delivery boxes, and standards and brackets and the name signs for such boxes in order that the area be strictly uniform in appearance with respect thereto.

## ARTICLE VIII

### ARCHITECTURAL CONTROL BY LENDING INSTITUTION

No building to be used as a dwelling unit shall be commenced, erected or placed on any Lot by either Declarant, a designated successor, additional declarant or any other Owner of any Lots conveyed by Declarant, designated successor or additional declarant until the construction plans and specifications and a plan showing the location of the structure have been approved by Columbia Federal Savings and Loan Association. Approval of said architectural plans and specifications is not to be arbitrarily withheld by Columbia Federal Savings and Loan Association. Such architectural control by the aforementioned lending institution is to be effective only for a period of three years from the date of sale of the first Lot by Declarant or until 30% of the Lots are sold, whichever time period is shorter.

## ARTICLE IX

### EXTERIOR MAINTENANCE

In the event an Owner of any Lot, Condo Unit or the Condominium Association to be established for the Fourth Amendment Property shall fail to maintain the premises, improvements, unit, common area or common elements situated thereon in a manner satisfactory to the Board of Directors of the Association, after approval by two-thirds (2/3) vote of the Board of Directors of the Association, the Association shall have the right, through its agent and employees, to enter upon said property and repair, maintain, and/or restore the Lot or Condo Unit, including the exterior of buildings, any other improvements erected thereon, and any Common Elements or Limited Common Elements. The cost of such exterior maintenance shall be added to and become a part of the assessment to which such Lot or Condo Unit is subject. In the case of Common Elements and Limited Common Elements, the Condominium Association and each Condo Unit Owner shall be jointly and severally liable for the entirety of all costs and expenses related thereto.

## ARTICLE X

### RESTRICTIONS, EASEMENTS AND COVENANTS

Section 1. General. The Properties herein described and all property hereafter annexed shall be subject to all easements and restrictions of record. The Common Areas included within the Properties shall be subject to such use restrictions as shall be adopted by the Association from time to time.

Section 2. Rights Reserved in Declarant. The Properties herein described and all property hereafter annexed shall be subject to the rights reserved therein by Declarant by this Declaration as it shall from time to time be amended and altered.

Section 3. Lots. Each "Lot" within the "Properties" shall be subject to the following easements, covenants and restrictions:

(a) The floor area of any dwelling house erected upon any Lot, exclusive of basement and attached porches and garages, shall be not less than one thousand five hundred (1,500) square feet for a one-story dwelling, nor less than two thousand (2,000) square feet for a one-and-one-half or two-story dwelling.

(b) No dwelling shall be located on any parcel closer to any front line than fifty (50) feet, or closer than fifty (50) feet to any side lot line abutting on a street in case of a corner parcel. Nor shall any dwelling be located on any parcel closer to any side lot line than twenty (20) feet. No dwelling shall be located within one hundred (100) feet of the shoreline, or if no shoreline, fifty (50) feet of the rear lot line. Entrance stoops, terraces, steps, eaves, cornices, and gutters, as may be approved by the Association, may be built, erected and maintained on any part of the restricted area.

(c) All detached garages and other out-buildings of any kind whatsoever, shall be located not less than one hundred (100) feet from the shoreline, or if no shoreline, not less than fifty (50) feet from rear lot lines.

(d) No basement, tent, shack, garage, barn or other outbuildings shall be erected on any Lot and used either temporarily or permanently as a residence. No trailer shall be used temporarily or permanently for residential purposes, but small trailers such as boat trailers and campers may be stored on a parcel, providing they are either parked within a completely enclosed building or parked beyond the rear of the main dwelling, and at least thirty (30)

feet from the side lot line, and not less than one hundred (100) feet from the shoreline, or if no shoreline, fifty (50) feet from the rear lot line.

(e)(1) Except as stated in Article X, Section 3(e)(2) of this Declaration, no dwelling shall be erected with fronts facing Prospect Bay Road, nor shall Lots adjoining Prospect Bay Road have driveways running from said road.

(e)(2) If the Association sells all or any portion of the Common Area defined as the Fourth Amendment Property for the development of housing or condominiums, the Board of Directors of the Association, by majority vote, may permit:

(i) some or all of the dwellings erected on said Condo Units to front Prospect Bay Road; and/or

(ii) the construction of a roadway from the Condo Units to Prospect Bay Road; and/or

(iii) the construction of an asphalt paved cart or bike path from the Condo Units to the terminus of Fairway Island Road.

(f) No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

(g) No Lot shall be used except for residential purposes. The term "residential purposes" shall include the office of a licensed medical or dental practitioner if said office is incidental to the primary use of the Lot as a residence for said practitioner.

(h) Excepting only "pick-up" trucks, no trucks or commercial type vehicles shall be stored or parked on any Lots except while parked in a closed garage nor parked on any roadway in the Properties except while engaged in transporting to or from a residence in the Properties.

(i) In the front yard of any Lot, no fence or wall shall be erected which shall have a height in excess of forty-eight (48) inches. In addition to the aforementioned height limitation, only walls which are necessary as retaining walls to take care of ground elevations may be erected in the front yard and only fences of the rail or three board type may be erected in the front yard. The term "front yard" shall mean that portion of the yard in front of the existing front building line for the roadway on which the dwelling will front. In the case of a "corner lot", the term "front yard" shall include all those portions of the yard in front of the existing front building line for each side of the Lot which abuts adjoining roadways. Fences and walls not to exceed six (6) feet in height may be erected on all other portions of said Lot, subject to the limitations hereinafter set forth. No fence or wall of any height shall be constructed at any location on any Lot until the height, type, design and approximate location therefore shall have been approved in writing by the architectural control committee. The heights or elevations of any wall shall be measured from the existing elevations of the property at or along the applicable points or lines. Any question as to such heights may be completely determined by the architectural control committee. Any wall permitted shall be constructed of brick or stone. Boundary hedges and boundary shrubs shall be permitted in the front and back yards with the height limitations applicable to fencing.

(j) No building shall be erected, placed or altered on any Lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the public authority charged with the responsibility in the particular jurisdiction with permits for construction.

(k) No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

l) No sign of any kind shall be displayed to the public view on any Lot except as follows: one professional sign of not more than one (1) square foot, one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

(m) No Owner shall 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 deed for public purposes, or unless the Association shall give its written consent thereof.

(n) Every Owner shall maintain his Lot, the improvements situated therein and any bulkheads and seawalls adjacent to his Lot in good order and repair and in a manner satisfactory to the Board of Directors.

(o) The Association shall, in all cases, have the right to determine the front, side or rear lines of any Lot and the amount of set back from said lines necessary to conform to requirements hereof, and the determination, judgment and decision of the Association thereon shall be final in all respects.

(p) In all matters involving the interpretation and construction of the terms and provisions of this Declaration and of these covenants and restrictions, the opinion of the Board of Directors of the Association shall be final and conclusive and shall not be subject to attack upon the grounds that same is or may be arbitrary and capricious. Invalidation of any of the covenants herein contained, by judgment or court order, shall in no wise affect any of the other provisions which shall remain in full force and effect.

(q)(1) Except as stated in Article X, Section 3(q)(2) of this Declaration, the covenants in this Declaration shall not apply to any Common Area.

(q)(2) Should the Fourth Amendment Property be sold by the Association for housing or condominium development and/or come to be designated as Condo Units, the covenants contained in this Declaration shall apply to said Common Area and/or Condo Units unless otherwise permitted by the Board of Directors of the Association as contained in the aforesaid Condominium Declaration contemplated and required by Article I, Section 4B of this Declaration

(r) In the event any of the recorded Land Record Plats with regards to the properties described herein contains either greater or lesser building lot set back restriction lines than those referred to in Subsections (b) (c) and (d) in this Article X, Section 3, the building lot set back restriction lines shown on said recorded Land Record Plats shall be the applicable restrictions that will be followed.

(s) All driveways from public roads to a dwelling must be constructed of either asphalt, concrete, or tar and chip.

(t) Any dwelling erected upon any lot, exclusive of basement and attached porches and garages of less than two thousand (2,000) square feet must have an attached two-car garage with the garage entrance at the side or rear of the dwelling and windows on the front of the garage facing the street.

(u) The fronts of all dwellings must be newly landscaped with a minimum of ten (10) shrubs or trees. In the case of wooded lots, existing stands of trees will be counted towards this requirement.

- (v) All garbage container areas must be kept enclosed so as not to be visible from any side of the lot.
- (w) All exposed masonry block used in any construction on any lot to be parged or painted so as to give a finished appearance. Also, all exposed concrete walls are required to have a finished surface.
- (x) No radio or television receiving or transmitting antennae or external apparatus shall be installed on any lot without the prior approval of the architectural committee and/or the board of directors of the association.
- (y) All siding of dwellings must be of a natural appearance conforming to a rural wooded area setting. Brick and stone are acceptable, and every dwelling must contain some brick or stone. No aluminum or vinyl siding can be used in any construction, but other types of siding such as texture TI-11 redwood siding, or other hardboard materials may be used. All siding colors used must be that of earth tones.
- (z) Any exposed areas of prefabricated flues have to be painted the same color as that of the roof of the dwelling.
- (aa) All gutters and downspout colors must blend in with other dwelling colors.
- (bb) The location of all air conditioning compressors or heat pumps have to be screened or enclosed from outside view.
- (cc) Every dwelling must have either a patio or deck at the side or rear of the house.
- (dd) Whenever a dwelling is premanufactured or custom built on site, that house must be compatible with other dwellings at the properties.
- (ee) All storage shed construction must be comprised of similar materials used for dwelling construction.
- (ff) No above-ground swimming pools shall be erected.
- (gg) All oil or propane tanks have to be either in ground, screened or enclosed from view.
- (hh) Any solar collector panels must blend architecturally with the dwelling and lot.
- (ii) On lots fronting water, all dwellings must face the street for conformance with other dwelling locations in the properties.
- (jj) On lots fronting water, the minimum floor area of any dwelling house erected, exclusive of basement and attached porches and garages, shall not be less than two thousand (2,000) square feet.

ARTICLE XI  
UTILITY EASEMENTS

Declarant hereby expressly reserves easements and rights of way upon, in and over strips of land ten (10) feet in width along each side of all interior Lot lines and easements and rights of way, upon, in and over strips of land twenty (20) feet in width along all Lot lines adjacent to roadways for the purpose of establishing, installing and maintaining from time to time, public or private utilities (including but not limited to water, sewer, electricity, telephone and other utility facilities) storm drains, slopes and grades, and for such other purposes incidental to the development of the Prospect Plantation West Subdivision. Declarant does not, however, warrant or represent that it will establish or install public or private utilities, storm drains or slopes and grades.

All claims for damages, if any, arising out of the construction, maintenance and repair of utilities or on account of temporary or other inconvenience caused thereby against the Declarant, or any utility company or

municipality, or any of its agents or servants are hereby waived by the Owners except those claims arising from negligence or misconduct.

ARTICLE XII  
ASSIGNMENT

Any or all of the rights, titles, easements and estates given to or reserved by the Declarant in this instrument may be assigned in whole or in part to one or more corporations or associations, and likewise all of the powers (including discretionary powers), and any duties and obligations imposed) upon the Declarant by this instrument may be assigned and transferred to one or more corporations agreeing to assume, exercise, carry out and perform the same. Any such assignment or transfer shall be made by an appropriate written agreement in which the assignee or transferee shall join for the purpose of evidencing its consent to the acceptance and assumption of such powers, duties and obligations; and such assignee or transferee shall thereupon have the same powers and be subject to the same duties and obligations as are imposed upon Declarant, the Declarant thereupon being released therefrom.

ARTICLE XIII  
GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, the Declarant or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, except as hereinafter provided.

Section 2. Amendment. The covenants and restrictions of this Declaration may be amended, cancelled, annulled or abrogated in whole or in part during the first thirty (30) year period by an instrument signed by members entitled to cast not less than eighty percent (80%) of the total votes of the membership, and thereafter by an instrument signed by members entitled to cast not less than seventy-five percent (75%) of the total votes of the membership.

The Board of Directors of the Association may amend this Declaration to include herein and to subject to the terms hereof all property annexed pursuant to provisions of ARTICLE II, Section 2, without the approval of the membership except as is required for the annexation. Without approval of the membership, the Board of Directors of the Association may also amend this Declaration and do such other acts as are necessary to comply from time to time with the requirements of (i) the Queen Anne's County Planning and Zoning Commission or its successors, (ii) F.H.A. or VA, in the event that a substantial portion of the Properties shall be financed by or shall be sought by Declarant to be financed by loans insured by Federal Housing Administration or the Veteran's Administration, (iii) Internal Revenue Service in order to obtain or retain tax exempt status. Any amendment must be properly recorded.

Section 3. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed



by the provisions of the Declaration. Failure by the Association, by the Declarant or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Violation of any covenant, condition or restriction herein shall give the Association, in addition to all other remedies, the right to enter upon the land on which, or as to which, such violations exist and summarily to abate and remove, at the expense of the Owner thereof, such violation, and the Association shall not thereby be deemed guilty of any manner of trespass for such entry, abatement or removal or for any damages resulting therefrom.

Section 4. Severability. If any provision of the covenants and restrictions herein contained, or the application of such provision to any person or circumstances shall be held invalid, the remainder of these covenants and restrictions, or the application of the provisions thereof to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

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RGVI 6/29/2015