

DISCUSSION DRAFT—STRIKEOUT VERSION  
2/18/2022

**AMENDED AND RESTATED DECLARATION**  
**OF COVENANTS, CONDITIONS AND RESTRICTIONS**  
**FISHING CREEK FARM**

THIS AMENDED AND RESTATED DECLARATION, ~~(“Amended Declaration”)~~, made on the date hereinafter set forth by the Fishing Creek Farm ~~Associates, Inc.~~Homeowners Association, a Maryland corporation, hereinafter referred to as ~~“Declarant”~~the “Association”.

**WITNESSETH:**

~~WHEREAS, Declarant is the owner of certain property in the Second Assessment District, County of Anne Arundel, State of Maryland, which is more particularly described as shown on Exhibit A attached hereto; and~~

WHEREAS, “Fishing Creek Farm” is a subdivision located in Anne Arundel County, Maryland, as more particularly described in “Exhibit A” of the “Declaration of Covenants, Conditions and Restrictions – Fishing Creek Farm,” dated February 3, 1988, and recorded in the Land Records of Anne Arundel County in Libor 4600, folio 459 et seq. (the “Original Declaration”) and shown on the plats recorded among the Land Records of Anne Arundel County as Plat Nos. 5670 to 5278 (the “Plats”) and containing lots, open spaces, reserve areas, recreational areas, etc. as shown on the Plats (the “Property”);

WHEREAS, the ~~Declarant desires to create on the said property~~Original Declaration created on the Property and this Amended Declaration (the Original Declaration and the Amended Declaration are hereinafter collectively referred to as the “Declaration”) continues the use of the Property as an exclusive residential community ~~named “FISHING CREEK FARM”~~, with permanent open spaces, recreational areas, and related facilities for the benefit of ~~the~~ said

community ~~through the granting of, and~~ specific rights, privileges, and easements of enjoyment which ~~may be~~ shared and enjoyed by all residents of Fishing Creek Farm; ~~and,~~

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**WHEREAS,** ~~Declarant desires to insure~~ the Amended Declaration continues the goal of insuring the attractiveness ~~of~~ the individual lots and community facilities within ~~Fishing Creek Farm~~ the Property and seeks to prevent any future impairment thereof, to prevent nuisances, to preserve, protect and enhance the values and amenities of the ~~said property~~ Property and to provide for the maintenance of said recreation areas, open spaces, walkways and other community facilities; ~~and, to this end, desire to subject the real property described in Exhibit A to the covenants, conditions, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and~~

**WHEREAS,** ~~Declarant has deemed it desirable; in order to provide~~ for the efficient preservation, protection and enhancement of the values and amenities in Fishing Creek Farm and to insure the residents' enjoyment of the specific rights, privileges and easements in the community properties, facilities, and services ~~to create an organization to which should be delegated and assigned,~~ the Original Declaration empowered, and the Amended Declaration continues to empower, the Association with the powers of owning, maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

~~**WHEREAS,** Declarant has caused to be incorporated under the laws of the State of Maryland, as a non-profit corporation, The Fishing Creek Farm Homeowners Association, Inc. for the purpose of exercising the functions aforesaid within Fishing Creek Farm;~~

WHEREAS, the Association and the owners of the lots on the Property have approved herein certain amendments to the Original Declaration, and in conjunction with incorporating such amendments, is restating the Declaration and this Amended Declaration is intended to replace and supersede the Original Declaration in its entirety.

**NOW THEREFORE,** ~~Declarant~~the Association and the owners of the lots in the Property hereby ~~declares~~declare and affirm that all of the ~~properties~~Property described above shall be held, sold ~~and,~~ conveyed, encumbered, leased, rented, used, occupied and improved subject to the following ~~easements,~~ restrictions, covenants, easements, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the ~~real property~~Property and be binding ~~on~~upon the Association, all parties ~~owners of lots in the Property and upon all others~~ having any right, title or interest in the ~~described properties~~Property or any part thereof, as well as their heirs, successors and assigns, and shall inure to the benefit of ~~each owner~~the Association and the owners of the lots in the Property thereof.

## ARTICLE I

### DEFINITIONS

**Section 1.** "Association" shall mean and refer to The Fishing Creek Farm Homeowners Association, Inc., its successors and assigns.

**Section 2.** "Owner" 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, as defined below~~, but excluding those having such interest merely as security for the performance of an obligation.

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**Section 3.** ~~“Property” or~~ “Properties” shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

**Section 4.** “Common Area” shall mean all real property (including the improvements and community facilities thereto) owned by the Association for the common use and enjoyment of the owners, and shall include all open space, recreation area and other areas dedicated on the subdivision plats of Fishing Creek Farm for common use and access. The Common Area ~~to be~~ owned by the Association ~~at the time of the conveyance of the first lot~~ is described as shown on Exhibit B ~~attached hereto~~ to the Original Declaration.

**Section 5.** “Lot” shall mean and refer to any plot of land shown upon any recorded subdivision map of the ~~Properties~~ Property with the exception of the Common Area.

~~**Section 6.** “Declarant” shall mean and refer to Fishing Creek Farm Associates, Inc., its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.~~

## ARTICLE II

### PROPERTY RIGHTS

**Section 1. Owner’s Easements of Enjoyment.** Every ~~owner~~ Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his or

~~her~~ Lot remains unpaid; ~~and for a period not to exceed 60 days, or~~ for any ~~infraction~~ violation of ~~its published~~ the restrictive covenants contained herein or Association rules and regulations, until in compliance with same, as determined by the Board of Directors in its sole discretion;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any ~~public~~ governmental agency, ~~or~~ authority, ~~or utility~~ for such purposes and subject to such conditions as may be agreed to by the ~~members~~ Owners;

No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by 2/3rds of ~~each class of member~~ the Owners has been recorded.

(d) the right of the Association, in accordance with the By-Laws, to adopt reasonable rules respecting the use of ~~common areas~~ Common Areas and community facilities thereon and to reasonably limit the number of ~~guests of members~~ Owners, residents, and third parties using such Common Areas and any ~~of the facilities which are developed on the Properties~~ fees to be charged for that use;

(e) the right of the Association in accordance with its Articles of Incorporation and By-~~laws~~ Laws, and with the consent of a majority of ~~each class of the then members of the Association voting separately,~~ the Owners to borrow money for the purpose of improving the ~~common areas and~~ Common Areas, including the community facilities, in a manner designed to promote the enjoyment and welfare of the ~~members~~ Owners and residents and in aid thereof to ~~mortgage any of the common areas and community facilities;~~

~~(d) — these~~ secure such indebtedness with the Association's right to collect assessments and charge fees; and

(f) ~~the right~~ of the Association, ~~acting~~ by and through its Board of Directors, to grant licenses, rights of way and easements for access or for the construction, reconstruction, maintenance and repair of any utility lines or appurtenances whether public or private, to any ~~municipal-governmental entity or agency, or~~ public utility, ~~to the Declarant or any other person~~Common Area; provided, however, that no such licenses, rights of way or easements shall be unreasonably or permanently inconsistent with the rights of the ~~members~~Owners or residents to the use and enjoyment of the ~~common areas~~Common Areas and community facilities thereon.

**Section 2. Delegation of Use.** Any ~~owner~~Owner may delegate, in accordance with the By-Laws, his ~~or her~~ right of enjoyment to the Common Area and community facilities thereon to the members of his ~~or her~~ family, his

~~or her~~ tenants, or contract purchasers who reside on the property, and guests, all such delegation subject to ~~such reasonable the Association Declaration, By-Laws, and~~ rules and regulations ~~which the Association may adopt and uniformly apply and enforce.~~

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### ARTICLE III

#### MEMBERSHIP AND VOTING RIGHTS

**Section 1.** Every ~~owner~~Owner of a ~~lot which is subject to assessment~~Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

**Section 2.** ~~The Association shall have two classes of voting membership: The membership of the Association shall be comprised of all Owners, each of whom shall be entitled to one vote for each Lot owned. When more than one person holds title to any Lot, all such persons shall be members. The vote for such Lot shall be exercised as the Owners determine, but in no event shall more than one vote be cast with respect to any Lot.~~

~~Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote from each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.~~

~~Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:~~

~~(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or~~

~~(b) on January 1, 1997.~~

#### ARTICLE IV

##### COVENANT FOR MAINTENANCE ASSESSMENTS

**Section 1. Creation of the Lien and Personal Obligation of Assessments.** ~~The Declarant, for each Lot owned within the Properties, hereby covenants, and each~~Each Owner of ~~any~~a Lot by acceptance of a deed granting title therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge ~~on~~against the ~~land~~Lot and shall be a continuing lien upon the ~~property~~Lot against which each such ~~assessments~~assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the ~~person who was the~~ Owner of ~~such property~~the Lot at the

time when the assessment ~~fell~~was due. ~~The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.~~

**Section 2. Purpose of Assessments.** The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the ~~Properties~~Property and for the improvement and maintenance of the Common Area ~~and~~ community facilities thereon. Such purposes shall include but not be limited to the following:

(a) the cost of all operating expenses of the ~~common areas~~Common Areas and community facilities thereon and the services furnished to or in connection with the ~~common areas~~Common Areas and community facilities thereon, including charges by the Association for any services furnished by it; and

(b) the cost of necessary management and administration of the ~~common areas~~Common Areas and community facilities thereon, including fees paid to any Management Agent; and

(c) the amount of all taxes and assessments levied against the ~~common areas~~Common Areas and community facilities thereon by governmental entities; and

(d) the cost of liability insurance on the ~~common areas~~Common Areas and community facilities thereon and the cost of such other insurance as the Association may effect with respect to the ~~common areas~~Common Areas and community facilities thereon; and

(e) the cost of utilities and other services which may be provided by the Association, whether for the ~~common areas~~Common Areas and community facilities thereon, or for the ~~lots~~Lots, or both; and

(f) the cost of maintaining, replacing, repairing, and landscaping the ~~common areas~~Common Areas and community facilities thereon, including private roads, together with



the cost of such ~~improvements, fixtures and~~ equipment as the Board of Directors shall determine to be necessary and proper in connection therewith; and

(g) the cost of periodic grass-cutting and mowing on ~~readily accessible areas of front and rear yards upon the lots~~ Common Areas and the cost of such other grounds and landscape maintenance ~~upon the lots~~ as the Board of Directors shall determine to be necessary and proper, all in accordance with a schedule determined by the Board of Directors; provided, however, that nothing in this subparagraph (g) shall be deemed to obligate the Association to perform any maintenance upon the ~~lots~~ Lots; and

(h) the cost of funding all reserves established by the Association, including, when appropriate, a general operating reserve and a reserve for replacements.

**Section 3. Reserves for Replacements.** The Association shall establish and maintain a reserve fund for replacements of the ~~common areas~~ Common Areas and community facilities ~~thereon~~ by the allocation and payment ~~monthly~~ no less than annually to such reserve fund of an amount to be designated from time to time by the Board of Directors. Such fund shall be ~~conclusively deemed to be~~ a common expense of the Association and may be deposited with any ~~banking~~ financial institution, the accounts of which are insured by any State or by an agency of the United States of America or may, in the discretion of the Board of Directors, be invested in certificates of deposit, investment grade securities, or the obligations of, or fully guaranteed as to principal by, the United States of America. The reserve for replacements of the ~~common areas and~~ Common Areas, including community facilities, may be expended only for the purpose of affecting the replacement of, ~~or major repairs to,~~ the ~~common areas~~ Common Areas and community facilities, including major repairs to any sidewalks, parking areas, streets, or roadways developed as a part of ~~The~~ the Property, equipment replacement, and for start-up

expenses, initial capital investments, and operating contingencies of a non-recurring nature relating to the ~~common areas~~ Common Areas and community facilities thereon. The Association may establish such other reserves for such other purposes as the Board of Directors may from time to time consider to be necessary or appropriate. The proportional interest of any member in any such reserves shall be considered an appurtenance of his ~~lot~~ her Lot and shall not be separately withdrawn, assigned or transferred or otherwise separated from the ~~lot~~ Lot to which it appertains and shall be deemed to be transferred with such ~~lot~~ Lot.

**Section 4. Maximum Annual Assessment.** ~~Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be five hundred dollars (\$500.00) per lot.~~

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year by not more than 10% above the maximum assessment for the previous year by the Board of Directors without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 10% only by a vote of fifty-one percent (51%) of ~~each class of members who are the~~ Owners voting in person or by proxy, at a meeting duly called for this purpose.

~~(c) — The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.~~

**Section 5. Special Assessments for Capital Improvements.** In addition to the annual assessments authorized above, the Association may levy, ~~in any assessment year,~~ a special assessment ~~applicable to that year only~~ for the purpose of defraying, in whole or in part, the cost

of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of fifty-one percent (51%) of the votes of ~~each class of members who are~~ the Owners voting in person or by proxy at a meeting duly called for this purpose. The Board of Directors shall establish the date of commencement of any special assessment and one or more due dates for the payment thereof.

**Section 6. Notice and Quorum for any Action Authorized Under ~~Sections 34 and 45~~.** Written notice of any meeting called for the purpose of taking any action authorized under Section ~~34~~ or ~~45~~ shall be sent to all ~~members~~ Owners not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of ~~members~~ Owners or of proxies entitled to cast sixty percent (60%) of all the votes of ~~each class of the~~ membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than ~~60~~ 45 days following the preceding meeting.

**Section 7. Uniform Rate of Assessment.** Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly ~~basis, quarterly, biannual,~~ or annual basis as determined by the Board of Directors.

**Section 8. Date of Commencement of Annual Assessments; Due Dates.** The annual assessments provided for herein shall commence as to all Lots on ~~the first day of the month following the conveyance of the Common Area to the Association. The first annual assessment shall be adjusted according to the number of months remaining in the~~ January 1 of each 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. ~~Written notice~~ Notice of the annual assessment shall be sent to every Owner subject thereto, ~~electronically and be posted on the Association website.~~ The due dates for the annual assessment shall be established by the Board of Directors. ~~The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.~~

**Section 9. Effect of Nonpayment of Assessments; Remedies of the -Association.**

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date ~~at the rate of 8 percent per annum, and shall together with such interest thereon and cost of collection thereof as provided below, thereupon become a continuing lien on the property until paid at the maximum amount permitted by Maryland law.~~ Additionally, if any assessment is payable in more than one (1) installment, and any installment is not paid within thirty (30) days of the due date, the Board of Directors, at its discretion, may accelerate any remaining installments which may be due for the fiscal year, making the remaining balance due, payable, and collectable immediately. The Board of Directors may also impose a late charge, pursuant to the Maryland Homeowners Association Act, as amended from time to time, as well as reasonable attorneys' fees and costs incurred by the Association. Together, these amounts shall become a continuing lien on the Lot, which shall bind such property in the hands of the then owner, the Owner's heirs, devisees, personal representatives, successors ~~and assigns, and assigns.~~ The Association also may bring an action at law against ~~the~~ an Owner personally obligated to pay the same, or ~~foreclose the~~ impose a lien against the Lot (and all improvements thereon), pursuant to the Maryland Contract Lien Act, as amended from time to time. Such lien

may be enforced by the Association in the same manner and to the same extent and subject to the same procedures as in the case of a real property- mortgage under the laws of Maryland under a power of sale or an assent to a decree. No ~~owner~~Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his or her Lot.

~~If the assessment is not paid within thirty (30) days after the due date as set forth above, the Association may institute legal action to collect such assessment as aforesaid, and there shall be added to the amount of such assessment in addition to the interest specified above, the cost of preparing and filing the complaint in such action, and in the event a judgment is obtained such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the Court together with the cost of the action.~~

~~In addition to the aforesaid, the Board may charge a reasonable late payment fee on all delinquent assessment accounts.~~

**Section 10. Subordination of the Lien to Mortgages.** The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage- that predates the assessment lien. Sale or transfer of any Lot shall not affect the assessment lien. However, subject to Maryland law, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof that predates the assessment lien, shall extinguish the lien of such ~~assessments~~ as to payments 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" shall include a deed or deeds of trust.

## ARTICLE V

### ARCHITECTURAL CONTROL

**Section 1. Review of Committee.** No building, fence, wall or other structure, or landscaping plan, as set forth below, shall be commenced, erected or maintained within the Properties, nor shall any exterior addition to or change or alteration therein be made until the completed plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Declarant Board of Directors of the Association, or its assigns. Such right of review and approval may be assigned by the ~~Declarant to the~~ Board of Directors ~~of the Association who may in turn assign such functions to an Architectural Control~~ Architecture Committee ~~composed of three (3) or more persons~~ appointed by the Board. In the event said ~~Declarant,~~ Board, or its designated Committee, fails to ~~approve or disapprove such design and location~~ respond in writing within sixty (60) days after ~~said a complete application, including the necessary~~ plans and specifications ~~have, has~~ been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with to the extent such design and location are consistent with this Declaration. The Board or the Committee may extend its review process for a period not to exceed an additional thirty (30) days. Design approval ~~hereunder by the Board or the Committee~~ shall in no way be construed as ~~passing judgment or making~~ a determination with respect to the correctness of the location, structural design, suitability of water flow or drainage, location of utilities or other qualities of the item being reviewed. ~~The Association shall have the right to charge a reasonable fee for reviewing each application in an amount not to exceed \$100.00. Provided that nothing herein contained shall apply, to any buildings, fences, walls or other structures commenced, erected, maintained or to be erected upon land within the Properties as long as title to such land is held by the Declarant.~~ Any such exterior addition to or

change or alteration made without application having first been made and approval obtained as provided above, shall be deemed to be in violation of this covenant and the Board may ~~be required~~require the Owner to be restoredrestore such additions, changes or alternations to ~~the~~their original condition at the Owner's cost.

## **Section 2. Use Restrictions and Owner Responsibilities.**

1. Whenever used herein, the words "~~Architectural Control~~Architecture Committee"" or the abbreviation "~~ACC~~AC," shall mean and include the appropriate body acting under the provisions of Article V, Section 1 of these Covenants, Conditions and Restrictions applicable to Fishing Creek Farm.

2. This Declaration of Covenants, Conditions and Restrictions in Article V, Section 1, provides generally that no building, fence, wall or other structure, nor any exterior addition to or change or alteration therein shall be made until the same is approved by the ACCAC. In furtherance of the purpose of such provisions, and subject to the same procedures for review and approval as therein set forth, the ACCAC shall have the right to control absolutely the precise site and location of any building, fence, wall or other structure or other exterior improvement of any kind on any ~~Private Lot within the Properties,~~ Further, no topographic or vegetative characteristics of a ~~Private Lot~~ shall be altered by addition, removal, excavation, grading or other means without the prior written approval of the ACCAC and consistent with design and development guidelines approved by the Board.

3. All ~~Private~~ Lots shall be used exclusively for residential purposes and no more than one family (including its household employees and transient guests) shall occupy any such ~~lot~~Lot. Family child care homes and certain no-impact home-based businesses, as defined by the Maryland Homeowners Association Act, are not permitted to operate on Lots. Pursuant to this

Act, however, these prohibitions may be eliminated, and such uses may be approved, by a simple majority of the total eligible voters of the Association under the voting procedures contained in Association By-Laws.

a. A portion of a dwelling used for office purposes ~~by not more than one member of any recognized profession, including but not limited to doctors, dentists, lawyers, engineers, realtors and accountants,~~ shall be considered a residential use provided the professional person using the office space lives in the dwelling as Owner or ~~principal tenant and no more than one (1) nonprofessional employee works on the premises under the supervision of the professional resident~~ and ~~provided further that~~ such use does not generate ~~excessive customer commercial or client traffic business activity~~ to and from the premises, as may be determined by the Board of Directors of the Association.

b. No accessory building can be constructed on any ~~Private~~ Lot prior to the construction of the main building.

c. ~~A guest house will be considered an~~ No portion of a dwelling or accessory building ~~but cannot~~can be rented or leased except as part of the entire ~~premises~~Lot.

~~d. — Neither the Declarant nor any other builder/developer acquiring a Lot from the Declarant may use a house constructed on such Lot as a sales mode. This restriction shall not apply to such Lots whose front yard faces Thomas Point Road.~~

d. — No dwelling may be rented or leased more than three (3) times within a calendar year and any such individual rental or lease may not be for a period of less than one week.

e. No fence or other similar structure shall be permitted in any front yard, and fences shall be precluded entirely in ~~waterfront lots.~~ (i) Lots with riparian rights, and (ii) any Lots



that are contiguous to any Fishing Creek Farm Common Area which is on the water, as noted on the subdivision plats of Fishing Creek Farm. “Fence” shall include any ~~free standing~~freestanding structure composed of wood, composite wood, wire, plastic, PVC, aluminum, wrought iron, or other material, including trees, plantings, a trellis or similar structure, designed or configured to provide a visual barrier within or around any ~~lot~~Lot. The location, type, color, height, and texture of all fences shall be subject to the review and approval of the ACCAC. This section shall not preclude a fence surrounding required by law to surround a built-in swimming pool provided approval is obtained from the ACCAC and the fence surrounds the immediate area and not the entire yard. No chain link or wire fence shall be permitted in any ~~lot except around a swimming pool and then only with proper screening approved by the ACCAC~~Lot.

f. The “limits of disturbance” indicated on the final subdivision plats of Fishing Creek Farm subdivision are binding on the ~~Declarant, the~~ Association and all ~~lot owners~~Lot Owners and their respective agents. ~~This means that no “clearing” may occur outside the~~ The “limits of disturbance. “Clearing” includes removal or destruction of natural or existing trees, brush, vines, grasses, shrubs and other plant materials.” are further discussed in Article VII thereof.

4. Each Owner of a ~~Private Lot within the Properties~~Lot covenants and agrees to ~~be responsible for the suitable appearance of said lot by cutting grass, weeds and brush and by removing trash and rubbish therefrom at~~ keep his or her Lot, and all reasonable times and to ~~maintain the same~~improvements therein or thereon, in good ~~condition~~order and repair and free of debris, including but not limited to, the mowing of all lawns, the pruning and cutting of all trees and shrubbery, and the painting (or other appropriate external repair and maintenance care) of all residential dwellings and other improvements, all in a manner ~~that does not decrease the~~

~~beauty, value, health or safety of the community as a whole or specific areas within the community~~ and with such frequency as is consistent with good property management and ~~described in any applicable rules and regulations adopted by the Board of Directors.~~ Should any ~~such~~ Owner fail to maintain the appearance of a ~~Private~~ Lot in accordance with the aforesaid criteria and as determined solely by the Board of Directors of the Association, the ~~said corporation~~ Association is hereby and herewith granted the right and privilege to enter upon such ~~property~~ Lot for the purpose of maintaining the suitable appearance of any improved or unimproved ~~Private~~ Lot, the cost of which is to be borne by the Owner ~~or Owners~~ thereof pursuant to the same procedures and conditions set forth within Article VI, Section 1 of this Declaration of Covenants, Conditions and Restrictions.

5. Whenever the ~~Declarant,~~ Board of Directors ~~of the Association,~~ or their duly authorized agents, officers and employees are permitted by these ~~Covenants~~ covenants or other applicable ~~Covenants, Articles, By-laws, Laws, or~~ Rules or Regulations of ~~Fishing Creek Farm~~ the Association to correct, repair, clean, preserve, clear out or take any action whatever on ~~the property of any Private~~ any Lot, the performance of same or the taking of any such action shall not be deemed a trespass or considered to be a violation of any law ~~whatever~~ whatsoever or to constitute a wrongful act of any kind.

6. No noxious or offensive activity shall be permitted on ~~any Private Lot~~ the Property, nor shall anything be done thereon which would cause embarrassment, discomfort, annoyance or a nuisance to ~~the other~~ Owners ~~of neighboring properties~~ or residents or to the ~~community~~ subdivision generally. There shall not be maintained on a ~~Private~~ Lot any plants or animals or device or thing of any kind the normal activities or existence of which is in any way

noxious, offensive, dangerous, unsightly, unpleasant or of a nature that would diminish or destroy the enjoyment of ~~other property in the community~~ Property by the Owners or residents thereof.

7. No animals, livestock or poultry of any kind shall be kept or maintained within ~~the Properties~~ a Lot except that not more than two (2) dogs, cats or other household ~~pets~~ animals may be kept or maintained on ~~the property of a Private~~ a Lot, provided they are not kept or maintained for a commercial purpose, and provided further that all animals must be secured by leash or lead or carried, or under the control of a responsible person and obedient to that person's command at any time they are permitted outside of a ~~house~~, dwelling or enclosed area used for their maintenance and confinement. The Owner of the Lot where the animal is kept shall be responsible for immediate clean up and removal of any droppings or waste which may be left by the animals, on Common Areas or the Lots of other Owners.

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

- a. Signs required by legal proceedings or signs permitted by law.
- b. Residential identification signs including professional identification,

having a combined total face area of not more than two (2) square feet and subject to written approval by the ACCAC as to location, size, color, material and content.

c. Community or street identification signs which may be located on ~~private property~~ Lots.

d. Signs erected by ~~the Declarant in connection with the development or marketing program of the community.~~

~~e. Signs erected by realtors,~~ builders, and contractors on ~~lots~~ Lots in the community provided said signs are approved by the ~~Declarant or the ACC.~~

~~This paragraph is intended~~AC, pursuant to ~~specifically preclude signs on the~~  
~~property or on any lot within the property indicating that such property is “for sale”, “for rent”~~  
~~or “sold”~~written design standards approved by the Board.

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9. No structure of any temporary character and no tent, trailer, mobile home, shack,  
shed or other outbuilding or accessory structure, except as provided herein, shall be placed or  
permitted to remain on any ~~Private~~ Lot or ~~Community Property~~Common Area at any time, except  
that temporary construction shelters may be erected and maintained during and used exclusively  
for construction of any approved work or improvement and such temporary shelters shall not in  
any event be used for living quarters and shall be removed from the ~~premises~~Property promptly  
upon completion of the approved work or improvement. Certain outbuildings, sheds, or other  
accessory structures may be permitted only subject to standards and guidelines approved by the  
Board of Directors.

10. No boats, boat trailers, campers, recreational vehicles, commercial vehicles, trucks  
in excess of 8,000 lbs. curb weight based on manufacturer specifications, horse trailers or utility  
trailers and similar vehicles may be maintained on a ~~Private~~ Lot or Common Area unless kept  
within a garage. The Board in its discretion may grant an exception for a specific vehicle for  
good cause shown, provided that any such exception shall be in writing.

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

12. Each ~~residence~~dwellling shall contain an appropriately screened or fenced service  
yard or yards enclosing all above ground garbage and trash containers, incinerators, fuel tanks,  
mechanical swimming pool equipment, utility meters, air conditioning equipment, clotheslines

and other similar outdoor maintenance, storage and service facilities in order to conceal them from view from the road and neighboring ~~properties~~Lots. Garbage and trash containers and fuel tanks may be located outside service yards but only if located underground. The placement of all of the aforesaid items, whether located above or below ground, shall require the approval of the ACCAC.

13. The maintenance of accumulated waste plant material on a ~~Private~~-Lot is prohibited except as part of an established compost pile which, subject to Anne Arundel County law, shall be maintained in such a manner as not to be visible from the road and neighboring ~~properties~~Lots and not closer than fifty (50) feet from the neighboring residence or an established outdoor living area of an existing or future residence.

14. ~~Each residence~~Only one dwelling shall be located on a Lot and it shall include a two (2) car enclosed garage (either attached or detached, ~~having~~), which garage shall have a minimum floor area of four hundred forty (440) square feet, with a minimum dimension of 20 feet by 22 feet. ~~Lots-numbered~~ 102 and 107 only may have a garage of 20 feet by 20 feet (minimum size). Any additional on-site parking area, designed principally for the occupants of the dwelling, shall be appropriately screened from public view.

15. ~~All principal residences~~Each dwelling shall contain not less than two thousand (2000) square feet of "enclosed dwelling area." A two-~~story~~ residence shall contain at least two thousand five hundred (2500) square feet of enclosed dwelling area. The term "enclosed dwelling area" shall not include garages, guest houses, boat sheds, terraces, decks, open porches and like areas but shall include screened porches, if the roof of any such porch forms an integral part of the roof line of the principal dwelling structure. This square footage requirement shall not apply to Lot 28 and the existing house located thereon.

16. All improvements shall be constructed in accordance with applicable building lines, setback and height provisions set forth in the Zoning ~~Ordinance of Code for~~ Anne Arundel County, Maryland, except where more stringent requirements are imposed by the recorded subdivision plat, the deed of conveyance for a particular ~~lot~~Lot or the ~~ACC~~AC.

17. Erection of exterior antennae of any type shall be subject to prior review and written approval of the ~~ACC~~~~No~~AC. A satellite reception dish or antenna shall be ~~prohibited, except as~~ permitted ~~by federal, state and local laws.~~

18. The exterior of all ~~residences~~dwelling and other structures on a ~~Private~~Lot must be completed within ~~one (1) year after construction has~~twenty-four (24) months following the ~~date of approval by the Board of Directors.~~ Construction, ~~once~~ commenced, ~~and such~~ ~~construction shall proceed and~~ be continuous without delay, except where such completion is impossible or would result in great hardship to the Owner or the builder due to strikes, fire, national emergency or natural calamities. No ~~residence~~dwelling can be temporarily or permanently occupied until the exterior thereof has been fully completed. During the construction period, the Owner of the ~~Private~~Lot shall require the builder to maintain the ~~lot~~Lot in a reasonably clean and uncluttered condition and to take necessary action to control any erosion of or from disturbed site areas. Cessation of work on any structure once started, and prior to completion, for a 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. ~~The Board of Directors shall have the right to grant a written extension, upon request, of any time period or deadline required under this Section.~~

19. Should any ~~residence~~dwelling or structure on ~~any Private~~ Lot be destroyed in whole or in part, it must be reconstructed or the debris therefrom removed from the ~~site~~Lot and

the ~~property~~Lot restored to a neat and sightly condition within six (6) months, or the same shall be deemed to be both a public and private nuisance.

20. No ~~Private~~ Lot shall be ~~resubdivided~~re-subdivided or its boundaries changed without the prior written consent of the ~~Declarant, or the Association, their successors and assigns.~~ In no case, however, shall a ~~resubdivision or division~~re-subdivision of a ~~Private~~ Lot between two Owners result in a diminution of the number of ~~assessable lots~~Lots subject to assessments or charges under ~~these Covenants.~~this Declaration. The assessments and charges otherwise due from such subdivided or divided ~~lot~~Lot shall be fully due and owing from each of the resultant Owners ~~thereof,~~ as one assessment for each dwelling.

~~21. they among themselves may determine. In the absence of such an agreement, assessments and charges shall be levied on a pro-rata basis in direct proportion to the applicable percentage of lot ownership held by a resultant Owner and failure to pay such assessments and charges shall constitute a lien on said property as is elsewhere provided in this Declaration of Covenants. The foregoing provisions shall not apply to unsold lots held by Declarant prior to the first sale or conveyance thereof.~~

~~21. The Fishing Creek Farm Homeowners Association, Inc.,~~ or its duly authorized agents, officers and employees shall have the right at any time without any liability to the Owner for trespass or otherwise, to enter onto or upon ~~Private~~ Lots for the purpose of maintaining, removing, restoring or otherwise enforcing without any limitation all of the restrictions set forth in ~~these Covenants.~~this Declaration. No such action will be taken until the Owner(s) of the ~~Private~~ Lot(s) involved is first given written notice and an opportunity to take corrective action within a reasonable time to be specified in such notice. Any costs incurred by the ~~corporation~~Association

directly attributable to taking necessary corrective actions shall be the sole personal responsibility of the ~~property~~ Owner and shall also become a lien against the ~~property~~Lot until satisfied.

22. No powered or trailed vehicle shall be parked or stored overnight or longer on any street within the ~~Properties. Ample off street parking shall be provided for all vehicles~~Property.  
~~belonging to owners or tenants residing in any residence.~~

23. The driveways serving Lots 1, 10, 29 and 97 shall originate (derive public road access) from Hidden River View Road.

24. The minimum front yard setback (building restriction line) shall ~~measure~~be at least fifty (50) feet from Cherry Tree Lane for Lots 98, 99, 100 and 101.

~~25. The following additional restrictions shall apply to all residential structures constructed on the Property:~~

~~a. No "modular" or other similar type of preconstructed structures shall be permitted.~~

~~b. The exterior of all residential structures shall be wood, brick or stone or a combination thereof. No aluminum siding, vinyl siding or "T III" siding shall be permitted.~~

~~c. The roof of all residential structures shall be cedar shake or "upgraded" (300 lb. or greater) architectural grade asphalt shingles. The roof pitch shall be at least 6/12, unless waived by the ACC for "saltbox" type home designs.~~

~~d. No concrete block or parging shall be exposed to the exterior of any finished residential structure. The painting of exposed parging shall not be an acceptable exterior cover treatment.~~

~~e. Driveways shall be constructed of concrete, asphalt, brick, cobblestone or other hard surface material approved by the ACC.~~



25. The Architecture Committee may from time to time recommend Board approval of (a) Design and Development Guidelines, describing design parameters and approved materials for construction and maintenance of all residential structures, including dwellings and driveways; and (b) Application and Review Procedures, regarding the form and content of plans and specifications to be submitted for approval, as well as the process for review and approval. These Guidelines and Procedures, once approved by the Board of Directors, shall be published as rules and regulations of the Association, and incorporated by reference into this Declaration.

26.—\_Swimming pools are permitted only if constructed below ground level and then only after the pool and all appurtenant structures are approved by the ~~ACC~~AC. Upon request ~~made to~~ the ~~ACC~~, the ~~ACC~~Board of Directors may waive this provision for low lying ~~lots~~Lots where such in ground construction is not feasible and the proposed construction is appropriately landscaped to screen such pool structure.

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27.—\_No grass clippings, organic debris, trash or other refuse may be disposed of by dumping in or on any ~~open space~~Common Area or wetlands area.

28. No fill material may be used to create the required "lowest floor elevation" necessary to comply with Federal Hurricane Tide Elevation building requirements.

29. Discharge of firearms is prohibited within the ~~properties now or hereafter comprising "Fishing Creek Farm."~~Property.

30. No Owner of a Lot with riparian ~~lot owner in "Fishing Creek Farm"~~rights may erect a private pier serving such ~~lot~~Lot. All waterfront access for boating, fishing and related activities shall be by the use of "common access" piers and related facilities owned and operated by the Association ~~on community property within the Common Area and~~ for the benefit of the ~~members~~Owners and residents.

31. Each ~~lot in Fishing Creek Farm~~Lot shall be improved ~~by~~with an entrance driveway built to Anne Arundel County standards. ~~Each purchaser of a lot, or such purchaser's builder/developer shall secure the construction of such entrance driveway by a bond, letter of credit or cash in an amount established by the County or the Declarant, which security shall be posted with the Declarant prior to the initiation of construction on such lot.~~

## ARTICLE VI

### EXTERIOR MAINTENANCE

**Section 1. Assessment of Cost.** In the event the Board of Directors or the ~~ACCAC~~ shall determine that exterior maintenance of any ~~lot~~Lot shall become necessary the cost of such exterior maintenance shall be assessed against the ~~Private~~ Lot upon which such maintenance is done and shall be added to and become part of the annual assessment or charge to which such ~~Private~~Lot is subject under Article IV hereof and, as part of such annual assessment or charge, it shall be a lien and obligation of the Owner and shall become due and payable in all respects as provided in Article IV hereof. Provided that the Board of Directors of the Association, when establishing the annual assessment against each Lot hereof, may add thereto the estimated cost of the exterior maintenance for the year but shall, thereafter, make such adjustment with the Owner as is necessary to reflect the actual cost thereof. Provided further, however, that the assessments or charges provided for hereunder shall not be considered for computation purposes as part of the maximum annual assessments under said Article IV.

**Section 2. Access at Reasonable Hours.** For the purpose solely of performing the exterior maintenance authorized by this ~~Article~~<sup>2</sup> the Association, through its duly authorized agents or employees<sup>2</sup> shall have the right<sup>2</sup> after reasonable notice to the Owner, to enter upon any ~~Private~~ Lot at reasonable hours on any day except Sunday.

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**Section 3. Easement for Access by the Association.** The Association shall have an irrevocable right and an easement to enter upon any ~~lot~~Lot for the purpose of providing such grounds and landscape maintenance upon the ~~lot~~Lot as may be deemed necessary and proper to maintain the aesthetic appearance and safety of the community. Except in cases involving manifest danger to public safety or to other property, the Board of Directors of the Association shall make reasonable effort to give notice to the owner of any ~~lot~~Lot to be entered for the purpose of such maintenance. No entry by the Association for the purposes specified in this Declaration shall be considered a trespass.

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**Section 4. Free Movement of Breezes Within the Common Areas.** In order to (a) preserve the views of land and water obtainable on and from Lots and the Common Areas, (b) promote the free movement of breezes, (c) prevent harboring places for flies and other insects, and (d) remove or eradicate invasive species, the Board of Directors reserves the right, but not the obligation, to trim any trees or shrubbery within the Common Areas that may, in its opinion, destroy or interfere with such views, the free movement of breezes, provide harboring places for flies or other insects, or enable the growth of invasive species.

## ARTICLE VII

### ENVIRONMENTAL PROTECTION

The “final plats of subdivision” of the Fishing Creek Farm subdivision contain specific, graphic depictions of the lines for buffer areas established to protect tidal wetlands and non-tidal wetlands. These plats also contain specific limits on the maximum allowable area of disturbance to each of the ~~lots~~Lots in Fishing Creek Farm. The final recorded subdivision plats of Fishing Creek Farm are ~~intended by the Declarant to be~~ included within the terms of this Declaration by reference as if fully set forth herein, and the building and development restrictions set forth on

the said plats are intended to be observed and enforced in the same manner and by the same parties as if contained in this Declaration. The buffer areas established for tidal and non-tidal wetlands are not to be cleared or disturbed in any way, and are intended to remain in their state of natural vegetation in order to provide continued preservation of existing wildlife habitat. No trees shall be removed from such buffer areas unless diseased or damaged by lightning or other natural occurrences. The maximum area of disturbance specified for each ~~lot~~Lot is intended to create a maximum building envelope for each lot which will govern the maximum amount of such ~~lot~~Lot which may be cleared, graded and/or occupied with structures (principal structures and accessory structures, including pools, patios and other improvements). None of the restrictions noted on the final subdivision plats or in this Declaration shall be construed to restrict the planting of additional trees, shrubs, flowers or other vegetation on the ~~lot~~Lot, including any portion of such lot within a specified buffer area.

The open space ~~areas~~Common Areas depicted on Plats Three and Four of “Fishing Creek Farm” adjacent to Fishing Creek Open Space Parcels “H” and “I” are limited to passive recreational uses. Accordingly, the use of vehicles within these open space areas is prohibited. The area of each ~~lot~~Lot outside the “maximum disturbed area” envelope is to be left undisturbed. No marina

or boat docking uses are permitted on either of these open space parcels. These restrictions shall not preclude a fishing or crabbing pier into the waters of Fishing Creek for use by the ~~members~~Owners and residents of the Association.

Reserve Parcel “B” on Plat Five of “Fishing Creek Farm” is within the required buffer areas protecting the shoreline and tidal wetlands, and is to remain undisturbed.

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The "Recreational Area B" shown on Plat Nine of "Fishing Creek Farm" is to be used for passive recreational uses only, and not developed for active recreational uses or facilities. It is the intent ~~of the Declarant~~ that this Recreational Area be preserved and protected in its natural state to the extent possible and practical while still providing the improvements and facilities necessary for the common use of the property by the members. Such facilities shall include walking trails and pathways, observation decks and areas and other facilities providing pedestrian (non-vehicular) access to such areas. Recreation Area "A" shown on Plat 8 of Fishing Creek Farm ~~may~~shall be used and developed by the Association as the site of a community pier. Any such development ~~will~~shall be subject to all use and development restrictions herein, all County, State and Federal regulations then in effect<sup>2</sup>, including those regulations applicable to community-pier special exceptions contained in the Zoning Regulations of Anne Arundel County.

## ARTICLE VIII

### GENERAL PROVISIONS

**Section 1. Enforcement.** The ~~Declarant, the "Fishing Creek Farm Homeowners Association, Inc." (the "Association"),~~ or any Lot ~~owner~~Owner shall have the right to enforce by any proceeding at law or in equity, including administrative remedies, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration, the subdivision plats and other recorded documentation governing the development of ~~"the Fishing Creek Farm"~~ subdivision. These covenants, conditions and restrictions and the final plats of ~~subdivision of "the Fishing Creek Farm"~~ subdivision contain numerous and extensive provisions and restrictions required under the State and County "Critical Areas" statutes. ~~The provisions hereof and on the final subdivision plats which are embodied in the said~~

~~statutes and other County ordinances are enforceable by Anne Arundel County through its enforcement procedures. Failure by the Declarant, the Association or any owner~~ Failure by the Association or 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.

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In addition to the means for enforcement provided elsewhere herein, the Board of Directors shall have the power to impose sanctions against an Owner, in its sole discretion, subject to notice and other due process requirements, as provided in applicable rules and regulations. Sanctions may include the levying of fines, suspensions, or other remedies allowed under applicable laws and this Declaration against the Owner, subject to compliance with all due process requirements under the Maryland Homeowners Association Act and the Association documents, including Association rules and regulations. Such fines shall be collectable as any other assessment against the Lot of the Owner, including with the filing of a lien upon the Lot of the Owner committing or responsible for such violation, provided that the requirements of Maryland law are fulfilled. Such fines shall also become the binding personal obligation of the Owner of the Lot that is the source of the violation, or has committed the violation, or is responsible for such violation. Sanctions may also include (a) the suspension of an Owner's voting rights in the Association, and/or (b) the suspension of an Owner's right to use certain Common Areas, as well as the right of his or her residents, guests, and invitees for such use.

**Section 2. Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

**Section 3. Amendment.** ~~The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded,~~

~~after which they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than sixty-six and two-thirds percent (66 2/3%) of the Lot Owners, and thereafter by an instrument signed by not less than fifty-one percent (51%) of the Lot owners. Any amendment must~~ This Declaration may be amended by the approval of at least fifty-one percent (51%) of all the Lot Owners. Any amendment to the Declaration shall be recorded.

**Section 4. Annexation.** Additional ~~residential~~ property ~~and Common Area~~ may be annexed to the Properties with the consent of two-thirds (2/3) of ~~each class of members~~ all the Lot Owners.

**Section 5. Notices.** ~~Any notice required to be sent to any Member~~ All notices, demands, statements or Owner ~~other communications called for under the provisions of this Declaration shall be~~ in writing and shall deemed to have been ~~properly sent when mailed, duly given if delivered by any of the following means:~~

(a) By hand delivery;

(b) By overnight mail, through a recognized commercial delivery service providing traceable service in accordance with that delivery service's procedures;

(c) By first-class mail five (5) days after the mailing was sent;

(d) By registered or certified mail, return receipt requested and postage prepaid, when signed for by the designated recipient; or

(e) By electronic transmission to an Owner or Owners when sent, pursuant to the Maryland Homeowners Association Act.

Notices shall be sent to Owners at the last known address of the person who ~~each Owner's Lot address as it appears as Member or Owner~~

on the tax records of the Association at the time of such mailing, Anne Arundel County unless an  
Owner has provided the Association in writing with a different mailing address or an email  
address. If a Lot is owned by more than one person, each such person who designates a single  
address in writing to the Association shall be entitled to receive all notices hereunder. Notices to  
the Association should be sent to 1222 Cherry Tree Lane, Annapolis, Maryland 21403, unless the  
Association has designated a different address.

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**Section 6. Assignability.** ~~The Declarant, their heirs, legal representatives and successors, notwithstanding any other provision herein to the contrary, shall at all times have the right to fully transfer, convey and assign all of their right, title and interest under this Declaration, provided that such transferee, grantee or assignee shall take such rights subject to all obligations also contained herein.~~

**Section 7. Consent of Trustees.** ~~The Declarant is obligated under certain financial obligations secured by all or portions of the Property under that Deed of Trust dated and recorded in the Land Records of Anne Arundel County in Liber \_\_\_\_\_ folio \_\_\_\_\_. The Trustees under that Deed of Trust, on behalf of the Beneficiary thereof, have executed this Declaration of Covenants, Conditions and Restrictions for the purpose of indicating their consent thereto.~~

IN WITNESS WHEREOF, the ~~undersigned, being the Declarant herein, has~~  
~~hereunto set its hand and~~ Association has executed this Amended and Restated  
Declaration under seal this \_\_\_\_ day of \_\_\_\_\_, 2020~~2022~~.

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ATTEST:

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\_\_\_\_\_  
Declarant



\_\_\_\_\_  
\_\_\_\_\_  
BY: \_\_\_\_\_

\_\_\_\_\_

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\_\_\_\_\_  
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**WITNESS:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Trustee

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Trustee

COUNTY OF ANNE ARUNDEL,

STATE OF MARYLAND, to wit:

I hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me, a Notary Public for the State and County aforesaid, personally appeared Mr. Mark Vogel, who acknowledged himself to be the President of the Mark Vogel Companies and authorized to sign this Declaration of Covenants, Conditions and Restrictions, and that he has signed such document for the purposes therein contained.

Notary Public

My Commission Expires:

STATE OF MARYLAND

COUNTY OF ANNE ARUNDEL, to wit:

I hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_ 2020, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared who acknowledged himself to be the Trustee for the Beneficiary, Second National Building and Loan, Inc. which holds a security interest in the property by virtue of that Deed of Trust referred to above and that he has signed such document for the purposes therein contained by signing his name as the Trustee and delivering the same as such.

~~WITNESS my hand and notarial seal the day and year first above written.~~

Notary Public

~~My commission expires:~~

STATE OF MARYLAND

COUNTY OF ANNE ARUNDEL, to-wit:

I hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_, 2020 before me, the subscriber, a Notary Public in and for the State and County aforesaid personally appeared who acknowledged himself to be the Trustee for the Beneficiary, Second National Building and Loan, Inc. which holds a security interest in the property by virtue of that Deed of Trust referred to above and that he has signed such document for the purposes therein contained by signing his name as the Trustee and delivering the same as such.

WITNESS my hand and notarial seal the day and year first above written.

Notary Public

My Commission expires:

FCFCOVRE.

CFD \_\_\_\_\_

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