

**FIRST AMENDED AND RESTATED DECLARATION
OF COVENANTS AND RESTRICTIONS FOR
BLAKESLEE HOMEOWNER'S ASSOCIATION**

BLAKESLEE HOMEOWNER'S ASSOCIATION, INC., a Maryland corporation, having its principal office at 5000 Thayer Center, Oakland, Garrett County, Maryland 21550, hereby files this Amended and Restated Declaration in accordance with the Maryland Homeowners Association Act set forth in Title 11B of the Real Property Article of the Annotated Code of Maryland (the "Act").

RECITALS:

R.1 Developer, Penn Point Associates, a Pennsylvania general partnership, developed and subdivided certain properties situate in Garrett County along the shores of Deep Creek Lake (the "Lake") known and designated as The Blakeslee Subdivision (the "Subdivision").

R.2 The Subdivision consists of one hundred and one (101) lots, common areas and roads shown on a plat recorded in Plat Book No. I, Folio 113 of the Plat Records of Garrett County, Maryland (the "Plat").

R.3 The original Declaration of Covenants and Restrictions for the Subdivision was dated August 17, 1987 and recorded by the Developer in the Land Records of Garrett County, Maryland (the "Land Records") at Liber499, Folio 410 (the "Original Declaration").

R.4 The Developer stated as follows in the Recitals of the Original Declaration regarding the Subdivision:

WHEREAS, Declarant desires to subject the Property and the improvements located or to be located thereon, to the covenants, conditions, and restrictions set forth herein which are for the purpose of protecting the value and desirability of the Property and the improvements thereon and are for the purpose of distributing among the owners of the improvements the cost of maintaining and operating the common areas (as hereinafter defined), and any improvements constructed thereon; and

R.5 The Developer stated as follows in the Original Declaration regarding the Original Declaration:

NOW THEREFORE, Declarant hereby declares that the Property shall be held, sold and conveyed subject to the following easements, covenants, conditions and restrictions, which are for the purpose of protecting the value and desirability, and enhancing the attractiveness of the Property, and which shall run with the Property and shall be binding upon all parties having any right, title or interest in the Property or any part thereof, their heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner of the Property or any part thereof and their respective heirs, personal representatives, successors and

assigns, and the Association.

R.6 The Association desires to amend and supplement the Original Declaration through this First Amended and Restated Declaration so as to continue to foster and perpetuate the goals and intentions of the Developer set forth for the Subdivision in the Original Declaration. In this regard, the provisions set forth in this First Amended and Restated Declaration are all of the provisions of the Declaration for the Subdivision as currently in effect.

WITNESSETH:

NOW, THEREFORE, the Association declares its intentions that the Subdivision Property shown on the Plat shall be held, sold and conveyed subject to the covenants, conditions and restrictions set forth below, which shall run with the real property and be binding on all parties having any right, title or interest in the Property, or any part thereof, their heirs, successors and assigns, as the case may be, and shall inure to the benefit of each Owner thereof.

ARTICLE ONE

Definitions

(a) "Act" means the Maryland Homeowners Association Act set forth in Title 11B of the Real Property Article of the Annotated Code of Maryland.

(b) "Assessments" shall have the meaning set forth in **ARTICLE EIGHT** hereof.

(c) "Association" means the Blakeslee Homeowners Association, Inc., a Maryland not-for-profit corporation.

(d) "Board" or "Board of Directors" means the elected board of directors of the Association.

(e) "Common Area" means those lots and areas of land within the Property shown on the Subdivision Plat of the Property and is intended to be the entire Property, save and except for Lots. The Common Area shall include all roads, streets, and parking areas within the Property unless the same are dedicated to the County or State for Public use.

(f) "Common Expenses" shall mean and refer to the actual and estimated expenses of operating the Association, including a reasonable reserve, all as may be found to be necessary or appropriate by the Board pursuant to this Declaration, the Bylaws and the Articles of the Association. Such Common Expenses shall be determined and set forth in an estimated operating budget to be prepared each year for submission to and approval by the Members.

(g) "Community-Wide Standard" shall mean the standard of conduct, maintenance or other activity generally prevailing in the Subdivision. Such standard may be more specifically determined and set forth by the Architectural Committee (as such term is defined in the Bylaws of the Association and/or in this Declaration) or similar Committee established for such purposes

by the Board.

(h) "Depository" has the meaning set forth in Section 11B-101(e) of the Act.

(i) "Lake Access Lots" shall mean those Lots that do not front directly on the Lake, and do not allow for an individual boat dock permit allowing the placement of a dock in Deep Creek Lake.

(j) "Lakefront Lots" shall mean those Lots in the Subdivision that front directly on the Lake, and allow for an individual boat dock permit allowing the placement of a dock in Deep Creek Lake.

(k) "Lot" means a lot or parcel of ground shown on the recorded Subdivision Plat of the Property, designated as a "Lot," with the exception of the Common Areas and the beds and rights of way of any public road or street within the Property. Lots shall be either "Lake Front" or "Lake Access," which are defined above.

(l) "Member" or "Members" shall mean and refer to every person, group of persons, corporation, trust, or other legal entity, or any combination thereof, who holds membership in the Association by owning a Lot.

(m) "Owner" or "Owners" means the person, or legal entity, or the combination thereof, including contract sellers, holding the record fee simple or undivided fee interest in a Lot, as the Lot is now or may from time to time hereafter be created or established. If more than one person, or other legal entity or any combination thereof, holds the record title to any Lot, all of them shall be deemed a single record owner and shall be a single Member of the Association by virtue of their ownership of the Lot. The term "Owner" shall include any contract seller but not any contract purchaser, nor shall it include any mortgagee or other person or legal entity holding an interest in a Lot as security for the performance of a debt obligation.

(n) "Plat" has the meaning set forth in **Recital R.2** above.

(o) "Property" means all of the land shown on the Plat, and such additions thereto as may hereafter be brought within the jurisdiction of the Association and subjected to this Declaration.

(p) "Roads" mean North Blakeslee Road, South Blakeslee Road, Middleton Road, Thornberry Road, Sorbus Lane, Lichen Lane, and an unnamed winter access road, that serve the Subdivision.

(q) "Structure" means anything or device that placement of which upon the Property (or any part thereof) may affect the appearance of the Property (or any part thereof) including, by way of illustration and not limitation, any building; trailer; garage; porch; shed; greenhouse; bath house; coop or cage; covered or uncovered patio; swimming pool; clothesline; radio, television or other antenna; fence; sign; curbing; paving; wall; roadway; walkway; exterior light; landscape; hedge; trees; shrubbery; planting; signboard; or any temporary or permanent

living quarters (including any horse trailer); or any other temporary or permanent improvement made to the Property or any part thereof. "Structure" shall also mean (i) any excavation, fill, ditch, diversion dam, or other thing or device which affects or alters the natural flow of surface waters from, upon or across the Property, and (ii) any change in the grade of the Property (or any part thereof) of more than six (6) inches from that existing at the time of first ownership by a Class A member hereunder.

ARTICLE TWO

Property Restrictions and Reservations

1. *Residential Use.* All Lots shall be used for residential purposes as provided for in the local zoning ordinance.

2. *Subdivision.* No Lot shall be subdivided.

3. *Structures.* No Structure may be erected or maintained on any Lot in violation of Article **FOUR** below, requiring approval of the Architectural Committee.

4. *Motor Vehicles.* No abandoned, unlicensed, or junk vehicles, or trucks rated one ton or more, or any trailers, or campers are permitted within Blakeslee subdivision unless stored in an enclosed garage. All vehicles, including but not limited to boats, boat trailers, house trailers, trailers, trucks, recreational vehicles, campers, nonpassenger vehicles, and the like, kept on a property, outside of a garage or storage building, shall be solely those registered to the lot owner, resident renter and/or their family and guests currently at the owner's home, and shall be parked only in designated parking areas. All such vehicles shall be in working order. No repairs, except those of a very minor nature shall be permitted to be done on any such vehicles on any of the Common Areas, or on any Lot, unless such work is done within a fully enclosed garage on such Lot.

5. *Animals.* No animals may be kept, maintained or bred on any Lot, except that no more than four (4) domestic household pets, including but not limited to dogs and cats, may be kept on a Lot, provided they are not kept, bred, or maintained for any commercial purpose and provided further that they are kept in such a manner as to avoid becoming a nuisance to neighbors or adjoining property owners. No animal shall be permitted outside of the dwelling of an Owner unless the animal is under the control of a responsible person. No household pets shall be allowed to make an unreasonable amount of noise or otherwise to become a nuisance. Upon request of any Owner, the Board of Directors shall determine, in its sole discretion, whether for the purpose of this paragraph a particular animal shall be considered a "similar domestic household pet" or its actions have constituted a "nuisance," or it has been property kept "under the control of a responsible person." Owners shall promptly clean all litter deposited on any Lot or Common Area by their household pet.

6. *Signs.* No signs, billboards, or advertising structures of any kind shall be placed or erected on any Lot except political signs regarding candidates for issues on the ballot of an upcoming election. These signs shall not be more than six square feet in size. Political signs may

be posted no sooner than thirty (30) days prior to the election and remain up no longer than seven (7) days after the election.

7. *Parking Areas.* All motor vehicles shall be stored or parked only in designated parking areas on a Lot or the Common Areas.

8. *Trash.* No lumber, metals, bulk materials, garbage, refuse, or trash shall be kept, stored or allowed to accumulate on any Lot (other than in an approved Structure); no Lot shall be used or maintained as a dumping ground for any material; trash; garbage or other waste. Trash, garbage, or other waste shall not be kept on any Lot. During construction of any approved Structure on a Lot, the Owner shall keep the construction site free of unsightly accumulations of rubbish and scrap materials, and construction materials, trailers, shacks, and the like employed in a connection with such construction shall be kept in a neat and orderly manner. It is the responsibility of every homeowner, their guests, and tenants, to use the designated trash disposal areas. Contractors and their subcontractors, as well as any individual or business called to an Owners Lot for service related to the Lot or the improvements on the Lot, are required to remove their construction and service debris from the Property and may not dispose of it in the designated trash disposal areas. Owners shall be held responsible for violation of this restriction by their contractors and/or service people or business.

9. The Association reserves for itself and for utility companies to which the Association, by a majority vote of the Board of Directors, may from time to time grant easements, the right to install, construct, maintain, repair, or replace slope easements, utilities and drainage facilities, including poles, wires, pipes, and lines, overground and underground, over, under, and along the front twenty (20') feet of each lot in the Sandy Beach Subdivision, and within fifteen (15') feet of any sideline of each lot and within fifteen (15') feet of the rear lines of any lot. In addition, the Association reserves easements and the right to install, construct, maintain, repair, or replace utilities and drainage facilities on those portions of the development not identified as lots on the recorded Plat Plan of the development. The term utility companies used herein means public and private electrical, telephone, cable television, or other service companies that the Association may contract from time to time.

10. No nuisance, as defined by Maryland law, shall be maintained, allowed, or permitted on any part of the Property, and no use thereof shall be made or permitted which may be noxious or detrimental to health or which may become an annoyance or nuisance to the neighborhood. Between the hours of 11:00 P.M. and the following 9:00 A.M., no Owner or occupant on a Lot or in the Common Areas shall make any loud or unusual noises. Musical instruments, radios, televisions and record players, phonographs, and the like shall be used at all times only in such manner as not to be unreasonably disturb persons on other Lots or in the Common Area.

11. Each Lot is under and subject to the additional covenants, conditions and/or restrictions and easements as may appear on the plat referred to herein.

12. No motor vehicle, ATV, or other type of personal transport vehicle is permitted on any recreational or agricultural field owned by the Association that is not designated as a Common

ARTICLE THREE

Repair, Use, and Maintenance of Lots

1. Each Owner shall keep each Lot owned by him/her, and all improvements therein or thereon, in good order and repair and free of debris in a manner and with such frequency as is consistent with good property management and the Community-Wide Standard. In the event the Owner of any Lot in the Subdivision shall fail to maintain the Lot and the improvements situated thereon, the Board of Directors, by a majority vote, may enforce this Article against the Lot Owner as provided in Article **FIVE**. Except that the Association or its agent shall have the right to enter upon said Lot to correct damage and to repair, maintain and restore the Lot or the exterior of the buildings and any other improvements erected thereon, without notice, in the event any failure to repair or maintain a Lot or the improvements thereon poses a danger to the health or welfare of other Lot Owners as determined by a majority vote of the Board of Directors. All costs incurred by the Association in connection with the restoration shall be reimbursed to the Association by the Owner of the Lot, upon demand, and shall be assessed against the Owner as an Additional Assessment. All unreimbursed costs shall be a lien upon the Lot until reimbursement is made. The lien may be enforced in the same manner as a lien for an unpaid assessment levied in accordance with Article **EIGHT** of this Declaration.

2. From time to time, the Board may adopt reasonable rules and regulations relating to the use and maintenance of Lots and improvements erected thereon, including but not limited to rules and regulations regarding leasing or renting a Lot. Upon the adoption of any such rules and regulations by the Board, such rules and regulations shall be filed in the Depository.

ARTICLE FOUR

Architectural Review

1. *Building Restrictions.* No structure shall be commenced, erected, or maintained on any Lot nor shall the exterior appearance of any Structure on any Lot be changed or altered from the appearance thereof after completion, nor shall the natural state of any area of any Lot be disturbed or altered after completion of construction of the improvements thereon, shall any work be commenced or performed which may result in a change of the exterior appearance of any Structure, until the plans and specifications showing the nature, kind, shape, dimensions, materials, floor plans, color scheme, location, exterior plans and details, paving plans and location, landscaping details, proposed topographical changes, together with the estimated cost of said work and the Owner's proposed construction schedule, and together with a designation of the party or parties to perform the work have been submitted to and approved in writing by the Architectural Committee. In the event the Architectural Committee fails to approve or disapprove such design and location in writing within thirty (30) 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.

2. *Committee Criteria.* The Architectural Committee shall consider such plans and specifications for approval upon the basis of, among other things, the harmony of external design and location in relation to surrounding Structures and topography, the nature and durability of the materials, quality of workmanship, choice of colors and materials, grade elevations and/or drainage, the ability of the party or parties designated by the Owner to complete the work proposed in accordance with the plans and specifications submitted, including without limiting foregoing, such factors as background, experience, skill, quality of workmanship, financial ability, etc. In reviewing the plans, the Architectural Committee may also consider factors of public health and safety, the effect the proposed work will have on the use, enjoyment and value of surrounding properties, and/or the outlook or view of other neighboring properties and the suitability of the proposed improvements or alterations with the general aesthetic values of the surrounding area.

3. *Disapproval of Plans.* In any case where the Architectural Committee shall disapprove the plans and specifications submitted hereunder or shall approve the same only as modified or upon specified conditions, such disapproval or qualified approval shall be accompanied by a statement in writing of the grounds upon which such action was based. In any such case, the Architectural Committee shall, if requested, make reasonable efforts to assist and advise the applicant in order that an acceptable proposal can be prepared and submitted for approval. However, the final decision of the Architectural Committee is binding.

4. *Approval of Plans.* The applicant shall submit for approval two sets of plans and specifications. Upon approval by the Architectural Committee, one copy of such plans and specifications shall be retained by the Committee, and the other bearing the approval of the Committee in writing shall be returned to the applicant.

5. *Nonapproved Structures.* If any Structure shall be altered, erected, placed or maintained upon any Lot, or any new use commenced on any Lot, in violation of the provisions hereof, such Structure or new use shall be removed or discontinued, and such use shall be terminated so as to extinguish such violation. If within fifteen (15) days after notice from the Board of Directors of such violation, the Owner of the Lot upon which such violation exists shall not have taken reasonable steps towards the removal or termination of the same, the Association, though its agents and employees, shall have the right to enter upon the Lot and to take such steps as it deems necessary to extinguish such violation and the cost thereof shall be a binding, personal obligation of the Owner of the Lot, and as an Additional Assessment, on the Lot.

6. *Completion of Construction.* Upon completion of construction of any Structure in accordance with the provisions hereof, the Architectural Committee, upon request of the applicant shall issue a Certificate of Compliance identifying such Structure and the Lot on which such Structure is placed, and stating that the Structure has been completed pursuant to the terms hereof.

7. *Examination Fee.* The Architectural Committee may charge and collect a reasonable fee for the examination of the plans and specifications submitted for approval. Such payment shall be made at the time and place such plans and specifications are submitted. Such fee shall be retained by the Association, and not by the Architectural Committee.

8. *Membership Selection and Compensation.* The Architectural Committee shall perform the review and approval functions set forth in this Article. The Committee shall consist of **at least** three (3) persons, one of which must be an Owner of a Lake Access Lot, who own property in the Subdivision who agree to serve and who are selected by vote of the Board of Directors. The members of the Architectural Committee shall serve without compensation unless specifically approved by a meeting of the Members.

9. *Architectural Committee Rules.* The Architectural Committee may from time to time adopt and promulgate such architectural design guidelines regarding the form and content of plans and specifications to be submitted for approval and may publish such statements of policy, standards, guidelines and/or establish such criteria relative to architectural styles or details, or other matters, as it may consider necessary or appropriate. Any such architectural design guidelines, policy, standards, and/or criteria adopted and promulgated by the Architectural Committee shall be filed in the Depository. Decisions of the Architectural Committee shall be final, except that any Member who is aggrieved by any action or forbearance from action by the Architectural Committee may appeal the decision of the Architectural Committee to the Board and upon the request of such Member, shall be entitled to a hearing before the Board. Sixty percent (60%) of the Board shall be required to reverse any decision of the Architectural Committee.

10. *Conditional Approval.* In granting any permit, authorization, or approval, as herein provided, the Architectural Committee may impose any appropriate conditions or limitations thereon, as they shall deem advisable under the circumstances.

ARTICLE FIVE

Enforcement of Covenants

1. *Fines.* The Association, by a majority vote of the Board of Directors, shall have the authority to fine Lot owners for violations, **of these Covenants, the Bylaws, and any rules and regulations adopted by the Board**, only after the following notification process has been completed.

a. A signed letter from the Board of Directors shall be delivered, by hand or certified mail, to the lot owner within seven (7) days of an Association member becoming aware of the determined violation **and reporting it to the Board of Directors, who shall meet, or by unanimous consent, issue the letter to be prepared and signed by the Secretary of the Association.** This letter shall state the Article and/or subsection of the Blakeslee covenants, conditions and/or restrictions that has been violated, the process by which the violation can be rectified and explain the procedures which will follow if the issue is not corrected.

b. If the violation has not been corrected, a second signed letter from the Board of Directors stating the same, shall follow thirty (30) days after the first letter. This letter shall be delivered by hand or certified mail to the lot owner.

c. Fifteen (15) days after the second letter has been received by the lot owner, the Association shall start fining the lot owner an amount per week as set by the Board of Directors at its annual meeting, until the violation has been corrected. At the end of a thirty eight (38) week period, the Association may file a Complaint with the District Court of Maryland for Garrett County seeking a judgment for the total fine amount. Judgment entered by a Court shall accrue interest at a contractual rate of eighteen percent (18%).

d. The Association shall have the authority to waive all fines with a unanimous vote of all Association members.

e. Fines collected by the Association shall be used exclusively for the improvement, operation and maintenance of the Common Areas.

2. *Civil Action.* The Association, by a majority vote of the Board of Directors, or any Owner, may bring an action at law or equity to enforce the terms and obligations of these covenants, conditions and/or restrictions against any Owner found to be in default of any of the obligations stated herein. Any Lot Owner in default shall be responsible for all attorney fees and costs related to such action, which shall be assessed against the Owner as an Additional Assessment.

3. *No Waiver.* Failure by the Association, or any Owner, to enforce any covenant or restriction contained in this Declaration shall in no event be deemed a waiver of the right to do so thereafter.

4. *Fines with No Notice.* The Association, by a majority vote of the Board of Directors, shall have the authority to immediately issue a fine, without notice as prescribed in paragraph 1 of this Article, for violations of of these Covenants, the Bylaws, and any rules and regulations adopted by the Board, that are of a short duration, but a continuing nature, including but not limited to noise violations and other nuisances as described in Article Two (2), paragraph Thirteen (13) above.

ARTICLE SIX

Common Area

1. *Owners Easements of Enjoyment.* Every Owner shall have a right and nonexclusive 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, by a majority vote of the Board of Directors, 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 **or fine against him or** his Lot remains unpaid.

(c) The right of the Association to dedicate or transfer all or any part of any Common Area to any public agency, authority, or utility, for such purposes and subject to such conditions as may be agreed upon by the Association; provided, however, that no such dedication or transfer shall be effective unless approved by a two-thirds (2/3) vote of the members of the Association voting in person or by proxy at a meeting called for such purpose, and the same shall have been consented to by the agency, authority, or utility accepting the dedication or transfer.

(d) The Owners of Lake Front Lots shall not be entitled by reason of said ownership to use of the boat docks placed in Deep Creek Lake for use of the Owners of Lake Access Lots. Each Owner of a Lake Access Lot shall have the right to a slip on one of the common docking facilities, as designated by the Board of Directors.

2. *Delegation of Use.* Any Owner may delegate, in accordance with the By-Laws and/or any rules or regulations promulgated by the Board, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on a Lot.

3. *Structures.* Except as otherwise permitted by the provisions of this Declaration, no Structure shall be erected, placed, or maintained on any Common Area except: (1) Structures designed exclusively for the common use of Owners, including, but not limited to, benches, chairs, or other seating facilities, fences and walls, walkways, roadways, gatehouse, swimming pool, tennis court(s) and pumping station(s) and similar recreational facilities; (ii) building(s) for storage of maintenance equipment; and (iii) drainage, storm and utility systems. The Common Areas may be graded, planted with trees and shrubs and other plants placed and maintained thereon for the use, comfort and enjoyment of the Owners or for the establishment, retention or preservation of the natural growth or topography of the Common Areas and for aesthetic reasons.

4. *Rules.* Use of the Common Areas shall be subject to the terms, conditions, and provisions as set forth in this Declaration and, to any rule or regulation now or hereafter adapted by a majority vote of the Board of Directors for the safety, care, maintenance, good order, and

cleanliness of the Common Area. All such terms, conditions, provisions, rules, and regulations shall inure to the benefit of and be enforceable by the Association, its successors and assigns, against any Owner, or any person, violating or attempting to violate the same, either by an action at law for damages or a suit in equity to enjoin a breach of violation, or to enforce performance of any term, condition, provision, rule or regulation. The Board of Directors shall have the right, summarily, to abate and remove any breach or violation by any Owner at the cost or expense of the Owner. The Association, by a majority vote of the Board of Directors, shall have the right to suspend use of the Common Areas by an Owner for a period of not more than sixty (60) days, or fine an Owner in accordance with Article FIVE, for an infraction of its published rules and regulations.

5. *Association Management.* Except to the extent of maintenance provided by the County, the Association shall improve, develop, supervise, manage, operate, examine, inspect, care for, replace, restore and maintain the Common Areas as from time to time improved, together with any items of personal property placed or installed thereon, such maintenance to be funded through Assessments.

6. *Dedication of Lake Frontage.* All frontage within the subdivision on Deep Creek Lake not necessary for acquisition of individual dock permits by Owners of Lake Front Lots shall be dedicated toward the amount of frontage necessary to obtain the development permit allowing placement of common docking facilities in Deep Creek Lake for use by Owners of Lake Access Lots. This dedication shall in no way restrict or impact upon the use of a lot by an Owner.

7. *Nuisance.* No noxious or offensive activity shall be carried on upon any Common Area nor shall anything be done thereon which will become an annoyance or nuisance to the neighborhood.

8. *Motor Vehicles.* No motor vehicle may be driven or placed on the Common Areas, except in such part of the Common Areas, if any, specifically set aside for driving, parking, or the marked ATV trails. The Board of Directors of the Association may make such amendments to this provision as it deems appropriate.

ARTICLE SEVEN

Membership and Voting Rights in the Association

Every Owner of a Lot shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from the ownership of the Lot. Every person, corporation, partnership, trust or other legal entity, or any combination thereof, who is an Owner of any Lot in the Subdivision shall be a Member of the Association; provided, however, that any such person, group of persons, corporation, partnership, trust or other legal entity who hold such interest solely as security for the performance of a debt obligation shall not be a Member solely on account of

such interest. When more than one (1) person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as such persons shall among themselves determine, but in no event, shall more than one (1) vote be cast with respect to any Lot. Any Owner who leases a Lot may, in the lease or other written instrument, assign the voting pertinent to that Lot, to the Lessee, provided that a copy of such instrument is furnished to the Association.

ARTICLE EIGHT

Covenant for Assessment

1. *Purpose of Assessments, Creation of Lien, and Personal Obligations of Assessments.* Lots in the Subdivision and, therefore, the Owners thereof shall be subject to "Assessments" for Common Expenses as may be from time to time specifically authorized by the Board for purposes of (i) providing such legal, accounting and administrative services for the operation of the Subdivision, (ii) maintaining and repairing the Common Areas, (iii) maintaining and repairing the Roads, (iv) make, repair and replace capital improvements and (v) otherwise provide for and protect the general welfare of all Owners of Lots. Each Owner of any Lot by acceptance of a deed therefore, whether or not so expressed in such deed, are deemed to covenant to agree to pay to the Association: (a) Annual Assessments or charges, (b) Special Assessments, (c) Additional Assessments. The Annual, Special, and Additional Assessments, together with interest, late fees, costs and reasonable attorneys' fees shall be a charge on the Lot (including all improvements thereon), and shall be a continuing lien upon the Property against which each Assessment is made, provided the requirements of the Maryland Contract Lien Act set forth in Subtitle 2 of Title 14 of the Real Property Article of the Annotated Code of Maryland are substantially fulfilled. Each such Assessment, together with interest, late fees, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of the Lot at the time when the Assessment fell due. The personal obligation for delinquent Assessments shall not pass to his or her successors in title unless expressly assumed by such successors. Any Annual Assessment must be fixed at a uniform rate for all Lots. Special Assessments relating to the operation of the business of the Association and/or maintenance of the Common Areas in the Subdivision shall be approved in accordance with the Bylaws. Special Assessments shall also be uniform, except for Special Assessments billed to Lake Access Owners for maintenance of the common docks and lakefront area appurtenant to the common docks located in the Common Area .

2. *Reserve Fund.* The annual assessments shall include an amount adequate to establish a reserved fund for replacement of capital improvements in the Common Areas. A proportionate amount of each assessment payment received by the Association applicable to the reserve fund shall be received and held by the Association in trust, and shall be held separate and apart from other Association funds. Such trust funds shall be retained by the Association and used only for capital improvements and/or replacement of Common Area facilities of the Association upon the approval of a majority of Owners.

3. *Annual Assessment; Date of Commencement; Due Dates.* The Board of Directors of the Association, by a majority vote, shall fix the date of commencement and the amount of the

annual assessment against each Lot for each assessment period at least one month in advance of the due date for the payment thereof and shall, at that time, prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the annual assessment shall also be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors.

(a) If additional land is annexed to the Property as herein permitted, the annual assessments as to the Lots added to the Property by such annexation shall commence on the date that the land is annexed to the Property by recording of an amendment to this Declaration thus annexing such land to the Property, and shall be prorated for the remainder of that fiscal year.

4. *Special Assessment, Notice and Quorum Requirements for.* 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 Areas, including fixtures and personal property related thereto, and/or to meet any other deficit of the Association, or any emergency or unforeseen expenses of the Association, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose.

(a) Written notice of any meetings of members of the Association called for the purpose of taking any action authorized by this paragraph shall be sent to all members not less than thirty (30) days, nor more than sixty (60) days, in advance of the meeting. At the first meeting, the presence of members, or of proxies, entitled to cast sixty percent (60%) of all of the votes of members entitled to be cast at the meeting shall be necessary and sufficient to constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements, and the required quorum at any subsequent meeting shall be a majority of the required quorum at the preceding meeting, provided that no subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

5. *Additional Assessments.* The Board of Directors of the Association, by a majority vote, may also levy an Additional Assessment against any Owner as provided in this Declaration, the Articles, the Bylaws, the rules and regulations promulgated by the Board, and/or the architectural design guidelines of the Association.

6. *Surplus Receipts.* Any surplus of receipts over expenses of the Association for any fiscal year shall be applied to reduce the assessments necessary to meet the budget adopted by the Association for the next fiscal year.

7. *Effect of Nonpayment of Assessments; Remedies of the Association.* If an annual,

special, or additional assessment is not paid within thirty (30) days after the due date, the assessment shall be delinquent and shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum, by subject to a late fee of fifteen dollars (\$15.00) or one-tenth (1/10) of the assessment, whichever is greater, and the Association, by a majority vote of the Board of Directors, may bring an action of law against the Owner personally obligated to pay any Annual, Special, or Additional Assessment, and/or foreclose the lien against the Lot (and all improvements thereon); provided the provisions of the Maryland Contract Lien Act are substantially fulfilled. No Owner may waive or otherwise escape liability for the Assessments provided for herein by abandonment of his/her Lot or non-use of the Common Area. The Owners shall also be obligated to pay all attorneys' fees and court costs incurred in connection with the collection of Assessments if not paid when due.

8. *Priority of Portion of Lien to Mortgage.* Pursuant to Md. Real Property Code Ann. §11B-117 (c)(2)-(3) a portion of the lien of the Assessments provided for herein shall have priority over the lien of any first mortgage or deed of trust on a Lot. The sale or transfer of any Lot shall not affect the Assessment lien. However, the sale or transfer of any Lot pursuant to a mortgage or deed of trust foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such Assessment only in excess of the portion of the lien given priority by Md. Real Property Code Ann. §11B-117 (c)(2)-(3) . No sale or transfer shall, however, relieve such Lot from liability for any Assessments thereafter becoming due or from the lien thereof.

9. *Effect of Nonuse of the Common Areas.* No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of the Lot.

Exempt Property. All property dedicated to and accepted by a public authority shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

ARTICLE NINE

Annexation

1. *Additional Property.* Additional residential Lots and Common Areas may be annexed to the Property with the consent of two-thirds (2/3) of each class of Members.

2. *Recording.* Any annexation made to the Property hereunder shall be done and become effective upon recording of an Amendment to this Declaration by Declarant among the Land Records of Garrett County specifying the additional land to be annexed to the Property.

ARTICLE TEN

General Provisions

1. *Severability.* Invalidation of any one (1) of these covenants, conditions and/or restrictions by judgment or court order shall not affect any other provisions set forth in this Declaration, which provisions shall remain in full force and effect.

2. *Public Use.* Nothing herein contained shall be construed as a dedication to public use.

3. *Authority of the Association.* The Association, by a majority vote of the Board of Directors, may exercise any other right or privilege given to it expressly by this Declaration, the Articles or the Bylaws, and any other right or privilege reasonable to be implied from the existence of any right or privilege given to it therein or reasonably necessary to effectuate any such right or privilege.

4. *Amendment.* These covenants, conditions and/or restrictions shall run with and bind the Property included in this subdivision and shall inure to the benefit of and be enforceable by and binding upon the parties to each and every transaction involving any portion of the subdivision. These covenants, conditions and/or restrictions may be amended, at a regular or special meeting of the members, by sixty percent (60%) of the Members of the Association in good standing, present in person, or by proxy, at the meeting at which the vote is taken. The failure by any of said Owners to enforce any restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequent thereto.

5. *Notices.* All notices required or provided for in this Declaration shall be in writing and hand delivered or sent by United States mail. If hand delivered, the notices shall be sent to the address shown below and shall be deemed to have been given on the date hand delivered to the party receiving the same. If United States mails are used, the notices shall be sent to the addresses below, certified or registered mail, return receipt requested, postage prepaid, and shall be deemed to have been given on the date deposited in the United States mails. Notice shall be addressed as follows:

To the Association:

To the Resident Agent of the Association at this address, as shown by the records of the State Department of Assessment and Taxation.

To Owner/Members
as follows:

To the last known address of Owner/Member as shown on the records of the Association at the time of such mailing, and if there is no such address, then to the Lot of such Owner/Member.

Any person shall have the right to designate a different address for the receipt of notices other than set forth above, provided the person's new address is contained in a written notice

given to the Association.

6. *Right of Entry.* Violation or breach of any provision of this Declaration shall give the Association, to the extent of its right of enforcement of this Declaration, its respective agents, legal representatives, heirs, successors, and assigns, in addition to all other remedies, the right (but not the obligation), without notice, to enter upon the Lot or the land as to which such violation or breach exists, and summarily to abate and remove, at the expense of the Owner thereof, any Structure or condition that may be or exists thereon contrary to the intent and meaning of the provision hereof; and the said parties shall not thereby be deemed guilty of any manner of trespass for such entry, abatement or removal, except that if any agent of the Association shall be responsible for actually committing a trespass by behavior going beyond the intent of the authority conferred by this Section, in such event the Association shall not be responsible for the unauthorized acts of such agents. Nothing here contained shall be deemed to affect or limit the rights of the Owners of the Lots when entitled to do so, to enforce the covenants by appropriate judicial proceedings.

7. *No Reverter or Condition Subsequent.* No provision herein is intended to be, or shall be construed as, a condition subsequent or as creating as possibility of reverter.

8. *Remedies.* Damages may not be deemed adequate compensation for any breach or violation for any provisions hereof, so that any person or entity entitled to enforce any provisions hereof shall be entitled to relief by way of injunction as well as any other available relief either at law or equity.

9. *Headings.* The headings or titles are for convenience of reference only and shall not affect the meaning or interpretation of the contents of this Declaration.

IN WITNESS WHEREOF, the undersigned, being the DECLARANT herein, has executed this instrument this _____ day of _____, 2024.

WITNESS/ATTEST:
BLAKESLEE HOMEOWNERSASSOCIATION,
INC.

Secretary

By: _____ (SEAL)
Tim Longest , President