

Harbor View, Chester, Maryland
RESTRICTIONS AND CONDITIONS

1. All lots in Harbor View shall be for residential use only and not for purposes of any trade or business whatsoever. Structures erected on any one lot shall consist of the main dwelling or residence for the occupancy of one family only, together with a private garage and other structures appurtenant to the main residence or to be used in connection therewith and on no lot shall there be more than one main dwelling and on no lot shall more than one family occupy the main dwelling or any structure appurtenant thereto. The main dwelling or residence on any lot shall have a setback from the front line of said lot to be 35 ft. determined and shall have a setback from the dividing lines of said lot at least ten (10) feet and shall have a setback from the rear boundary of the lot at least ten (10) feet.

1-A. No purchaser of any of the lots now owned by THE SELLER in said development shall have any right, as such purchaser, to construct maintain or use water fowl or duck blinds in or upon the waters adjacent to the said development; it being specifically understood that THE SELLER, and its successors, licensees and assigns shall have full and exclusive rights to construct, maintain and use water fowl or duck blinds in said waters.

2. No residence, dwelling, garage or other structure appurtenant to the residence shall be erected or built on said land, nor shall any addition to or change or alteration therein be made, until the plans and specifications for such structure or alteration and location thereof are submitted to and approved by THE SELLER or its successors in the ownership or development of the entire tract, or its duly authorized agents. Written permission must be obtained from the SELLER to construct or maintain fences, walls, hedges, buildings, piers, boathouses, bulkheads, bathhouses, and outbuildings.

3. All detached garages and other outbuildings of any kind whatsoever shall be in the rear of the dwelling but shall not be within ten (10) feet of the rear boundary of the lot nor within ten (10) feet of the dividing lines of said lot.

4. No trees shall be cut and no excavations shall be made on the premises except for the purpose of building thereon and at the time when the building operations are commenced and no earth or sand shall be removed from said premises except as part of such excavations.

5. Free and open spaces shall be left on both sides and to the front and to the rear of every building, structure, dwelling, or part thereof, erected on said lot, which free and open spaces shall extend the full length of all lots and shall be not less than ten (10) feet in width from the dividing lines from the front, and from the rear of said lots.

6. No privy of any kind shall be allowed on said property, but each house shall have inside toilets with adequate water supply and septic tank installation for disposal of sewage approved by the Maryland State Board of Health.

7. No noxious or offensive trade shall be carried on upon any lot nor shall anything be done or kept thereon which may be or become any annoyance or nuisance to the neighbors.

8. No trailer, basement, tent, shack, garage, barn, or other outbuilding erected on the tract shall at any time be used as a residence temporary or permanently, nor shall any residence of a temporary character be permitted.

9. In order to preserve or improve the views of land and water hills and valleys, obtainable on and from the various lots shown on the said Plat, and to promote the free movement of breezes and prevent the harboring places for flies, mosquitos and other insects, the SELLER reserves the right to trim any trees or shrubbery now or hereafter standing in said tract which may in its opinion destroy or interfere with such views or the free movement of breezes or furnish harboring places for flies, mosquitos or other insects.

10. The land hereby conveyed shall, in respect to that part of it which lies in the bed of the road or roads, harboring the property, be subject to an easement in favor of the owners and occupants of lots and houses bordering other parts of the said road or roads in respect to free and common use of the said road or roads, both for the purpose of passage to and from and for the laying or erecting of water pipes gas pipes, electric poles or other public utilities to be used in common by the owners and/or occupants of the entire tract, and further that the owners or owner of any lot will join in a petition to the proper governmental authorities, that this road or roads bordering the property be taken over by the County as public roads under a proper deed or dedication to be signed by such owner or owners at such time when two-thirds of the owners of the lots along such road or roads shall demand.

11. The SELLER hereby reserves the right in its absolute discretion at any time to annul, waive, change, or modify any of the restrictions, conditions, covenants, agreements or provisions contained herein, as to any part of said tract then owned by the SELLER, and with the consent of the owner as to any other land, included in said tract, and to grade change the grade of, or regrade any street, road or lane shown on said

plat, and shall have the further right before a sale to change the size of, locate or relocate any of the lots shown on the said plat.

12. Easements and rights of way are hereby expressly reserved in and over the strips of ground five feet in width along the rear line of the lots for the purpose of erecting constructing and maintaining wires and the necessary or proper attachments in connection therewith for the transmission of electricity and for telephones and other public utilities or functions, and the SELLERS, its successors, assigns, or nominees shall have the right to enter upon said reserved strips of land for any of the purposes for which said easements and rights are reserved as above set forth.

13. The provisions herein contained shall run with and bind the land and shall inure to the benefit of and be enforceable by the SELLER, or the owner of any land included in said tract, their respective personal representatives, heirs, successors, and assigns, and failure by the SELLER or any land owner to enforce any restriction, condition, covenant, or agreement herein contained shall in no event be deemed a waiver of the right to do so thereafter to one occurring prior or subsequent thereto; and the declared invalidity of any one or more of the provisions herein shall not affect the validity of the others.

14. Any or all of the rights and powers, titles, easements and estates reserved or given to the SELLER in this agreement may be assigned to any one or more corporations or associations that will agree to assume said rights, powers, duties and obligations and carry out and perform the same. Any such assignment or transfer shall be made by appropriate instrument in writing in which the assignee or transferee shall join for the purposes of evidencing its acceptance of such rights and powers; and such assignee or transferee shall thereupon have the same rights and powers and be subject to the same obligations and duties as are herein given to and assumed by the SELLER, the SELLER thereupon being released therefrom.

15. The Purchaser, or successor in possession, covenants to pay to THE SELLER, its successors or assigns, on March 1st of each year the sum to Ten Dollars (\$10.00) for each and every lot purchased, to be used for construction, maintenance and repair of streets in the subdivision. At such time as THE SELLER, its successors or assigns shall form an association of the purchasers and owners of the lots in this subdivision for the purpose of administering the road funds each purchaser or owner expressly agrees to join and maintain membership in such association and to accept and abide in all rules and regulations for the conduct of such Association when formed.

Amendment to Restriction #1:

1. All lots in "Harbor View" shall be for residential use only and not for purposes of any trade or business whatsoever. Structures erected on any one lot shall consist of the main dwelling or residence for the occupancy of one family only, together with a private garage and other structures appurtenant to the main residence, or to be used in connection therewith, and on no lot shall there be more than one main dwelling and on no lot shall more than one family occupy the main dwelling or any structure appurtenant thereto. The main dwelling or residence on any lot shall have a set back from the front line of said lot of at least thirty-five (35) feet, and shall have a set back from the dividing lines of said lot of at least ten (10) feet, and shall have a set back from the rear line of at least ten (10) feet.

Amendment to Restriction #2:

1. No residence, dwelling, garage, or other structure appurtenant to the residence, shall be erected or built on said land, nor shall any addition to or change or alteration therein be made, nor shall any well or septic tank be installed therein, until the plans and specifications for such structure or any addition or alteration, or for any well or septic tank, as well as the location of any such structure or any addition or alteration, or any septic tank or well to be installed in said land, are submitted to and approved in writing, by Chester Beach, Inc. herein called the Developer, or its successors in the ownership or development of the entire tract, or its duly authorized agents. The Developer, and its successors and duly qualified agents, shall also have the absolute right to designate in writing, the area, on each or any lot contained within the development, within which the residence, or any change or alteration therein, or any addition thereto, or any well or septic tank, shall be erected, constructed or installed, including the absolute right, prior to the erection of the residence, to establish in writing, to be duly recorded, new set back lines which shall apply to the lot or lots on which the said residence is to be erected. In the absence of recorded evidence of a change or changes in the set back distances applicable to any lot or lots in the development, it shall be conclusively presumed, after a residence has been erected upon a lot or lots within said development, that said residence was permitted to be erected in accordance with the general provisions, contained herein, relating to set back distances. Written permission must be obtained from the Developer, or its successors or its agents, to construct or maintain fences, walls, hedges, buildings, piers, boathouses, bulkheads, bath houses and outbuildings.

THIS IS A COPY OF THE ORIGINAL RESTRICTIONS AND CONDITIONS OF THIS DEVELOPMENT. THEY ARE ASSIGNMENTS FROM THE CHESTER BEACH INC TO THE HARBOR VIEW IMPROVEMENT ASSOCIATION INC. DATED SEPTEMBER 10, 1964 AND RECORDED IN CENTREVILLE AND THE HARBOR VIEW ASSOCIATION ABIDES BY THEM.

HARBOR VIEW IMPROVEMENT ASSOCIATION INCORPORATED YEAR OF 1961.

FEBRUARY 12, 1974

Robert J. Cox, President 12/2/88

Harbor View, Chester, Maryland
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HARBOR VIEW IMPROVEMENT ASSOCIATION INCORPORATED YEAR OF 1961.

FEBRUARY 12, 1974

Robert J. Cox, President 12/2/88

Harbor View Improvement Association Membership Dues

The cost of membership for the year is \$25.

Make check or money order payable to 'Harbor View Improvement Association'. Then mail it to:

Harbor View Improvement Association
P.O. Box 46
Chester, MD 21619

HARBOR VIEW
HOME OWNER'S ASSOCIATION
BY-LAWS

ARTICLE I PURPOSE:

The association was formed at the pleasure of the Property Owners of Harbor View in 1961 and is charged with the maintenance of high standards throughout the Community, maintenance of roads, types of houses and buildings permitted therein, and is to insure that Harbor View maintains its appearance of a Residential Community; to attempt to deter crime and rowdiness; to provide a Recreational Area; to provide safety for the children living in the community; to otherwise, provide assistance to the property owners wherever possible consistent with the County and State Laws.

ARTICLE II

SECTION 1 - MEMBERSHIP

Any person, firm or corporation that owns property in the subdivision known as "HARBOR VIEW", in Queen Anne's County, Maryland, shall be a member of the Harbor View Improvement Association (hereinafter the Association).

SECTION 2 – DUES AND VOTING RIGHTS

No member of the Association shall be entitled to vote on any Association issue unless the member is current on all assessed Association dues. Each property owner, regardless of the number of lots owned, shall have one (01) vote. Individuals holding title as joint tenants, tenants-by-the-entireties, partnership or corporation shall be deemed to be one (01) person and shall have one (01) vote.

SECTION 3 – PAYMENT OF DUES

Each member shall pay Twenty-Five Dollars (\$25.00) per year as membership dues. Dues shall be paid no later than sixty (60) days after each annual billing on March 1st.

ARTICLE III

SECTION 1 – ANNUAL MEETING

The Annual Meeting shall be held at the discretion of the board. An annual meeting of all members of the Association shall be held once annually at a convenient time and place selected by the Board of Directors. The purpose of the annual meeting shall be the election of officers and directors and the transaction of general business, including the Audit Committee Report and Annual Budget.

SECTION 2 – GENERAL MEETING

General meetings of all members of the Association shall be at the discretion of the President of the Association, provided notice is given in accordance with Section 3 of this Article.

SECTION 3 – NOTICE OF MEETINGS

Seven (07) days notice shall be sent to all members for all annual and general meetings of the Association. Notice shall be given by 1st class mail directed to the property owner's last known address.

SECTION 4 – BOARD OF DIRECTORS MEETINGS

The Board of Directors shall meet by-monthly (every two months) at a time and place designated by the President of the Association. Special Board of Directors meetings may be called by the President or by the majority of the Board.

SECTION 5 – QUORUM

Ten percent (10%) of the membership qualified to vote must be present at any annual or general meeting in order to transact business. No proxies shall be allowed unless written notice for authority thereof shall be given to the President of the Association before the call to order of such meeting.

SECTION 6 – ORDER OF BUSINESS

At all meetings the business shall be transacted in accordance with the rules set forth in "Robert's Rules of Order".

ARTICLE IV

SECTION 1 – ELECTION

The Board of Directors shall be elected at the annual meeting date decided by the board, by a majority vote of the eligible Association members present and by the proxy votes.

SECTION 2 – POWERS

The business and property of the Association, except as otherwise provided by law, charter or by these By-Laws, shall be conducted and managed by the Board of Directors.

SECTION 3 – COMPOSITION

The Board of Directors shall be the following officers of the Association: President, Vice President, Recording Secretary and Treasurer, and shall include five (05) members of the Association elected as Directors-at-Large. Total composition shall consist of nine (09) Officers.

SECTION 4 – TERM

Officers shall serve for a period of one (01) year following the Annual Meeting of the Association, or until such time as another election is held.

SECTION 5 – QUORUM

A majority of the Board of Directors shall be necessary to transact the business of the Association at the Board of Directors meetings.

ARTICLE V

SECTION 1 – OFFICERS

The Officers of the Association shall be President, Vice President, Recording Secretary and Treasurer.

SECTION 2 – PRESIDENT

The President shall preside at all meetings of the Board of Directors and Association; and shall have general management and direction of the business of the Association, and shall have all the powers ordinary exercised by the President. The President shall execute all papers authorized by the Board of Directors, except in certain situations when this authority may be delegated by the President to other members of the Board.

SECTION 3 – VICE PRESIDENT

In the absence of the President, the Vice President shall perform all the duties of the President; and when so acting, shall have the powers of the President. The Vice President shall assist the President in such.

SECTION 4 – RECORDING SECRETARY

The Recording Secretary shall keep the minutes of all meetings and shall give due notice of all meetings. The Recording Secretary shall be the custodian of the corporate seal and all records of the Association, except those normally kept by the Treasurer pertaining to money.

SECTION 5 – TREASURER

The Treasurer shall have charge of and be responsible for all funds, securities, receipts and disbursements of the Association, and shall deposit all monies in such bank or banks as the Board of Directors may direct. The Treasurer shall be bonded annually in such amount as the Board of Directors shall direct.

SECTION 6 – DIRECTORS AT LARGE

Directors at large shall act as advisers on the Board of Directors and may be appointed Chairmanship for various Association Committees as required.

SECTION 7 – REMOVAL

The Board of Directors shall have the power to remove any officer, but only for just cause, including but not limited to authorizing an action or giving a decision without the authority and/or approval of the Board.

SECTION 8 – MISCELLANEOUS

All officers shall hold only one (01) office at any given time excluding Committee Chairmanship.

ARTICLE VI COMMITTEES:

SECTION 1 – NOMINATING COMMITTEE

The President shall appoint a Nominating Committee, which shall consist of three (03) Association members, two (02) of which shall not be members of the Board of Directors. The Nominating Committee shall develop a slate of Officers and Directors and shall file its report with the President and Secretary at least one (01) month prior to the annual meeting. The Nominating Committee's report shall be forwarded to all members with the notice of the annual meeting.

SECTION 2 – BUILDING AND ROADS COMMITTEE The President shall appoint a Building Committee consisting of three (03) members. It shall be the duty of this committee to review all applications for any construction in Harbor View to insure compliance with the Harbor View Restrictions and Conditions and such other procedures established by the Board of Directors, and to recommend action on the application to the Board for final approval. It shall be the duty of this Committee to recommend action to the Queen Anne's County Roads Department dealing with the maintenance and/or construction of existing or proposed roads in Harbor View.

SECTION 3 – AUDIT COMMITTEE

The President shall appoint an Audit Committee between January and May consisting of three (03) members, two (02) of which shall not be members of the Board of Directors, to audit the accounts of the Treasurer for the year prior to the Annual Meeting in June of each year. This report shall be given to the Board of Directors before the Annual Meeting so that said report may be read to advise the Association of the receipts, expenditures and balances of the various accounts.

SECTION 4 – OTHER COMMITTEES

The Board of Directors shall appoint such other committees as it deems necessary for the benefit of the Association, and shall define the duties of said committees.

ARTICLE VII

SUNDRY PROVISIONS:

SECTION 1 – FINANCE

All checks, drafts or orders for payment of money shall be signed by the Treasurer and one (01) other officer, President, Vice President or Secretary. Put the Association signature cards on file at the Bank where the Association accounts are. The annual budget shall be submitted at the General Meeting in June for an up or down vote by the

voting members in attendance if a quorum has been reached. If the next fiscal year budget is not approved the previous annual budget shall be followed. Checks and expenditures that are contained in the approved annual budget do not require additional approval. New expenditures and checks that are not contained in the annual budget may be approved at each Board meeting if a quorum of elected Board Members are present and a majority approve the check or expenditure.

SECTION 2 – CONSTRUCTION IN HARBOR VIEW

Plans for the construction of all homes, additions to existing homes, accessory buildings, fences, etc in Harbor View shall be in accordance with the Restriction and Conditions, paragraph 2, and amendment to paragraph 2, as recorded among the Land Records of Queen Anne’s County. Plans shall be submitted to the Building and Roads Committee for review and approval prior to the beginning of construction. The approval of the Board of Directors for any construction must be in writing and in the possession of the property owner before the start of construction. Houses shall have a minimum square footage (not including porches, garages and/or patios) of eleven hundred (1100) square feet, and must conform in general appearance to other homes in Harbor View; however, each house shall be different in cosmetic design so as to not have a duplication of appearance in the same area.

SECTION 3 – GENERAL FUND

The General Fund shall consist of membership dues and any other revenues collected by the Association. These funds shall be utilized by the Board of Directors for any purpose deemed to be of general benefit to the Harbor View Community.

SECTION 4 – FISCAL YEAR

The fiscal year of the Harbor View Improvement Association, Inc., shall be from October 1st to September 30th of each year.

ARTICLE VIII

AMENDMENTS:

These By-Laws may be amended at any Annual Meeting or any General Meeting by a two-thirds (2/3) majority vote of the membership present and qualified to vote. The membership shall be notified by the Recording Secretary in writing, of any proposed amendments at least two (02) weeks prior to the meeting at which any such amendment is to be considered. Any amendments to these By-Laws shall be filed with the Queen Anne’s County Court Clerk to be valid.

THESE BY-LAWS BECAME EFFECTIVE UPON ACCEPTANCE AND LEGAL VOTE BY THE MEMBERSHIP OF THE HARBOR VIEW IMPROVEMENT ASSOCIATION, INC., AT A GENERAL MEETING CALLED SPECIFICALLY FOR THE PURPOSE OF CONSIDERING THE BY-LAWS, HELD ON ___12___ DAY OF ___June_____ 2010_____.

4. Dues are due by June 1 of every year

5. Realtors interested in advertising on our website please submit a “Contact Us” query.